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Proceedings of the Sauk County

Board of Supervisors ~ April 2022-March 2023

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General Consent Agenda

April 19, 2022:
EXECUTIVE & LEGISLATIVE COMMITTEE:
Resolution 37-2022 Honoring Wally Czuprynko. (Page 10)
Resolution 38-2022 Honoring Ross Curry. (Page Page 11)

HEALTH CARE CENTER BOARD OF TRUSTEES:
Resolution 39-2022 Commending Stella Walker For More Than 15 Years Of Faithful Service To The People of Sauk County. (Page 12-13)

HUMAN SERVICES COMMITTEE:
Resolution 40-2022 Commending Andrew Gorsuch For Over 18 Years Of Service To The People Of Sauk County. (Page 14-15)
Resolution 41-2022 Commending Cheri Brickl For Over 45 Years Of Service To The People Of Sauk County. (Pages 16-17)
Resolution 42-2022 Commending Teresa Bass For Over 34 Years Of Service To The People Of Sauk County. (Pages 18-19)

JUDICIARY COMMITTEE:
Resolution 43-2022 Commending Pat Church For 29 Years Of Service To The People Of Sauk County. (Page 20)

May 17, 2022:
LAW ENFORCEMENT & JUDICIARY COMMITTEE:
Resolution 52-2022 To Honor Kim Wasilewski For Over 24 Years Of Service. (Page 90)
Resolution 53-2022 To Honor Linda Lee For Over 20 Years Of Service. (Page 91)

HIGHWAY COMMITTEE:
Resolution 54-2022 Honoring John Geoghegan. (Page 92)

June 21, 2022:
EXECUTIVE & LEGISLATIVE COMMITTEE:
Resolution 64-2022 To Honor Jeff Jelinek For Over 15 Years Of Service. (Page 133)

July 19, 2022:
LAW ENFORCEMENT AND JUDICIARY COMMITTEES:
Resolution 73-2022 To Honor Christine Grieves For Over 20 Years Of Service. (Page 180)

August 16, 2022:
LAW ENFORCEMENT & JUDICIARY COMMITTEE:
Resolution 77-2022 To Honor Mark Rabata For Over 29 Years Of Service. (Page 212)
Resolution 78-2022 To Honor Jan Hamer For Over 23 Years Of Service. (Page 213)

September 20, 2022:
FINANCE COMMITTEE:
Resolution 85-2022 To Honor Kerry Beghin For Over 28 Years Of Service. (Page 245)

LAW ENFORCEMENT & JUDICIARY COMMITTEE:
Resolution 86-2022 To Honor James Daniels For over 18 Years Of Service. (Page 246)

October 18, 2022: None.

November 15, 2022:
HIGHWAY COMMITTEE:
Resolution 100-2022 To Honor Anthony Uptagraw For Over 31 Years Of Faithful Service To The People Of Sauk County. (Page 290)

December 20, 2022:
AGING & DISABILITY RESOURCE CENTER AND VETERANS SERVICE COMMITTEE:
Resolution 103A-2022 Honoring Susan Stoddard. (Page 327)

HEALTH CARE CENTER BOARD OF TRUSTEES:
Resolution 104-2022 To Commend Miriam McBain For More Than 31 Years Of Faithful Service To The People OF Sauk County. (Pages 328-329)
Resolution 105-2022 To Commend Rich Weiland For More Than 5 Years Of Faithful Service To The People Of Sauk County. (Pages 330-331)

LAW ENFORCEMENT & JUDICIARY COMMITTEE:
Resolution 106-2022 To Honor Dena Weinke For Over 30 Years Of Service. (Page332)

January 17, 2023:
HIGHWAY COMMITTEE:
Resolution 1-2023 To Honor Gary Kelley For Over 30 Years Of Faithful Service To The People OF Sauk County. (Page 445)
Resolution 2-2023 To Honor Tom Sliter For Over 36 Years Of Faithful Service To The People Of Sauk County. (Page 446)

February 21, 2023:
LAND RESOURCES AND ENVIRONMENT COMMITTEE:
Resolution 4-2023 To Commend Gina Templin Steward For Over 25 Faithful Years of Service To The People Of Sauk County. (Pages 467-468)

March 21, 2023: None.

Scheduled Appearances

April 19, 2022: None.

May 17, 2022:
i. Morgan McArthur, Community Development Educator, UW-Madison, Extension, re: 2022 SCIL Graduate Class- Sauk County Institute of Leadership (SCIL).

June 21, 2022: None.

July 19, 2022: None.

August 16, 2022:
a. Ken Lucht, AVP, Watco Companies re: Wisconsin & Southern Railroad.

September 20, 2022:
a. Treemanisha Stewart, Public Health Director/Health Officer, re: Healthy Communities Designation.

October 18, 2022: None.

November 15, 2022: None.

December 20, 2022: None.

January 17, 2023
a. Kurt Goeckermann, re: Sauk County Dementia Friendly.

February 21, 2023: None.

March 21, 2023: None.

Public Comment

April 19, 2022: None.

May 17, 2022: None.

June 21, 2022: None.

July 19, 2022:
a. Dick Meier, re: ATV routes.
b. Timothy Esbe, re: UTV routes.
c. Neil Caflisch, re: UTV.
d. Kathy Whalen, re: County road UTV routes.
e. Dan Fleming, re: ATV routes.
f. Dave Bicknell, re: UTV.

August 16, 2022:
a. Steve Paske, re: County covid posture.

September 20, 2022: None.
a. Steve Paske, re: WI Healthy Communities.

October 18, 2022:
a. Steve Paske, re: 95-2022.

November 15, 2022: (Public Hearing)
a. Tom Kriegl, re: Budget.

November 15, 2022 (Annual Meeting) : None.

December 20, 2022: None.

January 17, 2023: None.

February 21, 2023: None.

March 21, 2023: None.

Communications

April 19, 2022:
i. 03/24/2022- Flyer for 2022 Pasture Walks
ii. 03/29/2022 Letter from the Wisconsin Historical Society, re: Ralph P. Perry House.
iii. 03/21/2022 Letter from Carnegie-Schadde Memorial Public Library, Baraboo, re: Library expansion.

May 17, 2022:
i. 04/22/2022 Letter from Mark D. O'Connell, President & CEO, WCA, re: 2022 WCA Annual Business Meeting Resolutions.
ii. 04/11/2022 Resolution from Winnebago County, re: Resolution To Support NaCo's Position on Defining the Waters of the United States (WOTUS) and Regulations with Agricultural Considerations.
iii. 04/25/2022 Letter from Wisconsin Historical Society, re: 220 Lynn Street, Baraboo.
iv. 05/10/2022 Letter from United States Department of Agriculture, re: Compliance with Highly Erodible Land (HELC) and Wetland Compliance (WC).

June 21, 2022:
i. 05/01/2022 Letter from Rep. Mark Pocan, re: Man Mound National Historic Landmark.
ii. 05/27/2022 Email from Jerry Burkett, Vilas County Board Chair, re: Levy Limits.
iii. 06/02/2022 Letter from Rob Nelson, City of Baraboo Mayor, re: ATV/UTV Highway Committee proposal.
iv. 06/12/2022 Letter from George C. Strnad, re: Service Excellence.

July 19, 2022:
a. 07/14/2022 Letter from U.S. Dept. of State, re: Outstanding achievement in Passport Application Acceptance Program.

August 16, 2022: None.

September 20, 2022:
a. 08/18/2022 Memorandum from WCA, re: 2023 Estimated Membership Dues.
b. 09/02/2022 Letter from Wisconsin DNR, re: Proposed State Purchase of Land in Town of Merrimac.
c. 09/04/2022 Email from Steve Paske, re: County COVID Posture.
d. 09/13/2022 Email from Wisconsin Historical Society, re: growth project announcement site.

October 18, 2022: None.

November 15, 2022:
a. 10/25/2022 Letter from State of Wisconsin Department of Natural Resources, re: Land for Lower Wisconsin State Riverway.

December 20, 2022: None.

January 17, 2023:

a. 01/03/2023 Letter from Western Technical College, re: Board vacancies.
b. 01/09/2023 Letter from Madison Area Technical College, re: Board vacancies.
c. 01/13/2023 Letter from Madison Area Technical College, re: Board appointments.

February 21, 2023: None.

March 21, 2023:

a. 03/04/2023 Letter from Mike Rawlins, re: Milwaukee Brewer baseball.
b. 03/21/2023 Letter from Ramon Demaskie, Town of LaValle Chair, re: Hemlock Dam Replacement.

Appointments

April 19, 2022:

i. Children's Community Options Program/Birth to 3 Advisory Committee:
Lydia Muehrer, New Appointment, Citizen Member
3- year term- 04/19/2022- 04/21/2025

ii. Child Support Administrator:
Sara L. Benton

iii. Board of Health:
Dr. Barclay Shultz, New Appointment, Other Member
3- year term- 04/19/2022- 04/21/2025

May 17, 2022:

i. Standing Committees & Other Committees:
2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

ii. UW Campus Commission:
Cheryl Giese, Re- Appointment, Citizen Member
2- year term- 06/01/2022- 06/01/2024

iii. Health Care Center Board of Trustees:
Dana Horkan-Grant, New Appointment, Citizen Member
3-year term – 05/17/2022- 05/20/2025

June 21, 2022:

i. Sauk County Board of Adjustment:
Jennifer Evert, New Appointment, Citizen Member
3-year term: 07/01/2022-06/30/2025

ii. Sauk County Library Board:
Joel Chrisler
Tim Teelin, Alternate
2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

iii. South Central Library Systems Board:
Tim Teelin
Joel Chrisler, Alternate
2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

iv. Families Come First/Comprehensive Community Services Coordinating Committee:
Hilary Shroeder, New Appointment, Citizen Member
Dennis Luther, New Appointment, Citizen Member
Renee Baker, New Appointment, Citizen Member
2-year terms – 06/21/2022 – 06/18/2024

v. Sauk County Emergency Management Director:
Jed Seidl

July 19, 2022:

a. Sauk County Library Board
Glen Slaats, New Appointment, Citizen Member
3-year term: 07/19/2022-07/15/2025

b. Sauk County Health Care Center Board of Trustees:
Cindy Bodendein, New Appointment, Citizen Member
3-year term: 07/19/2022-07/15/2025

c. Finance Director:
Lynn Horkan

August 16, 2022:

a. Pink Lady Rail Transit Commission
Kurt Muchow, New Appointment, Citizen Member- to finish out John Geoghegan's term on the Pink Lady Trail Commission and to the next 2-year term.
Term: 08/16/2022-11/08/2024

September 20, 2022:

a. Families Come First/Comprehensive Community Services Coordinating Committee
Fred Flickner, Re-appointment, Citizen Member
Shannon Cowan, Re-appointment, Citizen Member
2 – year terms: 09/20/2022- 09/08/2024

b. Board of Adjustment
Replacing Supervisor Jake Roxen with Supervisor Rebecca Klitzke to fill out the remainder of the term 09/20/2022 – 04/15/2024.

October 18, 2022:

a. Sauk County Library Board:
Carol Kratochwill, New Appointment, Citizen Member
Linda Kettner, Re-appointment, Citizen Member
3 – year terms: 01/01/2023- 12/31/2025

b. Sauk County Personnel Director:
Anna Cooke

November 15, 2022:

a. Families Come First/Comprehensive Community Services Coordinating Committee:
Robert Churchill, Re-appointment, Citizen Member
2- year term: 11/15/2022 - 11/14/2024

b. Pink Lady Rail Transit Commission:
Alan Anderson, Re-appointment, Citizen Member
2- year term: 11/15/2022 - 11/14/2024

c. Health Care Center Board of Trustees:
William Higgins, Re-appointment, Citizen Member
2- year term: 01/01/2023- 12/31/2025

December 20, 2022:

a. Nutrition Advisory Council:
Mona Will (Baraboo Dining Site), New Appointment, Citizen Member
Joann Masters (Lake Delton Dining Site), New Appointment, Citizen Member
Rita Mead (Reedsburg Country Club), New Appointment, Citizen Member
Jill Machovec (Reedsburg Dining Site), New Appointment, Citizen Member
Alma Moore (Sauk City Dining Site), New Appointment, Citizen Member
Judy Ellington (Advisory Council Member/ADRC Volunteer), New Appointment, Citizen Member
Kris Ballweg (Sauk Prairie Food Pantry), New Appointment, Citizen Member
2-year terms – 01/01/2023 – 12/31/2024

New ADRC Governing Board
Kristen White Eagle (Representing Tribes), New Appointment, Citizen Member
Judy Ellington (Representing adults over age 60)
Teresa Wolkowski (Representing the mentally ill)
Lori Grill (Representing adults over age 60)
Tut Gramling (Representing adults over age 60)
3-year terms – 01/01/2023-12/31/2025

January 17, 2023:

a. Veteran's Service Commission:
Art Shrader, Re-Appointment, Citizen Member
Matthew Ison, Re-appointment, Citizen Member
Tammy A. Lenerz, Re-appointment, Citizen Member
3 – year terms: 01/17/2023- 01/20/2026

b. Sauk County 2023 Emergency Fire Wardens

c. Human Services Board:
Cliff Thompson. Re-Appointment, Citizen Member
3 – year terms: 01/17/2023- 01/20/2026

February 21, 2023:

a. Children's Community Options Program/Birth to 3 Advisory Committee:
Amanda Buchanan, New Appointment, Citizen Member
3– year terms: 02/21/2023- 02/17/2026

b. Families Come First/Comprehensive Community Services Coordinating Committee:
Deb Schroeder, New Appointment, Citizen Member
2- year term: 02/21/2023- 02/18/2025

c. Land Information Council:
Tom Gavin, Re-appointment, Citizen Member
2- year term: 02/21/2023- 02/18/2025

d. Workforce Development Board of South Central Wisconsin:
Thomas Cox, Executive Director for the Sauk County Development Corp, New Appointment
3– year terms: 02/21/2023- 02/17/2026

e. Ethics Inquiry Board:
Kay Mackesey, New Appointment, Citizen Member
3- Year terms – 02/21/2023 - 02/17/2026

f. Property Committee:
Mike Anderson: as an interim member of the Property Committee in Supervisor Teelin's absence for medical leave.

March 21, 2023:

a. Ethics Inquiry Board:
   i. Joseph Viney, New Appointment, Citizen Member
      3 – Year Term – 03/21/2023 – 03/18/2025
   ii. John Gaedke, New Appointment, Citizen Member
      3 – Year Term – 03/21/2023 – 03/18/2025

Bills

April 19, 2022: None

May 17, 2022: None

June 21, 2022: None

July 19, 2022: None.

August 16, 2022: None

September 20, 2022: None

October 18, 2022: None

November 15, 2022: None

December 20, 2022: None

January 17, 2023: None

February 21, 2023: None

March 21, 2023: None

Claims

April 19, 2022: None

May 17, 2022: Notice of Claim: Jeremy D. Peterson Claim.

June 21, 2022: Notice of Claim: Gabriel Sauers Claim.

July 19, 2022: None.

August 16, 2022: None

September 20, 2022: None

October 18, 2022: None

November 15, 2022:
a. Notice of Claim: Jack Snyder.
b. Notice of Claim: Robert Szweda.

December 20, 2022: None

January 17, 2023: None

February 21, 2023: None

March 21, 2023: None

Elections: None

Proclamations: None

Reports

April 19, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.

b. Brent Miller, Administrator
   i. Administrator's report update.

c. Tim McCumber, County Board Chair
   i. Board Chair Update.
   ii. WCA Conference.
   iii. Forms on Desk:
      1. Interest and Experience Survey
      2. Sauk County Standards of Conduct and Financial Interest Form
      3. Yellow 2022 WCA Biennial Survey

May 17, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
   i. Petition 13-2022, Applicant: Michelle Gillette; Project Location: Town of Greenfield; Current Zoning: Resource Conservancy; Proposed Zoning: Commercial/Resource Conservancy. (Pages 93-100)

b. Brent Miller
   i. Administrator's report.
   ii. First Quarter Financial Report.

c. Tim McCumber, County Board Chair
   i. Board Chair Update.

June 21, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.

b. Brent Miller
   i. Administrator's report.

c. Tim McCumber, County Board Chair
   i. Board Chair Update.

July 19, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.

b. Brent Miller, Administrator
   i. Administrator update.

c. Tim McCumber, County Board Chair
   i. Board Chair update.

August 16, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.

b. Brent Miller
   i. Administrator's report.
   ii. Second Quarter Financial Report. (Lynn Horkan, Finance Director) (Pages 214-221)

c. Tim McCumber, County Board Chair
   i. Board Chair Update.

September 20, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
    i. Petition 25-2022, Applicant: Paul Lucht & Vicky Elliott; Project Location: Town of La Valle; Current Zoning: Agriculture; Proposed Zoning: Commercial.
b. Brent Miller
    i. Administrator's report.
    ii. ADRC Volunteer driver program survey results. *(Handout on file)*
c. Tim McCumber, County Board Chair
    i. WCA Committee Restructuring Presentation. *(Handout on file)*
    ii. Indigenous Peoples' Day – October 10, 2022. *(Handout on file)*
    iii. Grand Opening of Bluffview Park – October 8, 2022 @ 1:00 p.m. *(Handout on file)*
    iv. Clean Sweep - Saturday, September 24, 2022.

October 18, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. WCA Committee Restructuring Presentation. *(Handout on file)*
    ii. Indigenous Peoples' Day – October 10, 2022. *(Handout on file)*

November 15, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
    i. Petition 16-2022, Applicant: Amos Miller; Project Location: Town of Ironton; Current Zoning: Exclusive Agriculture; Proposed Zoning: Agriculture. (Pages 291-302)
b. Brent Miller
    i. Administrator's report.
    ii. Third Quarter Financial Report. (Report given by Lynn Horkan, Finance Director) (Pages 303-310)
c. Tim McCumber, County Board Chair
    i. Board Chair Update

December 20, 2022:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
    i. Petition 29-2022, Applicant: HHCDA ; Project Location: Town of Dellona; Current Zoning: Residential; Proposed Zoning: Multiple Family Residential. (Pages 333-341)
b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. Board Chair Update.

January 17, 2023: (Page

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
    i. Petition 03-2023, Applicant: Cheri M. Hitchcock ; Project Location: Town of Dellona; Current Zoning: Mobile Home Park; Proposed Zoning: Multiple Family Residential. (Pages 447-459)
b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. Board Chair Update.

February 21, 2023: (Page

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. Board Chair Update.

March 21, 2023:

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. Board Chair Update: Petition was circulated to approve a "special" meeting of the Sauk County Board of Supervisors. Mid-Term Assessment meeting will be held Tuesday, May 23, 2023, at 6:00 P.M.

Unfinished Business

April 19, 2022: None

May 17, 2022: None

June 21, 2022: None

July 19, 2022: None.

August 16, 2022: None

September 20, 2022: None

October 18, 2022: None

November 15, 2022:
Resolution 96-2022 To Create The Committee On Consolidation Of Committees. (Pages 311-313)

December 20, 2022: None

January 17, 2023: None

February 21, 2023: None

March 21, 2023: None

New Business - Ordinances

Committee/Ordinance Number

Executive & Legislative Committee:

Ordinance 7-2022 Ordinance Amendment To Ordinance Section 1.001 Creating The Final County Supervisory District Plan. (Pages 134-144)

Ordinance 13-2022 Ordinance Amendment To Sauk County Code 43.08, Establishing The Fee To Be Charged For An Expedited Marriage License Waiving The Three-Day Waiting Period On Marriage License Issuance. (Pages 316-317)

Highway & Parks:

Ordinance 9-2022 Amendment To Sauk County Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossing And Routes On County Highways, as amended. (Pages 181-188)

Land Resources & Environment Committee:

Ordinance 2-2022 An Ordinance to Approve A Map Amendment (Rezoning) Of Lands In The Town Of Excelsior From A Commercial, Exclusive Agriculture, And Agriculture To An Exclusive Agriculture Zoning District Filed Upon Erik Larson, Property Owner. (Pages 45-46)

Ordinance 3-2022 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Baraboo From A Commercial To An Agriculture Zoning District Filed Upon William Brown, Property Owner. (Pages 47-48)

Ordinance 4-2022 Ordinance Amendment To Adopt A New Sauk County Zoning Ch. 51 Erosion Control And Stormwater Management Ordinance And To Amend Section 20.07, Chapter 20, Uniform Citation Ordinance. (Pages 49-51)

Ordinance 5-2022 Ordinance Amendment To Chapter 10 County Parks. (Pages 52-66)

Ordinance 6-2022 Ordinance Amendment Section 20.07, Chapter 20, Uniform Citation Ordinance. (Pages 75-78)

Ordinance 8-2022 Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Greenfield From Resource Conservancy To A Commercial Zoning District Filed Upon State Road 113 LLC, Property Owner, Michelle Gillette, Registered Agent. (Pages 169-170)

Ordinance 10-2022 Ordinance Amendment To Chapter 7, Sauk County Code Of Ordinance. (Pages 193-195)

Ordinance 14-2022 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Ironton From Exclusive Agriculture To An Agriculture Zoning District Filed Upon Amos Miller, Property Owner. (Pages 344-345)

Ordinance 1-2023 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Dellona From A Single Family Residential To A Multiple Family Residential Zoning District Filed Upon Ho-Chunk Housing And Community Development Agency, Property Owner. (Pages 462-463)

Ordinance 2-2023 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Dellona From An Agriculture To A Multiple Family Residential Zoning District Filed Upon Cheri Hitchcock, Property Owner. (Pages 471-472)

Law Enforcement & Judiciary Committee:
Ordinance 11-2022 Amendment To Sauk County Code Chapter 5 To Modify The Section Pertaining To Maintenance And Board Of Prisoners, Cost Of Maintenance For Those Confined Under Home Detention. (Pages 279-281)
Ordinance 12-2022 Amendment To Sauk County Code Chapter 11 – Public Peace And Order To Add Ordinances Related To Conduct Prohibited In The Sauk County Jail. (Pages 282-284

New Business Resolutions

Committee/Resolution Number

Aging & Disability Resource Center (ADRC) & Veteran's Service Office Committee:
Resolution 55-2022 To Authorize ADRC To Purchase A Handicapped Accessible Van For The Transportation Program Using DOT Trust Fund And Amending The 2022 Budget For This Purpose. (Pages 101-102)
Resolution 79-2022 To Withdraw From The Eagle Country ADRC And Establish The Sauk County ADRC As A Standalone Agency. (Pages 222-223)
Resolution 87-2022 Support Operation Green Light For Veterans. (Pages 254-255)
Resolution 8-2023 To Accept Department of Health Services Grant, Authorize The Creation Of A Full- Time Dementia Care/Independent Living Specialist Position And A Part- Time Independent Living Coordinator Position And To Amend The 2023 Budget. (Pages 490-492)

Board of Health:
Resolution 46-2022 To Amend The Resolution To Purchase Two Vehicles. (Page 40)
Resolution 47-2022 To Authorize A Contract With The Rescue Agency And Amend The 2022 Budget. (Pages 41-42)

Economic Development:
Resolution 56-2022 Authorizing A Contract With River Valley Commons For Broadband Expansion Using American Rescue Plan Act Funds. (Pages 103-104)
Resolution 95-2022 Support The Regional EDA Application For Economic Development District. (Pages271-272)
Resolution 101-2022 For Sauk County To Contribute The Local Share – Phase 3 Of The Merrimac Bridge Refurbishing And Upgrade. (Pages 314-315)

Executive & Legislative:
Resolution 44-2022 To Adopt The Rules Of The Board For The 2022-24 Term, as amended. (Pages 21-37)
Resolution 45-2022 Naming The Official Sauk County Newspaper. (Pages 38-39)
Resolution 48-2022 Authorizing The Closing Of Certain County Facilities For The Purpose Of Conducting An Emergency Preparedness Drill. (Pages 43-44)
Resolution 57-2022 Authorizing Reimbursement For Attendance At The WCA Conference In Wisconsin Dells. (Pages 105-106)
Resolution 65-2022 To Disallow The Claim Of Gabriel Sauers. (Pages 145-155)
Resolution 66-2022 To Permit The County Board Chair To Travel Out Of State To A National Association Of Counties Event. (Pages 156-157)
Resolution 67-2022 To Ratify The Previous Decisions Of The Law Enforcement And Judiciary Committee When Acting As Two Separate Committees. (Pages 158-159)
Resolution 80-2022 Authorizing A Contract For Services With Axim Geospatial. (Pages 224-231)
Resolution 88-2022 To Support The City Of Baraboo's Knowles-Nelson Stewardship Program Land Purchase. (Page 256)

Petition for County Board Rule Amendment offered by Supervisor McCumber. MOTION (Krueger/Hazard) to suspend the Rules of the Board to consider the Petition for County Board Rule Amendment offered by Supervisor McCumber. Motion carried unanimously. Petition for County Board Rule Amendment offered by Supervisor McCumber (Rules of the Board suspended).
Resolution 9-2023 To Create The Ad-Hoc Rules Of The Board Review Committee. (Pages 493-494)
Resolution 10-2023 Authorizing The County To Enter Into The Settlement Agreements With Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation And CVS Pharmacy, Inc., Agree To The Terms Of The Addendum To The MOU Allocating Settlement Proceeds, And Authorize Entry Into The MOU With The Attorney General. (Pages 495-507)
Resolution 11-2023 In Support Of Village Of Sauk City Transportation Alternatives Program (TAP) Grant. (Pages 508-509)

Finance
Resolution 47-2022 To Authorize A Contract With The Rescue Agency And Amend The 2022 Budget. (Pages 41-42)
Resolution 55-2022 To Authorize ADRC To Purchase A Handicapped Accessible Van For The Transportation Program Using DOT Trust Fund And Amending The 2022 Budget For This Purpose. (
Resolution 58-2022 Designating County Depositories; Establishing Investment And Related Financial Procedures. (Pages 107-109)
Resolution 59-2022 Assigning Funds As Of December 31, 2021 And Amending The 2022 Budget For These Assignments. (Pages 110-112)
Resolution 62-2022 To Amend The 2022 Budget For Additional Allocation Of Grant Funds For Unmarked Squads As Well As Funds For The Safer Community Initiative. (Pages 113-118)
Resolution 68-2022 Assigning Funds As Of December 31, 2021 And Amending The 2021Budget. (Pages 160-166)
Resolution 82-2022 To Amend The 2022 Budget For Allocation Of ARPA Funds For In-Car Squad Cameras And Body Cameras. (Pages 234-235)
Resolution 103-2022 Approving The 2023 Budget And Establishing Taxes To Be Levied In Sauk County For The Year 2022 (Payable In 2023). (Pages 320-321)
Resolution 5-2023 To Authorize Creation Of One Full-Time Diversion Supervision Coordinator Position And To Amend The 2023 Budget. (Pages469-470)
Resolution 8-2023 To Accept Department of Health Services Grant, Authorize The Creation Of A Full- Time Dementia Care/Independent Living Specialist Position And A Part- Time Independent Living Coordinator Position And To Amend The 2023 Budget. (Pages 490-492)
Resolution 12-2023 Gratefully Accepting Donations and Gifts Presented To Sauk County In 2022. (Pages 510-512)
Resolution 24-2023 To Authorize The Director Of Land Resources And Environment To Accept Multi-Discharge Variance Funding; And Amending The 2023 Budget. (Pages 531-532)
Resolution 25-2023 To Purchase A TruNarc System With 2022 Carryforward Funds And Amend The 2023 Budget. (Pages 533)
Resolution 26-2023 Authorizing To Contract With TelCon Construction To Update The Fiber Locating Stations For Sauk County Fiber And To Amend The 2023 Budget. (Pages 534-535)

Highway & Parks:
Resolution 60-2022 Authorizing An Easement For Utility And Telecommunication Fiber Optic/Utility Building. (Pages
Resolution 89-2022 Approving The County Aid For Bridge Construction Under Wis. Stat. §82.08. (Pages 257-258)
Resolution 107-2022 To Transfer A Part Of CTH C To The Town Of Sumpter. (Pages 342-343)

Resolution 13-2023 Designating The Week Of April 17th Through 21st 2023 As "Work Zone Safety Awareness Week In Sauk County." (Page 513)

Human Services Board:
Resolution 5-2023 To Authorize Creation Of One Full-Time Diversion Supervision Coordinator Position And To Amend The 2023 Budget. (Pages469-470)

Land Resources & Environment Committee:
Resolution 49-2022 Resolution To Adopt Amendments To The Fee Schedule For Chapter 51 Construction Site Erosion Control And Stormwater Management. (Pages 67-74)
Resolution 50-2022 Resolution To Authorize Participation In The Department Of Natural Resources Municipal Dam Grant Program. (Pages 79-80)
Resolution 51-2022 Resolution To Authorize A Small Dam Option For Hemlock Dam And To Rescind The Use Of Funds Through The Department Of Natural Resources Municipal Dam Grant Program. (Pages 81-82)
Resolution 61-2022 Authorizing The Director Of Land Resources And Environment To Submit Grant Applications For DATCP Clean Sweep Program. (Pages 119-120)
Resolution 69-2022 To Award A Contract For Design And Engineering Services For The Horse Campground At White Mound County Park. (Pages 167-168)
Resolution 70-2022 To Authorize Participation In The State Of Wisconsin Off-Highway Motorcycle Trail Grant Program. (Page 171)
Resolution 71-2022 To Amend The 2022 LRE Budget To Include Funding For A Streambank Project At The County Farm, as amended. (Pages 172-173)
Resolution 74-2022 Authorizing Amendments To The Sauk County Farm And Health Care Center Cropland And Pasture Lease Agreements. (Pages 189-192)
Resolution 81-2022 Authorizing The Director Of Land Resources And Environment To Enter Into A Memorandum Of Understanding With The Sauk Soil & Water Improvement Group. (Pages 232-233)
Resolution 90-2022 To Authorize Participation In The County Conservation Aids Grant Program. (Page 259)
Resolution 91-2022 To Authorize An Addendum To An Intergovernmental Agreement With Dane County For The Great Sauk State Trail - Walking Iron Trail Bridge Over The Wisconsin River And To Authorize A Request For Proposal For Development Of The Trail Bridge. (Pages 260-261)
Resolution 92-2022 To A Request For Proposal For Development Of Corridor Plan For The Great Sauk State Trail From The Sauk Prairie State Recreational Area To The 400 State Trail. (Pages 262-263)
Resolution 93-2022 To Award A Contract For ATV Trail Improvements. (Page 264)
Resolution 97-2022 Resolution To Deny A Proposed Rezone Petition 25-2022. (Pages 275-276)
Resolution 98-2022 Authorizing The Director Of Land Resources And Environment To Submit Grant Application For Surface Water Grant Program. (Pages 277-278)
Resolution 108-2022 Authorizing The Director Of Land Resources And Environment To Submit Multi-Discharger Variance Application To The Wisconsin Department Of Natural Resources. (Pages 346-347)
Resolution 109-2022 Authorizing A Cropland Lease Agreement At The Sauk County Farm. (Pages 348-372)
Resolution 110-2022 Authorizing A Pasture Lease Agreement At The Sauk County Farm. (Pages 373-390)
Resolution 111-2022 Authorizing Sauk County To Enter Into A Memorandum Of Understanding With The Sauk Soil & Water Improvement Group For Agricultural Demonstration And Research At The Sauk County Farm. (Pages 391-410)
Resolution 112-2022 Authorizing A Cropland Lease Agreement At The Sauk County Health Care Center. (Pages 411-430)
Resolution 113-2022 To Adopt Amendments To The Fee Schedule For Chapter 10 County Parks. (Pages 431-432)
Resolution 114-2022 Authorizing Sauk County To Enter Into A Contract with MSA Professional Services, Inc. For Great Sauk State Trail/Walking Iron Trail Bridge Funding Services, Construction Documents, Regulatory Permits, And Bid/Construction/Grant Administration. (Page 433)

Resolution 115-2022 Authorizing Sauk County To Enter Into A Contract With HKGi For The Great Sauk State Trail Master Plan. (Pages 434-436)
Resolution 3-2023 Amending The 2023 Budget To Appropriate $90,259 Pursuant To Intergovernmental Agreement Between Sauk County, Wisconsin, and the Ho-Chunk Nation. (Pages 460-461)
Resolution 6-2023 To Adopt Amendments To The LRE Fee Schedule. (Pages 473-481)
Resolution 7-2023 To Authorize A Quit Claim Deed For Land Area Near The Delton Dam. (Pages 482-484)

Law Enforcement & Judiciary:
Resolution 62-2022 To Amend The 2022 Budget For Additional Allocation Of Grant Funds For Unmarked Squads As Well As Funds For The Safer Community Initiative. (Pages 121-122)
Resolution 82-2022 To Amend The 2022 Budget For Allocation Of ARPA Funds For In-Car Squad Cameras And Body Cameras. (Pages 234-235)
Resolution 83-2022 To Designate The Sauk County Sheriff Office Dispatch Center As The One Public Safety Answering Point Eligible For Grant Funds. (Pages 236-237)
Resolution 99-2022 Approving A Request To Apply For A Cooperative County And Ho-Chunk Nation Law Enforcement Program For Tribal Trust Lands Within Sauk County. (Page 285)
Resolution 116-2022 In Support Of increased County Child Support Funding. (Pages 437-438)
Resolution 11-2023 In Support Of Village Of Sauk City Transportation Alternatives Program (TAP) Grant. (Pages 508-509)
Resolution 14-2023 To Award A Contract For Pasture Expansion At The Sauk County Farm. (Page 514)
Resolution 15-2023 To Adopt The Sauk County Farm Forest Stewardship Plan As An Appendix To The 2022-2042 Sauk County Farm Property Master Plan. (Pages 515-516)
Resolution 16-2023 To Authorize Participation In The State Of Wisconsin Motorized Recreation Grant Programs For Snowmobile Trails, ATV/UTV Trails And Off-Highway Motorcycle Events. (Pages 517-518)
Resolution 17-2023 To Award A Contract For Design And Engineering Services Of The Educational Hub At The Sauk County Farm. (Pages 519-520)
Resolution 18-2023 Authorizing The Acquisition Of One ESRI ArcGIS Desktop Software User License. (Pages 521-522)
Resolution 19-2023 Authorizing The Acquisition Of Services From Intrado Life And Safety For NG911 GIS Implementation. (Pages 523-524)
Resolution 20-2023 To Award A Contract For Snowmobile Trail Improvements. (Pages 525-526)
Resolution 21-2023 To Award A Contract For Equestrian Campground Improvements At White Mound County Park. (Pages 527-528)
Resolution 22-2023 Authorizing A Contract With Panda Consulting For The Migration Of Tax Parcel Map Data. (Page 529)
Resolution 23-2023 To Award A Contract For The Hemlock Dam Replacement. (Page 530)
Resolution 24-2023 To Authorize The Director Of Land Resources And Environment To Accept Multi-Discharge Variance Funding; And Amending The 2023 Budget. (Pages 531-532)
Resolution 25-2023 To Purchase A TruNarc System With 2022 Carryforward Funds And Amend The 2023 Budget. (Pages 533)

Personnel & Insurance Committee:
Resolution 75-2022 To Ratify The July 1, 2021-December 31, 2023, Collective Bargaining Agreement Between Sauk County And The Wisconsin Professional Police Association (WPPA) L241-Sheriff's Department Sworn Unit. (Pages 196-205)
Resolution 76-2022 Authorizing A Contractual Agreement With McGrath Human Resource Group To Provide Professional Services To Conduct The Sauk County Classification And Compensation Analysis. (Pages 206-207)
Resolution 94-2022 Establishing The 2023, 2024, 2025, And 2026 Health Insurance Program For Sauk County. (Pages 265-266)
Resolution 102-2022 To Create New Positions For The 2023 Budget. (Pages 318-319)

Resolution 117-2022 To Approve The Liability, Property, And Workers Compensation Coverage, Insurance, Carrier And Premiums For Sauk County. (Pages 439-441)
Resolution 5-2023 To Authorize Creation Of One Full-Time Diversion Supervision Coordinator Position And To Amend The 2023 Budget. (Pages469-470)
Resolution 8-2023 To Accept Department of Health Services Grant, Authorize The Creation Of A Full- Time Dementia Care/Independent Living Specialist Position And A Part- Time Independent Living Coordinator Position And To Amend The 2023 Budget. (Pages 490-492)

Property:
Resolution 63-2022 Authorizing To Jointly Construct A Telecommunication Fiber Optic Loop From County Highway A To The New Sauk County Highway Facility. (Pages 123-124)
Resolution 72-2022 Authorizing A Three-Year Contract With GLS Utility LLC To Be The Fiber Locating Service For Sauk County. (Pages 174-175)
Resolution 84-2022 Authorizing To Contract With InSITE Consulting Architects, LLC For Architectural Engineering Design For Specified Areas At The Courthouse And West Square Administration Facilities. (Pages 238-239)
Resolution 26-2023 Authorizing To Contract With TelCon Construction To Update The Fiber Locating Stations For Sauk County Fiber And To Amend The 2023 Budget. (Pages 534-535)

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS- ORGANIZATIONAL MEETING
APRIL 19, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Lohr and McCumber. ABSENT & EXCUSED: (0). VACANT: (1).

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Deitrich.

4. **Administration of the Oath Of Office.**
   i. The Honorable Judge Michael Screnock, Sauk County Circuit Court, Branch 1.

5. **Adopt Amended Agenda.** MOTION (Schell/Gruber). Motion carried **unanimously.**

6. **Adopt the minutes.** MOTION (Polivka/Peper) to adopt the minutes from the previous meeting and from the New Supervisors Orientation meeting. Motion carried **unanimously**.

7. **General Consent Agenda Items.**
   a. **EXECUTIVE & LEGISLATIVE COMMITTEE:**
      i. **Resolution 37-2022 Honoring Wally Czuprynko.**
      ii. **Resolution 38-2022 Honoring Ross Curry.**

   MOTION (Klitzke/Deitrich) to approve consent agenda items. Motion carried **unanimously**. *(Voice vote)*

   b. **HEALTH CARE CENTER BOARD OF TRUSTEES:**
      i. **Resolution 39-2022 Commending Stella Walker For More Than 15 Years Of Faithful Service To The People of Sauk County**.

   c. **HUMAN SERVICES COMMITTEE:**
      i. **Resolution 40-2022 Commending Andrew Gorsuch For Over 18 Years Of Service To The People Of Sauk County.**
      ii. **Resolution 41-2022 Commending Cheri Brickl For Over 45 Years Of Service To The People Of Sauk County.**
      iii. **Resolution 42-2022 Commending Teresa Bass For Over 34 Years Of Service To The People Of Sauk County.**

   d. **JUDICIARY COMMITTEE:**
      i. **Resolution 43-2022- Commending Pat Church For 29 Years Of Service To The People Of Sauk County.**

MOTION (Polivka/Klitzke) to approve consent agenda items. Motion carried **unanimously.** *(Voice vote)*

8. **Rules of the Board.**
   Resolution 44-2022 To Adopt The Rules Of The Board For The 2022-24 Term. MOTION (Rego/Gruber).
   MOTION (Carver/Gruber) to amend the Rules of the Board as follows:
   On line 81: "No supervisor may be elected as Chairperson for more than ~~two (2)~~ *three (3)* consecutive terms."
   Vote on MOTION to amend: AYES: (23) Roxen, Spencer, Eberl, Kinsman, Klitzke, Scanlon, Flint, Clemens, Prosser, Schell, Dorner, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Gruber, Detter, Chrisler, Stehling, McAuliffe and McCumber. NAYS: (7) Rego, Deitrich, Krueger, Lombard, Fordham, Peper and Lohr. VACANT: (1). Motion carried.

   MOTION (Rego/Fordham) to amend the Rules of the Board as follows:
   Eliminate the new, underlined language on lines 275, 276 and 277.
   Vote on MOTION to amend: AYES: (22) Roxen, Spencer, Eberl, Rego, Scanlon, Krueger, Lombard, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe and McCumber. NAYS: (7) Kinsman, Klitzke, Deitrich, Flint, Prosser, Schell and Lohr. ABSTAIN: (1) Clemens. VACANT: (1). Motion carried.

   Vote on original MOTION (Rego/Gruber) to Adopt The Rules Of The Board For The 2022-24 Term, as amended. AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (0). VACANT: (1). Motion carried **unanimously.**

9. **Executive & Legislative Committee:**
   Resolution 45-2022 Naming The Official Sauk County Newspaper. MOTION (Krueger/Klitzke).
   VOTE: AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (0). VACANT: (1). Motion carried **unanimously.**

10. **Election of the Chair and Vice-Chair Of The Board Of Supervisors; And Three (3) At-Large Members Of The Executive & Legislative Committee.**

    Election of Chair of the Board of Supervisors conducted by Brandon Lohr, Vice-Chair:
    Nomination of Candidates for Chair:
    Formal paper ballot nomination for County Board Chair:

    Supervisor Krueger
    Supervisor McAuliffe
    Supervisor McCumber

    Supervisors Krueger and McAuliffe declined.

    First formal paper ballot vote for Sauk County Board Chair:
    Supervisor McCumber - 29

Chair elected: Supervisor McCumber

Supervisor McCumber then took his seat as County Board Chair, and presided over the remainder of the meeting.

Election of Vice-Chair of the Board of Supervisors:
Nomination of Candidates for Vice Chair:
Formal paper ballot nomination for County Board Vice-Chair:
Supervisor Deitrich
Supervisor Detter
Supervisor McAuliffe
Supervisor Polivka
Supervisor Krueger
Supervisor Klitzke

Supervisors Krueger and Klitzke declined.
Supervisors Deitrich, Detter, McAuliffe and Polivka addressed the board regarding their nominations.

First formal paper ballot vote for Sauk County Board Vice Chair:
Supervisor Deitrich - 16
Supervisor Detter – 6
Supervisor McAuliffe – 4
Supervisor Polivka - 4

Vice Chair elected: Supervisor Deitrich

Supervisor Deitrich took his seat in the Vice Chair's position.

Election of Three (3) at-large members of the Executive & Legislative Committee:
Nomination of Candidates for 1st at-large Executive & Legislative Committee Member:
Formal paper ballot nomination for 1st at-large Executive & Legislative Committee member:

Supervisor Carver
Supervisor Detter
Supervisor Dorner
Supervisor Gruber
Supervisor Hazard
Supervisor Krueger
Supervisor McAuliffe
Supervisor Polivka

Supervisors Hazard and Gruber addressed the board regarding their nomination.

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First formal paper ballot vote for 1st at-large Executive & Legislative Committee member:
Supervisor Carver - 1
Supervisor Detter - 2
Supervisor Dorner - 1
Supervisor Gruber - 10
Supervisor Hazard - 4
Supervisor Krueger - 7
Supervisor McAuliffe - 3
Supervisor Polivka - 2

Supervisors Detter, Dorner, Hazard and Polivka withdrew.

Second formal paper ballot vote for 1st at-large Executive & Legislative Committee member:
Supervisor Carver -1
Supervisor Gruber -16
Supervisor Krueger - 9
Supervisor McAuliffe - 4

1st at-large Executive & Legislative Committee member elected:
Supervisor Gruber

Nomination of Candidates for 2nd at-large Executive & Legislative Committee member:
Formal paper ballot nomination for 2nd at-large Executive & Legislative Committee member:
Supervisor Carver
Supervisor Detter
Supervisor Hazard
Supervisor Klitzke
Supervisor Krueger
Supervisor Lohr
Supervisor McAuliffe
Supervisor Peper
Supervisor Polivka

Supervisors Carver, Hazard, Klitzke and Polivka declined.
Supervisors Lohr and Peper addressed the board regarding their nomination.

First formal paper ballot vote for 2nd at-large Executive & Legislative Committee member:
Supervisor Detter - 1
Supervisor Krueger - 10
Supervisor Lohr - 5
Supervisor McAuliffe – 7
Supervisor Peper – 7

Supervisors Lohr and Detter withdrew.

Second formal paper ballot vote for 2nd at-large Executive & Legislative Committee member:
Supervisor Krueger - 15
Supervisor McAuliffe - 6
Supervisor Peper - 9

4

Supervisor McAuliffe withdrew.

Third formal paper ballot vote for 2nd at-large Executive & Legislative Committee member:
Supervisor Krueger - 19
Supervisor Peper - 11

2nd at-large Executive & Legislative Committee member elected:
Supervisor Krueger

Nomination of Candidates for 3rd at-large Executive & Legislative Committee member:
Formal paper ballot nomination for 3rd at-large Executive & Legislative Committee member:
Supervisor Carver
Supervisor Detter
Supervisor Flint
Supervisor Hazard
Supervisor Lohr
Supervisor McAuliffe
Supervisor Peper
Supervisor Polivka
Supervisor Rego

Supervisors Carver, Detter and Rego declined.

First formal paper ballot vote for 3rd at-large Executive & Legislative Committee member:
Supervisor Flint - 4
Supervisor Hazard - 2
Supervisor Lohr - 5
Supervisor McAuliffe – 9
Supervisor Peper – 8
Supervisor Polivka - 2

Supervisors Flint, Hazard, Lohr and Polivka withdrew.

Second formal paper ballot vote for 3rd at-large Executive & Legislative Committee member:
Supervisor McAuliffe - 13
Supervisor Peper - 17

3rd at-large Executive & Legislative Committee member elected:
Supervisor Peper

11. **Scheduled Appearances.** None.

12. **Public Comment.** None.

13. **Communications.** *(All communications attached to Granicus)*
    i. 03/24/2022- Flyer for 2022 Pasture Walks
    ii. 03/29/2022 Letter from the Wisconsin Historical Society, re: Ralph P. Perry House.
    iii. 03/21/2022 Letter from Carnegie-Schadde Memorial Public Library, Baraboo, re: Library expansion.

iv. 04/05/2022 Letter from Terri Langer, re: Resignation from HCC Board of Trustees.
v. 04/07/2022 Letter from State of Wisconsin DNR, re: Land donation in the Town of Sumpter.

14. **Appointments.**
    i. Children's Community Options Program/Birth to 3 Advisory Committee:
    Lydia Muehrer, New Appointment, Citizen Member
    3- year term- 04/19/2022- 04/21/2025

    ii. Child Support Administrator:
    Sara L. Benton

    iii. Board of Health:
    Dr. Barclay Shultz, New Appointment, Other Member
    3- year term- 04/19/2022- 04/21/2025

MOTION (Rego/Scanlon). **VOTE:** AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). VACANT: (1). Motion carried **unanimously.**

15. **Bills**. None.

16. **Claims.** None.

17. **Elections.** None.

18. **Proclamations.** None.

19. **Reports – informational, no action required**.
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
    b. Brent Miller, Administrator
        i. Administrator's report update.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.
        ii. WCA Conference.
        iii. Forms on Desk:
            1. Interest and Experience Survey
            2. Sauk County Standards of Conduct and Financial Interest Form
            3. Yellow 2022 WCA Biennial Survey

*Supervisor Hazard excused himself from the meeting at 7:48 P.M.

20. **Unfinished Business.** None.

21. **New Business.**

BOARD OF HEALTH:

Resolution 46-2022 To Amend The Resolution To Purchase Two Vehicles. MOTION (Scanlon/Klitzke). **VOTE:** AYES: (26) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling and McAuliffe. NAYS: (3) Flint, Deitrich and McCumber. ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried.

BOARD OF HEALTH AND FINANCE COMMITTEE:

Resolution 47-2022 To Authorize A Contract With The Rescue Agency And Amend The 2022 Budget. MOTION (Krueger/Polivka). **Requires 2/3 vote*. **VOTE:** AYES: (25) Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (4) Roxen, Prosser, Lombard and Detter. ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried.

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 48-2022 Authorizing The Closing Of Certain County Facilities For The Purpose Of Conducting An Emergency Preparedness Drill. MOTION (Rego/Gruber). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Ordinance 2-2022 An Ordinance to Approve A Map Amendment (Rezoning) Of Lands In The Town Of Excelsior From A Commercial, Exclusive Agriculture, And Agriculture To An Exclusive Agriculture Zoning District Filed Upon Erik Larson, Property Owner. MOTION (Kinsman/Polivka). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.69(5)(e)(6), of Wisconsin State Statutes (April 19, 2022).*

Ordinance 3-2022 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Baraboo From A Commercial To An Agriculture Zoning District Filed Upon William Brown, Property Owner. MOTION (Kinsman/Polivka). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.69(5)(e)(6), of Wisconsin State Statutes (April 19, 2022).*

Ordinance 4-2022 Ordinance Amendment To Adopt A New Sauk County Zoning Ch. 51 Erosion Control And Stormwater Management Ordinance And To Amend Section 20.07, Chapter 20, Uniform Citation Ordinance. MOTION (Kinsman/McAuliffe). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (April 19, 2022).*

Ordinance 5-2022 Ordinance Amendment To Chapter 10 County Parks. MOTION (Polivka/Kinsman). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (April 19, 2022).*

Resolution 49-2022 Resolution To Adopt Amendments To The Fee Schedule For Chapter 51 Construction Site Erosion Control And Stormwater Management. MOTION (Kinsman/Krueger). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (1) Detter. ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried.

Ordinance 6-2022 Ordinance Amendment Section 20.07, Chapter 20, Uniform Citation Ordinance. MOTION (Kinsman/Krueger). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (1) Detter. ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried. *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (April 19, 2022).*

Resolution 50-2022 Resolution To Authorize Participation In The Department Of Natural Resources Municipal Dam Grant Program. MOTION (Krueger/Polivka). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (1) Hazard. VACANT: (1). Motion carried **unanimously.**

*Supervisor Hazard returned to the meeting at 8:25 P.M.

Resolution 51-2022 Resolution To Authorize A Small Dam Option For Hemlock Dam And To Rescind The Use Of Funds Through The Department Of Natural Resources Municipal Dam Grant Program. MOTION (Krueger/Polivka). **VOTE:** AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (0). VACANT: (1). Motion carried **unanimously.**

21. **Closed Session:**
MOTION (Gruber/Schell) to enter into closed session.

Roll Call: AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Deitrich, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Lohr and McCumber. NAYS: (0). Motion carried **unanimously.** *(Verbal vote).*

The Board of Supervisors entered into closed session pursuant to Wisconsin Statutes, Section 19.85 (1)(g), conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved and pursuant to Wisconsin Statutes Section 19.85 (1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session (Topic: Great Sauk State Trail Retaining Wall in Prairie du Sac). A roll call vote will be taken to go into closed session and it is anticipated that the County Board will return to open session by roll call vote to consider the remainder of the meeting agenda.

Announcement of action taken in closed session, or take action based on closed session (NOTE: If the announcement of action taken in closed session would compromise the need for the closed session, the action taken will not be announced. Any action taken in closed session may be announced when the need for the closed session has passed). Remaining in the room for closed session: LRE staff.

MOTION (Peper/Rego) to return to open session.

Open session began at 9:17 p.m.

MOTION (Hazard/Gruber) to reaffirm the resolution on the Emergency Action to evaluate repairing the Great State Sauk Trail retaining wall. Motion carried **unanimously.** *(Verbal vote)*

23. **Referrals.**

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

25. **Adjournment to a date certain:** 9:18 P.M. MOTION (Rego/Klitzke) to adjourn until Tuesday, May 17, 2022 at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: May 17, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the April 19, 2022 Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286 www.co.sauk.wi.us
These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 51-2022

Resolution Honoring Wally Czuprynko

Resolution offered by the Executive & Legislative 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 individuals who have served the people of Sauk County with distinction. Wally Czuprynko has faithfully served as a member of the Sauk County Board of Supervisors since September 2013 and completed his service as a member of the Sauk County Board of Supervisors on April 18, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Wally Czuprynko for over 8 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to present to Wally Czuprynko an appropriate certificate of commendation as a token of our esteem.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 19th day of April 2022.

Consent Agenda Item: [X] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 04.12.2022

Offered and passage moved by:

Tim McCumber, Chair

Brandon Lohr, Vice-Chair

Marty Krueger

Valerie McAuliffe

Wally Czuprynko

Fiscal Note: None. KPB
MIS Note: None.

RESOLUTION # 38-2022

Resolution Honoring Ross Curry

Resolution offered by the Executive & Legislative 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 individuals who have served the people of Sauk County with distinction. Ross Curry has faithfully served as a member of the Sauk County Board of Supervisors since November 2018 and completed his service as a member of the Sauk County Board of Supervisors on April 18, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Ross Curry for over 3 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to present to Ross Curry an appropriate certificate of commendation as a token of our esteem.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 19th day of April 2022.

Consent Agenda Item: [X] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 04.12.2022.

Offered and passage moved by:

Tim McCumber, Chair

Brandon Lohr, Vice-Chair

Marty Krueger

Valerie McAuliffe

Wally Czuprynko

Fiscal Note: None. KPB
MIS Note: None.

RESOLUTION # 39 -2022

Resolution to Commend Stella Walker for More Than 15 Years of Faithful Service To The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Stella Walker Faithfully served the people of Sauk County as a Certified Nursing Assistant at the Sauk County Health Care Center. Stella Walker was an essential team member to the Sauk County Health Care Cener and all of Sauk County for over 15 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk county Board of Supervisors express its sincere appreciation and admiration for Stella Walker and her over 15 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Heath Care Center Board of Trustees Committee, this 19th day of April, 2022

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

_____
Bryant Hazard, Supervisor

_____
Tim Reppen, Supervisor

_____
Rebecca Klitzke, Supervisor

_____
Mike Flint, Supervisor

_____
William Higgins, Citizen Member

Terri Langer, Citizen Member

Thomas "Rex" Flygt, Citizen Member

Fiscal Note: No Fiscal impact. KPB

MIS Note: No information systems impact.

RESOLUTION # 40 -2022

Resolution to Commend Andrew Gorsuch for Over 18 Years of Service to the People of Sauk County

Resolution offered by the Human Services 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 staff members who have served the people of Sauk County with distinction. Andrew "Andy" Gorsuch faithfully served the people of Sauk County as a registered nurse for over 18 years. Andy started working for the Sheriff's Department on July 8, 2003, and retired from Human Services on March 18, 2022. Andy was highly valued and respected for his knowledge and understanding of psychiatric nursing. Andy has worked with a number of psychiatric providers and consumers over the years. He was a thoughtful, approachable, helpful, reliable, dedicated nurse who supported individuals in achieving their full potential. The impact of his compassion and understanding, as well as his sense of humor, will be greatly missed. It is without doubt that Andy will continue to have a positive impact on those around him.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for Andrew Gorsuch and his over 18 years of faithful service to the people of Sauk County.

Approved for presentation to the County Board by the Human Services Committee, this 19th day of April, 2022.

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Patricia Rego, Supervisor

Delmar Scanlon, Supervisor

Joel Chrisler, Supervisor

Kristin White Eagle, Supervisor

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Michelle Bushweiler, Supervisor

Valerie McAuliffe, Supervisor

Cliff Thompson, Citizen Member

Eric Scheunemann, Citizen Member

James Bowers, Citizen Member

Fiscal Note: No fiscal impact. EPB

MIS Note: No information systems impact.

RESOLUTION # 41 -2022

Resolution to Commend Cheri Brickl for Over 45 Years of Service to the People of Sauk County

Resolution offered by the Human Services 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 staff members who have served the people of Sauk County with distinction. Cheri started with Sauk County in 1976 as a Typist and then began her work as an Income Maintenance Assistant in 1985. Income Maintenance eventually became Economic Support and Cheri worked her way up through the ranks, from Specialist to Lead Worker to Assistant Supervisor, and ultimately to Supervisor in 2017. Cheri was incredibly knowledgeable about her programs and extremely dedicated to her work and the people she served. As a Supervisor she cared deeply about her staff both professionally and personally, always taking the time to hear them, advocate for them, express her appreciation for their efforts, and vocalize their successes. Cheri was viewed as being genuine, fair-minded, understanding, positive, and encouraging. She took the time to make sure staff knew they were valued. Cheri touched countless lives during her years at Sauk County. Her loyalty, hard work, expertise, and big heart will be greatly missed.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for Cheri Brickl and her over 45 years of faithful service to the people of Sauk County.

Approved for presentation to the County Board by the Human Services Committee, this 19th day of April, 2022.

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Patricia Rego, Supervisor

Delmar Scanlon, Supervisor

Joel Chrisler, Supervisor

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Kristin White Eagle, Supervisor

Michelle Bushweiler, Supervisor

Valerie McAuliffe, Supervisor

Cliff Thompson, Citizen Member

Eric Scheunemann, Citizen Member

James Bowers, Citizen Member

Fiscal Note: No fiscal impact. KLB

MIS Note: No information systems impact.

RESOLUTION # 42 -2022

Resolution to Commend Teresa Bass for Over 34 Years of Service to the People of Sauk County

Resolution offered by the Human Services 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 staff members who have served the people of Sauk County with distinction. Teresa Bass started working for Tri-County Human Services on 4/1/1974 at the Counseling Center of Sauk County while she was still in high school, continuing through the merge with Sauk County Social Services in 1988. She has continued to reliably serve this great county for the past 48 years in a variety of roles. Her job titles have included: stenographer, stenographer/secretary, receptionist, secretary, clerk, data coordinator, respite care coordinator, administrative assistant, administrative support specialist and most recently, CSP Program Specialist. She has worked in 4 different buildings and in 12 different offices. She has had 8 different supervisors and has worked in all Human Services programs but one. In addition to her impeccable record as an employee, she also leaves behind a host of friends and colleagues that will miss her dearly. Her teammates will miss her thoughtfulness, her humor and her calm, steady presence. The services provided by her team were better because of her efforts and the CSP team will strive to carry forward the example she set.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for Teresa Bass and her over 34 years of faithful service to the people of Sauk County.

Approved for presentation to the County Board by the Human Services Committee, this 19th day of April, 2022.

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Patricia Rego, Supervisor

Delmar Scanlon, Supervisor

Joe Chrisler, Supervisor

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Kristin White Eagle, Supervisor

Michelle Bushweiler, Supervisor

Valerie McAuliffe, Supervisor

Cliff Thompson, Citizen Member

Eric Scheunemann, Citizen Member

James Bowers, Citizen Member

Fiscal Note: No fiscal impact. KPB

MIS Note: No information systems impact.

RESOLUTION # 43-2022

Resolution to Honor Pat Church for Over 29 Years of Service

Resolution offered by the Judiciary 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 individuals who have served the people of Sauk County with distinction. Pat Church faithfully served the people of Sauk County by providing over 29 years of service with the Sauk County District Attorney's Office. Pat has been an integral part of the Sauk County District Attorney's Office and her knowledge and expertise will be greatly missed.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Pat Church for over 29 years of faithful service to the people of Sauk County; and,

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Pat Church an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Judiciary Committee, this 12th day of April, 2022

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

_____
Supervisor David A. Riek, Chair

_____
Supervisor John M. Deitrich

_____
Supervisor Tim Keppen

_____
Supervisor Kevin Schell

_____
Supervisor Thomas Dorner

Fiscal Note: No impact. KPB

MIS Note: No information systems impact.

RESOLUTION # 44-2022

Resolution to adopt the Rules of the Board for the 2022-24 term.

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: The County Board can adopt its own rules of procedure to govern how the County Board operates. The adopted County Board Rules govern the actions of the County Board for the two-year term of the Board. This resolution would set the Rules of the Board for the 2022-24 Term of the Sauk County Board. The Rules of the Board are set forth below, with deletions made by strikethrough and additions made by underline.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors does hereby approve and adopt the attached Rules of the Board for the 2022-24 Term of the County Board.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 1st day of March, 2021

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 Majority = __X__ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 04-12-2022 .

Offered and passage moved by:

Timothy McCumber

Brandon Lohr

Valerie McAuliffe

Wally Czuprynko

Marty Krueger

Fiscal Note: None KPB

MIS Note: None

RULES OF THE SAUK COUNTY BOARD OF SUPERVISORS (2020-22-2022-24)

[Last revised 09/21/2021]

RULE I. BOARD ORGANIZATION AND MEETINGS.

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A. As provided by statute, the Sauk County Board of Supervisors ("Board") shall organize on the third Tuesday of April in even numbered years. ~~and adopt rules and regulations for the ensuing term by a majority vote of the board.~~ Regular and special meetings of the Board shall be held and conducted in accordance with the provisions of Wis. Stat. § 59.11. The Board shall hold an annual meeting on the Tuesday after the second Monday of November in each year for the purpose of transacting business and the adoption of the budget. When the day of the meeting falls on November 11, the meeting shall be held on the next succeeding day.

B. The Chairperson of the County Board ("Chair") and Vice-Chairperson shall be elected biennially by the Board at the April meeting in even-numbered years. A majority vote of the total elected Supervisors is required to elect the Chair and Vice-Chair (e.g. 31 districts in Sauk County, 16 votes required regardless of number of Supervisors in attendance at meeting). Furthermore, any Supervisor may request removal of the Chair or Vice-Chair and new elections for a new Chairperson, Vice-Chairperson or both under item 13 of the regular Board meeting agenda, provided such request is placed with the County Clerk and County Administrator pursuant to the provisions of III. A. Such officers shall take office upon election. ~~If the former Chair is considering running for reelection, the Chair shall turn the meeting over to the Vice-Chair to chair the meeting during the election of the chair. If the Chair and Vice-Chair are both running for election to Chair,~~ the meeting shall be chaired by the Corporation Counsel until a new Chair is elected. No Supervisor may be elected as Chairperson for more than two (2) consecutive terms.

C. The Board shall meet regularly in the County Board Room on the third Tuesday of each month except as provided in Rule I.A. above. Regular meetings of the full Board shall commence at 6:00 P.M. Any vote to adjourn to a different time or place for convening a regular meeting shall require approval by two-thirds of the members present.

D. The Chair shall preserve order and decorum. The Chair may speak to points of order in preference to other members, and shall recite questions of order subject to an appeal to the Board by any two members, on which appeal no member shall speak more than once, unless by leave of the Board. He or she shall vote on all roll calls, except upon appeals from his or her own decision. The Chair may NOT participate in debate or discussion unless he or she steps down from the Chair and assumes their regular seat (the Vice-Chair would then run the meeting) then following the same rules as any other Supervisor.

E. The Board aspires to encourage appropriate dress by board members that reflects the professionalism of the Board. Business casual or more formal attire is encouraged.

F. All comments, debates and discussions shall be appropriate and to the point of the topic under discussion, and conducted in a manner that is civil, and respectful of all concerned.

G. A Special Meeting of the Board shall be held in accordance with the provisions set forth in 59.11 (2). A Supervisor may signify agreement to a request by email, delivered to the Clerk via County email from a Supervisor's official Sauk County email address to the Clerk's official email address. Furthermore, the Clerk may notice a Special Meeting by email. Personal email accounts, SMS or other electronic messages are not acceptable

RULE II. AGENDA.

A. The order of business of Board meetings shall be as stated on the agenda for each session. The agenda shall jointly be the responsibility of the Chair, the County Administrator and the County Clerk. The agenda shall be circulated to the Board not less than two business days before each meeting.

Agenda amendments that comply with Open Meeting Law notice requirements are permitted after initial circulation.

B. The format for the agenda at the April organizational meeting held in even-numbered years shall be as follows:

1. Call to order.
2. Invocation and pledge of allegiance.
3. Verification of credentials and roll call.
4. Administration of oath of office.
5. ~~Adoption of Rules of the Board.~~
6. Adoption of agenda.
7. Approval of the minutes of the previous meeting.
8. Designation of official newspaper.
9. Election of a Chair and Vice Chair.
10. Election of at-large members of Executive & Legislative Committee.

(Proceed in accordance with regular meeting agenda, see II.C. 6. through 15.)

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

1. Call to order.
2. Roll call.
3. Invocation and pledge of allegiance.
4. Adoption of agenda.
5. Approval of the minutes of previous meeting.
6. General consent agenda items.
7. Scheduled appearances included on the agenda.
8. Public comment with each speaker limited to no more than three minutes.
9. Communications.
10. Appointments.
11. Bills.
12. Claims.
13. Elections.
14. Proclamations.
15. Reports.
16. Unfinished business.
17. New business.
18. Referrals.
19. New agenda items (no discussion). Submit in writing or by email new business items to the County Administrator as soon as possible for Rule III.A. committee referral or addition to the Board agenda.
20. Adjournment.

RULE III. RESOLUTIONS AND ORDINANCES.

A. All proposed Board agenda items shall be submitted in writing to the County Clerk and County Administrator by 4:30 p.m. on the Tuesday preceding the next regular meeting of the Board. The County Administrator is responsible for the referral and routing of all proposed resolutions and other items to come before a committee and the Board. Except as otherwise provided, all proposed Board agenda items shall be referred to each standing committee with subject matter jurisdiction prior to placement on the Board agenda for discussion, report, and recommendation. Any Supervisor may also

present a proposed resolution or agenda item for consideration by the full Board utilizing one of the following processes:

1. A Supervisor may request the committee chairman to place a proposed resolution or other item on the agenda of the next regular meeting of a committee of which he is a member; or

2. A Supervisor may request the County Administrator to refer a proposed resolution or item to the appropriate committee for consideration at its next regular meeting, if the requestor is not a member of that committee.

All business referred to a committee by the Board shall be taken up before the next regular Board meeting whenever possible. The Board may, by majority vote, recall any matter referred to a committee and refer the matter to another committee or take other appropriate action thereon. A Supervisor wishing to so recall an item from Committee must notify the County Administrator by the time set forth in III. A. so the proposed action may be properly included on the Board agenda. Supervisors are strongly encouraged to consider the recommendation of the committee prior to requesting a proposed resolution or item be placed on the agenda as the lack of committee support would be indicative of the proposed resolution's or item's feasibility.

B. Items may be included on the general consent portion of the agenda provided the matter was unanimously adopted by the sponsoring committee and the matter under consideration has no financial or public policy impact and is of a non-controversial nature. No ordinance shall be included in the general consent portion of the agenda. When the general consent portion of the agenda is placed before the Board for consideration, the Chair shall ask if any member of the Board objects to any item being considered by general consent. Any item placed on the general consent portion of the agenda may be placed under the new business portion of the agenda, and considered separately, upon the request of any supervisor, and without a motion and second, provided such request is made prior to a vote on the general consent portion of the agenda by the Board. If there is no objection to any item, the Chair will request a motion to approve the general consent portion of the agenda. All items in the general consent portion of the agenda may be approved by voice vote. Any member may request and shall be granted a recorded vote without a motion or second provided such request is made prior to the Chair's request for a motion to approve the consent agenda.

C. It shall be the responsibility of the sponsoring committee or supervisor to have the matter prepared in the form to be acted on and to have a fiscal note attached. All resolutions involving the expenditure or receipt of funds shall carry a fiscal note using a form approved by the Finance Committee which details the resolution's impact upon County finances approved and initialed by the Finance Director, Accounting Manager or County Administrator. In addition to the fiscal note, all resolutions shall contain a Management Information Systems (MIS) Note, and shall be reviewed by Corporation Counsel and approved as to form prior to inclusion in the agenda. A resolution lacking a fiscal note, MIS note, or legal review by Corporation Counsel shall not be considered by the Board. The background clause of any resolution or ordinance shall contain information sufficient to provide the purpose and need for the resolution or ordinance.

D. The Chair may immediately refer any matter not considered and reported to the Board by a committee to the appropriate committee without motion if there is no objection to referral. If objection is made, referral of the matter shall be immediately placed before the Board for vote and shall only be referred upon a majority vote of the members present and voting. Resolutions brought forward by individual supervisors must be presented to all committees having jurisdiction over the proposed matter as detailed above.

E. The County Board shall send a special advisory referendum question to the County Clerk

for placement on the next spring or fall ballot only if a supervisor submits the question in writing to the Board not less than one-hundred-twenty (120) days prior to the date of the next election and the question is approved for ballot placement by a two-thirds (2/3rds) vote of the Board.

RULE IV. ORGANIZATION.

A. In addition to presiding at meetings, the supervisor elected Chair by the Board, pursuant to Rule I.B., shall upon election, assume all the responsibilities and perform all duties required of the Chair, pursuant to applicable State Statutes and these Rules, until the Board elects a successor.

B. In case of the absence or inability of the Chair for any meeting, the Vice-Chair shall perform the duties of the Chair. In case of the absence or inability of both the Chair and Vice-Chair for any meeting, the members shall choose a temporary Chair by a majority vote of the members present. In the case of the permanent absence or inability of the Chair, the Vice-Chair shall become Chair, and a new Vice-Chair shall be elected by the Board.

C. The Chair is authorized to attend meetings and conferences on matters related to county government and may direct the attendance of the Vice-Chair or some other members of the Board, either in place of the Chair, or along with the Chair, however per diem shall not be payable unless authorized in accordance with Rule V.A. The Chair shall serve as the County's voting delegate at the Annual Convention of the Wisconsin Counties Association. The Chair shall serve on the following: Madison Area Technical College Appointment Board, Western Wisconsin Technical College District Board, and WIRED Leadership Caucus.

~~D.~~ If a vacancy occurs on the Board, ~~the Chair is authorized to appoint a qualified elector of the supervisory district wherein the vacancy occurs to fill the unexpired term. Such appointment shall be subject to approval of the Board at the next regular Board meeting following appointment by the Chair.~~ the procedures set forth Wis. Stat. s. 59.10(3)(e) shall govern in filling said vacancy. A supervisor filling a vacancy shall not *(note this is not new language but already underlined in the existing rule)* automatically be assigned to the same committees as his or her predecessor in office but may request particular assignments. The chair shall have the option of removing or replacing any or all committee assignments for a replacement supervisor including moving a minimal number of supervisors to different committees if it benefits the county. Reassignment of supervisors requires the express consent of each reassigned supervisor and approval by a majority of members voting on the reassignment. Replacement of a member of the Executive & Legislative Committee, shall require election by the Board.

E. Supervisors appointed to special committees, boards, and commissions shall serve on those bodies only so long as they remain members of the Board unless a state statute or county ordinance provides otherwise. At the point in time that a supervisor is no longer a member of the Board, the position on the special committee, board, or commission shall be deemed vacant, and the Chair shall appoint a new individual, who must be a member of the Board, to fill the unexpired term on the body. A former supervisor may only fill a citizen member position on a special committee, board or commission if the former supervisor's continued service will result in no diminution of representation on the body by members of the Board.

F. The County Administrator shall attend Board meetings.

G. The Corporation Counsel shall attend Board meetings and serve as parliamentarian and legal advisor to the Board. If the Corporation Counsel is unable to attend a Board meeting then the

County Administrator will serve as parliamentarian.

H. 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 clarifying budget procedures and upcoming budget analysis matters.

I. A secret ballot may be used by the Board or a committee but only to elect an officer of the Board or the committee. ~~When written ballots are used, supervisors shall indicate their vote by placing their district number on the reverse side of the ballot.~~ Nominations may be verbal from the floor and do not require a second. However, the person nominated must accept the nomination in order to be placed on the ballot. If there are no nominations from the floor, ~~in any election by the Board,~~ the first ballot shall be the nominating ballot, to be followed by succeeding formal ballots until a majority vote of the members present elects. Persons nominated may address the Board for up to 3 minutes. Only persons named on a nominating ballot shall be considered during a formal ballot, ~~and any ballot cast in violation of this rule shall be considered void~~ A nominee may withdraw themselves from the ballot at any time after the initial ballot.

J. The standing committees shall be appointed by the Chairperson, in consultation with the Executive & Legislative Committee, subject to the approval of the Board. Committee appointments shall be presented for approval at the next meeting of the Board following the date of organization. The Executive & Legislative Committee shall meet at the call of the Chairperson as soon as practical after the organizational meeting to consult on committee appointments. After consultation, the new, tentative committees appointed by the Chairperson shall serve prior to approval by the Board during the period between the organizational meeting and the regular meeting in May, where consideration by the Board shall take place.

K. A chair, vice-chair and secretary for each committee shall be selected by each committee's membership.

L. If the position of chair on a committee becomes vacant, the vice-chair becomes chair and an election shall be held to fill the position of vice-chair and any other subsequent vacancies.

M. ~~Removal of a supervisor from a committee.~~ A supervisor may only be removed from a committee by the County Board Chairperson with the approval of the County Board by a two-thirds vote of the Board members present.

N. ~~Resignation by supervisor from a committee.~~ If a supervisor wishes to resign from a committee, permission must be requested from the Board. Permission of the Board can be given through unanimous consent or a motion that is debatable and amendable. Once the request is granted, the vacancy is handled as any other vacancy.

O. Matters Pertaining to Standing Committees of the Board:

1. A supervisor shall serve as a committee member until the first Board meeting following the spring election.

2. Whenever two or more committees meet jointly, a quorum of each committee participating in the joint meeting is required. A supervisor who serves on two or more of the committees may be counted toward a quorum of more than one of the committees meeting

jointly. The joint committees shall vote to select one chair of one of the participating committees to serve as chair of the joint meeting.

3. Supervisors are expected to attend the committee meetings of the committees to which they are assigned. When a supervisor cannot attend a meeting, it is the responsibility of the supervisor to request excusal from the chair of the committee.

4. A County Board member attending a committee meeting of a committee on which they do not serve, shall be given the opportunity to address said committee at least once, for a period of time which is at least equal to the time allowed for individual speakers at public comment, provided the matter to be addressed is a matter that is on that committee's properly posted agenda. The decision to allow the supervisor to speak more than once is within the discretion of the chair of the committee. The chair's decision may be overruled by a majority vote of the committee.

5. 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.

6. Committee agenda format will be established in compliance with open meetings law and by the committee chair and secretary based on that respective committee's precedent.

P. Special committees, boards, special appointments and commissions shall be selected or appointed by the Chair with the approval of the Board. These committees, boards and commissions shall select their own chair. The Chair shall notify the supervisors of proposed appointments by United States Mail or email no later than the Thursday afternoon prior to the scheduled meeting of the Board at which the appointments will be voted upon. If an appointment is to be considered at a special meeting of the Board, the Chair shall provide notice by United States Mail or email no later than five days prior to the date of the special meeting.

Q. Remote Participation in Sauk County Board and Committee Meetings

A Supervisor may remotely attend, be counted towards a quorum, vote and be paid per diem as follows:

COUNTY BOARD MEETING:
Supervisor must request remote participation in a meeting of the full County Board of the Chair at least ten (10) days prior to the meeting, and notify the County Clerk if and once such request is granted by the Chair.
Supervisor may participate via voice or video; may speak only when recognized by the Chair pursuant to all other applicable rules of the board; may vote ONLY using County approved, properly configured, and secured voting device.
An individual Supervisor may remotely attend a meeting no more than three (3) times per two-year term.
No more than two Supervisors may remotely attend and participate in a meeting of the full County Board.
Remote participation in closed session is not allowed.
The Chair may alter the provisions of this paragraph to allow for unforeseen or urgent circumstances.

COMMITTEES OF THE COUNTY BOARD:
Supervisor must request the remote participation in a Committee meeting of the Committee Chair at least 5 days prior to the meeting, and notify the Secretary of the Committee if and once such request is granted

by the Chair.

Supervisor may participate and vote via voice or video; may speak only when recognized by the Chair pursuant to all other applicable Rules of the Board and Committee.
An individual Supervisor may remotely attend a meeting no more than three (3) times per two-year term.
No more than one (1) Supervisor may remotely attend and participate in a Committee meeting.
Remote participation in closed session is not allowed.

The Chair may alter the provisions of this paragraph to allow for unforeseen or urgent circumstances.

Sauk County Health Care Center (SCHCC) staff who participate in the SCHCC trustees meetings may do so remotely when they need to remain at the SCHCC for health and safety reasons. Citizen members of the SCHCC trustees may participate in meetings remotely when health and safety is a concern.

The Chair of the Board or a Committee may *not* remotely preside over any meeting.
The provisions set forth in this paragraph shall be reviewed on a quarterly basis by the Executive and Legislative Committee.

RULE V. COMPENSATION.

A. Supervisors shall be authorized up to a maximum of 90 days' compensation (at a per diem rate of $90.00 for each day of attendance when the Board is in session and meeting, and $75.00 for other authorized service including committee meetings), plus mileage and reimbursement of authorized expenses, for committee work when attending committee meetings of which they are members, or as chair of a committee (or their designee) when attending a committee meeting of which they are not a member for the purpose of providing testimony on an issue. Authorized service includes service required by ordinance or resolution. The maximum limits established for committee work shall be in addition to the per diems and mileage supervisors are entitled to receive for attendance at meetings of the Board and exclusive of per diems paid by non-county boards or commissions where the payment of the per diem or mileage is not made from County funds. Reimbursement of expenses (such as mileage, parking, etc.) shall be allowed only if a request for payment is made on the form provided by the Accounting Department within three (3) months after the meeting or event date. Payment to County Board supervisors and other committee members shall be only via direct deposit.

B. As provided by Wis. Stat. § 59.13(2), no supervisor shall be allowed pay for committee service while the Board is in session, but the Board may authorize payment of per diem, mileage and reimbursement for other expenses for attendance at any school, institute or meeting which the Board directs them to attend. Each standing committee is specifically authorized to send up to two (2) members to up to two (2) conventions (including conferences and other trainings) per County fiscal year. The convention cannot exceed three (3) days or be farther than three hundred (300) miles. All other requests require approval by a majority of the Board. Wis. Stat. § 59.13(2).

C. Any increase in the number of days of committee work for which supervisors may be paid compensation and mileage in any year shall require approval by two-thirds vote of the members of the Board present, prior to payment. In addition to the above, the Chair shall receive compensation for performance of the duties of that office. The Chair is authorized to act as a member of all committees in an *ex officio* capacity, and per diem and mileage are eligible to be paid under this rule for attendance at all committee meetings attended by the Chair.

D. The supervisor elected Chair shall be entitled to receive the compensation provided for the part-time position of Chair consisting of a salary of $650 per month in addition to any other per diem

and mileage entitlement available to other supervisors in accordance with Rule V.A., as provided by Sauk Co. Code § 35.03.

RULE VI. PROCEDURE.

A. The Chair shall announce items as they arise on the agenda. With respect to a resolution or ordinance, the Chair shall ask if a member wishes to make a motion, and upon a motion, if there is a second. Upon a motion and second, the Chair, or the Clerk, shall state the question on the motion, identifying the resolution or ordinance by its title and number, and reading the resolution in full. If the text of the resolution or ordinance has been distributed to members in advance, the chair may state the question without reading it in full, instead identifying the resolution by its designated title and number, by saying: It is moved and seconded to adopt the resolution relating to…., as printed." Any Supervisor has the right to have the motion or resolution read. After the question has been stated, the Chair shall call upon the maker of the motion who may defer to the chair of the appropriate committee, or an appropriate County staff person, for any statement or explanation.

B. In presenting business or debate, members shall address the Chair, be recognized, and when in order, proceed without any interruption. Debate and discussion should be limited to the agenda item under discussion. Discussion is intended to provide clarity on a given topic. In all cases, personalities are prohibited and civility shall be observed. In case more than one member shall seek recognition to address the Board or committee, the Chair shall decide who has precedence.

C. All regular meetings of the Board and Board committees shall provide a noticed public comment period. During a public comment period, any person who is not a member of the body may comment on a specific item or issue that is on that particular agenda for a maximum of three minutes per person. Discussion of personalities is prohibited and civility shall be observed. The Board or committee Chair may authorize the appearance and comment of a non-member if the appearance is specifically listed on the agenda.

D. Any member wishing to speak to a question shall be permitted to do so at least once, and a motion for the previous question shall not be in order until every member has had such opportunity. No member may speak twice on any question until every member choosing to speak has spoken. The person making a motion and the second may speak for up to five (5) minutes during the first round of debate and all others shall be limited to three (3) minutes per round.

E. All Supervisors present in person and remotely are expected to vote on all questions and items put before the Board or Committee. A Supervisor who has a conflict of interest pursuant to Wis. Stat. § 19.59 or Sauk Co. Code Ch. 36, Code of Ethics, shall, prior to the commencement of discussion or consideration of the matter, or as soon thereafter as the conflict of interest is discovered, declare the same. The Chair shall be excused by the Vice-Chair, for appropriate reasons. A Supervisor who chooses to abstain from voting for any other reason should likewise, prior to the commencement of discussion or consideration of the matter, declare that they will be abstaining. All members abstaining shall be deemed present for purposes of a quorum even if absence from the chambers is required.

F. Every motion shall be reduced to writing if called for by the Chair or any member of the Board. After motion is made and stated by the Chair, it shall be deemed to be in the possession of the Board, but may be withdrawn at any time before decision or amendment by a majority vote of the Board.

G. In every instance, a motion to adjourn, to lay on the table, for previous question and for limited debate shall be decided without discussion.

H. These rules may be suspended or amended by a two-thirds vote of all members present. Robert's Rules of Order Newly Revised, 2011 (11th) Edition, shall govern the proceedings of the Board in all cases to which they are applicable and in which they are not inconsistent with these Rules or the laws of the State of Wisconsin.

I. Except for resolutions approved as part of a consent agenda, all votes on resolutions or ordinances shall be recorded roll call votes. If the electronic voting system is not operational, the Board may, by a two-thirds vote, approve voice voting on any resolution that does not otherwise require a roll call or supermajority vote by law.

J. Any budget alterations shall require authorization by two-thirds of the membership of the Board in accordance with Wis. Stat. § 65.90(5).

K. When a motion has been made and carried in the affirmative or negative, it shall be in order for any member of the majority to move for reconsideration thereof at the next regularly scheduled meeting or in the same meeting of the Board. Such motion shall take precedence over all other questions except a motion to adjourn.

L. Reports to the Board are presented for information and not debate, and shall be limited to ten minutes in length after which a question and answer period may be conducted that also shall not exceed ten minutes. The time provided for a report or question and answer period may be extended either during the approval of the agenda or by motion to extend the time allowed for the report or the question and answer period.

M. The Board shall take a ten-minute break after two hours of meeting, and shall break for ten minutes every two hours thereafter, for the comfort of supervisors and members of the public attending the meeting.

N. Amendments/Changes to the Rules of the Sauk County Board of Supervisors during the current term shall be proposed and adopted pursuant to the following procedure:

1. Proposed amendments to these rules shall first be reviewed by the Executive & Legislative Committee (E&L). The proposed amendment shall then be introduced to the Board at the subsequent Board meeting.

2. The proposed amendment shall be read under the "Reports" section of the agenda. The sponsoring Supervisor may speak to the proposed rule change for up to 5 minutes. The Board shall take no action at this point. Supervisors may relay their comments on the proposed amendment to the sponsoring Supervisor afterwards, ideally via email.

3. E&L shall then consider the proposed original or revised amendment at its subsequent meeting and forward a recommendation to adopt or not adopt to the full Board. The full Board will consider the proposed or revised amendment at its next regular meeting, with a 2/3 vote of all members present required for adoption

4. 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.

4. ~~NOTE: this rule change is only for proposed changes to the County Board Rules after the~~

~~organizational meeting of the County Board and has no effect on the procedures for adopting Rules of Board at the organizational meeting.~~

RULE VII. FINANCIAL POLICY.

A. The Chair and the County Clerk shall issue County orders in favor of the several County offices for their respective salaries and for all bills allowed and appropriations made by this Board.

B. All members of the Board who are to be reimbursed for committee work shall submit vouchers to the County Clerk on a monthly basis, to be placed on file with other current claims or accounts to be authorized for payment at regular Finance Committee meetings. Per diem and mileage paid Board members through any calendar year shall be compiled in the Accounting Department and presented to the Board prior to annual publication in March of the following year. Supervisors who "ride along" with other supervisors may not claim mileage.

C. No current claim or account to be paid from funds previously appropriated for any item by the Board in the Budget shall be allowed, nor order passed whereby any money is paid out or expended, until said claim or account has been referred to the appropriate department committee and report made thereof as directed by said committee. Individual expenditures exceeding $10,000 shall be specifically approved by the Board except as otherwise provided by ordinance or statute.

D. All claims or accounts for disbursements made by any County official must be itemized and contain sufficient information to identify proper budget authorization.

E. The County Administrator, with the assistance of the Finance Director, shall keep the Board informed of the financial condition of the County and shall submit complete quarterly financial statements to the Board.

RULE VIII. OPEN MEETINGS.

A. It is declared to be the policy of Sauk County that the public is entitled to the fullest and most complete information regarding the affairs of County government as is compatible with the conduct of County affairs and the transaction of County business. Wis. Stat. §§ 19.80 to 19.98 are to be complied with by all members at all meetings of public nature. The Board and its committees shall "sit with open doors," and timely notification of all public meetings, time, date, place and subject matter shall be given, including the specifics for any contemplated closed session.

B. Unless conducting non-County Board business, Supervisors may only be present in the West Square Building, the Historic Courthouse, the Law Enforcement Center, the County Highway Building, the Health Care Center and all other County owned buildings and properties to attend duly noticed and scheduled committee and Board meetings. Supervisors wishing to confer with a Department Head shall schedule an appointment in advance with that particular Department Head.

RULE IX. STANDING COMMITTEES OF THE BOARD.

AGING & DISABILITY RESOURCE CENTER AND VETERANS SERVICE OFFICE COMMITTEE

Responsible for providing services to the general public with respect to matters related to

aging and disability and to improve the life of those with aging and disability related issues. This committee will serve as the official statutory Commission on Aging pursuant to Wis. Stat. § 46.82(4) and shall be advised by the Aging, and Disability Advisory Committee. Responsible for policy direction and oversight for the following departments: Veterans Service Officer and Aging and Disability Resource Center. Sauk Co. Code Ch. 16. **Members: 5.**

ECONOMIC DEVELOPMENT COMMITTEE

Responsible for coordination of County economic development initiatives with County Planners and Sauk County Development Corporation. Involved in strategic resource planning initiatives. Reviews matters which affect growth and development of Sauk County, and economic development of communications network. Responsible for County coordinated transportation, including overseeing the Tri-County Airport Commission, municipal airports, Pink Lady Rail Transit Commission and Wisconsin River Rail Transit Commission. Responsible for the study, review and recommendation regarding freight, passenger and commuter rail development, intercity and commuter bus services and development, and the provision and coordination of rural and commuter transit services. Comprised of members from: Property Committee; Land Resources & Environment Committee; UW Extension, Arts, & Culture Committee; and Highway Committee. Transit is governed by Wis. Stat. § 59.58. **Members: 7.** The County Board Chairperson is the chair of the Economic Development Committee.

EXECUTIVE & LEGISLATIVE COMMITTEE

Responsible for proposing amendments and monitoring the operation of Rules of the Board; responsible for the conduct of all intergovernmental 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 the overall information technology requirements for all departments and agencies of Sauk County. Provides overall planning and long range forecasting for the information systems needs of Sauk County. Responsible for policy direction and oversight to the following departments: County Administrator, Corporation Counsel, County Clerk, Management Information Systems, Emergency Management. The Executive & Legislative Committee shall be composed of the Chair and Vice-Chair of the Board, and three (3) additional members to be elected at large by the Board pursuant to Rule II.B.10., above. The Chair and Vice-Chair of the Board shall serve in the same roles on the Executive & Legislative Committee, and the County Clerk shall serve as secretary to this committee. The County Administrator, Corporation Counsel, and County Clerk shall serve as *ex officio* members of this committee without voting privileges. **Members: 5.**

EXTENSION EDUCATION, ARTS & CULTURE COMMITTEE

Jointly responsible with the Area Extension Director for oversight of University of Wisconsin-Madison, Division of Extension educational programming in agriculture and natural resources, community and economic development, family living, 4-H and positive youth development, horticulture, and County tourism and promotion activities on behalf of the Board. Responsible for oversight regarding arts, humanities, culture and historic preservation projects on behalf of the Board. Serves as the Landmarks Commission in compliance with Sauk Co. Code Ch. 38 and Wis. Stats. §§ 59.56 and 59.69(4m). Responsible for oversight of the following departments: jointly responsible with the Area Director for UW the Extension Office. Wis. Stat. §59.56(3)(b).

Members: 5 Supervisors; 1 citizen may be appointed who shall be a public school administrator in the County. 2 members must also be members of the ~~Conservation, Planning & Zoning~~ Land Resources and Environment Committee.

FINANCE COMMITTEE

Responsible for financial policy initiation and review of all County fiscal matters, including development of annual County operating budget. Reviews County investment and banking policies; manages County general fund and contingency fund; reviews per diem and mileage for all committees, commissions, boards or councils; recommends approval of County audit report; receives all special gifts and grants made in favor of the County. Meets jointly with Personnel and Insurance Committee to address strategic resource personnel planning. Provides policy direction and oversight to following departments: Accounting and County Treasurer. **Members: 5.**

HEALTH BOARD

Responsible for policy direction and oversight of Health Department pursuant to Wis. Stat. Chs. 250 through 255 relating to public and environmental health matters. Sauk Co. Code Ch. 3. **Members: 7; 3 Citizens, 4 Supervisors.**

HEALTH CARE CENTER BOARD OF TRUSTEES

Responsible for policy direction and oversight of the Sauk County Health Care Center pursuant to Wis. Stat. § 46.18 and Sauk Co. Code Ch. 46. When a supervisor member shall no longer be a member of the Board of Supervisors, that member shall complete the term of office to which they were appointed. However, the next vacancy on the Board of Trustees shall be filled so as to maintain the balance of four supervisor and three citizen members. The Board of Trustees serves as the Home Health professional advisory group pursuant to Wis. Adm. Code DHS § 133.05. The chair and vice-chair of the Health Care Center Board of Trustees also serve as chair and vice-chair of the Board of Directors of the Health Care Center Foundation. **Members: 7; 3 citizens, 4 supervisors.**

HIGHWAY COMMITTEE

Responsible for policy direction in design, construction and maintenance of all County roads and expenditure of highway maintenance funds received from the state or County, including planning, development of, and maintenance of all structures required for storage, maintenance and operations relating to the Highway Department. Pursuant to Wis. Stat. § 83.015(1)(c), this Committee is designated the County Highway Committee and each member is appointed and vacancies filled pursuant to the procedures contained in these Rules. The Committee shall have five (5) members composed of Sauk County Supervisors who shall serve for the same term as supervisors appointed to standing committees of the Board. Responsible for policy direction and oversight for Highway Department. **Members: 5.**

HUMAN SERVICES BOARD

Responsible for policy direction and oversight for Human Services Department pursuant to Wis. Stat. chs. 46 and 51 and Wis. Stat. § 59.53 to oversee social services and community programs. Further authority is found in Sauk Co. Code Ch. 2. **Members: 9; 3 citizens, 6 supervisors.**

LAND RESOURCES & ENVIRONMENT COMMITTEE

Responsible for policy direction for County planning, land use regulations, surveying, remonumentation, mapping and uniform rural building identification system, land records modernization activities. Serves as the County Zoning Agency pursuant to Wis. Stat. § 59.69. Establishes policies relating to planning, acquisition, development and maintenance of County owned park and recreation sites. Responsible for natural resource management, resource conservation and environmental protection including soils, water, forestry and wildlife resources through participation in various federal, state and local programs. Responsible for developing sustainable practices within County operations and serving in an advisory capacity regarding "green technologies." Responsible for the development and implementation of the Sauk County Outdoor Recreation Plan. Responsible for review and approval of vouchers related to the Sauk County Outdoor Recreation Plan. Oversees operation of farmland located at the original Sauk County Health Care Center and environmental obligations associated with the closed Sauk County landfill. Serves as the Farmland Preservation Review Committee. **Members: 8; 1 Citizen who meets the requirements of Wis. Stat. § 92.06(1)(b)(2), 7 Supervisors. 2 members must also be members of the Extension Education, Arts & Culture Committee.** Pursuant to Wis. Stat. § 92.06(1)(b)(2), the chair of the Sauk County Farm Services Agency Committee or designee shall be a member of the Committee but shall refrain from discussion and voting on any matter where the Committee is acting as the County Zoning Agency. Pursuant to Wis. Stat. § 92.06(1)(b)1 two members of the committee shall also be members of the Extension Education, Arts & Culture Committee. Members of this committee shall serve on the lake protection districts. Provides policy

direction and oversight to the following departments: Conservation, Planning & Zoning; Parks; County Surveyor; Land Information Officer; Register of Deeds; and Mapping.

LAW ENFORCEMENT & JUDICIARY COMMITTEE

Responsible for exploration of justice alternatives. Provides policy direction and oversight on behalf of the Board to the following departments: District Attorney, Coroner, Clerk of Courts, Court Commissioner, Register in Probate, Child Support, and Circuit Court Judges, Sheriff, and the Animal Shelter. **Members: 5.**

PERSONNEL & INSURANCE COMMITTEE

Responsible for policy jurisdiction over all County personnel matters including: recruitment and selection; collective bargaining and contract administration; employee relations; salary administration for all appointed and elected personnel; classification systems; employee training; fringe benefits; and reviews all new position requests and vacant positions. Oversees the County's safety program and safety training. Provides for all property, liability, and worker's compensation insurance needs for the County. Meets jointly with Finance Committee to address strategic resource personnel planning. Provides policy direction and oversight to the Personnel Department and Risk/Safety Manager. **Members: 5**.

PROPERTY COMMITTEE

Responsible for providing policy direction with regard to matters involving County property. Handles all matters relating to the acquisition of real property, construction, building improvements, repair or maintenance not specifically delegated to other committees. Responsible for planning and implementation of space use in County buildings. Oversees the appraisal and sale of tax delinquent County property by the County Treasurer and reviews the disposition of, or the granting of easements on, County real property. Responsible for the physical management requirements associated with the

closed Sauk County Landfill. Approves the use of County owned property by non-County groups when such property is not under the direct purview of another committee. Oversees communications infrastructure, including fiber optic cable, towers, and associated equipment. Provides oversight to the Building Services Department

Members: 5. [Drafter's Note: Elimination of the Communications & Infrastructure Committee and transfer of its functions to the Property Committee was approved on April 29, 2019 but is not effective until April 21, 2020]

RESOLUTION # 45 - 2022

Resolution Naming The Official Sauk County Newspaper

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND:
Traditionally the Sauk County Board of Supervisors has named an "Official Sauk County Newspaper," as authorized by Wis. Stat. § 985.05. During the course of day-to-day operations various Sauk County departments are required by Statute to complete numerous publications concerning public hearings, open meeting notices, election notices, RFP's, etc. The County Clerk solicited bids from qualified papers requesting verification of the most recent state certification ("Certification of Legal Notice Rates for Newspapers") as required to be filed with the County Clerk pursuant to Wisconsin State Statutes, Section 985.03(2), information on paid circulation, and cost for publication. After soliciting bids, the County Clerk only received one (1) bid.

WHEREAS, the Executive and Legislative Committee, in consultation with the Administrator, Corporation Counsel, and County Clerk, have reviewed the options available for naming a County newspaper.

NOW, THEREFORE, BE IT RESOLVED, that the Executive and Legislative Committee recommends News Publishing Company as the Official Sauk County newspaper. (The Official Newspaper bid includes the Reedsburg Independent, Star News & Home News).

Publisher	Publication	Pd circ.	Date of publication	Sample Invoice Cost
News Publishing	Reedsburg Independent	2,383	Th	$145.00 – Using a 2.50 Column Inch **(Price includes publication in ALL 3 papers)**
	Star News	1,253	Th	Included at no cost
	Home News	1,482	W	Included at no cost

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, met it regular session that News Publishing Company is named as the Official County Newspaper effective May 2022 – April 2024.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 19th day of April, 2022.

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [X] None [ ] 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: 04. 12. 2022

Offered and passage moved by:

Supervisor

Supervisor

Supervisor

Supervisor

Supervisor

Fiscal Note: None KPB

MIS Note: None

RESOLUTION # 46-2022

Resolution to AMEND RESOLUTION 82-2021 TO PURCHASE TWO VEHICLES
Resolution offered by the Board of Health

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

BACKGROUND: On October 19th, 2021 the Sauk County Board of Supervisors approved Resolution 82-2021 for the purchase of a 2022 Chevrolet Trailblazer for the Public Health Department, in the amount of $22,667. Due to supply issues the vehicle was not readily available to be purchased at that time. The vehicle that is now available is a 2021 Trailblazer. The 2021 vehicle is still considered a new vehicle and comes with a full warranty. The trade-in vehicle remains as the Ford Focus with a trade in value of $500; making the final cost of the vehicle $22, 862.

THEREFORE, BE IT RESOLVED, that Resolution 82-2021 be amended to authorize purchase of a 2021 Chevrolet Trailblazer for $22,862 in lieu of a 2022 Chevrolet Trailblazer for $22,667.

Approved for authorization to the County Board by Supervisors, this 19th day April, 2022

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [ ] None [ ] Budgeted Expenditure [X] 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 by the Corporation Counsel, _____, Date: _____ .

Offered and passage moved by:

BOARD OF HEALTH

PATRICIA REGO, Chair

MELANIE BURKHALTER

THOMAS DORNER

ROSS CURRY

REBECCA KLITZKE

KIANNA BEAUDIN

Fiscal Note: Trade in value of Ford Focus: $500
Cost of Trailblazer with trade in $22,862 KPB

MIS Note: None

RESOLUTION # 47-2022

Resolution to AUTHORIZE A CONTRACT WITH THE RESCUE AGENCY AND AMEND THE 2022 BUDGET

Resolution offered by the Board of Health and Finance Committee

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

BACKGROUND:

The State of Wisconsin Department of Health Services (DHS), provided a funding opportunity for entities including local and tribal health departments to help remove barriers to and promote acceptance of COVID-19 vaccination for communities that face barriers to accessing medical care and people who have a mistrust of government agencies, the medical community, and/or vaccines. As an awardee we will build upon existing relationships they have with communities, and will use or adapt strategies to meet the unique identified needs of our community.

Sauk County Public Health (SCPH) will continue our Equitable COVID-19 Vaccine Distribution Project to communicate vitally important COVID-19 information in a culturally competent manner to Latinx, Black, American Indian and to rural residents of Sauk County through using the Rescue Agency to create targeted ad campaigns. This grant funds activities in Sauk County focused on increasing knowledge and awareness of the COVID-19 virus and vaccines, addressing misinformation, decreasing vaccine hesitancy, and decreasing barriers to accessing COVID-19 vaccine.

This project is to include a targeted marketing campaign through the Rescue Agency, and distribution of the marketing materials through On Demand TV Commercials, Social Media Ads, and Billboards. This project will also work with local faith leaders, Ho-Chunk Nation tribal leaders, and others to establish pop up vaccination sites in the more rural areas of our county. The media campaigns dispelling misinformation and educating about the safety and effectiveness of the vaccines, and informing individuals of where they can get a free vaccine even if they do not have insurance or a primary medical doctor will address the first three barriers identified.

Public Health will work with the Rescue Agency to develop the marketing materials. The Rescue Agency is known for helping government agencies create campaigns that drive health behavior change with a focus on cultural competency. By sharing the information that we have gathered from Sauk County people of color during the first phase of this project, we aim to create a targeted campaign that addresses these concerns and provides information to promote vaccination.

THEREFORE, BE IT RESOLVED, that the service contract for services be authorized for the budgeted amount of $50,000

BE IT FURTHER RESOLVED, that the 2022 budget is amended to appropriate $50,000 of grant funds for this purpose.

Approved for authorization to the County Board by Supervisors, this 19th day April, 2022

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 _____ as reviewed by the Corporation Counsel, _____, Date: _____.

Offered and passage moved by:

BOARD OF HEALTH

PATRICIA REGO, Chair

MELANIE BURKHALTER

THOMAS DORNER

ROSS CURRY

REBECCA KLITZKE

KIANNA BEAUDIN

FINANCE COMMITTEE

MARTY KRUEGER, CHAIR

THOMAS DORNER

MIKE FLINT

LYNN EBERL

TIMOTHY MCCUMBER

Fiscal Note: KPB
General Management $5,500
Account Management and Community Management $10,000
Brand and Website License $5,000
Strategic Planning, Social Media Scan and Community Management Plan $3,000
MP License $15,000
Campaign Media Implementation and Reporting $11,500

MIS Note: None

RESOLUTION # 48-2022

Resolution to Authorize the closing of certain county facilities for the purpose of conducting an emergency preparedness

Resolution offered by the Property and Insurance Committee

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

BACKGROUND:

The Sauk County Emergency Management Department responds to emergencies and attends meetings around the County and regions of Wisconsin. In addition, trains Sauk County employees and Sauk County's communities on Safety and Emergency Preparedness.

The best way to ensure emergency preparedness is to practice and simulate actual events that might take place. The Emergency Management Director has worked diligently to prepare realistic training scenarios that will necessitate the brief closure of county facilities for several hours, but the offices will not be closed for the entire day. The Wisconsin Statutes and county policies direct that county offices generally remain open during customary business hours, but the safety and security of county employees and members of the public utilizing county facilities is of primary concern to Sauk County. It is proposed that on May 6, 2022, the Courthouse and West Square facilities shall close from 8:00 a.m. to 12:30pm, while on May 13, 2022, that the Reedsburg Human Services Building shall close from 8:00 a.m. to 12:00 noon, for the purpose of conducting these such emergency preparedness drills.

The public shall have the afternoon from 12:30pm to 4:30 on May 6, 2022 at the West Square Building and Courthouse; and from noon to 4:30pm on May 13, 2022 at the Reedsburg Human Services Building, to transact any business. The benefits to the safety of county employees and the public from conducting these drills outweighs any inconvenience to the public convenience and necessity.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisor, met in regular session, that the public be and hereby is notified that the following Sauk County facilities shall be closed to the public at the following dates and times for the partial day only:
Sauk County Courthouse (510 Broadway, Baraboo, WI) and West Square Building (505 Broadway, Baraboo, WI): May 6, 2022, 8:00 a.m. to 12:30p.m.
Sauk County Human Services Building (425 6th St. Reedsburg, WI): May 13, 2022 8:00 a.m. to 12:00 noon; and,

BE IT FURTHER RESOLVED, that notice of this closure shall be provided to the public to the maximum extent practical to provide as much advance notice of this closure as possible.

Approved for presentation to the County Board by the Property Committee this 4th day of April, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Property and Insurance Committee

_____
CARL GRUBER, Chair

_____
SMOOTH DETTER, Vice-Chair

_____
JOEL CHRISLER

_____
KEVIN SCHELL

_____
SHANE GIBSON

Executive and Legislative Committee

_____
TIM MCCUMBER, Chair

_____
BRANDON LOHR, Vice-Chair

_____
WALLY CZUPRYNKO

_____
MARTY KRUEGER

_____
VALERIE MCAULIFFE

Fiscal Note: No fiscal impact. KPB

MIS Note: No information systems impact.

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 2-2022

Ordinance Amendment to approve a map amendment (rezoning) of lands in the Town of Excelsior from a Commercial, Exclusive Agriculture, and Agriculture to an Exclusive Agriculture Zoning District filed upon Erik Larson, property owner.

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND:

Background: Erik and Shanna Larson own property in the NE ¼, SE ¼, Section 07, T12N, R05E, Town of Excelsior, and have requested a map amendment (rezoning) of property legally described pursuant to petition 08-2022 from Agriculture, Exclusive Agriculture, and Commercial to Exclusive Agriculture zoning. The intent of the map amendment (rezoning) being to create a single, consistent zoning on the parcel. The land currently zoned as Commercial was purchased from 010-0229-11100, which has a conditional use to operate a storage yard. The land currently zoned Agriculture was purchased from 010-0229-12100, which has a special exception permit to operate a non-metallic mine.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on March 22, 2022; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promotes redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to an Exclusive Agriculture Zoning district maintains this objective.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk County, Wisconsin, is amended as follows:

Rezone of Lot 1 CSM 7119 from a Commercial, Exclusive Agriculture, and Agriculture to an Exclusive Agriculture Zoning District.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19 day of April, 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 04.12.2022.

Offered and passage moved by:

MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

ROSS CURRY

DENNIS POLIVKA

BRANDON LOHR

VALERIE MCAULIFFE

ROB NELSON

Fiscal Note:

MIS Note:

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 3-2022

Ordinance Amendment to approve a map amendment (rezoning) of lands in the Town of Baraboo from a Commercial to an Agriculture Zoning District filled upon William Brown, property owner.

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND:

Background: William Brown owns land in the NE ¼ of the SE 1/4 of Section 21, T12N, R6E, Town of Baraboo, Sauk County, and as further described as Lot 1 CSM 2650 and in Petition 9-2022. Tax parcel identification number 002-0662-00000. The intent of the map amendment (rezoning) from a Commercial to an Agriculture zoning district is to allow for the establishment of a (tourist) lodging house as a special exception pursuant to Sauk County Code of Ordinances §7.036(5)(i).

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on March 22, 2022; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promotes redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to enable a (tourist) lodging house meets this provision of Sauk County's Comprehensive Plan.

The proposed map amendment is also consistent with the Town of Baraboo Comprehensive Plan. Specifically, the town's plan calls for future commercial development along the County Road BD corridor. While the change in zoning to Agriculture appears to counter the town's plan, the end use is commercial in nature which meets the consistency requirement.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk County, Wisconsin, is amended as follows:

Rezone of Lot 1 CSM 2650 from a Commercial to an Agriculture Zoning District.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19 day of April, 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 04.04.2022.

Offered and passage moved by:

MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

ROSS CURRY

DENNIS POLIVKA

BRANDON LOHR

VALERIE MCAULIFFE

ROB NELSON

Fiscal Note: No Impact KPB

MIS Note: No Impact

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 4-2022

Ordinance Amendment to adopt a new Sauk County Zoning Ch. 51 Erosion Control and Stormwater Management Ordinance and to Amend Section 20.07, Chapter 20, Uniform Citation Ordinance

Ordinance Amendment offered by Land Resources and Environment Committee

BACKGROUND:
The Land Resources and Environment Department has created Ch. 51 Erosion Control and Stormwater Management Ordinance for implementation in unincorporated areas of Sauk County that have adopted County Zoning pursuant to Wis Stats. §. 59.59. The purpose of this ordinance is to promote and protect the public health, safety, and general welfare of County citizens through the establishment of construction site erosion control and stormwater management in public and private property with the following objectives: protect water resources including but not limited to navigable waters, wetlands, floodplain, and groundwater; minimize sedimentation, water pollution from nutrients, heavy metals, chemical and petroleum products and other contaminants, flooding, and thermal impacts of water resources; promote infiltration and groundwater recharge; minimize impacts to surrounding land uses and natural resources during and post-construction; and, protect public and private property from runoff and erosion affected by construction activities. With the adoption of this Chapter 51, additions are needed to update Chapter 20 to allow enforcement and compliance of the newly adopted chapter.

WHEREAS, Sauk County is granted the authority to enact an Erosion Control and Stormwater Management Ordinance pursuant to Wis. Stats. §59.693(2) and Wis. Stats. §281.33; and,

WHEREAS, this ordinance strictly conforms with and does not preempt or supersede the more stringent erosion and sediment control standards as required by Wis. Stats §281.33(3m) and the Wisconsin Department of Natural Resources NR 151; and,

WHEREAS, this ordinance is applicable to all unincorporated areas of the County in which general zoning has been adopted and pursuant to Wis. Stats. §59.693(4) does not require approval and is not subject to disapproval by any town or town board; and,

WHEREAS, this ordinance supersedes all provisions of an ordinance enacted under Wis Stats. §. 59.59 that relate to construction site erosion control or storm water management regulation; and,

WHEREAS, the Land Resources and Environment Committee held a public hearing on March 22, 2022 and recommended approval of the ordinance amendments as presented; and,

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 51 is a new chapter attached as exhibit A and Chapter 20 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

1. Chapter 51: Erosion Control and Stormwater Management: Exhibit A Attached
2. Section 20.07 of the County Code of Ordinances is amended to read:

(21) Chapter 51: Erosion Control and Stormwater Management; Pursuant to Section 51.22(4) which authorizes forfeitures of not less than $200.00 nor more than $1,000.00 for each offense together with the costs of action. Each section of the ordinance that is in violation and each day of continued violation is a separate offense.

	Forfeiture	Provisions, Descriptions and Section Numbers
(a)	$200.00	First violation in a 365-day period
(b)	$500.00	Second violation in a 365-day period
(c)	$750.00	Third violation in a 365-day period
(d)	$1,000.00	Fourth and subsequent violations in two years

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19th day of April, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority ~~to~~ adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 04.12.2022.

Offered and passage moved by: Land Resources and Environment Committee

Marty F. Krueger
MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA

ROSS CURRY

ROB NELSON

VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: There is an estimated annual revenue of $9,000 in erosion control permits and $1,000 in stormwater permits. The 2022 LRE Budget does account for staff time associated with the review of permits and ordinance enforcement. KPB

MIS Note:

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 5 -22

Ordinance Amendment to Chapter 10 County Parks

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND: The purpose of the ordinance is to specify rules and regulations for the use and enjoyment of the Sauk County Park System and to further the safety, health, and welfare of all persons in the use thereof as well as to provide for the protection and preservation of property, facilities, and natural resources. Amendments to Chapter 10 have been made piecemeal over the years, resulting in some inconsistencies. With changing factors throughout the park system and the implementation of a new County Outdoor Recreation Plan and subsequent individual park master plans; Chapter 10 must be amended to address the uses and potential issues located throughout the system.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 10 of the General Code of Sauk County, Wisconsin, is repealed and replaced as follows [additions noted by underline, deletions noted by strikethrough]:

~~**10.01 County Property.** (1) Except when the context provides otherwise, the provisions of this chapter shall apply to all lands, structures and property owned, leased, or administered by Sauk County under the management, supervision and control of the Sauk County Highway & Parks Committee.~~

~~(2) It shall be unlawful for any person to destroy, molest or deface any natural growth or natural or archaeological features, or any Sauk County property; to enter or be in any building, installation or area that may be locked or closed to public use or contrary to posted notice. The picking of edible fruits or nuts is permitted.~~

~~(3) For the purposes of this chapter, the following definitions apply:~~

~~(a) ADULT GROUP. A group made up of adult members (18 years of age or older) of an established organization.~~

~~(b) CAMP OR CAMPING. The use of a shelter such as a tent, trailer, motor vehicle, tarpaulin, bedroll or sleeping bag for temporary residence or sleeping purposes.~~

~~(c) CAMPING PARTY. Any individual, family, individual group or juvenile group occupying a campsite.~~

~~(d) CAMPING UNIT. Any single shelter except sleeping bags and hammocks used for a camp by a camping party except those used exclusively for dining purposes.~~

~~(e) CAMPSITE. A segment of a campground which is designated for camping use by a camping unit or camping party.~~

~~(f) FAMILY. A parent or parents with their children and no more than two (2) lineal relatives or not more than two (2) minor guests.~~

~~(g) FAMILY CAMPGROUND. Any tract of land designated for camping by families.~~

~~(h) GROUP CAMPING. A campground designated for use by groups.~~

~~(i) HUNT. "Hunt" or "hunting" includes shooting, shooting at, pursuing, taking, capturing, or killing or attempting to capture or kill any wild animal.~~

(j) INDIVIDUAL GROUP. A camping party of not more than five persons occupying one (1) camping unit.

(k) JUVENILE GROUP. A group made up of juvenile members of an established organization and under the leadership of at least one (1) competent, mature adult for each ten juveniles in the group and using any number of camping units or occupying a group campground.

(l) PICNIC AREA. Any tract of land developed and maintained for picnicking. Included in the definition of picnic area are adjacent playground and play field areas.

(m) SERVICE ANIMAL. A guide dog, signal dog, or other animal that is individually trained, or is being trained, to do work or perform tasks for the benefit of a person with a disability, including the work or task of guiding a person with impaired vision, altering a person with impaired hearing to intruders or sound, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

10.02 Public Meetings. All public meetings, assemblies, entertainments, tournaments or public discussion on any subject, religious, social, political, or otherwise are prohibited within the limits of any park or parkway except when a written permit of the Sauk County Highway & Parks Committee has been granted. No person shall make any oration, or harangue or public speech, nor use any loud speaker or other amplifying equipment in any park or parkway without written permit of the Sauk County Highway & Parks Committee.

10.03 Rules and Regulations of Park Usage. (1) No person shall in any manner disturb, harass or interfere with any person or party holding a written permit as indicated above nor with any of their equipment or property. Radios and other devices must be turned low at all times so as to not be heard from a distance beyond twenty feet from the instrument.

(2) No person shall engage in any sport, game, race or amusement in any park or parkway except upon such portions thereof as may be designated for that purpose, and then only under such rules and regulations as may be established by the Sauk County Highway & Parks Committee.

(3) Permits for the exclusive use of any picnic or play area for any specified date or time may be granted at the discretion of the Sauk County Highway & Parks Committee and no person or persons shall in any manner disturb or interfere with any person or party occupying the grounds under such a permit, nor with any of their equipment or property.

(4) No person shall sell, keep or offer for sale, any tangible or intangible article, merchandise or thing, nor solicit for any trade, occupation, business or profession, or for alms, within any park or parkway, without a written permit of the Sauk County Highway & Parks Committee.

(5) No person shall distribute, post, affix or display any card, handbill, sign placard, target, banner, flag (except that of the United States), or advertisement of any kind within any park or parkway, or upon any of the gates or enclosures thereof without a written permit of the Sauk County Highway & Parks Committee. The word "distribute" shall include the scattering of printed matter from aircraft.

(6) No person shall carry, fire or discharge any gun, pistol or firearm, nor carry any dangerous weapon of any type, nor discharge any arrow, slot, bullet, projectile or bolt, rocket, torpedo or other fireworks of any description, except in areas designated and permitted by the Department of Natural Resources or the Sauk County Highway & Parks Committee.

(7) No person shall have in his or her possession or under his or her control any bottle, jar, container, cup, or receptacle made of glass, ceramic, earthenware, or similar breakable material. No person shall take any breakable glass material, including, but not limited to, window glass into or upon any Sauk County Park property, with the exception of campers within the campground. Nothing herein shall prohibit any person from having or possessing any eye glasses or lenses or any glass which is an integral part of sporting equipment which is used on such property.

(8) No person shall hunt or trap in any way or manner in any Sauk County Parks, except in areas designated by the Department of Natural Resources or the Sauk County Highway & Parks Commitee.

(9) No person shall throw stones or missiles in or into any park or parkway.

~~(10) No person shall make or kindle a fore for any purpose except in places provided therefor, and then subject to such regulations as may be prescribed.~~

~~(11) Possession of firewood that originates from more than fifty (50) miles away for a Sauk County park is prohibited. Violation of this ordinance section is cause for confiscation of prohibited firewood.~~

~~(12) No person shall wash any vehicle or pet except at authorized locations within the parks.~~

~~(13) Animals.~~

~~(a) All animals must be under control. A barking dog is not controlled. Animals must not be left unattended. Animal owners are not allowed to let their animals interfere in any manner with the enjoyment of the park by others. Animals must not be allowed to cause a public nuisance or disturbance of any kind. Animal owners are responsible for proper removal and disposal of waste products by their animals. Waste should be disposed of in dumpsters.~~

~~(b) Animals are not allowed within beach designated areas or areas so designated. No animals are allowed in the showers or bathrooms. Exception is provided for service animals accompanying persons with disabilities.~~

~~(c) No person having control or care of any dog shall suffer or permit such dog to enter or remain in a public park or parkway unless it be led by leash of suitable strength not more than six (6) feet in length. Dogs found running at large within any park or parkway may be impounded by an peace officer or by an employee of the Sauk County Highway & Parks Committee.~~

~~(14) No person shall send or throw any animal or thing into or upon, any of the waters of the parks or parkways, or unnecessarily disturb any waterfowl or other birds or animals, wild or domestic, within any of the parks or parkways. Nor shall any person rob or disturb the nest or eggs of any bird or other animal therein.~~

~~(15) No person shall pluck any flower, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure or deface, write upon, defile or ill-use any tree, shrub, flower, flower bed, turf, fountain, ornament, statute, building, fence, apparatus, bench, table, official notice, sign, bridge, structure or other property within any park or parkway. No person shall pound or screw any hardware into trees. Nor shall any person remove any device for the protection of trees or shrubs; nor shall any person fasten a horse or other animal next to any tree, shrub, or grass plot which may become damaged by the action of the animal.~~

~~(16) No person shall ascend or land with any aircraft nor engage in stunt flying or parachute landing in any park or parkway without a written permit of the Sauk County Highway & Parks Committee.~~

~~(17) No person shall drive any automobile or other vehicle of traffic or burden upon any part of the parks or parkways except the property drives and parking areas, or permit the same to stand upon the drives or any part thereof so as to congest traffic or obstruct the drive. No person operating a motor vehicle shall exceed the speed of 15 miles per hour, or posted speed, on any roadways, driveway, parkway or other areas of land owned and operated by Sauk County, pursuant to Wis. Stats. Ch. 346.~~

~~(18) Disturbance of the Peace with a Motor Vehicle. No operator of any motor vehicle, including motorcycles, all-terrain vehicles and motor bicycles, shall cause, by excessive and unnecessary acceleration, the tires of such motor vehicles to spin and emit loud noises to unnecessarily throw stones or gravel; nor shall such operator cause to be made by excessive and unnecessary acceleration of any engine any loud noise as would disturb the public peace.~~

~~(19) It shall be the duty of every person operating an automobile or other vehicle of traffic or burden within the parks or parkways to comply with State, County, and municipal traffic codes and with all orders, directions and regulations of traffic officers, or officially displayed upon any post, standard, sign or device installed for the regulation of traffic.~~

~~(20) Recreational vehicles.~~

~~(a) Riders of bicycles shall comply with the rules and regulations of other vehicles as stated in Section 10.03(18) and in addition thereto, shall be subject to the following regulations: No person shall ride a bicycle upon the lawns or foot trails. Riders shall proceed in the extreme right-hand lane of the driver at all times, in single file only. Riding crosswise and curving to and fro are strictly prohibited. No rider shall take both hands off the handles or ride recklessly in any manner. A bicycle shall not be towed by a rope or otherwise, nor shall nay rider hold on to any moving~~

vehicle for the purpose of being drawn along. No bicycle shall be pushed upon any park or parkway drive where an adjoining footwalk is available.

(b) It is unlawful to operate any motor vehicle, including but not limited to, trail bikes, motorcycles, minibikes, and all-terrain vehicles on any portion of park lands or waters under the management, supervision and control of the Sauk County Highway & Parks Committee unless specifically authorized by ordinance or administrative rule.

(c) It shall be unlawful to operate any motor-driven sled, motor-driven toboggan or other motor-driven snow vehicle on any land under supervision, management and control of the Sauk County Highway & Parks Committee, except in areas where their use is authorized by posted notice.

(d) No propeller driven or motorized icecraft or watercraft shall be operated anywhere within the jurisdiction of this ordinance.

(21) Regulation of Watercraft.

(a) No person shall without a written permit of the Sauk County Highway & Parks Committee place upon the lagoons, rivers or any of the waters under the control of the Sauk County Highway & Parks Committee, any float, boat or other watercraft, nor land or go upon any of the islands of the lagoons or rivers, not designated as a landing place.

(b) Boats. It shall be unlawful for any person to operate a motorboat of any kind in any manner on the following specified water: (pursuant to authority granted by Wis. Stat. 30.635, 30.77(2), and 281.31, and amendments thereto.)

1. White Mound Lake, White Mound Park, Section 11 and 12, T13N, R3E, except, any person may operate a boat equipped with a single electric motor, at a slow-no-wake speed.

2. Hemlock Park Lake, Hemlock County Park, Section 21, T13N, R3E, except, any person may operate a boat equipped with a single electric motor, at slow-no-wake speed.

(c) Motorized watercraft. No person shall be allowed to operate, park or moor any motorized watercraft in swimming beach areas.

(22) Swimming. No person shall wade, bathe or swim within a park or parkway except at such pools or beaches as are or may be designated for that purpose by the Sauk County Highway & Parks Committee. No person shall wade, bathe, swim in or attend any such pool or beach without the proper bathing attire. Use of soaps or detergents for any purposes at the beach shall be prohibited.

(23) No drunken, noisy, disorderly or publically offensive person shall be allowed to remain in any park or parkway, and no person shall do therein any obscene and indecent act. No person shall use threatening, abusive, insulting, profane or indecent language nor be guilty of conduct that is abusive, insulting, or constitutes a breach of the peace.

(24) No person shall be permitted to smoke, nor to hold a lighted cigarette, cigar or pipe in any building or in any park or parkway area where notices so prohibit.

(25) No person shall discard or leave any refuse, sewage or other waste material on the ground, or in any building or installation or into the water or upon the ice of any lake or stream or other body of water, or dispose of any such refuse or waste material in any manner except by placing in receptacles or other authorized locations provided for such purposes. Where receptacles for such rubbish are not provided, all waste shall be carried away from the park by the person responsible for it.

(26) No person shall deposit, dump, throw or place any earth, rubbish, dust, manure, paper, garbage or any other refuse matter of any sand stone, lumber or building material, or any substance of any kind, in or upon any part of the waters, grounds, or roadways of any park or parkway without a written permit of the Sauk County Highway & Parks Committee.

(27) The location of all sewers and receivers, gas pipes, water pipes, stopcock boxes, hydrants, lamp posts, telegraph, telephone and electric power posts and lines, manholes, conduits and pumps within any park or parkway shall be subject to the jurisdiction and control of the Sauk County Highway & Parks Committee; and their construction, erection, repair or relocation shall be undertaken only after a written permit is received from said Committee.

(28) No person shall open a trench for any purpose, or dig into or take up any part of any park or parkway, without a written permit of the Sauk County Highway & Parks Committee. The person to whom such a permit is granted shall complete the work within the time specified in said permit, and shall do said work and refill and replace or remove in a substantial and

~~workmanlike manner all materials disturbed by him, and leave the place where said work was done in a good condition as before said work was begun. No such trench or opening shall be dug in any location or manner which may injure the roots of any tree.~~

~~**(29)** Every person who shall receive a permit to open a trench, to cut a curb or to deposit materials in or upon any park or parkway shall at all times after such work has been commenced or materials deposited, and until the same has been completed and until all accumulations of materials resulting from such work has been removed, so guard and protect the same that person driving or passing along the roadway or sideway or in the vicinity of the place where the work is being done, shall not be likely to meet with any accident therefrom; and shall also during the time from sunset to sunrise of each night, while said work is in progress, cause the same to be securely fenced and guarded by a red light or lights placed in a conspicuous position and so shared that the same shall not be extinguished.~~

~~**(30)** In case of an emergency, or when in the judgment of Sauk County Highway & Parks Committee, the public interest demands it, any portion of the parks and parkways or buildings therein may be closed to the public, or to designated persons until permission is given to return.~~

~~**(31)** No person shall sleep, camp or lodge in any park or parkway, except in such places designated for such purposes, as overnight or tourist, or trailer camps, and then only subject to the rules and regulations of the Sauk County Highway & Parks Committee governing the use of such areas.~~

~~(a) No camping unit, sleeping bag or hammock shall be set up beyond the limits of the campsite.~~

~~(b) No camping party shall move from its assigned campsite to another campsite without prior approval.~~

~~(c) All camping permits expire at 1:00 p.m. on the last day of the permit period.~~

~~(d) Extensions within the 21 day limit may be granted on camping permits. Extensions must be obtained prior to 10:00 a.m. on the expiration date of the permit.~~

~~(e) No person shall camp and no camping unit shall remain for a period greater than 21 days in any four (4) week period in the property of registration from June 1st to Labor Day. After 21 days, the camping unit must be removed from the property for at least seven (7) days before being eligible to return.~~

~~(f) No camping party shall start setting up or taking down its camping unit between the hours of 10:00 p.m. and the following 6:00 a.m.~~

~~(g) It shall be unlawful to park any motor vehicle outside the parking areas designated at each campsite and not more than two (2) motor vehicles are permitted to any campsite.~~

~~(h) Violation of any state law or any rules of the Sauk County Highway & Parks Committee by a member of a camping part is cause for revocation of the camping permit.~~

~~(i) During the period of May 25th through Labor Day, a campsite must be occupied by a member of the camping party on the first night of the permit period and no campsite may be left unoccupied for more than 48 hours.~~

~~(j) Camping permits shall be posted in designated places.~~

~~**(32)** No person shall interfere with or in any manner hinder any employee of the Sauk County Highway & Park Committee, nor any employee of a contractor while engaged in constructing, repairing or caring for any portion of the park or parkways, or while in the discharge of the duties conferred by this ordinance.~~

~~**(33)** Except for the vehicular traffic moving upon "thru" roadways, and except when the Committee published general permission to use all or certain parks or parkways upon summer nights, the parks and parkways shall be closed each night between the hours of 10:00 p.m. and 6:00 a.m. the following morning, and no person shall remain therein during said hours; provided that the Sauk County Highway & Parks Committee may from time to time, in all or any of the parks or parkways, publish or post closing hours different from the above, or discontinue closing hours, as in the exercise of the judgment of the committee may appear reasonable and necessary. Campers check in time is 3:00 p.m. and check out time is 1:00 p.m. This is up to the discretion of the Park Director.~~

~~**(34)** All permits shall be issued by any member of the Sauk County Highway & Parks Committee or Supervisor of Parks in writing, except camping permits or shelter house permits issued by the Park Director, and subject to the park rules and regulations, and the persons to whom~~

such permits have been granted shall be bound by said rules and regulations as fully as though the same were inserted in said permits, and any person or persons to whom such permits have been granted shall be liable for any loss, damage, or injury sustained by the Sauk County Highway & Parks Committee or by negligence of the person or person to whom such permits have been granted, their servants or agents.

(35) Until otherwise directed by the Sauk County Board of Supervisors, the Sauk County Highway & Parks Committee is hereby authorized to adopt additional or revised rules and regulations for the proper conduct and administration of the parks and parkways in the County of Sauk not inconsistent with this ordinance, to grant permits in conformity with the provisions hereof, and to perform such other acts with reference to the management of said parks expedient to promote the beauty and usefulness of said parks and parkways and to increase the comfort, safety, convenience and public welfare of the citizens of Sauk County and of visitors to said parks and parkways in their use of the same.

10.04 Fees. **(1)** The Sauk County Highway & Parks Committee, upon authorization of the County Board, will establish reasonable fees for the use of the Sauk County Parks, camping, and pavilion facilities in accordance therewith. The fees to be charged shall be prominently posted on the park premises to provide notice to the public.

(2) It shall be unlawful for any person to use any facility, land or area for which a fee or charge has been established by resolution of the Sauk County Board of Supervisors without payment of such fee or charge. Failure to obtain and visibly display proof of payment of fee or charge in or on the accompanying vehicle will result in liability of the owner of the vehicle as laid out in Wis. Stat. 27.014 (2009), which is incorporated herein by reference.

(3) The fees established by the Sauk County Highway & Parks Committee may be extended to the facilities of other municipalities upon mutual agreement by the governing body of the municipality and the Sauk County Board of Supervisors pursuant to a revenue sharing and enforcement agreement. Such Agreement shall expressly permit the enforcement of these fees on the same basis as a municipal facility as at County facilities in accordance with 10.05 Sauk County Code.

10.05 Enforcement and Penalties. **(1)** Any peace officer of Sauk County or proper state official, may without warrant forthwith arrest any offender to whom he may detect in the violation of any of the provisions of this ordinance, an take the person so arrested forthwith before a magistrate having competent jurisdiction and he shall have at all times the right to enter the premises of any building, structure or enclosure in any park or parkway, including such grounds, buildings, structures or enclosures which may be leased to or set aside for private or exclusive use of any individual or group of individuals, for the purpose of arresting violators hereof, and may use all necessary means to attain that end.

(2) The civil and criminal provisions of the ordinance shall be enforced by employees of the Sauk County Sheriff's Department or other persons authorized by the Sauk County Board of Supervisors. This ordinance may be enforced by citation or civil forfeiture and the Sauk County Corporation Counsel is authorized to prosecute violations of this ordinance. Any person violating this ordinance may be issued a citation in which case they shall be punished by the forfeiture provided in Chapter 20 Sauk County Code of Ordinances.

10.06 Penalties. Any person, firm, company, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be subject to a forfeiture of not less than ten dollars ($10.00) nor more than one hundred dollars ($100.00) together with the costs of action, and in default of payment thereof.

10.07 General Provisions. **(1)** This ordinance repeals all ordinance and/or amendments to dealing with the regulation of Sauk County parks and parkways which were previously in effect.

(2) Should any part or section of this ordinance be held to be invalid for any reason, the remaining provisions shall continue in full force and effect, the intent being that all provisions are separable.

10.01 Purpose The purpose of this ordinance is to specify rules and regulations for the use and enjoyment of the Sauk County Park System and to further the safety, health, and welfare of all persons in the use thereof as well as to provide for the protection and preservation of property, facilities, and natural resources.

10.02 Scope. Except when the context provides otherwise, the provisions of this chapter shall apply to all lands, structures and property owned, leased, administered, or identified as park, parkway, or trail by Sauk County.

10.03 Definitions. For the purposes of this chapter, the following words, terms, and phrases, when used in this chapter shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) ADULT GROUP. A group made up of adult members (18 years of age or older) of an established organization.

(2) ANIMAL. Any animal owned or under the immediate care, custody, or control of a person.

(3) CAMP OR CAMPING. The use of a shelter such as a tent, trailer, motor vehicle, tarpaulin, bedroll or sleeping bag for temporary residence or sleeping purposes.

(4) CAMPING PARTY. Any individual, family, individual group, or juvenile group occupying a campsite consisting of not more than four (4) unrelated adults (18 years of age or older), six (6) unrelated children and three (3) animals. On campsites 02 and 54, as shown on the official White Mound Campground map, the camping party may consist of not more than eight (8) unrelated adults (18 years of age or older), eight (8) unrelated children and three (3) animals.

(5) CAMPING UNIT. Any single shelter except sleeping bags and hammocks used for a camp by a camping party. A camping unit consists of one (1) camper; one (1) tent; one (1) camper and one (1) tent; or two (2) tents on a campsite. On campsites 02 and 54, as shown on the official White Mound Campground map, the camping unit may not exceed four (4) tents.

(6) CAMPSITE. A segment of a campground designated for camping use by a camping unit or camping party.

(7) COMMITTEE. The Sauk County Land Resources and Environment Committee.

(8) DEPARTMENT. The Sauk County Land Resources and Environment Department.

(9) DIRECTOR. The Director of the Land Resources and Environment Department or designated representative.

(10) FAMILY. A parent or parents with their emancipated children.

(11) FAMILY CAMPGROUND. Any tract of land designated for camping by families.

(12) HUNT. "Hunt" or "hunting" includes shooting, shooting at, pursuing, taking, capturing, or killing or attempting to capture or kill any wild animal.

(13) INDIVIDUAL GROUP. A camping party of not more than four (4) unrelated adults (18 years of age or older), six (6) unrelated children, and three (3) animals occupying one (1) camping unit. On campsites 02 and 54, a camping party of not more than eight (8) unrelated adults (18 years of age or older), eight (8) unrelated children and three (3) animals occupying one (1) camping unit.

(14) JUVENILE GROUP. A group made up of juvenile members under the leadership of at least one (1) competent, mature adult for each ten juveniles in the group and using any number of camping units or occupying a group campground.

(15) MANAGER. The Park and Recreation Manager of the Land Resources and Environment Department or designed representative.

(16) MATERIAL. Includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, newspaper, magazine, paper, book, or other printed or otherwise reproduced original or copies of any matter or literature.

(17) PARK. All lands and water previously and subsequently acquired by the County for conservation, park and recreational purposes or placed under the jurisdiction of the Committee and including without limitation parks, beaches, the County

Farm, and privately owned lands, the use of which has been granted or leased to the County for park, recreational or like public purposes under this Ordinance.

(18) PARKWAY. A broad thoroughfare with a dividing strip or side strips of landscaped areas planted with grass, trees, bushes, and other types of vegetation.

(19) PERMIT. The written permission that must be obtained from the Department to carry out certain activities.

(20) PICNIC AREA. Any tract of land developed and maintained for picnicking. Included in the definition of picnic area are adjacent playground and play field areas.

(21) POWER LOADING. The practice of accelerating a boat's motor to power a boat onto a boat trailer at a public landing.

(22) SPECIAL EVENT. A temporary use of County property which permits an activity that is not otherwise specifically allowed under this Ordinance or which involves one or more of the following activities. The rental of the terrace and any associated temporary structures for a private event are exempt from this definition.

(a) Requires exclusive use or closure of all or part of the public facilities or areas within a property or effectively restricts or limits use of a property by non-participants.

(b) Placement of temporary structures or event apparatus.

(c) Sale or offering of beverages, food, or merchandise.

(d) Requires non-routine services of any department employee.

(e) Will take place during hours beyond normal property open hours.

(f) Requires use of equipment of facilities not otherwise authorized for the proposed public use; or

(g) Requires event participation fees.

(23) TRAIL. A recreational trail as designated by the Department.

(24) VEHICLE. Any motor vehicle, trailer, boat trailer, semi-trailer, mobile home, or carriage and as further defined by Wis. Stat. 340.01(74).

10.04 Fees

(1) The Sauk County Board of Supervisors will establish reasonable fees for the use of the Sauk County Parks, camping, and pavilion facilities. The fees to be charged shall be prominently posted on the park premises to provide notice to the public.

(2) It shall be unlawful for any person to use any facility, land, or area for which a fee or charge has been established by the Sauk County Board without payment of such fee or charge. Failure to obtain and visibly display proof of payment of fee or charge in or on the accompanying vehicle will result in liability of the owner of the vehicle as laid out in Wis. Stat. 27.014, which is incorporated herein by reference.

(3) The fees established by the Sauk County Board of Supervisors may be extended to the facilities of other municipalities upon mutual agreement by the governing body of the municipality and the Sauk County Board of Supervisors pursuant to a revenue sharing and enforcement agreement. Such Agreement shall expressly permit the enforcement of these fees on the same basis as a municipal facility as at County facilities.

10.05 Special Events. Planned or advertised public meetings or assemblies, sporting and athletic events or other special events, are allowed in parks only by written permit issued by the Director or the Director's designee. A special event application and policy can be obtained through the Land Resources and Environment Department.

10.06 General Park Rules.

(1) Disorderly conduct. No person or group using a park, parkway, or trail shall perform or permit others under their custody or control to perform any of the following acts:

(a) Violate any established rule for use of the park or trail.

(b) Prevent any person from using any park, trail, or any of its facilities or interfere with such use.

(c) Engage in violent, threatening, abusive, indecent, profane, boisterous, unreasonably loud, or other disorderly conduct when the conduct tends to cause or provoke a disturbance in any park.

(d) Commit, perform or engage, nor solicit or request that anyone engage in any lewd, lascivious, obscene or indecent act.

(e) No person shall use docks or piers adjacent to any lake access facility in any manner as to obstruct or hinder the launching, landing, loading or unloading of watercraft.

(f) No person shall intentionally deface, vandalize, or remove park property, buildings, equipment or facilities; or intentionally deface, destroy, cover, damage or remove any placard, notice or sign or parts thereof, whether permanent or temporary, posted or exhibited by the Department.

(g) No person shall in any manner disturb, harass, or interfere with any person or party holding a written permit nor with any of their equipment or property.

(h) No person shall disturb, molest, deface, remove, or destroy any root crop; trees; shrubs, plants or other natural growth; disturb or remove shoreline riprap; carve on any rocks, archeological or geological features, signs, walls or structures including buildings, signs, fences, tables or other park property. Edible fruits, nuts, wild mushrooms, and wild asparagus may be gathered without a permit.

(2) Littering. No person shall knowingly:

(a) Throw, deposit, scatter, drop or abandon in any park, parkway, or on any trail, any paper, bottles, cans, sewage, waste, trash, or other debris except in receptacles provided by the Department for such purpose. Where receptacles for rubbish are not provided, all waste shall be carried away from the park by the person responsible.

(b) Deposit in any receptacle any accumulation of waste and trash generated outside the boundaries of the park.

(c) Deposit or leave garbage, sewage, or waste material upon any body of water.

(d) Upset or overturn the contents of any receptacles and recycling containers or portable restroom facilities in any park.

(3) Noise.

(a) Noise generated by equipment, animals, vehicles, people, televisions or radios must be at a low volume at all times so as to not be heard from a distance beyond twenty feet from the instrument.

(b) The Director or their designee may authorize or permit events, gatherings, exhibitions, or other events which are not limited by this section.

(4) Sales and Handouts.

(a) No person shall sell, offer for sale, any article, merchandise, or thing, nor promote any trade, occupation, business, or profession, for commercial purposes in any park without a written permit from the Director or their designee.

(b) No person shall deposit, place, or scatter any material in any park. It shall not be unlawful to hand out or distribute, without charge to a recipient, any printed or written material to any person willing to accept it.

(c) No person shall deposit or place any material in or upon any vehicle in any park unless the owner or occupant is willing to accept it. Authorized Sauk County Park staff are exempt from this provision for the placement of parking violation citations.

(d) No person shall post, stick, or otherwise affix any item or material to or upon any tree, equipment, or structure of any kind in a park.

(5) Smoking.

(a) No person shall be permitted to smoke, nor to hold a lighted cigarette, cigar, or pipe in any building, in any park or on any trail where notices so prohibit.

(b) No person shall throw or drop a lighted cigar or cigarette stub or empty lighted pipe from a motor vehicle moving along a parkway.

(6) Weapons and fireworks.

(a) No person shall fire or discharge any gun, pistol, or firearm, nor any rocket or any other fireworks of any description, nor shall any person engage in trapping; nor shall any person hunt with bow and arrow within any park, except as noted below in (c) and (d). The word "gun" includes an air gun.

(b) No person shall possess or discharge any fireworks regulated by Wis. Stats. 167.10(1) in parks except exhibitions of fireworks given under the direction or by the permission of the Director or their authorized designee.

(c) No person shall throw or shoot an arrow, knife, stone, paintball, or other projectile, by hand or any other means in any park or on any trail. This section shall not apply to arrows used for the discharge of a bow or firearm for hunting purposes as authorized by this chapter, in areas identified in the official map available at the White Mound County Park Office.

(d) Persons engaged in trapping may only do so in areas as designated on the official map available at the White Mound County Park Office.

(e) No person engaged in the hunting of animals shall target practice on park property nor be involved in the driving of animals in no hunting areas.

(7) Tree Stands and Ground blinds.

(a) No person shall construct, cause to be constructed, use or occupy any permanent elevated scaffold or other permanent elevated device on any lands owned or under the control of the County, except that portable tree stands may be used, provided that they are not in any manner bolted, nailed, screwed or fastened to the tree and provided that such portable tree stands cause no permanent or temporary damage to the tree in which they are placed.

(b) Portable tree stands may be left in the woods if they have the name, address, and phone number of the owner permanently affixed to the stand in letter/numbers one-inch square or larger. Portable tree stands without such identifying information shall be subject to immediate removal by the County. Portable tree stands may be chained or locked to the base of a tree. All portable tree stands must be removed from County owned lands by the owner within seven days after the close of the most recent gun or archery deer season established by the Wisconsin Department of Natural Resources.

(c) Ground blinds must follow Department of Natural Resources regulations and must have a blaze orange or fluorescent pink material visible from all directions.

(d) Commercially purchased ground blinds on County property must follow the same rules as tree stands noted in (7)(a) of this section.

(8) Fires and Firewood.

(a) No person shall start, tend, or maintain any fire or burn any refuse except at designed fireplaces, fire rings or permanent grills within any park.

(b) The use of charcoal burners in designated picnic areas shall be permitted provided lawns and other vegetation are not damaged and provided further that all unburned coals or ash are disposed of in such manner as to prevent fire or damage to any park property. Charcoal residue or wood ash shall be left in a grate or fireplace until cool or placed in a receptacle for such purposes, if available.

(c) Fires for cooking may be made in portable metal stoves, heaters, grills or pits at picnic areas or designated campgrounds.

(9) Other activities.

(a) No hang gliding, parasailing, hot air ballooning, land sailing, flying model airplanes, operating a drone, or sky diving in County parks, forests, or other recreational areas unless authorized by written approval from the Director or their designee.

(b) No person shall operate a metal detector in any park without the written approval from the Director or their designee. If approval is granted, the sod or soil material must be replaced as it was before digging.

(c) No person or group shall engage in ball games or other sports activities, except in such areas as are designated for those purposes or in such areas where such activity will not interfere with the use and enjoyment of the park by others.

(d) No person shall ascend or land with any aircraft nor engage in stunt flying or parachute landing in any park or parkway without a written permit from the Department.

(10) Interference with park employees.

(a) No person shall interfere with or in any manner hinder any employee or agents of the Land Resource and Environment Department from the performing their assigned duties. Interfering includes, without limitation, knowingly giving false information to an employee with the intent to mislead the employee in the performance of duty including the issuance of citations.

(b) No person shall obstruct an employee while in the discharge of duties in an official capacity and with lawful authority.

10.07 Animals.

(1) Animals in public facilities. No person shall allow a dog or other animal entry to any public building or bathing beaches except for service animals specifically trained to perform tasks benefitting a person with a disability or to provide support for mobility-impaired persons or as authorized by the Department. Only animals reasonably estimated to be less than 175 pounds are allowed in any park or parkway; horses are exempt and allowed on designated trails and areas.

(2) Animals running at large. No person shall allow a dog or other animal to run at large in any park. The animal shall be considered as running at large, unless it is on a leash, in or upon a vehicle, or in an area designated as off-leash. Dogs or animals found running at large within any park or parkway may be impounded by Department staff or the Sauk County Sheriff's Department.

(3) Exercising animals. No person shall exercise or walk a dog or other animal in any park without a leash. No leash is required when a dog or animal is swimming in approved areas. No leash is required during dog or animal shows or training programs authorized by the Department.

(4) Animal feces.

(a) The owner or person having immediate care, custody or control of a dog or other animal shall promptly remove and dispose of, in a sanitary manner, any feces left or deposited by the animal upon any park or parkway.

(b) No person shall permit a dog or other animal to be on any park or parkway unless such person has, in their immediate possession, an appropriate means of removing animal feces.

(5) All animals must be always under control and must not be left unattended. No person shall permit a dog or animal to interfere in any manner with the enjoyment of the park by others.

(6) No person shall wash any animal in any park or parkway.

(7) No person or person having immediate care, custody or control of a dog or animal shall unnecessarily disturb any waterfowl or other birds or animals, wild or domestic, within any of the parks or parkways. Nor shall any person rob or disturb the nest or eggs of any bird or other animal therein.

(8) Horses.

(a) No person shall ride or use a horse or other animal in a careless, negligent, or reckless manner to create a nuisance or endanger the life, property, or person of others.

(b) No person shall ride or use a horse or other animal in any manner in any County park, except on designated roads, trails, or pathways.

10.08 Vehicle Regulations.

(1) No person shall drive any vehicle of traffic or burden upon any part of the park except the proper drives and parking areas or permit the same to stand upon the drives or any part thereof to congest traffic or obstruct the drive.

(2) No person operating a vehicle shall exceed the posted speed limits on any roadways, driveway, parkway, or other areas of land owned and operated by Sauk County, pursuant to Wis. Stats. Ch. 346.

(3) The Department shall cause to be erected such other traffic control signs as are necessary or which might become necessary for the proper regulations and safe movement of vehicles, pedestrians, and equestrians.

(4) Vehicles normally shall be parked in designated parking areas. Parking along roads and drives may be controlled by appropriate signs.

(5) No operator of any motor vehicle, including motorcycles, all-terrain vehicles, and motor bicycles, shall cause, by excessive and unnecessary acceleration, the tires of such motor vehicles to spin and emit loud noises to unnecessarily throw stones or gravel; nor shall such operator cause to be made by excessive and unnecessary acceleration of any engine any loud noise as would disturb the public peace.

(6) It shall be the duty of every person operating an automobile, motorcycle, or other vehicle of traffic or burden within the parks or parkways to comply with State, County, and municipal traffic codes and with all orders, directions, and regulations of traffic officers, or officially displayed upon any post, standard, sign or device installed for the regulation of traffic.

(7) No person shall operate or park any vehicle, except as provided in this ordinance, upon any bridle path, hiking trail, beach area, playground, picnic area or any other area other than established roads, parking areas, lake access and service areas or contrary to posted notice or within any park seasonally closed to vehicular traffic.

(8) No person shall leave any vehicle unattended without the approval of the Department or its authorized agent after park hours under such circumstances as to cause the vehicle to reasonably appear to have been abandoned. An abandoned vehicle shall constitute a public nuisance and be subject to removal at the owner's expense. Removal of the vehicle shall not relieve the owner or operator of the vehicle from any penalty incurred because of such violation.

(9) No person shall wash any vehicle in any park or parkway.

10.09 Bicycles.

(1) Riders of bicycles shall comply with the rules and regulations of other vehicles as stated in Section 10.07 and Wis. Stats. sections 346.77 through 346.82. In addition, thereto, shall be subject to the following regulations:

(a) Bicycles are only allowed on designated areas.

(b) Riders shall yield to all other park users.

(c) Riders shall always proceed in the extreme right-hand lane of the driver, in single file only. Riding crosswise and curving back and forth are strictly prohibited. No rider shall ride recklessly in any manner.

(d) A bicycle shall not be towed by a rope or otherwise, nor shall any rider hold on to any moving vehicle for the purpose of being drawn along.

(e) No bicycles shall be located on any boat launch, pier, dock or in any waterway in any park or parkway.

(2) State Trail Passes. A state trail pass is required for all people ages 16 or older biking, cross-country skiing, or inline skating on a state trail. A state trail pass is not required for walking. Annual trail passes are valid through December 31st of the year issued. All state trail passes must be visible when on a state trail.

10.10 Regulation of Watercraft.

(1) No person shall launch or dock any boat or other watercraft except at locations and at such times as designated by the Department.

(2) Boats. It shall be unlawful for any person to operate a motorboat of any kind in any manner on the following specified water: (pursuant to authority granted by Wis. Stat. 30.635, 30.77(2), and 281.31, and amendments thereto.)

(a) White Mound Lake, White Mound Park, Section 11 and 12, T13N, R3E, except, any person may operate a boat equipped with a motor, at a slow-no-wake-speed.

(b) Hemlock Park Lake, Hemlock County Park, Section 21, T13N, R3E, except, any person may operate a boat equipped with a single electric motor, at slow-no-wake-speed.

(3) Motorized watercraft. No person shall be allowed to operate, park, or moor any motorized watercraft in swimming beach areas.

(4) All persons using boating facilities of the County park system shall comply with all posted regulations of the Department.

(5) Power loading a boat on to a boat trailer is prohibited at any public landing. No person may power load a boat and no owner may allow a boat to be power loaded on waters within County parks.

(6) The statutory provisions describing and defining regulations with respect to water traffic, boats, boating and other related water activities and safety found in 30.68 Wis. Stats as amended, are hereby adopted and by reference made part of this section.

10.11 Swimming and Beaches.

(1) No person shall wade, bathe or swim within a park except at such pools or beaches as are or may be designated for that purpose by the Department.

(2) Use of soaps or detergents for any purposes at White Mound Lake shall be prohibited.

(3) No person shall disturb a bathing beach boundary buoy or marker in any County park or cause to be within that area of water enclosed by boundary buoys any boat or raft used to transport persons.

(4) The Department may prohibit swimming in areas adjacent to water access sites by posted notice. No person may swim within the area delineated by a posted notice.

(5) There are no lifeguards at any swimming beach/area in any County parks. Swimming and wading in designated areas is "at your own risk".

10.12 Public Utilities and Private Construction.

(1) Public Utilities. The location of all sewers and receivers, gas pipes, water pipes, stopcock boxes, hydrants, lamp posts, telegraph, telephone and electric power posts and lines, manholes, conduits and pumps within any park or parkway shall be subject to the jurisdiction and control of the Department; and their construction, erection, repair, or relocation shall be undertaken only after a written permit is received from said Department.

(2) Private Construction.

(a) No person shall open a trench for any purpose or dig into or take up any part of any park or parkway, without a written permit of the Director or their designee. The person to whom such a permit is granted shall complete the work within the time specified in said permit and shall do said work and refill and replace or remove in a substantial and workmanlike manner all materials disturbed and leave the place where said work was done in a good condition as before said work was begun.

(b) No such trench or opening shall be dug in any location or manner which may injure the roots of any tree.

(c) Every person who shall receive a permit to open a trench, to cut a curb or to deposit materials in or upon any park or parkway shall at all times after such work has been commenced or materials deposited, and until the same has been completed and until all accumulations of materials resulting from such work has been removed, so guard and protect the same that person driving or passing along the roadway or in the vicinity of the place where the work is being done, shall not be likely to meet with any accident therefrom; and shall also during the time from sunset to sunrise of each night, while said work is in progress, cause the same to be securely fenced and guarded by a red light or lights placed in a conspicuous position and so shared that the same shall not be extinguished.

10.13 Sleeping or Camping. No person shall sleep, camp or lodge in any park or parkway, except in such places designated for such purposes, and then only subject to the rules and regulations of this Ordinance governing the use of such areas.

(1) No camping unit, sleeping bag or hammock shall be set up beyond the limits of the campsite.

(2) No camping party shall move from its assigned campsite to another campsite without prior approval.

(3) All camping permits expire at 1:00 p.m. on the last day of the permit period.

(4) No camping party shall camp, and no camping unit shall remain for a period greater than 40 days in one (1) calendar year in the property of registration.

(5) No camping party shall camp, and no camping unit shall remain for a period greater than fourteen (14) days in any three (3) week period from Memorial Day to Labor Day. After fourteen (14) days, the camping unit must be removed from the property for at least fourteen (14) days before being eligible to return.

(6) Campsites can be rented as unattended between Labor Day to Memorial Day.

(7) No camping party shall start setting up or taking down its camping unit between the hours of 11:00 p.m. and the following 6:00 a.m.

(8) It shall be unlawful to park any motor vehicle outside the parking areas designated at each campsite and not more than two (2) vehicles are permitted to any campsite, unless posted otherwise.

(9) Violation of any state law or any rules of the Department by a member of a camping party is cause for revocation of the camping permit.

(10) Campers check in time is 3:00 p.m. and check out time is 1:00 p.m.

10.14 Closing Hours.

(1) Except for the vehicular traffic moving upon "thru" roadways, and except when the Director or their designee published general permission to use all or certain parks or parkways, the parks and parkways shall be closed each night between the hours of 11:00 p.m. and 6:00 a.m. the following morning, and no person shall remain therein during said hours; provided that the Director or their designee may from time to time, in all or any of the parks or parkways, publish or post-closing hours different from the above, or discontinue closing hours, as in the exercise of the judgment of the committee may appear reasonable and necessary.

(2) In case of an emergency, or when in the judgment of the Director or their designee, the public interest demands it, any portion of the parks and parkways or buildings therein may be closed to the public, or to designated persons until permission is given to return.

10.15 Other Permits.

(1) All permits shall be issued by the Committee, Director, or their designee, in writing, except camping permits, shelter permits or building use permits issued by the Director or their designee, and subject to the park rules and regulations, and the persons to whom such permits have been granted shall be bound by said rules and regulations as fully as though the same were inserted in said permits, and any person or persons to whom such permits have been granted shall be liable for any loss, damage, or injury sustained by the Committee, Department or by negligence of the person or person to whom such permits have been granted, their servants or agents.

(2) Until otherwise directed by the Sauk County Board of Supervisors, the Sauk County Land Resources and Environment Committee is hereby authorized to adopt additional or revised rules and regulations for the proper conduct and administration of the parks and parkways in the County of Sauk not inconsistent with this ordinance, to grant permits in conformity with the provisions hereof, and to perform such other acts with reference to the management of said parks expedient to promote the beauty and usefulness of said parks, parkways, and trails and to increase the comfort, safety, convenience and public welfare of the citizens of Sauk County and of visitors to said parks and parkways in their use of the same.

10.16 Enforcement and Penalties. (1) Any peace officer of Sauk County or proper state official, may without warrant arrest any offender to whom they may detect in the violation of any of the provisions of this ordinance, and take the person so arrested before a court having competent jurisdiction and shall have at all times the right to enter the premises of any building, structure or enclosure in any park or parkway, including such grounds, buildings, structures or enclosures which may be leased to or set aside for private or exclusive use of any individual or group of individuals, for the purpose of arresting violators hereof, and may use all necessary means to attain that end.

(2) The civil and criminal provisions of the ordinance shall be enforced by employees of the Sauk County Sheriff's Department or by the Director and those administrative, supervisory, or managerial Land Resources and Environment personnel delegated by the Director or their designee. This ordinance may be enforced by citation or civil forfeiture and the Sauk County Corporation Counsel is authorized to prosecute violations of this ordinance. Any person violating this ordinance may be issued a citation in which case they shall be punished by the forfeiture provided in Chapter 20 Sauk County Code of Ordinances.

(3) Any person, firm, company, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be subject to a forfeiture of not less than ten dollars ($10.00) nor more than one hundred dollars ($100.00) together with the costs of action, and in default of payment thereof.

10.17 Conflicting Provisions Repealed. This ordinance repeals all ordinance and/or amendments to dealing with the regulation of Sauk County parks, parkways, and trails, which were previously in effect.

10.18 Validity. Should any part or section of this ordinance be declared by the courts to be invalid for any reason, the remaining provisions shall continue in full force and effect, the intent being that all provisions are separable.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19th day of April, 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 04.12.2022.

Offered and passage moved by:

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Ross Curry

Brandon Lohr

Valerie McAuliffe

Rob Nelson

Dennis Polivka

Randy Puttkamer

Fiscal Note: None KRB

MIS Note: None

RESOLUTION # 49-2022

Resolution to Adopt Amendments to the Fee Schedule for Chapter 51 Construction Site Erosion Control and Stormwater Management

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Pursuant to Chapter 51 of the Sauk County Code of Ordinances, the Sauk County Board of Supervisors has the authority to establish fees and escrow amounts for the implementation of the provisions of the ordinances. Proposed fees and escrow amounts are intended to cover staff time as well as any other costs incurred by the Department for implementation of the ordinances noted.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the fee schedule for the Land Resources and Environment Department pursuant to the Sauk County Code of Ordinances for Chapter 51 as shown in the attached Appendix A be approved with the amendments as shown.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19 day of April 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Ross Curry

Brandon Lohr

Valerie McAuliffe

Rob Nelson

Dennis Polivka

Randy Puttkamer

Fiscal Note: New fees associated with Chapter 51 were estimated within the 2022 LRE Budget to account for staffing costs associated with ordinance implementation, in the amounts of $9,000 for erosion control and $1,000 for stormwater permits. KPB

MIS Note: No information systems impact.

Land Resources & Environment Department
2022 Fee Schedule

LAND RESOURCES AND ENVIRONMENT

Whenever "escrow" is referred to in any Land Resources and Environment Fee Schedule, it shall mean that the applicant shall sign an escrow agreement and pay the required escrow before the project/application request commences. Applicants are responsible for the actual costs incurred, regardless of the outcome of a project or application request. Actual costs consist of planning, engineering, and legal services provided by consultants on behalf of the Department. If at any time actual costs should exceed the escrowed amount, the applicant shall remit additional funds into the escrow fund when requested by the County. If the applicant fails to replenish the escrow as requested, the County may stop reviewing the application until such time as the escrow is replenished. Any remaining funds in the escrow at the conclusion of the project shall be refunded to the applicant when all actual costs are paid.

CONSERVATION – 26.012 as established and adopted by the Agency.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Manure Facilities				
Manure Storage Facility, new or significantly altered	$500.00	26.012, 26.007(18)	3/15/2022 Res. 32-2022	
Manure Storage Facility, closure	$100.00/$300.00	26.012	3/15/2022 Res. 32-2022	Fee of $100.00 for manure storage facility closures, where plans are submitted from LRE or USDA-NRCS staff. Fee of $300.00 when plans are submitted from the landowner or private consultant.

LAND USE – 7.148(2)(f), 8.018(5)(e), 18.03(2) reviewed and established by the Agency/Committee.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Fire Signs				
Fire sign, additional (post)	$15.00	18.07	6/21/2018	
Fire sign, additional (sign)	$50.00	18.07	6/21/2018	
Fire sign, new	$100.00	18.07		
Annual Review and Inspection				
Additional site inspections	$150.00			
Annual review	$100.00	7.071(3), 7.070(8), 7.083	2014	Lodging houses, Bed and Breakfast, Clean Landfill
Shoreland/Wetland inspections	$150.00		6/21/2018	
Communication Towers				
Addition to communication tower –	$500.00	Wis. Stats. 66.0404(d)2, 7.148	2014	

Replace or add antennas				
Bond requirement	$20,000	Wis. Stats. 66.0404(4)(i), 7.148	2014	
Class I collocation	$2,500.00	Wis. Stats. 66.0404(d)2, 7.148	2014	
Class II collocation	$500.00	Wis. Stats. 66.0404(4)(d)1, 7.148	2014	
New communication tower	$2,500.00	Wis. Stats. 66.0404(d)2, 7.148	2014	
Land Use				
Addition, commercial/industrial	$300.00	7.148(f)	Pre 2014	
Addition, multiple family	$250.00	7.148(f)	6/21/2020	
Addition, single family	$200.00	7.148(f)	Pre 2014	
Administrative appeals	$500.00	7.148(f)	Pre 2014	
Amendments – Map (Rezone)/Text	$500.00	7.148(f)	Pre 2014	
Bed & Breakfast/Lodging house	$100.00	7.148(f), 7.083	Pre 2014	
Boathouses/Other shoreland structures	$300.00		Pre 2014	
Camping permit	$20.00	7.148(f)	Pre 2014	
Change of use	$100.00	7.148(f)	2014	
Clean landfill	$100.00	7.071(3)	6/27/2017	
Commercial/Industrial building	$600.00	7.148(f)	Pre 2014	
Conditional use permit (CUP)	$500.00	7.148(f)	2014	
Decks, stairways and other similar structures	$100.00	7.148(f)	Pre 2014	
Detached garages	$100.00	7.148(f)	Pre 2014	Residential and agricultural accessory structures, sheds
Failure to obtain proper permits	Permit fees triple		Pre 2014	All septic fees are tripled when work is started with review and/or permits.
Filling and grading	$100.00	8.013	2014	
Home based business	$100.00	7.148(f)	Pre 2014	
Manufactured/Mobile home	$200.00	7.148(f)	Pre 2014	
Multiple family residence	$600.00	7.148(f)	Pre 2014	
Permit renewal/Transfer fee	$100.00	7.148(f)	Pre 2014	
Retaining walls	$300.00	7.148(f)	Pre 2014	
Sign	$2.00 per sq/ft or $100.00 minimum	7.148(f)	Pre 2014	
Single family residence	$500.00	7.148(f)	Pre 2014	
Special exception permit (SEP)	$500.00	7.148(f)	Pre 2014	
Variance	$500.00	7.148(f)	Pre 2014	
Vegetative buffer removal/tree cutting	$100.00	7.148, 8.012	Pre 2014	

LAND DIVISION AND PLATTING – 22.62 as established by the County Board.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Condominiums				
Condo development plan review	$350.00	22.21		
Condo plat review	$350.00, plus	22.21	6/21/2020	

	$25.00 per LCE			
Condo plat revision	$300.00	22.21		
Land Division				
Certified Survey Map (CSM)	$125.00, plus $25.00 each lot	22.62	6/21/2020	
Development plan review	$350.00	22.62		
Final plat escrow	$500.00	22.62		For legal and engineering services provided by consultants.
Final plat review	$350.00	22.62	6/21/2020	
Preliminary plat escrow	$1,500.00	22.62		For legal and engineering services provided by consultants.
Preliminary plat review	$350.00, plus $25.00 each lot	22.62	6/21/2020	
Planned Rural Development				
Planned unit development review	$500.00	22.62		

NON-METALLIC MINING – 7.148(2)(f) established by the Agency/Committee, 24.14 established by DNR through Wis. Stats.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Financial Assurance				
Varies	Varies	24.07		As determined by the Reclamation Plan
Mineral Extraction Plan Review Fees				
Size of Disturbed Area				
1 to 5 acres	$1,045.00	24.13, 7.148	6/21/2020	
6 to 10 acres	$1,045.00	24.13, 7.148	6/21/2020	
11 to 15 acres	$1.045.00	24.13, 7.148	6/21/2020	
16 to 25 acres	$1,045.00	24.13, 7.148	6/21/2020	
26 to 50 acres	$1,400.00	24.13, 7.148	6/21/2020	
51 acres or larger	$1,750.00	24.13, 7.148	6/21/2020	
Expedited plan review	$500.00	24.13, 7.148	6/21/2020	In addition to the plan review fee.
Plan modification review fee	$250.00	24.13, 7.148	6/21/2020	Minor modifications only.
Mineral Extraction Reclamation				
Size of Disturbed Area				
1 to 5 acres	$555.00	24.14		Includes Sauk County Fee $520.00/DNR Fee $35.00
6 to 10 acres	$760.00	24.14		Includes Sauk County Fee $690.00/DNR Fee $70.00
11 to 15 acres	$1,105.00	24.14		Includes Sauk County Fee $1,000.00/DNR Fee $105.00
16 to 25 acres	$1,390.00	24.14		Includes Sauk County Fee $1,250.00/DNR Fee $140.00
26 to 50 acres	$1,660.00	24.14		Includes Sauk County Fee $1,500.00/DNR

				Fee $160.00
51 acres or larger	$2,175.00	24.14		Includes Sauk County Fee $2,000.00/DNR Fee $175.00
Inactive mines	$115.00	24.14		Includes Sauk County Fee $100.00/DNR Fee $15.00

OTHER MISCELLANEOUS – 37.08 established by the authority (department) having custody of a record.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Public Records Requests				
Hard copies	$0.25 per page (black & white $0.30 per page (color)	Wis. Stats. 19.35(3)		Includes any paper records provided by: • Copying a paper record • Printing an electronic record In rare instances, specialized skills, equipment, or technology may result in additional copy costs.
Electronic copies – includes any electronic records provided by: email, DVD, flash drive, or other electronic format				
Paper to digital 71	Waived	Wis. Stats 19.35(3)(e)		Includes scanning physical documents and saving them into a digital format for electronic distribution. In rare instances, specialized skills, equipment, or technology may result in additional copy costs.
Digital to physical	DVD (each): $0.13 (4.7 GB) Flash drive (each): $5.02 (8 GB) $6.53 (16 GB) $10.08 (32 GB) $18.52 (64 GB) $32.21 (128 GB) $53.81 (500 GB) $60.14 (1 TB) $74.83 (2 TB)	Wis. Stats. 19.35(3)		Includes copying records already in digital format onto physical medium for distribution.
Digital to digital	Waived	Wis. Stats 19.35(3)(e)		In rare instances, specialized skills, equipment, or technology, may result in copy costs.
Location fees	$24.47 per hour	Wis. Stats. 19.35(3)(c)		Costs associated with locating records if they total $50.00 or more. Per Wis. Stats, locating a record means to find it by searching, examining, or experimenting. In rare instances, an employee with special

				skills may be necessary to conduct a search and a higher hourly rate may be assessed.

PARK AND RECREATION – 10.04(1) and (2) set and amended upon authorization of the County Board.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Camping				
Electric campsite	$25.00	10.04	10/19/2021	Per night – established by Resolution 84-2021
Nonelectric campsite	$20.00	10.04	10/19/2021	Per night – established Resolution 84-2021
Unattended electric campsite	$10.00	10.04	10/19/2021	Established Resolution 84-2021
Unattended nonelectric campsite	$5.00	10.04	10/19/2021	Established Resolution 84-2021
Rebooking fee – per reservation	$5.50	10.04	4/20/2021	Established Resolution 42-2021
Reservation fee – per reservation, per campsite	$5.00	10.04		
Park Entrance				
Annual pass – 1 vehicle, per year	$25.00	10.04		
Annual pass – 2 vehicles per year	$40.00	10.04		At the original time of purchase only
Annual pass – Honorably discharged Veteran residing in Sauk County	$0.00	10.04		
Daily pass – per vehicle, per day	$5.00	10.04		
Ordinance violation	$10.00	10.06		
Ordinance violation – Unpaid	$25.00	10.06		
Equipment Rental				
Canoe – per hour	$15.00	10.04	4/20/2021	Resolution 42-2021
Kayak (double) – per hour	$15.00	10.04	4/20/2021	Resolution 42-2021
Kayak (single) – per hour	$10.00	10.04	4/20/2021	Resolution 42-2021
Paddleboard – per hour	$15.00	10.04	4/20/2021	Resolution 42-2021
Pedal boat – per hour	$20.00	10.04	4/20/2021	New fee - Resolution 42-2021
Miscellaneous Fees				
Credit card use	$3.00			Per transaction
Firewood – per bundle	$5.00	10.04		
Ice – per 7lb bag	$3.00	10.04		
Prairie Smoke Terrace				
Daily Rental, Monday-Thursday	$200.00	10.04	3/15/2022 Res. 32-2022	Per four (4) hours
Daily Rental, Friday-Sunday	$200.00	10.04	3/15/2022 Res. 32-2022	Per four (4) hours
Additional hour(s)	$50.00	10.04	3/15/2022 Res. 32-2022	Per hour
3-day Package	$800.00	10.04	3/15/2022 Res. 32-2022	
Security deposit, Daily Rental(s)	$300.00	10.04		

Security deposit, 3-day Package	$500.00	10.04		

PRIVATE ON-SITE WASTEWATER TREATMENT – 25.014(14) set and amended by the Department.				
Fees	**Amount**	**Ordinance and Statutory Authority**	**As of**	**Comments**
Inspections				
Additional inspections	$100.00	25.016(2)		Permits may not be issued and/or field work will not be scheduled until fee is paid
No shows – Failure to cancel scheduled field work	$100.00	25.016(2)		Permits may not be issued and/or field work will not be scheduled until fee is paid.
Soils on-site – Verification filing	$100.00	25.016(2)		
Staff soil onsite – Inspection	$100.00	25.016(2)		
POWTS Maintenance				
Septic maintenance – in-house data recording, per page or card	$10.00	25.018		
POWTS Permits				
Conventional system	$550.00	25.014(8)		
Failure to obtain proper permits	Permit fees double	25.014(8)		All septic fees are doubled when work is started with review and/or permits.
Groundwater surcharge	$125.00			
Holding tank	$650.00	25.014(8)		
Large system – greater than 1,000 GPD	$700.00	25.014(8)		
Mound, IGP, At-grade	$550.00	25.014(8)		
Permit renewal – Transfer Fee	$100.00	25.014(10)		
Privy installation	$200.00	25.014(8)		
Reconnection	$300.00	25.014(8)		
Tank/Drainfield replacement	$200.00	25.014(8)		
Plan Review				
At-grade plan review	$250.00	25.014(8)		
Holding tank plan review	$90.00	25.014(8)		

STORM WATER AND EROSION CONTROL – 51.18(2)(g) established by County Board.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Erosion Control				
Permit Application	$100.00	51.10		*When combined with a Stormwater Management Permit $300.00. **Governmental entities are exempt from permit fees.
Permit Renewal/Transfer	$100.00	51.19(5)		
Plan Modification	$100.00	51.19(6)		

Storm Water Management				
Permit Application	$300.00	51.15(2)(a)	9/21/2021	**Governmental entities are exempt from permit fees.
Stormwater Plan Review Escrow	$1,500.00	51.19(4)(a)		For legal and engineering services provided by consultants.
Construction Escrow	Varies	51.19(4)(b)		Based upon Engineer's estimate of actual cost to construct stormwater improvements.
Permit Renewal/Transfer	$100.00	51.19(6)		
Plan Modification	$100.00	51.19(7)		
Administration				
Appeals	$500.00	51.20(5)		
Variance	$500.00	51.19(9)		

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 6-2022

Ordinance Amendment Section 20.07, Chapter 20, Uniform Citation Ordinance

Ordinance Amendment offered by Land Resources and Environment Committee

BACKGROUND:
With the repeal and replacement of Chapter 10 County Parks, updates to Chapter 20 to allow enforcement and compliance of the chapter are also necessary.

WHEREAS, pursuant to 66.0113(1)(c), the County is authorized to set a schedule of forfeitures for violations of County Ordinances; and,

WHEREAS, amendments to Chapter 10 County Parks have resulted in the need for code section numbers in Chapter 20 Uniform Citation Ordinance to be updated; and,

WHEREAS, the Land Resources and Environment Committee reviewed the item at their regularly scheduled meeting on April 14, 2022 and recommended approval of the ordinance amendments as presented; and,

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 20 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

1. Section 20.07(6) of the County Code of Ordinances is amended to read:

Chapter 10: County Parks pursuant to Section ~~10.05(1)~~ 10.16 which authorizes penalties of not less than $10.00 nor more than $100.00.

	Forfeiture	Provisions, Description and Section Numbers
~~(a)~~	~~$100.00~~	~~Prohibition of destruction, molestation and defacing of natural features or property; unauthorized presence; § 10.01(2)~~
~~(b)~~	~~50.00~~	~~Permit required for public meetings, assemblies, speeches, etc.; § 10.02~~
~~(c)~~	~~50.00~~	~~Prohibition of disturbing other park users, noise limits; § 10.03(1)~~
~~(d)~~	~~10.00~~	~~Regulations of sports, games, etc.; § 10.03(2)~~
~~(e)~~	~~50.00~~	~~Permits for use of picnic areas; § 10.03(3)~~
~~(f)~~	~~50.00~~	~~Permit required for sales or solicitations; § 10.03(4)~~
~~(g)~~	~~50.00~~	~~Permit required for distribution, display or affixing of cards, targets, banners or advertising; § 10.03(5)~~
~~(h)~~	~~100.00~~	~~Regulation of firearms, dangerous weapons or fireworks; § 10.03(6)~~
~~(i)~~	~~20.00~~	~~Regulation of no glass in parks; § 10.03(7)~~

(j)	50.00	Regulation of hunting or trapping; § 10.03(8)
(k)	50.00	Prohibition of throwing stones or missiles; § 10.03(9)
(l)	50.00	Regulation of fires; § 10.03(10)
(m)	10.00	Regulation of firewood; § 10.03(11)
(n)	20.00	Regulation of washing of vehicles; § 10.03(12)
(o)	20.00	Regulation of animals; § 10.03(13)
(p)	50.00	Prohibition of conduct designated the disturbance of waters and wildlife; § 10.03(14)
(q)	50.00	Prohibition of conduct designated the disturbance of flora, structures or property; § 10.03(15)
(r)	50.00	Permit required for taxiing of aircraft, stunt flying or parachuting; § 10.03(16)
(s)	20.00	Regulation of driving and parking vehicles; §§ 10.03(17) and 10.03(18)
(t)	20.00	Regulation of traffic; § 10.03(19)
(u)	Regulation of recreational vehicles	
1.	$10.00	Bicycles; § 10.03(20)(a)
2.	50.00	Motorized vehicles; § 10.03(20)(b)
3.	50.00	Motorized snow vehicles; § 10.03(20)(c)
4.	50.00	Propeller-driven or motorized icecraft or watercraft; § 10.03(20)(d)
(v)	Regulation of watercraft	
1.	$50.00	Permits required; § 10.03(21)(a)
2.	20.00	Violation of watercraft restrictions A. White Mound Lake; § 10.03(21)(b)(1) B. Hemlock Park Lake; § 10.03(21)(b)(2)
3.	20.00	No motorized watercraft allowed in beach area; § 10.03(21)(c)
(w)	10.00	Regulation of swimming, bathing attire and use of soaps or detergents; § 10.03(22)
(x)	100.00	Prohibition of drunken, disorderly or publicly offensive persons, language or conduct; § 10.03(23)
(y)	10.00	Regulation of smoking or possession of lighted cigarettes, cigars, etc.; § 10.03(24)
(z)	100.00	Regulation of refuse, waste or sewerage disposal; § 10.03(25)
(aa)	50.00	Permit required for disposal or deposit of materials; § 10.03(26)
(bb)	100.00	Regulation of infrastructure construction § 10.03(27)
(cc)	50.00	Permit required for digging, trenching or taking of materials; § 10.03(28)
(dd)	100.00	Compliance with conditions attached to digging, etc., permit; § 10.03(29)
(ee)	20.00	Compliance with special park closing, generally or to designated persons; § 10.03(30)
(ff)	20.00	Regulation of camping; § 10.03(31)
(gg)	100.00	Interference with authorized personnel; § 10.03(32)
(hh)	50.00	Regulation of normal hours of operations; § 10.03(33)
(ii)	Procurement and responsibilities of persons obtaining permits pursuant to § 10.03(33) and payment of fees required pursuant to § 10.04:	
1.	$25.00	First violation in one year

~~2. 50.00 Second violation in one year~~
~~3. 100.00 Third and subsequent violations in one year~~

(a) $50.00 Special Events; 10.05
(b) $100.00 General Park Rules, Disorderly conduct; 10.06(1)
(c) $20.00 Littering; 10.06(2)
(d) $50.00 Noise; 10.06(3)
(e) $50.00 Sales and handouts; 10.06(4)
(f) $10.00 Smoking; 10.06(5)
(g) $100.00 Weapons and fireworks; 10.06(6)
(h) $50.00 Tree stands and ground blinds; 10.06(7)
(i) $50.00 Fires and firewood; 10.06(8)
(j) $10.00 Other activities violations; 10.06(9)
(k) $100.00 Interference with park employees; 10.06(10)
(l) $20.00 Animals; 10.07
(m) $50.00 Vehicle regulations; 10.08
(n) $10.00 Bicycles; 10.09
(o) $50.00 Regulation of watercraft; 10.10
(p) $10.00 Swimming and beaches; 10.11
(q) $100.00 Public utilities and private construction; 10.12
(r) $20.00 Sleeping or camping; 10.13
(s) $50.00 Closing hours; 10.14
(t) $50.00 Other permits; 10.15
(u)

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19th day of April 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 Majority = _____ ¾ Majority = _____

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

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair
PETER KINSMAN, Vice Chair
DENNIS POLIVKA
ROSS CURRY
ROB NELSON
VALERIA MCAULIFFE
BRANDON LOHR
RANDALL PUTTKAMER

Fiscal Note: The forfeiture amount listed is what is provided to the department through the court system. The 2022 LRE Budget includes $10,500 in court ordered and construction fines.

KPB

MIS Note: None.

RESOLUTION # 50-2022

Resolution to Authorize Participation in the Department of Natural Resources Municipal Dam Grant Program

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: During the 2019 inspection of the Delton dam, it was noticed that there was concrete spalling and repairs were necessary. On June 24, 2021, the County entered a contract with Ayres Associates to engineer the project for a cost of $4,000. On December 15, 2021, during a routine inspection, it was noted that a concrete training wall near the edge of the dam had shifted. In discussions with representatives from JF Brennan on-site as well as phone conversations with Ayres Associates, this is not an imminent issue, but does need to be addressed.

Given that Ayres is already contracted for work at the Delton Dam, the LRE Department brought forth a resolution to the County Board in February to amend the contract to include this new project as well. The projects may also be eligible for WDNR Municipal Dam Grant funding. To apply for the Municipal Dam Grant program, a resolution is required authorizing participation.

Sauk County owns Delton Dam and requests financial assistance under s. 31.385 and s. 227.11, Wis. Stats. and Ch. NR 335, Wis. Adm. Code, for the purpose of dam repair/modification.

The state share for such a project may not exceed 50 percent (50%) of the first $1,000,000 of total eligible project costs nor 25 percent (25%) of the next $2,000,000 of total eligible project costs. With a maximum award amount of $1,000,000.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to:

1. Submit an application to the DNR for financial aid under ch. NR 335, Wis. Admin. Code;
2. Sign grant agreement documents;
3. Take all necessary action to complete the project associated with any grant agreement; and
4. Submit reimbursement claims along with the necessary supporting documentation.

BE IT FURTHER RESOLVED, that Sauk County agrees to pay a share of the eligible costs which is equal to the total project cost minus the state share.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19 day of April 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Marvin F. Knuth

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Ross Curry

Brandon Lohr

Valerie McAuliffe

Rob Nelson

Dennis Polivka

Randy Puttkamer

Fiscal Note: The 2022 Budget included $15,000 for the original concrete work that was identified in the 2019 inspection. The additional concrete work was identified at the end of 2021, so the budget does not reflect funds for this project. The estimated cost for both projects is $50,000. This estimate could change as staff and the consultant work through the design phase. There may be $116,130 of carryforward funds available to assist with the additional dam repairs. If a grant is received by the County for the projects, the grant would pay up to the amounts noted within this resolution for the state share.

MIS Note: No information systems impact.

RESOLUTION # 51-2022

Resolution to Authorize a Small Dam Option for Hemlock Dam and to Rescind the Use of Funds through the Department of Natural Resources Municipal Dam Grant Program

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: The Hemlock Dam creates Hemlock Slough, located at Hemlock County Park, in the Town of LaValle, Sauk County. The dam was constructed in 1964 for recreational purposes. During the months of August and September 2018, the dam sustained damages during a flooding event. Subsequently, the Wisconsin Department of Natural Resources (WDNR), gave the Sauk County Land Resources and Environment Department an Administrative Order to Repair or Abandon Hemlock Dam. The WDNR requested that a decision to abandon or repair Hemlock Dam be made by August 30, 2019. To give the County time to review its options, an extension request was granted by the DNR.

On October 15, 2019, the decision (Resolution 132-2019) was made by the Sauk County Board of Supervisors to repair Hemlock Dam. Shortly thereafter, Resolution 154-2019 was approved by the Sauk County Board awarding a contract to Ayres and Associates to engineer a large-scale dam for an amount not to exceed $38,041. In addition to preparing plans/specifications for the dam, Ayres and Associates assisted with the preparation of the materials necessary to make application for the DNR Municipal Dam Grant Program. Resolution 53-2020 authorized our participation in the program with the intention that Sauk County would pay a share of the eligible costs for the construction of the dam, which is equal to the total project cost minus the state share.

As a result of pursuing reconstruction of the dam as well as Municipal Dam Grant Funds, additional jurisdictional and maintenance requirements were proposed by the WDNR for the large-scale dam being proposed. To avoid the additional requirements a small-scale dam was authorized by the County Board on March 16, 2021 (Resolution 29-2021). The contracted amount for engineering services up to $76,191 was authorized in an amended contract with Ayres Associates. Despite the authorization of the small-dam, further requirements of the DNR Municipal Dam Grant program have resulted in our inability to accept funding under the program. As a result, Sauk County would be responsible for the engineering and construction costs associated with the replacement of the Hemlock Dam.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby re-authorizes a small-scale dam for Hemlock Dam and directs the Land Resources and Environment Director to prepare said plans; and rescinds the use of funds through the DNR Municipal Dam Grant Program to assist paying for engineering and construction costs.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19 day of April 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Ross Curry

Brandon Lohr

Valerie McAuliffe

Rob Nelson

Dennis Polivka

Randy Puttkamer

Fiscal Note: The 2022 Budget included $196,000 for the replacement of Hemlock Dam. Payment for engineered plans for the small-scale dam would be taken from this budgeted amount. The contracted amount is $38,150. Additional funds may be necessary for construction of the project. Material and construction costs have seen significant increases. A future request for additional funding may come before the County Board once the project has been bid.

KPB

MIS Note: No information systems impact.

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
MAY 17, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Deitrich, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Lohr and McCumber. VIRTUAL: (1) Klitzke. ABSENT & EXCUSED: (1) Prosser. VACANT: (1).

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Scanlon.

4. **Adopt Amended Agenda.** MOTION (Schell/Gruber). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Scanlon/Spencer) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   a. **LAW ENFORCEMENT & JUDICIARY COMMITTEE:**
      i. **Resolution 52-2022 To Honor Kim Wasilewski For Over 24 Years Of Service.**
      ii. **Resolution 53-2022 To Honor Linda Lee For Over 20 Years Of Service.**

   b. **HIGHWAY COMMITTEE:**
      i. **Resolution 54-2022 Honoring John Geoghegan.**

   MOTION (Schell/Scanlon) to approve consent agenda items. Motion carried **unanimously**. *(Voice vote)*

7. **Scheduled Appearances.**
   i. Morgan McArthur, Community Development Educator, UW-Madison, Extension, re: 2022 SCIL Graduate Class- Sauk County Institute of Leadership (SCIL).

8. **Public Comment.** None.

9. **Communications.** *(All communications attached to Granicus)*
   i. 04/22/2022 Letter from Mark D. O'Connell, President & CEO, WCA, re: 2022 WCA Annual Business Meeting Resolutions.
   ii. 04/11/2022 Resolution from Winnebago County, re: Resolution To Support NaCo's Position on Defining the Waters of the United States (WOTUS) and Regulations with Agricultural Considerations.
   iii. 04/25/2022 Letter from Wisconsin Historical Society, re: 220 Lynn Street, Baraboo.
   iv. 05/10/2022 Letter from United States Department of Agriculture, re: Compliance with Highly Erodible Land (HELC) and Wetland Compliance (WC).

10. **Appointments.**
    i. Standing Committees & Other Committees:
    2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

    ii. UW Campus Commission:
    Cheryl Giese, Re- Appointment, Citizen Member
    2- year term- 06/01/2022- 06/01/2024

    iii. Health Care Center Board of Trustees:
    Dana Horkan-Grant, New Appointment, Citizen Member
    3-year term – 05/17/2022- 05/20/2025

    MOTION (Rego/Fordham). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

11. **Bills**. None.

12. **Claims.**
    i. Notice of Claim: Jeremy D. Peterson Claim.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
        i. Petition 13-2022, Applicant: Michelle Gillette; Project Location: Town of Greenfield; Current Zoning: Resource Conservancy; Proposed Zoning: Commercial/Resource Conservancy.
    b. Brent Miller
        i. Administrator's report.
        ii. First Quarter Financial Report.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.

16. **Unfinished Business.** None.

17. **New Business.**

AGING & DISABILITY RESOURCE CENTER (ADRC) & VETERAN'S SERVICE OFFICE COMMITTEE AND FINANCE COMMITTEE:

Resolution 55-2022 To Authorize ADRC To Purchase A Handicapped Accessible Van For The Transportation Program Using DOT Trust Fund And Amending The 2022 Budget For This Purpose. MOTION (Polivka/Spencer). **Requires 2/3 vote.* **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

ECONOMIC DEVELOPMENT COMMITTEE:

Resolution 56-2022 Authorizing A Contract With River Valley Commons For Broadband Expansion Using American Rescue Plan Act Funds. MOTION (Krueger/Gruber). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 57-2022 Authorizing Reimbursement For Attendance At The WCA Conference In Wisconsin Dells. MOTION (Rego/Hazard). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

FINANCE COMMITTEE:

Resolution 58-2022 Designating County Depositories; Establishing Investment And Related Financial Procedures. MOTION (Flint/Dorner). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

Resolution 59-2022 Assigning Funds As Of December 31, 2021 And Amending The 2022 Budget For These Assignments. MOTION (Krueger/Peper). **Requires 2/3 vote.* **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

HIGHWAY COMMITTEE:

Resolution 60-2022 Authorizing An Easement For Utility And Telecommunication Fiber Optic/Utility Building. MOTION (Peper/Schell). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:
Resolution 61-2022 Authorizing The Director Of Land Resources And Environment To Submit Grant Applications For DATCP Clean Sweep Program. MOTION (Lohr/Kinsman). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

LAW ENFORCEMENT & JUDICIARY COMMITTEE & FINANCE COMMITTEE:
Resolution 62-2022 To Amend The 2022 Budget For Additional Allocation Of Grant Funds For Unmarked Squads As Well As Funds For The Safer Community Initiative. **Requires 2/3 vote.* MOTION (Flint/Schell). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

PROPERTY COMMITTEE:
Resolution 63-2022 Authorizing To Jointly Construct A Telecommunication Fiber Optic Loop From County Highway A To The New Sauk County Highway Facility. MOTION (Flint/Schell). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Scanlon, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Klitzke. NAYS: (0). ABSENT & EXCUSED: (1) Prosser. VACANT: (1). Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 7:11 P.M. MOTION (Kinsman/Schell) to adjourn until Tuesday, June 21, 2022 at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: June 21, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the May 17, 2022 Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286 www.co.sauk.wi.us
These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, May 17, 2022 – 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.

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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**
   i. **LAW ENFORCEMENT & JUDICIARY COMMITTEE:**
      i. **Resolution 52-2022** To Honor Kim Wasilewski For Over 24 Years Of Service. (Page 4)
      ii. **Resolution 53-2022** To Honor Linda Lee For Over 20 Years Of Service. (Page 5)

   ii. **HIGHWAY COMMITTEE:**
      i. **Resolution 54-2022** Honoring John Geoghegan. (Page 6)

7. **SCHEDULED APPEARANCES**
   i. Morgan McArthur, Community Development Educator, UW-Madison, Extension, re: 2022 SCIL Graduate Class- Sauk County Institute of Leadership (SCIL).

8. **PUBLIC COMMENT**
   i. Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda or any other matter the Board is empowered to consider.

9. **COMMUNICATIONS** ***(All communications are attached to Granicus)***
   i. 04/22/2022 Letter from Mark D. O'Connell, President & CEO, WCA, re: 2022 WCA Annual Business Meeting Resolutions.
   ii. 04/11/2022 Resolution from Winnebago County, re: Resolution To Support NaCo's Position on Defining the Waters of the United States (WOTUS) and Regulations with Agricultural Considerations.
   iii. 04/25/2022 Letter from Wisconsin Historical Society, re: 220 Lynn Street, Baraboo.

10. **APPOINTMENTS**
    i. Standing Committees & Other Committees:
    2 year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024
    (Matrix attached to Granicus)

ii. UW Campus Commission:
Cheryl Giese, Re- Appointment, Citizen Member
2- year term- 06/01/2022- 06/01/2024

11. BILLS

12. CLAIMS

i. Jeremy D. Peterson Claim. *(Attached to Granicus)*

13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
   i. Petition 13-2022, Applicant: Michelle Gillette; Project Location: Town of Greenfield; Current Zoning: Resource Conservancy; Proposed Zoning: Commercial/Resource Conservancy. (Pages 7-14)

b. Brent Miller
   i. Administrator's report.
   ii. First Quarter Financial Report.

c. Tim McCumber, County Board Chair
   i. Board Chair Update.

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. **AGING & DISABILITY RESOURCE CENTER (ADRC) & VETERAN'S SERVICE OFFICE COMMITTEE AND FINANCE COMMITTEE:**
   i. **Resolution 55-2022** To Authorize ADRC To Purchase A Handicapped Accessible Van For The Transportation Program Using DOT Trust Fund And Amending The 2022 Budget For This Purpose. (Pages 15-16)

b. **ECONOMIC DEVELOPMENT COMMITTEE:**
   i. **Resolution 56-2022** Authorizing A Contract With River Valley Commons For Broadband Expansion Using American Rescue Plan Act Funds. (Pages 17-18)

c. **EXECUTIVE & LEGISLATIVE COMMITTEE:**
   i. **Resolution 57-2022** Authorizing Reimbursement For Attendance At The WCA Conference In Wisconsin Dells. (Pages 19-20)

d. **FINANCE COMMITTEE:**
   i. **Resolution 58-2022** Designating County Depositories; Establishing Investment And Related Financial Procedures. (Pages 21-23)
   ii. **Resolution 59-2022** Assigning Funds As Of December 31, 2021 And Amending The 2022 Budget For These Assignments. (Pages 24-26)

e. **HIGHWAY COMMITTEE:**
   i. **Resolution 60-2022** Authorizing An Easement For Utility And Telecommunication Fiber Optic/Utility Building. (Pages 27-32)

f. **LAND RESOURCES AND ENVIRONMENT COMMITTEE:**

i. **Resolution 61-2022** Authorizing The Director Of Land Resources And Environment To Submit Grant Applications For DATCP Clean Sweep Program. (Pages 33-34)

g. **LAW ENFORCEMENT & JUDICIARY COMMITTEE & FINANCE COMMITTEE:**

i. **Resolution 62-2022** To Amend The 2022 Budget For Additional Allocation Of Grant Funds For Unmarked Squads As Well As Funds For The Safer Community Initiative. (Pages 35-36)

h. **PROPERTY COMMITTEE:**

i. **Resolution 63-2022** Authorizing To Jointly Construct A Telecommunication Fiber Optic Loop From County Highway A To The New Sauk County Highway Facility. (Pages 37-38)

18. REFERRALS

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

20. ADJOURNMENT

Respectfully,

Tim McCumber

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: May 12, 2022.
Agenda Preparation: Tim McCumber, County Board Chair, jointly with the County Clerk and the County Administrator.
s:/admin/Co Bd Agendas/2022/ctybdagendaMAY2022

RESOLUTION # 52-2022

Resolution to Honor Kim Wasilewski for Over 24 Years of Service

Resolution offered by the Law Enforcement & Judiciary Committee

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

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Kim faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Kim started on March 9, 1998 as a Jailer. In July of 2000, she moved to a Patrol Deputy. In September of 2003, she became a Detective and then moved to Court Security in January of 2007 where she remained and retired as of April 1, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Kim Wasilewski for over 24 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Kim Wasilewski an appropriate certificate and commendation as a token of or esteem.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 10th day of May , 2022

Fiscal Impact: [X]None [ ] 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: 05.11.2022

Approved for presentation to the County Board by the _____ Committee this _____ day of _____, 2021.

Offered and passage moved by:

_____
Thomas Dorner

_____
Kevin Schell

_____
John Deitrich

_____
Supervisor

_____
Supervisor

Fiscal Note: No Impact KPB
MIS Note: No impact

RESOLUTION # 53-2022

Resolution to Honor Linda Lee for Over 20 Years of Service

Resolution offered by the Law Enforcement & Judiciary Committee

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

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Linda faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Linda started on September 24, 2001as a Clerk. Linda retired on May 2, 2022

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

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Linda Lee an appropriate certificate and commendation as a token of or esteem.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 10th day of May, 2022

Fiscal Impact: [X]None [ ] 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: 05.12.2022

Approved for presentation to the County Board by the _____ Committee this _____ day of _____, 2022.

Offered and passage moved by:

_____
Thomas Dorner

_____
Kevin Schell

_____
John Deitrich

_____
Supervisor

_____
Supervisor

Fiscal Note: No Impact KB
MIS Note: No impact

RESOLUTION #54-2022

Resolution Honoring John Geoghegan

Resolution offered by the Highway Committee

BACKGROUND:
It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. John Geoghegan has faithfully served the Highway Department as Highway Commissioner for 29 years from January 1, 1963 until February 28, 1992. John served on the Pink Lady Transit Commission for 8 years from October 22, 2008 to October 31, 2016 and the Greenfield Town Board for 31 years since April 1991. In recognition of John Geoghegan's 100th birthday on June 15th 2022 and his many years serving the people of Sauk County the Highway Committee recommends naming the Committee Room in the new Highway Shop the John Geoghegan Conference Room.

WHEREAS, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends John Geoghegan for over 59 years of faithful service to the people of Sauk County; and

WHEREAS, that the Sauk County Board of Supervisors hereby expresses its appreciation and will name the conference room in the new highway facility the John Geoghegan Conference Room; and

THEREFORE, BE IT RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to present to John Geoghegan an appropriate certificate of commendation as a token of our esteem.

BE IT FURTHER RESOLVED, that June 15th 2022 be declared John Geoghegan Day.

Approved for presentation to the County Board by the Highway Committee, this 17th day of May, 2022.

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 05.12.2022.

Offered and passage moved by:

Brian Peper

Terry Spencer

Smooth Detter

Mike Flint

Kevin Schell

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

Recpt 9062
$500 - ✓1072

Application Accepted:	4-8-22
Accepted By:	TH
Petition Number:	13-22
Current Zoning:	Resource Conservancy
Proposed Zoning:	Commercial / Resvaldiserancy
Committee Hearing Date:	5-24-22
County Board Date:	6-21-22
Supervisor District #:	2

SAUK COUNTY
WISCONSIN

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

RECEIVED 04 08 2022

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: Michelle Gillette — Home Phone:
Mailing Address: E12311 Cty Rd W Baraboo — Cell Phone: 608-772-3403
E-mail Address: mb.gillette@att.net

Agent/Applicant Name: — Home Phone:
Mailing Address: — Cell Phone:
E-mail Address:

Site Information

Site Address: S5390 State Rd 113
Parcel ID: 018-0212-00000
Property Description: NE ¼ NW ¼ Section 7, T 11 N, R 7 E,
Town of: Greenfield, Current Zoning: RC
Overlay District: ☒ Shoreland ☒ Floodplain ☐ Airport
Current Use: Auto detailing, auto window tint, Storage. lodging house
Existing Structures/Improvements: 8 lodging house, 3 buildings.

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
7.040 (4)(o)	

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

lodging house and rental of warehouse buildings for storage, office space, auto detailing, auto finishing. lodging house will stay in RC other businesses will be in Commercial

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.
☐ Completed Zoning Map Amendment Application Form.
☐ $500 application fee (non-refundable), payable to Sauk County LRE.
☐ Town/County Scheduling Form completed by the applicant and Township.
☐ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown. Surveyor.
☐ Legal description of the area to be rezoned (CSM, Metes & Bounds description) Surveyor
☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

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

Running a storage facility isn't consistant with RC 2 zoning. Storage facility is acceptable w/ conditional use in commercial zoning.

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

Not applicable.

Certification

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

Applicant/Agent: _____ Date: 4-8-22

Property Owner Signature: _____ Date: 12-29-21

Zoning Map Amendment Procedures and Requirements

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

What is a Zoning Map Amendment?

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

Standards and Criteria

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

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

Note: Pursuant to Wis. Stat § 91.48(1) A political subdivision (Sauk County) with a certified farmland preservation zoning ordinance may not rezone land out of a farmland preservation zoning district (Exclusive Agriculture) without having the rezoning certified under Wis. Stat § 91.36 and provided that the standards (a) through (d) above are met.

Process

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

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

Rezoning Application Site / Plot Plan

SAUK COUNTY TAX PARCEL
018-0212-00000

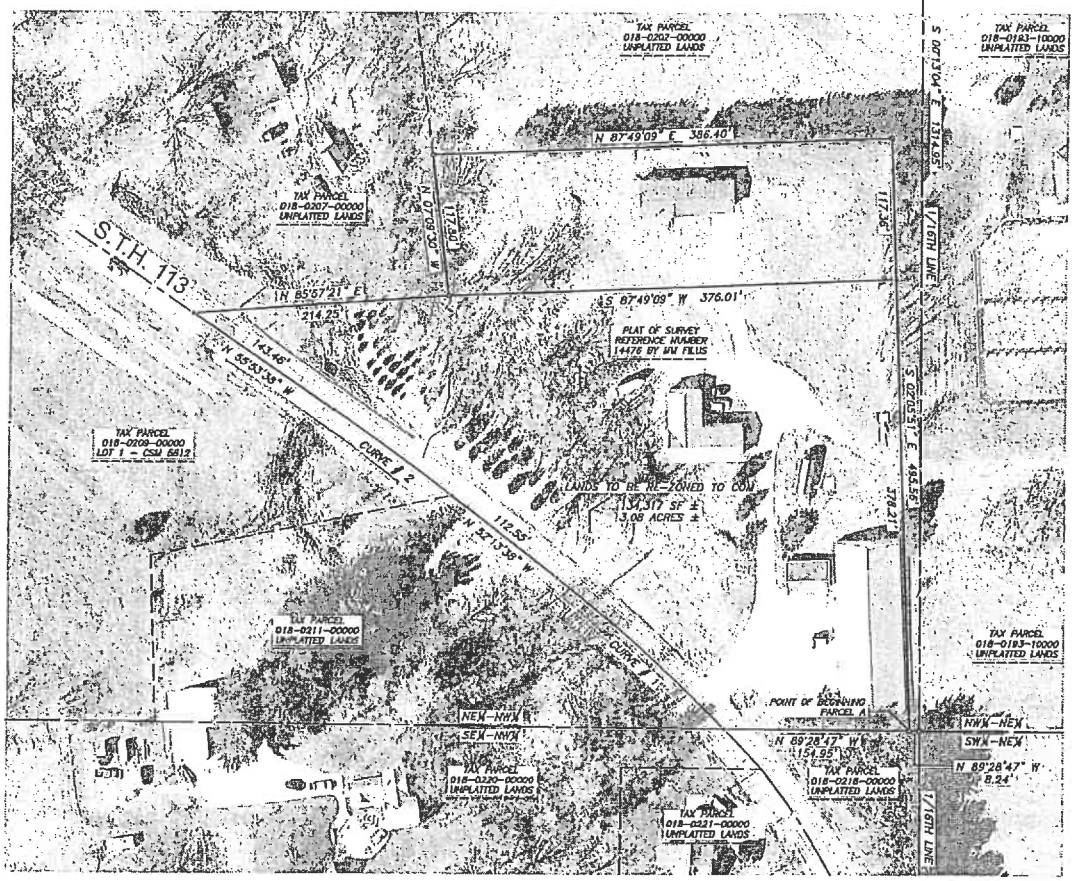
LOCATED IN
THE NE¼-NW¼,
SECTION 7, TOWN 11 NORTH, RANGE 7 EAST,
TOWN OF GREENFIELD, SAUK COUNTY, WISCONSIN

PREPARED FOR:

STATE 113 LLC
MICHELLE GILLETTE, REGISTERED AGENT
E12311 COUNTY ROAD "W"
BARABOO, WISCONSIN 53913

POINT OF COMMENCEMENT:

NORTH ¼ CORNER
SECTION 7, T11N, R7E
STANDARD HARRISON
CAST-IRON MONUMENT FOUND



CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1400.00'	189.76'	189.61'	N 49°20'40" W	7°45'59"
C2	1909.86'	122.22'	122.20'	N 54°03'38" W	3°39'59"

WISCONSIN
MATTHEW M. FILUS
S-2185
REEDSBURG, WI
LAND SURVEYOR

SIGNED & SEALED 01/18/2022

N
W E
S

GRAPHIC SCALE
1" = 100 FEET HORIZONTALLY

0 100 200 300

BEARINGS SHOWN UPON THIS EXHIBIT ARE REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS) FOR SAUK COUNTY, NORTH AMERICAN DATUM OF 1983 (NAD83), 1997 ADJUSTMENT

LEGEND

- ○ INDICATES 0.75" Ø STEEL ROD RECOVERED IN CONJUNCTION WITH PLAT OF SURVEY 14476
- • INDICATES CALCULATION POSITION

The Excelsior Group, LLC
Surveying & Land Planning

Matthew M Filus, Professional Land Surveyor

Phone: (608) 747-4363 · E-mail: mfilus@eg-wi.com · Web: www.eg-wi.com

625 Granite Avenue · PO Box 486 · Reedsburg, Wisconsin 53959

APPENDIX ___

SHEET 1 OF 2

Rezoning Application Site / Plot Plan

DESCRIPTION OF LANDS TO BE RE-ZONED TO COM (PARCEL A):

A PARCEL OF LAND BEING A PORTION OF SAUK COUNTY TAX PARCEL 018-0212-00000 AS DESCRIBED UPON DOCUMENT NUMBER 1115133 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAUK COUNTY, WISCONSIN, BEING LOCATED IN THE NE¼-NW¼ OF SECTION 7, TOWN 11 NORTH, RANGE 7 EAST, TOWN OF GREENFIELD, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 7, TOWN 11 NORTH, RANGE 7 EAST; THENCE S 00°13'04" E, A DISTANCE OF 1314.95 FEET ALONG THE EAST LINE OF THE NE¼-NW¼ TO THE SOUTHEAST CORNER THEREOF; THENCE N 89°28'47" W, A DISTANCE OF 8.24 FEET ALONG THE SOUTH LINE OF THE NE¼-NW¼ TO THE SOUTHEAST CORNER OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133 AND THE POINT OF BEGINNING;

THENCE CONTINUING N 89°28'47" W, A DISTANCE OF 154.95 FEET ALONG THE SOUTHERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133 TO THE CENTERLINE OF S.T.H. 113;

THENCE WITH A CURVE TURNING TO THE LEFT, RADIUS 1,400.00 FEET (THE CHORD OF WHICH BEARS N 48°20'40" W, A DISTANCE OF 189.61 FEET) A DISTANCE OF 189.76 FEET ALONG THE CENTERLINE OF S.T.H. 113 AND THE WESTERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133;

THENCE N 52°13'38" W, A DISTANCE OF 112.55 FEET ALONG THE CENTERLINE OF S.T.H. 113 AND THE WESTERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133;

THENCE WITH A CURVE TURNING TO THE LEFT, RADIUS 1909.86 FEET (THE CHORD OF WHICH BEARS N 54°03'38" W, A DISTANCE OF 122.20 FEET) A DISTANCE OF 122.22 FEET ALONG THE CENTERLINE OF S.T.H. 113 AND THE WESTERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133;

THENCE N 55°53'38" W, A DISTANCE OF 143.46 FEET ALONG THE CENTERLINE OF S.T.H. 113 AND THE WESTERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133;

THENCE N 85°57'21" E, A DISTANCE OF 214.25 FEET ALONG THE NORTHERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133;

THENCE N 87°49'09" E, A DISTANCE OF 376.01 FEET TO THE EASTERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133;

THENCE S 02°05'51" E, A DISTANCE OF 378.21 FEET ALONG THE EASTERN BOUNDARY OF LANDS DESCRIBED UPON DOCUMENT NUMBER 1115133 TO THE POINT OF BEGINNING.

DESCRIBED PARCEL OF LAND CONTAINS 134,317 SQUARE FEET OR 3.08 ACRES OF LAND.

END OF DESCRIPTION.

WISCONSIN
MATTHEW M. FILUS S-2185 REEDSBURG, WI
LAND SURVEYOR

SIGNED & SEALED 01/18/2022

The Excelsior Group, LLC
Surveying & Land Planning
Matthew M Filus, Professional Surveyor
office: (608) 747-4363 · e-mail: mfilus@eg-wi.com · www.eg-wi.com
625 Granite Avenue · PO Box 486 · Reedsburg, Wisconsin 53959

APPENDIX __
SHEET 2 OF 2

Town of Greenfield Board Meeting
Greenfield Town Hall
7 p.m., Tuesday, December 14, 2021

Chairman Terry Turnquist called the meeting to order at 7 p.m. Present: Turnquist and Supervisors Fred Coller and John Geoghegan, Treasurer Bob Geenen, Clerk Mary Friesen, and four additional residents.

Verification of Notices was made.

Agenda was approved on a motion by Geoghegan and a second by Coller.

Minutes of the November meeting were approved on a motion by Coller and a second by Geoghegan.

The Treasurer's report with a balance of $486,382.54 was approved on a motion by Geoghegan and a second by Coller.

Approval of bills was made in the amount of $9,724.75 on a motion by Coller and a second by Geoghegan.

Public Comment – None.

The Board approved making a recommendation to the Sauk County Land Resources & Environmental Committee to rezone a property at S5390 State Road 113 from RC 35 to Commercial on a motion by Turnquist and a second by Coller.

The Board approved a recommendation by the Plan Commission for a Conditional Use Permit for a lodging house for Micelle Gillette at S5390 State Road 113 on a motion by Geoghegan and a second by Coller.

The Board gave preliminary approval for the draft of an Ordinance for Short Term Rental Property with suggested modifications by members, on a motion by Turnquist and a second by Coller. An updated copy of the Ordinance will be published with the intent of holding a Public Hearing at 7 p.m., Tuesday, January 11, 2022.

A three-year renewal of the Assessor Contract was approved for Holloway Appraisal, on a motion by Turnquist and a second by Geoghegan. There will be no changes to the new contract.

The Board approved a roster of Election Inspectors for 2022 and 2023 on a motion by Turnquest and a second by Coller.

Public Safety Report – Turnquest reported that ambulance are down this fall. There is ongoing discussinon about feasibility of combining the Ambulance Service and the Baraboo Fire Department.

Planning & Zoning – Terrence McCormick reported that paperwork is again underway on the remodel of property owned by Sylvia Kriegl on State Highway 33.Tom Kriegl is working with McCormick on the process.

Friesen reported on attending a two-day ZOOM training for the upcoming two years of elections. The training maintains her compliance with the Wisconsin Elections Commission.

Correspondence – Geoghegan received a quote of $975 to install outdoor lighting at the Town Hall.

Roadwork – The past month as been quiet, with the sanding trucks out for one weather event.

The meeting was adjourned at 8:05 p.m. on a motion by Coller and a second by Geoghegan.

Mary Friesen, Clerk

OFFICE OF
SAUK COUNTY LAND RESOURCES AND ENVIRONMENT
SAUK COUNTY WEST SQUARE BUILDING
505 BROADWAY
BARABOO, WI 53913
Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Land Resources and Environment Committee of the Sauk County Board of Supervisors will hold a public hearing on May 24, 2022, at 9:15 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

I. A. Petition 13-2022. A petition to consider a rezone from Resource Conservancy zoning to Commercial zoning and a conditional use permit pursuant to s.7.040(4)(d) for warehousing, self-storage facility, or mini-warehousing owned by State 113 LLC, Michelle Gillette. Said conditional use is located in the Town of Greenfield, Sauk County.

Lands affected by the proposed conditional use are located in part of the NE ¼, NW ¼, of Section 7, T11N, R07E, Town of Greenfield, Sauk County, tax parcel identification number 018-0212-00000.

B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

II. A. The purpose of the proposed rezone and conditional use is to allow for warehousing, self-storage facility, or mini-warehousing.

B. Any person desiring more information or to request a map of the proposed conditional use may contact the Sauk County Land Resources and Environment Office, Tate Hillmann at the Sauk County West Square Building (Telephone (608) 355-4833).

C. If you have a disability and need help, reasonable accommodations can be made for those so requesting provided that a 48 hour notice is given. Please call 608-355-3245 or TDD 608-355-3490.

Date: April 25, 2022

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

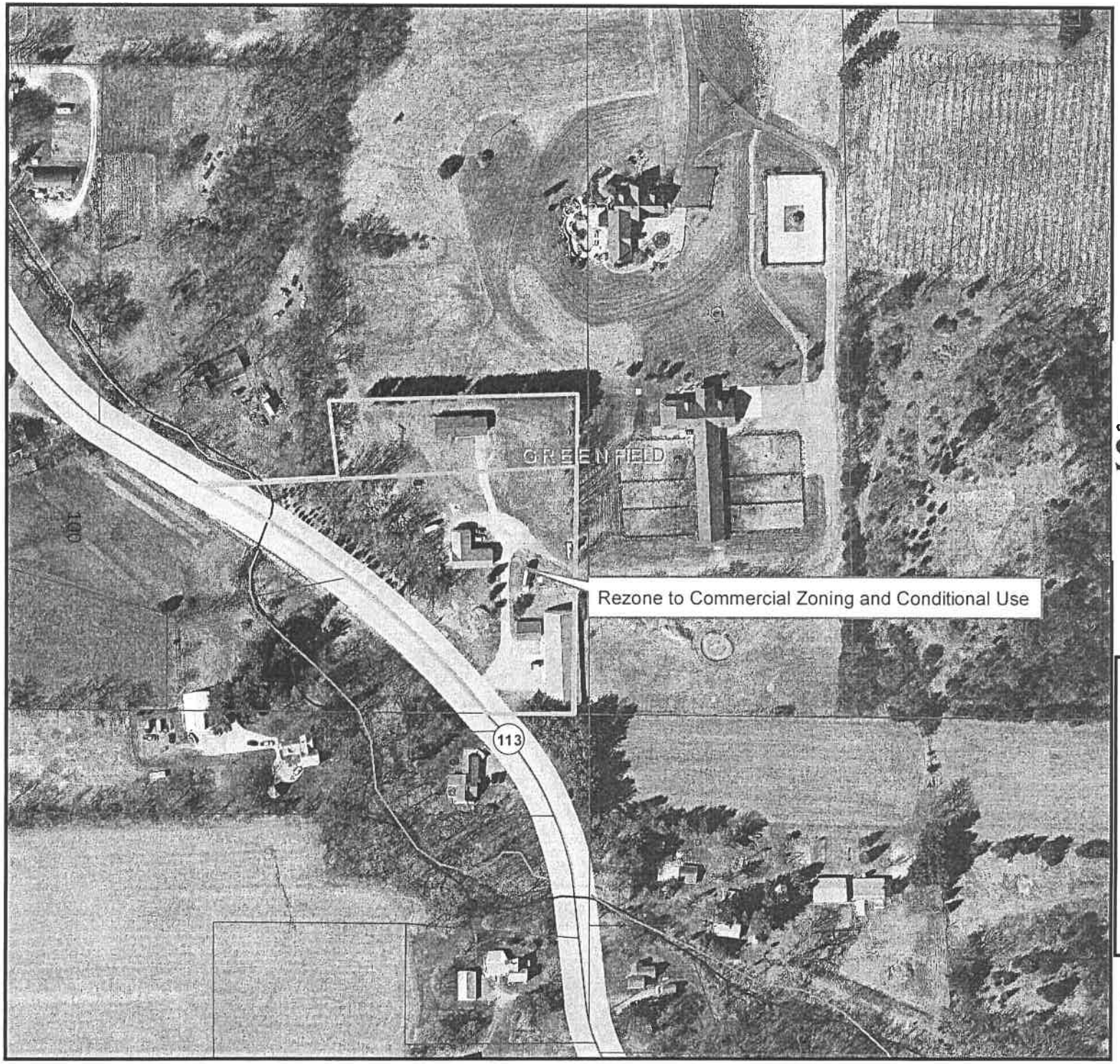
BY: Tate Hillmann, Land Use & Sanitary Technician
Sauk County Department of Land Resources and Environment
505 Broadway Street
Sauk County West Square Building
Baraboo, WI 53913

To be published May 5, 2022 and May 12, 2022

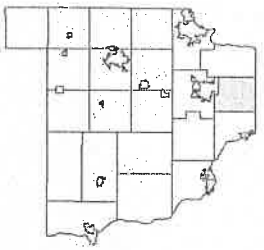
This notice can also be found at www.wisconsinpublicnotices.org or www.co.sauk.wi.us/legalnotices

State 113 LLC Property

S5390 State Road 113



Town of Greenfield
Sauk County, WI



ESTD 1844
SAUK COUNTY
WISCONSIN

Legend

- Other Tax Parcels
- State 113 LLC Property
- Interstate
- Federal
- State
- County
- Town
- Ramp

FOR INFORMATIONAL PURPOSES ONLY
Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.

N
W E
S

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT

RESOLUTION # 55-2022

RESOLUTION TO AUTHORIZE ADRC TO PURCHASE A HANDICAPPED ACCESSIBLE VAN FOR THE TRANSPORTATION PROGRAM USING DOT TRUST FUND AND AMENDING THE 2022 BUDGET FOR THIS PURPOSE

Resolution offered by the Aging and Disability Resources and Veterans Service Office Committee

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

BACKGROUND:

The Aging & Disability Resource Center (ADRC) provides needed transportation to the elderly and disabled clients through two Department of Transportation (DOT) grants. Many clients are not ambulatory and must have a vehicle that will accommodate a wheelchair, motorized wheelchair, and/or scooter. The ADRC has buses that accommodate such riders, but it is more cost effective to transport such clients in a van.

The ADRC currently has $66,610.75 in its DOT Trust fund account. The Trust fund is to be used to purchase or maintain vehicles for the ADRC's transportation program. The State Department of Transportation does not allow the ADRC to have more than $80,000.00 in the fund at any one time; any funds over $80,000.00 must be returned to the state.

In the 2022 budget, the ADRC anticipated purchasing a handicap accessible van in 2025. However, with the cost of vehicles increasing and more limited availability (Dodge no longer makes a Caravan), the ADRC would like to purchase another vehicle to meet the over 100 requests for rides a week. A& J Vans has a 2021 Chrysler Voyager for $35,030 after a $1,000 discount. The package from BraunAbility that modifies the vehicle into a rear entry handicap accessible van is $21,995. Title and license fee is $169.50, for a total of $57,194.50. Currently there are not any passenger vans available through the state contract. The ADRC Director has called several Chrysler locations and the least expensive Voyager was $48,000, before the BraunAbility package is added.

The state has given permission to use the trust fund to purchase the vehicle, if approved by the County Board. Once the trust fund is reduced to less than $9,500, Sauk County will be better positioned to apply for a new bus from the 53.10 grant due in August. The handicapped accessible vehicle will be purchased with DOT trust funds; no levy dollars will be used.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County is hereby authorized to purchase the rear-entry handicapped accessible van from A&J Vans at a cost of 57,194.50 using DOT trust funds; and

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, that the 2022 ADRC budget be amended to appropriate $57,195 of the ADRC's DOT trust fund.

Approved for presentation to the County Board by the Finance Committee, this 5th day of May, 2022

Approved for presentation to the County Board by the ADRC & VSO Committee, this ____ day of _____, 2022

Consent Agenda Item: [ ] YES [ ] 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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 05. 11. 2022.

Offered and passage moved by:

Finance Committee

Dorner, Supervisor

Eberl, Supervisor

Krueger, Supervisor

Flint, Supervisor

McCumber, Supervisor

ADRC & VSO Committee

Dorner, Supervisor

Polivka, Supervisor

Burchill, Supervisor

Stehling, Supervisor

Lombard, Supervisor

Fiscal Note: This resolution does not authorize the use of County levy funds but authorizes DOT funds out of the DOT trust fund to purchase the vehicle. KLB

MIS Note: N/A

RESOLUTION # 56-2022

RESOLUTION AUTHORIZING A CONTRACT WITH RIVER VALLEY COMMONS FOR BROADBAND EXPANSION USING AMERICAN RESCUE PLAN ACT FUNDS

Resolution offered by the Economic Development Committee

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

BACKGROUND:

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each government to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer, and broadband infrastructure.

This broadband access grant, through a public/private partnership agreement Wisconsin State Statute § 196.504, seeks to help provide access to broadband services through River Valley Commons (RVC) in unserved and/or underserved areas to encourage economic development assisting the River Valley School District (RVSD) within its geographic area by providing direction and guidance to municipalities in that area for broadband opportunities.

Develop and maintain a digital navigator program that provides residents of the RVSD area with access to train and assist in internet adoption by providing educational opportunities about broadband, and expansion in the area.

WHEREAS, the County seeks to help provide access to broadband services in unserved and/or underserved areas and to encourage economic development within its boundaries; and

WHEREAS, River Valley Commons proposes to encourage the expansion of broadband in the River Valley School District geographic area (project area) by undertaking the activities in the project area; and

WHEREAS, The County desires to enter in this agreement to work with RVC to encourage and assist broadband expansion; and

NOW, THEREFORE, BE IT RESOLVED, that the County Administrator is hereby authorized to enter into a contract for $15,600 with RVC to commit Sauk County American Rescue Plan funds, as described above, to expand broadband access in Sauk County.

For consideration by the Sauk County Board of Supervisors on May 17, 2022.

Approved for presentation to the County Board by the Economic Development Committee,

56-2022

this ____ day of _____ , 2022

Consent Agenda Item: [ ] YES [ ] 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: 05-11-2022 .

Offered and passage moved by:

_____
Supervisor

_____
Supervisor

_____
Supervisor

_____
Supervisor

_____
Supervisor

Fiscal Note: Sauk County's total allocation of American Rescue Plan Act (ARPA) funds is $12,517,103. The 2022 budget includes use of APRA funds of $300,000 for broadband.

MIS Note: KPB

RESOLUTION # 57 - 2022

Resolution Authorizing Reimbursement For Attendance At The WCA Conference In Wisconsin Dells

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: On September 18-20, 2022 the Wisconsin Counties Association is hosting their annual conference in Wisconsin Dells at the Kalahari. These sessions will allow policy makers an opportunity to learn about a variety of topics that occur in state legislative issues as well as the technological advances used in state legislature today. The Rules of the Board stipulate that attendance at a school, institute or meeting which is not a part of regular committee meetings requires approval by the County Board of Supervisors (Rule V. B. of the Rules of the Sauk County Board of Supervisors). Wisconsin Counties Association is offering free registration for newly elected.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of County Board of Supervisors (per diem, mileage or transportation and registration fees) for attendance at the Wisconsin Counties Association Conference in Wisconsin Dells, on September 18-20, 2022; and,

BE IT FURTHER RESOLVED, that all current Sauk County Board Supervisors are entitled to attend, and that the Wisconsin Counties Association is offering free registration for newly elected supervisors.

Estimated Costs	Cost Per Person
Registration	$ 175.00
Per Diem	$75.00 per day
Mileage (average)	$.58 per mile roundtrip

Approved for presentation to the County Board by the Executive & Legislative Committee, this 17th day of May, 2022

Consent Agenda Item: [ ] YES [X] NO

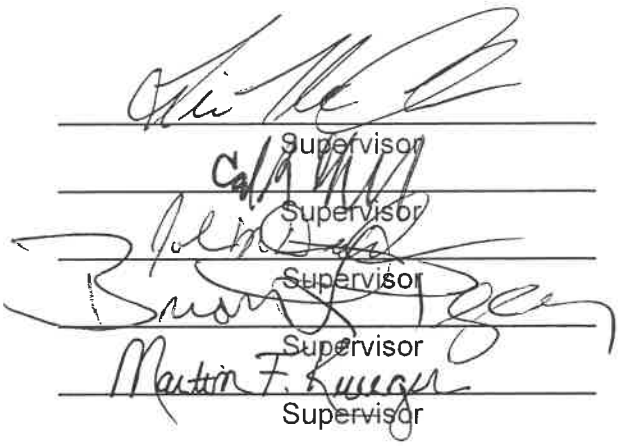
Fiscal Impact: [ ] None [X] Budgeted Expenditure [ ] Not Budgeted

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: 05.11.2022.

51-2022

Offered and passage moved by:



Fiscal Note: Estimated costs including per diem, mileage and related travel expenses and registration fees. The free registration would include all newly elected attendees.

MIS Note: None. KMB

RESOLUTION #58-2022

DESIGNATING COUNTY DEPOSITORIES; ESTABLISHING INVESTMENT AND RELATED FINANCIAL PROCEDURES

Resolution offered by the Finance Committee

BACKGROUND:
§34.05 of the Wisconsin Statutes provides for the designation of official County depositories and the specification by County Boards of Supervisors of the basis upon which Treasurers shall be authorized to deposit and invest funds. The Sauk County Finance Committee has reviewed these and other financial matters and, in light of past practice and the best interest of Sauk County, does make the following recommendations as outlined in the resolution.

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

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Treasurer shall deposit County funds as provided under the statutes of the State of Wisconsin, County Financial Policy 10-95, and this resolution, emphasizing preservation of principal, liquidity and rate of return; and,

BE IT FURTHER RESOLVED, that Sauk County participate in the State of Wisconsin's Local Government Investment Pool pursuant to §25.50 of the Wisconsin Statutes, with the Sauk County Treasurer or authorized deputies hereby designated as the "local official" authorized to invest County monies in this fund and to make withdrawals therefrom as required; and,

BE IT FURTHER RESOLVED, that the Sauk County Treasurer shall be authorized to maintain a working or active checking account for the immediate operation of Sauk County in any financial institution that is a member of Federal Deposit Insurance Corporation and under the State of Wisconsin deposit guarantee program if applicable. The financial institution must be conveniently located for conducting daily business; and,

BE IT FURTHER RESOLVED, that pursuant to §34.09 of the Wisconsin Statutes, every federal or state credit union, state bank, federal or state savings and loan association, savings and trust company and federal or state savings bank and every national bank may be designated as a public depository and may receive and hold public deposits, subject to the referenced chapter, if the financial institution has a branch or main office located in this state, complies with this chapter with respect to public deposits and accepts payments made by the state under §16.412 of the Wisconsin Statutes; and,

BE IT FURTHER RESOLVED, that the Sauk County Treasurer or authorized deputies shall be responsible for obtaining the appropriate collateralization agreements to guarantee the safety of Sauk County funds in excess of insured or guaranteed limits. This pledge of collateral for deposits must follow the Governmental Accounting Standards Board requirements; and,

BE IT FURTHER RESOLVED, that all County officers and all other County personnel receiving or handling County funds shall deposit monies at least weekly with the Sauk County Treasurer or in other appropriate authorized accounts. The list below reflects institutions that currently contain County funds. The Sauk County Treasurer may make

58-2022

changes or additions to these institutions which are approved by the Finance Committee; and,

Bank of Prairie du Sac
Baraboo State Bank
Citizens Community Bank
Community First Bank
Farmers & Merchants Bank
First Business Bank
Peoples Community Bank
PMA Financial Network, Inc.
PNC Bank
Prevail Bank
Wells Fargo Bank, N.A.
Wisc Investment Services Cooperative
Wisc Local Government Investment Pool

BE IT FURTHER RESOLVED, that all general and payroll County checks shall bear the facsimile signatures of the Sauk County Clerk, the Sauk County Treasurer, and the Sauk County Board Chairperson. Any other checks issued by Sauk County departments shall bear the signature, either original or facsimile, of that department's administrator or their designee.

For consideration by the Sauk County Board of Supervisors on May 17, 2022.

Approved for presentation to the County Board by the Finance Committee, this 6th day of May, 2022

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: 05.11.2022 .

Offered and passage moved by:

_____
Martin F. Krueger, Chairperson

_____
Lynn A. Eberl, Vice-Chairperson

_____
Richard M. Flint, Secretary

_____
Thomas Dorner, Supervisor

_____
Timothy B. McCumber, Supervisor

Fiscal Note: The Sauk County Treasurer shall deposit County funds as provided under the

58-2022

statutes of the State of Wisconsin, County Financial Policy 10-95, and this resolution, emphasizing preservation of principal, liquidity and rate of return.

KPB

MIS Note: No MIS impact

RESOLUTION #_51_ - 2022

Resolution Assigning Funds as of December 31, 2021 and Amending the 2022 Budget for These Assignments

Resolution offered by the Finance Committee

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

BACKGROUND: Certain accounts are required by Wisconsin State Statute or Administrative Code, grant rules, or by action of the Sauk County Board or its committees, to be expended for specific purposes and any excess funds cannot lapse to fund balance at year-end for general County use. Similarly, these types of accounts which may be in a deficit position at year-end because of the timing of the receipt of grant reimbursements, are not to receive transfers from the General Fund pending completion of the grant or activity. The attached list of purposes and amounts as of December 31, 2021 shall be assigned from General Fund balance and within other fund balances for future use and/or reimbursement.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the described accounts, totaling $11,506,929 be and hereby are assigned as of December 31, 2021 for the described activities in accordance with Wis. Stats. § 65.90(5); and,

BE IT FURTHER RESOLVED, that this be amended by annual audit adjustments, the addition of grants or other non-lapsing programs, the deletion of completed grants and programs, State Statutes, or by actions of the County Board; and,

BE IT FURTHER RESOLVED, that the affected departments' 2022 budgets be amended to include the amended appropriations approved herein.

Approved for presentation to the County Board by the Finance Committee, this 17th day of May, 2022

Consent Agenda Item: [ ] YES [x] NO

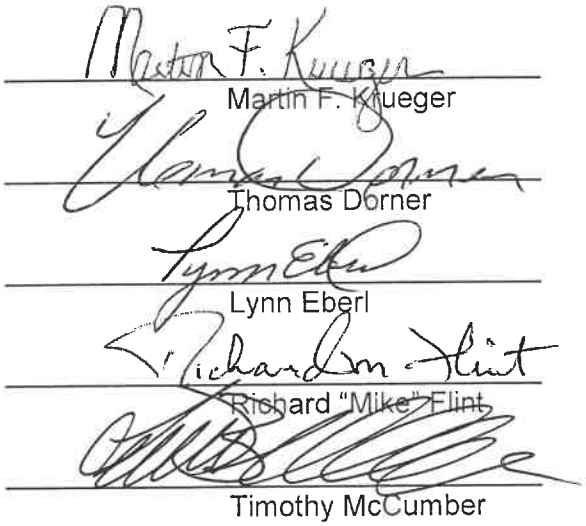
Fiscal Impact: [ ] None [x] Budgeted Expenditure [ ] Not Budgeted

Vote Required: Majority = _____ 2/3 Majority = __x__ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes _X_ No _____ as reviewed by the Corporation Counsel, _____, Date: 05.11.2022.

59-2022

Offered and passage moved by:



Martin F. Krueger

Thomas Dorner

Lynn Eberl

Richard "Mike" Flint

Timothy McCumber

Fiscal Note: The remaining General Fund Balance as of December 31, 2021 after the $10,035,155 assignment is well above the amount required by Sauk County's working capital policy. Of the $11,506,929 assigned, $2,822,517 was already included in the 2022 budget at its original adoption. KBB

Information Systems Note: Many of the above-described projects impact the MIS budget and staff. These projects, however, are continuations of projects already started or planned for 2021 or prior years.

Resolution 59 - 2022 Assigning Funds as of December 31, 2021 and Amending the 2022 Budget for These Assignments

*Items previously approved for carryforward wholly or in part through the 2022 budget process

GENERAL FUND	Balance Available 12/31/2021	
Accounting - MIS-Timekeeping / Human Resources Management	150,591	
Administrator - Economic Development	182,882	
Administrator - Indigenous Peoples' Day	418	
Arts, Humanities & Historic Preservation	5,000	
Building Services - Communications Infrastructure / Narrowbanding	291,585	
Building Services - Communications Upgrades	154,312	*
Building Services - Courtroom Sound & Video Arraignment	9,832	*
Building Services - Dispatch Center/Dispatch Radio Console	150,000	*
Building Services - Elevator at Courthouse	176,579	*
Building Services - Energy/Cost Saving Measures	324,287	*
Building Services - Facility Renovations & Security	4,093,772	*
Building Services - Law Enforcement Center Camera Upgrades	375,000	*
Building Services - Law Enforcement Center Carpet	87,665	*
Building Services - Law Enforcement Center Chiller Rebuild	60,000	
Building Services - Law Enforcement Center Kitchen Equipment	38,040	
Building Services - Leased Facility Design Work	30,000	*
Building Services - Renovation / Refurbishment	93,794	
Building Services - Replace Roofs	178,445	*
Building Services - Tuckpointing/Caulking	26,959	*
Circuit Courts - MIS-Video System Integration	10,000	
Extension Education - Pesticide Applicator Training	6,875	
Emergency Management - 2080 Flood Study	1,000	*
Environmental Health (EH) DATCP Programs	604,832	*
EH Human Health Hazards	10,000	
General Tri-County Airport	49,412	
Justice, Diversion, & Support - SSM Educational Navigator	51,709	
LRE - Baraboo Range Monitoring	102,722	*
LRE - Comprehensive Planning (General Fund balance)	90,000	*
LRE - Comprehensive Planning (Ho-Chunk Funds)	15,000	*
LRE - Conservation Practices	35,170	*
LRE - Dam Inspection and Maintenance	27,115	
LRE - Dam Repairs	116,130	*
LRE - Firehouse Donation	4,105	*
LRE - Great Sauk Trail Development	716,380	*
LRE - Great Sauk Trail Parking Lot	13,342	
LRE - Hemlock Dam	155,512	
LRE - Hemlock Surveying & Site Planning (Ho-Chunk)	8,800	
LRE - Lake Management Grants	28,460	
LRE - MIS-GIS Licensing for Field Application	1,500	
LRE - MIS-LRE Computer System	21,488	
LRE - Multi Discharge Variance Program	80,467	*
LRE - Parks ADA Compliance Plan	15,450	
LRE - Parks Tractor/Mower	10,000	
LRE - Parks Truck	30,000	
LRE - White Mound Bridge Replacement	28,000	*
LRE - White Mound Park Master Plan	11,689	*
LRE - Yellow Thunder, Man Mound Master Plan/Maintenance (Ho-Chunk)	9,395	*
MIS-File System / Application Upgrades	132,678	
MIS-Network Infrastructure	63,955	
MIS-Phone System / 911 System / Unified Communication	313,790	
MIS-Security & Compliance	15,675	
MIS-Training	19,495	
MIS-VDI Infrastructure	4,464	
Personnel - Section 125 Forfeitures / Employee Recognition	9,931	
Personnel - Training Dept Head and Employees	6,584	
Personnel - MIS-Accident Reporting System	15,000	*
Personnel - MIS-Personnel Records Imaging	4,707	
Personnel - MIS-Replacement Testing Software	3,595	
Personnel - Recruitment	14,741	
Personnel - Risk Management Training	7,580	
Personnel - Wellness Programming	4,575	

GENERAL FUND	Balance Available 12/31/2021	
Public Health (PH) - Adult Dental Voucher Program	8,722	
PH - Alliance for Wisconsin Youth	2,000	
PH - Communicable Disease	50,000	
PH - Community Care Voucher Program	19,571	
PH - COVID Pilot Testing	183,705	
PH - Community Health Improvement Plan/Needs Assessment	65,000	
PH - Dental Supplies	10,000	
PH - Dental Van	47,500	
PH - Emergency Preparedness / Training	30,000	
PH - Immunizations	175,000	
PH - Pack-n-plays, sleep sacks, car seats	5,076	
PH - Prenatal Care Coordination	14,620	
PH - Public Information and Communication	40,000	
PH - Safe Kids Sauk County	10,000	
PH - Seal-A-Smile	23,845	
PH - State Opioid Response Prevention	5,168	
PH - Substance Abuse and Mental Health Services Administration	750	
Veterans Service - Grave Care	12,000	
Veterans Service - Special Purpose Levy	10,916	
Veterans Service - Staffing	1,456	
Women, Infants and Children	19,342	*
General Fund Total	10,035,155	

OTHER FUNDS	Balance Available 12/31/2021	
ADRC-Congregate & Home-Delivered Meals	110,000	*
ADRC-Sauk Prairie Foundation	1,000	
ADRC-Veterans Transportation Grant	2,405	
HCC Air Curtain for Receiving	5,100	
HCC Blacktop Repairs	8,000	
HCC Certified Public Expenditure Funds for Capital	892,004	*
HCC Hallway Flooring	150,000	
HCC Resident Flooring	20,000	
HCC Sidewalk Repairs	5,000	
HCC Wisconsin Caregiver Career Program	27,500	
Human Services - Desks	5,000	
Human Services - Medical Scale	2,000	
Human Services - MIS Projects	159,665	
Human Services - Training	10,000	
Human Services - Training Sex Offender Therapy	1,600	
Human Services - Vehicles	60,000	
Land Records Modernization - Email/Text Notification	12,500	
	1,471,774	
	11,506,929	

HCC - Health Care Center
LRE - Land Resources & Environment
MIS - Management Information Systems
PH - Public Health

RESOLUTION # 60 -2022

Resolution Authorizing an Easement for Utility and Telecommunication Fiber Optic/Utility Building

Resolution offered by the Highway Committee

BACKGROUND: As part of the broadband expansion to Townships surrounding the Baraboo area, and to provide the new Highway Facility with redundant County Fiber, Reedsburg Utility Commission will require a 12'x8'utility building to be installed on Highway Department property. As part of the infrastructure expansion, a second redundant line of County Fiber will need to be run to provide dedicated county network to the new Highway Department facility that will house the County Wide Server Room. The proposed facility will not impact the use of the existing driveway and utilizes property that is currently not being utilized by the Highway Department. The proposed easement is attached in Appendix A.

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

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Clerk to sign the attached easement agreement with Reedsburg Utility Commission.

BE IT FURTHER RESOLVED, the Reedsburg Utility Commission shall pay all fees associated with the recording of the easement.

Approved for presentation to the County Board by the Highway Committee, this 17th day of May 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Brian Peper

Terry Spencer

Smooth Detter

Mike Flint

Kevin Schell

Fiscal Note: No Impact.

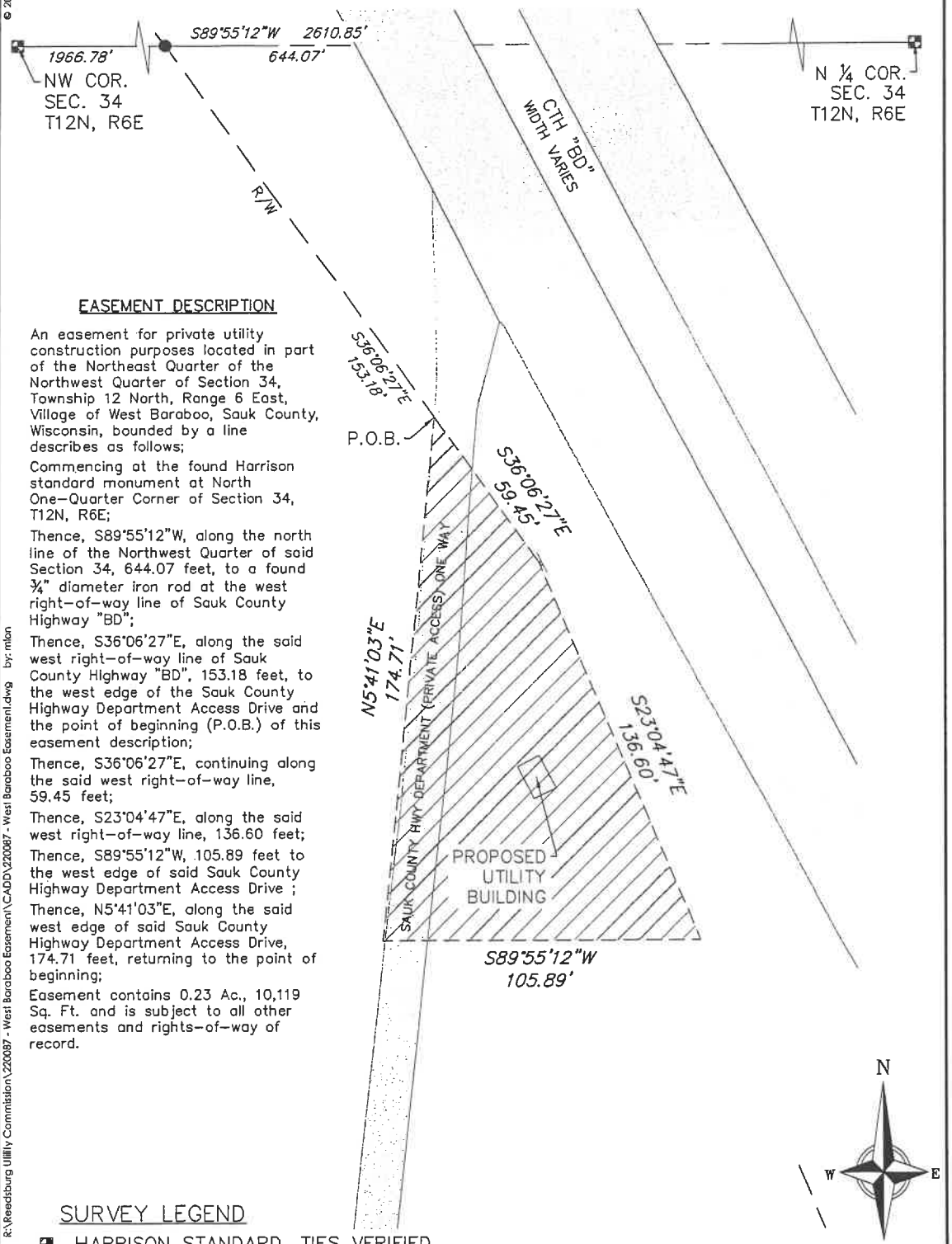
MIS Note: No Impact.

EXHIBIT A

EASEMENT EXHIBIT

Located in part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 12 North, Range 6 East, Village of West Baraboo, Sauk County Wisconsin

© 2019 Vierbicher Associates, Inc.



EASEMENT DESCRIPTION

An easement for private utility construction purposes located in part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 12 North, Range 6 East, Village of West Baraboo, Sauk County, Wisconsin, bounded by a line describes as follows;

Commencing at the found Harrison standard monument at North One-Quarter Corner of Section 34, T12N, R6E;

Thence, S89°55'12"W, along the north line of the Northwest Quarter of said Section 34, 644.07 feet, to a found ¾" diameter iron rod at the west right-of-way line of Sauk County Highway "BD";

Thence, S36°06'27"E, along the said west right-of-way line of Sauk County Highway "BD", 153.18 feet, to the west edge of the Sauk County Highway Department Access Drive and the point of beginning (P.O.B.) of this easement description;

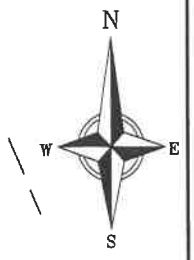
Thence, S36°06'27"E, continuing along the said west right-of-way line, 59.45 feet;

Thence, S23°04'47"E, along the said west right-of-way line, 136.60 feet;

Thence, S89°55'12"W, 105.89 feet to the west edge of said Sauk County Highway Department Access Drive ;

Thence, N5°41'03"E, along the said west edge of said Sauk County Highway Department Access Drive, 174.71 feet, returning to the point of beginning;

Easement contains 0.23 Ac., 10,119 Sq. Ft. and is subject to all other easements and rights-of-way of record.



SURVEY LEGEND

- ■ HARRISON STANDARD, TIES VERIFIED
- ● FOUND 3/4" ø IRON ROD

GRAPHIC SCALE FEET

0 20 40 80

SURVEYOR'S NOTES

1. Bearings are referenced to the Wisconsin Coordinate Reference System, Sauk County (WISRC, Sauk NAD 83/2011). The north line of the Northwest Quarter bears S89°55'12"W.

18 Mar 2022 - 4:02p R:\Reedsburg Utility Commision\220087 - West Baraboo Easement\CADD\220087 - West Baraboo Easement.dwg by: mlan

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

REVISIONS	SCALE 1"= 40'	SHEET	
114	CHECKED sdis	1 OF 1	
	DRAFTER mlan		
	FILE 220087E		
JOB NO. 220087	DATE 3/17/2022		

Document No.

UTILITY AND TELECOMMUNICATIONS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Return to:
Derek J. Horkan
110 East Main Street
Reedsburg, WI 53959

191-0072-00000
191-0086-00000
Parcel Number

THIS UTILITY AND TELECOMMUNICATIONS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("*Agreement*") is granted by Sauk County ("*Grantor*") to Reedsburg Utility Commission ("Grantee").

RECITALS:

A. Grantor is the fee holder of certain real property in the Village of West Baraboo, Sauk County, State of Wisconsin, as shown on attached **Exhibit A**, fully incorporated herein ("the ***Property***"), being located at Tax Parcel Identification #191-0072-00000 and #191-0086-00000.

B. Grantee requested that Grantor grant a permanent easement and temporary construction easement ("the ***Easement***") over certain portions of the Property as described and depicted on attached **Exhibit A**, fully incorporated herein. This being the Utility and Telecommunications Easement Area ("***Easement Area***").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.**

   a. Grantor hereby grants, gives, and conveys to Grantee, its successor and assigns, and Grantee's contractors and agents, the perpetual right, privilege, right-of-way, easement and authority for ingress and egress over, upon, and across the Easement Area to survey,

construct (including but not limited to an approximate 12' x 8' Telecommunications Fiber Optic/Utility Building), reconstruct, use, operate, patrol, maintain, test, inspect, repair, replace, alter, remove or replace or abandon (said activities hereinafter collectively referred to as the "***Installation***") of any existing and future utilities, including but not limited to electrical and fiber optic infrastructure, lines, cables, and connections and any appurtenances and equipment related thereto (hereinafter collectively referred to as "***Grantee's Utility***").

b. Improvements in the Easement Area shall be located above and below grade, including, but not limited to, an approximate 12' x 8' Telecommunications Fiber Optic/Utility Building, cable, lines and telecommunication boxes that extend up to and beyond grade surface. No above ground objects or features will be placed in the area identified on **Exhibits A** as "Sauk County Highway Department [Private Access] One Way", also known as "Your Way Lane" that is approximately thirty (30) feet wide running from Highway BD south and across the Property to Highway 136, collectively referred to ("Private Access").

2. **Grant of Temporary Construction Easement.**

a. Grantor hereby further grants to Grantee, its successors and assigns (and for the use of its agents, employees, contractors, licensees, and invitees), a temporary construction easement for the Installation of Grantee's Utility (the "***Temporary Construction Easement***"), in and on the Easement Area.

b. No above ground objects or features shall be placed in the Private Access. The Temporary Construction Easement shall be used by the Grantee only during periods of installation, keeping, maintaining, and for any necessary restoration of the Grantee's Utilities.

3. **Access to Easement Area.** Grantor grants to Grantee, its successors and assigns, access to the Easement Area for ingress and egress over, upon, and across Private Access during the term of the easements.

4. **Indemnification.** Grantee shall indemnify Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with Grantee's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of Grantor or its agents or employees.

5. **Consistent Uses Allowed.** Grantor reserves the right to use the Easement for purposes that will not interfere with Grantee's full enjoyment of the Easement rights granted in this Agreement.

6. **Restoration of Surface.** Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement to its condition before the disturbance.

7. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

8. **Non-Use.** Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Sauk County, Wisconsin.

11. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

12. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

14. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

15. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated this ____ day of _____, 2022.

VILLAGE OF WEST BARABOO

By:_____
_____, Village President

By: _____

_____, Village Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

This instrument was acknowledged before me on _____, 2022, by _____, Village President and _____, Village Clerk/Treasurer.

_____
Notary Public, State of Wisconsin
My commission is permanent/expires: _____

REEDSBURG UTILITY COMMISSION

By:_____
Jim Krueger, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

This instrument was acknowledged before me on _____, 2022, by Jim Krueger, President.

_____
Notary Public, State of Wisconsin
My commission is permanent/expires: _____

This document was drafted by:
Derek J. Horkan
LaRowe Gerlach LLP
110 East Main Street
Reedsburg, WI 53959
(608) 524-8231
derek@lga.law

RESOLUTION # 61-2022

Resolution Authorizing the Director of Land Resources and Environment to Submit Grant Applications for DATCP Clean Sweep Grant Program

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Sauk County recognizes that proper disposal of hazardous waste is important to the safety and well-being of County residents and the collection and proper disposal of hazardous wastes serves to protect the natural resources of the County. Sauk County has supported the Clean Sweep Program and hazard waste collection events held in the County for well over twenty years.

The Land Resources and Environment Department hosts one (1) Clean Sweep Event annually as well as several Ag Plastic events throughout the year to assist residents with the proper disposal of hazardous wastes. The Clean Sweep Grant Program through DATCP helps to defray some of the expense of disposing of the collected materials and provides a service to County residents that would otherwise be costly to individual households and helps to protect the natural resources of Sauk County.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, meeting in regular session, that Sauk County continues to support the Clean Sweep hazardous waste collection and ag plastic collection events in Sauk County; and,

BE IT FURTHER RESOLVED that the Director of Land Resources and Environment is hereby authorized to submit the Clean Sweep Grant application.

Approved for presentation to the County Board by the Land Resources and Environment and Economic Development Committees, this 17 day of May 2022.

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: 05.12.2022.

Offered and passage moved by: Land Resources and Environment Committee

Lynn Eberl

Peter Kinsman

Marty Krueger

Robert Spencer

61-2022

Dennis Polivka

Valerie McAuliffe

Brandon Lohr

Randall Puttkamer

Fiscal Note: The estimated grant award in the 2022 Budget is $12,500. The total budget for Clean Sweep and Ag Plastics is $57,000. Fees are charged at the Clean Sweep Event for certain types of items, which aid in covering a portion of the costs.

MIS Note: No Impact

RESOLUTION # 62-2022

Resolution to amend the 2022 budget for additional allocation of grant funds for unmarked squads as well as funds for the Safer Community Initiative.

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND:
Subsequent to adoption of the 2022 budget, the Sheriff's Office was notified of two grant awards. The Sheriff's Office was awarded $34,230 from the Wisconsin Department of Justice to purchase two unmarked vehicles for investigative purposes. The Office was also notified of Safer Community funds through the State of Wisconsin in the amount of $82,334.55. Agencies receiving Safer Community funds can tailor their use to fit needs unique to its community, including but not limited to training, recruitment, community policing and technology.

WHEREAS, the State of Wisconsin has awarded grant funds to Sauk County in the amount of $34,230 and $82,334.55.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby approve an amendment to the 2022 budget to allocate an additional $116,565 in grant revenues to offset expenses of two undercover vehicles as well as expenses to be determined by the Sheriff for the Safer Community Funds.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee and Finance Committee, this 17th day of May, 2022

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 __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 05.12.2022 .

Offered and passage moved by: Law Enforcement & Judiciary Committee

_____
Thomas Dorner

_____
Kevin Schell

_____
John Dietrich

_____

_____

62-2022

Finance Committee

Marty Krueger

Thomas Dorner

Lynn Eberl

Mike Flint

Timothy McCumber

Fiscal Note: Wisconsin Department of Justice funds in the amount of $34,230 and Safer Community initiative funds in the amount of $82,334.55 will be appropriated to purchase two unmarked vehicle for investigative purposes and other uses to be determined by the Sheriff.

KPB

MIS Note:

RESOLUTION # 63 -2022

Resolution Authorizing to Jointly Construct a Telecommunication Fiber Optic Loop from County Highway A to the new Sauk County Highway facility

Resolution offered by the Property Committee

BACKGROUND: As part of the building of the new Baraboo Highway Facility, a state-of-the-art county data center is being located within the new facility. A redundant County Fiber line is needed to keep the data center passing network traffic should an issue arise. The redundant path will provide county network to the new Highway Department facility from the Lake Delton tower site and from the Courthouse. The proposed fiber optics path will not impact the use of the existing Highway Department driveway. American Rescue Plan Act funds will be used to cover the construction and connection costs at a cost not to exceed in the amount of **$**_____. Building Services will be coordinating the project with _____ for the joint build at a cost of $_____, engineering and project management at a cost of **$8,945.20**, and **$10,500.00** for fiber splicing costs. Sauk County is purchasing (12) vaults at a cost of **$8,400.00** which are needed as a part of the project.

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

THEREFORE, BE IT RESOLVED THAT, the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to sign the contracts associated with the Joint Construction of the Telecommunication Fiber Optic Loop.

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to approve change orders for any potential unforeseen conditions and so long as change orders for each contracted portion of the project do not exceed 15% of the original contracted price and sufficient budgeted funds are available to pay the change order cost increases.

Approved for presentation to the County Board by the Property Committee, this 17th day of May 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = ____ 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: 05.10.2022.

Offered and passage moved by:

_____
Mark "Smooth" Detter

_____
Joel Chrisler

_____
Carl Gruber

_____
Robert Spencer

_____
123 Tim Teelin

Resolution 63- 2022

Fiscal Note: Money for the redundant fiber path will be taken from American Rescue Plan Act dollars.

MIS Note: No Impact.

County Hwy A- Highway Facility Joint build project

Contractor	Description	Total Cost
	Joint burial of 17,755 lineal ft of fiber & Conduit	$ -
MCE	CTH-A to Highway Fiber Install engineering & PM	$ 8,945.20
Kiloren Communications	CTH-A to Highway Fiber splicing	$ 4,500.00
	Sauk County purchase (12) Tier 15 vaults for build	$ 8,400.00
		$ -

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
JUNE 21, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT FROM ROLL CALL: (2) Scanlon and Peper. VACANT: (1).

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Eberl.

4. **Appointment of County Board Supervisory District #9.**
   Mike Anderson, 234 N. Grove, Unit 12, Reedsburg, WI 53959
   Filling remainder of term, expires: 04/15/2024
   MOTION (Schell/Rego). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT FROM ROLL CALL: (2) Scanlon and Peper. VACANT: (1).

5. **Adopt Amended Agenda.** MOTION (Spencer/Rego). Motion carried **unanimously.**

6. **Adopt the minutes.** MOTION (Klitzke/Prosser) to adopt the minutes from the previous meeting. Motion carried **unanimously.**

   *Supervisor Scanlon arrived @ 6:09 P.M.

7. **General Consent Agenda Items.**
   EXECUTIVE & LEGISLATIVE COMMITTEE:
   Resolution 64-2022 To Honor Jeff Jelinek For Over 15 Years Of Service.
   MOTION (T. Spencer/Rego) to approve consent agenda item. Motion carried unanimously. ***(Voice vote)***

8. **Scheduled Appearances.** None.

9. **Public Comment.** None.

10. **Communications.** *(All communications attached to Granicus)*
    i. 05/01/2022 Letter from Rep. Mark Pocan, re: Man Mound National Historic Landmark.
    ii. 05/27/2022 Email from Jerry Burkett, Vilas County Board Chair, re: Levy Limits.
    iii. 06/02/2022 Letter from Rob Nelson, City of Baraboo Mayor, re: ATV/UTV Highway Committee proposal.
    iv. 06/12/2022 Letter from George C. Strnad, re: Service Excellence.

11. **Appointments.**
    i. Sauk County Board of Adjustment:
    Jennifer Evert, New Appointment, Citizen Member
    3-year term: 07/01/2022-06/30/2025

    ii. Sauk County Library Board:
    Joel Chrisler
    Tim Teelin, Alternate
    2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

    iii. South Central Library Systems Board:
    Tim Teelin
    Joel Chrisler, Alternate
    2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

    iv. Families Come First/Comprehensive Community Services Coordinating Committee:
    Hilary Shroeder, New Appointment, Citizen Member
    Dennis Luther, New Appointment, Citizen Member
    Renee Baker, New Appointment, Citizen Member
    2-year terms – 06/21/2022 – 06/18/2024

    v. Sauk County Emergency Management Director:
    Jed Seidl

MOTION (Klitzke/Carver) to approve all appointments. **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT FROM ROLL CALL: (1) Peper. VACANT: (1).

*Supervisor Peper arrived at 6:13 P.M.

12. **Bills.** None.

13. **Claims.**
    i. Notice of Claim: Gabriel Sauers Claim.

14. **Elections.** None.

15. **Proclamations.** None.

16. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.

***Administration of Oath Of Office:**
The Honorable Judge Michael P. Screnock, Sauk County Circuit Court Branch I.
Mike Anderson arrived at 6:20 P.M.
Supervisor Anderson was sworn in, and took his seat representing District #9.

b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. Board Chair Update.

17. **Unfinished Business.** None.

18. **New Business.**

EXECUTIVE & LEGISLATIVE COMMITTEE:

Ordinance 7-2022 Ordinance Amendment To Ordinance Section 1.001 Creating The Final County Supervisory District Plan. The following scrivener errors were noted:
Line 13: Should say November 9th, 2021 instead of November 9th 2022.
Line 26: Should say 2021 instead of 2022.
Line 66: Should say June 21, 2022 instead of June 21, 2021.
MOTION (Polivka/Rego). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (June 21, 2022).*

Resolution 65-2022 To Disallow The Claim Of Gabriel Sauers. MOTION (T. Spencer/Schell). **VOTE:** AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (1) Burchill. Motion carried.

Resolution 66-2022 To Permit The County Board Chair To Travel Out Of State To A National Association Of Counties Event. The following scrivener error was noted:
Line 46: Should say this 21st day of June 2022 instead of 21st day of June 2021.
MOTION (Lohr/Gruber). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

Resolution 67-2022 To Ratify The Previous Decisions Of The Law Enforcement And Judiciary Committee When Acting As Two Separate Committees. The following scrivener error was noted:
Line 27: Should say 7th day of June 2022 instead of 7th day of June 2021.
MOTION (Carver/Dorner). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

FINANCE COMMITTEE:

Resolution 68-2022 Assigning Funds As Of December 31, 2021 And Amending The 2021Budget. MOTION (Krueger/Klitzke). **Requires 2/3 vote.* **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Resolution 69-2022 To Award A Contract For Design And Engineering Services For The Horse Campground At White Mound County Park. MOTION (R. Spencer/Polivka). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

Ordinance 8-2022 Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Greenfield From Resource Conservancy To A Commercial Zoning District Filed Upon State Road 113 LLC, Property Owner, Michelle Gillette, Registered Agent. MOTION (T. Spencer/Kinsman). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion Carried **unanimously.** *Ordinance effective upon passage pursuant to 59.69(5)(e)(6), of Wisconsin State Statutes (June 21, 2022).*

Resolution 70-2022 To Authorize Participation In The State Of Wisconsin Off-Highway Motorcycle Trail Grant Program. MOTION (Kinsman/McAuliffe). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

LAND RESOURCES AND ENVIROMENT COMMITTEE AND FINANCE COMMITTEE:

Resolution 71-2022 To Amend The 2022 LRE Budget To Include Funding For A Streambank Project At The County Farm. MOTION (Krueger/Kinsman).

MOTION (Flint/Peper) to amend Resolution 71-2022 To Amend The 2022 LRE Budget To Include Funding For A Streambank Project At The County Farm, to propose a 50/50 split on cost with the Village of Loganville, amending the resolution to read as follows:

Line 28 "...the County of no more than ~~33%~~ *50%* of the overall..."

Line 30 "...County of ~~$50,665~~ *$76,765.00*. The remaining ~~$102.866~~ *$76,765.00* would be paid by the Village of Loganville."

Line 42"...Budget to be amended to include ~~$50,665~~ *$76,765.00* of general fund balance..."

Vote on motion to amend: AYES: (23)) Roxen, Spencer, Rego, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Burchill, Peper, Detter, Chrisler, Stehling, Deitrich and McCumber. NAYS: (8) Eberl, Kinsman, Klitzke, Lombard, Polivka, Lohr, Gruber and McAuliffe. Motion carried.

Vote on original MOTION (Krueger/Kinsman) Resolution 71-2022 To Amend The 2022 LRE Budget To Include Funding For A Streambank Project At The County Farm, as amended. **Requires 2/3 vote.* **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

PROPERTY COMMITTEE:
Resolution 72-2022 Authorizing A Three-Year Contract With GLS Utility LLC To Be The Fiber Locating Service For Sauk County. MOTION (Gruber/Rego). **VOTE:** AYES: (31) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). Motion carried **unanimously.**

19. **Referrals.**

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

21. **Adjournment to a date certain:** 7:27 P.M. MOTION (Schell/Stehling) to adjourn until Tuesday, July 19, 2022 at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: July 19, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the June 21, 2022 Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286 www.co.sauk.wi.us
These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, June 21, 2022 – 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.

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1. **CALL TO ORDER AND CERTIFY COMPLIANCE WITH OPEN MEETING LAW**

2. **ROLL CALL**

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **APPOINTMENT OF COUNTY BOARD SUPERVISORY DISTRICT #9**
   Mike Anderson, 234 N. Grove, Unit 12, Reedsburg, WI 53959
   Filling remainder of term, expires: 04/15/2024

5. **ADMINISTRATION OF OATH OF OFFICE**
   The Honorable Judge Michael P. Screnock, Sauk County Circuit Court Branch I.

6. **ADOPT AGENDA**

7. **ADOPT MINUTES OF PREVIOUS MEETING**

8. **GENERAL CONSENT AGENDA ITEMS**
   i. **EXECUTIVE & LEGISLATIVE COMMITTEE:**
      i. **Resolution 64-2022** To Honor Jeff Jelinek For Over 15 Years Of Service. (Page 4)

9. **SCHEDULED APPEARANCES**

10. **PUBLIC COMMENT**
    i. Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda or any other matter the Board is empowered to consider.

11. **COMMUNICATIONS** ***(All communications are attached to Granicus)***
    i. 05/01/2022 Letter from Rep. Mark Pocan, re: Man Mound National Historic Landmark.
    ii. 05/27/2022 Email from Jerry Burkett, Vilas County Board Chair, re: Levy Limits.
    iii. 06/02/2022 Letter from Rob Nelson, City of Baraboo Mayor, re: ATV/UTV Highway Committee proposal.
    iv. 06/12/2022 Letter from George C. Strnad, re: Service Excellence.

12. **APPOINTMENTS**
    i. Sauk County Board of Adjustment:
    Jennifer Evert, New Appointment, Citizen Member
    3-year term: 07/01/2022-06/30/2025

ii. Sauk County Library Board:
Joel Chrisler
Tim Teelin, Alternate
2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

iii. South Central Library Systems Board:
Tim Teelin
Joel Chrisler, Alternate
2-year terms concurrent with County Board term of office: 04/19/2022- 04/16/2024

iv. Families Come First/Comprehensive Community Services Coordinating Committee:
Hilary Shroeder, New Appointment, Citizen Member
Dennis Luther, New Appointment, Citizen Member
Renee Baker, New Appointment, Citizen Member
2 year terms – 06/21/2022 – 06/18/2024

11. BILLS

12. CLAIMS

i. Gabriel Sauers Claim. *(Attached to Granicus)*

13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED

a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
b. Brent Miller
    i. Administrator's report.
c. Tim McCumber, County Board Chair
    i. Board Chair Update.

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. **EXECUTIVE & LEGISLATIVE COMMITTEE:**
    i. **Ordinance 7-2022** Ordinance Amendment To Ordinance Section 1.001 Creating The Final County Supervisory District Plan. (Pages 5-15)
    ii. **Resolution 65-2022** To Disallow The Claim Of Gabriel Sauers. (Pages 16-26)
    iii. **Resolution 66-2022** To Permit The County Board Chair To Travel Out Of State To A National Association Of Counties Event. (Pages 27-28)
    iv. **Resolution 67-2022** To Ratify The Previous Decisions Of The Law Enforcement And Judiciary Committee When Acting As Two Separate Committees. (Pages 29-30)

b. **FINANCE COMMITTEE:**
    i. **Resolution 68-2022** Assigning Funds As Of December 31, 2021 And Amending The 2021 Budget. (Pages 31-37)

c. **LAND RESOURCES AND ENVIRONMENT COMMITTEE:**
    i. **Resolution 69-2022** To Award A Contract For Design And Engineering Services For The Horse Campground At White Mound County Park. (Pages 38-39)

ii. **Ordinance 8-2022** Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Greenfield From Resource Conservancy To A Commercial Zoning District Filed Upon State Road 113 LLC, Property Owner, Michelle Gillette, Registered Agent. (Pages 40-41)
iii. **Resolution 70-2022** To Authorize Participation In The State Of Wisconsin Off-Highway Motorcycle Trail Grant Program. (Page 42)

d. **LAND RESOURCES AND ENVIROMENT COMMITTEE AND FINANCE COMMITTEE:**
i. **Resolution 71-2022** To Amend The 2022 LRE Budget To Include Funding For A Streambank Project At The County Farm. (Pages 43-44)

e . **PROPERTY COMMITTEE:**
i. **Resolution 72-2022** Authorizing A Three-Year Contract With GLS Utility LLC To Be The Fiber Locating Service For Sauk County. (Pages 45-46)

18. **REFERRALS**

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

20. **ADJOURNMENT**

Respectfully,

Tim McCumber
County Board Chair

County Board Members, County staff & the public – Provide the County Clerk a copy of:
1. Informational handouts distributed to Board Members
2. Original letters and communications presented to the Board.

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: June 16, 2022.
Agenda Preparation: Tim McCumber, County Board Chair, jointly with the County Clerk and the County Administrator.
s:/admin/Co Bd Agendas/2022/ctybdagendaJUNE2022

RESOLUTION # 64 - 2022

Resolution to Honor Jeff Jelinek for Over 15 Years of Service

Resolution offered by the Executive & Legislative 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 staff members who have served the people of Sauk County with distinction. Jeff faithfully served the people of Sauk County for the Emergency Management Office. Jeff started on January 8, 2007 as the Emergency Management Director where he remained and retired on May 13, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Jeff Jelinek for over 15 years of faithful service to the people of Sauk County: and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Jeff Jelinek an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 7th day of June, 2022

Consent Agenda Item: [X] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 06/15/2022 .

Offered and passage moved by:

Timothy McCumber, Chair

Martin F. Krueger
Martin Krueger

John Deitrich

Brian Peper

Carl Gruber

Fiscal Note: None KPB
MIS Note: None

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 7-2022

Ordinance Amendment to Ordinance Section 1.001 creating the Final County Supervisory District Plan

Ordinance Amendment offered by Executive and Legislative Committee

BACKGROUND: Wisconsin Statutes 59.10(3)(b) requires in part: "each board shall propose a tentative county supervisory district plan setting forth the number of supervisory districts and tentative boundaries or a description of boundary requirements, hold a public hearing and adopt a tentative plan". The final Supervisory District plan was adopted by the County Board on November 9th, 2022. While the County was developing Supervisory Districts, the State was creating districts for State and Federal elections. Those re-districting plans were the subject of litigation. On March 3rd, 2022 the Wisconsin Supreme Court adopted a State re-districting plan that created new districts for the State and Federal legislative districts. That plan was overturned by the Supreme Court of the United States regarding the State legislative districts, but not the Federal legislative Districts. The new Federal legislative Districts required slight changes to municipal wards. On April 15th, 2022 the Wisconsin Supreme Court adopted new re-districting maps for the State Legislative districts. The changes to the State Legislative districts also required changes to municipal ward boundaries. Changes to the municipal legislative districts requires updating of the County Supervisory Districts to incorporate the new wards into the proper County Supervisory District. *None of the changes have any effect on the County Supervisory Districts that were established on November 21st, 2022.*

WHEREAS, adoption of this ordinance amendment approves the updates to the Sauk County Final Redistricting Plan to include those changes necessitated State of Wisconsin re-districting and the requisite ordinance amendment establishing the aforementioned districts.

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors that any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

BE IT FURTHER RESOLVED that, pursuant to Wisconsin Statutes sec. 59.10(3)(b)4., the Chair of the Board of Supervisors file a certified copy of the final county supervisory district plan with the Secretary of State.

BE IT FURTHER RESOLVED, that the County Clerk provide copies of the final county supervisory district plan and final municipal ward plan to each municipality in the County.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged

unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 1.001 of the General Code of Sauk County, Wisconsin, is repealed and recreated as follows (new wards are in bold and underlined. The emphasis shall be removed for purposes of publication):

Sec. 1.001. - Supervisory districts.

Plan for 31 single-member County supervisory districts. Sauk County 2020 census population — 65,770. Sauk County supervisory district target — 2,121.

Supervisor District	Ward(s)	Population	2121
#1	Village of Lake Delton, Ward 1	818	
	Village of Lake Delton, Ward 2	637	
	Village of Lake Delton Ward 3	604	
		2059	-2.92%
#2	Town of Baraboo, Ward 4	92	
	Town of Fairfield, Ward 1	694	
	Town of Fairfield, Ward 2	384	
	Town of Greenfield, Ward 1	909	
		2079	-1.98%
#3	Town of Dellona, Ward 1	363	
	Town of Dellona, Ward 2	956	
	Town of Winfield, Ward 1	890	
		2,209	4.15%
#4	Town of La Valle, Ward 1	505	
	Town of LaValle, Ward 2	788	
	Town of Woodland, Ward 1	839	
		2132	0.52%
#5	Town of Ironton, Ward 1	662	
	Town of Ironton, Ward 2	100	
	Town of La Valle, Ward 3	127	
	Town Reedsburg, Ward 1	574	

	Village of Cazenovia, Ward 2	20	
	Village of Ironton, Ward 1	274	
	Village of La Valle, Ward 1	388	
	Village of Lime Ridge, Ward 1	158	
		2572	3.87%
#6	Town of Dellona, Ward 3	582	
	Town of Excelsior, Ward 1	574	
	Town of Excelsior, Ward 3	485	
	Town of Reedsburg, Ward 2	259	
	Village of Rock Springs, Ward 1	327	
		2227	5.0%
#7	City of Reedsburg, Ward 1	875	
	City of Reedsburg, Ward 2	669	
	City of Reedsburg, Ward 3	498	
		2042	-3.72%
#8	City of Reedsburg, Ward 12	832	
	City of Reedsburg, Ward 14	624	
	City of Reedsburg, Ward 15	625	
		2081	-1.89%
#9	City of Reedsburg, Ward 5	820	

	City of Reedsburg, Ward 6	679	
	City of Reedsburg, Ward 7	545	
		2044	-3.63%
#10	City of Reedsburg, Ward 4	795	
	City of Reedsburg, Ward 8	729	
	City of Reedsburg, Ward 9	571	
	City of Reedsburg, Ward 16	0	
		2,095	-1.23%
#11	Town of Reedsburg, Ward 3	352	
	City of Reedsburg, Ward 10	607	
	City of Reedsburg, Ward 11	512	
	City of Reedsburg, Ward 13	603	
		2074	-2.22%
#12	Town of Delton, Ward 1	309	
	Village of Lake Delton, Ward 4	742	
	Village of Lake Delton, Ward 5	700	
	City of Wisconsin Dells, Ward 4	44	
	City of Wisconsin Dells, Ward 8	340	
		2135	0.66%
#13	Town of Delton, Ward 2	772	

	Town of Delton, Ward 3	530	
	Town of Delton, Ward 4	849	
	Village of Lake Delton, Ward 6	2	
		2153	1.41%
#14	City of Baraboo, Ward 8	418	
	City of Baraboo, Ward 9	1434	
	City of Baraboo, Ward 12	226	
		2078	-2.03%
#15	City of Baraboo, Ward 11	538	
	City of Baraboo, Ward 13	1372	
	Town of Baraboo, Ward 3	254	
		2164	2.03%
#16	City of Baraboo, Ward 2	676	
	City of Baraboo, Ward 14	1430	
		2,106	0.71%
#17	City of Baraboo, Ward 3	248	
	City of Baraboo, Ward 10	565	
	City of Baraboo, Ward 15	1348	
		2161	1.89%
#18	City of Baraboo, Ward 1	668	

	City of Baraboo, Ward 4	1190	
	City of Baraboo, Ward 5	292	
		2150	1.37%
#19	City of Baraboo, Ward 6	1168	
	City of Baraboo, Ward 7	983	
		2151	1.41%
#20	Town of Baraboo, Ward 5	269	
	Town of Merrimac, Ward 1	801	
	Town of Merrimac, Ward 2	446	
	Town of Sumpter, Ward 3	120	
	Village of Merrimac, Ward 1	527	
		2,163	1.98%
#21	Town of Baraboo, Ward 1	763	
	Town of Excelsior, Ward 2	544	
	Town of Freedom, Ward 2	67	
	Town of Honey Creek, Ward 2	45	
	Town of Sumpter, Ward 1	679	
		2098	-1.08%
#22	Town of Bear Creek, Ward 1	641	
	Town of Franklin, Ward 2	497	

	Town of Washington, Ward 1	507	
	Town of Washington, Ward 2	514	
		2159	1.79%
#23	Town of Franklin, Ward 1	171	
	Town of Spring Green, Ward 1	659	
	Town of Spring Green, Ward 2	539	
	Village of Plain, Ward 1	749	
		2,118	-0.14%
#24	Town of Spring Green, Ward 3	630	
	Village of Spring Green, Ward 1	810	
	Village of Spring Green, Ward 2	756	
		2196	3.54%
#25	Town of Freedom, Ward 1	382	
	Town of Honey Creek, Ward 1	224	
	Town of Westfield, Ward 1	582	
	Village of Loganville, Ward 1	301	
	Village of North Freedom, Ward 1	603	
		2092	-1.37%
#26	Town of Honey Creek, Ward 3	480	
	Town of Honey Creek, Ward 4	0	

	Town of Prairie du Sac, Ward 2	671	
	Town of Sumpter, Ward 2	256	
	Town of Troy, Ward 1	781	
	Town of Troy, Ward 2	0	
		2188	3.16%
#27	Town of Baraboo, Ward 2	438	
	Village of West Baraboo, Ward 1	654	
	Village of West Baraboo, Ward 2	973	
		2065	-2.64%
#28	Village of Prairie du Sac, Ward 4	909	
	Village of Prairie du Sac, Ward 5	710	
	Village of Prairie du Sac, Ward 6	543	
		2162	1.93%
#29	Village of Prairie du Sac, Ward 1	782	
	Village of Prairie du Sac, Ward 2	779	
	Village of Prairie du Sac, Ward 3	470	
		2031	-4.24%
#30	Village of Sauk City, Ward 1	863	
	Village of Sauk City, Ward 2	759	
	Village of Sauk City, Ward 5	418	

		2040	-3.82%
#31	Town of Prairie du Sac, Ward 1	405	
	Village of Prairie du Sac, Ward 7	227	
	Village of Sauk City, Ward 3	870	
	Village of Sauk City, Ward 4	608	
		2110	-0.52%

Approved for presentation to the County Board by the Executive and Legislative Committee this 7th day of June, 2021.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = __X__ 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 06/15/2021.

Offered and passage moved by:

Tim McCumber

John Dietrich

Carl Gruber

Brian Peper

Marty Krueger

Fiscal Note: None

KAB

99 MIS Note: None

RESOLUTION # 65-2022

Resolution to disallow the claim of Gabriel Sauers

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: Gabriel Sauers filed a Notice of Claim with the Sauk County Clerk's Office on May 20th, 2022. (see the attached Exhibit A). The notice of claim alleges that Sauers' windshield was damaged by a rock that fell off a Sauk County Highway Department vehicle. The Notice of Claim has been referred to the County's appropriate insurance carrier who has determined that the claim may be formally disallowed by Sauk County.

NOW THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors does hereby disallow the claim of Gabriel Sauers, 316 Cherry Alley, Baraboo, WI 53913, and that no action on this claim may be brought against Sauk County or any of its offices, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant by registered or certified mail, as a notice of disallowance.

BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors does hereby reserve any and all defenses to the claim related to compliance with Wis. Stat. § 893.80.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 7th day of June, 2022

Consent Agenda Item: [ ] YES [**X**] NO

Fiscal Impact: [**X**] None [ ] 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: 6/15/2022.

Offered and passage moved by:

Tim McCumber

John Dietrich

Brian Peper

Marty Krueger

Carl Gruber

Fiscal Note: None

MIS Note: None

EXHIBIT A

Attention

Sauk County Clerk

Rebecca C. Evert

RECEIVED
MAY 20 2022
SAUK COUNTY CLERK
BARABOO, WISCONSIN

Phone Number 608-355-3286

West Square Building 505 Broadway, Rm. 144 Baraboo W.I. 53913

I have hand delivered this letter and sent it via registered mail.

I am writing to make claim against Sauk County pursuant to state statute 893.82 I am making claim within 120 days of the incident the claim arises from.

I spoke with Rebecca C. Evert and numerous other employees at both the courthouse and adjacent building that contains human services and neither could produce a form to make claim against the county so in lieu of that I will model the information contained herein after that requested on the form available online for making a claim against The City of Racine Wisconsin.

The damage was caused by one Mark J. Barreau a Sauk County Highway Employee

He is about 6 foot tall,older with grey hair,and extremely obese.

I will attempt to provide as much detail as possible, so the county can make the best decision they can, I can provide copies of estimates for the repair of the damages I am seeking from 2 separate sources I will list herein:

Safelite Auto Glass 505 South BLVD Baraboo Wi 53913

Stated a full windshield replacement would be 378.00 with Taxes

Madison Auto Glass Run By Todd Hetrick stated a full windshield replacement would cost 247.93 With Tax

I am seeking the amount of the lowest Estimate 247.93

On May 5th at approximately 6:30 A.M. my roommate Briana Yanske was driving my 2001 Toyota Corolla South on USH 12 just outside of where the two lanes merge into one outside Sauk City I was in the front passenger seat.

A Red County Highway Truck driven by one Mark Barreau Marked Truck #400 was driving in front of us.

Suddenly a plum sized rock fell from the top of the truck gate and cracked my windshield in two places essentially destroying it as the larger of the two cracks went almost completely through the windshield.

The rock was perched on top of the truck back, this was seen by myself and my roommate, it then fell from the truck.

It was in no way kicked up from the road.

Having never had this occur before we were at a loss as to what to do so we tried to get the attention of the truck driver by honking at him and waving.

He continued along and pulled into what was described by Hannah Volz as a Highway Maintenance Building on USH 12 just south of CTH PF.

When he stopped his vehicle I opened my door and calmly stated what had happened and asked to speak with his supervisor and he stomped up to me in a loud voice started yelling and was so close I couldn't safely or fully exit my vehicle and he acted in a manner that any reasonable person would believe would be followed by him assaulting them.

The deputy would be one Officer Hannah Volz who I do not in any capacity know.

I will hereafter discuss and rebutt her incident report that was used by the counties insurance Aegis to deny paying for the damages caused by the county.

She wrote many inaccurate statements into her report and attributed statements both not made by myself and made by her to me.

This was witnessed by Briana Yanske

She wrote in many statements that were clearly her attempt to make sure that I could not make a successful insurance claim against the county for breaking my windshield in the manner in which they did.

Any reasonable person would be able to see the fact that she was clearly writing a narrative to defend a fellow county employee and/or the county she works for.

At the end of our interaction when I informed Hannah Volz that I would be pursuing the county for the damages she became extremely hostile and argumentative going so far as to state that my needing to file for indigency due to being disabled and on a fixed income in the event that I had to sue the county in small claims was taking advantage of the system.

Her statements and my own were witnessed by Briana Yanske

I will first address inaccuracies in her report:

Wherein Hannah Volz Wrote: That I advised dispatch that a county truck threw up a rock and hit my windshield, I would contend that I never made this statement to dispatch, and if I did I was under duress and spoke incorrectly, I have been unable to obtain the related call records despite making a records request to the Sauk County Sheriff's Office and having waited over two weeks. This is directly contradicted by my statement in her report to her that the rock came out of/off of the dump truck.

The following statement : "Gabriel said they pulled in there, at which time he confronted the driver of the dump truck about the rock flying out and hitting their windshield. Gabriel said that he was being very vocal with the driver and yelling at him"

I never yelled at the driver at any point, I swore at him after he was extremely threatening for no reason, and swore at me.I initially calmly tried to explain what happened and asked to speak with a supervisor, I retain a video of this interaction in its entirety.

The statement: "Gabriel said he did that because the other guy was yelling at him in a threatening manner and he wanted to let the other guy know not to mess with him"

I never stated anything of any kind about wanting to let "the other guy" know not to mess with me, I was not interested in having a pissing match or any kind of physical altercation of any kind with an obese highway employee who had half a person's weight on me. I actually stated that I was not trying to fight Mark over a windshield directly to Hannah in front of Briana at one point. This in my opinion and I would believe the opinion of any reasonable person was an attempt by Hannah Volz to make me appear much more aggressive than at any point I was, it is good that as I have stated I recorded Mark and I's entire interaction.

The statement: Gabriel stated he understood; however he wants the county to be responsible for damaging the windshield on his vehicle.

This statement was never In any capacity uttered by me, why the hell would I WANT the county to be responsible for the damage to my windshield? What I wanted was to have not had my windshield destroyed by a rock falling off the back of a county truck, on my vehicle I struggle to be able to afford to maintain due to being low income. What I wanted was a nice day and to go to the garage sales I was headed to, to look for low cost clothing and other things I needed. What I definitely didn't want was a county walrus yelling at me and acting like he was going to attack me and then a having a cop who worked for the same county invent a narrative to defend him, once she realized I was capable of self advocating despite my disabilities. Be these things as they may I do not WANT the county to be responsible the county IS responsible its not a matter of what I want.

The statement: "Gabriel stated that he is disabled so, because of that, he gets his court fees paid for, so if it means he has to take the county to civil court and sue them over a $100 dollar chip in his windshield then that is what he is going to do"

I never at any point put a monetary value on the damage to my vehicle as I am no expert in the cost of a windshield or repair cost, but I knew even then a destroyed windshield does not cost $100.00, Hannah Volz actually in front of both I and Briana Yanske made a statement about the larger crack that was almost completely through my windshield when arguing with me and trying to say anything she could to try to talk me out of pursuing the county for my broken windshield, to the affect of thinking it would be a $100.00 dollar repair, as with all of the other statements made by her that pertain to my vehicle and the county truck involved she is no expert in car repair or maintenance, so she would have no idea what she was talking about.

I am not pursuing the county out of spite I live on a fixed income of approximately 850.00 a month even the cheapest repair option for my windshield comes out to roughly 30 percent of my monthly income. I quite literally can't afford not to pursue being made whole.

Many statements made by Hannah Volz in her report are clearly made with the intent to make a lawsuit hard to win, this is unsurprising as, as I stated she at length argued with me about my wanting to pursue the county for the damage to my vehicle to the point that my roommate grabbed my arm and said lets just go she is clearly just trying to argue, Hannah makes statements that I outline that are exactly word for word what an insurance adjuster would need to fight a claim such as the one I made clear to her I was going to make.

The following statements are Hannah Volz inventing a narrative to make it hard for me to fight the county in court:

Wherein she writes: He advised dispatch that a county truck threw a rock up and hit their windshield,

Again I never stated this to dispatch this is the first of two times that Hannah makes sure to state in her report that the rock was kicked up not that it fell of the truck she goes on to state further in her report (the following apparently stated by Mark Barreau) He said, he may have kicked-up a rock with his tire; however that is part of the risk that you take operating on the roadway. This is an incredibly convenient statement, made by Mark in this report as it is a statement that would make the

county not negligent if it were true, the problem is, it is unverifiable, mark was driving the truck so he could not see behind him, and Hannah Volz was not present when the rock fell, I however have a witness who will attest to the fact that a rock fell off the back of the truck.

Wherein she writes: I asked Gabriel if he had insurance on the vehicle. He stated that he did; however, he only had liability through geico insurance company.

Hannah Volz never at any point had me produce proof of insurance, that fact coupled with this statement begs the question, why did Hannah volz ask me this question and why did she include a statement that the counties insurance would see and know they could not pay me and my insurance would not fight them if they saw? This statement is not relevant to what occurred and it is one of many that are included in what appears to be an attempt by Hannah volz to make it hard for me to make claim against the county.

Wherein Hannah writes: Gabriel stated that he understood; however he wants the county to be responsible for damaging the windshield on his vehicle. I explained to Gabriel that, essentially , it is a civil issue and that is something that could be worked out in civil court; however I did give Gabriel options on how to fix the windshield on his own.

This shows intent on hannahs part to stop me from suing the county, why would a police officer give me options on how to fix my windshield rather than pursue the county? Why would she "explain" to me how a civil issue works if I had told her I knew how to file for indigency which demonstrates that I clearly know how to file a small claims case and therefore am versed in legal civil issues.

Wherein Hannah writes: Mark explained to me that he was traveling south on USH 12. His box was completely empty.

Would mark not have had time to empty his box? Can this be verified by photo or video? Did she physically climb up onto the box and check for rocks around the rim of it where any reasonable person would believe a truck that hauls dirt and rocks most days might have a rock sitting?

Would mark not have reason as would Hannah to state the box was empty?

Wherein Hannah writes: He said that there was no gravel or rock in the back of his truck at any time.

Has he never hauled a rock with a truck designed for such?

Again would he not have reason to state this?

Wherein Hannah writes:

It appeared that the truck was in good working condition

What relevance to what occurred does this have? It appears to be nothing more than a statement made for an insurance adjuster to capitalize on, Hannah is also not an automotive expert so this carries no more weight than if you or I stated it.

Wherein Hannah writes: and that if there were any pieces of gravel in the bottom, they would not fall through any crack because it did not appear that there were any cracks in the box of the dump truck.

If Mark had stated there was no rock or gravel, why was this included? What relevance does this statement have other than to further hammer home the point for an insurance adjuster that the county couldn't possibly be negligent? Did Hannah physically climb into the truck to check for cracks? I doubt that. Again Hannah is no automotive expert so these points although on her part I am sure they were believed to be smart by her, carry no real weight and would not in a court room.

The final point I'd like to address is this statement:

Mark told me that at the time, the male stated, "she has a gun" and pointed to the driver who was Briana. Mark explained that he responded by saying "if you have a

gun on county property then I am going to be calling the Sheriff's Department." Mark told me that, at that time, the occupants got back into the car and left the scene.

This statement by Mark is a curious one as no Wisconsin law prohibits the carrying of a gun on county property if not in a building, without there being posted signage preventing such. And the gun would not be illegally carried if inside of a car driven by a person with a conceal carry such as the one Briana Yanske holds.

This shows that Mark is manipulative and seeks to lie or omit facts to conceal the truth of what occurred in his interactions with myself.

Mark in his statements completely omitted the fact that after being told that Briana Yanske had a gun, he began to rant and rave about having been threatened with a gun. It is too bad for mark that I recorded the entirety of our interactions and can show him to be an unreliable person prone to purposefully changing narratives as he and Hannah have in the confines of her report, based on his actions in the video that he omitted and the statement about conceal carrying a gun he made in an attempt to scare us into leaving without reporting his damaging our vehicle.

All of the rhetorical questions above I think would make a great case against the report written by Hannah volz in a court room setting.

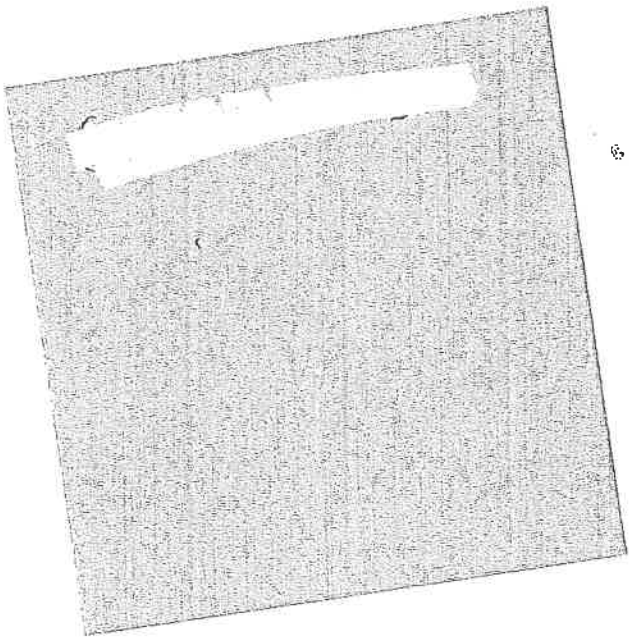
I would like the county to pay for my windshield they broke due to the direct negligence of Mark Barreau. I would like to be paid 247.93 the lowest estimate for a full windshield replacement I received.

If I am made to file in small claims against the county as high as gas is I will also seek additional reimbursement for the gas involved in getting the quotes, the gas it would take to drive to get the repairs, the hours I worked on this letter and made phone calls required for it, the cost of the ink and paper I used to make 2 copies of this letter, the cost of postage for this letter, and possibly the cost of therapy appointments to deal with the extreme mental distress caused by Mark.

In the event that they do not I will pursue all legal options available to me.

In almost 6 years of living in sauk to my knowledge I have only had a parking ticket. I am a productive member of society in spite of severe disabilities, I donate skateboards to the local skateboard shop to be used by youth camps members who cannot afford them. I am a tax paying citizen and what was done to me both by Marks behavior and Hannah Volz narrative and the destruction of my windshield are wrong.

Gabe Savers
316 Cherry Aly
Baraboo, WI
53913



RESOLUTION # 116-2022

Resolution to permit the County Board Chair to travel out of state to a National Association of Counties event.

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: Sauk County has received American Rescue Plan Act funds from the Federal Government. One of the ways that Sauk County is using those funds is for a workforce development center. The National Association of Counties (NaCO) has heard about our use of American Rescue Plan Act (ARPA) funds for this purpose and has requested that, Brent Miller, Sauk County Administrator be a panelist at the NaCO event in Denver, Colorado. The invitation is as follows:

> **What:** Getting America to Work: Strategies for Investing Federal Funding in Community Workforce Development
> **When:** Saturday, July 23, 10:30AM – 11:45AM
> **Where:** 2022 NACo Annual Conference in Adams County, Colo.
> **Description:** For county leaders in the process of rebuilding and retraining local workforces impacted by COVID-19, the American Rescue Plan's Recovery Fund provides a key funding source. Other federal programs and provisions in ARPA, however, can be combined with the Recovery Fund to increase the impact of these investments. Learn about these various funding streams and how fellow county leaders are braiding them together to invest in connecting youth to jobs, retraining older workers, partnering with colleges, providing wraparound services through nonprofits and other key aspects of workforce development.
> **Who (invited speakers):**
> - TBD, The White House *(confirmed)*
> - **Mr. Brent Miller, County Administrator, Sauk County, Wis.** ***(invited)***
> - Hon. Lee Constantine, Commissioner, Seminole County, Fla. *(confirmed)*
> - Hon. Stan Sallee, Commissioner, Tulsa County, Okla. *(confirmed)*
> - Dr. Rebecca Watts, Regional Vice President – Northeast, Western Governors University (*confirmed*)
> - Mr. Ron Painter, President and CEO, National Association of Workforce Boards *(invited)*

The Board Chair is seeking permission to accompany the Administrator pursuant to Rule V B. of the Sauk County Rules of the Board which reads (in part) as follows:

"…The convention cannot exceed three (3) days or be farther that three hundred (300) miles. All other requests require approval by a majority of the Board…"

THEREFORE, BE IT RESOLVED, that the Sauk County Board Chairman is hereby approved to travel to the 2022 NaCO Annual Conference in Denver, Colorado.

Approved for presentation to the County Board by the Executive and Legislative Committee, this 21st day of June, 2021

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 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: _____ .

Offered and passage moved by:

_____
Supervisor

_____
Supervisor

_____
Supervisor

_____
Supervisor

_____
Supervisor

Fiscal Note: Expenses for County Board Chair attendance will be paid from available funds in the Administrator budget.

Estimated costs are:

Conference registration - $600
Travel - $1,200
Lodging - $500
Meals - $200
Per diem - Chair choosing not to claim
Not to exceed total: $2,500

MIS Note: None.

RESOLUTION # 69-2022

Resolution to ratify the previous decisions of the Law Enforcement and Judiciary Committee when acting as two separate committees

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: Sauk County has a standing committee known as the "Law Enforcement and Judiciary Committee". Prior to the 2022-2024 term of the Sauk County Board of Supervisors the Law Enforcement and Judiciary Committee had been taking action as two separate committees, one titled "Law Enforcement Committee" and another as "Judiciary Committee". Neither of these Committees, as titled, are a standing committee of the County Board. The Supervisors assigned to the Law Enforcement and Judiciary Committee sat on both the "Law Enforcement Committee" and the "Judiciary Committee." Given that the two separate committees used the Supervisors that were appointed to the Law Enforcement and Judiciary committee, the actions taken by both committees are presumably valid. The County Board should ratify the decisions of the "Law Enforcement Committee" and the "Judiciary Committee" as an acknowledgement of the validity of those decisions.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the action(s) taken in the past by the "Law Enforcement Committee" and "Judiciary Committee" by the Supervisors appointed the Law Enforcement and Judiciary Committee standing committee are hereby ratified.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 7th day of June , 2021

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [X] None [ ] 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: 06/15/2022 .

Offered and passage moved by:

Tim McCumber

John Dietrich

Carl Gruber

Marty Krueger

1

Brian Peper

Fiscal Note: None. KB

MIS Note: None.

RESOLUTION # 108 - 2022

Resolution Assigning Funds as of December 31, 2021 and Amending the 2021 Budget

Resolution offered by the Finance Committee

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

BACKGROUND: Throughout the year, various additional funds become available that require no additional County matching funds or are expansions of existing grant funding and programs. Also throughout the year, additional expenditures are incurred for which funding is available. At the completion of each year's annual financial audit after all transactions have been recorded, a final resolution is brought forward to present a summary of departments and/or funds that exceeded their annual appropriations. This resolution authorizes amendments to the budget for those departments and/or funds that had offsetting revenues or fund balances, as well as for departments without offsetting funding and in need of a transfer from the contingency fund.

The 2021 contingency fund was originally budgeted at $430,000, funded completely by General Fund balance. During 2021, $120,000 was already transferred from the contingency fund, leaving $310,000 available for overdrawn departments.

Further, during consideration of bond issuance for construction of Highway facilities and related equipment purchases, the Board of Supervisors authorized up to $50 million of debt issuance for these projects. Actual issuance of debt was $45 million with the understanding that the remaining $5 million be funded by General Fund balance if needed.

WHEREAS, the following General Fund departments' net budgets, expenses less revenues received, were exceeded in 2021 as follows:

Departments Exceeding Overall Budgets

Contingency Transfer Amount	Percent of Budget	Expenditure Budget Exceeded	Department	Primary Reason for Variance
$235,849	31.64%	$235,324	Corporation Counsel	Increased costs for contracted counsel due to staff turnover.
$2,856	0.99%	$0	Court Commissioner	Revenues are down due to staff turnover.
$38,003	12.18%	$0	Emergency Management	Flood mitigation grant proceeds not yet received.
$276,708	Total Transfer from Contingency Fund			

WHEREAS, expenditure of additional funds sometimes causes a department to exceed their expenditure appropriations, while not exceeding their net budget or available fund balances, as summarized below:

Departments Exceeding Expenditure Budgets,
But Offsetting Revenues or Fund Balances Exist

Amount	Department	Primary Reason for Variance	Funding Source
$71,343	Administrator	Unexpected Baraboo Depot revitalization study grant.	Historical Society grant participation and economic development loan proceeds.
$52,062	Community Development Block Grant (CDBG) – Economic Development	Expenditures for Bluffview community park made prior to reimbursement from the State.	Revenue reimbursement to be received in 2022.
$52,086	CDBG – Housing Rehabilitation	More revolving loan recipients repaid their loans than anticipated, so more dollars were available to re-loan into the community.	CDBG-Housing Rehabilitation fund balance and loan repayments are available.
$5,151	County Clerk	Unbudgeted election security grant.	Election grant.
$94	Debt Service	Paying agent fee higher than expected for final law enforcement debt payment.	Fund balance for this purpose is available.
$2,997	Dog License Fund	Payment of prior year's collection to Humane Society higher than budgeted.	Collections higher than anticipated.
$12,987	Drug Seizures	Expenditures of previously forfeited funds exceeded budget.	Fund balance for this purpose is available.
$3,432,692	Human Services Fund	Transfer favorable 2020 yearend fund balance over maximum to the General Fund per policy. Comprehensive Community Services enrollments increase.	Human Services fund balance and additional revenues for these purposes are available.
$64,918	Insurance Fund	Departmental charges less than expected.	Fund balance for this purpose is available.
$3,478	Jail Assessment Fund	Higher than budgeted proceeds received were dedicated to law enforcement center debt service.	Forfeitures received.
$303,979	Public Health	COVID enhancing detection grant.	Grant proceeds received.
$4,968	Register in Probate	Court appointed counsel for juvenile matters exceeded historical averages.	Probate filing fees also exceeded budgeted revenues.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the 2021 budgets of the above-described departments that did not exceed their net appropriations be amended to appropriate the additional funds received or fund balances; and,

BE IT FURTHER RESOLVED, that $276,708 be transferred from the 2021 contingency fund to the above-described departments' 2021 budgets that were exceeded when other balances were not available; and,

BE IT FURTHER RESOLVED, that $5,000,000 of General Fund balance be assigned as of December 31, 2021 for Highway Department facility and equipment if needed.

Approved for presentation to the County Board by the Finance Committee, this 21st day of June, 2022

Consent Agenda Item: [ ] YES [x] NO

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

Vote Required: Majority = _____ 2/3 Majority = __x__ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 06/15/2022.

Offered and passage moved by:

Martin F. Krueger

Thomas Dorner

Lynn Eberl

Richard "Mike" Flint

Timothy McCumber

Fiscal Note: Transfers from the contingency fund to overdrawn departments in 2021 total $396,708. KJB

Information Systems Note: No information system impact.

Sauk County Financial Report as of December 31, 2021 as of 6-01-22

Percent of Year Complete

100.00%

	General Government					Justice & Public Safety					Public Works					Health & Human Services				
	Budget	Actual	Favorable / (Unfavorable)	% of Budget		Budget	Actual	Favorable / (Unfavorable)	% of Budget		Budget	Actual	Favorable / (Unfavorable)	% of Budget		Budget	Actual	Favorable / (Unfavorable)	% of Budget	
Revenues																				
Property Taxes	($1,666,054)	($1,618,832)	($47,222)	97.17%		$15,580,767	$15,580,767	$0	100.00%		$4,651,181	$4,651,181	$0	100.00%		$11,743,443	$11,743,443	$0	100.00%	
Other Taxes	668,195	934,124	265,929	139.80%	A	0	0	0	--		0	0	0	--		0	0	0	--	
Sales Tax	9,157,074	11,636,263	2,479,189	127.07%	*	0	0	0	--		0	0	0	--		0	0	0	--	
Grants & Aids	1,539,423	1,759,347	219,924	114.29%		722,427	929,182	206,755	128.62%	G	2,319,277	1,815,690	(503,587)	78.29%	H	20,998,552	25,567,054	4,568,502	121.76%	K
Licenses & Permits	10,500	15,395	4,895	146.62%		34,080	41,645	7,565	122.20%		0	0	0	--		594,740	576,920	(17,820)	97.00%	
Fines, Forfeitures & Penalties	3,500	15,421	11,921	440.60%		409,000	455,995	46,995	111.49%		0	0	0	--		72,100	77,468	5,368	107.44%	
User Fees	559,900	647,283	87,383	115.61%		928,235	839,151	(89,084)	90.40%		50,000	133,883	83,883	267.77%	I	8,071,759	6,203,241	(1,868,518)	76.85%	L
Intergovernmental Charges	2,836,816	2,554,432	(282,384)	90.05%		1,462,066	1,624,575	162,509	111.11%		4,263,670	3,993,137	(270,533)	93.65%		204,072	184,456	(19,616)	90.39%	
Donations	0	58,235	58,235	--	B	1,500	0	(1,500)	0.00%		0	0	0	--		99,200	117,861	18,661	118.81%	
Interest	294,261	157,525	(136,736)	53.53%	C	80	37	(43)	46.68%		225,000	10,922	(214,078)	4.85%	J	155,000	4,819	(150,181)	3.11%	J
Rent	619,500	843,655	224,155	136.18%	D	0	0	0	--		0	0	0	--		0	0	0	--	
Miscellaneous	81,154	412,341	331,187	508.10%	E	177,900	204,075	26,175	114.71%		0	5,000	5,000	--		4,250	61,635	57,385	1450.24%	
Transfers from Other Funds	355,000	1,061,252	706,252	298.94%		0	0	0	--		0	0	0	--		1,062,548	1,062,548	0	100.00%	
Bond / Note Proceeds	0	0	0	--		0	0	0	--		0	0	0	--		0	0	0	--	
Total Revenues	14,459,269	18,476,442	4,017,173	127.78%		19,316,055	19,675,427	359,372	101.86%		11,509,128	10,609,813	(899,315)	92.19%		43,005,664	45,599,444	2,593,780	106.03%	
Expenses / Expenditures																				
Wages & Salaries	4,083,804	3,807,765	276,039	93.24%		11,128,700	11,034,590	94,110	99.15%		3,770,383	3,536,521	233,862	93.80%		17,864,547	16,375,038	1,489,509	91.66%	
Labor Benefits	1,470,650	1,269,430	201,220	86.32%		4,502,997	4,370,684	132,313	97.06%		1,486,832	1,150,552	336,280	77.38%		6,978,361	5,679,464	1,298,897	81.39%	
Supplies & Services	4,881,050	3,793,442	1,087,608	77.72%	F	3,862,917	3,962,333	(99,416)	102.57%		6,378,880	5,930,022	448,858	92.96%	H	19,278,429	20,847,642	(1,569,213)	108.14%	
Debt Service - Principal	0	0	0	--		0	0	0	--		0	0	0	--		890,000	N/A	890,000	N/A	
Debt Service - Interest	0	0	0	--		0	0	0	--		0	0	0	--		172,548	172,547	1	100.00%	
Capital Outlay	7,756,479	1,775,584	5,980,895	22.89%		682,694	365,534	317,160	53.54%		2,626,000	0	2,626,000	0.00%		1,379,522	61,734	1,317,788	4.48%	
Transfers to Other Funds / Debt Issuance Costs	2,429,947	2,443,766	(13,819)	100.57%		100,000	103,478	(3,478)	103.48%		200,000	3,649	196,351	1.82%		155,000	1,057,603	(902,603)	682.32%	
Total Expenditures	20,621,930	13,089,986	7,531,944	63.48%		20,277,308	19,836,619	440,689	97.83%		14,462,095	10,620,743	3,841,352	73.44%		46,718,407	44,194,029	2,524,378	94.60%	
Functional Expenditures as % of Total Expenditures	18.60%	13.89%				18.29%	21.05%				13.04%	11.27%				42.14%	46.90%			
	($6,162,661)	$5,386,456	$11,549,117			($961,253)	($161,192)	$800,061			($2,952,967)	($10,931)	$2,942,036			($3,712,743)	$1,405,414	$5,118,157		

Notes on % of Budget Differing from Expected +/- 20% and $25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

* Sales tax receipts lag the month of sale on this report by one month. This report is through December, 2021 sales (100% as seasonally adjusted).

A Interest and penalty on taxes exceeds annual budget by $139,000.
A Real estate transfer tax exceeds annual budget by $104,400.
B Unbudgeted donations are the Sauk County Historical Society's local funds to match a grant to plan for the Baraboo Train Depot redevelopment.
C Low interest rates make interest earned lag budget.
D Rent of communication tower space and fiber optics lines outpaces budget.
E One of the largest revolving loans outstanding was paid in full, netting $273,000 of unexpected revenue.
E Gain on sale of tax deeded properties exceeds budget by $24,800.
F MIS project expenditures and their related chargeback to departments under budget by $165,000.
G Sheriff's unbudgeted grants related to COVID technology upgrades $40,000 and supplies $134,000.
H County Highway A construction project and related state funding pushed from 2021 to 2022.
I Highway sale of materials from "cleanup" in preparation for Highway shop construction of $115,040 exceed budgeted amount of $30,000.
J Interest allocated to other accounting funds lags budget due to low interest rates.
K Human Service Medicaid revenues exceed budget by $1,978,000, due to Comprehensive Community Services program participation.
K Health Department COVID-related grants exceed budget by $1,138,000.
L Health Care Center fees lag budget due to COVID-19 limiting admissions.

Sauk County Financial Report as of December 31, 2021 as of 6-01-22

Percent of Year Complete

100.00%

	Conservation, Development, Recreation, Culture & Education					Debt Service					Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget		Budget	Actual	Favorable / (Unfavorable)	% of Budget		Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues														
Property Taxes	$1,951,000	$1,951,000	$0	100.00%				$0	--		$32,260,337	$32,307,559	$47,222	100.15%
Other Taxes	0	0	0	--				0	--		668,195	934,124	265,929	139.80%
Sales Tax	0	0	0	--				0	--		9,157,074	11,636,263	2,479,189	127.07%
Grants & Aids	1,267,984	536,013	(731,971)	42.27%	M			0	--		26,847,663	30,607,284	3,759,621	114.00%
Licenses & Permits	258,800	344,998	86,198	133.31%	N			0	--		898,120	978,958	80,838	109.00%
Fines, Forfeitures & Penalties	5,500	11,647	6,147	211.77%				0	--		490,100	560,531	70,431	114.37%
User Fees	210,157	275,424	65,267	131.06%	O			0	--		9,820,051	8,098,982	(1,721,069)	82.47%
Intergovernmental Charges	21,881	122,866	100,985	561.52%	P			0	--		8,788,505	8,479,465	(309,040)	96.48%
Donations	500	0	(500)	0.00%				0	--		101,200	176,097	74,897	174.01%
Interest	0	15	15	--		8,000	1,133	(6,867)	14.16%	C	682,341	174,452	(507,889)	25.57%
Rent	0	0	0	--				0	--		619,500	843,655	224,155	136.18%
Miscellaneous	20,000	90,772	70,772	453.86%	Q			0	--		283,304	773,823	490,519	273.14%
Transfers from Other Funds	0	0	0	--		1,467,399	1,484,695	17,296	101.18%		2,884,947	3,608,496	723,549	125.08%
Bond / Note Proceeds	0	0	0	--				0	--		0	0	0	--
Total Revenues	3,735,822	3,332,735	(403,087)	89.21%		1,475,399	1,485,828	10,429	100.71%		93,501,337	99,179,688	5,678,351	106.07%
Expenses / Expenditures														
Wages & Salaries	1,417,192	1,319,673	97,519	93.12%				0	--		38,264,626	36,073,587	2,191,039	94.27%
Labor Benefits	469,655	417,397	52,258	88.87%				0	--		14,908,495	12,887,528	2,020,967	86.44%
Supplies & Services	4,152,944	2,758,674	1,394,270	66.43%	M			0	--		38,554,220	37,292,113	1,262,107	96.73%
Debt Service - Principal	0	0	0	--		1,825,000	1,825,000	0	100.00%		1,825,000	1,825,000	0	100.00%
Debt Service - Interest	0	0	0	--		37,000	37,094	(94)	100.25%		209,548	209,641	(93)	100.04%
Capital Outlay	891,962	135,447	756,515	15.19%				0	--		13,336,657	2,338,299	10,998,358	17.53%
Transfers to Other Funds / Debt Issuance Costs	0	0	0	--				0	--		2,884,947	3,608,496	(723,549)	125.08%
Total Expenditures	6,931,753	4,631,192	2,300,561	66.81%		1,862,000	1,862,094	(94)	100.01%		110,873,493	94,234,662	16,638,831	84.99%
Functional Expenditures as % of Total Expenditures	6.25%	4.91%				1.68%	1.98%				100.00%	100.00%		
	($3,195,931)	($1,298,456)	$1,897,475			($386,601)	($376,266)	$10,335			($17,372,156)	$4,945,026	$22,317,182	

Notes on % of Budget Differing from Expected +/- 20% and $25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

M CDBG Close Federalized grant funds of $578,793 will not be received until project(s) completed in 2022 (budgeted at $695,000).
N Sanitary permit issuance exceeds budget by $42,000.
N Land use permits exceed budget by $14,765.
O Parks entrance and use fees are exceeding budget by $79,000.
P Dane County contribution to the bridge over the Wisconsin River for recreational trail development, $73,000.
P Multi-discharge variance payments for the year received in March, and with higher participation than budgeted by $27,100.
Q Repayment of CDBG Housing loans exceeds budget by $45,300.
Q Sale of LRE surplus property $19,700.

SAUK COUNTY FINANCIAL REPORT (Unaudited)
December 31, 2021 as of 6-01-2022
Percent of Year Complete 100.00%

Department / Account Title	2021 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2021 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget
General Fund Property Tax	0	0	--	-7,633,562	-7,586,340	99.38%	47,222
Miscellaneous Sales Tax	0	0	--	130	121	93.45%	(9)
County Sales Tax	0	0	--	9,157,074	11,636,263	127.07%	2,479,189
Shared Revenue	0	0	--	771,223	780,865	101.25%	9,642
Computer Aid	0	0	--	95,744	95,745	100.00%	1
Personal Property Aid	0	0	--	165,062	165,062	100.00%	0
Indirect Cost Reimbursement	0	0	--	205,055	231,515	112.90%	26,460
American Rescue Plan Act	0	0	--	0	0	--	0
Arts & Humanities Grants	0	0	--	7,750	7,750	100.00%	0
Sale of County-Owned Property	0	0	--	8,000	30,065	375.81%	22,065
Miscellaneous Revenues	0	0	--	1,000	12,725	1272.54%	11,725
Transfer from Human Services	0	0	--	90,000	1,055,379	1172.64%	965,379
Transfer from Health Care Center	0	0	--	65,000	2,225	3.42%	(62,775)
Transfer from Highway	0	0	--	200,000	3,649	1.82%	(196,351)
Miscellaneous Expenses	500	6,592	1318.32%	0	0	--	(6,092)
Charitable/Penal Fines, Misc	660	660	99.97%	0	0	--	0
Outside Agencies	186,900	186,105	99.57%	0	0	--	795
Contingency Fund Remaining	310,000	0	0.00%	0	0	--	310,000
Contingency Fund Used	120,000	0	0.00%	0	0	--	120,000
Tri-County Airport	49,412	0	0.00%	0	0	--	49,412
Wisconsin River Rail Transit	30,000	30,000	100.00%	0	0	--	0
Sauk County Libraries	1,214,062	1,216,421	100.19%	0	0	--	(2,359)
Arts & Humanities	60,995	54,925	90.05%	0	0	--	6,070
UW-Baraboo / Sauk County	60,000	60,000	100.00%	0	0	--	0
Transfer to Debt Service Fund	1,367,399	1,381,218	101.01%	0	0	--	(13,819)
Transfer to Health Care Center (for debt service)	1,062,548	1,062,548	100.00%	0	0	--	0
TOTAL GENERAL FUND NON-DEPARTMENTAL	4,462,476	3,998,468	89.60%	3,132,476	6,435,025	205.43%	3,766,557
County Board	213,948	179,621	83.96%	213,948	213,948	100.00%	34,327
Clerk of Courts	1,325,196	1,314,565	99.20%	1,325,196	1,346,952	101.64%	32,386
Circuit Courts	748,204	674,561	90.16%	738,204	739,227	100.14%	74,666
Court Commissioner	288,514	281,559	97.59%	240,496	230,685	95.92%	(2,855)
Register in Probate	197,833	202,801	102.51%	197,833	223,548	113.00%	20,748
Accounting	942,958	786,905	83.45%	758,085	756,823	99.83%	154,791
County Clerk / Elections	422,813	427,964	101.22%	422,813	464,715	109.91%	36,752
Personnel	626,688	484,310	77.28%	583,965	586,806	100.49%	145,219
Treasurer	433,916	410,244	94.54%	433,916	497,936	114.75%	87,692
Register of Deeds	256,374	255,411	99.62%	256,374	430,371	167.87%	174,960
District Attorney / Victim Witness	766,891	738,102	96.25%	766,891	781,065	101.85%	42,963
Corporation Counsel	745,401	980,725	131.57%	745,401	744,876	99.93%	(235,849)
Surveyor	81,047	68,639	84.69%	81,047	81,047	100.00%	12,408
Building Services	9,075,648	3,319,403	36.57%	2,403,890	2,696,560	112.17%	6,048,915
Sheriff	15,463,471	15,418,136	99.71%	15,463,471	15,804,807	102.21%	386,671
Coroner	192,745	186,529	96.78%	192,745	200,370	103.96%	13,841
Emergency Management	312,139	307,623	98.55%	284,639	242,120	85.06%	(38,003)
Administrator	534,988	606,331	113.34%	399,681	732,872	183.36%	261,848
Management Information Systems	3,742,724	2,649,387	70.79%	3,218,877	3,088,246	95.94%	962,706
Justice, Diversion, & Support	697,677	531,043	76.12%	649,013	602,848	92.89%	120,468
Public Health	3,158,224	3,462,203	109.62%	2,657,154	3,845,107	144.71%	883,974
WIC	432,155	396,954	91.85%	411,180	395,321	96.14%	19,342
Environmental Health	1,228,092	553,460	45.07%	700,267	681,123	97.27%	655,488
Child Support	1,034,777	969,159	93.66%	1,034,777	1,001,737	96.81%	32,579
Veterans Service	482,874	438,202	90.75%	425,653	425,653	100.00%	44,672
Land Resources & Environment	4,170,900	2,422,985	58.09%	2,607,663	2,851,970	109.37%	1,992,222
UW Extension	419,947	381,552	90.86%	413,159	415,423	100.55%	40,659
TOTAL GENERAL FUND	52,458,620	42,446,844	80.91%	40,758,814	46,517,184	114.13%	15,770,146

SAUK COUNTY FUND BALANCES

	December 31, 2020	2021 Net Income/Adj	December 31, 2021 as of 6-01-2022
GENERAL FUND TOTAL	46,230,863	4,070,340	50,301,203

SAUK COUNTY FINANCIAL REPORT (Unaudited)
December 31, 2021 as of 6-01-2022
Percent of Year Complete 100.00%

Department / Account Title	2021 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2021 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget	SAUK COUNTY FUND BALANCES December 31, 2020	2021 Net Income/Adj	December 31, 2021 as of 6-01-2022
Aging & Disability Resource Center	2,642,202	2,410,784	91.24%	2,547,202	2,793,425	109.67%	477,642	1,043,571	382,642	1,426,212
Human Services	24,654,675	28,087,367	113.92%	24,566,810	27,306,782	111.15%	(692,720)	2,800,897	-780,585	2,020,311
Jail Fund	100,000	103,478	103.48%	100,000	103,478	103.48%	0	0	0	0
Land Records Modernization	665,337	615,948	92.58%	614,286	660,502	107.52%	95,605	350,461	44,554	395,015
Landfill Remediation	106,955	77,904	72.84%	25,000	7,273	29.09%	11,324	4,842,430	-70,631	4,771,799
Drug Seizures	11,100	20,681	186.32%	6,580	3,174	48.24%	(12,987)	61,893	-17,507	44,386
Community Development Block Grant	695,000	52,062	7.49%	695,000	0	0.00%	(52,062)	-2,106	-52,062	-54,168
CDBG Housing Rehabilitation	20,000	72,086	360.43%	20,000	65,342	326.71%	(6,744)	24,784	-6,744	18,040
TOTAL SPECIAL REVENUE FUNDS	28,895,269	31,440,310	108.81%	28,574,878	30,939,977	108.28%	(179,943)	9,121,930	-500,334	8,621,596
DEBT SERVICE FUND	1,862,000	1,862,094	100.01%	1,475,399	1,485,828	100.71%	10,335	376,266	-376,266	0
HEALTH CARE CENTER FUND	12,871,643	7,659,140	59.50%	10,638,621	9,123,421	85.76%	3,697,303	7,862,135	1,464,281	9,326,416
Highway	14,275,728	10,512,839	73.64%	11,484,128	10,602,539	92.32%	2,881,300	14,924,305	89,700	15,014,005
Insurance	66,000	67,653	102.50%	123,070	59,805	48.59%	(64,918)	450,013	-7,848	442,165
Workers Compensation	422,427	220,979	52.31%	422,427	424,061	100.39%	203,082	530,307	203,082	733,388
TOTAL INTERNAL SERVICE FUNDS	14,764,155	10,801,472	73.16%	12,029,625	11,086,405	92.16%	3,019,463	15,904,626	284,933	16,189,559
Dog License	21,806	24,803	113.74%	24,000	26,874	111.98%	(123)	-481	2,071	1,590
TOTAL TRUST & AGENCY FUNDS	21,806	24,803	113.74%	24,000	26,874	111.98%	(123)	-481	2,071	1,590
TOTAL COUNTY	110,873,493	94,234,662	84.99%	93,501,337	99,179,688	106.07%	22,317,182	79,495,338	4,945,026	84,440,364

GENERAL FUND BALANCE DETAIL	December 31, 2020	2021 Net Income/Adj	December 31, 2021 as of 6-01-2022
Nonspendable - Inventories	18,318	5,187	23,504
Nonspendable - Prepaid Items	49,442	2,291	51,733
Nonspendable - Long-Term Receivable (Delinquent Taxes)	1,271,291	-129,438	1,141,852
Nonspendable - Interfund Receivable (Tri-County Airport)	123,806	148,103	271,909
Assigned - Contracts in Progress (Encumbrances)	397,989	1,076,334	1,474,323
Assigned - Carryforward Funds	2,545,973	-1,091,305	1,454,668
Assigned - Highway Facility/Equipment	0	5,000,000	5,000,000
Assigned - Subsequent Yr Budgeted Fund Bal Use	8,635,844	-859,107	7,776,737
*Unassigned - Working Capital	19,485,555	443,924	19,929,479
*Unassigned	13,702,645	-525,649	13,176,997
TOTAL GENERAL FUND BALANCE	46,230,863	4,070,340	50,301,203
* County Reserves (working capital and unassigned)	33,188,200	-81,725	33,106,476

CURRENT DEBT PRINCIPAL BALANCE	
2016 Law Enforce Refunding Bonds (final pmt 2021)	0
2017 HCC Refunding Bonds (2027)	4,980,000
2019 HCC Refunding Bonds (2023)	1,005,000
Principal Payments are Due Each October 1	5,985,000

RESOLUTION # 69-2022

Resolution to Award a Contract for Design and Engineering Services for the Horse Campground at White Mound County Park

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
White Mound County Park has an area that is designated as a horse campground. In 2021, an inspection conducted by the Public Health Department found that the campground did not meet the standards required under ATCP 79 (campground code). The LRE Department was required to close the facility, until such time as the campground could be brought into compliance with code requirements.

As part of the Master Plan process for White Mound County Park, public sentiment was to pursue upgrades to the horse campground. As part of the 2022 LRE Budget, $125,000 of ARPA funds were included for the design, engineering, and re-construction of this area.

WHEREAS, to facilitate the re-construction of this area, an RFP for design and engineering services was advertised on April 18, 2022; and,

WHEREAS two (2) proposals were received by the deadline and evaluated against the criteria in the RFP; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby award a contract for the design and engineering of the horse campground in White Mound County Park to Parkitecture + Planning, LLC in the amount of $16,160, as shown in the proposal as Exhibit A; and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the County Administrator to enter a contract with Parkitecture + Planning, LLC for the design and engineering of the horse campground at White Mound County Park.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21 day of June 2022.

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: _____.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

DENNIS POLIVKA

ROBERT SPENCER

VALERIE MCAULIFFE

LYNN EBERL

RANDY PUTTKAMER

Fiscal Note: The 2022 LRE Budget has $125,000 of ARPA funds designated for this project.

MIS Note: No Impact

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 8-2022

Ordinance Amendment to approve a map amendment (rezoning) of lands in the Town of Greenfield from Resource Conservancy to a Commercial Zoning District filed upon State 113 LLC, property owner, Michelle Gillette, registered agent.

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND:

Background: State 113 LLC own property in the NE ¼, NW ¼, Section 07, T11N, R07E, Town of Greenfield, and has requested a map amendment (rezoning) of property legally described pursuant to petition 13-2022 from Resource Conservancy to Commercial zoning. The intent of the map amendment (rezoning) being to bring existing businesses on the property into compliance with Sauk County ordinances by locating the businesses within a proper zoning district. The property currently is zoned Resource Conservancy which does not support the use of a warehousing, self-storage facility, or mini-warehousing.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on May 24, 2022; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promotes redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to a Commercial Zoning district maintains this objective.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk County, Wisconsin, is amended as follows:

Rezone of the approximate southerly 3.08 acres of tax parcel 018-0212-00000 from a Resource Conservancy Zoning District to a Commercial Zoning District.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 24 day of May, 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 05/15/2022

Offered and passage moved by:

MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

LYNN EBERL

DENNIS POLIVKA

BRANDON LOHR

VALERIE MCAULIFFE

ROBERT SPENCER

Fiscal Note: None KPB

MIS Note: None

RESOLUTION # 70-2022

Resolution to Authorize Participation in the State of Wisconsin Off-Highway Motorcycle Trail Grant Program

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County annually participates in maintaining, acquiring, insuring or developing lands for public motorized trail use. In doing so, these public motorized trails are eligible for grant funds through the Wisconsin Department of Natural Resources (DNR). The program funds 100% of the cost for the acquisition, development, insurance, and maintenance of public trails. Funding for the program comes from registration fees and a portion of tax on gasoline. Grant applications must be submitted by the local governing body to the DNR.

Sauk County is facilitating the grant on behalf of the Driftless Area Sports Riders, a local off-highway motorcycle (OHM) club. The OHM club is requesting funds to cover the cost of a one-two day special event for OHM riders in the fall of 2022. The estimated cost is $1,925, which would be used to reimburse the OHM club for actual expenses incurred such as insurance and signage. The grant also covers County staff time. The club will volunteer labor to administer, prepare, staff and clean-up after the event.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Parks Operations Coordinator and Land Resources and Environment Director, under the direction of the Land Resources and Environment Committee, be authorized to submit an application on behalf of the Driftless Area Sports Riders to the State of Wisconsin DNR for any financial aid that may be available for a proposed event as well as submit reimbursement claims along with supporting documentation within proper timeframe of project completion dates; sign and submit documents and take necessary action to undertake, direct and complete the approved project.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21 day of June, 2022.

Consent Agenda Item: [ ] YES [ ] 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: 06/15/2022.

Offered and passage moved by:

Martin F. Krueger
Marty Krueger

Peter Kinsman

Lynn Eberl

Brandon Lohr

Valerie McAuliffe

Dennis Polivka

Randall Puttkamer

Robert Spencer

Fiscal Note: Funding for the program comes from off-highway motorcycle registration fees and a percentage of tax on gasoline. No County tax levy is used to fund the program.
MIS Note: No information systems impact.

KB

RESOLUTION # 71-2022

Resolution to Amend the 2022 LRE Budget to Include Funding for a Streambank Project at the County Farm

Resolution offered by the Land Resources and Environment Committee and Finance Committee

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

BACKGROUND: The Sauk County Land Resources and Environment Department entered into a Water Quality Brokering Agreement with the Village of Loganville in December 2020. Loganville was seeking authorization as part of its Wisconsin Pollution Discharge Elimination System (WPDES) permit to discharge total phosphorus above levels otherwise authorized to do so by their permit. To do so, Loganville would need to execute conservation practices, which would reduce total phosphorus pollution in the watershed at other locations.

County staff worked with the Village of Loganville to identify property owners that may be willing to work on projects that meet this objective. The County Farm stream was identified as a potential project site for stream bank work to be completed. Given that the project is located on County owned property, the Village of Loganville requested financial assistance for the project.

The LRE Committee discussed the financial assistance request with the Village's contracted engineering service who is working on the projects. The LRE Committee recommended that if financial assistance is provided, funds should be from general fund balance at a cost to the County of no more than 33% of the overall estimated project costs. The estimated cost for 3,500 linear feet of streambank restoration is $153,530. This would result in a cost to the County of $50,665. The remaining $102,866 would be paid by the Village of Loganville.

The project will be constructed over a few years period from 2022 to potentially 2024. Funding for the project may be carried forward within the LRE Budget from year to year, until its completion.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, to authorize an amendment to the 2022 Budget to include funding for Streambank work at the County Farm associated with a Water Quality Brokering Agreement with the Village of Loganville.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that the 2022 Budget be amended to include $50,665 of general fund balance towards the identified project.

Approved for presentation to the County Board by the Land Resources and Environment Committee and Finance Committee, this 21 day of June 2022.

Consent Agenda Item: [ ] YES [ ] 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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 06/15/2022.

Offered and passage moved by: **Land Resources and Environment**

Marty Krueger

Peter Kinsman

Bob Spencer

Brandon Lohr

Valerie McAuliffe

Lynn Eberl

Dennis Polivka

Randy Puttkamer

Finance Committee

Marty Krueger

Thomas Dorner

Lynn Eberl

Mike Flint

Tim McCumber

Fiscal Note: The 2022 LRE Department Budget did not include funding for this project.

MIS Note: No information systems impact. KPB

RESOLUTION #72-2022

Resolution Authorizing a Three-year contract with GLS UTILITY LLC to be the Fiber Locating Service for Sauk County

Resolution offered by the Property Committee

BACKGROUND: Sauk County owns and maintains over 196 miles of fiber optic network cable and conduit throughout the county. Sauk County participates with Digger's Hotline to locate the fiber throughout the county. Sauk County had a long-standing contract with Vannguard Utility locating services to mark the County fiber when a ticket was called into Digger's Hotline. Vannguard Utility notified Sauk County in March of 2022 that as of May 1st, 2022 they would no longer be marking the county's fiber. In between Vannguard Utility no longer providing locating services and getting a new contract established with a new contractor, Building Services Staff have been completing the locates. Bids were requested for a multi-year contract to mark the Sauk County fiber network. Two bidders responded to the request, GLS Utility LLC and Excel Underground LLC. GLS Utility LLC was the most responsive bidder. It is estimated that over the three-year contract with GLS Utility LLC, Sauk County will spend approximately $200,609. The funds for this contract are a part of the Building Services annual contracted services budget.

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

THEREFORE, BE IT RESOLVED THAT, the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to sign a three contract with GLS Utility LLC to be the fiber locating contractor for Sauk County.

Approved for presentation to the County Board by the Property Committee, this 21st day of June 2022.

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: 06/15/2022.

Offered and passage moved by:

Carl Gruber

Mark "Smooth" Detter

Joel Chrisler

Robert Spencer

Tim Teelin

Fiscal Note: Money is budgeted annually in the Building Services contracted services account to cover the locating fees. KLB

MIS Note: No Impact.

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GLS Utility LLC

Regular Call Out	$ 28.50
Emergency	85 / HR
Field Clear	$ 28.50
Watch dog service/Hr	$ 85.00

Excel Underground LLC

Regular Call Out	$ 35.00
Emergency	$ 50.00
Field Clear	$ 20.00
Watch dog service/Hr	$ 50.00

Yr. 1	Yr. 2	Yr. 3	GLS UTILITY LLC
158/Month Avg	174/Month Avg	174/Month Avg	
$ 4,218.00	$ 4,706.40	$ 4,889.25	
425	882.5	918	
$ 142.50	$ 148.00	$ 153.75	
$ 4,860.50	**$ 5,814.90**	**$ 6,042.00**	**Monthly Cost**
$ 58,326.00	**$ 69,778.80**	**$ 72,504.00**	**Annual Cost**

			EXCEL Underground LLC
$ 5,180.00	$ 5,731.95	$ 5,900.49	
$ 250.00	$ 515.00	$ 515.00	
$ 100.00	$ 105.00	$ 105.00	
$ 5,530.00	$ 6,351.95	$ 6,520.49	**Monthly Cost**
$ 66,360.00	$ 76,223.40	$ 78,245.88	**Annual Cost**

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MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
JULY 19, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL: (1) Hazard. ABSENT AND EXCUSED: (2) Clemens and Lohr.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Schell.

4. **Adopt Agenda.** MOTION (T. Spencer/Scanlon). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Schell/Klitzke) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   LAW ENFORCEMENT & JUDICIARY COMMITTEE:
   Resolution 73-2022 To Honor Christine Grieves For Over 20 Years Of Service.
   MOTION (Scanlon/Klitzke) to approve consent agenda item. Motion carried unanimously. ***(Voice vote)***

7. **Scheduled Appearances.** None.

8. **Public Comment.**
   a. Dick Meier, re: ATV routes.
   b. Timothy Esbe, re: UTV routes.
   c. Neil Caflisch, re: UTV.
   d. Kathy Whalen, re: County road UTV routes.
   e. Dan Fleming, re: ATV routes.
   f. Dave Bicknell, re: UTV.

9. **Communications.** *(All communications attached to Granicus)*
   a. 07/14/2022 Letter from U.S. Dept. of State, re: Outstanding achievement in Passport Application Acceptance Program.

10. **Appointments.**
    a. Sauk County Library Board
       Glen Slaats, New Appointment, Citizen Member
       3-year term: 07/19/2022-07/15/2025

b. Sauk County Health Care Center Board of Trustees:
Cindy Bodendein, New Appointment, Citizen Member
3-year term: 07/19/2022-07/15/2025

c. Finance Director:
Lynn Horkan

MOTION (Krueger/Rego). **VOTE:** AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.**

11. **Bills**. None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
    b. Brent Miller
        i. Administrator's report.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.

16. **Unfinished Business.** None.

17. **New Business.**
    HIGHWAY COMMITTEE:
    Ordinance 9-2022 Amendment To Sauk County Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossing And Routes On County Highways. MOTION (T. Spencer/Detter). Sighting a conflict of interest, Supervisor B. Spencer abstained and excused himself from the board room for the remainder of discussion and vote on the ordinance.
    MOTION (Detter/Peper) to amend the ordinance as follows:
    Line 100: *"...designation upon recommendation of the highway commissioner, ~~or~~ Sauk County Sheriff... "*
    Line 101: *"...and/or the municipalities shall immediately report such modification or suspension to the Sauk County Board..."*
    VOTE on motion to amend: AYES: (27) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSTAIN: (1) B. Spencer. ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.**

VOTE on original MOTION (T. Spencer/Detter) Ordinance 9-2022 Amendment To Sauk County Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossing And Routes On County Highways, as amended. AYES: (26) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSTAIN: (2) Teelin and B. Spencer. ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (July 19, 2022).*
Supervisor B. Spencer returned to the board room.

LAND RESOURCES AND ENVIRONMENT COMMITTEE:
Resolution 74-2022 Authorizing Amendments To The Sauk County Farm And Health Care Center Cropland And Pasture Lease Agreements. MOTION (Krueger/Polivka).
Sighting a conflict of interest, Supervisor Kinsman abstained and excused himself from the board room for the remainder of discussion and vote on the ordinance.
VOTE: AYES: (27) Roxen, Spencer, Eberl, Rego, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSTAIN: (1) Kinsman. ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.**
Supervisor Kinsman returned to the board room.

Ordinance 10-2022 Ordinance Amendment To Chapter 7, Sauk County Code Of Ordinance. MOTION (Kinsman/R. Spencer). **VOTE**: AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (July 19, 2022).*

PERSONNEL & INSURANCE COMMITTEE:
Resolution 75-2022 To Ratify The July 1, 2021-December 31, 2023, Collective Bargaining Agreement Between Sauk County And The Wisconsin Professional Police Association (WPPA) L241-Sheriff's Department Sworn Unit. MOTION (T. Spencer/Kinsman). **VOTE**: AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.**

Resolution 76-2022 Authorizing A Contractual Agreement With McGrath Human Resource Group To Provide Professional Services To Conduct The Sauk County Classification And Compensation Analysis. MOTION (Gruber/T. Spencer). **VOTE**: AYES: (28) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Hazard. NAYS: (0). ABSENT AND EXCUSED: (2) Clemens and Lohr. Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 7:05 P.M. MOTION (Schell/Rego) to adjourn until Tuesday, August 16, 2022 at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: August 16, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the July 19, 2022 Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 73-2022

Resolution to Honor Christine Grieves for Over 20 Years of Service

Resolution offered by the Law Enforcement and Judiciary 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 individuals who have served the people of Sauk County with distinction. Christine Grieves faithfully served the people of Sauk County by providing over 20 years of service with the Sauk County Child Support Agency. Christine has been an integral part of the Sauk County Child Support Agency and her knowledge and expertise will be greatly missed.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Christine Grieves an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 12th day of July, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes 36 No _____ as reviewed by the Corporation Counsel, _____, Date: July 12, 2022.

Offered and passage moved by:

Supervisor John M. Deitrich, Chair

Supervisor Kevin Schell

Supervisor Delmar Scanlon

Supervisor David Clemens

Supervisor Sheila Carver

Fiscal Note: No impact. KRB

MIS Note: No information systems impact.

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 9-2022

Ordinance Amendment to Sauk County Code Chapter 15 to Add All-Terrain Vehicle (ATV) and Utility-Terrain Vehicle (UTV) Crossings and Routes on County Highways

Ordinance Amendment offered by Highway Committee

BACKGROUND:
Chapter 15 was originally created and adopted by The Sauk County Board of Supervisors on April 16, 2013, by Ordinance No. 6-2013. Chapter 15 sets forth the procedure and criteria for designating and approving county highway segments and crossings as ATV/UTV routes, and states the applicable rules for trail construction and maintenance, and operation. Over the last nine years multiple requests for routes on County Highways and State Highways have been approved by the County Board. While originally starting as short connecting routes between Town Roads currently over 80% of County Highway mileage are designated as ATV/UTV/Routes. The proposed update to Chapter 15 would open all County Highways as ATV/UTV Routes. The State of Wisconsin Department of Natural Resources has determined that a County Board must approve all ATV/UTV routes on State Highways individually. The state routes are reviewed by the Highway Department and Highway Committee. Sauk Co. Code §15.003 states that if the Highway Committee recommends approval of a route or crossing, an ordinance approving the decision shall be prepared for consideration by the County Board. No route or crossing is approved until action of the County Board.

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

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

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Administrator hereby authorized

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.
Section 2. This ordinance shall take effect the day after passage and publication as required by law.
Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
Section 4. Chapter 15 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

15.001 Authority and purpose. The Sauk County Board has considered the recreational and economic value of all-terrain vehicle (ATV) and utility-terrain vehicle (UTV) trail opportunities while also considering protecting the safety of all motorists and users of the

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

15.002 State laws and definitions adopted. (1) Except as otherwise provided in this chapter, the statutory provisions in Wis. Stat. chs. 23, 340 to 348, and 350 establishing definitions and regulations with respect to ATVs and UTVs, and Wis. Adm. Code. ch. NR 64, All-Terrain Vehicles, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Unless otherwise provided in this chapter, any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this ordinance. Any future amendments, revisions or modifications of the statutes or administrative codes incorporated herein are made a part of this chapter in order to secure uniform statewide regulation of ATVs and UTVs, except to the extent that the provisions of this chapter are more restrictive.

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

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

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

15.004 Designation, modification, suspension and termination of ATV/UTV routes.

(1) All Sauk County Highways are open for ATV/UTV use.

(~~1~~ 2) The Sauk County Highway Department and Sheriff's Department shall monitor existing and review proposed ATV/UTV routes for compliance with this ordinance and to prevent unauthorized or adverse use of county trunk highways or unreasonable interference with other private or public property uses.

(~~2~~ 3) Any individual, municipality, ATV or UTV club or organization may apply for an ATV/UTV route designation along, or a trail crossing over, a county trunk highway if they agree to sponsor the ATV/UTV route as required under Sauk Co. Code ss. 15.007 and 15.008.

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

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

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

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

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

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

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

(b) A copy of designated ATV/UTV routes, along with a map showing their location, shall be kept on file at the highway department, provided to the sheriff's department, and posted on the Sauk County website.

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

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

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

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

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

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

c. Stop the vehicle prior to the crossing.

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

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

f. Comply with all state regulations, codes, statutes and orders pertaining to ATV/UTV operation.

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

(2) A complete application must include the following:

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

trunk highway.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~**(6)** Length of segment requested.~~

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

~~**(8)** Posted speed limit of the roadway.~~

~~**(9)** Traffic volume on requested segment.~~

~~**(10)** Pavement condition (PASER Rating).~~

~~**(11)** Pavement width.~~

~~**(12)** Vertical or horizontal alignment safety concerns.~~

~~**(13)** Crossings free from obstructions.~~

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

~~(15) Sauk County Sheriff review and recommendation.~~

~~(16) Hours of operation on connected local routes.~~

~~(17) Public input.~~

~~15.007~~ 15.006 **Signage of ATV/UTV routes.** **(1)** The sponsor for an ATV/UTV route designation shall pay for the projected cost of procurement and installation of signs relating to the ATV/UTV route, as determined by the highway commissioner. The highway commissioner shall prepare an estimate of the cost of procurement and installation of the signage and furnish the estimate to the sponsor.

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

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

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

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

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

~~15.008~~ 15.007 **Construction and maintenance of ATV/UTV routes, approaches or crossings.** Required construction and maintenance of crossings and routes shall be performed as follows:

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

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

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

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

(5) All construction and maintenance shall be done subject to the rules and

regulations prescribed by the highway department and be performed and completed to the highway department's satisfaction.

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

~~15.009~~ 15.008 **Operation on ATV/UTV routes and crossings. (1)** No person shall operate an ATV or UTV on a county trunk highway unless the county trunk highway has been designated as an ATV/UTV route by the Committee and the Sauk County Board of Supervisors, except for operation that is allowed under state statute or administrative code.

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

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

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

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

(c) ATVs and UTVs shall be operated on a route at a safe speed not to exceed ~~35~~ 45 miles per hour unless a reduced speed is otherwise required by law or roadway conditions.

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

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

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

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

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

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

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

(~~k~~ j) No operator or passenger of an ATV or UTV may possess, in or on an ATV or UTV on any county trunk highway, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken or the contents of the bottle or receptacle have been partially removed or released.

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

~~15.010~~ 15.009 **Enforcement. (1)** This chapter shall be enforced by any law enforcement official as set forth in Wis. Stat. § 23.33(12).

(2) Adoption of this chapter shall not prohibit any law enforcement officer or DNR

warden from proceeding under any other ordinance, regulation, statute, law or order that pertains to the subject matter under this chapter.

~~15.011~~ **15.010 Penalties and remedies.** **(1)** Any person who violates any section of this ordinance or statutes adopted by reference, other than a violation under s. 15.011(3) of this ordinance, shall pay a forfeiture of not less than $50.00 nor more than $500.00 for each offense, as established in Sauk Co. Code ch. 20. Said forfeiture is exclusive of mandatory assessments and costs.

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

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

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

~~15.012~~ **15.011 Severability.** Should any portion of this chapter be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the chapter as a whole or any part thereof, other than the part declared invalid.

Approved for presentation to the County Board by the Highway Committee this 19th day of July, 2022.

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = __X____ 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes BJD No _____ as reviewed by the Corporation Counsel, _____, Date: July 13, 2022.

Offered and passage moved by:

Brian Peper

Terry Spencer

Smooth Detter

Richard Flint

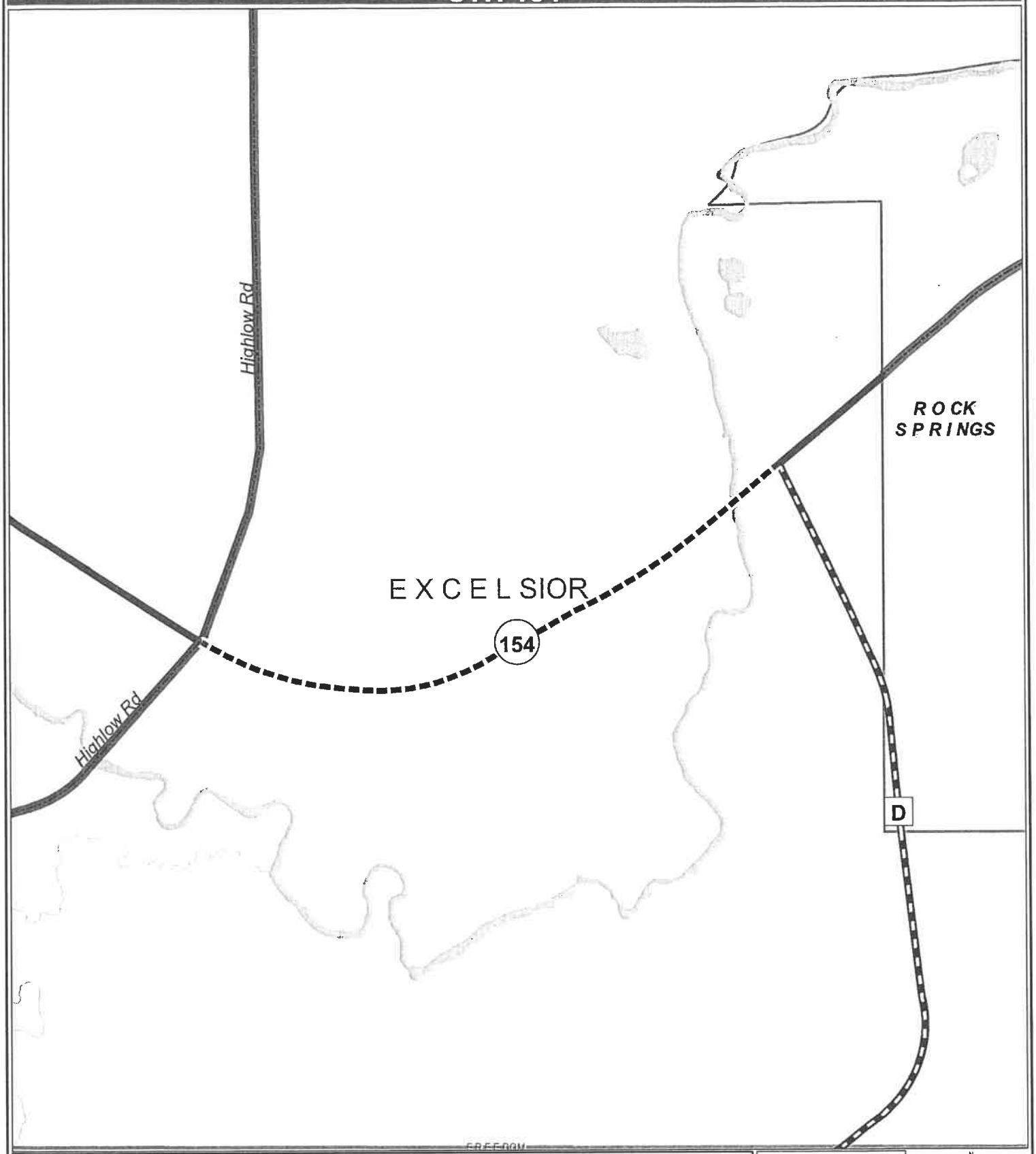
Kevin Schell

Fiscal Note: No Impact. KLP

MIS Note: No Impact.

Sauk County ATV/UTV Routes and Trails

STH 154



ATV/UTV Routes & Trails

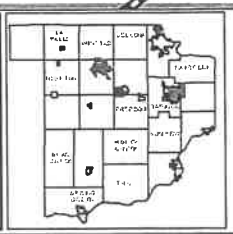
- Sauk County - ATV Off-Road Trails
- Sauk County - City & Village Street ATV Routes
- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV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

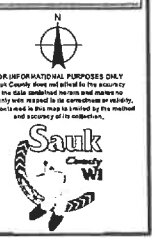
Roadways

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

0 0.05 0.1 0.2 0.3 Miles

Application for ATV/UTV Routes
County & State Highways
Last Updated: May 5, 2022





FOR INFORMATIONAL PURPOSES ONLY
Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.

RESOLUTION # 74-2022

Resolution Authorizing Amendments to the Sauk County Farm and Health Care Center Cropland and Pasture Lease Agreements.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Sauk County owns approximately 294 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 12 acres of cropland are located adjacent to the current Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids for renting this land. Sauk County entered into three lease agreements for such premises that commenced on March 1, 2018 and will terminate on February 28, 2023. In discussions with the operators, the LRE department has suggested changing the lease end date to December 31, 2022 to better align with future activities outlined in the Sauk County Property Master Plan. The amendment to the leases would change the end date to December 31, 2022 and slightly reduce the rental payment for 2022.

WHEREAS, Sauk County entered into three lease agreements for cropland and pasture at the Sauk County Farm and cropland at the Sauk County Health Care Center on March 1, 2018 for a period of five years beginning March 1, 2018 and ending February 28, 2023; and,

WHEREAS, Sauk County and the operators desire to amend the lease agreements based upon terms and conditions set forth within the amendment attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the attached amendment is hereby agreed to and the Administrator and the County Clerk are hereby authorized to execute an amendment to such lease agreement.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19th day of July 2022.

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 BJD No _____ as reviewed by the Corporation Counsel, _____, Date: 07.14.2022.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA

LYNN EBERL

ROBERT SPENCER

VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: The 2022 LRE Budget shows rental payments of $46,657 which includes revenue from the Sauk County Farm Cropland and Pasture and Health Care Center Cropland Lease Agreements. Upon adoption of the proposed resolution, the revenue from rental payments will be $38,656.06.

KPB

MIS Note: No Impact

EXHIBIT A

AMENDMENT TO:

SAUK COUNTY HEALTH CARE CENTER CROPLAND LEASE

SAUK COUNTY FARM CROPLAND LEASE

SAUK COUNTY FARM PASTURE LEASE

THIS LEASE AMENDING AGREEMENT dated this ___day of _____, 2022

BETWEEN:

Sauk County, Lessor

And

Jason Bergman, Lessee

Peter Kinsman, Lessee

Background

A. County of Sauk, "Lessor" and Jason Bergman, "Lessee", and Peter Kinsman, "Lessee", entered into Lease Agreements made for the premises known as the Sauk County Farm located in the Town of Reedsburg, and the Sauk County Health Care Center located in the City of Reedsburg, County of Sauk, and State of Wisconsin dated March 1, 2018.
B. The Lessor and Lessees desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").
C. This Agreement is the third amendment to the Sauk County Farm Cropland Lease.
D. This Agreement is the second amendment to the Sauk County Farm Pasture Lease.
E. This Agreement is the first amendment to the Sauk County Health Care Center Cropland Lease.

IN CONSIDERATION OF the Lessor and Lessees agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements provided below.

Amendments

The Leases are amended as follows:

A. The leases will terminate on December 31, 2022.

B. As a result of the reduction in lease length, the annual rent payment for the Sauk County Farm Cropland will be $35,030.22 and the Sauk County Health Care Center Cropland will be $1,750.

No Other Change

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

Miscellaneous Terms
Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Lessor" and "Lessees" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law
Subject to the terms of the Lease, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Lease Amending Agreement as the date provided.

FOR LESSEE:

Signed this ____ of _____, _____. _____

Jason Bergman, Operator

Signed this ____ of _____, _____. _____

Peter Kinsman, Operator

FOR THE COUNTY OF SAUK (LESSOR):

Signed this ____ of _____, _____. _____

Brent Miller, Administrator

Signed this ____ of _____, _____. _____

Rebecca Evert, County Clerk

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GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 10-2022

Ordinance Amendment to Chapter 7, Sauk County Code of Ordinance

Ordinance Amendment offered by Land Resources and Environment Committee

BACKGROUND:
Petition to the Land Resources and Environment Committee for a text amendment to Chapter 7, Sauk County Code of Ordinance. The request would include amendments to Section 7.011(13), the definition of animal sanctuary to include the words "Animal Rescue"; to Section 7.035(1), Use Table, to allow an Animal Sanctuary/Animal Rescue within the RC Zoning District with the approval of a conditional use permit; and to Section 7.077 Secondary Standards. The proposed text amendment request by the applicant has been further modified by the department to address public health, safety, and general welfare concerns. The proposed amendment would affect all Towns within the unincorporate lands of Sauk County within the agricultural, resource conservancy and rural community zoning districts. The ability to enact the proposed ordinance amendment is granted pursuant to Wis Stats. §. 59.59.

WHEREAS, Sauk County is granted the authority to enact a text amendment pursuant to Wis. Stats. §59.69(5)(e); and,

WHEREAS, the Land Resources and Environment Committee held a public hearing on June 28, 2022 and recommended approval of the ordinance amendment as presented; and,

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect no later than 40 days after the County Board decision unless the majority of towns affected file resolutions with the Sauk County Clerk, approving or disapproving the amendment after passage and publication as required by law.

Section 3. If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. The text amendment is attached as exhibit A:

Exhibit A:

EXISTING TEXT:
s. 7.011(13)
"Animal sanctuary" means a facility where non-livestock animals are brought to live and to be protected and that does not seek to place animals with a person.

s. 7.035 Recreational Uses

Use Table
All uses must meet applicable primary and secondary standards.

Principal Use	(a) SFR	(b) MFR	(c) RUC	(d) COM	(e) RCOM	(f) IND	(g) EA	(h) RC	(i) AG	Secondary Standards
7.035 Recreational Uses										
(1) Animal Sanctuary									C	7.077

s. 7.077

(1) *Setbacks.* All structures associated with animal sanctuaries shall be located no less than 500 feet from any side or rear yard. The setback from the road right of way shall be as specified in Section 7.098.

(2) *Lot size.* Animal sanctuary facilities shall be located on lots containing not less than ten acres.

(3) *Vegetative buffer.* All animal sanctuaries shall meet the vegetative buffer requirements of Section 7.042.

PROPOSED TEXT:

s. 7.011(13)

"Animal rescue or sanctuary" means any facility where homeless, stray, abandoned, rescued or unwanted animals are received, harbored, fostered, maintained or made available for adoption to the general public and which is owned, operated, or maintained by a duly incorporated humane society, animal welfare society, society for the prevention of the cruelty to animals or other nonprofit or tax-exempt organization devoted to the welfare, protection or humane treatment of animals. This does not include the harboring of exotic species which have been bred in captivity or taken from the wild and tamed.

s. 7.035 Recreational Uses

Use Table										
All uses must meet applicable primary and secondary standards.										
Principal Use	(a) SFR	(b) MFR	(c) RUC	(d) COM	(e) RCOM	(f) IND	(g) EA	(h) RC	(i) AG	Secondary Standards
7.035 Recreational Uses										
(2) Animal Rescue or Sanctuary			C					C	C	7.077

s. 7.077

(1) Permits. A copy of all state and federal permits shall be submitted to the Department and maintained as necessary.

(2) *Setbacks.* All structures and enclosed outside areas utilized for housing animals shall be located no less than 200 feet from any property line. The setback from the road right of way shall be as specified in Section 7.098.

(3) *Vegetative buffer.* All animal sanctuaries shall meet the vegetative buffer requirements of Section 7.042.

(4) Waste. A waste disposal plan shall be submitted. Wastes from livestock animals shall

be the only waste allowed to be land spread.
(5) Escape. All outdoor runs shall be fenced to prevent animals from escaping.
(6) Overnight care. All overnight care of animals must occur indoors.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19th day of June 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes 3-10 No _____ as reviewed by the Corporation Counsel, _____, Date: June 28, 2022.

Offered and passage moved by: Land Resources and Environment Committee

Martin F. Krueger
MARTY KRUEGER

PETER KINSMAN

DENNIS POLIVKA

Lynn Eberl
LYNN EBERL

BRANDON LOHR

Valerie McAuliffe
VALERIE MCAULIFFE

ROBERT SPENCER

Randall Puttkamer
RANDALL PUTTKAMER

Fiscal Note: Not applicable. KLB

MIS Note: Not applicable.

RESOLUTION # 75-2022

Resolution to Ratify the July 1, 2021 – December 31, 2023, Collective Bargaining Agreement Between Sauk County and the Wisconsin Professional Police Association (WPPA) L241-Sheriff's Department Sworn Unit

Resolution offered by the Personnel and Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin: July 19, 2022

BACKGROUND:
The existing collective bargaining agreement between Sauk County and WPPA L241 (Sheriff's Department Sworn Unit) expired on June 30, 2021. The Personnel and Insurance Committee has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar dates of July 1, 2021 through December 31, 2023. In accordance with Wis Stats. 111.70/111.77, certain sworn law enforcement officers maintain collective bargaining rights.

The provisions of the tentative agreements reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties and municipalities, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County. Therefore, the Personnel and Insurance Committee, after careful consideration and review, believes the provisions of the tentative agreement as being in the best interest of Sauk County.

THEREFORE, BE IT RESOLVED, the Sauk County Personnel and Insurance Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement, set forth in more detail in the attached summary.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 11th day of July, 2022

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 BJD No _____ as reviewed by the Corporation Counsel, _____, Date: July 11, 2022

Offered and passage moved by:

Supervisor Terry Spencer

Supervisor Carl Gruber

Supervisor Peter Kinsman

Supervisor Robert Prosser

Supervisor Jake Roxen

KLB

Fiscal Note:

		2021*		2022		2023
Full-Time Equivalents		93		93		93
Wages, Overtime with Across-the-Board (ATB) Change		5,920,720		6,098,075		6,230,200
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)		1,212,563		1,276,937		1,378,120
Health & Life Insurance		1,331,788		1,423,590		1,550,172
Total Package Cost With Cost of Living Adjustment		8,465,071		8,798,602		9,158,492
Change from Prior Year Dependent on This Action	%	$	%	$	%	$
Wages, Overtime with Across-the-Board (ATB) Change	1.75%	101,831	3.00%	177,355	2.17%	132,125
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)	3.01%	35,402	5.31%	64,373	7.92%	101,183
Total Change from Prior Year Dependent on This Action	1.96%	137,233	3.39%	241,728	2.65%	233,308
Health (2021=+3.90%, 2022=+6.90%, 2023=+8.90% est'd) & Life Insurance (increase not dependent on this action)	3.90%	49,941	6.89%	91,802	8.89%	126,582
Total Change from Prior Year	2.26%	187,173	3.94%	333,531	4.09%	359,890

Changes include:
1/1/2021 +1.25% on all rates (previous contract)
7/1/2021 +1.00% on all rates
1/1/2022 +1.00% on all rates, and adjust step progression
7/1/2022 +1.00% on all rates
1/1/2023 +2.00% on all rates
12/1/2023 +2.00% on all rates
*2021 includes previous contract that expired 6-30-2021 and this agreement

MIS Note: No MIS impact.

2.01 - RECOGNITION. The municipal employer recognizes WPPA L241 as the exclusive bargaining representative of all employees of the Sheriff's Department excluding the positions of Sheriff, Chief Deputy, Captain, Lieutenant, Sergeant, Communications Supervisor, Office Manager, Clerk, Telecommunicator, Administrative Assistant-Jail, Administrative Services Supervisor, temporary and part-time employees working six hundred (600) hours per year or less as the appropriate unit for purposes of collective bargaining with respect to wages, hours and working conditions of employment pursuant to the unit of clarification by the WERC, Case 172 No. 68097 ME-4174 and the Memorandum of Understanding dated December 11, 2009, which splits WPPA L241 in a sworn and non-sworn unit.
Comment: removed Financial Analyst

3.03 - SMOKE, ALCOHOL, AND DRUG FREE WORKPLACE. The Union recognizes that Sauk County is a smoke, alcohol, and drug free workplace and will be consistent with policies set forth in 13.055, 13.056, and 13.057 of Chapter 13 of the Sauk County Code of Ordinances.
Comment: removed old ordinance sections

9.08 - PROMOTION/JOB TRANSFER. A promoted or transferred employee shall serve an introductory period of eighteen (18) months for the Security, Patrol, and Detective Divisions.

10.01 - CONTRACT WAGE RATES. Salary and classifications listed in Addendum "A" (wage rates):

a. Effective with the pay period that includes July 1, 2021 – 1.0% ATB (all divisions)
b. January 1, 2022 – 1.0% ATB (all divisions)
c. January 1, 2022 – 0.5% ATB (all divisions) for Step 5 only
d. Effective with the pay period that includes July 1, 2022 – 1.0% ATB (all divisions)
e. January 1, 2023 – 2.0% ATB (all divisions)
f. Effective with the pay period that includes December 1, 2023 – 2.0% ATB (all divisions)

Backpay shall apply to members of the bargaining group currently on the payroll as of union ratification and those who have retired per Wisconsin Retirement System (WRS) guidelines, as well as those who remain employed with the Sheriff's Office in another capacity.

10.03 - COMPENSATORY TIME.

a. Security and Detective Divisions

i. Compensatory Time in Lieu of Overtime: Employees of the Security and Detective Divisions shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of forty (40.0) for 5/2 schedules and thirty-six (36.0) for 4/2 schedules hours of compensatory time. Compensatory time is paid at time and one half the straight time rate. Compensatory time will accrue to the employee's "bank" at the end of the employee's established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his/her designee subject to the provisions of section 11.02(b). The scheduling of compensatory time shall be on a first come, first served basis.

ii. Compensatory Time Usage: Employees must request the use of compensatory time hours at least ten (10) business days in advance of its use. Employees' immediate

supervisor may honor requests upon shorter notice. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.

b. Patrol Division

i. Compensatory Time in Lieu of Overtime: Employees of the Patrol Division shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of twenty-four (24.0) hours of compensatory time. Compensatory time is paid at time and one half the straight time rate. Compensatory time will accrue to the employee's "bank" at the end of the employee's established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his/her designee subject to the provisions of section 11.02(d). The scheduling of compensatory time shall be on a first come, first served basis.

ii. Compensatory Time Usage: Patrol Division employees may use compensatory time in increments not to exceed four (4) hours, used exclusively to leave their shift early or arrive to shift late. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.

Payout of Compensatory Time: Any accumulated compensatory will be paid out to employees no later than the last paycheck in December of that year. Compensatory time shall not be accumulated from the end of the pay period of the next-to-last check date in December through the end of the year. Compensatory time can be accumulated again upon the new year. Upon termination, employees shall be paid the balance of their compensatory time bank at the rate equal to the employee's normal hourly rate. The appropriate rate of pay for the payout will be that which is in effect at the time of the payout.

d. Rights of the Sheriff: Nothing contained herein shall be construed as to abrogate the constitutional or statutory rights of the Sheriff.

Comment: removed first check in November

10.05 - MEALS.

a. Security and Detective Division employees are entitled to a forty (40) minute lunch during his/her normal shift. Any employee required to extend his/her normal shift beyond ten (10) hours shall be entitled to a second meal break. Subject to reasonable administrative regulations, employees working on the road during the third shift may be allowed to take their meals at their home.

b. Patrol Division employees are entitled to two (2) 30-minute breaks for each 12-hour shift worked, and one (1) 30-minute break for each 8-hour shift worked.

10.08 TWELVE (12) HOUR SHIFT SCHEDULE/ROTATION. Members of the patrol division shall have a 12-hour shift schedule/rotation. The 12-hour shift schedule/rotation shall consist of four (4) teams. [Days A, Days B, Nights A, Nights B] Days A and B will work a split shift of [5am-5pm/6am-6pm] and Nights A and B will work a split shift of [5pm-5am/6pm-6a m]. Days A and B and Nights A and B schedules shall be opposite "days-on" and "days-off' from each other on the following fourteen (14) day rotation:

a. 2 on- 2 off/ 3 on- 2 off/ 2 on-3 off during a 14-day cycle (i.e., Mon-Tues ON-- Weds-Thurs OFF / Fri-Sat-Sun ON - Mon-Tues OFF/ Wed-Thurs ON-Fri-Sat-Sun OFF)
b. An officer's "shift working date" is the actual date the shift begins.
c. One eight (8) - hour day will be implemented into the fourteen (14) day rotation for each Deputy. This 8-hour day will be flexible for training, special team call outs and other assignments. Management reserves the right to adjust the 8-hour day with a five (5) day notice. Management will assign the short days.
d. Shift Differential: Night Shift A and B [5pm-5a m/6pm-6a m] shall receive shift differential ($.25 cents an hour) as provided for in Article 10, Section 10.06.
e. Excluding exigent circumstances, deputies shall take a minimum of eight (8) continuous hours of rest in each 24-hour period.

10.09 ORDER-INS. When staffing levels for the patrol division are below the number deemed necessary for any reason, including but not limited to: staffing shortages, immediate emergency shortages, special events, etc. and the needs are not met voluntarily, the patrol division call in list will be utilized for order-in. Order-in procedures will follow as:

a. Each shift and stack will be an exclusive order-in list. (Days A, Days B, Nights A, Nights B).
b. Order-ins for deputies will be rotating based on reverse seniority in their designated stacks.
c. Deputies are subject to order-ins on their regular days off.
d. Deputies can fulfill their "turn" in the order-in rotation by volunteering or being ordered to work a minimum of 2 hours in a patrol function. This does not include volunteering for special details.
e. Deputies will get one "Pass" per calendar year

10.10 CANINE HANDLER SCHEDULE. The canine handler(s) shall end assigned shifts (1) hour earlier for each 12-hour shift in order to work an eleven (11) - hour shift to accommodate care of K-9. The canine handler(s) shall end assigned shifts (1) hour earlier for each 8-hour shift worked in order to work a 7-hour shift to accommodate care of K-9.

11.01 - VACATION ACCRUAL. All employees covered by this Agreement shall be entitled to one (1) week of vacation after six (6) months of service. Employees shall be entitled to an additional week after twelve (12) months and two (2) weeks after each additional year up to seven (7) years of service and three (3) weeks of vacation after seven (7) years. One (1) additional day of vacation shall be granted for each year of employment after eight (8) years but not to exceed four (4) weeks. The workweek under this section shall be defined as applying only to six (6) working days and two (2) days off. Full time employees shall accrue vacation on a basis of the shift they are assigned to work during the period of accrual, either 8 hour or 8.5 hours. Full time members of the patrol division shall accrue vacation in eight (8) hour increments. Vacation is accrued to the employee in hourly increments when earned, however vacation may not be used until the employee is eligible to use such vacation as indicated above.
Comment: reduced from eight (8)

11.02 - VACATION AND COMPENSATORY TIME APPROVAL.

a. Vacation schedules must be approved by the department head. In the event that two (2) or more applications for the same vacation period are submitted simultaneously, seniority shall

prevail, otherwise vacation slots shall be on a first-come, first-preference basis. Availability of personnel and overtime costs being recognized as managerial concerns, it is understood that, while management will not always be able to grant every request, no other criteria will be arbitrarily introduced as deciding factors in the vacation or compensatory time off approval decision-making process

b. Vacation or compensatory time off days in the detective division may be granted to one employee within the division, per shift, on the same date(s) at the discretion of the immediate supervisor..

c. In the Security Division (Jail), vacation leave will be granted on the basis of minimum staffing levels when court is not in session; minimum staffing plus one when court is in session.

d. In the Patrol Division, vacation leave may be used in increments up to and including twelve (12) hours. Between Labor Day and Memorial Day, when one employee is already approved for vacation, a second employee may be considered for vacation time. The second employee shall request vacation per departmental procedures and shall be notified of the status of the request within four (4) calendar weeks of the request. Management retains the right to recall the vacation approval within forty-eight (48) hours of the shift start. Employee's immediate supervisor may honor requests upon shorter notice, if possible. No vacation will be granted on weekends from the Friday of Memorial Weekend to the Monday of Labor Day Weekend with the exception of one (1) 12-hour day per employee. For the purpose of this agreement, weekends are defined as Friday starting at 5 AM until Monday at 5:00 AM.

e. In the event a vacation request cannot be approved, the employee may:

i. Trade a shift with another qualified employee (Note: members of the patrol division shall not owe more than thirty-six (36) hours in shift trades combined); or

ii. As a last resort, make a written appeal to the Sheriff or designee.

f. Any employee using a vacation day in conjunction with his or her assigned days off will not be subject to order-in while observing said days off or vacation days, but will remain "first-up" on an order-in list upon his or her return to duty.

11.05 - VACATION CARRYOVER. Employees have the ability to carry over a maximum of forty-two and one-half (42.5) hours of vacation pay to the ensuing calendar year; provided the hours carried over are used by the end of the anniversary service month and will not be paid out. Members of the patrol division have the ability to carry over a maximum of thirty-six (36) hours. Vacations are not accumulative and should be completed during the twelve (12) month period following the anniversary date.

11.08 - PAID HOLIDAYS. Security Division employees who work on holidays shall, at their option, be paid either time and one-half (1 ½) times plus straight time for all hours worked during a regularly scheduled shift, or receive a floating holiday compensatory time for (hours worked not to exceed 8.0 or 8.5) in lieu of being paid. Patrol Division employees who work on holidays shall be paid time and one-half (1 ½) times plus eight (8) hours of holiday pay at straight time, with the exception of Good Friday and Christmas Eve will be four (4) hours of holiday pay at straight time and cannot receive a floating holiday. Security and Detective Division employees who do not work on holidays are entitled to the normal pay for the shift currently assigned as of that holiday. Patrol Division employees who do not work on holidays are entitled to 8.0 hours of their normal pay. Employees who work shifts other than the five-day schedule shall have the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Four (4) hours on Good Friday
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Four and one half (4.5) hours on Christmas Eve
- Christmas Day
- New Year's Eve

All employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such employees will be entitled to another vacation day. If a holiday falls during a time an employee is scheduled to work but is on sick leave, he/she shall receive holiday pay and not be charged sick leave for that day.

Employees who work a five-day schedule shall have the following holidays in lieu of those enumerated above for other employees:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

12.02 - SICK LEAVE CREDIT. Sick Leave Credits may be accrued as follows:

1) All Sheriff's Department employees being represented for whom vacation periods are provided shall be given sick leave with pay at the rate of one (1) day, or eight(8) hours, of sick leave for each completed calendar month of compensated service. The term "each completed calendar month of compensated service" shall be construed to mean any calendar month in which the employee has completed thirteen (13) days of compensated service. This definition applies to all employees of the Sheriff's Department engaged in service of the County except part-time and seasonal employees or employees who are on a per diem basis. Upon the completion of the first six months of continuous employment, employees of this bargaining group may utilize accrued sick leave balances. Members of the Patrol Division may use sick leave in increments up to and including twelve (12) hours.

2) No employee shall be credited with an accumulation of more than one hundred and twenty (120) days of sick leave credits at any time. Employees regularly working the twelve (12) hour rotation shall not exceed 1,020 hours in their accrual bank. No employee shall be permitted to take more than one hundred and twenty (120) days of sick leave in any one (1) calendar year. Employees shall not be required to use sick leave in case of an on-the-job injury. Any employee having unused sick leave on the date of retirement, provided the employee has reached age fifty (50) if employed in a protective occupation as classified by the Wisconsin Retirement System, or age fifty-five (55) if employed in a non-protective occupation as classified by the Wisconsin Retirement System, and

the employee qualifies for an annuity under the Wisconsin Retirement System, shall be able to either:

a. Employees hired on or after January 1, 2017, shall be able to receive sixty (60%) of the cash value of the employee's accrued sick leave paid to the employee less applicable deductions;

b. Employees hired on or before December 31, 2016, shall be eligible to convert seventy (70.0%) thereof to purchase continuing health insurance under the County's Employee Health Insurance Plan; or,

c. The employee may, at his/her discretion, receive one hundred percent (100%) the cash value of the conversion privilege in lieu of any right to further participation in the County's Employee Health Insurance Plan; the choice is irrevocable and must be made upon notice of intent to retire.

3) Any employee who has accumulated one hundred twenty (120) days of sick leave will have a Special Catastrophic Sick Leave Account established for his/her personal benefit; additional sick leave will be accredited to this account at the rate of one-half (1/2) day for each completed calendar month of compensated service during which the employee has maintained one hundred twenty (120) days of accumulated regular sick leave. The Special Catastrophic Sick Leave Account may only be drawn from to cover eligible absences under Section A above, where the employee has previously exhausted all accumulated regular sick leave. Sick leave credited to this special account may only be used for medically documented, eligible absences and shall not be used in any other manner for any purpose, whatsoever.

4) In the event an active employee dies, sick leave will be paid out to the beneficiaries of the employee at a rate of 100%.

12.05 - BEREAVEMENT LEAVE. Employees shall be entitled to bereavement leave in the event of the death of an employee's spouse, child, parent, brother, sister, stepparent, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild. This leave is separate from any benefit accruals and if additional leave time is required beyond that specified in this section, the additional leave time may be taken and deducted from the employee's vacation or compensatory time. Payment for bereavement leave shall only be for days lost from the regular schedule of the employee. The employee may be required to furnish proof satisfactory to the county of the death and relationship to the deceased. Members of the patrol division shall be entitled to two (2) days of bereavement leave per occurrence, members of the security and detective divisions shall be entitled to three (3) days of bereavement leave per occurrence.
Comment: amended from funeral leave

14.01 Longevity.

Effective January 1, 2022, employees shall receive longevity pay in accordance with Table B.

Table B.

Longevity Period	Step
Hiring (was hiring)	Step 1

2 years (was 24 month)	Step 2
3 years (was 5yrs)	Step 3
6 years (was 10yrs)	Step 4
8 years (was 15yrs)	Step 5

15.02 - EFFECTIVE DATES. This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect until and including December 31, 2023, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either prior to July 1, 2023, or any first day of July of any effective year of this Agreement thereafter.

APPENDIX A – WAGES

Pay Period that Includes July 1, 2021
(1.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (12 month)	Step 3 (24 month)	Step 4 (5 years)	Step 5 (10 years)	Step 6 (15 years)
1	**Deputy Security**	$23.02	$24.84	$25.35	$26.34	$26.88	$27.72
2	**Deputy Patrol**	$25.99	$26.55	$27.58	$28.94	$30.42	$31.68
3	**Detective**	$27.58	$28.14	$29.00	$30.13	$31.27	$32.69

January 1, 2022
(1.00% ATB, restructure, 0.50% for Step 5, All Divisions)

Prior 2022	Step 1 (Hiring)	Step 2 (12 month)	Step 3 (24 month)	Step 4 (5 years)	Step 5 (10 years)	Step 6 (15 years)
January 1, 2022	***Hiring (Was Hiring)***	***2 years (was Step 3, 24 months)***	***3 years (was Step 4, 5 years)***	***6 years (was Step 5, 10 years)***	***8 years (was Step 6, 15 years)***	***ELIM***

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	**Deputy Security**	$23.25	$25.60	$26.60	$27.15	$28.14
2	**Deputy Patrol**	$26.25	$27.86	$29.23	$30.72	$32.16
3	**Detective**	$27.86	$29.29	$30.43	$31.58	$33.18

Pay Period that Includes July 1, 2022
(1.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	**Deputy Security**	$23.48	$25.86	$26.87	$27.42	$28.42
2	**Deputy Patrol**	$26.51	$28.14	$29.52	$31.03	$32.48
3	**Detective**	$28.14	$29.58	$30.73	$31.90	$33.51

318

319 ***January 1, 2023***
320 ***(2.00% ATB, All Divisions)***

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	**Deputy Security**	$23.95	$26.38	$27.41	$27.97	$28.99
2	**Deputy Patrol**	$27.04	$28.70	$30.11	$31.65	$33.13
3	**Detective**	$28.70	$30.17	$31.34	$32.54	$34.18

321

322

323 ***Pay Period that Includes December 1, 2023***
324 ***(2.00% ATB, All Divisions)***

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	**Deputy Security**	$24.43	$26.91	$27.96	$28.53	$29.57
2	**Deputy Patrol**	$27.58	$29.27	$30.71	$32.28	$33.79
3	**Detective**	$29.27	$30.77	$31.97	$33.19	$34.86

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RESOLUTION # 76-2022

Resolution Authorizing a Contractual Agreement with McGrath Human Resource Group to Provide Professional Services to Conduct the Sauk County Classification and Compensation Analysis

Resolution offered by the Personnel and Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin: July 19, 2022

BACKGROUND: Sauk County government serves a population of approximately 65,750 residents. The County currently has nearly 650 full-time and part-time employees, 550 of which are non-union. Sauk County's current compensation plan was developed in 2013 and implemented mid-year in 2014. During the past 8 years, only isolated minor updates have occurred. We have an aging workforce and over the next five years approximately 37% of our workforce will be eligible for retirement, and a valid compensation plan will be critical to our efforts to attract qualified replacements.

WHEREAS, the 2022 budget, as adopted by the Sauk County Board of Supervisors, authorized an operational analysis of the Sauk County Classification and Compensation Plan for all employees (excluding sworn members of WPPA Local 241); and

WHEREAS, a Request for Proposal (RFP) was developed and issued to elicit bids from qualified firms to conduct a Classification and Compensation Analysis,

WHEREAS, a review panel consisting of the Administrator, Corporation Counsel, Finance Director, and Human Resources Director reviewed and analyzed the five proposals received based on the experience/reliability (30 out of 120 points), expertise of personnel (30 out of 120 points), method of performance (30 out of 120 points), and cost (30 out of 120 points) and,

WHEREAS, based on the review panel's analysis, the Personnel and Insurance Committee recommend McGrath Human Resource Group to conduct the Classification and Compensation Analysis.

THEREFORE, BE IT RESOLVED, that the Administrator be and hereby is authorized to enter into such contract with McGrath Human Resource Group, with Corporation Counsel's review of said contract, in an amount not to exceed $77,695.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 11th day of July, 2022

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 BTD No _____ as reviewed by the Corporation Counsel, _____, Date: July 11, 2022.

Offered and passage moved by:

Supervisor Terry Spencer

Supervisor Robert Prosser

Supervisor Carl Gruber

Supervisor Peter Kinsman

Supervisor Jake Roxen

Fiscal Note: The 2022 budget includes $80,000 of American Rescue Plan Act (ARPA) funds.

	Cost	Subsequent Year Reclassification Reviews	Subsequent Year Annual Costs
Carlson Dettman	$96,500	$275 each	N/A
EverGreen Solutions	$54,500	Indeterminate	Indeterminate
JER HR Group	$84,500	$0	$20,000 annually
McGrath Human Resources Group	$77,695	$175 each	N/A
REDW	$126,400	$250 per hour	$16,500

KPB

MIS Note: No MIS impact

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
AUGUST 16, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL: (1) Krueger. NOT PRESENT FOR ROLL CALL: (1) Clemens .

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Polivka.

4. **Adopt Agenda.** MOTION (T. Spencer/Scanlon). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Klitzke/Gruber) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

   *Supervisor Clemens arrived @ 6:05 P.M.

6. **General Consent Agenda Items.**
   LAW ENFORCEMENT & JUDICIARY COMMITTEE:
   Resolution 77-2022 To Honor Mark Rabata For Over 29 Years Of Service.
   Resolution 78-2022 To Honor Jan Hamer For Over 23 Years Of Service.

   MOTION (Klitzke/Scanlon) to approve consent agenda items. Motion carried **unanimously.** ***(Voice vote)***

7. **Scheduled Appearances.**
   Ken Lucht, AVP, Watco Companies re: Wisconsin & Southern Railroad.

8. **Public Comment.**
   a. Steve Paske, re: County covid posture.

9. **Communications.** None.

10. **Appointments.**
    a. Pink Lady Rail Transit Commission
       Kurt Muchow, New Appointment, Citizen Member- to finish out John Geoghegan's term on the Pink Lady Trail Commission and to the next 2-year term.
       Term: 08/16/2022-11/08/2024

MOTION (Peper/Kreger). **VOTE:** AYES: (30) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). Motion carried **unanimously.**

11. **Bills**. None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required**.
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
    b. Brent Miller
        i. Administrator's report.
        ii. Second Quarter Financial Report. (Lynn Horkan, Finance Director)
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.

*Supervisor Hazard was excused at 6:50 P.M.

16. **Unfinished Business.** None.

17. **New Business.**
AGING & DISABILITY RESOURCE CENTER AND VETERAN'S SERVICE OFFICE COMMITTEE:
Resolution 79-2022 To Withdraw From The Eagle Country ADRC And Establish The Sauk County ADRC As A Standalone Agency. MOTION (Polivka/T. Spencer). Susan Blodgett, Director, Aging & Disability Resource Center of Sauk County, responded to supervisor's questions. **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). ABSENT AND EXCUSED: (1) Hazard. Motion carried **unanimously.**

EXECUTIVE & LEGISLATIVE COMMITTEE:
Resolution 80-2022 Authorizing A Contract For Services With Axim Geospatial. MOTION (Gruber/Klitzke). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). ABSENT AND EXCUSED: (1) Hazard. Motion carried **unanimously.**

LAND RESOURCES AND ENVIROMENT COMMITTEE:
Resolution 81-2022 Authorizing The Director Of Land Resources And Environment To Enter Into A Memorandum Of Understanding With The Sauk Soil & Water Improvement Group.
MOTION (Kinsman/Polivka). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). ABSENT AND EXCUSED: (1) Hazard. Motion carried **unanimously.**

LAW ENFORCEMENT & JUDICIARY AND FINANCE COMMITTEES:
Resolution 82-2022 To Amend The 2022 Budget For Allocation Of ARPA Funds For In-Car Squad Cameras And Body Cameras. MOTION (R. Spencer/Dorner). **Requires 2/3 vote*. **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). ABSENT AND EXCUSED: (1) Hazard. Motion carried **unanimously.**

LAW ENFORCEMENT & JUDICIARY COMMITTEE:
Resolution 83-2022 To Designate The Sauk County Sheriff Office Dispatch Center As The One Public Safety Answering Point Eligible For Grant Funds. MOTION (Carver/Scanlon). **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). ABSENT AND EXCUSED: (1) Hazard. Motion carried **unanimously.**

PROPERTY COMMITTEE:
Resolution 84-2022 Authorizing To Contract With InSITE Consulting Architects, LLC For Architectural Engineering Design For Specified Areas At The Courthouse And West Square Administration Facilities.
MOTION (R. Spencer/Gruber). Ian Crammond, Facilities Manager, responded to supervisor's questions. **VOTE:** AYES: (29) Roxen, Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Krueger. NAYS: (0). ABSENT AND EXCUSED: (1) Hazard. Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 7:15 P.M. MOTION (Rego/T. Spencer) to adjourn until Tuesday, September 20, 2022 at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: September 20, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the August 16, 2022 Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 77-2022

Resolution to Honor Mark Rabata for Over 29 Years of Service

Resolution offered by the Law Enforcement & Judiciary Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Mark faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Mark started on March 15, 1993 as a Jailer. In May of 2000, he moved to a Patrol Deputy. In May of 2018, he became the Court Security Sergeant where he remained and retired as of July 1, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Mark Rabata for over 29 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Mark Rabata an appropriate certificate and commendation as a token of or esteem.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 16th day of August, 2022

Fiscal Impact: [X]None [ ] 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: 08/10/2022

Approved for presentation to the County Board by the _____ Committee this _____ day of _____, 2022.

Offered and passage moved by:

John Deitrich

Kevin Schell

David Clemens

Sheila Carver

Delmar Scanlon

Fiscal Note: No Impact

MIS Note: No impact

RESOLUTION # 78-2022

Resolution to Honor Jan Hamer for Over 23 Years of Service

Resolution offered by the Law Enforcement & Judiciary Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Jan faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Jan started on April 26. 1999 as a Jailer. In June of 2012, she became a Jail Sergeant where she remained and retired as of August 9, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Jan Hamer for over 23 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Jan Hamer an appropriate certificate and commendation as a token of or esteem.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 16th day of August, 2022

Fiscal Impact: [X]None [ ] 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: 08.10.2022

Approved for presentation to the County Board by the _____ Committee this _____ day of _____, 2022.

Offered and passage moved by:

John Deitrich

Kevin Schell

David Clemens

Sheila Carver

Delmar Scanlon

Fiscal Note: No Impact

MIS Note: No impact

SAUK COUNTY
WISCONSIN

Accounting Department

Kerry P. Beghin, CPA
Finance Director
505 Broadway, Baraboo, WI 53913

PHONE: 608-355-3237
FAX: 608-355-3522
E-Mail: kerry.beghin@saukcountywi.gov

To: Sauk County Board of Supervisors
Date: August 04, 2022
About: June, 2022 2nd Quarter Financial Report – 50.00% of Year

Revenues

Overall, 31.02% of annual revenues have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12th every month, and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Grants & Aids	38,462,251	6,511,015	(31,951,236)	16.93%
User Fees	9,770,017	3,830,771	(5,939,246)	39.21%
Sales Tax	9,482,726	4,662,089	(4,820,637)	49.16%
Intergovernmental Charges	9,003,831	4,583,571	(4,420,260)	50.91%
Licenses & Permits	877,939	685,424	(192,515)	78.07%
Other Taxes	743,195	369,404	(373,791)	49.70%
Rent	688,825	413,343	(275,482)	60.01%
Fines, Forfeitures & Penalties	505,100	285,928	(219,172)	56.61%
Miscellaneous	265,068	172,361	(92,707)	65.03%
Interest	208,025	187,402	(20,623)	90.09%
Donations	107,250	48,891	(58,359)	45.59%
Total	70,114,227	21,750,198	(48,364,029)	31.02%

- Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. The County incurs the expenses, submits the paperwork to primarily the State, and reimbursement comes later. For this reason, many grant dollars lag the percentages. Grants and aids are the highest revenue source for the County other than property taxes. Additionally, the grants and aids budget includes American Rescue Plan Act funds of $8,660,007 which have only been minimally spent to date, so only minimally recognized. In Human Services, many Wisconsin Department of Health & Family Services payments are received in July for the first half of the year, approximately $3.2 million. Transportation aids of $1,602,000 are received 25% in January, 50% in July, and 25% in October. Local road improvement funds of $1,000,000 are received in December. Shared revenue of $771,800 is received 15% in July and 85% in November. CDBG Close Federalized grant funds of $375,000 will not be received until project(s) are completed.
- User fees seem to be generally on track for the first half of 2022; however, 75% of the County's user fees are generated by the nursing home. With staffing shortages, the Health Care Center has needed to limit admissions, so these revenues are lagging.
- Licenses and permits largely relate to retail food licenses issued by Environmental Health. Budgeted at $485,000, these dollars are generally received in May through June.
- Fines, forfeitures and penalties are typically highest in the summer months.
- Interest earned on invested funds is rebounding as 2022 progresses. Budgeted interest was set conservatively low.
- Donations are slightly lower than budgeted due to congregate mealsites being limited due to COVID restrictions. Losses are moderated by successful restaurant model meal provision and home delivered meals donations.

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of July 31, 2022 follow. This means uncollected delinquent taxes due to Sauk County equal $8,971,690, which is $2,651,370 more than a year ago at this time. The increase is a function of the due date of July 31 being on a weekend, allowing additional time until the following Monday for timely payments. Also, payments by credit card have more than doubled. Timely credit card payments take an extra few days to clear the banks. If the impact of weekend due dates and credit card payments is taken into account, collections are $60,000 better in 2022 than in 2021. Of this total, about 23.87% (about $2,160,000) was originally levied to fund County operations. The remaining 76.13% was originally levied by schools and other local governments. The second installment of the 2021 levy, collected 2022, was due July 31, 2022.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of July 31, 2022	Percent of County-Wide Levy Collected
2021	2022	$3.85	30,894,764	138,100,508	7,862,161	94.31%
2020	2021	$4.33	32,260,337	135,031,406	488,175	99.64%
2019	2020	$4.44	31,730,876	132,115,600	302,213	99.77%
2018	2019	$4.53	31,162,356	128,506,425	151,473	99.88%
2017	2018	$4.68	30,969,018	124,864,925	93,865	99.92%
2016	2017	$4.72	30,351,664	122,692,581	9,281	99.99%
2015	2016	$4.76	30,183,042	123,046,787	8,982	99.99%
2014	2015	$4.97	29,878,110	121,004,422	10,120	99.99%
2013	2014	$4.79	28,854,774	124,273,971	18,316	99.99%
2012	2013	$4.66	28,531,297	122,259,549	10,456	99.99%
2011	2012	$4.54	28,531,297	121,315,933	9,401	99.99%
2010	2011	$4.42	28,531,297	122,553,732	7,246	99.99%
Uncollected Taxes as of July 31, 2022					*8,971,690*	
One Year Ago - Uncollected Taxes as of July 31, 2021					*6,320,320*	

Sales tax receipts lag the month of sale by two months. For instance, for sales made at stores during January, vendors report and remit the sales tax to the State at the end of February, the State processes the information throughout March, and the County receives its payment at the end of March or possibly even the first part of April. Therefore, the County's financial reports as of the end of March only contain sales made through February. Further, sales tax is not at all received equally each month through the year. Summer receipts and the December holidays are higher. Sauk County increased its sales tax budget for 2022 to $9,482,726.

Adjusting the budget for historical seasonal receipts, 2022 sales tax collections are ahead of budget at this point.

Sales Tax Payment Month	Sales Tax Sales Month	2017	2018	2019	2020	2021	2022	Average 2017-2021 Cumulative % of Year	Actual 2022 Cumulative % of Budget
March	January	601,459	583,943	572,392	595,656	613,343	770,903	6.11%	8.13%
April	February	576,910	454,734	554,971	679,216	874,520	899,016	12.58%	17.61%
May	March	708,391	849,721	806,945	544,024	920,724	891,882	20.47%	27.02%
June	April	792,838	732,946	671,737	517,762	955,540	1,176,994	28.03%	39.43%
July	May	705,028	690,120	800,087	787,082	1,013,299	923,294	36.26%	49.16%
August	June	930,001	1,151,529	1,172,155	891,529	1,146,590		47.16%	
September	July	1,092,529	1,025,166	881,359	931,365	1,530,432		58.41%	
October	August	907,831	900,579	1,088,730	1,054,110	998,997		68.61%	
November	September	840,633	950,737	889,289	684,237	913,085		77.42%	
December	October	689,892	588,679	584,826	783,685	977,483		84.89%	
January	November	545,827	691,162	752,038	686,268	732,450		91.91%	
February	December	781,584	764,150	686,142	735,956	959,802		100.00%	
Sales Tax Collected		9,172,923	9,383,467	9,460,672	8,890,889	11,636,263	4,662,089		
Sales Tax Budgeted		8,020,000	8,775,658	8,775,658	9,889,000	9,157,074	9,482,726		
Collected in Excess of (Below) Budget		1,152,923	607,809	685,014	(998,111)	2,479,189	(4,820,637)		

Expenditures

Expenditures for wages, salaries and benefits tend to be spread relatively evenly throughout the year, and it is generally reasonable to assume 1/12th should be recorded each month. Supplies and services in most areas also tend to be spent fairly evenly throughout the year. Debt service is paid in April (interest only) and October (principal and interest). Capital outlay is rarely spent evenly, and there are huge peaks and valleys by month or quarter.

Overall, 40.94% of annual expenditures have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Capital Outlay	52,545,709	1,963,786	50,581,923	3.74%
Supplies & Services	45,164,884	16,850,177	28,314,707	37.31%
Wages & Salaries	40,141,397	17,484,723	22,656,674	43.56%
Labor Benefits	15,766,398	7,043,721	8,722,677	44.68%
Total	101,072,679	41,378,620	59,694,059	40.94%

Current Sauk County 2022 Financial Position

Sauk County managers spend a great deal of effort monitoring the Sauk County budget, making plans when areas of concern develop, and taking action (often with Committee and County Board action) when trouble is certain.

The impact of the economy is also watched through a number of key areas, including property tax collections, key planning and zoning permits, register of deeds collections, and interest earned on invested funds.

Economic Indicator Line Items	2019 Total for Year	2020 Total for Year	2021 Total for Year	2022 Annual Budget	Actual through June 2022	Avg 2018-2021	2022 % of Budget
Interest Collected on Delinquent Taxes	632,981	518,496	489,276	425,000	180,552	38%	42%
Interest Earned on Investments	942,411	495,248	114,685	136,000	107,745	58%	79%
Real Estate Transfer Tax	250,602	297,037	354,357	250,000	180,717	42%	72%
Register of Deeds Filing Fees	300,102	346,040	338,550	285,000	149,465	46%	52%
LRE Land Use Permits	91,632	114,090	104,765	90,000	59,508	45%	66%
LRE Sanitary Permits	72,305	95,925	103,980	62,000	48,350	39%	78%

Cash balances: Cash balances remain strong and are invested with preservation of principal as the primary objective. The Treasurer is managing the liquidity of maturing investments in anticipation of increasing interest rates. Cash balances are normally lowest in December/January before property tax collections come in and highest in June/July with tax payment due July 31.

General Investments as of:	December 31, 2019	December 31, 2020	December 31, 2021	June 30, 2022
Liquid Cash	$ 2,352,298.11	$ 1,996,088.06	$ 1,508,090.49	$ 2,223,085.45
Local Government Investment Pool	20,649,845.61	26,363,095.98	28,268,281.84	37,655,955.44
Certificates of Deposit	31,959,111.75	27,420,308.31	27,332,813.25	24,671,988.39
Money Markets	3,417.70	5,067.50	4,269.60	2,262,134.89
Total General Investments	$ 54,964,673.17	$ 55,784,559.85	$ 57,113,455.18	$ 66,813,164.17
Weighted Average Interest Rate	1.78%	0.31%	0.11%	0.79%

Contingency fund: At this point, the Finance Committee has officially heard from one department that expects a possible budget overage in 2022.

The 2022 contingency fund is originally $350,000, all of which is funded by general fund balance.

Contingency Fund 2022 Appropriation		$350,000
Court Commissioner	-$20,290	
Total Possible Uses		-$20,290
Remaining 2022 Contingency Fund Balance		**$329,710**

In Conclusion

In your role as oversight committee members, remain mindful of current and future indications that funding is changing, particularly from the State and Federal governments. Department managers provide you with monthly updates of budget position and statistics that can be leading indicators of changes to the status quo. Program review should *never* be complete to make sure Sauk County is providing those services most vital to those most in need. Changes to business as usual are often extremely difficult and take considerable time to implement.

I encourage you to contact me with questions as they come to mind.

Sauk County Financial Report
as of June 30, 2022

Percent of Year Complete

50.00%

	General Government				Justice & Public Safety				Public Works			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues												
Property Taxes	($3,173,129)	($1,586,564)	($1,586,565)	50.00%	$16,082,163	$8,041,082	($8,041,081)	50.00%	$4,582,529	$2,291,264	($2,291,265)	50.00%
Other Taxes	743,195	369,404	(373,791)	49.70%	0	0	0	--	0	0	0	--
Sales Tax	9,482,726	4,662,089	(4,820,637)	49.16% *	0	0	0	--	0	0	0	--
Grants & Aids	5,094,882	898,569	(4,196,313)	17.64% A	2,082,636	374,417	(1,708,219)	17.98% C	2,634,042	436,391	(2,197,651)	16.57% D
Licenses & Permits	10,500	6,235	(4,265)	59.38%	34,040	19,375	(14,665)	56.92%	0	0	0	--
Fines, Forfeitures & Penalties	3,500	7,038	3,538	201.10%	422,500	230,406	(192,094)	54.53%	0	0	0	--
User Fees	538,025	279,737	(258,288)	51.99%	903,916	449,929	(453,987)	49.78%	50,000	33,345	(16,655)	66.69%
Intergovernmental Charges	2,973,320	1,375,896	(1,597,424)	46.27%	1,400,880	640,529	(760,351)	45.72%	4,257,829	2,443,204	(1,814,625)	57.38%
Donations	0	0	0	--	0	0	0	--	0	0	0	--
Interest	156,945	120,739	(36,206)	76.93% B	80	0	(80)	0.00%	31,000	59,034	28,034	190.43% E
Rent	688,825	413,343	(275,482)	60.01%	0	0	0	--	0	0	0	--
Miscellaneous	67,318	26,653	(40,665)	39.59%	172,000	118,738	(53,262)	69.03%	0	3,794	3,794	--
Transfers from Other Funds	26,000	132,148	106,148	508.26%	110,000	55,000	(55,000)	50.00%	0	330,192	330,192	--
Bond / Note Proceeds	0	0	0	--	0	0	0	--	38,000,000	0	(38,000,000)	0.00%
Total Revenues	16,612,107	6,705,286	(9,906,821)	40.36%	21,208,215	9,929,475	(11,278,740)	46.82%	49,555,400	5,597,224	(43,958,176)	11.29%
Expenses / Expenditures												
Wages & Salaries	4,330,976	1,913,852	2,417,124	44.19%	11,376,410	5,276,835	6,099,575	46.38%	3,832,646	1,746,896	2,085,750	45.58%
Labor Benefits	1,473,743	678,198	795,545	46.02%	4,712,990	2,282,686	2,430,304	48.43%	1,638,369	792,501	845,868	48.37%
Supplies & Services	5,142,185	2,219,628	2,922,557	43.17%	3,990,414	1,771,309	2,219,105	44.39%	6,569,041	1,993,762	4,575,279	30.35%
Debt Service - Principal	0	0	0	--	0	0	0	--	0	N/A	0	N/A
Debt Service - Interest	0	0	0	--	0	0	0	--	0	625,972	(625,972)	--
Capital Outlay	8,047,365	1,347,136	6,700,229	16.74%	2,274,409	281,266	1,993,143	12.37%	38,880,000	0	38,880,000	0.00%
Transfers to Other Funds / Debt Issuance Costs	1,028,673	844,529	184,145	82.10%	110,000	55,000	55,000	50.00%	6,000	4,177	1,823	69.61%
Total Expenditures	20,022,942	7,003,343	13,019,599	34.98%	22,464,223	9,667,096	12,797,127	43.03%	50,926,056	5,163,308	45,762,748	10.14%
Functional Expenditures as % of Total Expenditures	12.85%	15.54%			14.42%	21.45%			32.68%	11.46%		
	($3,410,835)	($298,058)	$3,112,777		($1,256,008)	$262,379	$1,518,387		($1,370,656)	$433,916	$1,804,572	

Notes on % of Budget Differing from Expected +/- 20% and $25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

* Sales tax receipts lag the month of sale on this report by one month. This report is through May, 2022 sales (36.26% as seasonally adjusted).

A Includes American Rescue Plan Act (ARPA) grants to be spent of $2,995,000 not yet spent, so no revenue yet recognized.
A Grants & Aids includes shared revenues ($771,752) which are received are received 15% in July and 85% in November.
B Interest rates have rebounded slightly above conservative budget estimates.
C Includes American Rescue Plan Act (ARPA) grants to be spent of $1,283,000 not yet spent, so no revenue yet recognized.
D Highway Transportation Aids of $1,575,000 are received are received 25% in January, 50% in July, and 25% in October
E Interest on Highway bond proceeds was not budgeted, received $48,826 to date.

Sauk County Financial Report
as of June 30, 2022

Percent of Year Complete

50.00%

	Health & Human Services				Conservation, Development, Recreation, Culture & Education				Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues												
Property Taxes	$11,593,931	$5,796,966	($5,796,965)	50.00%	$1,809,270	$904,635	($904,635)	50.00%	$30,894,764	$15,447,382	($15,447,382)	50.00%
Other Taxes	0	0	0	–	0	0	0	–	743,195	369,404	(373,791)	49.70%
Sales Tax	0	0	0	–	0	0	0	–	9,482,726	4,662,089	(4,820,637)	49.16%
Grants & Aids	24,263,974	4,682,700	(19,581,274)	19.30% F	4,386,717	118,939	(4,267,778)	2.71% I	38,462,251	6,511,015	(31,951,236)	16.93%
Licenses & Permits	562,099	493,224	(68,875)	87.75% G	271,300	166,590	(104,711)	61.40%	877,939	685,424	(192,515)	78.07%
Fines, Forfeitures & Penalties	72,600	40,361	(32,239)	55.59%	6,500	8,123	1,623	124.97%	505,100	285,928	(219,172)	56.61%
User Fees	8,008,819	2,890,489	(5,118,330)	36.09%	269,257	177,271	(91,986)	65.84%	9,770,017	3,830,771	(5,939,246)	39.21%
Intergovernmental Charges	204,240	38,860	(165,380)	19.03% H	167,562	85,082	(82,480)	50.78%	9,003,831	4,583,571	(4,420,260)	50.91%
Donations	106,750	48,891	(57,859)	45.80%	500	0	(500)	0.00%	107,250	48,891	(58,359)	45.59%
Interest	20,000	7,623	(12,377)	38.11%	0	6	6	–	208,025	187,402	(20,623)	90.09%
Rent	0	0	0	–	0	0	0	–	688,825	413,343	(275,482)	60.01%
Miscellaneous	3,250	7,592	4,342	233.60%	22,500	15,584	(6,916)	69.26%	265,068	172,361	(92,707)	65.03%
Transfers from Other Funds	1,028,673	514,337	(514,337)	50.00%	0	0	0	–	1,164,673	1,031,676	(132,997)	88.58%
Bond / Note Proceeds	0	0	0	–	0	0	0	–	38,000,000	0	(38,000,000)	0.00%
Total Revenues	45,864,336	14,521,041	(31,343,295)	31.66%	6,933,606	1,476,230	(5,457,376)	21.29%	140,173,664	38,229,256	(101,944,408)	27.27%
Expenses / Expenditures												
Wages & Salaries	19,170,155	7,919,377	11,250,778	41.31%	1,431,210	627,763	803,447	43.86%	40,141,397	17,484,723	22,656,674	43.56%
Labor Benefits	7,451,793	3,062,752	4,389,041	41.10%	489,503	227,583	261,920	46.49%	15,766,398	7,043,721	8,722,677	44.68%
Supplies & Services	20,291,379	8,973,668	11,317,711	44.22%	9,171,865	1,891,810	7,280,055	20.63% I	45,164,884	16,850,177	28,314,707	37.31%
Debt Service - Principal	900,000	N/A	900,000	N/A	0	0	0	–	0	#VALUE!	0	–
Debt Service - Interest	128,673	69,867	58,806	54.30%	0	0	0	–	128,673	695,839	(567,166)	540.78%
Capital Outlay	1,982,466	255,306	1,727,160	12.88%	1,361,469	80,078	1,281,391	5.88%	52,545,709	1,963,786	50,581,923	3.74%
Transfers to Other Funds / Debt Issuance Costs	20,000	127,970	(107,970)	639.85%	0	0	0	–	1,164,673	1,031,675	132,998	88.58%
Total Expenditures	49,944,466	20,408,940	29,535,526	40.86%	12,454,047	2,827,233	9,626,814	22.70%	155,811,734	45,069,920	110,741,814	28.93%
Functional Expenditures as % of Total Expenditures	32.05%	45.28%			7.99%	6.27%			100.00%	100.00%		
	($4,080,130)	($5,887,899)	($1,807,769)		($5,520,441)	($1,351,003)	$4,169,438		($15,638,070)	($6,840,663)	$8,797,407	

Notes on % of Budget Differing from Expected +/- 20% and $25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

F Human Services Wis Dept of Health & Family Services payments received in July for the first half of the year.
G Retail food licenses of $485,000 are largely received in April-June.
H Due to staffing shortages at the Health Care Center, the HCC is cutting back on the meals prepared for the ADRC.
I Includes American Rescue Plan Act (ARPA) grants to be spent of $3,267,000 not yet spent, so no revenue yet recognized.
I CDBG Close Federalized grant funds of $375,127 will not be received until project(s) completed
I CDBG Close Federalized grant funds of $375,127 will not be received until project(s) completed

SAUK COUNTY FINANCIAL REPORT (Unaudited)
June 30, 2022
Percent of Year Complete 50.00%

Department / Account Title	2022 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2022 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget
General Fund Property Tax	0	0	--	-9,105,736	-4,552,868	50.00%	4,552,868
Miscellaneous Sales Tax	0	0	--	130	70	53.55%	(60)
County Sales Tax	0	0	--	9,482,726	4,662,089	49.16%	(4,820,637)
Shared Revenue	0	0	--	771,752	0	0.00%	(771,752)
Computer Aid	0	0	--	95,744	0	0.00%	(95,744)
Personal Property Aid	0	0	--	215,540	215,541	100.00%	1
Personal Property Aid - TIF Adjustments	0	0	--	23,241	23,241	100.00%	(0)
Indirect Cost Reimbursement	0	0	--	147,690	77,464	52.45%	(70,226)
American Rescue Plan Act	0	0	--	674,101	0	0.00%	(674,101)
Arts & Humanities Grants	0	0	--	9,090	9,090	100.00%	0
Sale of County-Owned Property	0	0	--	7,000	0	0.00%	(7,000)
Miscellaneous Revenues	0	0	--	2,000	275	13.74%	(1,725)
Transfer from Human Services	0	0	--	5,000	124,800	2496.00%	119,800
Transfer from Health Care Center	0	0	--	15,000	3,171	21.14%	(11,829)
Transfer from Highway	0	0	--	6,000	4,177	69.61%	(1,823)
Miscellaneous Expenses	2,000	5,046	252.32%	0	0	--	(3,046)
Charitable/Penal Fines, Misc	1,126	1,126	100.02%	0	0	--	(0)
Outside Agencies	125,080	121,200	96.90%	0	0	--	3,880
Contingency Fund Remaining	350,000	0	0.00%	0	0	--	350,000
Contingency Fund Used	0	0	--	0	0	--	0
Tri-County Airport	374,687	0	0.00%	0	0	--	374,687
Wisconsin River Rail Transit	30,000	0	0.00%	0	0	--	30,000
Sauk County Libraries	1,226,129	1,221,379	99.61%	0	0	--	4,750
Arts & Humanities	60,995	52,910	86.75%	0	0	--	8,085
UW-Baraboo / Sauk County	455,000	55,000	12.09%	0	0	--	400,000
Transfer to Health Care Center (for debt service)	1,028,673	514,337	50.00%	0	0	--	514,337
Transfer to Highway (for debt service)	0	330,192	--	0	0	--	(330,192)
TOTAL GENERAL FUND NON-DEPARTMENTAL	3,653,690	2,301,190	62.98%	2,349,278	567,048	24.14%	(429,730)
County Board	212,671	81,738	38.43%	205,171	102,586	50.00%	28,347
Clerk of Courts	1,355,330	662,412	48.87%	1,355,330	680,967	50.24%	18,555
Circuit Courts	955,373	414,509	43.39%	945,373	472,686	50.00%	68,177
Court Commissioner	221,742	115,169	51.94%	221,742	107,112	48.30%	(8,057)
Register in Probate	206,926	103,929	50.23%	206,926	109,552	52.94%	5,623
Accounting	955,544	460,127	48.15%	804,953	401,790	49.91%	92,254
County Clerk / Elections	515,184	198,977	38.62%	515,184	295,367	57.33%	96,390
Personnel	729,196	236,425	32.42%	634,983	280,014	44.10%	137,802
Treasurer	346,105	189,951	54.88%	346,105	186,813	53.98%	(3,138)
Register of Deeds	265,552	126,500	47.64%	265,552	196,596	74.03%	70,095
District Attorney / Victim Witness	671,210	343,103	51.12%	671,210	338,952	50.50%	(4,151)
Corporation Counsel	856,425	399,190	46.61%	719,725	379,601	52.74%	117,111
Surveyor	75,021	43,252	57.65%	75,021	37,511	50.00%	(5,742)
Building Services	9,658,518	2,438,402	25.25%	3,176,988	1,392,246	43.82%	5,435,374
Sheriff	17,163,030	7,366,348	42.92%	17,163,030	7,916,136	46.12%	549,787
Coroner	227,997	68,933	30.23%	227,997	113,638	49.84%	44,706
Emergency Management	301,027	109,908	36.51%	300,027	141,268	47.09%	32,360
Administrator	2,381,540	406,878	17.08%	2,198,240	428,295	19.48%	204,717
Management Information Systems	3,856,859	1,419,177	36.80%	3,294,302	1,517,125	46.05%	660,505
Justice, Diversion, & Support	789,208	234,853	29.76%	737,499	263,797	35.77%	80,654
Public Health	4,037,343	1,624,292	40.23%	3,346,386	1,362,027	40.70%	428,692
WIC	413,520	186,349	45.06%	394,178	86,474	21.94%	(80,533)
Environmental Health	1,292,556	314,192	24.31%	677,724	536,977	79.23%	837,617
Child Support	1,057,544	503,208	47.58%	1,044,692	365,519	34.99%	(124,837)
Veterans Service	449,265	206,215	45.90%	424,893	218,772	51.49%	36,928
Land Resources & Environment	7,546,484	1,098,918	14.56%	5,843,994	1,275,548	21.83%	1,879,120
Extension Education	426,360	81,791	19.18%	419,485	185,092	44.12%	110,176
TOTAL GENERAL FUND	60,621,220	21,735,936	35.86%	48,565,988	19,959,506	41.10%	10,278,802

SAUK COUNTY FUND BALANCES

	December 31, 2021	2022 Net Income/Adj	June 30, 2022
GENERAL FUND TOTAL	50,301,203	-1,776,430	48,524,773

SAUK COUNTY FINANCIAL REPORT (Unaudited)
June 30, 2022
Percent of Year Complete 50.00%

Department / Account Title	2022 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2022 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget	SAUK COUNTY FUND BALANCES December 31, 2021	2022 Net Income/Adj	June 30, 2022
Aging & Disability Resource Center	2,848,585	1,283,055	45.04%	2,551,985	1,115,077	43.69%	128,622	1,426,212	-167,978	1,258,235
Human Services	26,571,780	12,493,433	47.02%	26,333,515	6,804,331	25.84%	(5,450,837)	2,020,311	-5,689,102	-3,668,791
Jail Fund	110,000	55,000	50.00%	110,000	49,165	44.70%	(5,835)	0	-5,835	-5,835
Land Records Modernization	786,828	341,576	43.41%	701,600	403,484	57.51%	147,136	395,015	61,908	456,923
Landfill Remediation	110,969	36,622	33.00%	25,000	6,032	24.13%	55,378	4,771,799	-30,591	4,741,208
Drug Seizures	11,100	2,616	23.57%	6,580	0	0.00%	1,904	44,386	-2,616	41,770
Community Development Block Grant	650,127	8,805	1.35%	650,127	0	0.00%	(8,805)	-54,168	-8,805	-62,974
CDBG Housing Rehabilitation	20,000	250	1.25%	20,000	15,590	77.95%	15,340	18,040	15,340	33,381
TOTAL SPECIAL REVENUE FUNDS	31,109,389	14,221,357	45.71%	30,398,807	8,393,678	27.61%	(5,117,096)	8,621,596	-5,827,678	2,793,918
HEALTH CARE CENTER FUND	13,127,067	3,723,466	28.36%	11,066,963	4,016,398	36.29%	2,353,036	9,326,416	292,932	9,619,348
Highway	50,410,400	5,126,686	10.17%	49,530,400	5,591,193	11.29%	1,344,507	15,014,005	464,507	15,478,512
Insurance	69,800	60,295	86.38%	135,454	59,032	43.58%	(66,918)	442,165	-1,264	440,901
Workers Compensation	452,052	189,952	42.02%	452,052	193,982	42.91%	4,031	733,388	4,031	737,419
TOTAL INTERNAL SERVICE FUNDS	50,932,252	5,376,933	10.56%	50,117,906	5,844,207	11.66%	1,281,620	16,189,559	467,274	16,656,833
Dog License	21,806	12,229	56.08%	24,000	15,468	64.45%	1,045	1,590	3,239	4,829
TOTAL TRUST & AGENCY FUNDS	21,806	12,229	56.08%	24,000	15,468	64.45%	1,045	1,590	3,239	4,829
TOTAL COUNTY	155,811,734	45,069,920	28.93%	140,173,664	38,229,256	27.27%	8,797,407	84,440,364	-6,840,663	77,599,700

GENERAL FUND BALANCE DETAIL		December 31, 2021	2022 Net Income/Adj	June 30, 2022
Nonspendable - Inventories	x	23,504	0	23,504
Nonspendable - Prepaid Items	x	51,733	0	51,733
Nonspendable - Long-Term Receivable (Delinque	x	1,141,852	0	1,141,852
Nonspendable - Interfund Receivable (Tri-County	x	271,909	0	271,909
Assigned - Contracts in Progress (Encumbrances	x	1,474,323	0	1,474,323
Assigned - Carryforward Funds	x	2,752,749	0	2,752,749
Assigned - Highway Facility/Equipment	x	5,000,000	0	5,000,000
Assigned - Subsequent Yr Budgeted Fund Bal Us	x	7,776,737	0	7,776,737
*Unassigned - Working Capital	x	19,929,479	1,436,708	21,366,187
*Unassigned		11,878,916	-3,213,138	8,665,778
TOTAL GENERAL FUND BALANCE		50,301,203	-1,776,430	48,524,773
* County Reserves (working capital and unassigned)		31,808,395	-1,776,430	30,031,965

CURRENT DEBT PRINCIPAL BALANCE

2017 HCC Refunding Bonds (final payment 2027)	4,980,000
2019 HCC Refunding Bonds (2023)	1,005,000
2022 Highway Bonds (2041)	45,000,000
HCC Principal Payments are Due Each October 1	50,985,000
Hwy Principal Payment is Due Each April 1	

RESOLUTION # 79-2022

RESOLUTION TO WITHDRAW FROM THE EAGLE COUNTRY ADRC AND ESTABLISH THE SAUK COUNTY ADRC AS A STANDALONE AGENCY

Resolution offered by the Aging & Disability Resource Center and Veteran's Service Office Committee.

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

BACKGROUND: the Wisconsin Department of Health Services {OHS} states the mission of the Aging and Disability Resource Centers (ADRC) is, "To provide older adults and people with physical or developmental/intellectual disabilities the resources needed to live with dignity and security and achieve maximum independence and quality of life." The goal of the ADRC is to empower individuals to make informed choices and to streamline access to the right and appropriate services and supports. Since July 2008 (Resolution # 140-07) the Sauk County ADRC has been a partner in the Eagle Country ADRC consortium managing the employees and services of the ADRC, Sauk County office and meeting the OHS Scope of Services contract requirements. In order to provide the highest level of service and program options to the citizens of Sauk County eligible for aging and ADRC services, the Sauk County Aging & Disability Resource Center and Veteran's Service Office Committee recommends that the Sauk County ADRC leave the Eagle Country ADRC and become a standalone agency. In order to become a standalone agency, notice needs to be provided to the Eagle Country ADRC and the State of Wisconsin Department of Health Services.

NOW THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors does hereby support and authorize the Sauk County ADRC to execute and submit the Notice of Intent to Submit an Application to operate a standalone ADRC and to notify the Eagle Country ADRC of Sauk County's intent to withdraw as a partner by January 1st, 2023 and seek an early release from any contractual obligations of the regional partnership.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County ADRC is authorized to take any action necessary with the State of Wisconsin Department of Health Services to effectuate the Sauk County ADRC to become a standalone ADRC by January 1st, 2023.

Approved for presentation to the County Board by the Aging & Disability Resource Center and Veteran's Service Office Committee, this 16th day of August 2022

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: 08.10.2022.

79-2022

Offered and passage moved by:

Supervisor Dennis Polivka

Supervisor Thomas Dorner

Supervisor William Stehling

Supervisor Gaile Burchill

Supervisor Andrea Lombard

Fiscal Note: Budgeted Expenditure in 2023 budget.

MIS Note: No Impact

RESOLUTION # 80-2022

Resolution Authorizing a Contract for Services with Axim Geospatial

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: Sauk County has a Geographic Information System (GIS) which is used to create and store electronic mapping information for the County. This information includes tax parcel records. Currently, the server that hosts this system is outdated and in need of upgrade. To upgrade the system and move the stored information is a highly specialized process requiring the assistance of a consulting firm familiar with these systems. Axim (formerly GISinc) has assisted Sauk County in the past with similar projects.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the contract with Axim Geospatial for the upgrade of the ArcGIS system and server, at a cost of $19,500, be hereby approved; and

BE IT FURTHER RESOLVED, that the Sauk County MIS Director is delegated the authority to enter into this agreement on behalf of Sauk County. Approved for presentation to the County Board by the Executive & Legislative Committee, this 19th day of July, 2022.

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: 08.10.2022.

Offered and passage moved by:

Tim McCumber

John Dietrich

Carl Gruber

Marty Krueger

Brian Peper

Fiscal Note: Funds for the acquisition of these services are provided for in the 2022 Land Records Modernization budget.

MIS Note: Proposed upgrade is compatible with existing MIS architecture and systems.

Axim GEOSPATIAL

1.888.815.3327
100 QBE Way, Suite 1225
Sun Prairie, WI 53590
aximgeo.com

May 31, 2022

Joe Fleischmann
GIS Coordinator
Sauk County Land Information/GIS
West Square Building Room 122
505 Broadway St., Baraboo WI, 53913

Hi Joe,

Thank you for your interest in our GIS services to assist your ArcGIS Enterprise Upgrade. We have included a scope of work and pricing for the upgrade, along with Axim Geospatial's company history.

Why Select the Axim Team?

- **Our approach will meet and exceed your needs,** with advanced quality control procedures and our emphasis on education and knowledge transfer to ensure success. Axim is known for helping clients leverage the most value from their system to meet both short-term and long-term goals and budgets.
- **Personalized Service –** Axim is known for our unmatched, personalized level of service across the country. We take an adaptive approach and understand the importance of your objectives. By working closely together, we will turn this project into a huge success story for your team and its customers.
- **Premier GIS Service Provider –** Axim has been providing premier GIS services for over 30 years. Unlike many A/E firms, our core business is everything GIS. We were one of the first services partners to earn Platinum business partner status and hold numerous specialty designations. Our commitment to staying current with GIS will only benefit your organization with unmatched GIS services.

If you would like additional information, please do not hesitate to contact me. We look forward to the opportunity to work with you for the successful accomplishment of this contract.

Sincerely,

Matthew Pujalte

Matthew Pujalte
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Axim GEOSPATIAL

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Company background

Axim Geospatial, LLC's (Axim) mission is to use our geospatial expertise to provide clarity and solutions to help our customers solve the world's national security, infrastructure, and environmental problems. We are the largest singular provider of end-to-end geospatial services and solutions in the U.S serving the communities in which we live.

Axim's core competencies include big data services, geomatics, business solutions, cloud services, infrastructure security, analytics and professional services. Customers include national, state, and local government, defense and intelligence, infrastructure, utilities, energy, commercial and environmental customers.

Axim was launched in January of 2022 as a rebranding effort of parent company Continental Mapping Consultants, LLC (DUNS: 104640516/CAGE: 1NY88) and its two subsidiaries; GISinc (DUNS: 826706848/CAGE: 1FQD9) and TSG Solutions (DUNS: 066062956/CAGE: 1WMD3). Although a new entity by name, Axim brings over 30 years of corporate experience given that the previous companies were founded in 1991, 1999 and 2001 respectively.

Axim has 260+ US-based staff and has completed over 10,000 geospatial projects including mapping projects on all seven continents and in over 180 countries.

Project Approach

Axim Geospatial understands that Sauk County has an ArcGIS Enterprise system running 10.5.1 and wants to upgrade to 10.9.1 in the upcoming fiscal year. The existing production environment is comprised of three VMs running ArcGIS Enterprise as well as one VM with the database server.

Described here is Axim Geospatial's expected process for performing the ArcGIS Enterprise upgrade from 10.5.1 to 10.9.1.

Software Upgrade

Axim Geospatial will first review the present technical architecture with Sauk County GIS technical staff to understand the components and determine a more refined implementation plan. With this plan in place, Axim Geospatial will work with the County IT department to secure proper remote access and administrative privileges as needed to install and configure the software. Four new VMs will be provided by the County for the new ArcGIS enterprise install. The installation process will include the following:

- Architecture Design Review meeting
- Upgrade Plan Development and Architecture Diagram Development
- ArcGIS Enterprise backup and database backup snapshot
- New install of the Production environment to ArcGIS Enterprise 10.9.1 on four VMs
    - VM 1: Web Adaptors, Portal, DataStore
    - VM 2: ArcGIS Server
    - VM 3: Image Server Role

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  - VM 4: EGDB on SQL Server Provided by County
- Up to 32 hours of additional support which can be used for things like:
  - Content migration support
  - Enterprise geodatabase upgrade
  - Portal administration guidance
  - Data store knowledge transfer
  - Others as needed

Deployment & Testing

As we proceed, and in conjunction with Sauk County staff, Axim Geospatial will conduct testing during the upgrade to ensure all aspects of the upgrade are working correctly. Once the upgrade is complete, the Axim Geospatial team, again with Sauk County support, will validate that ArcGIS Enterprise works as expected, including database access, Server, Portal, Data Store, and the Web Adaptor.

Best Practices Documentation

As part of the additional 32 hours of support, Axim Geospatial can provide guidance on best practices and knowledge transfer for the ArcGIS Enterprise components (Server, Portal, Data Store, Web Adaptor) throughout the lifecycle of the project. Axim Geospatial can coordinate with Sauk County to provide context-based knowledge transfer via shadowing throughout the process, again using the additional support hours. Should additional knowledge transfer be requested post upgrade, this can be accessed through one of our Support Block options. High level documentation will be provided for the following:

- Architecture Design Documentation
- Upgrade & Migration Documentation

Project Duration

Axim Geospatial estimates a 2 to 3-week project timeline once project kickoff for this proposed project approach. During project kickoff, Axim Geospatial will coordinate with Sauk County to update the project timeline based on schedules and availability, with primary upgrade tasking to be scheduled to reduce outage time and impact.

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Assumptions

- All work will be completed remotely.
- Sauk County will have the capacity to respond to and support the delivery of solutions.
- County will provide all software, hardware, and licenses for all aspects of the project.
- Sauk County currently has ArcGIS 10.5.1 fully operational and hardware specifications will support a 10.9.1 upgrade.
- Sauk County will make no configuration changes during this project without discussion with Axim Geospatial.
- A SQL Server upgrade will be provided by the county and available for Axim Geospatial for ArcGIS Enterprise configuration.
- Axim Geospatial is not responsible for any 3rd party systems during this ArcGIS Enterprise upgrade.
- Axim Geospatial will not be creating any new services or content as part of this upgrade unless requested as part of the 32 hours of additional support.
- Axim Geospatial will not be responsible for any data cleanup, creation, or generation unless requested as part of the 32 hours of additional support.

Pricing/Fees

Axim Geospatial is proposing a firm, fixed price of ***$19,500*** to complete the scoped items detailed above for the ArcGIS Enterprise Upgrade.

You may indicate your acceptance by selecting the corresponding services below and providing the signature of an authorized personnel from Sauk County, WI.

Sauk County, WI

Signature: _____

Name: _____

Title: _____

Date: _____

***Quotation* Terms and Conditions**

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial. (Axim).

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Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial (herein after, "Axim") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. **GENERAL PROVISIONS.**

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. **SCOPE OF SERVICES.**

During the term of the Agreement, Axim shall furnish the services in accordance with the SOW set forth in the proposal.

3. **WORK PERFORMANCE.**

Axim agrees that all work performed hereunder shall be performed on a best effort basis by Axim's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. **TAXES.**

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. **CHANGES.**

No changes, modification, amendment shall be binding upon Axim unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim accordingly.

6. **INVOICE AND PAYMENT.**

Customer shall pay Axim within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. **CANCELLATION.**

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Customer shall provide thirty (30) days written notice to Axim prior to canceling an order. Customer will compensate Axim for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim's total liability to Customer for any reason shall not exceed the total amount paid to Axim by Customer for the services provided under this Agreement.

Axim's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim provided product or framework or (2) the combination, operation or use of the Axim provided product with software, hardware or other materials not furnished or authorized to be used by Axim.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

Axim warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or

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transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration (GSA) Schedule entered by Axim and the U.S. Government. Axim's GSA Schedule number: GS-35F-682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and Axim shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim.

RESOLUTION # 91-2022

Resolution Authorizing the Director of Land Resources and Environment to enter into a Memorandum of Understanding with the Sauk Soil & Water Improvement Group

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
To improve water quality in Wisconsin, the Department of Agriculture, Trade and Consumer Protection (DATCP) provides grants to producer led groups that implement non-point source pollution abatement activities. As part of this grant, the Sauk County Land Resources and Environment (LRE) Department will collaborate with the Soil & Water Improvement Group (SSWIG) to help support, facilitate, document and communicate soil health and water quality improvement projects that are implemented by the group.

The DATCP Producer Led Watershed Protection Grant application requires a MOU be developed in order for funds to be applied for and received. As a result, the Land Resources and Environment Department will act as a fiscal manager in order to accept and manage DATCP Producer Led Watershed Protection Grant funds on behalf of the producer-led group. A Memorandum of Understanding (MOU) is attached and outlines the objectives and responsibilities of this partnership.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, meeting in regular session, that Sauk County continues to support the Sauk Soil & Water Improvement Group (SSWIG); and,

BE IT FURTHER RESOLVED that the Director of Land Resources and Environment is hereby authorized to sign the Memorandum of Understanding (MOU) with the Sauk Soil & Water Improvement Group.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 16th day of August 2022.

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: 08.10.2022.

Offered and passage moved by: Land Resources and Environment Committee

Lynn Eberl

Peter Kinsman

01-2022

Marty Krueger, Chair

Robert Spencer

Dennis Polivka

Valerie McAuliffe

Brandon Lohr

Randall Puttkamer

Fiscal Note: The estimated grant award in the 2023 Budget is $20,000. LRE staff time as well as collaborator members' time will be utilized as a match, resulting in no levy impact.

MIS Note: No Impact

RESOLUTION # 92-2022

Resolution to amend the 2022 Budget for allocation of ARPA Funds for In- car squad cameras and body cameras.

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND:
The Sheriff's Office would like to equip all squad cars as well as officers with the in-car and body camera technology. The 2022 Sheriff's Budget did not include funding for this at the original budget time as we were waiting for radio upgrades first. With the new radio purchases the camera features will directly interact with the radio. We did receive bids from other vendors; however, the other vendors would not interact with our radios. The other vendors cameras would also not connect to the current modems we carry in our squads.

WHEREAS, the pricing for the camera equipment and storage from Motorola Solutions is $427,500; and,

WHEREAS, **American Rescue Plan Funds (ARPA)** are available for this project; and,

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby approve an amendment to the 2022 budget to allocate an $427,500 for camera and storage purchase funded by the ARPA grant.

Approved for presentation to the County Board by the Law Enforcement Committee and the Finance Committee, this 16th day of August, 2022

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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 08-10-2022 .

Offered and passage moved by: Law Enforcement & Judiciary Committee

John Dietrich

Kevin Schell

Sheila Carver

Delmar Scanlon

02-2022

Finance Committee

David Clemens

Marty Krueger

Thomas Dorner

Lynn Eberl

Mike Flint

Timothy McCumber

Fiscal Note: Funds in the amount of $427,500 would amend the 2022 Sheriff Department Budget to cover the purchase of equipment and storage, funded by ARPA funds.

MIS Note: No impact as storage would be part of the costing with Motorola.

RESOLUTION # 83-2022

Resolution to designate the Sauk County Sheriff Office dispatch center as the one Public Safety Answering Point eligible for grant funds.

Resolution offered by the Law Enforcement & Judiciary Committee

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

BACKGROUND:

Every municipal and state agency that provides fire suppression, law enforcement, and EMS, may establish a 911 system. Most counties operate their own Public Safety Answering Point (PSAP) to meet the needs of their citizens. The 2017-19 Wisconsin state budget required the Department of Military Affairs (DMA) to create an emergency services IP network to be provided to all PSAPs. This digital network is essential in transitioning the state's 911 system from the old and outdated analog system to a current and advanced NextGeneration 911 system. 2019 Wisconsin Act 26 created a much needed PSAP grant program aimed to provide grant dollars for advanced training of telecommunicators; equipment or software expenses; and incentives to consolidate some or all the functions of two or more PSAPs. 2019 Wisconsin Act 26 requires that only one PSAP per county receive the grant funds. DMA Chapter 2 requires the county board of supervisors determine the one PSAP per county via resolution except for Milwaukee County where the intergovernmental Cooperation Council will make the determination.

THEREFORE, BE IT RESOLVED,

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 16th day of August, 2022

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 08.10.2022 .

Offered and passage moved by:

John Deitrich

Kevin Schell

Sheila Garver

David Clemens

Delmar Scanlon

Fiscal Note: As the one named PSAP, Sauk County will be eligible to apply for grants. Current grants could fund training, hardware and software for enabling NextGeneration 911 services, and activities to consolidate PSAPs. Under the current grant cycle, the maximum state funding is $400,000 and would require up to $100,000 in local match.

MIS Note: The MIS Department provides technology support services for the dispatch center. Any upgrades or changes to existing systems will impact the MIS department.

RESOLUTION #84-2022

Resolution Authorizing to CONTRACT WITH InSITE Consulting Architects, LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN FOR SPECIFIED AREAS AT THE COURTHOUSE AND WEST SQUARE ADMINISTRATION FACILITIES

Resolution offered by the Property Committee

BACKGROUND: The current layout and use of Sauk County facilities is not practical for current and future day-to-day operations. A space needs assessment was conducted in 2019. The space needs study identified numerous deficiencies in the Sauk County facilities from a security and space utilization standpoint. The 2019 space needs assessment also identified the highest priority places needing attention and grouped those areas together into phases. Phase I was security upgrades to the Courthouse and Reedsburg Human Services and has been substantially completed. Phase II is upgrading office suites for ADRC, Veteran Services, and a leased space used by the Job Center. A request for proposal (RFP) was written for the architecture and engineering to renovate the specified spaces. This work will enable the ADRC staff to have individual private offices instead of sharing an office, like they currently are doing. This change will allow for more privacy when meeting with clients along with modernizing the current office layout and furniture. Work to be completed in the Veterans office is to update the office area with a second door of egress along with modernizing the current office layout and furniture. The leased space scope of work will include updating the current office layout. A renovation to the 1st floor bathrooms of the Courthouse is also included in the RFP scope of work. Modernizing the design of the HVAC systems and controls, electrical, plumbing, and fire suppression along with improved wayfinding signage all were specified in the RFP. One proposal was received for the architecture and engineering design. The Facilities Director evaluated the proposal based on the RFP requirements, overall price, and talking with references provided by the vendor. The Facilities Director is confident moving forward with the proposal from InSite Consulting Architects LLC at a cost of $51,512.00 for the architecture and engineering design of spaces at the Courthouse and West Square Administration Facilities.

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

THEREFORE, BE IT RESOLVED THAT, the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to sign a contract with InSite Consulting Architects LLC to design and engineer specific work for phase II work at the Courthouse and West Square Administration facilities.

Approved for presentation to the County Board by the Property Committee, this 16th day of August 2022.

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: 08.10.2022

Offered and passage moved by:

Mark "Smooth" Detter

Joel Chrisler

Carl Gruber

Robert Spencer

Tim Teelin

Fiscal Note: Money is budgeted in the Building Services capital outlay account to cover the design & engineering fees.

MIS Note: No Impact.

West Square Office Suite Remodel Design RFP:

Company	Bid Price	Met Evaluation Requirements
InSite Consulting Architects, LLC	**51,512.00**	**X**

No other Bids were received

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
SEPTEMBER 20, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (29) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT: (1) Roxen. ABSENT & EXCUSED: (1) Burchill.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Hazard.

4. **Adopt Agenda.** MOTION (Scanlon/McAuliffe). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Klitzke/Schell) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   FINANCE COMMITTEE:
   Resolution 85-2022 To Honor Kerry Beghin For Over 28 Years Of Service

   LAW ENFORCEMENT & JUDICIARY COMMITTEE:
   Resolution 86-2022 To Honor James Daniels For over 25 Years Of Service.

   MOTION (Scanlon/Klitzke) to approve consent agenda items. Motion carried **unanimously.** ***(Voice vote)***

7. **Scheduled Appearances.**
   a. Treemanisha Stewart, Public Health Director/Health Officer, re: Healthy Communities Designation.

8. **Public Comment.**
   a. Steve Paske, re: WI Healthy Communities.

9. **Communications.**
   a. 08/18/2022 Memorandum from WCA, re: 2023 Estimated Membership Dues.
   b. 09/02/2022 Letter from Wisconsin DNR, re: Proposed State Purchase of Land in Town of Merrimac.
   c. 09/04/2022 Email from Steve Paske, re: County COVID Posture.
   d. 09/13/2022 Email from Wisconsin Historical Society, re: growth project announcement site.

10. **Appointments.**
    a. Families Come First/Comprehensive Community Services Coordinating Committee
    Fred Flickner, Re-appointment, Citizen Member
    Shannon Cowan, Re-appointment, Citizen Member
    2 – year terms: 09/20/2022- 09/08/2024

    b. Board of Adjustment
    Replacing Supervisor Jake Roxen with Supervisor Rebecca Klitzke to fill out the remainder of the term 09/20/2022 – 04/15/2024.

MOTION (Rego/Polivka) to approve the appointments. **VOTE:** AYES: (29) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT: (1) Roxen. ABSENT & EXCUSED: (1) Burchill. Motion carried **unanimously.**

11. **Bills.** None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
        i. Petition 25-2022, Applicant: Paul Lucht & Vicky Elliott; Project Location: Town of La Valle; Current Zoning: Agriculture; Proposed Zoning: Commercial.
    b. Brent Miller
        i. Administrator's report.
        ii. ADRC Volunteer driver program survey results. *(Handout on file)*
    c. Tim McCumber, County Board Chair
        i. WCA Committee Restructuring Presentation. *(Handout on file)*
        ii. Indigenous Peoples' Day – October 10, 2022. *(Handout on file)*
        iii. Grand Opening of Bluffview Park – October 8, 2022 @ 1:00 p.m. *(Handout on file)*
        iv. Clean Sweep - Saturday, September 24, 2022.

Supervisor Roxen arrived at 6:42 p.m.

16. **Unfinished Business.** None.

17. **New Business.**
    AGING & DISABILITY RESOURCE CENTER AND VETERANS SERVICE COMMITTEE:
    Resolution 87-2022 Support Operation Green Light For Veterans.
    MOTION (Polivka/Scanlon). **VOTE:** AYES: (30) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 88-2022 To Support The City Of Baraboo's Knowles-Nelson Stewardship Program Land Purchase. MOTION (Dorner/Peper). **VOTE:** AYES: (30) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

HIGHWAY COMMITTEE:

Resolution 89-2022 Approving The County Aid For Bridge Construction Under Wis. Stat. §82.08. MOTION (Peper/Detter). **VOTE:** AYES: (30) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Resolution 90-2022 To Authorize Participation In The County Conservation Aids Grant Program. MOTION (Kinsman/Polivka). **VOTE:** AYES: (30) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

Resolution 91-2022 To Authorize An Addendum To An Intergovernmental Agreement With Dane County For The Great Sauk State Trail - Walking Iron Trail Bridge Over The Wisconsin River And To Authorize A Request For Proposal For Development Of The Trail Bridge.
MOTION (Krueger/Polivka). **VOTE:** AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (1) Dorner. ABSENT AND EXCUSED: (1) Burchill. Motion carried.

Resolution 92-2022 To A Request For Proposal For Development Of Corridor Plan For The Great Sauk State Trail From The Sauk Prairie State Recreational Area To The 400 State Trail.
MOTION (Krueger/Polivka). **VOTE:** AYES: (30) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

Resolution 93-2022 To Award A Contract For ATV Trail Improvements.
MOTION (Kinsman/R. Spencer). **VOTE:** AYES: (30) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

Supervisor Teelin recused himself and left the meeting.

PERSONNEL & INSURANCE COMMITTEE:

Resolution 94-2022 Establishing The 2023, 2024, 2025, And 2026 Health Insurance Program For Sauk County. MOTION (Gruber/Kinsman). Kasey Hazard, Personnel Director, gave a brief overview of the resolution and responded to supervisors' questions. *(Handout on file)*
VOTE: AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). RECUSED: (1) Teelin. ABSENT AND EXCUSED: (1) Burchill. Motion carried **unanimously.**

Supervisor Teelin returned to the meeting at 7:35 p.m.

CLOSED SESSION:

It is anticipated that the Committee may enter into closed session pursuant to Wis. Stats. S. 19.85 (1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the body has jurisdiction or exercises responsibility. (Topic: Amendment to Administrator's Employment Agreement). A roll call vote will be taken to go into closed session and To return to open session.
MOTION (Rego/Polivka) to go into closed session. **VOTE:** AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Teelin, Hazard, R. Spencer, Carver, Polivka, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe and McCumber. NAYS: (1). Deitrich. ABSENT AND EXCUSED: (1) Burchill. Motion carried.

Chair McCumber announced a five minute recess prior to going into closed session.

Closed session began at 7: 48 p.m.

MOTION (Gruber/Schell) to go into open session.

The meeting went into open session at 7:51 p.m.

MOTION to adopt the amendment to the Administrator's contract. Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 7:54 P.M. MOTION (Klitzke/T. Spencer) to adjourn until Tuesday, October 18, 2022 at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Cummings
Deputy County Clerk

Minutes Approved: October 18, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the September 20, 2022. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 85-2022

Resolution to Honor Kerry Beghin for over 28 Years of Service

Resolution offered by the Finance Committee

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

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with Distinction. Kerry faithfully served the people of Sauk County in the Accounting Department. Kerry started as the County Accountant on November 1, 1993. In March of 2000 she advanced to the Finance Director position. Under her supervision, the Accounting Department and Sauk County received its 19th consecutive Government Finance Officers Association (GFOA) Budget Award, its 9th consecutive Annual Comprehensive Report Award, and its 3rd consecutive GFOA Popular Annual Financial Award. Her knowledge, skills, ability, and leadership will be greatly missed.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its sincere appreciation and commends Kerry Beghin for over 28 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Kerry Beghin an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Finance Committee, this 1st day of September, 2022

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 09.13.2022.

Offered and passage moved by:

_____

Chair Martin F. Krueger

Supervisor Timothy B. McCumber

Supervisor Lynn Eberl

Supervisor Thomas Dorner

Supervisor Richard "Mike" Flint

MIS and Fiscal Note: None

RESOLUTION # 86 - 2022

Resolution to Honor James Daniels for over 25 years of Service

Resolution offered by the Law Enforcement and Judiciary Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Jim faithfully served the people of Sauk County for Tri-County Human Services as a Social Worker beginning in June of 1980 for seven years. Jim served as a Social Worker in the Sauk County Human Services Department for a year beginning on August 13, 1990. Jim then became the Sauk County Register in Probate on August 23, 2004. Jim's dedication and concern for the residents that used his services has been a huge asset to this County and will be greatly missed.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends James Daniels for over 25 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present James Daniels an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 13th day of September, 2022

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Supervisor John Deitrich

Supervisor Kevin Schell

Supervisor David Clemens

Supervisor Sheila Carver

Supervisor Delmar Scanlon

NO FISCAL OR MIS NOTE

$250 9541 ✓14473

Exhibit C

RECEIVED SAUK COUNTY AUG 1, 2022 LAND RESOURCES & ENVIRONMENT DEPT

SAUK COUNTY WISCONSIN

Land Resources & Environment Department
505 Broadway, Ste. 248
Baraboo, Wisconsin 53913
Phone: (608) 355-3275
Fax: (608) 355-3292
www.co.sauk.wi.us

Application Accepted: 8-12-22
Accepted By: Will C
Petition Number: REZ/CUP 25-22
Current Zoning: Ag
Proposed Zoning: Com
Committee Hearing Date: 9-27-22
County Board Date: 10-11-22
Supervisor District #: 4

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: Paul Lucht & Vicky Elliott — Home Phone: 608-985-7332
Mailing Address: E4165 County Rd F, LaValle, WI 53941 — Cell Phone: 608-712-8659
E-mail Address:

Agent/Applicant Name: Paul Lucht — Home Phone: 608-985-7332
Mailing Address: E4165 County Rd F, LaValle, WI 53941 — Cell Phone: 608-712-8659
E-mail Address:

Site Information

Site Address: E4165 County Rd F, LaValle, WI 53941
Parcel ID: 024-0041.10000
Property Description: SW ¼ of NW ¼ Section: 2 , T 13 N, R 3 E,
Town of: LaValle — Current Zoning: ~~Residential~~ Ag
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Vacant land and Shed

Existing Structures/Improvements: 30'x50' Shed

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
7.016 & 7.150	Rezone to Commercial

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

Park and sell Tool/garden Sheds. Make wood products, e.g. Cabinets, signs, chairs, Tables etc. Possibly building park model homes in the future. Also may consider selling open and enclosed Trailers.

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.
☒ Completed Zoning Map Amendment Application Form.
☒ $500 application fee (non-refundable), payable to Sauk County LRE.
☒ Town/County Scheduling Form completed by the applicant and Township.
☒ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown.
☒ Legal description of the area to be rezoned (CSM, Metes & Bounds description)
☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

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

This will not affect Public Welfare in any way. Won't be Harmful to wildlife or ag. Would help utilize land for future Business growth

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

Land to be rezoned is not currently farm land. IT is vacant land, an existing building and a portion of our driveway.

Certification

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

Applicant/Agent: _____ Date: 8-09-22

Property Owner Signature: _____ by Elliott Date: 8-09-22

Zoning Map Amendment Procedures and Requirements

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

What is a Zoning Map Amendment?

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

Standards and Criteria

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

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

Note: Pursuant to Wis. Stat § 91.48(1) A political subdivision (Sauk County) with a certified farmland preservation zoning ordinance may not rezone land out of a farmland preservation zoning district (Exclusive Agriculture) without having the rezoning certified under Wis. Stat § 91.36 and provided that the standards (a) through (d) above are met.

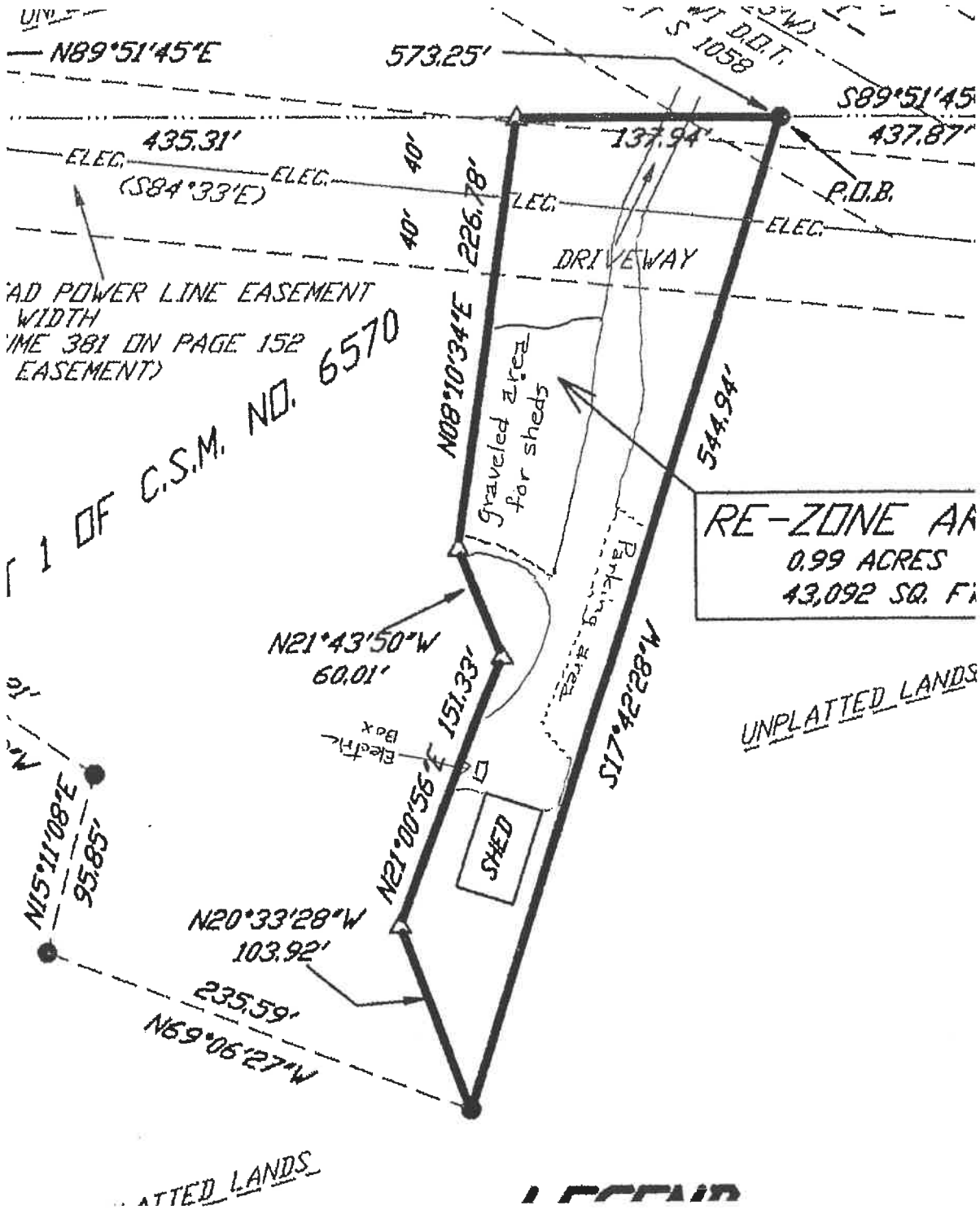
Process

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

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

Paul Lucht - E4165 County Road F, LaValle, WI 53941 608-985-7332
608-712-8659

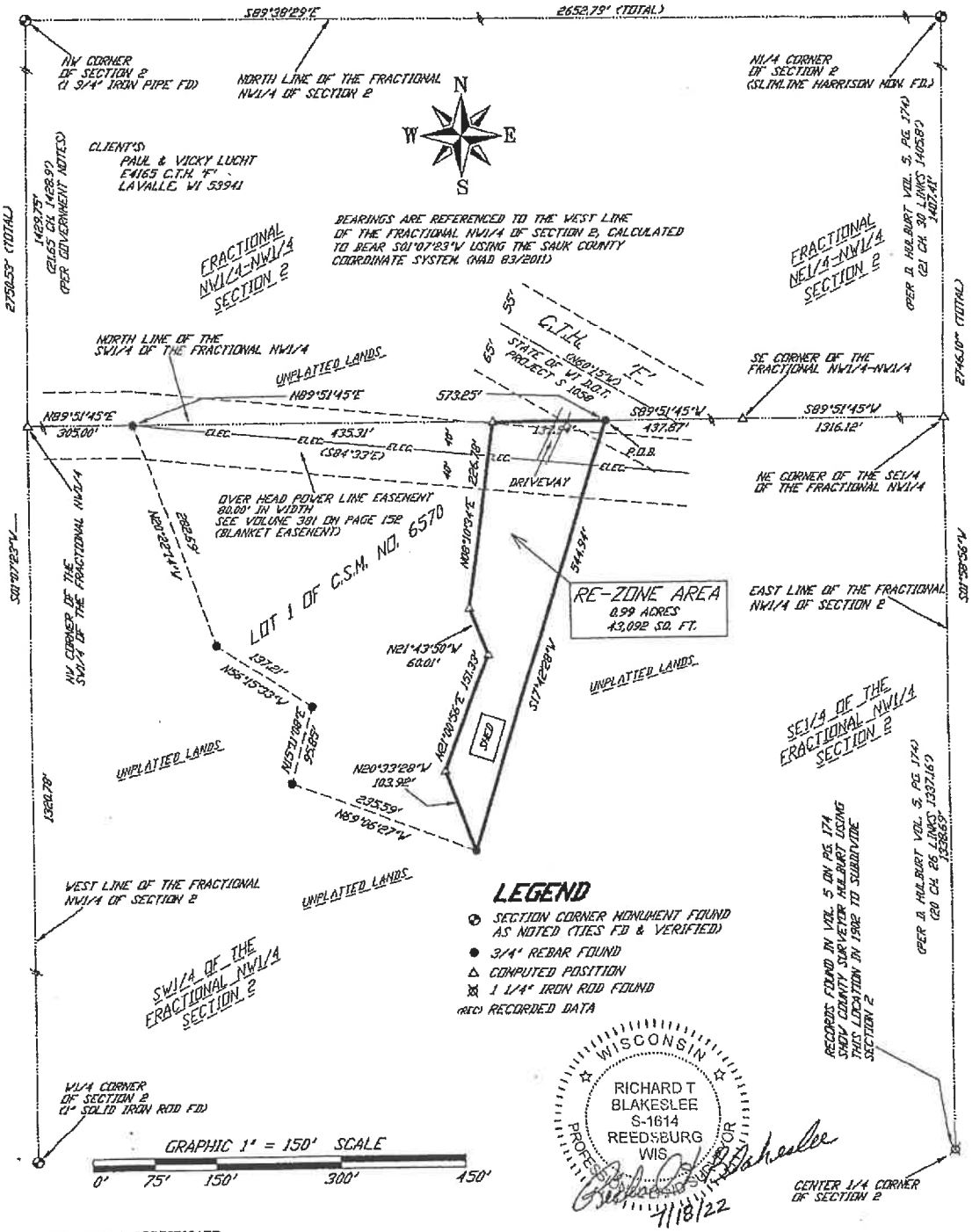
We plan on establishing a business at E4165 County Road F, LaValle called Wood Haven Creations.
This business will include the construction of wood products such as, cabinetry, chairs, signs, Tables as well as possibly in the future park model homes.
There is currently a graded area which will be graveled to park tool or garden sheds for sale.
The driveway is of reground black top with a graveled parking lot near the existing 30'x 50' steel shed that is used as a workshop.
The workshop hours will be from 8Am to 5pm Monday through Friday. Currently there are no other employees planned. The shop is equipped with all necessary wood working equipment. there is a triple dust collection system in place. The concrete floor is insulated and has in-floor heating. Noise level is minimal outside the building. Inside he has head phones and earplugs if necessary. Residual sawdust will be sold to individuals. Storage of lumber will be mostly inside on lumber racks.
The property is not in a wetland or flood plane. There is a water diversion already in place above the area where the tool/garden sheds will be sitting.
A business sign would be put up on our property — most likely on the west side of the driveway.


N89°51'45"E
573.25'
S 1058
D.O.T.
S89°51'45
437.87'
435.31'
137.94'
ELEC.
(S84°33'E)
ELEC.
P.O.B.
40'
40'
226.78'
DRIVEWAY
AD POWER LINE EASEMENT
WIDTH
IME 381 ON PAGE 152
EASEMENT)
1 OF C.S.M. NO. 6570
N08°10'34"E
Gravel area for sheds
544.94'
RE-ZONE AR
0.99 ACRES
43,092 SQ. F
N21°43'50"W
60.01'
151.33'
N21°00'56"E
Parking area
S17°42'28"W
UNPLATTED LANDS
Electric Box
SHED
N15°11'08"E
95.85'
N20°33'28"W
103.92'
235.59'
N69°06'27"W
UNPLATTED LANDS

BLAKESLEE LAND SURVEYING
1228 E. MAIN STREET
REEDSBURG, WI 53959
(608) 524-0402

SURVEY FOR CONDITIONAL USE PERMIT APPLICATION

A PARCEL OF LAND BEING DESCRIBED AS A PART OF LOT 1 OF SAUK COUNTY CERTIFIED SURVEY MAP NUMBER 6570, LOCATED IN THE SW1/4 OF THE FRACTIONAL NW1/4 OF SECTION 2, T13N, R3E, TOWN OF LAVALLE, SAUK COUNTY, WISCONSIN.



LEGEND

- SECTION CORNER MONUMENT FOUND AS NOTED (TIES FD & VERIFIED)
- 3/4" REBAR FOUND
- △ COMPUTED POSITION
- ⊠ 1 1/4" IRON ROD FOUND

(REC) RECORDED DATA

WISCONSIN
RICHARD T BLAKESLEE
S-1614
REEDSBURG WIS.
PROFESSIONAL LAND SURVEYOR

4/18/22

SURVEYOR'S CERTIFICATE

I, RICHARD T. BLAKESLEE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, STAKED AND MAPPED THE ABOVE DESCRIBED PARCEL AND HAVE COMPLIED WITH THE PROVISIONS OF A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Legal Description for conditional use permit

A parcel of land being described as a a part of Lot 1 of Sauk County Certified Survey Map Number 6570; located in the SW1/4 of the fractional NW1/4 of Section 2, T13N, R3E, Town of LaValle, Sauk County, Wisconsin; being more fully described as follows:

Commencing at the North ¼ corner of Section 2; thence S01°58'56"W, 1407.41 feet along the East line of the fractional NW1/4 of Section 2 to the Northeast corner of the SE1/4 of the fractional NW1/4 of Section 2; thence S89°51'45"W, 1316.12 feet along the South line of the aforesaid forty to the Southwest corner thereof; thence S89°51'45"W, 437.87 feet along the North line of the SW1/4 of the fractional NW1/4 of Section 2 to the Northeast corner of Lot 1 of Sauk County Certified Survey Map Number 6570, said point being the point of beginning; thence S17°42'28"W, 544.94 feet along the Easterly line of the aforesaid Lot 1 to the Southeast corner thereof; thence N20°33'28"W, 103.92 feet; thence N21°00'56"E, 151.33 feet; thence N21°43'50"W, 60.01 feet; thence N08°10'34"E, 226.78 feet to a point on the Northerly line of Lot 1 of Sauk County Certified Survey Map Number 6570; thence N89°51'45"E, 137.94 feet along the aforesaid Northerly line to the point of beginning.

Said parcel contains 0.99 acres, more or less, and is subject to the rights-of-way of County Trunk Highway 'F', an over head power line easement and all other utility easements of record.

RESOLUTION # 87-2022

Resolution to: Support Operation Green Light for Veterans

Resolution offered by the ADRC and Veteran's Service Office Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: Encouragement to citizens to recognize and honor veterans by displaying a green light in a window of their place of business or residence for a declared amount of time.

The residents of Sauk County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces. The contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens, and, Sauk County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all.

Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than $52 billion in federal health, disability and compensation benefits each year.

Approximately 200,000 service members transition to civilian communities annually. An estimated 20 percent increase of service members will transition to civilian life in the near future. Studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life.

Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service. The National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans.

Sauk County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Sauk County hereby declares from October 1 through Veterans Day, November 11th, 2022, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; that in observance of Operation Green Light, Sauk County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Approved for presentation to the County Board by the ADRC and Veteran's Service Office Committee, this 12th day of September 2022

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [x] None [ ] 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: 09.13.2022

Resolution 87 2022 (page 2)

Offered and passage moved by:

Supervisor Dennis Polivka

Supervisor Thomas Dorner

Supervisor William Stehling

Supervisor Gaile Burchill

Supervisor Andrea Lombard

Fiscal Note: No Impact

MIS Note: No Impact

RESOLUTION # 88-2022

Resolution to support the City of Baraboo's Knowles-Nelson Stewardship Program land purchase.

Resolution offered by the Executive and Legislative Committee

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

BACKGROUND: A grant from the Knowles-Nelson Stewardship Program has been tentatively awarded to aid the City of Baraboo for its acquisition of 0.43 acres of land located in the City. The property will be used for conservation and public recreational purposes. A resolution from the County in support of the acquisition would be considered by the Department of Natural Resources in determining whether or not to award the grant to the City of Baraboo.

THEREFORE, BE IT RESOLVED, that Sauk County is in support fo the City of Baraboo's applicaiton for Knowles-Nelson Stewardship grant funds for the acquisition of 0.43 acres of land located in the City to be used for conservation and public recreational purposes.

BE IT FURTHER RESOLVED, that the County Clerk forward a copy of this resolution to the Wisconsin Department of Natural Resources for consideration in the grant process.

Approved for presentation to the County Board by the Executive and Legislative Committee, this 6th day of September, 2022.

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [ ] None [ ] 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: _____.

Offered and passage moved by:

_____ Supervisor

_____ Supervisor

_____ Supervisor

_____ Supervisor

_____ Supervisor

Fiscal Note: Sauk County portion of the taxes that would be lost is $788.94.

MIS Note: None

RESOLUTION #89-2022

Resolution Approving the County Aid for Bridge Construction Under Wis. Stat. § 82.08

Resolution offered by the Highway Committee

BACKGROUND:
Municipalities are authorized to petition the County for bridge and culvert project costs that meet certain statutory requirements. The Highway Commissioner received the petitions and petitions met the statutory requirements. The project costs are then reimbursed to each municipality.

WHEREAS, your Committee has included in its budget request appropriations for the granting of petitions for County Aid under Wis. Stat. § 82.08, filed by governmental units as follows:

LOCAL GOVERNMENT BRIDGE	TOTAL AMOUNT	LOCAL SHARE	COUNTY SHARE
TOWN OF DELLONA			
Bluebird Lane	$ 25,436.00	$ 12,718.00	$ 12,718.00
Briar Bluff Road	$ 11,583.81	$ 5,792.81	$ 5,791.00
South Avenue	$ 2,307.50	$ 1,154.50	$ 1,153.00
TOWN OF EXCELSIOR			
Ableman/Beth Road	$ 807.77	$ 404.77	$ 403.00
TOWN OF FAIRFIELD			
Fairfield Road	$ 12,480.55	$ 6,240.55	$ 6,240.00
Shady Lane Road	$ 1,633.10	$ 817.10	$ 816.00
TOWN OF FRANKLIN			
Mill Road	$ 5,504.94	$ 2,752.94	$ 2,752.00
Mint Lane	$ 1,783.00	$ 892.00	$ 891.00
Ohio Rd – Culvert 36"	$ 4,065.06	$ 2,033.06	$ 2,032.00
Ohio Rd – Culvert 48"	$ 8,085.66	$ 4,403.66	$ 4,042.00
Rim Lane	$ 1,401.08	$ 701.08	$ 700.00
Valley View Rd – Culvert 36"	$ 4,153.02	$ 2,077.02	$ 2,076.00
TOWN OF FREEDOM			
Diamond Hill Rd – Bridge	$ 6,820.21	$ 3,410.21	$ 3,410.00
Ulrich Rd – Culvert	$ 8,235.04	$ 4,118.04	$ 4,117.00
TOWN OF LAVALLE			
Dutch Hollow Creek #1	$ 8,147.38	$ 4,074.38	$ 4,073.00
Dutch Hollow Creek #2	$ 10,652.88	$ 5,326.88	$ 5,326.00
TOWN OF PRAIRIE DU SAC			
Town Road	$ 4,088.80	$ 2,044.80	$ 2,044.00

Resolution 89-2022 (page 2)

LOCAL GOVERNMENT BRIDGE	TOTAL AMOUNT	LOCAL SHARE	COUNTY SHARE
TOWN OF WASHINGTON			
Crest Bridge #1	$ 12,936.52	$ 6,468.52	$ 6,498.00
Crest Bridge #2	$ 4,798.24	$ 2,399.24	$ 2,399.00
Crest Bridge #3	$ 5,304.53	$ 2,652.53	$ 2,652.00
Crest Bridge #4	$ 10,073.64	$ 5,037.64	$ 5,036.00
Meadow Bridge #1	$ 6,551.37	$ 3,121.24	$ 3,120.00
			$ 81,534.00

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the above described petitions for County Aid be and hereby are granted with the appropriations shown approved.

For consideration by the Sauk County Board of Supervisors on September 20, 2022.

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

Brian Peper

Terry Spencer

Smooth Detter

Mike Flint

Kevin Schell

Fiscal Note: This Expenditure will be paid from Highway Local Bridge Aids Fund. Funds for this Resolution are included in Highway Budget request for 2023. JMF

MIS Note: No Impact.

RESOLUTION # 90-2022

Resolution to Authorize Participation in the County Conservation Aids Grant Program

Resolution offered by the Land Resources and Environment 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 County Conservation Aids (CCA) program, specifically for the improvement of fish and wildlife resources under Wis. Stat. § 23.09(12). The CCA program is administered as a cost-sharing program, meaning the grant covers up to 50% of total project costs. The Land Resources and Environment Department plans to use the 2023 grant funds towards developing a permitted hunting area with increased accessibility at White Mound County Park.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Land Resources and Environment Director and Parks Operations Coordinator are authorized to act on behalf of Sauk County to sign and submit an application to the WDNR for Conservation Aid Funds, submit to the WDNR reimbursement claims along with necessary supporting documentation within one (1) year of project end date, and take necessary action to undertake, direct, and complete the approved project; and,

BE IT FURTHER RESOLVED that Sauk County will comply with all state and federal laws related to the County Conservation Aids programs and will obtain approval in writing from the WDNR before any change is made in the use of the project site.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of September, 2022.

Consent Agenda Item: [ ] YES [ ] 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: 09.13.2022.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: The present allocation in the 2023 budget request is $4,490, which includes $2,245 of County Conservation Aid and a 50% County match.

MIS Note: No information systems impact.

RESOLUTION # 91-2022

Resolution to Authorize an Addendum to an Intergovernmental Agreement with Dane County for the Great Sauk State Trail-Walking Iron Trail bridge over the Wisconsin River and to Authorize a Request for Proposal for Development of the Trail bridge.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: On April 30, 2019, the Sauk County Board of Supervisors approved Resolution No. 43-2019, which authorized an intergovernmental agreement with Dane County to pursue the steps necessary for the development of a bridge over the Wisconsin River to connect the Great Sauk State Trail to the Walking Iron Trail. Initial phases of development included the feasibility study completed by MSA Professional Services, Inc. In July 2021, the agreement was extended to include geotechnical services completed by Braun Intertec.

To move forward with the next step in the development process, the master agreement must be amended to include the design, engineering, and administration services for the proposed bridge. Dane County and Sauk County wish to continue sharing costs for these additional services for a total projected cost of $1,400,000. Dane County and Sauk County would contribute $700,000 equally towards the project.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, to authorize an addendum (Exhibit A) to the Intergovernmental Agreement with Dane County for the Great Sauk State Trail – Walking Iron Trail bridge over the Wisconsin River for the further development of funding services, construction documents, regulatory permits, and Bid/Construction/Grant Administration.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that the Land Resources and Environment Department be authorized to issue a Request for Proposal for the development of funding services, construction documents, regulatory permits, and Bid/Construction/Grant Administration for the Wisconsin River Bridge.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of September 2022.

Consent Agenda Item: [ ] YES [ ] 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: 09.13.2022.

Offered and passage moved by: **Land Resources and Environment Committee**

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Bob Spencer

Brandon Lohr, Secretary

Valerie McAuliffe

Lynn Eberl

Dennis Polivka

Randy Puttkamer

Fiscal Note: The 2023 LRE Budget includes $2,000,000 of ARPA Funds for further development of the Great Sauk State Trail Wisconsin River Bridge and planning/construction of the Great Sauk State Trail corridor.

MIS Note: No information systems impact.

RESOLUTION # 92-2022

Resolution to a Request for Proposal for Development of Corridor Plan for the Great Sauk State Trail from the Sauk Prairie State Recreational Area to the 400 State Trail

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Several segments of the Great Sauk State Trail have been completed, which has brought us to the Sauk Prairie State Recreational Area. The Land Resources and Environment Department (LRE) has been tasked with creating a corridor plan for the remaining segments of the trail starting from the end of the existing trail to the 400 State Trail within the City of Reedsburg. To expedite this process, the LRE Department has drafted an RFP (Exhibit A), which would allow us to work with a consultant to prepare all of the components necessary for a corridor plan.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the Land Resources and Environment Department be authorized to issue a Request for Proposal for the development of corridor plan for the remaining segments of the Great Sauk State Trail from the Sauk Prairie State Recreational Area to the 400 State Trail within the City of Reedsburg.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of September 2022.

Consent Agenda Item: [ ] YES [ ] 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: 09.13.2022 .

Offered and passage moved by: **Land Resources and Environment Committee**

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Bob Spencer

Brandon Lohr, Secretary

Valerie McAuliffe

Lynn Eberl

Dennis Polivka

Randy Puttkamer

Resolution 92-2022 (Page 2)

Fiscal Note: The 2023 LRE Budget includes $2,000,000 of ARPA Funds for further development of the Great Sauk State Trail Wisconsin River Bridge and planning/construction of the Great Sauk State Trail corridor. An additional $716,380 of carryforward funds are also designated within the 2023 Budget for planning/construction of future GSST segments.

MIS Note: No information systems impact.

RESOLUTION # 93-2022

Resolution to Award a Contract for ATV Trail Improvements

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County annually participates in maintaining, acquiring, insuring or developing lands for public motorized trail use. In doing so, these public motorized trails are eligible for ATV/UTV grant funds through the Wisconsin Department of Natural Resources (DNR). The program funds 100% of the cost for the acquisition, development, insurance, and maintenance of public ATV/UTV trails. Funding for the program comes from ATV/UTV registration fees and a portion of tax on gasoline. The Sauk County Land Resources and Environment Department (LRE) applied for funding for ATV trail improvements in northwest Sauk County. Funding was requested due to the cost of grading, adding an appropriate base and surface, regrading and seeding, adding breaker run and stone and purchasing the appropriate trail signs. The DNR awarded Sauk County a reimbursement grant in the amount of $23,999.

LRE staff held a public bid opening on August 31, 2022 and received 1 sealed bid from LA Valley Underground, LLC in the amount of $23,650. With the trail improvement costs, LRE staff time and permit fees, the estimated total is expected to exceed the grant amount of $23,999. LRE plans to request additional funding from the DNR, but in the event that additional funding is not awarded, the Sauk Ridge Runners, Inc. ATV Club passed Resolution 09/07/22, which states that the Sauk Ridge Runners ATV Club will reimburse Sauk County up to $900 for staff time to administer the grant if additional funding is denied by the Wisconsin Department of Natural Resources. Sauk County believes it is in the best interest of Sauk County to enter into a contract, subject to a contract review by Sauk County Corporation Counsel, for a sum of $23,650 with LA Valley Underground, LLC for ATV trail improvements.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for ATV trail improvements be awarded to LA Valley Underground, LLC for said improvements in the amount of $23,650 and the Land Resources and Environment Director is authorized to enter into an Agreement with LA Valley Underground, LLC and Sauk Ridge Runners, Inc. for ATV trail improvements.

BE IT FURTHER RESOLVED, that ATV trail improvement construction may commence once an Agreement has been signed by both Sauk Ridge Runners, Inc. and Sauk County and all necessary permit approvals have been obtained.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of September, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

MARTY KRUEGER, Chair	PETER KINSMAN, Vice Chair
BRANDON LOHR, Secretary	LYNN EBERL
VALERIE MCAULIFFE	DENNIS POLIVKA
RANDY PUTTKAMER	ROBERT SPENCER

Fiscal Note: Grant funding of $23,999 has been awarded from the DNR. No County tax levy is used to fund the improvements. JMA

MIS Note: No information systems impact.

RESOLUTION # 94 -2022

Resolution Establishing the 2023, 2024, 2025, and 2026 Health Insurance Program for Sauk County.

Resolution offered by the Finance and Personnel and Insurance Committees

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

BACKGROUND:
The employee health insurance program currently consists of three plan design options which are offered to eligible employees. Pursuant to the Personnel Ordinance, financial responsibility shall be limited to 88 percent of the least expensive plan option for single or family coverage.

The County Administrator and Human Resources Director reviewed proposals submitted for 2023 and determined transitioning to Dean would be in the best interests of the county as they proposed the most cost-effective proposal for our service area and demographics while maintaining adequate coverage.

The proposal from Dean drops the plan design to two options, a tiered copay plan and a point of service plan. It also includes renewal guarantees into 2026 as follows: 2024 – not to exceed 6.5%, 2025 – not to exceed 7.9%, and 2026 – not to exceed 9.9%.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, to establish the health insurance program for Sauk County, offering rates as follows:

2023 DEAN INSURANCE RATES (-1.6% decrease of $143,772 from 2022)

DEAN Tiered Copay: In network maximum out of pocket $1,750 (single) or $3,500 (family); $0 office visit copay for Tier 1 (Dean owned facility) $20 office visit co-pay for Tier 2 (Dean covered but not owned facility); $10/$25/$50/30% (generic/brand name) drug copay; $50 urgent care copay for Tier 1 and $100 urgent care copay for Tier 2; $200 emergency room copay (Tier 1 or 2); deductibles of $500 (single) and $1,000 (family):

Single.....$ 715.05 per month per enrolled
Family.....$1,844.82 per month per enrolled

DEAN Point of Service (POS): In network out of pocket maximum $4,600 (single) or $9,200 (family); out of network out of pocket maximum is $10,000 (single) or $20,000 (family); Plan Providers $15 co-pay, $10/$25/$50/$50 (generic/brand name) drug copay, 20% coinsurance; deductibles of $500 (single) or $1,000 (family) for in network; deductibles of $750 (single) or $1,500 (family) for out of network;

Single.....$ 816.68 per month per enrolled
Family.....$2,107.04 per month per enrolled

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 12th day of September 2022

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: 09.13.2022.

Offered and passage moved by:

Supervisor Terry Spencer

Supervisor Carl Gruber

Supervisor Robert Prosser

Supervisor Peter Kinsman

Supervisor Jake Roxen

Fiscal Note:

2023 Projected Health Insurance Costs							
	2022 Cost/mo	2023 Cost/mo	Difference	% change	2022 Annual Total	2023 Annual Total Cost	Difference
HMO No Copay	$ 37,777.12	NA	NA		$ 453,325.44	NA	NA
HMO Copay	$708,346.18	$730,806.66	$(15,316.64)		$ 8,500,154.16	$ 8,769,679.92	$ (183,799.68)
HMO POS	$ 13,863.71	$ 17,199.32	$ 3,335.61		$ 166,364.52	$ 206,391.84	$ 40,027.32
				-1.6	$ 9,119,844.12	$ 8,976,071.76	$ (143,772.36)

2024 Projected Health Insurance Costs							
	2023 Cost/mo	2024 Cost/mo	Difference	% change	2023 Annual Total	2024 Annual Total Cost	Difference
HMO Copay	$730,806.66	$778,309.09	$ 47,502.43		$ 8,769,679.92	$ 9,339,709.11	$ 570,029.19
HMO POS	$ 17,199.32	$ 18,317.28	$ 1,117.96		$ 206,391.84	$ 219,807.31	$ 13,415.47
				6.50%	$ 8,976,071.76	$ 9,559,516.42	$ 583,444.66

2025 Projected Health Insurance Costs							
	2024 Cost/mo	2025 Cost/mo	Difference	% change	2024 Annual Total	2025 Annual Total Cost	Difference
HMO Copay	$778,309.09	$839,795.51	$ 61,486.42		$ 9,339,709.11	$ 10,077,546.13	$ 737,837.02
HMO POS	$ 18,317.28	$ 19,764.34	$ 1,447.06		$ 219,807.31	$ 237,172.09	$ 17,364.78
				7.90%	$ 9,559,516.42	$ 10,314,718.22	$ 755,201.80

2026 Projected Health Insurance Costs							
	2025 Cost/mo	2026 Cost/mo	Difference	% change	2025 Annual Total	2026 Annual Total Cost	Difference
HMO Copay	$839,795.51	$922,935.27	$ 83,139.76		$ 10,077,546.13	$ 11,075,223.20	$ 997,677.07
HMO POS	$ 19,764.34	$ 21,721.01	$ 1,956.67		$ 237,172.09	$ 260,652.12	$ 23,480.04
				9.90%	$ 10,314,718.22	$ 11,335,875.33	$ 1,021,157.10

MIS Note:
No impact.

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
OCTOBER 18, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (28) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Stehling.

4. **Adopt Agenda.** MOTION (Schell/Klitzke). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Scanlon/Carver) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.** None.

7. **Scheduled Appearances.** None.

8. **Public Comment.**
   a. Steve Paske, re: 95-2022.

9. **Communications.** None.

10. **Appointments.**
    a. Sauk County Library Board:
       Carol Kratochwill, New Appointment, Citizen Member
       Linda Kettner, Re-appointment, Citizen Member
       3 – year terms: 01/01/2023- 12/31/2025

    b. Sauk County Personnel Director:
       Anna Cooke

    MOTION (Gruber/Rego) to approve the appointments. Motion carried **unanimously.** *(Voice vote)*

11. **Bills.** None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
    b. Brent Miller
        i. Administrator's report.
    c. Tim McCumber, County Board Chair
        i. WCA Committee Restructuring Presentation. *(Handout on file)*
        ii. Indigenous Peoples' Day – October 10, 2022. *(Handout on file)*

16. **Unfinished Business.** None.

17. **New Business.**

ECONOMIC DEVELOPMENT COMMITTEE:

Resolution 95-2022 Support The Regional EDA Application For Economic Development District. MOTION (Krueger/Gruber). **VOTE:** AYES: (26) Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (2) T. Spencer and Lombard. ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr. Motion carried.

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 96-2022 To Create The Committee On Consolidation Of Committees.
MOTION (Polivka/Kinsman).
MOTION (Burchill/Stehling) to postpone until the November County Board meeting so that a member list could be distributed. Motion carried **unanimously.** *(Voice vote)*

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Resolution 97-2022 Resolution To Deny A Proposed Rezone Petition 25-2022.
MOTION (Polivka/Kinsman). Lisa Wilson, Land Resources & Environment, Director, responded to supervisor's questions. **VOTE:** AYES: (26) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (2) Anderson and Lombard. ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr. Motion carried.

Resolution 98-2022 Authorizing The Director Of Land Resources And Environment To Submit Grant Application For Surface Water Grant Program. MOTION (Kinsman/Polivka). **VOTE:** AYES: (28) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr. Motion carried **unanimously.**

LAW ENFORCEMENT & JUDICIARY COMMITTEE:

Ordinance 11-2022 Amendment To Sauk County Code Chapter 5 To Modify The Section Pertaining To Maintenance And Board Of Prisoners, Cost Of Maintenance For Those Confined Under Home Detention. MOTION (Scanlon/Carver). **VOTE:** AYES: (28) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr. Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (October 18, 2022).*

Ordinance 12-2022 Amendment To Sauk County Code Chapter 11 – Public Peace And Order To Add Ordinances Related To Conduct Prohibited In The Sauk County Jail. MOTION (Schell/Scanlon). **VOTE:** AYES: (28) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr. Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (October 18, 2022).*

Resolution 99-2022 Approving A Request To Apply For A Cooperative County And Ho-Chunk Nation Law Enforcement Program For Tribal Trust Lands Within Sauk County. MOTION (Scanlon/T. Spencer). **VOTE:** AYES: (28) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Lohr.

18. **PRESENTATION OF PROPOSED 2023 ANNUAL SAUK COUNTY BUDGET :**
Brent Miller, Sauk County Administrator; and Lynn Horkan, Finance Director.

Budget Amendment Process:
Supervisors may submit proposed amendments to the 2023 Proposed Budget, (see memo in the 2023 Proposed Budget Book) – the Proposed Supervisor Amendment form is located in the 2023 Proposed Budget Book, and is posted on the Sauk County website in Microsoft Word and pdf formats. Proposed budget amendments are due by October 28, 2022.

Tim McCumber, County Board Chair, entertained a motion to certify the Proposed 2023 Sauk County Budget **for publication**; and to set the time and date for the Public Hearing on the Proposed Budget. This begins the budget review process for the County as a whole.

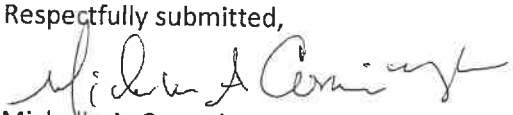
MOTION (Krueger/Flint) to approve the Proposed 2023 Sauk County Budget **for publication** and to set the time and date for the public hearing on the Proposed Budget for Tuesday, November 15, 2022. Motion carried **unanimously.** *(Verbal vote)*

19. **Referrals.**

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

21. **Adjournment to a date certain:** 7:56 P.M. MOTION (Rego/T. Spencer) to adjourn until Tuesday, November 15, 2022, at 6:00 P.M. Motion carried **unanimously.**

Respectfully submitted,



Michelle A. Commings
Deputy County Clerk

Minutes Approved: November 15, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the October 18, 2022. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us
These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 95-2022

Resolution to: Support the Regional EDA Application for Economic Development District

Resolution offered by the Economic Development Committee

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

BACKGROUND: Showing support for the Regional EDA Application for Economic Development District.

Sauk County is located within the six-county proposed Madison Region Economic Development District (EDD) in South Central Wisconsin. In 2019, the Comprehensive Economic Development Strategy (CEDS) submitted by MadREP was approved by the Economic Development Administration (EDA). The approved CEDS includes the six Wisconsin counties of Columbia, Dane, Dodge, Jefferson, Rock, and Sauk, which together form the proposed Madison Region Economic Development District (EDD). Sauk County was an active participant in the completion of the Comprehensive Economic Development Strategy (CEDS) submitted to the Economic Development Administration (EDA). Forty-one census tracts in the proposed Madison Region Economic Development District (EDD) (one of which is in Sauk County) have felt the impact of adverse economic conditions and meet at least one applicable measure of economic distress for unemployment and per capita income as provided in 13 C.F.R. § 301.3 for the 24-month period ending December 2022.

Sauk County believes that the designation of the Madison Region as an Economic Development District (EDD) will help to ensure full cooperation among stakeholders in the Region, along with sustainable economic development actions. The designation of Economic Development District (EDD) includes the counties and area communities located within the district as part of a framework that complements the CEDS and creates a path for communities in the region to get projects funded from grant and aid assistance available through the Economic Development Administration (EDA).

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, as duly elected and authorized representatives of the people of Sauk County, do hereby support the designation of the six-county Madison Region, comprised of Columbia, Dane, Dodge, Jefferson, Rock and Sauk Counties, as a federally designated Economic Development District under 13 C.F.R. § 304.

Approved for presentation to the County Board by the Economic Development Committee, this 17 day of October 2022

Consent Agenda Item: [ ] YES [ ] NO

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

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

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

the Corporation Counsel, _____, Date: 10.13.2022

95-2022

Offered and passage moved by:

County Board Chair Tim McCumber

Supervisor Bryant Hazard

Supervisor Marty Krueger

Supervisor Brandon Lohr

Supervisor Carl Gruber

Supervisor Bob Prosser

Supervisor Mark "Smooth" Detter

Fiscal Note: None

MIS Note:

RESOLUTION# 96-2022

Resolution to create the Committee on Consolidation of Committees.

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: The County Board changed the administrative structure of Sauk County by creating the County Administrator position. The change to an Administrator style of County government also means that the County Board can focus on its policy making role and rely on the Administrator to see that those policies are being followed/implemented which results in requiring less Committee oversight. Several committees are conducting very brief meetings as compared to 2019 and earlier. Additionally, there are several items that are routinely run through multiple committees because of the overlap in responsibilities. A number of counties across Wisconsin have reviewed their committee structures and found ways to merge committees reducing the number of required meetings and saving their county's expense in Supervisor per diem and mileage along with staff time, and other related expenses. This committee will see if there are similar opportunities in Sauk County and shall provide a report to the County Board no later than October 2023 for consideration as part of the 2024 budget and prior to the candidate filing period for the 2024 Supervisor elections that begins in December 2023.

The Committee on Consolidation of Committees shall consist of 10 County Board Supervisors appointed by the County Board Chair. The Committee may call upon Department Heads and other staff to complete their assigned duties.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the Committee on the Consolidation of Committees is hereby created; and

BE IT FURTHER RESOLVED, that the Committee on the Consolidation of Committees shall consist of 10 County Board Supervisors appointed by the County Board Chair and may call upon Department Heads and staff for assistance in completing the duties of the Committee; and

BE IT FURTHER RESOLVED, that the Committee on Consolidation of Committees is charged with the duty to review the current Sauk County Committee structure and make recommendations to the full County Board regarding consolidation of standing committees.

BE IT FURTHER RESOLVED, the Committee on the Consolidation of Committees shall present their findings, conclusions, and recommendations to the full County Board no later than the October 2023 County Board meeting.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 4th, day of October, 2022.

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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 10.11.2022 .

Offered and passage moved by:

_____
Timothy McCumber, Chair

_____
Supervisor John M. Deitrich

_____
Supervisor Marty Krueger

_____
Supervisor Brian L. Peper

_____
Supervisor Carl Gruber

Fiscal Note: Estimated per diem and mileage costs for 10-member Committee on Consolidation of Committees is $10,800 and not currently budgeted.

MIS Note: None

RESOLUTION # 97-2022

Resolution to deny a proposed rezone petition 25-2022

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Paul Lucht owns property in the SW ¼, NW ¼, Section 2, T13N, R3E, Town of La Valle, and has requested a map amendment (rezoning) of property legally described pursuant to petition 25-2022 from Agriculture Zoning District to Commercial Zoning District. The intent of the map amendment (rezoning) is to allow the property owner to apply for a permit for an outdoor retail establishment to advertise and sell garden sheds and trailers.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on September 27, 2022, and recommended denial of rezone petition 25-2022.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Town of La Valle does not support the proposed rezone from an Agriculture to a Commercial zoning district as it is a spot zone not supported by their comprehensive plan. The requested rezone application would take a small area of property and amend its zoning inconsistently with the surrounding property.

The Land Resources and Environment Committee, being fully informed of the facts and after full consideration of the matter, made the following findings and recommendation, which the Sauk County Board of Supervisors has determined are reasonable. The Town Board of the Town of La Valle is opposed to the rezone because rezoning of part of this lot from Agriculture Zoning District to Commercial Zoning District would not be consistent with the Town of La Valle's Comprehensive Plan. If approved, the rezone would create a small commercial development surrounded by agricultural land. The Land Resources and Environment Committee reviewed §7.150(9) of the Sauk County Zoning Ordinance. The Committee concluded the following:

1. The proposed change is not consistent with the Town of La Valle's Comprehensive Plan.
2. The uses permitted by the proposed change are not appropriate for the area.
3. The Town of La Valle did not support the rezone request. (Copy attached)

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors accepts the foregoing as the Land Resources and Environment report recommending denial of rezone petition 25-2022, to rezone property from Agriculture Zoning District to Commercial Zoning District described as SW ¼, NW ¼, Section 2, T13N, R3E, Town of La Valle.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that rezone petition 25-2022, to rezone property from Agriculture Zoning District to Commercial Zoning District described as SW ¼, NW ¼, Section 2, T13N, R3E, Town of La Valle is hereby denied. Within seven (7) days of passage, the County Clerk shall send a certified copy along with the results of the County Board's decision to the petitioner and the La Valle Town Clerk.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 27 day of September, 2022

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 10.13.2022 .

Offered and passage moved by:

MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

LYNN EBERL

DENNIS POLIVKA

BRANDON LOHR

VALERIE MCAULIFFE

ROBERT SPENCER

Fiscal Note: No impact.

MIS Note: No information systems impact.

RESOLUTION # 98-2022

Resolution Authorizing the Director of Land Resources and Environment to Submit Grant Application for Surface Water Grant Program

Resolution offered by the Land Resources and Environment 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 as well as outreach and educational programming are critical components to protecting our water resources. The Wisconsin Department of Natural Resources administers the Surface Water Grant Program that supports efforts to protect water resources, including through watercraft inspection, monitoring, and early detection of aquatic invasive species, and other activities related to aquatic invasive species prevention.

Historically, counties and other organizations were required to apply for grant funding on an annual basis. Starting in 2020, a predetermined funding amount is allocated to each county annually. 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. In 2021, the Upper Sugar River Watershed Association (USRWA) became the designated agent for Sauk County. A Cooperative Agreement is in place which outlines the responsibilities of the county and USRWA. In order for USRWA to receive and utilize these funds, Sauk County must submit a surface water grant application.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session and authorizes the Land Resources and Environment Director to submit the surface water grant application.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 18th day of October 2022.

Consent Agenda Item: [ ] YES [X] NO

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

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

The County Board has the legal authority to adopt: Yes BJD No _____ as reviewed by the Corporation Counsel, _____, Date: 10.11.2022.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA

LYNN EBERL

ROBERT SPENCER

VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: As the designated agent for Sauk County, Upper Sugar River Watershed Association will receive allocated funds of $13,058.86 on behalf of Sauk County directly from the Wisconsin Department of Natural Resources.

MIS Note: No Impact

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 11-2022

Ordinance Amendment to Sauk County Code Chapter 5 to modify the section pertaining to maintenance and board of prisoners, cost of maintenance for those confined under home detention.

Ordinance Amendment offered by the Law Enforcement and Judiciary Committee

BACKGROUND:

Sauk County Code, Chapter 5 Section 5.06(3) sets the costs associated with housing prisoners in both Huber and under home detention and bracelet monitoring, also referred to as electronic monitoring (EM). The cost set by ordinance for EM has not changed since 2006. Much has changed related to technological advancements, deputy wages, and overall inflation in the following 17 years. The program can now implement home breath alcohol monitoring at an additional expense. Neighboring and similarly sized agencies currently charge an average of approximately $25 per day for EM.

The exact daily fee for Huber inmates is no longer specified by ordinance. This allows the sheriff the adjust the rate based on actual cost and can also consider the number of hours the prisoner is employed. Having the same flexibility with the EM rate as the Huber rate would be beneficial as it allows the rate to keep pace with program financial and technological changes and be responsive to special circumstances. The ordinance provides for Law Enforcement and Judiciary Committee oversight in the form of an annual report related to the current rates.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 5.06 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

Sec. 5.06. - Maintenance and board of prisoners.

(1) Responsibility of "Huber Law" prisoners. A "Huber Law" prisoner, Wis. Stats. § 303.08, who is gainfully employed or receives unemployment compensation or employment training benefits while in the jail shall be liable for the cost of maintenance and board as specified in subsection (3).

(2) Prisoners held for other agencies. Any other agency shall be liable for the costs of maintenance and board, as specified in subsection (3), of all prisoners confined in the Sauk County Jail at the other agency's request.

(3) Costs: The cost of maintenance and board for prisoners confined under the "Huber Law" and home detention and bracelet monitoring shall be established by the

sheriff based upon the cost of maintenance and board per day for prisoners, and the number of hours the prisoner is working in remunerative employment. The sheriff shall provide an annual report to the Law Enforcement and Judiciary Committee regarding rates established under this section. The cost of maintenance and board per day for prisoners held at the request of other agencies may be negotiated and set by the sheriff but shall not be set at an amount that is less than the actual costs of maintenance and board for a single prisoner for one day.

(4) Special arrangements. The sheriff, with the approval of the Law Enforcement Committee, may arrange with other agencies for the maintenance and board of prisoners in the Sauk County Jail pursuant to terms other than those provided here, where such special arrangements are deemed necessary in the public interest. Report shall be made at the next County Board meeting of any such arrangements.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee this 11th day of October, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 10.13.2022 .

Offered and passage moved by:

John Deitrich

Kevin Schell

Sheila Carver

Delmar Scanlon

David Clemens

Fiscal Note: The current rate of $17.00 per day does not incorporate the rise in prices for the equipment or the staffing required for monitoring those out on the Electronic Monitoring. The per day cost will be set based on the fixed and variable costs of the program annually.

MIS Note:

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 12-2022

Ordinance Amendment to Sauk County Code Chapter 11 – Public Peace and Order to add ordinances related to conduct prohibited in the Sauk County Jail.

Ordinance Amendment offered by the Law Enforcement and Judicial Committee

BACKGROUND:

Sauk County Code Chapter 11 incorporates several provisions of Wisconsin Criminal Code into the Sauk County Code of Ordinances with the stated purpose of promoting public peace and order. From a law enforcement and judicial prospective, regulating certain prohibited conduct through both criminal law and county ordinance provides greater latitude in the enforcement and prosecution of offenses. The ability to handle some offenses as ordinance violations can alleviate strain on the Courts and provide a better outcome for the violator while still achieving the desired punitive and corrective results.

Two specific Wisconsin Statutes govern conduct prohibited based where the conduct occurred to include county jails as an applicable location. Wis. §946.73 establishes a Class C misdemeanor for violating any lawful rule of a penal institution. Wis. §302.095 establishes a Class I Felony for delivering articles to inmates or possessing prohibited articles in a jail. The Sauk County Jail also has an inmate rulebook governing inmate behavior and an internal disciplinary system with sanctions for violations. There is currently not a county ordinance adopting the above-referenced state statutes, leaving a broad gap between criminal offenses and jail rule violations. The creation of the proposed ordinances would allow greater flexibility and options for both jail and judicial staff when addressing these prohibited activities within the Sauk County Jail.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions, or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Chapter 11, Sections 15-18 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

Sec. 11.15 – Delivering articles to inmate.
(1) In this section, "jail" means any of the following:
(a) A jail, as defined in s. 302.30.
(b) A house of correction.

(c) A Huber facility under s. 303.09.
(d) A lockup facility, as defined in s. 302.30.

(2)

(a) Any officer or other person who does any of the following contrary to the rules or regulations and without the knowledge or permission of the sheriff or other keeper of the jail, may be penalized as provided in this chapter:

1. Delivers, procures to be delivered, or has in his or her possession with intent to deliver to any inmate confined in a jail, any article or thing whatever, with intent that any inmate confined in the jail shall obtain or receive the same.

2. Deposits or conceals in or about a jail, or the precincts of a jail, or in any vehicle going into the premises belonging to a jail, any article or thing whatever, with intent that any inmate confined in the jail shall obtain or receive the same.

3. Receives from any inmate any article or thing whatever with intent to convey the same out of a jail.

(b) Any person who, contrary to the rules or regulations and without the knowledge or permission of the sheriff or other keeper of the jail, has in his or her possession with intent to retain for himself or herself any article or thing whatever.

Sec. 11.16 – Violation of County Jail Rules

(1). Whoever violates any lawful rule made pursuant to state law governing the Sauk County Jail or Huber Facility while within the same or the grounds thereof may be penalized as provided in this chapter.

Sec. 11.17 - Penalty.

The penalty for violating any section of this chapter shall be a forfeiture of not less than $10.00 nor more than $1,000.00 together with court costs and fees prescribed by Wis. Stats. § 814.63(1) and (2), penalty assessment imposed by Wis. Stats. § 165.87, jail assessment imposed by Wis. Stats. § 53.46(1), and automation fee imposed by Wis. Stats. § 814.635.

Sec 11.18. - Enforcement.

(1) Actions under this chapter shall be prosecuted in the name of Sauk County by the Sauk County District Attorney in the Circuit Court of Sauk County in accordance with the provisions of Wis. Stats. ch. 778

(2) All actions under this chapter shall be commenced by the issuance and filing of a citation prepared in accordance with Chapter 20 of the Sauk County Code of Ordinances.

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee this 11th day of October, 2022.

Consent Agenda Item: [ ] YES [x] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: October ~~18~~ 13, 2022.

Offered and passage moved by:

John Deitrich

Kevin Schell

Delmar Scanlon

Sheila Carver

David Clemens

Fiscal Note: No fiscal impact.

MIS Note: None

RESOLUTION NO. 99 - 2022

APPROVING A REQUEST TO APPLY FOR A COOPERATIVE COUNTY AND HO-CHUNK NATION LAW ENFORCEMENT PROGRAM FOR TRIBAL TRUST LANDS WITHIN SAUK COUNTY

Background: This is an annual Resolution that allows us to apply for funding for our patrolling costs of the Ho-Chunk lands. Sauk County has federally recognized Ho-Chunk Nation Trust Lands having significant Wisconsin Ho-Chunk population within the borders. The State and County of Sauk have joint responsibility for providing law enforcement aid under Wis. Stat. § 165.90 to help defray the cost of services provided on Indian trust lands.
Fiscal Impact: [ ] None [x] Budgeted Revenue [ ] Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, and directs the Sauk County Sheriff's Department to make application to the State of Wisconsin, Department of Justice, for aid in the amount not to exceed the limit to defray costs to enforce the laws of the State of Wisconsin on Indian trust lands in the County of Sauk and to administer such grant monies under the grant guidelines.

For consideration by the Sauk County Board of Supervisors on October 18, 2022.

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT COMMITTEE

JOHN DEITRICH

KEVIN SCHELL

SHEILA CARVER

DELMAR SCANLON

DAVID CLEMENS

Fiscal Note:
Actual revenues received were $23,308 in 2022; $24,500 was the amount that was included in 2023 proposed budget.

MIS Note: No MIS impact.

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
NOVEMBER 15, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

6:00 PM – PUBLIC HEARING ON PROPOSED 2023 SAUK COUNTY BUDGET
Pursuant to Wis. Stats. § 65.90, for the purpose of soliciting comments from the public regarding the 2023 Sauk County Budget.

1. **CONVENE PUBLIC HEARING ON THE PROPOSED 2023 SAUK COUNTY BUDGET**
   Tim McCumber, County Board Chair.

2. **BUDGET PRESENTATION**
   Brent Miller, County Administrator and Lynn Horkan, Finance Director.

3. **PUBLIC COMMENT REGARDING THE *PROPOSED 2023 SAUK COUNTY BUDGET* – 3 MINUTE LIMIT**
   a. Tom Kriegl, re: Budget.

4. **CLOSE PUBLIC HEARING**
   Tim McCumber, County Board Chair.

5. **ADJOURN PUBLIC HEARING**
   Tim McCumber, County Board Chair.
   MOTION (Klitzke/Flint) to adjourn the public hearing @ 6:22 P.M. Motion carried **unanimously.**

ANNUAL MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:22 P.M.**

2. **Roll Call.** PRESENT: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL: (1) Dorner. ABSENT & EXCUSED: (1) Teelin.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Chrisler.

4. **Adopt Agenda.** MOTION (Klitzke/Scanlon). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Fordham/Schell) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   a. **HIGHWAY COMMITTEE:**
      i. **Resolution 100-2022 To Honor Anthony Uptagraw For Over 31 Years Of Faithful Service To The People Of Sauk County.** MOTION (Peper/R. Spencer). Motion carried **unanimously.** *(Verbal vote)*

7. **Scheduled Appearances.** None.

8. **Public Comment.** None.

9. **Communications.**
   a. 10/25/2022 Letter from State of Wisconsin Department of Natural Resources, re: Land for Lower Wisconsin State Riverway.

10. **Appointments.**
   a. Families Come First/Comprehensive Community Services Coordinating Committee:
      Robert Churchill, Re-appointment, Citizen Member
      2- year term: 11/15/2022 - 11/14/2024

   b. Pink Lady Rail Transit Commission:
      Alan Anderson, Re-appointment, Citizen Member
      2- year term: 11/15/2022 - 11/14/2024

   c. Health Care Center Board of Trustees:
      William Higgins, Re-appointment, Citizen Member
      2- year term: 01/01/2023- 12/31/2025

   MOTION (Klitzke/T. Spencer) to approve the appointments. Motion carried **unanimously.** *(Voice vote)*

11. **Bills.** None.

12. **Claims.**
   a. Notice of Claim: Jack Snyder.
   b. Notice of Claim: Robert Szweda.

   Claims were forwarded to the County's insurance company. Corp. Counsel is waiting for a response.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
   a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
      i. Petition 16-2022, Applicant: Amos Miller; Project Location: Town of Ironton; Current Zoning: Exclusive Agriculture; Proposed Zoning: Agriculture.
   b. Brent Miller
      i. Administrator's report.
      ii. Third Quarter Financial Report. (Report given by Lynn Horkan, Finance Director)
   c. Tim McCumber, County Board Chair
      i. Board Chair Update

16. **Unfinished Business.**

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 96-2022 To Create The Committee On Consolidation Of Committees.
MOTION (Peper/Rego).
MOTION (Fordham/Carver) to approve the attachment to the resolution listing the committee members to be part of the document. Motion carried **unanimously.** *(Verbal vote)*
Vote on original MOTION (Peper/Rego) to approve Resolution 96-2022 To Create The Committee On Consolidation Of Committees, as amended, with attachment listing the committee members.
VOTE: AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. AYES VIRTUAL: (1) Dorner. NAYS: (0). ABSENT & EXCUSED: (1) Teelin. Motion carried **unanimously.**

17. **New Business.**

ECONOMIC DEVELOPMENT & FINANCE COMMITTEES:

Resolution 101-2022 For Sauk County To Contribute The Local Share – Phase 3 Of The Merrimac Bridge Refurbishing And Upgrade. MOTION (Krueger/Dorner). **VOTE:** AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. AYES VIRTUAL: (1) Dorner. NAYS: (0). ABSENT & EXCUSED: (1) Teelin. Motion carried **unanimously.**

EXECUTIVE & LEGISLATIVE COMMITTEE:

Ordinance 13-2022 Ordinance Amendment To Sauk County Code 43.08, Establishing The Fee To Be Charged For An Expedited Marriage License Waiving The Three-Day Waiting Period On Marriage License Issuance. MOTION (Peper/Gruber). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. AYES VIRTUAL: (1) Dorner. NAYS: (1) Detter. ABSENT & EXCUSED: (1) Teelin. Motion carried. *Ordinance effective upon passage pursuant to 59.02(2), of Wisconsin State Statutes (November 15, 2022).*

PERSONNEL & INSURANCE COMMITTEE:

Resolution 102-2022 To Create New Positions For The 2023 Budget.
MOTION (Gruber/Kinsman). **VOTE:** AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. AYES VIRTUAL: (1) Dorner. NAYS: (0). ABSENT & EXCUSED: (1) Teelin. Motion carried **unanimously.**

FINANCE COMMITTEE:

Resolution 103-2022 Approving The 2023 Budget And Establishing Taxes To Be Levied In Sauk County For The Year 2022 (Payable In 2023). MOTION (Krueger/Flint).

- Levy rate, including special purpose levies, of $3.76 per $ 1,000.00 ($0.09 decrease)
- Total levy dollars raised of $34,513,109.00

VOTE: AYES: (29) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. AYES VIRTUAL: (1) Dorner. NAYS: (0). ABSENT & EXCUSED: (1) Teelin. Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 7:04 P.M. MOTION (Klitzke/Schell) to adjourn until Tuesday, December 20, 2022, at 6:00 P.M. Motion carried **unanimously.**

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: December 20, 2022.
State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the November 15, 2022. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION #100-2022

Resolution to Honor Anthony Uptagraw for over 31 years of Faithful Service to the People of Sauk County

Resolution offered by the Highway Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Tony faithfully served the people of Sauk County for the Highway Department. Tony started on July 15, 1991 as a Mechanic's Helper. Tony maintained professional and ethical integrity while serving the County. Tony was an essential team member to the Highway Department and all of Sauk County.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Anthony Uptagraw for over 31 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Anthony Uptagraw an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Highway Committee, this 15th day of November 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 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 moved by: Highway Committee

Brian Peper

Terry Spencer

Smooth Detter

Mike Flint

Kevin Schell

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

9235 250 — ✓2912

Exhibit C

Application Accepted:	5-12-22
Accepted By:	WJL
Petition Number:	REZ-CUP 16-2022
Current Zoning:	EA
Proposed Zoning:	AG
Committee Hearing Date:	10-25-22
County Board Date:	12-20-22
Supervisor District #:	5

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

MAY 04 2022
LAND RESOURCES & ENVIRONMENT

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: Amos W. Miller — Home Phone: 608-985-8928
Mailing Address: S-3558 LaRue Rd. LaValle, WI. 53941 — Cell Phone:
E-mail Address:

Agent/Applicant Name: Amos Miller — Home Phone: 608-985-8556
Mailing Address: E3822 Brimmer Rd LaValle, WI. 53941 — Cell Phone:
E-mail Address:

Site Information

Site Address: S-3558 LaRue Rd. LaValle, WI. 53941
Parcel ID: 022-0360
Property Description: NE ¼ SW ¼ Section 15, T 12 N, R 3 E,
Town of: Ironton — Current Zoning: EA
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Agricultural

Existing Structures/Improvements: House, machine shed and barn

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
7.013 & 7.150	Ag

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

Refer to written narrative

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.
☐ Completed Zoning Map Amendment Application Form.
☐ $500 application fee (non-refundable), payable to Sauk County LRE.
☐ Town/County Scheduling Form completed by the applicant and Township.
☐ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown.
☐ Legal description of the area to be rezoned (CSM, Metes & Bounds description)
☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

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

This will be a small family run business and should have minimal impact on neighbors. There are not really any close neighbors.

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

This business will not be taking out any farm land as the spot for building is in the yard and it will not be in any fields. The small family run woodworking business will be across the driveway from our house.

Certification

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

Applicant/Agent: Amos W. Mill Date: 4-26-22

Property Owner Signature: Amos W. Mill Date: 4-26-22

Zoning Map Amendment Procedures and Requirements

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

What is a Zoning Map Amendment?

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

Standards and Criteria

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

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

Note: Pursuant to Wis. Stat § 91.48(1) A political subdivision (Sauk County) with a certified farmland preservation zoning ordinance may not rezone land out of a farmland preservation zoning district (Exclusive Agriculture) without having the rezoning certified under Wis. Stat § 91.36 and provided that the standards (a) through (d) above are met.

Process

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

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

9235 250 - 12912

Application Accepted:	5-12-22
Accepted By:	Will C
Petition Number:	REZ-CUP 16-2022
Hearing Date:	10-25-22
Supervisor District #:	5

SAUK COUNTY
WISCONSIN

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

RECEIVED
SAUK COUNTY
MAY 04 2022
LAND RESOURCES & ENVIRONMENT DEPT

Conditional Use Permit Application

General Information

Property Owner Name: Amos W. Miller Home Phone: 608-985-8928
Mailing Address: S-3558 LaRue Rd. LaValle, Wi 53941 Cell Phone:
E-mail Address:

Agent/Applicant Name: Amos W. Miller Home Phone: 608-985-8928
Mailing Address: E3822 Brimmer Rd LaValle, Wi. 53941 Cell Phone:
E-mail Address:

Site Information

Site Address: S-3558 LaRue Rd. LaValle, Wi. 53941
Parcel ID: 022-0360
Property Description: NE ¼ SW ¼ Section 15, T 12 N, R 3 E,
Town of: Ironton Zoning:
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Agricultural

Existing Structures/Improvements: House, machine shed, barn

Proposed Use

Applicable Ordinance Section	Description
7.040	Wood Fabrication

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

See written narrative

If your proposal has additional development or secondary standards, please explain how your proposal meets or exceeds those requirements. Please attached additional sheets, if necessary.

B

General Application Requirements

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

- ☐ Completed Conditional Use Permit Application Form.
- ☐ A completed Land Use Permit Application Form with appropriate fee, payable to Sauk County LRE
- ☐ A completed Town/County Scheduling Form
- ☐ $500 application fee (non-refundable), payable to Sauk County LRE
- ☐ C A written narrative of the proposed conditional use; to include: a description of the proposed business activity; equipment used in the business activity; days/hours of operation; number of employees; noise, dust, vibration, fumes abatement measures; visual screening measures; and other features or characteristics (signs, fences, outdoor display/storage areas, etc.).
- ☐ A scaled site plan which shall include the location of all existing and proposed buildings, driveways, entrances, sidewalks, trails, and signs; the location, size number and screening of all parking spaces.
- N/A ☐ Landscaping Plan, if applicable.
- N/A ☐ Stormwater and Erosion Control Plan, if applicable.
- N/A ☐ A detailed proposal including covenants, agreements, or other documents showing the ownership and method of assuring perpetual maintenance of land to be owned or used for common purposes.
- ☐ Building elevation and floor plans, if applicable.
- ☐ Any other information as required by the zoning administrator to explain the request.

Conditional Use Standards

Part A: Conditional Use Standards

Please explain how the establishment, maintenance, or operation of the proposed use may not be detrimental to or endanger the public health, safety, or general welfare of the occupants of surrounding lands.

D.

Please explain how the use will be designed constructed, operated, and maintained so as to be compatible and be appropriate in appearance with the existing or intended character of the general vicinity, and that such use may not change the essential character of the area by substantially impairing or diminishing the use, value or enjoyment of existing or future permitted uses in the area.

E.

Part B: Conditional Use Criteria

Please explain how the proposed conditional use is able to address the following:

(a) Erosion potential of the site based on topography, drainage, slope, soil type, and vegetative cover and mitigation of erosion potential.
(b) The prevention and control of water pollution, including sedimentation, and the potential impacts on floodplain and wetlands.
(c) Whether the site has adequate utilities including, acceptable disposal systems.
(d) Whether the site has access to roads and highways.
(e) Whether the site has suitable ingress and egress.
(f) Whether the site is designed to minimize traffic congestion, and the potential effect on traffic flow.

F.

Certification

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

Applicant/Agent: Anna W. Mills Date: 4-26-22

Property Owner Signature: Anna W. Mills Date: 4-26-22

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

written narrative

A.
The use of this building is to build cabinets and/or dovetail drawers to be used on cabinets for other cabinet makers, then there will be a part for storage of our buggys if they are not in use and also will be used as a horse barn. See the floor plans for details. This will be a small 2 or 3 man family business

B. The plan is to buy rough cut kiln dried lumber and build cabinets and/or cabinet parts and everything we sell will be custom built on site

C.
As far as business activity: this <u>again</u> will be a 2 or 3 man business in operation 8 to 10 hours a day and 5 or 6 days a week, machines will be inside building and will be run with a lineshaft which will be powered from an engine approximately 90 horsepower all of dust will be run through a dust collection system

D. The operation of this business will be strictly on the property described and will require delivery of materials approximately every 2 weeks and should not have any effect on any occupants of the surrounding lands

E. This operation will be designed for trucks to drive up to shop to deliver the materials than turn around in driveway to drive out to road or drive in and back out again. and the same goes for the finished product to leave the shop

F. A. is on next page

b. The closest running water is a creek appoximately 600' from site plan

C. This operation will be self efficient there will be no electrical power to shop, it's a family run business and restrooms will be used in house
D. The site has 1 driveways off of LaRue Road

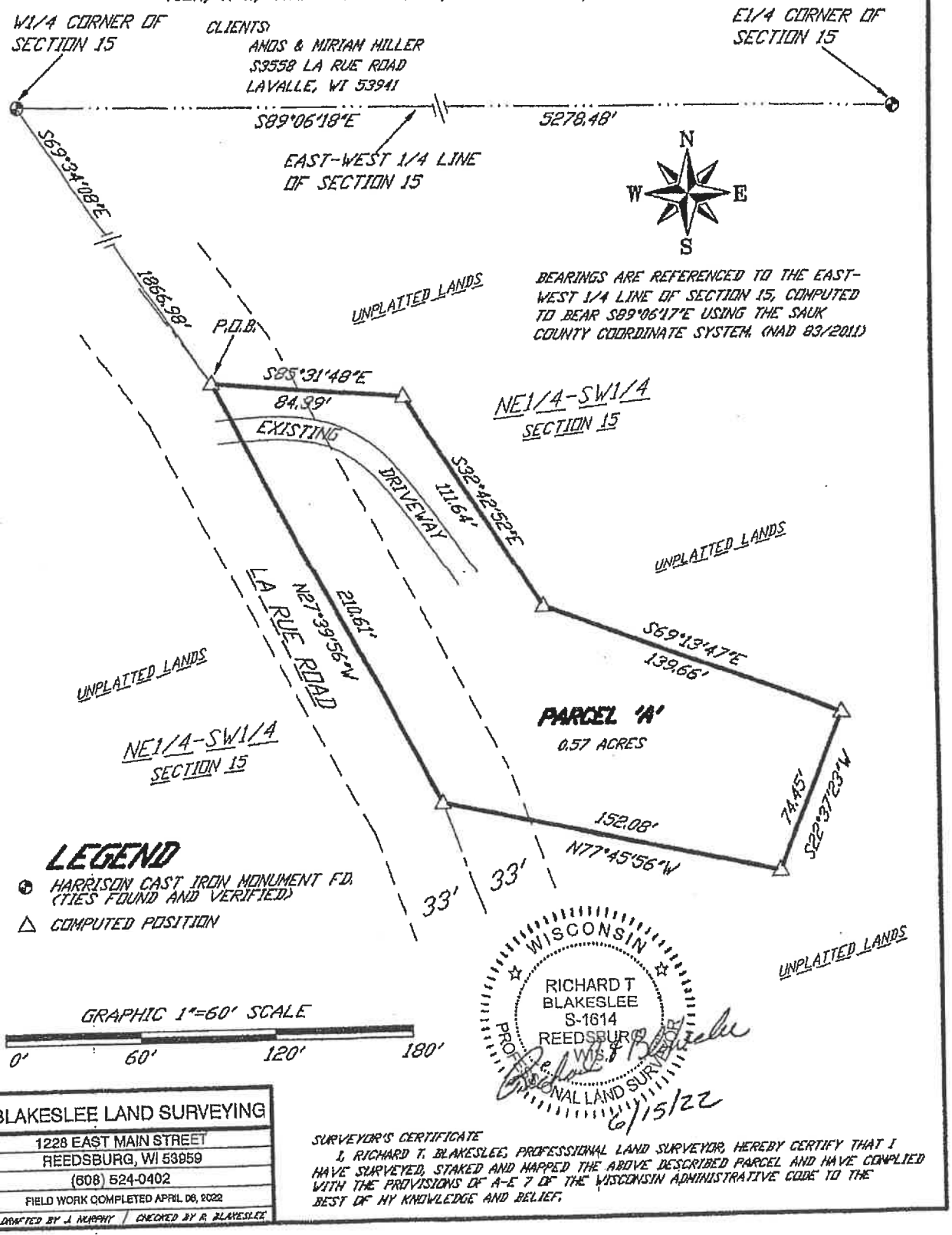
F.
e. Deliveries will come primarily by box trucks, and trucks will drive in then back out onto roadway or back in and drive out

F. This operation will have minimal effect on traffic flow

F. A. The building will be built in slope so there should be minimal and/or no fill brought in and we will seed and mulch the area and if erosion looks to be a problem we will put up silt fence

SURVEY FOR CONDITIONAL USE PERMIT APPLICATION

A PARCEL OF LAND LOCATED IN THE NE1/4-SW1/4 OF SECTION 15, T12N, R3E, TOWN OF IRONTON, SAUK COUNTY, WISCONSIN.



BLAKESLEE LAND SURVEYING
1228 EAST MAIN STREET
REEDSBURG, WI 53959
(608) 524-0402
FIELD WORK COMPLETED APRIL 06, 2022
DRAFTED BY J. MURPHY / CHECKED BY R. BLAKESLEE

SURVEYOR'S CERTIFICATE

I, RICHARD T. BLAKESLEE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, STAKED AND MAPPED THE ABOVE DESCRIBED PARCEL AND HAVE COMPLIED WITH THE PROVISIONS OF A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Legal Description for conditional use permit

A parcel of land located in the NE1/4-SW1/4 of Section 15, T12N, R3E, Town of Ironton, Sauk County, Wisconsin; being more fully described as follows:

Commencing at the West ¼ corner of Section 15; thence S69°34'08"E, 1866.98 feet to a point on the center line of La Rue Road, said point being the point of beginning; thence S85°31'48"E, 84.39 feet; thence S32°42'52"E, 111.64 feet; thence S69°13'47"E, 139.66 feet; thence S22°37'23"W, 74.45 feet; thence N77°45'56"W, 152.08 feet to a point on the center line of La Rue Road; thence N27°39'56"W, 210.61 feet along said center line to the point of beginning.

Said parcel contains 0.57 acres, more or less, and is subject to the rights-of-way of La Rue Road and all utility easements of record.

Sauk GIS Web Map

0 0.01 0.02 mi

SAUK COUNTY WISCONSIN

Sauk County Land Information/GIS

8/23/2022

FOR INFORMATIONAL PURPOSES ONLY Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.

Accounting Department

Lynn M Horkan
Finance Director
505 Broadway, Baraboo, WI 53913

PHONE: 608-355-3236
FAX: 608-355-3522
E-Mail: lynn.horkan@saukcountywi.gov

To: Sauk County Board of Supervisors
Date: November 15, 2022
About: September, 2022 3rd Quarter Financial Report – 75.00% of Year

Revenues

Overall, 31.02% of annual revenues have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12th every month, and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Grants & Aids	39,006,316	15,110,149	(23,896,167)	38.74%
User Fees	9,770,017	5,768,784	(4,001,233)	59.05%
Sales Tax	9,482,726	8,495,449	(987,277)	89.59%
Intergovernmental Charges	9,003,831	6,305,882	(2,697,949)	70.04%
Licenses & Permits	877,939	876,643	(1,296)	99.85%
Other Taxes	743,195	621,805	(121,390)	83.67%
Rent	688,825	594,200	(94,625)	86.26%
Fines, Forfeitures & Penalties	505,100	369,712	(135,388)	73.20%
Miscellaneous	265,068	211,424	(53,644)	79.76%
Interest	208,025	594,481	386,456	285.77%
Donations	107,250	74,880	(32,370)	69.82%
Total	70,658,292	39,023,410	(31,634,882)	55.23%

- Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. The County incurs the expenses, submits the paperwork to primarily the State, and reimbursement comes later. For this reason, many grant dollars lag the percentages. Grants and aids are the highest revenue source for the County other than property taxes. Additionally, the grants and aids budget includes American Rescue Plan Act funds of $9,087,507 which have only been minimally spent to date, so only minimally recognized. In Human Services, many Wisconsin Department of Health & Family Services payments are received in July for the first half of the year, approximately $3.2 million. Transportation aids of $1,602,000 are received 25% in January, 50% in July, and 25% in October. Local road improvement funds of $1,000,000 are received in December. Shared revenue of $771,800 is received 15% in July and 85% in November. CDBG Close Federalized grant funds of $375,000 will not be received until project(s) are completed.
- User fees seem to be generally on track for the first half of 2022; however, 75% of the County's user fees are generated by the nursing home. With staffing shortages, the Health Care Center has needed to limit admissions, so these revenues are lagging. The Health Care Center is managing their staffing levels to offset the loss of revenues.
- Licenses and permits largely relate to retail food licenses issued by Environmental Health. Budgeted at $485,000, these dollars are generally received in May through June.
- Other taxes are largely from two areas: Interest and penalty on delinquent taxes (budgeted at $425,000 for the year, with collections through September of $322,812) and real estate transfer tax (budgeted $250,000, collected $288,600).
- Fines, forfeitures and penalties are typically highest in the summer months.
- Interest earned on invested funds is rebounding as 2022 progresses. Budgeted interest was set conservatively low.
- Donations are slightly lower than budgeted due to congregate meal sites being limited due to COVID restrictions. Losses are moderated by successful restaurant model meal provision and home delivered meals donations.

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of October 31, 2022 follow. This means uncollected delinquent taxes due to Sauk County equal $1,825,855, which is $763,219 less than a year ago at this time. Of this total, about 23.87% ($435,911) was originally levied to fund County operations. The remaining 76.13% ($1,389,945) was originally levied by schools and other local governments. The second installment of the 2021 levy, collected 2022, was due July 31, 2022.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of Oct 31, 2022	Percent of County-Wide Levy Collected
2021	2022	$3.85	30,894,764	138,100,508	855,317	99.38%
2020	2021	$4.33	32,260,337	135,031,406	425,317	99.69%
2019	2020	$4.44	31,730,876	132,115,600	265,281	99.80%
2018	2019	$4.53	31,162,356	128,506,425	116,142	99.91%
2017	2018	$4.68	30,969,018	124,864,925	91,811	99.93%
2016	2017	$4.72	30,351,664	122,692,581	8,574	99.99%
2015	2016	$4.76	30,183,042	123,046,787	8,596	99.99%
2014	2015	$4.97	29,878,110	121,004,422	9,757	99.99%
2013	2014	$4.79	28,854,774	124,273,971	17,957	99.99%
2012	2013	$4.66	28,531,297	122,259,549	10,456	99.99%
2011	2012	$4.54	28,531,297	121,315,933	9,401	99.99%
2010	2011	$4.42	28,531,297	122,553,732	7,246	99.99%
Uncollected Taxes as of October 31, 2022					*1,825,855*	
One Year Ago - Uncollected Taxes as of October 31, 2021					*2,589,075*	

Sales tax receipts lag the month of sale by two months. For instance, for sales made at stores during August, vendors report and remit the sales tax to the State at the end of September, the State processes the information throughout October, and the County receives its payment at the end of October. Therefore, the County's financial reports as of the end of October only contain sales made through August. Further, sales tax is not at all received equally each month through the year. Summer receipts and the December holidays are higher. Sauk County increased its sales tax budget for 2022 to $9,482,726.

Adjusting the budget for historical seasonal receipts, 2022 sales tax collections are ahead of budget at this point.

Sales Tax Payment Month	Sales Tax Sales Month	2017	2018	2019	2020	2021	2022	Average 2017-2021 Cumulative % of Year	Actual 2022 Cumulative % of Budget
March	January	601,459	583,943	572,392	595,656	613,343	770,903	6.11%	8.13%
April	February	576,910	454,734	554,971	679,216	874,520	899,016	12.58%	17.61%
May	March	708,391	849,721	806,945	544,024	920,724	891,882	20.47%	27.02%
June	April	792,838	732,946	671,737	517,762	955,540	1,176,994	28.03%	39.43%
July	May	705,028	690,120	800,087	787,082	1,013,299	923,294	36.26%	49.16%
August	June	930,001	1,151,529	1,172,155	891,529	1,146,590	1,224,783	47.16%	62.08%
September	July	1,092,529	1,025,166	881,359	931,365	1,530,432	1,524,487	58.41%	78.16%
October	August	907,831	900,579	1,088,730	1,054,110	998,997	1,084,090	68.61%	89.59%
November	September	840,633	950,737	889,289	684,237	913,085		77.42%	
December	October	689,892	588,679	584,826	783,685	977,483		84.89%	
January	November	545,827	691,162	752,038	686,268	732,450		91.91%	
February	December	781,584	764,150	686,142	735,956	959,802		100.00%	
Sales Tax Collected		9,172,923	9,383,467	9,460,672	8,890,889	11,636,263	8,495,449		
Sales Tax Budgeted		8,020,000	8,775,658	8,775,658	9,889,000	9,157,074	9,482,726		
Collected in Excess of (Below) Budget		1,152,923	607,809	685,014	(998,111)	2,479,189	(987,277)		

Expenditures

Expenditures for wages, salaries and benefits tend to be spread relatively evenly throughout the year, and it is generally reasonable to assume 1/12th should be recorded each month. Supplies and services in most areas also tend to be spent fairly evenly throughout the year. Debt service is paid in April (interest only) and October (principal and interest). Capital outlay is rarely spent evenly, and there are huge peaks and valleys by month or quarter.

Overall, 62.61% of annual expenditures (excludes capital outlay) have been recognized through September. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Capital Outlay	52,579,939	5,362,307	47,217,632	10.20%
Supplies & Services	45,674,719	27,628,470	18,046,249	60.49%
Wages & Salaries	40,141,397	26,072,661	14,068,736	64.95%
Labor Benefits	15,766,398	9,897,492	5,868,906	62.78%
Total	101,582,514	63,598,623	37,983,891	62.61%

Current Sauk County 2022 Financial Position

Sauk County managers spend a great deal of effort monitoring the Sauk County budget, making plans when areas of concern develop, and taking action (often with Committee and County Board action) when trouble is certain.

The impact of the economy is also watched through a number of key areas, including property tax collections, key planning and zoning permits, register of deeds collections, and interest earned on invested funds.

Economic Indicator Line Items	2019 Total for Year	2020 Total for Year	2021 Total for Year	2022 Annual Budget	Actual through Sept 2022	Avg 2018-2021	2022 % of Budget
Interest Collected on Delinquent Taxes	632,981	518,496	489,276	425,000	322,812	38%	78%
Interest Earned on Investments	942,411	495,248	114,685	136,000	386,073	58%	84%
Real Estate Transfer Tax	250,602	297,037	354,357	250,000	288,600	42%	72%
Register of Deeds Filing Fees	300,102	346,040	338,550	285,000	224,383	46%	73%
LRE Land Use Permits	91,632	114,090	104,765	90,000	87,376	45%	80%
LRE Sanitary Permits	72,305	95,925	103,980	62,000	78,955	39%	76%

Cash balances: Cash balances remain strong and are invested with preservation of principal as the primary objective. The Treasurer is managing the liquidity of maturing investments in anticipation of increasing interest rates. Cash balances are normally lowest in December/January before property tax collections come in and highest in June/July with tax payment due July 31. Weighted interest rates have increased from second quarter, 0.79% to third quarter, 1.95%.

General Investments as of:	December 31, 2019	December 31, 2020	December 31, 2021	Sept 30, 2022
Liquid Cash	$ 2,352,298.11	$ 1,996,088.06	$ 1,508,090.49	$ 501,877.40
Local Government Investment Pool	20,649,845.61	26,363,095.98	28,268,281.84	30,683,603.98
Certificates of Deposit	31,959,111.75	27,420,308.31	27,332,813.25	23,847,739.73
Money Markets	3,417.70	5,067.50	4,269.60	4,138,555.37
Total General Investments	$ 54,964,673.17	$ 55,784,559.85	$ 57,113,455.18	$ 59,171,776.48
Weighted Average Interest Rate	1.78%	0.31%	0.11%	1.95%

Contingency fund: At this point, the Finance Committee has officially heard from one department that expects a possible budget overage in 2022.

The 2022 contingency fund is originally $350,000, all of which is funded by general fund balance.

Contingency Fund 2022 Appropriation		$350,000
Court Commissioner	-$20,290	
Total Possible Uses		-$20,290
Remaining 2022 Contingency Fund Balance		**$329,710**

In Conclusion
In your role as oversight committee members, remain mindful of current and future indications that funding is changing, particularly from the State and Federal governments. Department managers provide you with monthly updates of budget position and statistics that can be leading indicators of changes to the status quo. Program review should *never* be complete to make sure Sauk County is providing those services most vital to those most in need. Changes to business as usual are often extremely difficult and take considerable time to implement.

I encourage you to contact me with questions as they come to mind.

Sauk County Financial Report
as of September 30, 2022

Percent of Year Complete

75.00%

	General Government				Justice & Public Safety				Public Works			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues												
Property Taxes	($3,173,129)	($2,379,847)	($793,282)	75.00%	$16,082,163	$12,061,622	($4,020,541)	75.00%	$4,582,529	$3,436,897	($1,145,632)	75.00%
Other Taxes	743,195	621,805	(121,390)	83.67%	0	0	0	--	0	0	0	--
Sales Tax	9,482,726	8,495,449	(987,277)	89.59% *	0	0	0	--	0	0	0	--
Grants & Aids	5,094,882	1,168,829	(3,926,053)	22.94% A	2,626,701	732,012	(1,894,689)	27.87% C	2,634,042	1,230,652	(1,403,390)	46.72% D
Licenses & Permits	10,500	14,235	3,735	135.57%	34,040	29,625	(4,415)	87.03%	0	0	0	--
Fines, Forfeitures & Penalties	3,500	10,270	6,770	293.44%	422,500	296,168	(126,332)	70.10%	0	0	0	--
User Fees	538,025	420,274	(117,751)	78.11%	903,916	648,641	(255,275)	71.76%	50,000	37,059	(12,941)	74.12%
Intergovernmental Charges	2,973,320	1,919,604	(1,053,716)	64.56%	1,400,880	1,063,711	(337,169)	75.93%	4,257,829	3,173,220	(1,084,609)	74.53%
Donations	0	0	0	--	0	0	0	--	0	0	0	--
Interest	156,945	407,535	250,590	259.67% B	80	0	(80)	0.00%	31,000	154,788	123,788	499.32% E
Rent	688,825	594,200	(94,625)	86.26%	0	0	0	--	0	0	0	--
Miscellaneous	67,318	37,944	(29,374)	56.37%	172,000	140,400	(31,600)	81.63%	0	3,794	3,794	--
Transfers from Other Funds	26,000	173,667	147,667	667.95%	110,000	82,500	(27,500)	75.00%	0	660,384	660,384	--
Bond / Note Proceeds	0	0	0	--	0	0	0	--	38,000,000	0	(38,000,000)	0.00%
Total Revenues	16,612,107	11,483,965	(5,128,142)	69.13%	21,752,280	15,054,680	(6,697,600)	69.21%	49,555,400	8,696,793	(40,858,607)	17.55%
Expenses / Expenditures												
Wages & Salaries	4,330,976	2,819,220	1,511,756	65.09%	11,376,410	7,982,821	3,393,589	70.17%	3,832,646	2,529,984	1,302,662	66.01%
Labor Benefits	1,473,743	958,737	515,006	65.05%	4,712,990	3,273,752	1,439,238	69.46%	1,838,369	983,203	655,166	60.01%
Supplies & Services	5,142,185	3,104,038	2,038,147	60.36%	4,500,249	2,974,571	1,525,678	66.10%	6,569,041	4,328,507	2,240,534	65.89%
Debt Service - Principal	0	0	0	--	0	0	0	--	0	0	0	--
Debt Service - Interest	0	0	0	--	0	0	0	--	0	956,164	(956,164)	--
Capital Outlay	8,047,365	1,689,244	6,358,121	20.99%	2,308,639	1,663,178	645,461	72.04%	38,880,000	1,260,161	37,619,839	3.24%
Transfers to Other Funds / Debt Issuance Costs	1,028,673	1,431,889	(403,216)	139.20%	110,000	82,500	27,500	75.00%	6,000	21,182	(15,182)	353.03%
Total Expenditures	20,022,942	10,003,128	10,019,814	49.96%	23,008,288	15,976,823	7,031,465	69.44%	50,926,056	10,079,201	40,846,855	19.79%
Functional Expenditures as % of Total Expenditures	12.81%	13.95%			14.72%	22.28%			32.57%	14.06%		
	($3,410,835)	$1,480,837	$4,891,672		($1,256,008)	($922,143)	$333,865		($1,370,656)	($1,382,408)	($11,752)	

Notes on % of Budget Differing from Expected +/- 20% and $25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

* Sales tax receipts lag the month of sale on this report by one month. This report is through July, 2022 sales (58.41% as seasonally adjusted).

A Includes American Rescue Plan Act (ARPA) grants to be spent of $2,995,000, revenue recognized to date is $307,951
A Grants & Aids includes shared revenues ($771,752) which are received 15% in July and 85% in November.
B Interest rates have rebounded slightly above conservative budget estimates.
C Includes American Rescue Plan Act (ARPA) grants to be spent of $1,283,000, revenue recognized to date is $72,773.
D Highway Transportation Aids of $1,575,000 are received are received 25% in January, 50% in July, and 25% in October
E Interest on Highway bond proceeds was not budgeted, received $106,729 to date.

Sauk County Financial Report
as of September 30, 2022

Percent of Year Complete

75.00%

	Health & Human Services				Conservation, Development, Recreation, Culture & Education				Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues												
Property Taxes	$11,593,931	$8,695,448	($2,898,483)	75.00%	$1,809,270	$1,356,953	($452,318)	75.00%	$30,894,764	$23,171,073	($7,723,691)	75.00%
Other Taxes	0	0	0	--	0	0	0	--	743,195	621,805	(121,390)	83.67%
Sales Tax	0	0	0	--	0	0	0	--	9,482,726	8,495,449	(987,277)	89.59%
Grants & Aids	24,263,974	11,627,082	(12,636,892)	47.92% F	4,386,717	351,575	(4,035,142)	8.01% J	39,006,316	15,110,149	(23,896,167)	38.74%
Licenses & Permits	562,099	581,481	19,382	103.45% G	271,300	251,303	(19,998)	92.63%	877,939	876,643	(1,296)	99.85%
Fines, Forfeitures & Penalties	72,600	53,520	(19,080)	73.72%	6,500	9,754	3,254	150.06%	505,100	369,712	(135,388)	73.20%
User Fees	8,008,819	4,394,450	(3,614,369)	54.87% H	269,257	268,359	(898)	99.67%	9,770,017	5,768,784	(4,001,233)	59.05%
Intergovernmental Charges	204,240	62,466	(141,774)	30.58% I	167,562	86,882	(80,680)	51.85%	9,003,831	6,305,882	(2,697,949)	70.04%
Donations	106,750	74,880	(31,870)	70.15%	500	0	(500)	0.00%	107,250	74,880	(32,370)	69.82%
Interest	20,000	32,143	12,143	160.71%	0	15	15	--	208,025	594,481	386,456	285.77%
Rent	0	0	0	--	0	0	0	--	688,825	594,200	(94,625)	86.26%
Miscellaneous	3,250	13,459	10,209	414.13%	22,500	15,827	(6,673)	70.34%	265,068	211,424	(53,644)	79.76%
Transfers from Other Funds	1,028,673	771,505	(257,168)	75.00%	0	0	0	--	1,164,673	1,688,056	523,383	144.94%
Bond / Note Proceeds	0	0	0	--	0	0	0	--	38,000,000	0	(38,000,000)	0.00%
Total Revenues	45,864,336	26,306,434	(19,557,902)	57.36%	6,933,606	2,340,667	(4,592,939)	33.76%	140,717,729	63,882,539	(76,835,190)	45.40%
Expenses / Expenditures												
Wages & Salaries	19,170,155	11,773,893	7,396,262	61.42%	1,431,210	966,742	464,468	67.55%	40,141,397	26,072,661	14,068,736	64.95%
Labor Benefits	7,451,793	4,346,701	3,105,092	58.33%	489,503	335,098	154,405	68.46%	15,766,398	9,897,492	5,868,906	62.78%
Supplies & Services	20,291,379	14,985,132	5,306,247	73.85%	9,171,865	2,236,222	6,935,643	24.38% J	45,674,719	27,628,470	18,046,249	60.49%
Debt Service - Principal	900,000	0	900,000	0.00%	0	0	0	--	0	0	0	--
Debt Service - Interest	128,673	105,038	23,635	81.63%	0	0	0	--	128,673	1,061,202	(932,529)	824.73%
Capital Outlay	1,982,466	368,662	1,613,804	18.60%	1,361,469	381,062	980,407	27.99%	52,579,939	5,362,307	47,217,632	10.20%
Transfers to Other Funds / Debt Issuance Costs	20,000	152,484	(132,484)	762.42%	0	0	0	--	1,164,673	1,688,055	(523,382)	144.94%
Total Expenditures	49,944,466	31,731,910	18,212,556	63.53%	12,454,047	3,919,125	8,534,922	31.47%	156,355,799	71,710,187	84,645,612	45.86%
Functional Expenditures as % of Total Expenditures	31.94%	44.25%			7.97%	5.47%			100.00%	100.00%		
	($4,080,130)	($5,425,476)	($1,345,346)		($5,520,441)	($1,578,459)	$3,941,982		($15,638,070)	($7,827,649)	$7,810,421	

Notes on % of Budget Differing from Expected +/- 20% and $25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

F Human Services Wis Dept of Health & Family Services payments received through September, $2,756,499.
G Retail food licenses of $485,000 are largely received in April-June.
H Health Care Center fees lag budget due to limited admissions and staff shortages.
I Due to staffing shortages at the Health Care Center, the HCC is cutting back on the meals prepared for the ADRC.
J Includes American Rescue Plan Act (ARPA) grants to be spent of $3,267,000, revenue recognized to date $53,550.
J CDBG Close Federalized grant funds of $375,127 will not be received until project(s) completed

SAUK COUNTY FINANCIAL REPORT (Unaudited)
September 30, 2022
Percent of Year Complete 75.00%

Department / Account Title	2022 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2022 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget
General Fund Property Tax	0	0	--	-9,105,736	-6,829,302	75.00%	2,276,434
Miscellaneous Sales Tax	0	0	--	130	117	90.08%	(13)
County Sales Tax	0	0	--	9,482,726	8,495,449	89.59%	(987,277)
Shared Revenue	0	0	--	771,752	115,763	15.00%	(655,989)
Computer Aid	0	0	--	95,744	95,861	100.12%	117
Personal Property Aid	0	0	--	215,540	215,541	100.00%	1
Personal Property Aid - TIF Adjustments	0	0	--	23,241	23,241	100.00%	(0)
Indirect Cost Reimbursement	0	0	--	147,690	114,386	77.45%	(33,304)
American Rescue Plan Act	0	0	--	674,101	0	0.00%	(674,101)
Arts & Humanities Grants	0	0	--	9,090	9,090	100.00%	0
Sale of County-Owned Property	0	0	--	7,000	0	0.00%	(7,000)
Miscellaneous Revenues	0	0	--	2,000	517	25.87%	(1,483)
Transfer from Human Services	0	0	--	5,000	134,161	2683.22%	129,161
Transfer from Health Care Center	0	0	--	15,000	18,324	122.16%	3,324
Transfer from Highway	0	0	--	6,000	21,182	353.03%	15,182
Miscellaneous Expenses	2,000	6,345	317.27%	0	0	--	(4,345)
Charitable/Penal Fines, Misc	1,126	1,126	100.02%	0	0	--	(0)
Outside Agencies	125,080	125,000	99.94%	0	0	--	80
Contingency Fund Remaining	350,000	0	0.00%	0	0	--	350,000
Contingency Fund Used	0	0	--	0	0	--	0
Tri-County Airport	374,687	0	0.00%	0	0	--	374,687
Wisconsin River Rail Transit	30,000	30,000	100.00%	0	0	--	0
Sauk County Libraries	1,226,129	1,221,884	99.65%	0	0	--	4,245
Arts & Humanities	60,995	53,030	86.94%	0	0	--	7,965
UW-Baraboo / Sauk County	455,000	55,000	12.09%	0	0	--	400,000
Transfer to Health Care Center (for debt service)	1,028,673	771,505	75.00%	0	0	--	257,168
Transfer to Highway (for debt service)	0	660,384	--	0	0	--	(660,384)
TOTAL GENERAL FUND NON-DEPARTMENTAL	3,653,690	2,924,274	80.04%	2,349,278	2,414,330	102.77%	794,468
County Board	212,671	114,886	54.02%	205,171	153,878	75.00%	46,492
Clerk of Courts	1,355,330	979,971	72.30%	1,355,330	1,006,513	74.26%	26,542
Circuit Courts	955,373	639,199	66.91%	946,373	766,023	81.03%	136,824
Court Commissioner	221,742	169,960	76.65%	221,742	165,687	74.72%	(4,273)
Register in Probate	206,926	181,868	87.89%	206,926	163,809	79.16%	(18,059)
Accounting	955,544	629,945	65.93%	804,953	602,724	74.88%	123,370
County Clerk / Elections	515,184	304,617	59.13%	515,184	410,099	79.60%	105,482
Personnel	729,196	370,236	50.77%	634,983	418,042	65.84%	142,019
Treasurer	346,105	271,471	78.44%	346,105	519,044	149.97%	247,572
Register of Deeds	265,552	183,722	69.19%	265,552	311,123	117.16%	127,401
District Attorney / Victim Witness	671,210	486,251	72.44%	671,210	518,167	77.20%	31,916
Corporation Counsel	856,425	560,759	65.48%	719,725	514,891	71.54%	90,831
Surveyor	75,021	67,144	89.50%	75,021	56,266	75.00%	(10,878)
Building Services	9,658,518	3,284,135	34.00%	3,176,988	1,990,356	62.65%	5,187,751
Sheriff	17,707,095	12,569,963	70.99%	17,707,095	12,018,235	67.87%	(551,728)
Coroner	227,997	108,676	47.67%	227,997	171,020	75.01%	62,344
Emergency Management	301,027	159,602	53.02%	300,027	178,169	59.38%	19,566
Administrator	2,381,540	532,974	22.38%	2,198,240	525,449	23.90%	175,775
Management Information Systems	3,856,859	2,073,117	53.75%	3,294,302	2,269,672	68.90%	759,112
Justice, Diversion, & Support	789,208	370,850	46.99%	737,499	382,946	51.92%	63,805
Public Health	4,037,343	2,550,001	63.16%	3,346,386	2,191,535	65.49%	332,491
WIC	413,520	274,665	66.42%	394,178	189,451	48.06%	(65,871)
Environmental Health	1,292,556	448,194	34.68%	677,724	655,672	96.75%	822,310
Child Support	1,057,544	701,835	66.36%	1,044,692	630,061	60.31%	(58,923)
Veterans Service	449,265	299,130	66.58%	424,893	323,832	76.22%	49,075
Land Resources & Environment	7,546,484	1,753,884	23.24%	5,843,994	1,974,844	33.79%	1,923,449
Extension Education	426,360	198,525	46.56%	419,485	291,929	69.59%	100,279
TOTAL GENERAL FUND	61,165,285	33,209,856	54.30%	49,110,053	31,813,767	64.78%	10,659,144

SAUK COUNTY FUND BALANCES

December 31, 2021	2022 Net Income/Adj	September 30, 2022
GENERAL FUND TOTAL		
50,301,203	-1,396,088	48,905,114

SAUK COUNTY FINANCIAL REPORT (Unaudited)
September 30, 2022
Percent of Year Complete 75.00%

Department / Account Title	2022 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2022 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget	SAUK COUNTY FUND BALANCES December 31, 2021	2022 Net Income/Adj	September 30, 2022
Aging & Disability Resource Center	2,848,585	1,875,528	65.84%	2,551,985	1,885,370	73.88%	306,442	1,426,212	9,842	1,436,055
Human Services	26,571,780	19,828,926	74.62%	26,333,515	14,540,900	55.22%	(5,049,761)	2,020,311	-5,288,026	-3,267,715
Jail Fund	110,000	82,500	75.00%	110,000	67,057	60.96%	(15,443)	0	-15,443	-15,443
Land Records Modernization	786,828	468,851	59.59%	701,600	564,111	80.40%	180,487	395,015	95,259	490,275
Landfill Remediation	110,969	60,194	54.24%	25,000	26,878	107.51%	52,653	4,771,799	-33,316	4,738,483
Drug Seizures	11,100	9,186	82.76%	6,580	0	0.00%	(4,666)	44,386	-9,186	35,200
Community Development Block Grant	650,127	261,573	40.23%	650,127	58,296	8.97%	(203,278)	-54,168	-203,278	-257,446
CDBG Housing Rehabilitation	20,000	250	1.25%	20,000	15,599	77.99%	15,349	18,040	15,349	33,389
TOTAL SPECIAL REVENUE FUNDS	31,109,389	22,587,008	72.61%	30,398,807	17,158,210	56.44%	(4,718,216)	8,621,596	-5,428,798	3,192,798
HEALTH CARE CENTER FUND	13,127,067	5,603,753	42.69%	11,066,963	5,872,754	53.07%	2,329,104	9,326,416	269,000	9,595,416
Highway	50,410,400	9,989,007	19.82%	49,530,400	8,669,915	17.50%	(439,092)	15,014,005	-1,319,092	13,694,913
Insurance	69,800	60,166	86.20%	135,454	61,797	45.62%	(64,023)	442,165	1,631	443,796
Workers Compensation	452,052	235,519	52.10%	452,052	289,236	63.98%	53,718	733,388	53,718	787,106
TOTAL INTERNAL SERVICE FUNDS	50,932,252	10,284,692	20.19%	50,117,906	9,020,949	18.00%	(449,397)	16,189,559	-1,263,743	14,925,816
Dog License	21,806	24,878	114.09%	24,000	16,859	70.24%	(10,213)	1,590	-8,019	-6,429
TOTAL TRUST & AGENCY FUNDS	21,806	24,878	114.09%	24,000	16,859	70.24%	(10,213)	1,590	-8,019	-6,429
TOTAL COUNTY	156,355,799	71,710,187	45.86%	140,717,729	63,882,539	45.40%	7,810,421	84,440,364	-7,827,649	76,612,715

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GENERAL FUND BALANCE DETAIL		December 31, 2021	2022 Net Income/Adj	September 30, 2022
Nonspendable - Inventories	x	23,504	0	23,504
Nonspendable - Prepaid Items	x	51,733	0	51,733
Nonspendable - Long-Term Receivable (Delinque	x	1,141,852	0	1,141,852
Nonspendable - Interfund Receivable (Tri-County	x	271,909	0	271,909
Assigned - Contracts In Progress (Encumbrances	x	1,474,323	0	1,474,323
Assigned - Carryforward Funds	x	2,752,749	0	2,752,749
Assigned - Highway Facility/Equipment	x	5,000,000	0	5,000,000
Assigned - Subsequent Yr Budgeted Fund Bal Us	x	7,776,737	0	7,776,737
*Unassigned - Working Capital	x	19,929,479	1,436,708	21,366,187
*Unassigned		11,878,916	-2,832,796	9,046,119
TOTAL GENERAL FUND BALANCE		50,301,203	-1,396,088	48,905,114
* County Reserves (working capital and unassigned)		31,808,395	-1,396,088	30,412,306

CURRENT DEBT PRINCIPAL BALANCE

2017 HCC Refunding Bonds (final payment 2027)	4,980,000
2019 HCC Refunding Bonds (2023)	1,005,000
2022 Highway Bonds (2041)	45,000,000
HCC Principal Payments are Due Each October 1	50,985,000
Hwy Principal Payment is Due Each April 1	

RESOLUTION# 96-2022

Resolution to create the Committee on Consolidation of Committees.

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: The County Board changed the administrative structure of Sauk County by creating the County Administrator position. The change to an Administrator style of County government also means that the County Board can focus on its policy making role and rely on the Administrator to see that those policies are being followed/implemented which results in requiring less Committee oversight. Several committees are conducting very brief meetings as compared to 2019 and earlier. Additionally, there are several items that are routinely run through multiple committees because of the overlap in responsibilities. A number of counties across Wisconsin have reviewed their committee structures and found ways to merge committees reducing the number of required meetings and saving their county's expense in Supervisor per diem and mileage along with staff time, and other related expenses. This committee will see if there are similar opportunities in Sauk County and shall provide a report to the County Board no later than October 2023 for consideration as part of the 2024 budget and prior to the candidate filing period for the 2024 Supervisor elections that begins in December 2023.

The Committee on Consolidation of Committees shall consist of 10 County Board Supervisors appointed by the County Board Chair. The Committee may call upon Department Heads and other staff to complete their assigned duties.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the Committee on the Consolidation of Committees is hereby created; and

BE IT FURTHER RESOLVED, that the Committee on the Consolidation of Committees shall consist of 10 County Board Supervisors appointed by the County Board Chair and may call upon Department Heads and staff for assistance in completing the duties of the Committee; and

BE IT FURTHER RESOLVED, that the Committee on Consolidation of Committees is charged with the duty to review the current Sauk County Committee structure and make recommendations to the full County Board regarding consolidation of standing committees.

BE IT FURTHER RESOLVED, the Committee on the Consolidation of Committees shall present their findings, conclusions, and recommendations to the full County Board no later than the October 2023 County Board meeting.

Approved for presentation to the County Board by the Executive & Legislative Committee, this ~~4th, day of October~~ 15th November, 2022.

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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 10.11.2022 .

Offered and passage moved by:

Timothy McCumber, Chair

Supervisor John M. Deitrich

Supervisor Marty Krueger

Supervisor Brian L. Peper

Supervisor Carl Gruber

Fiscal Note: Estimated per diem and mileage costs for 10-member Committee on Consolidation of Committees is $10,800 and not currently budgeted.

MIS Note: None

Amendment to Resolution #96-2022: To Create the Committee on Consolidation of Committees

Line 33, after the word "Chair" add in parentheses: (Tim McCumber, John Dietrich, Marty Krueger, Dennis Polivka, Pat Rego, Bryant Hazard, Mike Flint, Brian Peper, Carl Gruber, Smooth Detter)

Line 34 after the word "upon" add: the County Administrator, Corporation Counsel, County Clerk, UW-Extension Community Development Director and other

Lines 31-34 would now read as follows (additions underlined):

BE IT FURTHER RESOLVED, that the Committee on the Consolidation of Committees shall consist of 10 County Board Supervisors appointed by the County Board Chair (Tim McCumber, John Dietrich, Marty Krueger, Dennis Polivka, Pat Rego, Bryant Hazard, Mike Flint, Brian Peper, Carl Gruber, Smooth Detter) and may call upon the County Administrator, Corporation Counsel, County Clerk, UW-Extension Community Development Director and other Department Heads and staff for assistance in completing the duties of the Committee; and

RESOLUTION # 101-2022

Resolution For Sauk County to Contribute the Local Share - Phase 3 of the Merrimac Bridge Refurbishing and Upgrade

Resolution offered by the Economic Development Committee

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

BACKGROUND: The Merrimac Rail Bridge Rehabilitation Project will ensure the Bridge is Refurbished and Upgraded to handle 268,000 pounds per rail car. Currently, due to the age and conditions of the bridge, rail cars are only allowed to carry 240,000 pounds. If the bridge is not upgraded, then the weight limit for the bridge will be downgraded to 208,000 pounds. This weight limit downgrade will have a significant economic impact on the communities of Baraboo, Lone Rock, Reedsburg and the thirteen local shippers that use the rail, potentially impacting thousands of jobs in Sauk County. Phase I and Phase II of the project have been completed. For Phase III of the project, which includes the refurbishing and upgrading of the Bridge, WATCO Railroads received a significant grant from the WisDOT for completion. When the bids were received, they came in significantly higher than anticipated. Wisconsin and Southern Railroad (WSOR) and WisDOT are asking for a local contribution to move toward completion of the bridge. State and Federal contributions to this project have been maximized and the local share cannot include any state or federal funds, for example American Rescue Plan Act (ARPA). To cover the financial gap, WSOR will contribute $865,245 towards the local match. Sauk County's share of the local match will be $865,245 with the mutual understanding and agreement that WSOR and WisDOT will work with Dane County to establish an "end point" for conversion of the rail corridor in Dane County, allowing for the expansion of the Great Sauk State Trail and Walking Iron Trail in Dane County. The agreement with WSOR and WisDOT also involves extending the northeastern end of the Great Sauk State Trial to Goette Road. The Sauk County funding will be excess Sales Tax in the General Fund in the following increments: 40% in 2023, 40% in 2024 and 20% in 2025

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that $865,245 is allocated to the Merrimac Rail Bridge Rehabilitation Project with the mutual understanding and agreement that WSOR and WisDOT will work with Dane County to establish an "end point" for conversion of the rail corridor in Dane County allowing for the expansion of the Great Sauk State Trail and Walking Iron Trail in Dane County and extending the northeastern end of the Great Sauk State Trial to Goette road.

BE IT FURTHER RESOLVED, that the Sauk County funds will be excess sales tax in the General Fund in the following increments: 40% in 2023, 40% in 2024 and 20% in 2025

Approved for presentation to the County Board by the Economic Development and Finance Committees, this 15th day of November, 2022

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 __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: _____ .

Offered and passage moved by:

_____	_____
Committee Chair Timothy McCumber	Committee Chair Marty Krueger
_____	_____
Supervisor Robert Prosser	Supervisor Lynn Eberl
_____	_____
Supervisor Brandon Lohr	Supervisor Richard "Mike" Flint
_____	_____
Supervisor Carl Gruber	Supervisor Thomas Dorner
_____	_____
Supervisor Bryant Hazard	Supervisor Timothy McCumber
_____	
Supervisor Mark "Smooth: Detter	
_____	
Supervisor Marty Krueger	

Fiscal Note: 2022 Sauk County sales tax collection is projected to be $1.5 million greater than budgeted, the excess collections will be moved to General Fund Balance. The remaining General Fund Balance after the $865,245 assignment is well above the amount required by Sauk County's working capital policy.

MIS Note: No MIS impact

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # B-2022

Ordinance Amendment to Sauk County Code 43.08, Establishing The Fee To Be Charged For An Expedited Marriage License Waiving The Three-Day Waiting Period On Marriage License Issuance.

Ordinance Amendment offered by Executive & Legislative Committee

BACKGROUND:
Wis. Stat. § 765.15 & 770.17 states that each County Clerk shall receive as a fee for each license granted the sum of $49.50, of which $24.50 shall become a part of the funds for the county, and $25.00 shall be paid into the state treasury.

Wis Stat. § 765.08(2) establishes that the County Clerk may, at her discretion, issue a marriage license within less than 3 days after application if the applicant pays an additional fee of not more than $25.00 to cover any increased processing incurred by the county. The county clerk shall pay this fee to the county treasury.

Sauk County currently charges $80.00 for a marriage license and an additional $10.00 for the waiver fee. The $10.00 waiver fee has not been increased since 2009 by Resolution No. 98-2009.

The County Clerk proposes to raise the waiver fee from $10.00 to $20.00 effective January 1, 2023. A majority of the waivers granted are for out of state residents who come to Sauk County for their marriage ceremony, having little impact on the residents of Sauk County. Surrounding counties fees for marriage licenses and waivers would remain higher but would bring Sauk County more into alignment. (Columbia County, Adams County and Juneau County: marriage license- $85.00; waiver- $25.00)

The language for the domestic partnership agreement can be removed, as the County Clerk's Office no longer issues domestic partnerships. (Wis. Stat. § 770.07)

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 43.08 of the General Code of Sauk County, Wisconsin, is amended as follows [additions noted by underline, deletions noted by strikethrough]:

(b) Waiver fee for expedited marriage license ~~or domestic partnership agreement~~: ~~$10.00~~ $20.00, subject to increase to $25.00 by administrative action of the County Clerk pursuant to changes in the state statute.

Approved for presentation to the County Board by the Executive & Legislative Committee this 15th day of November, 2022.

Consent Agenda Item: [ ] YES [x] NO

Fiscal Impact: [ ] None [ ] Budgeted Expenditure [x] Not Budgeted
Vote Required: Majority = _____ 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 11.09.2022 .

Offered and passage moved by:

_____
Supervisor Tim McCumber

_____
Supervisor John Deitrich

_____
Supervisor Marty Krueger

_____
Supervisor Brian Peper

_____
Supervisor Carl Gruber

Fiscal Note: Waivers issued thru September of 2022 total 69. It is anticipated that the amount of waivers issued for 2023 will be less, as the state has changed the waiting period from 5 days to 3 days for an expedited marriage license effective July 1, 2022. Amount of additional revenue generated estimated to be no more than $500.00.

MIS Note: None.

RESOLUTION # 102-2022

Resolution to Create new positions for the 2023 Budget

Resolution offered by the Personnel and Insurance Committee

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

BACKGROUND: In accordance with §13.019 of the Personnel Ordinance, "no regular position may be created except by resolution of the County Board." This resolution creates new positions allocated for the 2023 Sauk County budget.

WHEREAS, adoption of this resolution approves the new positions allocated to the 2023 Sauk County budget; and,

WHEREAS, the follow new positions have been reviewed and are recommended for inclusion in the 2023 Sauk County budget in accordance with §13.019 of the Personnel Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Sauk County Board of Supervisors, met in regular session, that the following positions are created effective January 1, 2023 as part of the 2023 Sauk County budget:

- Highway – Highway Operator 3 Buildings, 0.83 FTE in 2023 (1.0 FTE future)
- Human Services – Adult Protective Services Supervisor, 1.0 FTE
- Human Services – Social Worker Children & Family Services, 2.0 FTE
- Human Services – Occupational Therapist, 1.0 FTE
- Human Services – Physical Therapist, 0.77 FTE
- Human Services – Speech and Language Therapist, 2.0 FTE
- Public Health – Community Health Worker, 0.45 FTE
- Land Recourses and Environment – Parks Maintenance Technician, 0.75 FTE
- County Clerk – Lead Deputy, 0.33 FTE (only for 2023)

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 7th day of November, 2022

Consent Agenda Item: [ ] YES [X] NO

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

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

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 11.09.2022 .

Offered and passage moved by:

CARL GRUBER, Chairperson

JACOB ROXEN

TERRY SPENCER

PETER KINSMAN

ROBERT PROSSER

Fiscal / MIS Note:

	Wages & Benefits	MIS	Other	
County Clerk				
Deputy Clerk	$28,157	$0	$0	Fund balance, retirement/staff overlap, 2023 only
HIGHWAY				
Highway Operator 3	$85,405	$2,500	$0	60% Levy $51,243, 40% WI DOT Maintenance Agreement $34,162
Human Services				
Adult Protective Services Supervisor	$119,759	$0	$0	Tax levy, eliminated Social Worker position to offset cost by $101,937
Social Worker Children & Family Services Unit (CFS)	$94,918	$5,000	$0	15% Levy $14,238, 85% Medicaid/Waiver $80,680
Social Worker Children & Family Services Unit (CFS)	$94,918	$5,000	$0	15% Levy $14,238, 85% Medicaid/Waiver $80,680
Occupational Therapist	$101,609	$0	$0	74% Levy $75,191, 26% Medicaid/Commercial Insurance $26,418
Physical Therapist	$87,127	$3,000	$0	74% Levy $64,474, 26% Medicaid/Commercial Insurance $22,653
Speech and Language Therapist (2.0 FTE)	$199,316	$0	$0	74% Levy $147,494, 26% Medicaid/Commercial Insurance $51,822
Land Resources and Environment				
Parks Maintenance Technician	$51,710	$3,000	$0	100% Levy, eliminated seasonal position to reduce cost by $10,000
Public Health				
Community Health Worker	$60,827	$1,000	$0	100% Grants

RESOLUTION #103-2022

RESOLUTION APPROVING THE 2023 BUDGET AND ESTABLISHING TAXES TO BE LEVIED IN SAUK COUNTY FOR THE YEAR 2022 (PAYABLE IN 2023)

Resolution offered by the Finance Committee

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

BACKGROUND: This resolution adopts the 2022 property tax levy, which is a portion of the 2023 Sauk County budget.

WHEREAS, adoption of this resolution approves the 2023 proposed County budget and establishes taxes to be levied herein for the taxable year of 2022.

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors:

1. The sum of $33,131,282.84 be levied as a County General Tax *(not including special purpose levies)*.

2. The sum of $2,357.16 be levied as State Special Charges upon the County for Charitable and Penal purposes.

3. The sum of $30,000.00 be levied as a Veterans Relief Tax, under Wis. Stat. § 45.86.

4. The sum of $1,267,935.00 be levied upon all towns, and the villages of Cazenovia, Ironton, Lime Ridge, Loganville, Merrimac, and West Baraboo, as a County Library Tax under Wis. Stat. § 43.64.

5. The sum of $81,534.00 be levied upon all towns, and the villages of Cazenovia, Ironton, Lake Delton, LaValle, Lime Ridge, Loganville, Merrimac, Plain, Prairie du Sac, Sauk City, and West Baraboo for a Bridge Tax under Wis. Stat. § 84.18.

Approved for presentation to the County Board by the Finance Committee, this 3rd day of November, 2022

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 Majority = __X__ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 11.09.2022.

Offered and passage moved by:

MARTIN F KRUEGER, Chairperson

RICHARD "MIKE" FLINT

THOMAS DORNER

TIMOTHY MCCUMBER

LYNN EBERL

Fiscal Note: Passage of this resolution establishes the 2022 County Levy totaling $34,513,109.00, which is a portion of the total 2023 County Budget.

MIS Note: Various MIS projects and acquisitions are included in the 2023 budget.

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
DECEMBER 20, 2022
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (26) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. ABSENT: (2) Clemens and Detter.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Peper.

   *Supervisors Clemens and Detter arrived at 6:04 P.M.

4. **Adopt Amended Amended Agenda.** MOTION (Krueger/Burchill) noting the following amendments: Supervisor Krueger requested that John Langhans, PE, from MSA Professional Services Inc. be allowed to speak on Resolution 114-2022 when that item gets to the board floor; and Resolution 103-2022 will be changed to read 103A-2022, as that resolution number was used last month and was duplicated on this agenda in error. Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Gruber/Schell) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   a. **AGING & DISABILITY RESOURCE CENTER AND VETERANS SERVICE COMMITTEE:**
      i. **Resolution 103A-2022 Honoring Susan Stoddard.**

   b. **HEALTH CARE CENTER BOARD OF TRUSTEES:**
      i. **Resolution 104-2022 To Commend Miriam McBain For More Than 31 Years Of Faithful Service To The People OF Sauk County.**
      ii. **Resolution 105-2022 To Commend Rich Weiland For More Than 5 Years Of Faithful Service To The People Of Sauk County.**

   c. **LAW ENFORCEMENT & JUDICIARY COMMITTEE:**
      i. **Resolution 106-2022 To Honor Dena Weinke For Over 30 Years Of Service.**

   MOTION (Klitzke/Schell) to approve all General Consent Agenda items. Motion carried **unanimously.**

7. **Scheduled Appearances.** None.

8. **Public Comment.** None.

9. **Communications.** None.

10. **Appointments.**
    a. Nutrition Advisory Council:
    Mona Will (Baraboo Dining Site), New Appointment, Citizen Member
    Joann Masters (Lake Delton Dining Site), New Appointment, Citizen Member
    Rita Mead (Reedsburg Country Club), New Appointment, Citizen Member
    Jill Machovec (Reedsburg Dining Site), New Appointment, Citizen Member
    Alma Moore (Sauk City Dining Site), New Appointment, Citizen Member
    Judy Ellington (Advisory Council Member/ADRC Volunteer), New Appointment, Citizen Member
    Kris Ballweg (Sauk Prairie Food Pantry), New Appointment, Citizen Member
    2-year terms – 01/01/2023 – 12/31/2024

    New ADRC Governing Board
    Kristen White Eagle (Representing Tribes), New Appointment, Citizen Member
    Judy Ellington (Representing adults over age 60)
    Teresa Wolkowski (Representing the mentally ill)
    Lori Grill (Representing adults over age 60)
    Tut Gramling (Representing adults over age 60)
    3-year terms – 01/01/2023-12/31/2025

MOTION (Rego/Klitzke) to approve the appointments. Motion carried **unanimously.** *(Voice vote)*

11. **Bills.** None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
        i. Petition 29-2022, Applicant: HHCDA ; Project Location: Town of Dellona; Current Zoning: Residential; Proposed Zoning: Multiple Family Residential.
    b. Brent Miller
        i. Administrator's report.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.

16. **Unfinished Business.** None.

17. **New Business.**
    HIGHWAY COMMITTEE:
    Resolution 107-2022 To Transfer A Part Of CTH C To The Town Of Sumpter.
    MOTION (Peper/Schell). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously**.

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Ordinance 14-2022 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Ironton From Exclusive Agriculture To An Agriculture Zoning District Filed Upon Amos Miller, Property Owner. MOTION (Polivka/R. Spencer). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.69(5)(e)(6), of Wisconsin State Statutes (December 20, 2022).*

Resolution 108-2022 Authorizing The Director Of Land Resources And Environment To Submit Multi-Discharger Variance Application To The Wisconsin Department Of Natural Resources. MOTION (Krueger/Polivka). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

Resolution 109-2022 Authorizing A Cropland Lease Agreement At The Sauk County Farm. MOTION (R. Spencer/Polivka). **VOTE:** AYES: (24) T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Lohr, Gruber, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (3) Lombard, Peper and Detter. ABSTAIN: (1) Roxen. ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried.

Resolution 110-2022 Authorizing A Pasture Lease Agreement At The Sauk County Farm. MOTION (Polivka/R. Spencer). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

Resolution 111-2022 Authorizing Sauk County To Enter Into A Memorandum Of Understanding With The Sauk Soil & Water Improvement Group For Agricultural Demonstration And Research At The Sauk County Farm. MOTION (Polivka/Dorner). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

Resolution 112-2022 Authorizing A Cropland Lease Agreement At The Sauk County Health Care Center. MOTION (Polivka/McAuliffe). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

Resolution 113-2022 To Adopt Amendments To The Fee Schedule For Chapter 10 County Parks. MOTION (R. Spencer/Klitzke). **VOTE:** AYES: (27) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (1) Detter. ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried.

Resolution 114-2022 Authorizing Sauk County To Enter Into A Contract with MSA Professional Services, Inc. For Great Sauk State Trail/Walking Iron Trail Bridge Funding Services, Construction Documents, Regulatory Permits, And Bid/Construction/Grant Administration.
MOTION (Krueger/Polivka). John Langhans, PE, from MSA Professional Services Inc. addressed the Board. **VOTE:** AYES: (27) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (1) Dorner. ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried.

Resolution 115-2022 Authorizing Sauk County To Enter Into A Contract With HKGi For The Great Sauk State Trail Master Plan. MOTION (Krueger/Polivka). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

LAW ENFORCEMENT & JUDICIARY COMMITTEE:
Resolution 116-2022 In Support Of increased County Child Support Funding.
MOTION (Dorner/Scanlon). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

PERSONNEL & INSURANCE COMMITTEE:
Resolution 117-2022 To Approve The Liability, Property, And Workers Compensation Coverage, Insurance, Carrier And Premiums For Sauk County. MOTION (Gruber/T. Spencer). **VOTE:** AYES: (28) Roxen, T. Spencer, Eberl, Rego, Klitzke, Scanlon, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Gruber, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Kinsman, Anderson and Teelin. Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 6:49 P.M. MOTION (Stehling/Rego) to adjourn until Tuesday, January 17, 2023, at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: January 17, 2023.

State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the December 20, 2022. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 103 - 2022

Resolution Honoring Susan Stoddard

Resolution offered by the Aging & Disability Resource Center & Veterans Service Office 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 individuals who have served the people of Sauk County with distinction. Susan faithfully served the people of Sauk County as an Administrative Assistant for the Department of Human Services from 1998 - 1999; Information Specialist for the Commission on Aging from 1999 – 2003; 911 Dispatcher for the Sheriff's Department from 2003 – 2020; and Veterans Benefit Specialist for the Veterans Service Office from 2020 – 2022. Susan retired on December 2, 2022. Susan maintained professional and ethical integrity and was an essential team member to the Department and all of Sauk County. Susan will be greatly missed by our Veterans and their families that she served.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Susan Stoddard for over 24 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to present to Susan Stoddard an appropriate certificate of commendation as a token of our esteem.

Approved for presentation to the County Board by the Aging & Disability Resource Center & Veterans Service Office Committee, this ___ day of _____ 2022.

Consent Agenda Item: [X] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 12.13.2022.

Offered and passage moved by:

Dennis Polivka, Chair

Thomas Dorner, Vice-Chair

Bill Stehling, Secretary

Gaile Burchill

Andrea Lombard

Fiscal Note: None.
MIS Note: None.

RESOLUTION # 104 -2022

Resolution to Commend Miriam McBain for More Than 31 Years of Faithful Service To The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Miriam McBain Faithfully served the people of Sauk County as a Registered Nurse as well as The Assistant Director of Nursing at the Sauk County Health Care Center. Miriam McBain was an essential team member to the Sauk County Health Care Center and all of Sauk County for over 31 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk county Board of Supervisors express its sincere appreciation and admiration for Miriam McBain and her over 31 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Heath Care Center Board of Trustees Committee, this 20th day of December 2022

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 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: 12.13.2022.

Offered and passage moved by:

Bryant Hazard, Supervisor

Joan Fordham, Supervisor

Rebecca Klitzke, Supervisor

Mike Flint, Supervisor

William Higgins, Citizen Member

Dana Horkan-Gant, Citizen Member

Cindy Bodendein, Citizen Member

Fiscal Note: No Fiscal impact.

MIS Note: No information systems impact.

RESOLUTION # 105 -2022

Resolution to Commend Rich Weiland for More Than 5 Years of Faithful Service to The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Rich Weiland Faithfully served the people of Sauk County as Facilities Manager at the Sauk County Health Care Center. Rich Weiland was an essential team member to the Sauk County Health Care Cener and all of Sauk County for over 5 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors express its sincere appreciation and admiration for Rich Weiland and his over 5 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Heath Care Center Board of Trustees Committee, this 20th day of December 2022

Consent Agenda Item: [X] YES [ ] NO

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

Vote Required: Majority = _____ 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: 12.13.2022

Offered and passage moved by:

Bryant Hazard, Supervisor

Joan Fordham, Supervisor

Rebecca Klitzke, Supervisor

Mike Flint, Supervisor

William Higgins, Citizen Member

Dana Horkan-Gant, Citizen Member

Cindy Bodendein, Citizen Member

Fiscal Note: No Fiscal impact.

MIS Note: No information systems impact.

RESOLUTION # 106-2022

Resolution to Honor Dena Weinke for Over 30 Years of Service

Resolution offered by the Law Enforcement & Judiciary Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Dena faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Dena started on September 25, 1992 as a Telecommunicator. In May of 2001, she became a Telecommunication Supervisor where she remained and retired as of December 2, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Dena Weinke for over 30 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Dena Weinke an appropriate certificate and commendation as a token of or esteem.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 20th day of December, 2022

Fiscal Impact: [X]None [ ] 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: 12.15.2022

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee this 13th day of December, 2022.

Offered and passage moved by:

John Deitrich

Kevin Schell

David Clemens

Sheila Carver

Delmar Scanlon

Fiscal Note: No Impact

MIS Note: No impact

CK#55317 $500.00
Rec.# 009765

Application Accepted:	11/14/22
Accepted By:	TH
Petition Number:	29-22
Current Zoning:	SFR
Proposed Zoning:	MFR
Committee Hearing Date:	12-27-22
County Board Date:	1-17-23
Supervisor District #:	3

SAUK COUNTY WISCONSIN

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

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: HHCDA — Office ~~Home~~ Phone: (608) 374-1245
Mailing Address: P.O Box 730 — Cell Phone: (608) 387-1043
E-mail Address: LeAnne.Buenstad@ho-chunk.com

Agent/Applicant Name: SAME — Home Phone:
Mailing Address: — Cell Phone:
E-mail Address:

Site Information

Winnebago Heights Sub-division
Site Address: Lots 7, 15, 16, 20, 21, 25
Parcel ID: Winnebago Heights Sub-division
Property Description: SW ¼ NE ¼ Section 15, T13N, R5E,
Town of: Dellona — Current Zoning: Residential
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Residential Single Family

Existing Structures/Improvements: Sewer, water, natural gas, electric

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
Sec 7.020	Multiple family Residential Zoning District (MFR)

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

Would like to change the Rezoning to Accomodate Building duplexes.

Revised 11/18/19/ - 1

LD

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.
☐ Completed Zoning Map Amendment Application Form.
☐ $500 application fee (non-refundable), payable to Sauk County LRE.
☐ Town/County Scheduling Form completed by the applicant and Township.
☐ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown.
☐ Legal description of the area to be rezoned (CSM, Metes & Bounds description)
☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

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

NHCDA would like to build some duplexes on 6 of the lots located in the Winnebago Heights Sub-division.

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

N/A

Certification

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

Applicant/Agent: Reanne Burnstad Date: _____

Property Owner Signature: Neil A Welch Sr Date: 10-21-2022

Revised 11/18/19/ - 2

SAUK COUNTY
WISCONSIN

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

Application Accepted:	
Accepted By:	
Petition Number:	
Current Zoning:	SFR
Proposed Zoning:	MFR
Committee Hearing Date:	
County Board Date:	
Supervisor District #:	3

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: HHCDA — Office ~~Home~~ Phone: (608) 374-1245
Mailing Address: P.O Box 730 Tomah, WI 54660 — Cell Phone: (608) 387-1043
E-mail Address: Leanne.Buenstedaho-chunk.com

Agent/Applicant Name: SAME — Home Phone:
Mailing Address: — Cell Phone:
E-mail Address:

Site Information

Site Address: Winnebago Heights Sub-division Lots 7, 15, 16, 20, 21, 25
Parcel ID: Winnebago Heights Sub-division
Property Description: SW ¼ NE ¼ Section 15, T13N, R5E,
Town of: Dellona — Current Zoning: Residential
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Residential Single Family

Existing Structures/Improvements: Sewer, water, natural gas, electric

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
Sec 7.020	Multiple family Residential Zoning District (MFR)

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

Would like to change the Rezoning to Accomodate Building duplexes

Zoning Map Amendment Procedures and Requirements

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

What is a Zoning Map Amendment?

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

Standards and Criteria

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

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

Note: Pursuant to Wis. Stat § 91.48(1) A political subdivision (Sauk County) with a certified farmland preservation zoning ordinance may not rezone land out of a farmland preservation zoning district (Exclusive Agriculture) without having the rezoning certified under Wis. Stat § 91.36 and provided that the standards (a) through (d) above are met.

Process

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

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

Revised 11/18/19/ - 3

Lots TAX I.D #

#7 - 006 - 1227 - 00000

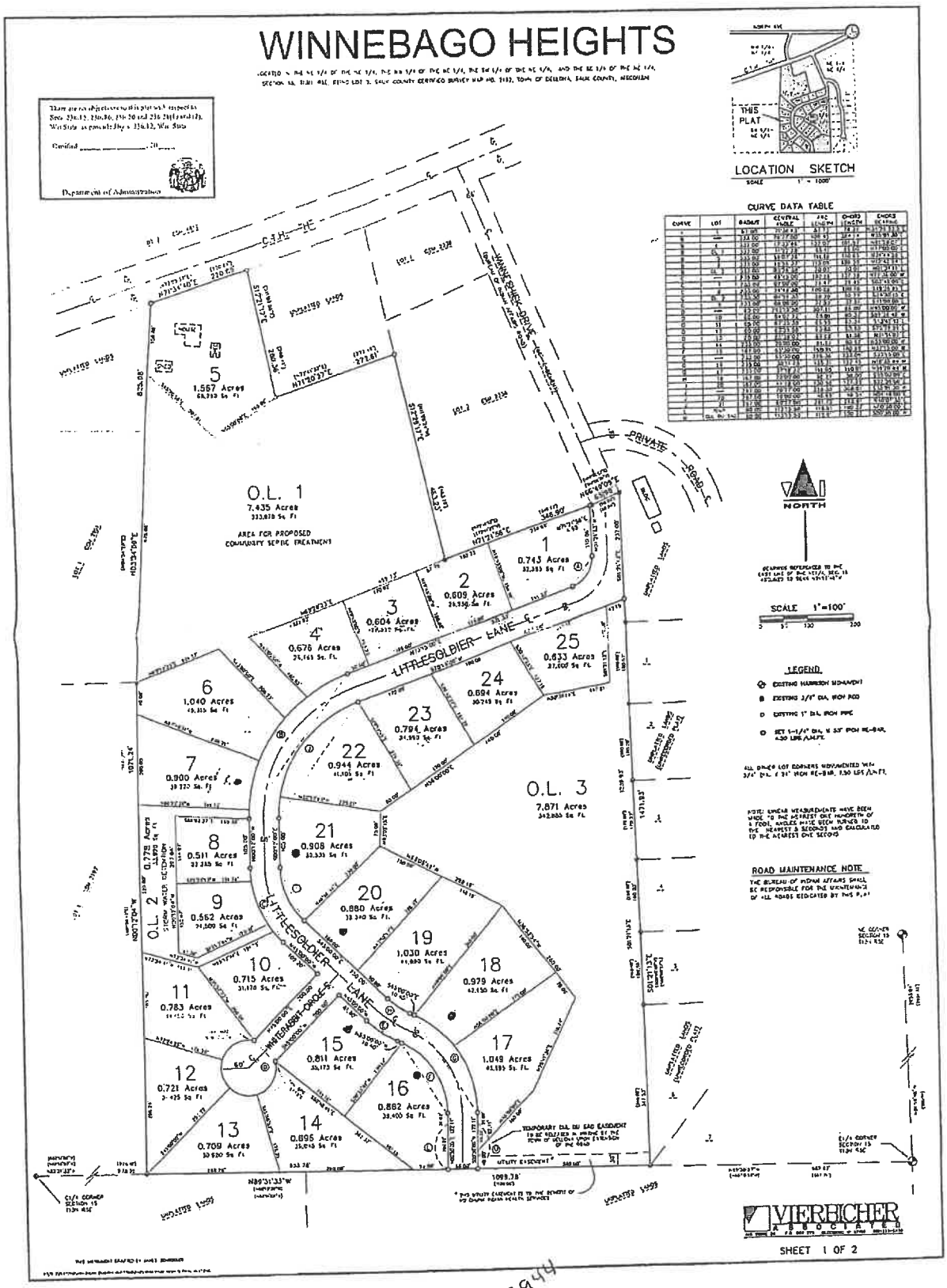
#15 - 006 - 1235 - 00000

#16 - 006 - 1236 - 00000

#20 - 006 - 1240 - 00000

#21 - 006 - 1241 - 00000

#25 - 006 - 1245 - 00000


WINNEBAGO HEIGHTS
LOCATION SKETCH
CURVE DATA TABLE
O.L. 1
7.435 Acres
AREA FOR PROPOSED COMMUNITY SEPTIC TREATMENT
O.L. 2
O.L. 3
7.871 Acres
LITTLESOLDIER LANE
WHITEBIRD CIRCLE
PRIVATE ROAD
NORTH
SCALE 1"=100'
LEGEND
ROAD MAINTENANCE NOTE
THE BUREAU OF INDIAN AFFAIRS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ROADS DEDICATED BY THIS PLAT
VIERBICHER ASSOCIATES
SHEET 1 OF 2

53944

TOWN/COUNTY SCHEDULING FORM

(must be submitted as part of public hearing Application)

General Information:

Applicant: HHCDA Address: P.O Box 730

City, State, Zip: Tomah, WI 546660 Phone: (608) 374-1245

Site Address if different from mailing address: 1116 E Monowau St. Tomah, WI 54660

Property Owner: HHCDA Address: P.O Box 730

City, State, Zip: Tomah, WI 546660 Phone: (608) 374-12-45

Tax Parcel ID: #7-006-1227-00000 #16-006-1236-00000 #21-006-1241-00000 #15-006-1235-00000 #20-006-124-00000 #25-006-1245-00000 Town: Dellona

Legal Description: SW ¼, NE ¼, Sec 15 T 13N N, R 5 E

Subdivision: Winnebago Heights Lot: See Attachment Zoning District: Town of Dellona / Sauk County

Property is located in: Floodplain: ☐ yes ☒ no Shoreland: ☐ yes ☒ no

Present Improvements: water, sewer, natural gas, Electric Proposed Use: We would like to Rezone lots 25, 7, 15, 16, 21 & 20 to build duplexes

(I)(We) are applying to ☒ Sauk County Board of Adjustment ☐ Land Resources & Environment Committee Meeting date: _____

☐ Special Exception ☐ Variance ☐ Conditional Use ☒ Rezone/~~Map Amendment~~

For Town/County Use Only

The town acknowledges that the aforementioned property owner will be requesting a hearing before the Sauk County Board of Adjustment or Land Resources & Environment Committee. Meetings dates are as follows:

☒ Town Planning Commission 11-14-22

☒ Town Board 11-14-22

☐ Sauk County _____

Town Comments (if any): _____

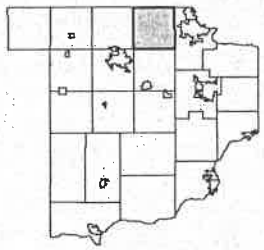
Town Clerk Signature

10-24-22

Date Signed

Ho-Chunk Housing & Community Development Authority Property

Town of Dellona
Sauk County, WI



ESTD 1844
SAUK COUNTY
WISCONSIN

Legend

- Other Tax Parcels
- 006-1245-00000
- 006-1241-00000
- 006-1240-00000
- 006-1236-00000
- 006-1235-00000
- 006-1227-00000
- Interstate
- Federal
- State
- County
- Town
- Ramp

FOR INFORMATIONAL PURPOSES ONLY
Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.

N
W E
S

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT

OFFICE OF
SAUK COUNTY LAND RESOURCES AND ENVIRONMENT
SAUK COUNTY WEST SQUARE BUILDING
505 BROADWAY
BARABOO, WI 53913
Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Land Resources and Environment Committee of the Sauk County Board of Supervisors will hold a public hearing on December 27, 2022, at 9:15 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

I. A. Petition #29-2022 Rezone. A petition to consider a rezone from Single Family Residential zoning to Multiple Family Residential zoning. Said rezone use is located in the Town of Dellona, Sauk County.

Lands affected by the proposed rezone are located in part of the NE ¼, of Section 15, T13N, R05E, Town of Dellona, Sauk County, and as further described in Petition 29-2022. Tax parcel identification numbers 006-1127-00000, 006-1235-00000, 006-1236-00000, 006-1240-00000, 006-1241-00000, 006-1245-00000.

B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

II. A. The purpose of the proposed rezone is to create lots that can be developed for multiple family dwellings.

B. Any person desiring more information or to request a map of the proposed conditional use may contact the Sauk County Land Resources and Environment Office, Tate Hillmann at the Sauk County West Square Building (Telephone (608) 355-4833 phone).

C. If you have a disability and need help, reasonable accommodations can be made for those so requesting provided that a 48 hour notice is given. Please call 608-355-3245 or TDD 608-355-3490.

Date: November 28, 2022

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

BY: Tate Hillmann, Land Use & Sanitary Technician
Sauk County Department of Land Resources and Environment
505 Broadway Street
Sauk County West Square Building
Baraboo, WI 53913

To be published December 8 and December 15, 2022

This notice can also be found at www.wisconsinpublicnotices.org or www.co.sauk.wi.us/legalnotices

RESOLUTION # 107-2022

Resolution to Transfer a Part of CTH C to the Town of Sumpter

Resolution offered by the Highway Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: The Wisconsin Department of Transportation ("WISDOT"), as part of the reconstruction of USH 12 in the Town of Sumpter, relocated the intersection of County Trunk Highway ("CTH") C with United States Highway (USH) 12. This relocation left a portion of the original CTH C unused. The Town and County have agreed that the unused portion of CTH C would be best used as a dead-end road maintained by the Town of Sumpter. (see, Attachment 1). Pursuant to Wisconsin state statutes s. 83.025 the County, Town, and the Wisconsin Department of Transportation need to approve the jurisdictional transfer.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors does approve the jurisdictional transfer, and the signing of a jurisdictional transfer agreement, for that portion of CTH C depicted on Attachment 1, to the Town of Sumpter.

BE IT FURTHER RESOLVED, that this jurisdictional transfer shall be effective upon passage of a similar resolution by the Town of Sumpter and approval by WISDOT.

Approved for presentation to the County Board by the Highway Committee, this 20th day of December, 2022.

Consent Agenda Item: [X] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 12.15.2022 .

Offered and passage moved by:

Brian Peper

Terry Spencer

Smooth Detter

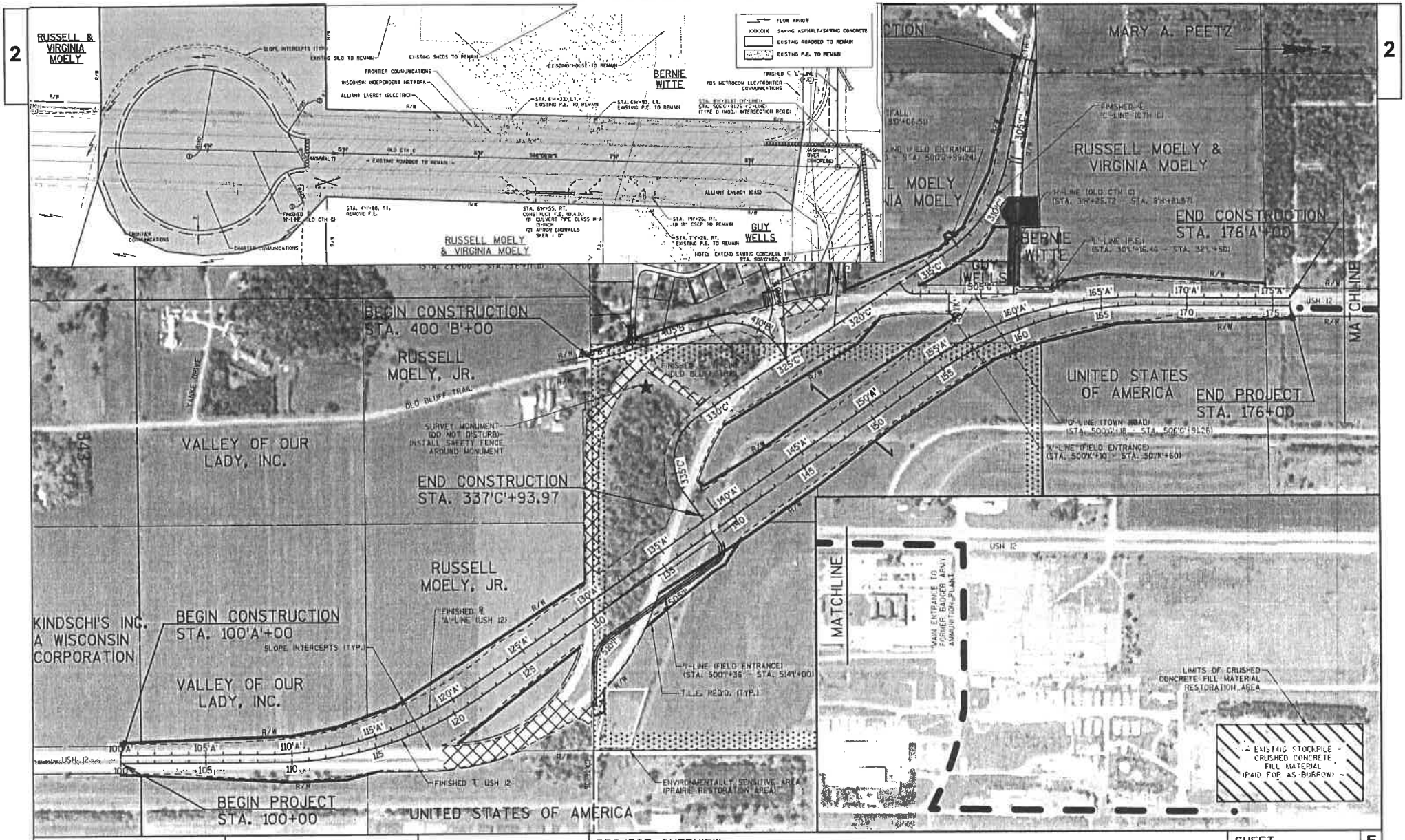
Mike Flint

Kevin Schell

Fiscal Note: None

MIS Note: None

Attachment A



PROJECT NO: 1670-02-77	HWY: USH 12	COUNTY: SAUK	PROJECT OVERVIEW	SHEET 3	E

FILE NAME: S:\PROJECTS\W11531 USH 12 SAUK COUNTY\SHEETSPLAN\PLAN & PROFILE SHEETS\PROJECT OVERVIEW (REVISED 9-9-19).DWG
PLOT DATE: 10/21/2019 PLOT TIME: 8:25:43 AM PLOT BY: TRACY, DAN PLOT SCALE: 1" = 1'

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 14-2022

Ordinance Amendment to approve a map amendment (rezoning) of lands in the Town of Ironton from Exclusive Agriculture to an Agriculture Zoning District filed upon Amos Miller, property owner.

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND:

Background: Amos Miller owns property in the NE ¼, SW ¼, Section 15, T12N, R3E, Town of Ironton, and has requested a map amendment (rezoning) of property legally described pursuant to petition 16-2022 from Exclusive Agriculture to Agriculture zoning. The intent of the map amendment (rezoning) is to allow the property owner to apply for a permit for a wood fabrication business.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on October 25, 2022; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promotes redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to an Agriculture Zoning district maintains this objective.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk County, Wisconsin, is amended as follows:

Rezone of the approximate 0.57 acres of tax parcel 022-0360-00000 from an Exclusive Agriculture Zoning District to an Agriculture Zoning District.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 20 day of December, 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 12.13.2022

Offered and passage moved by:

Martin F. Krueger
MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

Lynn Eberl
LYNN EBERL

DENNIS POLIVKA

BRANDON LOHR

VALERIE MCAULIFFE

ROBERT SPENCER

Fiscal Note: No Fiscal Impact JMH

MIS Note:

RESOLUTION # 109-2022

Resolution Authorizing the Director of Land Resources and Environment to Submit Multi-Discharger Variance Application to the Wisconsin Department of Natural Resources.

Resolution offered by the Land Resources and Environment 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 surface water resources; and,

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

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

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: 12.13.2022.

Offered and passage moved by: Land Resources and Environment Committee

Lynn Eberl

Peter Kinsman

Marty Krueger

Robert Spencer

Dennis Polivka

Valerie McAuliffe

Brandon Lohr

Randall Puttkamer

Fiscal Note: The proposed 2023 Land Resources and Environment Department budget shows potential grant amounts of $22,951. Final funding amounts depend upon participation of other Counties in the watershed and will not be available until after January 1, 2023.

MIS Note: No Impact

RESOLUTION # 109-2022

Resolution Authorizing a Cropland Lease Agreement at the Sauk County Farm.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 11.4 acres of cropland are located adjacent to the Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids. Upon award of the bid, the farmer adheres to conditions outlined in the lease agreement that support soil health practices including no till, cover crops, and diverse crop rotations. Additionally, they work closely with the Land Resources and Environment Department to share planting and harvest data to evaluate the economics and efficacy of conservation practices implemented on the farm.

WHEREAS, to solicit bids for leasing cropland and pasture at the Sauk County Farm and cropland at the Sauk County Healthcare Center, a Request for Bids (RFB) was advertised on September 1, 2022; and,

WHEREAS, three (3) bids were received by the deadline and reviewed to ensure the submittals came from responsible bidders in combination with the highest bid; and,

WHEREAS, Echo-Y, Inc. of Loganville, Wisconsin is a responsible bidder and submitted a bid of $200.00 per acre ($44,000 per year) and should be awarded an agreement for renting the cropland at the Sauk County Farm for a period of five years beginning January 2023 and ending December 2027.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County supports leasing of the Sauk County farm for the purpose of growing agricultural crops and demonstrating conservation practices.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [ ] YES [ ] 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: 12.13.2022.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA

~~ROSS CURRY~~ Robert Spencer

~~ROB NELSON~~ Lynn Ebert

VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: The proposed LRE 2023 Budget includes $46,657 in County Farm Revenues. This includes rental payments from the Sauk County Farm cropland, pasture, and the Sauk County Health Care Center Cropland.

MIS Note: No Impact

Sauk County Farm Cropland Bid Opening
2:00pm, October 14, 2022

Cropland (220 Acres)

Bidder Name	Bid/acre	Bid/year	Evaluation Criteria			
			10% Annual Rent Check	Experience/Qualifications	Available Technology	Accept/Reject Bid
Perzborn, Marty	$255.25	$56,155.00	✓	✓	None available	Reject
Echo-Y-Inc	**$200.00**	**$44,000.00**	✓	✓	✓	**Accept**
Bergman, Jason	$175.00	$38,500.00	✓	None listed	✓	Reject

Sauk County Farm Cropland Lease 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and Echo-Y Inc., herein called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known and described as follows:

Sauk County Farm Cropland, approximately 220 (two hundred twenty) acres of tillable cropland and a cold storage shed, located adjacent to the former Sauk County Health Care Center (See Exhibit A attached and incorporated herein). Woodlands are not included as leased property in any parcel.

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on January 1, 2023, and terminating on December 31, 2027.

2. **Rent.** The rent for said premises shall be $200.00 dollars/acre ($44,000 dollars per year), payable in semiannual, equal installments of $22,000 dollars due on or before March 1st and on or before December 1st, during the term of this lease. All rental payments shall be made to Lessor, at the Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913. Rental payments not received by the above established due dates shall be assessed a penalty at the rate of five percent (5%) per week on the outstanding balance.

3. **Use.** Lessee shall use and occupy the cropland for growing and harvesting of agricultural crops while preserving soil, water, and other natural resources consistent with the terms and conditions of this lease. The premises shall be used for no other purpose.

4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at their own expense and at all times, maintain the premises and all existing fencing in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for the actual cost of any repairs required or maintenance necessitated by any damage caused by the Lessee to the demised premises.

    a. Mineral rights: Lessee shall not market sand or gravel, or any other part of the leased property. Lessee shall not have any right to any above or below ground mineral rights.

    b. Mowing Operations: The Lessee shall be responsible for lawn mowing immediately adjacent to the storage shed; however, grassy areas around the former health care center may not be mowed or harvested.

    c. Cold Storage Shed: The Lessee agrees to keep the storage shed in reasonable repair and shall not damage the storage shed beyond reasonable use and wear. The Lessor in no way expresses or implies any warranty of the safety or security of the items stored in the storage shed.

    d. Conservation Practices: Lessee agrees to preserve established water sources, tile drains, tile outlets, grass waterways, buffer strips and diversions and to refrain from any operation that will injure such. Damage will be repaired at the Lessee's expense. Contour strips and

waterways cannot be eliminated or changed contrary to the conservation plan (See Exhibit B attached and incorporated herein). All crops must be harvested prior to December 1, 2027.

e. Crop rotation: All fields will be no tilled and follow the crop rotation identified in the approved conservation plan.
   i. Cover Crops: Cover crops will be established as indicated in the approved conservation plan. Lessee shall establish cover crops within ten (10) days of conventional crops being harvested (subject to weather conditions). Lessor agrees to furnish all cover crop seed to be used on the farm. If cover crops are not planted by the established deadline, a penalty of $1,000 shall be administered.
   ii. Fall Seeded Crops: Alfalfa and winter wheat and alfalfa will be established by August 20 and November 1, respectively, during the final year of the lease. Extension of seeding dates will be determined on a case-by-case basis and must be approved by the Sauk County Land Resources and Environment Department.

f. Nutrient Management: Lessee shall develop and follow a nutrient management plan to meet Natural Resources Conservation Service Standard 590 for all fertilizer and manure applications on the cropland. The lessee shall attend a Nutrient Management Farmer Education (NMFE) class within the first year of the lease commencement date. This class will provide the lessee with a basic understanding of nutrient management plan development and implementation. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any manure or commercial fertilizer applications. Industrial and/or municipal waste applications are not allowed on the premises.

g. Soil Fertility: Lessee shall maintain phosphorus and potash levels previously established for each field. Phosphorus and potash levels shall be established by Lessor with written notice to the Lessee at the commencement of the lease term. Lessee is responsible for maintaining soil fertility levels and ensuring that the levels are at the same or better level at the termination of the lease. Lessor shall provide for soil sampling verification, at Lessor's expense. In the event Lessee fails to apply necessary amounts of fertilizer prior to the expiration of this contract, Lessor may make such applications and the costs thereof shall be reimbursed by Lessee to Lessor. Lessor is not responsible for maintaining soil fertility levels nor responsible if Lessee voluntarily chooses to maintain a higher fertility level. Lessor agrees to furnish all limestone to be used on the farm, and in such amounts to bring and maintain PH at a 6.6 level.

h. Herbicide & Pesticide Use: Lessee shall apply herbicides with residual in a manner that will not interfere with the crop rotation specified in the conservation plan. Hazardous wastes and other debris shall not be accumulated or disposed of on Lessor's property. Hazardous waste shall include, but is not limited to, empty pesticide and oil containers and waste oil.

i. Crop Acreage Certification: Lessee shall report planted acres to the Sauk County Farm Service Agency (FSA) office to maintain maximum eligibility to participate in the government programs in the future, even if the Lessee chooses not to participate in government programs during that year. The Lessee shall submit a copy of the FSA report to the Lessor by August 1 of each year. Land leased under this contract will not be combined with any other land for grain base purposes without prior written permission of the Lessor.

j. Requested Information: Lessee shall provide lessor with input costs and crop yield information annually by December 31st. Data shall be collected using a yield monitor and provided as a removable storage device (i.e. SD card, thumb drive). Information will be used as a case study looking at the efficacy of soil health practices. If data has not been delivered by the established deadline, a penalty of $1,000 shall be administered.

5. **Alterations.** Lessee shall not, without first obtaining the prior written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Lessee shall have the right to erect, maintain and remove, at Lessee's expense, temporary fence, and moveable buildings on the leased land, provided that such fence or building or their removal do not damage the Lessor's property in any way, and provided that Lessee shall not create anything which shall constitute a nuisance to the Lessor. The Lessor shall have the right to determine in its sole discretion what constitutes a nuisance under this section, but such determination may be reviewed as to reasonableness and the assessment of damages under the arbitration provisions of this lease.

6. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of crop land provided by this lease, as described above, in total or in part. Such reduction shall occur in the event that the Sauk County Board of Supervisors shall by Resolution require such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a prorated reduction in the leased area. Any reduction in acreage shall reduce the rental amount for that and any succeeding year by the average annual acreage rental rate as determined by the annual cropland bid divided by the number of cropland acres.

   If the reduction should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the intended reduction prior to the actual planting of the crop, Lessee shall be entitled to a credit against the next rent payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

7. **Utilities and Easements.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease. Lessor reserves the right to travel over and will maintain the road which leads to the old wastewater treatment plant and South onto Highway CH.

   An existing two-acre cemetery, located adjacent to Highway 154 and identified to the Lessee, shall be maintained and preserved by the Lessor. Such land is adjacent to, and not a part of, the cropland demised under this lease.

8. **Entry and Inspection.** Lessee shall have access to the leased property through the road entrance near the intersection of Highway 154 and County Road CH maintained by the Lessor. The Lessee is encouraged to gain access via the North entrance from Highway 154. Lessee shall permit Lessor or Lessor's agents to enter upon the premises for the purpose of inspecting the same and will permit

Lessor at any time within sixty (60) days prior to expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter. The Sauk County Farm is open to the public for both general use and hunting. The location of the former health care center will become an area where community gardens are constructed and operated by a number of community members. Similarly, the demonstration fields identified on the property map will be used by various organizations and nonprofit groups. A snowmobile trail is maintained through the property during winter months.

9. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof including maintaining adequate soil fertility levels, or becomes insolvent or bankrupt, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice, or such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than 15 days' notice to Lessee. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as herein provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee, Lessee's crops, other occupants, or any effects. No failure to enforce any term shall be deemed a waiver.

   Lessee may not and shall not harvest crops after service of a notice of default. If the default is not cured within the 15-day period, Lessor shall be entitled to a lien on any crops harvested, or to harvest the crops itself, and sell same, in order to reimburse the Lessor for any expenses incurred.

10. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Exhibit A – Sauk County Farm Property Map
Exhibit B – Sauk County Farm Conservation Plan
Exhibit C – Standard Clauses – Sauk County Farm Cropland Lease
Exhibit D – Request for Bid Standard Terms and Conditions

FOR LESSEE:

Signed this____ of _____, _____.

_____
Echo-Y Inc.

FOR THE COUNTY OF SAUK:

Signed this____ of _____, _____.

_____
Brent Miller, Administrator

ATTEST

Signed this____ of _____, _____.

_____
Rebecca Evert, County Clerk
For Lessor

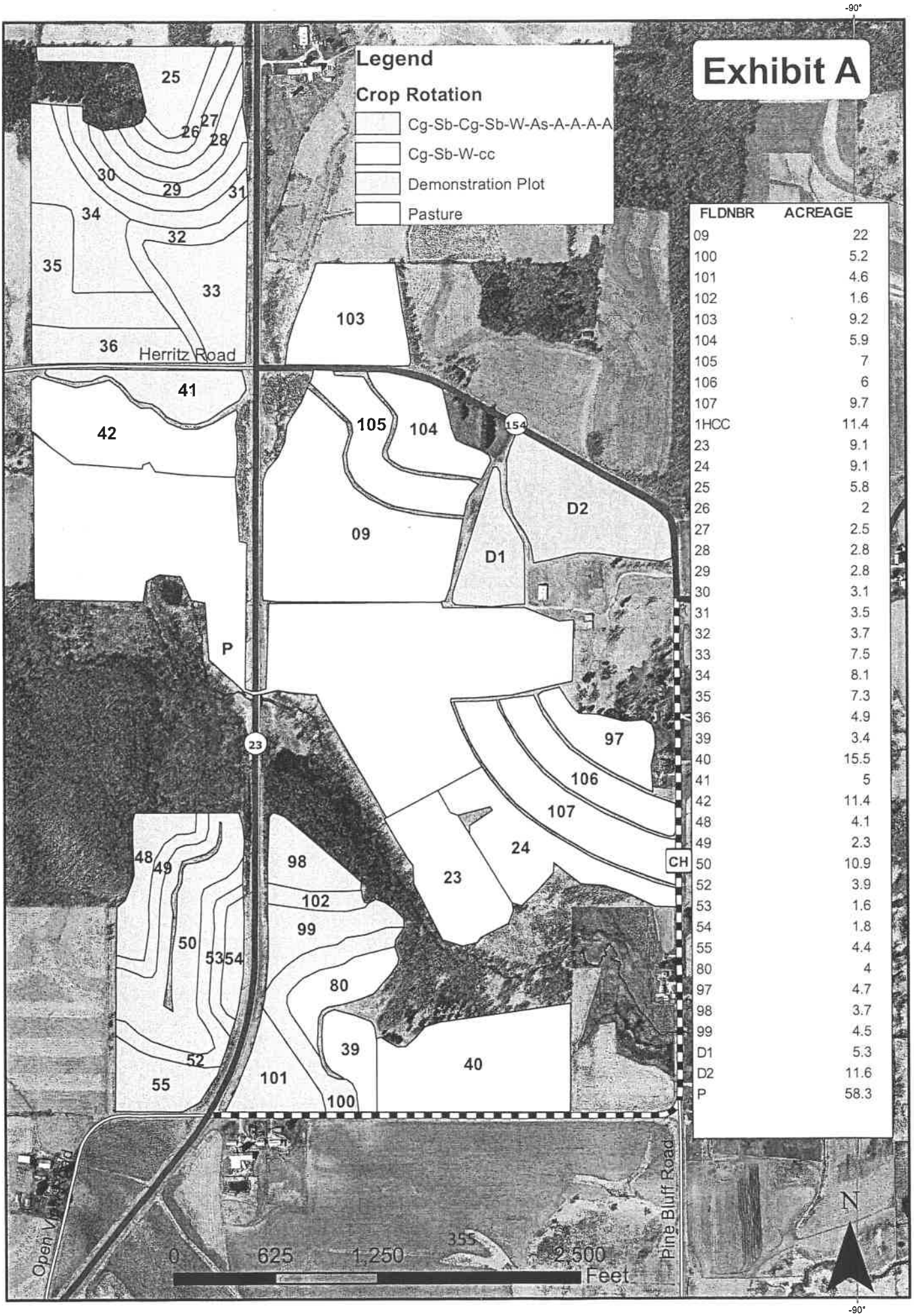


Exhibit A
Legend
Crop Rotation
Cg-Sb-Cg-Sb-W-As-A-A-A-A
Cg-Sb-W-cc
Demonstration Plot
Pasture
FLDNBR ACREAGE
09 22
100 5.2
101 4.6
102 1.6
103 9.2
104 5.9
105 7
106 6
107 9.7
1HCC 11.4
23 9.1
24 9.1
25 5.8
26 2
27 2.5
28 2.8
29 2.8
30 3.1
31 3.5
32 3.7
33 7.5
34 8.1
35 7.3
36 4.9
39 3.4
40 15.5
41 5
42 11.4
48 4.1
49 2.3
50 10.9
52 3.9
53 1.6
54 1.8
55 4.4
80 4
97 4.7
98 3.7
99 4.5
D1 5.3
D2 11.6
P 58.3
Herritz Road
Pine Bluff Road
Open View Road
154
23
CH
0 625 1,250 2,500 Feet
N

NM1: Narrative and Crops Report

Starting Year	**2021**
Reported For	**Sauk County Farm**
Printed	**2022-05-27**
Plan Completion/Update Date:	**2022-05-18**
SnapPlus Version 20.4 built on 2021-06-03	
C:\SnapPlus2\MySnapPlusData\Sauk County Farm NMP.snapDb	

Prepared for:
Sauk County Farm
505 Broadway
Baraboo, 53913

Farm has 38 fields totalling 223.3 cropped acres.
Farm Narrative: Fields 25-36, 41, 48-50, 52-54, 98-102 are contour strip farmed with a rotation of Cg-Sb-Cg-Sb-WW-As-A-A-A-A

Fields 09, 17, 19, 23, 24, 39, 40, 42, 80, 97, 103-107 have a rotation of Cg-Sb-WW-cc

Fields 104, 105, 97, 106, and 107 have adjacent 30' contour buffers strips that shall be maintained.

All fields are planted on the contour.

Annual Farm Notes:
No Annual Farm Notes

Spreader Calibration Methods: Custom applications, Equipment calibration

Narrative and Crops:

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
09	21.9	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
100	5.2	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
101	4.6	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
102	1.6	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
103	9.2	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
104	5.9	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
105	7	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
106	6	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
107	9.3	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
23	8.3	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
24	9.1	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
25	5.8	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
26	2	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
27	2.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
28	2.8	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
29	2.8	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
30	3.1	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
31	3.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
32	3.7	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
33	7.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
34	8.1	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
35	7.3	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
36	4.9	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
39	3.4	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
40	15.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
41	5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 56-65 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
42	11.4	Corn grain No Till 171-190 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
48	4.1	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
49	2.3	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
50	10.9	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
52	3.9	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
53	1.6	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
54	1.8	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre

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Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
55	4.4	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
80	4	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
97	4.7	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
98	3.7	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
99	4.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre

Summary by Crop:

NOTE: Yields calculated using the midpoint of the SnapPlus yield goal range for each crop.

Crops Grouped By Category		2021	2022	2023	2024	2025	2026	2027	2028
Corn grain	Acres bu	124 22,382	27 4,334	116 18,618	42 6,741	27 4,334	84 13,482	42 6,741	65 10,433
Soybeans 7-10 inch row	Acres bu	35 1,768	112 5,656	27 1,364	116 5,858	42 2,121	27 1,364	84 4,242	42 2,121
Winter wheat (grain) with interseeded red clover cover crop	Acres bu	27 1,904	46 3,243	42 2,961	27 1,904	46 3,243	42 2,961	27 1,904	46 3,243

Crops Grouped By Category		2021	2022	2023	2024	2025	2026	2027	2028
Alfalfa	Acres ton		37 187	37 187	37 187	37 187		70 354	70 354
Alfalfa Seeding Fall	Acres ton	37 65					70 123		
Winter wheat (grain +straw)	Acres bu					70 4,935			

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Exhibit C

STANDARD CLAUSES

Sauk County Farm Cropland Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits: $1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits: $1,000,000.

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

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of $1,000,000 single limit and $3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

The LESSOR shall maintain fire and extended insurance coverage on the storage shed and provide insurance on the property he/she stores in the storage shed.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warrantees, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

LESSOR:	Sauk County Clerk 505 Broadway Baraboo, WI 53913
With a copy to:	Lisa Wilson Director Land Resources and Environment Dept. 505 Broadway Baraboo, WI 53913
LESSEE:	Echo-Y Inc S7909Sky View Rd Loganville, WI 53943

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

11. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

12. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. **Open Records Law Compliance.** LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

15. **Relationship of Parties.,** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

16. **Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

17. **Competence, Solvency.** LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

18. **Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

19. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

20. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

21. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

22. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

23. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

24. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

25. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Exhibit C

26. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT D: REQUEST FOR BID
SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the lease agreement. By submitting a bid, the Bidder is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFB. Special provisions for a lease agreement may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or

termination of the contract or agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:	
General Aggregate	$1,000,000.00
Products-Comp/Op Agg	$1,000,000.00
Personal & Adv. Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Automobile: (Combined single limit)	$1,000,000.00
Professional Liability:	$1,000,000.00
Excess Liability: (Umbrella)	$1,000,000.00.
	(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFB. However, in the event Sauk County's legislative body, the

Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents , officials or employees may expend or be held liable due to the Provider/contractor 's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Propriety information on the "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at is sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trader secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Bidder to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Bidder to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Bidder would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records.

Bidder understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidder. Bidder agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Bidder shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Bidder

shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Bidder asserts, and County understands that, without this pledge of confidentiality, Bidder would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department West
Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

RESOLUTION # 110-2022

Resolution Authorizing a Pasture Lease Agreement at the Sauk County Farm.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 11.4 acres of cropland are located adjacent to the Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids. Upon award of the bid, the farmer adheres to conditions outlined in the lease agreement that support soil health practices including no till, cover crops, and diverse crop rotations. Additionally, they work closely with the Land Resources and Environment Department to share planting and harvest data to evaluate the economics and efficacy of conservation practices implemented on the farm.

WHEREAS, to solicit bids for leasing cropland and pasture at the Sauk County Farm and cropland at the Sauk County Healthcare Center, a Request for Bids (RFB) was advertised on September 1, 2022; and,

WHEREAS, one (1) bid was received by the deadline and reviewed to ensure the submittal came from a responsible bidder in combination with the highest bid; and,

WHEREAS, Connor Laukant of Reedsburg, Wisconsin is a responsible bidder and submitted a bid of $87.50 per acre ($5,250.00 per year) and should be awarded an agreement for renting the pasture at the Sauk County Farm for a period of five years beginning January 2023 and ending December 2027.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County supports leasing of the Sauk County farm for the purpose of growing agricultural crops and demonstrating conservation practices.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [ ] YES [ ] 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: 12.13.2022.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA

LYNN EBERL

ROBERT SPENCER

VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: The proposed LRE 2023 Budget includes $46,657 in County Farm Revenues. This includes rental payments from the Sauk County Farm cropland, pasture, and the Sauk County Health Care Center cropland.

MIS Note: No Impact

Sauk County Farm Pasture Bid Opening
2:00pm, October 14, 2022

Pasture (60 Acres)

Bidder Name	Bid/acre	Bid/year
Laukant, Connor	$87.50	$5,250.00

SAUK COUNTY FARM PASTURE LEASE 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and Connor Laukant, Reedsburg, Wisconsin, called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known, and described as follows:

Sauk County Farm Pasture, approximately 60 (sixty) acres located west of Highway 23 and adjacent to the former Sauk County Health Care Center. (See attached Exhibit A, attached, and incorporated herein.)

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on, January 1, 2023 and terminating on December 31, 2027.

2. **Rent.** The rent for said premises shall be $87.50 dollars/acre ($5,250.00 dollars per year[1]), payable each year on the first day of March, during the term of this lease. All rental payments shall be made to Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913. Rental payments not received by the above established due dates shall be assessed a penalty at the rate of five percent (5%) per week on the outstanding balance.

3. **Use.** Lessee shall use and occupy the premises for grazing of livestock only. The premises shall be used for no other purpose. The Lessee shall refrain from any tillage of the pasture. No permanent pasture may be tilled without written consent of the Lessor. The grazing season will commence on May 1st and end on November 1st of each year. Cattle will not occupy pastures any sooner than May 1st and all cattle must be removed by November 1st. Lessee shall follow a prescribed grazing plan (See attached Exhibit B, attached an incorporated herein) that meets Natural Resources Conservation Service Standard 528. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any livestock grazing the pasture. Lessor represents that the premises may lawfully be used for such purpose.

4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall be solely responsible for the expense of all repairs required. When fencing requires total replacement, Lessee shall first recommend the replacement to the Sauk County Land Resources and Environment Committee (hereinafter Committee) prior to the Committee approving any funding for replacement of fencing. Lessee is solely responsible for replacement of fencing or other major repairs to the property not approved or requested by the Committee.

5. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

6. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements (i.e., electric, telephone or communication lines, water, gas, oil or sewer pipelines or other facilities) now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease.

7. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same. The Lessee will permit Lessor at any time within sixty (60) days prior to expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

8. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions agreed to within this lease, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice (or such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

9. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of pasture provided by this lease, as described above, in total or in part. Such reduction shall occur if the Sauk County Board of Supervisors by Resolution requires such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a pro rata reduction in the leased area. This prorated reduction shall be determined as follows:

   Determine the daily acre rental rate by dividing the yearly payment due by the number of total acres, then divide by the number of days in the grazing season to establish the daily acre rate. Subtract the usable acreage lost (non-usable acreage excepted) by the daily per acre rate and the remaining days in the current grazing season to determine the lost value of this pasture. The rental amount shall then be adjusted by this reduced amount. If the annual rent has already been paid, a payment for this amount shall be made by the Lessor to the Lessee. Future rent shall be adjusted based upon the average rental rate per acre if the acreage will not be available in future years. This amount shall be rounded to the closest whole dollar amount, to arrive at the new annual payment amount due.

10. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution thereof:
    Exhibit A – Sauk County Farm Pasture Map
    Exhibit B – Sauk County Farm Pasture Grazing Plan
    Exhibit C – Standard Clauses – Sauk County Farm Pasture Lease
    Exhibit D – Request for Bids Standard Terms and Conditions

SAUK COUNTY FARM PASTURE LEASE 2023-2027

FOR LESSEE:

Signed this____ of _____, _____.

_____
Connor Laukant

FOR THE COUNTY OF SAUK:
Signed this____ of _____, _____.

_____
Brent Miller, Administrator

ATTEST
Signed this____ of _____, _____.

_____
Rebecca Evert, County Clerk
For Lessor

[1]Note: For 2023, the rent will be split into two amounts – 40 acres will be assessed at $87.50 dollars/acre and 20 acres will be assessed at $43.75 dollars/acre due to a portion of the pasture being newly established and only available for half of the grazing season. The total rent payment for 2023 shall be $4,375.00 dollars. Rent payments for the duration of the lease will be $87.50 dollars/acre ($5,250.00 dollars per year).

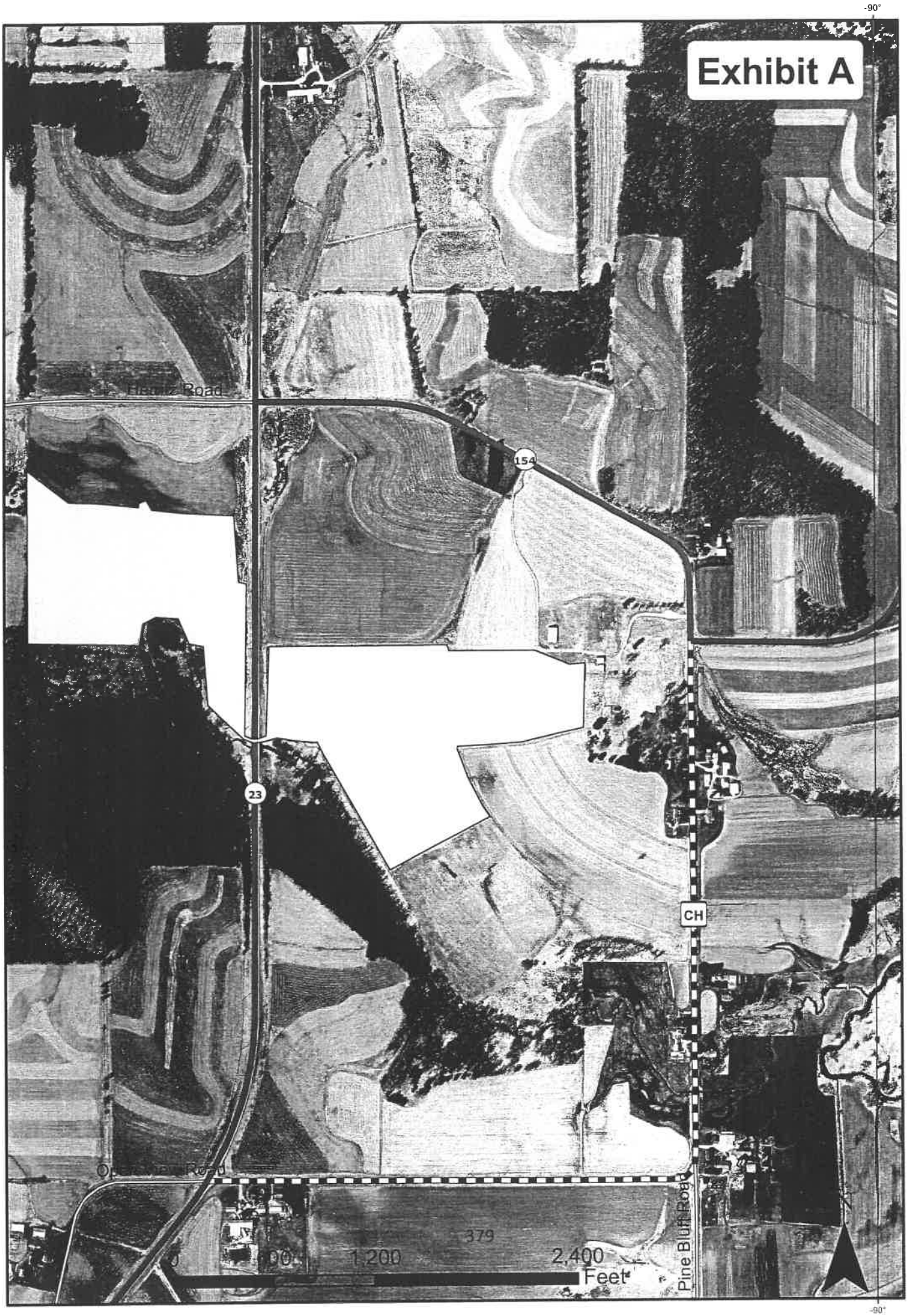


Exhibit A
154
23
CH
Pine Bluff Road
1,200
2,400
Feet
-90°
-90°

EXHIBIT B
Prescribed Grazing Plan

1. Animal numbers shall not exceed 65 animal units. An animal unit is 1000 pounds.

2. Animals shall be moved every 2 days to new pasture. Pasture allotments (paddocks) will be subdivided using electrified polywire on a reel. The reel is then moved on a regular basis to provide a temporary boundary for the animals. Livestock will not be turned into a paddock until there is at least 12-16 inches of growth and will be taken off when the average height is 6-8 inches. A pipeline system exists on the property to provide water to livestock. A small 40-50 gallon tub will be utilized as a water tank. This water tank will be moved on a regular basis to provide water for the livestock.

3. During times of excessive or deficient rainfall supplemental feed will be necessary to preserve the pastures. Keep livestock in this "sacrifice" area until paddock conditions improve.

Exhibit C

STANDARD CLAUSES

Sauk County Farm Pasture Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits: $1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits: $1,000,000.

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

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of $1,000,000 single limit and $3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warrantees, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

LESSOR: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Lisa Wilson
Director
Land Resources and Environment Dept.
505 Broadway
Baraboo, WI 53913

LESSEE: Connor Laukant
S4831 Open View Rd
Reedsburg, WI 53959

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the

opportunity to obtain legal counsel, and shall not be construed against either party.

11. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

12. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. **Open Records Law Compliance.** LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

15. **Relationship of Parties.,** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

16. **Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

17. **Competence, Solvency.** LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

18. **Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

19. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

20. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

21. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

22. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

23. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

24. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

25. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

26. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the

premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT D: REQUEST FOR BID
SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the lease agreement. By submitting a bid, the Bidder is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFB. Special provisions for a lease agreement may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or

termination of the contract or agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:	
General Aggregate	$1,000,000.00
Products-Comp/Op Agg	$1,000,000.00
Personal & Adv. Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Automobile: (Combined single limit)	$1,000,000.00
Professional Liability:	$1,000,000.00
Excess Liability: (Umbrella)	$1,000,000.00.
	(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFB. However, in the event Sauk County's legislative body, the

Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents , officials or employees may expend or be held liable due to the Provider/contractor 's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Propriety information on the "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at is sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trader secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Bidder to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Bidder to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Bidder would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records.

Bidder understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidder. Bidder agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Bidder shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Bidder

shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Bidder asserts, and County understands that, without this pledge of confidentiality, Bidder would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department West
Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

RESOLUTION # 111-2022

Resolution Authorizing Sauk County to enter into a Memorandum of Understanding with the Sauk Soil & Water Improvement Group for Agricultural Demonstration and Research at the Sauk County Farm.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Sauk County owns approximately 297 acres of cropland and pasture, known as the Sauk County Farm in the Town of Reedsburg. A property master plan for the County Farm was approved in March 2022 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 Sauk County. The master planning process was designed to target collaboration with key community stakeholders and educational institutions 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. Two crop fields totaling approximately 17 acres have been designated as demonstration plots on the Sauk County Farm to provide these types of opportunities.

WHEREAS, to facilitate the utilization of the demonstration plots, a Request for Proposal (RFP) was advertised on September 1, 2022; and,

WHEREAS two (2) proposals were received by the deadline and evaluated against the criteria in the RFP; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby award Sauk Soil and Water Improvement Group (SSWIG) the opportunity to conduct agricultural demonstration and research at the Sauk County Farm as shown in the proposal as Exhibit A; and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the County Administrator to enter into a Memorandum of Understanding (MOU) that outlines the objectives and responsibilities of SSWIG and Sauk County.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [X] None [ ] 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: 12.13.2022.

Offered and passage moved by: Land Resources and Environment Committee

Lynn Eberl

Peter Kinsman

Marty Krueger

Robert Spencer

Dennis Polivka

Valerie McAuliffe

Brandon Lohr

Randall Puttkamer

Fiscal Note: No Impact. SSWIG will provide all labor, tools, equipment, and materials to install the practices outlined in the proposal.

MIS Note: No Impact

Cover Letter

Sauk County LRE Dept,

Please find the Sauk County Farm Plots Proposal being submitted by the Sauk Soil and Water Improvement Group (SSWIG) enclosed with this letter. SSWIG has titled this proposal, "Regenerating Sauk County Soils" in reference to this project's intent to impact the local farm community to engage in an exploration and eventual adoption of more regenerative practices on the Sauk County landscape. Ron Bula is serving as a point of contact for this project and may be reached by the following channels:

Mailing Address: S4515 Scenic Road, Baraboo WI 53914
Phone: 608-477-0054
Email: rlbula57@gmail.com

If you have any questions, please feel free to reach out.

Sincerely,

Ron Bula

PROPOSAL CONTENTS

Notice is hereby given that the County will receive Proposals per specifications until 4:30 PM, October 14, 2022 (CST) ("Closing"), to provide proposals for conducting agricultural demonstration and research at the Sauk County Farm. No Proposals will be received or considered after that time.

Submittals should be limited to 8.5 x 11 sheet size and should be submitted in sealed envelopes to Sauk County Land Resources and Environment Department, 505 Broadway, Ste. 248, Baraboo, WI 53913 Each submittal should follow the provided template. Addenda to submittals will not be considered. The sealed envelope should be marked "Sauk County Farm – Demo Plot Proposal."

Cover Letter The cover letter should include the project title, applicant/organization name, address, phone number, email address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the group, and who may be contacted during the period of proposal evaluation.

Project Title: Regenerating Sauk County Soils

Applicant Name/Organization: Sauk Soil and Water Improvement Group (SSWIG)

Applicant Signature: R- Bula

Address: S4515 Scenic Road

City: Baraboo State: WI Zip: 53913

Phone Number: 608-477-0054

Email Address: rlbula57@gmail.com

Group Qualifications. Demonstrate the group's experience implementing regenerative and conservation-friendly farming best practices. Include a description of the group and a statement of the group's qualifications for implementing the project. Indicate any specialized expertise relevant to the project and discuss the group's in-house abilities and commitment to delivering the project in a timely manner. Indicate if the group has access to their own equipment and data/yield collection technology to install the practices outlined in the proposal and maintain accurate planting and harvest records.

SSWIG is a local watershed protection group dedicated to improving soil health and water quality through regenerative agricultural practices and education to build resilient family farms and thriving rural communities. This group is composed of farmers from around Sauk County and the surrounding area who advocate for a local shift towards more regenerative agricultural systems. To help facilitate this shift SSWIG members have utilized their own operations to demonstrate how regenerative practices (e.g. no-till planting, cover crops, managed grazing) can be best applied within our local context.

SSWIG has partnered with organizations like the Sand County Foundation, UW Extension, and Discovery Farms to collect data on the impacts of regenerative practices on member operations. Members have also hosted numerous events, welcoming other farmers and the wider community onto their operations to share their findings. A central demonstration site, such as the Sauk County Farm Demonstration Plots, would help to expand upon the work already being conducted by the group.

SSWIG has already applied for grant funding through the DATCP Producer-Led Watershed Protection Program to afford the operation of the demonstration plot (i.e. seed, fertilizer, chemical inputs, custom rate field operations). The group has members operating in the area and will partner with one of these members or the Sauk County Farm cropland lessee to perform all necessary field operations. SSWIG will collaborate with their partners (those listed above and others interested) to plan and implement the proposed demonstration plots, and to collect and present usable data.

Project Understanding and Approach. Describe the plans for accomplishing the required work. Include a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services by the preferred completion date.

SSWIG proposes utilizing the Sauk County demonstration plot fields to build the capacity of local farmers to integrate cover crops in their rotations and implement regenerative management systems. To accomplish this two existing fields will be divided into approximately six side-by-side plots. Each plot will showcase a different management approach with one "control" field in a no-till corn - soybean rotation (with no cover crop). Remaining plots will integrate a progression of greater rotational (e.g. winter wheat) and cover cropping diversity (e.g. soybeans to winter rye, frost seeding red clover into winter wheat, winter wheat to diverse cover crop mix, interseeding diverse cover crop mix into corn grain).

SSWIG will determine how fields will be split and assign cropping plans to specific plots during the upcoming winter season. At this point seed orders (cash and cover crop), fertilizer, and chemical inputs will be placed for plots. Additionally, SSWIG will create and sign an agreement with either the Sauk County Farm lessee or a local member to complete field operations.

A nutrient management plan meeting the NRCS 590 standard will be developed, followed, and updated on an annual basis. Additionally plots will receive baseline soil health (Haney), infiltrometer, and any other relevant tests during the spring season, prior to planting. Soil health tests will be completed every four years to track the impact of management practices. Additionally, plant tissue tests will be taken throughout the year on plots to track differences in nutrient uptake between management systems. Likewise cover crop biomass analysis will be conducted on all relevant plots, following established SSWIG data collection protocol. Plot crop yields, expenses, and profitability will be tracked annually. Field days will be hosted at the demo plot site on an annual basis so that local farmers and other community members can tour the site and hear about what has worked and what hasn't. This will create opportunities to engage in a discussion about how best to implement a system on their own operations that improves soil health, water quality, and farm profitability. This kind of discussion will help local farmers to learn from each others and overcome barriers to adopting new practices.

Group Information and Project Team. Describe the qualifications and experience of each team member who will participate in the project. Identify any collaborating partners associated with the proposal. Describe your group's familiarity with the Department and past experience with any rental agreement, contract or program participation.

SSWIG will be the primary project managers. The group advisory board is largely composed of local farmers experienced in the use of regenerative practices on their own operations. The collective expertise of this group encompasses a wide array of topics, including no-till planting, planting green, cover cropping, management intensive grazing, nutrient management planning, and more. However, the group also hopes to engage additional partners, such as Sauk County LRE, UW Extension, FFA organizations of the surrounding school districts, and others to plan and implement the demo plots and make this project a success.

SSWIG is familiar with Sauk County LRE and currently holds an MOU with the department to provide administrative assistance to the group. They have worked closely with LRE staff to apply for funding through the DATCP Producer-Led Watershed Protection Program and roll out conservation programs since the groups formation in 2019. The group has hosted numerous field days and other educational events each year and has developed and implemented their own cost-share programs to promote the implementation of conservation practices on local farms.

Anticipated Project Schedule. All proposers will define the anticipated deadline for completion and presentation of the project and all related supporting activities. The project schedule will be incorporated into the Memorandum of Understanding (MOU) between the Department and the successful respondent. Please identify the outreach and educational activities that will be provided during and at the conclusion of the project period.

Projected Annual Schedule

Winter 202X:
- plan demo plot layout
- finalize cropping plans for each demo plot
- complete NMP with available soil samples
- order seed, fertilizer, and chemical inputs
- create and finalize agreement with either cropland lessee or SSWIG member

Spring/Summer 202X
- complete soil health, infiltrometer, and crop tissue tests (if during scheduled year)
- spring field operations (e.g. burndown herbicide, pre-plant fertilization, planting)
- follow-up field operations (e.g. pre/post-emerge herbicide, side dress)
- track field operation time/custom rate costs
- host spring planting field day to showcase and discuss relevant topic (e.g. no-till planting, herbicide program, fertilizer program, etc.)

Fall 202X
- crop harvest
- record yield data
- conduct cover crop biomass analysis
- annual cover crop field day (showcase what the different cover crop trials look like approaching the end of the season; discuss which cover crop varieties are most successful in the Sauk County area and how to incorporate them in a rotation;

Winter 202Y
- compile seasonal crop data (e.g. expenses, crop yield, revenue, weather)
- present findings at SSWIG annual event and encourage farmers to check out plots during the growing season.

Upon completing this project SSWIG will compile all collected data. The group will work with partners to analyze this data, summarize their findings, and publicize a report that other local farmers can use as a reference when adopting regenerative management systems.

Supporting Information. Submit any additional information or recommendations supporting the proposal as an appendix or separate attachment.

please see attached letters of support from SSWIG partner organizations.

Extension
UNIVERSITY OF WISCONSIN-MADISON

October 4th, 2022

Dear Review Committee,

I am writing to convey full support of the Sauk Soil and Water Improvement Group's (SSWIG) bid to manage the Sauk County Farm Demo Plots.

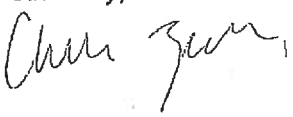
SSWIG has a history of strong educational events centered on peer to peer learning that draw in farmers from their own county and surrounding counties. Their excitement and innovation has drawn in a unique set of partners and has made them a vital ally and mentor to many of the other groups in the area. The commitment of their farmer leaders is unmatched, as they are typically the only group with a farmer representative at every Southwest WI Producer-Led Regional Meeting.

The group has expressed interest in building a long term demonstration plot, this would have a large impact on the surrounding area and would help to convince middle to late adopters of the benefits and potential of conservation practices. Long term demonstration plots are a rarity across Wisconsin and I consider it a unique opportunity to have such enthusiastic and innovative producers invested in such a project. Their strong relationships with partners like UW-Madison Extension and the USDA- ARS Dairy Forage Research Station, paired with their own skilled outreach capabilities, gives me confidence that their demonstration plots would be impactful and provide meaningful data to the agricultural community in Sauk County.

If funded, the Extension Agriculture and Water Quality Program will assist SSWIG in education on how different agricultural management practices impact water quality, designing research and demonstration projects centered on water quality, any relevant data collection, and will connect them to useful resources and partners.

We encourage the committee to approve the proposal being submitted by SSWIG. The opportunity will help to strengthen existing partnerships and provide new opportunities for producers in Sauk County. If you have any questions, please feel free to contact me at zegler@wisc.edu or 608-224-3716

Sincerely,



Chelsea Zegler

Agriculture and Water Quality Outreach Specialist
UW-Madison Division of Extension

Division of Extension
University of Wisconsin-Madison
432 N Lake Street Madison, WI 53706
info@extension.wisc.edu | extension.wisc.edu

USDA
United States Department of Agriculture

Research, Education, and Economics
Agricultural Research Service

10/6/2022

Sauk County Land Resources and Environment Department
505 Broadway, Ste. 248
Baraboo, WI 53913

Dear Review Committee:

I write to acknowledge synergisms between the work of the Sauk Soil and Water Improvement Group (SSWIG) and the mission and objectives of our research and outreach plans at the U.S. Dairy Forage Research Center (DFRC). Previous research has shown that their plans to provide cost-share funding for farmers who convert acres to no-till and cover crops, and additional cost-share for planting green and grazing of cover crops will address soil health and water quality targets and are likely to increase farm resilience. Further, SSWIG is committed to increasing educational programs for farmers and the general public alike to increase awareness and adoption of these practices through their proposal to manage the Sauk County Farm Demo plots and other complementary efforts. Their plans to showcase side-by-side demonstrations of different conservation management systems aligns well with DFRC's efforts and will create opportunities for farmers in Sauk County and the region to exchange ideas and access research and extension resources to inform their decision-making.

The U.S. Dairy Forage Research Center shares a commitment to providing agricultural producers, and the dairy industry specifically, with information and tools that will advance the economic and environmental sustainability of farms. We welcome opportunities to collaborate with the SSWIG, and other producer-led watershed groups, as they take on these challenges.

Sincerely,

Digitally signed by
DENNIS HANCOCK
Date: 2022.10.06
15:47:57 -05'00'

DENNIS W. HANCOCK
Center Director

U.S. Dairy Forage Research Center
1925 Linden Dr.
Madison, WI 53706
608-890-0050

USDA is an Equal Opportunity Employer

October 4, 2022

Sauk County Land Resources and Environment Department
West Square Building, Rm 248
505 Broadway Baraboo, WI 53913

Re: Letter of Support for Sauk Soil and Water Improvement Group

Dear Sauk County LRE Department,

Sand County Foundation (SCF) is pleased to provide this letter of support for the Sauk Soil and Water Improvement Group (SSWIG) proposal to manage the county's new Farm Demonstration Plots. SCF's mission is to inspire and enable a growing number of private landowners to ethically manage the natural resources in their care, so future generations have clean and abundant water, healthy soil to support growing food demands, plentiful habitat for wildlife and opportunities for outdoor recreation. We are advocates for groups like SSWIG, whose members are leaders across Wisconsin's farming community and key communicators to reaching middle to late conservation adaptors.

SCF has been actively collaborating with SSWIG graziers on a three-year, North Central Sustainable Agriculture Research and Education (SARE) Research and Education Grant to demonstrate the value of rotational grazing with cover crops. The goal is to share the agronomic, environmental, and soil health data collected from SSWIG graziers through testimonials and publications in order to expand cover crop acreage with rotational grazing across the Midwest for a more resilient agricultural system. We appreciate working with the SSWIG graziers because they are innovative and willing to try new management.

SSWIG's outreach complements SCF's demonstration efforts. They encourage others to ease into conservation and do so with realistic expectations; although the first attempt may not result in the ideal outcome, you learn something and adapt. SCF values their willingness to partner on events as a way to amplify the reach. Their members are true agricultural leaders; therefore, they will have no shortage of ideas for showcasing side-by-side demonstration of innovative conservation management systems.

SSWIG has been a reliable partner for conservation demonstration; we encourage the review committee to support their proposal to manage the new demonstration plots so that they can continue to share their land ethic to others within and beyond watershed boundaries. SCF commits to support SSWIG's interest in conservation demonstration by helping to identify plot comparisons, quantify outcomes, and communicate results. This opportunity will strengthen SSWIG's existing partnerships and gain additional members to increase the adoption of regenerative practices such as reduced-tillage, cover crops, planting green, and grazing cover. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dr. Heidi M. Peterson
Vice-President, Agricultural Research and Conservation
Sand County Foundation
hpeterson@sandcountyfoundation.org
Office Phone: (612) 504-7186

EXHIBIT B
SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the Contract for Services. By submitting a proposal, the Proposer is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFP. Special provisions for a contract may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred.

Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or

death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or termination of the contract or agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:	
General Aggregate	$1,000,000.00
Products-Comp/Op Agg	$1,000,000.00
Personal & Adv. Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Automobile: (Combined single limit)	$1,000,000.00
Professional Liability:	$1,000,000.00
Excess Liability: (Umbrella)	$1,000,000.00.
	(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made

under any Agreement resulting from this RFP. However, in the event Sauk County's legislative body, the Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws.

To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders,

injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents , officials or employees may expend or be held liable due to the Provider/contractor 's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Propriety information on the "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at is sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trader secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.29 above). Information supplied by Proposer to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Proposer to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Proposer would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records. Proposer understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Proposer. Proposer agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Proposer shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade

Secret, Confidential and Proprietary Information Form" Proposer shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Proposer asserts, and County understands that, without this pledge of confidentiality, Proposer would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department
West Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

Sauk County Farm Demo Plots
RFP Evlauation Scoring Sheet

Evaluation Criteria	Points	Proposer Group	
		SSWIG	Reedsburg FFA Alumni
1. Proposal Submission	10	10	10
2. Applicant Understanding	10	10	10
3. Group Experience and Qualifications	30	25	10
4. Soil Health or Conservation Practices	80	25	0
5. Capacity or Feasibility	10	10	10
6. Innovation	15	10	0
7. Partnership Capability	30	30	20
Total - All Evaluatin Points	**185**	**120**	**60**

Review Team
Serge Koenig
Melissa Schlupp
Brian Sadler
Gus Johnson
Cassandra Fowler

Date Reviewed: October 18, 2022

RESOLUTION # 112-2022

Resolution Authorizing a Cropland Lease Agreement at the Sauk County Health Care Center.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 11.4 acres of cropland are located adjacent to the Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids. Upon award of the bid, the farmer adheres to conditions outlined in the lease agreement that support soil health practices including no till, cover crops, and diverse crop rotations. Additionally, they work closely with the Land Resources and Environment Department to share planting and harvest data to evaluate the economics and efficacy of conservation practices implemented on the farm.

WHEREAS, to solicit bids for leasing cropland and pasture at the Sauk County Farm and cropland at the Sauk County Healthcare Center, a Request for Bids (RFB) was advertised on September 1, 2022; and,

WHEREAS, one (1) bid was received by the deadline and reviewed to ensure the submittal came from a responsible bidder in combination with the highest bid; and,

WHEREAS, Jason Bergman of Loganville, Wisconsin is a responsible bidder and submitted a bid of $175.00 per acre ($1,995.00 per year) and should be awarded an agreement for renting the cropland at the Sauk County Health Care Center for a period of five years beginning January 2023 and ending December 2027; and

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County supports leasing cropland at the Sauk County Health Care Center for the purpose of growing agricultural crops and demonstrating conservation practices.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [ ] YES [ ] 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: 12.13.2022

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA

LYNN EBERL

ROBERT SPENCER

VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: The proposed LRE 2023 Budget includes $46,657 in County Farm Revenues. This includes rental payments from the Sauk County Farm cropland, pasture, and the Sauk County Health Care Center cropland.

MIS Note: No Impact

Sauk County Health Care Center Cropland Bid Opening

2:00pm, October 14, 2022

HCC Cropland (11.4 acres)

Bidder Name	Bid/acre	Bid/year
Bergman, Jason	$175.00	$1,995.00

Sauk County Health Care Center Cropland Lease 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and Jason Bergman, Loganville, Wisconsin, herein called Lessee.

Lessor hereby leases to Lessee the premises, situated in the City of Reedsburg, County of Sauk, and State of Wisconsin, known and described as follows:

Sauk County Health Care Center Cropland, approximately 11.4 (eleven and four tenths) acres of tillable cropland located adjacent to the Sauk County Health Care Center. (See Exhibit A, attached and incorporated herein.)

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on January 1, 2023, and terminating on December 31, 2027. Lease term is contingent upon the Lessor obtaining an annual conditional use permit (CUP) from the City of Reedsburg.

2. **Rent.** The rent for said premises shall be $175.00 dollars/acre ($1,995.00 dollars per year), due in advance of the first day of March, during the term of this lease. All rental payments shall be made to Lessor, at the Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913.

3. **Use.** Lessee shall use and occupy the cropland for growing and harvesting of agricultural crops while preserving soil, water, and other natural resources consistent with the terms and conditions of this lease. The premises shall be used for no other purpose.
    a. Field equipment operations (planting, spraying, harvesting) shall be conducted between the hours of 7 a.m. and 9 p.m.
    b. Lessee must notify neighbors 24 hours prior in person or with door hangers for spraying or harvesting.
    c. Remove crops each year of the lease by December 1st.
    d. Maintain/trim along curbs.
    e. 5' setback along adjacent lots.

4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at their own expense and at all times, maintain the premises and any existing fencing in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for the actual cost of any repairs required or maintenance necessitated by any damage caused by the Lessee to the demised premises. Lessee shall not damage the city street curb or blacktop.

    a. Mineral rights: Lessee shall not market gravel, or any other part of the leased property. Lessee shall not have any right to any above- or below-ground mineral rights.

    b. Conservation Practices: Lessee agrees to preserve established water sources, tile drains, tile outlets, grass waterways, buffer strips and diversions and to refrain from any operation that will injure such. Damage will be repaired at the Lessee's expense. Contour strips and waterways cannot be eliminated or changed contrary to the conservation plan (See Exhibit B attached and incorporated herein). All crops must be harvested prior to December 1, 2027.

c. Crop rotation: All fields will be no tilled and follow the crop rotation identified in the approved conservation plan (See Exhibit B attached and incorporated herein).
   i. Cover Crops: Cover crops will be established as indicated in the approved conservation plan. Lessee shall establish cover crops within ten (10) days of conventional crops being harvested (subject to weather conditions). Lessor agrees to furnish all cover crop seed to be used on the farm. If cover crops are not planted by the established deadline, a penalty of $1,000 shall be administered.
   ii. Fall Seeded Crops: Winter wheat will be established by November 1 during the final year of the lease. Extension of seeding dates will be determined on a case-by-case basis and must be approved by the Sauk County Land Resources and Environment Department.

d. Nutrient Management: Lessee shall develop and follow a nutrient management plan to meet Natural Resources Conservation Service Standard 590 for all fertilizer applications on the cropland. The lessee shall attend a Nutrient Management Farmer Education (NMFE) class within the first year of the lease commencement date. This class will provide the lessee with a basic understanding of nutrient management plan development and implementation. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any commercial fertilizer applications. Manure and industrial and/or municipal waste applications are not allowed on the premises.

e. Soil Fertility: Lessee shall maintain phosphorus and potash levels previously established for each field. Phosphorus and potash levels shall be established by Lessor with written notice to the Lessee at the commencement of the lease term. Lessee is responsible for maintaining soil fertility levels and ensuring that the levels are at the same or better level at the termination of the lease. Lessor shall provide for soil sampling verification, at Lessor's expense. In the event Lessee fails to apply necessary amounts of fertilizer prior to the expiration of this contract, Lessor may make such applications and the costs thereof shall be reimbursed by Lessee to Lessor. Lessor is not responsible for maintaining soil fertility levels nor responsible if Lessee voluntarily chooses to maintain a higher fertility level. Lessor agrees to furnish all limestone to be used on the farm, and in such amounts to bring and maintain PH at a 6.6 level.

f. Herbicide & Pesticide Use: Lessee shall apply herbicides with residual in a manner that will not interfere with the crop rotation specified in the conservation plan. Hazardous wastes and other debris shall not be accumulated or disposed of on Lessor's property. Hazardous waste shall include, but is not limited to, empty pesticide and oil containers and waste oil.

g. Crop Acreage Certification: Lessee shall report planted acres to the Sauk County Farm Service Agency (FSA) office to maintain maximum eligibility to participate in the government programs in the future, even if the Lessee chooses not to participate in government programs during that year. The Lessee shall submit a copy of the FSA report to the Lessor by August 1 of each year. Land leased under this contract will not be combined with any other land for grain base purposes without prior written permission of the Lessor.

h. Requested Information: Lessee shall provide lessor with input costs and crop yield information annually by December 31st. Data shall be collected using a yield monitor and provided as a removable storage device (i.e. SD card, thumb drive). Information will be used as a case study looking at the efficacy of soil health practices. If data has not been delivered by the established deadline, a penalty of $1,000 shall be administered.

5. **Alterations.** Lessee shall not, without first obtaining the prior written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Lessee shall have the right to erect, maintain and remove, at Lessee's expense, temporary fence and moveable buildings on the leased land, provided that such fence or building or their removal do not damage the Lessor's property in any way, and provided that Lessee shall not create anything which shall constitute a nuisance to the Lessor. The Lessor shall have the right to determine in its sole discretion what constitutes a nuisance under this section, but such determination may be reviewed as to reasonableness and the assessment of damages under the arbitration provisions of this lease.

6. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of cropland provided by this lease, as described above, in total or in part. Such reduction shall occur in the event that the Sauk County Board of Supervisors shall by Resolution require such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a prorated reduction in the leased area. Any reduction in acreage shall reduce the rental amount for that and any succeeding year by the average annual acreage rental rate as determined by the annual cropland bid divided by the number of cropland acres.

   If the reduction should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the intended reduction prior to the actual planting of the crop, Lessee shall be entitled to a credit against the next rent payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

7. **Utilities and Easements.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease. Fire hydrant lines, sewage lines and manholes located on the leased property will be maintained by the Lessor. Access to these lines is reserved for maintenance work. If damage occurs to crops as a result of this maintenance work, the Lessee will be credited for the lost crop as per the process identified in Section 6.

8. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof including maintaining adequate soil fertility levels, or becomes insolvent or bankrupt, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice, or such default is of such nature that it cannot be completely cured

within such period, if Lessee does not commence such curing within 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than 15 days' notice to Lessee. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as herein provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee, Lessee's crops, other occupants, or any effects. No failure to enforce any term shall be deemed a waiver.

Lessee may not and shall not harvest crops after service of a notice of default. If the default is not cured within the 15-day period, Lessor shall be entitled to a lien on any crops harvested, or to harvest the crops itself, and sell same, in order to reimburse the Lessor for any expenses incurred.

9. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Exhibit A – Sauk County Health Care Center Cropland Map
Exhibit B – Sauk County Health Care Center Conservation Plan
Exhibit C – Standard Clauses – Sauk County Health Care Center Cropland Lease
Exhibit D – Request for Bid Standard Terms and Conditions

FOR LESSEE:

Signed this____ of _____, _____.

_____
Jason Bergman

FOR THE COUNTY OF SAUK:

Signed this____ of _____, _____.

_____
Brent Miller, Administrator

ATTEST

Signed this____ of _____, _____.

_____
Rebecca Evert, County Clerk
For Lessor

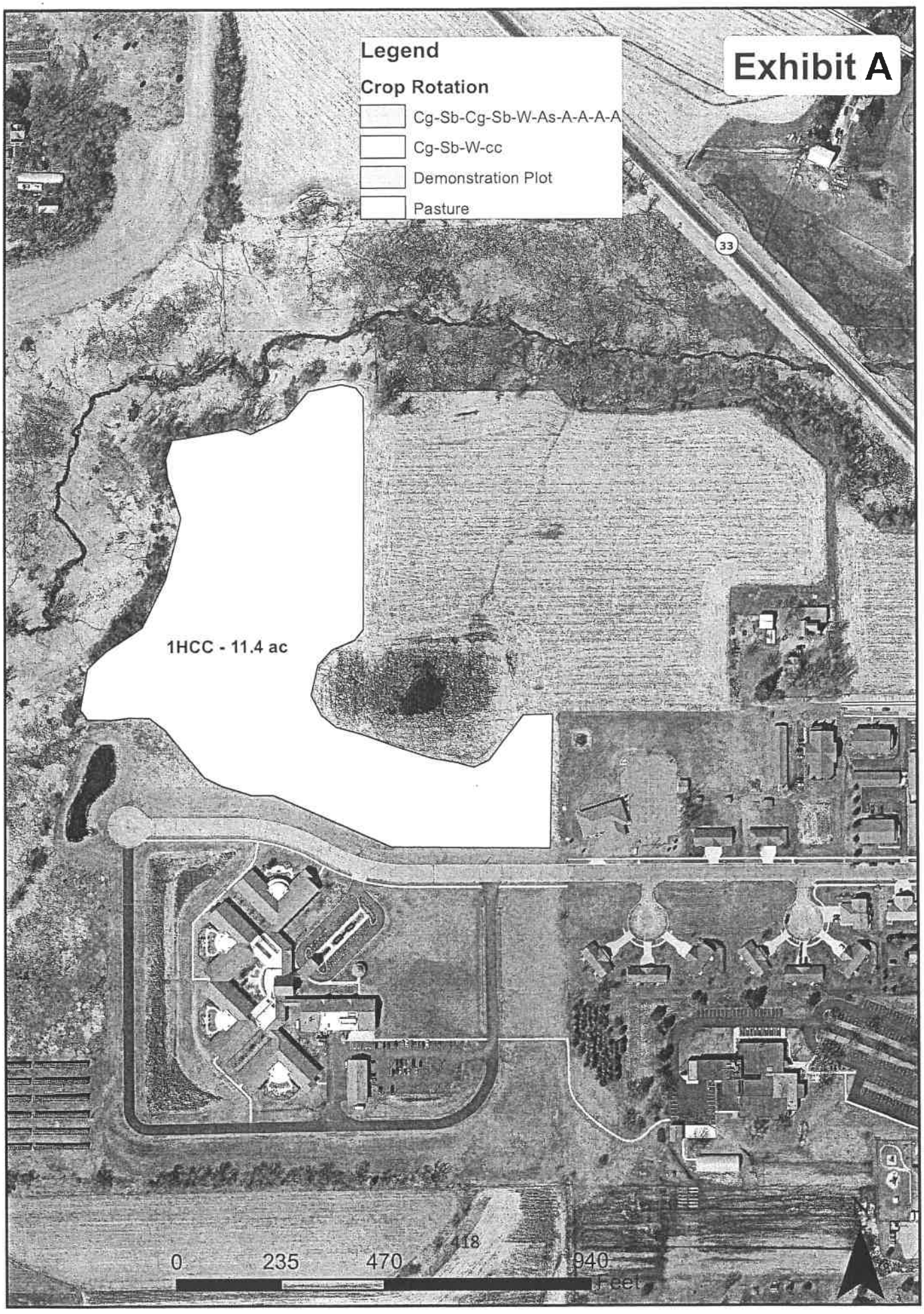


Exhibit A
Legend
Crop Rotation
Cg-Sb-Cg-Sb-W-As-A-A-A-A
Cg-Sb-W-cc
Demonstration Plot
Pasture
33
1HCC - 11.4 ac
0
235
470
418
940
Feet

NM1: Narrative and Crops Report

Starting Year	**2021**
Reported For	**Sauk County Farm** **Subfarm: HCC**
Printed	**2022-05-27**
Plan Completion/Update Date:	**2022-05-18**
SnapPlus Version 20.4 built on 2021-06-03	
C:\SnapPlus2\MySnapPlusData\Sauk County Farm NMP.snapDb	

Prepared for:
Sauk County Farm
505 Broadway
Baraboo, 53913

SubFarm has 1 fields totalling 11.4 cropped acres.
Farm Narrative: None

Annual Farm Notes:

No Annual Farm Notes

415

Spreader Calibration Methods: Custom applications, Equipment calibration

Narrative and Crops:

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
1HCC	11.4	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre

Summary by Crop:
NOTE: Yields calculated using the midpoint of the SnapPlus yield goal range for each crop.

Crops Grouped By Category		2021	2022	2023	2024	2025	2026	2027	2028
Corn grain	Acres bu		11 1,766			11 1,766			11 1,766
Soybeans 7-10 inch row	Acres bu	11 556		11 556			11 556		

Crops Grouped By Category		2021	2022	2023	2024	2025	2026	2027	2028
Winter wheat (grain) with interseeded red clover cover crop	Acres bu				11 776			11 776	

420

Exhibit C

STANDARD CLAUSES

Sauk County Health Care Center Cropland Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits: $1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits: $1,000,000.

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

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of $1,000,000 single limit and $3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warrantees, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, pandemics, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

LESSOR: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Lisa Wilson
Director
Land Resources and Environment Dept.
505 Broadway
Baraboo, WI 53913

LESSEE: Jason Bergman
S5775 Center Valley Rd
Loganville, WI 53943

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the

opportunity to obtain legal counsel, and shall not be construed against either party.

11. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

12. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. **Open Records Law Compliance.** LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

15. **Relationship of Parties.,** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

16. **Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

17. **Competence, Solvency.** LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

18. **Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

19. **Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

20. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

21. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

20. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

21. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

22. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the

premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT D: REQUEST FOR BID
SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the lease agreement. By submitting a bid, the Bidder is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFB. Special provisions for a lease agreement may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or termination of the contract or

agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:	
General Aggregate	$1,000,000.00
Products-Comp/Op Agg	$1,000,000.00
Personal & Adv. Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Automobile: (Combined single limit)	$1,000,000.00
Professional Liability:	$1,000,000.00
Excess Liability: (Umbrella)	$1,000,000.00.
	(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFB. However, in the event Sauk County's legislative body, the

Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents , officials or employees may expend or be held liable due to the Provider/contractor 's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Propriety information on the "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at is sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trader secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Bidder to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Bidder to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Bidder would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records.

Bidder understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidder. Bidder agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Bidder shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action,

including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Bidder asserts, and County understands that, without this pledge of confidentiality, Bidder would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department West
Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

RESOLUTION # 113-2022

Resolution to Adopt Amendments to the Fee Schedule for Chapter 10 County Parks

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Pursuant to Chapter 10 of the Sauk County Code of Ordinances, the Sauk County Board of Supervisors has the authority to establish reasonable fees for the use of Sauk County Parks, and it shall be unlawful for any person to use any facility, land or area for which a fee or charge has been established by the Sauk County Board without payment of such fee or charge. Failure to obtain and visibly display proof of payment of fee or charge in or on the accompanying vehicle will result in liability of the owner as laid out in Wis. Stat. 27.014.

The Sauk County Land Resources and Environment Department has determined that the failure to comply with Chapter 10 of the Sauk County Code of Ordinances should be amended to cover staff time as well as any other costs incurred by the Department for implementation of the ordinances noted.

To cover the costs of smaller items, such as shower fees and vending machine items, a not-to-exceed fee of $5 is proposed. The not-to-exceed fee allows Sauk County Land Resources and Environment staff to adjust prices on showers, toiletries and food, drink and camping items due to expense prices fluctuating.

An additional, lower credit card fee is proposed to lower the cost for credit card transaction on smaller sales of firewood, ice, entrance passes and equipment rentals.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the fee schedule for the Land Resources and Environment Department pursuant to the Sauk County Code of Ordinances for Chapter 10, attached hereto as Appendix A, be approved with the amendments as shown.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = 8 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: 12.13.2022.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: Increased fees will result in increased revenue to cover the costs for staff time as well as any other costs incurred by the Department for implementation of the ordinances noted.

MIS Note: No information systems impact.

Land Resources & Environment Department
2023 Fee Schedule for Parks and Recreation

PARK AND RECREATION 10.04 set and amended upon authorization of the County Board		
Amount	**Fee**	**Comment**
Camping		
$25	Electric campsite	Per night
$20	Nonelectric campsite	Per night
$10	Unattended electric campsite	Per night
$5	Unattended nonelectric campsite	Per night
$5.50	Rebooking fee	Per reservation
$5	Reservation fee	Per reservation
Entrance		
$25	(1) Annual pass	Per vehicle, per day
$40	(2) Annual pass	Per vehicle, per day
$0	Veteran Annual pass	Honorably discharged, must reside in Sauk County
$5	Daily pass	Per vehicle, per day
~~$10~~ $20	Failure to prepay	Per occurrence
$25	Citation	Per occurrence, nonpayment of failure to prepay
Equipment Rental		
$15	Canoe	Per hour
$15	Kayak (double)	Per hour
$10	Kayak (single)	Per hour
$15	Paddleboard	Per hour
$20	Pedal boat	Per hour
Miscellaneous		
$3	Credit card use	Per transaction, for camping reservations
$1.50	Credit card use	Per transaction, for all other transactions
$5	Firewood	Per bundle
$3	Ice	Per bag, 7 lbs.
Not to exceed $5	Vending machine items, shower fees	Fee will not exceed $5 and will vary depending on the item. The not-to-exceed fee will adjust depending on the expense cost. Vending machine items includes toiletries and food, drink and camping items.
Prairie Smoke Terrace		
$200	Daily rental	4 hours
$50	Additional hour(s)	Per hour
$800	3-Day package	8 AM – 12 PM, 8 AM – 11 PM, 8 AM – 12 PM
$300	Security deposit	Daily rental
$500	Security deposit	3-Day package
$100	Tent setup	3-Day package rental required

RESOLUTION # 114-2022

Resolution to Authorizing Sauk County to Enter into a contract with MSA Professional Services, Inc. for Great Sauk State Trail/Walking Iron Trail Bridge Funding Services, Construction Documents, Regulatory Permits, and Bid/Construction/Grant Administration

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County released an RFP for funding services, construction documents, regulatory permits and bid/construction/grant administration for the Great Sauk State Trail/Walking Iron Trail Bridge over the Wisconsin River. The proposal deadline closed on October 7, 2022; and one proposal was received from MSA Professional Services Inc./Westbrook Engineering (Exhibit A). The proposer was interviewed by a select panel on October 27th, 2022, and it was determined that the proposal met the requirements of the RFP. MSA submitted a Scope of Services and Project Detail (Exhibit B) for the project following notice of our intent to award. The fee summary with construction/observation being provided a placeholder/estimate is $1,344,525. Additional costs within the contract for services requested by Dane County only are estimated at $421,500. An amended contract with Dane County to cover reimbursement to Sauk County for the additional services will be necessary.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract with MSA Professional Services Inc. be awarded in the amount of $1,344,525 with additional Dane County service costs of $421,500 and the Sauk County Administrator is authorized to enter into an Agreement with MSA Professional Services, Inc. for the Great Sauk State Trail/Walking Iron Trail Bridge over the Wisconsin River and with Dane County for reimbursement of additional costs.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = 8 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: 12.13.2022.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: The 2023 LRE Budget includes $2,000,000 of ARPA Funds for further development of the Great Sauk State Trail Wisconsin River Bridge and planning/construction of the Great Sauk State Trail Corridor. Resolution 91-2022 authorized an addendum to an Intergovernmental Agreement with Dane County, in which Dane/Sauk Counties will be contributing $700,000 each towards the contract with MSA. An amended agreement with Dane County will be necessary to cover the additional costs for Dane County services only.

MIS Note: No information systems impact.

RESOLUTION # 115 - 2022

Resolution to Authorizing Sauk County to Enter into a contract with HKGi for the Great Sauk State Trail Master Plan

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County released an RFP for the development of a master plan for the Great Sauk State Trail connecting the existing built trail in the Sauk Prairie State Recreation Area south of Baraboo to the 400 State Trail in Reedsburg. Depending on the selected location of the trail, the length of the trail in the master plan would be 20-30 miles in length and will include recommended spur trails to community features, facilities, and other recreational opportunities. The proposal deadline closed on November 4, 2022; and five proposals were received (Exhibit A). A selected panel scored two of the proposals as a tie and followed up with reference checks on November 28, 2022. Following reference checks, the final proposal submitted by HKGi has been selected as meeting the requirements of the RFP and which has been determined to provide the services requested by Sauk County. The fee summary, as provided by the consultant, totals $134,240 with additional/optional services totaling $ 9,800 - $24,800 (Exhibit B).

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract with HKGi be awarded in the amount of $134,240 with the approval of additional/optional services not to exceed $24,800 to be utilized on an as-needed basis and that the Sauk County Administrator is authorized to enter into an Agreement with HKGi for the Great Sauk State Trail Master Plan.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December, 2022.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = 8 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: 12.13.2022 .

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY RUTTKAMER

ROBERT SPENCER

Fiscal Note: The 2023 LRE Budget includes $739,635 of Carryforward Funds for further planning and development of the Great Sauk State Trail Corridor.

MIS Note: No information systems impact.

EXHIBIT A

Great Sauk State Trail Master Plan RFB – Bid Tabulation

Reviewer: Group Average **Date:** 12/01/2022

Review Criteria	Points	KL Engineering	HKGi	Damon Farbor	Resolution Studio LLC	Jewell
		$208,286.00	$ 134,240.00	$ 143,595.76	$ 130,350.00	$ 494,907.51
Expressed understanding of the project and technical design of the proposal. The proposal adheres to the document organization and content requested in the RFP. The proposal utilizes elements of graphic design and demonstrates brand identity.	/25	22	24	24	18	16
The Project Approach is descriptive and specific in conveying the consultant's analysis process. It effectively articulates how the proposed process will produce a plan that is comprehensive, strategic, and pragmatic.	/25	22	24	24	18	12
The Public Engagement Plan and project team's experience in conducting successful stakeholder engagement and conflict resolution and work with municipalities.	/15	12	14	14	10	8
The Work Plan illustrates how the Project Approach and Engagement Plan will be implemented, identifying specific goals/milestones, strategies, and a practical timeline.	/15	13	14	14	10	6
Project budget is reasonable and reflective of the project needs.	/15	11	15	14	15	0
Input from provided professional references. Sauk County will conduct reference checks of the top three consultants and only if the scoring in this category has the potential to influence the final outcome.	/5	N/A	5	5	N/A	N/A
TOTAL:	/100	80	96	95	70	42

EXHIBIT B

7. PROJECT BUDGET

Fee Calculation

If selected to conduct this project, HKGi will work with Sauk County to confirm or revise the work scope presented earlier in this proposal to best fit the needs and objectives of the project. Hourly rates are on the following page.

	HKGI					BURSE					
TASK DESCRIPTION	GRINDE	RADER	BERNARD	STRAIT	HACKETT	HEDLUND	SOLOMONSON	FORTLAGE	HEFTER	HOURS TOTAL	FEE
Task 1 - Organize the Effort	6	25	2	11	1	0	1	1	1	**48**	**$6,000**
Task 2 - Site Analysis	4	48	22	48	10	8	6	4	7	**157**	**$18,500**
Task 3 - Community Engagement Phase 1	2	62	7	40	49	0	0	0	1	**161**	**$17,000**
Task 4 - Concept Development	4	67	19	55	0	6	6	8	17	**182**	**$21,700**
Task 5 - Community Engagement Phase 2	2	60	6	56	62	0	0	0	0	**186**	**$18,900**
Task 6 - Draft Plan Document	6	62	12	34	40	4	4	12	24	**198**	**$22,500**
Task 7 - Community Engagement Phase 3	0	80	0	22	24	0	0	0	0	126	$13,900
Hours Total	24	404	68	266	186	18	17	25	50	1,058	

Fee Subtotal	$118,500
10% Contingency	$11,840
Reimbursable Expenses	$4,000
Not-to-Exceed Total	$134,240

Additional / Optional Services

- Pop-up event: $1,500
- Online Survey: $1,200
- Stakeholder Meeting (virtual): $500
- Stakeholder Meeting (in-person): $800
- Open House (in-person): $3,000
- Virtual Open House: $800
- SAC or SC-LRE Meeting: $1,200
- Community Presentation: $800
- Optional 3D Visualization: $10,000 - $15,000 (depends on final route length)

436

RESOLUTION # 116-2022

Resolution in Support of Increased County Child Support Funding

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND:

Sauk County providing a holistic set of services to Sauk County children and their parents, including paternity establishment, assistance with finding employment, obtaining child support and establishing health insurance orders for children, and enforcing and modifying those orders; and

Child support is one of the most effective anti-poverty programs in the state, with county child support agencies serving approximately 347,000 children and collecting roughly $906 million in financial support for Wisconsin families in 2021; and

Child support is proven to reduce childhood poverty rates, lead to better educational and behavioral outcomes for children, and have a positive effect on food security, health and housing stability; and

County child support agencies work closely with both parents to ensure that they have the help they need to be successful, including assistance with finding employment, referrals to other social service programs and right-sizing orders for individuals impacted by substances use disorders or other challenges; and

State funding for county child support services has failed to keep up with county agency costs, which have steadily increased due to a high number of caseloads per worker, increased complexity of cases, inflation and new regulations; and

An abrupt federal interpretation change in June 2019 eliminated $4.2 million in federal birth cost recovery matching funds for Wisconsin; and

Wisconsin's strong performance in child support is at risk without additional funding. The state has already dropped from 2nd in the nation for the collection of current support in 2016 to 6th in the nation in 2021.

Without additional state funds, county child support agencies may need to eliminate positions, further increase caseloads, or reduce services, further impacting federal performance measures, which would result in the loss of additional federal funds; and

The individuals most impacted by insufficient funding for child support are the children and families served by county child support agencies, who will need to seek out public assistance programming absent the financial security provided by the child support program; and

State investments in child support are amplified by a generous federal match. Every $1 of state GPR invested in the Child Support Program generates roughly $2 in federal matching funds; and

Wisconsin's Child Support Enforcement Program is incredibly cost-effective, collecting an average of $6.43 in support for every dollar invested in the program.

NOW, THEREFORE, BE IT RESOLVED that the Sauk County Board of Supervisors respectfully requests that state funding for county child support agencies be increased by $5 million GPR in each fiscal year of the 2023-25 Wisconsin state budget, which will generate approximately $9.7 million in additional federal funding each year. This investment will ensure that Wisconsin counties can continue to effectively provide economic support to our children.

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

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 13th day of December, 2022

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 12.15.2022.

Offered and passage moved by:

Supervisor John M. Deitrich, Chair

Supervisor Kevin Schell

Supervisor Delmar Scanlon

Supervisor David Clemens

Supervisor Shelia Carver

Fiscal Note: No impact.

MIS Note: No information systems impact.

RESOLUTION # 117-2022

Resolution to Approve the Liability, Property, and Workers Compensation Coverage, Insurance, Carrier, and Premiums for Sauk County

Resolution offered by the Personnel and Insurance Committee

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

BACKGROUND: The Personnel and Insurance Committee determined Wisconsin County Mutual Insurance Company (WCMIC) provides the most complete coverage for all lines of insurance for 2023, including liability, property, and workers compensation. Therefore, the Personnel and Insurance Committee recommends Wisconsin County Mutual Insurance Corporation (WCMIC) as the most cost-effective proposal for liability, property, and self-insured workers compensation coverage for 2023 as outlined below. *

*WCMIC provides a significant discount of $40,137 for consolidating the liability, property, and workers compensation coverages for 2023.

THEREFORE, BE IT RESOLVED, the Personnel and Insurance Committee has reviewed the 2023 premiums for general liability, nursing home liability/professional liability and excess liability (umbrella) coverage for Sauk County from the Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interest of Sauk County:

COVERAGE / DEDUCTIBLE / LIMITS	PREMIUM
Public Entity General and Auto Liability	
General and Automobile Liability	$ 368,559
$10,000 deductible	
$75,000 aggregate	
Uninsured Motorists	$ included
$10,000 occurrence	
$25,000 person	
$50,000 occurrence	
Cyber Enhancement	$ included
Special Exposures (Airport and Nursing Home)	$ included
Position Schedule Bond	$ 2,510
Crime	$ 7,920
Health Care Center (Nursing Home) Liability Endorsement	
Personal Injury Coverage	
Health Care Center Liability Endorsement	$ 24,276
$1,000,000/ Occurrence	
Professional Liability	
$3,000,000/ Aggregate	

TOTAL WCMIC LIABILITY PREMIUM *(Subject to Escrow Adjustment)* $403,265

BE IT FURTHER RESOLVED, the Personnel and Insurance Committee has reviewed the renewal for the 2023 premiums for property insurance for Sauk County and recommends the following coverage for Sauk County from Wisconsin County Mutual Insurance

Corporation (WCMIC) and recommends the following as being in the best interest of the County:

COVERAGE	DEDUCTIBLE	PREMIUM
Buildings, Contents, Property in Open	$25,000	$ 90,950
Contractors Equipment	$5,000	$ included
Equipment Breakdown	$25,000	$ 4,884
Special Use Animal	$1,000	$ included
Automobile Physical Damage Comp/Collision	$1,000/$5,000	$ 65,511
TOTAL PREMIUM TO WCMIC FOR PROPERTY		$161,345

BE IT FURTHER RESOLVED, the Personnel and Insurance Committee has reviewed the renewal for the 2023 premium for Workers Compensation coverage for Sauk County and recommends that the following self-insurance proposal by Wisconsin County Mutual Insurance Corporation (WCMIC) as being in the best interest of Sauk County

COVERAGE	LIMITS	PREMIUM
Accident	$ 100,000	$ included
Disease Exposure	$ 100,000	$ included
Maximum Employer Liability	$ 600,000	
TOTAL PREMIUM TO WCMIC FOR SELF-INSURANCE		$149,917

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the above insurance coverage, carrier, and premiums be, and hereby are, adopted for the policy period of January 1, 2023, through December 31, 2023.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 20th day of December, 2022

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = _____ 2/3 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 moved by:

_____
Supervisor Carl Gruber

_____
Supervisor Terry Spencer

Supervisor Peter Kinsman

Supervisor Robert Prosser

Supervisor Jake Roxen

Fiscal Note: The above premium costs are included in the 2023 budget. Auto Liability is budgeted as a separate line item in various departments, in accordance with vehicle inventory values. General Liability is charged back to certain departments that can receive additional outside funding with an allocation basis of relative expenditures. Workers Compensation is allocated to departments according to wages budgeted and risk categories. Property and Equipment Insurance is allocated to the departments based on property and equipment assigned to each department. Health Care Center Professional Liability and Personal Injury Extension Endorsement are allocated to the Sauk County Health Care Center.

MIS Note: No information systems impact.

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
JANUARY 17, 2023
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (25) T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Peper, Detter, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL: (1) Gruber. ABSENT & EXCUSED: (4) Teelin, Burchill, Lohr and Chrisler. ABSENT: (1) Roxen.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Carver.

4. **Adopt Agenda.** MOTION (Schell/Gruber). Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Klitzke/Rego) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   a. **HIGHWAY COMMITTEE:**
      i. **Resolution 1-2023 To Honor Gary Kelley For Over 30 Years Of Faithful Service To The People OF Sauk County.**
      ii. Resolution 2-2023 To Honor Tom Sliter For Over 36 Years Of Faithful Service To The People Of Sauk County.

   MOTION (Rego/Peper) to approve all General Consent Agenda items. Motion carried **unanimously.**

   *Supervisor Roxen arrived at 6:05 P.M.

7. **Scheduled Appearances.**
   a. Kurt Goeckermann, re: Sauk County Dementia Friendly. *(Hand out on file)*

8. **Public Comment.** None.

9. **Communications.**
   a. 01/03/2023 Letter from Western Technical College, re: Board vacancies.
   b. 01/09/2023 Letter from Madison Area Technical College, re: Board vacancies.
   c. 01/13/2023 Letter from Madison Area Technical College, re: Board appointments.

10. **Appointments.**
    a. Veteran's Service Commission:
    Art Shrader, Re-Appointment, Citizen Member
    Matthew Ison, Re-appointment, Citizen Member
    Tammy A. Lenerz, Re-appointment, Citizen Member
    3 – year terms: 01/17/2023- 01/20/2026

    b. Sauk County 2023 Emergency Fire Wardens

    c. Human Services Board:
    Cliff Thompson. Re-Appointment, Citizen Member
    3 – year terms: 01/17/2023- 01/20/2026

MOTION (Klitzke/Rego) to approve the appointments. Motion carried **unanimously.** *(Voice vote)*

11. **Bills**. None.

12. **Claims.**
    a. Notice of Claim: Alyssa Schukar.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required**.
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
        i. Petition 03-2023, Applicant: Cheri M. Hitchcock ; Project Location: Town of Dellona; Current Zoning: Mobile Home Park; Proposed Zoning: Multiple Family Residential.
    b. Brent Miller
        i. Administrator's report.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.

16. **Unfinished Business.** None.

17. **New Business.**
    EXECUTIVE & LEGISLATIVE COMMITTEE:
    Petition for County Board Rule Amendment offered by Supervisor McCumber.
    MOTION (Spencer/Krueger).
    MOTION (Krueger/Hazard) to suspend the Rules of the Board to consider the Petition for County Board Rule Amendment offered by Supervisor McCumber. Motion carried **unanimously.** *(Voice vote)*
    Petition for County Board Rule Amendment offered by Supervisor McCumber (Rules of the Board suspended). **Requires 2/3 vote.* MOTION (T. Spencer/Krueger). **VOTE:** AYES: (26) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Peper, Detter, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Gruber. NAYS: (0). ABSENT & EXCUSED: (4) Teelin, Burchill, Lohr and Chrisler. Motion carried **unanimously.**

FINANCE COMMITTEE:

Resolution 3-2023 Amending The 2023 Budget To Appropriate $90,259 Pursuant To Intergovernmental Agreement Between Sauk County, Wisconsin, and the Ho-Chunk Nation. **Requires 2/3 vote.* MOTION (Krueger/T. Spencer). Chair McCumber noted a scrivener's error on the resolution in the monies distribution chart: under Aging & Disability Resource Center- Breakfast Bag Program should read ~~15,000~~ *15,500*. **VOTE:** AYES: (26) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Peper, Detter, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Gruber. NAYS: (0). ABSENT & EXCUSED: (4) Teelin, Burchill, Lohr and Chrisler. Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Ordinance 1-2023 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Dellona From A Single Family Residential To A Multiple Family Residential Zoning District Filed Upon Ho-Chunk Housing And Community Development Agency, Property Owner. MOTION (Kinsman/R. Spencer). **VOTE:** AYES: (26) Roxen, T. Spencer, Eberl, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Peper, Detter, Stehling, McAuliffe, Deitrich and McCumber. VIRTUAL AYES: (1) Gruber. NAYS: (0). ABSENT & EXCUSED: (4) Teelin, Burchill, Lohr and Chrisler. Motion carried **Unanimously.** *Ordinance effective upon passage pursuant to 59.69(5)(e)(6), of Wisconsin State Statutes (January 17, 2023).*

18. **Referrals.**

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

20. **Adjournment to a date certain:** 6:47 P.M. MOTION (Stehling/Peper) to adjourn until Tuesday, February 21, 2023, at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Commings
Deputy County Clerk

Minutes Approved: February 21, 2023.

State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the January 17, 2023. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION #__1__-2023

Resolution to Honor Gary Kelley for over 30 years of Faithful Service to the People of Sauk County

Resolution offered by the Highway Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Gary faithfully served the people of Sauk County for the Highway Department. Gary started on November 23, 1992 as a LTE. Gary was hired on fulltime as a Patrolman's Helper and then went on to be a Skilled Equipment Operator and then a Patrol Superintendent. Gary maintained professional and ethical integrity while serving the County. Gary was an essential team member to the Highway Department and all of Sauk County.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Gary Kelley for over 30 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Gary Kelley an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Highway Committee, this 17th day of January 2023.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 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 moved by: Highway Committee

_____
Brian Peper

_____
Terry Spencer

_____
Smooth Detter

_____
Mike Flint

_____
Kevin Schell

Fiscal Note: No Impact. JMH
MIS Note: No Impact.

RESOLUTION # 2 -2023

Resolution to Honor Tom Sliter for over 36 years of Faithful Service to the People of Sauk County

Resolution offered by the Highway Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Tom faithfully served the people of Sauk County for the Highway Department. Tom started on March 3, 1986 as a Welder. Tom then went on to become a Patrolman and then a Janitor. Tom maintained professional and ethical integrity while serving the County. Tom was an essential team member to the Highway Department and all of Sauk County.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Tom Sliter for over 36 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Tom Sliter an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Highway Committee, this 17th day of January 2023.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = _____ 2/3 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 moved by: Highway Committee

_____
Brian Peper

_____
Terry Spencer

_____
Smooth Detter

_____
Mike Flint

_____
Kevin Schell

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

Application Accepted:	12-9-22
Accepted By:	TH
Petition Number:	03 -23
Hearing Date:	1-24-23
Supervisor District #:	3

SAUK COUNTY
WISCONSIN

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

CK#'s 268073 ; 306322
Rec# 009798
$500.00

RECEIVED
SAUK COUNTY
NOV 28 2022
LAND RESOURCES & ENVIRONMENT DEPT

Conditional Use Permit Application

General Information

Property Owner Name: Cheri M. Hitchcock
Home Phone: 608-963-9852
Mailing Address: E8878 County Rd. H
Cell Phone: Same
E-mail Address:

Agent/Applicant Name: Self
Home Phone:
Mailing Address:
Cell Phone:
E-mail Address:

Site Information

Site Address: E8878 County Rd H
Parcel ID: 006-0274-00000
Property Description: NE ¼ NE ¼ Section 15 , T 13 N, R 5 W,
Town of: Dellona
Zoning: AG
Overlay District: ☒ Shoreland ☐ Floodplain ☐ Airport Wetland
Current Use: Mobile Home Park

Existing Structures/Improvements: 5 mobile homes, 1 well house, 2 garages

Proposed Use

Applicable Ordinance Section	Description
7.037(3) 7.058	Mobile home park - bring into Compliance Secondary Standards

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

This is just to bring everything up to compliance and be properly zoned in order to take out and replace Mobile homes in the future.

If your proposal has additional development or secondary standards, please explain how your proposal meets or exceeds those requirements. Please attached additional sheets, if necessary.

We have read and are aware of Secondary Standards of Mobile Home parks And to the best of our knowledge are in compliance with all secondary standards.
1. Mobile Home Space compliance for space of lot & tie downs met
2. All driveways provide access to each Mobile home & offroad parking.
3. Common open areas meets & exceeds Standard.
4. Construction Standards of all mobile homes meet Federal & State compliance
Still understand the Standard.

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.
☐ Completed Conditional Use Permit Application Form.
☐ A completed Land Use Permit Application Form with appropriate fee, payable to Sauk County LRE
☐ $500 application fee (non-refundable), payable to Sauk County LRE
☐ A written narrative of the proposed conditional use; to include: a description of the proposed business activity; equipment used in the business activity; days/hours of operation; number of employees; noise, dust, vibration, fumes abatement measures; visual screening measures; and other features or characteristics (signs, fences, outdoor display/storage areas, etc.).
☐ A scaled site plan which shall include the location of all existing and proposed buildings, driveways, entrances, sidewalks, trails, and signs; the location, size number and screening of all parking spaces.
☐ Landscaping Plan, if applicable.
☐ Stormwater and Erosion Control Plan, if applicable.
☐ A detailed proposal including covenants, agreements, or other documents showing the ownership and method of assuring perpetual maintenance of land to be owned or used for common purposes.
☐ Building elevation and floor plans, if applicable.
☐ Any other information as required by the zoning administrator to explain the request.

Conditional Use Standards

Part A: Conditional Use Standards

Please explain how the establishment, maintenance, or operation of the proposed use may not be detrimental to or endanger the public health, safety, or general welfare of the occupants of surrounding lands.

Our Park has been in existance Since 2000 and is safe, in compliance with all set backs. Has ample parking, large individual yards. All Mobile homes are shingled and sloped. Drive way is safe, gravle.
E8878 is not in compliance with current set backs. But when purchased in 2000 this was the only existing Mobile home on the property.

Please explain how the use will be designed constructed, operated, and maintained so as to be compatible and be appropriate in appearance with the existing or intended character of the general vicinity, and that such use may not change the essential character of the area by substantially impairing or diminishing the use, value or enjoyment of existing or future permitted uses in the area.

We may in the future wish to take out our existing unit & and replace it with a larger sectional unit.
We do not foresee any other changes in the future as our tenants are very long term and happy.

Part B: Conditional Use Criteria

Please explain how the proposed conditional use is able to address the following:

(a) **Erosion potential of the site based on topography, drainage, slope, soil type, and vegetative cover and mitigation of erosion potential.**
(b) **The prevention and control of water pollution, including sedimentation, and the potential impacts on floodplain and wetlands.**
(c) **Whether the site has adequate utilities including, acceptable disposal systems.**
(d) **Whether the site has access to roads and highways.**
(e) **Whether the site has suitable ingress and egress.**
(f) **Whether the site is designed to minimize traffic congestion, and the potential effect on traffic flow.**

None of these factors are an issue
We may in the future black top the drive way.
A) No proposed site development at this time.
B) Erosion potential low at this time.
C) Site has well house, electrical and septic to service all mobile homes
D) Sites have existing access to county RD. H
E) Sites have suitable egress to county RD. H.
F) Large U shaped Drive way with plenty of Parking.

Certification

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

Applicant/Agent: [signature] Date: 11/28/22

Property Owner Signature: [signature] Date: 11/28/22

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

Conditional Use Procedures and Requirements

What is a conditional use?

A conditional use is a land use that may be permitted in a respective zoning district only after approval is granted by the Land Resources & Environment Committee (LRE) in accordance with the standards and criteria set by the zoning ordinance. A conditional use is not suited to all locations in a zoning district, but may be allowed in some locations if it is not contradictory to the ordinance's standards/criteria and the general purpose statement for the particular zoning district. The Agency may approve such a request with conditions, which generally relate to the site's suitability and compatibility with neighboring land uses. Conditional uses must be custom tailored to a specific location and must be listed as such in the use table key of the zoning ordinance.

Standards and Criteria

In reviewing a Conditional Use request, the LRE Committee must follow two standards:

a) The establishment, maintenance, or operation of the proposed use may not be detrimental to or endanger the public health, safety, or general welfare of the occupants of surrounding lands.
b) The use will be designed constructed, operated, and maintained so as to be compatible and be appropriate in appearance with the existing or intended character of the general vicinity, and that such use may not change the essential character of the area by substantially impairing or diminishing the use, value or enjoyment of existing or future permitted uses in the area.

The LRE Committee must also consider the request based on the following:

(a) Erosion potential of the site based on topography, drainage, slope, soil type, and vegetative cover and mitigation of erosion potential.
(b) The prevention and control of water pollution, including sedimentation, and the potential impacts on floodplain and wetlands.
(c) Whether the site has adequate utilities including, acceptable disposal systems.
(d) Whether the site has access to roads and highways.
(e) Whether the site has suitable ingress and egress.
(f) Whether the site is designed to minimize traffic congestion, and the potential effect on traffic flow.

If the LRE Committee finds that the standards and criteria have been met, the committee has the authority to grant the conditional use permit. The Committee also has the authority to attach conditions and restrictions on the establishment, location, maintenance, and operation of the conditional use as it deems necessary to ensure that the proposed conditional use adheres to the purpose and review criteria within the zoning ordinance.

Process

1. Contact the LRE Department to schedule a meeting to review your potential request.
2. Complete the Conditional Use Permit Application and provide all the supplemental items to the LRE Department by the filing deadline.
3. Review such application with the appropriate staff member to determine completeness.
4. If the application is complete, LRE staff will publish notice of your request for a conditional use in the County's official newspaper noting the location and time of the required public hearing before the LRE Committee. Neighbors, town officials, and affected state agencies will be notified as well.
5. If the Town choses to review the conditional use request at the Town Planning Commission and Town Board level, you will need to attend such meetings to provide information regarding the request. Please request that copies of minutes/proceedings outlining the Town's recommendation be provided to the LRE Department for the file.
6. A public hearing will be held before the LRE Committee. Either the property owner or designated agent will need to be present at the hearing to provide testimony regarding the request. The LRE Committee must make a decision based only on the evidence that is submitted to it at the time of the hearing. Failure to provide representation may result in denial or postponement of your request.
7. If the LRE Committee grants your conditional use you must obtain a land use permit from the LRE Department. A conditional use must be initiated by securing a land use permit within 365 days of the date of the approval. Failure to do so will result in the conditional use being void. The permit will be issued if all of the requirements of the Department and any conditions of the Committee have been addressed.
8. If the LRE Committee denies your conditional use, the decision will become final unless a written appeal is filed with the Zoning Administrator within 30-days of the decision. Appeals are heard before the Board of Adjustment, which will review whether the agency followed the standards and criteria in the zoning ordinance, rather than conducting a de novo review of the conditional use application.

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

Sec. 7.058. - Mobile home park and mobile homes—Secondary standards.

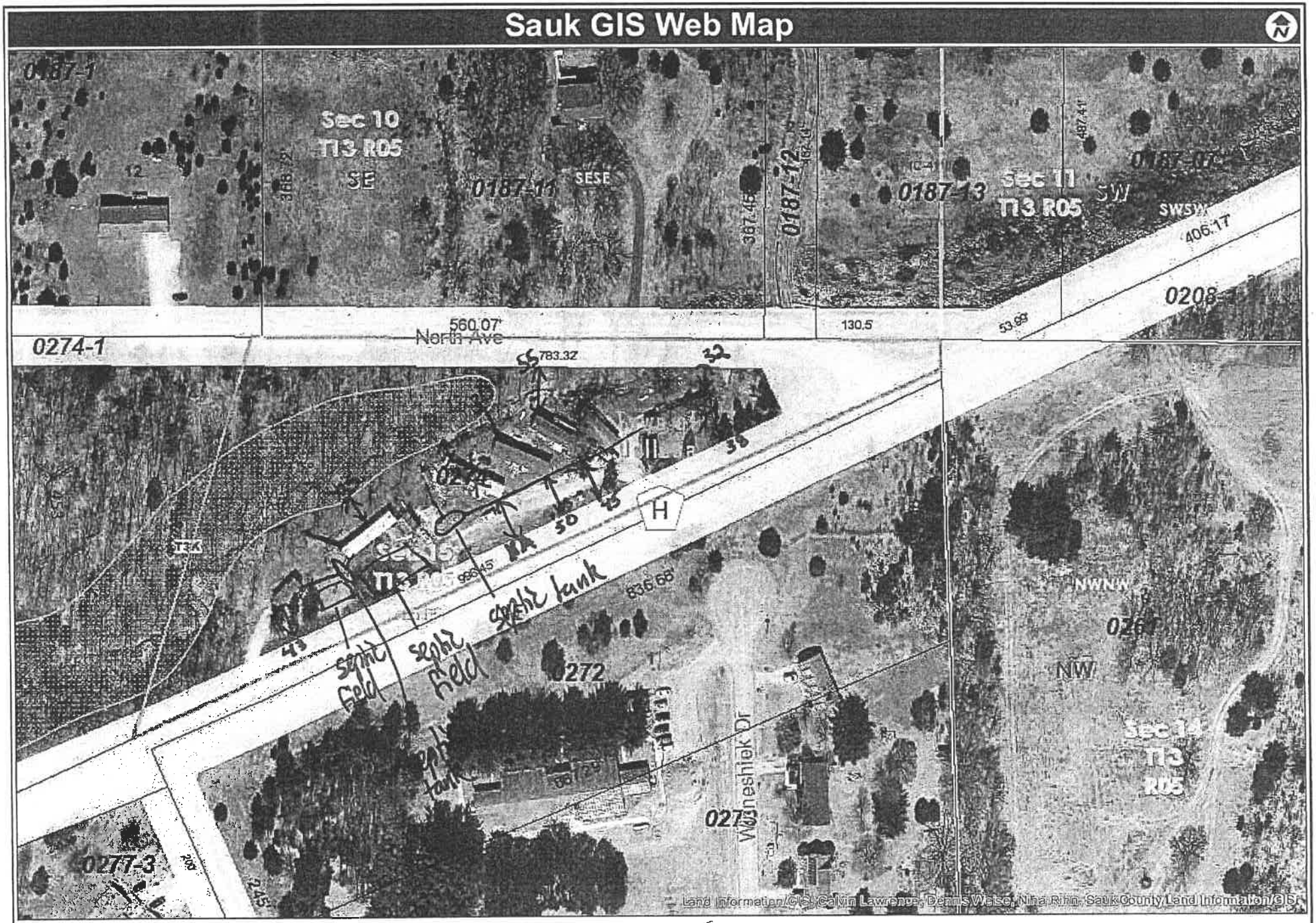
(1) *Mobile home space.* Mobile home spaces shall be provided at a rate of one space for each mobile home. Spaces shall consist of an all-weather surface. The space shall be provided with six tie-down anchors. Each mobile home space shall be not less than ten feet wide, nor of less length than the length of the mobile home to be placed therein plus five feet.

(2) *Driveways.* There shall be a system of driveways providing access to each mobile home, and to off-road parking areas within the mobile home park. This system of driveways shall connect to a road.

(3) *Common open space.* Each mobile home park shall set aside five percent of the total area for a contiguous, common open space. The common, open space area shall be in addition to yard open spaces. The area may be provided with children's playgrounds, picnic areas, game courts, and gardens, furnished and maintained by the mobile home park owner, or the plots shall be available to park inhabitants for personal garden plots.

(4) *Construction standards.* All mobile homes shall meet the construction standards of the Mobile Home Manufacturers Association and all federal, state, and local codes.

(5) Mobile homes shall only be permitted in mobile home parks except as provided under Section 7.059.


Sauk GIS Web Map
0187-1
Sec 10
T13 R05
SE
0187-11
SESE
0187-12
0187-13
Sec 11
T13 R05
SW
SWSW
406.17
0208
560.07
North Ave
130.5
53.69
0274-1
783.32
H
836.65
NWNW
0267
NW
Sec 14
T13
R05
272
027
Woodshiek Dr
0277-3
Land Information/GIS: Calvin Lawrence, Dennis Weisel, Nina Rinn, Sauk County Land Information/GIS
0
0.02
0.04 mi
SAUK COUNTY
WISCONSIN
Sauk County Land Information/GIS
12/5/2022
FOR INFORMATIONAL PURPOSES ONLY Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.

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

Application Accepted:	12-9-23
Accepted By:	TH
Petition Number:	03-23
Current Zoning:	AG
Proposed Zoning:	MFR
Committee Hearing Date:	1-24-23
County Board Date:	2-21-23
Supervisor District #:	3

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: Cheri Marie Hitchcock — Home Phone: (608) 963-9852
Mailing Address: E8878 County Rd. H — Cell Phone: (608) 963-9852
E-mail Address: Cheri50123@gmail.com

Agent/Applicant Name: Cheri Marie Hitchcock — Home Phone: (608) 963-9852
Mailing Address: E8878 County Rd. H — Cell Phone: (608) 963-9852
E-mail Address: ~~Cheri103~~ Cheri50123@gmail.com

Site Information

Site Address: E8878 County Rd H
Parcel ID: 006-0274-00000
Property Description: NE ¼ NE ¼ Section 15, T13 N, R5 E,
Town of: Dellona — Current Zoning:
Overlay District: ☒ Shoreland ☐ Floodplain ☐ Airport — Wetland
Current Use: Mobile home Park

Existing Structures/Improvements: 5 mobile Homes, 1 well house, 2 garages

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
7.0373)(B)	Mobile Home Park - bring into compliance

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

Our property here at E8878 County Rd H Wi. Dells Wi. Has always been used as a Mobile Home Park Since Purchased in 2000 We were not aware that it was improperly Zoned and only want to continue its use as such being Properly zoned.

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.
☐ Completed Zoning Map Amendment Application Form.
☐ $500 application fee (non-refundable), payable to Sauk County LRE.
☐ Town/County Scheduling Form completed by the applicant and Township.
☐ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown.
☐ Legal description of the area to be rezoned (CSM, Metes & Bounds description)
☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

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

We Really do not want to change the land use in any way. It has been a small Mobile Home park, since we have owned it any we only want to have it zoned properly to be in County & State Compliance. We were not aware that we were improperly zoned and seek to immediately correct the issue. We are currently zoned agricultural & it should be recreational Commercial.

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

~~Other than personal Gardens~~
There is not enough land for agricultural use and is a Multi Unit Dwelling

Certification

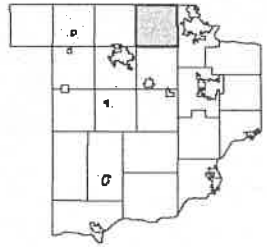
I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I give permission for the staff of the Sauk County Land Resources & Environment Department to enter my property for the purpose of collecting information to be used as part of the public hearing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

Applicant/Agent: Cheri M. Hitchcock Date: 11/28/22

Property Owner Signature: Cheri M Date: 11/21/22

Cheri Hitchcock Property CUP/Rezone-03-2023 E8878 County Rd H, Wis Dells, WI 53965

Town of Dellona
Sauk County, WI



ESTD 1844
SAUK COUNTY
WISCONSIN

Legend

- Other Tax Parcels
- 006-0274-00000
- Interstate
- Federal
- State
- County
- Town
- Ramp

FOR INFORMATIONAL PURPOSES ONLY
Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in this map is limited by the method and accuracy of its collection.

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W E
S

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT

Land Resources & Environment Department

505 Broadway, Baraboo, Wisconsin 53913
(608) 355-3245 www.co.sauk.wi.us

NOTICE

PLEASE TAKE NOTICE, that the Land Resources and Environment Committee of the Sauk County Board of Supervisors will hold a public hearing on January 24, 2023, at 9:15 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

I. A. Petition 03-2023. A petition to consider a rezone from an Agriculture zoning district to a Multiple Family Residential zoning district and conditional use permit pursuant to s. 7.037(3)(b) for a mobile home park. Said rezone and conditional use is located in the Town of Dellona, Sauk County.

Lands affected by the proposed rezone and conditional use are located in part of the NE ¼, NE ¼, Section 15, T13N, R5E, Town of Dellona, and as further described in Petition 03-2023. Tax parcel identification number 006-0271-00000.

B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

II. A. The purpose of the proposed rezone and conditional use are to permit a mobile home park.

B. Any person desiring more information or to request a map of the proposed conditional use may contact the Sauk County Land Resources and Environment Office, Tate Hillmann at the Sauk County West Square Building (Telephone (608) 355-4833 phone).

C. If you have a disability and need help, reasonable accommodations can be made for those so requesting provided that a 48 hour notice is given. Please call 608-355-3245 or TDD 608-355-3490.

Date: December 26, 2022

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

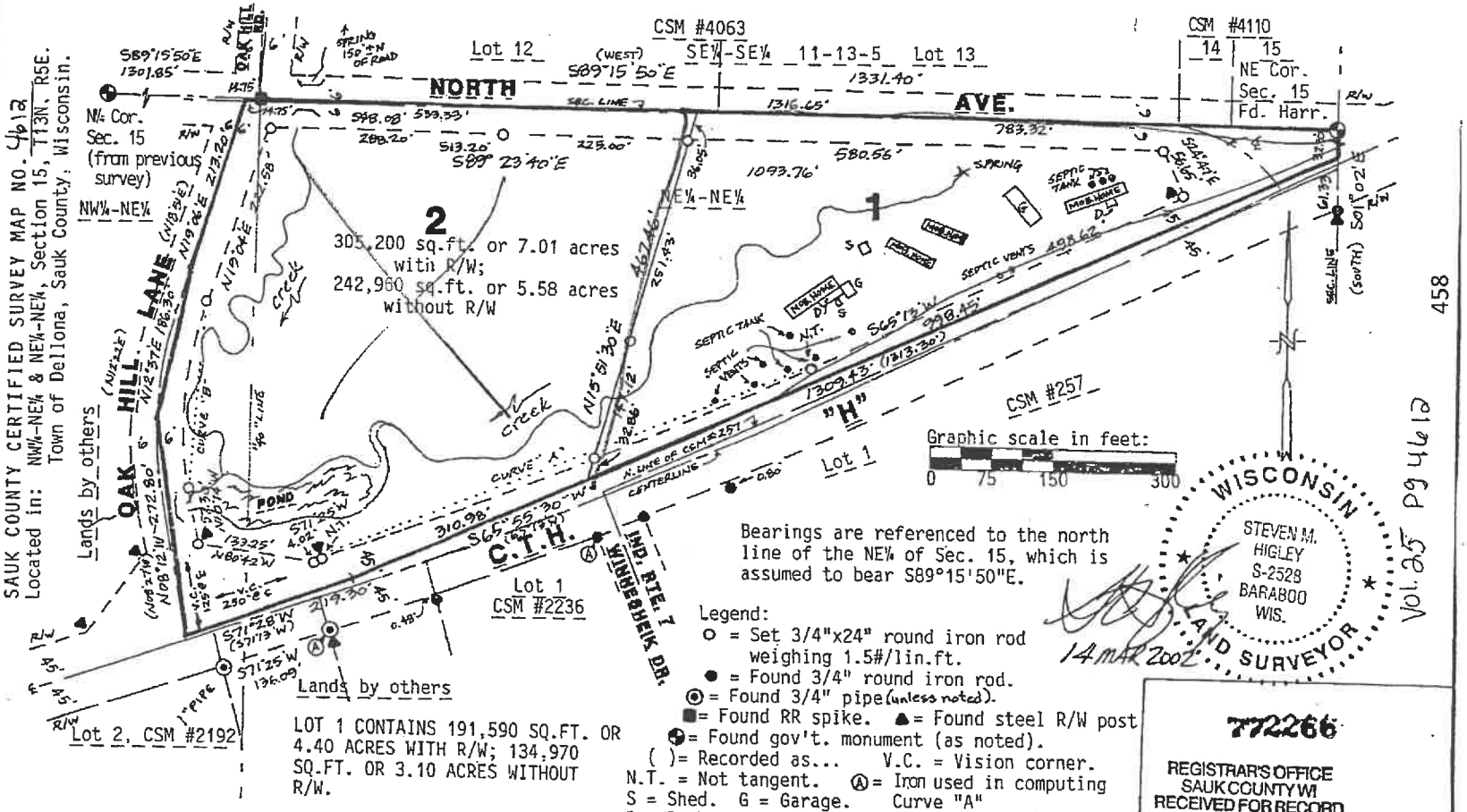
BY: Tate Hillmann, Land Use and Sanitary Technician
Sauk County Department of Land Resources and Environment
505 Broadway Street
Sauk County West Square Building
Baraboo, WI 53913

To be published January 5, 2023 and January 12, 2023

This notice can also be found at www.wisconsinpublicnotices.org or www.co.sauk.wi.us/legalnotices

Sheet 1 of 2 sheets

SAUK COUNTY CERTIFIED SURVEY MAP NO. 4612
Located in: NW¼-NE¼ & NE¼-NE¼, Section 15, T13N, R5E.
Town of Dellona, Sauk County, Wisconsin.



Bearings are referenced to the north line of the NE¼ of Sec. 15, which is assumed to bear S89°15'50"E.

Legend:
- ○ = Set 3/4"x24" round iron rod weighing 1.5#/lin.ft.
- ● = Found 3/4" round iron rod.
- ⊙ = Found 3/4" pipe (unless noted).
- ■ = Found RR spike. ▲ = Found steel R/W post
- ◒ = Found gov't. monument (as noted).
- ( ) = Recorded as... V.C. = Vision corner.
- N.T. = Not tangent. Ⓐ = Iron used in computing Curve "A"
- S = Shed. G = Garage.
- D = Deck.

LOT 1 CONTAINS 191,590 SQ.FT. OR 4.40 ACRES WITH R/W; 134,970 SQ.FT. OR 3.10 ACRES WITHOUT R/W.

772266

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
AT 3:00 O'CLOCK P M
ON Apr 02 2002
REGISTRAR

Vol. 25 Pg 458 4612

458

CURVE	DELTA	RADIUS	ARCLENGTH	CHORD
A	06°38'50"	5685.00'	659.55'	S67°44'30"W, 659.21'
Lot 1	02°52'40"	"	285.54'	S65°51'30"W, 285.48'
Lot 2	03°46'10"	"	374.01'	S69°10'50"W, 374.00'
B	29°18'	465.48'	237.99'	N04°25'E, 235.41'

Carlson Surveying, Inc.
1709 Ash St.
Baraboo, WI 53913
Tel-Fax: (608)356-8598

Client:
Vernagene Sawyer
E8852, C.T.H. "H"
Wisconsin Dells, WI 53965

SURVEYOR'S CERTIFICATE:
I, Steven M. Higley, registered land surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land located in the NW¼-NE¼ and NE¼-NE¼, Section 15, T13N, R5E, Town of Dellona, Sauk County, Wisconsin, bounded by the following described line:

Beginning at the NE corner of said Section 15; thence S01°02'E, 32.30 feet; thence S65°55'30"W, 1309.43 feet; thence S71°28'W, 219.30 feet; thence N08°12'W, 272.80 feet; thence N12°37'E, 186.30 feet; thence N19°06'E, 213.20 feet; thence S89°15'50"E, 1331.40 feet to the point of beginning.

Said parcel contains 11.41 acres and is subject to highway and other easements of record.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes and the subdivision regulations of Sauk County to the best of my knowledge, information and belief in surveying, dividing and mapping the same.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision made thereof.

That I have made such survey under the direction of Vernagene Sawyer.

STEVEN M. HIGLEY S-1578 BARABOO WIS. LAND SURVEYOR

14 MAR 2002
Date

Surveyor

SAUK COUNTY PLANNING AGENCY APPROVAL:
Resolved that this certified survey in the Town of Dellona be, and hereby is, approved in compliance with Chapter 236 Wisconsin Statutes and the Sauk County Planning Agency Subdivision Regulations.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Sauk County Planning Agency and made effective this 1ST day of APRIL, 2002.

4-1-2002
Date

Administrator

NOTE: Lot 2 is considered unbuildable until a soil certificate (SBD-8330) is filed with the Sauk County Planning and Zoning Office, as required by the Wisconsin Department of Commerce.

Vol. 25 pg 461A

RESOLUTION # 3 -2023

AMENDING THE 2023 BUDGET TO APPROPRIATE $90,259 PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN SAUK COUNTY, WISCONSIN AND THE HO-CHUNK NATION

Resolution offered by the Finance Committee

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

BACKGROUND: On April 20, 2010 by Resolution 43-10, Sauk County was authorized to enter into an intergovernmental agreement with the Ho-Chunk Nation that provides for an annual payment of $90,259 from the Ho-Chunk Nation to Sauk County. These funds may be used at the County's discretion for any purpose unless that purpose is considered a prohibited purpose that diminishes the Nation's governmental jurisdiction or has an adverse financial impact on the Nation. The County may not spend any money received under this agreement until the County provides a written report to the Nation each March 1; and the Nation must expressly state that the intended use does not constitute a prohibited purpose, or 30 days must have elapsed since the Nation has received said report and the Nation has not objected. In addition to the 2023 allocation of $90,259.his resolution adopts the 2022 property tax levy, which is a portion of the 2023 Sauk County budget.

WHEREAS, through adoption of the 2023 County budget allocated $25,500 of the $90,259 Ho-Chunk annual payment;

Administrator	Indigenous People's Day Celebration	$10,000
Aging & Disability Resource Center	Breakfast Bag Program	15,000
	2023 Budgeted Ho-Chunk funds	$25,500

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors that the 2023 budget is hereby amended to appropriate the remaining 2023 Ho-Chunk funds of $64,759 as follows:

Highway	Highway Maintenance	$32,379
Land Resources & Environment	Parks Implementation of Master Plan-Hemlock and White Mound Parks	32,380
		$64,759

For Consideration by the Sauk County Board of Supervisor on January 17, 2023.

Consent Agenda Item: [ ] YES [X] NO

Fiscal Impact: [ ] None [X] 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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 01.10.2023 .

Offered and passage moved by **Sauk County Finance Committee**:

MARTIN F. KRUEGER, Chairperson

RICHARD "MIKE" FLINT

THOMAS DORNER

TIMOTHY MCCUMBER

LYNN EBERL

Fiscal Note: To avoid supplanting the property tax and creating undue reliance on this potentially non-recurring and non-discretionary funding stream, these dollars were purposefully not included in the original 2023 budget.

MIS Note: No impact.

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 1-2023

Ordinance Amendment to approve a map amendment (rezoning) of lands in the Town of Dellona from a Single Family Residential to a Multiple Family Residential Zoning District filed upon Ho-Chunk Housing and Community Development Agency, property owner.

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND:

Background: Ho-Chunk Housing and Community Development Agency owns property in the NE ¼, Section 15, T13N, R05E, Town of Dellona, and has requested a map amendment (rezoning) of property legally described pursuant to petition 29-2022 from Single Family Residential to Multiple Family Residential zoning. The intent of the map amendment (rezoning) being to create lots that can support multiple family dwellings.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on December 27, 2022; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promotes redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to a Multiple Family zoning district maintains this objective.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk County, Wisconsin, is amended as follows:

Rezone of Lots 7, 15, 16, 20, 21, 25 of Winnebago Heights Subdivision from a Single Family Residential to a Multiple Family Residential zoning district.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 27th day of December, 2022.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 01.10.2023 .

Offered and passage moved by:

MARTY KRUEGER, CHAIR	PETER KINSMAN, VICE CHAIR
ROBERT SPENCER	DENNIS POLIVKA
BRANDON LOHR	VALERIE MCAULIFFE
LYNN EBERL	

Fiscal Note: No Impact

MIS Note:

MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
FEBRUARY 21, 2023
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (25) Roxen, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Burchill, Peper, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT & EXCUSED: (6) Eberl, Prosser, Teelin, Polivka, Lohr and Gruber.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Lombard.

4. **Adopt Agenda.** MOTION (Schell/Klitzke) to adopt agenda noting the following amendment: under item #10 Appointments, f. should read as follows:
   Mike Anderson: as an interim member of the ~~Personnel~~ *Property* Committee in Supervisor Teelin's absence for medical leave. Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (T. Spencer/Schell) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.**
   LAND RESOURCES AND ENVIRONMENT COMMITTEE:
   Resolution 4-2023 To Commend Gina Templin Steward For Over 25 Faithful Years of Service To The People Of Sauk County.
   MOTION (Schell/Klitzke) to approve all General Consent Agenda item. Motion carried **unanimously.**

7. **Scheduled Appearances.** None.

8. **Public Comment.** None.

9. **Communications.** None.

10. **Appointments.**
    a. Children's Community Options Program/Birth to 3 Advisory Committee:
       Amanda Buchanan, New Appointment, Citizen Member
       3– year terms: 02/21/2023- 02/17/2026

    b. Families Come First/Comprehensive Community Services Coordinating Committee:
       Deb Schroeder, New Appointment, Citizen Member
       2- year term: 02/21/2023- 02/18/2025

c. Land Information Council:
Tom Gavin, Re-appointment, Citizen Member
2- year term: 02/21/2023- 02/18/2025

d. Workforce Development Board of South Central Wisconsin:
Thomas Cox, Executive Director for the Sauk County Development Corp, New Appointment
3– year terms: 02/21/2023- 02/17/2026

e. Ethics Inquiry Board:
Kay Mackesey, New Appointment, Citizen Member
3- Year terms – 02/21/2023 - 02/17/2026

f. Property Committee:
Mike Anderson: as an interim member of the Property Committee in Supervisor Teelin's absence for medical leave.

MOTION (Rego/T. Spencer) to approve all appointments. Motion carried **unanimously.** *(Voice vote)*

11. **Bills**. None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
    b. Brent Miller
        i. Administrator's report.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update.

16. **Unfinished Business.** None.

17. **New Business.**
HUMAN SERVICES BOARD, PERSONNEL & INSURANCE COMMITTEE, AND FINANCE COMMITTEE:
Resolution 5-2023 To Authorize Creation Of One Full-Time Diversion Supervision Coordinator Position And To Amend The 2023 Budget. Motion carried **unanimously.** **Requires 2/3 vote.*
MOTION (Krueger/Fordham). **VOTE:** AYES: (25) Roxen, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Burchill, Peper, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (6) Eberl, Prosser, Teelin, Polivka, Lohr and Gruber. Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Ordinance 2-2023 Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Dellona From An Agriculture To A Multiple Family Residential Zoning District Filed Upon Cheri Hitchcock, Property Owner. MOTION (Kinsman/T. Spencer). **VOTE:** AYES: (25) Roxen, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Burchill, Peper, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (6) Eberl, Prosser, Teelin, Polivka, Lohr and Gruber. Motion carried **unanimously.** *Ordinance effective upon passage pursuant to 59.69(5)(e)(6), of Wisconsin State Statutes (February 21, 2023).*

Resolution 6-2023 To Adopt Amendments To The LRE Fee Schedule. MOTION (Kinsman/R. Spencer). **VOTE:** AYES: (25) Roxen, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Burchill, Peper, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (6) Eberl, Prosser, Teelin, Polivka, Lohr and Gruber. Motion carried **unanimously.**

Resolution 7-2023 To Authorize A Quit Claim Deed For Land Area Near The Delton Dam. MOTION (Krueger/Kinsman). **VOTE:** AYES: (24) Roxen, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Burchill, Peper, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (1) Detter. ABSENT & EXCUSED: (6) Eberl, Prosser, Teelin, Polivka, Lohr and Gruber. Motion carried.

18. **Referrals.**

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

20. **Adjournment to a date certain:** 6:23 P.M. MOTION (Klitzke/Rego) to adjourn until Tuesday, March 21, 2023, at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,

Michelle A. Cummings
Deputy County Clerk

Minutes Approved: March 21, 2023.

State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the February 21, 2023. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 4-2023

Resolution to Commend Gina Templin Steward for over 25 Faithful Years of Service to the People of Sauk County

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
Gina Templin Steward has faithfully served the people of Sauk County in the Land Resources and Environment Department for over 25 years. She brought professional and ethical integrity to the position(s) and the department to which she served. She was an essential part of the Land Resources and Environment Department team as well as Sauk County.

WHEREAS, it is the custom of the Sauk County Board of Supervisors to recognize individuals that served the people of Sauk County with distinction; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Gina Templin Steward for over 25 years of faithful service to the people of Sauk County; and,

BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Gina Templin Steward an appropriate symbol of our appreciation of service to the people of Sauk County.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21 day of February, 2023.

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: 02.15.2023.

Offered and passage moved by: Land Resources and Environment Committee

Marty F. Krueger
MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

DENNIS POLIVKA

ROBERT SPENCER

VALERIE MCAULIFFE

LYNN EBERL

RANDY PUTTKAMER

Fiscal Note: No Impact.

MIS Note: No Impact

RESOLUTION # 5 -2023

Resolution to AUTHORIZE THE CREATION OF ONE FULL-TIME DIVERSION SUPERVISION COORDINATOR POSITION AND TO AMEND THE 2023 BUDGET

Resolution offered by the Human Services Committee, Finance Committee, and Personnel & Insurance Committee

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

BACKGROUND: The Sauk County Department of Human Services, Justice Diversion and Support (JDS), received funding to officially implement the Diversion Supervision Agreement (DSA) Program. This program is a joint venture between the Sauk County District Attorney's Office and Justice, Diversion and Support to decrease the number of individuals convicted of a criminal offense and overall recidivism by those whose crimes are committed due to their addiction. The goal of the program is to promote public safety, reduce prison, jail, and probation populations, reduce prosecution and incarceration costs, reduce recidivism, and improve the well-being of participants and their families. Hiring a Supervision Coordinator is the most fiscally responsible manner of completing grant required deliverables. We expect to be awarded this grant for the next 5 years.

THEREFORE, BE IT RESOLVED, that one full-time Diversion Supervision Coordinator position be created effective immediately; and,

BE IT FURTHER RESOLVED, that the 2023 budget be amended to appropriate $123,704 as follows: $92,778 of grant funds and $7,556 use of General Fund Balance and allocate $23,370 of already appropriated 2023 levy for wages, benefits, and related equipment for the DSA Program.

Approved for presentation to the County Board, this 21st day of February, 2023.

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 X No _____ as reviewed by the Corporation Counsel, _____,
Date: 02.16.2023.

Offered and passage moved by:

SAUK COUNTY HUMAN SERVICES BOARD

PATRICIA REGO, CHAIR

JAKE ROXEN

VALERIE MCAULIFFE

DELMAR SCANLON

JOAN FORDHAM

JAMES BOWERS

JOEL CHRISLER

CLIFF THOMPSON

PERSONNEL & INSURANCE COMMITTEE

CARL GRUBER, CHAIR

PETER KINSMAN

TERRY SPENCER

ROBERT PROSSER

JAKE ROXEN

FINANCE COMMITTEE

MARTY KRUEGER, CHAIR

RICHARD "MIKE" FLINT

LYNN EBERL

THOMAS DORNER

TIMOTHY MCCUMBER

Fiscal Note: The program cost and funding for 2023 is $123,704:

Program Funding: DSA Grant	$92,778
2023 Budgeted Levy	23,370
General Fund Balance	7,556
	$123,704
Program Expenses: DSA Coordinator Wages/Benefits	$66,219
JDS Staff for match	23,370
MIS Equipment	2,500
Training/mileage/Supplies	6,270
Program Treatment Cost	25,345
	$123,704

MIS Note: MIS equipment (included above) = $2,500

GENERAL CODE OF SAUK COUNTY, WISCONSIN
ORDINANCE AMENDMENT # 2-2023

Ordinance Amendment to approve a map amendment (rezoning) of lands in the Town of Dellona from an Agriculture to a Multiple Family Residential Zoning District filed upon Cheri Hitchcock, property owner.

Ordinance Amendment offered by the Land Resources and Environment Committee

BACKGROUND:

Background: Cheri Hitchcock owns property in the NE ¼, NE ¼, Section 15, T13N, R5E, Town of Dellona, and has requested a map amendment (rezoning) of property legally described pursuant to petition 03-2023 from Agriculture to Multiple Family Residential zoning. The intent of the map amendment (rezoning) is to allow the property owner to bring a legal non-conforming use into compliance with the current zoning ordinance to allow for the potential replacement of mobile homes on the property.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on January 24, 2023; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment.

Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local governmental unit that affects land use shall be consistent with the comprehensive plan. The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors in 2009, defines managing and focusing "on efficient land use patterns that promotes redevelopment of under-utilized lands. It sets limits on outward growth, incorporates permanent land preservation techniques, and achieves livable communities." Upon evaluation of the request, the Land Resources and Environment Committee found that the rezone request to a Multiple Family Residential Zoning district maintains this objective.

NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1. Any existing ordinances, codes, resolutions, or portions thereof in conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Section 3. If any claims, provisions or portions of this ordinance are adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk County, Wisconsin, is amended as follows:

Rezone of the approximate 4.40 acres of tax parcel 006-0274-00000 from an Agriculture Zoning District to a Multiple Family Residential Zoning District.

Approved for presentation to the County Board by the Land Resources and Environment

Committee this 24th day of January, 2023.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

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

Offered and passage moved by:

MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

LYNN EBERL

DENNIS POLIVKA

BRANDON LOHR

VALERIE MCAULIFFE

ROBERT SPENCER

Fiscal Note:

MIS Note:

RESOLUTION # 6-2023

Resolution to Adopt Amendments to the LRE Fee Schedule

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Pursuant to Chapter 10 of the Sauk County Code of Ordinances, the Sauk County Board of Supervisors has the authority to establish reasonable fees for the use of Sauk County Parks. To further support the parks, t-shirts, can koozies, and other items will be made available for purchase at White Mound County Park. Fees for such items must be set to cover costs.

In addition, Sauk County Financial Policy 1-06 requires that user fees and charges for services be included and identified in the Fee Schedule. Items associated with conservation related programs and events have been included.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the fee schedule for the Land Resources and Environment Department pursuant to the Sauk County Code of Ordinances for Chapter 10 and Sauk County Financial Policy 1-06, attached hereto as Appendix A, be approved with the amendments as shown.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of February, 2023.

Consent Agenda Item: [ ] YES [ ] 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: 02.15.2023.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: Increased fees will result in increased revenue to cover the costs for staff time as well as any other costs incurred by the Department for implementation of the ordinances noted.

MIS Note: No information systems impact.

Land Resources & Environment Department
2023 Fee Schedule
Updated 1/31/2023

LAND RESOURCES AND ENVIRONMENT

Whenever "escrow" is referred to in any Land Resources and Environment Fee Schedule, it shall mean that the applicant shall sign an escrow agreement and pay the required escrow before the project/application request commences. Applicants are responsible for the actual costs incurred, regardless of the outcome of a project or application request. Actual costs consist of planning, engineering, and legal services provided by consultants on behalf of the Department. If at any time actual costs should exceed the escrowed amount, the applicant shall remit additional funds into the escrow fund when requested by the County. If the applicant fails to replenish the escrow as requested, the County may stop reviewing the application until such time as the escrow is replenished. Any remaining funds in the escrow at the conclusion of the project shall be refunded to the applicant when all actual costs are paid.

CONSERVATION – 26.012 as established and adopted by the Agency.				
Fees	**Amount**	**Authority**	**As of**	**Comments**
Manure Facilities				
Manure Storage Facility, new or significantly altered	$500.00	26.012, 26.007(18)	3/15/2022 Res. 32-2022	
Manure Storage Facility, closure	$100.00/$300.00	26.012	3/15/2022 Res. 32-2022	Fee of $100.00 for manure storage facility closures, where plans are submitted from LRE or USDA-NRCS staff. Fee of $300.00 when plans are submitted from the landowner or private consultant.
Manure Storage Signs	$10.00	Sauk County Financial Policy 1-06	2/21/2023	
Clean Sweep/Ag Plastics				
Recapture Bags	$28.00	Sauk County Financial Policy 1-06	2/21/2023	For a box (includes 5 bags per box).
Car/Light Truck Tires	~~$6.00~~ $7.00	Sauk County Financial Policy 1-06	2/21/2023	
Car/Light Truck Tires w/ rims	~~$8.00~~ $9.00	Sauk County Financial Policy 1-06	2/21/2023	
Ag/Semi tires	~~$13.00~~ $14.00	Sauk County Financial Policy 1-06	2/21/2023	
Ag/Semi tires w/ rims	~~$25.00~~ $26.00	Sauk County Financial Policy 1-06	2/21/2023	
<13" tires	~~$2.00~~ $3.00	Sauk County Financial Policy 1-06	2/21/2023	
<13" tires w/ rims	~~$4.00~~ $5.00	Sauk County Financial Policy 1-06	2/21/2023	
Conservation Materials				
Compost bins	Not to exceed $75.00	Sauk County Financial Policy 1-06	2/21/2023	Based upon cost from chosen vendor.
Rain barrels	Not to exceed $75.00	Sauk County Financial Policy 1-06	2/21/2023	Based upon cost from chosen vendor.
Tree Sales – Tree bundles	Not to exceed $30.00	Sauk County Financial Policy 1-06	2/21/2023	Based upon cost from chosen vendor(s).

Education Programs				
Attendance Fees	Not to exceed $50.00	Sauk County Financial Policy 1-06	2/21/2023	Based upon overall program costs, grants, agency partnerships, donations, etc.

LAND USE – 7.148(2)(f), 8.018(5)(e), 18.03(2) reviewed and established by the Agency/Committee.				
Fees	**Amount**	**Authority**	**As of**	**Comments**
Fire Signs				
Fire sign, additional (post)	$15.00	18.07	6/21/2018	
Fire sign, additional (sign)	$50.00	18.07	6/21/2018	
Fire sign, new	$100.00	18.07		
Annual Review and Inspection				
Additional site inspections	$150.00			
Annual review	$100.00	7.071(3), 7.070(8), 7.083	2014	Lodging houses, Bed and Breakfast, Clean Landfill
Shoreland/Wetland inspections	$150.00		6/21/2018	
Communication Towers				
Addition to communication tower – Replace or add antennas	$500.00	Wis. Stats. 66.0404(d)2, 7.148	2014	
Bond requirement	$20,000	Wis. Stats. 66.0404(4)(i), 7.148	2014	
Class I collocation	$2,500.00	Wis. Stats. 66.0404(d)2, 7.148	2014	
Class II collocation	$500.00	Wis. Stats. 66.0404(4)(d)1, 7.148	2014	
New communication tower	$2,500.00	Wis. Stats. 66.0404(d)2, 7.148	2014	
Land Use				
Addition, commercial/industrial	$300.00	7.148(f)	Pre 2014	
Addition, multiple family	$250.00	7.148(f)	6/21/2020	
Addition, single family	$200.00	7.148(f)	Pre 2014	
Administrative appeals	$500.00	7.148(f)	Pre 2014	
Amendments – Map (Rezone)/Text	$500.00	7.148(f)	Pre 2014	
Bed & Breakfast/Lodging house	$100.00	7.148(f), 7.083	Pre 2014	
Boathouses/Other shoreland structures	$300.00		Pre 2014	
Camping permit	$20.00	7.148(f)	Pre 2014	
Change of use	$100.00	7.148(f)	2014	
Clean landfill	$100.00	7.071(3)	6/27/2017	
Commercial/Industrial building	$600.00	7.148(f)	Pre 2014	
Conditional use permit (CUP)	$500.00	7.148(f)	2014	
Decks, stairways and other similar structures	$100.00	7.148(f)	Pre 2014	
Detached garages	$100.00	7.148(f)	Pre 2014	Residential and agricultural accessory structures, sheds
Failure to obtain proper permits	Permit fees triple		Pre 2014	All septic fees are tripled when work is started

				with review and/or permits.
Filling and grading	$100.00	8.013	2014	
Home based business	$100.00	7.148(f)	Pre 2014	
Manufactured/Mobile home	$200.00	7.148(f)	Pre 2014	
Multiple family residence	$600.00	7.148(f)	Pre 2014	
Permit renewal/Transfer fee	$100.00	7.148(f)	Pre 2014	
Retaining walls	$300.00	7.148(f)	Pre 2014	
Sign	$2.00 per sq/ft or $100.00 minimum	7.148(f)	Pre 2014	
Single family residence	$500.00	7.148(f)	Pre 2014	
Special exception permit (SEP)	$500.00	7.148(f)	Pre 2014	
Variance	$500.00	7.148(f)	Pre 2014	
Vegetative buffer removal/tree cutting	$100.00	7.148, 8.012	Pre 2014	

LAND DIVISION AND PLATTING – 22.62 as established by the County Board.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Condominiums				
Condo development plan review	$350.00	22.21		
Condo plat review	$350.00, plus $25.00 per LCE	22.21	6/21/2020	
Condo plat revision	$300.00	22.21		
Land Division				
Certified Survey Map (CSM)	$125.00, plus $25.00 each lot	22.62	6/21/2020	
Development plan review	$350.00	22.62		
Final plat escrow	$500.00	22.62		For legal and engineering services provided by consultants.
Final plat review	$350.00	22.62	6/21/2020	
Preliminary plat escrow	$1,500.00	22.62		For legal and engineering services provided by consultants.
Preliminary plat review	$350.00, plus $25.00 each lot	22.62	6/21/2020	
Planned Rural Development				
Planned unit development review	$500.00	22.62		

NON-METALLIC MINING – 7.148(2)(f) established by the Agency/Committee, 24.14 established by DNR through Wis. Stats.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Financial Assurance				
Varies	Varies	24.07		As determined by the Reclamation Plan
Mineral Extraction Plan Review Fees				

Size of Disturbed Area				
1 to 5 acres	$1,045.00	24.13, 7.148	6/21/2020	
6 to 10 acres	$1,045.00	24.13, 7.148	6/21/2020	
11 to 15 acres	$1.045.00	24.13, 7.148	6/21/2020	
16 to 25 acres	$1,045.00	24.13, 7.148	6/21/2020	
26 to 50 acres	$1,400.00	24.13, 7.148	6/21/2020	
51 acres or larger	$1,750.00	24.13, 7.148	6/21/2020	
Expedited plan review	$500.00	24.13, 7.148	6/21/2020	In addition to the plan review fee.
Plan modification review fee	$250.00	24.13, 7.148	6/21/2020	Minor modifications only.
Mineral Extraction Reclamation				
Size of Disturbed Area				
1 to 5 acres	$555.00	24.14		Includes Sauk County Fee $520.00/DNR Fee $35.00
6 to 10 acres	$760.00	24.14		Includes Sauk County Fee $690.00/DNR Fee $70.00
11 to 15 acres	$1,105.00	24.14		Includes Sauk County Fee $1,000.00/DNR Fee $105.00
16 to 25 acres	$1,390.00	24.14		Includes Sauk County Fee $1,250.00/DNR Fee $140.00
26 to 50 acres	$1,660.00	24.14		Includes Sauk County Fee $1,500.00/DNR Fee $160.00
51 acres or larger	$2,175.00	24.14		Includes Sauk County Fee $2,000.00/DNR Fee $175.00
Inactive mines	$115.00	24.14		Includes Sauk County Fee $100.00/DNR Fee $15.00

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OTHER MISCELLANEOUS – 37.08 established by the authority (department) having custody of a record.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Public Records Requests				
Hard copies	$0.25 per page (black & white $0.30 per page (color)	Wis. Stats. 19.35(3)		Includes any paper records provided by: • Copying a paper record • Printing an electronic record In rare instances, specialized skills, equipment, or technology may result in additional copy costs.
Electronic copies – includes any electronic records provided by: email, DVD, flash drive, or other electronic format				
Paper to digital	Waived	Wis. Stats 19.35(3)(e)		Includes scanning physical documents and saving them into a digital format for electronic

				distribution. In rare instances, specialized skills, equipment, or technology may result in additional copy costs.
Digital to physical	DVD (each): $0.13 (4.7 GB) Flash drive (each): $5.02 (8 GB) $6.53 (16 GB) $10.08 (32 GB) $18.52 (64 GB) $32.21 (128 GB) $53.81 (500 GB) $60.14 (1 TB) $74.83 (2 TB)	Wis. Stats. 19.35(3)		Includes copying records already in digital format onto physical medium for distribution.
Digital to digital	Waived	Wis. Stats 19.35(3)(e)		In rare instances, specialized skills, equipment, or technology, may result in copy costs.
Location fees	$24.47 per hour	Wis. Stats. 19.35(3)(c)		Costs associated with locating records if they total $50.00 or more. Per Wis. Stats, locating a record means to find it by searching, examining, or experimenting. In rare instances, an employee with special skills may be necessary to conduct a search and a higher hourly rate may be assessed.

PARK AND RECREATION – 10.04(1) and (2) set and amended upon authorization of the County Board.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Camping				
Electric campsite	$25.00	10.04	10/19/2021	Per night – established by Resolution 84-2021
Nonelectric campsite	$20.00	10.04	10/19/2021	Per night – established Resolution 84-2021
Unattended electric campsite	$10.00	10.04	10/19/2021	Established Resolution 84-2021
Unattended nonelectric campsite	$5.00	10.04	10/19/2021	Established Resolution 84-2021
Rebooking fee – per reservation	$5.50	10.04	4/20/2021	Established Resolution 42-2021
Reservation fee – per reservation, per campsite	$5.00	10.04		
Park Entrance				
Annual pass – 1 vehicle, per year	$25.00	10.04		Per vehicle, per day
Annual pass – 2 vehicles per year	$40.00	10.04		Per vehicle, per day. At the original time of purchase only
Annual pass – Honorably discharged Veteran residing in Sauk County	$0.00	10.04		
Daily pass – per vehicle, per day	$5.00	10.04		Per vehicle, per day.

Ordinance violation – Failure to Prepay	$20.00	10.06	12/20/2022	Per occurrence. Resolution 113-2022
Ordinance violation – Unpaid	$25.00	10.06		Per occurrence, nonpayment of failure to prepay
Equipment Rental				
Canoe – per hour	$15.00	10.04	4/20/2021	Resolution 42-2021
Kayak (double) – per hour	$15.00	10.04	4/20/2021	Resolution 42-2021
Kayak (single) – per hour	$10.00	10.04	4/20/2021	Resolution 42-2021
Paddleboard – per hour	$15.00	10.04	4/20/2021	Resolution 42-2021
Pedal boat – per hour	$20.00	10.04	4/20/2021	New fee - Resolution 42-2021
Miscellaneous Fees				
Credit card use	$3.00		12/20/2022	Resolution 113-2022. Per transaction for camping reservations
Credit card use	$1.50		12/20/2022	Resolution 113-2022. Per transaction for all other transactions
Firewood – per bundle	$5.00	10.04		
Ice – per 7lb bag	$3.00	10.04		
Vending machine items, shower fees	Not to exceed $5.00		12/20/2022	Resolution 113-2022. Fee will not exceed $5 and will vary depending on the item. The not-to-exceed fee will adjust depending on the expense cost. Vending machine includes toiletries, food, drink, and camping items.
Promotional Items	Not to exceed $30.00	10.04	2/21/2023	Fee will not exceed $30 and will vary depending on the item. The not-to-exceed fee will adjust depending on the expense cost. Promotional items may include apparel, can koozies, stickers and coffee mugs.
Prairie Smoke Terrace				
Daily Rental	$200.00	10.04	3/15/2022 Res. 32-2022	Per four (4) hours
Additional hour(s)	$50.00	10.04	3/15/2022 Res. 32-2022	Per hour
3-day Package	$800.00	10.04	3/15/2022 Res. 32-2022	8 am-12 pm; 8 am-11pm; 8am-12pm
Security deposit, Daily Rental(s)	$300.00	10.04		
Security deposit, 3-day Package	$500.00	10.04		
Tent set-up	$100.00			3-day package rental required

PRIVATE ON-SITE WASTEWATER TREATMENT – 25.014(14) set and amended by the Department.				
Fees	**Amount**	**Ordinance and Statutory Authority**	**As of**	**Comments**
Inspections				
Additional inspections	$100.00	25.016(2)		Permits may not be issued and/or field work

				will not be scheduled until fee is paid
No shows – Failure to cancel scheduled field work	$100.00	25.016(2)		Permits may not be issued and/or field work will not be scheduled until fee is paid.
Soils on-site – Verification filing	$100.00	25.016(2)		
Staff soil onsite – Inspection	$100.00	25.016(2)		
POWTS Maintenance				
Septic maintenance – in-house data recording, per page or card	$10.00	25.018		
POWTS Permits				
Conventional system	$550.00	25.014(8)		
Failure to obtain proper permits	Permit fees double	25.014(8)		All septic fees are doubled when work is started with review and/or permits.
Groundwater surcharge	$125.00			
Holding tank	$650.00	25.014(8)		
Large system – greater than 1,000 GPD	$700.00	25.014(8)		
Mound, IGP, At-grade	$550.00	25.014(8)		
Permit renewal – Transfer Fee	$100.00	25.014(10)		
Privy installation	$200.00	25.014(8)		
Reconnection	$300.00	25.014(8)		
Tank/Drainfield replacement	$200.00	25.014(8)		
Plan Review				
At-grade plan review	$250.00	25.014(8)		
Holding tank plan review	$90.00	25.014(8)		

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STORM WATER AND EROSION CONTROL – 51.18(2)(g) established by County Board.				
Fees	**Amount**	**Ordinance or Statutory Authority**	**As of**	**Comments**
Erosion Control				
Permit Application	$100.00	51.10	4/19/2022 Res. 49-2022	*When combined with a Stormwater Management Permit $300.00. **Governmental entities are exempt from permit fees.
Permit Renewal/Transfer	$100.00	51.19(5)	4/19/2022 Res. 49-2022	
Plan Modification	$100.00	51.19(6)	4/19/2022 Res. 49-2022	
Storm Water Management				
Permit Application	$300.00	51.15(2)(a)	4/19/2022 Res. 49-2022	**Governmental entities are exempt from permit fees.
Stormwater Plan Review Escrow	$1,500.00	51.19(4)(a)	4/19/2022	For legal and engineering services provided

			Res. 49-2022	by consultants.
Construction Escrow	Varies	51.19(4)(b)	4/19/2022 Res. 49-2022	Based upon Engineer's estimate of actual cost to construct stormwater improvements.
Permit Renewal/Transfer	$100.00	51.19(6)	4/19/2022 Res. 49-2022	
Plan Modification	$100.00	51.19(7)	4/19/2022 Res. 49-2022	
Administration				
Appeals	$500.00	51.20(5)	4/19/2022 Res. 49-2022	
Variance	$500.00	51.19(9)	4/19/2022 Res. 49-2022	

RESOLUTION # 1-2023

Resolution to Authorize a Quit Claim Deed for Land Area near the Delton Dam

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
During the 2019 inspection of the Delton Dam, it was noticed that there was concrete spalling and repairs were necessary. In June 2021, the County entered a contract with Ayres Associates to engineer the project. A more recent inspection in December 2021, during a routine inspection, it was noted that a concrete training wall near the edge of the dam shifted. In discussions with representatives from JF Brennan on-site as well as phone conversations with Ayres Associates, this was not an imminent issue, but did need to be addressed. The LRE Department amended its contract with Ayres to include this scope of work. The project may also be eligible for WDNR Municipal Dam Grant Funding. In April 2022, the County Board adopted Resolution 50-2022, which authorized the LRE Department to submit the necessary application to the WDNR for the Municipal Dam Grant Program for the Delton Dam project.

In March 2022, the LRE Department was notified that there were additional items that needed to be addressed for our application. It was noted that there appeared to be a portion of the south end of the spillway and the south abutment that is on an adjacent lot. Being such, the County needed to provide proof of ownership or an easement for this segment of the dam. LRE staff did verify that a portion of the dam was located on adjacent private property, making those landowners dam owners as well. To qualify for Municipal Dam Grant funding as well as to remove liability for the dam from the private parties, LRE staff worked with the existing property owners to identify the area needed to make the County the sole dam owner. The Quit Claim Area is shown on Appendix A.

WHEREAS, Resolution No. 50-2022 was adopted by the Sauk County Board of Supervisors to make application for the Municipal Dam Grant Funding; and,

WHEREAS, to complete Sauk County's Municipal Dam Grant Application, proof of ownership on both sides of the dam is necessary; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby authorize a Quit Claim Deed for Land Area near the Delton Dam as shown on Exhibit A; and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the County Administrator to sign the Quit Claim Deed on behalf of the County to finalize the land transaction.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21 day of February 2023.

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: 02.15.2023.

Offered and passage moved by: Land Resources and Environment Committee

Martin F. Krueger
MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

DENNIS POLIVKA

ROBERT SPENCER

VALERIE MCAULIFFE

LYNN EBERL

RANDY PUTTKAMER

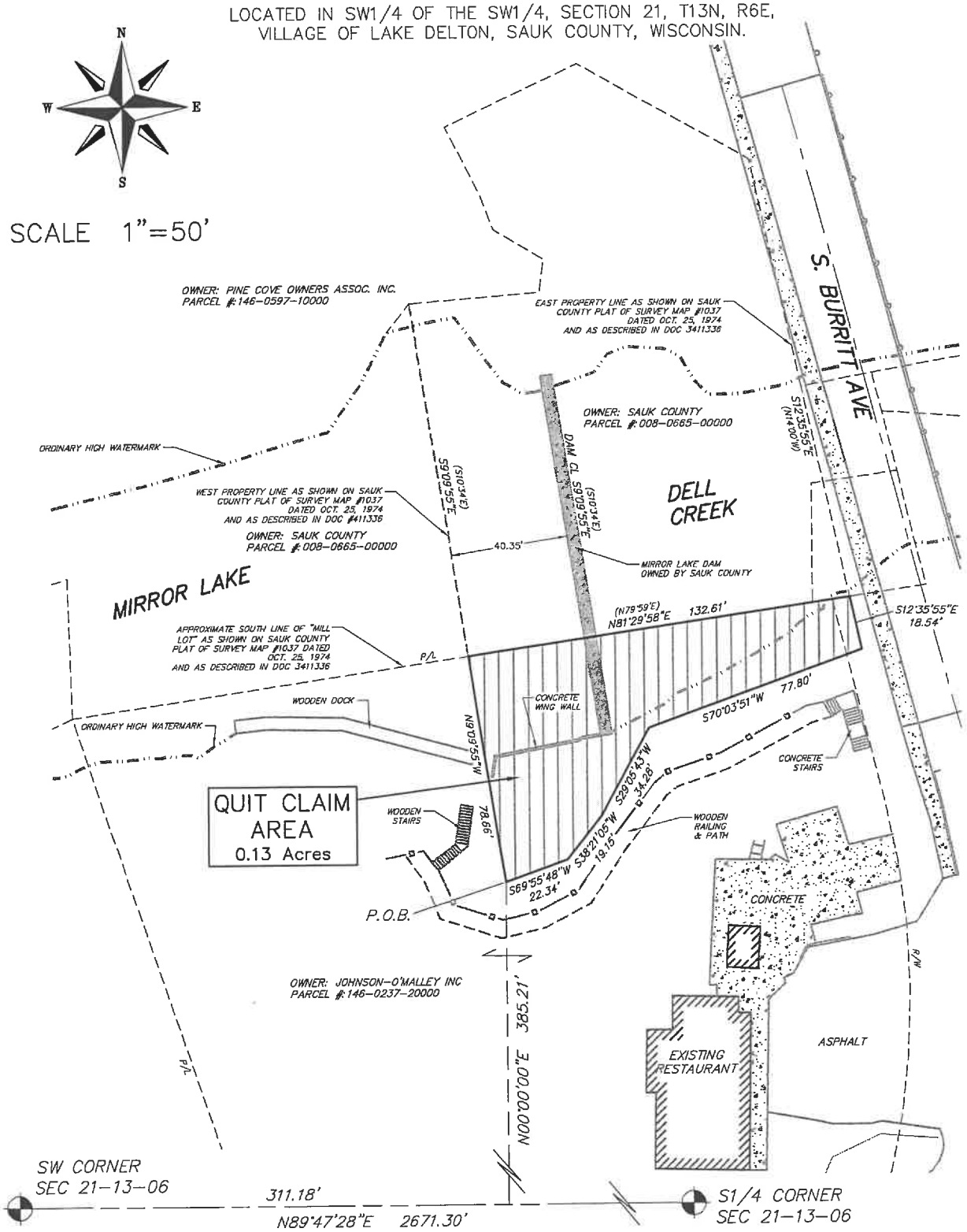
Fiscal Note: The property owner is willing to quit claim the needed area for no cost to the County. However, the property owner has requested an appraisal of the land area represented in the survey (Appendix A). The cost to the County for the appraisal was $250.00 and was completed by Pare Consultants on January 27, 2023. Funds for the Delton Dam repairs are in the 2023 Budget. The LRE Department has also submitted a Municipal Dam Grant Application to assist in paying for any costs associated with the repairs.

MIS Note: No Impact

QUIT CLAIM AREA

LOCATED IN SW1/4 OF THE SW1/4, SECTION 21, T13N, R6E,
VILLAGE OF LAKE DELTON, SAUK COUNTY, WISCONSIN.

SCALE 1"=50'



vierbicher
planners | engineers | advisors
REEDSBURG - MADISON - PRAIRIE DU CHIEN
126 West Blackhawk Avenue Prairie du Chien, Wisconsin 53821
Phone: (608) 326-1051 Fax: (608) 326-1052

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MINUTES
SAUK COUNTY BOARD OF SUPERVISORS
MARCH 21, 2023
WEST SQUARE BUILDING, 505 BROADWAY, ROOM 326, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. **Call to Order and Certify Compliance with Open Meeting Law: 6:00 P.M.**

2. **Roll Call.** PRESENT: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber.

   Staff present: Brent Miller, County Administrator; Brian Desmond, Corporation Counsel; Becky Evert, Sauk County Clerk; and Michelle Commings, Deputy County Clerk.

3. **Invocation and Pledge of Allegiance.** Invocation given by Supr. Krueger.

4. **Adopt Agenda.** MOTION (Rego/Peper) to adopt agenda, removing the following item under #10:
   a. Families Come First/Comprehensive Community Services Coordinating Committee:
      i. Shanna Stormer, New Appointment, Citizen Member
         2- year term: 03/21/2023- 03/18/2025

   Motion carried **unanimously.**

5. **Adopt the minutes.** MOTION (Schell/Klitzke) to adopt the minutes from the previous meeting. Motion carried **unanimously**.

6. **General Consent Agenda Items.** None.

7. **Scheduled Appearances.**
   a. Senator Dianne H. Hesselbein, newly elected Senator for District #27.
   b. David Grant - MIS, Re: Email Security Training.

8. **Public Comment.** None.

9. **Communications.**
   a. 03/04/2023 Letter from Mike Rawlins, re: Milwaukee Brewer baseball.
   b. 03/21/2023 Letter from Ramon Demaskie, Town of LaValle Chair, re: Hemlock Dam Replacement.

10. **Appointments.**
    a. Ethics Inquiry Board:
       i. Joseph Viney, New Appointment, Citizen Member
          3 – Year Term – 03/21/2023 – 03/18/2025
       ii. John Gaedke, New Appointment, Citizen Member
          3 – Year Term – 03/21/2023 – 03/18/2025

    MOTION (Rego/Klitzke) to approve appointments. Motion carried **unanimously.** *(Voice vote)*

11. **Bills**. None.

12. **Claims.** None.

13. **Elections.** None.

14. **Proclamations.** None.

15. **Reports – informational, no action required.**
    a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
    b. Brent Miller
        i. Administrator's report.
    c. Tim McCumber, County Board Chair
        i. Board Chair Update: Petition was circulated to approve a "special" meeting of the Sauk County Board of Supervisors. Mid-Term Assessment meeting will be held Tuesday, May 23, 2023, at 6:00 P.M.

16. **Unfinished Business.** None.

17. **New Business.**

AGING & DISABILITY RESOURCE CENTER GOVERNING COMMITTEE, PERSONNEL & INSURANCE COMMITTEE, AND FINANCE COMMITTEE:

Resolution 8-2023 To Accept Department of Health Services Grant, Authorize The Creation Of A Full-Time Dementia Care/Independent Living Specialist Position And A Part- Time Independent Living Coordinator Position And To Amend The 2023 Budget. **Requires 2/3 vote.* Susan Blodgett, Director of Aging & Disability Resource Center, gave a brief overview of the grant. MOTION (Polivka/Rego). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 9-2023 To Create The Ad-Hoc Rules Of The Board Review Committee. MOTION (Peper/Dorner). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 10-2023 Authorizing The County To Enter Into The Settlement Agreements With Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation And CVS Pharmacy, Inc., Agree To The Terms Of The Addendum To The MOU Allocating Settlement Proceeds, And Authorize Entry Into The MOU With The Attorney General. MOTION (Rego/McAuliffe). **VOTE:** AYES: (23) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Krueger, Flint, Prosser, Schell, Dorner, Fordham, Hazard, Carver, Polivka, Burchill, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (4) Clemens, Lombard, R. Spencer and Peper. ABSTAIN: (1) Anderson. ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried.

EXECUTIVE & LEGISLATIVE COMMITTEE AND LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Resolution 11-2023 In Support Of Village Of Sauk City Transportation Alternatives Program (TAP) Grant. MOTION (Krueger/Eberl). **Requires 2/3 vote*. **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

FINANCE COMMITTEE:

Resolution 12-2023 Gratefully Accepting Donations and Gifts Presented To Sauk County In 2022. MOTION (Dorner/Rego). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

HIGHWAY COMMITTEE:

Resolution 13-2023 Designating The Week Of April 17th Through 21st 2023 As "Work Zone Safety Awareness Week In Sauk County." MOTION (Peper/Klitzke). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Resolution 14-2023 To Award A Contract For Pasture Expansion At The Sauk County Farm. MOTION (Polivka/Kinsman). **VOTE:** AYES: (26) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (2) Dorner and Detter. ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried.

Resolution 15-2023 To Adopt The Sauk County Farm Forest Stewardship Plan As An Appendix To The 2022-2042 Sauk County Farm Property Master Plan. MOTION (Kinsman/Polivka). **VOTE:** AYES: (26) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (2) Schell and Detter. ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried.

Resolution 16-2023 To Authorize Participation In The State Of Wisconsin Motorized Recreation Grant Programs For Snowmobile Trails, ATV/UTV Trails And Off-Highway Motorcycle Events. MOTION (Lohr/Kinsman). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 17-2023 To Award A Contract For Design And Engineering Services Of The Educational Hub At The Sauk County Farm. MOTION (Krueger/Polivka). **VOTE:** AYES: (23) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Lohr, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (5) Prosser, Lombard, Schell, Peper and Detter. ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried.

Resolution 18-2023 Authorizing The Acquisition Of One ESRI ArcGIS Desktop Software User License. MOTION (Krueger/Dorner). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 19-2023 Authorizing The Acquisition Of Services From Intrado Life And Safety For NG911 GIS Implementation. MOTION (Kinsman/Polivka). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 20-2023 To Award A Contract For Snowmobile Trail Improvements. MOTION (Lohr/R. Spencer). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 21-2023 To Award A Contract For Equestrian Campground Improvements At White Mound County Park. MOTION (Krueger/Lohr). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 22-2023 Authorizing A Contract With Panda Consulting For The Migration Of Tax Parcel Map Data. MOTION (Lohr/Kinsman). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

Resolution 23-2023 To Award A Contract For The Hemlock Dam Replacement. MOTION (Krueger/McAuliffe). **Requires 2/3 vote.* **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

LAND RESOURCES AND ENVIRONMENT COMMITTEE AND FINANCE COMMITTEE:

Resolution 24-2023 To Authorize The Director Of Land Resources And Environment To Accept Multi-Discharge Variance Funding; And Amending The 2023 Budget. **Requires 2/3 vote.* MOTION (Lohr/Flint). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

LAW ENFORCEMENT & JUDICIARY COMMITTEE AND FINANCE COMMITTEE

Resolution 25-2023 To Purchase A TruNarc System With 2022 Carryforward Funds And Amend The 2023 Budget. **Requires 2/3 vote.* MOTION (Scanlon/T. Spencer). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

PROPERTY COMMITTEE AND FINANCE COMMITTEE:

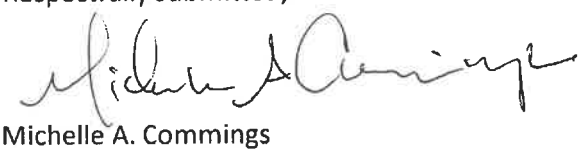
Resolution 26-2023 Authorizing To Contract With TelCon Construction To Update The Fiber Locating Stations For Sauk County Fiber And To Amend The 2023 Budget. **Requires 2/3 vote.*
MOTION (Detter/Anderson). **VOTE:** AYES: (28) Eberl, T. Spencer, Rego, Kinsman, Klitzke, Scanlon, Anderson, Krueger, Flint, Clemens, Prosser, Lombard, Schell, Dorner, Fordham, Hazard, R. Spencer, Carver, Polivka, Burchill, Peper, Lohr, Detter, Chrisler, Stehling, McAuliffe, Deitrich and McCumber. NAYS: (0). ABSENT & EXCUSED: (3) Roxen, Teelin and Gruber. Motion carried **unanimously.**

18. **Referrals.**

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

20. **Adjournment to a date certain:** 7:53 P.M. MOTION (Schell/Klitzke) to adjourn until Tuesday, April 18, 2023, at 6:00 P.M. Motion carried **unanimously**.

Respectfully submitted,



Michelle A. Commings
Deputy County Clerk

Minutes Approved: April 18, 2023.

State of Wisconsin, County of Sauk: I certify that the above is a true and correct copy of the March 21, 2023. Proceedings of the Sauk County Board of Supervisors. /s/Rebecca C. Evert, Sauk County Clerk.

Original documents on file @ Office of the Sauk County Clerk West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913. 608-355-3286.

www.co.sauk.wi.us

These notices may also be found at: http://www.wisconsinpublicnotices.org/ or https://www.co.sauk.wi.us/legalnotices.

RESOLUTION # 6 -2023

Resolution to Accept Department of Health Services Grant, Authorize the Creation of a Full-time Dementia Care/Independent Living Specialist Position and a Part-time Independent Living Coordinator Position and to Amend the 2023 Budget

Resolution offered by the Aging and Disability Resource Governing Committee, Finance Committee, and Personnel & Insurance Committee

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

BACKGROUND: The Sauk County Aging and Disability Resource Center (ADRC) was awarded the Independent Living Supports Pilot Grant from The State of Wisconsin Department of Health Services. This new program, awarded to 12 ADRCs and utilizes American Rescue Plan Act (ARPA) funds to assist individuals, who do not qualify for a Long-Term Care Program. The Pilot program allows participants income of up to 300% of federal poverty level, and assets are not considered. Recipients of the program will receive up to $7,200 of home services for one year, bringing a total of $2,008,800 into the county to be spent on supportive services for 279 participants. The grant officially begins March 1, 2023. Participant enrollment will begin June 2023 and will run to February 28, 2024, the grant ends March 1, 2025.

Staff will work one on one with participants developing a care plan, checking in during the period of the grant and work with the participant toward the end of their year of participation to consider private pay of future services, until they transition to a Long Term Care Program.

Currently the ADRC's Dementia Care Specialist (DCS) works half-time. The DCS hours will be expanded to full-time over the next two years of the grant. As the grant gains participants, the ADRC will hire another part-time staff for a portion of the grant period.

THEREFORE, BE IT RESOLVED, that effective immediately, the Dementia Care Specialist be reclassified to full-time to enable added job duties to coordinate the grant; and, the ADRC may hire a part-time Independent Living Specialist Supervision Coordinator when participation enrollment increased beyond the DCS staff full-time capacity caseload.

BE IT FURTHER RESOLVED, that the 2023 budget be amended to appropriate $241,056.00 for the pilot grant budget. No levy is required.

Approved for presentation to the County Board, this 21st day of March 2023.

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 BJP No _____ as reviewed by the Corporation Counsel, _____,
Date: 03.15.2023.

Offered and passage moved by:

SAUK COUNTY AGING & DISABILITY RESOURCE CENTER GOVERNING COMMITTEE

DENNIS POLIVKA, CHAIR

JUDY ELLINGTON

GAILE BURCHILL

KRISTIN WHITE-EAGLE

ANDREA LOMBARD

LAURIE GRILL

WILLIAM STEHLING

TUT GRAMLING

THOMAS DOERNER

TERESA WOLKOWSKI

PERSONNEL & INSURANCE COMMITTEE

CARL GRUBER, CHAIR

PETER KINSMAN

TERRY SPENCER

ROBERT PROSSER

JAKE ROXEN

FINANCE COMMITTEE

MARTY KRUEGER, CHAIR

RICHARD "MIKE" FLINT

LYNN EBERL

THOMAS DORNER

TIMOTHY MCCUMBER

Page 3, Resolution 8-2023

Fiscal Note: The program cost and funding for the grant period is $241,056.00

Program Funding: (Dept of Health Services)		$241,056.00
2023 Budgeted Levy		0.00
General Fund Balance		0.00
TOTAL		$241,056.00
Program Expenses:		
Staff		$ 169,631.00
Benefits		$ 62,675.00
MIS Equipment		$ 1,386.00
Training/mileage/Supplies		$ 7,364.00
TOTAL		$ 241,056.00

MIS Note: MIS equipment (included above) = Cell phone cost for staff.

RESOLUTION # 9-2023

Resolution to create the ad-hoc Rules of the Board Review Committee.

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: The Sauk County Rules of the Board for the 2022-2024 term, Rule VI. N. 4., requires that "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." Over the years Sauk County has a developed a comprehensive set of Rules of the Board. To have a thorough review of the existing Rules of the Board, it is being proposed that an ad-hoc Rules of the Board Review Committee be approved by the County Board. The ad-hoc Rules of the Board Review Committee shall review the existing Rules of the Board and make recommendations for changes (if any), to the Executive and Legislative Committee at their regularly scheduled September Committee meeting. Upon filing their recommendations with the Executive & Legislative, the ad-hoc Rules of the Board Review Committee shall disband.

The ad-hoc Rules of the Board Review Committee shall consist of five County Board Supervisors. The Supervisors to be appointed the ad-hoc Rules of the Board Review Committee Supervisors Fordham, Eberl, Carver, McAuliffe, and McCumber. The Committee may call upon Department Heads and other staff to complete their assigned duties.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the ad-hoc Rules of the Board Review Committee is hereby created and may call upon Department Heads and staff for assistance in completing the duties of the Committee; and

BE IT FURTHER RESOLVED, that the ad-hoc Rules of the Board Review Committee shall consist of Supervisors Fordham, Eberl, Carver, McAuliffe, and McCumber; and

BE IT FURTHER RESOLVED, that the ad-hoc Rules of the Board Review Committee is charged with the duty to review the current Sauk County Rules of the Board and make recommendations to the Executive and Legislative Committee no later than their regularly scheduled September meeting.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 7th, day of March, 2023.

Consent Agenda Item: [ ] YES [X] NO

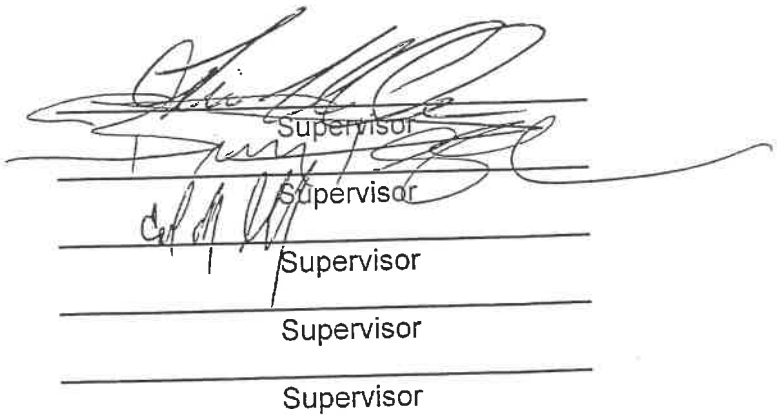
Fiscal Impact: [ ] None [ ] Budgeted Expenditure [ ] Not Budgeted

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: 03.15.2023.

[Signatures on next page]

Offered and passage moved by:



Fiscal Note: Estimated expense for five meetings $2,325 (per diem expense $1,875, mileage $450)

MIS Note: None

RESOLUTION # 10-2023

Resolution to Authorizing the County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the County's expenditure of vast money and resources to combat the opioid epidemic. On behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants. The Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned In re: Opioid Litigation, MDL 2804 (the "Litigation"). four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation.

Since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County's case for trial and engage in extensive settlement discussions with the Opioid Defendants. the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.. (the "Settling Defendants") resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation. Copies of the various settlement agreements relating to the Settling Defendants (collectively "Settlement Agreements") representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution. The Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements.

The County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the "Allocation MOU"); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU. 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation. Pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on Finance is required to approve the Settlement Agreements and the AG MOU. Pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State. Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the "Opioid

Abatement Account") and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements. Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021. The Legislature's Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions.

The Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated. The proposed Addendum to the MOU ("Addendum") provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuitca, Inc.. Further information on the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County's refusal to enter into the Settlement Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements may be found at https://nationalopioidsettlement.com/. The County, by this Resolution, shall deposit the proceeds of the Settlement Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b).

Pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement. The Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County. It is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms. The County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall authorize and direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a local "backstop" for payment of the fees, costs, and disbursements of the Law Firms. In no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Addendum. The intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account. The County, by this Resolution, shall authorize the County's Administrator to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein.

THEREFORE, BE IT RESOLVED, the County Board of Supervisors hereby approves:

1. The execution of the Settlement Agreements and any and all documents ancillary thereto and authorizes the Administrator or designee to execute same.

2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Administrator or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.

3. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Administrator or designee to execute same.

4. The execution by the Administrator or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum.

BE IT FURTHER RESOLVED, all proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

BE IT FURTHER RESOLVED, the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

BE IT FURTHER RESOLVED, that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Approved for presentation to the County Board by the Executive & Legislative Committee, this 7th day of March, 2023.

Consent Agenda Item: [ ] YES [ ] NO

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

Vote Required: Majority = __X__ 2/3 Majority = _____ 3/4 Majority = _____

age 4, Resolution 10-2023

The County Board has the legal authority to adopt: Yes __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 03.15.2023.

Offered and passage moved by:

_____
Supervisor

_____
Supervisor

_____
Supervisor

_____
Supervisor

_____
Supervisor

Fiscal Note: Accounting and reporting associated with receiving and dispersing funds.

MIS Note: None

ADDENDUM TO WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms ("Settlement Agreements") pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

NOW, THEREFORE, the Local Governments enter into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.

2. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.

3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[*Signatures on Following Page*]

_____ Date: _____
Rusk County
Printed: _____

_____ Date: _____
Sauk County
Printed: _____

_____ Date: _____
Sawyer County
Printed: _____

_____ Date: _____
Shawano County
Printed: _____

_____ Date: _____
Sheboygan County
Printed: _____

_____ Date: _____
St. Croix County
Printed: _____

_____ Date: _____
Taylor County
Printed: _____

_____ Date: _____
Trempealeau County
Printed: _____

_____ Date: _____
Vernon County
Printed: _____

WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING FOR THE ALLOCATION OF OPIOID SETTLEMENT PROCEEDS

WHEREAS, the State of Wisconsin ("State"), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re: Opioid Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio ("Litigation");

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A ("Local Governments"), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

WHEREAS, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan ("Settling Defendants") resulted in tentative agreements as to settlement terms ("Settlement Agreements") pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding ("MOU") to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and

WHEREAS, this MOU does ***not*** supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

NOW, THEREFORE, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. As used in this MOU, the term "Opioid Settlement Proceeds" shall mean all funds allocated by a Settlement Agreement ("Settlement Payments") to the State or Local

Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. "Opioid Settlement Proceeds" do ***not*** include the "Additional Restitution Amount" (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party's litigation fees, expenses, and/or costs.

2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.

3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share"). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.

4. 100% of the "Additional Restitution Amount" shall be paid to the State and deposited with the Department of Health Services.

5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire "Additional Restitution Amount," shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.

6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

   Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys' fees and expenses may only be paid for out of the owing Local Governments' share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.

8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.

10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.

11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips
Attolles Law, s.c.
222 E. Erie Street
Suite 210
Milwaukee, WI 53202
aphillips@attolles.com

Erin Dickinson
Crueger Dickinson LLC
4532 N. Oakland Ave.
Milwaukee, WI 53211
ekd@cruegerdickinson.com

Burton LeBlanc
2600 CitiPlace Drive
Suite 400
Baton Rouge, LA 70809
bleblanc@baronbudd.com

Shayna Sacks
360 Lexington Avenue
Eleventh Floor
New York, NY 10017
ssacks@napolilaw.com

Christopher Smith
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
christopher.smith@vonbriesen.com

Steven Nelson
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
harlowrd@doj.state.wi.us

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF WISCONSIN:

_____ Date: _____
Attorney General Josh Kaul

ON BEHALF OF THE LOCAL GOVERNMENTS:

_____ Date: _____
Adams County
Printed: _____

_____ Date: _____
Ashland County
Printed: _____

_____ Date: _____
Barron County
Printed: _____

_____ Date: _____
Bayfield County
Printed: _____

_____ Date: _____
Brown County
Printed: _____

_____ Date: _____
Rock County
Printed: _____

_____ Date: _____
Rusk County
Printed: _____

_____ Date: _____
Sauk County
Printed: _____

_____ Date: _____
Sawyer County
Printed: _____

_____ Date: _____
Shawano County
Printed: _____

_____ Date: _____
Sheboygan County
Printed: _____

_____ Date: _____
St. Croix County
Printed: _____

_____ Date: _____
Taylor County
Printed: _____

EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
Barron County
Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
Door County
Douglas County
City of Superior
Dunn County
Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County
Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette
Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County
Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

RESOLUTION # 11-2023

Resolution to support of Village of Sauk City Transportation Alternatives Program (TAP) Grant.

Resolution offered by the Executive & Legislative Committee and Land Resources and Environment Committee

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

BACKGROUND: Sauk and Dane County have partnered to construct a bridge over the Wisconsin River that will link the Great Sauk State Trail (GSST) to the Walking Iron Trail. The Wisconsin Department of Transportation is offering grants for infrastructure related projects with a focus on alternative transportation methods, specifically including trail facilities for pedestrians, bicyclists, and other forms of transportation. The Village of Sauk City recognizes that WisDOT reimburses project sponsors for the federal share up to 80% of the approved TAP project costs, up to the limit of the federal award amount. As a condition of applying for the TAP grant Sauk County and Dane County are responsible for the local match and any nonparticipating costs for this project. The Village of Sauk City, based in Sauk and Dane Counties, providing the 20% of local match dollars, has approved the Village Administrator to apply for the TAP grant.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that they support the Village of Sauk City in their application for a TAP grant; and

BE IT FURTHER RESOLVED, that Sauk County, along with Dane County, agrees to be responsible for the required 20% local match funds and non-participating costs.

Approved for presentation to the County Board by the Executive & Legislative Committee and Land Resources and Environment Committee, this 7th day of March 2023

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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 03.15.2023.

Offered and passage moved by: Land Resources and Environment Committee

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Lynn A. Eberl

Brandon Lohr

Valerie McAuliffe

Robert Spencer

Dennis Polivka

Randy Puttkamer

Executive and Legislative Committee

Timothy McCumber, Chair

John Dietrich, Vice Chair

Brian Peper

Carl Gruber

Marty Krueger

Fiscal Note: There is $2,000,000 American Rescue Plan Act dollars allocated for the GSST in the Land Resources and Environment.

MIS Note: No information systems impact.

RESOLUTION #12 - 2023

Resolution Gratefully Accepting Donations and Gifts Presented to Sauk County in 2022

Resolution offered by the Finance Committee

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

BACKGROUND: Sauk County annually receives significant donations from many entities, including clients, service recipients and their families, and businesses. These donations, including goods and services, benefit the overall good of the Sauk County public by enhancing educational programs, purchasing items for client use, and providing services for clients. Use of donations assists Sauk County in providing important services for various public purposes that promote the public good, while minimizing the impact to the property tax. Wis. Stat. § 59.52(19) permits the County Board to accept all donations: "the board may accept donations, gifts or grants for any public governmental purpose within the powers of the county".

NOW THEREFORE BE IT RESOLVED by the Sauk County Board of Supervisors met in regular session that Sauk County gratefully accepts the donations summarized as attached and expresses its appreciation to their donors.

Approved for presentation to the County Board by the Finance Committee, this 2nd day of March, 2023

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: _____.

Offered and passage moved by:

Martin F. Krueger

Thomas Dorner

Lynn Eberl

Richard "Mike" Flint

Timothy McCumber

Fiscal Note: Budgeted donations in 2022 totaled $107,250, which offsets the property tax levy. Actual donations of cash were $120,427.42 as well as many other non-monetary donations of goods and services.

MIS Note: No MIS impact.

DONATIONS RECEIVED BY SAUK COUNTY - 2022

Justice, Diversion & Support

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Cave of the Mounds	Gift Certificate	Incentive	$ 42.97
Wizard Quest	Certificate	Incentive	$ 29.99
Wizard Quest	Certificate	Incentive	$29.99
		TOTAL DONATED TO EXTENSION EDUCATION:	$ 102.95

Aging, Disability & Resources Center (ADRC)

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
AddLIFE Todayl Newsmagazine Subscribers	Monetary	For the Benefit of the AddLIFE Todayl Newsmagazine Program	$ 640.00
Congregate Dining Center Program Participants	Monetary	For the Benefit of the Congregate Dining Center Program	$ 21,142.50
Elder Benefit Specialist Program Participants	Monetary	For the Benefit of the Elder Benefit Specialist Program	$ 160.00
Home Delivered Lunch Participants	Monetary	For the Benefit of the Home Delivered Lunch Program	$ 68,906.29
Information & Assistance Participants	Monetary	For the Benefit of the Information & Assistance Program	$ 399.00
Aging Program Participants	Monetary	For the Benefit of the Aging Programs	$ 50.00
Prevention Program Participants	Monetary	For the Benefit of the Prevention Program	$ 280.00
Caregiver Programs	Monetary	For the Benefit of the Caregiver Programs	$ 257.00
Transportation Programs	Monetary	For the Benefit of the Transportation Program Passengers	$ 875.56
Congregate Dining Center Volunteers	In-Kind Donation	(1399.50) Hours Dining Center Volunteers Provided Service to Dining Center Participants	$ 37,730.52
Home Delivered Lunch Volunteers	In-Kind Donation	(2846) Hours Home Delivered Lunch Volunteers Delivered Lunches to Participants	$ 76,728.16
Staff Support Volunteers	In-Kind Donation	(348.25) Hours Clerical Volunteers Provided Service for ADRC Programs (front desk, Stepping On, MC Part D, Turn 65)	$ 9,388.82
Volunteer/Veteran Escort Drivers	In-Kind Donation	(7219.80) Hours Volunteer/Veteran Escort Drivers Transported Passengers	$ 194,645.81
Oak Park Place	coffee baskel	for ADRC staff- social worker appreciation	$ 35.00
La Valle PublicLibrary	large-print books	MOW's clients -LaValle route	$ 120.00
Our House	item	Dozen donoughts	$ 15.00
Citizen- Holy Stitches	items	15 activity muffs for Dementia Care program	$ 600.00
Home Delivered Lunch Participants-Frozen route	items	Blankets - estimated $30.00 per Blanket for cost	$ 420.00
J's Pub and grill	gift card	Volunteer Luncheon- Door Prizes	$ 25.00
Mind Body & Harmony, Reedsburg	gift certificate	Volunteer Luncheon- Door Prizes	$ 120.00
2- Fund day travels at ADRC	gift certificate	Volunteer Luncheon- Door Prizes	$ 10.00
2- free MMMW at RCC	gift certificate	Volunteer Luncheon- Door Prizes	$ 11.00
Oak dale Credit Union	Duffel bag- Pizza kit	Volunteer Luncheon- Door Prizes	$ 75.00
Oak dale Credit Union	Cooler bag, popcorn,lip balm....	Volunteer Luncheon- Door Prizes	$ 65.00
5- Culver's gift cards	Gift cards	Volunteer Luncheon- Door Prizes	$ 100.00
100- Culver's tokens	tokens-ice scream	Volunteer Luncheon- Door Prizes	$ 250.00
RAMC- pill boxes, umbrellas,socks,magnets, chapstick	items	Volunteer Luncheon- Door Prizes	$ 550.00
Alzheimer's 7 Dementia Alliance of WI	baskel-water bottles, chocolate, candle, bath bombs	Volunteer Luncheon- Door Prizes	$ 120.00
Villa Pines Living Center	Baskel-chocolate, pens, notepads, lanyards	For ADRC staff	$ 100.00
Flaxen Fleece, Sauk City	Mittens, scarves	Donated to Sauk Dining Site for patrons	$ 200.00
Dining Participant's family	wheelchair	Sauk City Dining Site to be used as needed by participants	$ 100.00
		TOTAL DONATED TO ADRC:	$ 414,119.66

Health Departments

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
St. Joes	Diapers	NFP Donation	$ 102.79
STEELE CO, INC	Monetary	Rural Safety Days Donation	$ 100.00
Lake Delton Police	Monetary	Rural Safety Days Donation	$ 100.00
D.L. Gasser	Monetary	Rural Safety Days Donation	$ 100.00
Wisconsin Metals	Monetary	Rural Safety Days Donation	$ 100.00
Hillsboro Equipment	Monetary	Rural Safety Days Donation	$ 100.00
United Cooperative	Monetary	Rural Safety Days Donation	$ 100.00
Farm & Fleet	Monetary	Rural Safety Days Donation	$ 100.00
Dental Associalled of Baraboo	Monetary	Rural Safety Days Donation	$ 150.00
Prairie Clinic	Monetary	Rural Safety Days Donation	$ 100.00
Redlin-Ertz Funeral Home	Monetary	Rural Safety Days Donation	$ 100.00
Mittelstaedt Sports & Marine	Monetary	Rural Safety Days Donation	$ 100.00
Jay's Power Center	Monetary	Rural Safety Days Donation	$ 100.00
Mid-State Equipment	Monetary	Rural Safety Days Donation	$ 100.00
Meyer Oil & LP	Monetary	Rural Safety Days Donation	$ 150.00
Hartje Lumber, Inc.	Monetary	Rural Safety Days Donation	$ 100.00
Sauk County Assoc for Home & Community Education	Monetary	Rural Safety Days Donation	$ 300.00
Kraemer Brothers	Monetary	Rural Safety Days Donation	$ 100.00
Grede LLC Reedsburg	Monetary	Rural Safety Days Donation	$ 100.00
Herb Kohl Philanthropies	Monetary	Rural Safety Days Donation	$ 250.00
Scott Construction	Monetary	Rural Safety Days Donation	$ 500.00
SSM Health	Monetary	Rural Safety Days Donation	$ 500.00
Sauk County Farm Bureau	Monetary	Rural Safety Days Donation	$ 500.00
Sauk Prairie Health Foundation	Monetary	Rural Safety Days Donation	$ 500.00
Deferred Prior Yr Donations	Monetary	Rural Safety Days Donation	$ 11,470.64
Geri Peterson	Monetary	NFP Donation	$ 180.00
Gwen Finnegan	Diapers	NFP Donation	$ 123.00
Gwen Finnegan	Diapers	NFP Donation	$ 64.00
Gwen Finnegan	Diapers	NFP Donation	$ 188.00
WCCU Credit Union	Monetary	Seal A Smile Donation	$ 200.00
Eagleview Dental	Monetary	Seal A Smile Donation	$ 50.00
COMPEER Financial	Monetary	Seal A Smile Donation	$ 1,000.00
Reedsburg Lions Club	Monetary	Seal A Smile Donation	$ 300.00
Lakeside Foods, Inc	Monetary	Seal A Smile Donation	$ 100.00
Sauk County Retired Educators Assn.	Monetary	Seal A Smile Donation	$ 100.00
Lands End	Monetary	Seal A Smile Donation	$ 250.00
Viking Village Inc.	Monetary	Seal A Smile Donation	$ 1,625.00
Hartje Lumber, Inc.	Monetary	Seal A Smile Donation	$ 250.00
Daniel Hardman	Monetary	Seal A Smile Donation	$ 100.00
Jay's Power Center	Monetary	Seal A Smile Donation	$ 250.00
Mittelstaedt Sports & Marine	Monetary	Seal A Smile Donation	$ 250.00
		TOTAL DONATED TO HEALTH DEPARTMENTS:	$ 20,953.43

Human Services

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Wagner Foundation	Monetary	To support consumer and family needs enrolled in services	$ 5,000.00
Teresa Bass	Christmas items	Commmunity Support Program, Child Protection and Human Services Reception waiting room	$ 346.50
Culvers	10 free kids meals and 10 free one scoop custard coupons	Child Protection	$ 100.00
Jolan Berg	10 coats	Human Services consumers	$ 175.00
Anonymous	Suitcases	Child Protection	$ 150.00
Anonymous	$25.00 Amazon Gift Card	To purchase board books for Birth to 3 families	$ 25.00
Anonymous	10 pairs of work boots and 7 jackets	Human Services consumers	$ 200.00
Anonymous	1 twin bed, box spring, frame, mattress and 1 double bed, box spring, frame and mattress	Human Services consumers	$ 400.00
Anonymous	Coffe pot	Community Support Program	$ 30.00
Sue Wobschall and St. Peters Lutheran Church	Gift Cards	Child Protection	$ 840.00
Anonymous	DVD's	Community Support Program lending library	$ 40.00
Brigette Chizek	Snacks/food, craft supplies, Bingo and other prize supplies	To support group services	$ 550.00
Anonymous	fruit snacks/crackers/granola bars	Youth Justice Incentives	$ 200.00
Sarah Boehmer	School Supplies	CPS consumers	$ 75.00
Mary Anderson	Craft Supplies	Group Services	$ 75.00
		TOTAL DONATED TO HUMAN SERVICES:	$ 8,206.50

Health Care Center (HCC)

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Jane Nobs	Holiday decorations	Resident Enjoyment	$ 250.00
Sauk County HCC Foundation	Eyeclick Obied Joy game system	Resident Enjoyment/therapy	$ 4,790.00
Sauk County HCC Foundation	Easter Candy	Resident Enjoyment	$ 700.00
Butch & Patty Dix	Easter Candy	Resident Enjoyment	$ 120.00
Primax Reedsburg employees	Easter Candy & Stickers	Resident Enjoyment	$ 300.00
Peggy Connors	Craft supplies, decorations,	Resident Enjoyment	$ 200.00
Anonymous	Small homemade quilts	Resident Enjoyment	$ 100.00
Klemm Family	Easter baskes, decorations, candy, quills	Resident Enjoyment	$ 250.00
Allen Schoonover	Candy bags for residents	Resident Enjoyment	$ 75.00
Connie Saarinsbury & Carol Nachreine	24 Quilated lap blankets	Resident Enjoyment	$ 750.00
Chuck Connors	Flowers for gardens	Resident Enjoyment	$ 50.00
Allen Schoonover	Crafts	Resident Enjoyment	$ 50.00
Woodland Valley Green House	Flowers for gardens	Resident Enjoyment	$ 350.00
Stephanie Steiner	New England Christmas village & accessories	Resident Enjoyment	$ 690.00
Anonymous	Craft supplies	Resident Enjoyment	$ 50.00
Primax Reedsburg employees	80 cupcakes	Resident Enjoyment	$ 100.00
Jean Pinksten Sewing Group	Handmade pillowcases	Resident Enjoyment	$ 125.00
Jean Pinksten Sewing Group	30 lap quills	Resident Enjoyment	$ 400.00
The Watson Family	Lotion, body wash, ornaments	Resident Enjoyment	$ 150.00
Joanne Simons	Wreaths for resident doors 25	Resident Enjoyment	$ 150.00
Anonymous	Lotion, body wash, zipper bags	Resident Enjoyment	$ 50.00
Bjorklund	Monetary	Darleen Knudson Memorial	$ 50.00
Horkan	Monetary	Darleen Knudson Memorial	$ 50.00
Thurs	Monetary	Darleen Knudson Memorial	$ 50.00
Olson	Monetary	Darleen Knudson Memorial	$ 50.00
Sobek	Monetary	Darleen Knudson Memorial	$ 25.00
Doering	Monetary	Darleen Knudson Memorial	$ 25.00
Horkan	Monetary	Darleen Knudson Memorial	$ 25.00
Cornell	Monetary	Red Fry Memorial	$ 50.00
Dargel	Monetary	Red Fry Memorial	$ 20.00
Epic Systems	Monetary	Darleen Knudson Memorial	$ 100.00
Rice Lake Warriors	Monetary	Darleen Knudson Memorial	$ 50.00
Jeanette Jessop	Monetary	L Borleske Memorial	$ 30.00
Barb Fish	Monetary	Elizabeth Gates Memorial	$ 20.00
		TOTAL DONATED TO HEALTH CARE CENTER:	$ 10,245.00

Land Resources & Environment (LRE)

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
St. Peters Lutheran Church	Monetary Donation	Horse Campground Improvements	$696.43
Anonymous	Trees (4)	Landscaping at Great Sauk State Trail Parking Lot in Town of Prairie du Sac	$ 2,000.00
Grassland 2.0	Monetary Donation	Greg Judy Conservation Workshop	$ 1,000.00
		TOTAL DONATED TO LRE:	$ 3,696.43

CASH	$ 120,427.42
ITEMS	$ 18,403.24
VOLUNTEER TIME	$ 318,493.31
GRAND TOTAL	$ 457,323.97
	$ 0.00

RESOLUTION # 13 -2023

Resolution Designating the Week of April 17th through April 21st, 2023 as "Work Zone Safety Awareness Week in Sauk County"

Resolution offered by the Highway Committee

BACKGROUND:
In 1999 the Federal Highway Administration (FHWA) partnered with the American Association of State and Highway officials (AASHTO) and more recently with the American Traffic Safety Services Association (ATSSA) to create the National Work Zone Safety Awareness Week campaign, held annually in April prior to the construction season for much of the nation. The Wisconsin County Highway Association is asking all seventy-two (72) counties in the state to unite and kick-off "Work Zone Safety Awareness Week" with a resolution and campaign to raise awareness for its' workers and those of various highway contractors performing work for the counties.

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

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Federal Highway Administration has designated the week of April 17th through April 21st, 2023 be designated as "Work Zone Awareness Week' in Sauk County with this year's theme "You Play A Role In Work Zone Safety. Work With Us", which focuses on awareness to all drivers in work zones of their speed and proximity to workers.

Approved for presentation to the County Board by the Highway Committee, this 21st day of March, 2023.

Consent Agenda Item: [X] YES [ ] NO

Fiscal Impact: [X] None [ ] 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: 03.15.2023.

Offered and passage moved by:

Brian Peper

Terry Spencer

Smooth Detter

Mike Flint

Kevin Schell

Fiscal Note: No Impact.

MIS Note: No Impact.

RESOLUTION # 14-2023

Resolution to Award a Contract for Pasture Expansion at the Sauk County Farm

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. The plan includes converting approximately 21.5 acres of cropland to rotationally grazed pasture at the farm.

LRE staff held a public bid opening on February 9, 2023 and received 1 competitive sealed bid. The most responsible, responsive bidder is Cutler Fence LLC. LRE believes it is in the best interest of Sauk County to enter into a contract with Cutler Fence LLC for a sum of $12,810.60 for pasture expansion at the Sauk County Farm.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for pasture expansion be awarded to Cutler Fence LLC for said improvements in the amount of $12,810.60 and the Sauk County Administrator is authorized to enter into a contract with Cutler Fence LLC for pasture expansion at the Sauk County Farm.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March, 2023.

Consent Agenda Item: [ ] YES [ ] 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: 03.15.2023

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: Soil and Water Resource Management grant funding from DATCP has been authorized to fund 50% of the project cost. The remaining balance is included in the 2023 LRE budget.

MIS Note: No information systems impact.

RESOLUTION # 15-2023

Resolution to adopt the Sauk County Farm Forest Stewardship Plan as an Appendix to the 2022-2042 Sauk County Farm Property Master Plan

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
The Sauk County Land Resources and Environment Department created the 2022-2042 Sauk County Farm Property Master Plan to ensure 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 demonstration, research and collaborative partnerships. The master plan is centered on the following goals: to create educational opportunities for Sauk County's current and future farmers through community partnerships; utilize the space for agricultural demonstration and research; and pay homage to the history and people of the property. The County Farm will become a space where educational institutions, non-profit organizations, public agencies, and any interested person in Sauk County can converge to learn about farming and train the leaders who will carry forward our community's agricultural legacy.

An objective of the Master Plan was to develop a long-term forest management plan for the 120 wooded acres on the property. As part of the 2023 Farm rental revenue, $3,000 were allocated for the creation of a Forest Stewardship Plan.

WHEREAS, Resolution No. 35-2022 adopting the 2022-2042 Sauk County Farm Property Master Plan was approved by the Sauk County Board of Supervisors on March 15, 2022; and,

WHEREAS, to facilitate the development of this plan, DNR cooperating forester Tom Hill Forestry LLC was contracted with on December 9, 2022 for a fee of $2,460; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby adopt the Sauk County Farm Forest Stewardship Plan, attached hereto as Exhibit A as an appendix to the 2022-2042 Sauk County Farm Master Plan.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21 day of March 2023.

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: 03.15.2023.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

DENNIS POLIVKA

ROBERT SPENCER

VALERIE MCAULIFFE

LYNN EBERL

RANDY PUTTKAMER

Fiscal Note: The 2023 LRE Budget has $3,000 of funds designated for this project.

MIS Note: No Impact

RESOLUTION # 16-2023

Resolution to Authorize Participation in the State of Wisconsin Motorized Recreation Grant Programs for Snowmobile Trails, ATV/UTV Trails and Off-Highway Motorcycle Events

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County annually participates in maintaining, acquiring, insuring and developing lands for public motorized trail and event use and these public motorized trails and events are eligible for grant funds through the Wisconsin Department of Natural Resources (DNR). These programs fund 100% of the cost for the acquisition, development, insurance and maintenance of public trails and events. Funding for the programs comes from registration fees, a portion of tax on gasoline and user fees. Grant applications must be submitted by the local governing body to the DNR.

The development, maintenance, grooming and event planning of the snowmobile, all-terrain vehicles/utility task vehicles (ATV/UTV) and off-highway motorcycle (OHM) trails is managed through contracts with the Association of Sauk County Snowmobile Clubs, Sauk Ridge Runners, Inc. and Driftless Dual Sport Riders, attached as Appendix A, Appendix B and Appendix C, respectively.

There are currently 215.5 miles of funded snowmobile trail in Sauk County, funded at $300 per mile, with the grant program totaling $64,650. Currently, there are approximately 0.59 miles of ATV/UTV trail in Sauk County, funded at $800 per mile for summer use and $300 per mile for winter use, with the grant program totaling $649. There are no designated OHM trails in Sauk County, however, the OHM club annually hosts a riding event at an estimated cost of $1,925.

The Sauk County Land Resources and Environment Department (LRE) is primarily responsible for the financial administration of the grant programs. Other responsibilities include trail inspections, maintaining and updated contract with each club or association, applying for grant funding and verifying that all written and verbal permission from all landowners is obtained. Sauk County's existing liability insurance policy protects Sauk County's interest in providing snowmobile, ATV/UTV and OHM trails and events.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Parks Operations Coordinator and the Sauk County Land Resources and Environment Director, under the discretion of the Sauk County Land Resources and Environment Committee, be authorized to submit an application on behalf of the above mentioned clubs to the Wisconsin Department of Natural Resources for any financial aid that may be available, submit reimbursement claims along with supporting documentation within proper timeframe of project completion dates, sign and submit documents and take necessary action to undertake, direct and complete the approved projects.

BE IT FURTHER RESOLVED, by the Sauk Board of Supervisors, that the County Administrator be authorized to execute a Development, Maintenance and Grooming Contract with the Association of Sauk County Snowmobile Clubs (Appendix A), a Development and Maintenance Contract with the Sauk Ridge Runners, Inc. (Appendix B) and a Development, Maintenance and Event Contract with the Driftless Dual Sport Riders (Appendix C).

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March, 2023.

Consent Agenda Item: [ ] YES [ ] 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: 03.15.2023.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: Funding for the grant programs comes from snowmobile, ATV/UTV and OHM registration fees, a percentage of tax on gasoline and user fees. No County tax levy is used to fund the programs. The snowmobile grant program totals $64,650, the ATV/UTV grant program totals $649 and the OHM grant program totals $1,925.

MIS Note: No information systems impact.

RESOLUTION # 17-2023

Resolution to Award a Contract for Design and Engineering Services of the Educational Hub at the Sauk County Farm

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:
The Sauk County Land Resources and Environment Department created the 2022-2042 Sauk County Farm Property Master Plan to ensure 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 demonstration, research and collaborative partnerships. The master plan is centered on the following goals: to create educational opportunities for Sauk County's current and future farmers through community partnerships; utilize the space for agricultural demonstration and research; and pay homage to the history and people of the property. The County Farm will become a space where educational institutions, non-profit organizations, public agencies, and any interested person in Sauk County can converge to learn about farming and train the leaders who will carry forward our community's agricultural legacy.

As part of the Master Plan process for the Sauk County Farm, an area was designated as a future educational hub for indoor/outdoor events, programming, recreational trails, community gardens, and habitat restoration. As part of the 2023 LRE Budget, $75,000 of general funds were included for the design of this area.

WHEREAS, Resolution No. 35-2022 adopting the 2022-2042 Sauk County Farm Property Master Plan was approved by the Sauk County Board of Supervisors on March 15, 2022; and,

WHEREAS, to facilitate the development of this area, a Request for Proposals (RFP) for landscaped architectural design was advertised on February 6, 2023; and,

WHEREAS proposals were received by the deadline and evaluated against the criteria in the RFP (Exhibit A); and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby award a contract for the design and engineering of the educational hub at the Sauk County Farm to Snyder & Associates in the amount of $45,000 for base scope of services with an additional $1,000 for lighting design, as shown in the proposal (Exhibit B); and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the County Administrator to enter a contract with $46,000 for the design and engineering of the educational hub at the Sauk County Farm.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21 day of March 2023.

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: 03.15.2023.

Offered and passage moved by: Land Resources and Environment Committee

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

DENNIS POLIVKA

ROBERT SPENCER

VALERIE MCAULIFFE

LYNN EBERL

RANDY PUTTKAMER

Fiscal Note: The 2023 LRE Budget has $75,000 of funds designated for this project.

MIS Note: No Impact

RESOLUTION # 18-2023

Resolution Authorizing the acquisition of one ESRI ArcGIS Desktop Software User License

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County has entered into agreement with the State of Wisconsin to participate in the implementation of the State's Next Gen 911 (NG911) network. Through participation in this agreement, Sauk County has obtained a grant from the Wisconsin Department of Military Affairs for the purpose of preparing our GIS address data for use with the NG911 platform. This resolution is for the purchase of an additional ArcGIS Desktop License needed to facilitate the preparation of the County's GIS data for use with the new platform.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the acquisition of an ArcGIS Desktop Advanced Concurrent Use Perpetual License, at a cost of $11,781, be hereby approved; and

BE IT FURTHER RESOLVED, that the Sauk County MIS Director is delegated the authority to enter into this agreement on behalf of Sauk County. Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March 2023.

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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 03.15.2023.

Offered and passage moved by Land Resources and Environment Committee:

Marty Krueger

Peter Kinsman

Brandon Lohr

Lynn Eberl

Robert Spencer

Dennis Polivka

Valerie McAuliffe

Randall Puttkamer

Fiscal Note: Funds for the acquisition of this license will be provided for by a grant from the Wisconsin Department of Military affairs and the Sauk County Land Records Modernization

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(LRM) fund as follows:

Sauk County LRM Funds:	589.05
Wi Dept of Military Affairs:	11,191.95
	11,781.00

MIS Note: Proposed licensing is compatible with existing systems and infrastructure.

RESOLUTION # 19-2023

Resolution Authorizing the acquisition of services from Intrado Life and Safety for NG911 GIS Implementation

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County has entered into agreement with the State of Wisconsin to participate in the state implementation of the Next Gen 911 (NG911) network. Through participation in this agreement, Sauk County has obtained a grant from the Wisconsin Department of Military Affairs for the purpose of preparing our GIS address data for use with the NG911 platform. This resolution is for the purchase of the services necessary from our 911 system vendor, Intrado Life and Safety, for the evaluation and preparation of county GIS data for use with the new platform, and to provide GIS staff training.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the acquisition of services from Intrado Life and Safety for data conversion and staff training, at a cost of $36,326, be hereby approved; and

BE IT FURTHER RESOLVED, that the Sauk County MIS Coordinator is delegated the authority to enter into this agreement on behalf of Sauk County. Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March 2023.

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: 03.15.2023.

Offered and passage moved by Land Resources and Environment Committee:

Marty Krueger

Peter Kinsman

Brandon Lohr

Lynn Eberl

Robert Spencer

Dennis Polivka

Valerie McAuliffe

Randall Puttkamer

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Fiscal Note: Funds for the acquisition of these services are provided for by a grant from the Wisconsin Department of Military affairs and the Sauk County Land Records Modernization (LRM) 2023 budget as follows:

Sauk County LRM Funds:	1,816.30
Wi Dept of Military Affairs:	34,509.70
	36,326.00

JMH

MIS Note: Proposed data conversion does not impact existing MIS architecture and systems.

RESOLUTION # 20-2023

Resolution to Award a Contract for Snowmobile Trail Improvements

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County annually participates in maintaining, acquiring, insuring and developing lands for public motorized trail use and these public motorized trails are eligible for snowmobile grant funds. The Wisconsin Department of Natural Resources (WDNR) administers a grant program that is 100% funded for the acquisition, development, insurance and maintenance of public snowmobile trails. Funding for the program comes from snowmobile registration fees, a portion of tax on gasoline and user fees.

The April of 2021, the Sauk County Land Resources and Environment Department (LRE) applied for funding to rehab a snowmobile trail located in White Mound County Park. The trail travels on a hillside, causing severe erosion. Because of this erosion, the snowmobile trail groomer is not able to make it up the hill and it also creates a safety concern for trail riders. The DNR awarded Sauk County a reimbursement grant of $40,000.

LRE staff held a public bid opening on March 2, 2023 and received four (4) competitive sealed bids. The most responsible, responsive bidder is Judd Excavating, LLC. LRE believes it is in the best interest of Sauk County to enter into a contract with Judd Excavating, LLC for a sum of $23,960 for snowmobile trail improvements. A complete list of bids received is attached as Exhibit A.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for snowmobile trail improvements be awarded to Judd Excavating, LLC for said improvements in the amount of $23,960 and the Sauk County Administrator is authorized to enter into an Agreement with Judd Excavating, LLC for snowmobile trail improvements.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March, 2023.

Consent Agenda Item: [ ] YES [ ] 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: 03.15.2023.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: Grant funding of $40,000 has been awarded from the DNR and is in the 2023 Budget. No County tax levy is used to fund the improvements.

MIS Note: No information systems impact.

Exhibit A

Snowmobile Trail Improvements - Bids Received

Sauk County Land Resources & Environment Department

Request for Bids issued: Monday, January 30, 2023
Bids due: Thursday, March 2, 2023 at 12:00 PM
Bids opened: Thursday, March 2, 2023 at 12:15 PM

Contractor	Amount
CJP Excavating LLC	$ 32,600
Holtz Lime, Gravel & Excavating, Inc.	$ 35,250
Judd Excavating, LLC	$ 23,960
Meise Construction Inc.	$ 28,970

RESOLUTION # 21-2023

Resolution to Award a Contract for Equestrian Campground Improvements at White Mound County Park

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: White Mound County Park has an area that is designated as an equestrian campground and day use parking for equestrian trail users. In 2021, an inspection conducted by the Public Health Department found that the campground did not meet the standards required under ATCP 79 (campground code). The Sauk County Land Resources and Environment Department (LRE) was required to close the facility, until such time as the campground could be brought into compliance with code requirements.

As part of the Master Plan process for White Mound County Park, public sentiment was to pursue updates to the equestrian campground. As part of the LRE budget, $304,355 of ARPA funds were included for the design, engineering and reconstruction of the area.

Parkitecture + Planning, LLC was contracted to design and engineer the improvements. The project was released for bids, with three (3) bids received by the deadline and evaluated against the criteria in the Request for Bids. A complete list of bids received is attached as Exhibit A.

To reduce the financial impact, LRE staff will complete some of the improvements, which includes installation of highlines, signs, campsite markers, fire rings and picnic tables, contracting a well driller, assembly and installation of a mechanical building, construction of an enclosure fence and site restoration.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for equestrian campground improvements be awarded to Judd Excavating, LLC for said improvements in the amount of $221,830, and the County Administrator is authorized to enter into an Agreement with Judd Excavating, LLC for equestrian campground improvements.

BE IT FURTHER RESOLVED, that Sauk County LRE staff be approved to complete some of the improvements including installation of highlines, signs, campsite markers, fire rings and picnic tables, contracting a well driller, assembly and installation of a mechanical building, construction of an enclosure fence and site restoration.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March, 2023.

Consent Agenda Item: [ ] YES [ ] 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: 03.15.2023.

Offered and passage moved by:

MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary

LYNN EBERL

VALERIE MCAULIFFE

DENNIS POLIVKA

RANDY PUTTKAMER

ROBERT SPENCER

Fiscal Note: The 2023 LRE Budget includes $304,355 for said equestrian campground improvements.

MIS Note: No information systems impact.

Exhibit A

Equestrian Campground Improvements - Bids Received

Sauk County Land Resources & Environment Department

Request for Bids issued: Thursday, February 9, 2023
Bids due: Thursday, March 2, 2023
Bids opened: Thursday, March 2, 2023

Contractor	Amount
CJP Excavating LLC	$ 228,629.07
Holtz Lime, Gravel & Excavating, Inc.	$ 236,632.00
Judd Excavating, LLC	$ 221,830.00

RESOLUTION # 22-2023

Resolution Authorizing a contract with Panda Consulting for the Migration of Tax Parcel Map Data

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County currently maintains tax parcel map data in the ESRI ArcGIS System. Migrating from ArcGIS to ArcGIS Pro will provide significant benefits with regard to improved mapping procedures and capabilities. This process involves verification of existing data and migration of this verified data into the ArcGIS Pro parcel fabric model, a task requiring a specialized skill set. In past work with Panda Consulting, they have demonstrated their capabilities in this realm and are familiar with Sauk County's existing data and procedures.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the contract with Panda Consulting, for the migration of tax parcel map data, at a cost of $15,300, be hereby approved; and

BE IT FURTHER RESOLVED, that the Sauk County MIS Director is delegated the authority to enter into this agreement on behalf of Sauk County.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March 2023.

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: _____.

Offered and passage moved by Land Resources and Environment Committee:

Marty Krueger — Peter Kinsman

Brandon Lohr — Lynn Eberl

Robert Spencer — Dennis Polivka

Valerie McAuliffe — Randall Puttkamer

Fiscal Note: Funds for the migration of tax parcel data will be provided by Sauk County Land Records Modernization (LRM) 2023 Budget from 2022 carryforward funds. JMH

MIS Note: No Direct MIS Impact

RESOLUTION # 23-2023

Resolution to Award a Contract for the Hemlock Dam Replacement

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: The Hemlock Dam creates Hemlock Slough, located at Hemlock County Park, in the Town of LaValle, Sauk County, and was constructed in 1964 for recreational purposes. In 2018, the dam sustained damages during a flooding event. Subsequently, the Wisconsin Department of Natural Resources (WDNR) gave the Sauk County Land Resources and Environment Department (LRE) an Administrative Order to Repair or Abandon Hemlock Dam.

In 2019, the decision was made by the Sauk County Board of Supervisors to repair Hemlock Dam. Ayres Associates were contracted to design and engineer the replacement dam. As part of the LRE budget, $158,004 of ARPA funds are available and included for the replacement of Hemlock Dam.

The project was released for bids, with ___ bids received by the deadline and evaluated against the criteria in the Request for Bids. A complete list of bids received is attached as Exhibit A.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for the Hemlock Dam replacement be awarded to _____ for said replacement in the amount of $_____, and the County Administrator is authorized to enter into an agreement with _____ for the Hemlock Dam Replacement.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 21st day of March, 2023.

Consent Agenda Item: [ ] YES [ ] 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: 03.15.2023 .

Offered and passage moved by:

_____	_____
MARTY KRUEGER, Chair	PETER KINSMAN, Vice Chair
_____	_____
BRANDON LOHR, Secretary	LYNN EBERL
_____	_____
VALERIE MCAULIFFE	DENNIS POLIVKA
_____	_____
RANDY PUTTKAMER	ROBERT SPENCER

Fiscal Note: The 2023 LRE Budget includes $313,515 for the Hemlock Dam Replacement, which includes $158,004 of ARPA funds.

MIS Note: No information systems impact.

RESOLUTION # 24-2023

Resolution to Authorize the Director of Land Resources and Environment to Accept Multi-Discharge Variance Funding; and Amending the 2023 Budget

Resolution offered by the Land Resources and Environment Committee and Finance Committee

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

BACKGROUND: The Multi-Discharge Variance (MDV) program for phosphorus extends the timeline for Wisconsin Pollutant Discharge Elimination System (WPDES) permitted facilities complying with low-level phosphorus limits. In exchange, facilities commit to step reductions of phosphorus within their effluent and provide funding to address nonpoint sources of phosphorus from farm fields or other natural areas through the implementation of practices designed to improve water quality. Sauk County Land Resources and Environment Department can assist in the implementation of these practices.

In December 2022, the department submitted the paperwork necessary to participate in the MDV program and accept funding per Sauk County Resolution No. 108-2022. Actual funding amounts did not become available until January 1, 2023. The original MDV funding amount was anticipated to be $22,951; however, finalized funding amounts are now $139,095.12.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, to authorize the Director of Land Resources and Environment to accept multi-discharge variance funding and to:

- Submit watershed plans, annual reports, and other documentation required by the MDV Program to the State of Wisconsin Department of Natural Resources; and
- Enter into cost-sharing agreement with landowners/operators to install best management practices utilizing MDV funding.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that the 2023 Budget be amended to increase the Multi-Discharge Variance expenditure funded by municipal wastewater treatment facilities.

Approved for presentation to the County Board by the Land Resources and Environment Committee and Finance Committee, this 21st day of March 2023.

Consent Agenda Item: [ ] YES [ ] 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 X No _____ as reviewed by the Corporation Counsel, _____, Date: 03.15.2023.

Offered and passage moved by: **Land Resources and Environment**

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Lynn Eberl

Brandon Lohr, Secretary

Valerie McAuliffe

Robert Spencer

Dennis Polivka

Randy Putkamer

Finance Committee

Marty Krueger, Chair

Thomas Dorner

Lynn Eberl

Richard "Mike" Flint

Tim McCumber

Fiscal Note: The 2023 LRE Department Budget did include funding for the MDV program in the amount of $59,295. This included $22,951 of new funding and $36,344 of carryforward funds. As noted, an additional $116,144.12 is anticipated through the MDV program for Sauk County.

MIS Note: No information systems impact.

RESOLUTION # 25 -2023

Resolution to Purchase a TruNarc System with 2022 Carryforward Funds and Amend the 2023 Budget.

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND:
The Sheriff's Office would like to purchase a TruNarc System which is used for testing drugs without removing them from the packaging and/or containers. With the increased safety concerns of testing substances and the danger to the officers this equipment would allow in the field testing and prevent risk to the officers.

WHEREAS, the pricing for the equipment from Thermo Fisher Scientific is $39,350; and,

WHEREAS, 2022 carry forward funds are available for this purchase; and,

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby approve the purchase of the TruNarc system for $39,350 funded by carry forward funds.

Approved for presentation to the County Board by the Law Enforcement Committee and the Finance Committee, this 21st day of March, 2023

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 __X__ No _____ as reviewed by the Corporation Counsel, _____, Date: 03.15.2023 .

Offered and passage moved by:

Law Enforcement & Judiciary Committee	Finance Committee
John Dietrich	Marty Krueger
Kevin Schell	Thomas Dorner
Sheila Carver	Lynn Eberl
Delmar Scanlon	Richard "Mike" Flint
David Clemens	Timothy McCumber

Fiscal Note: Funds in the amount of $39,350 would be funded by 2022 carry forward funds.
MIS Note: No Impact.

RESOLUTION #26-2023

Resolution Authorizing to contract with TelCon Construction to update the Fiber Locating Stations for Sauk County fiber and to Amend the 2023 Budget

Resolution offered by the Property Committee and Finance Committee

BACKGROUND: Sauk County owns and maintains over 196 miles of fiber optic network cable and conduit throughout the county. There are approximately 420 vaults along the fiber route. At each vault is tracer wire and a marking post identify the Sauk County vault location. The tracer wire follows the fiber to allow locating services to mark the county's fiber when a ticket is generated through Digger's Hotline. The tracing wire and vault markers are original to the fiber networks 2005 installation. Modern marking poles and connection points are needed to ensure a strong locating connection at each of the county's vault. Sauk County wrote a request for bid for the labor to install new marking posts and test stations at each of the county's approximate 420 vault locations. Sauk County will directly purchase the parts needed for each test station and vault marker and provide to the contractor chosen to install. The original budgeted for the projects was $100,000.00. American Rescue Plan Act (ARPA) funds are planned to be used to complete the project. When the materials ($48,000.00) and labor ($117,600.00) bids came in, the total needed to complete the project is $165,600. Building Services is asking to also amend the current 2023 Building Services Capital Outlay budget to add $65,600 of American Rescue Plan Act (ARPA) dollars planned to the current budget of $100,000.

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

THEREFORE, BE IT RESOLVED THAT, the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to sign a contract with Telcom Construction to provide the labor at a cost of $117,600 to install County purchased fiber locating markers and tests stations at a cost of $48,000.

Approved for presentation to the County Board by the Property Committee & Finance Committee, this 21st day of March 2023.

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 X No ____ as reviewed by the Corporation Counsel, _____, Date: 03.15.2023.

Offered and passage moved by Property Committee:

Carl Gruber

Mark "Smooth" Detter

Joel Chrisler

Robert Spencer

Mike Anderson

Page 2, Resolution 26-2023

Mike Anderson

Finance Committee:

Martin F. Krueger

Lynn Eberl

Timothy McCumber

Thomas Dorner

Richard "Mike" Flint

Fiscal Note: $100,000 is currently budgeted in the Building Services capital projects budget, $65,600 of additional American Rescue Plan Act (ARPA) will be added to the capital projects budget to complete the Fiber Vault marking project

MIS Note: No Impact.

Sauk County Fiber Optic Vault Marking Project RFP	Base BID for Approx. 420 Vaults	Alt Bid price/vault	Sauk County Materials purchased	Total build price
Company				
Cable Com	$ 186,900.00	$ 445.00	$ 48,000.00	$ 234,900.00
Ray Zobel & Sons Inc.	$ 127,964.00	$ 305.00	$ 48,000.00	$ 175,964.00
Holtger Bros., INC.	$ 136,080.00	$ 324.00	$ 48,000.00	$ 184,080.00
J&R Underground	$ 415,800.00	$ 990.00	$ 48,000.00	$ 463,800.00
Elexco INC.	$ 180,350.00	$ 429.00	$ 48,000.00	$ 228,350.00
TelCom Construction LLC	**$ 117,600.00**	**$ 350.00**	**$ 48,000.00**	**$ 165,600.00**
GNJ Fiber	$ 207,050.00	$ 492.98	$ 48,000.00	$ 255,050.00