

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, January 18, 2022 – 6:00 p.m.
County Board Meeting Room 326, 3rd Floor
West Square Building, Baraboo, WI 53913

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

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. LAW ENFORCEMENT & JUDICIARY COMMITTEE:

i. Resolution 1-2022 Resolution To Honor Jessica Dominguez For Over 15 Years Of Service.
(Page 3)

II. Resolution 2-2022 Commending James Hodges For 30 years Of Service To The People Of Sauk County. (Page 4)

7. SCHEDULED APPEARANCES

i. UW-Platteville/Sauk County and MATC - Melanie Platt-Gibson and Shawna Marquardt.

8. PUBLIC COMMENT

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

9. COMMUNICATIONS *(All communications are attached to Granicus)*

i. 12/04/2021 Letter from Western Technical College, re: Employee vacancy on the Western Technical College District Board.

10. APPOINTMENTS

11. BILLS

12. CLAIMS

i. Claim regarding the Sauk County Sheriff Office's alleged involvement in the death of Anthony Huber on August 25th, 2020.

13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
- b. Brent Miller
 - i. Administrator's report.
 - ii. Update on highway bonding. (Pages 5-10)
- c. Tim McCumber, County Board Chair
 - i. Board Chair Update.
 - ii. Cabin Fever Gathering.

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. HIGHWAY COMMITTEE:

- i. Resolution 3-2022 Resolution To Authorize Signing Of Quit Claim Deed For Excess Right Of Way. (Pages 11-17)

b. LAND RESOURCES AND ENVIRONMENT COMMITTEE:

- i. Ordinance 1-2022 Ordinance Amendment To Chapter 26, Agricultural Performance Standards And Manure Management Ordinance And To Amend Section 20.07(13), Chapter 20, Uniform Citation Ordinance. (Pages 18-21)
- ii. Resolution 4-2022 Resolution To Approve A Water Quality Brokering Agreement With The Village Of Cazenovia. (Pages 22-31)
- iii. Resolution 5-2022 Resolution To Authorize An Amendment To A Contract With Ayres Associates For Engineering Services For The Delton Dam. (Pages 32-33)

18. REFERRALS

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

20. ADJOURNMENT

Respectfully,



Tim McCumber
County Board Chair

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

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

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: January 12, 2022.

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

s:/admin/Co Bd Agendas/2022/ctybdagendaJANUARY2022

RESOLUTION # 1- 2022

Resolution to Honor Jessica Dominguez for Over 16 Years of Service

Resolution offered by the Judiciary Committee

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Jessica Dominguez faithfully served the people of Sauk County by providing over 1 year of service with Public Health and over 14 years of service with the Sauk County Child Support Agency. Jessica has been an integral part of the Sauk County Child Support Agency and her knowledge and expertise will be greatly missed.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Jessica Dominguez for over 16 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 Jessica Dominguez an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Judiciary Committee, this 11th day of January, 2022

Consent Agenda Item: ☐ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes X No as reviewed by the Corporation Counsel, [Signature] Date: 01/07/2022

Offered and passage moved by:

David A. Riek
Supervisor David A. Riek, Chair

[Signature]
Supervisor John M. Deitrich

[Signature]
Supervisor Tim Reppen

[Signature]
Supervisor Kevin Schell

[Signature]
Supervisor Thomas Dörner

Fiscal Note: No impact. KPB

MIS Note: No information systems impact.

RESOLUTION NO. 2 - 2022

COMMENDING JAMES HODGES FOR 30 YEARS OF SERVICE TO THE PEOPLE OF
SAUK COUNTY

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. James faithfully served the people of Sauk County for the Sauk County Sheriff's Office. James started on December 2, 1991 as a Dispatcher. In September of 1993, he moved to a Jail Deputy followed by a Patrol Deputy. In November of 2006, he became a Patrol Sergeant and was then promoted to Patrol Lieutenant in April of 2018. In August of 2019 James was promoted to Captain of Field Services where he has remained and has retired as Captain on January 7, 2022.

James provided 30 years of dedication to his career providing care and professional services for the Sauk County Sheriff's Office.

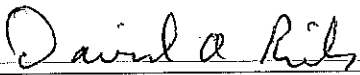
Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for James Hodges and his 30 years of faithful service to the people of Sauk County.

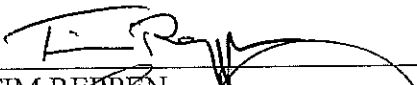
For consideration by the Sauk County Board of Supervisors on January 18, 2022.

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE


DAVID RIEK


JOHN DEITRICH

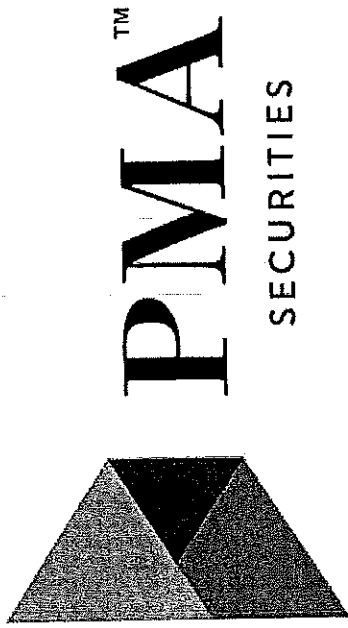

TIM REPPEN


KEVIN SCHELL


THOMAS DORNER

Fiscal Note: No Fiscal impact

MIS Note: No MIS impact



Sauk County, WI

⁵New Highway Department Building Authorization and Financing Schedule

Brian Della, CFA

PMA Securities, LLC

770 N Jefferson St., Suite 200

Milwaukee, WI 53202

Finance Committee: January 6, 2021



Authorizations Required to Finance a New Building

Initial Authorizing Resolution

- Authorizes maximum borrowing amount, but doesn't necessarily provide a mechanism for the sale of debt
- Requires the approval of $\frac{3}{4}$ of the members elect
- Sauk County has 31 Supervisors ($31 \times \frac{3}{4} = 23.25$, so 24 affirmative votes required)

Set Sale Resolution

- Set Sale Resolution provides the mechanism to sell debt once authorized
- Only requires a majority vote of the Supervisors present
- Can be adopted on the same day as the Initial Authorizing Resolution

Award Resolution

- Awards the County's Bonds to the Municipal Underwriter that provides the best bid (lowest rate)
- Final details are only known after Municipal Advisor opens bids and gives information to Bond Counsel
- Board Packet: Bond Counsel provides "form of" Award Resolution (winning bidder and rate left blank)
- Afternoon of Board Meeting, the Award Resolution is finalized with winning bid information
- Only requires a majority vote of the Supervisors present



Sauk County Financing Schedule

Below are key dates for the County's proposed financing.

Date	Action
Thursday, February 10, 2022	County opens bids for new Highway Building and finalizes borrowing amount
Friday, February 11, 2022	Bond Counsel emails (i) Initial Resolution and (ii) Set Sale Resolution to County
Tuesday, February 15, 2022	County Board Adopts (i) Initial Resolution and (ii) Set Sale Resolution
Thursday, March 10, 2022	Bond Counsel emails "form of" Award Resolution to County
Tuesday, March 15, 2022	Day of Sale <ul style="list-style-type: none">- Financial Advisor Opens Bids at 10:00 AM- Financial Advisor sends results of bid opening to Bond Counsel- Bond Counsel finalizes Award Resolution and emails to the County- Supervisors receive a copy of the final Award Resolution prior to Board Meeting- Supervisors adopt the final Award Resolution
Tuesday, April 5, 2022	Settlement: Winning Bidder wires net bond proceeds to the County



Sauk County Existing Debt Service

Below shows the County's existing debt service and a placeholder for the 2022 Building Bonds.

Issue	2016 G.O. Refunding Bonds			2017 G.O. Refunding Bonds			2019 G.O. Refunding Bonds			2022 G.O. Building Bonds			Total	
	01-Oct Principal	Interest	Total	01-Oct Principal	Interest	Total	01-Oct Principal	Interest	Total	01-Oct Principal	Interest	Total	Principal	Interest
2020	1,790,000	72,300	1,862,300	25,000	150,150	175,150	795,000	154,308	949,308	-	-	-	2,610,000	376,758
2021	1,825,000	36,500	1,861,500	25,000	149,650	174,650	865,000	92,200	957,200	-	-	-	2,715,000	278,350
2022	-	-	-	25,000	149,150	174,150	875,000	48,950	923,950	-	-	-	900,000	198,100
2023	-	-	-	805,000	148,650	953,650	130,000	5,200	135,200	-	-	-	935,000	153,850
2024	-	-	-	995,000	124,500	1,119,500	-	-	-	-	-	-	995,000	124,500
2025	-	-	-	1,020,000	94,650	1,114,650	-	-	-	-	-	-	1,020,000	94,650
2026	-	-	-	1,050,000	64,050	1,114,050	-	-	-	-	-	-	1,050,000	64,050
2027	-	-	-	1,085,000	32,550	1,117,550	-	-	-	-	-	-	1,085,000	32,550
2028	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Example 2022 Building Bonds Annual Payment

The cost of the new Highway Building is not yet known, but a simple calculation can provide a reasonable approximation for the associated annual debt service payment.

	Building cost	Rate	Years	Annual Debt Service Payment
Ex. No. 1	\$ 30,000,000	2.50%	19	\$ 2,002,818
Ex. No. 2	35,000,000	2.50%	19	2,336,622
Ex. No. 3	40,000,000	2.50%	19	2,670,425
Ex. No. 4	45,000,000	2.50%	19	3,004,228
Ex. No. 5	50,000,000	2.50%	19	3,338,031

Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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v01.08.21

RESOLUTION # 3 -2022

Resolution to Authorize Signing of Quit Claim Deed for Excess Right of Way

Resolution offered by the Highway Committee

BACKGROUND:

Lands for highway right of way were originally purchased by the County Highway Committees for state highway construction. Wisconsin statute 84.09 states that lands purchase under Wisconsin State Statute 84.09 shall be conveyed to the state without charge by the County highway committee and county clerk in the name of the County when so ordered by the department.

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

WHEREAS, Sauk County was granted title or easement to a strip of land for the purpose of STH 60 right of way (see attached descriptions); and,

WHEREAS, Wisconsin Statute s. 84.09(3)(b) requires that upon order of the Department of Transportation (DOT) the County shall transfer the above referenced lands to the DOT; and,

WHEREAS, the order of the DOT required that the County Clerk and Highway Committee sign the attached quit claim deed; and,

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that the lands described in the attached order and quit claim deed be transferred to the Wisconsin Department of Transportation pursuant to Wisconsin Statute s. 84.09(3)(b); and,

BE IT FURTHER RESOLVED, that the Sauk County Clerk and Highway Committee are authorized and directed to sign the attached quit claim deed

Approved for presentation to the County Board by the Highway Committee, this 18th day of January, 2022.

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes BJD No _____ as reviewed by the Corporation Counsel, [Signature], Date: 01/11/2022

Offered and passage moved by:

Supervisor

Supervisor

Supervisor

Resolution 3-2022

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Fiscal Note: No Impact.

KAB

MIS Note: No Impact.

Supervisor

Supervisor

WisDOT Division of Transportation
System Development
Southwest Region
2101 Wright Street
Madison, WI 53704-2583

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: 608-246-3800
FAX: 608-242-8027
Email: swr.dtsd@dot.wi.gov



November 24, 2021

Patrick Gavinski
Commissioner
Sauk County Highway Department
620 Linn Street
West Baraboo, WI 53913

RE: Right of Way Transfer

Dear Mr. Gavinski:

The Wisconsin Department of Transportation (WisDOT) is in the process of disposing of surplus right of way located along STH 60 in the Town of Troy in Sauk County. This disposal process will require that title to the right of way, initially purchased by Sauk County in trust for the State, be transferred to WisDOT.

Please allow the enclosed document to serve as WisDOT's notice that, in accordance with 84.09 Wis. Statutes, the County execute the enclosed Quit Claim Deed – Transfer of Right of Way placing title of the parcel listed therein with the Wisconsin Department of Transportation. Following execution and notarization, we ask that you return the original document to:

Teri Weil
Wisconsin Department of Transportation
2101 Wright Street
Madison, WI 53704

If you have questions, please contact me at (608) 246-5357 or by email at Teri.Weil@dot.wi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Teri Weil", written over a horizontal line.

Teri Weil
Real Estate Specialist

QUIT CLAIM DEED – RIGHT OF WAY TRANSFER

Wisconsin Department of Transportation
Exempt from fee [s. 77.25(2r) Wis. Stats.]
RE1026 04/2013

THIS DEED, made by **Sauk County**, GRANTOR, quit claims to the **State of Wisconsin, Department of Transportation**, GRANTEE, by direction and order of the Wisconsin Department of Transportation, dated **11/23/2021**, pursuant to Section 84.09(3)(b), Wisconsin Statutes, the following parcels of land in **Sauk County**, State of Wisconsin.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
SW Region
2101 Wright Street
Madison, WI 53704

Parcel Identification Number/Tax Key Number
None Assigned

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

_____ Date _____

State of Wisconsin)
County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin _____

Print Name, Notary Public, State of Wisconsin _____

Date Commission Expires _____

Project ID
S 0213(1)

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No(s).
2 & 3

**ORDER TO COUNTY TO CONVEY
HIGHWAY RIGHT OF WAY TITLE TO STATE**
RE2170 04/2015

Wisconsin Department of Transportation

The County Highway Committee of Sauk County, Wisconsin pursuant to the Order of the Wisconsin Department of Transportation acquired under Section 84.09, Wisconsin Statutes, or its predecessor, certain lands or interests. The title to lands or interests specified below is transferable to the State of Wisconsin pursuant to Section 84.09, Wisconsin Statutes on the Order of the Wisconsin Department of Transportation to the County Clerk and the County Highway Committee. It is ordered that the County Clerk and County Highway Committee convey to the State of Wisconsin without charge the title or easement acquired with the following parcel(s) of the Wisconsin Department of Transportation project designated below.

Parcel	Grantor	Location	Recording Data		
			Volume (Reel)	Page (Image)	Document Number
2	Ellis W. Robson, Richard E. Robson, & Rachel Robson Wahl	NE ¼ NW ¼ Section 2, T8N, R4E	263	51	309748
3	Walter R. Lins and Rose H. Lins	NW ¼ NE ¼ Section 2, T8N, R4E	263	48	309717



State Real Estate Manager Signature

11/23/2021

Date

Jennifer Queram

Print Name

Project ID
S0213(1)

Parcel No.(s)
2 & 3

Parcel 2

A parcel of land in T8N, R4E, Section 2, the NE $\frac{1}{4}$ - NW $\frac{1}{4}$, Town of Troy, Sauk County thereof and known as Document 309748 Vol. 263, Page 51, recorded May 16, 1956, for project S 0213(1) (noted on conveyance incorrectly as T0213(1)), Parcel 2.

The reference line of the highway is described as follows:

Commencing at a point on the north and south one-quarter line of said Section 2, 948.3 feet south of the north quarter corner, which is the point of beginning of this parcel and a property line of the owner;

Thence S71° - 56' W (Mag.), 1376.5 feet to a property line of the owner.

Said parcel includes all land lying between the southerly limits of the existing right of way and a new highway right of way line located parallel to the above-described reference line and 60 feet northwesterly therefrom, from the point of beginning, southwesterly, 832 feet, measured along said reference line to a line normal thereto;

Also all land lying between new highway right of way lines located parallel to said reference line and 60 feet northwesterly and 50 feet southeasterly therefrom, for the next 270 feet along said reference line to a line normal thereto;

Also all land lying between the northwesterly limits of the existing right of way and a new highway right of way line located parallel to said reference line and 50 feet southeasterly therefrom, for the next 274.5 feet along said reference line to a property line of the owner.

Said parcel exclusive of all land already in use for highway purposes and encroachments, contains 3.49 acres, more or less.

Parcel 3

A parcel of land in T8N, R4E, Section 2, the NW $\frac{1}{4}$ - NE $\frac{1}{4}$, Town of Troy, Sauk County thereof and known as Document 309717 Vol. 263, Page 48, recorded May 16, 1956, for project S 0213(1) (noted on conveyance incorrectly as T0213(1)), Parcel 3.

The reference line of the highway is described as follows:

Commencing at a point on the north-south one-quarter section line of said Section 2, 948.3 feet south of the north one-quarter corner of said Section 2, which is the point of beginning of this parcel and a property line of the owner;

Thence N71° 56' E (Mag.), 1124.26 feet to a point of curve;

Thence northeasterly on a curve to the right, radius 2292.01 feet, 242.24 feet, to a property line of the owner.

Said parcel includes all land lying between the southeasterly limits of the existing right of way and a new highway right of way line located parallel to the above-described reference line and 50 feet northwesterly therefrom, from the point of beginning, northeasterly, 482.0 feet measured along said reference line to a line normal thereto;

Also all land lying between new highway right of way lines located parallel to the above-described reference line and 50 feet northwesterly and 50 feet southeasterly therefrom for the next 83.0 feet northeasterly, measured along said reference line;

Also all land lying between the northwesterly limits of the existing right of way and a new highway right of way line located parallel to said reference line and 50 feet southeasterly therefrom, for the next 801.5 feet northeasterly, measured along said reference line to a property line of the owner.

It also includes all the land of the owner, exclusive of land described above, lying within the following described traverse;

Commencing at the above described point of beginning;

Thence N71° 56' E (Mag.) a distance of 355.0 feet to beginning of the traverse;

Thence N 17° 51' W (Mag.) a distance of 150.0 feet;

Thence S 62° 57' 30" E (Mag.) a distance of 211.73 feet;

Thence S 71° 56' W (Mag.) a distance of 150.0 feet to beginning of the traverse.

Said parcel, exclusive of all land already in use for highway purposes and encroachments, contains 2.89 acres more or less.

As a further condition herein, the owner grants permission for the disposal of excess marsh excavation on land adjacent to the new highway right of way.

1 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**
2 **ORDINANCE AMENDMENT # 1-2022**

3
4 **Ordinance Amendment to Chapter 26, Agricultural Performance Standards and**
5 **Manure Management Ordinance and to Amend Section 20.07(13), Chapter 20,**
6 **Uniform Citation Ordinance**

7
8 **Ordinance Amendment offered by Land Resources and Environment Committee**

9
10 **BACKGROUND:** Wisconsin Statutes §§ 59.02, 59.03, 59.70, 92.15 and 92.16, and Wis.
11 Admin. Code §§ ATCP 50.56, ATCP 51.12 and NR 151.05 provide the authority for
12 counties to 1) regulate land uses and land management practices which cause
13 excessive soil erosion, sedimentation, nonpoint source water pollution or storm water
14 runoff, 2) regulate livestock operations that are consistent with and do not exceed the
15 performance standards, prohibitions, conservation practices and technical standards
16 under s. 281.16 (3), and 3) Regulate manure storage facilities constructed after July 2,
17 1983, to meet technical and performance standards.

18
19 In March 2017, the Sauk County Board of Supervisors approved the repeal and
20 replacement of Chapter 26, Agricultural Performance Standards and Manure
21 Management Ordinance to be consistent with the Sauk County Land and Water
22 Resource Management Plan and state runoff management regulations. Since the repeal
23 and recreation of Chapter 26, additional clarification and changes are needed to ensure
24 compliance with the ordinance. Chapter 20 is being updated to reflect department name
25 change and additions and changes in citation fees.

26
27 **WHEREAS,** the Land Resource and Environment Committee held a public
28 hearing on January 13, 2022 and recommended approval of the ordinance amendments
29 as presented; and,

30
31 **NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES**
32 **ORDAIN AS FOLLOWS:**

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

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

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

40 Section 4. Chapter 26 and Chapter 20 of the General Code of Sauk County,
41 Wisconsin, is amended as follows [additions noted by underline, deletions noted by
42 strikethrough]:

- 43
44 1. Section 26.001 of the County Code of Ordinances is amended to read:
45 This ordinance is adopted under authority granted by Wis. Stat. §§ 59.02, 59.03,
46 59.70, ~~92.14~~, 92.15 and 92.16, and Wis. Admin. Code §§ ATCP 50.56, ATCP
47 51.12 and NR 151.05.
48
49 2. Section 26.007(5) of the County Code of Ordinances is amended to read:
50 (5) "Department" means the Sauk County ~~Conservation, Planning, and~~
51 Zoning Land Resources and Environment Department.

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3. Section 26.008(4)(c)3. of the County Code of Ordinances is amended to read:
 3. An updated plan shall be submitted to the department annually by June 1st to ensure the plan meets requirements of this section.
 4. Section 26.008(8)(b)2. of the County Code of Ordinances is amended to read:
 2. "Conditions for retention." The owner or operator may retain the facility for a longer period of time by signing an Agreement for Idle Manure Storage Facility. The department approved agreement will demonstrating establish to the department that the owner or operator that all of the will satisfy the following conditions are met:
 5. Section 26.008(8)(b)2.c. of the County Code of Ordinances is amended to read:
 - c. Retention of the facility is warranted based on anticipated future use. The owner or operator shall maintain idle facilities at a level that prevents overflow. Any manure storage facilities that have had no manure added or removed for a period of 24 months or longer shall require an evaluation of the structure to determine if it complies with Sauk Co. Code ch. 26.008(8) and to ensure it was constructed and maintained to substantially minimize the risk of structural failure and substantially minimize leakage in order to comply with groundwater standards.
 6. Section 26.008(8)(b)2.d. of the County Code of Ordinances is amended to read:
 - d. Safety devices are installed in accordance with Sauk Co. Code ch. 26.013(3)
 7. Section 26.008(8)(c). of the County Code of Ordinances is amended to read:

Existing Facilities. ~~"Failing and leaking existing facilities."~~ 1. Manure storage facilities in existence as of October 1, 2002, and that pose an imminent threat to public health or fish and aquatic life, or are causing a violation of groundwater standards, shall be upgraded, replaced, or abandoned in accordance with this section.
 8. Section 26.008(8)(c)2. of the County Code of Ordinances is amended to read:
 2. Levels of materials in storage facilities may not exceed the margin of safety level.
 9. Section 26.009(5). of the County Code of Ordinances is amended to read:
 - (5) STANDARDS FOR DETERMINATION OF SIGNIFICANT DISCHARGE AND DIRECT RUNOFF. The standards for determination of direct runoff shall be the Barnyard Runoff Evaluation Tool (BERT), Annual Phosphorus Loss Estimator for Wisconsin Animal Lots (APLE Lots), or an equivalent predictive model for manure runoff or the Feedstock Storage Area Evaluation Rating Tool or equivalent predictive model for feed leachate.
 10. Section 26.012. of the County Code of Ordinances is amended to read:

All fees under this ordinance are established pursuant to a Fee Schedule adopted by the agency Sauk County Board of Supervisors.
 11. Section 26.013(3)(f) of the County Code of Ordinances is amended to read:

- (f) Other devices deemed necessary by the CPZLRE, NRCS Technical Guide, Agricultural Waste Management Field Handbook (AWMFH) or Engineering Field Handbook (EFH).

12. Section 26.013(4)(a). of the County Code of Ordinances is amended to read:

- (a) Provisions to remove and properly dispose of all accumulated wastes in the manure facility including a nutrient management plan that complies with Wis. Admin. Code § ATP 50.04.

13. Section 26.016(3)(e) of the County Code of Ordinances is amended to read:

- (e) The storage of human waste is prohibited.

14. Section 26.018(2)(c). of the County Code of Ordinances is amended to read:

- (c) Review the nutrient management plans prepared for the facility submitted to the department.

15. Section 26.018(2)(f). of the County Code of Ordinances is amended to read:

- (f) Inspect manure storage facility construction to insure ~~insure~~ the facility is being constructed according to plan specifications.

16. Section 26.021(2). of the County Code of Ordinances is amended to read:

- (2) PROCEDURE. Any appeal shall be made by written request, mailed or delivered to the Sauk County Conservation, Planning, and Zoning ~~Land Resources and Environment Committee~~, c/o LRE ~~CPZ~~ Department, 505 Broadway, Ste. 248, Baraboo, Wisconsin, 53913, within 60 days of any determination of the department. The request shall state the grounds upon which it is contended that the decision should be modified or reversed. The committee shall, as soon as is reasonable but no later than its next regular meeting, review the determination under appeal.

17. Section 20.07(13)(c) of the county Code of Ordinances is amended to read:

- (c) \$50 violations of phosphorus index, s. 26.008(3)

18. Section 20.07(13)(f) of the county Code of Ordinances is amended to read:

- (f) \$200 violations of manure management prohibitions, s. 26.008(6)(b) and 26.008(6)(d)

19. Section 20.07(13)(h) of the county Code of Ordinances is amended to read:

- (h) \$2500 violations of certificate of use, s. 26.016

20. Section 20.07(13) of the county Code of Ordinances is amended to read:

- * Upon a third violation, suspension of use of the manure storage facility, pending review by the by the Sauk County Conservation, Planning, and Zoning ~~Land Resources and Environment~~ Department that all provisions of Sauk Co. Code, ch. 26 are met.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 13th day of January, 2022.

Consent Agenda Item: [] YES [] NO

153 Fiscal Impact: ☒ None [] Budgeted Expenditure [] Not Budgeted

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155 Vote Required: Majority = BDD 2/3 Majority = _____ 3/4 Majority = _____

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157 The County Board has the legal authority to adopt: Yes BDD No _____ as
158 reviewed by the Corporation Counsel, [Signature], Date:
159 01/11/2022.

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162 Offered and passage moved by:

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165 MARTY KRUEGER, CHAIR PETER KINSMAN, VICE CHAIR

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167 ROSS CURRY ROB NELSON

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169
170 BRANDON LOHR DENNIS POLIVKA

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173 RANDY PUTTKAMER VALERIE MCAULIFFE

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177 Fiscal Note: None. KPB

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180 MIS Note: None.
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RESOLUTION # 4 - 2022

Resolution to Approve a Water Quality Brokering Agreement with the Village of Cazenovia

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: In Wisconsin, municipal and industrial wastewater dischargers hold Wisconsin Pollutant Discharge Elimination System permits that are issued through the Wisconsin Department of Natural Resources (DNR). Permit holders must demonstrate compliance with water quality-based effluent limitations (WQBELs) by making upgrades to their facilities or participating in adaptive management or water quality trading. Water Quality Trading (WQT) provides permit holders with the flexibility to acquire pollutant reductions from other sources in the watershed to offset their discharge load so that they will comply with their own permit requirements. The Village of Cazenovia has requested assistance from the Sauk County Land Resources and Environment Department to act as a broker and credit generator and assist with the development of a water quality trading plan. A Water Quality Brokering Agreement is attached and outlines the responsibilities of the county and the village.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session, approves the Water Quality Brokering Agreement (Exhibit A).

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 18th day of January, 2022

Consent Agenda Item: ☐ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes BJD No _____ as reviewed by the Corporation Counsel, [Signature], Date: 01/11/2022

Offered and passage moved by:

MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

ROSS CURRY

ROB NELSON

BRANDON LOHR

DENNIS POLIVKA

RANDY PUTTKAMER

VALERIE MCAULIFFE

Fiscal Note: The approved 2022 budget shows \$7,500 collected from the Village of Cazenovia to compensate for 40% of the cost of LRE staff time utilized. Staff is conducting work for this project that it would normally be part of the department's responsibility. However, given that this work is attributed to WPDES Permit, the County is able to enter into an agreement to recoup some County costs. *KPB*

MIS Note: None.

EXHIBIT A

COUNTY OF SAUK

WATER QUALITY BROKERING AGREEMENT

This Water Quality Brokering Agreement ("Agreement") is entered into between the County of Sauk, Wisconsin, a Wisconsin quasi-municipal corporation ("County") and Village of Cazenovia, a Wisconsin municipal corporation ("Cazenovia").

WHEREAS, County and Cazenovia (collectively "Parties") wish to collaborate in the development and implementation of a Water Quality Trading Plan.

WHEREAS, Cazenovia is seeking authorization as part of its Wisconsin Pollution Discharge Elimination System ("WPDES") permit to obtain phosphorus trade credits from Water Quality Trade Projects within the designated watershed to offset the WWTP discharge of total phosphorus as allowed in their permit by entering into this Agreement with County as authorized by Wis. Stat. § 283.84(1)(c).

WHEREAS, County is willing to serve as a broker and credit generator, and will have in place conservation practices that reduce total phosphorus pollution in the Watershed HUC 12 # 070700040203 and Watershed HUC 12 # 070700040204.

NOW THEREFORE, for the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence as of the date by which all Parties hereto have executed this Agreement and shall have no fixed expiration date. Either party may terminate this Agreement without cause on 30 days' advance written notice, provided that the requirements of this paragraph do not apply to a termination under item 7.

2. RESPONSIBILITIES OF COUNTY. The County shall:

- a. Provide Water Quality Trading Plan Assistance.
 - i. Provide conservation practice and credit generator related information to Cazenovia for completion and approval of Cazenovia's Wisconsin Department of Natural Resources ("WDNR") WPDES required Water Quality Trading Plan.
- b. Provide Conservation Practice Planning Services.
 - i. Assist Cazenovia with finding landowners and potential projects that reduce nutrient and sediment runoff.
 - ii. Work with landowners to establish and implement objectives that reduce phosphorus discharges.

- iii. Identify and evaluate alternative conservation practices and/or engineered solutions that could result in total phosphorus and total suspended solids reductions as determined through one-on-one conversations and farm walk-overs with landowners, producers, renters, or consultants.
- iv. Analyze available information to establish current baseline conditions including estimated total phosphorus and total suspended solid losses.
- v. Formulate options for installing conservation practices and/or structural practices to address total phosphorus and total suspended solids discharged and evaluate the effectiveness of these options with landowners.
- vi. Consult with landowners to make conservation practice implementation plans that may reduce total phosphorus and total suspended solids and address other resource concerns as appropriate.
- vii. Assist landowners with developing timelines to implement conservation practices.
- viii. Assist Cazenovia and landowners develop a WQT Agreement.
- ix. Develop cost estimates for planned and designed practices where the County is providing the technical services.

c. Technical Services

- i. Conduct survey and design work for conservation practices.
 - ii. Review third party construction plans when the County is not the primary technical service provider.
 - iii. Bid the construction work and provide the reports to Cazenovia for approval.
 - iv. Conduct construction oversight of conservation practice installation.
 - v. Verify and document that conservation practices are installed in accordance with the design and applicable technical standards.
- d. Calculate and quantify nutrient and or sediment reductions. County shall invoice Cazenovia monthly by the 15th day of the month. Billable hours will be documented with time, date, and service provided. Invoices shall be due and payable by Cazenovia to County within 60 days of Cazenovia's receipt of the invoice. Unpaid balances which remain outstanding after the due date shall be assessed a penalty at the rate of one percent (1%) per month on the outstanding balance as of the last day of the month. All payments shall be made payable to Sauk County Treasurer. Payments shall be mailed to Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, WI 53913.

e. Annual Inspections and Certifications

f. Reporting of water pollution credits:

- i. Written notice of any potential conservation practices resulting from services provided under this Agreement. Written notice shall include:
 - 1. Location and name of potential conservation practice(s) to be implemented;
 - 2. Name of landowner and/or operator implementing the conservation practice(s);
 - 3. Estimated phosphorus reductions by practice;
 - 4. Estimated costs for conservation practice(s) implementation; and
 - 5. Estimated staff time and costs.
 - ii. Written Notice of Credit Generation to Cazenovia as to the total phosphorus credits that can be used by Cazenovia as a result of conservation practice implementation. Written notice shall include;
 - 1. Pounds of total phosphorus credits available;
 - 2. Conservation practices implemented that are generating credits;
 - 3. Data of credit generation;
 - 4. Models used to calculate credits; and
 - 5. Trade ratios applied to credit calculations provided to Sauk County by Cazenovia.
- g. Annual inspections and certifications that installed practices are functioning and generating reported total phosphorus and total suspended solids credits. Certification shall include:
- i. Date of Credit Generation/Inspection;
 - ii. Statement of finding indicating that the practices are functioning and being maintained according to the operation and maintenance plan;
 - iii. Any deficient items identified in the operation and maintenance plan if applicable;
 - iv. Remedies as to how, who, and in what timeframe corrections will be made for identified deficient items;
 - v. Amount of total phosphorus and total suspended solids credits available to Cazenovia; and
 - vi. Duration of the availability of the total phosphorus and total suspended solids credits based on the design life expectance and maintenance of the practices implemented.
- h. An annual report submitted by February 1st containing inspection and certification information.

3. RESPONSIBILITIES OF CAZENOVIA. Cazenovia or its designee shall:

- a. Meet with the County a minimum of twice per year to discuss conservation project progress and conditions set forth in this Agreement.
- b. Assist County in identifying willing conservation project participants and work with the County on identifying viable phosphorus reducing conservation projects.
- c. Make landowner conservation practice funding decisions after receiving a funding request from a landowner for the implementation of conservation practices that reduce phosphorus. Cazenovia shall make funding decisions within (60) days of being notified of the funding request.
- d. Cazenovia shall designate an employee or official to serve as its authorized agent for purposes of implementing this Agreement. Cazenovia shall notify County of any change in its authorized agent.
- e. Cazenovia shall be responsible for all construction costs associated with implementing conservation practices under this Agreement. County shall monitor construction projects and review the contractor's pay applications. Cazenovia shall make payments directly to the construction contractor within 30 days after Village Board approval of pay applications.
- f. Cazenovia shall reimburse County for County's labor costs under this Agreement, including planning, review, travel time, and any other labor costs incurred by the County, at rates referenced below:
 - i. \$40.14 per hour, pro-rated for fractions of an hour to the nearest 1/10th hour for fiscal years 2022.
 - ii. For future years, said hourly rate will increase to accommodate annual salary and benefit costs to the County. County shall provide updated costs by November 1st annually.
 - iii. Cazenovia's obligation for payment shall not exceed \$7,500.00 without amendment to this Agreement.

4. LIABILITY. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any loss, claims, and liabilities which are attributed to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors and omissions and those of its employees, agents, boards, commissions, agencies, offers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

5. MISCELLANEOUS

- a. Cazenovia Personnel. Cazenovia agrees to secure, at Cazenovia' own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of County nor shall they or any of them have or be deemed to have any direct contractual relationship with County.
- b. Controlling Law and Venue. It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Sauk County Circuit Court.
- c. Assignment. Except as permitted or provided for herein, neither Party shall assign or transfer interests in this Agreement without prior written consent of the other Party hereto.
- d. Limitation of Agreement. This Agreement is solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- e. Entire Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. This Agreement shall not be amended in any fashion except in writing, executed by both Parties.
- f. Counterparts. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- g. Parties agree to the terms and conditions in the attached Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Water Quality Brokering Agreement.

VILLAGE OF CAZENOVIA

Village President

Date: _____

SAUK COUNTY

Brent Miler, Administrator

Date: _____

Exhibit B

STANDARD CLAUSES

Water Quality Brokering Contract with Cazenovia

1. **Insurance.** During the term of this Agreement, CAZENOVIA shall, at CAZENOVIA'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.

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 warranties, 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:

County: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

With a copy to: Lisa Wilson
Director
Land Resources and Conservation Dept.
505 Broadway
Baraboo, WI 53913

CAZENOVIA: _____

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.

8. **Termination, Breach of Contract.** In the event of a breach of this contract by AAW, COUNTY may, in its sole discretion, declare this contract to be terminated. Upon such termination, COUNTY shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

9. **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.

10. **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.

11. **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.

12. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. **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.

14. **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.

15. Open Records Law Compliance. CAZENOVIA 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 CAZENOVIA and/or the County. CAZENOVIA 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 CAZENOVIA shall be at its sole cost and expense.

17. 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 CAZENOVIA 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 CAZENOVIA and the County, and the County will not be liable for any obligation incurred by CAZENOVIA 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.

18. 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.

19. Competence, Solvency. CAZENOVIA 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. CAZENOVIA 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.

20. Amendment. No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

21. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

22. 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.

RESOLUTION # 5-2021

Resolution to Authorize and Amendment to a Contract with Ayres Associates for Engineering Services for 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. On June 24, 2021, the County entered a contract with Ayres Associates to engineer the project for a cost of \$4,000. On December 15, 2021, during a routine inspection, it was noted that a concrete training wall near the edge of the dam had shifted. In discussions with representatives from JF Brennan on-site as well as phone conversations with Ayres Associates, this is not an imminent issue, but does need to be addressed.

Given that Ayres is already contracted for work at the Delton Dam, the LRE Department would like to amend that contract to include this new project as well. The projects may also be eligible for WDNR Municipal Dam Grant funding. Sauk County would like to contract with Ayres Associates to create design specifications and engineering plans as well as to assist the County in applying for and administration of a WDNR Municipal Dam Grant if the County is chosen to receive funding. Ayres Associates will also assist in preparation of request for bids and construction project management. The additional cost to add these services to the original contract would be \$25,000; for a total contract cost of \$29,000.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, who met in regular session, that the County Administrator is authorized on behalf of Sauk County to enter an amended contract (subject to review by Sauk County Corporation Counsel) with Ayres Associates for the additional necessary engineering work and other services as noted for an additional cost of \$25,000 (total contract cost \$29,000).

BE IT FURTHER RESOLVED,

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 18th day of January 2022

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes BO No _____ as reviewed by the Corporation Counsel, [Signature], Date: 01/14/2021

Offered and passage moved by:

Marty Krueger, Chair

Peter Kinsman, Vice Chair

Dennis Polivka

Brandon Lohr

Ross Curry

Valerie McAuliffe

Robert Nelson

Randy Puttkamer

Fiscal Note: The 2022 Budget included \$15,000 for the original concrete work that was identified in the 2019 inspection. The additional concrete work was identified at the end of 2021, so the budget does not reflect funds for this project. There may be \$116,130 of carryforward funds available to assist with the additional dam repairs. If a grant is received by the County for the projects, the grant would pay up to 50% of the cost for engineering and construction. *YLB*

MIS Note: None.