SAUK COUNTY BOARD OF SUPERVISORS MEETING NOTICE/AGENDA

COMMITTEE:

SAUK COUNTY BOARD OF SUPERVISORS

DATE:

TUESDAY, OCTOBER 19, 2021

TIME:

6:00 PM

PLACE:

ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

- 1. Call to Order and Certify Compliance with Open Meeting Law.
- 2. Roll Call.
- 3. Invocation and Pledge of Allegiance.
- 4. Adopt Agenda.
- 5. Adopt Minutes of Previous Meeting.
- 6. General Consent Agenda Items.
 - a. Human Services Committee:
 - i. Resolution 80-2021 Commending Dan Brattset For 20 years Of Service To The People Of Sauk County. (Page 4)
 - ii. Resolution 81-2021 Commending David Zeller For Over 34 Years Of Service To The People Of Sauk County. (Page 5)
- 7. Scheduled Appearances.
 - a. Presentation of the William H. Canfield History Award.
 - b. Belo & Co., re: branding campaign.
 - c. Ad Hoc Highway Building Committee update, Pat Gavinski.
- 8. Public Comment.
 - a. Registration form located on the table in gallery of County Board Room 326 turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda or any other matter the Board is empowered to consider.
- 9. Communications. (All communications are attached to Granicus)
 - a. Thank you card from the International Crane Foundation.
- 10. Appointments.
 - a. <u>Children's Community Options Program/Birth to 3 Advisory Committee:</u>
 Brandi Marvici, Re-appointment, Citizen Member
 3- year term- 10/19/2021 10/15/2024
- 11. Bills.
- 12. Claims.
- 13. Elections.

- 14. Proclamations.
- 15. Reports informational, no action required.
 - a. Rebecca C. Evert, Sauk County Clerk Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
 - b. Brent Miller, Administrator.
 - i. Administrator Update.
 - c. Tim McCumber, County Board Chair.
 - i. Board Chair Update.
- 16. Unfinished Business.
- 17. New Business.
 - a. Board of Health:
 - i. Resolution 82-2021 Authorizing/Approving The Purchase Of Two Vehicles. (Page 6)
 - b. Finance Committee:
 - i. Resolution 83-2021 Amending The 2021 Budget To Adjust Agricultural Use Conversion Fee Allocation Related To Realignment Of The Real Property Lister Function. (Page 7)
 - c. Highway Committee:
 - i. Ordinance 10-2021 Amending Sauk Co. Code Chapter 6 Highways, Airports, Bridges, Ditches, Fences. (Pages 8-17)
 - d. Land Resources and Environment Committee:
 - i. Resolution 84-2021 Adopting Amendments To The Fee Schedule For Chapter 10 County Parks. (Pages 18-19)
 - ii. Resolution 85-2021 Awarding A Contract For Snowmobile Trail Improvements. (Pages 20-21)
 - iii. Resolution 86-2021 Approving A Cooperative Agreement With Upper Sugar River Watershed Association And Authorization To Submit Grant Application for Surface Water Grant Program. (Pages 22-27)
 - iv. Resolution 87-2021 Awarding A Contract For A Parking And Land Acquisition Study For White Mound County Park. (Page 28)
 - e. Law Enforcement & Judiciary Committee:
 - i. Resolution 88-2021 Approving A Request To Apply For A Cooperative County And Ho-Chunk Nation Law Enforcement Program For Tribal Trust Lands Within Sauk County. (Page 29)
 - f. Property Committee:
 - i. Resolution 89-2021 Authorizing To Contract With Hill's Wiring Inc. For Upgrading The Electrical Service At The Tower Road Tower Site. (Pages 30-31)
 - ii. Resolution 90-2021 Authorize To Re-Route The Existing Sauk County Fiber Infrastructure Around The Highway Department Campus. (Pages 32-34)

- g. Presentation Of Proposed 2022 Annual Sauk County Budget:
 - i. Brent Miller, Sauk County Administrator; and Kerry Beghin, CPA, Finance Director. At this time, it is appropriate and customary for the Chair to entertain a motion certifying the proposed 2022 Sauk County Budget for publication, and to set the time and date for the Public Hearing on the proposed Budget: November 9, 2021 at 6:00 P.M. This begins the budget review process for the County as a whole.
- 18. It is anticipated that the County Board may enter into closed session pursuant to Wis. Stats. S. 19.85 (1) (f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (Topic: Health Care Center Employees). A roll call vote will be taken to go into closed session and to return to open session.
- 19. Referrals.
- 20. New Agenda items (no discussion). Submit in writing or by e-mail new business items to the Administrative Coordinator as soon as possible for Rule III.A. referral.
- 21. Adjournment.

Respectfully,

Tim McCumber County Board Chair

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

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

County Board Members:

Stop by the Office of the County Clerk prior to each Board Meeting to sign original resolutions and ordinances. Any person who has a qualifying disability that requires the meeting or materials at the meetings to be in an accessible location or format should or format should contact Sauk County at 608-355-3269, or TTY at 608-355-3490, between the hours of 8:00 AM and 4:30 PM, Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: October 14, 2021.

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

s:/admin/Co Bd Agendas/2021/ctybdagendaOCTOBER2021

RESOLUTION NO. 20 - 2021

COMMENDING DAN BRATTSET FOR 20 YEARS OF SERVICE TO THE PEOPLE OF SAUK COUNTY

Background: It is the custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Dan faithfully served the people of Sauk County for the Sauk County Human Service Department. Dan started on August 20, 2001 as the Outpatient Manager overseeing mental health, substance abuse, and crisis services. On February 10, 2003 he began as the Deputy Director, and lastly as the agency's Director for the past five years starting on April 2, 2016. Dan served in his leadership roles with character. He didn't just talk the talk, but led through example, guided by his values and principles. Dan encouraged innovation, creative solutions to difficult problems, and flexibility in meeting the needs of the consumers and the community. He wholeheartedly believed in doing the right thing even in the face of limited resources. Dan worked hard to break down agency silos and improve collaboration and communication amongst staff. He used his gift of storytelling to support and guide his leadership team. Dan believed in creating a trauma-informed agency and was instrumental in the development of inclusive, strengths based, trauma sensitive policies and practices. Dan demonstrated exemplary leadership during the course of the COVID-19 pandemic. He was a calm and steady presence in a time of great uncertainty and will always be remembered for the way he steered the agency through such a tumultuous time. Dan's dedication, knowledge, advocacy and sense of humor will be greatly missed by those who had the honor to work with him.

Dan has provided 20 years of dedicated care and professional services for the Sauk County Human Services Department.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for Dan Brattset and his 20 years of faithful service to the people of Sauk County.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

SAUK COUNTY HUMAN SERVICES

PATRICIA REGO, Chair Dolman Scanlon DELMAR SCANLON	JAMES BOWERS
ERIC SCHEUNEMANN MICHELLE BUSHWEILER	CLIFF THOMPSON (Aluis Au Auly) VALERIE MCAULIFFE

KRISTIN WHITE EAGLE

Fiscal Note: No fiscal impact.

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RESOLUTION NO. \mathcal{Q} - 2021

COMMENDING DAVID ZELLER FOR OVER 34 YEARS OF SERVICE TO THE PEOPLE OF SAUK COUNTY

Background: It is the custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. David Zeller faithfully served the people of Sauk County as a social worker from 1987 until his retirement in 2021. David worked for many years as the Chapter 51 Coordinator and was highly valued and respected for his vast knowledge of the laws, policies, and practices that govern crisis work. Rarely a day went by that someone didn't utter the words, "I'll need to ask David about that." David's calm and matter-of-fact demeanor was the perfect antidote to work that could often feel just the opposite. He built strong working relationships with numerous agencies and staff throughout the County and beyond; and was regarded as someone with great strength of character and strong convictions. David was a passionate advocate for worker's rights and fairness in the workplace. He served as a SEIU local union president and longtime union steward at Sauk County Department of Human Services. He always sought fair resolution of worker and employer concerns. David also served in a leadership role for SEIU at the state level where he was on the Board of Directors and served as the Board Secretary. David's commitment to his work was evident in all he did. His wisdom and integrity will be greatly missed by those who had the privilege to work with him.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for David Zeller's 34 faithful years of 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 on behalf of the Sauk County Board of Supervisors to present David Zeller with an appropriate certificate and commendation to express our highest esteem for his extraordinary contributions to our community.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

DELMAR SCANLON

Fiscal Note: No fiscal impact. YPB

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SAUK COUNTY HUMAN SERVICES BOA	ARD
PATRICIA REGO, CHAIRPERSON	KRISTIN WHITE EAGLE
	1 aut Bour
MICHELLE BUSHWEILER	JAMES BOWERS
Ood Clib	Cliff Thompson
JOEI CHRISLER	CLIFF THOMPSON
Valuic Ju Julf	ERIC SCHEUNEMANN
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RESOLUTION NO. 9ν - 2021

AUTHORIZING/APPROVING THE Purchase of Two Vehicles

Background: The Sauk County Health Department is pursuing the purchase of two vehicles. Bids were sent out and each received one response. Responses met the specifications set forth in the bid.

One vehicle will be purchased for the Environmental Health Unit with the use of carryforward funds from fees in the retail food program, as well as a trading in our current Ford Focus. Including the trade in, the cost of the 2022 Chevrolet Trailblazer is \$22,667.

Another vehicle will be purchased for the Seal-A-Smile program with grant funds provided by the Ho Chunk Nation and carryforward funds from 2020. The total cost of the 2022 Ford Transit is \$45,760.

Fiscal Impact: | None | X | Budgeted Expenditure | | Not Budgeted

WHEREAS, Sauk County Public Health has procured bids in compliance with the bid procedure and,

WHEREAS, it would be in the best interest of the County to have reliable and suitable transportation to carry out the mission and duties required of a public health department; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session and that the vehicle purchase be approved.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

SAUK COUNTY BOARD OF HEALTH

HOMAS DORNER

ZENI CADI CONI

REBECCA KLI

ROSS CURRY

MELANTE BURKHALTER

KIANNA BEAUDIN

Fiscal Note: Environmental Health Vehicle-\$22,667, Carryforward funds

Seal-A-Smile Vehicle-\$25,000, Ho Chunk Funding

\$20,760, Carryforward funds

RESOLUTION NO. 2021

AMENDING THE 2021 BUDGET TO ADJUST AGRICULTURAL USE CONVERSION FEE ALLOCATION RELATED TO REALLIGNMENT OF THE REAL PROPERTY LISTER FUNCTION

Background: On April 20, 2021 by Resolution 35-2021, Sauk County authorized the transfer of the Real Property Lister personnel, budget and functions to the Management Information Systems Department (MIS).

The budget transfer of revenues included: Property Tax Levy \$152,281 and Agricultural Use Conversion Fee \$3,500 for a total of \$155,781. The Agricultural Use Conversion Fee is a program that is administered by the County Treasurer and thus should have stayed in the Treasurer Budget. The Property Tax Levy amount will be adjusted to \$155,781 for a revenues total of \$155,781. This resolution will make the correction for the 2021 budget.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the 2021 budget be amended to transfer \$3,500 of agricultural use conversion fees from the MIS budget to the Treasurer budget and transfer \$3,500 of tax levy from the Treasurer budget to the MIS budget.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

SAUK COUNTY FINANCE COMMITTEE

MARTINE. KRUESER, Chair

THOMAS DORNER - Poney

RICHARD "MIKE" FLINT

TIMOTHY MCCUMBER

FISCAL NOTE: The appropriate revenues will be transferred between the Treasurer and MIS Department budgets in the 2021 Budget. The 2022 Budget will be crafted according to this new

MIS NOTE: No MIS impact.

alignment.

ORDINANCE NO. 10 - 2021

AMENDING SAUK CO. CODE CHAPTER 6 HIGHWAYS, AIRPORTS, BRIDGES, DITCHES, FENCES

Background: Under State Statute 83.015(2)(b) In any county with a county administrator or county executive, the county highway committee shall be only a policy-making body. This ordinance update brings the sections of Chapter 6 in line with state statutes. This update also increases the dollar amount that is needed before bids must be advertised for equipment purchases. This increase will ensure that the Highway Department can continue to take advantage of equipment buyback programs that ensures efficient rollover of construction equipment. The update also aligns purchasing in Chapter 6 with current financial policy for approvals of equipment purchases requiring bids.

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

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

NOW, THEREFORE, BE IT ORDAINED by the Sauk County Board of Supervisors, met in regular session, to amend Highways, Airports, Bridges, Ditches, Fences identified in this Ordinance are hereby approved, to be effective upon passage.

For Consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted:

SAUK COUNTY HIGHWAY COMMITTEE

Fiscal Note: MIS Note:

No Fiscal Impact No MIS Impact

CHAPTER 6

HIGHWAYS, AIRPORTS, BRIDGES, DITCHES, FENCES

	SUBCHAPTER I		SUBCHAPTER V
П	IGHWAY DEPARTMENT PURCHASING	CER	TAIN HORSESHOES PROHIBITED ON
6.01	Authority for creation.		HIGHWAYS
6.02	Advertisement for bids.	6.17	Use of certain horseshoes prohibited.
	Approval by the Sauk County Board of	6.18	Special permits.
6.03	Supervisors.	6.19	Enforcement and penalties.
6.04	Rejection of bids.	0.15	SUBCHAPTER VI
6.05	Persons notified for bids.		
0.03			RI-COUNTY AIRPORT OPERATION
	SUBCHAPTER II	6.20	Authority and purpose.
	HIGHWAY COMMISSIONER TERMS	6.21	Word usage.
6.06	Highway commissioner.	6.22	Definitions.
	SUBCHAPTER III	6.23	Land use.
	TRAFFIC RULES AND REGULATIONS	6.24	Commission and manager.
< 0.55		6.25	Operation policies.
6.07	Authority.	6.26	Ownership and funding.
6.08	Definitions.	6.27	Cooperation.
6.09	Provisions of state law adopted by reference.	6.28	Notices.
6.10	Disturbance of the peace with a motor vehicle.	6.29	Withdrawal and dissolution.
6.11	Parking in certain areas prohibited.	6.30	Superseding effect.
6.12	Penalties.	6.31	Severability.
6.13	Enforcement.		
6.14	Repeal of conflicting ordinances.		
	SUBCHAPTER IV	•	
	FISHING ON COUNTY TRUNK T		
6.15	Unlawful to fish.		
6.16	Penalties.		

SUBCHAPTER I

HIGHWAY DEPARTMENT PURCHASING

- 6.01 Authority for creation. Pursuant to Wis. Stat. § 83.015, this subchapter is for the purpose of regulating the procedure and methods used by the Sauk County Highway Commissioner in the purchase of road machinery, equipment, materials and supplies.
- 6.02 Advertisement for bids. Whenever the Sauk County Highway Commissioner shall contemplate the purchase of any road machinery or equipment, where the estimated cost of such machinery or equipment shall exceed \$50,000.00, the purchase of such machinery or equipment shall be made by first advertising for sealed bids on the same, at least twice in the official county newspaper and if deemed necessary by the Sauk

County Highway Commissioner, in whatever other publication the Commissioner feels the interest of the county may demand. The Sauk County Highway Commissioner, after receiving such bids, shall award the purchasing contract to the lowest responsible bidder, provided always that the Sauk County Highway Commissioner may refuse to purchase any item regardless of whether or not it constitutes the lowest bid when they have reason to believe such item is not suitable for the use for which it is intended.

of Supervisors. No road machinery or equipment shall be purchased by the Sauk County Highway Commissioner the cost of which shall exceed \$50,000.00 without the concurrence and permission of the Sauk County Highway Committee. (1) Whenever such purchase in excess of \$50,000.00 is contemplated, the Sauk

County Highway Commissioner shall follow the procedure set forth in s. 6.002, but before awarding the contract for purchase, shall submit the same together with their recommendation to the Sauk County Highway Committee to be approved or disapproved

- (2) The date for the receipt and opening of bids shall be so controlled by the Sauk County Highway Commissioner, that it will be set at such date as will be convenient to the next scheduled meeting of the Sauk County Highway Committee.
- County Highway Commissioner shall advertise for bids pursuant to this ordinance, the Commissioner, in their advertisement for bids, shall expressly reserve the right to reject any or all bids. In the event the estimated cost of such purchase shall exceed \$50,000.00 there shall be added "the acceptance of all bids are subject to the approval of the majority of the Highway Committee for Sauk County."
- any purchase of road machinery or equipment is to be made by the Sauk County Highway Committee, the estimated cost of which will exceed \$50,000.00, the Sauk County Highway Commissioner shall give written notice of the date of opening of bids, and the date of the meeting of the Sauk County Highway Committee to consider such bids, to the Chair of the Sauk County Board of Supervisors, Chair of the Finance Committee of the Sauk County Board of Supervisors, and County Administrator in order that they may attend such meetings.

SUBCHAPTER II

HIGHWAY COMMISSIONER TERMS

6.06 Highway commissioner. In the event of a vacancy in the position of highway commissioner, the Sauk County Highway Committee and Administrative Coordinator shall present to the county board the name of one person they certify as qualified for the position of highway commissioner for Sauk County. Such person shall be recruited and screened by the

Committee County Highway Sauk Administrative Coordinator, acting jointly, in accordance with the general hiring procedures established under the county's personnel ordinance. If confirmed by majority vote of the county board, the person so selected shall serve until the first Monday in January of the second year succeeding the year of the election; and if reelected, shall serve an indefinite term as highway commissioner for Sauk County, commencing on the first day of the month following said election. The highway commissioner may be removed by the county board in accordance with Wis. Stat. § 17.10(2). The county board may, in its discretion, approve an employment agreement for the highway commissioner in accordance with s. 13.03 Sauk County Code.

SUBCHAPTER III

TRAFFIC RULES AND REGULATIONS

- **6.07 Authority.** This subchapter is created and adopted pursuant to the authority contained in Wis. Stat. §§ 349.06 and 350.18.
- 6.08 Definitions. Unless a different meaning is expressly provided, the words and phrases defined in Wis. Stat. § 340.01 are hereby adopted and incorporated within this ordinance as if fully defined herein.
- Reference. Pursuant to Wis. Stat. § 349.06, all traffic regulations contained in Wis. Stat. chs. 341 through 348, Wis. Stat. ch. 350, and Wis. Admin. Code § Trans. 305 are herein adopted and incorporated by reference, including any existing and future amendments thereto and including all future and existing rules of the Wisconsin Department of Transportation. Any act required to be performed or prohibited by a statute incorporated herein by reference is required or prohibited by this ordinance.
- **Vehicle.** No operator of any motor vehicle, including motorcycles, all-terrain vehicles and motor bicycles, shall cause, by excessive and unnecessary acceleration, the tires of such motor vehicle to spin and emit loud noises or to

unnecessarily throw stones or gravel; nor shall such operator cause to be made by excessive and unnecessary acceleration of an engine any loud noise as would disturb the public peace.

6.11 Parking in Certain Areas Prohibited.

- (1) No person shall leave or park any motor vehicle, whether temporarily or otherwise, upon any highway within Sauk County in violation of Wis. Stat. §§ 346.51 through 346.55 except as provided in Wis. Stat. § 346.50.
- (2) No person shall leave or park any motor vehicle, whether temporarily or otherwise, upon any highway within Sauk County in violation of Wis. Stat. § 346.505 except as provided in Wis. Stat. § 346.50.
- 6.12 Penalties. (1) Except as otherwise provided herein, the penalty for violation of any provision of this ordinance shall be a forfeiture as specified in the Wisconsin Statute or a deposit as specified in the deposit schedule established by the judicial conference pursuant to Wis. Stat. § 345.26(2)(a) and any amendments thereto.
- (a) The forfeiture for violation of Sauk Co. Code § 6.011(1) shall be \$20.00, together with the cost of prosecution and such other costs as are provided for in Wis. Stat. ch. 345.
- (b) The forfeiture for violations of Sauk Co. Code § 6.011(2) shall be \$150.00, together with the cost of prosecution and such other costs as are provided for in Wis. Stat. ch. 345.
- (c) If the forfeiture is not paid within 10 days of its issuance, the forfeiture amount expressed above shall double.
- (d) If an operator of a vehicle violates any of those sections of this ordinance in strict conformity with Wis. Stat. §§ 346.04(1) or (2), 346.18(6), 346.27, 346.37, 346.39, 346.46(1), 346.57(2), (3), (4)(d) to (h) or (5) or 346.62(2) where persons are engaged in work in a highway maintenance or construction area or in a utility work area are at risk from traffic, the forfeiture or fine for the violation shall be doubled.
- (e) Any vehicle parked or left standing upon a highway, street or alley, or other public grounds in violation of any of the provisions of this section is declared to be a hazard to traffic and public safety. Such vehicle shall be removed by the operator, upon request of the sheriff or deputy sheriff, to a position where parking, stopping or

- standing is not prohibited. Any deputy sheriff, after issuing a citation for illegal parking, stopping or standing of an unattended vehicle in violation of this code, is authorized to remove such vehicle to a position where parking is not prohibited. The officer may order a motor carrier holding a permit to perform vehicle towing services, a licensed motor vehicle salvage dealer or a licensed motor vehicle dealer who performs vehicle towing services, to remove and store such vehicle in any storage garage, or rental parking grounds, or any facility of the person providing the towing and services. In addition to other penalties provided by this chapter, the owner or operator of a vehicle so removed shall pay the cost of towing and storage.
- (2) OTHER SANCTIONS. (a) The procedures applicable to nonmoving violations in Wis. Stat. § 345.28, including suspension or refusal of vehicle registration, are adopted and authorized herein.
- (b) The enforcement of this section shall be accomplished by issuing a citation to the registered owner of the vehicle, such citation to be clearly affixed in a conspicuous place upon the vehicle.
- (c) The circuit court may require compulsory safety school attendance for violations of Wis. Stat. §§ 346.01 to 348.28.
- 6.13 Enforcement. The provisions of this subchapter may be enforced by the Sauk County Sheriff's Department. Sworn law enforcement officers at all levels within the County shall have authority to issue citations or complaints for violations of this Chapter. This Chapter shall be enforced in the same manner as prescribed by the provisions of Wis. Stat. §§ 345.20 through 345.53.
- 6.14 Repeal of conflicting ordinances. All ordinances regulating traffic upon the streets, alleys and highways of Sauk County, Wisconsin, and all ordinances or parts of ordinances heretofore enacted by the County Board of Sauk County, Wisconsin, in conflict herewith are hereby repealed.

SUBCHAPTER IV

FISHING ON COUNTY TRUNK T

- 6.15 Unlawful to fish. It shall be unlawful for any person to fish from the highway on County Trunk T in the Town of Fairfield within 100 feet of Leach Lake.
- 6.16 Penalties. Any person convicted of fishing in violation of this ordinance shall be punished by a forfeiture of not less than \$5.00 nor more than \$25.00 together with costs of the action, or in default of the payment of the fine and costs, committed to the county jail for a period not to exceed 30 days.

SUBCHAPTER V

CERTAIN HORSESHOES PROHIBITED ON HIGHWAYS

- 6.17 Use of certain horseshoes prohibited. No person shall use any animal to pull a carriage or other vehicle or ride an animal on a paved highway surface that is shod or otherwise fitted with any horseshoe, cover, wrap or similar attachment that is made of any metal or structurally similar material with protuberances that exceed 1/4 inch in length that make contact with a paved highway surface while attached to or otherwise covering at least one hoof of the animal. This restriction does not apply between December 1 and February 28.
- 6.18 Special permits. The Sauk County Highway Commissioner may issue special permits authorizing temporary use of attachments otherwise prohibited under s. 6.017 for participants in special events between March 1 and November 30 when such temporary use is unlikely to cause unreasonable damage to roadway surfaces. Permits under this section are valid only for the period specified therein and only if in possession of the permittee. The Sauk County Highway Committee may set a reasonable fee for such permits.

6.19 Penalties. Any person violating this section is subject to a forfeiture of not less than \$10 nor more than \$200 for each violation.

SUBCHAPTER VI

AIRPORT OPERATION

- 6.20 Authority and purpose. Pursuant to Wis. Stat. §§ 114.11 through 114.151, this subchapter is for the purpose of establishing airport operation policies and land use within the boundaries of the Tri-County Airport.
- **6.21** Word usage. For the purposes of this subchapter, certain words and terms are used as follows:
- (1) Words used in the present tense include the future.
- (2) Words in the singular include the plural.
- (3) Words in the plural include the singular.
- (4) The word "shall" is mandatory and not permissive.
- **6.22 Definitions.** For the purposes of this subchapter, certain words and terms are defined as follows:
- (1) "Airport" means the Tri-County Airport located at E2525 County Road JJ, Spring Green, Wisconsin 53588.
- (2) "Commission" means the Tri-County Airport Commission as established by theowner, under Wis. Stat. § 114.14, which has jurisdiction for the construction, improvement, equipment, maintenance, and operation of the airport as set forth in s. 6.024.
- (3) "Corporate hangar" means a building housing one or more aircraft for the personal or business use of the hangar owner or lessee, and wherein no commercial activities are allowed.
- (4) "Fixed-base operator" means means any person, firm, corporation, or association conducting any aeronautical business on the airport.
- (5) "Hangar" means a building designed or used primarily for the housing or storage of aircraft.

- (6) "Manager" means the person employed by the commission as set forth in s. 6.024.
- (7) "Multiple T-hangar" means a building composed of partitioned, nested units designed to house no more than one aircraft in each unit and having single door openings for each unit.
- (8) "Owner" means Sauk, Iowa, and Richland Counties.
- **6.23** Land use. In order to regulate the development and use of the airport, the airport shall keep and update an Airport Layout Plan, as required.
- **6.24** Commission and manager. **(1)** COMMISSION ORGANIZATION. (a) The Tri-County Airport Commission shall consist of 7 members, 6 of whom shall be supervisors appointed by the chairperson of the Sauk, Iowa, and Richland County Boards, 2 from each county, subject to approval of the respective county boards. The 7th member shall be a regular airport user when appointed.
- (b) The terms of the county boardsupervisor members shall be determined by the county boards appointing each member. Upon approval of the commission and the county boards of the owner, the airport user commission member shall serve a term of 3 years.
- (c) The compensation of the county board supervisor members shall be determined by the county boards appointing each member.
- (d) The commission shall elect one supervisor member to serve as chairperson and one supervisor member to serve assecretary. The secretary shall keep an accurate record of all commission proceedings and transactions and shall provide minutes detailing those proceedings and transactions to the Sauk, Iowa, and Richland County Clerks.
- (e) Commission member votes shall be weighted as follows: Sauk County –24.5% each, Iowa County 12.5% each, Richland County 12.5% each and airport user 1.0%.
- (f) The airport user commission member, subject to commission guidance, shall actively promote and support the airport and communicate airport information with and from current and potential airport users and others.

- (2) COMMISSION AUTHORITY AND DUTIES. Subject to the limitations in sub. 6.023(3) below:
- (a) The commission shall have jurisdiction for the construction, improvement, equipment, maintenance, and operation of the airport.
- (b) The commission shall recommend regulations and fees or charges for the use of the airport consistent with this ordinance. Such regulations, fees, and charges will be effective when approved by the owner.
- (c) Sauk County shall hire a Tri-County Airport Manager for the airport and set the compensation, benefits, expense reimbursements to be paid. The airport manager shall be a Sauk County employee. Sauk County, with assistance of the commission, shall establish performance review standards for the airport manager and Sauk County shall conduct annual performance reviews of the manager with input from the commission. The commission shall reimburse Sauk County for the salary, employee benefits, and expenses paid by Sauk County to or on behalf of the manager.
- (d) The commission may hire and fix the compensation of independent contractors as necessary, including an independent contractor to perform essential airport management functions during a temporary absence of the airport manager
- (e) The commission may contract with the United States, State of Wisconsin or other governmental and non-governmental entities when necessary to fulfill its responsibilities for the construction, improvement, equipment, maintenance, or operation of the airport.
- (f) The commission, subject to approval of owner, may contract with private parties for a term not to exceed 5 years for the operation of the airport, including all necessary arrangements for the improvement, equipment, and successful operation of the airport.
- (g) The commission shall procure and maintain in full force and effect insurance in forms and levels sufficient to protect the owner, the commission, individual members of the commission, airport employees and the airport from any liability arising from the operation of the airport.
- (h) The commission shall, in cooperation with the Sauk County Accounting Department, establish an airport accounting system of

sufficient detail to enable the commission to accurately recommend rates and charges, eliminate inefficient operation and maintenance practices, and accomplish sound financial planning.

- (i) The commission shall, in cooperation with the manager and Sauk County Accounting Department, prepare and submit an annual report to the owner. The report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year, and projects for the coming year, and include other information deemed pertinent.
- (j) The commission shall prepare and submit to the owner an annual budget setting forth anticipated revenues and expenditures, including capital improvements.
- (k) The commission shall prepare and submit for adoption by the owner an ordinance establishing minimum requirements for the conduct of aeronautical services on the airport and an ordinance regulating vehicle and pedestrian traffic on the airport. Current and future ordinances submitted by the commission and approved by the owner are incorporated by reference and shall be deemed part of this Agreement as if set forth fully herein.
- (1) The commission shall approve and utilize standard leases and agreements for the various types of airport activities and land uses authorized in this ordinance.
- (m) The commission shall make studies and conduct surveys as appropriate to assist in improving the operation of the airport. It shall cooperate with the Wisconsin Bureau of Aeronautics and the Federal Aviation Administration in airport and system planning functions and other activities.
- (n) The commission shall cooperate with, and receive the cooperation of, all departments of the owner providing services or assistance to the airport.
- (o) The Sauk County Corporation Counsel shall serve as legal counsel for the commission. The commission may engage other non-legal professional services when necessary for the airport.
- (3) LIMITATIONS ON COMMISSION AUTHORITY. The exercise of authority by the

- commission under s. 6.024 above shall be subject to all of the following conditions:
- (a) The commission shall preserve public access and use of the airport and the public may in no case be deprived of equal and uniform use of the airport.
- (b) The commission is not a subunit of owner and no act, contract, lease, or any activity of the commission shall be or become binding on or deemed an act of owner unless specifically authorized by owner, and then only to the extent specifically authorized.
- (c) The commission is a governmental body. The commission and its members shall comply with all laws applicable to governmental bodies and public officials. No member of the commission may vote on the question of his or her selection as manager nor on any question as to his or her compensation.
- (4) MANAGER AUTHORITY AND DUTIES. The airport manager shall have the following authority and duties:
- (a) The manager, under the supervision of the commission, shall have the duty of administering and enforcing all airport ordinances, leases and agreements, and rules and regulations. The manager shall have authority to sign leases and other documents that have been approved by the commission.
- (b) The manager, under the supervision of the commission, shall be responsible for day-to-day operations at the airport and shall have the authority to make commission-budgeted expenditures of \$10,000 or less per item without further pre-authorization by the commission.
- (c) The manager shall meet with the commission at the airport at least once each calendar quarter to inspect the airport facilities, review airport operations and financial matters, and discuss proposed airport development and other business.
- (d) The manager shall provide a written report to the Sauk, Iowa, and Richland County Boards on no less than a quarterly basis.
- (e) The manager shall, in cooperation with the commission and the Sauk County Accounting Department, prepare and submit an annual report to the owner. The report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year, and projects

for the coming year, and include other information deemed pertinent.

- (f) The manager shall have such other duties and responsibilities as may be specified in the airport manager job description.
- 6.25 Operation policies. The Tri-County Airport Commission, in carrying out its duties and responsibilities, shall adhere to the following policies:
- (1) The commission shall encourage the development of the Airport, especially in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the reexamination and readjustment of rates and charges at specified periods of time during the term of the lease.
- (2) The commission may provide utility service infrastructure up to a lessee's property line. The lessee shall bear such costs on his leased property.
- (3) No person shall engage in any business or commercial activity whatsoever on Tri-County Airport property unless specifically authorized in writing by the commission. Lessees shall be selected on the basis of their qualifications, financial capabilities, and services offered; and not solely by bid basis. In determining the use of public building space, first consideration shall be given to public necessity and convenience. The commission will provide the Wisconsin Bureau of Aeronautics with a complete copy of each current lease and agreement, if required by law.
- (4) Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to the approval of the commission; Wisconsin Department of Industry, Labor, and Human Relations; Wisconsin Bureau of Aeronautics; and the Federal Aviation Administration.
- (5) Only the airport manager or designees thereof, with commission authorization, may engage in the activity of storing, transporting, or dispensing of aviation fuels to the general public. Aircraft owners and operators may fuel their own aircraft.
- (6) Aircraft ground access to the airport property shall not be allowed, except from an approved airport industrial park as depicted on the airport layout plan.

- (7) Tobacco smoking, e-cigarette use, alcohol consumption, and illegal use of drugs is prohibited on airport grounds. All persons shall comply with all applicable federal, state, and FAA statutes, rules, and regulations while on airport grounds.
- Ownership and funding. (1) AIRPORT OWNERSHIP. Subject to all other provisions pertaining to ownership interests contained within this section and s. 6.028, ownership interest in all airport assets shall be apportioned between the member counties as follows: Sauk County 49%, Iowa County 25.5%, and Richland County 25.5%.
- (a) County AIRPORT FUNDING. **(2)** appropriations. All moneys appropriated for the equipment, improvement, construction, maintenance, or operation of the airport as managed by the commission, or earned by the airport or made available for its construction, equipment, maintenance, or improvement, operation in any manner whatsoever, shall be deposited with the Treasurer of Sauk County, where it shall be kept in a special fund and paid out only on order of the commission, drawn and signed by the secretary and countersigned by the chairperson of the commission. 1. 'Annual operating expenses.' The county board of each county owner shall appropriate on an annual basis the monetary amount requested by the commission for annual operating expenses in the upcoming year in the following proportions: Sauk County 49%, Iowa County 25.5%, and Richland County 25.5%.
- 2. 'Capital expenditures.' In addition to the appropriation for annual operating expenses, the county board of each member county shall appropriate on an annual basis the amount designated by the commission for addition to the airport capital expenditure account in the upcoming year in the following proportions: Sauk County 49%, Iowa County 25.5%, and Richland County 25.5%., which shall be reserved for future maintenance and construction projects exceeding \$5,000.00 in total cost and with a life expectancy of not less than 5 years.
- (b) Any private monetary contributions to the airport shall be applied to the airport capital expenditures account unless otherwise

specifically designated by the contributor at the time the contribution is made.

- (c.) Failure to fund. Failure of a county owner to fully fund the airport as required by Paragraph 1 of this section shall be deemed a material breach of a member county's financial obligations to the airport. Upon such a breach, the non-breaching counties may, by resolution passed by the county boards of both non- breaching counties, expel the breaching member county from the airport. In the event of expulsion, the expelled county's assets in the airport shall be forfeited in equal shares to the remaining member counties. The expelled member county shall remain liable for all state or federal funds previously spent or committed to the airport on a cost-share basis.
- 6.27 Cooperation. Owner counties shall, in a timely and constructive manner, cooperate to resolve drainage and other issues related to but outside of the physical boundaries of the airport property that significantly impact the operation or viability of the airport.
- **6.28** Notices. The County Clerks of the owner counties shall be the designated points of contact for any written notices or reports required under this ordinance.

6.29 Withdrawal and dissolution.

- (1) WITHDRAWAL. (a) Authority for withdrawal. As permitted by Wis. Stat.
- § 114.151, the county board of any participating member county of the airport may by resolution withdraw from and relinquish its interest in the joint operation and control of the airport.
- (b) Procedure for withdrawal. If a member county wishes to withdraw from the airport, it shall provide written notice to each member county of its intent to do so by no later than July 1. Upon receipt of this notice, the other member counties will have 60 days in which to file a corresponding notice of intent to withdraw from the airport. Any withdrawal must be formalized by action of the withdrawing county's board by no later than October 1 in the calendar year notice of intent to withdraw is given, and the withdrawal shall have an effective date of January 1 of the next calendar year.

- (c) Rights and liablilities upon withdrawal. A withdrawing county shall remit by December 1 all unpaid appropriations for the calendar year in which notice of intent to withdraw is given. A withdrawing county shall remain liable for and shall remit timely payment of any appropriation obligation incurred prior to withdrawal for future airport projects but only for the amount obligated as of July 1. A withdrawing county shall relinquish all current and future interests in and claims related to the airport. The remaining member counties shall assume liability for all state or federal funds previously spent or committed to the airport on a cost-share basis.
- (d) Continued operations. In the event of withdrawal by a member county, membership of the withdrawing county on the commission shall cease on the effective date of withdrawal. The airport shall not be dissolved upon the withdrawal of a single member county but shall continue to operate in accordance with the provisions of the Airport Operation Ordinance and any other ordinances adopted by the owner pertaining to operations at the airport, which shall be subject to revision, as necessary, with approval of the county boards of the remaining members of the airport.
- (2) DISSOLUTION. (a) Procedure for dissolution. The airport and commission may be dissolved upon mutual agreement and resolution by the county board of all members of the airport or if the county boards of at least two member counties resolve to withdraw from and relinquish their interest in the joint operation and control of the airport.
- (b) Action upon dissolution. Upon action triggering dissolution of the airport, a meeting of the commission or its remaining members shall be called to determine whether the airport shall continue to operate, and if not, to adopt a plan for 'Continued 1. closure and liquidation. operation upon dissolution.' If a single member county chooses to continue operations at the airport, all assets and liabilities of the airport shall be transferred to that operating county, and the dissolved. be commission shall withdrawing county shall remit by December 1 all unpaid appropriations for the calendar year in which dissolution occurs. Each withdrawing county also shall remain liable for any appropriation obligation incurred prior to

withdrawal for future airport projects but only for the amount obligated as of July 1. The operating county shall assume liability for all state or federal funds previously spent or committed to the airport.

- 2. 'Closure of airport.' In the event the decision is made to close the airport, notice shall be given to all tenants of the airport in accordance with the terms of their lease agreements. Upon closure, the assets of the airport shall first be used for the payment of debts and obligations of the airport. Remaining assets, if any, shall be distributed to the then-existing member counties of the airport in ratio to past contributions by each member. Unless otherwise agreed upon or dictated by contract, member counties at the time of dissolution shall share equally all outstanding liability for state or federal funds spent or committed to the airport prior to July 1, 2019 on a cost-share basis. Unless otherwise agreed upon or dictated by contract, member counties at the time of dissolution shall share all outstanding liability for state or federal funds spent or committed to the airport after June 30, 2019 on a cost-share basis in the following proportions: Sauk County 49%, Iowa 25.5%, and Richland County 25.5%.
- (3) COOPERATION REQUIRED. In the event of withdrawal from or dissolution of the airport, all member counties agree to cooperate in the drafting and execution of any documentation necessary to effectuate the withdrawal or dissolution.
- 6.30 Superseding effect. Owner expressly intends, without reservation, this ordinance to supersede upon adoption any prior ordinance, agreement, or understanding of owner with respect to the matters addressed.
- 6.31 Severability. The several provisions of this ordinance shall be deemed severable, and it is expressly declared that the owner would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. And, if any provision of this ordinance or the application or circumstances is held invalid, the remainder of the ordinance and the application shall not be affected.

Chapter 6, Subchapters I & II, previously Sauk Co. Code, Chapter 17 – Highway Department Purchasing and Commissioner Terms, as adopted by the Sauk County Board of Supervisors. Section 17.08 adopted by the Sauk County Board of Supervisors, October 15, 1991, effective January 1, 1994. Amended by the Sauk County Board of Supervisors on December 18, 2001 - Ordinance No. 165-01. Amended by the Sauk County Board of Supervisors on July 18, 2017 - Ordinance No. 7b - 17. Amended by the Sauk County Board of Supervisors on February 22, 2018 - Ordinance No. 1-18.

Chapter 6, Subchapter III — Traffic Rules and Regulations, previously Sauk Co. Code, Chapter 6 - Traffic and Snowmobile Rules and Regulations, repealed and recreated by Ordinance No. 154-85 and adopted by the Sauk County Board of Supervisors on November 12, 1985 and published on November 27, 1985 (Baraboo News Republic). Section 6.02 created by Ordinance No. 34-97 and adopted by the Sauk County Board of Supervisors on April 15, 1997. Repealed and recreated by the Sauk County Board of Supervisors on October 19, 2010 - Ordinance No. 120 -10. Amended by the Sauk County Board of Supervisors on June 17, 2014 - Ordinance No. 3-14. Amended by the Sauk County Board of Supervisors on June 17, 2014 - Ordinance No. 3-14. Amended by the Sauk County Board of Supervisors on July 21, 2015 - Ordinance No. 8-15.

Chapter 6, Subchapter IV - Fishing on County Trunk T, previously Sauk Co. Code, Chapter 14 - historical footnote is unavailable for Chapter 14.

Chapter 6 repealed and recreated by the Sauk County Board of Supervisors on July 16, 2019 - Ordinance No. 10-19. Amended by the Sauk County Board of Supervisors on August 20, 2019 - Ordinance No. 11-19.

RESOLUTION NO. 4 - 2021

ADOPTING AMENDMENTS TO THE FEE SCHEDULE FOR CHAPTER 10 COUNTY PARKS

Background: Pursuant to Chapter 10 of the Sauk County Code of Ordinances, the Sauk County Board of Supervisors has the authority to establish fees as follows:

Pursuant to s. 10.04 Fees. (1) The Sauk County Highway and Parks Committee, upon authorization of the County Board, will establish reasonable fees for the use of Sauk County Parks, camping and pavilion facilities in accordance therewith. To keep camping fees comparable to similar campgrounds, the Sauk County Land Resources and Environment Department has compared amenities and prices with neighboring counties, and has determined that fees should be amended to increase revenue to offset operating costs.

Campers currently have to pay for each adult, per night and if applicable, \$5 per night for electricity. The proposed 2022 fee schedule will eliminate these two fees and create a per-night fee of \$20 for a nonelectric campsite and a per-night fee of \$25 for an electric campsite.

The 2021 fees allowed up to 4 adults (16 + years of age) per night, plus an unlimited number of children and pets per campsite. The new 2022 fees will allow up to 4 adults (18 + years of age), 6 children and 3 animals on each campsite. Campsites 02 and 54 will allow up to 8 adults (18 + years of age), 6 children and 3 animals due to their large size.

Note: Chapter 10 refers to the Highway and Parks Committee. Oversight of the Parks is now by the Land Resources and Environment (LRE) Committee. As such, this resolution is presented to the County Board by the LRE Committee.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the fee schedule for Chapter 10 County Parks Ordinance of the Sauk County Code of Ordinances attached hereto as Appendix A be approved.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

LAND RESOURCES & ENVIRONMENT COMMITTEE

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MARTY KRUEGER, Chair	PETER KINSMAN, Vice Chair
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ROSS CURRY	ROB NELSON
	DENNIS POLIVKA
BRANDON LOHR	Value he half
RANDY PUTTKAMER	VALERIE MCAULIFFE

Fiscal Note: Increased fees will result in increased revenue to cover the costs for staff time.



Land Resources & Environment Department 2022 Fee Schedule

PARK AND RECREATION - Fees	2021 Amount	2022 Amount	Ordinance Authority
Camping			
Adult fee	\$5/night/adult	\$-	10.04
Electric fee	\$5/night/campsite	\$-	10.04
Electric campsite	\$-	\$25/night	
Nonelectric campsite	\$-	\$20/night	
Unattended electric campsite	\$0	\$10.00	
Unattended nonelectric campsite	\$0	\$5.00	

RESOLUTION NO. <u>95</u> - 2021

AWARDING A CONTRACT FOR SNOWMOBILE TRAIL IMPROVEMENTS

Background: Sauk County annually participates in maintaining, acquiring, insuring or 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.

In April of 2019, the Sauk County Land Resources and Environment Department (LRE) applied for funding for snowmobile trail improvements in the WDNR Sauk Prairie State Recreation Area. The current snowmobile trail crosses private land and parallels a fence. Funding was requested to reroute the trail by brushing and clearing and eliminate landowners and safety concerns. In August of 2019, WDNR awarded Sauk County a reimbursement grant in the amount of \$13,000. An advance payment of \$9,750 has already been received to begin the project.

Sauk County LRE staff held a public bid opening on October 4, 2021 and received 2 competitive sealed bids. The most responsible, responsive bidder is MJ Beck LLC. Sauk County LRE believes it is in the best interest of Sauk County to enter into a contract, subject to a contract review by Sauk County Corporation Counsel, for a sum of \$11,500.00 with MJ Beck LLC for snowmobile trail improvements. A list of bids received is attached.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for snowmobile trail improvements be awarded to MJ Beck LLC for said improvements in the amount of \$11,500.00; and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the Land Resources and Environment Director to enter into an Agreement with MJ Beck LLC for snowmobile trail improvements.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

LAND RESOURCES & ENVIRONMENT COMMITTEE

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MARTY KRUEGER Chair	PETER KINSMAN, Vice Chair
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Fiscal Note: Grant funding of \$13,000 has been awarded from the Wisconsin Department of Natural Resources. An advance payment of \$9,750 has already been received. No County tax levy is used to fund the improvements.

MIS Note: No information systems impact.



Land Resources & Environment Department Snowmobile Trail Improvements

Bids Received	
Vendor	Amount
MJ Beck LLC	\$11,500
Merrimac Area Snowmobilers, Inc.	\$13,000

RESOLUTION NO. 26 - 2021

APPROVING A COOPERATIVE AGREEMENT WITH UPPER SUGAR RIVER WATERSHED ASSOCIATION AND AUTHORIZATION TO SUBMIT GRANT APPLICATION FOR SURFACE WATER GRANT PROGRAM

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. On September 21, 2021, the Land Resources and Environment Committee designated Upper Sugar River Watershed Association (USRWA) as the designated agent for Sauk County. A Cooperative Agreement is attached (Exhibit A), which outlines the responsibilities of the county and USRWA. In order to receive and accept funds, Sauk County must submit a surface water grant application.

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

WHEREAS, the Cooperative Agreement must be approved and executed in order for the Upper Sugar River Watershed Association to receive surface water grant funding for aquatic invasive species outreach and education projects completed in Sauk County; and,

WHEREAS, the surface water grant application must be approved and executed in order for Sauk County to receive surface water grant funding.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session, approves the Cooperative Agreement (Exhibit A) and authorizes the Land Resources and Environment Director to sign the Cooperative Agreement with Upper Sugar River Watershed Association; and,

BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors supports aquatic invasive species outreach and education and authorizes the Land Resources and Environment Director to submit the surface water grant application.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

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MAR TY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

ROB NELSON

DENNIS POLIVKA

RANDY PUTIKAMER

VALERIE MCAULIFFE

Fiscal Note: As the designated agent for Sauk County, Upper Sugar River Watershed Association will receive allocated funds of \$13,058.86 on behalf of Sauk County directly from the Wisconsin Department of Natural Resources.

MIS Note: No new MIS impact.

Exhibit A Cooperative Agreement to Satisfy Eligibility for Upper Sugar River Watershed Association Calendar Years 2022-2024

Project Title: USRWA AIS coordinator 2022

Term of Agreement: January 1, 2022 - December 31, 2024

This Agreement between Sauk County ("County") and the Upper Sugar River Watershed Association ("agent") documents the manner in which the agent will provide core Aquatic Invasive Species ("AIS") Prevention and Citizen Lake Monitoring Network ("CLMN") services in the coverage area during the Term of Agreement referenced above. The coverage area and training includes the following counties: Sauk, Green, Grant, Lafayette, Iowa, and Vernon. Therefore, in consideration of the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, County and the agent agree as follows:

A. Designation of Agent

Sauk County designates Upper Sugar River Watershed Association as its agent for providing core AIS prevention and Citizen Lake Monitoring Network services.

B. Goal of Sauk County

Sauk County's goals in entering into this Agreement are to improve surface water quality through the detection, prevention, and control of AIS, and monitoring of lake water quality conditions.

D. Goal of the Upper Sugar River Watershed Association

Agent's goals in entering into this Agreement are to provide technical assistance to communities, stakeholders, and volunteers within the coverage area to prevent the spread of AIS, to provide education about AIS impacts and prevention, and to conduct lake monitoring.

E. Annual Meeting Requirement

Both parties shall meet annually to plan, prioritize, and coordinate pilot project activities.

F. Duties of the Agent

In cooperation with the Wisconsin Department of Natural Resources ("WDNR"), the agent shall continue to implement an AIS Prevention and Outreach Program throughout coverage area. The agent shall perform the following:

1) Provide local support and assistance in implementation of statewide communication and education priorities to ensure consistent AIS messaging.

a. Work with WDNR and the University of Wisconsin-Madison, Division of Extension in implementation of the Wisconsin Statewide Aquatic Invasive Species Strategic Plan.

b. Collaborate with WDNR on delivery of consistent project communication,

outreach, and educational programming.

c. Participate in and coordinate local partner involvement in at least four statewide AIS initiatives including Landing Blitz, Drain Campaign, Waterfowl Hunter Outreach, Bait Shop Initiative and other campaigns, as directed by the WDNR, to AIS stakeholders in the coverage area. This includes providing media tools, resources, and messaging prompts to partners.

d. Coordinate with WDNR staff and other local partners within the coverage area to share AIS prevention and education efforts.

e. Meet with cooperative invasive species management areas ("CISMA"), to assist with AIS education, monitoring, and response efforts.

f. Assist AIS grant recipients with AIS education and outreach tools to ensure consistent messaging as grants are awarded.

g. Participate in WDNR training on AIS Response Framework, including verification of AIS.

h. Assist the WDNR, UW Madison, Division of Extension, UW-Sea Grant, and other partners in identifying audiences and knowledge gaps in AIS prevention, awareness, and compliance.

i. Attend annual WDNR AIS and UW Lakes Partnership events and training sessions including, but not limited to:

i. AIS Partnership meetings.

ii. Aquatic Invasive Species training sessions.

iii. Clean Boats, Clean Waters (CBCW) trainings.

iv. CLMN trainings.

v. Purple Loosestrife Biocontrol trainings.

vi. AIS Response Framework trainings.

j. Adhere to decontamination and disinfection protocols required by the WDNR for controlling, transporting, and disposing of aquatic plants and animals, and moving water. This includes requirements under s. 30.07, Wis. Stats., and ss. NR 19.055 and NR 40.07, Wis. Adm. Code, as well as compliance with the most recent WDNR approved "Boat, Gear, and Equipment Decontamination and Disinfection Protocol".

k. Serve as media contact for the coverage area for all WDNR campaigns.

2) Assist to coordinate the CLMN in Sauk County including water quality and/or AIS components:

a. Conduct at least 3 regional CLMN training workshops for volunteers.

b. Manage and distribute lake monitoring equipment.

c. Train new volunteers on use of monitoring equipment, as needed.

d. Perform at least 3 field checks on citizen monitors and conduct quality assurance checks on data entered into the WDNR Surface Water Integrated Monitoring System ("SWIMS") by citizen monitors at the end of monitoring year.

e. Provide email/phone support to answer questions and be point of contact to CLMN volunteers.

f. Assist with SWIMS data entry, as needed.

3) Collect and report other chemical, biological, or physical data on lakes and lake ecosystems, including data on water levels and lake ice extent and duration, as requested by WDNR.

4) Coordinate early detection monitoring for AIS:

a. Serve as local coordinator of the annual AIS Snapshot Day by recruiting and training volunteers and monitor at least 6 locations.

b. Monitor for AIS using CLMN methods at public boat launches.

c. Provide AIS response monitoring based on reports of AIS findings or repeated instances of AIS.

- d. Assist with other AIS Pathways monitoring including pet store monitoring as needed by the WDNR, US Fish and Wildlife Service, UW Sea Grant, Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), etc.
- e. Conduct at least 3 regional Project Riverine Early Detection (Project RED) training workshops for volunteers.
- 5) Coordinate the Clean Boats, Clean Waters ("CBCW") watercraft inspection program in Sauk County:
 - a. Seek volunteers to staff boat launches and educate boaters about AIS and prevention steps.
 - b. Organize and coordinate at least regional 3 CBCW trainings to train volunteers and/or paid staff on methods to conduct boat inspections and educate boaters about the AIS prevention steps.
 - c. Work with partners to apply for CBCW grants to fund additional inspectors.
- 6) Coordinate the implementation of the Purple Loosestrife Biocontrol Program in Sauk County:
 - a. Support and expand the existing network of purple loosestrife biocontrol partners.
 - b. Plan and conduct at least 2 regional training workshops for purple loosestrife biocontrol partners.
 - c. Help identify insectaries, coordinate the collection and distribution of purple loosestrife biocontrol organisms to all interested partners, and target the release of organisms, where needed, in Sauk County.
 - d. Work with WDNR and UW Madison, Division of Extension to report infestations and track biocontrol releases in the SWIMS database.
- 7) Write a quarterly electronic newsletter to provide AIS information and updates on Coordinator activities/outreach to partners:
 - a. Share monthly newsletter which will have, on average, one AIS-related articles.
 - b. Share articles from newsletter through relevant social media.
 - c. Share relevant AIS articles with new and previously established partners for use in their newsletters.
 - d. Submit newsletter to county partners and email a copy to: Jeanne.Scherer@wisc.edu.
- 8) Coordinate checks on WDNR AIS signage at lake/river public access sites within Sauk County:
 - a. Conduct inspections of at least 5 public access sites to verify WDNR AIS signage is in place and in good condition.
 - b. Use WDNR-approved forms to conduct signage inspections and enter data in SWIMS.
 - c. Maintain digital photographs of AIS signs that have been inspected.
 - d. Install WDNR AIS signage, as needed, and per installation protocol.
 - e. Work with WDNR to design additional AIS signage, as needed.
- 9) Provide AIS outreach and education to local partners and AIS stakeholders:
 - a. Conduct AIS and Habitattitude outreach and education at local schools, events, meetings, etc.:
 - i. Including, but not limited to, large public festivals, farmers markets, presentations to local school children (when requested), fishing tournaments, Habitattitude pet surrender events, and stakeholder meetings (e.g., Conservation clubs, boating clubs, angling clubs, etc.).

- ii. AIS and Habitattitude outreach and education will be held minimally at 4 events/meetings/tournaments/etc.
- b. Network with AIS stakeholders and partners at local events and meetings.
- c. Contact at least 5 bait shops as part of the statewide Bait Shop Initiative and provide AIS outreach message and materials.
- d. Share, on average, 2 AIS related posts per month via social media to increase AIS awareness and reinforce prevention messaging.
- 10) Provide technical assistance to a grantee or grant applicant for AIS prevention.
- 11) Provide technical assistance to a grantee or grant applicant for AIS control.
- 12) Facilitate entry of all data into SWIMS:
 - a. Train partners how to enter AIS information into SWIMS, including for CBCW, CLMN, Purple Loosestrife Biocontrol, etc.
 - b. Ensure data entry into SWIMS is completed as required by annual reporting requirements that may include CBCW, CLMN, Purple Loosestrife Biocontrol, Snapshot Day, AIS Signage monitoring, and any incidental AIS findings.
- 13) Retain, for a period of six years after the end date of this Agreement, all project records, including proofs of payment and proofs of purchase, showing events/tasks undertaken as part of this Agreement.
 - a. This shall include:
 - i. Training sessions attended.
 - ii. Training sessions held and names of participants attending.
 - iii. Meetings with stakeholders and/or partner groups.
 - iv. AIS outreach activities.
 - v. Media contacts.
 - b. Participate in meetings with WDNR to discuss agreement accomplishments and financial status.
- 14) Submit semi-annual progress reports to Sauk County and WDNR.
- 15) Submit final reimbursement request to WDNR on form provided by WDNR no later than 60 days after the end of this Agreement.

G. Duties of Sauk County

Sauk County shall:

- 1) Attend periodic meetings or conference calls with WDNR and Upper Sugar River Watershed Association for the furtherance of this project.
- 2) Submit form WDRN form 8700-284 by November 1 of each year (11/1/2021, 11/1/2022, 11/1/2023) by a county authorized representative. Failure to submit will render the agreement void for that calendar year.
- 3) Allow agent to accept directly from WDNR, on the County's behalf, \$13,058.86, in accordance with the expenditure schedule described in the budget.

Budget:

County Allotments:

Sauk County \$	13,058.86	annually
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\$13,058.86 LMPN 2022 \$13,058.86 LMPN 2023 \$13,058.86

LMPN 2024 **Total**

\$39,176.58

Amount Cost \$30,557.73 78.00% AIS Coordinator Salary 1.00% AIS Coordinator Fringe Benefits \$391.77 5.00% Salaries (Administration) \$1,958.83 0.00% Fringe Benefits (administration) \$0.00 \$3,917.66 10.00% Travel Supplies & Operating Expenses \$1,958.83 5.00% 0.00% Contractual Services \$0.00 \$391.77 1.00% Equipment 0.00% \$0.00 Other (describe in detail) \$39,176.58 100.00%

H. Declaration

Total

By affixing our signatures below, we swear that the document above accurately portrays the relationship and intent of all parties.

FOR Sauk County	FOR Upper Sugar River Watershed Association By:
By: Name:	Name: Wade Moder
Signed:	Signed:
Title: Director, Land Resources and Environment	Title: Executive Director
Department Date Signed:	Date Signed: 9/02/2021

RESOLUTION NO. 2 - 2021

AWARDING A CONTRACT FOR A PARKING AND LAND ACQUISITION STUDY FOR WHITE MOUND COUNTY PARK

Background: The Land Resources and Environment Department is conducting a Master Planning process for White Mound County Park. Public input and recreational use statistics have been gathered and reviewed. In addition, the park has seen significant increases in use during the summer and fall months that fill parking areas and concentrate recreational users in specific areas of the park. Through public outreach there is a notable desire and need within the area for new recreational uses within the park. Prior to adding any new uses or trails, the County would like to conduct a parking and land acquisition study to assist staff in placing new uses or expand existing uses in a way that will not cause adverse effects upon the property. In addition, the department would like to look at opportunities for expansion and where the best areas may be for specific types of recreational uses.

The LRE Department issued a Request for Proposal on August 25, 2021 for an Parking and Land Acquisition Study. Three (3) firms responded to the RFP, as noted in Appendix A. The Land Resources and Environment Committee reviewed the RFP's in a regular meeting held on October 14, 2021 and recommended Graef for the Parking and Land Acquisition Study for White Mound County Park.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract for a Parking and Land Acquisition Study be awarded to Graef for said services in the amount of \$23,770; and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the County Administrator to enter into an Agreement with Graef for a Parking and Land Acquisition Study for White Mound County Park.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

LAND RESOURCES & ENVIRONMENT COMMITTEE	
Matin F. Kunger	BRANDON LOHR
MARTY KRUEGER, Chair	Value pullefe
PETER KINSMAN, Vice Chair	VALERIE MCAULIFFE
ROSS CURRY	ROB NELSON
9 H	RANDALL PUTTKAMER
DENNIS POLIVKA	

Fiscal Note: The 2021 LRE Budget includes \$25,000 in Contracted Services (Master Plan) for this particular study,

which will assist in the Master Planning efforts for White Mound County Park.

RESOLUTION NO. 2021

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 19, 2021.

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT COMMITTEE KEVIN SCHELL

Fiscal Note:

Revenues of \$24,287 in 2021; \$24,500 was the amount that was included in 2022 proposed KPB budget.

MIS Note: No MIS impact.

RESOLUTION NO. _____ - 2021

AUTHORIZING TO CONTRACT WITH HILL'S WIRING INC. FOR UPGRADING THE ELECTRICAL SERVICE AT THE TOWER ROAD TOWER SITE

Background: Sauk County owns and maintains nine (9) communication towers throughout the county. The Communications Engineer and Facilities Director have developed a capital replacement plan for tower infrastructure as a part of the annual budgeting process. In 2022 Building Services plans to replace the current 300-foot guy anchor tower at Tower Road with a 250 or 300-foot self-supporting tower similar to what is at the Hillpoint, Lake Delton, La Valle, and Spring Green locations. As a part of the upgrade of the Tower Road site, Building Services has been working with Alliant Energy to upgrade the current electrical service from an overhead to a buried electrical service. The upgrade will allow for future expansion on the new tower by co-locators. The current electrical service is a single phase 200-amp commercial service. Building Services uses an electrical consumption formula to bill back electrical usage to colocators on the Tower road site. The upgrade of the electrical service will allow for six individual meter sockets, with (2) being used by Sauk County and the remainder used for co-locators. Proposals were requested for the service upgrade to be completed by the end of December 2021. The Facilities Director recommends accepting the Hill's Wiring INC. proposal of \$14,891.26 for the upgrade of the electrical service at Tower road.

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

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to contract with Hill's Wiring INC. to upgrade the electrical meter sockets at the Tower Road communications tower at a cost of \$14,891.26; and

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to approve change orders for any potential unforeseen conditions and so long as change orders for each contracted portion of the project do not exceed 15% of the original contracted price and sufficient budgeted funds are available to pay the change order cost increases.

For consideration by the Sauk County Board of Supervisors on October 19th, 2021.

Respectfully submitted,

PROPERTY COMMITTEE

CARL GRUBER, CHAIR

SHANE GIBŞ

GIBSON

SMOOTH DETTER

JOEL CHRISLER

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KEVIN SCHELL

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RESOLUTION NO. _____ - 2021
AUTHORIZING TO CONTRACT WITH HILL'S WIRING INC. FOR UPGRADING
THE ELECTRICAL SERVICE AT THE TOWER ROAD TOWER SITE

Fiscal Note: Money for the service upgrade will be taken from the 2021 Building Services
Communications Capital Outlay budget or funds available from Road to Recovery grant dollars.

Information System Note: No fiscal impact.

Tower Road Service Upgrade

Vendor	Tower Rd. Upgrade
Hill's Wiring INC.	\$14,891.26
Action Electric LLC.	No Proposal
Service Electric II	No Proposal

RESOLUTION NO. __O__ - 2021

AUTHORIZE TO RE-ROUTE THE EXISTING SAUK COUNTY FIBER INFRASTRUCTURE AROUND THE HGHWAY DEPARTMENT CAMPUS

Background: Sauk County owns and maintains an extensive fiber optic network inter-connecting county facilities and communication tower sites throughout the county. A current twelve count fiber spur runs from the Courthouse to the Highway facility. While planning for the new facility on the highway campus, it was identified that the existing fiber route needs to be relocated to allow for normal county network traffic to continue during the construction process. The re-routing of the fiber will also allow for future interconnection to the county's network in a planned phase B fiber build out, which will create greater network redundancy of the existing network. The Facilities Director along with the County's Fiber Engineer requested bids for the fiber infrastructure build. American Rescue Plan Act funds will be used to upgrade the fiber infrastructure for this first phase, and also the planned second phase. The Sauk County Fiber Engineer received pricing on underground utility construction & materials and fiber splicing & material costs. The total price for fiber infrastructure upgrade on the Highway department campus is \$50,845.15. Purchase Orders will be issued to J&R Underground for \$40,069.50 for the materials and labor to install the fiber, Killoren Communication Services INC. for \$4,775.65 for fiber splicing and splicing materials, and Lightwave Networks LLC in the amount of \$6,000.00 for fiber engineering and final documentation of the infrastructure build.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the County Administrator is hereby authorized to issue purchase orders for re-routing the fiber infrastructure on the Highway Department campus to allow for normal network traffic during construction of a new Highway facility.

BE IT FURTHER RESOLVED, the County Administrator is hereby authorized to approve change orders for any potential unforeseen conditions and so long as change orders for each contracted portion of the project do not exceed 15% of the original contracted price and sufficient American Roads to Recovery funds are available to pay the change order cost increases.

For consideration by the Sauk County Board of Supervisors on October 19, 2021.

Respectfully submitted,

PROPERTY COMMITTEE

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SHANE GIBŞO

KEVIN SCHELL

SMOOTH DETTER

JOEL CHRISLER

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RESOLUTION NO. \bigcirc - 2021

AUTHORIZE TO RE-ROUTE THE EXISTING SAUK COUNTY FIBER INFRASTRUCTURE AROUND THE HGHWAY DEPARTMENT CAMPUS

FISCAL NOTE: Money for the service upgrade will be taken from the 2021 Building Services Communications Capital Outlay budget or funds available from American Rescue Plan Act grant dollars.

MIS NOTE: No MIS impact.

Hwy Fiber Re-route Bid Tally

Contractor	Bid	Service Provided
J&R Underground	\$40,069.50	Materials and labor to install fiber
Killoren Communication Services INC. LightWave Networks LLC	\$4,775.65 \$6,000.00	Splicing of fiber & includes splice case and tray Engineering and Final documentation
Total Build cost	\$50,845.15	

