

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, December 20, 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. AGING & DISABILITY RESOURCE CENTER AND VETERANS SERVICE COMMITTEE:

i. Resolution 103-2022 Honoring Susan Stoddard. (Page 4)

b. HEALTH CARE CENTER BOARD OF TRUSTEES:

i. Resolution 104-2022 To Commend Miriam McBain For More Than 31 Years Of Faithful Service To The People Of Sauk County. (Pages 5-6)

ii. Resolution 105-2022 To Commend Rich Weiland For More Than 5 Years Of Faithful Service To The People Of Sauk County. (Pages 7-8)

c. LAW ENFORCEMENT & JUDICIARY COMMITTEE:

i. Resolution 106-2022 To Honor Dena Weinke For Over 30 Years Of Service. (Page 9)

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. Any comments not related to the agenda should be sent to the County Clerk to forward to the County Board.

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

10. APPOINTMENTS

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):
 - i. Petition 29-2022, Applicant: HHCD; Project Location: Town of Dellona; Current Zoning: Residential; Proposed Zoning: Multiple Family Residential. (Pages 10-18)
- 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. **Resolution 107-2022** To Transfer A Part Of CTH C To The Town Of Sumpter. (Page 19-20)

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

- i. **Ordinance 14-2022** Ordinance Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Ironton From Exclusive Agriculture To An Agriculture Zoning District Filed Upon Amos Miller, Property Owner. (Pages 21-22)
- ii. **Resolution 108-2022** Authorizing The Director Of Land Resources And Environment To Submit Multi-Discharger Variance Application To The Wisconsin Department Of Natural Resources. (Pages 23-24)
- iii. **Resolution 109-2022** Authorizing A Cropland Lease Agreement At The Sauk County Farm. (Page 25-49)
- iv. **Resolution 110-2022** Authorizing A Pasture Lease Agreement At The Sauk County Farm. (Pages 50-67)
- v. **Resolution 111-2022** Authorizing Sauk County To Enter Into A Memorandum Of Understanding With The Sauk Soil & Water Improvement Group For Agricultural Demonstration And Research At The Sauk County Farm. (Pages 68-87)
- vi. **Resolution 112-2022** Authorizing A Cropland Lease Agreement At The Sauk County Health Care Center. (Pages 88-107)
- vii. **Resolution 113-2022** To Adopt Amendments To The Fee Schedule For Chapter 10 County Parks. (Pages 108-109)
- viii. **Resolution 114-2022** Authorizing Sauk County To Enter Into A Contract with MSA Professional Services, Inc. For Great Sauk State Trail/Walking Iron Trail Bridge Funding Services, Construction Documents, Regulatory Permits, And Bid/Construction/Grant Administration. (Page 110)
- ix. **Resolution 115-2022** Authorizing Sauk County To Enter Into A Contract With HKGi For The Great Sauk State Trail Master Plan. (Pages 111-113)

c. **LAW ENFORCEMENT & JUDICIARY COMMITTEE:**

- i. **Resolution 116-2022** In Support Of increased County Child Support Funding. (Pages 114-115)

d. **PERSONNEL & INSURANCE COMMITTEE:**

- i. **Resolution 117-2022** To Approve The Liability, Property, And Workers Compensation Coverage, Insurance, Carrier And Premiums For Sauk County.

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: December 15, 2022.

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

s:/admin/Co Bd Agendas/2022/ctybdagendaDECEMBER2022

RESOLUTION # 103 - 2022

Resolution Honoring Susan Stoddard

Resolution offered by the Aging & Disability Resource Center & Veterans Service Office Committee

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

BACKGROUND:

It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Susan faithfully served the people of Sauk County as an Administrative Assistant for the Department of Human Services from 1998 - 1999; Information Specialist for the Commission on Aging from 1999 - 2003; 911 Dispatcher for the Sheriff's Department from 2003 - 2020; and Veterans Benefit Specialist for the Veterans Service Office from 2020 - 2022. Susan retired on December 2, 2022. Susan maintained professional and ethical integrity and was an essential team member to the Department and all of Sauk County. Susan will be greatly missed by our Veterans and their families that she served.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Susan Stoddard for over 24 years of faithful service to the people of Sauk County; and

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

Approved for presentation to the County Board by the Aging & Disability Resource Center & Veterans Service Office Committee, this ____ day of ____ 2022.

Consent Agenda Item: ☒ 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: 12.13.2022

Offered and passage moved by:

[Signature]
Dennis Polivka, Chair

[Signature]
Thomas Dorner, Vice Chair

[Signature]
Bill Stehling, Secretary

[Signature]
Gaile Burchill

[Signature]
Andrea Lombard

Fiscal Note: None. [Signature]

MIS Note: None.

RESOLUTION # 104 -2022

Resolution to Commend Miriam McBain for More Than 31 Years of Faithful Service To The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Miriam McBain Faithfully served the people of Sauk County as a Registered Nurse as well as The Assistant Director of Nursing at the Sauk County Health Care Center. Miriam McBain was an essential team member to the Sauk County Health Care Center and all of Sauk County for over 31 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk county Board of Supervisors express its sincere appreciation and admiration for Miriam McBain and her over 31 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Health Care Center Board of Trustees Committee, this 20th day of December 2022

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes ☒ No ☐ as reviewed by the Corporation Counsel, Bryant Hazard, Date: 12.13.2022.

Offered and passage moved by:

Bryant Hazard
Bryant Hazard, Supervisor

Joan Fordham
Joan Fordham, Supervisor

Rebecca Klitzke
Rebecca Klitzke, Supervisor

Mike Flint
Mike Flint, Supervisor

William Higgins
William Higgins, Citizen Member

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Dana Horkan-Gant
Dana Horkan-Gant, Citizen Member
Cindy Bodendein
Cindy Bodendein, Citizen Member

Fiscal Note: No Fiscal impact. *Jmt*

MIS Note: No information systems impact.

RESOLUTION # 105 -2022

Resolution to Commend Rich Weiland for More Than 5 Years of Faithful Service to The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Rich Weiland Faithfully served the people of Sauk County as Facilities Manager at the Sauk County Health Care Center. Rich Weiland was an essential team member to the Sauk County Health Care Center and all of Sauk County for over 5 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors express its sincere appreciation and admiration for Rich Weiland and his over 5 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Health Care Center Board of Trustees Committee, this 20th day of December 2022

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes ☒ No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12.13.2022

Offered and passage moved by:

[Signature]
Bryant Hazard, Supervisor

[Signature]
Joan Fordham, Supervisor

[Signature]
Rebecca Klitzke, Supervisor

[Signature]
Mike Flint, Supervisor

[Signature]
William Higgins, Citizen Member

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Dana J. Horkan-Gant
Dana Horkan-Gant, Citizen Member
Cynthia Bodendein
Cindy Bodendein, Citizen Member

Fiscal Note: No Fiscal impact.

JMH

MIS Note: No information systems impact.

RESOLUTION # 106-2022

Resolution to Honor Dena Weinke for Over 30 Years of Service

Resolution offered by the Law Enforcement & Judiciary Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Dena faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Dena started on September 25, 1992 as a Telecommunicator. In May of 2001, she became a Telecommunication Supervisor where she remained and retired as of December 2, 2022.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Dena Weinke for over 30 years of faithful service to the people of Sauk County; and

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

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 20th day of December, 2022

Fiscal Impact: ☒ 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: 12.15.2022

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee this 13th day of December, 2022.

Offered and passage moved by:

[Signature]
John Deitrich
[Signature]
Kevin Schell
[Signature]
David Clemens
[Signature]
Sheila Carver
[Signature]
Delmar Scanlon

Fiscal Note: No Impact [Signature]
MIS Note: No impact



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

CR#55317 \$500⁰⁰
Rec.# 009765

Application Accepted: 11/14/22
Accepted By: TH
Petition Number: 29-22
Current Zoning: SFR
Proposed Zoning: MFR
Committee Hearing Date: 12-27-22
County Board Date: 1-17-23
Supervisor District #: 3

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: HHODA office Home Phone: (608) 374-1245
Mailing Address: P.O. Box 730 Cell Phone: (608) 387-1043
E-mail Address: leaune.burnsted@ho-chunk.com
Agent/Applicant Name: SAME Home Phone:
Mailing Address: Cell Phone:
E-mail Address:

Site Information

Winnebago Heights Sub-division
Site Address: lots 7, 15, 16, 20, 21, 25
Parcel ID: Winnebago Heights Sub-division
Property Description: SW 1/4 NE 1/4 Section 15, T13N, R5E, Current Zoning: Residential
Town of: Dellona
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Residential Single Family
Existing Structures/Improvements: Sewer, water, natural gas, electric

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
Sec 7.020	Multiple Family Residential Zoning District (MFR)

Describe specifically the nature of the request (be sure to list all proposed uses of the property). What do you plan to do? Please attach additional sheets, if necessary.

would like to change the rezoning to
accommodate building duplexes.

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.

- ☐ Completed Zoning Map Amendment Application Form.
- ☐ \$500 application fee (non-refundable), payable to Sauk County LRE.
- ☐ Town/County Scheduling Form completed by the applicant and Township.
- ☐ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown).
- ☐ Legal description of the area to be rezoned (CSM, Metes & Bounds description)
- ☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

Explain how the proposed rezone is consistent with the overall purpose and intent of the zoning ordinance.

NHADA would like to build some duplexes
on 6 of the lots located in the Winnebago
Heights Sub-division.

If rezoning out of an Exclusive Agriculture Zoning District explain how the land is better suited for a use not allowed in the Exclusive Agriculture Zoning District and how the rezoning will not substantially impair or limit future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.

N/A

Certification

I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I give permission for the staff of the Sauk County Land Resources & Environment Department to enter my property for the purpose of collecting information to be used as part of the public hearing process. I understand that the rezone fee is a non-refundable, regardless if the rezone is approved or denied. I understand that the fee for this application is only for the rezone request and if permits are required for the project that those will require separate application(s) and/or fee(s). I understand that partial or incomplete applications will be returned to the applicant resulting in the application being removed from the hearing agenda and the submittal deadlines will restart. I further agree to withdraw this application if substantive false or incorrect information has been included.

Applicant/Agent:

Reanne Burnstad

Date:

Property Owner Signature:

Nal A. W. G. G.

Date:

10-21-2022



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

Application Accepted: _____
Accepted By: _____
Petition Number: _____
Current Zoning: SPR
Proposed Zoning: MFR
Committee Hearing Date: _____
County Board Date: _____
Supervisor District #: 3

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: HHCDA Office Home Phone: (608) 374-1245
Mailing Address: P.O. Box 730 Tomah, WI 54660 Cell Phone: (608) 387-1043
E-mail Address: leanne_buonstad@h-c-hunk.com

Agent/Applicant Name: same Home Phone: _____
Mailing Address: _____ Cell Phone: _____
E-mail Address: _____

Site Information

Winnebago Heights Sub-division
Site Address: lots 7, 15, 16, 20, 21, 25
Parcel ID: Winnebago Heights Sub-division
Property Description: SW 1/4 NE 1/4 Section 15, T13N, R5E Current Zoning: Residential
Town of: Dellona
Overlay District: ☐ Shoreland ☐ Floodplain ☐ Airport
Current Use: Residential Single Family

Existing Structures/Improvements: sewer, water, natural gas, electric

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
<u>Sec 7.020</u>	<u>Multiple Family Residential Zoning District (MFR)</u>

Describe specifically the nature of the request (be sure to list all proposed uses of the property). What do you plan to do? Please attach additional sheets, if necessary.

Would like to change the Rezoning to
Accomodate Building duplexes

Zoning Map Amendment Procedures and Requirements

At the public hearing, the applicant may appear in person or through an agent or an attorney of their choice. The applicant/agent/attorney may present testimony, evidence and arguments in support of the application. All site plans, pictures, etc. become the property of the Land Resources & Environment Department, will remain in the file, and will be public record.

What is a Zoning Map Amendment?

The purpose of a zoning map amendment is to alter, enlarge, or reduce a geographic extent of any zoning district, or to enact a new zoning designation for any particular parcel or real property. A change in zoning allows for different land uses and in some instances, different densities of development. The Land Resources & Environment Committee will recommend approval or disapproval of a rezone to the Sauk County Board of Supervisors in accordance with the standards and criteria set by the zoning ordinance.

Standards and Criteria

In reviewing a Zoning Map Amendment request, the LRE Committee must follow four standards:

- a) The proposed map amendment is consistent with the overall purpose and intent of the zoning ordinance.
- b) The proposed map amendment is consistent with the Sauk County Comprehensive Plan and the Farmland Preservation Plan, if applicable.
- c) Factors have changed from the time of initial ordinance adoption that warrant the map change, or an error, inconsistency, or technical problem administering the zoning ordinance as currently depicted has been observed.
- d) In rezoning land out of any exclusive agriculture district, the agency shall find all of the following, after a public hearing:
 1. The land is better suited for a use not allowed in the exclusive agriculture district.
 2. The rezoning is consistent with the Sauk County Comprehensive Plan.
 3. The rezoning is substantially consistent with the Sauk County Farmland Preservation Plan.
 4. The rezoning will not substantially impair or limit current or future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.

Note: Pursuant to Wis. Stat § 91.48(1) A political subdivision (Sauk County) with a certified farmland preservation zoning ordinance may not rezone land out of a farmland preservation zoning district (Exclusive Agriculture) without having the rezoning certified under Wis. Stat § 91.36 and provided that the standards (a) through (d) above are met.

Process

1. Contact the LRE Department to schedule a meeting to review your potential request.
2. Complete the Zoning Map Amendment Application and provide all the supplemental items to the LRE Department by the filing deadline.
3. Review such application with the appropriate staff member to determine completeness.
4. If the application is complete, LRE staff will publish notice of your request for a zoning map amendment in the County's official newspaper noting the location and time of the required public hearing before the LRE Committee. Neighbors, town officials, and affected state agencies will be notified as well.
5. If the Town chooses to review the zoning map amendment request at the Town Planning Commission and Town Board level, you will need to attend such meetings to provide information regarding the request. Please request that copies of minutes/proceedings outlining the Town's recommendation be provided to the LRE Department for the file.
6. A public hearing will be held before the LRE Committee. Either the property owner or designated agent will need to be present at the hearing to provide testimony regarding the request. The LRE Committee must make a decision based only on the evidence that is submitted to it at the time of the hearing. Failure to provide representation may result in denial or postponement of your request.
7. The LRE Committee and Sauk County Board of Supervisors may approve, disapprove, or modify and approve the zoning map amendment request.

Please Note: If a zoning map amendment application is disapproved by the LRE Committee and no appeal is filed, no new zoning map amendment application can be re-submitted for a period of 365 days from the date of the LRE Committee's decision, except on grounds of new evidence or proof of changes of factors found valid by the LRE Committee.

Revised 11/18/19/ - 3

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lots TAX I.D #

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#15-006-1235-00000

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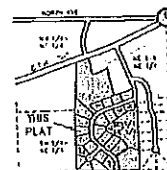
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SECTION 4 AND NE 1/4 OF THE NE 1/4, THE SW 1/4 OF THE NW 1/4, THE SE 1/4 OF THE NE 1/4, AND THE SE 1/4 OF THE NE 1/4
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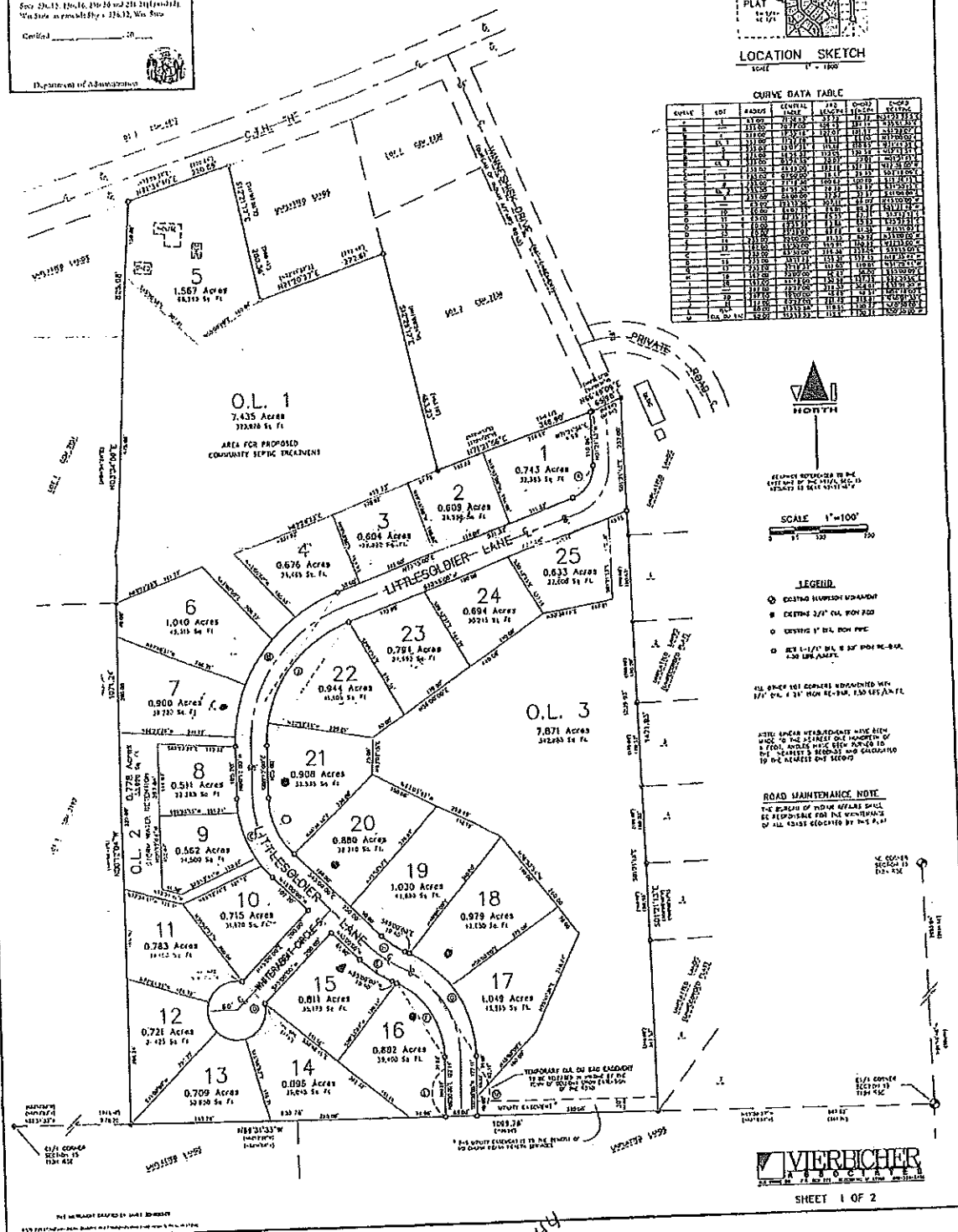
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LOCATION SKETCH

CURVE DATA TABLE						
CURVE	DOT	ANODE	CATHODE	TABLE	0-0-02	0-0-03
		INFEET	INFEET	INFEET	INFEET	INFEET
A	1	111.00	111.00	111.00	111.00	111.00
B	2	111.00	111.00	111.00	111.00	111.00
C	3	111.00	111.00	111.00	111.00	111.00
D	4	111.00	111.00	111.00	111.00	111.00
E	5	111.00	111.00	111.00	111.00	111.00
F	6	111.00	111.00	111.00	111.00	111.00
G	7	111.00	111.00	111.00	111.00	111.00
H	8	111.00	111.00	111.00	111.00	111.00
I	9	111.00	111.00	111.00	111.00	111.00
J	10	111.00	111.00	111.00	111.00	111.00
K	11	111.00	111.00	111.00	111.00	111.00
L	12	111.00	111.00	111.00	111.00	111.00
M	13	111.00	111.00	111.00	111.00	111.00
N	14	111.00	111.00	111.00	111.00	111.00
O	15	111.00	111.00	111.00	111.00	111.00
P	16	111.00	111.00	111.00	111.00	111.00
Q	17	111.00	111.00	111.00	111.00	111.00
R	18	111.00	111.00	111.00	111.00	111.00
S	19	111.00	111.00	111.00	111.00	111.00
T	20	111.00	111.00	111.00	111.00	111.00
U	21	111.00	111.00	111.00	111.00	111.00
V	22	111.00	111.00	111.00	111.00	111.00
W	23	111.00	111.00	111.00	111.00	111.00
X	24	111.00	111.00	111.00	111.00	111.00
Y	25	111.00	111.00	111.00	111.00	111.00
Z	26	111.00	111.00	111.00	111.00	111.00
AA	27	111.00	111.00	111.00	111.00	111.00
AB	28	111.00	111.00	111.00	111.00	111.00
AC	29	111.00	111.00	111.00	111.00	111.00
AD	30	111.00	111.00	111.00	111.00	111.00
AE	31	111.00	111.00	111.00	111.00	111.00
AF	32	111.00	111.00	111.00	111.00	111.00
AG	33	111.00	111.00	111.00	111.00	111.00
AH	34	111.00	111.00	111.00	111.00	111.00
AI	35	111.00	111.00	111.00	111.00	111.00
AJ	36	111.00	111.00	111.00	111.00	111.00
AK	37	111.00	111.00	111.00	111.00	111.00
AL	38	111.00	111.00	111.00	111.00	111.00
AM	39	111.00	111.00	111.00	111.00	111.00
AN	40	111.00	111.00	111.00	111.00	111.00
AO	41	111.00	111.00	111.00	111.00	111.00
AP	42	111.00	111.00	111.00	111.00	111.00
AQ	43	111.00	111.00	111.00	111.00	111.00
AR	44	111.00	111.00	111.00	111.00	111.00
AS	45	111.00	111.00	111.00	111.00	111.00
AT	46	111.00	111.00	111.00	111.00	111.00
AU	47	111.00	111.00	111.00	111.00	111.00
AV	48	111.00	111.00	111.00	111.00	111.00
AW	49	111.00	111.00	111.00	111.00	111.00
AX	50	111.00	111.00	111.00	111.00	111.00
AY	51	111.00	111.00	111.00	111.00	111.00
AZ	52	111.00	111.00	111.00	111.00	111.00
BA	53	111.00	111.00	111.00	111.00	111.00
BB	54	111.00	111.00	111.00	111.00	111.00
BC	55	111.00	111.00	111.00	111.00	111.00
BD	56	111.00	111.00	111.00	111.00	111.00
BE	57	111.00	111.00	111.00	111.00	111.00
BF	58	111.00	111.00	111.00	111.00	111.00
BG	59	111.00	111.00	111.00	111.00	111.00
BH	60	111.00	111.00	111.00	111.00	111.00
BI	61	111.00	111.00	111.00	111.00	111.00
BJ	62	111.00	111.00	111.00	111.00	111.00
BK	63	111.00	111.00	111.00	111.00	111.00
BL	64	111.00	111.00	111.00	111.00	111.00
BM	65	111.00	111.00	111.00	111.00	111.00
BN	66	111.00	111.00	111.00	111.00	111.00
BO	67	111.00	111.00	111.00	111.00	111.00
BP	68	111.00	111.00	111.00	111.00	111.00
BQ	69	111.00	111.00	111.00	111.00	111.00
BR	70	111.00	111.00	111.00	111.00	111.00
BS	71	111.00	111.00	111.00	111.00	111.00
BT	72	111.00	111.00	111.00	111.00	111.00
BU	73	111.00	111.00	111.00	111.00	111.00
BV	74	111.00	111.00	111.00	111.00	111.00
BW	75	111.00	111.00	111.00	111.00	111.00
BX	76	111.00	111.00	111.00	111.00	111.00
BY	77	111.00	111.00	111.00	111.00	111.00
BZ	78	111.00	111.00	111.00	111.00	111.00
CA	79	111.00	111.00	111.00	111.00	111.00
CB	80	111.00	111.00	111.00	111.00	111.00
CC	81	111.00	111.00	111.00	111.00	111.00
CD	82	111.00	111.00	111.00	111.00	111.00
CE	83	111.00	111.00	111.00	111.00	111.00
CF	84	111.00	111.00	111.00	111.00	111.00
CG	85	111.00	111.00	111.00	111.00	111.00
CH	86	111.00	111.00	111.00	111.00	111.00
CI	87	111.00	111.00	111.00	111.00	111.00
CJ	88	111.00	111.00	111.00	111.00	111.00
CK	89	111.00	111.00	111.00	111.00	111.00
CL	90	111.00	111.00	111.00	111.00	111.00
CM	91	111.00	111.00	111.00	111.00	111.00
CN	92	111.00	111.00	111.00	111.00	111.00
CO	93	111.00	111.00	111.00	111.00	111.00
CP	94	111.00	111.00	111.00	111.00	111.00
CQ	95	111.00	111.00	111.00	111.00	111.00
CR	96	111.00	111.00	111.00	111.00	111.00
CS	97	111.00	111.00	111.00	111.00	111.00
CT	98	111.00	111.00	111.00	111.00	111.00
CU	99	111.00	111.00	111.00	111.00	111.00
CV	100	111.00	111.00	111.00	111.00	111.00
CW	101	111.00	111.00	111.00	111.00	111.00
CX	102	111.00	111.00	111.00	111.00	111.00
CY	103	111.00	111.00	111.00	111.00	111.00
CZ	104	111.00	111.00	111.00	111.00	111.00
DA	105	111.00	111.00	111.00	111.00	111.00
DB	106	111.00	111.00	111.00	111.00	111.00
DC	107	111.00	111.00	111.00	111.00	111.00
DD	108	111.00	111.00	111.00	111.00	111.00
DE	109	111.00	111.00	111.00	111.00	111.00
DF	110	111.00	111.00	111.00	111.00	111.00
DG	111	111.00	111.00	111.00	111.00	111.00
DH	112	111.00	111.00	111.00	111.00	111.00
DI	113	111.00	111.00	111.00	111.00	111.00
DJ	114	111.00	111.00	111.00	111.00	111.00
DK	115	111.00	111.00	111.00	111.00	111.00
DL	116	111.00	111.00	111.00	111.00	111.00
DM	117	111.00	111.00	111.00	111.00	111.00
DN	118	111.00	111.00	111.00	111.00	111.00
DO	119	111.00	111.00	111.00	111.00	111.00
DP	120	111.00	111.00	111.00	111.00	111.00
DQ	121	111.00	111.00	111.00	111.00	111.00
DR	122	111.00	111.00	111.00	111.00	111.00
DS	123	111.00	111.00	111.00	111.00	111.00
DT	124	111.00	111.00	111.00	111.00	111.00
DU	125	111.00	111.00	111.00	111.00	111.00
DV	126	111.00	111.00	111.00	111.00	111.00
DW	127	111.00	111.00	111.00	111.00	111.00
DX	128	111.00	111.00	111.00	111.00	111.00
DY	129	111.00	111.00	111.00	111.00	111.00
DZ	130	111.00	111.00	111.00	111.00	111.00
EA	131	111.00	111.00	111.00	111.00	111.00
EB	132	111.00	111.00	111.00	111.00	111.00
EC	133	111.00	111.00	111.00	111.00	111.00
ED	134	111.00	111.00	111.00	111.00	111.00
EE	135	111.00	111.00	111.00	111.00	111.00
EF	136	111.00	111.00	111.00	111.00	111.00
EG	137	111.00	111.00	111.00	111.00	111.00
EH	138	111.00	111.00	111.00	111.00	111.00
EI	139	111.00	111.00	111.00	111.00	111.00
EJ	140	111.00	111.00	111.00	111.00	111.00
EK	141	111.00	111.00	111.00	111.00	111.00
EL	142	111.00	111.00	111.00	111.00	111.00
EM	143	111.00	111.00	111.00	111.00	111.00
EN	144	111.00	111.00	111.00	111.00	111.00
EO	145	111.00	111.00	111.00	111.00	111.00
EP	146	111.00	111.00	111.00	111.00	111.00
EQ	147	111.00	111.00	111.00	111.00	111.00
ER	148	111.00	111.00	111.00	111.00	111.00
ES	149	111.00	111.00	111.00	111.00	111.00
ET	150	111.00	111.00	111.00	111.00	111.00
EU	151	111.00	111.00	111.00	111.00	111.00
EV	152	111.00	111.00	111.00	111.00	111.00
EW	153	111.00	111.00	111.00	111.00	111.00
EX	154	111.00	111.00	111.00	111.00	111.00
EY	155	111.00	111.00	111.00	111.00	111.00
EZ	156	111.00	111.00	111.00	111.00	111.00
FA	157	111.00	111.00	111.00	111.00	111.00
FB	158	111.00	111.00	111.00	111.00	111.00
FC	159	111.00	111.00	111.00	111.00	111.00
FD	160	111.00	111.00	111.00	111.00	111.00
FE	161	111.00	111.00	111.00	111.00	111.00
FF	162	111.00	111.00	111.00	111.00	111.00
FG	163	111.00	111.00	111.00	111.00	111.00
FH	164	111.00	111.00	111.00	111.00	111.00
FI	165	111.00	111.00	111.00	111.00	111.00
FJ	166	111.00	111.00	111.00	111.00	111.00
FK	167	111.00	111.00	111.00	111.00	111.00
FL	168	111.00	111.00	111.00	111.00	111.00
FM	169	111.00	111.00	111.00	111.00	111.00
FN	170	111.00	111.00	111.00		



SHEET 1 OF 2

TOWN/COUNTY SCHEDULING FORM
(must be submitted as part of public hearing Application)

General Information:

Applicant: NHCDA Address: P.O. Box 730
City, State, Zip: Tomah, WI 54660 Phone: (608) 374-1245
Site Address if different from mailing address: 1116 E Monowau St, Tomah, WI 54660

Property Owner: NHCDA Address: P.O. Box 730
City, State, Zip: Tomah, WI 54660 Phone: (608) 374-1245
Tax Parcel ID: #7-006-1227-00000 #16-006-1236-00000 #21-006-1241-00000
#15-006-1235-00000 #20-006-124-00000 #25-006-1245-00000
Town: Dellona

Legal Description: SW 1/4, NE 1/4, Sec 15 T. 13N N. R. 5 E
Subdivision: W. Unebago Heights Lot: Address Zoning District: Town of Dellona / Sauk County
Property is located in: Floodplain: ☐ yes ☒ no Shoreland: ☐ yes ☒ no
Present Improvements: Electric Proposed Use: We would like to Rezone
lots 25, 7, 15, 16, 21 & 20 to build duplexes

(I)(We) are applying to ☒ Sauk County Board of Adjustment ☐ Land Resources & Environment Committee Meeting date: _____
☐ Special Exception ☐ Variance ☐ Conditional Use ☒ Rezone/Map Amendment

For Town/County Use Only

The town acknowledges that the aforementioned property owner will be requesting a hearing before the Sauk County Board of Adjustment or Land Resources & Environment Committee. Meetings dates are as follows:

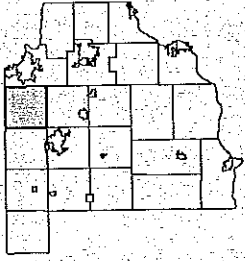
☒ Town Planning Commission 11-14-22
☒ Town Board 11-14-22
☐ Sauk County _____

Town Comments (if any): _____

Facel 10-24-22
Town Clerk Signature Date Signed

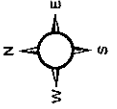
SAUK COUNTY LAND RESOURCES AND ENVIRONMENT

Town of Dellona
Sauk County, WI

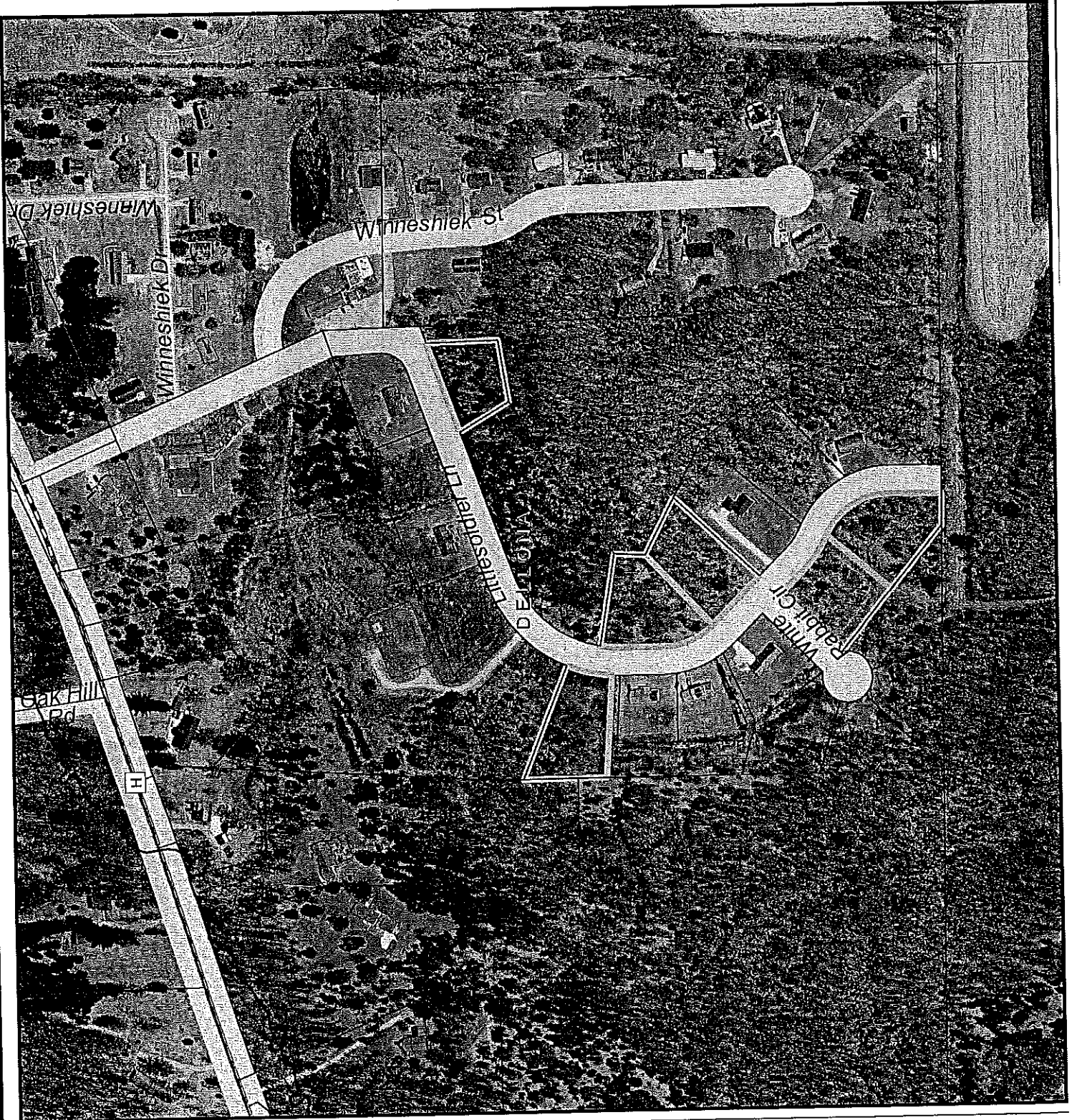


Legend

- Other Tax Parcels
- 006-1245-00000
- 006-1241-00000
- 006-1240-00000
- 006-1236-00000
- 006-1235-00000
- 006-1227-00000
- Interstate
- Federal
- State
- County
- Town
- Ramp



FOR INFORMATIONAL PURPOSES ONLY
Sauk County does not warrant the
accuracy of the data contained herein
and makes no warranty with respect to
the use of the data for purposes not
intended by the collector and
in this case is limited by the method and
accuracy of the collection.



OFFICE OF
SAUK COUNTY LAND RESOURCES AND ENVIRONMENT

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Land Resources and Environment Committee of the Sauk County Board of Supervisors will hold a public hearing on December 27, 2022, at 9:15 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition #29-2022 Rezone. A petition to consider a rezone from Single Family Residential zoning to Multiple Family Residential zoning. Said rezone use is located in the Town of Dellona, Sauk County.

Lands affected by the proposed rezone are located in part of the NE ¼, of Section 15, T13N, R05E, Town of Dellona, Sauk County, and as further described in Petition 29-2022. Tax parcel identification numbers 006-1127-00000, 006-1235-00000, 006-1236-00000, 006-1240-00000, 006-1241-00000, 006-1245-00000.
- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The purpose of the proposed rezone is to create lots that can be developed for multiple family dwellings.
- B. Any person desiring more information or to request a map of the proposed conditional use may contact the Sauk County Land Resources and Environment Office, Tate Hillmann at the Sauk County West Square Building (Telephone (608) 355-4833 phone).
- C. If you have a disability and need help, reasonable accommodations can be made for those so requesting provided that a 48 hour notice is given. Please call 608-355-3245 or TDD 608-355-3490.

Date: November 28, 2022

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

BY: Tate Hillmann, Land Use & Sanitary Technician
Sauk County Department of Land Resources and Environment
505 Broadway Street
Sauk County West Square Building
Baraboo, WI 53913

To be published December 8 and December 15, 2022

This notice can also be found at www.wisconsinpublicnotices.org or www.co.sauk.wi.us/legalnotices

RESOLUTION # 107-2022

Resolution to Transfer a Part of CTH C to the Town of Sumpter

Resolution offered by the Highway Committee
Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: The Wisconsin Department of Transportation ("WISDOT"), as part of the reconstruction of USH 12 in the Town of Sumpter, relocated the intersection of County Trunk Highway ("CTH") C with United States Highway (USH) 12. This relocation left a portion of the original CTH C unused. The Town and County have agreed that the unused portion of CTH C would be best used as a dead-end road maintained by the Town of Sumpter. (see, Attachment 1). Pursuant to Wisconsin state statutes s. 83.025 the County, Town, and the Wisconsin Department of Transportation need to approve the jurisdictional transfer.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors does approve the jurisdictional transfer, and the signing of a jurisdictional transfer agreement, for that portion of CTH C depicted on Attachment 1, to the Town of Sumpter.

BE IT FURTHER RESOLVED, that this jurisdictional transfer shall be effective upon passage of a similar resolution by the Town of Sumpter and approval by WISDOT.

Approved for presentation to the County Board by the Highway Committee, this 20th day of December, 2022.

Consent Agenda Item: ☒ 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: 12.15.2022

Offered and passage moved by:

[Signature]
Brian Peper
[Signature]
Terry Spencer
[Signature]
Smooth Dettner
[Signature]
Mike Flint
[Signature]
Kevin Schell

Fiscal Note: None [Signature]

MIS Note: None

2

1
2
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**
4 **ORDINANCE AMENDMENT # 14-2022**
5

6 **Ordinance Amendment to approve a map amendment (rezoning) of lands in the**
7 **Town of Ironton from Exclusive Agriculture to an Agriculture Zoning District filed**
8 **upon Amos Miller, property owner.**
9

10 **Ordinance Amendment offered by the Land Resources and Environment Committee**
11

12 **BACKGROUND:**
13

14 Background: Amos Miller owns property in the NE ¼, SW ¼, Section 15, T12N, R3E,
15 Town of Ironton, and has requested a map amendment (rezoning) of property legally
16 described pursuant to petition 16-2022 from Exclusive Agriculture to Agriculture zoning.
17 The intent of the map amendment (rezoning) is to allow the property owner to apply for a
18 permit for a wood fabrication business.
19

20 Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and
21 amend a zoning ordinance. At a public hearing held by the Land Resources and
22 Environment (LRE) Committee on October 25, 2022; the LRE Committee made findings
23 pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the
24 map amendment.
25

26 Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local
27 governmental unit that affects land use shall be consistent with the comprehensive plan.
28 The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors
29 in 2009, defines managing and focusing "on efficient land use patterns that promotes
30 redevelopment of under-utilized lands. It sets limits on outward growth, incorporates
31 permanent land preservation techniques, and achieves livable communities." Upon
32 evaluation of the request, the Land Resources and Environment Committee found that the
33 rezone request to an Agriculture Zoning district maintains this objective.
34

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

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

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

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

44 Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk
45 County, Wisconsin, is amended as follows:
46

47 Rezone of the approximate 0.57 acres of tax parcel 022-0360-00000 from an Exclusive
48 Agriculture Zoning District to an Agriculture Zoning District.
49

50 Approved for presentation to the County Board by the Land Resources and Environment
51 Committee this 20 day of December, 2022.

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Consent Agenda Item: [] YES [X] NO

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

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

The County Board has the legal authority to adopt: Yes X No _____ as
reviewed by the Corporation Counsel, [Signature], Date:
12.13.2022

Offered and passage moved by:

[Signature: Marty Krueger]
MARTY KRUEGER, CHAIR

PETER KINSMAN, VICE CHAIR

[Signature: Lynn Eberl]
LYNN EBERL

[Signature: Dennis Polivka]
DENNIS POLIVKA

[Signature: Brandon Loehr]
BRANDON LOHR

VALERIE MCAULIFFE

[Signature: Robert Spencer]
ROBERT SPENCER

Fiscal Note: No Fiscal Impact JMB

MIS Note:

RESOLUTION # 108-2022

Resolution Authorizing the Director of Land Resources and Environment to Submit Multi-Discharger Variance Application to the Wisconsin Department of Natural Resources.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

The multi-discharger variance (MDV) for phosphorus extends the timeline for Wisconsin Pollutant Discharge Elimination System (WPDES) permitted facilities with complying with low-level phosphorus limits. In exchange, these facilities commit to stepwise reductions of phosphorus within their effluent as well as helping to address nonpoint sources of phosphorus from farm fields, cities or natural areas to implement projects designed to improve water quality. Sauk County Land Resources and Environment Department and various WPDES permit holders are pursuing an approach to address reductions of phosphorus in the Baraboo River and Lower Wisconsin Watersheds through MDV watershed projects. Actual funding amounts are not made available until January 1 of any given year.

WHEREAS, Pursuant to s. 283.16, Wis. Stats, the MDV application must be submitted by Sauk County annually to determine eligibility to receive multi-discharger variance (MDV) funds; and

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County continues to support the installation of conservation practices that prevent phosphorus pollution caused by soil erosion and agricultural runoff to protect groundwater surface water resources; and,

BE IT FURTHER RESOLVED, that the Director of Land Resources and Environment is hereby authorized to submit the MDV application.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: ☐ YES ☒ NO

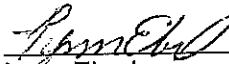
Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

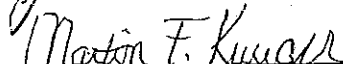
Vote Required: Majority = ☒ 2/3 Majority = _____ 3/4 Majority = _____

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

12.13.2022

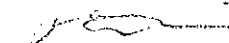
Offered and passage moved by: Land Resources and Environment Committee



Lynn Eberl



Marty Krueger



Dennis Polivka

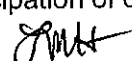

Brandon Lohr


Peter Kinsman


Robert Spencer


Valerie McAuliffe


Randall Puttkamer

Fiscal Note: The proposed 2023 Land Resources and Environment Department budget shows potential grant amounts of \$22,951. Final funding amounts depend upon participation of other Counties in the watershed and will not be available until after January 1, 2023. 

MIS Note: No Impact

RESOLUTION # 109-2022

Resolution Authorizing a Cropland Lease Agreement at the Sauk County Farm.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 11.4 acres of cropland are located adjacent to the Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids. Upon award of the bid, the farmer adheres to conditions outlined in the lease agreement that support soil health practices including no till, cover crops, and diverse crop rotations. Additionally, they work closely with the Land Resources and Environment Department to share planting and harvest data to evaluate the economics and efficacy of conservation practices implemented on the farm.

WHEREAS, to solicit bids for leasing cropland and pasture at the Sauk County Farm and cropland at the Sauk County Healthcare Center, a Request for Bids (RFB) was advertised on September 1, 2022; and,

WHEREAS, three (3) bids were received by the deadline and reviewed to ensure the submittals came from responsible bidders in combination with the highest bid; and,

WHEREAS, Echo-Y, Inc. of Loganville, Wisconsin is a responsible bidder and submitted a bid of \$200.00 per acre (\$44,000 per year) and should be awarded an agreement for renting the cropland at the Sauk County Farm for a period of five years beginning January 2023 and ending December 2027.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County supports leasing of the Sauk County farm for the purpose of growing agricultural crops and demonstrating conservation practices.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: ☐ YES ☐ NO

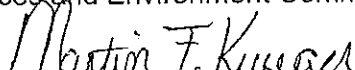
Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted


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, [Signature], Date:

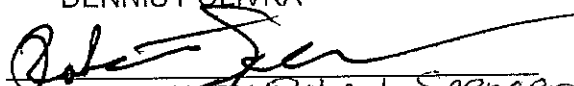
12.13.2022

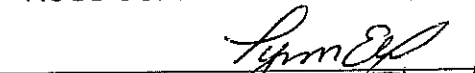
Offered and passage moved by: Land Resources and Environment Committee


MARTY KRUEGER, Chair


PETER KINSMAN, Vice Chair


DENNIS POLIVKA

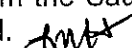

ROSS CURRY Robert Spencer


ROB NELSON Lynn Ebert


VALERIE MCAULIFFE


BRANDON LOHR


RANDALL PUTTKAMER

Fiscal Note: The proposed LRE 2023 Budget includes \$46,657 in County Farm Revenues. This includes rental payments from the Sauk County Farm cropland, pasture, and the Sauk County Health Care Center Cropland. 

MIS Note: No Impact

Sauk County Farm Cropland Bid Opening
2:00pm, October 14, 2022

Cropland (220 Acres)						
Bidder Name	Bid/acre	Bid/year	Evaluation Criteria			
			10% Annual Rent Check	Experience/Qualifications	Available Technology	Accept/Reject Bid
Perzborn, Marty	\$255.25	\$56,155.00	✓	✓	None available	Reject
Echo-Y-Inc	\$200.00	\$44,000.00	✓	✓	✓	Accept
Bergman, Jason	\$175.00	\$38,500.00	✓	None listed	✓	Reject

Sauk County Farm Cropland Lease 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and Echo-Y Inc., herein called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known and described as follows:

Sauk County Farm Cropland, approximately 220 (two hundred twenty) acres of tillable cropland and a cold storage shed, located adjacent to the former Sauk County Health Care Center (See Exhibit A attached and incorporated herein). Woodlands are not included as leased property in any parcel.

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on January 1, 2023, and terminating on December 31, 2027.
2. **Rent.** The rent for said premises shall be \$200.00 dollars/acre (\$44,000 dollars per year), payable in semiannual, equal installments of \$22,000 dollars due on or before March 1st and on or before December 1st, during the term of this lease. All rental payments shall be made to Lessor, at the Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913. Rental payments not received by the above established due dates shall be assessed a penalty at the rate of five percent (5%) per week on the outstanding balance.
3. **Use.** Lessee shall use and occupy the cropland for growing and harvesting of agricultural crops while preserving soil, water, and other natural resources consistent with the terms and conditions of this lease. The premises shall be used for no other purpose.
4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at their own expense and at all times, maintain the premises and all existing fencing in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for the actual cost of any repairs required or maintenance necessitated by any damage caused by the Lessee to the demised premises.
 - a. Mineral rights: Lessee shall not market sand or gravel, or any other part of the leased property. Lessee shall not have any right to any above or below ground mineral rights.
 - b. Mowing Operations: The Lessee shall be responsible for lawn mowing immediately adjacent to the storage shed; however, grassy areas around the former health care center may not be mowed or harvested.
 - c. Cold Storage Shed: The Lessee agrees to keep the storage shed in reasonable repair and shall not damage the storage shed beyond reasonable use and wear. The Lessor in no way expresses or implies any warranty of the safety or security of the items stored in the storage shed.
 - d. Conservation Practices: Lessee agrees to preserve established water sources, tile drains, tile outlets, grass waterways, buffer strips and diversions and to refrain from any operation that will injure such. Damage will be repaired at the Lessee's expense. Contour strips and

waterways cannot be eliminated or changed contrary to the conservation plan (See Exhibit B attached and incorporated herein). All crops must be harvested prior to December 1, 2027.

- e. Crop rotation: All fields will be no tilled and follow the crop rotation identified in the approved conservation plan.
 - i. Cover Crops: Cover crops will be established as indicated in the approved conservation plan. Lessee shall establish cover crops within ten (10) days of conventional crops being harvested (subject to weather conditions). Lessor agrees to furnish all cover crop seed to be used on the farm. If cover crops are not planted by the established deadline, a penalty of \$1,000 shall be administered.
 - ii. Fall Seeded Crops: Alfalfa and winter wheat and alfalfa will be established by August 20 and November 1, respectively, during the final year of the lease. Extension of seeding dates will be determined on a case-by-case basis and must be approved by the Sauk County Land Resources and Environment Department.
- f. Nutrient Management: Lessee shall develop and follow a nutrient management plan to meet Natural Resources Conservation Service Standard 590 for all fertilizer and manure applications on the cropland. The lessee shall attend a Nutrient Management Farmer Education (NMFE) class within the first year of the lease commencement date. This class will provide the lessee with a basic understanding of nutrient management plan development and implementation. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any manure or commercial fertilizer applications. Industrial and/or municipal waste applications are not allowed on the premises.
- g. Soil Fertility: Lessee shall maintain phosphorus and potash levels previously established for each field. Phosphorus and potash levels shall be established by Lessor with written notice to the Lessee at the commencement of the lease term. Lessee is responsible for maintaining soil fertility levels and ensuring that the levels are at the same or better level at the termination of the lease. Lessor shall provide for soil sampling verification, at Lessor's expense. In the event Lessee fails to apply necessary amounts of fertilizer prior to the expiration of this contract, Lessor may make such applications and the costs thereof shall be reimbursed by Lessee to Lessor. Lessor is not responsible for maintaining soil fertility levels nor responsible if Lessee voluntarily chooses to maintain a higher fertility level. Lessor agrees to furnish all limestone to be used on the farm, and in such amounts to bring and maintain PH at a 6.6 level.
- h. Herbicide & Pesticide Use: Lessee shall apply herbicides with residual in a manner that will not interfere with the crop rotation specified in the conservation plan. Hazardous wastes and other debris shall not be accumulated or disposed of on Lessor's property. Hazardous waste shall include, but is not limited to, empty pesticide and oil containers and waste oil.
- i. Crop Acreage Certification: Lessee shall report planted acres to the Sauk County Farm Service Agency (FSA) office to maintain maximum eligibility to participate in the government programs in the future, even if the Lessee chooses not to participate in government programs during that year. The Lessee shall submit a copy of the FSA report to the Lessor by August 1 of each year. Land leased under this contract will not be combined with any other land for grain base purposes without prior written permission of the Lessor.

- j. **Requested Information:** Lessee shall provide lessor with input costs and crop yield information annually by December 31st. Data shall be collected using a yield monitor and provided as a removable storage device (i.e. SD card, thumb drive). Information will be used as a case study looking at the efficacy of soil health practices. If data has not been delivered by the established deadline, a penalty of \$1,000 shall be administered.
5. **Alterations.** Lessee shall not, without first obtaining the prior written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Lessee shall have the right to erect, maintain and remove, at Lessee's expense, temporary fence, and moveable buildings on the leased land, provided that such fence or building or their removal do not damage the Lessor's property in any way, and provided that Lessee shall not create anything which shall constitute a nuisance to the Lessor. The Lessor shall have the right to determine in its sole discretion what constitutes a nuisance under this section, but such determination may be reviewed as to reasonableness and the assessment of damages under the arbitration provisions of this lease.
6. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of crop land provided by this lease, as described above, in total or in part. Such reduction shall occur in the event that the Sauk County Board of Supervisors shall by Resolution require such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a prorated reduction in the leased area. Any reduction in acreage shall reduce the rental amount for that and any succeeding year by the average annual acreage rental rate as determined by the annual cropland bid divided by the number of cropland acres.

If the reduction should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the intended reduction prior to the actual planting of the crop, Lessee shall be entitled to a credit against the next rent payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

7. **Utilities and Easements.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease. Lessor reserves the right to travel over and will maintain the road which leads to the old wastewater treatment plant and South onto Highway CH.

An existing two-acre cemetery, located adjacent to Highway 154 and identified to the Lessee, shall be maintained and preserved by the Lessor. Such land is adjacent to, and not a part of, the cropland demised under this lease.

8. **Entry and Inspection.** Lessee shall have access to the leased property through the road entrance near the intersection of Highway 154 and County Road CH maintained by the Lessor. The Lessee is encouraged to gain access via the North entrance from Highway 154. Lessee shall permit Lessor or Lessor's agents to enter upon the premises for the purpose of inspecting the same and will permit

Lessor at any time within sixty (60) days prior to expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter. The Sauk County Farm is open to the public for both general use and hunting. The location of the former health care center will become an area where community gardens are constructed and operated by a number of community members. Similarly, the demonstration fields identified on the property map will be used by various organizations and nonprofit groups. A snowmobile trail is maintained through the property during winter months.

9. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof including maintaining adequate soil fertility levels, or becomes insolvent or bankrupt, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice, or such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than 15 days' notice to Lessee. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as herein provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee, Lessee's crops, other occupants, or any effects. No failure to enforce any term shall be deemed a waiver.

Lessee may not and shall not harvest crops after service of a notice of default. If the default is not cured within the 15-day period, Lessor shall be entitled to a lien on any crops harvested, or to harvest the crops itself, and sell same, in order to reimburse the Lessor for any expenses incurred.

10. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Exhibit A – Sauk County Farm Property Map
Exhibit B – Sauk County Farm Conservation Plan
Exhibit C – Standard Clauses – Sauk County Farm Cropland Lease
Exhibit D – Request for Bid Standard Terms and Conditions

FOR LESSEE:

Signed this ____ of _____, _____.

Echo-Y Inc.

FOR THE COUNTY OF SAUK:

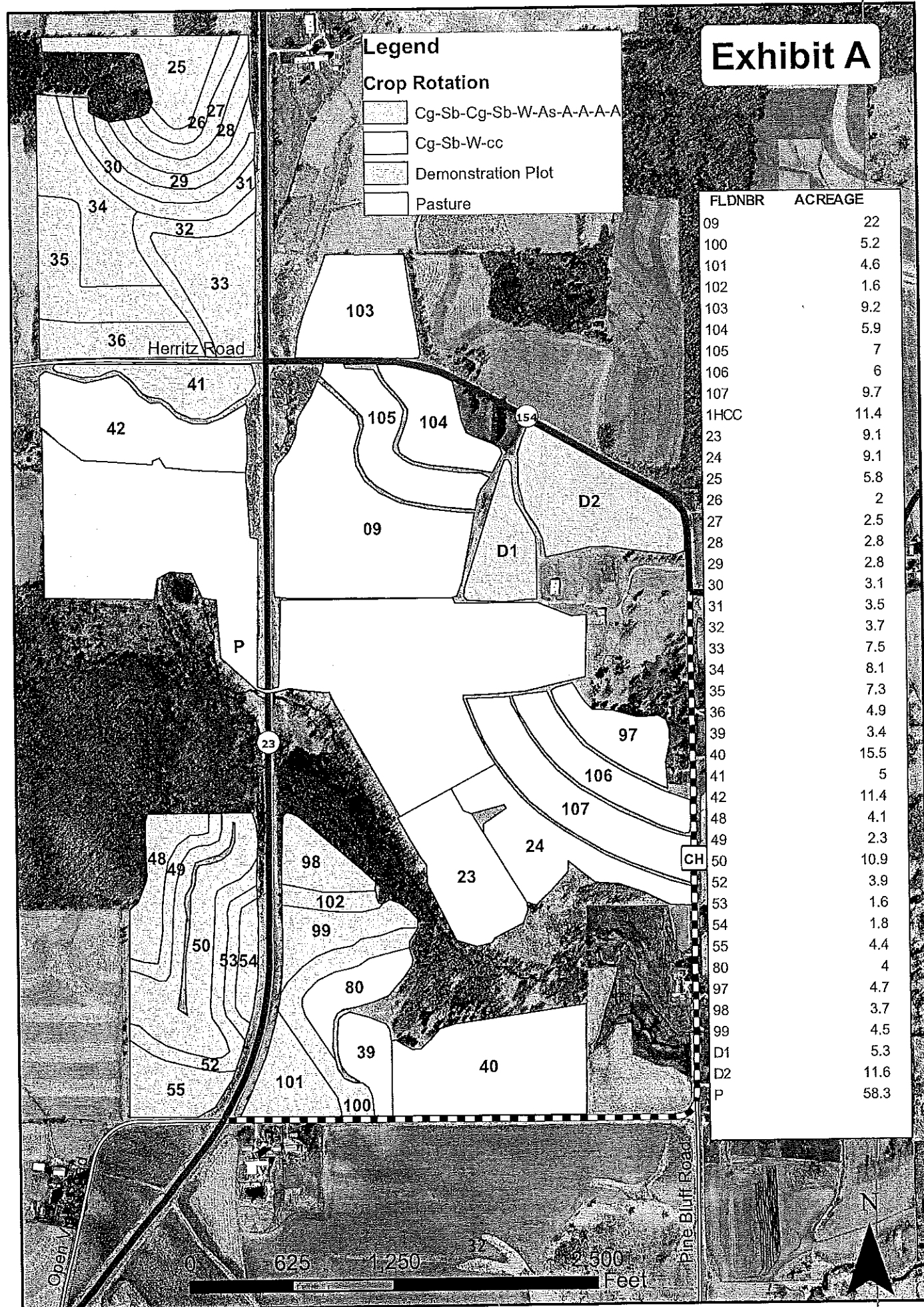
Signed this ____ of _____, _____.

Brent Miller, Administrator

ATTEST

Signed this ____ of _____, _____.

Rebecca Evert, County Clerk
For Lessor



NM1: Narrative and Crops Report

Starting Year	2021
Reported For	Sauk County Farm
Printed	2022-05-27
Plan Completion/Update Date:	2022-05-18
SnapPlus Version	20.4 built on 2021-06-03
C:\SnapPlus2\MySnapPlusData\Sauk County Farm NMP.snapDb	

Prepared for:
Sauk County Farm
505 Broadway
Baraboo, 53913

Farm has 38 fields totalling 223.3 cropped acres.

Farm Narrative: Fields 25-36, 41, 48-50, 52-54, 98-102 are contour strip farmed with a rotation of Cg-Sb-Cg-Sb-WW-As-A-A-A

Fields 09, 17, 19, 23, 24, 39, 40, 42, 80, 97, 103-107 have a rotation of Cg-Sb-WW-cc

Fields 104, 105, 97, 106, and 107 have adjacent 30' contour buffers strips that shall be maintained.

All fields are planted on the contour.

Annual Farm Notes:

No Annual Farm Notes

Spreader Calibration Methods: Custom applications, Equipment calibration

Narrative and Crops:

Field Name	Field Acres	2021	2022	2023	2024	2025	2025	2026	2027	2028
09	21.9	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre		Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
100	5.2	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre		Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
101	4.6	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
102	1.6	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
103	9.2	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
104	5.9	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
105	7	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
106	6	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
107	9.3	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre

05/27/2022

SnapPlus Narrative and Crops Report

SaukCountyFarm

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
23	8.3	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
24	9.1	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre
25	5.8	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) +straw No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
26	2	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
27	2.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) +straw No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
28	2.8	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
29	2.8	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) +straw No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
30	3.1	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre

05/27/2022

SnapPlus Narrative and Crops Report

SaukCountyFarm

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
31	3.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
32	3.7	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
33	7.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
34	8.1	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
35	7.3	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
36	4.9	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
39	3.4	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
40	15.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
41	5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 56-65 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
42	11.4	Corn grain No Till 171-190 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre
48	4.1	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
49	2.3	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
50	10.9	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
52	3.9	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
53	1.6	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
54	1.8	Alfalfa Seeding Fall No Till 2.6-3.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
55	4.4	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre
80	4	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
97	4.7	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre
98	3.7	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre
99	4.5	Corn grain No Till 171-190 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain +straw) No Till 61-80 bu/acre	Alfalfa Seeding Fall No Till 1.0-2.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre	Alfalfa None 4.6-5.5 ton/acre

Summary by Crop:

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

Crops Grouped By Category	2021	2022	2023	2024	2025	2026	2027	2028
Corn grain	Acres bu 124 22,382	27 4,334	116 18,618	42 6,741	27 4,334	84 13,482	42 6,741	65 10,433
Soybeans 7-10 inch row	Acres bu 35 1,768	112 5,656	27 1,364	116 5,858	42 2,121	27 1,364	84 4,242	42 2,121
Winter wheat (grain) with interseeded red clover cover crop	Acres bu 27 1,904	46 3,243	42 2,961	27 1,904	46 3,243	42 2,961	27 1,904	46 3,243

SnapPlus Narrative and Crops Report

SaukCountyFarm

Crops Grouped By Category	2021	2022	2023	2024	2025	2026	2027	2028
Alfalfa	Acres ton	37 187	37 187	37 187	37 187		70 354	70 354
Alfalfa Seeding Fall	37 65					70 123		
Winter wheat (grain +straw)	Acres bu				70 4,935			

Exhibit C

STANDARD CLAUSES

Sauk County Farm Cropland Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

The LESSOR shall maintain fire and extended insurance coverage on the storage shed and provide insurance on the property he/she stores in the storage shed.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The 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:

LESSOR: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

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

LESSEE: Echo-Y Inc
S7909Sky View Rd
Loganville, WI 53943

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Exhibit C

10. No Construction Against Either Party. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

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

12. Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. Open Records Law Compliance. LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

15. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

16. Governing Law, Jurisdiction and Venue. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out

of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

17. Competence, Solvency. LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

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

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

20. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

21. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

22. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

23. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

24. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

25. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Exhibit C

26. **Eminent Domain.** If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT D: REQUEST FOR BID

SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the lease agreement. By submitting a bid, the Bidder is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFB. Special provisions for a lease agreement may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or

termination of the contract or agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile: (Combined single limit)

\$1,000,000.00

Professional Liability:

\$1,000,000.00

Excess Liability: (Umbrella)

\$1,000,000.00.

(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFB. However, in the event Sauk County's legislative body, the

Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Proprietary information on the "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trade secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Bidder to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Bidder to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Bidder would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records.

Bidder understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidder. Bidder agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Bidder shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Bidder

shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Bidder asserts, and County understands that, without this pledge of confidentiality, Bidder would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department West
Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

RESOLUTION # 110-2022

Resolution Authorizing a Pasture Lease Agreement at the Sauk County Farm.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 11.4 acres of cropland are located adjacent to the Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids. Upon award of the bid, the farmer adheres to conditions outlined in the lease agreement that support soil health practices including no till, cover crops, and diverse crop rotations. Additionally, they work closely with the Land Resources and Environment Department to share planting and harvest data to evaluate the economics and efficacy of conservation practices implemented on the farm.

WHEREAS, to solicit bids for leasing cropland and pasture at the Sauk County Farm and cropland at the Sauk County Healthcare Center, a Request for Bids (RFB) was advertised on September 1, 2022; and,

WHEREAS, one (1) bid was received by the deadline and reviewed to ensure the submittal came from a responsible bidder in combination with the highest bid; and,

WHEREAS, Connor Laukant of Reedsburg, Wisconsin is a responsible bidder and submitted a bid of \$87.50 per acre (\$5,250.00 per year) and should be awarded an agreement for renting the pasture at the Sauk County Farm for a period of five years beginning January 2023 and ending December 2027.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County supports leasing of the Sauk County farm for the purpose of growing agricultural crops and demonstrating conservation practices.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

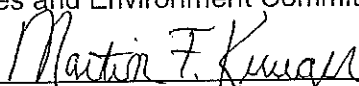
Consent Agenda Item: [] YES [] NO

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

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

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12.13.2022

Offered and passage moved by: Land Resources and Environment Committee

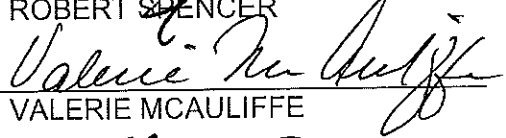

MARTY KRUEGER, Chair


PETER KINSMAN, Vice Chair


DENNIS POLIVKA

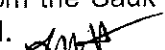

LYNN EBERL


ROBERT SPENCER


VALERIE MCAULIFFE


BRANDON LOHR


RANDALL PUTTKAMER

Fiscal Note: The proposed LRE 2023 Budget includes \$46,657 in County Farm Revenues. This includes rental payments from the Sauk County Farm cropland, pasture, and the Sauk County Health Care Center cropland. 

MIS Note: No Impact

Sauk County Farm Pasture Bid Opening
2:00pm, October 14, 2022

Pasture (60 Acres)

<u>Bidder Name</u>	<u>Bid/acre</u>	<u>Bid/year</u>
Laukant, Connor	\$87.50	\$5,250.00

SAUK COUNTY FARM PASTURE LEASE 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and Connor Laukant, Reedsburg, Wisconsin, called Lessee.

Lessor hereby leases to Lessee the premises, situated in the Town of Reedsburg, County of Sauk, and State of Wisconsin, known, and described as follows:

Sauk County Farm Pasture, approximately 60 (sixty) acres located west of Highway 23 and adjacent to the former Sauk County Health Care Center. (See attached Exhibit A, attached, and incorporated herein.)

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on, January 1, 2023 and terminating on December 31, 2027.
2. **Rent.** The rent for said premises shall be \$87.50 dollars/acre (\$5,250.00 dollars per year¹), payable each year on the first day of March, during the term of this lease. All rental payments shall be made to Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913. Rental payments not received by the above established due dates shall be assessed a penalty at the rate of five percent (5%) per week on the outstanding balance.
3. **Use.** Lessee shall use and occupy the premises for grazing of livestock only. The premises shall be used for no other purpose. The Lessee shall refrain from any tillage of the pasture. No permanent pasture may be tilled without written consent of the Lessor. The grazing season will commence on May 1st and end on November 1st of each year. Cattle will not occupy pastures any sooner than May 1st and all cattle must be removed by November 1st. Lessee shall follow a prescribed grazing plan (See attached Exhibit B, attached and incorporated herein) that meets Natural Resources Conservation Service Standard 528. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any livestock grazing the pasture. Lessor represents that the premises may lawfully be used for such purpose.
4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall be solely responsible for the expense of all repairs required. When fencing requires total replacement, Lessee shall first recommend the replacement to the Sauk County Land Resources and Environment Committee (hereinafter Committee) prior to the Committee approving any funding for replacement of fencing. Lessee is solely responsible for replacement of fencing or other major repairs to the property not approved or requested by the Committee.
5. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
6. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements (i.e., electric, telephone or communication lines, water, gas, oil or sewer pipelines or other facilities) now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease.

7. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same. The Lessee will permit Lessor at any time within sixty (60) days prior to expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
8. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions agreed to within this lease, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice (or such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
9. **Reduction of Leased Area.** Lessor reserves the right to reduce the area of pasture provided by this lease, as described above, in total or in part. Such reduction shall occur if the Sauk County Board of Supervisors by Resolution requires such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a pro rata reduction in the leased area. This prorated reduction shall be determined as follows:

Determine the daily acre rental rate by dividing the yearly payment due by the number of total acres, then divide by the number of days in the grazing season to establish the daily acre rate. Subtract the usable acreage lost (non-usable acreage excepted) by the daily per acre rate and the remaining days in the current grazing season to determine the lost value of this pasture. The rental amount shall then be adjusted by this reduced amount. If the annual rent has already been paid, a payment for this amount shall be made by the Lessor to the Lessee. Future rent shall be adjusted based upon the average rental rate per acre if the acreage will not be available in future years. This amount shall be rounded to the closest whole dollar amount, to arrive at the new annual payment amount due.

10. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution thereof:
- Exhibit A – Sauk County Farm Pasture Map
 - Exhibit B – Sauk County Farm Pasture Grazing Plan
 - Exhibit C – Standard Clauses – Sauk County Farm Pasture Lease
 - Exhibit D – Request for Bids Standard Terms and Conditions

SAUK COUNTY FARM PASTURE LEASE 2023-2027

FOR LESSEE:

Signed this ____ of _____, _____.

Connor Laukant

FOR THE COUNTY OF SAUK:

Signed this ____ of _____, _____.

Brent Miller, Administrator

ATTEST

Signed this ____ of _____, _____.

Rebecca Evert, County Clerk
For Lessor

¹Note: For 2023, the rent will be split into two amounts – 40 acres will be assessed at \$87.50 dollars/acre and 20 acres will be assessed at \$43.75 dollars/acre due to a portion of the pasture being newly established and only available for half of the grazing season. The total rent payment for 2023 shall be \$4,375.00 dollars. Rent payments for the duration of the lease will be \$87.50 dollars/acre (\$5,250.00 dollars per year).

Exhibit A

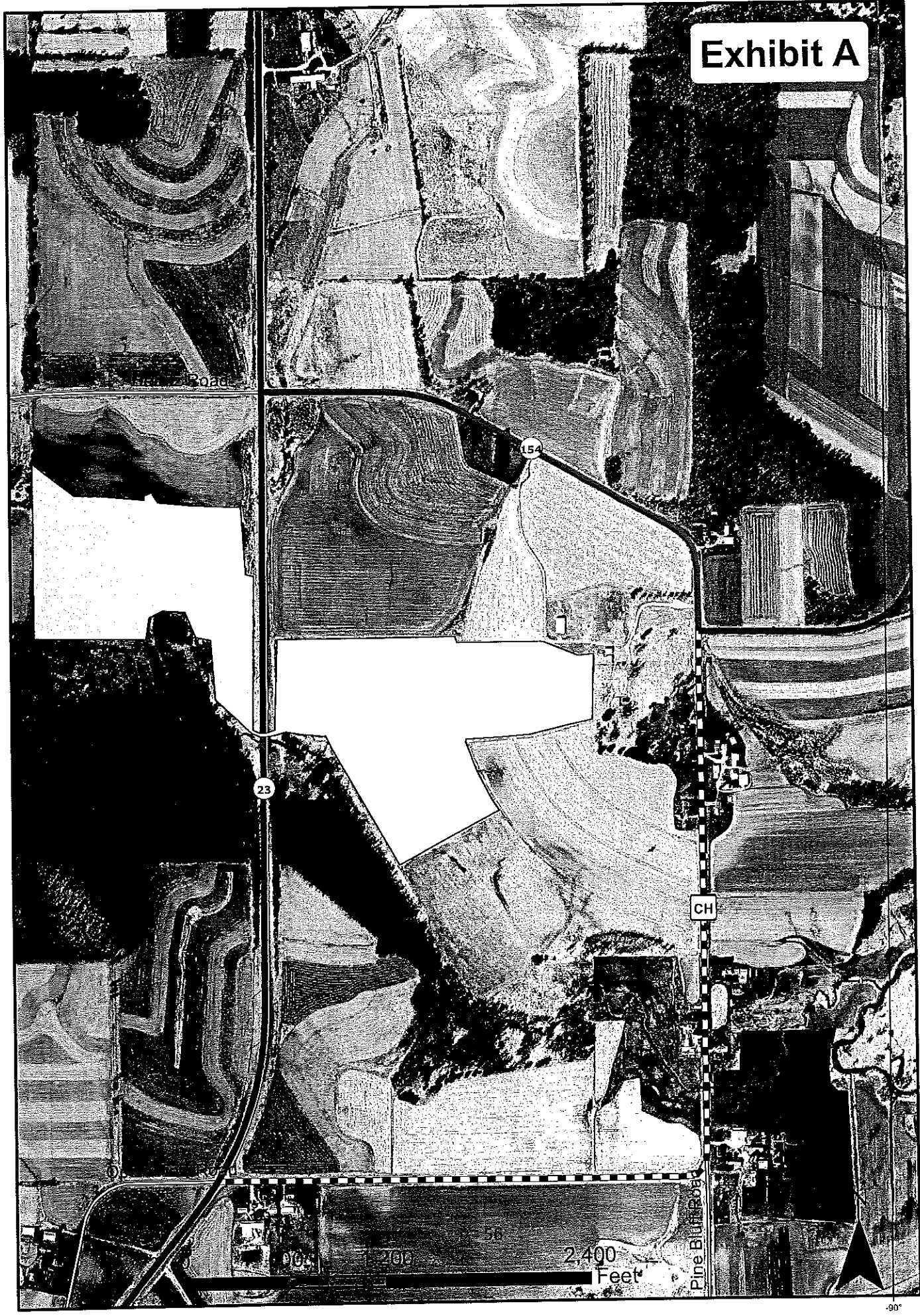


EXHIBIT B
Prescribed Grazing Plan

1. Animal numbers shall not exceed 65 animal units. An animal unit is 1000 pounds.
2. Animals shall be moved every 2 days to new pasture. Pasture allotments (paddocks) will be subdivided using electrified polywire on a reel. The reel is then moved on a regular basis to provide a temporary boundary for the animals. Livestock will not be turned into a paddock until there is at least 12-16 inches of growth and will be taken off when the average height is 6-8 inches. A pipeline system exists on the property to provide water to livestock. A small 40-50 gallon tub will be utilized as a water tank. This water tank will be moved on a regular basis to provide water for the livestock.
3. During times of excessive or deficient rainfall supplemental feed will be necessary to preserve the pastures. Keep livestock in this "sacrifice" area until paddock conditions improve.

Exhibit C

STANDARD CLAUSES

Sauk County Farm Pasture Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The 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:

LESSOR: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

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

LESSEE: Connor Laukant
S4831 Open View Rd
Reedsburg, WI 53959

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the

Exhibit C

opportunity to obtain legal counsel, and shall not be construed against either party.

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

12. Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. Open Records Law Compliance. LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

15. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

16. Governing Law, Jurisdiction and Venue. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be

construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

17. Competence, Solvency. LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

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

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

20. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

21. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

22. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

23. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

24. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

25. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

26. Eminent Domain. If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the

Exhibit C

premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT D: REQUEST FOR BID

SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the lease agreement. By submitting a bid, the Bidder is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFB. Special provisions for a lease agreement may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or

termination of the contract or agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile: (Combined single limit)

\$1,000,000.00

Professional Liability:

\$1,000,000.00

Excess Liability: (Umbrella)

\$1,000,000.00.

(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFB. However, in the event Sauk County's legislative body, the

Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Proprietary information on the "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trade secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Bidder to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Bidder to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Bidder would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records.

Bidder understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidder. Bidder agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Bidder shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Bidder

shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Bidder asserts, and County understands that, without this pledge of confidentiality, Bidder would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department West
Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

RESOLUTION # 111-2022

Resolution Authorizing Sauk County to enter into a Memorandum of Understanding with the Sauk Soil & Water Improvement Group for Agricultural Demonstration and Research at the Sauk County Farm.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

Sauk County owns approximately 297 acres of cropland and pasture, known as the Sauk County Farm in the Town of Reedsburg. A property master plan for the County Farm was approved in March 2022 to ensure the continued management of the site's agricultural and natural resources, the preservation of its historic features, and the transformation of the space into an educational amenity for Sauk County. The master planning process was designed to target collaboration with key community stakeholders and educational institutions centered on the following goals: to create educational opportunities for Sauk County's current and future farmers, and to utilize the space for agricultural demonstration and experimentation. Two crop fields totaling approximately 17 acres have been designated as demonstration plots on the Sauk County Farm to provide these types of opportunities.

WHEREAS, to facilitate the utilization of the demonstration plots, a Request for Proposal (RFP) was advertised on September 1, 2022; and,

WHEREAS two (2) proposals were received by the deadline and evaluated against the criteria in the RFP; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby award Sauk Soil and Water Improvement Group (SSWIG) the opportunity to conduct agricultural demonstration and research at the Sauk County Farm as shown in the proposal as Exhibit A; and,

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors, to authorize the County Administrator to enter into a Memorandum of Understanding (MOU) that outlines the objectives and responsibilities of SSWIG and Sauk County.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

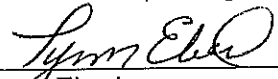
Consent Agenda Item: [] YES [X] NO

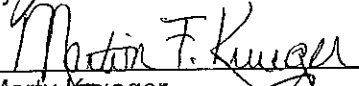
Fiscal Impact: [X] None [] Budgeted Expenditure [] Not Budgeted


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

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, Boyd, Date: 12.13.2022

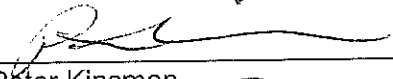
Offered and passage moved by: Land Resources and Environment Committee


Lynn Eberl

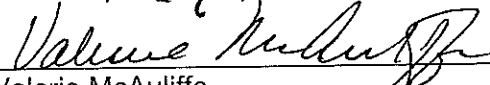

Marty Krueger

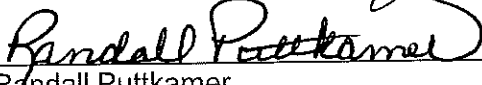

Dennis Polivka

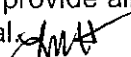

Brandon Lohr


Peter Kinsman


Robert Spencer


Valerie McAuliffe


Randall Puttkamer

Fiscal Note: No Impact. SSWIG will provide all labor, tools, equipment, and materials to install the practices outlined in the proposal. 

MIS Note: No Impact

Cover Letter

Sauk County LRE Dept,

Please find the Sauk County Farm Plots Proposal being submitted by the Sauk Soil and Water Improvement Group (SSWIG) enclosed with this letter. SSWIG has titled this proposal, "Regenerating Sauk County Soils" in reference to this project's intent to impact the local farm community to engage in an exploration and eventual adoption of more regenerative practices on the Sauk County landscape. Ron Bula is serving as a point of contact for this project and may be reached by the following channels:

Mailing Address: S4515 Scenic Road, Baraboo WI 53914

Phone: 608-477-0054

Email: rlbula57@gmail.com

If you have any questions, please feel free to reach out.

Sincerely,

A handwritten signature in cursive script that reads "Ron Bula".

Ron Bula

PROPOSAL CONTENTS

Notice is hereby given that the County will receive Proposals per specifications until 4:30 PM, October 14, 2022 (CST) ("Closing"), to provide proposals for conducting agricultural demonstration and research at the Sauk County Farm. No Proposals will be received or considered after that time.

Submittals should be limited to 8.5 x 11 sheet size and should be submitted in sealed envelopes to Sauk County Land Resources and Environment Department, 505 Broadway, Ste. 248, Baraboo, WI 53913 Each submittal should follow the provided template. Addenda to submittals will not be considered. The sealed envelope should be marked "Sauk County Farm – Demo Plot Proposal."

Cover Letter The cover letter should include the project title, applicant/organization name, address, phone number, email address, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the group, and who may be contacted during the period of proposal evaluation.

Project Title: Regenerating Sauk County Soils

Applicant Name/Organization: Sauk Soil and Water Improvement Group (SSWIG)

Applicant Signature: R. Bula

Address: S4515 Scenic Road

City: Baraboo State: WI Zip: 53913

Phone Number: 608-477-0054

Email Address: rlbula57@gmail.com

Group Qualifications. Demonstrate the group's experience implementing regenerative and conservation-friendly farming best practices. Include a description of the group and a statement of the group's qualifications for implementing the project. Indicate any specialized expertise relevant to the project and discuss the group's in-house abilities and commitment to delivering the project in a timely manner. Indicate if the group has access to their own equipment and data/yield collection technology to install the practices outlined in the proposal and maintain accurate planting and harvest records.

SSWIG is a local watershed protection group dedicated to improving soil health and water quality through regenerative agricultural practices and education to build resilient family farms and thriving rural communities. This group is composed of farmers from around Sauk County and the surrounding area who advocate for a local shift towards more regenerative agricultural systems. To help facilitate this shift SSWIG members have utilized their own operations to demonstrate how regenerative practices (e.g. no-till planting, cover crops, managed grazing) can be best applied within our local context.

SSWIG has partnered with organizations like the Sand County Foundation, UW Extension, and Discovery Farms to collect data on the impacts of regenerative practices on member operations. Members have also hosted numerous events, welcoming other farmers and the wider community onto their operations to share their findings. A central demonstration site, such as the Sauk County Farm Demonstration Plots, would help to expand upon the work already being conducted by the group.

SSWIG has already applied for grant funding through the DATCP Producer-Led Watershed Protection Program to afford the operation of the demonstration plot (i.e. seed, fertilizer, chemical inputs, custom rate field operations). The group has members operating in the area and will partner with one of these members or the Sauk County Farm cropland lessee to perform all necessary field operations. SSWIG will collaborate with their partners (those listed above and others interested) to plan and implement the proposed demonstration plots, and to collect and present usable data.

Project Understanding and Approach. Describe the plans for accomplishing the required work. Include a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services by the preferred completion date.

SSWIG proposes utilizing the Sauk County demonstration plot fields to build the capacity of local farmers to integrate cover crops in their rotations and implement regenerative management systems. To accomplish this two existing fields will be divided into approximately six side-by-side plots. Each plot will showcase a different management approach with one "control" field in a no-till corn - soybean rotation (with no cover crop). Remaining plots will integrate a progression of greater rotational (e.g. winter wheat) and cover cropping diversity (e.g. soybeans to winter rye, frost seeding red clover into winter wheat, winter wheat to diverse cover crop mix, interseeding diverse cover crop mix into corn grain).

SSWIG will determine how fields will be split and assign cropping plans to specific plots during the upcoming winter season. At this point seed orders (cash and cover crop), fertilizer, and chemical inputs will be placed for plots. Additionally, SSWIG will create and sign an agreement with either the Sauk County Farm lessee or a local member to complete field operations.

A nutrient management plan meeting the NRCS 590 standard will be developed, followed, and updated on an annual basis. Additionally plots will receive baseline soil health (Haney), infiltrometer, and any other relevant tests during the spring season, prior to planting. Soil health tests will be completed every four years to track the impact of management practices. Additionally, plant tissue tests will be taken throughout the year on plots to track differences in nutrient uptake between management systems. Likewise cover crop biomass analysis will be conducted on all relevant plots, following established SSWIG data collection protocol. Plot crop yields, expenses, and profitability will be tracked annually. Field days will be hosted at the demo plot site on an annual basis so that local farmers and other community members can tour the site and hear about what has worked and what hasn't. This will create opportunities to engage in a discussion about how best to implement a system on their own operations that improves soil health, water quality, and farm profitability. This kind of discussion will help local farmers to learn from each others and overcome barriers to adopting new practices.

Group Information and Project Team. Describe the qualifications and experience of each team member who will participate in the project. Identify any collaborating partners associated with the proposal. Describe your group's familiarity with the Department and past experience with any rental agreement, contract or program participation.

SSWIG will be the primary project managers. The group advisory board is largely composed of local farmers experienced in the use of regenerative practices on their own operations. The collective expertise of this group encompasses a wide array of topics, including no-till planting, planting green, cover cropping, management intensive grazing, nutrient management planning, and more. However, the group also hopes to engage additional partners, such as Sauk County LRE, UW Extension, FFA organizations of the surrounding school districts, and others to plan and implement the demo plots and make this project a success.

SSWIG is familiar with Sauk County LRE and currently holds an MOU with the department to provide administrative assistance to the group. They have worked closely with LRE staff to apply for funding through the DATCP Producer-Led Watershed Protection Program and roll out conservation programs since the groups formation in 2019. The group has hosted numerous field days and other educational events each year and has developed and implemented their own cost-share programs to promote the implementation of conservation practices on local farms.

Anticipated Project Schedule. All proposers will define the anticipated deadline for completion and presentation of the project and all related supporting activities. The project schedule will be incorporated into the Memorandum of Understanding (MOU) between the Department and the successful respondent. Please identify the outreach and educational activities that will be provided during and at the conclusion of the project period.

Projected Annual Schedule

Winter 202X:

- plan demo plot layout
- finalize cropping plans for each demo plot
- complete NMP with available soil samples
- order seed, fertilizer, and chemical inputs
- create and finalize agreement with either cropland lessee or SSWIG member

Spring/Summer 202X

- complete soil health, infiltrometer, and crop tissue tests (if during scheduled year)
- spring field operations (e.g. burndown herbicide, pre-plant fertilization, planting)
- follow-up field operations (e.g. pre/post-emerge herbicide, side dress)
- track field operation time/custom rate costs
- host spring planting field day to showcase and discuss relevant topic (e.g. no-till planting, herbicide program, fertilizer program, etc.)

Fall 202X

- crop harvest
- record yield data
- conduct cover crop biomass analysis
- annual cover crop field day (showcase what the different cover crop trials look like approaching the end of the season; discuss which cover crop varieties are most successful in the Sauk County area and how to incorporate them in a rotation;

Winter 202Y

- compile seasonal crop data (e.g. expenses, crop yield, revenue, weather)
- present findings at SSWIG annual event and encourage farmers to check out plots during the growing season.

Upon completing this project SSWIG will compile all collected data. The group will work with partners to analyze this data, summarize their findings, and publicize a report that other local farmers can use as a reference when adopting regenerative management systems.

SALK COUNTY FARM DEMO PLOTS PROPOSAL TEMPLATE

Supporting Information. Submit any additional information or recommendations supporting the proposal as an appendix or separate attachment.

please see attached letters of support from SSWIG partner organizations.



Extension

UNIVERSITY OF WISCONSIN-MADISON

October 4th, 2022

Dear Review Committee,

I am writing to convey full support of the Sauk Soil and Water Improvement Group's (SSWIG) bid to manage the Sauk County Farm Demo Plots.

SSWIG has a history of strong educational events centered on peer to peer learning that draw in farmers from their own county and surrounding counties. Their excitement and innovation has drawn in a unique set of partners and has made them a vital ally and mentor to many of the other groups in the area. The commitment of their farmer leaders is unmatched, as they are typically the only group with a farmer representative at every Southwest WI Producer-Led Regional Meeting.

The group has expressed interest in building a long term demonstration plot, this would have a large impact on the surrounding area and would help to convince middle to late adopters of the benefits and potential of conservation practices. Long term demonstration plots are a rarity across Wisconsin and I consider it a unique opportunity to have such enthusiastic and innovative producers invested in such a project. Their strong relationships with partners like UW-Madison Extension and the USDA- ARS Dairy Forage Research Station, paired with their own skilled outreach capabilities, gives me confidence that their demonstration plots would be impactful and provide meaningful data to the agricultural community in Sauk County.

If funded, the Extension Agriculture and Water Quality Program will assist SSWIG in education on how different agricultural management practices impact water quality, designing research and demonstration projects centered on water quality, any relevant data collection, and will connect them to useful resources and partners.

We encourage the committee to approve the proposal being submitted by SSWIG. The opportunity will help to strengthen existing partnerships and provide new opportunities for producers in Sauk County. If you have any questions, please feel free to contact me at zegler@wisc.edu or 608-224-3716

Sincerely,

Chelsea Zegler

Agriculture and Water Quality Outreach Specialist
UW-Madison Division of Extension



United States Department of Agriculture

Research, Education, and Economics
Agricultural Research Service

10/6/2022

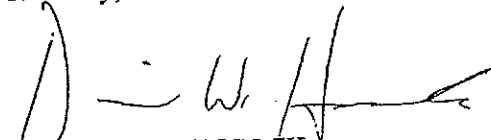
Sauk County Land Resources and Environment Department
505 Broadway, Ste. 248
Baraboo, WI 53913

Dear Review Committee:

I write to acknowledge synergisms between the work of the Sauk Soil and Water Improvement Group (SSWIG) and the mission and objectives of our research and outreach plans at the U.S. Dairy Forage Research Center (DFRC). Previous research has shown that their plans to provide cost-share funding for farmers who convert acres to no-till and cover crops, and additional cost-share for planting green and grazing of cover crops will address soil health and water quality targets and are likely to increase farm resilience. Further, SSWIG is committed to increasing educational programs for farmers and the general public alike to increase awareness and adoption of these practices through their proposal to manage the Sauk County Farm Demo plots and other complementary efforts. Their plans to showcase side-by-side demonstrations of different conservation management systems aligns well with DFRC's efforts and will create opportunities for farmers in Sauk County and the region to exchange ideas and access research and extension resources to inform their decision-making.

The U.S. Dairy Forage Research Center shares a commitment to providing agricultural producers, and the dairy industry specifically, with information and tools that will advance the economic and environmental sustainability of farms. We welcome opportunities to collaborate with the SSWIG, and other producer-led watershed groups, as they take on these challenges.

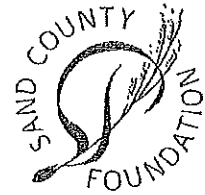
Sincerely,


DENNIS W. HANCOCK
Center Director

Digitally signed by
DENNIS HANCOCK
Date: 2022.10.06
15:47:57 -05'00'

U.S. Dairy Forage Research Center
1926 Linden Dr.
Madison, WI 53706
608-890-0050
78

USDA is an Equal Opportunity Employer



October 4, 2022

Sauk County Land Resources and Environment Department
West Square Building, Rm 248
505 Broadway Baraboo, WI 53913

Re: Letter of Support for Sauk Soil and Water Improvement Group

Dear Sauk County LRE Department,

Sand County Foundation (SCF) is pleased to provide this letter of support for the Sauk Soil and Water Improvement Group (SSWIG) proposal to manage the county's new Farm Demonstration Plots. SCF's mission is to inspire and enable a growing number of private landowners to ethically manage the natural resources in their care, so future generations have clean and abundant water, healthy soil to support growing food demands, plentiful habitat for wildlife and opportunities for outdoor recreation. We are advocates for groups like SSWIG, whose members are leaders across Wisconsin's farming community and key communicators to reaching middle to late conservation adapters.

SCF has been actively collaborating with SSWIG graziers on a three-year, North Central Sustainable Agriculture Research and Education (SARE) Research and Education Grant to demonstrate the value of rotational grazing with cover crops. The goal is to share the agronomic, environmental, and soil health data collected from SSWIG graziers through testimonials and publications in order to expand cover crop acreage with rotational grazing across the Midwest for a more resilient agricultural system. We appreciate working with the SSWIG graziers because they are innovative and willing to try new management:

SSWIG's outreach complements SCF's demonstration efforts. They encourage others to ease into conservation and do so with realistic expectations; although the first attempt may not result in the ideal outcome, you learn something and adapt. SCF values their willingness to partner on events as a way to amplify the reach. Their members are true agricultural leaders; therefore, they will have no shortage of ideas for showcasing side-by-side demonstration of innovative conservation management systems.

SSWIG has been a reliable partner for conservation demonstration; we encourage the review committee to support their proposal to manage the new demonstration plots so that they can continue to share their land ethic to others within and beyond watershed boundaries. SCF commits to support SSWIG's interest in conservation demonstration by helping to identify plot comparisons, quantify outcomes, and communicate results. This opportunity will strengthen SSWIG's existing partnerships and gain additional members to increase the adoption of regenerative practices such as reduced-tillage, cover crops, planting green, and grazing cover. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dr. Heidi M. Peterson
Vice-President, Agricultural Research and Conservation
Sand County Foundation
hpeterson@sandcountyfoundation.org
Office Phone: (612) 504-7186

EXHIBIT B

SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the Contract for Services. By submitting a proposal, the Proposer is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFP. Special provisions for a contract may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred.

Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or

death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or termination of the contract or agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

General Liability:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile: (Combined single limit)

\$1,000,000.00

Professional Liability:

\$1,000,000.00

Excess Liability: (Umbrella)

\$1,000,000.00.

(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made

under any Agreement resulting from this RFP. However, in the event Sauk County's legislative body, the Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws.

To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders,

injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Proprietary information on the "Trade Secret, Confidential and Proprietary Information Form" Proposer shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trade secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.29 above). Information supplied by Proposer to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Proposer to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Proposer labeled "Trade Secret, Confidential and Proprietary Information Form" included with the proposal. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Proposer would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records. Proposer understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Proposer. Proposer agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Proposer shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade

Secret, Confidential and Proprietary Information Form" Proposer shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Proposer shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Proposer asserts, and County understands that, without this pledge of confidentiality, Proposer would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department
West Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

Sauk County Farm Demo Plots RFP Evaluation Scoring Sheet

Evaluation Criteria	Points	Proposer Group	
		SSWIG	Reedsburg FFA Alumni
1. Proposal Submission	10	10	10
2. Applicant Understanding	10	10	10
3. Group Experience and Qualifications	30	25	10
4. Soil Health or Conservation Practices	80	25	0
5. Capacity or Feasibility	10	10	10
6. Innovation	15	10	0
7. Partnership Capability	30	30	20
Total - All Evaluation Points	185	120	60

Review Team

Serge Koenig
Melissa Schlupp
Brian Sadler
Gus Johnson
Cassandra Fowler

Date Reviewed: October 18, 2022

RESOLUTION # 112-2022

Resolution Authorizing a Cropland Lease Agreement at the Sauk County Health Care Center.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

Sauk County owns approximately 280 acres of cropland and pasture, known as the Sauk County Farm in the town of Reedsburg. An additional 11.4 acres of cropland are located adjacent to the Sauk County Health Care Center in the City of Reedsburg. In March 2022, the Sauk County Board of Supervisors adopted the Sauk County Farm Property Master Plan outlining how the farm will showcase new and innovative conservation practices that prevent soil erosion and reduce agricultural runoff to protect groundwater and surface water resources. Cropland and pasture are leased to local farmers every five years and a competitive bidding procedure is used to solicit bids. Upon award of the bid, the farmer adheres to conditions outlined in the lease agreement that support soil health practices including no till, cover crops, and diverse crop rotations. Additionally, they work closely with the Land Resources and Environment Department to share planting and harvest data to evaluate the economics and efficacy of conservation practices implemented on the farm.

WHEREAS, to solicit bids for leasing cropland and pasture at the Sauk County Farm and cropland at the Sauk County Healthcare Center, a Request for Bids (RFB) was advertised on September 1, 2022; and,

WHEREAS, one (1) bid was received by the deadline and reviewed to ensure the submittal came from a responsible bidder in combination with the highest bid; and,

WHEREAS, Jason Bergman of Loganville, Wisconsin is a responsible bidder and submitted a bid of \$175.00 per acre (\$1,995.00 per year) and should be awarded an agreement for renting the cropland at the Sauk County Health Care Center for a period of five years beginning January 2023 and ending December 2027; and

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County supports leasing cropland at the Sauk County Health Care Center for the purpose of growing agricultural crops and demonstrating conservation practices.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [] YES [] NO

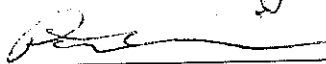
Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted

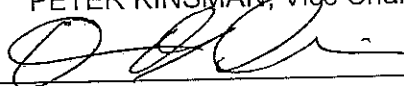
Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

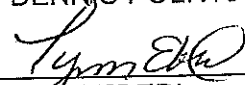
The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, Bryon D. [Signature], Date: 12.13.2022

Offered and passage moved by: Land Resources and Environment Committee

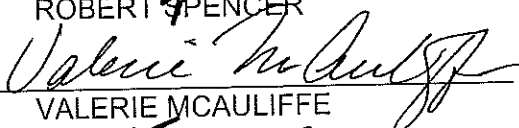

MARTY KRUEGER, Chair


PETER KINSMAN, Vice Chair



DENNIS POLIVKA


LYNN EBERL


ROBERT SPENCER


VALERIE MCAULIFFE


BRANDON LOHR


RANDALL PUTTKAMER

Fiscal Note: The proposed LRE 2023 Budget includes \$46,657 in County Farm Revenues. This includes rental payments from the Sauk County Farm cropland, pasture, and the Sauk County Health Care Center cropland. *gmt*

MIS Note: No Impact

Sauk County Health Care Center Cropland Bid Opening

2:00pm, October 14, 2022

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

Sauk County Health Care Center Cropland Lease 2023-2027

This lease is made between the County of Sauk, a municipal corporation, with its seat of government located at 505 Broadway Street, Baraboo, Wisconsin, herein called Lessor, and Jason Bergman, Loganville, Wisconsin, herein called Lessee.

Lessor hereby leases to Lessee the premises, situated in the City of Reedsburg, County of Sauk, and State of Wisconsin, known and described as follows:

Sauk County Health Care Center Cropland, approximately 11.4 (eleven and four tenths) acres of tillable cropland located adjacent to the Sauk County Health Care Center. (See Exhibit A, attached and incorporated herein.)

1. **Term.** Lessor demises the above premises for a term of five (5) years, commencing on January 1, 2023, and terminating on December 31, 2027. Lease term is contingent upon the Lessor obtaining an annual conditional use permit (CUP) from the City of Reedsburg.
2. **Rent.** The rent for said premises shall be \$175.00 dollars/acre (\$1,995.00 dollars per year), due in advance of the first day of March, during the term of this lease. All rental payments shall be made to Lessor, at the Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, Wisconsin 53913.
3. **Use.** Lessee shall use and occupy the cropland for growing and harvesting of agricultural crops while preserving soil, water, and other natural resources consistent with the terms and conditions of this lease. The premises shall be used for no other purpose.
 - a. Field equipment operations (planting, spraying, harvesting) shall be conducted between the hours of 7 a.m. and 9 p.m.
 - b. Lessee must notify neighbors 24 hours prior in person or with door hangers for spraying or harvesting.
 - c. Remove crops each year of the lease by December 1st.
 - d. Maintain/trim along curbs.
 - e. 5' setback along adjacent lots.
4. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at their own expense and at all times, maintain the premises and any existing fencing in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for the actual cost of any repairs required or maintenance necessitated by any damage caused by the Lessee to the demised premises. Lessee shall not damage the city street curb or blacktop.
 - a. Mineral rights: Lessee shall not market gravel, or any other part of the leased property. Lessee shall not have any right to any above- or below-ground mineral rights.
 - b. Conservation Practices: Lessee agrees to preserve established water sources, tile drains, tile outlets, grass waterways, buffer strips and diversions and to refrain from any operation that will injure such. Damage will be repaired at the Lessee's expense. Contour strips and waterways cannot be eliminated or changed contrary to the conservation plan (See Exhibit B attached and incorporated herein). All crops must be harvested prior to December 1, 2027.

- c. Crop rotation: All fields will be no tilled and follow the crop rotation identified in the approved conservation plan (See Exhibit B attached and incorporated herein).
 - i. Cover Crops: Cover crops will be established as indicated in the approved conservation plan. Lessee shall establish cover crops within ten (10) days of conventional crops being harvested (subject to weather conditions). Lessor agrees to furnish all cover crop seed to be used on the farm. If cover crops are not planted by the established deadline, a penalty of \$1,000 shall be administered.
 - ii. Fall Seeded Crops: Winter wheat will be established by November 1 during the final year of the lease. Extension of seeding dates will be determined on a case-by-case basis and must be approved by the Sauk County Land Resources and Environment Department.
- d. Nutrient Management: Lessee shall develop and follow a nutrient management plan to meet Natural Resources Conservation Service Standard 590 for all fertilizer applications on the cropland. The lessee shall attend a Nutrient Management Farmer Education (NMFE) class within the first year of the lease commencement date. This class will provide the lessee with a basic understanding of nutrient management plan development and implementation. The plan shall be approved by the Sauk County Land Resources and Environment Department prior to any commercial fertilizer applications. Manure and industrial and/or municipal waste applications are not allowed on the premises.
- e. Soil Fertility: Lessee shall maintain phosphorus and potash levels previously established for each field. Phosphorus and potash levels shall be established by Lessor with written notice to the Lessee at the commencement of the lease term. Lessee is responsible for maintaining soil fertility levels and ensuring that the levels are at the same or better level at the termination of the lease. Lessor shall provide for soil sampling verification, at Lessor's expense. In the event Lessee fails to apply necessary amounts of fertilizer prior to the expiration of this contract, Lessor may make such applications and the costs thereof shall be reimbursed by Lessee to Lessor. Lessor is not responsible for maintaining soil fertility levels nor responsible if Lessee voluntarily chooses to maintain a higher fertility level. Lessor agrees to furnish all limestone to be used on the farm, and in such amounts to bring and maintain PH at a 6.6 level.
- f. Herbicide & Pesticide Use: Lessee shall apply herbicides with residual in a manner that will not interfere with the crop rotation specified in the conservation plan. Hazardous wastes and other debris shall not be accumulated or disposed of on Lessor's property. Hazardous waste shall include, but is not limited to, empty pesticide and oil containers and waste oil.
- g. Crop Acreage Certification: Lessee shall report planted acres to the Sauk County Farm Service Agency (FSA) office to maintain maximum eligibility to participate in the government programs in the future, even if the Lessee chooses not to participate in government programs during that year. The Lessee shall submit a copy of the FSA report to the Lessor by August 1 of each year. Land leased under this contract will not be combined with any other land for grain base purposes without prior written permission of the Lessor.

- h. Requested Information: Lessee shall provide lessor with input costs and crop yield information annually by December 31st. Data shall be collected using a yield monitor and provided as a removable storage device (i.e. SD card, thumb drive). Information will be used as a case study looking at the efficacy of soil health practices. If data has not been delivered by the established deadline, a penalty of \$1,000 shall be administered.
5. **Alterations**. Lessee shall not, without first obtaining the prior written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Lessee shall have the right to erect, maintain and remove, at Lessee's expense, temporary fence and moveable buildings on the leased land, provided that such fence or building or their removal do not damage the Lessor's property in any way, and provided that Lessee shall not create anything which shall constitute a nuisance to the Lessor. The Lessor shall have the right to determine in its sole discretion what constitutes a nuisance under this section, but such determination may be reviewed as to reasonableness and the assessment of damages under the arbitration provisions of this lease.
6. **Reduction of Leased Area**. Lessor reserves the right to reduce the area of cropland provided by this lease, as described above, in total or in part. Such reduction shall occur in the event that the Sauk County Board of Supervisors shall by Resolution require such property for another purpose. Any such reduction shall be effective sixty (60) days following the date of adoption of said Resolution. Lessee shall be entitled to a reduction in the rents due under this lease, based upon a prorated reduction in the leased area. Any reduction in acreage shall reduce the rental amount for that and any succeeding year by the average annual acreage rental rate as determined by the annual cropland bid divided by the number of cropland acres.

If the reduction should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the intended reduction prior to the actual planting of the crop, Lessee shall be entitled to a credit against the next rent payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

7. **Utilities and Easements**. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessor. All easements now in force, or which may hereafter be in force, pertaining to the premises, shall remain in force for the duration of this lease. Fire hydrant lines, sewage lines and manholes located on the leased property will be maintained by the Lessor. Access to these lines is reserved for maintenance work. If damage occurs to crops as a result of this maintenance work, the Lessee will be credited for the lost crop as per the process identified in Section 6.
8. **Lessor's Remedies on Default**. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof including maintaining adequate soil fertility levels, or becomes insolvent or bankrupt, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice, or such default is of such nature that it cannot be completely cured

Sauk County Health Care Center Cropland Lease 2023-2027

within such period, if Lessee does not commence such curing within 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this lease on not less than 15 days' notice to Lessee. On the date specified in such notice, the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as herein provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee, Lessee's crops, other occupants, or any effects. No failure to enforce any term shall be deemed a waiver.

Lessee may not and shall not harvest crops after service of a notice of default. If the default is not cured within the 15-day period, Lessor shall be entitled to a lien on any crops harvested, or to harvest the crops itself, and sell same, in order to reimburse the Lessor for any expenses incurred.

9. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Exhibit A – Sauk County Health Care Center Cropland Map
Exhibit B – Sauk County Health Care Center Conservation Plan
Exhibit C – Standard Clauses – Sauk County Health Care Center Cropland Lease
Exhibit D – Request for Bid Standard Terms and Conditions

FOR LESSEE:

Signed this ____ of _____, _____.

Jason Bergman

FOR THE COUNTY OF SAUK:

Signed this ____ of _____, _____.

Brent Miller, Administrator

ATTEST

Signed this ____ of _____, _____.

Rebecca Evert, County Clerk
For Lessor

Exhibit A

Legend

Crop Rotation

- Cg-Sb-Cg-Sb-W-As-A-A-A-A
- Cg-Sb-W-cc
- Demonstration Plot
- Pasture

1HCC - 11.4 ac



NM1: Narrative and Crops Report

Starting Year	2021
Reported For	Sauk County Farm Subfarm: HCC
Printed	2022-05-27
Plan Completion/Update Date:	2022-05-18
SnapPlus Version	20.4 built on 2021-06-03
C:\SnapPlus2\MySnapPlusData\Sauk County Farm NMP.snapDb	

Prepared for:
Sauk County Farm
505 Broadway
Baraboo, 53913

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

Annual Farm Notes:

No Annual Farm Notes

Spreadsheet Calibration Methods: Custom applications, Equipment calibration

Narrative and Crops:

Field Name	Field Acres	2021	2022	2023	2024	2025	2026	2027	2028
1HCC	11.4	Soybeans 7-10 inch row No Till 46-55 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre	Soybeans 7-10 inch row No Till 46-55 bu/acre	Winter wheat (grain) with interseeded red clover cover crop No Till 61-80 bu/acre	Corn grain No Till 151-170 bu/acre

Summary by Crop:

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

Crops Grouped By Category	2021	2022	2023	2024	2025	2026	2027	2028
Corn grain	Acres bu	11 1,766			11 1,766			11 1,766
Soybeans 7-10 inch row	Acres bu	11 556	11 556			11 556		

SnapPlus Narrative and Crops Report

SaukCountyFarm	Crops Grouped By Category	2021	2022	2023	2024	2025	2025	2026	2027	2028
	Winter wheat (grain) with interseeded red clover cover crop	Acres bu			11 776				11 776	

Exhibit C

STANDARD CLAUSES

Sauk County Health Care Center Cropland Lease

1. **Insurance.** During the term of this Agreement, LESSEE shall, at LESSEE's sole cost, maintain the following insurance:

Comprehensive General Liability Limits:
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy. LESSEE, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring LESSEE and LESSOR with minimum coverage as follows:

LESSEE shall provide LESSOR with a Certificate of Insurance annually by February 1st, showing LESSOR as additional insured with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to LESSOR in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by LESSOR or LESSEE, LESSEE and LESSOR, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The 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:

LESSOR: Sauk County Clerk
505 Broadway
Baraboo, WI 53913

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

LESSEE: Jason Bergman
S5775 Center Valley Rd
Loganville, WI 53943

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

7. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted. If the termination should occur during the growing period when crops are already planted, provided Lessee did not receive notice of the termination prior to the actual planting of the crop, Lessee shall be entitled to a payment to compensate for the expense of planting and resulting loss in yield. Lessee and Lessor shall agree upon an independent appraiser to establish the value of the crop lost due to the reduction of leased area. The cost of the appraiser shall be borne by the Lessor. In the event that the Lessor and Lessee cannot agree upon an appraiser, Lessee and Lessor shall each select an agricultural appraiser, and these two shall select a third appraiser. This group of three appraisers shall then establish the value of crop lost due to the reduction. The cost for this appraisal process shall be divided equally between the Lessor and Lessee.

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the

Exhibit C

opportunity to obtain legal counsel, and shall not be construed against either party.

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

12. Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

13. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. Open Records Law Compliance. LESSEE understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by LESSEE and/or the County. LESSEE agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of LESSEE shall be at its sole cost and expense.

15. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and AAW. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the LESSEE will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the LESSEE and the County, and the County will not be liable for any obligation incurred by LESSEE including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

16. Governing Law, Jurisdiction and Venue. This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be

construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

17. Competence, Solvency. LESSEE warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. LESSEE represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

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

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

20. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

21. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

20. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, shall be considered a default under the terms and conditions of this lease, and the Lessor may terminate this lease immediately for default. If the Lessor approves a sublease, the Lessee shall continue to be responsible for the actions of the Sublessor including any and all damages of said Sublessor.

21. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within ten days of the commencement of the term hereof.

22. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

23. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. Eminent Domain. If the premises or any part thereof or any estate therein, materially affecting Lessee's use of the

Exhibit C

premises, shall be taken by eminent domain, this lease shall terminate on the date when the title vests pursuant to such taking. The rent on any impacted acreage shall be reduced for that year and any succeeding rental year by the average annual acreage rental rate as determined in Section 6. Disposition of any crop on the impacted lands shall be negotiated as a part of the eminent domain process. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

EXHIBIT D: REQUEST FOR BID

SECTION 5 STANDARD TERMS AND CONDITIONS

5.1 Applicability. These standard terms and conditions apply to Requests for Written Quotes (RFWQ), Bids (RFB), Proposals (RFP), contracts and all other applicable transactions whereby the County acquires goods or services, or both. The terms of this section shall be incorporated into the lease agreement. By submitting a bid, the Bidder is agreeing to be bound by these terms and conditions along with any other terms or conditions set forth elsewhere in this RFB. Special provisions for a lease agreement may also apply.

5.2 Specifications. The listed specifications are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County must be the sole judge of equivalency. Bidders/proposers are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid/proposal.

5.3 Deviations and Exceptions. Deviations and exceptions from terms, conditions, or specifications must be described fully, on the vendor's letterhead, signed, and attached to the bid/proposal. In the absence of such statement, the bid/proposal must be accepted as in strict compliance with all terms, conditions, and specifications and the vendor must be bound to the provisions.

5.4 Quality. Unless otherwise indicated in the request, all material must be first quality. Items which are used, pre-owned, demonstrators, obsolete, seconds, defective, or which have been discontinued are unacceptable without prior written approval by Sauk County.

5.5 Quantities. The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

5.6 Delivery. Deliveries must be "Free on Board" to the destination listed on the purchase order or contract. Title and risk of loss of goods must not pass to the County of Sauk until receipt and acceptance takes place at the FOB point. Contractor will be responsible to deliver to the destination shown on the purchase order, with inside delivery required at no additional charge to Sauk County. County will reject shipments sent C.O.D. or freight collect.

5.7 Pricing and Content. Sauk County qualifies for governmental discounts; unit prices must reflect these discounts.

Unit prices shown on the Bid or contract must be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price must establish the extended price; the unit price must govern in the bid evaluation, permits, inspections, and all other contract administration.

Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices must not be subject to increase for term specified in the award. Vendor must submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases must be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any County official or employee except as specially set forth in writing attached to and made part of the bid. The successful bidder must disclose any such relationship which develops during the term of the contract. See Sauk County Code of Ordinances Chapter 36, Code of Ethics.

5.8 Acceptance-Rejection. Sauk County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Sauk County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 90 days after the date of submission to the County. The County reserves the right to perform background and reference checks on vendors providing goods and/or services to the County.

Bids/proposals MUST be in hand of Sauk County on or before the date and time that the bid is due. Bids received after the deadline will be rejected. Actual receipt by the County is necessary. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

5.09 Ordering/Acceptance. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract signed by both parties must be used.

5.10 Payment Terms and Invoicing. Unless otherwise agreed, Sauk County will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods and services. Payment will not be made until goods and/or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with the contract. A good-faith dispute creates an exception to prompt payment.

5.11 No Waiver of Default. In no event must the making of any payment or acceptance of any service or product constitute or be construed as a waiver by the County of any breach of the covenants of a contract, or a waiver of any default of the successful vendor. The making of any such payment or acceptance of any such service or product by the County while any such default or breach must exist must in no way impair or prejudice the right of the County with respect to recovery of damages or other remedy as a result of such breach or default.

5.12 Taxes. Sauk County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. Sauk County, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

5.13 Entire Agreement. These Standard Terms and Conditions must apply to any contract or order awarded as a result of this request. Special requirements of a resulting contract may also apply. The written contract and/or order with referenced parts and attachments must constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment must be effective or binding unless expressly agreed to in writing by the County.

5.14 Guaranteed Delivery. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials must render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs must include administrative costs to retain such replacement.

5.15 Applicable Law. This contract must be governed by the laws of the State of Wisconsin, and venue for any legal action between the parties must be in the Sauk County Circuit Court. The vendor must at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Sauk County also reserves the right to cancel this contract if the County learns the contractor is debarred from a local governmental entity, the State of Wisconsin or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from local or federal procurement and non-procurement contracts.

5.16 Antitrust Compliance. Those parties contracting with the County, or submitting bids under this Request for Bid, certify that with respect to all aspects of this bid and any subsequent agreement they have complied and will comply with all Federal and State Anti-Trust and Restraint of Trade laws and regulations. FURTHERMORE, said party agrees to defend and hold harmless the County of Sauk against any claims to the contrary.

5.17 Assignment. No right or duty in whole or in part of the vendor under a contract may be assigned or delegated without the prior written consent of Sauk County.

5.18 Subcontracting. If sub-contractors are to be used, this must be clearly explained in the Bid. Awarded vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title, or interest in the contract to any person, vendor(s) or other organization without prior written consent of the County. No subcontract must, under any circumstances, relieve the contractor of liability and obligation under this contract. The awarded contractor must be fully responsible for the acts, errors, and omission of subcontractor(s).

5.19 Nondiscrimination/Affirmative Action. The vendor agrees, in accordance with Sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee, or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor must provide a harassment-free work environment. These provisions must include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation. Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

5.20 Safety Requirements. All employer practices, employee practices, materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards. The vendor must comply with the County's worksite rules. Vendor must comply, train, and accept exclusive responsibility for its employees while on County property.

5.21 Safety Data Sheets. If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the vendor must provide one (1) copy of Safety Data Sheets for each item with the shipped container(s) and one (1) copy with the invoice(s).

5.22 Warranty. Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request or contract must be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty must apply as a minimum and must be honored by the vendor.

5.23 Indemnification and Insurance. The vendor must bear the full and complete responsibility for all risk of damage of premises, equipment, procedure, or money resulting from any cause whatsoever and must not penalize the County for any losses incurred. Vendor must indemnify, hold harmless, and defend Sauk County, its officers, boards, commissions, agents and employees from any and all liability, claims, demands, losses (including, but not limited to, property damage, bodily injury and loss of life), costs, expenses or damages which Sauk County, its officers, employees, agents, boards, or commissions may sustain, incur or be required to pay by reason of vendor furnishing goods or services required to be provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vendor. Nothing contained herein must require vendor to defend or indemnify the County for losses, damages, injuries, or death arising out of the negligence of the County, its agents or employees. The obligations of vendor under this paragraph must survive the expiration or termination of the contract or

agreement.

To secure vendor's obligation to hold harmless and indemnify the County, vendor must procure and maintain the following insurance:

Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin.

<u>General Liability:</u>	
General Aggregate	\$1,000,000.00
Products-Comp/Op Agg	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
<u>Automobile:</u> (Combined single limit)	\$1,000,000.00
<u>Professional Liability:</u>	\$1,000,000.00
<u>Excess Liability:</u> (Umbrella)	\$1,000,000.00.
	(Each occurrence and aggregate.)

The vendor must add Sauk County, its officers, agents and employees as must be named as an additional named insured.

Vendor must provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Sauk County is an additional named insured on public liability, professional liability and property damage insurance required above.

Vendor must provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

5.24 Termination for Default. Failure of the awardee to perform any of the provisions of the contract must constitute a breach of contract, in which case, the County may require corrective action within ten calendar days (10) from date of receipt of written notice citing the exact nature of such breach. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days must constitute a default of the contract. If defaulted, the contractor must be liable for liquidated damages, if any. Sauk County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach of default of this contract and may contract with another party with or without solicitation of bids or further negotiations. As a minimum, contractor must be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to County should it become necessary to contract with another source because of this default, plus reasonable administrative costs, reasonable attorney's fees, court cost and expenses.

5.25 Termination for Convenience. Upon seven (7) calendar days written notice delivered by first class postpaid United States Mail, to the address indicated in the proposal/bid, to the successful bidder/proposer, Sauk County may without cause and without prejudice to any other right to remedy, terminate the agreement for Sauk County's convenience whenever Sauk County determines that such termination is in the best interest of the County. Where the agreement is terminated for convenience of Sauk County the notice of termination must state that the contract is being terminated to the convenience of Sauk County under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor must promptly discontinue all work at the time and to the extent indicated on the notice of termination. The contractor must also terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except, as they may be necessary and complete any continued portions of the work.

5.26 Non-Appropriation of Funds. Sauk County intends to make all payments required to be made under any Agreement resulting from this RFB. However, in the event Sauk County's legislative body, the

Sauk County Board of Supervisors, does not appropriate funds for the continuation of the Agreement for any fiscal year after the first fiscal year, said agreement will be terminated without damages or cost for such termination.

5.27 Recordkeeping and Record Retention – Public Works Contracts. The contractor on a public works contract must establish and maintain adequate payroll records for all labor utilized as well as records for all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be kept in accordance with generally accepted accounting procedures. Sauk County must have the right to audit, review, examine, copy, and transcribe any such records or documents relating to any contract resulting from this bid/proposal held by the contractor. The vendor will retain all documents applicable to a contract for a period of not less than five (5) years after final payment is made.

5.28 Independent Vendor Status. Contractor holds itself out as an independent contractor. Contractor is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work. Contractor is acting as an independent contractor in providing and performing the services contemplated by this contract. It is not intended that anything in, or done pursuant to, this contract create the relationship of employer and employee, principal and agent, partners, or joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor is an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. It is not the intention of the parties that this contract create any joint employment relationship between the Contractor and the County, and the county shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.

5.29 Public Records, General. It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. If awarded this contract, Vendor must assist Sauk County in complying with any public records request made under Wisconsin Law or Federal Freedom of Information Act.

The Parties acknowledge that Sauk County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein must produce copies of all materials gathered or produced or modified pursuant to this contract to Sauk County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Sauk County, its agents, officials and employees harmless and to indemnify them and Sauk County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Sauk County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this agreement.

Any Public Record Law request received directly by a contractor related to this contract with Sauk County must immediately be reported to the County Administrator for the County.

5.30 Public Records, Trade Secrets/Proprietary Information. Any restrictions on the use of data contained within a request must be clearly stated information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. Proprietary information submitted in response to a request will be handled in accordance with applicable the Wisconsin Public Records Law. If the vendor asserts in the bid/proposal that any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation must be upon the vendor. The vendor acknowledges and agrees that if the vendor fails to initiate legal action to defend the trade secret designation within 5 business days of written notification of Public Records Request, or be unsuccessful in its defense of that designation, County shall be required to and will release the records.

In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to of any trade secret or any information designated as Proprietary information on the "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action, including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to a trade secret listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees, or agents for failure to release.

5.31 Public Records, Confidential Information (Not subject to Section 5.30 above). Information supplied by Bidder to Sauk County is subject to Subchapter II, Chapter 19 of the Wisconsin Statutes (the Wisconsin Open Records law). For the purposes of this contract the only information supplied by Bidder to Sauk County that may be considered confidential information not subject to Section 5.30 above shall include only the information identified on a document created by the Bidder labeled "Trade Secret, Confidential and Proprietary Information Form" included with the bid. It is expressly agreed by the parties that this contract itself is not a trade secret, and, therefore, need not be held in confidence by Sauk County. The parties agree that, Bidder would not enter into this contract, and would not release to Sauk County the items listed on the "Trade Secret, Confidential and Proprietary Information Form" as confidential/proprietary without this restriction. Notwithstanding the foregoing, confidential information shall not include information that the receiving party can document was independently developed by them without use of the other party's confidential information, known prior to disclosure or acquired from a third party free of disclosure obligations. The confidentiality restriction is subject and subordinate to the Wisconsin Open Records Law and other applicable laws relating to public records.

Bidder understands and agrees that, because Sauk County is party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Bidder. Bidder agrees to fully comply with such laws, and to cooperate with Sauk County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of the county. Compliance and cooperation of Bidder shall be at its sole cost and expense. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form" Bidder shall, at its sole cost and expense, fully cooperate with Sauk County in the defense of said action,

including but not limited to providing access to Sauk County to materials needed, or potentially needed for discovery and defense of the action. In the event that Sauk County becomes involved in an action under the Wisconsin Open Records law, or other applicable law or laws relating in any way to the confidentiality of any item listed on "Trade Secret, Confidential and Proprietary Information Form", and such item is determined by a court of competent jurisdiction to be releasable to any person under any such law, then, Bidder shall pay all of the costs of litigation of the Sauk County, including but not limited to actual attorney's fees, and also all fines or penalties levied against Sauk County or any of its supervisors, employees or agents for failure to release. Bidder asserts, and County understands that, without this pledge of confidentiality, Bidder would not provide the confidential information to County and would not enter into this contract with County.

5.32 Patent, Copyright and Trademark Infringement. The contractor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright, software, or trademark. The contractor covenants that it will, at its own expense, defend and hold harmless the County from every suit which must be brought against Sauk County (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright, software or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits, reasonable expenses, reasonable attorney fees in defense of such actions, recoverable in any such suit.

5.33 Licensure, Certification, and Statutory Requirements. Contractor is responsible to comply with all statutory rules and regulations. All federal, state, and local laws, rules, and regulations governing the goods or service described in the specification will apply and will be deemed incorporated into the contract. These requirements must be at contractor's expense. When required any and all permits and inspections must be included in the bid price and must not be an additional cost to the County.

5.34 Promotional Releases. Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by Sauk County.

5.35 Force Majeure. Neither party must be in default under this Agreement if nonperformance of any condition is due to reasons beyond the reasonable control of the party, and nonperformance is not due to a party's negligence. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the United States government in either its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

Lisa Wilson, AICP-Director
Sauk County Land Resources and Environment Department West
Square Building, Rm 248
505 Broadway
Baraboo, WI 53913
E-mail: lisa.wilson@saukcountywi.gov

RESOLUTION # 113-2022

Resolution to Adopt Amendments to the Fee Schedule for Chapter 10 County Parks

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Pursuant to Chapter 10 of the Sauk County Code of Ordinances, the Sauk County Board of Supervisors has the authority to establish reasonable fees for the use of Sauk County Parks, and it shall be unlawful for any person to use any facility, land or area for which a fee or charge has been established by the Sauk County Board without payment of such fee or charge. Failure to obtain and visibly display proof of payment of fee or charge in or on the accompanying vehicle will result in liability of the owner as laid out in Wis. Stat. 27.014.

The Sauk County Land Resources and Environment Department has determined that the failure to comply with Chapter 10 of the Sauk County Code of Ordinances should be amended to cover staff time as well as any other costs incurred by the Department for implementation of the ordinances noted.

To cover the costs of smaller items, such as shower fees and vending machine items, a not-to-exceed fee of \$5 is proposed. The not-to-exceed fee allows Sauk County Land Resources and Environment staff to adjust prices on showers, toiletries and food, drink and camping items due to expense prices fluctuating.

An additional, lower credit card fee is proposed to lower the cost for credit card transaction on smaller sales of firewood, ice, entrance passes and equipment rentals.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the fee schedule for the Land Resources and Environment Department pursuant to the Sauk County Code of Ordinances for Chapter 10, attached hereto as Appendix A, be approved with the amendments as shown.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December, 2022.

Consent Agenda Item: [] YES [] NO

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

Vote Required: Majority = 8 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12.13.2022.

Offered and passage moved by:

[Signature]
MARTY KRUEGER, Chair

[Signature]
BRANDON LOHR, Secretary

[Signature]
VALERIE MCAULIFFE

[Signature]
RANDY PUTTKAMER

[Signature]
PETER KINGSMAN, Vice Chair

[Signature]
LYNN EBERL

[Signature]
DENNIS POLIVKA

[Signature]
ROBERT SPENCER

Fiscal Note: Increased fees will result in increased revenue to cover the costs for staff time as well as any other costs incurred by the Department for implementation of the ordinances noted. [Signature]

MIS Note: No information systems impact.



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

PARK AND RECREATION		
10.04 set and amended upon authorization of the County Board		
Amount	Fee	Comment
Camping		
\$25	Electric campsite	Per night
\$20	Nonelectric campsite	Per night
\$10	Unattended electric campsite	Per night
\$5	Unattended nonelectric campsite	Per night
\$5.50	Rebooking fee	Per reservation
\$5	Reservation fee	Per reservation
Entrance		
\$25	(1) Annual pass	Per vehicle, per day
\$40	(2) Annual pass	Per vehicle, per day
\$0	Veteran Annual pass	Honorably discharged, must reside in Sauk County
\$5	Daily pass	Per vehicle, per day
\$10 \$20	Failure to prepay	Per occurrence
\$25	Citation	Per occurrence, nonpayment of failure to prepay
Equipment Rental		
\$15	Canoe	Per hour
\$15	Kayak (double)	Per hour
\$10	Kayak (single)	Per hour
\$15	Paddleboard	Per hour
\$20	Pedal boat	Per hour
Miscellaneous		
\$3	Credit card use	Per transaction, for camping reservations
\$1.50	Credit card use	Per transaction, for all other transactions
\$5	Firewood	Per bundle
\$3	Ice	Per bag, 7 lbs.
Not to exceed \$5	Vending machine items, shower fees	Fee will not exceed \$5 and will vary depending on the item. The not-to-exceed fee will adjust depending on the expense cost. Vending machine items includes toiletries and food, drink and camping items.
Prairie Smoke Terrace		
\$200	Daily rental	4 hours
\$50	Additional hour(s)	Per hour
\$800	3-Day package	8 AM – 12 PM, 8 AM – 11 PM, 8 AM – 12 PM
\$300	Security deposit	Daily rental
\$500	Security deposit	3-Day package
\$100	Tent setup	3-Day package rental required

RESOLUTION # 114-2022

Resolution to Authorizing Sauk County to Enter into a contract with MSA Professional Services, Inc. for Great Sauk State Trail/Walking Iron Trail Bridge Funding Services, Construction Documents, Regulatory Permits, and Bid/Construction/Grant Administration

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County released an RFP for funding services, construction documents, regulatory permits and bid/construction/grant administration for the Great Sauk State Trail/Walking Iron Trail Bridge over the Wisconsin River. The proposal deadline closed on October 7, 2022; and one proposal was received from MSA Professional Services Inc./Westbrook Engineering (Exhibit A). The proposer was interviewed by a select panel on October 27th, 2022, and it was determined that the proposal met the requirements of the RFP. MSA submitted a Scope of Services and Project Detail (Exhibit B) for the project following notice of our intent to award. The fee summary with construction/observation being provided a placeholder/estimate is \$1,344,525. Additional costs within the contract for services requested by Dane County only are estimated at \$421,500. An amended contract with Dane County to cover reimbursement to Sauk County for the additional services will be necessary.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract with MSA Professional Services Inc. be awarded in the amount of \$1,344,525 with additional Dane County service costs of \$421,500 and the Sauk County Administrator is authorized to enter into an Agreement with MSA Professional Services, Inc. for the Great Sauk State Trail/Walking Iron Trail Bridge over the Wisconsin River and with Dane County for reimbursement of additional costs.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December 2022.

Consent Agenda Item: [] YES [] NO

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

Vote Required: Majority = 8 2/3 Majority = 3/4 Majority =

The County Board has the legal authority to adopt: Yes ☒ No ☐ as reviewed by the Corporation Counsel, [Signature], Date: 12.13.2022

Offered and passage moved by:

[Signature]
MARTY KRUEGER, Chair

[Signature]
BRANDON LOHR, Secretary

[Signature]
VALERIE MCAULIFFE

[Signature]
RANDY PUTTKAMER

[Signature]
PETER KINSMAN, Vice Chair

[Signature]
LYNN EBERL

[Signature]
DENNIS POLIVKA

[Signature]
ROBERT SPENCER

Fiscal Note: The 2023 LRE Budget includes \$2,000,000 of ARPA Funds for further development of the Great Sauk State Trail Wisconsin River Bridge and planning/construction of the Great Sauk State Trail Corridor. Resolution 91-2022 authorized an addendum to an Intergovernmental Agreement with Dane County, in which Dane/Sauk Counties will be contributing \$700,000 each towards the contract with MSA. An amended agreement with Dane County will be necessary to cover the additional costs for Dane County services only. [Signature]

RESOLUTION # 115-2022

Resolution to Authorizing Sauk County to Enter into a contract with HKGi for the Great Sauk State Trail Master Plan

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County released an RFP for the development of a master plan for the Great Sauk State Trail connecting the existing built trail in the Sauk Prairie State Recreation Area south of Baraboo to the 400 State Trail in Reedsburg. Depending on the selected location of the trail, the length of the trail in the master plan would be 20-30 miles in length and will include recommended spur trails to community features, facilities, and other recreational opportunities. The proposal deadline closed on November 4, 2022; and five proposals were received (Exhibit A). A selected panel scored two of the proposals as a tie and followed up with reference checks on November 28, 2022. Following reference checks, the final proposal submitted by HKGi has been selected as meeting the requirements of the RFP and which has been determined to provide the services requested by Sauk County. The fee summary, as provided by the consultant, totals \$134,240 with additional/optional services totaling \$ 9,800 - \$24,800 (Exhibit B).

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract with HKGi be awarded in the amount of \$134,240 with the approval of additional/optional services not to exceed \$24,800 to be utilized on an as-needed basis and that the Sauk County Administrator is authorized to enter into an Agreement with HKGi for the Great Sauk State Trail Master Plan.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 20th day of December, 2022.

Consent Agenda Item: [] YES [] NO

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

Vote Required: Majority = 8 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12.13.2022.

Offered and passage moved by:

[Signature]
MARTY KRUEGER, Chair

[Signature]
PETER KINSMAN, Vice Chair

[Signature]
BRANDON LOHR, Secretary

[Signature]
LYNN EBERL

[Signature]
VALERIE MCAULIFFE

[Signature]
DENNIS POLIVKA

[Signature]
RANDY HUTTKAMER

[Signature]
ROBERT SPENCER

Fiscal Note: The 2023 LRE Budget includes \$739,635 of Carryforward Funds for further planning and development of the Great Sauk State Trail Corridor. [Signature]

MIS Note: No information systems impact.

EXHIBIT A

Great Sauk State Trail Master Plan RFB – Bid Tabulation

Reviewer: Group Average Date: 12/01/2022

Review Criteria	Points	KL Engineering	HKGi	Damon Farbor	Resolution Studio LLC	Jewell
		\$208,286.00	\$ 134,240.00	\$ 143,595.76	\$ 130,350.00	\$ 494,907.51
Expressed understanding of the project and technical design of the proposal. The proposal adheres to the document organization and content requested in the RFP. The proposal utilizes elements of graphic design and demonstrates brand identity.	/25	22	24	24	18	16
The Project Approach is descriptive and specific in conveying the consultant's analysis process. It effectively articulates how the proposed process will produce a plan that is comprehensive, strategic, and pragmatic.	/25	22	24	24	18	12
The Public Engagement Plan and project team's experience in conducting successful stakeholder engagement and conflict resolution and work with municipalities.	/15	12	14	14	10	8
The Work Plan illustrates how the Project Approach and Engagement Plan will be implemented, identifying specific goals/milestones, strategies, and a practical timeline.	/15	13	14	14	10	6
Project budget is reasonable and reflective of the project needs.	/15	11	15	14	15	0
Input from provided professional references. Sauk County will conduct reference checks of the top three consultants and only if the scoring in this category has the potential to influence the final outcome.	/5	N/A	5	5	N/A	N/A
TOTAL:	/100	80	96	95	70	42

7. PROJECT BUDGET

Fee Calculation

If selected to conduct this project, HKGi will work with Sauk County to confirm or revise the work scope presented earlier in this proposal to best fit the needs and objectives of the project. Hourly rates are on the following page.

TASK DESCRIPTION	HKGi							BURSE		HOURS TOTAL	FEE
	GRINDE	RADER	BERNARD	STRAIT	HACKETT	HEDLUND	SOLOMONSON	FORTLAGE	HEFTER		
Task 1 - Organize the Effort	6	25	2	11	1	0	1	1	1	48	\$6,000
Task 2 - Site Analysis	4	48	22	48	10	8	6	4	7	157	\$18,500
Task 3 - Community Engagement Phase 1	2	62	7	40	49	0	0	0	1	161	\$17,000
Task 4 - Concept Development	4	67	19	55	0	6	6	8	17	182	\$21,700
Task 5 - Community Engagement Phase 2	2	60	6	56	62	0	0	0	0	186	\$18,900
Task 6 - Draft Plan Document	6	62	12	34	40	4	4	12	24	198	\$22,500
Task 7 - Community Engagement Phase 3	0	80	0	22	24	0	0	0	0	126	\$13,900
Hours Total	24	404	68	266	186	18	17	25	50	1,058	
Fee Subtotal											\$118,500
10% Contingency											\$11,840
Reimbursable Expenses											\$4,000
Not-to-Exceed Total											\$134,240

Additional / Optional Services

- » Pop-up event: \$1,500
- » Online Survey: \$1,200
- » Stakeholder Meeting (virtual): \$500
- » Stakeholder Meeting (in-person): \$800
- » Open House (in-person): \$3,000
- » Virtual Open House: \$800
- » SAC or SC-LRE Meeting: \$1,200
- » Community Presentation: \$800
- » Optional 3D Visualization: \$10,000 - \$15,000 (depends on final route length)

RESOLUTION # 116-2022

Resolution in Support of Increased County Child Support Funding

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND:

Sauk County providing a holistic set of services to Sauk County children and their parents, including paternity establishment, assistance with finding employment, obtaining child support and establishing health insurance orders for children, and enforcing and modifying those orders; and

Child support is one of the most effective anti-poverty programs in the state, with county child support agencies serving approximately 347,000 children and collecting roughly \$906 million in financial support for Wisconsin families in 2021; and

Child support is proven to reduce childhood poverty rates, lead to better educational and behavioral outcomes for children, and have a positive effect on food security, health and housing stability; and

County child support agencies work closely with both parents to ensure that they have the help they need to be successful, including assistance with finding employment, referrals to other social service programs and right-sizing orders for individuals impacted by substances use disorders or other challenges; and

State funding for county child support services has failed to keep up with county agency costs, which have steadily increased due to a high number of caseloads per worker, increased complexity of cases, inflation and new regulations; and

An abrupt federal interpretation change in June 2019 eliminated \$4.2 million in federal birth cost recovery matching funds for Wisconsin; and

Wisconsin's strong performance in child support is at risk without additional funding. The state has already dropped from 2nd in the nation for the collection of current support in 2016 to 6th in the nation in 2021.

Without additional state funds, county child support agencies may need to eliminate positions, further increase caseloads, or reduce services, further impacting federal performance measures, which would result in the loss of additional federal funds; and

The individuals most impacted by insufficient funding for child support are the children and families served by county child support agencies, who will need to seek out public assistance programming absent the financial security provided by the child support program; and

State investments in child support are amplified by a generous federal match. Every \$1 of state GPR invested in the Child Support Program generates roughly \$2 in federal matching funds; and

Wisconsin's Child Support Enforcement Program is incredibly cost-effective, collecting an average of \$6.43 in support for every dollar invested in the program.

NOW, THEREFORE, BE IT RESOLVED that the Sauk County Board of Supervisors respectfully requests that state funding for county child support agencies be increased by \$5 million GPR in each fiscal year of the 2023-25 Wisconsin state budget, which will generate approximately \$9.7 million in additional federal funding each year. This investment will ensure that Wisconsin counties can continue to effectively provide economic support to our children.

IT IS FURTHER RESOLVED that a copy of this resolution be forwarded by the County Clerk to the Governor of the State of Wisconsin, State Senators and State Representatives representing Sauk County, the Secretary of the Wisconsin Department of Administration, and the Wisconsin Counties Association for consideration.

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 13th day of December, 2022

Consent Agenda Item: ☐ YES ☐ NO

Fiscal Impact: ☒ 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: 12.15.2022.

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 Shelia Carver

Fiscal Note: No impact. [Signature]

MIS Note: No information systems impact.