#### **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: <a href="http://www.wisconsinpublicnotices.org/">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">https://www.co.sauk.wi.us/legalnotices</a>.

## 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). Fortyone 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

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Consent Agenda Item: [ ] YES [ ] NO	
Fiscal Impact: None [] Budgeted Expenditur	e [] Not Budgeted
Vote Required: Majority = 2/3 Majority	2 = 3/4 Majority =
The County Board has the legal authority to adop	t: Yes <b>350</b> No as reviewed by
the Corporation Counsel,	, Date: _ <b>io.13.2072</b>
7 ( )	

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52 53 54	Offered and passage moved by:	County Board Chair Tim McCumber
55 56 57		Supervisor Bryant Hazard
58 59 60		Supervisor Marty Krueger
61 62 63 64		Supervisor Brandon Lohr
65 66 67		Supervisor Carl Gruber
68 69 70		Supervisor Bob Prosser
71 72 73 74 75		Supervisor Mark "Smooth" Detter
76 77	Fiscal Note: None July	
78	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 4<sup>th</sup>, 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 =	

52	The County Board has the legal authority to adopt: Yes X No as reviewe	ed
53	by the Corporation Counsel,, Date:	
54	10.11.2022	
55 56		
57	Offered and necessary mayord by	
58	Offered and passage moved by:  Timothy McCumber, Chair	
59	A last	
60	Colon La	
61	Supervisor John M. Deitrich	
62	$\mathcal{M}$ , $\overline{\leftarrow}V$	
63	1 Poten t. Augus	
64	Supervisor Marty Arueger	
65 66		
67	Supervisor Brian L. Peper	
68	Supervisor Brian L. Peper	
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70	Supervisor Carl Gruber	
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74 75		
75 76	Fiscal Note: Estimated per diem and mileage costs for 10-member Committee on Consolidation of Committees in \$10,800 and not our mently budgeted	1
77	of Committees is \$10,800 and not currently budgeted.	
78	MIS Note: None	

## RESOLUTION # 91-2072

#### 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
- 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.

52 53 54	Approved for presentation to the County Board by the Land Resources and Environment Committee, this 27 day of September, 2022	
55	Consent Agenda Item: [ ] YES [ ] NO	
56 57	Fiscal Impact: X None [ ] Budgeted Expenditure [ ] Not Budgeted	
58 59	Vote Required: Majority = 2/3 Majority = 3/4 Majority =	
60 61 62 63	The County Board has the legal authority to adopt. Yes X No as reviewed by the Corporation Counsel,, Date:	
64 65	Offered and passage moved by:	
66 67 68 69	Martin T. Lunger MARTY KRUEGER, CHAIR  PETER KINSMAN, VICE CHAIR	
70 71 72 73	LYNN EBERL DENNIS POLIVKA	
74 75 76	Valerie Audulife	_
77 78 79 80 81	BRANDON LOHR VALERIE MCAULIFFE  ROBERT SPENCER	
82 83 84	Fiscal Note: No impact. AM	
85	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 18<sup>th</sup> day of October 2022.

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

52 53 54 55 56 57 58 59 60 61 62	Offered and passage moved by: Land Resources and Environment Committee  MARTY KRUEGER, Chair  PETER KINSMAN, Vice Chair  DENNIS POLIVKA
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64 65	LYNN EBERL
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67	ROBERT SPENCER
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69 70	VALERIE MCAULIFFE
71	VALERIE MOADER LE
72 <sup>-</sup>	·
73	BRANDON LOHR
74 75	Kandall (titotames)
76	RANDALL PUTTKAMER
<i>7</i> 7	
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80 81	Fiscal Note: As the designated agent for Sauk County, Upper Sugar River Watershed
82 83	Association will receive allocated funds of \$13,058.86 on behalf of Sauk County directly from the Wisconsin Department of Natural Resources.
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85	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 <u>5.06</u> 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.

Committee this 11th day of October, 2022.	
Consent Agenda Item: [ ] YES [ ] NO	
Fiscal Impact: [ ] None	
Vote Required: Majority =34 Majority =34 Majority =	
The County Board has the legal authority to adop: Wes No reviewed by the Corporation Counsel,	as _, Date:
Offered and passage moved by:  John Deitrich	
Kevin Schell	
Shejla Garver ( )	
Delmar Scanlon	

Approved for presentation to the County Board by the Law Enforcement & Judiciary

David Clemens

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105	Fiscal Note: The current rate of \$17.00 per day does not incorporate the rise in prices for
106	the equipment or the staffing required for monitoring those out on the Electronic
107	Monitoring. The per day cost will be set based on the fixed and variable costs of the
108	program annually.
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110	MIS Note:

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## 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.

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### Ordinance Amendment offered by the Law Enforcement and Judicial Committee

BACKGROUND:

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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.

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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.

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## 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

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]:

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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.

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(b) A house of correction.

52	(c) A Huber facility under s. 303.09.
53	(d) A lockup facility, as defined in s. 302.30.
54 55	(a) Any officer or other person who does any of the following contrary to the rules
56	or regulations and without the knowledge or permission of the sheriff or other keeper of
57	the jail, may be penalized as provided in this chapter:
58	1. Delivers, procures to be delivered, or has in his or her possession with
59	intent to deliver to any inmate confined in a jail, any article or thing
60	whatever, with intent that any inmate confined in the jail shall obtain or
61	receive the same.
62	2. Deposits or conceals in or about a jail, or the precincts of a jail, or in any
63	vehicle going into the premises belonging to a jail, any article or thing
64	whatever, with intent that any inmate confined in the jail shall obtain or
65	receive the same.
66	3. Receives from any inmate any article or thing whatever with intent to
67	convey the same out of a jail.
68	(b) Any person who, contrary to the rules or regulations and without the knowledge
69 70	or permission of the sheriff or other keeper of the jail, has in his or her possession
70 71	with intent to retain for himself or herself any article or thing whatever.
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73	Sec. 11.16 - Violation of County Jail Rules
74	(1). Whoever violates any lawful rule made pursuant to state law governing the Sauk
75	County Jail or Huber Facility while within the same or the grounds thereof may be
76	penalized as provided in this chapter.
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78	Sec. <u>11.17</u> - Penalty.
79	The penalty for violating any section of this chapter shall be a forfeiture of not less than
80	\$10.00 nor more than \$1,000.00 together with court costs and fees prescribed by Wis.
81	Stats. § 814.63(1) and (2), penalty assessment imposed by Wis. Stats. § 165.87, jai
82	assessment imposed by Wis. Stats. § 53.46(1), and automation fee imposed by Wis.
83	Stats. § 814.635.
84 85	Sec 11.18 Enforcement.
86	(1) Actions under this chapter shall be prosecuted in the name of Sauk County by the
87	Sauk County District Attorney in the Circuit Court of Sauk County in accordance
88	with the provisions of Wis. Stats. ch. 778
89	(2) All actions under this chapter shall be commenced by the issuance and filing of a
90	citation prepared in accordance with Chapter 20 of the Sauk County Code of
91	Ordinances.
92	
93	
94	Approved for presentation to the County Board by the Law Enforcement and Judiciary
95	Committee this 11th day of October, 2022.
96	O LA LA MARIA E INFO TO INFO
97	Consent Agenda Item: [ ] YES [x ] NO
98	Figure Impact: Ly 1 Nano L. 1 Budgeted Evpanditure L. 1 Not Budgeted
99 100	Fiscal Impact: [x] None [] Budgeted Expenditure [] Not Budgeted
101	Vote Required: Majority = 2/3 Majority = ¾ Majority =
102	vote required. Wajority =
1 42	

103	The County Board has the legal authority to adopt: Yes X No as	
104		ate
105	October 18, 2022.	12
106	13	
107		
108	Offered and passage moved by:	
109	John Deitrich	
110		
111	91000	
112	Kevin Schell	
113		
114		
115	Delmar, Scanlon	
116	Sach 10 111	
117		
118	(Shella Carver	
119		
120	(Dave Comens	
121	David Clemens	
122		
123	., ., ( .	
124	Fiscal Note: No fiscal impact. //////	
125		
126	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

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, <u>Applicant</u>: Amos Miller; <u>Project Location</u>: Town of Ironton; <u>Current Zoning</u>: Exclusive Agriculture; <u>Proposed Zoning</u>: 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: <a href="http://www.wisconsinpublicnotices.org/">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">https://www.co.sauk.wi.us/legalnotices</a>.

## RESOLUTION # \_\_\_\_\_\_-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 15<sup>th</sup> day of November 2022.

Consent Agenda Item: [] YES [X]	NO		
Fiscal Impact: [X] None [] Budget	ted Expenditure [] No	ot Budgeted	
Vote Required: Majority =  The County Board has the legal aut by the Corporation Counsel,  Offered and passage moved by:	thority to adopt: Yes	, Date:	æd
	Kala	Smooth Detter Mike Flint	

Kevin Schell

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

## **Exhibit C**



Land Resources & Environment Department 505 Broadway, Ste. 248 Baraboo, Wisconsin 53913 Phone: (608) 355-3245

Fax: (608) 355-3292 www.co.sauk.wi.us

Applic on Accepted:	Sia a
Accepted By: Will	(4 · · · · · · · · · · · · · · · · · · ·
Petition Number: RE	Z-1/1/2 16:2002
Current Zoning:	Alaska
Proposed Zoning: A	
Committee Hearing Da	7 10-75 77
County Board Date:	しためるス
Supervisor District #:	5.3.1

### Zoning Map Amendment (Rezone) Application

*** (T)	ZJOHIH, IV	14 ) Timestament (2102021) 12pp	200
		General Information	
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		MCII a Home Phone:	08-985-8928
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mail Address: 5-355	8 Lakue	Pa. Lavague 1811 95771 CONTHONO.	
-mail Address:			
and And Land Mono.	1	Mille- Home Phone:	608-985-855
gent/Applicant Name: Flailing Address: F323	Panal		
mail Address:	+ Drimme	F RE 604.111, DOI: 35.11 CONT.	
Indii Address.		4	
		Site Information	
te Address: 5 - 3558	LaRue	Rd. Lavalle, Wi. 53941	
arcel ID: $022 - 0$		Ra. Lavani, wi. Jorgi	
roperty Description: NE		1/4 Section /5 , T/2 N, R 3 E,	
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	eland Floo	odplain Airport	
urrent Use: Agricu			
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xisting Structures/Improv	ements: Hou	se machine shed and	bacn
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Proposed Ordinance S	Section	Proposed Zoning/Use Descripti	on
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escribe specifically the r	nature of the re	quest (be sure to list all proposed uses of the proper	ty). What do you plan
o do? Please attach addi	itional sheets, it	necessary.	
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Refer to	CW Tit	en narrative	
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## General Application Requirements

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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 LRB.
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 and any farm land as the spot for building is in the yard and it will not be in any fields. The small family sur woodworking business will be across the driveway from
our house.
<u>Certification</u>
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.  Date: 4-26-22  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:

- The proposed map amendment is consistent with the overall purpose and intent of the zoning ordinance.
- 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.
- 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.
- 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.
- 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 293 anges of factors found valid by the LRE Committee.

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

Application Accepted: 5-12-22
Accepted By: Will C
Petition Number: REZ-Cyt 16-2020
Hearing Date:
Supervisor District #:

Fax: (000) 5		
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MAY U4 2022	onditional Use Permit Application	e a entre
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Co. APA	General Information	- 7° Ax - 1°
AND RESOURCE	General information	
	Home Phot	ne: 608-985-892
Property Owner Name: Am & S W.	() if let	
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E-mail Address:		9 10 10 10 10 10 10 10 10 10 10 10 10 10
		1 D 7 0 5 00 00
Agent/Applicant Name: Amos W	Miller, Home Phone	
Mailing Address: E3822 Bram	mer Rd Lable, W. 5394/Cell Phone	
E-mail Address:		***
L'indiritation		
	Site Information	
	D110 11110111111	
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Site Address: 5-3558 LaR	ue Rd. Lalque, WI. 00	The state of the s
Parcel ID: 022-0360	TIONES E	Sprinkly configeign
Property Description: NE 1/4 SW	1/4 Section 15, T/2 N, R 3 E,	Zoning:
Town of: Fronton		Zoning.
	oodplain Airport	125 S 125 T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Current Use: Agricultural		10 10 10 10 10 10 10 10 10 10 10 10 10 1
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Existing Structures/Improvements: He	ruse, machine shed ba	rn
		2,444
		TANKS OF THE SAME
	Proposed Use	
	110p0300 Obe	
	Description	
Applicable Ordinance Section		
7.040	Wood Fabrication	14.4
		The second second
Describe specifically the nature of the re Please attach additional sheets, if necess	quest (be sure to list all proposed uses of the property ary.	). What do you plan to do?
		. Supplie
see written	narrative	13.174
		( N. S.

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ļ	General Application Requirements
	Applications will not be accepted until the applicant has met with department staff to review the application an 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 deadle will be noticed for a specific hearing date/time.
Ì	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
	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, fur 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.
t }	Stormwater and Brosion Control Plan, if applicable.
f	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 tendanger the public health, safety, or general welfare of the occupants of surrounding lands.
	0.
19	¥.
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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 a 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.
Whather 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.
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 of the staff of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department of the Sauk County Land Resources & Environment Department Department of the Sauk County Land Resources & Environment Department Dep
purpose of collecting information to be used as part of the public healing process. I understand that the fee for this application is a non-refundable, regardless if the conditional use is approved or denied. I understand that the fee for this application is a non-refundable, regardless if the conditional use is approved for the project that those will require separate application
only for the conditional use request and it permits are required to the project with the strained to the applicant resulting in the
liention haing removed from the hearing agenda and the sublitude doddines will restain the
the if an batantists false or incorrect information has open molecular.
Applicant/Agent: /mg W. While Date: 4-26-25
7/ 2// 20/1
Property Owner Signature Line Walter Date: The Date:
At the public hearing, the applicant may appear in person or through an agent or an attorney of their choice. The
At the public hearing, the applicant may appear in person of an ought an agent of the application. All site plans, applicant/agent/attorney may present testimony, evidence and arguments in support of the application. All site plans, applicant/agent/attorney may present testimony, evidence and argument Department, will remain in the file, and will
applicant/agent/attorney may present testimony, evidence and arguments in applicant, will remain in the file, and will pictures, etc. become the property of the Land Resources & Environment Department, will remain in the file, and will subjust accord.

# Willen Marrative

The use of this building is ito build cabinets and for 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 or 3 man family business.

B. The plan is to buy rough cut kiln dried lumber and build cabinets and for cabinet parts and everything we sell will be custom built on site

As far as business activity: this again 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 horse power all of dust will be run through a dust collection system

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 tinished product to leave the shop

F. A. is on next page

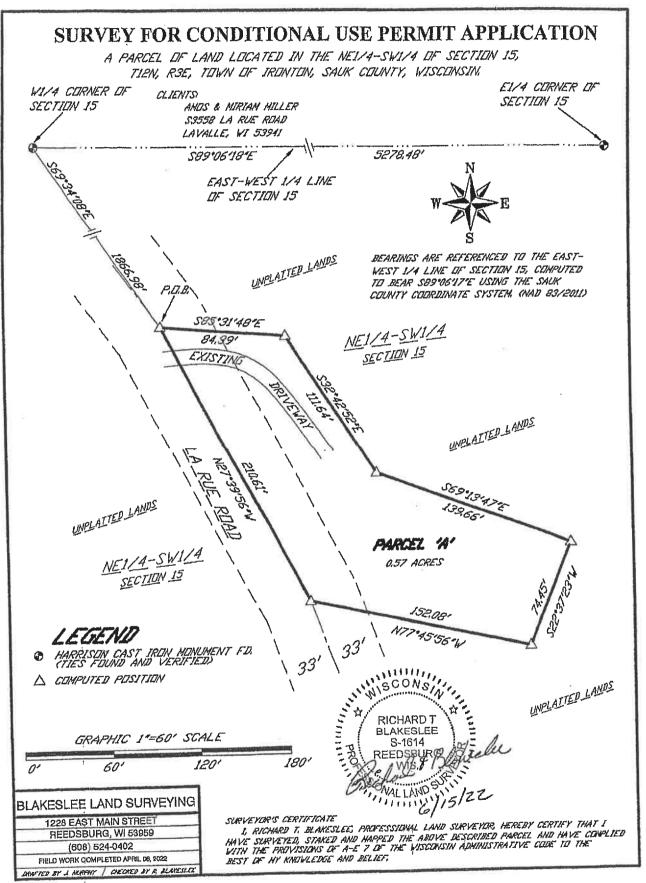
b. The closest running water is a creek appoximately 600' from site plan

C. This operation will be life 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 I driveways off of LaRue Road

F. e. Deliveries will come primarily by box trucks, and trucks will drive in them back out onto roadway or back in and drive out

F. This operation will have i minimal effect on traffic flow

As 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



## 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.





# **Accounting Department**

Lynn M Horkan PHONE: 608-355-3236 Finance Director FAX: 608-355-3522

505 Broadway, Baraboo, WI 53913 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 1/12<sup>th</sup> 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.

Sauk County Board of Supervisor September, 2022 3rd Quarter Financial Report – 75.00% of Year November 03, 2022 Page 2 of 4

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 7	Taxes as of Oc	tober 31, 2022	1,825,855	
0	ne Year Ago -	Uncollected T	Taxes as of Oc	tober 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 Ta	x Collected	9,172,923	9,383,467	9,460,672	8,890,889	11,636,263	8,495,449		
Sales Ta	x Budgeted	8,020,000	8,775,658	8,775,658	9,889,000	9,157,074	9,482,726		
	in Excess of  ) Budget	1,152,923	607,809	685,014	(998,111)	2,479,189	(987,277)		

Sauk County Board of Supervisor September, 2022 3rd Quarter Financial Report – 75.00% of Year November 03, 2022 Page 3 of 4

#### **Expenditures**

Expenditures for wages, salaries and benefits tend to be spread relatively evenly throughout the year, and it is generally reasonable to assume 1/12<sup>th</sup> 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.

			Favorable /	% of
Expenditures	Budget	Actual	(Unfavorable)	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:	Dec	ember 31, 2019	Dece	ember 31, 2020	Dec	ember 31, 2021	S	ept 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%

Sauk County Board of Supervisor September, 2022 3rd Quarter Financial Report – 75.00% of Year November 03, 2022 Page 4 of 4

**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

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	% of Budget		75.00%			46.72% D		:	74.12%	74.53%		499.32% E				0.00%		17.55%	č	80.01%	00.00	00.00		1 2	, ,	353.03%	19.79%			
	Favorable / (Unfavorable)		(\$1,145,632)	0	0	(1,403,390)	0	0	(12,941)	(1,084,609)	0	123,788	0	3,794	660,384	(38,000,000)		(40,858,607)	000	1,302,662	200,000	400,042,2	(056 464)	(930,104)	800'810'70	(15,182)	40,846,855			(\$11,752)
Public Works	Actual		\$3,436,897	0	0	1,230,652	0	0	37,059	3,173,220	0	154,788	0	3,794	660,384	0		8,696,793	6	2,529,984	2001,200	4,526,507	7000	4000,104	1,200,101	21,182	10,079,201		14.06%	(\$1,382,408)
	Budget		\$4,582,529	0	0	2,634,042	0	0	20,000	4,257,829	0	31,000	0	0	0	38,000,000		49,555,400		3,832,646	200,000,0	0,309,041	> 0	000000	38,880,000	6,000	50,926,056		32.57%	(\$1,370,656)
	% of Budget		75.00%	1	ı	27.87% C	87.03%	70.10%	71.76%	75.93%	ı	%00.0	1	81.63%	75.00%	1		69.21%		70.17%	02.4070	9201.99	í	1	72.04%	75.00%	69.44%			
Safety	Favorable / (Unfavorable) 9		(\$4,020,541)	0	0	(1,894,689)	(4,415)	(126,332)	(255,275)	(337,169)	0	(80)	0	(31,600)	(27,500)	0		(6,697,600)		3,393,589	1,459,250	B/9'cZc'L	> 0	5	645,461	27,500	7,031,465			\$333,865
Justice & Public Safety	Actual		\$12,061,622	0	0	732,012	29,625	296,168	648,641	1,063,711	0	0	0	140,400	82,500	0		15,054,680		7,982,821	3,273,722	2,974,571	<b>&gt;</b> •	0	1,663,178	82,500	15,976,823		22.28%	(\$922,143)
	Budget		\$16,082,163	0	0	2,626,701	34,040	422,500	903,916	1,400,880	0	80	0	172,000	110,000	0		21,752,280		11,376,410	4,712,880	4,500,249	0	0	2,308,639	110,000	23,008,288		14.72%	(\$1,256,008)
	% of Budget		75.00%	83.67%	* %65.68	22.94% A	135.57%	293.44%	78.11%	64.56%	1	259.67% B	86.26%	56.37%	667.95%	1		69.13%		65.09%	65.05%	80.36%	ł	1	20.99%	139.20%	49.96%			
rnment	rable / orable)		(\$793,282)	(121,390)	(987.277)	(3,926,053)	3,735	6,770	(117,751)	(1,053,716)	0	250,590	(94,625)	(29.374)	147 667	0		(5,128,142)		1,511,756	515,006	2,038,147	0	0	6,358,121	(403,216)	10,019,814			\$4,891,672
General Government	Actuai		(\$2.379.847)	621,805	8 495 449	1,168,829	14,235	10,270	420,274	1,919,604	0	407,535	594,200	37 944	173,667	0		11,483,965		2,819,220	958,737	3,104,038	0	0	1,689,244	1,431,889	10,003,128		13.95%	\$1,480,837
	Budget		(\$3.173.129)	743,195	9 482 726	5,094,882	10,500	3,500	538,025	2,973,320	0	156.945	688 825	67.318	2,2,12	000,02		16,612,107		4,330,976	1,473,743	5,142,185	0	0	8,047,365	1,028,673	20,022,942		12.81%	(\$3,410,835)
75 00%		Я	Revenues Property Taylor	Other Taxes	Calca Tax	Grants & Aids	licenses & Permits	Fines Forfeitures & Penalties	User Fees	Intercovernmental Charges	Donations	Inferest	Dont	Missellosogie	Transfers from Other Europe	Dona ( Note Droppede	DOING LINGERS	Total Revenues	Expenses / Expenditures	Wages & Salaries	Labor Benefits	Services	Dest Service - Principal	Debt Service - Interest	Capital Outlay	Transfers to Other Funds / Debt Issuance Costs	Total Expenditures	Functional Expenditures as % of	Total Expenditures	

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

<sup>\*</sup> 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

7000	_	Health & Human Services	Services		Conservation Development Recreation Culture & Education	velopment. Reci	eation, Culture	& Education		Totals		
/ 3.00%			ple /	÷			Favorable /	-	2	1	Favorable /	% of
	Budget	Actual	Actual (Unfavorable) %	% of Budget	Budget	Actual	(Unfavorable)	% of Budget	Budget	Actual	(Unitavorable)	Pnager
(												
Revenues	¢11 503 021	\$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	0000	C (2)	0	. 1	0	0	0	1	743,195	621,805	(121,390)	83.67%
Ourel Taxes	0 0	· c		1	0	0	0	ı	9,482,726	8,495,449	(987,277)	89.59%
Crante & Aide	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)	89.85%
Cines Forfaithree & Denaities	72,600	53,520	(19,080)	73.72%	6,500	9,754	3,254	150.06%	505,100	369,712	(135,388)	73.20%
Dan Fees	8.008,819	4,394,450	(3,614,369)	54.87% H	269,257	268,359	(888)	%29.66	9,770,017	5,768,784	(4,001,233)	59.05%
Intergovernmental Charges	204.240	62.466	(141,774)	30.58%	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%	200	0	(200)	%00'0	107,250	74,880	(32,370)	69.82%
pterect	20,000	32,143	12,143	160.71%	0	15	15	ı	208,025	594,481	386,456	285.77%
		0	0	ı	0	0	0	1	688,825	594,200	(94,625)	86.26%
Missellanguis	3 250	13.459	10.209	414.13%	22,500	15,827	(6,673)	70.34%	265,068	211,424	(53,644)	79.76%
Transform from Other Funds	1 028 673	771 505	(257, 168)	75.00%	0	0	0	1	1,164,673	1,688,056	523,383	144.94%
Bond / Note Proceeds	0	0	0	ı	0	0	0	1	38,000,000	0	(38,000,000)	%00.0
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	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%
l abor Renefits	7,451,793	4,346,701	3,105,092	58.33%	489,503	332,098	154,405	68.46%	15,766,398	9,897,492	5,868,906	62.78%
Seplies & 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	000'006	0.00%	0 (	0 (	0	1	120 672	1 061 202	(932 529)	824 73%
Debt Service - Interest	128,673	105,038	23,635	81.63%	0 007 700 7	204 062	080 407	%bb 22	52 579 939	5 362 307	47.217.632	10.20%
Capital Outlay	1,982,466	368,662	1,613,804	18.60%	1,361,469	381,062	300,407	8/ 56.17	25,0,0,0,0	100.0	1000	
Transfers to Other Funds / Debt Issuance Costs	20,000	152,484	(132,484)	762.42%	0	0	0	1	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	31 94%	44.25%			7.97%	5.47%			100.00%	100.00%		
				137								
	(\$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, \$2,756,489. G Retail food licenses of \$485,000 are largely received in April-June. 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

48,905,114 September 30, 2022 SAUK COUNTY FUND BALANCES GENERAL FUND TOTAL -1,396,088 2022 Net Income/Adj 50,301,203 December 31, 2021 (4,773) 12(3,8059) 12(3,8059) 14(2,019) 142(019) 147(4) 10(8,74) 10(8,74) 10(8,61,728) 10(8,61,728) 10(8,61,728) 10(8,61,728) 10(8,61,728) 10(8,61,728) 10(8,81,7 2,276,434 (13) (987,277) (655,989) 1 (0) (33,304) (674,101) (7,000) (1,483) 129,161 3,324 15,182 (4,345) 4,245 7,965 400,000 257,168 (660,384) 10,659,144 to Budget 46,492 26,542 136,824 Department Net 350,000 374,687 Favorable (Unfavorable) 75.01% 59.38% 23.90% 68.90% 51.92% 65.48% 64.78% 74.26% 81.03% 74.72% 74.72% 79.16% 74.88% 65.84% 117.16% 77.20% 77.20% 77.20% 62.65% 67.87% 48.06% 96.75% 60.31% 76.22% 33.79% 69.59% 75.00% 90.08% 89.59% 15.00% 100.12% 100.00% 77.45% 0.00% 100.00% 0.00% 25.87% 2683.22% 122.16% 353.03% 75.00% 102.77% 153,878 1,006,513 766,023 165,687 163,809 602,724 410,099 418,042 311,024 311,029 518,167 518,167 518,167 518,167 518,167 518,167 518,167 518,167 525,449 717,020 717,1020 717 189,451 655,672 630,061 323,832 1,974,844 291,929 517 134,161 18,324 21,182 31,813,767 8,495,449 115,763 95,861 215,541 23,241 114,386 9,090 2,414,330 Year-to-Date Revenues 6,829,302 1,355,330 96,373 221,742 206,926 804,953 515,184 634,983 346,105 712,10 719,725 77,203 30,027 2,294,306 3,294,308 3,34,728 677,724 9,482,726 771,752 95,744 215,540 23,241 147,690 674,101 9,090 49,110,053 2022 Revenue Budget Excluding 7,000 2,000 5,000 15,000 6,000 2,349,278 Carryforwards, or Fund Bal Use -9,105,736 72.30% (6.51%) (7.31%) (6.51%) (7.31%) (6.51%) (7.81%) 66.36% 66.58% 23.24% 46.56% 66.42% 34.68% 317.27% 100.02% 99.94% 0.00% 0.00% 100.00% 99.65% 86.94% 12.09% 75.00% % of 80.04% Budget 304,617 370,236 271,471 183,722 486,251 560,758 17,144 3,284,135 12,569,963 125,699 532,974 2,073,117 2,073,117 2,073,117 274,665 33,209,856 6,345 1,126 125,000 30,000 1,221,884 53,030 55,000 771,505 660,384 Year-to-Date 2,924,274 169,960 629,945 Expenses 212,671 1,355,330 221,742 221,742 206,928 955,544 515,184 729,196 226,52 671,210 866,425 70,021 96,63,51 17,707,095 227,997 301,027 30 2022 Expense Budget Excluding Addition to Fund Balance 1,292,556 1,057,544 30,000 413,520 449,265 7,546,484 426,360 61,165,285 60,995 455,000 1,028,673 350,000 374,687 3,653,690 75.00% TOTAL GENERAL FUND NON-DEPARTMENTAL SAUK COUNTY FINANCIAL REPORT (Unaudited) ransfer to Health Care Center (for debt service) Personal Property Aid Personal Property Aid - TIF Adjustments ransfer to Highway (for debt service) Management Information Systems Register of Deeds District Attorney / Victim Witness Corporation Counsel ransfer from Health Care Center and Resources & Environment Sale of County-Owned Property ransfer from Human Services Contingency Fund Remaining Justice, Diversion, & Support Indirect Cost Reimbursement American Rescue Plan Act Miscellaneous Expenses Charitable/Penal Fines, Misc Wisconsin River Rail Transit Sauk County Libraries JW-Baraboo / Sauk County General Fund Property Tax **TOTAL GENERAL FUND** Emergency Management Administrator Department / Account Title Percent of Year Complete Arts & Humanities Grants Miscellaneous Revenues Miscellaneous Sales Tax Contingency Fund Used County Clerk / Elections ransfer from Highway Environmental Health Extension Education Court Commissioner Register in Probate September 30, 2022 Outside Agencies County Sales Tax Shared Revenue n-County Airpart Arts & Humanities **Building Services** /eterans Service County 60 and Clerk of Courts Circuit Courts **Public Health** Child Support Computer Aid Accounting Personnel reasurer Surveyor Coroner Sheriff

SAUK COUNTY FINANCIAL REPORT (Unaudited) September 30, 2022	2022 Expense			2022 Revenue			Department Net	SAUK COI	SAUK COUNTY FUND BALANCES	LANCES
Percent of Year Complete 75.00%	Budget Excluding Addition	Year-to-Date	% of	Budget Excluding Carryforwards,	Year-to-Date	% of	(Unfavorable)	3		
Department / Account Title	to Fund Balance	Expenses	Budget	or Fund Bal Use	Revenues	Budget	to Budget	December 31, 2021	Income/Adj	September 30, 2022
Anima P. Dischilliu Bosource Conter	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
Aging & Disability Resource Cerrei	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
Human Services	110,000	82,500	75.00%	110.000	67,057	%96.09	(15,443)	0	-15,443	-15,443
Jan Fund	786 828	468 851	59.59%	701,600	564,111	80.40%	180,487	395,015	95,259	490,275
Land Records Modernization	110 969	60 194	54.24%	25,000	26,878	107.51%	52,653	4,771,799	-33,316	4,738,483
Landilli Remediation	11 100	9 186	82.76%	6,580	0	0.00%	(4,666)	44,386	-9,186	35,200
Drug Setzures	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
	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
HEALTH CAKE CENTER FUND	20, 221, 21	2000								
Lichmon	50.410.400	200'686'6	19.82%	49,530,400	8,669,915	17,50%	(439,092)	15,014,005	-1,319,092	13,694,913
Marway.	008'69	60,166	86,20%	135,454	61,797	45.62%	(64,023)	442,165	1,631	443,796
insulance 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
310										

	Hwy Principal Payment is Due Each April 1
50,985,000	HCC Principal Payments are Due Each October 1
45,000,000	2022 Highway Bonds (2041)
1,005,000	2019 HCC Refunding Bonds (2023)
4,980,000	2017 HCC Refunding Bonds (final payment 2027)
LANCE	CURRENT DEBT PRINCIPAL BALANCE
LANCE	CIRPENT DERT PRINCIPAL BA

GENERAL FUND BALANCE DETAIL	December 31, 2021	2022 Net Income/Adj	September 30, 2022	
Nonspendable - Inventories	23,504	0	23,504	
Nonspendable - Prepaid Items	51,733	0	51,733	2017 HC
Nonspendable - Long-Term Receivable (Delinquex	1,141,852	0	1,141,852	
Nonspendable - Interfund Receivable (Tri-County x	271,909	٥	271,909	
Assigned - Contracts in Progress (Encumbrances x	1,474,323	٥	1,474,323	
Assigned - Carryforward Funds X	2,752,749	0	2,752,749	HCC Pri
Assigned - Highway Facility/Fourment	5,000,000	0	5,000,000	
Assigned - Subsequent Yr Budgeted Fund Bai Us x	7,776,737	0	7,776,737	
*I Inassigned - Working Capital	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	

# 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.

(STH LIOVEWIZEN, 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 = \_\_\_\_

52	The County Board has the legal authority to	adopt: es X No Date:	as reviewed
53	by the Corporation Counsel,	, Date.	
54 55	10.11.2022		
22	•	1-12/	
56		/ SMITTER //	
57	Offered and passage moved by:	Carrie Comment	
58		Timothy McCumber, Chair	
59		110 M2 16	
60	8	10000	
61		Supervisor John M. Deitrich	
62		M + FV	
63		1 pour l. Alligh	
64		Supervisor Marty Arueger	ē.,
65	<	X - TIN	Λ
66		DWOX 10	
67		Supervisor Brian L. Peper	
68			
69			1
70		Supervisor Carl Gruber	
71			
72			
73			
74			
75	Fiscal Note: Estimated per diem and mileage co	osts for 10-member Committee on C	onsolidation
76	of Committees is \$10,800 and not currently bud		
77		2 VIEW	
78	MIS Note: None		

e = 15 - 2

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 # 101-2011

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 = \_\_\_\_ 3/4 Majority = \_\_\_\_\_

•	
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	
daeted, the excess collections will be me	collection is projected to be \$1.5 million groved to General Fund Balance. The remassignment is well above the amount req

1 2 3	GENERAL CODE OF SAUK COUNTY, WISCONSIN ORDINANCE AMENDMENT # 13-2011
4 5 6 7	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.
8 9	Ordinance Amendment offered by Executive & Legislative Committee
10 11 12 13	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.
14 15 16 17 18	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.
20 21 22 23	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.
24 25 26 27 28 29	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)
30 31 32	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)
33 34 35 36 37 38 39	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.
40 41 42 43 44	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]:
45 46	(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

Approved for presentation to the County Board by the Executive & Legislative

Clerk pursuant to changes in the state statute.

Committee this 15th day of November, 2022.

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52 53	Consent Agenda Item: [ ] YES [x ] NO
54	Fiscal Impact: [ ] None [ ] Budgeted Expenditure [ x] Not Budgeted
55	Vote Required: Majority = 2/3 Majority = 3/4 Majority =
56	
57	The County Board has the legal authority to adopt: Yes No as
58	reviewed by the Corporation Counsel,
59	11.09.2022
60	
61	
62	Offered and passage moved by:
63	Supervisor Tim McCumber
64	The state of the s
65	
66	Supervisor John Deitrich
67	$\mathcal{M} = \mathcal{F} \mathcal{V}$
68	1 Rutin 1. Ruige
69	Supervisor Marty Krueger
70	Supplied the supplied to the s
71	- NOT !
72	Supervisor Brian Peper/
73	$\sim 1.0$
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75	Supervisor Carl Gruber
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79	
80	Fiscal Note: Waivers issued thru September of 2022 total 69. It is anticipated that the
81	amount of waivers issued for 2023 will be less, as the state has changed the waiting
82	period from 5 days to 3 days for an expedited marriage license effective July 1, 2022.
83	Amount of additional revenue generated estimated to be no more than \$500.00.
84	V ·
V 4	MIC Noto: Nono

MIS Note: None.

# RESOLUTION # 102 - 2012

## 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 (adopt: Yes \_\_Y No \_\_\_\_ as reviewed by the Corporation Counsel, \_\_\_\_\_\_, Date:

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Offered and passage moved by
------------------------------

ROBERT PROSSER

JACOB ROXEN

Fiscal / MIS Note:		4		
	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/Commercia Insurance \$26,418
Physical Therapist	\$87,127	\$3,000	\$0	74% Levy \$64,474 26% Medicaid/Commercia Insurance \$22,653
Speech and Language Therapist (2.0 FTE)	\$199,316	\$0	\$0	74% Levy \$147,494, 26% Medicaid/Commercia Insurance \$51,822
Land Resources and Environment				
Parks Maintenance Technician	\$51,710	\$3,000	\$0	100% Levy, eliminated seasonal position to reduce cos by \$10,000
Public Health		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Community Health Worker	\$60,827	\$1,000	\$0	100% Grant

## 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: [	JYES [X]NO			
Fiscal Impact: [ ] None	[X ] Budgeted Expenditure	[] Not Bu	ıdgeted	
Vote Required: Majority				
The County Board has the by the Corporation Coun	he legal authority to adopt: \	∕es <u> <b>火</b> </u>	No, Date:	as reviewed

52	Offered and passage moved by:
53 54 55	Motion Flynger Wichard m. Hint
56	MARTIN F KRUDGER Chairperson RICHARD "MIKE" FLINT
57 58	41 ( )
59	The Man Marine
60 61	THOMAS DORNER TIMOTHY MCCUMBER
62	
63	Tym Elef
64	LYNN EBERL
65 66	v and the second
67	
68	Lugar
69	Fiscal Note: Passage of this resolution establishes the 2022 County Levy totaling
70 71	\$34,513,109.00, which is a portion of the total 2023 County Budget.
72 73	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, <u>Applicant</u>: HHCDA; <u>Project Location</u>: Town of Dellona; <u>Current Zoning</u>: Residential; <u>Proposed Zoning</u>: 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: <a href="http://www.wisconsinpublicnotices.org/">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">https://www.co.sauk.wi.us/legalnotices</a>.

## RESOLUTION # 103 - 2011

**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.

Veterans Service Office Committee, th	, , , ,	<b>3</b>
Consent Agenda Item: [X]YES []N	0	
Fiscal Impact: [X] None [] Budgeted	d Expenditure [ ] Not B	udgeted
Vote Required: Majority = X	2/3 Majority =	3/4 Majority =
The County Board has the legal anthor by the Corporation Counsel,  Offered and passage moved by:	Dennis Jolivka, Ch Thomas Dorner, Vi Bill Stenling, Secret	leblure
	Andrea Lombard	10000 UNAS - DI

Fiscal Note: None.
MIS Note: None.

329

Cindy Bodendein, Citizen Member

# RESOLUTION # 195 -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 [	INO
Fiscal Impact: [X] None [] Budge	eted Expenditure [] Not Budgeted
Vote Required: Majority =	2/3 Majority = 3/4 Majority =
The County Board has the the Corporation Counsel,	thorty to adopt: Yes X No as reviewed by Date: 12.13.262?
Offered and passage moved by:	Bryant Hazard, Supervisor  Joan Fordham, Supervisor
	Rebecca Klitzke, Supervisor

William H

William Higgins, Cttizen Member

52 53 54		Mana O Horka Dana Horkan-Gant, Citizen M
55 56		Cythia Bodunde .  Cindy Bodendein, Citizen Mem
57 58 59		Omay Bodendon, Onizer men.
60 61		
62 63 64		
65 66		
67 68 69	Fiscal Note: No Fiscal impact.	
70	MIS Note: No information systems impact.	

# CR#55317 \$500° Rec.# 009765



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: 11 Accepted By: 14	114/22
Petition Number: 2	1-22
Current Zoning:	S=R
Proposed Zoning: //	PR
Committee Hearing Date:	12-27-22
County Board Date:	1/23
Supervisor District #:	

# Zoning Map Amendment (Rezone) Application

# General Information

n in a New Miles no		office Home Phone: (608) 374-1245
Property Owner Name: HHCDA Mailing Address: P.O. Box 73	Δ.	Cell Phone: ((608) 387-1043
E-mail Address: LEAUNE BULN	alad a backburn K.	200
E-mail Address: LEADAE, CALA	THEO WIND GIGGE	
1-5 .11 .5.12		Home Phone:
Agent/Applicant Name:	me	Cell Phone:
Mailing Address:		- Con i nono:
E-mail Address:		
	City Tu Commented	
	Site Information	i e
Winnebago He		huisian
Site Address: Lots 7151	6, ao ai, a5	
Parcel ID: W) : NNE BAGO H	rights Sub-di	N12101
Property Description: 505 1/4 NT	Section 15	T 13 N, R 5 E,  Current Zoning: Residential
Town of: Dellow A		Current Zonnig: 1025 1020 TAP
Overlay District: Shoreland F	loodplain Airport	
Current Use: Residentia	I single Family	<i>f</i>
4		
Existing Structures/Improvements:	rewer water	NATURAL GAS, Electric
	Proposed Zonin	
Proposed Ordinance Section	Pro	posed Zoning/Use Description
5ec 7.020	Multiple famil	y Residential Zoning District (nFR
700 1.0 0.0		
to do? Please attach additional sheet	s, if necessary.	roposed uses of the property). What do you plan
would like to	Change the	Rezoning to
Accomodate	B. Istino di	Rezoning to
HECOMODATE	ourraineg or	

# 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.
will be noticed for a precific bearing detections.
Completed Zoning Map Amendment Application Form.
level
\$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.
HEIGHT & Sub-division.
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.
allowed in the Exclusive Agriculture Zoning District and how the rezoning will not substantially impair or limit
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allowed in the Exclusive Agriculture Zoning District and how the rezoning will not substantially impair or limit



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: SPR
Proposed Zoning: MPR
Committee Hearing Date:
County Board Date:
Supervisor District #:3

# Zoning Map Amendment (Rezone) Application

#### General Information

	,	
Property Owner Name: HHCDA	office	Hemc-Phone: (608) 374-1245
Mailing Address: P.O Box 73		Cell Phone: (608) 337-1043
E-mail Address: Leaune Buen-	to a horchun K. som	
E-Ilian Addicss. Lenone , Garo-	TIELY CE TIES CITED IN	
Agent/Applicant Name:	~~ 6	Home Phone:
Mailing Address:	me	Cell Phone:
E-mail Address:		
	Site Information	
WINNELAGO HE	ights Sub-divis	ion)
Site Address: Lot 5 7 15 1	6 ao ai as	
Parcel ID: W) INNE BAGO H		2
Property Description: 500 4 NE	% Section 15 , T 13 N, I	R 5 E,
Town of: Dellow A		Current Zoning: Residential
Overlay District: Shoreland Fl	oodplain Airport	
Current Use: Residenta	Single Family	
	- 3 - 1	
Existing Structures/Improvements:	Proposed Zoning	iral gas, electric
	Proposed Zoiting	
Proposed Ordinance Section	Proposed Zoni	ng/Use Description
Sec 7.020	multiple fam ly Res	idential zoning District (MFR
110		
to do? Please attach additional sheets	request (be sure to list all proposed us, if necessary.  Change the Rez Building duplex	es of the property). What do you plan

# 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:

- The proposed map amendment is consistent with the overall purpose and intent of the zoning ordinance.
- 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.
- 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.
  - The rezoning is consistent with the Sauk County Comprehensive Plan.
  - 3. The rezoning is substantially consistent with the Sauk County Farmland Preservation Plan.
  - 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.

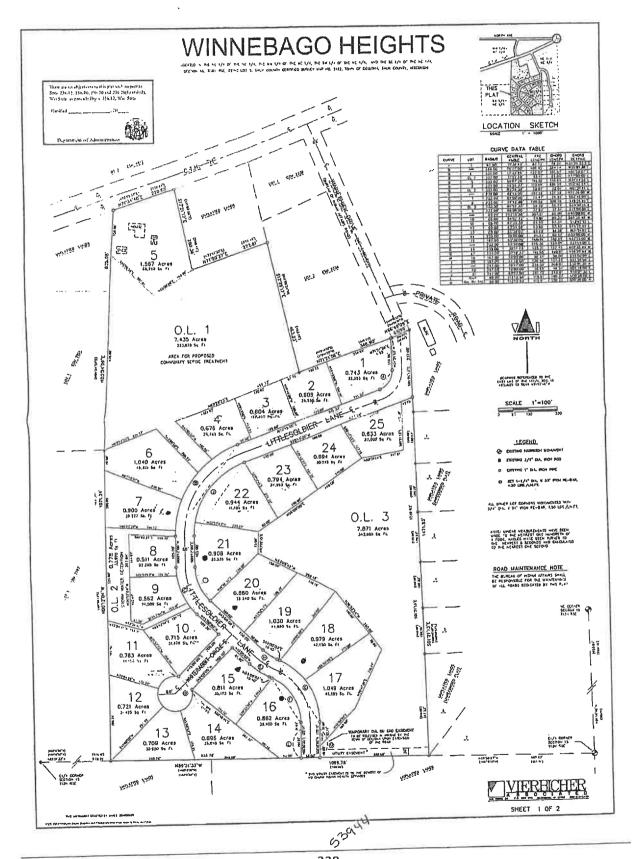
#### **Process**

- 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
- 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

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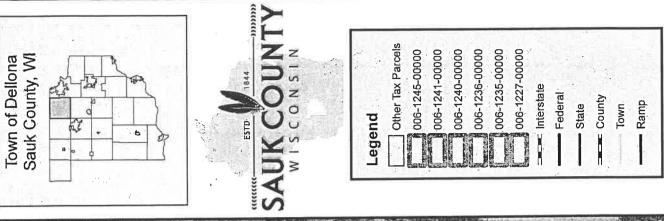


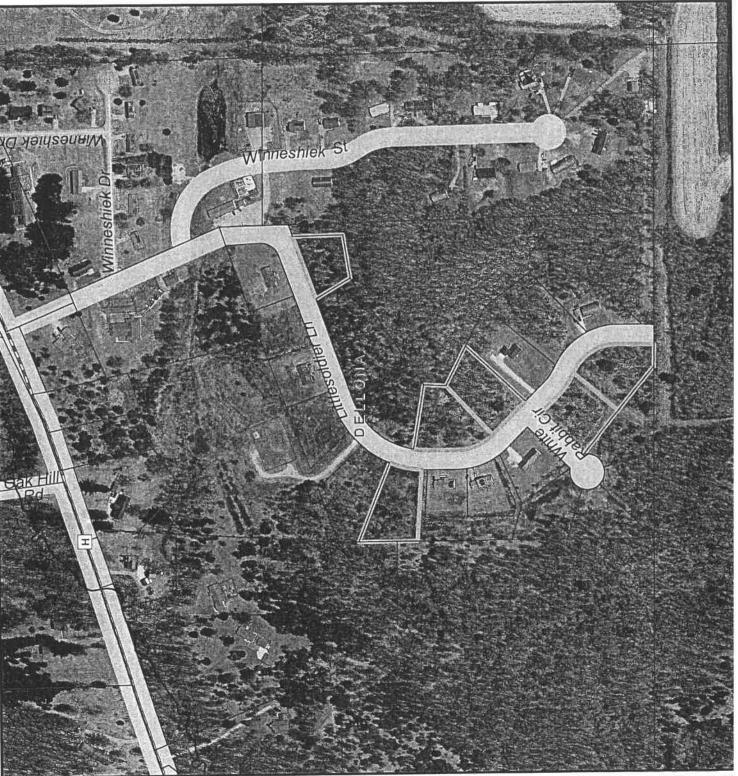
#### TOWN/COUNTY SCHEDULING FORM

(must be submitted as part of public hearing Application)

General Information:
Applicant: HHCDA Address: P.D Box 730
City, State, Zip: TOMAN WT 54660 Phone: (608) 374-1245
Site Address if different from mailing address: 1116 E MONOWAU St. TOMAN WI 54660
Property Owner: NHCDA Address: P.O BOX 730
City, State, Zip: Tomah WI 54660 Phone: (608) 374-12-45
#7-006-1227-00000 #16-006-1236-00000 #21-006-1241-00000 #25-006-1245-0000
Tax Parcel ID:
Legal Description: 5W 14, NE 14, Sec 15 T 13N N, R 5 E Subdivision: W. Nebago Heights Lot: Alexandra District: Town of Dellana Sank County
Subdivision: W. webago Heights Lot: AHENZONING District: Town of Dellowa Sank County
Property is located in: Floodplain: ☐ yes 🙉 no Shoreland: ☐ yes 🐼 no
Present Improvements: WATER, DEWER, WATER OF Proposed Use: We would like to Rezone
Present Improvements: WATER DEWCR DATERATOR Proposed Use: WE WOULD TIKE TO KEZONE
10t5 25,7,15,16, 21 a 20 to build duplexes
(I)(We) are applying to SI Sauk County Board of Adjustment
☐ 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 /1-14-22
Town Planning Commission //- /4- 22 Town Board //- /4-22
☐ Sauk County
Town Comments (if any):
faEbul 10-24-22
Town Clerk Signature Date Signed

## SAUK COUNTY LAND RESOURCES AND ENVIRO





Ho-Chunk Housing & Community Development Authority Property

#### OFFICE OF

#### SAUK COUNTY LAND RÉSOURCES 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 20<sup>th</sup> day of December, 2022.

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:

12.15.2-12

Offered and passage moved by:

Brian Pèper

Terry Spences

Smeoth Detter

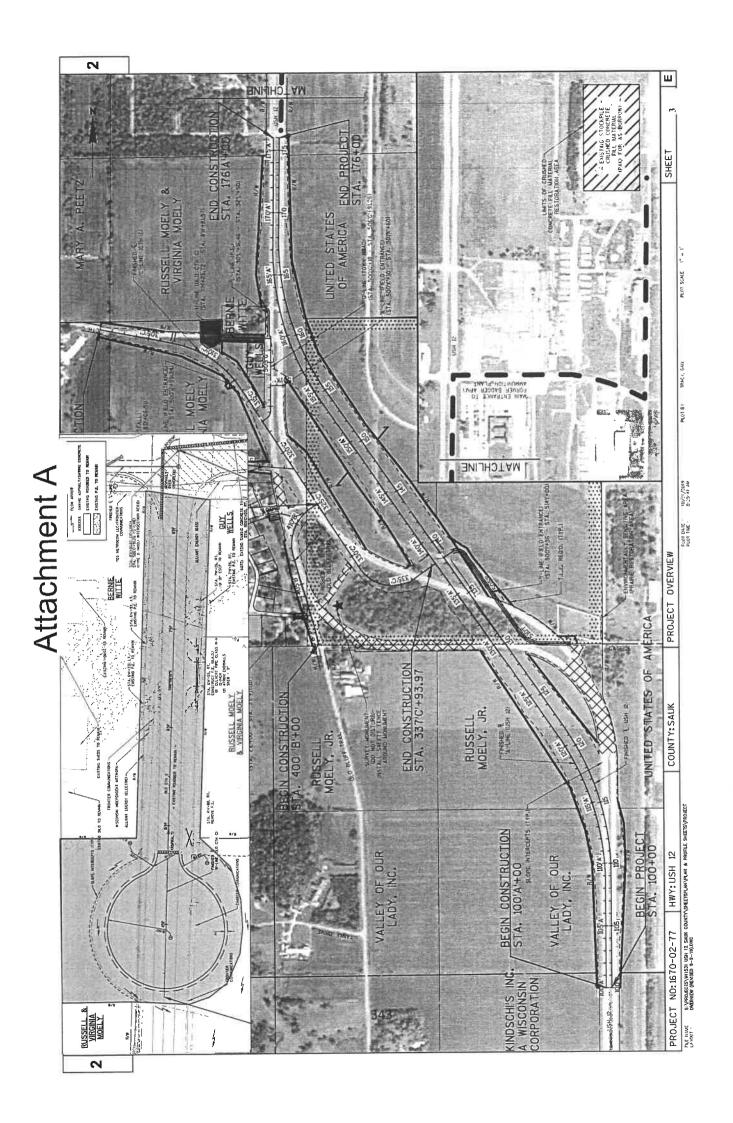
Mike Plnt

Kevin Schell

Fiscal Note: None

Consent Agenda Item: [X] YES [ ] NO

MIS Note: None



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### ORDINANCE AMENDMENT # 14-7017

GENERAL CODE OF SAUK COUNTY, WISCONSIN

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 1/4, SW 1/4, 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.

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53	Consent Agenda Item: [ ] YES [X] NO	
54 55	Fiscal Impact: [X] None [] Budgeted Expenditure	[ ] Not Budgeted
56 57	Vote Required: Majority = 2/3 Majority =	¾ Majority =
58 59 60 61 62	The County Board has the legal authority to adopt: Yereviewed by the Corporation Counsel,	No as, Date:
63 64	Offered and passage moved by:	
65 66 67 68	Matin T. Kuusu MARTY KRUEGER, CHAIR	PETER KINSMAN, VICE CHAIR
59 70 71 72	LYNN EBERL E	DENNIS POLIVKA
73 74 75		
76 77 78	BRANDON LOHR	VALERIE MCAULIFFE
79 80 81	ROBERT SPENCER	
82 83 84		
85 86 87 88		
89 90	Fiscal Note: No Fiscal Impact Just	
91 <sup>-</sup>	MIS Note:	

#### RESOLUTION # 109-2002

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 20<sup>th</sup> day of December 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:

52	Offered and passage moved by: Land F	Resources and Environment Committee
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61	Dennis Polivka	Valerie McAuliffe
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63	1/CC	randall tillamil
64	Brandon Lohr	Randall Puttkamer
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66		
67		ources and Environment Department budget shows
68		nding amounts depend upon participation of other
69	Counties in the watershed and will not be a	vailable until after January 1, 2023.
70		U Pool
71	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	O	
Fiscal Impact: [ ] None [X] Budgeted	d Expenditure [ ] Not Bu	udgeted
Vote Required: Majority =	2/3 Majority =	3/4 Majority =
The County Board has the legal authorby the Corporation Counsel, 13.13.13.13.13.13.13.13.13.13.13.13.13.1	ofily to adopt: Yes 🗶	_ No as reviewed , Date:

Offered and passage moved by: Land Resources and Environment Committee
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MARTY KRUEGER, Chair
MARTY KRUEGER, enall
PEJER KINSMAN, Vice Chair
DENNIS POLIVKA
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BRANDON LOHR
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/ 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)

				Evaluation Criteria	ria	
Bidder Name	Bid/acre	Bid/year	10% Annual Rent Check	Experience/Qualifications	Available Technology Accept/Reject Bid	Accept/Reject Bid
Perzborn, Marty	\$255.25	\$56,155.00	>	>	None available	Reject
Echo-Y-Inc	\$200.00	\$44,000.00	<b>&gt;</b>	*	`	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. <u>Mineral rights:</u> 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. <u>Mowing Operations:</u> 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. <u>Cold Storage Shed:</u> 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. <u>Conservation Practices:</u> 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. <u>Crop rotation:</u> All fields will be no tilled and follow the crop rotation identified in the approved conservation plan.
  - i. <u>Cover Crops</u>: 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. <u>Fall Seeded Crops:</u> 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. <u>Herbicide & Pesticide Use:</u> 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. <u>Crop Acreage Certification:</u> 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. <u>Requested Information:</u> 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

#### Sauk County Farm Cropland Lease 2023-2027

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:	25/10 ( 1/74)
Signed this of	Brent Miller, Administrator
ATTEST	
Signed this of	Rebecca Evert, County Clerk For Lessor

# NM1: Narrative and Crops Report

	Sauk County Farm 505 Broadway	27 Baraboo, 53913		Figure 1911 the state of the st	the second above on the person of the second
2021	Sauk C	2022-05-27	te: 2022-05-	sion 20.4 built on 2021-06-03	ata\Sauk Cou
Starting Year	Reported For	Printed	Plan Completion/Update Date: 2022-05-18	SnapPlus Version 20.4 built on 2021-06-03	C:\SnanPlus2\MvSnanPlusData\Sauk County Farm NMP.snanDb

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.

Jannual Farm Notes: No Annual Farm Notes

Spreader Calibration Methods: Custom applications, Equipment calibration

## Narrative and Crops:

Field Name	Field Acres	202.1	2022	2023	2024	2025	2026	2027	2028
60	21.9	Soybeans 7-10 inch Winter wheat (grain row with interseeded re No Till clover cover crop 46-55 No Till bulacre bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bulacre	Corn grain No TIII 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 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 graín 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

2028	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	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 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	Corn grain No Till 151-170 bu/acre
2027	Alfalfa None 4.6-5.5 ton/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	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bulacre bulacre bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
2026	Alfalfa Seeding Fall 1.0-2.5 ton/acre	Corn grain No Till 151-170 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain 151-170 bu/acre	Com grain No Till 151-170 bu/acre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bu/acre 61-80 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
2025	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bu/acre bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 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	Com grain No Till 151-170 bu/acre
2024	Soybeans 7-10 inch row No Till 46-55 bu/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	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	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
2023	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Com grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bu/acre bu/acre	Soybeans 7-10 inchrow No Till 46-55 bu/acre
2022	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/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	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Com grain No Till 151-170 bu/acre
2021	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 171-190 bulacre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bulacre bulacre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bu/acre bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bulacre
Field Acres	4.6	9.	9.5	0.		ω	e. 6
Field Name	101	102	103	<u>경</u>	105	106	107

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2028	Soybeans 7-10 inch row No Till. 46-55 bu/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bulacre
2027	Corn grain No Till 151-170 bu/acre	Com grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
2026	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Com grain No Till 151-170 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 151-170 bu/acre
2025	Soybeans 7-10 inch 'Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bulacre 61-80 bulacre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bu/acre bu/acre bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 torvacre	Winter wheat (grain +straw) No Till 61-80 bulacre	Alfalfa None 4.6-5.5 ton/acre
2024	Corn grain No Till 151-170 bu/acre	Com grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Affalfa None 4.6-5,5 ton/acre
2028	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Com grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre
2022	Soybeans 7-10 inch row No Till 46-55 bulacre	Soybeans 7-10 inch row No Till 46-55 bulacre	Soybeans 7-10 inch row No Till 46-55	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre
7021	Corn grain No Till 171-190 bu/acre	Corn grain No Till 171-190 bu/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre
Field Acres	8.3	9.1	5.8	2	2.5	2.8	2.8	3.1
Field Name	23	24	25	92 358	27	28	29	30

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2028	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/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	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
2027	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
2026	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Com grain No Till 151-170 bu/acre	Alfalfa Seeding Fall 1.0-2.5 ton/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Com grain No Till 151-170 bu/acre	Affalfa Seeding Fall No Till 1.0-2.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
2025	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain +straw) No Till 61-80 bulacre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
2024	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulace	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Com grain No TIII 151-170 bu/acre
2023	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Com grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/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 bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bufacre
7202	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None · 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bul/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bulacre	Soybeans 7-10 inch row No Till 46-55 bu/acre
2021	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 171-190 bu/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 171-190 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Com grain No Till 171-190 bu/acre
Field Acres	3.5	3.7	7.5	2.	7.3	4.9	3.4	15.5
Field Name	31	32	33	· 중	32	98	36	40

SaukCountyFarm

2028	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre
2027	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch Winter wheat (grain) row with interseeded red No Till clover cover crop 46-55 No Till bu/acre bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre
2026	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Com grain No Till 151-170 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No TIII 151-170 bu/acre	Alfalfa Seeding Fall No Till 10-2.5 ton/acre	Corn grain No Till 151-170 bu/acre
2025	Winter wheat (grain +straw) No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre
2024	Soybeans 7-10 inch row No Till 56-65 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre
2023	Corn grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre
2002	Soybeans 7-10 inch row No Till 46-55 bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bulacre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Affalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre
HZ02	Corn grain No Till 171-190 bu/acre	Corn grain No Till 171-190 bu/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Corn grain No Till 171-190 bu/acre	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre
Field Acres	5	11.4	4.1	2.3	10.9	3.9	1.6	8.
Field Name	14	45	48	. 360	20	25	53	75

05/27/2022

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2028	Alfalfa None 4.6-5.5 ton/acre	Com grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre
2027	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No TIII 61-80 bu/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Alfalfa None 4.6-5.5 ton/acre
2026	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre
2025	Winter wheat (grain +straw) No Till 61-80 bulacre	Corn grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre
2024	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	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
2023	Com grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre
2022	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Alfalfa None 4.6-5.5 ton/acre	Soybeans 7-10 inch row No Till 46-55 bulacre
2021	Corn grain No Till 171-190 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Corn grain No Till 171-190 bu/acre
Field Acres	4.4	4	4.7	3.7	4.5
Field Name	55	08	. <u>76</u>	ිස 361	66

Summary by Crop: NOTE: Yields calculated using the midpoint of the SnapPlus yield goal range for each crop.

Crops Grouped By Category		2021	202	2023	2024	2025	2026	2027	2028
Com grain	Acres	124	27	116	42	27	84	42	65
	bu	22,382	4,334	18,618	6,741	4,334	13,482	6,741	10,433
Soybeans 7-10 inch	Acres	35	112	27	. 116	42	27	84	42
row		1,768	5,656	1,364	5,858	2,121	1,364	4,242	2,121
Winter wheat (grain) with interseeded red dover cover crop	Acres	27 1,904	46 3,243	42 2,961	27 1,904	46 3,243	. 42 2,961	27 1,904	46 3,243

saukCountyFarm			S	napPlus Nar	SnapPlus Narrative and Crops Report	орѕ кероп		
Crops Grouped By Category		1,702	2022	2023	2024	2025	26 2027	2028
Alfalfa	Acres		37 187	37 187	37 187	37 187	70 354	70 354
Alfalfa Seeding Fall	Acres ton	37 65		er T	``	70 123	23	
Winter wheat (grain +straw)	Acres	11. 1. N. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.			2	70 4,935	objective of the following states of the sta	

#### 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 walve 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.

#### Exhibit C

- 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
- 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.

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**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.

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- **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:

\$1,000,000.00 General Aggregate \$1,000,000.00 Products-Comp/Op Agg Personal & Adv. Injury \$1,000,000.00 \$1,000,000.00 Each Occurrence \$1,000,000.00 Automobile: (Combined single limit) 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.
- Termination for Convenience. Upon seven (7) calendar days written notice delivered by first 5.25 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.
- Non-Appropriation of Funds. Sauk County intends to make all payments required to be made 5.26 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.
- Independent Vendor Status. Contractor holds itself out as an independent contractor. 5.28 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 Π, 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 # \10-2077

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 = 3/4 Majority =
The County Board has the legal authority to adopt: Yes No as reviewe by the Corporation Counsel,, Date:

Offered and passage moved by: Land Resources	s and Environment Committee
, and the second se	Plantin F. Kunger
<u> </u>	MARTY KRUEGER, Chair
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F	PETER KINSMAN, Vice Chair
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	RANDON LOHR

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)	
<u>Bidder Name</u>	<u>Bid/acre</u>	<u>Bid/year</u>
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<sup>1</sup>), 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

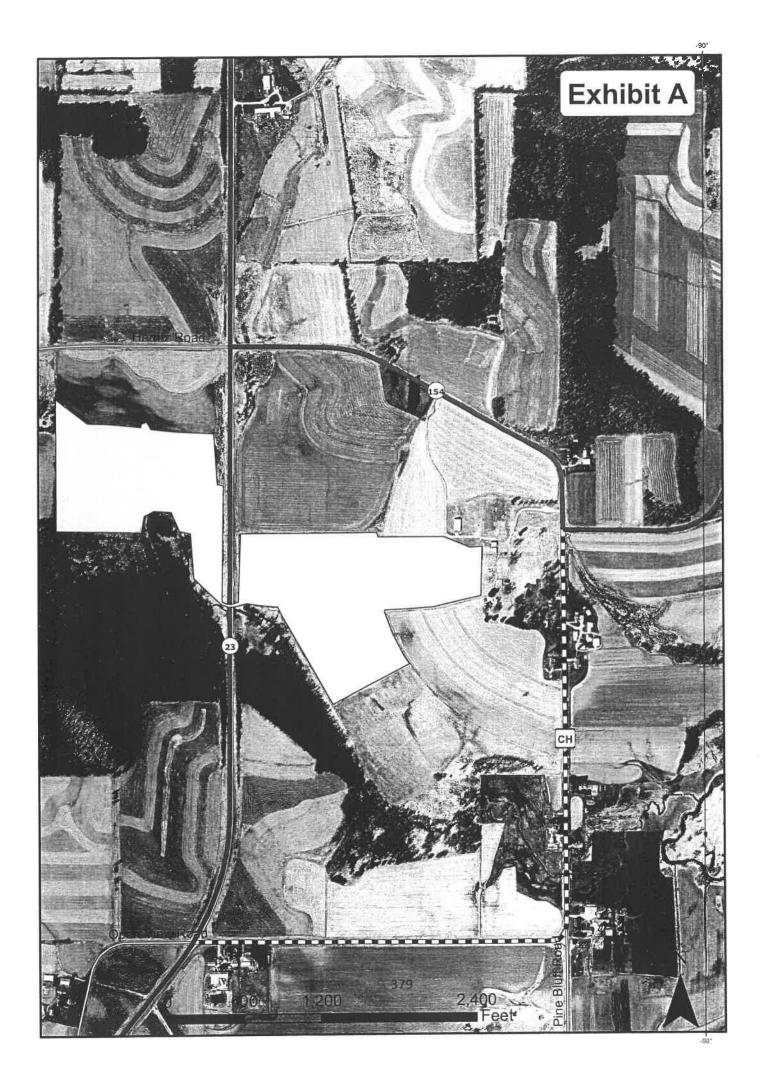
Exhibit C – Standard Clauses – Sauk County Farm Pasture Lease

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	

<sup>1</sup>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 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

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: S

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

## Exhibit C

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
- 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

## Exhibit C

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.
- 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.
- **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.
- 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 - 7077

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 20<sup>th</sup> day of December 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:

52 53 54	Offered and passage moved by: Land Res	sources and Environment Committee
55 56 57	Lynn Eberl Matin F. Kuyall	Péter Kinsman
58 59 60	Marty Angeger	Value Miluth
61 62 63	Dennis Polivka	Valerie McAuliffe Randall Pattkamel
64 65 66	Brandon Lohr	Randall Puttkamer
67 68 69	Fiscal Note: No Impact. SSWIG will provide all the practices outlined in the proposal	labor, tools, equipment, and materials to install
70	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

Ru Buler

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 Sa	uk County Soils	6
Applicant Name/Organization: Sauk Sc	oil and Water Improv	ement Group (SSWIG)
Applicant Signature: R- B.	lan	
Address: S4515 Scenic Road	<u> </u>	
City: Baraboo	State:	zip: <u>53913</u>
Phone Number: 608-477-0054		
Email Address: rlbula57@gma	ail.com	4

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.

	pendix or separate attach		
lease see attache	ed letters of support fro	m SSWIG partner or	ganizations.
		2	
	9		



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 <a href="mailto:zegler@wisc.edu">zegler@wisc.edu</a> 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 400



#### 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,

Center Director

Digitally signed 2, DENNIS HANCOCK | Date: 2022.10.06 | 15:47:57 -05'00'

U.S. Dairy Forage Research Center 1925 Linden Dr. Madison, WI 53706 608-890-0050 401

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

		Proposer Group	
Evaluation Criteria	Points	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 Exper	diture [ ] Not Budgeted
Vote Required: Majority = 🔀 2/3 Ma	ority = 3/4 Majority =
The County Board has the legal authority to by the Corporation Counsel,	Oppt: Yes X No as reviewed as reviewed

Offered and passage moved by: Land Reso	ources and Environment Committee
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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

Н	CC Cropland (11.4 acres)	
<u>Bidder Name</u>	<u>Bid/acre</u>	<u>Bid/year</u>
Bergman, Jason	\$175.00	\$1,995.00

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. <u>Mineral rights:</u> 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. <u>Conservation Practices</u>: 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. <u>Crop rotation:</u> 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. <u>Cover Crops:</u> 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. <u>Fall Seeded Crops:</u> 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. <u>Nutrient Management:</u> 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. <u>Soil Fertility:</u> 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. <u>Herbicide & Pesticide Use:</u> 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. <u>Crop Acreage Certification</u>: 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

## Sauk County Health Care Center Cropland Lease 2023-2027

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:

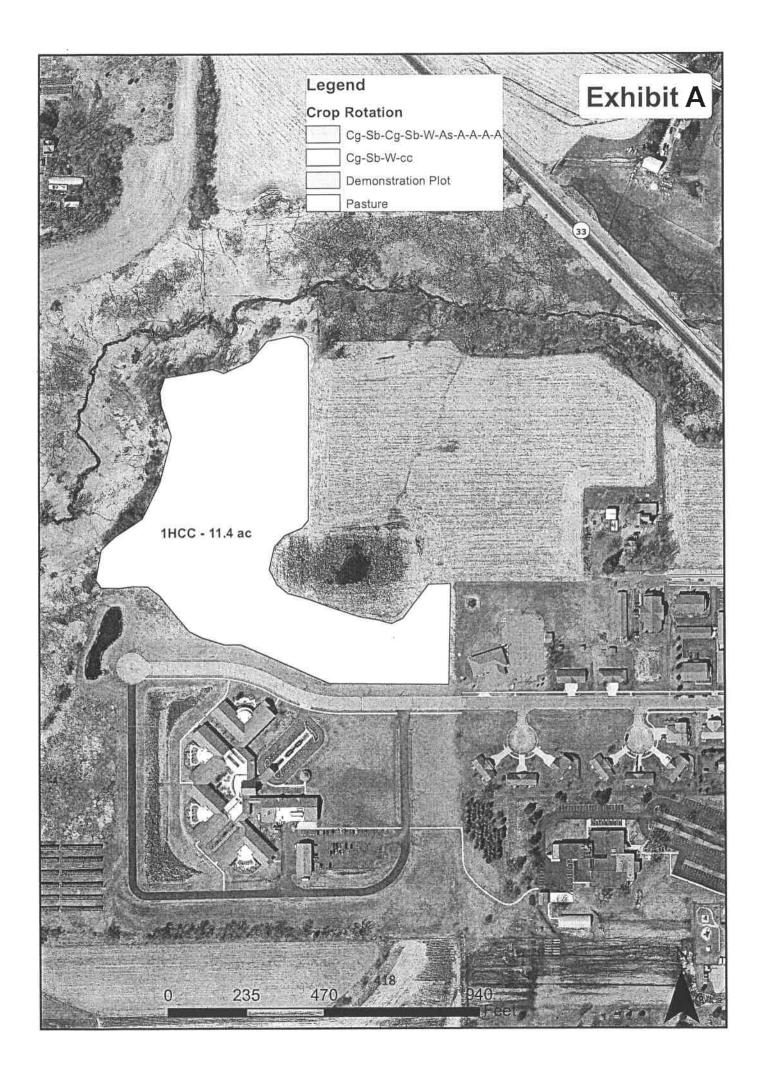
Exhibit A – Sauk County Health Care Center Cropland Map

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:	Ü
Signed this of	Brent Miller, Administrator
ATTEST	
Signed this of,	
	Rebecca Evert, County Clerk
	For Lessor



# NM1: Narrative and Crops Report

Starting Year 2021	2021	Prepared for:
Reported For	Sauk County Farm Subfarm: HCC	Sauk County Farm 505 Broadway Baraboo, 53913
Printed " 1	2022-05-27	
Plan Completion/Update Date: 2022-05-18	lookida 1	
SnapPlus Version 20.4 built on 2021-06-03	2021-06-03	
C:\SnapPlus2\MySnapPlusData\Sauk County Farm NN	C:\SnapPlus2\MySnapPlusData\Sauk County Farm NMP.snapDb	

SubFarm has 1 fields totalling 11.4 cropped acres. Farm Narrative: None

Annual Farm Notes:

No Annual Farm Notes

4. Spreader Calibration Methods: Custom applications, Equipment calibration

Narrative and Crops:	rops:								
Field Name   Field	4 Acres	2027	2022	2023	2024	2025	2026	2027	2028
1HCC 11	4.17	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 bulacre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bulacre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bulacre	Winter wheat (grain) with interseeded red clover crop No Till 61-80 bu/acre	Com 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		11,766			1,766			11 1,766
Soybeans 7-10 inch row	Acres	11 556		11 556	e C	72	11 556		

SnapPlus Narrative and Crops Report	2021     2025     2026     2027     2028       11     11     11       776     776
saukCountyFarm	Crops: Grouped.By  Veategory Ninter wheat (grain)  Acres with interseeded red bu

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

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

## Exhibit C

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

## Exhibit C

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. 425

- **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:

\$1,000,000.00 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) (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,

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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 20<sup>th</sup> day of December, 2022.

Fiscal Impact: [ ] None [X] Budgeted Expendi	iture [ ] Not Budgeted
Vote Required: Majority = $8$ 2/3 Majority	ority = 3/4 Majority =
The County Board has the legal authority to a	adopt: Yes X No as reviewed by the Corporation Counsel, e: 13.7022 .
Offered and passage moved by:  MARTY KRUEGER Chair	PETER KINSMAN, Vice Chair
BRANDON LOHR, Secretary  Alerie Nic Aulffe  VALERIE MCAULIFFE  Rande Viellam	LYNN FAERL  DENNIS POLIVKA
RANDY PATTKAMER	ROBERT SPENGER

MIS Note: No information systems impact.

incurred by the Department for implementation of the ordinances noted.

Consent Agenda Item: [ ] YES [ ] NO

Fiscal Note: Increased fees will result in increased revenue to cover the costs for staff time as well as any other costs



## Land Resources & Environment Department 2023 Fee Schedule for Parks and Recreation

Amount	ended upon authorization of the C	Comment
	rec	Comment
Camping	<b>第4位的 1925年</b> 1926年 1926	
\$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
<del>\$10</del> \$20	Failure to prepay	Per occurrence
\$25	Citation	Per occurrence, nonpayment of failure to prepay
Equipment Renta		
\$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 To	errace	
\$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- 2011

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 27<sup>th</sup>, 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 20<sup>th</sup> day of December 2022.

Consent Agenda Item: [ ] YES [ ] NO	
Fiscal Impact: [ ] None [X] Budgeted Expenditure	[ ] Not Budgeted
Vote Required: Majority = $\frac{8}{5}$ 2/3 Majority =	3/4 Majority =
The County Board has the legal authority to adopt: Counsel,, [	Yes X No as reviewed by the Corporation Date: 13.13.1022
Offered and passage moved by:  MARTY KRUEGER, Chair	PETER KINSMAN, Vice Chair
BRANDON LOHR, Secretary	LYNN ERERL
VALERIE MCAULIFFE  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.

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## RESOLUTION # 115 - 2012

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 20<sup>th</sup> day of December, 2022.

MIS Note: No information systems impact.

development of the Great Sauk State Trail Corridor.

Fiscal Note: The 2023 LRE Budget includes \$739,635 of Carryforward Funds for further planning and

## **EXHIBIT A**

# Great Sauk State Trail Master Plan RFB – Bid Tabulation

Reviewer: Group Average

Date: 12/01/2022

					ciburto acituloso	
		KL Engineering	HKGi	Damon Farbor	Resolution Studio	Jewell
Review Criteria	Points	\$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, strafegic, 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	∞
The Work Plan illustrates how the Project Approach and Engagement Plan will be implemented, identifying specific goals/milestones,	/15	13	14	14	10	9
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	ιΩ	Ŋ	N/A	N/A
TOTAL:	/100	80	96	95	70	42

## 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				BUF	RSE		
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 =	б	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	Ō	0	0	126	\$13,900
Hours Total	24	404 <sup>-</sup>	68	266	186	18	17	25	50	1,058	
									Fe	e Subtotal	\$118,500
									10% Co	ntingency	\$11,840
								Reiml	bursable	e Expenses	\$4,000
		,						N	ot-to-E>	ceed 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)

## RESOLUTION # 116-2077

## 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 2<sup>nd</sup> in the nation for the collection of current support in 2016 to 6<sup>th</sup> 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 13<sup>th</sup> day of December, 2022

Consent Agenda Item: [ ] YES [ ] N	10	
Fiscal Impact: [X] None [] Budgete	ed Expenditure [] Not	t Budgeted
Vote Required: Majority =X	2/3 Majority =	3/4 Majority =
The County Board has the legal authors by the Corporation Counsel,	nofity to adopt: Yes _x	No as reviewed , Date: <u>I2 .15. 2022</u>
Offered and passage moved by:	Supervisor	John M. Deitrich, Chair
.55	Delma	Kevin Schell  an Scanlon  Delmar Scanlon
	( Dave (	David Clemens
	Supervisor	Sholia 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 recommend County:	is the following as being	g in the best interest of the
COVERAGE Buildings, Contents, Property in Open Contractors Equipment	DEDUCTIBLE \$25,000 \$5,000	PREMIUM \$ 90,950 \$ included
Equipment Breakdown Special Use Animal Automobile Physical Damage	\$25,000 \$1,000	\$ 4,884 \$ included
Comp/Collision	\$1,000/\$5,000	\$ 65,511
TOTAL PREMIUM TO WCMIC FOR P	ROPERTY	\$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 FO	OR 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 Exp	penditure [ ] Not I	Budgeted	
Vote Required: Majority = 2/3	Majority =	3/4 Majority =	
The County Board has the legal authority by the Corporation Counsel,			as reviewed
Offered and passage moved by:			
	Supervis	or Carl Gruber	

Supervisor Terry Spencer

102	
103	Supervisor Peter Kinsman
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106	Supervisor Robert Prosser
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107	
	Supervisor Jake Roxen
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115 116 117 118 119 120 121	Fiscal Note: The above premium costs are included in the 2023 budget. Auto Liability is budgeted as a se line item in various departments, in accordance with vehicle inventory values. General Liability is charged be certain departments that can receive additional outside funding with an allocation basis of relative expenditure. Workers Compensation is allocated to departments according to wages budgeted and risk categories. Propequipment 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 Sauk County Health Care Center.
122 123	MIS Note: No information systems impact.

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.

## 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.

- 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.

<sup>\*</sup>Supervisor Roxen arrived at 6:05 P.M.

## 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, <u>Applicant</u>: Cheri M. Hitchcock; <u>Project Location</u>: Town of Dellona; <u>Current Zoning</u>: Mobile Home Park; <u>Proposed Zoning</u>: 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: <a href="http://www.wisconsinpublicnotices.org/">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">https://www.co.sauk.wi.us/legalnotices</a>.

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RESOLUTION # 1 -202	23		1
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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 17<sup>th</sup> day of January 2023.

Consent Agenda Item: [] YES [X]	NO
Fiscal Impact: [X] None [ ] Budgete	ed Expenditure [ ] Not Budgeted
The County Board has the legal auth	2/3 Majority = 3/4 Majority = nority to adopt: Yes No as reviewed , Date:
Offered and passage moved by:	Highway Committee
	Brian Peper
	Terry Spencer
	Smooth Detter
	Mike Flint
5	Kevin Schell

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

## RESOLUTION # $\sqrt{2}$ -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 17<sup>th</sup> day of January 2023.

Consent Agenda Item: [] YES [X] N	10
Fiscal Impact: [X] None [ ] Budgeted	d Expenditure [ ] Not Budgeted
Vote Required: Majority =  The County Board has the legal author by the Corporation Counsel,	2/3 Majority = 3/4 Majority = prity to adopt: Yes No as reviewed , Date:
Offered and passage moved by:	Highway Committee
ē.	Brian Peper
	Terry Spencer
981 5	Smooth Detter
	Mike Flint
	Kevin Schell

Fiscal Note: No Impact. AMH-MIS Note: No Impact.



Land Resources & Environment Department 505 Broadway, Ste. 248 Baraboo, Wisconsin 53913

Phone: (608) 355-3245 Fax: (608) 355-3292 www.co.sauk.wi.us

Application Accep	ted:	12-9-77	
Accepted By:	TH		
Petition Number:	03	-23	
Hearing Date:	1-21	1-23	
Supervisor Distric	t #:	3	

Rec# 0097900 \$15000

NOV 28 2022

#### Conditional Use Permit Application

	General Information		MINIENTOR
Property Owner Name: ( hexi M. H	ritehcook	Home Phone:	608.963.9852
Mailing Address: E8878 Count	T. 12d H		Same
E-mail Address:	4		
_ man_rada			
Agent/Applicant Name: Sel		Home Phone:	
Mailing Address:		Cell Phone:	
E-mail Address:			
	Site Information		
Site Address: E8818 County	RdH		
Parcel ID: 006-0274-000			
Property Description: NE 14 NE 1/2	Section 15, T	13 N, R 5 W,	
Town of: Dellana			ing: AG
Overlay District:  Shoreland  Flood		tland	
Current Use: Mobile Home Pa	v-K		
Existing Structures/Improvements: 5 we	obile homes, I w	ell Morese, 29	arages
	Proposed Use		,
Applicable Ordinance Section		Description	
7.037(3) 7.058	Table home parte	hand O . A	Impliance
Describe specifically the nature of the reque Please attach additional sheets, if necessary.		uses of the property). W	hat do you plan to do?
and be stoperly Le	med in order to	y up to come a take out a	pliance ud ceplace

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.
at Mabile Home parts and to the best of our Renaulary are in compliant with all secondary standards.
1. Mobile Home Space compliance for space of let & tie closers met 2. MI driveway provide acress to each mobile home & offered postuley. 3: Common open arreas meets & exceeds standard.
4. Correspondent of all mobile homes next federald strite compliance sid under stand 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 Parl has been in existence Since 2000 and is safe,
in compliance with all set brooks. Web our per parking, Corne
Drive want is sale atoule.
FOOD O THE STATE OF THE STATE OF

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.
unit & and replace it with a larger sectional unit
tenants are very long term and happey.
Part B: Conditional Use Criteria
<ul> <li>Please explain how the proposed conditional use is able to address the following:</li> <li>(a) Erosion potential of the site based on topography, drainage, slope, soil type, and vegetative cover and mitigation of erosion potential.</li> <li>(b) The prevention and control of water pollution, including sedimentation, and the potential impacts on floodplain and wetlands.</li> <li>(c) Whether the site has adequate utilities including, acceptable disposal systems.</li> <li>(d) Whether the site has access to roads and highways.</li> <li>(e) Whether the site has suitable ingress and egress.</li> <li>(f) Whether the site is designed to minimize traffic congestion, and the potential effect on traffic flow.</li> </ul>
Work of these factors are an issue the many in the feture black top the drive way.  A) No propoled site development of they time
B) Exober polartical low at this time.  Ch Site has well house, steatisful and Septic to service all mobile home.  D) Site's have existing across to county ND. H  E) Sites have suitable extent to county RDH.  F) Sarge U Shapped Drive way with Planty of Farking.  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.

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.

Property Owner Signature: Pleed /

#### 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.

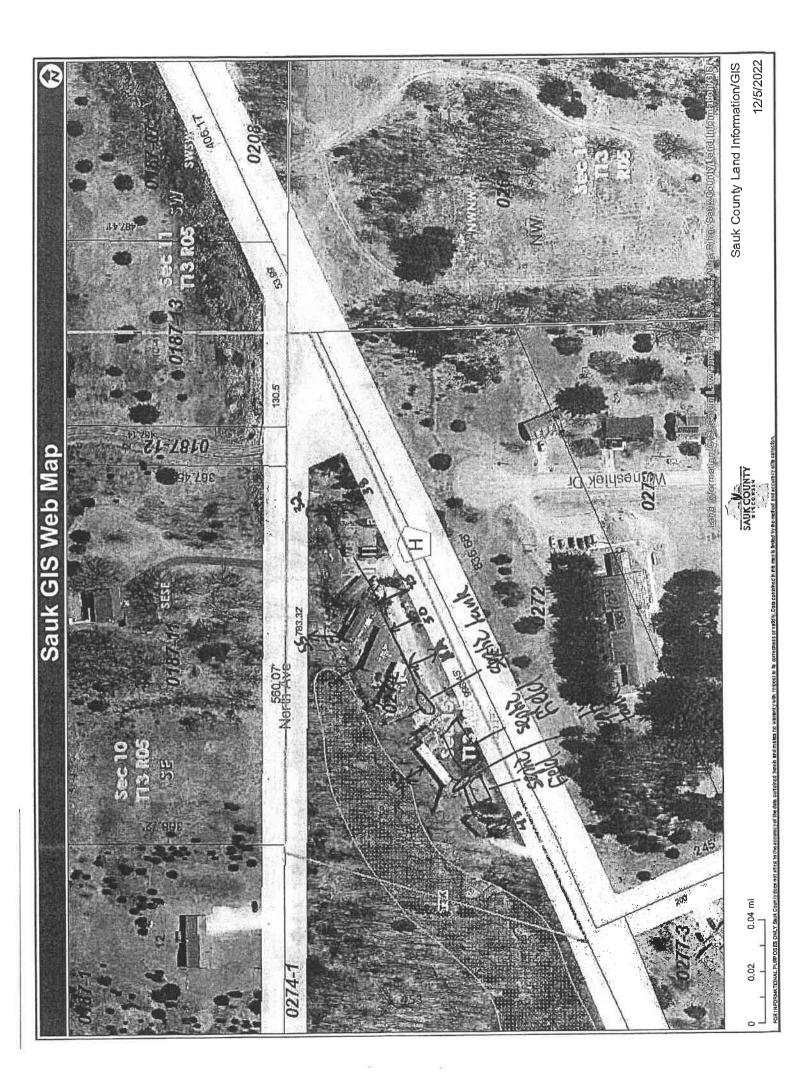
#### Process

- 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. - Møbile 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 tiedown 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.
- 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.
- Mobile homes shall only be permitted in mobile home parks except as provided under <u>Section</u> 7.059.





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 Acce	pted: 12-9-23
Accepted By:	TH
Petition Number:	03-23
Current Zoning: _	A6
Proposed Zoning:	MEK
Committee Hearing	ng Date: 1-24-23
County Board Da	te: <u>2-21-23</u>
Supervisor Distric	ot #:3

#### Zoning Map Amendment (Rezone) Application

#### General Information

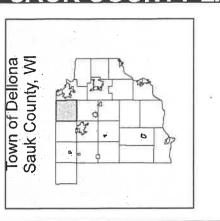
Property Owner Name: Chesi Mar	sie Hitchcock Home Phone: (608) 963-9852
Mailing Address: E 8878 Cour	
E-mail Address: Cheri 50123	
Agent/Applicant Name: Chesi M	arie Hitch cook Home Phone: 608)963-9852
Mailing Address: E8878 Coun	ty Rd. H Cell Phone: (608)963-9852
E-mail Address: ( West 103 C	heri50123 @gmail.com
	Site Information
	T.
Site Address: E9878 Cou	ente Rd H
Parcel ID: 006-0274-00	000
Property Description: NE 1/4 NE	Section 15, T/3 N, R 5 E,
Town of: Pellona	Current Zoning:
Overlay District: Shoreland F	Moodplain Airport Wetland
Current Use: Mobile home	Park
Existing Structures/Improvements: 5	mobile Homes, well house Agarages
	Proposed Zoning
4.	
Proposed Ordinance Section	Proposed Zoning/Use Description
7	
7.037(3)(B)	Mobile Nouse Park - bring into compleand
	· ·
	request (be sure to list all proposed uses of the property). What do you plan
to do? Please attach additional sheets	i, if necessary.
	4500700 1 MILLINGOLD

Our proporty here at E8878 County Rd H Wi Della Wi.
Has always been used as a Mobile Home Park Since
Purchased in 2000 like were not aware that it was improportly
Zoned and only wheat to contine its use as such being Roperly zoned

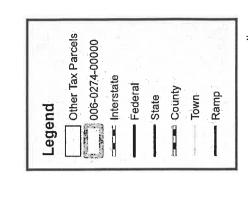
#### General Application Requirements

	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.
ľ	Completed Zoning Map Amendment Application Form.
Ī	\$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.
i	We heally do not want to change the land up in any way.
	It has been a small Untile Home park, series we have ounel it count
_	we only want to have it yould properly to be in county & stall camplaine.
	ule wave not awave that we were introporaly fixed and soll to immedially
S.	Correct the feed are also are currently yours occionstantal & It should be
-	Tecroatival Commercial
-	Let continue commentary
	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.  There is not among land for agricultural out in a limit of the land of
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-	
	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:  11/28/22
	Property Owner Signature: Date: 17/21/22

#### 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.

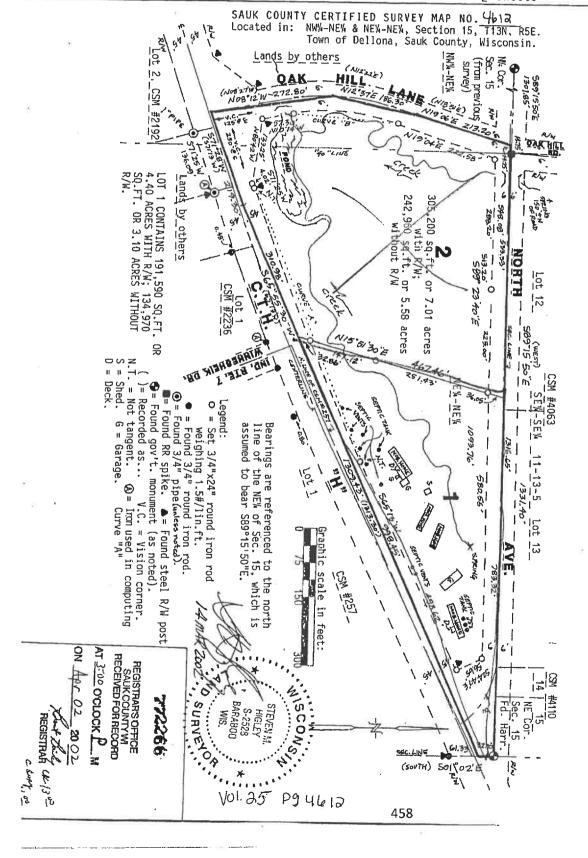
Date: December 26, 2022

#### 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



STEVEN M. **HYCE CV** 9.5878

BASS 500 V//3. PNO SURVEYOR

CURVE A Lot 1	DELTA 06°38'50" 02°52'40"	RADIUS 5685.00'	ARCLENGTH 659.55' 285.54'	CHORD 567°44'30"W, 659.21' 565°51'30"W, 285.48'
Lot 2	03°46′10"	11	374.01'	S69°10'50"W, 374.00'
В	29°181	465,481	237.991	N04°25'E, 235.41

Carlson Surveying, Inc.

Client:

Vernagene Sawyer E8852, C.T.H. "H"

1709 Ash St. Baraboo, WI 53913 Tel-Fax: (608)356-8598

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 NWM-NEW and NEW-NEW, 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.

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 \_\_\_\_\_\_\_\_, 2002.

4-1-2002

Date

Administrater

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.

VOI. 25 P94612A

#### RESOLUTION # 7 -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

	φ04,709
For Consideration by the Sauk County Board of Supervisor on Jan	nuary 17, 2023.
Consent Agenda Item: [ ] YES [ X ] NO	
Fiscal Impact: [ ] None [X] Budgeted Expenditure [X] Not Bu	dgeted
Vote Required: Majority = 2/3 Majority = _X 3/4	4 Majority =
The County Board has the legal pothofty to adopt: Yes X by the Corporation Counsel, 01. 10. 3033	√o as reviewed , Date:

44 45		
46 47	Offered and passage moved by Sauk County F	inance Committee:
48 49 50	Matter F Kungu	Vachanden. Thint
51	MAR IN EKRUEGER, Chairperson	RICHARD "MIKE" FLINT
52 53		Mille Co
54 55	THOMAS DORNER	TIMOTHY MCCUMBER
56 57 58 59 60 61	LYNN EBERL	
62 63		
64 65 66 67	<b>Fiscal Note:</b> To avoid supplanting the property to potentially non-recurring and non-discretionary front included in the original 2023 budget.	
68 69	MIS Note: No impact.	

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#### 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 1/4, 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.

52 53	Approved for presentation to the County Board Committee this 27 <sup>th</sup> day of December, 2022.	I by the Land Resources and Environment
54 55 56	Consent Agenda Item: [ ] YES [X] NO	
57 58	Fiscal Impact: [X ] None [ ] Budgeted Expend	
59 60	Vote Required: Majority = 2/3 Majori	
61 62 63 64	The County Board has the legal authority to acreviewed by the Corporation Counsel,	opt: Yes No as, Date:
65 66	Offered and passage moved by:	
67 68	Martin F. Kuuse	and the second
69 70	MARTY KRUEGER, CHAIR	PETER KINSMAN, VICE CHAIR
71	July Du	
72	ROBERT SPENCER	DENNIS POLIVKA
73 74	all the	
75	BRANDON LOHR	VALERIE MCAULIFFE
76 77	HOOL)	
78	LYNN EBERL	
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80 81		
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84 85		
85 86 87	Fiscal Note: No Empact Suff	
88	MIS Note:	<b>8</b>

#### **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. Commings 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: <a href="http://www.wisconsinpublicnotices.org/">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">https://www.co.sauk.wi.us/legalnotices</a>.

#### 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 Fibruary, 2023.

Consent Agenda Item: [ ] YES [X] NO

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

Vote Required: Majority = \_\_\_\_\_\_ 3/4 Majority = \_\_\_\_\_

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

Offered and passage moved by: Land Resources and Environment Committee

MAR TY KRUEGER Chair
PETER KINSMAN, Vice Chair

BRANDON LOHR, Secretary DENNIS POLIVKA

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ROBERT SPENCER
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LYNN EBERL
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Fiscal Note: No Impact.
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MIS Note: No Impact

RANDY PUTTKAMER

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 No as reviewed by the Corporation Counsel,  Date:

Offered and passage moved by:	
PATRICIA REGO CHAIR  Valence In Acus Jan  VALERIE MCAULIFFE  VALERIE MALALAM	DELMAR SCANLON
JOAN FORDHAM	JAMES BOWERS
JO#L CHRISLER	CLIFF THOMPSON
PERSONNEL & INSURANCE COMMITTEE	FINANCE COMMITTEE
CARL GRUBER, CHAIR	MARTY KRUEGER, CHAIR
PETER KINSMAN	RICHARD "MIKE" FLINT
TERRY SPENCER	LYNN EBERL
ROBERT PROSSER	THOMAS DORNER
JAKE ROXEN	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

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BACKGROUND:

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GENERAL CODE OF SAUK COUNTY, WISCONSIN ORDINANCE AMENDMENT # 2-2013

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: 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

bring a legal non-conforming use into compliance with the current zoning ordinance 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

52 53	Committee this 24 <sup>th</sup> day of January, 2023.
54 55	Consent Agenda Item: [ ] YES [X] NO
56 57	Fiscal Impact: [X ] None [ ] Budgeted Expenditure [ ] Not Budgeted
58 59	Vote Required: Majority = 2/3 Majority = 3/4 Majority =
60 61 62 63	The County Board has the legal authority to adopt: Yes <u>X</u> No as reviewed by the Corporation Counsel,, Date:
64 65	Offered and passage moved by:
66 67 68 69	MARTY KRUEGER, CHAIR  PETER KINSMAN, VICE CHAIR
70 71 72	LYMN EBERL DENNIS POLIVKA
73 74 75 76 77	BRANDON LOHR VALERIE MCAULIFFE
78 79	DIVINDON EDITIC
80 81 82 83	ROBERT SPENCER
84 85 86 87 88	
89 90	Fiscal Note:
91 92	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 = 2/3 Majority =	3/4 Majority =
The County Board has the legal authority to adopt:	Yes X No as reviewed by the Corporation Counsel,
Offered and passage moved by:  Madin T. Kuulin	Pro-
MAR TY KRUEGER Shair	PETER KINSMAN, Vice Chair
BRANDON LOHR, Secretary	LYNN EBERL
Rande Rillames	DEANIS POLIVIA

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.

ROBERT SPENCER

MIS Note: No information systems impact.

RANDY PUTTKAMER



# Land Resources & Environment Department 2023 Fee Schedule Updated 1/31/2023

# LAND RESOURCES AND ENVIRONMENT

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 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 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 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 the required escrow before the project/application request commences. Applicants are responsible for the actual costs incurred, regardless of the outcome of a escrow at the conclusion of the project shall be refunded to the applicant when all actual costs are paid.

Fees	Amount	Authority	As of	Comments
Manure Facilities	CALL THE STATE OF	Synthesis in the section of the sect	W	THE SHOW SOME STOLES TO SHOW THE SHOW SHOW
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.
Manute Storage Signs	\$10.00	Sauk County Financial Policy 1-06	2/21/2023	
Clean Sweep/Ag Plastics	A CHARLES STREET, CAN		ALL A TOTAL ALLA	respective and proposition restriction and
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	88.00.89.00	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	Sauk County Financial Policy 1-06	2/21/2023	Based upon cost from chosen vendor(s).

Education Programs	THE PERSON WINDS AND PROPERTY.			
Attendance Fees	Not to exceed	Sauk County Financial Policy 1-06	2/21/2023	Based upon overall program costs, grants,
	\$50.00			agency partnerships, donations, etc.

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		22. No. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10		
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			Market general	
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	\$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 moner nermits	Permit fees triple		Pre 2014	All septic fees are tripled when work is started

				with review and/or permits.
Filling and orading	\$100.00	8.013	2014	
Home based hisings	\$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	
Dermit renewal/Transfer fee	\$100.00	7.148(f)	Pre 2014	
Retaining walls	\$300.00	7.148(f)	Pre 2014	
	\$2.00 per sq/ft or	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	
Venetative buffer removal/tree cutting	\$100.00	7.148, 8.012	Pre 2014	

TAND DIVISION AND PLAT TING - 22.62 as established by the County Double.	LING - 22.62 as establish	led by the County Doald.		
Fees	Amount	Ordinance or Statutory Authority	As of	Comments
Condominiums				
Condo develonment plan review	\$350.00	22.21		
Condo plat review	\$350.00, plus	22.21	6/21/2020	
Condo nat revision	\$300.00	22.21		
Control that Control		Land Division		
Certified Survey Map (CSM)	\$125.00, plus \$25.00 each lot	22.62	6/21/2020	
Development nian review	\$350.00	22.62		
Final plat escrow	\$500.00	22.62		For legal and engineering services provided by consultants.
Final Mat 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	AND PARTY AND THE PARTY OF		Mary Sales	
Planned unit development review	\$500.00	22.62		

3001	AMOUNT	Ordinance of Statutory Authority	AS 01	Comments
dinancial Assurance			MITTER NOT THE	The second secon
Varies	Varies	24.07		As determined by the Reclamation Plan
Wineral Extraction Plan Review Fees	Fees			

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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
477			18	
OTHER MISCELLANEOUS - 37.08 established by the		authority (department) having custody of a record.		のない はない はないない
Fees	Amount	Ordinance or Statutory Authority	As of	Comments
Public Records Requests			2.44	
Hard copies	\$0.25 per page (black & white \$0.30 per page (color)	Wis. Stats. 19.35(3)		Includes any paper records provided by:
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

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DVD (each): \$0.13 Wis. Stats. 19.3 (4.7 GB) Flash drive (each): \$5.02 (8 GB) \$6.53 (16 GB) \$10.08 (32 GB) \$10.08 (32 GB) \$32.21 (128 GB) \$53.21 (128 GB) \$53.21 (128 GB) \$53.81 (500 GB) \$54.48 (2 TB) \$10.08 (32 TB) \$10.08 (32 GB) \$1		
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) \$53.81 (70 GB) \$674.83 (2 TB) Waived  \$224.47 per hour	sk ad	skills, equipment, or technology may result in additional copy costs.
Flash drive (each): \$5.02 (8 GB) \$6.53 (16 GB) \$10.08 (32 GB) \$18.52 (64 GB) \$32.21 (128 GB) \$53.21 (128 GB) \$53.81 (500 GB) \$60.14 (1 TB) \$74.83 (2 TB) Waived  \$24.47 per hour	Wis. Stats. 19.35(3)	Includes copying records already in digital format onto physical medium for distribution.
\$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) Waived	ach):	
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\$00.14 (11B) \$74.83 (2 TB) Waived \$24.47 per hour	(GB)	
Waived \$24.47 per hour	(a)	
\$24.47 per hour	Wis. Stats 19.35(3)(e)	In rare instances, specialized skills,
\$24.47 per hour		equipment, or technology, may result in copy
\$24.47 per hour	00	costs.
	Wis. Stats. 19.35(3)(c)	Costs associated with locating records if they
		total \$50.00 or more. Per Wis. Stats, locating
	R	a record means to find it by searching,
	(6)	examining, or experimenting.
	uI	In rare instances, an employee with special
	NS	skills may be necessary to conduct a search
	TR ST	and a higher hourly rate may be assessed.

The contract of the contract o	- (m)			
® Fees	Amount	Ordinance or Statutory Authority	As of	Comments
Camping	P. Charles III		New Colonia Sala	
Flectric campoite	\$25.00	10.04	10/19/2021	Per night – established by Resolution 84-2021
Monelectric cameite	\$20.00	10.04	10/19/2021	Per night – established Resolution 84-2021
Thattended electric campaite	\$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
Repooking fee – per reservation	\$5.50	10.04	4/20/2021	Established Resolution 42-2021
Reservation fee – per reservation, per	\$5.00	10.04		
campsite				
Park Entrance	200 Test 2		XQX III SHA	
Annual nass - 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 rass - ner vehicle, ner 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			1.00	
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			The second	
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 71b 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.
Prairit Smoke Terrace	AND THE PERSON			
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

PRIVALE ON-DITE WASTEWATER IN	LEK IKEALMEN	LATIMENT - 25.014 (14) set and amended by the Department.	A PARTY PROPERTY OF THE PARTY O	
Fees	Amount	Ordinance and Statutory Authority	As of	Comments
Inspections			LINE INC.	
Additional inspections	\$100.00	25.016(2)		Permits may not be issued and/or field work

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			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	\$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	Restriction of		
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.	CONTROL -51.1	8(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 S300.00. **Governmental entities are exempt from
Permit Renewal/Transfer	\$100.00	51.19(5)	4/19/2022 Res. 49-2022	Potent root.
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	Based upon Engineer's estimate of actual cost
			Res. 49-2022	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		The second secon		
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 # 7-2023

#### 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

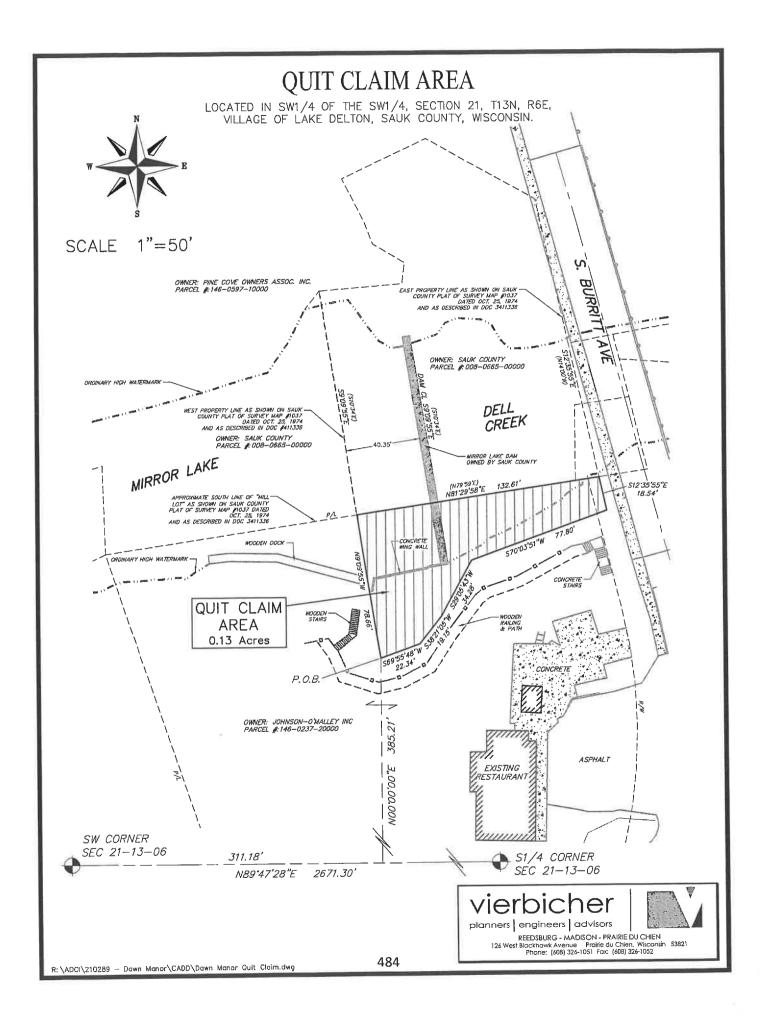
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Vote Required: Majority = 2/3 Majority	ority = 3/4 Majority =
The County Board has the legal authority to a by the Corporation Counsel,	No as reviewed, Date:
Offered and passage moved by: Land Resou	rces and Environment Committee
Martin F. Kunga MARTY KRUEGER, Chair	PETER KINSMAN, Vice Chair
BRANDON LOHR, Secretary	DENNIS POLIVKA
ROBERT SPENCER	Valerie MCAULIFFE
LYNN EBERL	Rande Puttamer

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



#### **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 17<sup>th</sup> Through 21<sup>st</sup> 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: <a href="http://www.wisconsinpublicnotices.org/">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">http://www.wisconsinpublicnotices.org/</a> or <a href="https://www.co.sauk.wi.us/legalnotices">https://www.co.sauk.wi.us/legalnotices</a>.

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RESOLUTION #	U	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 = \_\_\_\_ 3/4 Majority = \_\_\_\_\_

The County Board has the legal authority to adopt: Yes \_\_\_\_\_ No \_\_\_\_ as reviewed by the Corporation Counsel, \_\_\_\_\_,

Date: \_\_\_\_\_\_.

# Page 2, Resolution 8-2023

52	Offered and passage moved by:	*
53 54 55	SAUK COUNTY AGING & DISABILITY RES	OURCE CENTER GOVERNING COMMITTEE
56 57	DENNIS POLIVKA, CHAIR	JUDY ELLINGTON
58 59 60	GAILE BURCHILL	KRISTIN WHITE-EAGLE
61 62 63 64 65 66 67	ANDREA LOMBARD  WILLIAM STEHLING	Turia Wolfowski
68 69 70 71 72 73	THOMAS DOERNER	TERESA WOLKOWSKI
74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 90 91 92 93 94	PETER-KINSMAN PETER-KINSMAN TERRY SPENCER ROBERT PROSSER	FINANCE COMMITTEE  MARTY KRUEGER, CHAIR  MARTY KRUEGER, CHAIR  MARTY KRUEGER, CHAIR  MIKE" FLINT  LYNN EBERL  THOMAS DORNER  TIMOTHY MCCUMBER
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Paige 3, Resolution 8-2023

Fiscal Note: The program cost and funding for the gr	\$241,056.00
(Dept of Health Services)	0.00
2023 Budgeted Levy	0.00
General Fund Balance TOTAL	\$241,056.00
Program Expenses: Staff Benefits	\$ 169,631.00
	\$ 62,675.00
	\$ 1,386.00
MIS Equipment Training/mileage/Supplies	\$ 7,364.00

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MIS Note: MIS equipment (included above) = Cell phone cost for staff.

### RESOLUTION # Q - 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 adhoc 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.

this 7th, day of March, 2020.
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: YesX No as reviewed by the Corporation Counsel,, Date:

[Signatures on next page]

# Page 2, Resolution 9-2023

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52	Offered and passage moved by:	Supervisor
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	a unitar ou	: co 225 (per diam expense \$1.875 mileage
66	Fiscal Note: Estimated expense for five meet	ings \$2,325 (per diem expense \$1,875, mileage
67	\$450) AMA	
68	0,,,,	
69	MIS Note: None	

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

# Page 2, Resolution 10-2023

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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.

# Page 3, Resolution 10-2023

- 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

Vote Required: Majority = \_\_\_\_ 3/4 Majority = \_\_\_\_

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

# age 4, Resolution 10-2023

153	The County Board has the legal anthority to adopt: Yes X No as reviewed	
154	by the Corporation Counsel,, Date:	
155	03.15.2023	
156		
157		
158	Offered and passage moved by:	
159	Supervisor	
160	Jan 19	
161	, 10 & Supervisor	
162	Col 19 Mall	
163	Supervisor	
164	•	
165	Supervisor	
166		
167	Supervisor	
168		
169		
170		
171	the second dispersion and dispersion and dispersion funds at the	_
172	Fiscal Note: Accounting and reporting associated with receiving and dispersing funds.	
173	$\mathcal{O}^{\bullet}$	
174	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:	
Sauk County Printed:	Date:
Sawyer County Printed:	
Shawano County Printed:	Date:
Sheboygan County Printed:	Date:
St. Croix County Printed:	Date:
Taylor County	Date:
Printed:  Trempealeau County Printed:	Date:
Vernon County Printed:	Date:

### 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 <u>not</u> 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 <u>not</u> 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@yonbriesen.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 GO	OVERNMENTS:
Adams County Printed:	
Ashland County Printed:	Date:
Barron County Printed:	
Bayfield County Printed:	
Brown County Printed:	

	Date:
Rock County Printed:	₩
Rusk County Printed:	
Sauk County Printed:	
Sawyer County Printed:	Date:
Shawano County Printed:	
Sheboygan County Printed:	
St. Croix County Printed:	Date:
Taylor County Printed:	Date:

#### 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 Expe	nditure [X] Not Budgeted
Vote Required: Majority = 2/3 Ma	ajority = 3/4 Majority =
The County Board has the legal authority to by the Corporation Counsel,	adopt: Yes X No as reviewed, Date:
Offered and passage moved by: Land Reso	ources and Environment Committee
Marty Krueger, Chair	Peter Kinsman, Vice Chair
Lynn A. Eberl	Brandon Lohr

Page 2, Resolution 11-2023

52 53 54 55 56 57	Valerie McAuliffe  Dennis Polivka	Robert Spencer  Randy Puttkamer
58 59 60 61 62 63 64 65 66	Executive and Regislative Committee  Timethy McCumber, Chair  Brian Peper	John Dietrich/Vice Chair Carl Gruber
67 68 69 70	Marty Krueger	
71 72 73 74 75	Fiscal Note: There is \$2,000,000 American Rescuthe Land Resources and Environment.  MIS Note: No information systems impact.	e Plan Act dollars allocated for the GSST in

RESOLUTION	#	12	_	2023
KESOLUTION	#		-	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

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.

Timothy McCumber

### DONATIONS RECEIVED BY SAUK COUNTY - 2022

7	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE	
=	Cave of the Mounds	Gift Certificate	Incentive	\$	42.97
b dd	Wizard Quest	Certificate	Incentive	\$	29,99
S.	Wizard Quest	Certificate	Incentive		\$29.99
			TOTAL DONATED TO EXTENSION EDUCATION:	\$	102.95

		TOTAL DONATED TO ADRC:	5	414,119.66
Dining Participant's family	wheelchalr	Sauk City Dining Site to be used as needed by participants	5	100.00
	lanyards Mittens, scarves	For ADRC staff Donated to Sauk Dining Site for patrons	\$	100,00
	Basket-chocolate, pens, notepads,			
	baskel-water bottles, chocolate,	Volunteer Luncheon- Door Prizes	\$	120.00
	items	Volunteer Luncheon- Door Prizes	\$	550.00
RAMC- pill boxes,	fovering bottemili	A Olatificat Collolicatis Danit Lifes	4	250.00
	lokens-ice scream	Volunteer Luncheon- Door Prizes	S	250.00
	Gift cards	Volunteer Luncheon- Door Prizes	\$	100,00
	Cooler bag, popcom fip balm	Volunteer Luncheon- Door Prizes	\$	65.00
	Duffel bag- Pizza klt	Volunteer Luncheon- Door Prizes	\$	75.00
2- free MMMW at RCC	oiff certificate	Volunteer Luncheon- Door Prizes	S	11.00
	gift certificate	Volunteer Luncheon- Door Prizes	s	10.00
	olft certificate	Volunteer Luncheon- Door Prizes	S	120.00
	llems aift card	Blankets - estimated \$30,00 per Blanket for cost Volunteer Luncheon- Door Prizes	\$	420.00 25.00
Home Delivered Lunch Participants-				
Citizen- Holy Stitches	Items	15 activity muffs for Dementia Care program	S	600.00
	ilem	Dozen donoughts	\$	15.00
La Valle PublicLibrary	large-print books	MOW's clients -LaValle route	\$	120.00
Volunieer/Veleran Escori Drivers Oak Park Place	In-Kind Donation coffee baskel	Transported Passengers for ADRC staff- social worker appreciation	\$	194,645.81 35.00
		(7219.80) Hours Volunteer/Veteran Escort Drivers		
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)	s	9,388.82
Home Delivered Lunch Volunteers	In-Kind Donation	(2846) Hours Home Delivered Lunch Volunteers Delivered Lunches to Participants	\$	76,728.16
Congregate Dining Center Volunteers	In-Kind Donation	(1399.50) Hours Dining Center Volunteers Provided Service to Dining Center Participants	\$	37,730.52
Transportation Programs	Monelary	For the Benefit of the Transportation Program Passengers	\$	875.56
Caregiver Programs	Monetary	For the Benefit of the Caregiver Programs	\$	257.00
Prevention Program Participants	Monetary	For the Benefit of the Prevention Program	\$	280.00
Aging Program Participants	Monetary	For the Benefit of the Aging Programs	\$	50,00
	Monetary	For the Benefit of the Information & Assistance Program	\$	399.00
Home Delivered Lunch Participants	Monetary	For the Benefit of the Home Delivered Lunch Program	\$	68,906.29
	Monetary	For the Benefit of the Elder Benefit Specialist Program	\$	160.00
Congregate Dining Center Program Participants	Monetary	For the Benefit of the Congregate Dining Center Program	\$	21,142,50
	Monetary	Program	\$	640.00

t. Joes	Diapers	NFP Donation	\$	102.79
TEELE CO, INC	Monetary	Rural Safety Days Donation	\$	100.00
	Monetary	Rural Safety Days Donation	\$	100.00
.L. Gasser	Monetary	Rural Safety Days Donation	\$	100,00
Visconsin Metals	Monetary	Rural Safety Days Donation	5	100,00
ilisboro Equipment	Monetary	Rural Safety Days Donation	\$	100.00
Inited Cooperative	Monetary	Rural Safety Days Donation	5	100.00
arm & Fleet	Monetary	Rural Safety Days Donation	\$	100,00
ental Assocailed of Baraboo	Monetary	Rural Safety Days Donation	\$	150,00
rairie Clinic	Monetary	Rural Safety Days Donation	\$	100,00
edlin-Ertz Funeral Home	Monetary	Rural Safety Days Donation	\$	100,00
littelstaedt Sports & Marine	Monetary	Rural Safety Days Donation	\$	100,00
av's Power Center	Monelary	Rural Safety Days Donation	5	100,00
id-State Equipment	Monetary	Rural Safety Days Donation	\$	100,00
lever Oil & LP	Monetary	Rural Safety Days Donation	\$	150,00
lart e Lumber, Inc.	Monelary	Rural Safety Days Donation	5	100.00
auk County Assoc for Home &				
ommunity Education	Monelary	Rural Safety Days Donation	\$	300,00
raemer Brothers	Monetary	Rural Safety Days Donation	S	100,00
rede LLC Reedsburg	Monetary	Rural Safety Days Donation	\$	100.00
lerb Kohl Philanthropies	Monetary	Rural Safety Days Donation	\$	250.00
cott Construction	Monetary	Rural Safety Days Donation	\$	500.00
SM Health	Monetary	Rural Safety Days Donation	\$	500.00
auk County Farm Bureau	Monetary	Rural Safety Days Donation	\$	500,00
auk Priairie Health Foundation	Monetary	Rural Safety Days Donation	\$	500.00
eferred Prior Yr Donations	Monetary	Rural Safety Days Donation	\$	11,470,64
erl Peterson	Monetary	NFP Donation	\$	180.00
Swen Finnegan	Diapers	NFP Donation	\$	123.00
Swen Finnegan	Diapers	NFP Donation	\$	64.00
Swen Finnedan	Diapers	NFP Donation	\$	188.00
VCCU Credit Union	Monetary	Seal A Smile Donation	\$	200,00
adeview Denal	Monetary	Seal A Smile Donation	\$	50,00
OMPEER Financial	Monetary	Seal A Smile Donation	\$	1.000.00
Reedsburg Lions Club	Monetary	Seal A Smile Donation	\$	300.00
akeside Foods, Inc	Monetary	Seal A Smile Donation	\$	100.00
Sauk County Retired Educators Assn.	Monetary	Seal A Smile Donation	s	100.00
ands End	Monetary	Seal A Smile Donation	\$	250.00
/iking Village Inc.	Monetary	Seal A Smile Donation	\$	1,625.00
lartie Lumber, Inc.	Monetary	Seal A Smile Donation	\$	250.00
Daniel Hardman	Monetary	Seal A Smile Donation	\$	100.00
lav's Power Center	Monetary	Seal A Smile Donation	\$	250,00
Mittelstaedt Sports & Marine	Monetary	Seal A Smile Donation	S	250.00

as items kids meals and 10 free one ustard coupons s s s Amazon Gift Card of work boots and 7 jackets ed, box spring, frame, mattress ubtle bed, box spring, frame tress	To support consumer and family needs enrolled in services Commmunity Support Program, Child Protection and Human Services Reception waiting room Child Protection Human Services consumers Child Protection To purchase board books for Birth to 3 families Human Services consumers Human Services consumers	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	346.50 100.00 175.00 150.00 25.00 200.00
ustard coupons s s s s Amazon Gift Card of work boots and 7 Jackets ad, box spring, frame, mattress buble bed, box spring, frame tress	Human Services consumers Child Protection To purchase board books for Birth to 3 families Human Services consumers	\$ \$ \$ \$	175.00 150.00 25.00
es Amazon Gift Card of work boots and 7 jackets ed, box spring, frame, mattress puble bed, box spring, frame tress	Child Protection To purchase board books for Birth to 3 families Human Services consumers	\$ \$	150.00 25.00
Amazon Gift Card of work boots and 7 jackets ed, box spring, frame, mattress buble bed, box spring, frame tress	To purchase board books for Birth to 3 families Human Services consumers	\$	25.00
of work boots and 7 Jackets ed, box spring, frame, mattress ouble bed, box spring, frame tress	Human Services consumers	\$	
ed, box spring, frame, mattress puble bed, box spring, frame tress			200.00
ouble bed, box spring, frame tress			
		\$	400,0
ol	Community Support Program	\$	30.0
ds	Child Protection	\$	840.0
	Community Support Program lending library	\$	40.0
food, craft supplies, Bingo and ze supplies	To support group services	s	550.0
cks/crackers/granoja bars	Youth Justice Incentives	\$	200,0
Supplies	CPS consumers	\$	75.00
pplies	Group Services	\$	75.0
	iood, craft supplies, Bingo and ze supplies cks/crackers/granola bars supplies	Community Support Program lending library ood, craft supplies, Bingo and te supplies To support group services tes/trackers/granola bars Youth Justice Incentives tupplies CPS consumers	Community Support Program lending library \$ cood, craft supplies, Bingo and the supplies To support group services \$ cks/crackers/granola bars Youth Justice Incentives \$ supplies CPS consumers \$

Jane Nobs	Holiday decorations	Resident Enjoyment	\$	250.00
Sauk County HCC Foundation	Eyeclick Obled 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	s	300,00
Peggy Connors	Craft supplies, decorations.	Resident Enjoyment	5	200.00
Anomymous	Small homemade guilts	Resident Enloyment	\$	100.00
Klemm Family	Easter baskes, decorations, candy, quilts	Resident Enjoyment	\$	250.00
Allen Schoonover	Candy bags for residents	Resident Enjoyment	\$	75,00
Connie Saarinsbury & Carol Nachrel	ne 24 Quilated lap blankets	Resident Enjoyment	\$	750.00
Chuck Connors	Flowers for pardens	Resident Enjoyment	2	50.00
Allen Schoonover	Crafts	Resident Enjoyment	5	50.00
Woodland Valley Green House	Flowers for gardens	Resident Enjoyment	\$	350,00
Stephanie Steiner	New England Christmas village & accessories	Resident Enjoyment	5	690.00
Anomymous	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 quilts	Resident Enjoyment	\$	400,00
The Walson Family	Lotion, body wash, omaments	Resident Enjoyment	\$	150.00
Joanne Simons	Wreaths for resident doors 25	Resident Enjoyment	\$	150.00
Anomymous	Lotion, body wash, zipper bags	Resident Enjoyment	5	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
Comell	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:	S	10.245.00

St. Peters Lutheran Church	Monetary Donation	PURPOSE PARTICIPATION OF THE PROPERTY OF THE P		\$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:	s	3,696,4

CASH	\$ 120,427.42
ITEMS	\$ 18,403,24
VOLUNTEER TIME	\$ 318,493,31
GRAND TOTAL	\$ 457,323,97

### RESOLUTION # 13 -2023

Resolution Designating the Week of April 17<sup>th</sup> through April 21<sup>st,</sup> 2023 as "Work Zone Safety Awareness Week in Sauk County"

Resolution offered by the Highway Committee

Consent Agenda Item: IX1 YES [ 1 NO

#### BACKGROUND:

MIS Note: No Impact.

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 17<sup>th</sup> through April 21<sup>st</sup>, 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 21<sup>st</sup> day of March, 2023.

Concontrigorial norm pq 1 == [ ]		
Fiscal Impact: [X] None [] Budge	ted Expenditure [] Not	Budgeted
Vote Required: Majority =X	2/3 Majority =	3/4 Majority =
The County Board has the legal by the Corporation Counsel,  Offered and passage moved by:	Sur Can	Brjan Peper
Fiscal Note: No Impact. With	,	

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:

Consent Agenda Item: [ ] YES [ ] NO

MIS Note: No information systems impact.

**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.

Counsel,

Fiscal Impact: [ ] None [X] Budgeted Expendit	ure [ ] Not Budgeted
Vote Required: Majority = 2/3 Majo	rity = 3/4 Majority =
The County Board has the legal authority to ador, Date:	ot: Yes X No as reviewed by the Corporation 63.15, 2023
Offered and passage moved by:	•
MARTY KRUEGER, Chair  BRANDON LOHR, Secretary  VALERIE MCAULIFFE	PETER KINSMAN, Vice Chair  LYNNEBERK  DENNIS POLIVKA
RANDY PUTTKAMER	ROBERT SPENCER

the project cost. The remaining balance is included in the 2023 LRE budget.

Fiscal Note: Soil and Water Resource Management grant funding from DATCP has been authorized to fund 50% of

## 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] Budge		
Vote Required: Majority =	2/3 Majority =	3/4 Majority =
The County Board has the legal by the Corporation Counsel,	uthority to adopt: Yes X	No as reviewed , Date:

52 53 54 55 56 57 58 59 60 61 62 63	Offered and passage moved by: Land Resources and Environment Committee		
	MARTY KRUEGER, Chair BRANDON LOHR, Secretary	PETER KINSMAN, Vice Chair  DENNIS POLIVKA	
64 65 66 67	ROBERT SPENCER	VALERIE MCAULIFFE  VALERIE MCAULIFFE	
68 69	Timely		
70 71	LYNN EBERL	RANDY PUTTKAMER	
72 73	Fiscal Note: The 2023 LRE Budget has \$3,000 of funds designated for this project.		
74	MIS Note: No Impact		

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### RESOLUTION # \6-2023

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 = \_\_\_\_ 3/4 Majority = \_\_\_\_

# Page 2, Resolution 16-2023

56 57	The County Board has the legal authority to adopt: Counsel,	Yes X No as reviewed by the Corporation, Date:03.15.2023.
58	10/1	
59 60	Offered and passage moved by:	
61		ger
62	MARTY KRUEGER, Chair	PÉTER KINSMAN, Vice Chair
63 64	le la	Tunn Ell
65	BRANDON LOHR, Secretary	LYMMEBERL
66	180h - 1. A. 121.	
67 68	VALERIE MCAULIFFE	DENNIS POLIVKA
69	VALETCE WORLDEN ! I	
70	240	John Jun
71	RANDY PUTTKAMER	ROBERT SPENCER
72		/
73	Fiscal Note: Funding for the grant programs comes	s from snowmobile, ATV/UTV and OHM registration
74	fees, a percentage of tax on gasoline and user fee	s. No County tax levy is used to fund the programs.
75	The snowmobile grant program totals \$64,650, the	ATV/UTV grant program totals \$649 and the OHM
76	grant program totals \$1,925.	
77	O M.	
78	MIS Note: No information systems impact.	

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# 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.

# Page 2, Resolution 17-2023

Consent Agenda Item: [ ] YES [X	C] NO
Fiscal Impact: [ ] None [X] Budge	eted Expenditure [ ] Not Budgeted
Vote Required: Majority = X	2/3 Majority = 3/4 Majority =
The County Board has the legal at by the Corporation Counsel,	uthority to adopt: Yes X No as reviewed, Date:
Offered and passage moved by: L	and Resources and Environment Committee
	gen -
MARTY KRUEGER, Chair	PÉTER KINSMAN, Vice Chair
11.6	A 16/10
BRANDON LOHR, Secretary	DENNISPOLIVKA
Robert Sin	Valerie Ru Bult
ROBERT SPENCER	VÄLERIE MCAULIFFE
SymEl )	
LYNN EBERL	RANDY PUTTKAMER
Fiscal Note: The 2023 LRE Budget ha	as \$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 Expend	diture [X] Not Budgeted	
Vote Required: Majority = 2/3 Maj	jority = _X 3/4 Majority =	
The County Board has the legal authority to a the Corporation Counsel,	adopt: Yes X No Date:	
Offered and passage moved by Land Resources and Environment Committee:		
	Pari	
Marty Krueger	Peter Kinsman	
11/1	J. 812	
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

# age 2, Resolution 18-2023

52	(LRM) fund as follows:	
53 54 55 56	Sauk County LRM Funds: Wi Dept of Military Affairs:	589.05 <u>11,191.95</u> 11,781.00
57 58	MIS Note: Proposed licensing is compa	atible 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:

Consent Agenda Item: [ ] YES [X] NO

**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.

Fiscal Impact: [ ] None [X] Budgeted Expe	nditure [] Not Budgeted
Vote Required: Majority = X 2/3 M	
The County Board has the legal authority to the Corporation Counsel,	adopt: Yes _X_ No as reviewed by, Date:
Offered and passage moved by Land Resou	rces and Environment Committee:
Marty Krueger  Brandon Lohr  Robert Spencer	Peter Kinsman  Lyan Eberl  Dennis Polivka
Valerie McAuliffe Valerie McAuliffe	Randall Puttkamer

age 2, Resolution 19-2023

Fiscal Note: Funds for the acquisition of these services are provided for by a grant from the 52 53 54 55 56 57 58 59 60 Wisconsin Department of Military affairs and the Sauk County Land Records Modernization (LRM) 2023 budget as follows: 1,816.30 Sauk County LRM Funds:

34,509.70 Wi Dept of Military Affairs: 36,326.00

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.

Fiscal Impact: [ ] None [X] Budgeted Expenditure	[ ] Not Budgeted
Vote Required: Majority = 2/3 Majority =	3/4 Majority =  Yes No as reviewed by the Corporation Counsel,
The sound Board has the legal authority to adopt.  Date: 03	.15.203
Offered and passage moved by:	Per c
MARTY KRUEGER, Chair	PETER KINSMAN, Vice Chair
BRANDON LOHR, Secretary	LYNN EBERL LYNN BERL
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.

Consent Agenda Item: [ ] YES [ ] NO

# **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	Ar	nount
CJP Excavating LLC	\$	32,600
Holtz Lime, Gravel & Excavating, Inc.	\$	35,250
Judd Excavating, LLC	\$	23,960
Meise Construction Inc.	\$	28,970

# 123456789012345678901234567890123456789012345678901234567890123456789012345678901

Consent Agenda Item: [ ] YES [ ] NO

MIS Note: No information systems impact.

# 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.

Fiscal Impact: [ ] None [X] Budgeted Expenditure [ ] Not Budgeted			
ote 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:, Date:, Date:			
Offered and passage moved by:			
MARTY KRUESER, Chair FETER KINSMAN, Vice Chair			
The thinks			
BRANDON LOHR, Secretary LYNYEBERL			
Valene hic lufter Com			
VALERIE MCAULIFFE DENNIS POLIVKA			
hat see			
RANDY PUTTKAMER ROBERT SPENCER			
Fiscal Note: The 2023 LRE Budget includes \$304,355 for said equestrian campground improvements.			

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### **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.

NÓW 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 Expe	enditure [ ] Not Budgeted	
Vote Required: Majority = X 2/3	Majority = 3/4 Majority =	
The County Board has the legar authority to Corporation Counsel,	o adopt: Yes No as reviewed by the	
Offered and passage moved by Land Resources and Environment Committee:		
	RES	
Marty Krueger	Peter Kinsman	
Brandon Lohr	Lynn Elef	
Rote Sier	Dennis Polivka	
Valerie Tulentiffe	12 12 12 12 12 12 12 12 12 12 12 12 12 1	
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.

MIS Note: No Direct MIS Impact

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### 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 No as reviewed by the Corporation Counsel, Date: 3.15 (2) Counsel, \_\_\_\_\_ Offered and passage moved by: PETER KINSMAN, Vice Chair MARTY KRUEGER, Chair LYNN EBERL BRANDON LOHR, Secretary DENNIS POLIVKA

Fiscal Note: The 2023 LRE Budget includes \$313,515 for the Hemlock Dam Replacement, which includes \$158,004 of ARPA funds.

ROBERT SPENCER

MIS Note: No information systems impact.

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# 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 multidischarge 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 =	3/4 Majority =
The County Board has the legal authority to adopt: by the Corporation Counsel,	Yes No as reviewed, Date:

# Page 2, Resolution 24-2023

52	Offered and passage moved by: Land Resources and Environment		
53	Mat Flynn	Pr	
54 55	Marty Krueger, Chair	Peter Kinsman, Vice Chair	
56	Warty Ringger, Orlan —	Total Killsham, Vios Sham	
57	Tymoleu	- flector	
58 59	Lynn Eberl	Brandon Lohr, Secretary	
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61	Valerie McAuliffe	Robert Spencer	
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67	Finance Committee	$\mathcal{G}_{f}(x)$	
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70	Marty Krueger, Chan	Themas Dorner	
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72 73	Lyna Ebert	Richard "Mike" Flint	
74		Tuonala mila i mil	
75	Bulliable		
76	Tim McCumber		
77 78			
79 79	Fiscal Note: The 2023 LRE Department Budget die	d include funding for the MDV program in the	
80	amount of \$59,295. This included \$22,951 of new	funding and \$36,344 of carryforward funds.	
81	As noted, an additional \$116,144.12 is anticipated	through the MDV program for Sauk County.	
82	NICONI-t No information avalence import-	J.M.	
83	MIS Note: No information systems impact.	· ·	

## RESOLUTION # 5 -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:

Consent Agenda Item: [ ] YES [x]NO

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

Fiscal Impact: [ ] None [ ] Budgete	ed Expenditure [X]Not E	Budgeted
Vote Required: Majority =	2/3 Majority = <u>X</u>	3/4 Majority =
The County Board has the legal auti Corporation Counsel,	prity to adopt: Yes	_ No as reviewed by the _, Date: _ <i>03.15.2033</i>
Offered and passage moved by:		
Law Enforcement & Judiciary Comm	nittee Finance Comn	nittee
Jol M Dall	Matin J.	Kyright
John Detrick	Marty	
47 (M)	_ /hen	in Jagnes
Kevin Schell	Thomas Dorne	er
ZARCK OWEN		
Sheila Carver	2 Lynn-Eberl	
(x) elmon scarle	- Johns	d'n Hut
Delmar Scanlon	Richard Mike	Flor
X.		

Fiscal Note: Funds in the amount of \$39,350 would be funded by 2022 carry forward funds.

MIS Note: No Impact.

David Clemens

Timothy McCumber

### 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 [ ] Budgete	ed Expenditure [X]No	t Budgeted
Vote Required: Majority =	2/3 Majority = X	3/4 Majority =
The County Board has the legal auth Corporation Counsel,	orify to adopt: Yes	No as reviewed by the Date:
Offered and passage moved by Property	Committee:	Og/AM
×		Carl Gruber
	940	Mark Smooth" Detter

Joel Chrisler

Robert Spencer

Finance Committee:

Lynn Eber

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