

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, December 19, 2023 – 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 MEETINGS

6. GENERAL CONSENT AGENDA ITEMS

7. SCHEDULED APPEARANCES

- a. Dale Knapp, Forward Analytics; re: Senior Healthcare.

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)*

- a. 11/20/2023 Letter from Jim Severance, re: Sauk County Health Care Center.
- b. 11/29/2023 Letter from Dave Corning, re: Sauk County Health Care Center.
- c. Letter from State of Wisconsin DNR, re: Air Pollution Control Permit Application Review.
- d. 12/11/2023 Email from Susan Heck, re: Open Meeting Excellence Award.

10. APPOINTMENTS

a. Families Come First/Comprehensive Community Services Committee:

- i. Billy Laird, New Appointment, Citizen Member
2-year term – 12/19/2023-12/16/2025
- ii. John Olsen, New Appointment, Citizen Member
2-year term – 12/19/2023-12/16/2025

b. Sauk County Library Board:

Mike Anderson, District #9 Supervisor, Alternate
Term: 12/19/2023-04/16/2024 (Concurrent with Board of Supervisors)

c. South Central Library Board:

Mike Anderson, District #9 Supervisor
Term: 12/19/2023-04/16/2024 (Concurrent with Board of Supervisors)

- d. Land, Resources, and Environment:
Randall Puttkamer, Re-Appointment, Citizen Member
2-year term – 12/19/2023-12/31/2025
- e. Veterans Service Commission:
Mike Sitton, New Appointment, Citizen Member
2-year term – 12/19/2023-12/31/2025

11. BILLS

12. CLAIMS

13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): none.
- b. Brent Miller
 - i. Administrator's report.
- c. Tim McCumber, County Board Chair
 - i. Board Chair Update.

16. UNFINISHED BUSINESS

- a. EXECUTIVE & LEGISLATIVE COMMITTEE:
 - i. Resolution 77 - 2023 To Amend The Rules Of The County Board. (Pages 4-7)

17. NEW BUSINESS

- a. AGING & DISABILITY RESOURCE GOVERNING COMMITTEE, FINANCE COMMITTEE, AND PERSONNEL & INSURANCE COMMITTEE:
 - i. Resolution 90 - 2023 Resolution To Accept Additional Funding From The Department Of Health For The Independent Living Supports Program And To Use The Funding To Increase An 80% Information & Assistance (I & A) To Full Time Equivalent (FTE) And Amend The 2024 Budget. (Pages 8-9)
- b. EXECUTIVE & LEGISLATIVE COMMITTEE:
 - i. Resolution 91 - 2023 Accepting A Hazard Mitigation Grant, Authorizing A Contract With Civi Tek Consulting, LLC For Hazard Mitigation Plan Updates, Included In The 2024 Budget. (Pages 10-11)
- c. FINANCE COMMITTEE, EXECUTIVE & LEGISLATIVE COMMITTEE AND THE SAUK COUNTY BOARD OF HEALTH:
 - i. Resolution 92 - 2023 Authorizing The Purchase Of A Replacement Electronic Health Records System For The Health Department And Amending the 2024 Budget. (Pages 12-16)
- d. LAND RESOURCES & ENVIRONMENT COMMITTEE:
 - i. Ordinance 9 - 2023 To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Ironton From An Agriculture To An Exclusive Agriculture Zoning District Filed Upon Gerald And Linda White, Property Owners. (Pages 17-18)
 - ii. Ordinance 10 - 2023 To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Baraboo From A Commercial To A Resource Conservancy Zoning District Filed Upon John Wells, Property Owner. (Pages 19-20)
 - iii. Ordinance 11 - 2023 To Approve A Map Amendment (Rezoning) Of Lands In The Town Of La Valle From An Agriculture To A Commercial Zoning District Filed Upon Jay's Holdings LLC, Property Owner. (Pages 21-22)

- iv. **Resolution 93 - 2023** To Deny A Proposed Rezone Petition 14-2023. (Pages 23-24)
- v. **Resolution 94 - 2023** Authorizing The County Administrator To Submit Multi-Discharger Variance Application To The Wisconsin Department Of Natural Resources. (Pages 25-26)
- vi. **Resolution 95 - 2023** To Authorize Continued County Participation In The Wildlife Damage Abatement Program And The Wildlife Damage Claim Program. (Pages 27-48)

e. **PROPERTY COMMITTEE AND FINANCE COMMITTEE:**

- i. **Resolution 96 - 2023** Authorizing To Contract With Telcom Construction, LLC For The Relocation Of Sauk County Owned Fiber Optic Cable At The Intersection Of CTH BD And N. Reedsburg Rd.; And Amend The 2023 Building Services Capital Outlay Budget. (Pages 49-50)

f. **PERSONNEL & INSURANCE COMMITTEE:**

- i. **Resolution 97 - 2023** Approve the Liability, Property, and Workers Compensation Coverage, Insurance, Carrier, and Premiums for 2024. (Pages 51-53)

g. **PROPERTY COMMITTEE:**

- i. **Resolution 98 - 2023** To Expand The Long-Term Care Continuum In Sauk County. (Pages 54-56)

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 14, 2023.

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

s:/admin/Co Bd Agendas/2023/ctybdagendaDECEMBER2023

RESOLUTION # 77-2023

Resolution to Amend the Rules of the County Board

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: Resolution #96-2023 created the Committee on the Consolidation of Committees (hereinafter "CCC"). The CCC was charged "with the duty to review the current Sauk County Committee structure and make recommendations to the full County Board regarding consolidation of standing committees".

The CCC held a series of meetings to discuss the pros and cons of consolidating committees, the financial implications of consolidation, the likelihood of garnering more candidates for Supervisor, the efficiency for staff and the role of the County Administrator in the Sauk County government structure. Based on those discussion and considerations, the CCC developed the new structure for the Sauk County Standing committees as set forth below.

THEREFORE, BE IT RESOLVED, that the Sauk County Standing Committees shall be as set forth below and incorporated into the Sauk County Rules of the Board.

RULE IX. STANDING COMMITTEES OF THE BOARD.

AGING & DISABILITY RESOURCE CENTER COMMITTEE

Responsible for providing services to the general public with respect to matters related to aging and disability and to improve the life of those with aging and disability related issues. This committee will serve as the official statutory Commission on Aging pursuant to Wis. Stat. § 46.82(4) and shall be advised by the Aging, and Disability Advisory Committee. Responsible for policy direction and oversight for the following departments: Aging and Disability Resource Center. See, Sauk Co. Code Ch. 16. Oversight Committee for the Healthcare Center Board of Trustee.

Members: 11. The Committee shall have 6 County Board Supervisors.

ECONOMIC DEVELOPMENT COMMITTEE

Responsible for coordination of County economic development initiatives with County Planners and Sauk County Development Corporation. Involved in strategic resource planning initiatives. Reviews matters which affect growth and development of Sauk County, and economic development of communications network. Responsible for economic development in Sauk County and oversees County coordinated transportation, including overseeing the Tri-County Airport Commission, municipal airports, Pink Lady Rail Transit Commission and Wisconsin River Rail Transit Commission. Responsible for the study, review and recommendation regarding freight, passenger and commuter rail development, intercity and commuter bus services and development, and the provision and coordination of rural and commuter transit services. Transit is governed by Wis. Stat. s. 59.58. Also responsible for oversight regarding arts, humanities, culture and historic preservation projects on behalf of the Board. Serves as the Landmarks Commission in compliance with Sauk Co. Code Ch. 38 and Wis. Stats. §§ 59.56 and 59.69(4m). **Members: 7.**

51 **EXECUTIVE & LEGISLATIVE COMMITTEE**

52 Responsible for proposing amendments and monitoring the operation of Rules of
53 the Board; responsible for the conduct of all intergovernmental relations and
54 affairs; monitors State legislative and administrative activity affecting Sauk County;
55 proposes legislation or action on pending legislation affecting Sauk County;
56 considers matters not specifically assigned to other committees. Responsible for
57 policy direction and oversight to the following departments: County Administrator,
58 Corporation Counsel, County Clerk, Emergency Management. This committee
59 shall also have oversight of the Veteran Services Office.

60
61 Comprised of members from: **The Executive & Legislative Committee shall be**
62 **composed of the Chair and Vice-Chair of the Board, along with the Chair of**
63 **the other Standing Committees. The Chair of the Committee shall vote only**
64 **in the case of a tie.** The County Clerk shall serve as secretary to this committee.
65 The County Administrator, Corporation Counsel, and County Clerk shall serve as
66 *ex officio* members of this committee without voting privileges. **Members: 9.**

67
68 **FINANCE, PERSONNEL & INSURANCE COMMITTEE**

69 Responsible for financial policy initiation and review of all County fiscal matters,
70 including reviewing and possibly revising the annual County operating budget,
71 submitted to the Committee by the County Administrator, for presentation to the
72 Board. Reviews County investment and banking policies; manages County
73 general fund and contingency fund; reviews per diem and mileage for all
74 committees, commissions, boards or councils; recommends approval of County
75 audit report; receives all special gifts and grants made in favor of the County.
76 Responsible for policy jurisdiction over all County personnel matters including:
77 recruitment and selection; collective bargaining and contract administration;
78 employee relations; salary administration for all appointed and elected personnel;
79 classification systems; employee training; fringe benefits; and reviews all new
80 position requests and vacant positions. Oversees the County's safety program and
81 safety training. Provides for all property, liability, and worker's compensation
82 insurance needs for the County. Provides policy direction and oversight to
83 Accounting, County Treasurer, the Personnel Department and Risk/Safety
84 Manager. **Members: 9.**

85
86 **HEALTH RESOURCES**

87 Responsible for policy direction and oversight of Health Department pursuant to
88 Wis. Stat. Chs. 250 through 255 relating to public and environmental health
89 matters. See, Sauk Co. Code Ch. 3. Responsible for policy direction and oversight
90 for Human Services Department pursuant to Wis. Stat. chs. 46 and 51 and Wis.
91 Stat. § 59.53 to oversee social services and community programs. **Members: 9;**
92 **5 Supervisors, 1 M.D., 1 R.N., One member that represents the diversity of**
93 **the county, 1 member who receives, or has a family member that receives,**
94 **services from the Department of Human Services.**

95
96 **LAND RESOURCES & ENVIRONMENT COMMITTEE**

97 Responsible for policy direction for County planning, land use regulations,
98 surveying, remonumentation, mapping and uniform rural building identification
99 system, land records modernization activities. Serves as the County Zoning
100 Agency pursuant to Wis. Stat. § 59.69. Establishes policies relating to planning,
101 acquisition, development and maintenance of County owned park and recreation

102 sites. Responsible for natural resource management, resource conservation and
103 environmental protection including soils, water, forestry and wildlife resources
104 through participation in various federal, state and local programs. Responsible for
105 developing sustainable practices within County operations and serving in an
106 advisory capacity regarding "green technologies." Responsible for the
107 development and implementation of the Sauk County Outdoor Recreation Plan.
108 Responsible for review and approval of vouchers related to the Sauk County
109 Outdoor Recreation Plan. Oversees operation of farmland located at the original
110 Sauk County Health Care Center. Serves as the Farmland Preservation Review
111 Committee. Also, jointly responsible with the Area Extension Director for oversight
112 of University of Wisconsin-Madison, Division of Extension educational
113 programming in agriculture and natural resources, community and economic
114 development, family living, 4-H and positive youth development, horticulture, and
115 County tourism and promotion activities on behalf of the Board.

116
117 **Members: 9; 7 Supervisors, 6 of whom shall be Supervisors from districts**
118 **that have at least a portion of their district in County Zoning, 1 Citizen who**
119 **meets the requirements of Wis. Stat. § 92.06(1)(b)(2), 1 citizen may be**
120 **appointed who shall be a public school administrator in the County. If there**
121 **is no school administrator appointed then a Supervisor shall be appointed**
122 **to fill that spot on the committee.** Pursuant to Wis. Stat. § 92.06(1)(b)(2) the
123 designee shall be a person who is engaged in agricultural use, as defined under
124 s. 91.01 (2)(a)1, and shall be a member of the Committee but shall refrain from
125 discussion and voting on any matter where the Committee is acting as the County
126 Zoning Agency. A public school administrator, if one is appointed, shall be a
127 Member of the Committee but shall refrain from voting on matter not related to UW-
128 Extension. Members of this committee shall serve on the lake protection districts.
129 Provides policy direction and oversight to the following departments: Land
130 Resources and Environment; Parks; County Surveyor; Land Information Officer;
131 Register of Deeds; and Mapping.

132 133 134 **LAW ENFORCEMENT & JUDICIARY COMMITTEE**

135 Responsible for exploration of justice alternatives. Provides policy direction and
136 oversight on behalf of the Board to the following departments: District Attorney,
137 Coroner, Clerk of Courts, Court Commissioner, Register in Probate, Child Support,
138 and Circuit Court Judges, Sheriff, and the Animal Shelter. **Members: 9.**

139 140 **PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE**

141 Responsible for policy direction in design, construction and maintenance of all
142 County roads and expenditure of highway maintenance funds received from the
143 state or County, including planning, development of, and maintenance of all
144 structures required for storage, maintenance and operations relating to the
145 Highway Department. Pursuant to Wis. Stat. § 83.015(1)(c), this Committee is
146 designated the County Highway Committee and each member is appointed and
147 vacancies filled pursuant to the procedures contained in these Rules. Responsible
148 for policy direction and oversight for Highway Department. Responsible for
149 providing policy direction with regard to matters involving County property. Handles
150 all matters relating to the acquisition of real property, construction, building
151 improvements, repair or maintenance not specifically delegated to other
152 committees. Responsible for planning and implementation of space use in County

buildings. Oversees the appraisal and sale of tax delinquent County property by the County Treasurer and reviews the disposition of, or the granting of easements on, County real property. Responsible for the physical management requirements associated with the closed Sauk County Landfill. Approves the use of County owned property by non-County groups when such property is not under the direct purview of another committee. Oversees communications infrastructure, including fiber optic cable, towers, and associated equipment. Responsible for the overall information technology requirements for all departments and agencies of Sauk County. Responsible for oversight of the Management Information Systems department. Provides overall planning and long-range forecasting for the information systems needs of Sauk County. Provides oversight to the Building Services Department **Members: 9.** [Drafter's Note: Elimination of the Communications & Infrastructure Committee and transfer of its functions to the Property Committee was approved on April 29, 2019 but is not effective until April 21, 2020]

Approved for presentation to the County Board by the Executive & Legislative Committee, this _____ day of December, 2023

Consent Agenda Item: [] YES [x] NO

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

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


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


12.09.2023


Offered and passage moved by:


Timothy McCumber ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


John Dietrich ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Brian Peper ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Carl Gruber ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Marty Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Fiscal Note: The budget includes Per Diem and mileage expense for committee meetings.

MIS Note: None

RESOLUTION # 90 - 2023

A resolution to accept additional funding from the Department of Health for the Independent Living Supports Program and to use the funding to increase an 80% Information & Assistance (I & A) to full time equivalent (FTE) and amend the 2024 budget.

Resolution offered by the Aging and Disability Resource Governing Committee, Finance Committee, and Personnel & Insurance Committee.

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

BACKGROUND: The Sauk County Aging and Disability Resource Center was awarded the Independent Living Supports Program grant in March of 2023. Due to unforeseen issues, the grant has been more cumbersome to administer than the state initially planned. As a result, the Department of Health has offered more administrative funding to the ADRC.

One of the ADRC's Information & Assistance Specialists works an .80 FTE. She has agreed to go to full time January 1, 2024, devoting .20 FTE to the Independent Living Supports Program. The funding will only last one year and she has agreed to return to .80 FTE in 2025. The funding covers 20% of wages and benefits.

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 2024, the .80 FTE Information & Assistance Specialist will be reclassified to full time for the year 2024 only. The additional .20 FTE will be devoted to the Independent Living Supports Program.


BE IT FURTHER RESOLVED, that the 2024 ADRC budget will be amended to include \$24,044.00; \$17,192.00 in wages and \$6,852.00 in Fringe. No levy is required.

Approved for presentation to the County Board this 19th day of December 2023.

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: 12.14.2023

Offered and passage moved by:

SAUK COUNTY AGING & DISABILITY RESOURCE CENTER GOVERNING COMMITTEE


DENNIS POLIVKA, CHAIR

JUDY ELLINGTON

GAILE BURCHILL

KRISTIN WHITE-EAGLE

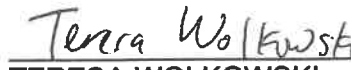

ANDREA LOMBARD

LAURIE GRILL


WILLIAM STEHLING


TUT GRAMBLING


THOMAS DOERNER



TERESA WOLKOWSKI

PERSONNEL & INSURANCE COMMITTEE

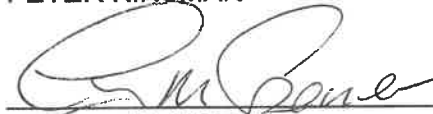
FINANCE COMMITTEE


CARL GRUBER, CHAIR


MARTY KRUEGER, CHAIR

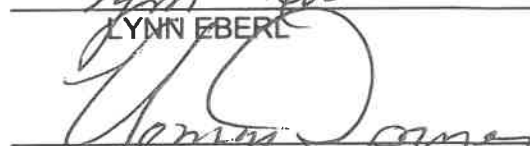

PETER KINSMAN


RICHARD "MIKE" FLINT


TERRY SPENCER


LYNN EBERLE

ROBERT PROSSER


THOMAS DOERNER

JAMES ROXEN

TIMOTHY MCCUMBER

Fiscal Note: The program cost and funding for these additional funds in 2024 is \$24,044.00

Program funding (DHS)	\$24,044.00
Budgeted Levy	\$0.00
General Fund Balance	\$0.00
TOTAL	\$24,044.00

Program Expenses	
.20 FTE Staff	\$17,192.00
Benefits	\$6,852.00
MIS	0.00
Training/mileage/supplies	0.00
TOTAL	\$24,044.00

MIS Note: No information systems impact.

RESOLUTION # 91 - 2023

Resolution Accepting a Hazard Mitigation Grant, authorizing a Contract with Civi Tek Consulting, LLC For Hazard Mitigation Plan Updates, included in the 2024 Budget.

Resolution offered by the Executive and Legislative Committee

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

BACKGROUND: Sauk County is required to maintain a plan to mitigate potential hazards. The Federal Emergency Management Agency (FEMA) requires that the County's plan be updated every five years. This plan was last updated in 2019 by Civi Tek Consulting, LLC and expires in 2024. As Civi Tek Consulting LLC developed the existing plan, they are best positioned to perform the current update. To reduce costs, FEMA and Wisconsin Emergency Management recommended the use of a prior contractor. On October 2, 2023, the Federal Emergency Management Agency, working through Wisconsin Emergency Management, awarded Sauk County Emergency Management up to \$34,188.88 for the plan update. Federal award is \$25,641.66 (75%), Sauk County match is \$8,547.22 (25%).

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the grant is accepted for hazard mitigation planning and a contract with Civi Tek Consulting, LLC for a total of \$34,188.88 is hereby approved; and,

BE IT FURTHER RESOLVED that Sauk County Administrator is authorized to enter in a contract with Civi Tek Consulting LLC for Hazard Mitigation Plan Updates.

Approved for presentation to the County Board by the Executive and Legislative Committee, this 5th Day of December, 2023.

Consent Agenda Item: [] YES [X] NO

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

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

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, _____, Date: 12.09.2023

Offered and passage moved by:


Timothy McCumber

☒ Aye ☐ Nay ☐ Abstain ☐ Absent



John M. Dietrich

☒ Aye ☐ Nay ☐ Abstain ☐ Absent



Brian L. Peper

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

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Carl Gruber ☒ Aye ☐ Nay ☐ Abstain ☐ Absent



Martin F. Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Fiscal Note: Federal Grant funds of \$25,641.66 (75%) will be received to fund update to Sauk County's Hazard Mitigation Plan. In-kind match of 2024 budget will be used to meet the County's responsibility in the amount of \$8,547.22 (25%) for a total expenditure of \$34,188.88.

MIS Note: No MIS Note.

RESOLUTION #

92-2023

Resolution Authorizing the Purchase of a Replacement Electronic Health Records System for the Health Department and Amending the 2024 Budget

Resolution offered by the Finance Committee, Executive and Legislative Committee, and the Sauk County Board of Health.

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

BACKGROUND: Sauk County Public Health utilizes an Electronic Health Records system (EHR) purchased in 2012 to support the provision of Home Care Services, which were the primary focus of the Health Department at that time. Today the Department no longer provides these services, and this system lacks the functionality necessary to meet the Department's current business requirements.

In September, the MIS Department initiated a Request for Proposal for a replacement system. This resulted in the receipt of proposals from six vendors. After a careful review by the Health Department, it was determined that the proposed system from Champ Software, INC (Nightingale Notes EHR) was the best system proposed to support the provision of Public Health Services by Sauk County.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, that the purchase of Nightingale Notes EHR software from Champ Software, INC, at an initial cost of \$51,797, and estimated recurring annual support and licensing fees of \$34,097, be hereby approved; and,

BE IT FURTHER RESOLVED, that the 2024 Sauk County Budget for the Health Department be amended to include \$51,797 from the Public Health Workforce Grant to support the acquisition of this system; and,

BE IT FURTHER RESOLVED, that the Sauk County MIS Director is delegated the authority to enter into any agreements related to the purchase of said system on behalf of Sauk County.

Approved for presentation to the County Board by the Sauk County Board of Health and the Executive and Legislative and Finance Committees, this 19th day of December 2023.

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

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

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

12.14.2023

Offered and passage moved by:

Sauk County Board of Health:

Pat Rego

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Rebecca Klitzke

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Thomas Dorner

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

David Clemens

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Dr. Angela Hanley

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Kiana Li Beaudin

☐ Aye ☐ Nay ☐ Abstain ☒ Absent

Dr. Barclay Shultz

☐ Aye ☐ Nay ☐ Abstain ☒ Absent

Executive and Legislative Committee:

Timothy McCumber

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

John M. Dietrich

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Brian L. Peper

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Carl Gruber

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

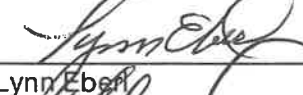
Marty Krueger


☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Finance Committee:


Marty Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Richard "Mike" Flint ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

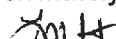

Lynn Eber ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Thomas Dörner ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

☐ Aye ☐ Nay ☐ Abstain ☐ Absent
Timothy McCumber

Fiscal Note:

The \$51,797 for the acquisition of the system in 2024 will be derived from the Public Health Workforce Grant revenue. Subsequent annual costs for licensing and support, estimated to be \$34,097, will be budgeted from tax levy.

The support cost for the current system is approximately \$27,000 annually. This will be discontinued once the new system is in place. 

MIS Note:

The proposed system is cloud-based and does not require the purchase of additional hardware infrastructure to support system operation.

Three Year Cost of Ownership Comparison - Health Dept EHR

Type	Vendor	Project Elements	One Time Costs	Year 1	Year 2	Subsequent Years	Est 3 YR TCO*
<u>Softbir</u>							
		Impelmentation	145,000				
		Integrations	15,000				
		Customizations					
		Training	25,000				
		Requirements Gathering					
		Licensing		25,000	25,000	25,000	25,000
		Support			12,000	12,000	12,000
		Maintenance			7,500	7,500	7,500
		Hosting			32,500	32,500	32,500
		Data Migration	5,000				
		Integrations	5,000				
		Softbir Totals	195,000	25,000	77,000	77,000	374,000
<u>Syra Health</u>							
		System Installation	236,040				
		Training		4,800	4,800	4,800	4,800
		Infrastructure Costs		42,000	42,000	42,000	42,000
		Licensing		60,000	60,000	60,000	60,000
		Syra Health Totals	236,040	106,800	106,800	106,800	556,440
<u>Patagonia Health</u>							
		System Build	49,880				
		Training	11,000				
		License / Hosting / Support		40,739	50,742	52,579	52,579
		Patagonia Totals	60,880	40,739	50,742	52,579	204,940

Type	Vendor	Project Elements	One Time Costs	Year 1	Year 2	Subsequent Years	Est 3 YR TCO*
<u>E*HealthLine</u>							
		Licensing	354,800				
		Installation	116,850				
		Third Party SW	39,806				
		Training	17,300				
		Maintenance / Support		47,398	47,398	47,398	
		E*HealthLine Totals	528,756	47,398	47,398	47,398	670,950
<u>Data Systems Integrations</u>							
		System Installation	695,500				
		Perpetual License		34,000	105,050	108,212	
		Data Systems Integrations Totals	695,500	34,000	105,050	108,212	942,762
<u>Champ Software</u>							
		System Installation	6,000				
		Training	10,200				
		Licensing		30,813	30,813	30,813	
		zoom Professional lic		1,800	1,800	1,800	
		Activity Clearing House		660	660	660	
		Teletask Auto Messaging		500	500	500	
		Acuity Self Scheduling		324	324	324	
		SSO	1,500				
		Champ Software Totals	17,700	34,097	34,097	34,097	119,991

* TCO figures are based upon estimated annual support quotes - actual year 2 and year 3 annual costs may vary depending upon the term of the support contract.

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2
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**
4 **ORDINANCE AMENDMENT # 9-2023**
5

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

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

12 **BACKGROUND:**
13

14 Background: Gerald and Linda White own property in the NW ¼, SW ¼, Section 13, T12N,
15 R3E, Town of Ironton, and has requested a map amendment (rezoning) of property legally
16 described pursuant to petition 10-2023 from an Agriculture zoning district to an Exclusive
17 Agriculture zoning district. The intent of the map amendment (rezoning) being to revert
18 the property to the previous Exclusive Agriculture zoning after a previous use has been
19 discontinued.
20

21 Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and
22 amend a zoning ordinance. At a public hearing held by the Land Resources and
23 Environment (LRE) Committee on November 28, 2023; the LRE Committee made findings
24 pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the
25 map amendment.
26

27 Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local
28 governmental unit that affects land use shall be consistent with the comprehensive plan.
29 The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors
30 in 2009, defines managing and focusing "on efficient land use patterns that promotes
31 redevelopment of under-utilized lands. It sets limits on outward growth, incorporates
32 permanent land preservation techniques, and achieves livable communities." Upon
33 evaluation of the request, the Land Resources and Environment Committee found that the
34 rezone request to an Exclusive Agriculture zoning district maintains this objective.
35

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

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

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

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

45 Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk
46 County, Wisconsin, is amended as follows:
47

48 Rezone of approximately 2.066 acres of tax parcels 022-0315-00000 and 022-0315-
49 10000 from an Agriculture Zoning District to an Exclusive Agriculture Zoning District.
50

51 Approved for presentation to the County Board by the Land Resources and Environment

Committee this 19th day of December 2023.

Consent Agenda Item: [] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as
reviewed by the Corporation Counsel, [Signature], Date:
12.12.2023.

Offered and passage moved by:

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
MARTY KRUEGER, CHAIR

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
PETER KINSMAN, VICE CHAIR

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
DENNIS POLIVKA

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
ROBERT SPENCER

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
BRANDON LOHR

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
LYNN EBERL

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
VALERIE MCAULIFFE

Fiscal Note:

MIS Note:

1
2
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**
4 **ORDINANCE AMENDMENT # 10-2023**
5

6 **Ordinance Amendment to approve a map amendment (rezoning) of lands in the**
7 **Town of Baraboo from a Commercial to a Resource Conservancy Zoning District**
8 **filed upon John Wells, property owner.**
9

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

12 **BACKGROUND:**
13

14 Background: John Wells owns property in the NW ¼, NE ¼, and NE ¼, NE ¼, Section 21,
15 T12N, R6E, Town of Baraboo, and has requested a map amendment (rezoning) of
16 property legally described pursuant to petition 15-2023 from a Commercial zoning district
17 to a Resource Conservancy zoning district. The intent of the map amendment (rezoning)
18 being to allow for the construction of a single-family residence.
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 November 28, 2023; 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 a Resource Conservancy 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 tax parcel 002-0633-10000 from a Commercial Zoning District to a Resource
48 Conservancy Zoning District.
49

50 Approved for presentation to the County Board by the Land Resources and Environment
51 Committee this 19th day of December, 2023.

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, Bryant, Date:
12-12-2023.

Offered and passage moved by:

Marty Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
MARTY KRUEGER, CHAIR

Peter Kinsman ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
PETER KINSMAN, VICE CHAIR

Dennis Polivka ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
DENNIS POLIVKA

Robert Spencer ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
ROBERT SPENCER

Brandon Loehr ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
BRANDON LOHR

Lynn Eberl ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
LYNN EBERL

Valerie McAuliffe ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
VALERIE MCAULIFFE

Fiscal Note:

MIS Note:

1
2
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**
4 **ORDINANCE AMENDMENT #** 11 - 2023
5

6 **Ordinance Amendment to approve a map amendment (rezoning) of lands in the**
7 **Town of La Valle from an Agriculture to a Commercial Zoning District filed upon**
8 **Jay's Holdings LLC, property owner.**
9

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

12 **BACKGROUND:**
13

14 Background: Jay's Holdings LLC owns property in the SW ¼, SW ¼, Section 21, T13N,
15 R3E, Town of La Valle, and has requested a map amendment (rezoning) of property
16 legally described pursuant to petition 13-2023 from an Agriculture zoning district to a
17 Commercial zoning district. The intent of the map amendment (rezoning) being to expand
18 an existing commercial zoning district by 7.9 acres to expand a warehouse facility for
19 storage of boats, utv's, and campers.
20

21 Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and
22 amend a zoning ordinance. At a public hearing held by the Land Resources and
23 Environment (LRE) Committee on November 28, 2023; the LRE Committee made findings
24 pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the
25 map amendment.
26

27 Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local
28 governmental unit that affects land use shall be consistent with the comprehensive plan.
29 The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors
30 in 2009, defines managing and focusing "on efficient land use patterns that promotes
31 redevelopment of under-utilized lands. It sets limits on outward growth, incorporates
32 permanent land preservation techniques, and achieves livable communities." Upon
33 evaluation of the request, the Land Resources and Environment Committee found that the
34 rezone request to a Commercial zoning district maintains this objective.
35

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

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

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

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

45 Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk
46 County, Wisconsin, is amended as follows:
47

48 Rezone of approximately 7.9 acres of tax parcel 024-0569-10000 from an Agriculture
49 Zoning District to a Commercial Zoning District.
50

51 Approved for presentation to the County Board by the Land Resources and Environment

Committee this 19th day of December, 2023.

Consent Agenda Item: [] YES [X] NO

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

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, [Signature], Date: 12.12.2023

Offered and passage moved by:

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
MARTY KRUEGER, CHAIR

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
PETER KINSMAN, VICE CHAIR

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
DENNIS POLIVKA

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
ROBERT SPENCER

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
BRANDON LOHR

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
LYNN EBERL

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
VALERIE MCAULIFFE

Fiscal Note:

MIS Note:

RESOLUTION# 93-2023

Resolution to deny a proposed rezone petition 14-2023

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Clayton Yoder owns property in the NW ¼, NE ¼, Section 35, T11N, R4E, Town of Westfield, and has requested a map amendment (rezoning) of property legally described pursuant to petition 14-2023 from an Exclusive Agriculture zoning district to an Agriculture zoning district. The intent of the map amendment (rezoning) is to allow the property owner to apply for a permit for a kennel.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. A public hearing held by the Land Resources and Environment (LRE) Committee on November 28, 2023. On December 14, 2023 the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended denial rezone petition 14-2023.

The Land Resources and Environment Committee, being fully informed of the facts and after full consideration of the matter, made the following findings and recommendation, which the Sauk County Board of Supervisors has determined are reasonable. The Land Resources and Environment Committee reviewed §7.150(9) of the Sauk County Zoning Ordinance. The Committee concluded the following:

1. The uses permitted by the proposed map amendment (rezoning) are not appropriate for the area.
2. The land is not better suited for a use not allowed in the exclusive agriculture district.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors accepts the foregoing as the Land Resources and Environment report recommending denial of rezone petition 14-2023, to rezone property from Exclusive Agriculture Zoning District to Agriculture Zoning District described as NW ¼, NE ¼, Section 35, T11N, R4E, Town of Westfield.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that rezone petition 14-2023, to rezone property from Exclusive Agriculture Zoning District to Agriculture Zoning District described as NW ¼, NE ¼, Section 35, T11N, R4E, Town of Westfield is hereby denied. Within seven (7) days of passage, the County Clerk shall send a certified copy along with the final results of the County Board's decision to the petitioner and the Westfield Town Clerk.

Approved for presentation to the County Board by the Land Resources and Environment Committee this 19th day of December, 2023.

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

Vote Required: Majority = X 2/3 Majority = _____ ¾ Majority = _____

52
53 The County Board has the legal authority to adopt: Yes ☒ No _____ as
54 reviewed by the Corporation Counsel, Bryan [Signature], Date:
55 12-14-2023
56

57
58 Offered and passage moved by:

59
60 Marty Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
61 MARTY KRUEGER, CHAIR
62
63 Peter Kinsman ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
64 PETER KINSMAN, VICE CHAIR
65
66 Dennis Polivka ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
67 DENNIS POLIVKA
68
69 Robert Spencer ☐ Aye ☐ Nay ☐ Abstain ☒ Absent
70 ROBERT SPENCER
71
72 Brandon Lohr ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
73 BRANDON LOHR
74
75 Lynn Eberl ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
76 LYNN EBERL
77
78 Valerie McAuliffe ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
79 VALERIE MCAULIFFE
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89 Fiscal Note: No Impact Just

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91 MIS Note:

RESOLUTION # 94 - 2023

Resolution Authorizing the County Administrator 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 County Administrator is hereby authorized to submit the MDV application.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19th day of December 2023.

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:





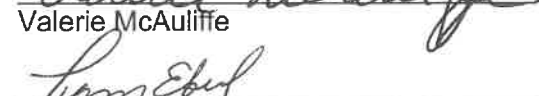

12-12-2023

Offered and passage moved by: Land Resources and Environment Committee

Marty F. Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Marty Krueger, Chair

Peter Kinsman ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
Peter Kinsman, Vice Chair

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	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Brandon Lohr				
	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dennis Polivka				
	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Robert Spencer				
	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Valerie McAuliffe				
	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Lynn Eberl				
	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Randy Puttkamer				

Fiscal Note: The proposed 2024 Land Resources and Environment Department budget shows potential funding 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, 2024.

MIS Note: No Impact

RESOLUTION # 95-2023

Resolution to Authorize Continued County Participation in the Wildlife Damage Abatement Program and the Wildlife Damage Claim Program

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Animal Plant Health Inspection Service – Wildlife Services (APHIS-WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). The APHIS-WS program was designed to cooperate with states, local jurisdictions, individuals, public and private agencies, organizations, and institutions to conduct a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases or animal species that are injurious and/or a nuisance to, among other things; agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety. In 1983, the Wisconsin State Legislature established the Wildlife Damage Abatement Claim Program (WDACP) through the Wisconsin Department of Natural Resources (WDNR) to work in partnership with the USDA on wildlife damage efforts in Wisconsin. Wisconsin Statute 29.889 (4)(a) identifies that in order to be eligible for wildlife damage abatement assistance, the land for which assistance is sought is required to be located in a county which is participating in the administration of the wildlife damage abatement program. Sauk County has participated in the APHIS-WS program since 1984 and is required to sign a five-year Cooperative Service Agreement effective January 1, 2024, through December 31, 2028.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby authorizes the Administrator to sign a Cooperative Agreement (attached) with the WDNR and the USDA to administer the APHIS-WS program from January 1, 2024 through December 31, 2028, in partnership with the WDNR and USDA; and,

BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors designates the Land Resources and Environment Committee as the oversight committee per the requirements of Section III of the Cooperative Service Agreement.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19th day of December, 2023.

Consent Agenda Item: [] YES [] NO

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

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

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

12.12.2023

Offered and passage moved by:


Marty Krueger, Chair

☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Peter Kinsman, Vice Chair

☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Brandon Lohr

☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Dennis Polivka

☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Robert Spencer

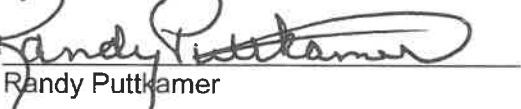
☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Valerie McAuliffe

☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Lynn Eberl

☐ Aye ☐ Nay ☐ Abstain ☒ Absent


Randy Puttkamer

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Fiscal Note: Funds for this program are reimbursed by the WDNR on an annual basis. The proposed 2024 LRE budget contains \$20,017. Minimal staff time is used in the administration of this program.

MIS Note: No impact.

COOPERATIVE SERVICE AGREEMENT
between
SAUK County
and
WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to cooperate in a County/State/Federal black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey and Sandhill crane damage management program. The primary objective is to provide commercial agricultural producers the necessary technical and/or operational assistance in identifying, abating, managing, and assessing damage with the species listed.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to

APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The County (Cooperator) agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

County Cooperator Representative:
Melissa Schlupp
West Square Building, Room 248
505 Broadway
Baraboo, WI 53913
608-355-3245
Melissa.schlupp@saukcountywi.gov

WDNR Representative:
Brad Koele
Wildlife Damage Specialist
WDNR Bureau of Wildlife Management
8770 Hwy J
Woodruff, WI 54568
608-576-3914
Bradley.Koele@wisconsin.gov

2. To authorize APHIS-WS to conduct direct control activities and/or technical assistance to reduce commercial agricultural damage associated to wildlife damage caused by the species identified in the Work Plan. Activities are defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by Wildlife Damage Abatement and Claims Program (WDACP) enrollees. These program enrollees will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial

Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by all parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To designate APHIS-WS the County authorized individual whose responsibility shall be coordination and administration of WDACP activities conducted pursuant to this Agreement.
7. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
8. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel. APHIS-WS will recognize the County as the lead cooperator in this Agreement and the WDNR for providing overall program oversight. APHIS-WS will coordinate activities with the County and WDNR.
9. To obtain the appropriate permits for removal activities for species listed in the Work Plan.
10. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Daniel Hirschert
WI State Director
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590
608-837-2727
Daniel.L.Hirschert@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work Plan, Plan of Administration, and Financial Plans (Attachments A-C). APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan, Plan of Administration, and Financial Plan of this agreement.
3. Designate to the County and WDNR the authorized APHIS-WS employee who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement. APHIS-WS employees' rights will be governed by applicable Federal personnel laws, rules, and regulations. County employees' rights will be governed by County ordinances, Personnel Policy, and Union contracts where applicable.
 - a. APHIS-WS will designate the District Supervisor and/or Assistant District Supervisor as the authorized representative who will provide immediate direction and guidance to personnel in performing activities outlined in this Agreement, to include:
 - i. adequate numbers of qualified personnel to initiate and conduct the wildlife damage management activities outlined in the Work Plan of this Agreement.
 - ii. training, technical supervision, and coordination of activities as outlined in the Work Plan of this Agreement.
 - iii. to arrange for office space and provide equipment and other miscellaneous needs for personnel assigned to this program as outlined in the Work Plan of this Agreement.
4. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
5. To invoice the County quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the County shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations. APHIS-WS agrees to handle cooperative finances and budgeting as outlined in the Financial Plan of this Agreement.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on January 1, 2024 and shall continue through December 31, 2028. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

County Tax ID No.: 39-6005740

WDNR Tax ID No.: 396006436

APHIS-WS's Tax ID: 41-0696271

County:

BY: _____ Date _____

Name/ Title:

505 Broadway,
Baraboo, WI 53913

Wisconsin Department of Natural Resources:

BY: _____ Date _____

Eric Lobner, Bureau Director

Wisconsin Department of Natural Resources

101 S. Webster Street

Madison, WI 53707-7921

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____

Daniel Hirschert, State Director

USDA, APHIS, WS

732 Lois Dr.

Sun Prairie, WI 53590

BY: _____ Date _____

Keith Wehner, Eastern Region Director

USDA, APHIS, WS

920 Main Campus Dr, Suite 200

Raleigh, NC 27606

ATTACHMENT A WORK PLAN

In accordance with the Cooperative Service Agreement between the County, WDNR and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State, and local agencies, private organizations and individuals.

The APHIS-WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Objectives and need for assistance: Agricultural producers need professional wildlife damage management assistance in identifying, abating, and assessing black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey, and sandhill cranes damage. APHIS-WS’s objective will be to provide that assistance.

Expected results or benefits: The benefits to be derived from a cooperative black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey, and Sandhill cranes management program include timely availability of the necessary wildlife damage management expertise, technical assistance, loans of necessary abatement equipment, and crop/livestock damage appraisal services for producers experiencing conflicts with one of more of these species. The intended result will be wildlife damage relief.

Planned APHIS-WS Activities

1. Approach: The proposed wildlife damage management program will be comprised of education, extension, technical assistance, and operational efforts. When complaints occur, an evaluation of the situation will be made to determine what appropriate action should be taken. APHIS-WS will consider all applicable methods and combinations of techniques available to alleviate the conflict. APHIS-WS will recommend an integrated wildlife damage management approach which may consist of elements such as: changes in farming or livestock practices, loan of damage abatement equipment, installation of cost-shared permanent fences, WDNR issued shooting permits, and crop damage compensation (WDNR funded). Specific abatement measures to be considered are outlined in Attachment B.

2. Resources Required: Overall supervision and program direction will be provided by the APHIS-WS State Director. Immediate supervision and program direction will be provided by the APHIS-WS District Supervisor and/or Assistant District Supervisor. All County Wildlife Damage Abatement and Claims Program (WDACP) funds will be managed as an integral part of the APHIS-WS districts WDACP budget. Specific financial details are outlined in Financial Plan.
3. Procurement: Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by APHIS-WS as outlined in the Financial Plan. All WDACP expenditures will be processed through APHIS-WS financial administrative systems (FMMI) and charged to the County WDACP account as outlined in the APHIS-WS District WDACP budget.
4. Stipulations and Restrictions: APHIS-WS activities under this cooperative effort will be limited to the State of Wisconsin. Techniques will be environmentally sound, safe, and effective. Wildlife damage management activities will be performed within the policy guidelines of APHIS-WS, the State of Wisconsin, and the County in compliance with applicable State and Federal regulations.
5. Reports: Upon request, APHIS-WS will provide an annual report to the County on APHIS-WS activities conducted under this Cooperative Agreement.

Effective Dates

This agreement shall become effective on January 1, 2024 and continue through December 31, 2028 unless otherwise modified or terminated as described in ARTICLE 12.

ATTACHMENT B
WISCONSIN WILDLIFE DAMAGE ABATEMENT & CLAIMS PROGRAM (WDACP)
PLAN OF ADMINISTRATION
SAUK COUNTY

As confirmed in the County Board of Supervisor's Resolution No. 87-2013, the County request to participate in the Wildlife Damage Abatement and Claims Program (WDACP), established under s. 29.889, Stats., and s. NR 12 Wis. Adm. Code. This Plan of Administration (Plan) outlines the relationships and duties of the County, the Wisconsin Department of Natural Resources (WDNR), and the United States Department of Agriculture, Animal Plant Health Inspection Services, Wildlife Services (APHIS-WS), herein called the parties. By submission of this Plan, the County agrees to fully comply with s. 29.889, Stats., s. NR 12, Wis. Adm. Code and the Wisconsin WDACP Technical and Field Manuals which are made a part of this Plan by reference.

1. Definitions: For the purposes of this Plan, the Parties accept the definitions found in s. 29.889(1) Stats. And s. NR 12.31 WI. Adm. Code. In addition, the Parties agree that:
 - a. "Improperly filed claim" means any wildlife damage claim received by WDNR which does not comply fully with all eligibility requirements of s. 29.889, Stats., s. NR. 12 Wis. Adm. Code or this Plan or procedures described in the WDACP Technical or Field Manual.
 - b. "Permanent fence contract" means any permanent fence contract written in accordance with the Wisconsin WDACP Technical Manual and designed to remain effective for a minimum of 15 years.
2. Level of Participation: The County agrees to administer the full WDACP.
3. Eligible Species: The County agrees to administer the WDACP with respect to the following wild animals: bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and Sandhill cranes * (**only become eligible for program benefits when a hunting season in Wisconsin has been established*).
4. Eligible Crops: The County agrees to provide WDACP services with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to crops that have been harvested for sale or further use but have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.
5. Delegation of Responsibility:
 - a. The County, through an established committee or through a county designee shall provide Administration of the County WDACP pursuant to s. 29.889, Stats., s. NR 12, Wis. Adm. Code including approval of: annual budget requests, permanent fence contracts, crop prices, properly filed wildlife damage claims, shooting permit compliance waivers, and enrollee appeals, (if any).

- b. APHIS-WS shall provide the field management of the County WDACP, including hiring, training, and supervising staff, providing program services, records management, purchasing, and equipment inventory.

6. Budgeting:

a. APHIS-WS agrees to:

- i. Prepare a WDACP budget proposal for the following calendar year for County review and approval by October 31 (or as negotiated).
- ii. Not bind the County to the expenditures of funds exceeding their total County WDACP budget.
- iii. Keep administrative costs to a minimum, by billing WDACP expenses to each County on a quarterly basis.

b. The County agrees to:

- i. Provide an annual budget request to WDNR by November 1 (or as negotiated) for the following calendar year. All budget requests will include cost estimates for administration, abatement, wildlife damage claims, and an estimated number of claimants.
- ii. Prepare quarterly (or as negotiated) reimbursement request to WDNR for eligible WDACP expenditures.
- iii. Not bind WDNR for expenditures beyond the approved County Plan of Administration. The County may request additional funding by written amendment. It is understood that additional funding is not guaranteed and is subject to fund availability.
- iv. Unless otherwise agreed upon, submit advance abatement and administrative fund requests that are compliant with s. 29.889 and NR 12, after submitting a final reimbursement request for previous year for which WDACP participation was approved.

c. WDNR Agrees to:

- i. Review and approve, amend, or deny the annual budget request in accordance with s. 29.889, Stats., s. NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34 (unless otherwise agreed upon), Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
- ii. Review and approve, amend, or deny reimbursement requests in accordance with s. NR 12.34 and s. NR 12.35, Wis. Adm. Codes.

- iii. Review and act on properly filed wildlife damage claim requests no later than June 1 following the calendar year in which damage occurred.
- iv. If eligible wildlife damage claims are submitted late by the County, WDNR may accept and process the claims if funds are available, and the payment will not adversely affect claimants for the proceeding calendar year claim payments.
- v. If statewide approved wildlife damage claims exceed available funds, claims shall be paid on a prorated basis as established in s. NR 12.37 (3) Wis. Adm. Code.

d. The Parties mutually recognize and agree:

- i. WDNR may not bind the State of Wisconsin to pay costs beyond the amount appropriated for the WDACP.
- ii. WDNR may defer until after July 1, the payment of County reimbursement requests beyond the initial 25% funds advancement.
- iii. The County and WDNR shall not restrict APHIS-WS to line items estimates in the WDACP budget if total expenditures, per expense category of abatement or administration, do not exceed the total budgeted amount approved by the County and WDNR.
- iv. The County WDACP budget may be spent in its entirety. Any unspent funds will remain with the WDNR WDACP program.
- v. Supplies, materials, and equipment will be purchased with WDACP funds. If this Agreement is terminated by any of the Parties, items purchased will be transferred within the WDACP for use or proceeds of items shall remain with the WDACP or returned for reimbursement if possible.
- vi. WDNR will not reimburse the cost of abatement measures unless those measures were prescribed and implemented according to the Wisconsin WDACP Technical Manual.
- vii. WDNR will not make payment for any wildlife damage claim which does not comply with all eligible requirements of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, or this Plan of Administration.

7. Recordkeeping:

a. APHIS-WS and the County agree to:

- i. Maintain record keeping practices and procedures that confirm to accounting practices directed by the WDNR and in compliance with s. NR 12, Wis. Adm. Code.

- ii. Make all records and files relating to the WDACP available to the other Parties, upon request.
- iii. Send copies of any WDACP documentation to the other Parties, upon request.
- iv. Use WDNR authorized databases and forms for billing and reporting.
- b. APHIS-WS agrees to: Maintain separate enrollee files and keep records of all abatement recommendations, appraisals, and all WDACP related interactions with each enrollee.
- c. The County agrees to: Direct all billings to WDNR, Wildlife Damage Specialist
- d. WDNR may: Conduct periodic audits of County record keeping procedures and prepare a written report to the County.
- e. The Parties recognize and agree: All WDACP records are subject to the Wisconsin Open Records Law s.16.61, Stats. Any WDACP records requested will be provided by the County, WDNR, and/or APHIS-WS, as applicable.

8. Abatement Measures:

- a. The parties mutually recognize and agree that:
 - i. WDNR shall maintain web pages detailing the WDACP and describing how services may be requested.
 - ii. All enrollees shall be required to have a signed enrollment form on file to meet the hunting requirements in s. 29.889 (7m), Stats., s. NR 12.36, Wis. Adm. Code prior to receiving WDACP assistance.
 - iii. All abatement measures recommended to alleviate wildlife damage shall conform to the procedures and priorities found in the Wisconsin WDACP Technical Manual and will be accepted by the County as complete and appropriate "recommended abatement". Other abatement measures may be used if approved in advance, in writing, by WDNR.
 - iv. In the event equipment loaned by APHIS-WS to an enrollee is damaged beyond normal wear and tear, the enrollee/owner shall be billed for parts and labor to repair the damaged equipment, or if repair costs exceed the value of the equipment, the enrollee will be billed for the replacement of the equipment. APHIS-WS agrees to invoice the enrollee for these costs through a separate Cooperative Service Agreement and deposit the proceeds in the County's WDACP account. If the enrollee refuses to pay:
 - 1. The County shall direct APHIS-WS to refuse abatement services until payment is made (consequently the enrollee would be ineligible for a wildlife damage claim) or

2. The County shall take a reasonable legal action to recover the loss of WDACP materials and/or equipment and deposit the proceeds in the County's WDACP account.
- v. Permanent fences for white-tailed deer or elk abatement shall only be recommended subject to the priorities and conditions set forth in the Wisconsin WDACP Technical Manual or as directed by WDNR.
1. A WDACP enrollee for which a permanent fence has been recommended and approved will be required to agree to the design of the fence in advance of letting the project for bid. The enrollee will be responsible for all materials and/or installation costs in excess of the low bid amount if the enrollee requests changes in the fence design subsequent to letting the bids for said fence.
 2. A permanent fence contract shall be signed by the enrollee/landowner, the County, WDNR, and APHIS-WS. This contract shall be registered with the appropriate County Register of Deeds.
 3. All aspects of permanent fencing projects shall comply with requirements in the Wisconsin WDACP Technical Manual.
 4. All permanent fences must be approved by the County and approved in writing by the WDNR prior to soliciting and awarding bids for materials and construction of the fence.
 5. All permanent fences that exceed the specification found in the Wisconsin WDACP Technical Manual must have prior written approval from WDNR.
 6. The County will pay the WDACP's 75% obligation for permanent high-tensile woven wire projects approved by the WDNR, when APHIS-WS has determined that the WDACP requirements for materials and construction have been met.
 7. An initial fence inspection will be completed by APHIS-WS and all information will be entered into the WDNR database including a copy of the registered permanent fence contract.
 8. APHIS-WS shall conduct inspections a minimum of once annually of all permanent fences cost-shared through the WDACP to ensure fence contract compliance. All inspection records will be annually recorded in the WDACP database.
 9. A penalty fee (*fee to be determined*) may be charged to the enrollee if the fence has been awarded and the enrollee withdraws or elects to NOT build the approved fence.

10. Enrollees will be denied additional full program WDACP assistance if a permanent fence has been recommended as the primary abatement and the enrollee refuses the fence. For as long as a permanent fence is the primary recommended abatement for that enrollee full WDACP program assistance (any abatement and/or claims) will be denied in all subsequent years until a fence is erected. NOTE: Enrollee may remain eligible for Act 82 permits, as long as all conditions for Act 82 enrollment have been met.

11. The contractor shall be liable for the payment of penalties to the WDACP accruing in the amount described in the permanent fence Bid Request, in the event the Contractor fails to meet the delivery and/or installation schedules as specified. Penalties, if applicable, shall be deducted from the payment that is owed to the contractor under the terms of the Bid and its associated bid conditions.

12. APHIS-WS will prepare all Satisfaction of Contract paperwork and record this paperwork with the appropriate county Register of Deeds, when the fence has reached the end of its 15-year term and/or when the contract has been otherwise satisfied (i.e., enrollee has provided payment to end the contract prior to the end of the 15-year term according to the pay back clause of the clause of the register permanent fence contract).

vi. Enrollees shall be encouraged to integrate sound conservation practices with their normal agricultural practices.

vii. The County, in accordance with s. NR 12.35(4) Wis. Adm. Code will not administer abatement measures to persons not cooperating with County personnel or the County's agents responsible for administering the County's WDACP. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.

b. WDNR and APHIS-WS agree to: Provide current information, as available, on the effectiveness of the above abatement measures and/or changes to the Wisconsin WDACP Technical Manual.

9. Wildlife Damage Claims:

a. APHIS-WS agrees to:

i. Advise the County WDACP enrollees in writing procedures and requirements for submitting a wildlife damage claim, and all other WDACP eligibility requirements through the use of the current program Farmers Fact sheet and/or other informational materials.

- ii. Require that potential claimants specify the location of damage, crop(s) being damaged, species of wildlife causing damage, and the date damage first occurred with a written, telephone, or personal consultation.
- iii. Require that enrollees have signed enrollment form(s) (WDNR form) on file to meet the hunting requirements in s. 29.889 (7M), Stats. And s. NR 12.36(2) Wis. Adm. Code.
- iv. Inspect reported damage to verify eligibility requirement and recommend abatement measures.
- v. Determine the amount of huntable land and the applicable number of hunters for each enrollee in accordance with s. NR 12.31(4) or (4e), Wis Adm. Code, notify each enrollee of the requirement to allow open public hunting or managed hunting access (at least 2 hunters per 40 acres of land suitable for hunting). Land suitable for hunting all eligible species other than deer and elk shall be determined in a manner consistent with s. NR 12.31(4e) Wis. Adm. Code. Participants who only receive a deer shooting permit and waive any eligibility to receive a wildlife damage claim payment or other WDACP program assistance, are exempt from the public hunting requirement (Act 82 enrollment), (s. NR 12.36 (1m) Wis. Adm. Code). Participants who receive abatement only on leased land properties for bear damages to apiaries are exempt from the public hunting requirements as defined in s. 29.889 (7m), Stats.
- vi. Prepare maps of properties enrolled in the WDACP that are required to open to the public for hunting the species causing damage. Maps must detail the acres enrolled, Township, Range, Section number(s), identifying owned and leased land properties enrolled, and the enrollee's contract information. APHIS-WS will obtain approval from the enrollee to assure that the map includes complete and accurate information regarding all properties enrolled. APHIS-WS staff will enter a copy of the map into the WDNR database, per the WDNR mapping guidelines.
- vii. Notify WDACP enrollees that any site will be ineligible if they fail to:
 - 1. Control hunting access on all contiguous land under the same ownership and control, except in situations involving apiaries on land not controlled by the enrollee as defined in s. 29.889 (7m), Stats.
 - 2. Allow public hunting for the species causing damage (two options available)
 - a. Open public hunting (OPH)
 - b. Managed Hunting Access (MHA) – the presence of 2 hunters per 40 acres of land suitable for hunting.

3. Sign the appropriate enrollment form(s) including obtaining landowner consent for enrollment of leased properties in a timely manner.
 4. File a wildlife damage complaint with APHIS-WS within 14 days of first damage each year.
 5. Follow APHIS-WS's recommended abatement according to the WDACP Technical Manual list of approved methods.
 6. Request an appraisal for each crop and/or cutting from APHIS-WS orally or in writing at least 10 days prior to the harvest of crops, and delay harvest of said crops for a period of up to 10 days to allow APHIS-WS time to appraise the unharvested crops, or until the appraisal is completed.
 7. Notify APHIS-WS if they charge any fees for hunting or hunting access, or any other activity that includes hunting for the species causing the damage.
- viii. Inspect the crop or individual fields identified by the enrollee, prior to harvest, and access the eligible wildlife damage and prepare a wildlife damage claim.
 - ix. Retain the claim until the end of the calendar year or end of the state harvest season for the enrolled species, whichever is later, to determine the enrollee's compliance with the WDACP requirements.
 - x. Establish, as described below, uniform unit prices for eligible crops and calculated the value of the eligible wildlife damage claims (see Mutual Agreement between all parties 4b).
 - xi. Ensure that crop damage resulting from improper crop management, compromised growing conditions and weather, or wildlife other than the covered species, is not included in the official crop damage appraisals conducted by APHIS-WS prior to preparation of the enrollee's official wildlife damage claim.
 - xii. Summarize and prepare the necessary WDNR forms for all wildlife damage claims for review by the County prior to the succeeding March 1st. Upon approval by the County, claims will be submitted to the WDNR, unless otherwise negotiated by the succeeding March 1st.
 - xiii. Notify, in writing, any enrollee whose wildlife damage claim has been rejected and provided the reason for the rejection, as well as the appropriate appeal procedures.

b. The County agrees to:

- i. Review and approve all properly filed wildlife damage claims.
 - ii. Establish crop prices in accordance with the WDACP Technical Manual or approve prices as recommended by APHIS-WS.
 - iii. Deny all wildlife damage claims for a crop site where an invalid enrollment form has been signed by the enrollee and filed with APHIS-WS
 - iv. Deny all wildlife damage claims where APHIS-WS did not receive a complaint within 14 days of first damage.
 - v. Deny all wildlife damage claims for crop sites where APHIS-WS abatement recommendations were not followed.
 - vi. Deny all wildlife damage claims for crops that were harvested before an appraisal request was made to APHIS-WS or before an appraisal was completed (within a 10-day period from notification of harvest).
 - vii. Deny all wildlife damage claims on row crops for damage occurring to these crops during a particular growing season after 90 percent of the County's harvest for this crop has been completed, as required by s. NR 12.37(1)(c), Wis. Adm. Code. The County may consult with the local FSA and UW extension offices for assistance in making the 90 percent determination (if desired).
 - viii. Deny all wildlife damage claims if an enrollee is not compliant with the prescribed harvest objective if issued a deer damage shooting permit, and the consulting group consisting of the County, the damage specialist and WDNR, does not collectively recommend an exemption to the harvest objective requirement.
 - ix. The County shall take reasonable legal action to recover claim payments made on the basis of fraudulent or negligent claims or statements.
- c. WDNR agrees to: Accept the amount of wildlife damage for all properly filed wildlife damage claims approved by the County as final for purposes of review.
- d. It is mutually agreed by the County, APHIS-WS, and WDNR that:
- i. Damage assessment for compensation will be performed by APHIS-WS staff in accordance with the Wisconsin WDACP Technical Manual and Field Handbook and will be accepted by the County as complete and accurate "assessed damage".
 - ii. Compensation prices will be developed by APHIS-WS using information from UW Extension and/or local marketplace data and proposed to the County for approval, each year. Such prices will be established according to procedures set forth in the Wisconsin WDACP Technical Manual. Such

prices will be applied to all individuals with eligible wildlife damage to those crops throughout the County.

- iii. Public complaints (abatement compliance, fraud, etc.) must be written and received by APHIS-WS by December 31st, to be given consideration in the wildlife damage claims determination process. Hunting access denial complaints shall be written and received by APHIS-WS within 10 days of hunting access denial to be given consideration in the wildlife damage claims determination process, as described in the WDACP Technical Manual.
- iv. The County will not administer a damage appraisal and/or claim to persons not cooperating with County personnel or its agent responsible for administering the County's Wildlife Damage Abatement and Claims Program. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the county or its agent, in writing to program enrollees.
- v. As required by s. NR 12.37(4)(a) 4.b., Wis. Adm. Code as part of the claims approval process, if an enrollee who has been issued a shooting permit is found not to be compliant with the harvest objective prescribed under his/her permit under s. NR 12.163(2)(a), Wisc. Adm. Code, then the County, its agent, and the department shall consult before making a collective recommendation to grant an exemption to the harvest objective requirement. This group shall review the evidence if there is consensus that an exemption is warranted, they shall recommend that the County designated committee charged with the approval of such damage claims, grant approval of the damage claim for the year in which the permit was issued. Compelling evidence that shall be used is detailed in s. NR 12.163(2)(b)2., Wis. Adm. Code.

10. Charges: The terms of this Agreement may be changed by written amendment approved by all Parties.

11. Termination:

- a. The County may terminate participation in the WDACP upon notifying WDNR in writing thirty (30) days prior to termination.
- b. WDNR shall terminate a County Plan of Administration if the County does not comply with all conditions of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, this Plan of Administration, the Wisconsin WDACP Technical Manual, or fails to properly report costs of the program or claims.
- c. WDNR agrees to reimburse the County for WDACP costs incurred and determined proper by DNR under this Plan of Administration prior to the effective date of termination.

- d. That upon termination of the Agreement, the County shall reimburse APHIS-WS for all County WDACP obligations created by APHIS-WS as a result of this Agreement and not previously reimbursed, to the limits of the County WDACP budget.
 - e. In the event that the County chooses to exercise its right to overrule APHIS-WS on a particular case under the general policy provision, APHIS-WS reserves the right to withdraw administrative and/or fiscal support of that case. Either action may occur without termination of this Agreement.
12. Length of Effect: This Plan shall remain in effect until December 31, 2028, unless otherwise changed or terminated as described in Article 12 and sections 10 and 11.

**ATTACHMENT C
FINANCIAL PLAN**

Annual Budgets will be completed by APHIS-WS representative, approved by all Parties, and signed by County, WDNR, and APHIS-WS representatives.

Financial Point of Contact/Billing Address:

County representative Name, Address,
Phone Number, Email

Melissa Schlupp
West Square Building, Room 248
505 Broadway
Baraboo, WI 53913
608-355-3245
Melissa.schlupp@saukcountywi.gov

APHIS-WS State Office Name, Address, Phone
Number, Email

Tina Stott, Budget Analyst
USDA, APHIS, WS
732 Lois Drive
Sun Prairie, WI 53590
608-478-3742
Tina.stott@usda.gov

RESOLUTION # 96-2023

Resolution Authorizing to contract with TelCom Construction, LLC for the relocation of Sauk County owned fiber optic cable at the intersection of CTH BD and N. Reedsburg Rd.; and Amend the 2023 Building Services Capital Outlay budget

Resolution offered by the Property Committee and Finance Committee

BACKGROUND: Sauk County owns and maintains over 196 miles of fiber optic network cable and conduit throughout the county. CTH BD and N. Reedsburg Rd is being reconstructed into a roundabout during the 2024 road construction season. It is the responsibility of the owner of the utility to re-route utilities at the owner's expense to avoid a construction conflict. The current Sauk County Facilities are in conflict with the new roundabout construction plans. Approximately 2,534' of new duct and new fiber optic cable will be installed during the re-route of County Facilities. Splicing of the new fiber will be completed by a county contractor. The non-budgeted project came in at a not exceed cost of \$66,500. Design/Engineering (\$10,500.00), labor and materials for conduit & fiber (\$43,00.00), splicing (8,000), & materials purchased by county (\$5,000). Building Services is asking to also amend the current 2023 Building Services Capital Outlay budget to add \$66,500 of general fund dollars to cover the cost of the project.

THEREFORE, BE IT RESOLVED THAT, the Sauk County Board of Supervisors, met in regular session, hereby authorizes the County Administrator to sign a contract with Telcom Construction to provide the labor at a cost of \$43,000 to relocate current Sauk County Fiber to a location that is not within conflict of the proposed roundabout plan at a cost of \$66,500.

Approved for presentation to the County Board by the Property Committee & Finance Committee, this 6th day of December 2023.

Consent Agenda Item: [] YES [X] NO

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

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

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, Boyd, Date: 12.12.2023

Offered and passage moved by **Property Committee:**

Carl Gruber
Carl Gruber

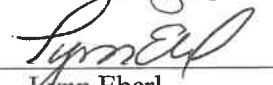
Mark "Smooth" Dettner
Mark "Smooth" Dettner

Joel Chrisler
Joel Chrisler

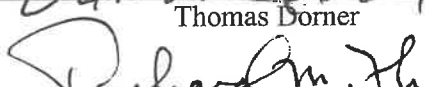
Robert Spencer
James Astle
Jim Astle

Finance Committee:


Martin F. Krueger


Lynn Eberl


Timothy McCumber


Thomas Dörner


Richard "Mike" Flint

Fiscal Note: The North Reedsburg Road fiber re-route project will begin in 2023 and be completed in 2024. \$66,500 of general fund balance will be added to the Building Services capital projects 2023 budget with unspent funds be carried forward into 2024 to complete the project.

MIS Note: A network wide outage will occur when the new fiber is spliced into the existing fiber

Company	Base bid for relocation of approx. 2,534' of new duct and fiber	Design/ Engineering	Splicing	Sauk County Materials	Project Total
Key Tower LLC	\$ 116,795	\$ 10,500	\$ 8,000	\$ 5,000	\$ 140,295
TelCom Construction LLC	\$ 43,000	\$ 10,500	\$ 8,000	\$ 5,000	\$ 66,500
J&R Underground	\$ 70,000	\$ 10,500	\$ 8,000	\$ 5,000	\$ 93,500
InterCon Construction Inc	\$ 52,655	\$ 10,500	\$ 8,000	\$ 5,000	\$ 76,155
Holtger Bros. Inc	\$ 84,840	\$ 10,500	\$ 8,000	\$ 5,000	\$ 108,340

RESOLUTION # 97 - 2023

Resolution to Approve the Liability, Property, and Workers Compensation Coverage, Insurance, Carrier, and Premiums for Sauk County

Resolution offered by the Personnel and Insurance Committee

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

BACKGROUND: The Personnel and Insurance Committee determined Wisconsin County Mutual Insurance Company (WCMIC) provides the most complete coverage for all lines of insurance for 2024, including liability, property, and workers compensation. Therefore, the Personnel and Insurance Committee recommends Wisconsin County Mutual Insurance Corporation (WCMIC) as the most cost-effective proposal for liability, property, and self-insured workers compensation coverage for 2024 as outlined below. *

*WCMIC provides a significant discount of \$41,998 for consolidating the liability, property, and workers compensation coverages for 2024.

NOW, THEREFORE, BE IT RESOLVED, the Personnel and Insurance Committee has reviewed the 2024 premiums for general liability, nursing home liability/professional liability and excess liability (umbrella) coverage for Sauk County from the Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interest of Sauk County:

Public Entity General and Auto Liability

<u>General and Automobile Liability</u>	\$ 385,637
\$10,000 deductible	
\$75,000 aggregate	
<u>Uninsured Motorists</u>	\$ included
\$10,000 occurrence	
\$25,000 person	
\$50,000 occurrence	
Cyber Enhancement	\$ included
Special Exposures (Airport and Nursing Home)	\$ included
Position Schedule Bond	\$ 2,510
Crime	\$ 7,899

Health Care Center (Nursing Home) Liability Endorsement

Personal Injury Coverage

Health Care Center Liability Endorsement	\$ 14,222
\$1,000,000/ Occurrence	
Professional Liability	
\$3,000,000/ Aggregate	

TOTAL WCMIC LIABILITY PREMIUM (Subject to Escrow Adjustment) \$410,268

BE IT FURTHER RESOLVED, the Personnel and Insurance Committee has reviewed the renewal for the 2024 premiums for property insurance for Sauk County and recommends the following coverage for Sauk County from Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interest of the County:

COVERAGE	DEDUCTIBLE	PREMIUM
Buildings, Contents, Property in Open	\$25,000	\$ 94,743
Contractors Equipment	\$5,000	\$ included
Equipment Breakdown	\$25,000	\$ 5,378
Special Use Animal	\$1,000	\$ included
Automobile Physical Damage		
Comp/Collision	\$1,000/\$5,000	\$ 70,257
<u>TOTAL PREMIUM TO WCMIC FOR PROPERTY</u>		<u>\$170,378</u>

BE IT FURTHER RESOLVED, the Personnel and Insurance Committee has reviewed the renewal for the 2024 premium for Workers Compensation coverage for Sauk County and recommends that the following self-insurance proposal by Wisconsin County Mutual Insurance Corporation (WCMIC) as being in the best interest of Sauk County

COVERAGE	LIMITS	PREMIUM
Accident	\$ 100,000	\$ included
Disease Exposure	\$ 100,000	\$ included
Maximum Employer Liability	\$ 600,000	
<u>TOTAL PREMIUM TO WCMIC FOR SELF-INSURANCE</u>		<u>\$159,047</u>

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors in regular session meeting, that the above insurance coverage, carrier, and premiums be, and hereby are, adopted for the policy period of January 1, 2024, through December 31, 2024.

Approved for presentation to the County Board by the Personnel and Insurance Committee, this 19th day of December 2023.

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: 12.14.2023.

Offered and passage moved by:

Supervisor Carl Gruber ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Supervisor Terry Spencer ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

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_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Supervisor Peter Kinsman				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Supervisor Robert Prosser				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Supervisor Jake Roxen				

Fiscal / MIS Note: The above premium costs are included in the 2024 budget. Auto Liability is budgeted as a separate line item in various departments, in accordance with vehicle inventory values. General Liability is charged back to certain departments that can receive additional outside funding with an allocation basis of relative expenditures. Workers Compensation is allocated to departments according to wages budgeted and risk categories. Property and Equipment Insurance is allocated to the departments based on property and equipment assigned to each department. Health Care Center Professional Liability and Personal Injury Extension Endorsement are allocated to the Sauk County Health Care Center. *JWH*

MIS Note: No information systems impact.

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RESOLUTION # 98-2023

Resolution to Expand the Long-Term Care Continuum in Sauk County

Resolution offered by the Property Committee

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

BACKGROUND: In August of 2010, Keefe & Associates studied the potential long-term care continuum for the county. It laid out a strategy for potentially adding Assisted Living to the nursing home Reedsburg campus. Until 2018, multiple follow up studies reported the market was continuously oversaturated until a report by Wipfli LLC in 2018.

It is highly unlikely Sauk County will be able to expand the continuum without increasing the amount of taxpayer support the existing facility already requires. For the years 2018 through the end of 2024 the county will have spent more than \$17 million in sales and property tax revenues or an average of \$2.44 million per year.

There is no statutory requirement for the county to own or maintain a nursing home. The monies allocated to support the nursing home are better spent meeting the needs of our aging population through statutorily required programs that benefit residents throughout Sauk County rather than a facility that primarily serves only the Reedsburg market.

This resolution proposes marketing the nursing home and incentivizing a developer to build a long-term care facility and preserve the 82 bed licenses in the county.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors that a Request for Proposals marketing the Sauk County Nursing Home be issued with the following conditions:

- The bed licenses cannot be sold or transferred outside of Sauk County subject to severe penalties as established in the terms of sale.
- The county reserves the first right of refusal not to exceed the sale price should the owner decide to sell the property.
- Preferential consideration may be given to a local (Sauk County based) buyer.
- The sale price shall not be less than the value of the outstanding bond payments.
- The remaining 31.7 acres of land may also be used to incentivize the construction of an assisted living or comparable long-term care facility.
- Any amount over the value of the outstanding bond payments may be used to incentivize construction of an assisted living or comparable long-term care facility.
- The potential buyer shall demonstrate a history of 5-star ratings in the senior health care industry.
- The potential buyer shall retain existing staff subject to job performance.
- The Board of Supervisors shall approve all final contracts.

BE IT FURTHER RESOLVED, that the existing nursing home staff will have first priority when filling new or vacant positions elsewhere in the county based upon qualifications and past job performance; and,

50 **BE IT FURTHER RESOLVED**, the county board shall encumber the remaining 31.7 acres of
51 adjoining land for a period not to exceed 10 years if a long-term care facility is not acquired for
52 the site; and,
53

54 **BE IT FURTHER RESOLVED**, that if the property is sold, the County Administrator shall
55 present a plan to Finance for final consideration by the County Board of any unused sales tax or
56 tax levy from the 2024 proposed budget with allocations being prioritized for the Aging and
57 Disability Resource Center (ADRC), Veteran's Services, Human Services and Public Health as
58 well as county staff salaries.
59

60 Approved for presentation to the County Board by the Property Committee, this ____ day of
61 _____, 2023
62

63 Consent Agenda Item: [] YES [] NO
64

65 Fiscal Impact: ☒ None [] Budgeted Expenditure [] Not Budgeted
66

67 Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____
68

69 The County Board has the legal authority to adopt: Yes X No _____ as reviewed
70 by the Corporation Counsel, Boyd, Date:
71 12.12.2023.
72

73
74 Offered and passage moved by:

75 Smooth Dett ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
76 Mark "Smooth" Dett
77

78 Carl Gruber ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
79 Carl Gruber
80

81 _____ ☐ Aye ☐ Nay ☐ Abstain ☐ Absent
82 Joel Chrisler
83

84 _____ ☐ Aye ☐ Nay ☐ Abstain ☐ Absent
85 Robert Spencer
86

87 James Astle ☒ Aye ☐ Nay ☐ Abstain ☐ Absent
88 James Astle
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92 Fiscal Note: Fiscal note: The Health Care Center has outstanding general obligation bond debt
93 payable through 2027 totaling \$4,464,565 and the 2024 budgeted county levy allocated was
94 \$788,087.

Health Care Center	YEAR				
	2024	2025	2026	2027	TOTAL
Principal Redemption	\$ 995,000	\$ 1,020,000	\$ 1,050,000	\$ 1,085,000	\$ 4,150,000
Interest Expense/ Premium					
Amortization	124,990	94,952	64,127	30,496	314,565
Total Debt Expense	\$ 1,119,990	\$ 1,114,952	\$ 1,114,127	\$ 1,115,496	\$ 4,464,565
2024 Budgeted Levy	788,087	TBD*	TBD*	TBD*	TBD*
	\$ 1,908,077	TBD*	TBD*	TBD*	TBD*

*TBD or To Be Determined

MIS Note: MIS Note: Based upon MIS internal reporting, technology support for the Health Care Center accounts for roughly 5% of the total MIS support hours. Infrastructure costs, not already included in the Health Care Center's annual budget, amount to approximately \$5,000 per year.