AGENDA

Notice of Regular Meeting Sauk County Board of Supervisors Tuesday, March 19, 2024 – 6:00 p.m. County Board Meeting Room 326, 3rd Floor West Square Building, Baraboo, WI 53913

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

- 1. CALL TO ORDER AND CERTIFY COMPLIANCE WITH OPEN MEETING LAW
- 2. ROLL CALL
- 3. INVOCATION AND PLEDGE OF ALLEGIANCE
- 4. ADOPT AGENDA
- 5. ADOPT MINUTES OF PREVIOUS MEETING
- 6. GENERAL CONSENT AGENDA ITEMS
 - a. HEALTH CARE CENTER BOARD OF TRUSTEES:
 - i. <u>Resolution 13-2024</u> To Commend Theresa Dietz For More Than 28 Years Of Faithful Service To The People Of Sauk County. (Pages 4-5)
 - ii. <u>Resolution 14-2024</u> To Commend David Webber For More Than 15 Years Of Faithful Service To The People Of Sauk County. (Pages 6-7)
- 7. SCHEDULED APPEARANCES
- 8. PUBLIC COMMENT
 - a. Registration form located on the table in gallery of County Board Room 326 turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda. Any comments not related to the agenda should be sent to the County Clerk to forward to the County Board.
- 9. **COMMUNICATIONS** (All communications are attached to Granicus)
- 10. APPOINTMENTS
 - a. Families Come First/Comprehensive Community Services Coordinating Committee:
 - i. Joanne Kitelinger, Re-Appointment, Citizen Member 2-year term: 03/19/2024 03/17/2026
 - b. Children's Community Options Program/Birth to 3 Advisory Committee
 - i. Robert King, Appointment, Citizen Member 3-year term: 03/19/2024 – 03/16/2027
- 11. **BILLS**
- 12. CLAIMS
- 13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS - INFORMATIONAL, NO ACTION REQUIRED

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

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. FINANCE COMMITTEE:

i. <u>Resolution 15-2024</u> Gratefully Accepting Donations And Gifts Presented To Sauk County In 2023. (Pages 8)

b. HIGHWAY COMMITTEE:

- i. <u>Resolution 16-2024</u> Designating The Week Of April 15th Through April 19th 2024 As "Workzone Safety Awareness Week In Sauk County". (Pages 9-10)
- ii. <u>Ordinance 1-2024</u> Amendment To Sauk Co. Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossings And Routes On County Highways. (Pages 11-18)

c. LAND RESOURCES & ENVIRONMENT COMMITTEE:

- <u>Resolution 17-2024</u> To Authorize Participation In The State Of Wisconsin Motorized Recreation Grant Programs For Snowmobile Trails, ATV/UTV Trails And Off-Highway Motorcycle Events. (Pages 19-51)
- ii. <u>Resolution 18 -2024</u> Amendment To Donate The Fire Hose And Wagon From The Historic 1921 Firehouse At The Sauk County Farm To The Reedsburg Area Historical Society And Pioneer Village. (Pages 52-53)

d. EXECUTIVE & LEGISLATIVE COMMITTEE:

- i. <u>Resolution 19-2024</u> Authorizing The Renewal Of Sauk County's Existing Microsoft Enterprise Agreement. (Pages 54-55)
- ii. <u>Resolution 20-2024</u> To Adopt The Public Participation Plan As Part Of The Sauk County 2024 Hazard Mitigation Plan Update. (Pages 56-58)

e. PERSONNEL AND EXECUTIVE & LEGISLATIVE COMMITTEES:

i. <u>Resolution 21-2024</u> Authorizing The Acquisition Of A Learning Management System From TalentLMS. (Pages 59-61)

f. LAND RESOURCES & ENVIRONMENT AND FINANCE COMMITTEES:

 Resolution 22-2024 To Authorize The Director Of Land Resources And Environment To Accept Multi-Discharge Variance Funding; And Amending The 2024 Budget. (Pages 62-63)

g. PROPERTY AND FINANCE COMMITTEES:

i. <u>Resolution 23-2024</u> Authorizing To Contract With Omni Technologies For The Upgrade Of The Current Sauk County Fire Alarm Monitoring Software And To Amend The 2024 Building Services Capital Outlay Budget. (Pages 64-65)

h. FINANCE AND PERSONNEL & INSURANCE COMMITTEES:

 i. <u>Resolution 24-2024</u> Authorizing The Elected Officials (County Clerk, Register Of Deeds, And Treasurer) Salaries For The 2025-2028 Term Of Office. (Pages 66-68)

i. LAW ENFORCEMENT & JUDICIARY AND FINANCE COMMITTEES:

i. <u>Resolution 25-2024</u> To Amend The 2024 Budget For Allocation Of American Rescue Plan Act (ARPA) Funds For Squad Special Equipment And Squad Car. (Pages 69-70)

j. LAW ENFORCEMENT & JUDICIARY COMMITTTEE:

 <u>Resolution 26-2024</u> To Authorize Sauk County Sheriff's Office To Enter Into A Contract Agreement With Southern Health Partners To Oversee And Provide Licensed Healthcare Services For Jail Inmates. (Pages 71-72)

18. REFERRALS

19. <u>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.</u>

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: March 14, 2024.

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

Administrator.

RESOLUTION # 13 -2024

Resolution to Commend Theresa Dietz for More Than 28 Years of Faithful Service To The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Theresa Dietz faithfully served the people of Sauk County as the Business Manager, and Billing Specialist. Theresa Dietz was an essential team member to the Sauk County Health Care Center and all of Sauk County for over 28 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk county Board of Supervisors express its sincere appreciation and admiration for Theresa Dietz and her over 28 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Heath Care Center Board of Trustees Committee, this 19th day of Mach 2024

Consent Agenda Item: [X]YES []NO	
Fiscal Impact: [X] None [] Budgeted Expend	diture [] Not Budgeted
Vote Required: Majority = 2/3 Major	rity = 3/4 Majority =
The County Board has the legal authority to a the Corporation Counsel,	dopt: Yes No as reviewed by, Date:
Offered and passage moved by:	Bryant Hazard, Supervisor
	Joan Fordham, Supervisor
	Rebecca Klitzke, Supervisor
	Mike Flint, Supervisor

William Higgins, Citizen Member

52			
53			Dana Horkan-Gant, Citizen Member
54 55			
55 56			Cindy Badandain Citizan Mambar
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59			
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62 63			
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66		کیل م	
67 68	Fiscal Note: No Fiscal impact.	putt	
69	MIS Note: No information syste	ms impact.	

RESOLUTION # 14 -2024

Resolution to Commend David Webber for More Than 15 Years of Faithful Service To The People of Sauk County.

Resolution offered by the Health Care Center Board of Trustees

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. David Webber faithfully served the people of Sauk County as a Maintenance Technician. David Webber was an essential team member to the Sauk County Health Care Center and all of Sauk County for over 15 years.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors express its sincere appreciation and admiration for David Webber and his over 15 years of faithful service to the people of Sauk County.

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

Approved for presentation to the County Board by the Heath Care Center Board of Trustees Committee, this 19th day of Mach 2024

Consent Agenda Item: [X]YES []NO	
Fiscal Impact: [X] None [] Budgeted Expend	diture [] Not Budgeted
Vote Required: Majority = 2/3 Major	rity = 3/4 Majority =
The County Board has the legal authority to act the Corporation Counsel,	dopt: Yes No as reviewed by, Date:
Offered and passage moved by:	Bryant Hazard, Supervisor
	Joan Fordham, Supervisor
	Rebecca Klitzke, Supervisor
	Mike Flint, Supervisor

William Higgins, Citizen Member

	Dana Horkan-Gant, Citizen Member
	Cindy Bodendein, Citizen Member
Finant Note: No Finant impact	
Fiscal Note: No Fiscal Impact.	
MIS Note: No information systems impact.	
	Fiscal Note: No Fiscal impact. MIS Note: No information systems impact.

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RESOLUTION #_15_ - 2024

Resolution Gratefully Accepting Donations and Gifts Presented to Sauk County in 2023

Resolution offered by the Finance Committee

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

BACKGROUND: Sauk County annually receives significant donations from many entities, including clients, service recipients and their families, and businesses. These donations, including goods and services, benefit the overall good of the Sauk County public by enhancing educational programs, purchasing items for client use, and providing services for clients. Use of donations assists Sauk County in providing important services for various public purposes that promote the public good, while minimizing the impact to the property tax. Wis. Stat. § 59.52(19) permits the County Board to accept all donations: "the board may accept donations, gifts or grants for any public governmental purpose within the powers of the county".

NOW THEREFORE BE IT RESOLVED by the Sauk County Board of Supervisors met in regular session that Sauk County gratefully accepts the donations summarized as attached and expresses its appreciation to their donors.

Approved for presentation to the County Board by the Finance Committee, this 4th day of March. 2024 Consent Agenda Item: [] YES [X] NO Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted Vote Required: Majority = ____ 2/3 Majority = <u>X</u> 3/4 Majority = _____ Offered and passage moved by the Finance Committee: ☐ Ave □ Nay ☐ Abstain ☐ Absent Martin E Krueger ☐ Nay ☐ Abstain ☐ Absent mothy McCumber

donations of cash were \$152,885.57 as well as many other non-monetary donations of goods and services.

Fiscal Note: Budgeted donations in 2023 totaled \$93,025, which offsets the property tax levy. Actual

MIS Note: No MIS impact

RESOLUTION # 16 - 2024

RESOLUTION DESIGNATING THE WEEK OF APRIL 15th THROUGH APRIL 19TH 2024 As "WORKZONE SAFETY AWARENESS WEEK IN SAUK COUNTY"

Resolution offered by the Highway Committee

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

BACKGROUND: In 1999 the Federal Highway Administration (FHWA) partnered with the American Association of State and Highway Officials (AASHTO) and more recently with the American Traffic Safety Services Association (ATSSA) to create the National Work Zone Safety Awareness Week campaign, held annually in April prior to the construction season for much of the nation. The Wisconsin County Highway Association is asking all seventy-two (72) counties in the state to unite and kick-off "Work Zone Safety Awareness Week" with a resolution and campaign to raise awareness for its workers and those of various highway contractors performing work for the counties. According to data from UW Madison's Traffic Operations and Safety Laboratory's Community Maps between 2019 and 2023, there were 64 fatalities recorded as a result of more than 10,000 crashes within work zones which injured more than 3,800 people. Construction and maintenance activities on our streets and highways periodically require that work zones be established. There has been an average of 2,336 work zone crashes in Wisconsin in each of the last five years. In 2023, Wisconsin suffered from 2,168 crashes in road construction and maintenance zones, resulting in over 712 injuries and 10 fatalities. Through enforcement activities and other participation, the Sauk County Sheriff's Office, Wisconsin State Patrol, and the Sauk County Highway Department will work to make "Work Zone Safety Awareness Week" a success. The Federal Highway Administration has designated April 15th through April 19th, 2024, as National Work Zone Safety Awareness Week, with this year's theme being, "Work Zones are temporary. Actions behind the wheel can last forever", which focuses on awareness to all drivers in work zones of their speed and proximity to workers.

THEREFORE BE IT RESOLVED by the Sauk County Board of Supervisors that the week of April 15th through April 19th, 2024 be designated as "Work Zone Safety Awareness Week" in Sauk County.

Approved for presentation to the County Board by the Highway Committee, this 19 day of March 2024

Consent Agenda Item: [] YES [] NO			
Fiscal Impact: [X] None [] Budgeted	Expenditure [] Not B	udgeted	
Vote Required: Majority = 2/	/3 Majority =	3/4 Majority = _	 8
The County Board has the legal author by the Corporation Counsel,	ty to adopt: Yes X	_ No, Date:	as reviewed

Offered and passage moved by:				
		□ Nay	☐ Abstain	⊠ Absent
Brian Peper				•
Smith the	≥≤Aye	□ Nay	☐ Abstain	☐ Absent
Smooth Detter		-		
Comment	ÿ⊒ Aye	□ Nay	☐ Abstain	□ Absent
Terry Spencer	_ / ,	•		
Though Hint	X Aye	□ Nay	☐ Abstain	☐ Absent
Richard "Mike" Flint		-		
19llh	Aye	□ Nay	☐ Abstain	☐ Absent
Kevin Schell	-1			
scal Note: None.				
IS Note: None.				

GENERAL CODE OF SAUK COUNTY, WISCONSIN ORDINANCE AMENDMENT # 1 - 2024

Ordinance Amendment to SAUK CO. CODE CHAPTER 15 TO ADD ALL-TERRAIN VEHICLE (ATV) AND UTILITY-TERRAIN VEHICLE (UTV) CROSSINGS AND ROUTES ON COUNTY HIGHWAYS

Ordinance Amendment offered by Highway Committee

BACKGROUND: The State of Wisconsin Department of Natural Resources has determined that a County Board must approve all ATV/UTV routes individually, and Sauk County has created an Ordinance regulating the uses of All-Terrain Vehicles and Utility-Terrain Vehicles in the County. In order to promote the recreational use of All-Terrain Vehicles and Utility-Terrain Vehicles, Sauk County designated all County Highways as All-Terrain Vehicle and Utility-Terrain Vehicle routes. The Sauk County Highway Committee receives petitions to designate portions of State Highways as All-Terrain Vehicles and Utility-Terrain Vehicles routes. The petitions are reviewed by the Highway Department and notification is sent to the Municipalities that have proposed county highway routes. Sauk Co. Code §15.003 states that if the Highway Committee recommends approval of a route or crossing, an ordinance approving the decision shall be prepared for consideration by the County Board. No route or crossing is approved until action of the County Board. Any route on a State Highway will also need approval by Wisconsin DOT in order to be opened to ATV/UTV traffic.

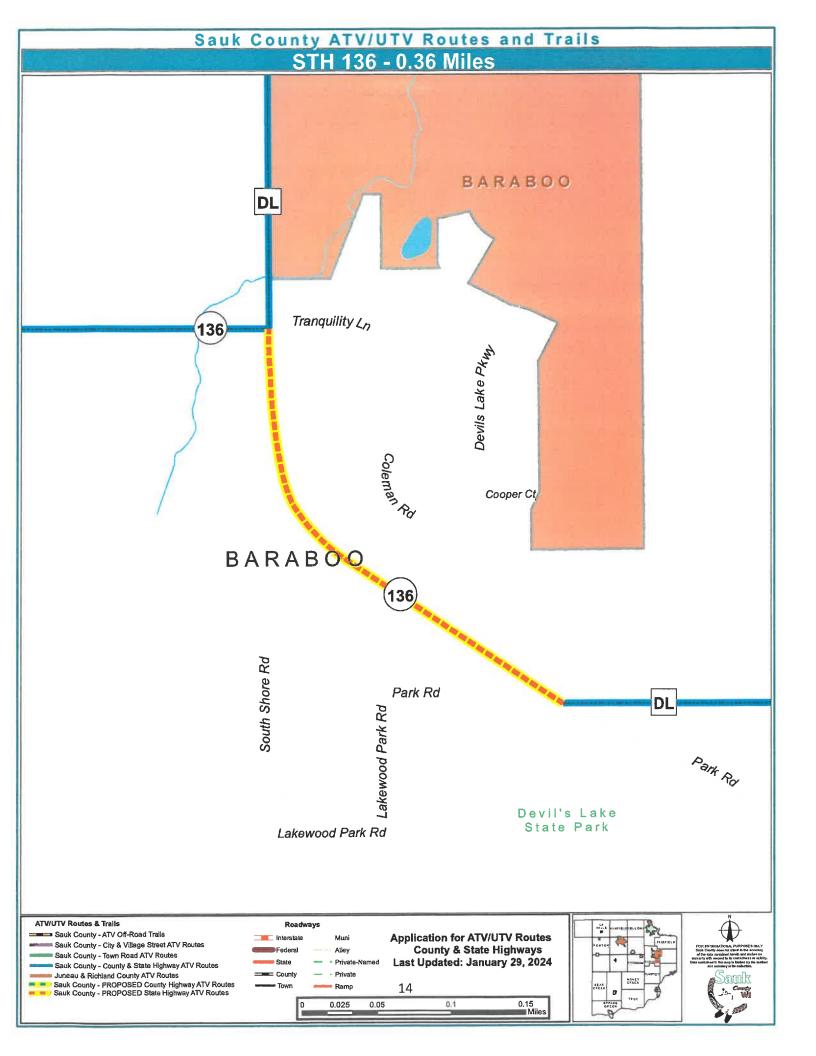
NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

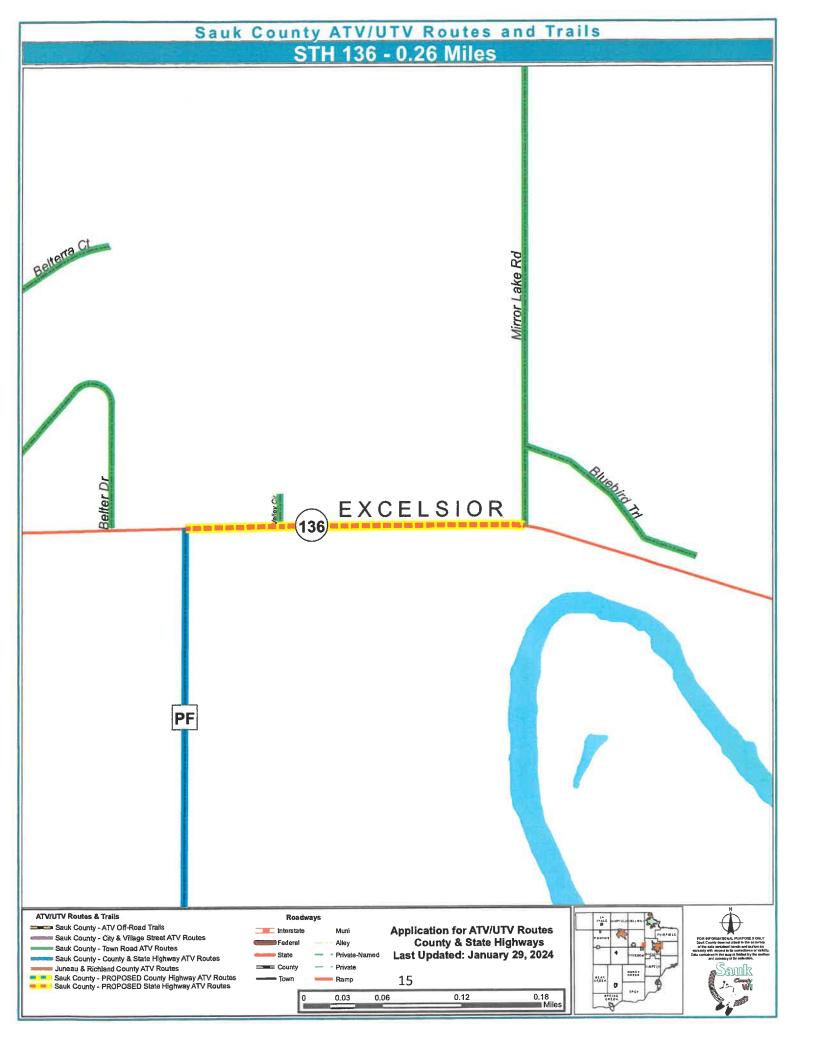
That the All-Terrain Vehicle and Utility-Terrain Vehicle routes on State Highways identified on the Appendix to this Ordinance are hereby approved, to be effective upon passage and Approval By Wisconsin DOT

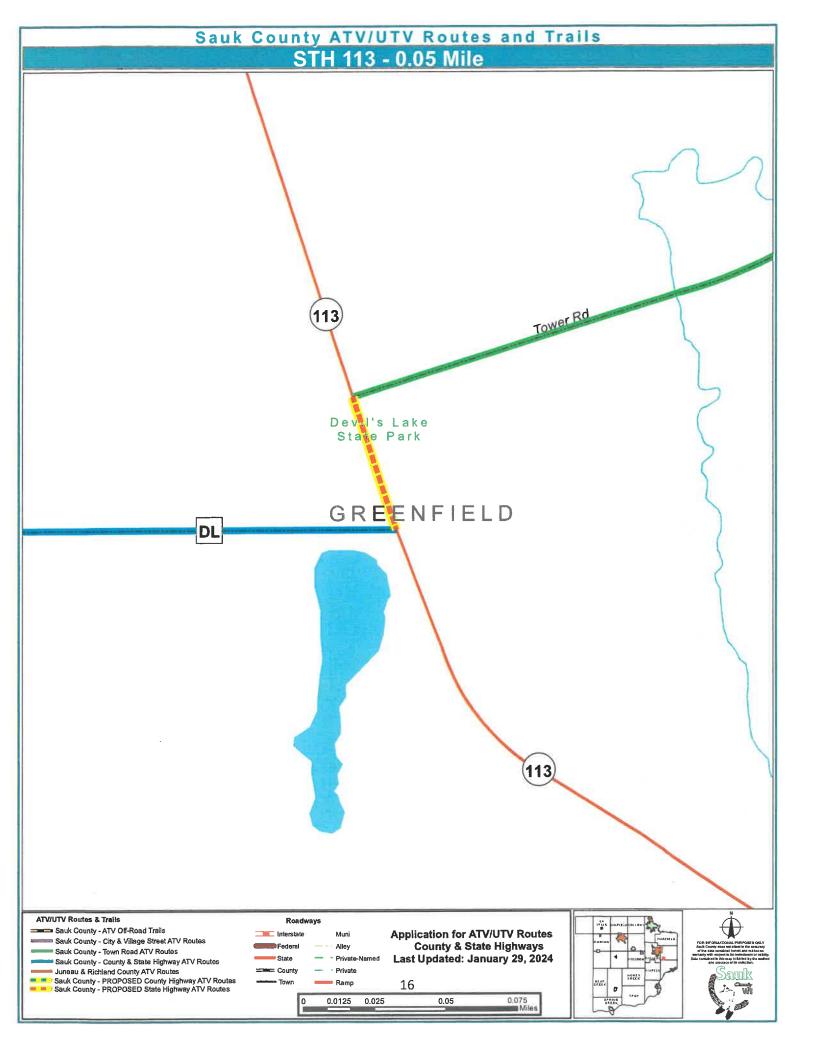
50 51	Offered and passage moved by:				
52 53		□ Aye	□ Nay	☐ Abstain	Absent
54 55	Brian Peper				,
56	Gravolt http	Aye	□ Nay	☐ Abstain	□ Absent
57	Smooth Detter		-		
58 59	Col Samuel	Ż∳Aye	☐ Nay	☐ Abstain	☐ Absent
60	Ferry Spenger				
61 62	Kichard modit	Aye	□ Nay	☐ Abstain	☐ Absent
63	Richard "Mike" Flint				
64 65	- Dall	Aye	□ Nay	☐ Abstain	□ Absent
66	Keviń Schell	,			
67 68					
69					
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71 72	Fiscal Note: None JM				
73	MIS Note: None				

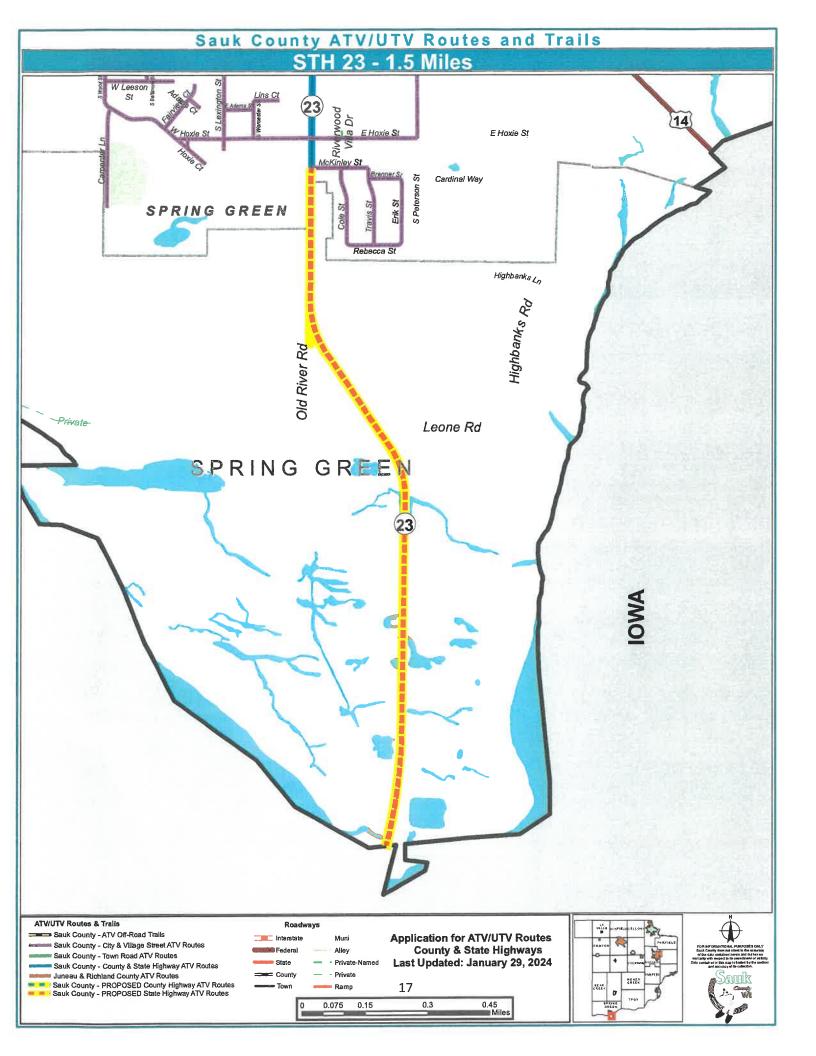
Appendix A

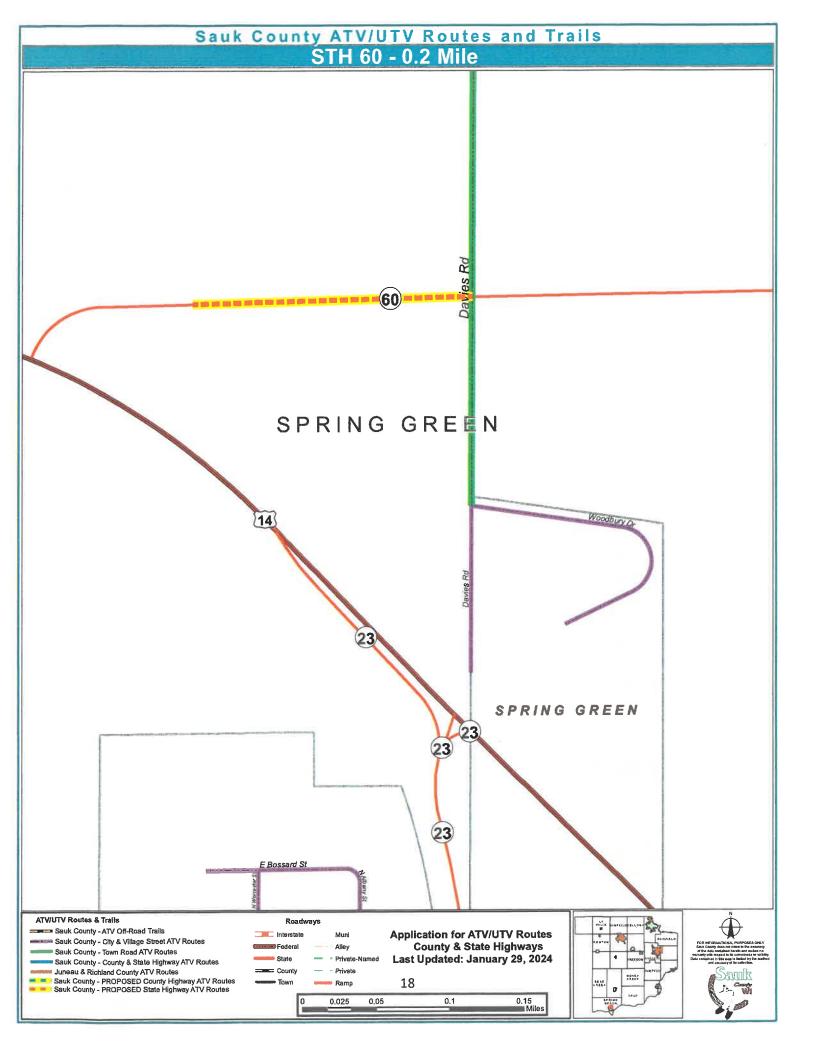
2024 ATV/UTV Routes Requested











RESOLUTION # 17 - 2024

Resolution to Authorize Participation in the State of Wisconsin Motorized Recreation Grant Programs for Snowmobile Trails, ATV/UTV Trails and Off-Highway Motorcycle Events

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND: Sauk County annually participates in maintaining, acquiring, insuring and developing lands for public motorized trail and event use and these public motorized trails and events are eligible for grant funds through the Wisconsin Department of Natural Resources (DNR). 100% of these funds are applied to the costs for the acquisition, development, insurance and maintenance of public trails and events. Funding for the programs comes from registration fees, a portion of tax on gasoline and user fees. Grant applications must be submitted by the local governing body to the DNR.

The development, maintenance, grooming and event planning of the snowmobile, all-terrain vehicles/utility task vehicles (ATV/UTV) and off-highway motorcycle (OHM) trails is managed through contracts with the Association of Sauk County Snowmobile Clubs, Sauk Ridge Runners, Inc. and Driftless Dual Sport Riders, attached as Appendix A, Appendix B and Appendix C, respectively.

There are currently 238.3 miles of funded snowmobile trail in Sauk County, funded at \$300 per mile, with the grant program totaling \$71,490. Currently, there are approximately 0.59 miles of ATV/UTV trail in Sauk County, funded at \$800 per mile for summer use and \$300 per mile for winter use, with the grant program totaling \$649. There are no designated OHM trails in Sauk County, however, the OHM club annually hosts a riding event at an estimated cost of \$1.925.

The Sauk County Land Resources and Environment Department (LRE) is primarily responsible for the financial administration of the grant programs. Other responsibilities include trail inspections, maintaining and updated contract with each club or association, applying for grant funding and verifying that all written and verbal permission from all landowners is obtained. Sauk County's existing liability insurance policy protects Sauk County's interest in providing snowmobile, ATV/UTV and OHM trails and events.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Parks Administrative Services Coordinator and the Sauk County Land Resources and Environment Director, under the discretion of the Sauk County Land Resources and Environment Committee, be authorized to submit applications on behalf of the above mentioned clubs to the Wisconsin Department of Natural Resources for any financial aid that may be available, submit reimbursement claims along with supporting documentation within proper timeframe of project completion dates, sign and submit documents and take necessary action to undertake, direct and complete the approved projects.

BE IT FURTHER RESOLVED, by the Sauk Board of Supervisors, that the County Administrator be authorized to execute a Development, Maintenance and Grooming Contract with the Association of Sauk County Snowmobile Clubs (Appendix A), a Development and

50	Maintenance Contract with the Sauk Ridge	Punnare	Inc. (An	nendiv B) and	d a Develonment
52 53 54	Maintenance and Event Contract with the I	Driftless D	ual Sport	Riders (Appe	endix C).
55 56	Approved for presentation to the County Committee, this 19th, day of March 2024.	Board by	the Land	Resources	and Environment
57 58 59	Consent Agenda Item: [] YES [] NO				
60 61	Fiscal Impact: [] None [X] Budgeted Ex	penditure	[] Not	Budgeted	
62 63	Vote Required: Majority = 2/3	/ \ / \			
64 65 66 67	The County Board has the legal authority by the Corporation Counsel,	to adopt:	Yes 🗶	No	as reviewed , Date:
68 69	Offered and passage moved by:				
70	LAND RESOURCES AND ENVIRONMEN	т соммі	TTEE		
71 72	Marty Krueger, Chair	≰ Aye	□ Nay	□ Abstain	□ Absent
73 74	Marty Krueger, Chair				
7 5		☐ Aye	□ Nay	□ Abstain	□ Absent
76	Peter Kinsman, Vice Chair	,			
77		Aye	□ Nay	☐ Abstain	□ Absent
78 79	Brandon Lohr, Secretary	₽ Aye	□ IVay	_ / (Dotain	_ / NOON
80		_			
81	Tym Ele	🛎 Aye	□ Nay	☐ Abstain	□ Absent
82	Lynn Eberl				
83	1104 in 2 1.131	⊉ Aye	□ Nay	☐ Abstain	□ Absent
84 85	Valerie McAuliffe	₽ Aye	□ Ivay	□ Abstairi	□ Absent
86	Valente WCAuline				
87		ī∡ Aye	□ Nay	□ Abstain	□ Absent
88	Dennis Polivka	/ •			
89		□ A	m New	□ Abetein	□ Abcont
90	Donald D. Hisamor	□ Aye	□ Nay	☐ Abstain	☐ Absent
91 92	Randy Puttkamer				
93	Solar 2011	Aye	□ Nay	☐ Abstain	□ Absent
94	Robert Spencer		•		
95					
96	Fiscal Note: Funding for the grant programs	s comes	from sno	wmobile, AT	V/UTV and OHM
97	registration fees, a percentage of tax on gaso	oline and u	iser tees.	NO County t	ax levy is used to
98	fund the programs. The snowmobile grant pro	gram tota \$1 925 -	15 D1 1,49	o, tile ATV/O	i v grant program
99	totals \$649 and the OHM grant program totals	Ψ1,020.	NWA		

V registration fees, a percentage of tax on gasoline and user fees. No County tax levy is used to fund the programs. The snowmobile grant program totals \$71,490, the ATV/UTV grant program totals \$649 and the OHM grant program totals \$1,925.

MIS Note: None

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SAUK COUNTY SNOWMOBILE TRAIL DEVELOPMENT, MAINTENANCE AND GROOMING CONTRACT

This Contract made this 19th day of March 2024, by and between the County of Sauk, a political subdivision of the State of Wisconsin, hereinafter referred to as "County", and the Association of Sauk County Snowmobile Clubs, Inc., a private snowmobile club corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County wishes to ensure that snowmobile trails within Sauk County are developed and maintained in a suitable fashion to ensure that the trails are safe and enjoyable for use by the public; and,

WHEREAS, the County considers it necessary for the safety, comfort and enjoyment of the public that the snowmobile trails be groomed;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Communications: The Contractor shall designate one elected official from the Association of Sauk County Snowmobile Clubs, as set forth below, to be the point of contact for the County related to this contract. The designated elected association member shall be the only person to contact the County related to this contract and shall be the sole association member that the County is required to communicate with regarding this contract. This contract provision is intended to regulate all routine communications between the Contractor and the County. The Contractor may change their designated representative with a written amendment to this contract. All legal notices to the County shall be sent to the Sauk County Clerk.

Designated Elected Official from Association of Sauk County Snowmobile Clubs Contact Information:

Name:	
Email address:	
Phone number:	

- 2. Scope of Land Area Covered by Contract: This contract shall apply to the snowmobile trails described and known as the Sauk County Snowmobile Trail System, hereinafter referred to as "Trails", estimated at approximately 238.3 miles of state-approved snowmobile trails within the County, as specifically set forth in "Exhibit A", attached hereto and made a part hereof.
- 3. Term of Contract: This Contract shall commence on the date noted above and shall be for the 2024-2025 winter snowmobile season, unless sooner terminated pursuant to paragraph twenty-one (21) below.



4. Outdoor Motorized Recreation Trail Aids Application and Grant Award: County shall apply for outdoor motorized recreation trail aids by completion of the Outdoor Motorized Recreation Grant Application of the Wisconsin Department of Natural Resources, hereinafter referred to as "WDNR". Contractor shall submit written requests for funding by March 1 to the County. Requests received after March 1 will not be considered for the snowmobile season pursuant to paragraph three (3) above.

Completion of the appropriate WDNR Form is required under Wisconsin Statutes 23.09(26) and 23.33 and failure to do so will result in denial of financial assistance.

The County shall annually request, by resolution, the authorization of the Sauk County Board of Supervisors to participate in the State of Wisconsin Motorized Recreation Grant Program.

In the event that funding is awarded to the County, the County shall review the grant agreement with the WDNR. If the grant agreement is desirable to the County, the County shall return a copy of the signed agreement to the WDNR.

County shall apply for supplemental funding if desired by Contractor, and on the basis that funding is available through the WDNR.

 Payment: Contractor shall submit work reports and receipts paid by the Contractor onto SNARS (Snowmobile Automated Reported System, provided by the WDNR). The County shall approve entries on SNARS monthly during the time period pursuant to paragraph twelve (12) below.

Payment to the Contractor by the County will be based upon monthly invoices, submitted by the fourth Wednesday of each month, with an itemized of invoices paid by the Contract (the receipts) and one lump sum for work reports, and be based upon time expended. The invoice shall also include copies of each paid invoice (receipt) and the work reports and shall be sent electronically to the County.

Payment shall be made at rates in accordance with the Equipment and Labor Rate provisions adopted by the Snowmobile Recreation Advisory Council for the current snowmobile season, as specifically set forth in "Exhibit B", attached hereto and made a part hereof.

All representatives of County providing labor and/or supplies to the snowmobile program shall prepare work and expense reports. These reports shall be submitted to SNARS on an annual basis.

Contractor shall meet all of the agreements contained herein. County shall withhold payment if Contractor fails to meet the specifications listed in this contract. Once Contractor meets all specifications of the agreements contained herein, County shall submit payment within forty-five (45) days.

County shall request reimbursement for the grant by completion of the Grant Payment Request & Worksheet of the WDNR.



- 6. Equipment, Tools and Labor: Contractor agrees to furnish all tools, equipment, and labor necessary to maintain, groom, and perform all work as specified under the terms of this contract.
- 7. Material: Contractor shall furnish all signs, posts, gates and related material necessary for the development and maintenance of the trail system.
- 8. Signs: Contractor agrees to erect, replace and maintain all signs consistent with standards specified in the applicable Wisconsin Statutes, the Wisconsin Administrative Code and regulations promulgated by the WDNR.
- 9. Fall Maintenance and Land Use Agreements: Contractor agrees to perform all brushing, dragging, litter removal, and clean-up necessary to prepare the Trail to meet the specifications established by the WDNR in order to qualify the Trail for winter use. The Contractor shall provide the County with a Trail System Land Use Certification Form ("Exhibit C"), certifying that all landowners have been contacted verbally, electronically or with a signed contract and have granted permission to use his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for snowmobile trail use. County shall maintain copies of all land use agreements, update a listing of all landowners annually, and verify that all land use agreements are secured. County shall notify Contractor of any absent land use agreements, and Contractor shall provide absent land use agreements within one (1) month of notice. County shall annually send land use certification(s) to the WDNR.
- 10. Spring Clean-up and Removal of Signs: At the end of the snowmobile season, and no later than April 15, Contractor shall remove signs as appropriate, clean-up and remove all litter from the subject Trail. The Contractor shall provide the County with a Trail System Closure Certification Form ("Exhibit D") certifying fence closures have been completed, gates have been inspected and/or closed, the appropriate signs and/or markers have been removed, and that the trail section has been cleaned-up and closed in accordance with trail specifications established by the WDNR after the Trail system has been closed for each year. County shall annually send closure certification(s) to the WDNR.
- 11. Grooming: The Contractor shall groom the trails to the trail specifications established by the WDNR.
- 12. Trail Opening and Closing: The Trail system shall be considered open during the time period from December 1 to March 31 of each year. All signs, gates, markers and related items shall be in place and the trail is in a safe operating condition as of December 1. The Contractor shall provide the County with a Trail System Opening Certification Form ("Exhibit E") certifying that all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed and the trail section has been developed to acceptable safety standards and in accordance with trail specifications established by the WDNR, before the Trail system is opened to the public. County shall annually send opening certification(s) to the WDNR.

The Contractor will determine if conditions are, or are not, suitable for snowmobiling and will open and close the trails accordingly. Contractor shall notify County of trail opening and trail closing at least one (1) hour prior to trail opening and trail closing. The County will maintain a



record of trail openings and closures. The Contractor shall suspend all grooming operations during closure except as otherwise specifically authorized by County.

- 13. Safety Procedures Equipment: Contractor shall attach a blinking light on top of the vehicle used during grooming and shall have headlights, taillights, and blinking lights on and working at all times. All grooming equipment and vehicles shall be clearly marked with "Slow Moving Vehicle" signs to safeguard other Trail users.
 - County shall inspect trails randomly during the time period from December 1 to March 31 of each year. County shall inform Contractor of any adverse determination regarding the trails and allow Contractor an opportunity to be heard in that regard and require Contractor to develop the trails to the acceptable safety standards and in accordance with the trail specifications established by the WDNR immediately after notice.
- 14. Independent Contractor Status: The Contractor is an independent contractor and not an agent or employee of the County. Contractor shall placard or otherwise mark its equipment with the Contractor's name on both sides of its equipment.
- 15. Indemnification: Contractor agrees to save, hold harmless, defend and indemnify the County and the State of Wisconsin and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property, County, State or other, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of the work in connection with this Contract.
- 16. Insurance Coverage: The Contractor shall carry liability coverage for its officers, employees, and agents in the amount of \$500,000.00 for each single personal injury, \$500,000.00 for each multiple personal injury, and \$500,000.00 for each property damage. The Contractor shall also carry liability coverage in the amount of \$2,000,000.00 to indemnify the applicable rail authority for damages from the design, construction, maintenance, existence or use of an established rail crossing or a snowmobile rail crossing for which a permit has been issued by the WDNR. The Contractor shall provide the County with acceptable certificates of insurance, from a corporation licensed in the State of Wisconsin to provide insurance, before the Trail system is opened to the public and before January 31 of each year. County shall annually send insurance certification(s) to the WDNR and other appropriate entities.
- 17. Conduct: The Contractor agrees that its agents, employees and representatives shall conduct themselves in a decent, orderly, and business-like manner at all times while performing under this Contract.
- 18. Compliance: Contractor agrees to follow and comply with the applicable Wisconsin Statutes, Wisconsin Administrative Code, the regulations promulgated by the State of Wisconsin Department of Natural Resources, and of Sauk County Code of Ordinances.
- 19. Amendment of Contract: This contract may only be amended, changed, or modified in writing by mutual agreement of the parties.



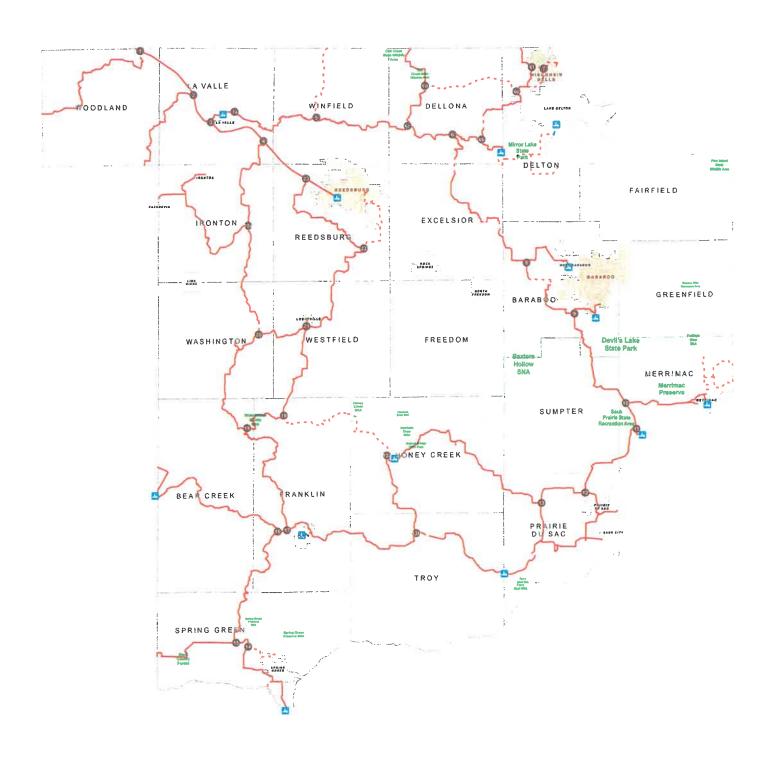
- 20. Assignment: Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.
- 21. Contract Termination: Notwithstanding any provision herein, the County reserves the right to terminate this Contract, for cause, upon seven (7) days written notice to the Contractor if the County determines that the Contractor's operation is unsatisfactory in any respect or if the County determines that the Contractor has failed, neglected, or refused to comply with the terms of this Contract. This contract is also subject to the availability of funding and shall be terminated in the event that funding for the required services is not available. In such event, the County shall notify the Contractor of such termination due to funding constraints.
- 22. Form of Contract: Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.
- 23. Applicable Law: This Contract shall be construed and governed by the rules and laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date set forth herein.

COUNTY OF SAUK

Administrator, Sauk County	Date	
ASSOCIATION OF SAUK COUNTY SNOW	MOBILE CLUBS, INC.	
President	Date	
Secretary	Date	

Sauk County Snowmobile Trails



Sauk County Land Information\GIS Department





Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

I. SNOW TRAIL GROOMING EQUIPMENT RATES - All rates include power unit, grooming drag & operator(s).

Class	<u>Description</u>	Rate/Hour
AAA	All heavy duty tracked units constructed specifically for snow grooming with a minimum of 150 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width. OR All fully tracked agricultural tractors with a minimum of 125 horsepower.	\$5 more than AA AAA1 - \$100 AAA2 - \$90 AAA3 - \$80 AAA4 - \$70
	Trucks: minimum 1-ton (4-wheel drive), minimum payload of 3,500 lbs., fully-tracked with a minimum manufactured 15,000 GWV track system.	
AA	All heavy duty tracked units constructed specifically for snow grooming having between 149 - 106 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width. OR All fully tracked agricultural tractors with 106 – 124 horsepower.	\$5 more than A AA1 - \$95 AA2 - \$85 AA3 - \$75 AA4 - \$65
Α	All wheeled or half-track agricultural tractors with all-wheel drive, minimum of 105 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width.	A1 - \$90 A2 - \$80 A3 - \$70 A4 - \$60
1	Drag is a minimum of 11'6" (138 inches) frame width with a minimum weight of 4,000 pounds and a length of at least 20 feet including snow packing pan but excluding the tongue.	Wings that fold
2	Drag is a minimum of 9'6" (114 inches) frame width with a minimum weight of 3,000 pounds and a length of at least 18 feet including snow packing pan but excluding the tongue.	down outside the main frame do not increase the drag
3	Drag is a minimum of 7'6" (90 inches) frame width with a minimum weight of 2,000 pounds and a length of at least 18 feet including snow packing pan but excluding the tongue.	width for funding purposes. Class is based on static frame dimensions.
4	Drag is a minimum of 7'6" (90 inches) frame width.	
В	All medium duty (including pick-up trucks) tracked units constructed or adapted specially for snow grooming and capable of pulling on a sustained basis a grooming drag 5'10" to 7'5" (70-89 inches) frame width. OR All wheel type agricultural tractors with all-wheel drive or four- wheel drive assist with a range of 65-104 horsepower.	\$50.00
С	All light duty power units constructed or adapted for snowmobile trail grooming and capable of pulling on a sustained basis a grooming drag 4' to 5'9" (48-69 inches) frame width. Examples of the class of power units would include: ATVs/UTVs and snowmobiles. This class also includes all equipment not addressed in other classes.	\$35.00

Notes regarding correct rates for grooming equipment:

- 1. A Class A power unit pulling either an 11'6" or 9'6" grooming drag that does not meet the specifications for either 1, 2 or 3 drags will be placed at level 4 for rate purposes.
- A Class A power unit **not** pulling a 7'6" grooming drag will be placed in Class B for rate purposes.
 A Class B power unit **not** pulling a 5'10" grooming drag will be placed in Class C for rate purposes.
- 4. A power unit will not be placed in a higher class if it pulls a larger grooming drag than specified for the class.
- 5. Modifications to the drag must maintain original cutting and packing function as designed. Modifications made outside the main frame will not increase the funding class.
- 6. Those winged drags that were previously funded and met the specifications as stated prior 2022-23 season may continue to be funded at their previous classification (drag dimensions included) for a period of 10 years (through 2031-32)
- 7. Groomer time spent traveling on a route that is an integral part of a single funded trail may be funded at a rate of 50% of the assigned groomer rate, as non-grooming transport time. DNR will determine if route is integral to the funded trail.

Last Revised: 09/11/2023 10:36:17 AM

Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

II NON-GROOMING MAINTENANCE LABOR AND EQUIPMENT RATES A

MAINTENANCE LABOR (For other than trail grooming)

A labor rate of \$9.00 per hour maximum is established for all non-grooming labor performed in WINTER trails, or \$12.00 per hour maximum on any SUMMER ATV/UTV trails under the maintenance agreement by snowmobile clubs and or other similar organizations with the sponsoring county. Maintenance will generally include mowing and brushing, sign and post replacement, plowing of parking lots and roads, shelter and toilet maintenance and normal repair and replacement of structures and facilities.

The allowable labor rate for county employees and others included in labor contracts will be as specified by contract.

B EQUIPMENT RATES (For other than trail grooming)

The following schedule is based on frequently used pieces of equipment for non-grooming maintenance. The Department of Transportation rates are considered when these rates are reviewed each year.

Equipment rates for pieces of equipment not found on this list will be found in the DOT rates. Unless specified otherwise, these rates for equipment are based on hourly use. These rates do **not** include the operator. Where the Department of Transportation issues rates that reflect an adjustment due to fuel rates, these rates shall be the rates utilized for the season.

Class	Description	Rate
101	All trucks pickups	\$16.00
105	All trucks single axle dual-tire over 26,000 lbs.	\$56.00
128	All Trucks, tandem, tri, quad axle	\$60.00
203	All Tired tractors & All skid-steers up to 49 hp	\$28.00
205	All Tired tractors & All skid-steers 50-99 hp	\$33.00
206	All Tired tractors & All skid-steers 100-149 hp	\$43.00
207	All Tired tractors & All skid-steers 150 hp and up	\$52.00
215	All Fully Tracked tractors & dozers up to 99 hp	\$48.00
217	All Fully Tracked tractors & dozers 100 - 149 hp	\$53.00
218	All Fully Tracked tractors & dozers 150 hp and up	\$82.00
401	Air compressor all types	\$14.00
410	Motorized mower over 23" (self-contained or pull behind)	\$15.00
413	Mower—tractor mounted	\$16.00
414	Sickle attached to power unit	\$16.00
490	Trailer less than 1 ton (use mfr. rated capacity)	\$11.00
491	Trailer 1-4 tons (use mfr. rated capacity)	\$15.00
493	All Trailers over 4 ton	\$26.00
550	Rubber tired Backhoe (80 HP and over) was # 250	\$55.00
555	Excavator Track type (less than 100 HP)	\$48.00
558	Excavator Track type (100 - 149HP)	\$52.00
559	Excavator Track type (150HP and over)	\$65.00
802	Portable electric generator (all types)	\$18.00
902	Chipper self-contained (minimum 25 hp)	\$33.00
914	Chain Saw, pole saw, power pruner, brush saw, weed eaters	\$6.50
914T	Trailblazer brush cutter (attachygent)	\$10.50
915	Auger (attachment for tractor/ skid steer), Post pounder-hydraulic	\$32.00

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Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

Hand-held motorized post-hole digger	\$13.00
Disc/spring tooth harrow/cultimulcher/cultipacker/rototiller	\$11.00
Welder	\$4.00
Brush Cutter - hydraulic driven/Fecon head	\$30.00
Brush Cutter—PTO driven	\$23.00
Boom for brush cutter	\$15.50
Gas drill	\$5.00
Snowmobile/ATV/UTV	\$19.00
Stump grinder (all) hydraulic/self powered	\$36.00
Rear blade/box scraper/pull behind grader/packing pan/rollers	\$8.00
Chipper, PTO driven	\$25.00
	Disc/spring tooth harrow/cultimulcher/cultipacker/rototiller Welder Brush Cutter - hydraulic driven/Fecon head Brush Cutter—PTO driven Boom for brush cutter Gas drill Snowmobile/ATV/UTV Stump grinder (all) hydraulic/self powered Rear blade/box scraper/pull behind grader/packing pan/rollers

ATV Summer Supplement Adopted by the Off Road Vehicle Advisory Council

Spring/Summer/Fall Trail Grooming Drags

Class	Description	Rate Per Hour
Class I	Drag is a minimum of 7'6" in frame width with a minimum length of at least 16' excluding the tongue. Drag contains at least 2 sets of replaceable cutting blades	\$11.00
Class 2	Drag is a minimum of 7'6" in frame width	\$9.00



Sauk County Land Resources and Environment Department Attn: Parks and Recreation \$7995 White Mound Drive Hillpoint, WI 53937 (608) 355-4800

Trail System Land Use Certification

Form: LUC2018 Revised: 02/15/2024

Notice: Completion of this form is required under the Development, Maintenance and Grooming Contract between the Sauk County Land Resources and Environment Department and the Association of Sauk County Snowmobile Clubs, Inc. Due date is December 1 of each snowmobile season.

Instructions: Complete this form after all landowners in your club section have been contacted and have granted permission to use his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for snowmobile trail use. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

Section 1: Information			
Year of Snowmo	bile Season	Snowmobile	Club
Printed Name of	Individual Authorized to Act on Bel	half of Club	
Mailing Address	for Club		
Mailing Address	ioi Ciub		
			T= -
City		State	Zip Code
Telephone Numb	per of Authorized Individual		
1010priorio ria			
Email Address of	f Authorized Individual		
Section 2: Tra	il IDs		
		listed above	
List all County-funded trails for the snowmobile club listed above			
BARABOO	B1, B2, B3, B4, B5		
HILLCREST		HC1E, HC3E, F	IC1S, HC2S, HC3S, HC1W, HC2W, HC3W
HILLSBORO	HTB34		
HONEY CREEK	H1, H2, H3, H4, H5		
MERRIMAC	M1, M2, M3, M4, M5, M6, M7		
REDSTONE	RR1, RR2, RRCORR23		
REEDSBURG	R1, R2		
ROCK SPRINGS			
	HITE MOUND WM1, WM2, WM3, WM4, WM5, WM6, WM7		
WINFIELD W1, W2, W3, W5, W6			
Section 3: Cer	tification		
As the individual a	uthorized of the snowmobile club listed	d above in "Secti	on 1: Information, Snowmobile Club", of the Sauk County
Spowmobile Trail System, described as the portion listed above in "Section 2: Trail IDs", by my signature, I hereby certify that all			
landowners in my club section have been contacted verbally, electronically or with a signed contract and have granted permission to			
use his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been			
secured for snowmobile trail use for the upcoming snowmobile season.			
		30	_
Signature of	Authorized Individual	30	Date Prepared

Sauk County Land Resources and Environment Department Attn: Parks and Recreation \$7995 White Mound Drive Hillpoint, WI 53937 (608) 355-4800

Trail System Closure Certification

Form: CC2018 Revised: 02/15/2024

Notice: Completion of this form is required under the Development, Maintenance and Grooming Contract between the Sauk County Land Resources and Environment Department and the Association of Sauk County Snowmobile Clubs, Inc. Due date is April 15 of each snowmobile season.

Instructions: Complete this form after all fence closures have been completed, gates have been inspected and/or closed, the appropriate signs and/or markers have been removed and the trail section has been cleaned-up and closed. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

Section 1: Info	ormation		
Year of Snowmo	bile Season	Snowmobile Club	
Printed Name of	Individual Authorized to Act on B	ehalf of Club	
Mailing Address	for Club		
City		State	Zip Code
Telephone Numb	per of Authorized Individual		
Email Address or	Authorized Individual		
Section 2: Tra			
List all County-fu	nded trails for the snowmobile clu	ib listed above	3
BARABOO	B1, B2, B3, B4, B5		
HILLCREST	HC1N, HC2N, HC5N, HC6N, HC7N, HC1E, HC3E, HC1S, HC2S, HC3S, HC1W, HC2W, HC3W		
HILLSBORO	HTB34		
HONEY CREEK	H1, H2, H3, H4, H5		
MERRIMAC	M1, M2, M3, M4, M5, M6, M7		
REDSTONE REEDSBURG	RR1, RR2, RRCORR23		
ROCK SPRINGS			
WHITE MOUND			
WINFIELD			
Section 3: Cer	tification		
Snowmobile Trail S fence closures hav removed and the to	System, described as the portion liste been completed, gates have been	d above in "Sec inspected and/o closed in accor	ction 1: Information; Snowmobile Club", of the Sauk County ction 2: Trail IDs", by my signature, I hereby certify that all or closed, the appropriate signs and/or markers have been redance with trail specifications of the Sauk County Land ees.
Signature of	Authorized Individual	31	Date Prepared

Sauk County Land Resources and Environment Department Attn: Parks and Recreation \$7995 White Mound Drive Hillpoint, WI 53937 (608) 355-4800

Trail System Opening Certification

Form: OC2018 Revised: 02/15/2024

Notice: Completion of this form is required under the Development, Maintenance and Grooming Contract between the Sauk County Land Resources and Environment Department and the Association of Sauk County Snowmobile Clubs, Inc. Due date is December 1 of each snowmobile season.

Instructions: Complete this form after all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed, and the trail is in a safe operating condition. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

Year of Snowmo	rmation		
	oile Season	Snowmobile Club	
Printed Name of	Individual Authorized to Act on	Behalf of Club	
Mailing Address	for Club		
0:4.		State	Zip Code
City		State	Zip Code
elephone Numb	er of Authorized Individual		
Email Address of	Authorized Individual		
Section 2: Trai	I IDs		
ist all County-fu	nded trails for the snowmobile of	club listed above	
BARABOO	B1, B2, B3, B4, B5		
HILLCREST	HC1N HC2N HC5N HC6N HC	7N. HC1E. HC3E.	. HC1S, HC2S, HC3S, HC1W, HC2W, HC3W
HILLSBORO	HC1N, HC2N, HC5N, HC6N, HC7N, HC1E, HC3E, HC1S, HC2S, HC3S, HC1W, HC2W, HC3W HTB34		
HONEY CREEK	H1B34 H1, H2, H3, H4, H5		
MERRIMAC	M1, M2, M3, M4, M5, M6, M7		
REDSTONE	RR1, RR2, RRCORR23		
REEDSBURG	R1, R2		
ROCK SPRINGS	RS1, RS2, RS3		
WHITE MOUND	WM1, WM2, WM3, WM4, WM5, WM6, WM7		
VINEIEI D			
WINFIELD Section 3: Cer	ancanon		
Section 3: Cer		sted above in "Sec	etion 1: Information: Snowmobile Club", of the Sauk County
Section 3: Cer	thorized of the snowmobile club lis	sted above in "Sec	ction 1: Information; Snowmobile Club", of the Sauk County
Section 3: Cer	thorized of the snowmobile club listy	ted above in "Sec	ction 2: Trail IDs", by my signature, I hereby certify that all
Section 3: Cer As the individual at Snowmobile Trail S	uthorized of the snowmobile club listystem, described as the portion listy been completed, gates have be	ited above in "Sec en inspected and/	ction 2: Trail IDs", by my signature, I hereby certify that all for opened, the required signs and/or markers have been
Section 3: Cer As the individual at Snowmobile Trail Sence openings have	uthorized of the snowmobile club list system, described as the portion list we been completed, gates have been all section has been developed to a	ited above in "Sec en inspected and/ acceptable safety	ction 2: Trail IDs", by my signature, I hereby certify that all or opened, the required signs and/or markers have been standards and in accordance with trail specifications of the
Section 3: Cer As the individual at Snowmobile Trail S fence openings have enstalled and the tra	uthorized of the snowmobile club listystem, described as the portion listy been completed, gates have be	ited above in "Sec en inspected and/ acceptable safety	ction 2: Trail IDs", by my signature, I hereby certify that all or opened, the required signs and/or markers have been standards and in accordance with trail specifications of the
Section 3: Cer As the individual at Snowmobile Trail S ence openings ha	uthorized of the snowmobile club list system, described as the portion list we been completed, gates have been all section has been developed to a	ited above in "Sec en inspected and/ acceptable safety	ction 2: Trail IDs", by my signature, I hereby certify that all or opened, the required signs and/or markers have been standards and in accordance with trail specifications of the
Section 3: Cer As the individual at Snowmobile Trail S ence openings ha	uthorized of the snowmobile club list system, described as the portion list we been completed, gates have been all section has been developed to a	ited above in "Sec en inspected and/ acceptable safety	ction 2: Trail IDs", by my signature, I hereby certify that all or opened, the required signs and/or markers have been standards and in accordance with trail specifications of the



SAUK COUNTY ATV/UTV TRAIL DEVELOPMENT AND MAINTENANCE CONTRACT

This Contract made this 19th day of March 2024, by and between the County of Sauk, a political subdivision of the State of Wisconsin, hereinafter referred to as "County", and the Sauk Ridge Runners, Inc., a private ATV/UTV club corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County wishes to ensure that ATV/UTV trails within Sauk County are developed and maintained in a suitable fashion to ensure that the trails are safe and enjoyable for use by the public; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Communications. The Contractor shall designate one elected official from Sauk Ridge Runners, Inc., as set forth below, to be the point of contact for the County related to this contract. The designated elected club member shall be the only person to contact the County related to this contract and shall be the sole club member that the County is required to communicate with regarding this contract. This contract provision is intended to regulate all routine communications between the Contractor and the County. The Contractor may change their designated representative with a written amendment to this contract. All legal notices to the County shall be sent to the Sauk County Clerk.

Designated Elected Official from Sauk Ridge Runners, Inc. Information:

Name:	
Email address:	
Phone number:	

- 2. Scope of Land Area Covered by Contract. This contract shall apply to the ATV/UTV trails described and known as the Sauk County ATV/UTV Trail System, hereinafter referred to as "Trails", estimated at approximately 0.59 miles of ATV/UTV trails within the County, as specifically set forth in "Exhibit A", attached hereto and made a part hereof.
- 3. Term of Contract. This Contract shall commence on the date noted above and shall be for the 2024-2025 ATV/UTV season, July 1, 2024 to June 30, 2025, unless sooner terminated pursuant to the "Contract Termination" provisions in this agreement.
- 4. Outdoor Motorized Recreation Trail Aids Application and Grant Award. The County shall apply for outdoor motorized recreation trail aids by completion of the Outdoor Motorized Recreation Grant Application provided by the Wisconsin Department of Natural Resources, hereinafter referred to as "WDNR". Contractor shall submit written requests for funding by March 1 to the County. Requests received after March 1 will not be considered for the ATV/UTV season pursuant to the terms identified in this agreement.

Completion of WDNR forms is required under Wisconsin Statutes 23.09(26) and 23.33 and failure to complete said forms will result in denial of financial assistance.



The County shall annually request, by resolution, the authorization of the Sauk County Board of Supervisors to participate in the State of Wisconsin Motorized Recreation Grant Program.

In the event that funding is awarded to the County, the County shall review the grant agreement with the WDNR. If the grant agreement is desirable to the County, the County shall return a copy of the signed agreement to the WDNR.

County shall apply for supplemental funding if desired by Contractor if funding is available through the WDNR.

5. Payment. Payment to the Contractor by the County will be based upon submittal of monthly invoices, provided to the Department by the fourth Wednesday of each month. The invoice shall include an itemized listing of invoices paid by the Contractor (the receipts) and one lump sum for work reports, based upon time expended. The invoice shall also include copies of each paid invoice (receipt) and work reports. Invoices (receipts) and work reports shall be sent electronically to the Land Resources and Environment Department – Parks and Recreation Area.

Payment shall be made at rates in accordance with the Equipment and Labor Rate provisions adopted by the Off Road Vehicle Advisory Council for the current ATV/UTV season, as specifically set forth in "Exhibit B", attached hereto and made a part hereof.

All representatives of the County providing labor and/or supplies to the ATV/UTV program shall prepare work and expense reports.

The Contractor shall meet all of the requirements contained within this contract. County shall withhold payment if the Contractor fails to meet the specifications listed in this contract. Once the Contractor meets all specifications and requirements of this agreement, the County shall submit payment within forty-five (45) days.

The County shall request reimbursement for the grant by completing and submitting the Grant Payment Request & Worksheet provided by the WDNR.

- **6.** Equipment, Tools and Labor. Contractor agrees to furnish all tools, equipment, and labor necessary to maintain and perform all work as specified under the terms of this contract.
- 7. Material. Contractor shall furnish all signs, posts, gates and related materials necessary for the development and maintenance of the trail system.
- 8. Signs. Contractor agrees to erect, replace and maintain all signs consistent with standards specified in the applicable Wisconsin Statutes, the Wisconsin Administrative Code and regulations promulgated by the WDNR.
- 9. Maintenance and Land Use Agreements. Contractor agrees to perform all brushing, dragging, litter removal, and clean-up necessary to prepare the Trail to meet the specifications established by the WDNR in order to qualify the Trail for use. The Contractor shall annually provide the County with a Trail System Land Use Certification Form ("Exhibit C"), certifying that all landowners have been contacted verbally, electronically or with a signed contract and have granted permission to use their land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for ATV/UTV trail use. The County shall maintain copies of all land use agreements, update a listing of all landowners annually, and verify that all land use agreements are secured. County shall notify Contractor



of any absent land use agreements, and the Contractor shall provide absent land use agreements within one (1) month of notice. The County shall annually send land use certification(s) to the WDNR.

10. Trail Opening and Closing. The Trail system shall be considered open year-round. All signs, gates, markers and related items shall be in place and the trail shall be maintained in a safe operating condition at all times. The Contractor shall annually provide the County with a Trail System Opening Certification Form ("Exhibit D") certifying that all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed and the trail section has been developed to acceptable safety standards and in accordance with trail specifications established by the WDNR, before the Trail system is opened to the public. County shall annually send opening certification(s) to the WDNR.

The Contractor will determine if conditions are, or are not, suitable for ATV/UTV use and will open and close the trails accordingly. Contractor shall notify County of trail opening and trail closing at least one (1) hour prior to trail opening and trail closing. The County will maintain a record of trail openings and closures.

11. Safety Procedures – Equipment. Contractor shall attach a blinking light on top of the vehicle used while developing and/or maintaining trails and shall have headlights, taillights, and blinking lights on and working at all times. All equipment and vehicles shall be clearly marked with "Slow Moving Vehicle" signs to safeguard other Trail users.

The County shall randomly inspect trails annually. The County shall inform Contractor of any adverse determination regarding the trails and allow the Contractor an opportunity to correct any deficiencies or develop the trails to the acceptable safety standards, in accordance with the trail specifications established by the WDNR immediately after notice.

- 12. Independent Contractor Status. The Contractor is an independent contractor and not an agent or employee of the County. The Contractor shall placard or otherwise mark its equipment with the Contractor's name on both sides of its equipment.
- 13. Indemnification. The Contractor agrees to save, hold harmless, defend and indemnify the County and the State of Wisconsin and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property, County, State or other, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of the work in connection with this Contract.
- 14. Insurance Coverage. The Contractor, at their expense, shall maintain public liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring the Contractor and County with minimum coverage as follows: liability coverage for its officers, employees, and agents with policy limits at minimum of \$1,000,000 single limit and \$3,000,000 aggregate and workers compensation insurance in the following amounts:
 - a. Coverage A: Limits Statutory
 - b. Coverage B: Employer's Liability Limits
 - c. Bodily Injury by Accident \$100,000 each accident minimum
 - d. Bodily Injury by Disease \$100,000 each employee minimum
 - e. Bodily Injury by Disease \$500,000 policy limit minimum



The County shall be named as an additional insured on all insurance policies except workers compensation. The certificate shall provide for a ten-day written notice to the County in the event of cancellation or material change of coverage. The Contractor shall annually provide the County with acceptable certificates of insurance, from a corporation licensed in the State of Wisconsin to provide insurance. County shall annually send insurance certification(s) to the WDNR and other appropriate entities.

- **15. Conduct.** The Contractor agrees that its agents, employees and representatives shall conduct themselves in a decent, orderly, and business-like manner at all times while performing under this Contract.
- **16. Compliance.** Contractor agrees to follow and comply with the applicable Wisconsin Statutes, Wisconsin Administrative Code, the regulations promulgated by the State of Wisconsin Department of Natural Resources, and of Sauk County Code of Ordinances.
- 17. Amendment of Contract. This contract may only be amended, changed, or modified in writing by mutual agreement of the parties.
- **18. Assignment.** Contractor shall not assign, subcontract, or otherwise transfer this Contract except with the express written approval of the County.
- 19. Contract Termination. Notwithstanding any provision herein, the County reserves the right to terminate this Contract, for cause, upon seven (7) days written notice to the Contractor if the County determines that the Contractor's operation is unsatisfactory in any respect or if the County determines that the Contractor has failed, neglected, or refused to comply with the terms of this Contract. This contract is also subject to the availability of funding and shall be terminated in the event that funding for the required services is not available. In such event, the County shall notify the Contractor of such termination due to funding constraints.
- **20. Form of Contract.** Section 16.76(1) of the Wisconsin Statutes, is incorporated by reference into this contract, as applicable.
- 21. Applicable Law. This Contract shall be construed and governed by the rules and laws of the State of Wisconsin.
- 22. Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Contractor: Sauk Ridge Runners

S4232 Barreau Road LaValle, WI 53941



To County: Sauk County Clerk

505 Broadway Baraboo, WI 53913

With a copy to: Sauk County Parks Department

S7995 White Mound Drive

Hillpoint, WI 53937

Nothing in this paragraph is intended to disrupt routine communications between the parties.

- 23. No Construction Against Either Party. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.
- 24. Multiple Originals. This contract may be executed in multiple originals, each of which together shall constitute a single agreement.
- 25. Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
- 26. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Employer of any immunity, liability limitation or other protection available to the Employer under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Employer shall apply unless the Employer elects otherwise.
- 27. Open Records Law Compliance. Contractor understands and agrees that, because Employer is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Contractor and/or the Employer. Contractor agrees to fully comply with such laws, and to cooperate with Employer in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Employer or others upon the request of Employer. Compliance and cooperation of Contractor shall be at its sole cost and expense.
- 28. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Employer and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Contractor and the Employer, and the Employer will not be liable for any obligation incurred by Contractor including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from Employer or to participate in any Employer benefit plan.

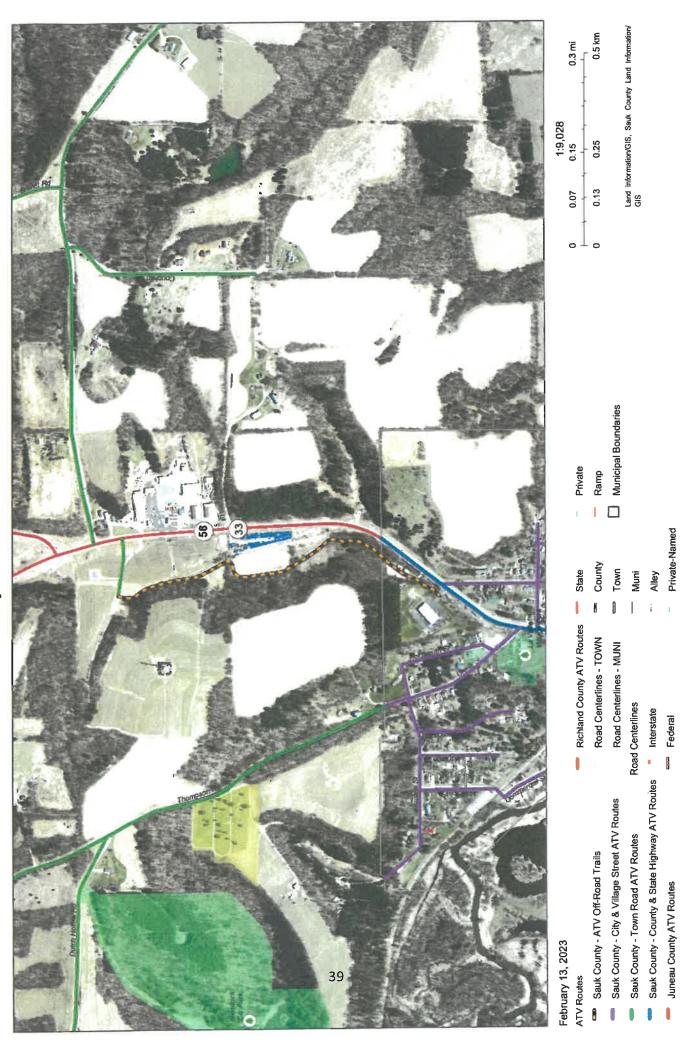


- 29. Competence, Solvency. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.
- 30. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date set forth herein.

COUNTY OF SAUK		
Administrator, Sauk County	Date	
SAUK RIDGE RUNNERS ATV/UTV CLUB		
President	Date	
Secretary	Date	

Sauk County ATV/UTV Routes and Trails



Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

I. SNOW TRAIL GROOMING EQUIPMENT RATES - All rates include power unit, grooming drag & operator(s).

Class	<u>Description</u>	Rate/Hour
	All heavy duty tracked units constructed specifically for snow grooming with a minimum of 150 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width. OR	\$5 more than AA AAA1 - \$100 AAA2 - \$90 AAA3 - \$80
	All fully tracked agricultural tractors with a minimum of 125 horsepower. OR Trucks: minimum 1-ton (4-wheel drive), minimum payload of 3,500 lbs., fully-tracked with a	AAA4 - \$70
	minimum manufactured 15,000 GWV track system.	
AA	All heavy duty tracked units constructed specifically for snow grooming having between 149 - 106 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width. OR	\$5 more than A AA1 - \$95 AA2 - \$85 AA3 - \$75
	All fully tracked agricultural tractors with 106 – 124 horsepower.	AA4 - \$65
Α	All wheeled or half-track agricultural tractors with all-wheel drive, minimum of 105 horsepower and capable of pulling on a sustained basis a hydraulically operated grooming drag of at least 7'6" (90 inches) frame width.	A1 - \$90 A2 - \$80 A3 - \$70 A4 - \$60
1	Drag is a minimum of 11'6" (138 inches) frame width with a minimum weight of 4,000 pounds and a length of at least 20 feet including snow packing pan but excluding the tongue.	Wings that fold
2	Drag is a minimum of 9'6" (114 inches) frame width with a minimum weight of 3,000 pounds and a length of at least 18 feet including snow packing pan but excluding the tongue.	down outside the main frame do not increase the drag width for funding
3	Drag is a minimum of 7'6" (90 inches) frame width with a minimum weight of 2,000 pounds and a length of at least 18 feet including snow packing pan but excluding the tongue .	purposes. Class is based on static frame dimensions.
4	Drag is a minimum of 7'6" (90 inches) frame width.	
В	All medium duty (including pick-up trucks) tracked units constructed or adapted specially for snow grooming and capable of pulling on a sustained basis a grooming drag 5'10" to 7'5" (70-89 inches) frame width. OR All wheel type agricultural tractors with all-wheel drive or four- wheel drive assist with a range of 65-104 horsepower.	\$50.00
С	All light duty power units constructed or adapted for snowmobile trail grooming and capable of pulling on a sustained basis a grooming drag 4' to 5'9" (48-69 inches) frame width. Examples of the class of power units would include: ATVs/UTVs and snowmobiles. This class also includes all equipment not addressed in other classes.	\$35.00

Notes regarding correct rates for grooming equipment:

- 1. A Class A power unit pulling either an 11'6" or 9'6" grooming drag that does **not** meet the specifications for either 1, 2 or 3 drags will be placed at level 4 for rate purposes.
- 2. A Class A power unit not pulling a 7'6" grooming drag will be placed in Class B for rate purposes.
- 3. A Class B power unit **not** pulling a 5'10" grooming drag will be placed in Class C for rate purposes.
- 4. A power unit will **not** be placed in a higher class if it pulls a larger grooming drag than specified for the class.
- 5. Modifications to the drag must maintain original cutting and packing function as designed. Modifications made outside the main frame will not increase the funding class.
- 6. Those winged drags that were previously funded and met the specifications as stated prior 2022-23 season may continue to be funded at their previous classification (drag dimensions included) for a period of 10 years (through 2031-32)
- 7. Groomer time spent traveling on a route that is an integral part of a single funded trail may be funded at a rate of 50% of the assigned groomer rate, as non-grooming transport time. DNR will determine if route is integral to the funded trail.

Last Revised: 09/11/2023 10:36:17 AM

Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

II NON-GROOMING MAINTENANCE LABOR AND EQUIPMENT RATES A

MAINTENANCE LABOR (For other than trail grooming)

A labor rate of \$9.00 per hour maximum is established for all non-grooming labor performed in WINTER trails, or \$12.00 per hour maximum on any SUMMER ATV/UTV trails under the maintenance agreement by snowmobile clubs and or other similar organizations with the sponsoring county. Maintenance will generally include mowing and brushing, sign and post replacement, plowing of parking lots and roads, shelter and toilet maintenance and normal repair and replacement of structures and facilities.

The allowable labor rate for county employees and others included in labor contracts will be as specified by contract.

B EQUIPMENT RATES (For other than trail grooming)

The following schedule is based on frequently used pieces of equipment for non-grooming maintenance. The Department of Transportation rates are considered when these rates are reviewed each year.

Equipment rates for pieces of equipment not found on this list will be found in the DOT rates. Unless specified otherwise, these rates for equipment are based on hourly use. These rates do **not** include the operator. Where the Department of Transportation issues rates that reflect an adjustment due to fuel rates, these rates shall be the rates utilized for the season.

Class	Description	Rate
101	All trucks pickups	\$16.00
105	All trucks single axle dual-tire over 26,000 lbs.	\$56.00
128	All Trucks, tandem, tri, quad axle	\$60.00
203	All Tired tractors & All skid-steers up to 49 hp	\$28.00
205	All Tired tractors & All skid-steers 50-99 hp	\$33.00
206	All Tired tractors & All skid-steers 100-149 hp	\$43.00
207	All Tired tractors & All skid-steers 150 hp and up	\$52.00
215	All Fully Tracked tractors & dozers up to 99 hp	\$48.00
217	All Fully Tracked tractors & dozers 100 - 149 hp	\$53.00
218	All Fully Tracked tractors & dozers 150 hp and up	\$82.00
401	Air compressor all types	\$14.00
410	Motorized mower over 23" (self-contained or pull behind)	\$15.00
413	Mower—tractor mounted	\$16.00
414	Sickle attached to power unit	\$16.00
490	Trailer less than 1 ton (use mfr. rated capacity)	\$11.00
491	Trailer 1-4 tons (use mfr. rated capacity)	\$15.00
493	All Trailers over 4 ton	\$26.00
550	Rubber tired Backhoe (80 HP and over) was # 250	\$55.00
555	Excavator Track type (less than 100 HP)	\$48.00
558	Excavator Track type (100 - 149HP)	\$52.00
559	Excavator Track type (150HP and over)	\$65.00
802	Portable electric generator (all types)	\$18.00
902	Chipper self-contained (minimum 25 hp)	\$33.00
914	Chain Saw, pole saw, power pruner, brush saw, weed eaters	\$6.50
914T	Trailblazer brush cutter (attachment)	\$10.50
915	Auger (attachment for tractor/ skid steer), Post pounder-hydraulic	\$32.00

Last Revised: 09/11/2023 10:36:17 AM

Equipment and Labor Rates for 2023-24 Season Adopted by Snowmobile Recreation Council & Off-Road Vehicle Council

916	Hand-held motorized post-hole digger	\$13.00
919	Disc/spring tooth harrow/cultimulcher/cultipacker/rototiller	\$11.00
922	Welder	\$4.00
932	Brush Cutter - hydraulic driven/Fecon head	\$30.00
940	Brush Cutter—PTO driven	\$23.00
953	Boom for brush cutter	\$15.50
9042	Gas drill	\$5.00
9145	Snowmobile/ATV/UTV	\$19.00
9152	Stump grinder (all) hydraulic/self powered	\$36.00
9205	Rear blade/box scraper/pull behind grader/packing pan/rollers	\$8.00
9406	Chipper, PTO driven	\$25.00

ATV Summer Supplement Adopted by the Off Road Vehicle Advisory Council

Spring/Summer/Fall Trail Grooming Drags

Class	Description	Rate Per Hour
Class I	Drag is a minimum of 7'6" in frame width with a minimum length of at least 16' excluding the tongue. Drag contains at least 2 sets of replaceable cutting blades	\$11.00
Class 2	Drag is a minimum of 7'6" in frame width	\$9.00



Sauk County Land Resources and Environment Department Attn: Parks and Recreation S7995 White Mound Drive Hillpoint, WI 53937 (608) 355-4800

Trail System Land Use Certification

Form: LUC2018

Notice: Completion of this form is required under the Development and Maintenance Contract between the Sauk County Land Resources and Environment Department and the Sauk Ridge Runners, Inc. Due date is April 15 of each year.

Instructions: Complete this form after all landowners in your club section have been contacted and have granted permission to use his/her land and/or all necessary private property easements, leases, permits or other appropriate agreements have been secured for ATV/UTV trail use. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

Section 1: Info	ormation		
Year of ATV/UT	Year of ATV/UTV Season ATV/UTV Club		
Sauk Ridge Runners			
Printed Name of	Individual Authorized to Act on Be	half of Club	
Mailing Address	for Club		
			,
City		State	Zip Code
Telephone Num	ber of Authorized Individual		
Email Address o	f Authorized Individual		
Section 2: Tra	il IDs		
List all County-fu	unded trails for the ATV/UTV club lis	sted above	
SRR2			
SAUK RIDGE	SRR2		
Section 3: Cer			TO STATE OF THE ST
As the individu	al authorized of the ATV/UTV c	lub listed abo	ve in "Section 1: Information; ATV/UTV Club", of ortion listed above in "Section 2: Trail IDs", by my
signature I her	eby certify that all landowners i	n my club sec	tion have been contacted verbally, electronically
or with a signed	contract and have granted perr	nission to use	his/her land and/or all necessary private property
		e agreements	have been secured for ATV/UTV trail use for the
upcoming ATV	TOTY SEASON.		
			6
Signature of	Authorized Individual		Date Prepared

Sauk County Land Resources and Environment Department Attn: Parks and Recreation \$7995 White Mound Drive Hillpoint, WI 53937 (608) 355-4800

Trail System Opening Certification

Form: OC2018

Notice: Completion of this form is required under the Development and Maintenance Contract between the Sauk County Land Resources and Environment Department and the Sauk Ridge Runners, Inc. Due date is April 15 of each year.

Instructions: Complete this form after all fence openings have been completed, gates have been inspected and/or opened, the required signs and/or markers have been installed, and the trail is in a safe operating condition. Send completed form to the Sauk County Land Resources and Environment Department, Attn: Parks and Recreation, S7995 White Mound Drive, Hillpoint, WI 53937.

V/UTV Club uk Ridge Runners of Club ute Zip Code
of Club
ite Zip Code
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above
isted above in "Section 1: Information; ATV/UTV Club", of as the portion listed above in "Section 2: Trail IDs", by my have been completed, gates have been inspected and/or been installed and the trail section has been developed to the trail specifications of the Sauk County Land Resources on Services.
1 1 1



SAUK COUNTY OFF-HIGHWAY MOTORCYCLE TRAIL DEVELOPMENT, MAINTENANCE AND EVENT CONTRACT

Contract by and between Sauk County ("County") and Driftless Dual Sport Riders ("Contractor") as follows:

WHEREAS, Sauk County annually participates in maintaining, acquiring, insuring or developing lands for public motorized trail use. In doing so, these public motorized trails are eligible for grant funds through the Wisconsin Department of Natural Resources; and

WHEREAS, the aforementioned grant program funds 100% of the cost for the acquisition, development, insurance, and maintenance of public trails. Funding for the program comes from registration fees and a portion of tax on gasoline; and

WHEREAS, The Driftless Dual Sports Riders contacted the County, requesting assistance with a grant application for a one-two day special event to be held at the Sauk Prairie State Recreation Area; and

WHEREAS, Under the concept of re-purposing as described in the Master Plan, County is facilitating the grant on behalf of the local OHM club by requesting funds to cover the cost of a one-two day special event for Off-Highway Motorcycle riders in 2024 ("Event"); and

WHEREAS, under the Master Plan guidelines the club requests to re-purpose up to 50% of the established biking, equestrian and public roads within the Sauk Prairie State Recreation Area for the Event; and

WHEREAS, the County has been awarded a grant from the Wisconsin DNR to facilitate the Event, which would be used to reimburse the OHM club for actual expenses incurred such as insurance and signage, and also covers County staff time.

NOW, THEREFORE, based on the good and valuable consideration stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Duties of Contractor. Contractor shall be responsible for the following:

- a. Notify the County Land Resources and Environment Department of the dates the event is scheduled.
- b. The Event shall be held no later than November 30, 2024.
- c. Notify the County upon completion of the work, meet with the County representative on-site to review the trails. If the clean-up is found to be deficient, or if the trails need repair due to the event, Contractor shall clean up and make repairs as noted in the written notice provided by the County.
- d. The Contractor will be responsible for site safety during all phases of the Event. Contractor shall ensure that all trails to be used for the Event are signed with appropriate warning signs and blocked off to prevent public access.
- e. All Federal, State, County, and local laws, permits, and regulations are to be adhered to by the contractor. No deviations from the specifications allowed unless the County agrees. The County is not aware of any permits specific to this project.
- f. Once the Event is completed and all clean-up and/or repair work is approved by the County, all leftover materials, waste, tools and equipment must be removed from the Event site, trail and area.



- 2. Duties of the County. The County shall be responsible for the following:
 - a. Manage the grant funds and reporting to the State of Wisconsin DNR.
 - b. Make reimbursement for expenses to the Contractor within 45 days of reimbursement requests.
- 3. Communications. The Contractor shall designate one elected official from Driftless Dual Sport Riders, as set forth below, to be the point of contact for the County related to this contract. The designated elected club member shall be the only person to contact the County related to this contract and shall be the sole club member that the County is required to communicate with regarding this contract. This contract provision is intended to regulate all routine communications between the Contractor and the County. The Contractor may change their designated representative with a written amendment to this contract. All legal notices to the County shall be sent to the Sauk County Clerk.

Designated Elected Official from Driftless Dual Sport Riders Information:

Name:		
Email address:		
Phone number:		

4. Notices. Any legal notices required by this Agreement shall be made in writing to the address specified below:

County:

County Clerk 505 Broadway

Baraboo, WI 53913

With a copy to:

Sauk County Land Resources and Environment

Attn: Jekka Alt

S7995 White Mound Drive

Hillpoint, WI 53937

Contractor:

Driftless Dual Sport Riders

125 S. Monroe Street Stoughton, WI 53589

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

- **5. Insurance.** During the term of this Agreement, Contractor shall maintain the types and amounts of insurance in the attached insurance certificate (Exhibit 1).
 - a. Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.



- **6. Delay in Performance.** Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 7. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.
- **8. Survival.** The warrantees, representations and covenants of this Agreement shall survive completion of the Services under this Agreement or any termination of this Agreement.
- **9. Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 10. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- **11. Integration.** This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.
- **12. Assignment.** Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.
- **13. Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- 14. No Construction Against Either Party. This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.



- **15. Multiple Originals.** This contract may be executed in multiple originals, each of which, together shall constitute a single agreement.
- **16. Captions.** The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
- 17. No Partnership or Joint Venture. This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the Agreement.
- 18. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.
- 19. Open Records Law Compliance. Contractor understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Contractor. Contractor agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of Contractor shall be at its sole cost and expense.
- 20. Amendment. No amendment of this contract shall be binding unless in writing and signed by all of the parties.
- **21. Standard of Care.** The same degree of care, skill, and diligence shall be exercised by Contractor in the performance of its duties as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
- 22. Equal Employment Opportunity. Contractor hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11216 and other applicable laws and regulations. Contractor affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a veteran, including a veteran of the Vietnam era, membership in the national guard or reserve components of the military of the United States, political affiliation, or any other legally protected status. It is Contractor's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. Contractor further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.
- 23. Gratuities Kickbacks non-collusion. It shall be a breach of this contract and subsequent amendments for contractor to offer, give, or agree to give anything of pecuniary value or to make an offer for employment to any elected official, employee, or former employee in connection with this Agreement. Prohibited conduct shall include, but is not limited by enumeration, acts or attempts to influence: any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, the contents of any



specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore.

24. Time of the Essence. Except as otherwise specifically stated herein, time is of the essence with respect to all provisions of this contract that specify a time for performance.

{READ THE NEXT SECTION CAREFULLY, YOU HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS CLAUSE}

25. Indemnification and hold Harmless. Contractor shall at all times indemnify, defend and save harmless, the County and it's supervisors and employees from any and all causes of action, demands, liability, claims, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees, by reason of loss or damage to any property or bodily injury to any person, including but not limited to death, as a direct or indirect result of the performance by Contractor of its duties hereunder or as a result of participation in the preparation, clean-up or participation in the Event, and as the result of any action or omission of Contractor.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the corporation or other entity they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement:

COUNTY OF SAUK	
Administrator, Sauk County	Date
DRIFTLESS DUAL SPORT RIDERS	
President	Date
Secretary	Date

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

th	is c	BROGATION IS WAIVED, subjec ertificate does not confer rights	to the	certi	ficate holder in lieu of su	ich end	dorsement(s)		equite an endorsement		automont on
PRODUCER Jones Birdsong Insurance Services Division of Specialty Program Group LLC		6-998-3864		CONTACT Donald Birdsong							
					(A/C, N	o, Ext): 866-99	8-3864	FAX (A/C, No):			
600	Mari	ket Street, Suite 210				E-MAIL ADDRE	SS:				
Cha	nha	ssen, MN 55317						URER(S) AFFOR	RDING COVERAGE		NAIC#
						Meups			And General		16608
		Aion- Adoto						TK Marme 7	And Ochoral		
INSU	RED	American Motorcyclist Association, Inc.; AMA				INSURE	R B :				
		District Organizations,				INSURE	RC:				
		Clubs and Promoters				INSURE	RD:				
		13515 Yarmouth Drive				INSURE	RE:				
		Pickerington, OH 43147				INSURE	RF:	•			
CO	VER	AGES CEF	RTIFI	CATE	NUMBER:	^			REVISION NUMBER:		
		S TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			HE PO	LICY PERIOD
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		\$100,000 E&O	Y		PK202500020071		1/30/2023	1/30/2024	PREMISES (Ea occurrence)	\$	excluded
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									PERSONAL & ADV INJURY	\$	5,000,000
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		POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	5,000,000
	X	OTHER: Per Event							PLL	\$	1,000,000
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		ANY AUTO							BODILY INJURY (Per person)	\$	
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		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Pe accident)	s	
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	(Man	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
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_							to attack and if man				
		TION OF OPERATIONS / LOCATIONS / VEHIC	CLES (ACORD	101, Additional Remarks Sched	uie, may i	pe attached if mo	re space is requi	reaj		
Тур	e of	f Event: Class 6C									
		itle: Badger									
		n: Sauk Prairie State Recreati	onal .	Area							
Prei	niu	m: \$231.00									
CE	RTIF	ICATE HOLDER				CAN	CELLATION				

Driftless Dual Sport Riders

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donald Birdsong

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NOTEPAD:

HOLDER CODE

INSURED'S NAME American Motorcyclist

AMERI-8 OP ID: NC

Date

PAGE **2** 5/3/2023 **+**

Type of Insurance: Commercial General Liability

Policy Number: PK202300026671

Insured: AMERICAN MOTORCYCLIST ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS

Additional Insureds, in accordance with policy terms and conditions:

- A. Any managers, owner, or lessor of premises used by the named insured;
- B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
- C. Any person or organization sponsoring your activities or events;
- D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members; volunteers
- E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
- G. Any lessor of leased equipment when required in lease agreement with you

H. Wisconsin DNR and it's employees S5975 Park Road Baraboo, WI 53913 - Land owner I. Sauk County Sauk County Parks Dept S7995 White Mound Drive, Hillpoint, WI 53937 - Grant writer

EVENT DATES*: 10/1/2023

PRACTICE: N/A

ADDITIONAL CAMPING: N/A
ADDITIONAL SET-UP: N/A
ADDITIONAL TEAR DOWN: N/A

RESOLUTION # 18 - 2024

Resolution to donate the fire hose and wagon from the historic 1921 firehouse at the Sauk County Farm to the Reedsburg Area Historical Society and Pioneer Village.

Resolution offered by the Land Resources and Environment Committee

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

BACKGROUND:

The Sauk County Land Resources and Environment Department created the 2022-2042 Sauk County Farm Property Master Plan to ensure the continued management of the site's agricultural and natural resources, preservation of its historic features, and the transformation of the space into an educational resource for the communities of Sauk County. Over the next 20 years, the County Farm is envisioned to become an important educational resource for Sauk County residents of all ages and backgrounds to learn about regenerative, profitable, and resilient agricultural practices through on-site demonstration, research, and collaborative partnerships. The master plan is centered on the following goals: to create educational opportunities for Sauk County's current and future farmers through community partnerships; utilize the space for agricultural demonstration and research; and pay homage to the history and people of the property. The County Farm will become a space where educational institutions, non-profit organizations, public agencies, and any interested person in Sauk County can converge to learn about farming and train the leaders who will carry forward our community's agricultural legacy.

Resolution No. 150-2019 adopting the 2020-2024 Sauk County Outdoor Recreation Plan was approved by the Sauk County Board of Supervisors on January 21, 2020. Objectives of the plan include donation of the original horse-drawn fire hose and wagon to a local museum or historical society for greater educational use, and the restoration and reuse of the fire house into a storage shed for the community gardens.

The Reedsburg Historical Society and Pioneer Village has an expressed interest and ability to display the original horse-drawn wagon and hose which are currently stored in the historic 1921 fire house at the Sauk County Farm. The wagon and hose would be put on display in the Sanders Building located within the Pioneer Village. They already have on display the Sauk County Farm one-room schoolhouse that was originally located near the farm from 1858-1962.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby donate the original fire hose and wagon from the historic 1921 firehouse at the Sauk County Farm to the Reedsburg Area Historical Society and Pioneer Village.

Approved for presentation to the County Board by the Land Resources and Environment Committee, this 19th day of March 2024.

Consent Agenda Item: [] YES [] N	10	
Fiscal Impact: [] None [X] Budgete	ed Expenditure	[] Not Budgeted
Vote Required: Majority =	2/3 Majority = _	3/4 Majority =

52 53 54 55 56	The County Board has the legal authority to by the Corporation Counsel,	to adopt:	Yes X	_ No , Date	as reviewed e:
57 58 59 60 61 62	Offered and passage moved by: Marty Krueger, Chair	⊠ Aye	□ Nay	□ Abstain	□ Absent
63 64	Peter Kinsman, Vice Chair	☐ Aye	□ Nay	☐ Abstain	☐ Absent
65 66 67	Brandon Lohr	Aye	□ Nay	□ Abstain	☐ Absent
68 69 70	Dennis Polivka	Aye	□ Nay	☐ Abstain	☐ Absent
71 72 73	Robert Spencer	⊠Aye	□ Nay	☐ Abstain	□ Absent
74 75 76	Valerie McAuliffe	Aye	☐ Nay	☐ Abstain	□ Absent
77 78 79	Symm Elect Lynn Eberl	Aye	□ Nay	☐ Abstain	□ Absent
80 81 82 83	Randy Puttkamer	□ Aye	□ Nay	□ Abstain	☐ Absent
84 85 86 87	Fiscal Note: Representatives from the Reedsb and wagon to be between \$2,500 to \$5,000.		ical Societ	y estimated ti	ne value of hose
88	MIS Note: None.				

RESOLUTION # 19 - 2024 AUTHORIZING THE RENEWAL OF SAUK COUNTY'S EXISTING MICROSOFT ENTERPRISE AGREEMENT

Resolution offered by the Executive and Legislative Committee.

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

BACKGROUND:

Background: Sauk County is currently enrolled in a Microsoft Enterprise Agreement (EA) and has been since 2009. An Enterprise Agreement is a three-year license agreement that provides special pricing and licensing terms for products enrolled in the agreement. Sauk County's current three-year agreement is set to renew on April 1, 2024. Under this agreement, Sauk County may purchase additional licenses, at the contracted rate, at any time during the term of the contract and is required to do so in order to maintain the correct number of licenses in compliance with the terms of the agreement. The term of this agreement is through March 31, 2027.

This renewal will upgrade the current licensing from Office365 to Microsoft365, an enterprise version of the current license model, providing improved security features and enhanced management of end-user devices with multi-factor authentication and mobile device management.

Under this agreement, Sauk County will license 595 MS Office users and 187 email-only users.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the existing Microsoft Enterprise Agreement be renewed for a three-year term beginning April 1, 2024, at an annual cost of \$255,138 and;

BE IT FURTHER RESOLVED, that the Sauk County MIS Director be authorized to obtain additional licenses under this agreement, up to the number required to maintain compliance with said agreement, on behalf of Sauk County, and;

BE IT FURTHER RESOLVED, that the Sauk County MIS Director be delegated the authority to sign any contracts related to this renewal on behalf of Sauk County.

Approved for presentation to the County Board by the Sauk County Executive and Legislative Committee, this 19th day of March 2024.

Consent Agenda Item: [] YES [X] NO
Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted
Vote Required: Majority = 3/4 Majority =
The County Board has the legal authority to adopt: Yes X No as reviewed by the Corporation Counsel,, Date:

Offered and passage moved by:

51 52					
53	Executive and Legislative Committee:				
54	0 1/2				
55	HINK ////				
56 57	Timothy McCumber	☐ Nay	☐ Abstain	☐ Absent	
58	1019 Wccumber				
59	(bC) Day	□ Nay	☐ Abstain	□ Absent	
60	ohn M. Dietrich	·			
61	To many to a training	□ Na	□ Ab -4-:-	C About	
62 63	Brian L. Peper	☐ Nay	☐ Abstain	☐ Absent	
64	Dian L. I opoi				
65		□ Nay	☐ Abstain	☐ Absent	
66	Carl Gruber				
67 68	ПАио	☐ Nay	☐ Abstain	☐ Absent	
69	□ Aye Marty Krueger	□ Nay	□ Abstairi	□ Absent	
70	many madger				
71					
72 73	Fiscal Note:				
74	The 2024 MIS Budget Provides funding for this renewal	dung			
75	The 2024 Milo budget i Tovides failuing for this renewar	<i>0</i> ''''			
76	MIS Note:				
77					
78	The proposed system is cloud-based and does not requ	ire the pur	chase of addi	tional hardwa	re
79	or infrastructure to support the use of the software.				

RESOLUTION # 20 -2024

Resolution to Adopt the Public Participation Plan as part of the Sauk County 2024 Hazard Mitigation Plan Update

Resolution offered by the Executive & Legislative Committee

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

BACKGROUND: Working in concert with local jurisdictions, Sauk County has initiated a project to update its countywide hazards mitigation plan to comply with the Disaster Mitigation Act of 2000. The Public Participation Plan lists the methods whereby Sauk County Emergency Management will facilitate public participation and local government involvement in the preparation, review, and adoption of the updated Sauk County Hazard Mitigation Plan.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, to adopt the Multijurisdictional 2024 Hazards Mitigation Public Participation Plan (attached).

Approved for presentation to the County Board by the Executive and Legislative Commitee, this 5th day of March, 2024

Consent Agenda Item: [] YES [X] NO)			
Fiscal Impact: [] None [X] Budgeted	Expenditure	[] Not l	Budgeted	
Vote Required: Majority = X 2	/3 Majority = _		3/4 Majority	=
The County Board has the legal author by the Corporation Counsel,	ity to adopt: Y	es <u>X</u>	No , Date	as reviewed e:
Offered and passage moved by: Chair, Timethy McCumber Vice-Chair John Deitrich	A ye		□ Abstain	
Supervisor Carl Gruber		□ Nay	☐ Abstain	□ Absent
Supervisor Brian Peper	Aye	□ Nay	☐ Abstain	☐ Absent
Supervisor Marty Krueger		□ Nay	☐ Abstain	☐ Absent

Fiscal Note: Federal Grant funds of \$25,641.66 (75%) have been previously approved 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.

55 MIS Note: No MIS Note.

57 2

Public Participation Plan Sauk County Multijurisdictional 2024 Hazards Mitigation Plan Update

Working in concert with local jurisdictions, Sauk County has initiated a project to update its countywide hazards mitigation plan to comply with the Disaster Mitigation Act of 2000. The items listed below are the ways in which the county will facilitate public participation and local government involvement in the preparation, review, and adoption of the plan update.

- Formation of a Steering Committee. An advisory steering committee will be established to guide the
 project and provide oversight and input. Members, selected by Sauk County Emergency Management,
 will include county officials and staff, local government officials, emergency services, community
 members and representatives who wish to participate.
- Public Notices for Steering Committee Meetings. All steering committee meetings will be formally noticed and open to the public consistent with the state's open meeting law.
- Local Government Involvement. Each of the local governments in Sauk County will be contacted early
 in the process and informed about the project and asked to enter into a memorandum of understanding
 (MOU) with the county. Although the MOU would be non-binding, it would establish a framework for
 intergovernmental cooperation and coordination in terms of information sharing and give the jurisdiction
 the opportunity to also adopt the plan making it eligible for federal mitigation funding.
- Local Jurisdiction Survey. A listing of critical facilities in the jurisdiction and a draft version of the
 assessment matrix used in the plan will be sent to each of the local jurisdictions in the county. Local
 officials will have an opportunity to review and comment on the materials prepared up to that date.
- **Fire Chiefs Survey**. A survey will be sent to each of the fire chiefs in the county to collect information on wildland fire in their jurisdiction.
- **Website.** Information about the project will be posted on the county's website, along with draft documents, maps, meeting notices and agendas, and project-related news.
- Material Availability. As various drafts are completed, copies will be sent to each of the local
 jurisdictions in Sauk County and other interested parties for review and comment. Drafts will also be
 posted on the county's website.
- Plan Adoption. The County Board will review the plan at one of its meetings and take final action on the
 resolution adopting the plan. Each of the participating cities and villages who want to adopt the plan may
 also adopt resolutions of adoption as well.
- Press Releases. Press releases will be issued to the local media on an as-needed basis.
- Other Means. The county may provide other avenues for public participation and local government involvement during the course of the project.

50-

RESOLUTION # 21 - 2024

Resolution Authorizing the Acquisition of a Learning Management System from TalentLMS

Resolution offered by the Personnel and Executive and Legislative Committees.

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

BACKGROUND: Sauk County currently employs roughly 700 employees, plus contractors and elected officials. Providing comprehensive, consistent, and compliant training for this staff is a continuing challenge. A Learning Management System (LMS) provides a software platform that can deliver training courses to staff electronically. This ensures all staff receive the required training in a timely manner while providing the necessary management and regulatory compliance records. Additionally, this will help support the County in a new initiative to increase employee recruitment and retention (a top priority of the County Board based on 2023 survey results).

During the latter half of 2023, Sauk County reviewed numerous LMS options. The field of options was reduced to three specific vendors and, following demonstrations of each, it was determined that the system from TalentLMS best met the specific requirements of Sauk County.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, that the acquisition of licensing for TalentLMS at an annual cost of \$14,970 be hereby approved; 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 Personnel and Executive and Legislative Committees, this 19th day of March, 2024.

1 1VEO 1VINO

Consent Agenda Item: [] YES [X] NO				
Fiscal Impact: [] None [X] Budgeted Exp	enditure	[] Not Bu	dgeted	
Vote Required: Majority = X 2/3 Maj				
The County Board has the legal authority to the Corporation Counsel,	adopt: Y	′es <u> </u>	No, Date:	as reviewed by
Offered and passage moved by:				
Executive and Legislative Committee:				
Tirfjothy McCumber	Aye	□ Nay	☐ Abstain	☐ Absent
John M. Dietrich	€ Aye	□ Nay	☐ Abstain	□ Absent
Brian L. Peper	Aye	□ Nay	☐ Abstain	☐ Absent

52 53	Carl Gruber	☐ Aye	☐ Nay	☐ Abstain	□ Absent
54 55 56 57	Marty Krueger	□ Aye	□ Nay	☐ Abstain	□ Absent
58 59 60	Personnel and Insurance Committee:				
61 62	Carl Gruber	☐ Aye	□ Nay	☐ Abstain	□ Absent
63 64 65	Peter Kinsman	∄Aye	□ Nay	☐ Abstain	☐ Absent
66 67 68	Terry Spencer	☐ Aye	□ Nay	☐ Abstain	☐ Absent
69 70 71	Robert Prosser	□ Aye	□ Nay	☐ Abstain	☐ Absent
72 73 74 75	Jacob Roxen	Aye	□ Nay	☐ Abstain	☐ Absent
76 77	Fiscal Note:				
78 79 80 81 82 83	The 2024 MIS Budget for Human Resources of LMS. Additional funds will be derived from car Accounts. Subsequent annual renewal costs of Resources from tax levy.	ryforward	funds ava	ilable in MIS (Capital Outlay
84 85	MIS Note:				
86 87	The proposed system is cloud-based and does or infrastructure to support system operation.	s not requi	re the pur	chase of addit	ional hardware

JMS Options		Sing marks full			MINE STATE OF THE STATE OF						Section Section
		1 five 1 48			Functions	Functions / Features					1 (A) 1 (A) 2 (B) 2 (B)
Vendor	Authoring Tool	Course	Course Catalog Included	Single Sign-On	Custom Reports	Custom Homepages	Saves History to Create Courses	AI Capabilities to Create Courses	Translation	Search Functionality	Annual
Spring	×		×	×	×		×	×	52 languages	×	\$ 23,000
KPA		unlimited	THE STATE OF THE S	×	×		×		127 languages	×	\$ 19,000
Falent LMS	×	unlimited	750 courses	×	×	×	×	*	Spanish	×	\$ 14,970

RESOLUTION # 22-2024

Resolution to Authorize the Director of Land Resources and Environment to Accept Multi-Discharge Variance Funding; and Amending the 2024 Budget

Resolution offered by the Land Resources and Environment Committee and Finance Committee

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

BACKGROUND: The Multi-Discharge Variance (MDV) program for phosphorus extends the timeline for Wisconsin Pollutant Discharge Elimination System (WPDES) permitted facilities complying with low-level phosphorus limits. In exchange, facilities commit to step reductions of phosphorus within their effluent and provide funding to address nonpoint sources of phosphorus from farm fields or other natural areas through the implementation of practices designed to improve water quality. Sauk County Land Resources and Environment Department can assist in the implementation of these practices.

In December 2023, the department submitted the paperwork necessary to participate in the MDV program and accept funding per Sauk County Resolution No. 94-2023. Actual funding amounts did not become available until January 1, 2024. The original MDV funding amount was anticipated to be \$22,951; however, finalized funding amounts are now \$144,642.17.

THEREFORE, **BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, to authorize the Director of Land Resources and Environment to accept multi-discharge variance funding and to:

- Submit watershed plans, annual reports, and other documentation required by the MDV Program to the State of Wisconsin Department of Natural Resources; and
- Enter into cost-sharing agreement with landowners/operators to install best management practices utilizing MDV funding.

BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that the 2024 Budget be amended to increase the Multi-Discharge Variance expenditure funded by municipal wastewater treatment facilities.

Approved for presentation to the County Board by the Land Resources and Environment Committee and Finance Committee, this 19th day of March 2024.

Consent Agenda Item: [] YES [] NO
Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted
Vote Required: Majority = 3/4 Majority =
The County Board has the legal authority to adopt: Yes No as reviewed by the Corporation Counsel,, Date:

Offered and passage moved by: Land Resources and Environment

	$M \cup F \cup$	~/.	11	m Al II	, Al (
52 53	Matter T Kunger	t X Aye	□ Nay	☐ Abstain	☐ Absent
33 54	Marty Krueger, Chair				
54 55	B	⊈ Aye	□ Nay	□ Abstain	□ Absent
56	Peter Kinsman, Vice Chair	g_ rigo	_ 11ay	_ / LDOCGIII	_ / lboont
57	Total Killionians vice Shan				
58	1/ see		□ Nay	☐ Abstain	☐ Absent
59	Brandon Lohr		•		
60	D-160.				
61		∴√ Aye	□ Nay	□ Abstain	☐ Absent
62	Dennis Polivka				
63	816	4	- 11	_ *,	- Al 4
64	Soft Sper	Aye	□ Nay	□ Abstain	☐ Absent
65	Robert Spenger	•			
66	Valeri ha welfe	X Aye	□ Nay	☐ Abstain	□ Absent
67	Valerie McAuliffe	A Aye	□ INay	∐ Abstairi	□ VD2GH
68 69	valerie wcAuline				
70	Tynn Elel	≱ Aye	□ Nay	□ Abstain	□ Absent
71	Lynn Eberl	A. 1)			
72.	23.11/223.11				
72 73		☐ Aye	□ Nay	☐ Abstain	☐ Absent
74	Randy Puttkamer				
75	•				
76					
77	Finance Committee				
78		- Aug	□ Nov	Abstain	Absent
79	Marty Minada Chair	☐ Aye	□ Nay	Abstairi	Absent
80	Marty Krueger, Chair				
81 82	Thomas I maran	Aye	□ Nav	□ Abstain	☐ Absent
83	Thomas Dorner	- Arty G	_ ray	_ / 15010111	
84					
85	William The Hut	□ Aye	□ Nay	□ Abstain	□ Absent
86	Richard "Mike" Flint		·		
87					
88		☐ Aye	□ Nay	□ Abstain	□ Absent
89	Lynn Eber				
90	1 1. KD	1			- A1 .
91	Calle College	Aye	□ Nay	☐ Abstain	☐ Absent
91 92 93	Tim McCumber				
93	E. ING. The COOK! DE Deserted Dodge	ot did inclu	ido fundis	a for the MD	/ program in the
94	Fiscal Note: The 2024 LRE Department Budg amount of \$22,951. As noted, an additional \$	121 601 17	iut iuiiuiii 7 je anticin	ated through	the MDV
95 06	program for Sauk County.	141,001.11	is aritivip	ated tillough	CIO IVID V
96 97	program for Sauk County.				
98	MIS Note: No information systems impact.				

RESOLUTION # 23-2024

Resolution Authorizing to contract with Omni Technologies for the upgrade of the current Sauk County fire alarm monitoring software and to Amend the 2024 Building Services Capital Outlay budget

Resolution offered by the Property Committee and Finance Committee

BACKGROUND: Sauk County Building Services uses the Sauk County dispatch center to monitor any fire alarms that come from the fire panels at the various county buildings. The dispatch center currently monitors four (4) fire alarm panels using Fike Precise fire alarm monitoring software. The Fike Precise software is no longer supported, and updated versions of the software have not been available for several years. With the construction of the Reedsburg and Baraboo Highway facilities wrapping up in 2024, both buildings will need to be monitored. Sauk County dispatch will be providing that monitoring as well. Edwards FireWorks software will be the new software being implemented. The non-budgeted project came in at a cost of \$34,285.00. Building Services is asking to also amend the current 2024 Building Services Capital Outlay budget to add \$34,285.00 of American Rescue Plan Act (ARPA) dollars to cover the cost of the upgrade to FireWorks monitoring software.

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 Omni Technologies to upgrade current Sauk County fire alarm monitoring software to FireWorks at a cost of \$34,285.00.

BE IT FURTHER RESOLVED, that the 2024 Budget is amended to increase the 2024 Building Services Capital Outlay Budget to add \$34,285.00 of American Rescue Plan Act (ARPA) dollars to cover the cost of the upgrade to FireWorks monitoring software.

Approved for presentation to the County Board by the Property Committee & Finance Committee, this 19th day of March 2024.

Consent Agenda Item: [] YES [X] NO			
Fiscal Impact: [] None [] Budge	_	_	-	
Vote Required: Majority =	2/3 Maj	ority = X	3/4 Ma	jority =
The County Board has the legal auth Corporation Counsel,	nopty to ad	opt: Yes_	No, Date:	as reviewed by the 33.13.2024
Offered and passage moved by Propert	y Committ	tee:		
Carl Gruber	_X Aye	□ Nay	□ Abstain	□ Absent
Mark "Smooth" Detter	Aye	□ Nay	☐ Abstain	☐ Absent
all	_ X Aye	□ Nay	☐ Abstain	☐ Absent
Joel Ghrisler Robert Spencer	Aye	□ Nay	☐ Abstain	☐ Absent
James State	Aye	□ Nay	☐ Abstain	☐ Absent
INI VOICE	7/2			

Finance Committee:				
Version and the second		□ Nay	☐ Abstain	☐ Absent
Martin F. Krueger				
Lynn Eberl		☐ Nay	☐ Abstain	☐ Absent
Lynn Eden				
Timothy McCumber	_ □ Aye	☐ Nay	☐ Abstain	☐ Absent
Thirdsity incommon	_	_		
Thomas Dorner	_ □ Aye	☐ Nay	☐ Abstain	☐ Absent
	_ □ Aye	□ Nay	☐ Abstain	□ Absent
Richard "Mike" Flint		□ IVay	□ Abstain	□ Absent
Fiscal Note: The FireWorks software i	s to be com	pleted in 20	024. \$34.285.0	00 of ARPA funds v
added to the Building Services capital p	rojects 2024	4 budget to	complete the p	project.
MIS Note: A replacement computer to	run the Fire	eWorks sof	tware was nur	thased in the 2023 I

RESOLUTION # 24 - 2024

Resolution Authorizing the Elected Officials (County Clerk, Register of Deeds, and Treasurer) Salaries for the 2025-2028 Term of Office

Resolution offered by the Finance and Personnel and Insurance Committees

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

BACKGROUND:

In accordance with 59.22 of the Wisconsin Statutes, the total annual compensation for elected officials (County Clerk, Register of Deeds, and Treasurer) for the ensuing term of office must be established prior to the earliest time for filing nomination papers. The Finance and Personnel and Insurance Committees have reviewed the current salaries for Sauk County's elected officials and believe it to be consistent with the personnel and finance policies of the County to recommend the salaries as identified below.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, to establish the elected officials' salaries to be as follows effective the first Monday of 2025:

Elected Position	Current	2025	2026	2027	2028
County Clerk	\$83,654	\$91,478	\$94,222	\$97,049	\$99,960
Register of Deeds	\$83,654	\$91,478	\$94,222	\$97,049	\$99,960
Treasurer	\$83,654	\$91,478	\$94,222	\$97,049	\$99,960

BE IT FURTHER RESOLVED, that the aforementioned county elected officials are entitled to participate in the Wisconsin Retirement System in accordance with the law and the County shall pay the share of contributions required by law, and the official shall make any contribution as required by law; and,

BE IT FURTHER RESOLVED, that the aforementioned county elected officials entitled to participate in the benefits program subject to the terms and conditions of the program, which may be modified from time to time, under the same terms and conditions as coverage offered to other employee groups.

Approved for presentation to the County Board by the Finance and Personnel and Insurance Committees, this 19th day of March, 2024

Consent Agenda Item: [] YES [] NO

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

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

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

Offered and passage moved by:

_ □ Aye	□ Nay	☐ Abstain	☐ Abse
_ □ Aye	☐ Nay	☐ Abstain	☐ Abse
□ Aye	□ Nay	☐ Abstain	□ Abse
□ Aye	☐ Nay	☐ Abstain	☐ Abse
_ □ Aye	☐ Nay	□ Abstain	☐ Abse
☐ Aye	□ Nay	□ Abstain	☐ Abse
_ LI Aye	⊔ Nay	□ Abstain	☐ Abse
□ A	□ Nov	□ Abatain	□ Abse
_ ⊔ Aye	□ INay	⊔ Abstain	⊔ Abse
ΓΊΔνο	□ Nav	□ Ahetain	□ Abse
Ayo	□ Nay	□ / lostaiii	□ / lb30
□ Ave	□ Nav	☐ Abstain	☐ Abse
	,		
	_ □ Aye _ □ Aye	Aye Nay	Aye Nay Abstain Aye Nay Abstain

Percentage Salary Changes	2025	2026	2027	2028
County Clerk	9.35%	3.00%	3.00%	3.00%
Register of Deeds	9.35%	3.00%	3.00%	3.00%
Treasurer	9.35%	3.00%	3.00%	3.00%

Excludes impact of change in benefit rates.

98 99 MIS Note: No impact.

RESOLUTION # 25 - 2024

Resolution to Amend the 2024 Budget for Allocation of American Rescue Plan Act (ARPA) Funds for Squad Special Equipment and Squad Car

Resolution offered by the Law Enforcement and Judiciary Committee and Finance Committee

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

BACKGROUND: The Sheriff's Office would like to equip all squads with new cages, partitions, and lighting as the current equipment is over 15 years old and needs to be modified to fit current vehicle models and air bags. In 2022, ARPA funds were allocated for the radio equipment upgrade and the allocation for special squad equipment was not budgeted. In 2023, funds from the vehicle replacement budget were used to purchase the special squad equipment and the Sheriff's Department was not able to purchase a squad car. The 2024 Sheriff's Budget did not include funding for this project. The pricing for the squad equipment and one squad car is estimated at \$240,000; and American Rescue Plan Funds (ARPA) are available for this project.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby approve an amendment to the 2024 Budget to allocate \$240,000 for squad equipment upgrade and squad car funded by the ARPA grant.

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 19th day of March, 2024

Consent Agenda Item: [] YES [X] NO				
Fiscal Impact: [] None [X] Budgeted Ex	penditure	[] Not E	Budgeted	
Vote Required: Majority = 2/3 M	ajority = _	_X	3/4 Majority	/ =
The County Board has the legal authority to by the Corporation Counsel,	adopt: \	′es	_ No , Date	as reviewed e:
•				
Offered and passage moved by: Law Enfor	cement a	nd Judicia	ry Committee	•
	À Aye	□ Nay	☐ Abstain	☐ Absent
John Deitrich Kevin Schell	Aye	□ Nay	☐ Abstain	☐ Absent
David Clemens	Aye	□ Nay	☐ Abstain	□ Absent

52 53 54	Sheila Carver	Aye	□ Nay	☐ Abstain	☐ Absent
55 56 57 58	Delmar Scanlon	ØAye	□ Nay	□ Abstain	☐ Absent
59	Offered and passage moved by: Finance (Committee			
60 61 62	Marty Krueger	□ Aye	□ Nay	☐ Abstain	☐ Absent
63 64 65	Thomas Dorner	□ Aye	□ Nay	☐ Abstain	□ Absent
66 67 68	Lynn Eberl	☐ Aye	□ Nay	☐ Abstain	☐ Absent
69 70 71	Richard "Mike" Flint	□ Aye	□ Nay	☐ Abstain	□ Absent
72 73 74	Tim McCumber	□ Aye	□ Nay	□ Abstain	☐ Absent
75 76 77 78	Fiscal Note: ARPA funding is available for this include an additional \$240,000 of ARPA funding				
79	MIS Note: No MIS impact.				

RESOLUTION # 26-2024

Resolution to Authorize Sauk County Sheriff's Office to Enter into a Contract Agreement with Southern Health Partners to Oversee and Provide Licensed Healthcare Services for Jail Inmates

Resolution offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND: The Sheriff's Office is charged with the responsibility for administering, managing, and supervising the health care delivery system of the Sauk County Jail under Department of Corrections Code 350.09. The Sheriff's Office solicited bids from medical healthcare providers to provide on-site health care personnel, direct medical services for inmates, and coordination of off-site medical care, hospitalization, dental and other services that may be needed. The Sheriff's Office received two (2) competitive sealed bids for medical services in the Jail based on an average daily population of 129, and the public opening of bids took place on January 25, 2024, at the Sauk County Law Enforcement Center, and the lowest responsible bidder is Southern Health Partners. It is in the best interest of Sauk County to enter into a contract for a stipulated sum of \$522,120 for year one (1) with an annual increase of 4% or Medical CPI (Consumer Price Index), whichever is higher, with Southern Health Partners for the medical services in the Sauk County Jail. Southern Health Partners will be able to provide physicians and registered nurse in the Jail and will:

- Provide 24 hours/day, 7 days/week, 365 days/year consultation with Sauk County Jail Staff when healthcare staff is not present at the facility;
- Provide 112 hours a week of registered nurse services in the Jail to provide medical care to include direct medical services for inmates, coordination of off-site medical care, hospitalization, dental, and other services that may be needed, and oversight of all inmate medications within the Jail;
- Provide expertise in health care provision for the specialized inmate population;
- Provide insurance coverage to defend medical practice in any potential civil litigation against the County of Sauk and/or the Sauk County Sheriff's Office.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the lowest responsible bidder of Southern Health Partners in the amount of \$522,120 is hereby accepted by Sauk County for medical services in the jail and the Sauk County Sheriff is authorized to sign a contract for year one (1) with an annual increase of 4% or Medical CPI, whichever is higher, on behalf of Sauk County.

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 19th day of March, 2024

Consent Agenda Item: [] YES [X] N	10		
Fiscal Impact: [] None [X] Budgete	d Expenditure	[] Not Bud	geted
Vote Required: Majority =X	2/3 Majority =	3/	/4 Majority =

Offered and passage moved by:				
11. 5. 11.1		☐ Nay	☐ Abstain	□ Ab
John Deitrich				
Kevin Schell	□ Aye	☐ Nay	☐ Abstain	□ AŁ
	□ Aug	□ Nov	□ Abstain	
David Clemens		☐ Nay	☐ Abstain	□Al
	□ Aye	□ Nay	☐ Abstain	□ Al
Sheila Carver	-	•		
		☐ Nay	☐ Abstain	□Ab
Delmar Scanlon				