

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, July 19, 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 73-2022 To Honor Christine Grieves For Over 20 Years Of Service. (Page 3)

7. SCHEDULED APPEARANCES

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)*

10. APPOINTMENTS

- a. Sauk County Library Board
Glen Slaats, New Appointment, Citizen Member
3-year term: 07/19/2022-07/15/2025
- b. Sauk County Health Care Center Board of Trustees:
Cindy Bodendein, New Appointment, Citizen Member
3-year term: 07/19/2022-07/15/2025
- c. Finance Director:
Lynn Horkan

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
 - i. Administrator's report.
- c. Tim McCumber, County Board Chair
 - i. Board Chair Update.

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. **HIGHWAY COMMITTEE:**

- i. **Ordinance 9-2022** Ordinance Amendment To Sauk County Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossing And Routes On County Highways. (Pages 4-11)

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

- i. **Resolution 74-2022** Authorizing Amendments To The Sauk County Farm And Health Care Center Cropland And Pasture Lease Agreements. (Pages 12-15)
- ii. **Ordinance 10-2022** Ordinance Amendment To Chapter 7, Sauk County Code Of Ordinance. (Pages 16-18)

c. **PERSONNEL & INSURANCE COMMITTEE:**

- i. **Resolution 75-2022** To Ratify The July 1, 2021-December 31, 2023, Collective Bargaining Agreement Between Sauk County And The Wisconsin Professional Police Association (WPPA) L241-Sheriff's Department Sworn Unit. (Pages 19-28)
- ii. **Resolution 76-2022** Authorizing A Contractual Agreement With McGrath Human Resource Group To Provide Professional Services To Conduct The Sauk County Classification And Compensation Analysis. (Pages 29-30)

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: July 14, 2022.

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

s:/admin/Co Bd Agendas/2022/ctybdagendaJULY2022

RESOLUTION # 73-2022

Resolution to Honor Christine Grieves for Over 20 Years of Service

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Christine Grieves faithfully served the people of Sauk County by providing over 20 years of service with the Sauk County Child Support Agency. Christine has been an integral part of the Sauk County Child Support Agency and her knowledge and expertise will be greatly missed.

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

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

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 12th day of July, 2022.

Consent Agenda Item: [] YES [] NO

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

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

The County Board has the legal authority to adopt: Yes 30 No _____ as reviewed by the Corporation Counsel, [Signature], Date: July 12, 2022.

Offered and passage moved by:

[Signature]
Supervisor John M. Deitrich, Chair

[Signature]
Supervisor Kevin Schell

[Signature]
Supervisor Delmar Scanlon

[Signature]
Supervisor David Clemens

[Signature]
Supervisor Sheila Carver

Fiscal Note: No impact. 123

MIS Note: No information systems impact.

1
2
3 GENERAL CODE OF SAUK COUNTY, WISCONSIN

4 ORDINANCE AMENDMENT # 9-2012
5

6 Ordinance Amendment to Sauk County Code Chapter 15 to Add All-Terrain
7 Vehicle (ATV) and Utility-Terrain Vehicle (UTV) Crossings and Routes on County
8 Highways
9

10 Ordinance Amendment offered by Highway Committee
11

12 BACKGROUND:

13 Chapter 15 was originally created and adopted by The Sauk County Board of
14 Supervisors on April 16, 2013, by Ordinance No. 6-2013. Chapter 15 sets forth the
15 procedure and criteria for designating and approving county highway segments and
16 crossings as ATV/UTV routes, and states the applicable rules for trail construction and
17 maintenance, and operation. Over the last nine years multiple requests for routes on
18 County Highways and State Highways have been approved by the County Board. While
19 originally starting as short connecting routes between Town Roads currently over 80% of
20 County Highway mileage are designated as ATV/UTV/Routes. The proposed update to
21 Chapter 15 would open all County Highways as ATV/UTV Routes. The State of
22 Wisconsin Department of Natural Resources has determined that a County Board must
23 approve all ATV/UTV routes on State Highways individually. The state routes are
24 reviewed by the Highway Department and Highway Committee. Sauk Co. Code §15.003
25 states that if the Highway Committee recommends approval of a route or crossing, an
26 ordinance approving the decision shall be prepared for consideration by the County
27 Board. No route or crossing is approved until action of the County Board.
28

29 Resolved by the Board of Supervisors of Sauk County, Wisconsin:
30

31 **THEREFORE, BE IT RESOLVED** by the Sauk County Board of Supervisors, met in
32 regular session, that the All-Terrain Vehicle and Utility-Terrain Vehicle routes on State
33 Highways identified on the Appendix to this Ordinance are hereby approved, to be
34 effective upon passage.
35

36 **BE IT FURTHER RESOLVED**, by the Sauk County Board of Supervisors, met in regular
37 session, that the Administrator hereby authorized
38

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

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

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

46 Section 4. Chapter 15 of the General Code of Sauk County, Wisconsin, is
47 amended as follows [additions noted by underline, deletions noted by strikethrough]:
48

49 **15.001 Authority and purpose.** The Sauk County Board has considered the recreational
50 and economic value of all-terrain vehicle (ATV) and utility-terrain vehicle (UTV) trail
51 opportunities while also considering protecting the safety of all motorists and users of the

roadway by maintaining the road edge, surface and integrity of the right-of-way, public safety, liability aspects, terrain involved, traffic density, and history of automobile traffic. The establishment of this ordinance is for the recreational and economic value to the ATV/UTV public and Sauk County makes no warranty expressed or implied that the routes, crossings, or trails are safe for the operation of these motorized vehicles. After due consideration, this ordinance is created pursuant to county board authority under Wis. Stat. §§ 59.02, 23.33(8)(b) and 23.33(11).

15.002 State laws and definitions adopted. (1) Except as otherwise provided in this chapter, the statutory provisions in Wis. Stat. chs. 23, 340 to 348, and 350 establishing definitions and regulations with respect to ATVs and UTVs, and Wis. Adm. Code. ch. NR 64, All-Terrain Vehicles, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Unless otherwise provided in this chapter, any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this ordinance. Any future amendments, revisions or modifications of the statutes or administrative codes incorporated herein are made a part of this chapter in order to secure uniform statewide regulation of ATVs and UTVs, except to the extent that the provisions of this chapter are more restrictive.

(2) As used in this chapter, the following term shall have the following meaning: "Sponsor" means an individual, organization, ATV or UTV club, or municipality that submits an application to the Sauk County Highway Department for the designation of a county trunk highway or state bridge crossing as an ATV/UTV route and agrees to pay for the costs to make, install, and maintain ATV/UTV route signs.

15.003 Delegation to highway committee. The Sauk County Highway Committee (Committee) is authorized to recommend segments of Sauk County trunk highways and state bridge crossings as ATV/UTV routes, in accordance with the provisions of Wis. Stat. § 23.33, Wis. Admin. Code Ch. NR § 64, and this chapter. Final approval shall require adoption of an ordinance by the Sauk County Board of Supervisors.

15.004 Designation, modification, suspension and termination of ATV/UTV routes.
(1) All Sauk County Highways are open for ATV/UTV use.

(4 ~~2~~) The Sauk County Highway Department and Sheriff's Department shall monitor existing and review proposed ATV/UTV routes for compliance with this ordinance and to prevent unauthorized or adverse use of county trunk highways or unreasonable interference with other private or public property uses.

(~~2~~ 3) Any individual, municipality, ATV or UTV club or organization may apply for an ATV/UTV route designation along, or a trail crossing over, a county trunk highway if they agree to sponsor the ATV/UTV route as required under Sauk Co. Code ss. 15.007 and 15.008.

~~(3) The highway commissioner shall apply the criteria listed in Sauk Co. Code ss. 15.006 when evaluating a proposed ATV/UTV route designation for the Committee.~~

(4) The Sauk County Board of Supervisors may rescind or modify the designation of an ATV/UTV route by ordinance.

(5) The Committee may temporarily modify or suspend any ATV/UTV route designation upon recommendation of the highway commissioner or Sauk County Sheriff and shall immediately report such modification or suspension to the Sauk County Board of Supervisors for final approval or disapproval.

103 (6) The highway commissioner may, without prior approval of the Committee,
104 modify or suspend any ATV/UTV route designation for up to 120 days whenever
105 conditions require closure, upon failure of sponsor to pay for repairs and maintenance as
106 provided in Sauk Co. Code ss. 15.007 and 15.008 or upon recommendation of the Sauk
107 County Sheriff.

108 (7) The Sauk County Sheriff may temporarily close any ATV/UTV route whenever
109 conditions require closure and shall immediately notify the highway commissioner of such
110 closure.

111 (8) Upon county board adoption of a designated ATV/UTV route ordinance:

112 (a) The county clerk shall immediately send a copy of the ordinance to the Sauk
113 County Highway Department, Wisconsin Department of Natural Resources, the state
114 traffic patrol, the Sauk County Sheriff, and to the law enforcement agency and clerk of
115 each municipality having jurisdiction over any of the county trunk highways to which the
116 ordinance designating ATV/UTV route applies.

117 (b) A copy of designated ATV/UTV routes, along with a map showing their location,
118 shall be kept on file at the highway department, provided to the sheriff's department, and
119 posted on the Sauk County website.

120 (9) Designation of segments of the Sauk County Highway System as ATV/UTV
121 routes shall not imply and does not impose upon the Sauk County Highway Department
122 a greater duty of care or responsibility for maintenance of those segments than for any
123 other segment of county highway, nor does it guarantee the safety of the routes. Operators
124 of ATVs/UTVs on county highways designated as an ATV/UTV route assume all the usual
125 and normal risks of ATV/UTV operation.

126 (10) In addition to establishing ATV/UTV routes to connect ATV/UTV routes and
127 trails as defined in Wis. Stat. § 23.33(1)(d), the Committee may establish routes for the
128 purpose of connecting off-road trails established by private entities for the exclusive use
129 of their members, their invitees, or other persons paying a fee for use of the trail. However,
130 the use of the route along the roadway may not be limited to those persons approved by
131 or paying a fee to the private entity.

132 (11) Under Wis. Stat. ss. 23.33(4)(d)3.b. and (11)(am)3., Sauk County authorizes the
133 operation of ATVs/UTVs on State Trunk Highway bridges as shown on Sauk County's
134 Approved ATV/UTV Map Book.

135 In addition, all ATV/UTV operators must do the following:

136 a. Cross the bridge in the most direct manner practicable and at a place where no
137 obstruction prevents a quick and safe crossing.

138 b. Stay as far to the right of the roadway or shoulder as practicable.

139 c. Stop the vehicle prior to the crossing.

140 d. Yield the right-of-way to other vehicles, pedestrians, electric scooters and electric
141 personal assistive mobility devices using the roadway or shoulder.

142 e. Exit the highway as quickly and safely as practicable after crossing the bridge.

143 f. Comply with all state regulations, codes, statutes and orders pertaining to
144 ATV/UTV operation.

145
146
147 **15.005 Application process for ATV/UTV routes.** (1) Anyone requesting an ATV/UTV
148 route designation shall complete an application on a form prescribed by the highway
149 commissioner in compliance with this ordinance, the Wisconsin Statute and Administrative
150 Code, and file the complete application with the highway department by January 1 each
151 year.

152 (2) A complete application must include the following:

153 (a) A map showing the proposed ATV/UTV route including all segments on a county

trunk highway.

(b) A map showing any ATV/UTV routes and trails which intersect with the proposed ATV/UTV route.

~~(c) A sworn statement that the sponsor has legally enforceable permission from all affected landowners to use their property for the proposed ATV/UTV trail.~~

~~(d c)~~ A statement of reasons explaining why the county trunk highway segment or segments should be designated as an ATV/UTV route.

~~(e) If the sponsor is an organization, the names and addresses of its officers, the date when the organization was established or incorporated, the number of members, and a copy of the organization bylaws.~~

~~(f d)~~ A statement that the sponsor will execute a support and maintenance agreement with Sauk County for financial and maintenance support of the proposed route including payments for the procurement, installation, and maintenance of the required ATV/UTV route signs and approaches in right-of-way required by applicable state statutes and administrative codes and the provisions of this ordinance.

~~(g) A copy of a supporting resolution or ordinance of the municipality in which the ATV or UTV route is located.~~

(3) Upon receipt by the Highway Department of an application for an ATV/UTV route designation, the highway department shall notify any municipality in which the proposed ATV/UTV route designation is located of the application.

(4) The highway commissioner shall review a complete application for conformance with the criteria set forth in Sauk Co. Code s. 15.006, and with all applicable state, federal and local laws and regulations.

(5) The highway commissioner shall make a report and recommendation to the Committee on each complete application for a designation of a segment of county trunk highway segment or state bridge crossing as an ATV/UTV route.

~~(6) The Committee will consider the highway commissioner report and the criteria in Sauk Co. Code s. 15.006 in determining whether to approve or deny an application for ATV/UTV route designation.~~

~~15.006 Criteria. The following shall be considered in examining an ATV/UTV route designation application:~~

~~(1) Is the application sufficiently complete, detailed and documented.~~

~~(2) Does the proposed route conform with all applicable state, federal, and local laws and regulations.~~

~~(3) Does each affected municipality support the proposed ATV/UTV routes within their jurisdiction, and was each affected municipality notified of the application.~~

~~(4) Is there a need for the ATV/UTV route designation of the county trunk highway.~~

~~(5) Does the requested segment connect segments of ATV/UTV trail or route networks.~~

~~(6) Length of segment requested.~~

~~(7) The safety of all users, including ATV/UTV riders, pedestrians, bicyclists, motorcyclists, motor vehicle operators, and other transportation users.~~

~~(8) Posted speed limit of the roadway.~~

~~(9) Traffic volume on requested segment.~~

~~(10) Pavement condition (PASER Rating).~~

~~(11) Pavement width.~~

~~(12) Vertical or horizontal alignment safety concerns.~~

~~(13) Crossings free from obstructions.~~

~~(14) Report and recommendation of the Sauk County Highway Commissioner.~~

- 205 ~~(15) Sauk County Sheriff review and recommendation.~~
206 ~~(16) Hours of operation on connected local routes.~~
207 ~~(17) Public input.~~
208

209 **15.007 15.006 Signage of ATV/UTV routes.** (1) The sponsor for an ATV/UTV
210 route designation shall pay for the projected cost of procurement and installation of signs
211 relating to the ATV/UTV route, as determined by the highway commissioner. The highway
212 commissioner shall prepare an estimate of the cost of procurement and installation of the
213 signage and furnish the estimate to the sponsor.

214 (2) Upon passage of an ordinance designating an ATV/UTV route on a county trunk
215 highway, the sponsor shall provide the highway department payment of the full cost for
216 procurement and installation of signs for the approved ATV/UTV route. Failure to make
217 payment in full may result in the highway commissioner suspending the designated
218 ATV/UTV route until payment in full is received by the Sauk County Highway Department.

219 (3) The Sauk County Highway Department is solely responsible for ATV/UTV route
220 signage installation and no person may install any sign on a designated ATV/UTV route
221 without written authorization of the highway commissioner.

222 (4) All required signs shall be in accordance with state statutes and administrative
223 codes applicable to ATV/UTV routes on county trunk highways and bridge crossings.

224 (5) No person may erect, remove, obscure, or deface any authorized ATV/UTV
225 route sign without written authorization of the highway commissioner.

226 (6) A sponsor is solely responsible for all ATV/UTV route sign maintenance and
227 repair costs. Upon determining need for repair or maintenance, the highway commissioner
228 shall provide to the sponsor of an approved ATV/UTV route a statement of the cost for
229 repair and maintenance. Full payment for cost of repair and maintenance must be paid to
230 the highway department within 30 days receipt of statement. Failure to make payment in
231 full may result in temporary suspension of the designated ATV/UTV route until payment is
232 made in full.

233
234 **15.008 15.007 Construction and maintenance of ATV/UTV routes, approaches or**
235 **crossings.** Required construction and maintenance of crossings and routes shall be
236 performed as follows:

237 (1) A sponsor shall furnish all materials, do all work, and pay all costs in connection
238 with the construction or maintenance of the approach or crossing and its appurtenances
239 within the right-of-way to the standards required by the county. The county shall not give,
240 sell, or otherwise provide any equipment, labor, or materials for the project.

241 (2) A sponsor shall construct any roadway approach or crossing utilizing a pre-
242 approved plan and traffic control procedure explained by an authorized highway
243 department employee. The highway department shall inspect the site of each route and
244 each crossing before and during construction to ensure compliance with requirements.

245 (3) Maintenance of approaches or crossings is the responsibility of the
246 organization or person signing the application. The highway department may monitor
247 approaches and crossings on a periodic basis. The results of these reviews may indicate
248 a need for maintenance. In such case, the highway department will notify the person
249 signing the application of those needs and the person or organization will have 10 days
250 to complete the necessary maintenance or repairs. Failure to timely complete the
251 necessary maintenance or repairs may result in the suspension or closure of the
252 approved ATV/UTV route.

253 (4) No revisions or additions shall be made to the route or crossing or its
254 appurtenances on the right-of-way without the written permission of the Committee.

255 (5) All construction and maintenance shall be done subject to the rules and

regulations prescribed by the highway department and be performed and completed to the highway department's satisfaction.

(6) All trails, approaches, and crossings must meet and comply with all local regulations and ordinances.

~~15.009~~ **15.008 Operation on ATV/UTV routes and crossings.** (1) No person shall operate an ATV or UTV on a county trunk highway unless the county trunk highway has been designated as an ATV/UTV route by the Committee and the Sauk County Board of Supervisors, except for operation that is allowed under state statute or administrative code.

(2) No person shall operate an ATV or UTV on a county trunk highway designated as an ATV/UTV route if the county trunk highway is closed for any reason.

(3) The following restrictions apply to operation of ATVs and UTVs on all county trunk highways designated as ATV/UTV routes:

(a) Operators shall abide by all traffic laws, including the rules of operation and equipment requirements contained in Wis. Stat. § 23.33 and Wis. Adm. Code. ch. NR 64, unless further restricted by this chapter.

(b) ATVs and UTVs may only be operated on an approved ATV/UTV route between ½ hour before sunrise and ½ hour after sunset.

(c) ATVs and UTVs shall be operated on a route at a safe speed not to exceed ~~35~~ 45 miles per hour unless a reduced speed is otherwise required by law or roadway conditions.

(d) All ATV and UTV operators shall slow to a safe and prudent speed when there are animals on or near the roadway.

(e) All ATVs and UTVs must operate with fully functional headlights, taillights, and brake lights.

(f) All ATV or UTV operators shall ride in single file on the extreme right-hand side of the paved portion of the highway. Operation on the gravel shoulders, grassy in-slope, ditches, or other highway right-of-way is prohibited. Left turns may be made from any part of the highway when it is safe given prevailing conditions.

(g) Crossing should be made only at a place where no obstruction prevents a quick and safe crossing. "Obstruction" includes, but is not limited to, impairment of view and potentially hazardous roadway conditions.

~~(h) No person under the age of 16 may operate an ATV or UTV on any segment of a county trunk highway that is a designated ATV/UTV route.~~

(i) Every person who operates an ATV or UTV on any segment of a county trunk highway which is designated as an ATV/UTV route shall have in his or her immediate possession a valid motor vehicle operator's license and shall display the license document upon demand from any law enforcement officer, state patrol officer, inspector under Wis. Stat. § 110.07(1), conservation warden, or municipal peace officer.

(j) No person may ride in or on any part of an ATV or UTV that is not designated or intended to be used by passengers.

(k) No operator or passenger of an ATV or UTV may possess, in or on an ATV or UTV on any county trunk highway, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken or the contents of the bottle or receptacle have been partially removed or released.

(l) All ATV and UTV equipment is required to have applicable liability insurance and have proof of insurance.

~~15.010~~ **15.009 Enforcement.** (1) This chapter shall be enforced by any law enforcement official as set forth in Wis. Stat. § 23.33(12).

(2) Adoption of this chapter shall not prohibit any law enforcement officer or DNR

warden from proceeding under any other ordinance, regulation, statute, law or order that pertains to the subject matter under this chapter.

45.011 15.010 Penalties and remedies. (1) Any person who violates any section of this ordinance or statutes adopted by reference, other than a violation under s. 15.011(3) of this ordinance, shall pay a forfeiture of not less than \$50.00 nor more than \$500.00 for each offense, as established in Sauk Co. Code ch. 20. Said forfeiture is exclusive of mandatory assessments and costs.

(2) If it cannot be readily determined which individual is directly responsible for damage to or destruction of a route designation requirement, the person having signed the permit application shall be deemed responsible and cited for violations. A statement to that effect shall appear on the application above the signature line. A failure to pay such forfeiture may form a basis for revocation of a permit.

(3) The penalty for operating an ATV/UTV off the roadway of a designated ATV/UTV route to include the grassy in-slope, ditches, or other highway right-of-way; other than for direct access from a trail to a roadway on a designated trail, or operating outside of permitted times for route use, or operating in excess of permitted speed; shall result in a forfeiture of not less than \$100.00 nor more than \$250.00, as established in Sauk Co. Code ch. 20. Said forfeiture is exclusive of mandatory assessments and costs.

(4) In addition to any forfeiture, a court may order restitution to repair any damage caused by violation of this chapter.

45.012 15.011 Severability. Should any portion of this chapter be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the chapter as a whole or any part thereof, other than the part declared invalid.

Approved for presentation to the County Board by the Highway Committee this 19th day of July, 2022.

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = ☒ 2/3 Majority = ☐ 3/4 Majority = ☐

The County Board has the legal authority to adopt: Yes ☒ No ☐ as reviewed by the Corporation Counsel, Brian Peper, Date: July 13, 2022.

Offered and passage moved by:

Brian Peper
Brian Peper

Terry Spencer
Terry Spencer

Smooth Dettler
Smooth Dettler

Richard Flint
Richard Flint

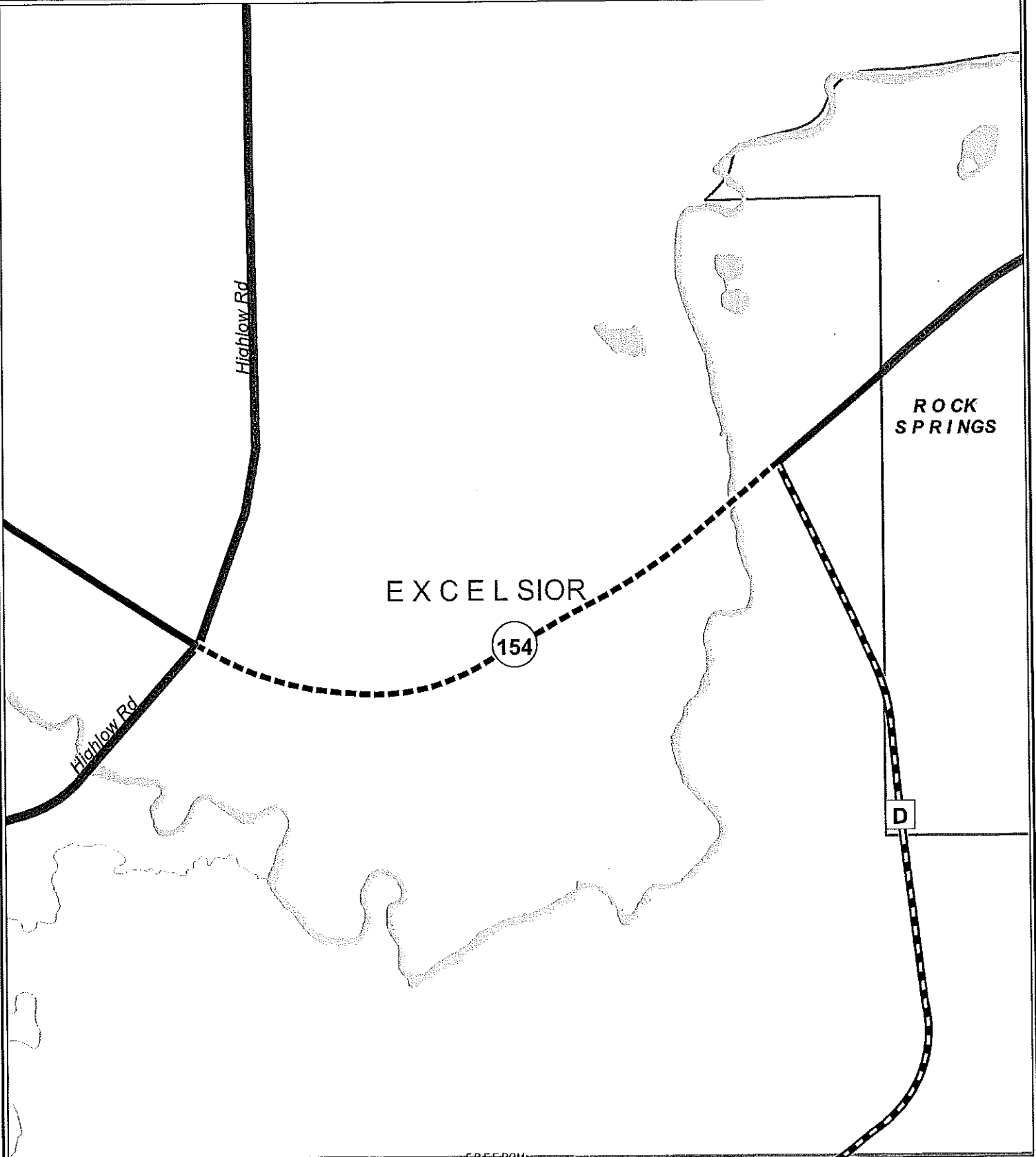
Kevin Schell
Kevin Schell

Fiscal Note: No Impact. Yes

MIS Note: No Impact.

Sauk County ATV/UTV Routes and Trails

STH 154



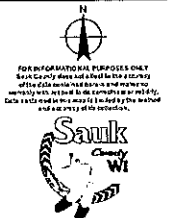
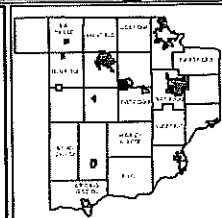
ATV/UTV Routes & Trails

- Sauk County - ATV Off-Road Trails
- Sauk County - City & Village Street ATV Routes
- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV Routes

Roadways

- Interstate
- Federal
- County
- Town
- Muni
- Alley
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes
County & State Highways
11 Last Updated: May 5, 2022



RESOLUTION # 74-2022

Resolution Authorizing Amendments to the Sauk County Farm and Health Care Center Cropland and Pasture Lease Agreements.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

Sauk County owns approximately 294 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 12 acres of cropland are located adjacent to the current Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids for renting this land. Sauk County entered into three lease agreements for such premises that commenced on March 1, 2018 and will terminate on February 28, 2023. In discussions with the operators, the LRE department has suggested changing the lease end date to December 31, 2022 to better align with future activities outlined in the Sauk County Property Master Plan. The amendment to the leases would change the end date to December 31, 2022 and slightly reduce the rental payment for 2022.

WHEREAS, Sauk County entered into three lease agreements for cropland and pasture at the Sauk County Farm and cropland at the Sauk County Health Care Center on March 1, 2018 for a period of five years beginning March 1, 2018 and ending February 28, 2023; and,

WHEREAS, Sauk County and the operators desire to amend the lease agreements based upon terms and conditions set forth within the amendment attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the attached amendment is hereby agreed to and the Administrator and the County Clerk are hereby authorized to execute an amendment to such lease agreement.

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

Consent Agenda Item: [] YES [X] NO

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


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

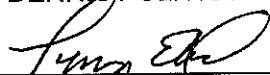
The County Board has the legal authority to adopt: Yes RJD No _____ as reviewed by the Corporation Counsel, [Signature], Date: 07.14.2022.

Offered and passage moved by: Land Resources and Environment Committee

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85


MARTY KRUEGER, Chair

PETER KINSMAN, Vice Chair

DENNIS POLIVKA


LYNN EBERL


ROBERT SPENCER


VALERIE MCAULIFFE

BRANDON LOHR

RANDALL PUTTKAMER

Fiscal Note: The 2022 LRE Budget shows rental payments of \$46,657 which includes revenue from the Sauk County Farm Cropland and Pasture and Health Care Center Cropland Lease Agreements. Upon adoption of the proposed resolution, the revenue from rental payments will be \$38,656.06.

KPB

MIS Note: No Impact

EXHIBIT A

AMENDMENT TO:

SAUK COUNTY HEALTH CARE CENTER CROPLAND LEASE

SAUK COUNTY FARM CROPLAND LEASE

SAUK COUNTY FARM PASTURE LEASE

THIS LEASE AMENDING AGREEMENT dated this ____ day of _____, 2022

BETWEEN:

Sauk County, Lessor

And

Jason Bergman, Lessee

Peter Kinsman, Lessee

Background

- A. County of Sauk, "Lessor" and Jason Bergman, "Lessee", and Peter Kinsman, "Lessee", entered into Lease Agreements made for the premises known as the Sauk County Farm located in the Town of Reedsburg, and the Sauk County Health Care Center located in the City of Reedsburg, County of Sauk, and State of Wisconsin dated March 1, 2018.
- B. The Lessor and Lessees desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").
- C. This Agreement is the third amendment to the Sauk County Farm Cropland Lease.
- D. This Agreement is the second amendment to the Sauk County Farm Pasture Lease.
- E. This Agreement is the first amendment to the Sauk County Health Care Center Cropland Lease.

IN CONSIDERATION OF the Lessor and Lessees agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements provided below.

Amendments

The Leases are amended as follows:

- A. The leases will terminate on December 31, 2022.
- B. As a result of the reduction in lease length, the annual rent payment for the Sauk County Farm Cropland will be \$35,030.22 and the Sauk County Health Care Center Cropland will be \$1,750.

No Other Change

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

Miscellaneous Terms

Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Lessor" and "Lessees" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law

Subject to the terms of the Lease, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wisconsin, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Lease Amending Agreement as the date provided.

FOR LESSEE:

Signed this ____ of _____, _____.

Jason Bergman, Operator

Signed this ____ of _____, _____.

Peter Kinsman, Operator

FOR THE COUNTY OF SAUK (LESSOR):

Signed this ____ of _____, _____.

Brent Miller, Administrator

Signed this ____ of _____, _____.

Rebecca Evert, County Clerk

1 GENERAL CODE OF SAUK COUNTY, WISCONSIN
2 ORDINANCE AMENDMENT # 10-2022
3

4 Ordinance Amendment to Chapter 7, Sauk County Code of Ordinance
5

6 Ordinance Amendment offered by Land Resources and Environment Committee
7

8 **BACKGROUND:**

9 Petition to the Land Resources and Environment Committee for a text amendment to
10 Chapter 7, Sauk County Code of Ordinance. The request would include amendments to
11 Section 7.011(13), the definition of animal sanctuary to include the words "Animal
12 Rescue"; to Section 7.035(1), Use Table, to allow an Animal Sanctuary/Animal Rescue
13 within the RC Zoning District with the approval of a conditional use permit; and to Section
14 7.077 Secondary Standards. The proposed text amendment request by the applicant
15 has been further modified by the department to address public health, safety, and general
16 welfare concerns. The proposed amendment would affect all Towns within the
17 unincorporate lands of Sauk County within the agricultural, resource conservancy and
18 rural community zoning districts. The ability to enact the proposed ordinance amendment
19 is granted pursuant to Wis Stats. §. 59.59.
20

21 **WHEREAS**, Sauk County is granted the authority to enact a text amendment pursuant to
22 Wis. Stats. §59.69(5)(e); and,
23
24

25 **WHEREAS**, the Land Resources and Environment Committee held a public hearing on
26 June 28, 2022 and recommended approval of the ordinance amendment as presented;
27 and,
28

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

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

33 Section 2. This ordinance shall take effect no later than 40 days after the County
34 Board decision unless the majority of towns affected file resolutions with the Sauk
35 County Clerk, approving or disapproving the amendment 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. The text amendment is attached as exhibit A:
41

42 **Exhibit A:**
43

44 **EXISTING TEXT:**

45 *s. 7.011(13)*

46 "Animal sanctuary" means a facility where non-livestock animals are brought to live and
47 to be protected and that does not seek to place animals with a person.

48 *s. 7.035 Recreational Uses*

Use Table
All uses must meet applicable primary and secondary standards.

Principal Use	(a) SF R	(b) MF R	(c) RU C	(d) CO M	(e) RCO M	(f) IN D	(g) E A	(h) R C	(i) A G	Secondary Standards
7.035 Recreational Uses										
(1) Animal Sanctuary									C	7.077

s. 7.077

(1) *Setbacks*. All structures associated with animal sanctuaries shall be located no less than 500 feet from any side or rear yard. The setback from the road right of way shall be as specified in Section 7.098.

(2) *Lot size*. Animal sanctuary facilities shall be located on lots containing not less than ten acres.

(3) *Vegetative buffer*. All animal sanctuaries shall meet the vegetative buffer requirements of Section 7.042.

PROPOSED TEXT:

s. 7.011(13)

"Animal rescue or sanctuary" means any facility where homeless, stray, abandoned, rescued or unwanted animals are received, harbored, fostered, maintained or made available for adoption to the general public and which is owned, operated, or maintained by a duly incorporated humane society, animal welfare society, society for the prevention of the cruelty to animals or other nonprofit or tax-exempt organization devoted to the welfare, protection or humane treatment of animals. This does not include the harboring of exotic species which have been bred in captivity or taken from the wild and tamed.

s. 7.035 Recreational Uses

Use Table										
All uses must meet applicable primary and secondary standards.										
Principal Use	(a) SF R	(b) MF R	(c) RU C	(d) CO M	(e) RCO M	(f) IN D	(g) E A	(h) R C	(i) A G	Secondary Standards
7.035 Recreational Uses										
(2) Animal Rescue or Sanctuary			C					C	C	7.077

s. 7.077

(1) *Permits*. A copy of all state and federal permits shall be submitted to the Department and maintained as necessary.

(2) *Setbacks*. All structures and enclosed outside areas utilized for housing animals shall be located no less than 200 feet from any property line. The setback from the road right of way shall be as specified in Section 7.098.

(3) *Vegetative buffer*. All animal sanctuaries shall meet the vegetative buffer requirements of Section 7.042.

(4) *Waste*. A waste disposal plan shall be submitted. Wastes from livestock animals shall

be the only waste allowed to be land spread.

(5) Escape. All outdoor runs shall be fenced to prevent animals from escaping.

(6) Overnight care. All overnight care of animals must occur indoors.

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

Consent Agenda Item: [] YES [] NO

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

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

The County Board has the legal authority to adopt: Yes 250 No _____ as reviewed by the Corporation Counsel, [Signature], Date: June 28, 2022.

Offered and passage moved by: Land Resources and Environment Committee

[Signature]
MARTY KRUEGER

[Signature]
PETER KINSMAN

[Signature]
DENNIS POLIVKA

[Signature]
LYNN EBERL

[Signature]
BRANDON LOHR

[Signature]
VALERIE MCAULIFFE

[Signature]
ROBERT SPENCER

[Signature]
RANDALL PUTTKAMER

Fiscal Note: Not applicable. KRB

MIS Note: Not applicable.

RESOLUTION # 75-2022

Resolution to Ratify the July 1, 2021 – December 31, 2023, Collective Bargaining Agreement Between Sauk County and the Wisconsin Professional Police Association (WPPA) L241-Sheriff's Department Sworn Unit

Resolution offered by the Personnel and Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin: July 19, 2022

BACKGROUND:

The existing collective bargaining agreement between Sauk County and WPPA L241 (Sheriff's Department Sworn Unit) expired on June 30, 2021. The Personnel and Insurance Committee has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar dates of July 1, 2021 through December 31, 2023. In accordance with Wis Stats. 111.70/111.77, certain sworn law enforcement officers maintain collective bargaining rights.

The provisions of the tentative agreements reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties and municipalities, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County. Therefore, the Personnel and Insurance Committee, after careful consideration and review, believes the provisions of the tentative agreement as being in the best interest of Sauk County.

THEREFORE, BE IT RESOLVED, the Sauk County Personnel and Insurance Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement, set forth in more detail in the attached summary.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 11th day of July, 2022

Consent Agenda Item: [] YES [x] NO

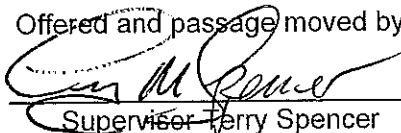
Fiscal Impact: [] None [x] Budgeted Expenditure [] Not Budgeted

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

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

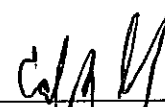
43
44
45
46
47
48
49
50
51
52
53
54

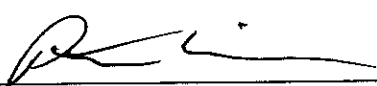
Offered and passage moved by:

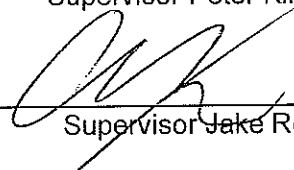

Supervisor Terry Spencer

Supervisor Robert Prosser

KPB


Supervisor Carl Gruber


Supervisor Peter Kinsman


Supervisor Jake Roxen

Fiscal Note:

Full-Time Equivalents

Wages, Overtime with Across-the-Board (ATB) Change
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)
Health & Life Insurance
Total Package Cost With Cost of Living Adjustment

	2021*	2022	2023
	93	93	93
Wages, Overtime with Across-the-Board (ATB) Change	5,920,720	6,098,075	6,230,200
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)	1,212,563	1,276,937	1,378,120
Health & Life Insurance	1,331,788	1,423,590	1,550,172
Total Package Cost With Cost of Living Adjustment	8,465,071	8,798,602	9,158,492
Change from Prior Year Dependent on This Action	% \$	% \$	% \$
Wages, Overtime with Across-the-Board (ATB) Change	1.75% 101,831	3.00% 177,355	2.17% 132,125
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)	3.01% 35,402	5.31% 64,373	7.92% 101,183
Total Change from Prior Year Dependent on This Action	1.96% 137,233	3.39% 241,728	2.65% 233,308
Health (2021=+3.90%, 2022=+6.90%, 2023=+8.90% est'd) & Life Insurance (increase not dependent on this action)	3.90% 49,941	6.89% 91,802	8.89% 126,582
Total Change from Prior Year	2.26% 187,173	3.94% 333,531	4.09% 359,890

Changes Include:

1/1/2021 +1.25% on all rates (previous contract)
7/1/2021 +1.00% on all rates
1/1/2022 +1.00% on all rates, and adjust step progression
7/1/2022 +1.00% on all rates
1/1/2023 +2.00% on all rates
12/1/2023 +2.00% on all rates

*2021 includes previous contract that expired 6-30-2021 and this agreement

MIS Note: No MIS impact.

2.01 - RECOGNITION. The municipal employer recognizes WPPA L241 as the exclusive bargaining representative of all employees of the Sheriff's Department excluding the positions of Sheriff, Chief Deputy, Captain, Lieutenant, Sergeant, Communications Supervisor, Office Manager, Clerk, Telecommunicator, Administrative Assistant-Jail, Administrative Services Supervisor, temporary and part-time employees working six hundred (600) hours per year or less as the appropriate unit for purposes of collective bargaining with respect to wages, hours and working conditions of employment pursuant to the unit of clarification by the WERC, Case 172 No. 68097 ME-4174 and the Memorandum of Understanding dated December 11, 2009, which splits WPPA L241 in a sworn and non-sworn unit.
Comment: removed Financial Analyst

3.03 - SMOKE, ALCOHOL, AND DRUG FREE WORKPLACE. The Union recognizes that Sauk County is a smoke, alcohol, and drug free workplace and will be consistent with policies set forth in 13.055, 13.056, and 13.057 of Chapter 13 of the Sauk County Code of Ordinances.
Comment: removed old ordinance sections

9.08 - PROMOTION/JOB TRANSFER. A promoted or transferred employee shall serve an introductory period of eighteen (18) months for the Security, Patrol, and Detective Divisions.

10.01 - CONTRACT WAGE RATES. Salary and classifications listed in Addendum "A" (wage rates):

- a. Effective with the pay period that includes July 1, 2021 – 1.0% ATB (all divisions)
- b. January 1, 2022 – 1.0% ATB (all divisions)
- c. January 1, 2022 – 0.5% ATB (all divisions) for Step 5 only
- d. Effective with the pay period that includes July 1, 2022 – 1.0% ATB (all divisions)
- e. January 1, 2023 – 2.0% ATB (all divisions)
- f. Effective with the pay period that includes December 1, 2023 – 2.0% ATB (all divisions)

Backpay shall apply to members of the bargaining group currently on the payroll as of union ratification and those who have retired per Wisconsin Retirement System (WRS) guidelines, as well as those who remain employed with the Sheriff's Office in another capacity.

10.03 - COMPENSATORY TIME.

a. Security and Detective Divisions

- i. Compensatory Time in Lieu of Overtime: Employees of the Security and Detective Divisions shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of forty (40.0) for 5/2 schedules and thirty-six (36.0) for 4/2 schedules hours of compensatory time. Compensatory time is paid at time and one half the straight time rate. Compensatory time will accrue to the employee's "bank" at the end of the employee's established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his/her designee subject to the provisions of section 11.02(b). The scheduling of compensatory time shall be on a first come, first served basis.

- ii. Compensatory Time Usage: Employees must request the use of compensatory time hours at least ten (10) business days in advance of its use. Employees' immediate

supervisor may honor requests upon shorter notice. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.

b. Patrol Division

i. Compensatory Time in Lieu of Overtime: Employees of the Patrol Division shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of twenty-four (24.0) hours of compensatory time. Compensatory time is paid at time and one half the straight time rate. Compensatory time will accrue to the employee's "bank" at the end of the employee's established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his/her designee subject to the provisions of section 11.02(d). The scheduling of compensatory time shall be on a first come, first served basis.

ii. Compensatory Time Usage: Patrol Division employees may use compensatory time in increments not to exceed four (4) hours, used exclusively to leave their shift early or arrive to shift late. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.

Payout of Compensatory Time: Any accumulated compensatory will be paid out to employees no later than the last paycheck in December of that year. Compensatory time shall not be accumulated from the end of the pay period of the next-to-last check date in December through the end of the year. Compensatory time can be accumulated again upon the new year. Upon termination, employees shall be paid the balance of their compensatory time bank at the rate equal to the employee's normal hourly rate. The appropriate rate of pay for the payout will be that which is in effect at the time of the payout.

d. Rights of the Sheriff: Nothing contained herein shall be construed as to abrogate the constitutional or statutory rights of the Sheriff.

Comment: removed first check in November

10.05 - MEALS.

a. Security and Detective Division employees are entitled to a forty (40) minute lunch during his/her normal shift. Any employee required to extend his/her normal shift beyond ten (10) hours shall be entitled to a second meal break. Subject to reasonable administrative regulations, employees working on the road during the third shift may be allowed to take their meals at their home.

b. Patrol Division employees are entitled to two (2) 30-minute breaks for each 12-hour shift worked, and one (1) 30-minute break for each 8-hour shift worked.

10.08 TWELVE (12) HOUR SHIFT SCHEDULE/ROTATION. Members of the patrol division shall have a 12-hour shift schedule/rotation. The 12-hour shift schedule/rotation shall consist of four (4) teams, [Days A, Days B, Nights A, Nights B] Days A and B will work a split shift of [5am-5pm/6am-6pm] and Nights A and B will work a split shift of [5pm-5am/6pm-6a m]. Days A and B and Nights A and B schedules shall be opposite "days-on" and "days-off" from each other on the following fourteen (14) day rotation:

- a. 2 on- 2 off/ 3 on- 2 off/ 2 on-3 off during a 14-day cycle (i.e., Mon-Tues ON-- Weds-Thurs OFF/ Fri-Sat-Sun ON - Mon-Tues OFF/ Wed-Thurs ON-Fri-Sat-Sun OFF)
- b. An officer's "shift working date" is the actual date the shift begins.
- c. One eight (8) - hour day will be implemented into the fourteen (14) day rotation for each Deputy. This 8-hour day will be flexible for training, special team call outs and other assignments. Management reserves the right to adjust the 8-hour day with a five (5) day notice. Management will assign the short days.
- d. Shift Differential: Night Shift A and B [5pm-5a m/6pm-6a m] shall receive shift differential (\$.25 cents an hour) as provided for in Article 10, Section 10.06.
- e. Excluding exigent circumstances, deputies shall take a minimum of eight (8) continuous hours of rest in each 24-hour period.

10.09 ORDER-INS. When staffing levels for the patrol division are below the number deemed necessary for any reason, including but not limited to: staffing shortages, immediate emergency shortages, special events, etc. and the needs are not met voluntarily, the patrol division call in list will be utilized for order-in. Order-in procedures will follow as:

- a. Each shift and stack will be an exclusive order-in list. (Days A, Days B, Nights A, Nights B).
- b. Order-ins for deputies will be rotating based on reverse seniority in their designated stacks.
- c. Deputies are subject to order-ins on their regular days off.
- d. Deputies can fulfill their "turn" in the order-in rotation by volunteering or being ordered to work a minimum of 2 hours in a patrol function. This does not include volunteering for special details.
- e. Deputies will get one "Pass" per calendar year

10.10 CANINE HANDLER SCHEDULE. The canine handler(s) shall end assigned shifts (1) hour earlier for each 12-hour shift in order to work an eleven (11) - hour shift to accommodate care of K-9. The canine handler(s) shall end assigned shifts (1) hour earlier for each 8-hour shift worked in order to work a 7-hour shift to accommodate care of K-9.

11.01 - VACATION ACCRUAL. All employees covered by this Agreement shall be entitled to one (1) week of vacation after six (6) months of service. Employees shall be entitled to an additional week after twelve (12) months and two (2) weeks after each additional year up to seven (7) years of service and three (3) weeks of vacation after seven (7) years. One (1) additional day of vacation shall be granted for each year of employment after eight (8) years but not to exceed four (4) weeks. The workweek under this section shall be defined as applying only to six (6) working days and two (2) days off. Full time employees shall accrue vacation on a basis of the shift they are assigned to work during the period of accrual, either 8 hour or 8.5 hours. Full time members of the patrol division shall accrue vacation in eight (8) hour increments. Vacation is accrued to the employee in hourly increments when earned, however vacation may not be used until the employee is eligible to use such vacation as indicated above.

Comment: reduced from eight (8)

11.02 - VACATION AND COMPENSATORY TIME APPROVAL.

- a. Vacation schedules must be approved by the department head. In the event that two (2) or more applications for the same vacation period are submitted simultaneously, seniority shall

prevail, otherwise vacation slots shall be on a first-come, first-preference basis. Availability of personnel and overtime costs being recognized as managerial concerns, it is understood that, while management will not always be able to grant every request, no other criteria will be arbitrarily introduced as deciding factors in the vacation or compensatory time off approval decision-making process

b. Vacation or compensatory time off days in the detective division may be granted to one employee within the division, per shift, on the same date(s) at the discretion of the immediate supervisor..

c. In the Security Division (Jail), vacation leave will be granted on the basis of minimum staffing levels when court is not in session; minimum staffing plus one when court is in session.

d. In the Patrol Division, vacation leave may be used in increments up to and including twelve (12) hours. Between Labor Day and Memorial Day, when one employee is already approved for vacation, a second employee may be considered for vacation time. The second employee shall request vacation per departmental procedures and shall be notified of the status of the request within four (4) calendar weeks of the request. Management retains the right to recall the vacation approval within forty-eight (48) hours of the shift start. Employee's immediate supervisor may honor requests upon shorter notice, if possible. No vacation will be granted on weekends from the Friday of Memorial Weekend to the Monday of Labor Day Weekend with the exception of one (1) 12-hour day per employee. For the purpose of this agreement, weekends are defined as Friday starting at 5 AM until Monday at 5:00 AM.

e. In the event a vacation request cannot be approved, the employee may:

i. Trade a shift with another qualified employee (Note: members of the patrol division shall not owe more than thirty-six (36) hours in shift trades combined); or

ii. As a last resort, make a written appeal to the Sheriff or designee.

f. Any employee using a vacation day in conjunction with his or her assigned days off will not be subject to order-in while observing said days off or vacation days, but will remain "first-up" on an order-in list upon his or her return to duty.

11.05 - VACATION CARRYOVER. Employees have the ability to carry over a maximum of forty-two and one-half (42.5) hours of vacation pay to the ensuing calendar year; provided the hours carried over are used by the end of the anniversary service month and will not be paid out. Members of the patrol division have the ability to carry over a maximum of thirty-six (36) hours. Vacations are not accumulative and should be completed during the twelve (12) month period following the anniversary date.

11.08 - PAID HOLIDAYS. Security Division employees who work on holidays shall, at their option, be paid either time and one-half (1 ½) times plus straight time for all hours worked during a regularly scheduled shift, or receive a floating holiday compensatory time for (hours worked not to exceed 8.0 or 8.5) in lieu of being paid. Patrol Division employees who work on holidays shall be paid time and one-half (1 ½) times plus eight (8) hours of holiday pay at straight time, with the exception of Good Friday and Christmas Eve will be four (4) hours of holiday pay at straight time and cannot receive a floating holiday. Security and Detective Division employees who do not work on holidays are entitled to the normal pay for the shift currently assigned as of that holiday. Patrol Division employees who do not work on holidays are entitled to 8.0 hours of their normal pay. Employees who work shifts other than the five-day schedule shall have the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Four (4) hours on Good Friday
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Four and one half (4.5) hours on Christmas Eve
- Christmas Day
- New Year's Eve

235 All employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during
 236 a vacation. Such employees will be entitled to another vacation day. If a holiday falls during a time an
 237 employee is scheduled to work but is on sick leave, he/she shall receive holiday pay and not be charged
 238 sick leave for that day.

239 Employees who work a five-day schedule shall have the following holidays in lieu of those enumerated
 240 above for other employees:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

241 **12.02 - SICK LEAVE CREDIT.** Sick Leave Credits may be accrued as follows:

- 242 1) All Sheriff's Department employees being represented for whom vacation periods are provided
 243 shall be given sick leave with pay at the rate of one (1) day, or eight(8) hours, of sick leave for
 244 each completed calendar month of compensated service. The term "each completed calendar
 245 month of compensated service" shall be construed to mean any calendar month in which the
 246 employee has completed thirteen (13) days of compensated service. This definition applies to all
 247 employees of the Sheriff's Department engaged in service of the County except part-time and
 248 seasonal employees or employees who are on a per diem basis. Upon the completion of the first
 249 six months of continuous employment, employees of this bargaining group may utilize accrued
 250 sick leave balances. Members of the Patrol Division may use sick leave in increments up to and
 251 including twelve (12) hours.
- 252 2) No employee shall be credited with an accumulation of more than one hundred and twenty (120)
 253 days of sick leave credits at any time. Employees regularly working the twelve (12) hour rotation
 254 shall not exceed 1,020 hours in their accrual bank. No employee shall be permitted to take more
 255 than one hundred and twenty (120) days of sick leave in any one (1) calendar year. Employees
 256 shall not be required to use sick leave in case of an on-the-job injury. Any employee having unused
 257 sick leave on the date of retirement, provided the employee has reached age fifty (50) if employed
 258 in a protective occupation as classified by the Wisconsin Retirement System, or age fifty-five (55)
 259 if employed in a non-protective occupation as classified by the Wisconsin Retirement System, and

the employee qualifies for an annuity under the Wisconsin Retirement System, shall be able to either:

- a. Employees hired on or after January 1, 2017, shall be able to receive sixty (60%) of the cash value of the employee's accrued sick leave paid to the employee less applicable deductions;
- b. Employees hired on or before December 31, 2016, shall be eligible to convert seventy (70.0%) thereof to purchase continuing health insurance under the County's Employee Health Insurance Plan; or,
- c. The employee may, at his/her discretion, receive one hundred percent (100%) the cash value of the conversion privilege in lieu of any right to further participation in the County's Employee Health Insurance Plan; the choice is irrevocable and must be made upon notice of intent to retire.

3) Any employee who has accumulated one hundred twenty (120) days of sick leave will have a Special Catastrophic Sick Leave Account established for his/her personal benefit; additional sick leave will be accredited to this account at the rate of one-half (1/2) day for each completed calendar month of compensated service during which the employee has maintained one hundred twenty (120) days of accumulated regular sick leave. The Special Catastrophic Sick Leave Account may only be drawn from to cover eligible absences under Section A above, where the employee has previously exhausted all accumulated regular sick leave. Sick leave credited to this special account may only be used for medically documented, eligible absences and shall not be used in any other manner for any purpose, whatsoever.

4) In the event an active employee dies, sick leave will be paid out to the beneficiaries of the employee at a rate of 100%.

12.05 - BEREAVEMENT LEAVE. Employees shall be entitled to bereavement leave in the event of the death of an employee's spouse, child, parent, brother, sister, stepparent, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or grandchild. This leave is separate from any benefit accruals and if additional leave time is required beyond that specified in this section, the additional leave time may be taken and deducted from the employee's vacation or compensatory time. Payment for bereavement leave shall only be for days lost from the regular schedule of the employee. The employee may be required to furnish proof satisfactory to the county of the death and relationship to the deceased. Members of the patrol division shall be entitled to two (2) days of bereavement leave per occurrence, members of the security and detective divisions shall be entitled to three (3) days of bereavement leave per occurrence.

Comment: amended from funeral leave

14.01 Longevity.

Effective January 1, 2022, employees shall receive longevity pay in accordance with Table B.

Table B.

Longevity Period	Step
Hiring (was hiring)	Step 1

2 years (was 24 month)	Step 2
3 years (was 5yrs)	Step 3
6 years (was 10yrs)	Step 4
8 years (was 15yrs)	Step 5

15.02 - EFFECTIVE DATES. This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect until and including December 31, 2023, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either prior to July 1, 2023, or any first day of July of any effective year of this Agreement thereafter.

APPENDIX A – WAGES

Pay Period that Includes July 1, 2021 (1.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (12 month)	Step 3 (24 month)	Step 4 (5 years)	Step 5 (10 years)	Step 6 (15 years)
1	Deputy Security	\$23.02	\$24.84	\$25.35	\$26.34	\$26.88	\$27.72
2	Deputy Patrol	\$25.99	\$26.55	\$27.58	\$28.94	\$30.42	\$31.68
3	Detective	\$27.58	\$28.14	\$29.00	\$30.13	\$31.27	\$32.69

January 1, 2022 (1.00% ATB, restructure, 0.50% for Step 5, All Divisions)

Prior 2022	Step 1 (Hiring)	Step 2 (12 month)	Step 3 (24 month)	Step 4 (5 years)	Step 5 (10 years)	Step 6 (15 years)
January 1, 2022	Hiring (Was Hiring)	2 years (was Step 3, 24 months)	3 years (was Step 4, 5 years)	6 years (was Step 5, 10 years)	8 years (was Step 6, 15 years)	ELIM

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$23.25	\$25.60	\$26.60	\$27.15	\$28.14
2	Deputy Patrol	\$26.25	\$27.86	\$29.23	\$30.72	\$32.16
3	Detective	\$27.86	\$29.29	\$30.43	\$31.58	\$33.18

Pay Period that Includes July 1, 2022 (1.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$23.48	\$25.86	\$26.87	\$27.42	\$28.42
2	Deputy Patrol	\$26.51	\$28.14	\$29.52	\$31.03	\$32.48
3	Detective	\$28.14	\$29.58	\$30.73	\$31.90	\$33.51

January 1, 2023
(2.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$23.95	\$26.38	\$27.41	\$27.97	\$28.99
2	Deputy Patrol	\$27.04	\$28.70	\$30.11	\$31.65	\$33.13
3	Detective	\$28.70	\$30.17	\$31.34	\$32.54	\$34.18

Pay Period that Includes December 1, 2023
(2.00% ATB, All Divisions)

Grade	Position Title	Step 1 (Hiring)	Step 2 (2 years)	Step 3 (3 years)	Step 4 (6 years)	Step 5 (8 years)
1	Deputy Security	\$24.43	\$26.91	\$27.96	\$28.53	\$29.57
2	Deputy Patrol	\$27.58	\$29.27	\$30.71	\$32.28	\$33.79
3	Detective	\$29.27	\$30.77	\$31.97	\$33.19	\$34.86

RESOLUTION # 76-2022

Resolution Authorizing a Contractual Agreement with McGrath Human Resource Group to Provide Professional Services to Conduct the Sauk County Classification and Compensation Analysis

Resolution offered by the Personnel and Insurance Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin: July 19, 2022

BACKGROUND: Sauk County government serves a population of approximately 65,750 residents. The County currently has nearly 650 full-time and part-time employees, 550 of which are non-union. Sauk County's current compensation plan was developed in 2013 and implemented mid-year in 2014. During the past 8 years, only isolated minor updates have occurred. We have an aging workforce and over the next five years approximately 37% of our workforce will be eligible for retirement, and a valid compensation plan will be critical to our efforts to attract qualified replacements.

WHEREAS, the 2022 budget, as adopted by the Sauk County Board of Supervisors, authorized an operational analysis of the Sauk County Classification and Compensation Plan for all employees (excluding sworn members of WPPA Local 241); and

WHEREAS, a Request for Proposal (RFP) was developed and issued to elicit bids from qualified firms to conduct a Classification and Compensation Analysis,

WHEREAS, a review panel consisting of the Administrator, Corporation Counsel, Finance Director, and Human Resources Director reviewed and analyzed the five proposals received based on the experience/reliability (30 out of 120 points), expertise of personnel (30 out of 120 points), method of performance (30 out of 120 points), and cost (30 out of 120 points) and,

WHEREAS, based on the review panel's analysis, the Personnel and Insurance Committee recommend McGrath Human Resource Group to conduct the Classification and Compensation Analysis.

THEREFORE, BE IT RESOLVED, that the Administrator be and hereby is authorized to enter into such contract with McGrath Human Resource Group, with Corporation Counsel's review of said contract, in an amount not to exceed \$77,695.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 11th day of July, 2022

Consent Agenda Item: [] YES [x] NO

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

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

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

Offered and passage moved by:

Supervisor Terry Spencer

Supervisor Robert Prosser

Supervisor Carl Gruber

Supervisor Peter Kinsman

Supervisor Jake Roxen

Fiscal Note: The 2022 budget includes \$80,000 of American Rescue Plan Act (ARPA) funds.

	Cost	Subsequent Year Reclassification Reviews	Subsequent Year Annual Costs
Carlson Dettman	\$96,500	\$275 each	N/A
EverGreen Solutions	\$54,500	Indeterminate	Indeterminate
JER HR Group	\$84,500	\$0	\$20,000 annually
McGrath Human Resources Group	\$77,695	\$175 each	N/A
REDW	\$126,400	\$250 per hour	\$16,500

MIS Note: No MIS impact