

**AGENDA**  
**Notice of Regular Meeting**  
**Sauk County Board of Supervisors**  
**Tuesday, May 20, 2025 – 6:00 p.m.**  
**County Board Meeting Room 326, 3<sup>rd</sup> 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 AND SPECIAL MEETING**

**6. GENERAL CONSENT AGENDA ITEMS**

a. **EXECUTIVE AND LEGISLATIVE COMMITTEE:**

- i. **Resolution 23-2025** To Honor Georgia Boehlke For Over 25 Years Of Faithful Service To The People Of Sauk County. (Pages 4-5)

b. **LAW ENFORCEMENT AND JUDICIARY COMMITTEE:**

- i. **Resolution 24-2025** To Honor Jon Fuhlbohm For 18 Years Of Service (Pages 6-7)  
ii. **Resolution 25-2025** To Honor Donna Birdsill For Over 21 Years Of Service. (Pages 8-9)  
iii. **Resolution 26-2025** To Honor Shari Meyer For Over 30 Years Of Faithful Service To The People Of Sauk County. (Pages 10-11)

c. **PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE:**

- i. **Resolution 27-2025** To Honor Dan Durst For Over 27 Years Of Faithful Service To The People Of Sauk County. (Pages 12-13)

**7. SCHEDULED APPEARANCES**

- a. Morgan McArthur – Sauk County Institute of Leadership (SCIL).

**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. **District 15 County Board Supervisor**

- i. Richard Cross, 2-year term: 05/20/2025 – 04/20/2026  
(Term concurrent with Board of Supervisors & Supervisor Schell's Committee Appointments)

b. **Children's Community Options Program/Birth to 3 Advisory Committee:**

- i. Krystal Sikma, New Appointment, Citizen Member  
3-Year Term: 05/20/2025 to 05/16/2028

c. **Health Care Center Board of Trustees:**

- i. Dana Horkan-Grant, Re-Appointment, Citizen Member  
3-Year Term: 05/20/2025 to 05/16/2028

d. **University of Wisconsin Campus Commission:**

- i. Robert "Mike" Sitton, Re-Appointment, At-Large Citizen Member  
(Jointly appointed by City of Baraboo & Sauk County)  
1-Year Term: 05/20/2025 to 05/19/2026

**11. BILLS**

**12. CLAIMS *(All claims are attached to Granicus)***

- a. Notice Of Claim Filed On Behalf Of OptumRx, Inc. Relating To The County's Alleged Ongoing Efforts To Sue OptumRx And Its Affiliates In The Opioid Litigation. (Pages 14-25)

**13. ELECTIONS**

**14. PROCLAMATIONS**

**15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED**

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):  
i. **Petition 04-2025**, Applicant: Sherman & Jeanna Raschein; **Project Location**: Town of Sumpter; **Current Zoning**: Agriculture; **Proposed Zoning**: Single Family Residential. *(Attached on Granicus)*
- b. Lisa Wilson, Sauk County Administrator  
i. Administrator's Report.
- c. Tim McCumber, County Board Chair  
i. Board Chair Update.  
ii. Wisconsin Counties Association (WCA) Conference: September 21-23, 2025.

**16. UNFINISHED BUSINESS**

**17. NEW BUSINESS**

a. **ADRC COMMITTEE AND FINANCE, PERSONNEL, & INSURANCE COMMITTEE:**

- i. **Resolution 28-2025** To Purchase Vehicles For Transportation Program And Amend The 2025 Budget. (Pages 26-28)

b. **EXECUTIVE & LEGISLATIVE COMMITTEE:**

- i. **Resolution 29-2025** To Confirm And Ratify The Authority Of Counsel For Sauk County To Add Additional Defendants To Opioid Litigation, Including In Multi-District Litigation (MDL) 2804. (Pages 29-32)

c. **EXECUTIVE & LEGISLATIVE COMMITTEE AND FINANCE, PERSONNEL, & INSURANCE COMMITTEE:**

- i. **Resolution 30-2025** Authorizing Purchase of a New Electronic Voting System and Voting Equipment. (Pages 33-38)

d. **FINANCE, PERSONNEL, & INSURANCE COMMITTEE:**

- i. **Resolution 31-2025** Assigning Funds As Of December 31, 2024 And Amending The 2025 Budget For These Assignments. (Pages 39-41)
- ii. **Resolution 32-2025** Assigning Funds As Of December 31, 2024 And Amending The 2024 Budget. (Pages 42-44)

e. **HEALTH & HUMAN RESOURCES COMMITTEE AND FINANCE, PERSONNEL, & INSURANCE COMMITTEE:**

- i. **Resolution 33-2025** To Commit For Use Of County Opioid Settlement Funds To Support A Grant Match Requirement For The Vital Strategies Request For Application. (Pages 45-47)

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

- i. **Resolution 34-2025** To Donate The Sauk City Information Sign To The Village Of Sauk City. (Pages 48-50)
- ii. **Ordinance 35-2025** Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Baraboo From An Agriculture To A Recreational Commercial Zoning District Filed Upon Live Love Dwell LLC, Property Owner. (Pages 51-52)

g. **PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE:**

- i. **Resolution 36-2025** To Contract With Strang, Inc. To Revisit The 2019 Space Needs Study And Evaluate The Quartz Building For County Functions. (Pages 53-54)

18. **REFERRALS**

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

20. **ADJOURNMENT**

Respectfully,



Tim McCumber  
County Board Chair

**County Board Members, County Staff & The Public** – Provide the County Clerk a copy of:

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

[www.co.sauk.wi.us](http://www.co.sauk.wi.us)

Agenda mail date via United States Postal Service: May 15, 2025.

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

s:/admin/Co Bd Agendas/2025/ctybdagendaMAY2025

RESOLUTION # 23-2025

Resolution to Honor Georgia Boehlke for Over 25 Years of Faithful Service to the People of Sauk County

Resolution offered by the Executive & Legislative Committee

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

**BACKGROUND:** It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Georgia Boehlke faithfully served the people of Sauk County by providing over 25 years of service as a Receptionist and Administrative Assistant IV for Human Services, and then transitioning to the Corporation Counsel Office where she worked as a Legal Assistant and eventually retiring as the Office Manager. Georgia was an integral part the Department of Human Services and the Sauk County Corporation Counsel's Office. Georgia's drive to get the job done along with her knowledge and expertise will be greatly missed.

**THEREFORE, BE IT RESOLVED,** that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Georgia Boehlke for over 25 years of faithful service to the people of Sauk County; and,

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

Approved for presentation to the County Board by the Executive & Legislative Committee, this 20th day of May, 2025.

Consent Agenda Item: [ x ] YES [ ] NO

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

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

The County Board has the legal authority to adopt: Yes  34  No   as reviewed by the Corporation Counsel,  , Date:


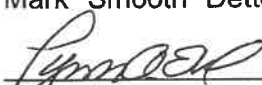

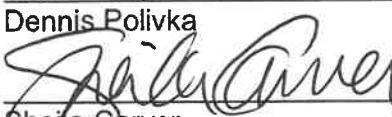

05.14.2025

Offered and passage moved by:

☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
Timothy McCumber, Chair

☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
John Dietrich, Vice-Chair

☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Marty Kreuger

52		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
53	Brian Peper				
54		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
55	Patricia Rego				
56		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
57	Mark "Smooth" Detter				
58		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
59	Lynn Eberl				
60		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
61	Dennis Polivka				
62		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
63	Sheila Carver				
64					
65	Fiscal Note: None 				
66					
67	MIS Note: None				
68					
69					
70					
71					
72					

RESOLUTION # 24

## Resolution to Honor Jon Fuhlbohm for 18 Years of Service

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

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

**BACKGROUND:** It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Jon Fuhlbohm faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Jon started on March 12, 2007 as a Jail Deputy where he remained and retired as of May 2, 2025.

**THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, does hereby expresses its appreciation and commends Jon Fuhlbohm for 18 years of faithful service to the people of Sauk County; and

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

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 20th day of May, 2025.

Consent Agenda Item: ☒ YES ☐ NO

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, \_\_\_\_\_, Date: 05.15.2025

Offered and passage moved by: Law Enforcement and Judiciary Committee

Sheila Carver ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Scott Alexander ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

David Clemens ☐ Aye ☐ Nay ☐ Abstain ☒ Absent

  
John Deitrich

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Shaun Harris ☐ Aye ☐ Nay ☐ Abstain ☒ Absent


52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67

  
\_\_\_\_\_  
Brian Peper

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
\_\_\_\_\_  
Jake Roken

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
\_\_\_\_\_  
Sam Pocernich

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

\_\_\_\_\_  
Kevin Schell

☐ Aye   ☐ Nay   ☐ Abstain   ☒ Absent

Fiscal Note: No fiscal impact  
MIS Note: No MIS impact

RESOLUTION # 25-2025

Resolution to Honor Donna Birdsill for Over 21 Years of Service

Resolution offered by the Law Enforcement and Judiciary Committee

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

**BACKGROUND:** It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Donna Birdsill faithfully served the people of Sauk County for the Sauk County Sheriff's Office. Donna started on August 25, 2003 as a Jail Deputy where she remained and retired as of May 2, 2025.

**THEREFORE, BE IT RESOLVED,** that the Sauk County Board of Supervisors, met in regular session, does hereby expresses its appreciation and commends Donna Birdsill for over 21 years of faithful service to the people of Sauk County; and

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

Approved for presentation to the County Board by the Law Enforcement & Judiciary Committee, this 20th day of May, 2025.

Consent Agenda Item: [ X ] YES [ ] NO

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

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

The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, [Signature], Date: 05.15.2025.

Offered and passage moved by: Law Enforcement and Judiciary Committee



[Signature]  
Sheila Carver ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

[Signature]  
Scott Alexander ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

[Signature]  
David Clemens ☐ Aye ☐ Nay ☐ Abstain ☒ Absent

[Signature]  
John Deitrich ☒ Aye ☐ Nay ☐ Abstain ☐ Absent



52		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
53	Shaun Harris				
54		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
55	Brian Peper				
56		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
57	Jake Roxen				
58		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
59	Jake Roxen				
60		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
61	Sam Pocernich				
62		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
63	Kevin Schell				
64					
65					
66					
67	Fiscal Note: No fiscal impact				
68					
69	MIS Note: No MIS impact				

RESOLUTION # 26-2025

Resolution to Honor Shari Meyer for Over 30 Years of Faithful Service to the People of Sauk County

Resolution offered by the Law Enforcement and Judiciary Committee

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

**BACKGROUND:** It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Shari Meyer faithfully served the people of Sauk County by providing over 30 years of service as both a floater and then a legal assistant with the Sauk County District Attorney's Office. Shari has been an integral part of the Sauk County District Attorney's Office and her knowledge and expertise will be greatly missed.

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

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

Approved for presentation to the County Board by the Law Enforcement and Judiciary Committee, this 20th day of May, 2025.

Consent Agenda Item: [ x ] YES [ ] NO

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

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

The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, [Signature], Date: 05.15.2025.

Offered and passage moved by:

[Signature]  
Sheila Carver

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Kevin Schell

☐ Aye ☐ Nay ☐ Abstain ☒ Absent

\_\_\_\_\_  
David Clemens

☐ Aye ☐ Nay ☐ Abstain ☒ Absent

[Signature]  
Jacob Roxen

☒ Aye ☐ Nay ☐ Abstain ☐ Absent

52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70

Shaun Harris

☐ Aye   ☐ Nay   ☐ Abstain   ☒ Absent

John Deitrich

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Sam Pocernich

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Brian Peper

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Scott Alexander

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Fiscal Note: None

MIS Note: None

RESOLUTION # 27 - 2025

Resolution to Honor Dan Durst for over 27 years of Faithful Service to the People of Sauk County

Resolution offered by the Public Works and Infrastructure Committee

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

**BACKGROUND:** It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Dan faithfully served the people of Sauk County for the Highway Department. Dan started at the Highway Department on June 26, 1997, as a Patrolman's Helper before becoming a Skilled Equipment Operator in 1999 and then a Skilled Heavy Equipment Operator 2 in 2015. Dan then moved to a Highway Operator 3 in 2020 and finally a Crew Leader in 2024. Dan maintained professional and ethical integrity while serving the County. Dan was an essential team member to the Highway Department and all of Sauk County.

**THEREFORE, BE IT RESOLVED,** that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Dan Durst for over 27 years of faithful service to the people of Sauk County; and

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

Approved for presentation to the County Board by the Public Works and Infrastructure Committee, this 20<sup>th</sup> day of May 2025.

Consent Agenda Item: [ X ] YES [ ] NO

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

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

The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, [Signature], Date: 05.11.2025.

Offered and passage moved by:

\_\_\_\_\_  
Brian Peper ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Kevin Schell ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Thomas Dorner ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76

Terry Spencer	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryant Hazard	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Robert Spencer	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Smooth Detter	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Valerie McAuliffe	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Mark Waldon	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

Fiscal Note: None



MIS Note:



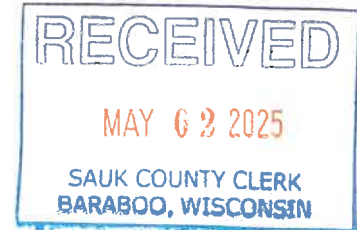
**BELL GIFTOS  
ST. JOHN LLC**

Writer's Direct Line: (608) 216-7995  
Writer's Fax: (608) 216-7999  
Writer's E-mail: [kstjohn@bellgiftos.com](mailto:kstjohn@bellgiftos.com)

May 1, 2025

**VIA EMAIL**

Becky Evert  
Clerk, Sauk County  
Sauk County West Square Building  
Room #144  
505 Broadway  
Baraboo, WI 53913  
[becky.evert@saukcountywi.gov](mailto:becky.evert@saukcountywi.gov)



**Re: Notice of Claim Concerning Efforts To Sue OptumRx Without Legal Authority**

**Claimant:** OptumRx, Inc.  
1 Optum Circle  
Eden Prairie, MN 55344

Dear Ms. Evert,

I am counsel for Claimant, OptumRx. This letter provides notice of one or more claims that OptumRx has against Sauk County, the Sauk County Board of Supervisors, and Sauk County employees or contractors relating to the ongoing efforts by Simmons Hanly Conroy to pursue civil legal claims against OptumRx on behalf of Sauk County in the national opioid multidistrict litigation. *In re National Prescription Opiate Litigation*, No. 1:17-md-2804 ("Opioid Litigation").

**Summary of Claim**

In summary, the basis for this claim is that attorneys purporting to represent Sauk County have moved for leave to amend their complaint to add OptumRx as a defendant. State law permits a county to sue only based on an action of the County Board of Supervisors or pursuant to an ordinance or resolution adopted by the County Board of Supervisors. But Sauk County has not, through an action of the Sauk County Board of Supervisors or pursuant to a resolution or ordinance, authorized a lawsuit against OptumRx, a pharmacy benefits manager.

OptumRx became aware the County's attempts to sue it were without legal authority on April 15, 2025. OptumRx is experiencing ongoing harm as it continues to participate in federal court proceedings relating to the motion for leave to amend the complaint.

OptumRx will experience a new-but-related harm if the federal court grants the motion and permits the attorneys purporting to represent Sauk County to file its complaint adding OptumRx as a party.

### **Additional Background**

On October 17, 2017 the Sauk County Board of Supervisors adopted Resolution 93-2017. The resolution recited the County Board's belief that it was "in the best interest of Sauk County" to pursue "claims against certain of the opioid manufacturers" according to terms set out in an "Engagement Letter" that accompanied the resolution. The Engagement Letter (attached hereto as **Exhibit A**) defined a subset of "Opioid Manufacturers;" OptumRx was not listed. And the Engagement Letter authorized counsel to "file a lawsuit against one or all of the Opioid Manufacturers" identified in the letter. The resolution authorized the County to enter into the Engagement Letter.

On November 7, 2017, Sauk County, together with numerous other plaintiffs, filed its initial complaint in the Opioid Litigation. The County's suit named a number of defendants, such as opioid manufacturer Purdue Pharma. But the Complaint did not name OptumRx or any of its affiliates.

Several years after filing its initial complaint, on July 29, 2024, Sauk County, through its litigation attorneys of record, joined a motion in the Opiate Litigation that sought leave to amend its complaint and add OptumRx and nine OptumRx affiliates as defendants. In the months that followed, OptumRx raised concerns with the Court that many plaintiffs that joined the motion to add claims against OptumRx had not properly authorized their outside counsel to assert claims against OptumRx. Following extensive briefings and multiple hearings, the Plaintiffs Executive Committee (PEC) identified more than 900 plaintiffs that were withdrawing from the motion for leave against OptumRx. However, Sauk County remains a listed plaintiff in the most recent list provided on April 23, 2025, and thus remains actively engaged in its ongoing attempt to sue OptumRx and its affiliates.

As part of its investigation into whether political subdivisions properly authorized suit against OptumRx, Alston & Bird (which represents OptumRx in the underlying Opioids Litigation), submitted a public records request to Sauk County. The request sought, among other items, all documents and other records relating the Sauk County's authorization to amend its complaint, including amending its complaint to name OptumRx in the Opioid Litigation.

On April 15, 2025, Sauk County provided documents to OptumRx's counsel, including the resolution that authorized the initial suit in 2017 against pharmaceutical manufacturers. The documents provided to OptumRx did not include any county board actions, resolutions, or ordinances that expanded the county's authority to bring lawsuits against parties like OptumRx, who was not listed as a "Opioid Manufacturer" in the Engagement

Letter and who has never been an opioid manufacturer. Thus, on April 15, 2025, OptumRx, through its counsel at Alston & Bird, learned that Sauk County's attempt to sue OptumRx lacked legal authority.

Wisconsin statutes recognize that "[e]ach county in this state is a body corporate, authorized to sue and be sued...." Wis. Stat. § 59.01. Wisconsin statutes further provide that the "power of a county as a body corporate can *only* be exercised by the board [of supervisors], or in pursuance of a resolution adopted or ordinance enacted by the board." *Id.* § 59.02(1) (emphasis added). When the county board acts, it must do so by a majority vote of a quorum, or by a larger vote as may be required by law. *Id.* §§ 59.02(2), (3).

Resolution 93-2017 expressly authorizes a lawsuit against a list of opioid manufacturers. Neither OptumRx nor its affiliates were identified potential defendants in the Engagement Letter incorporated by the Resolution. Even if the Resolution were interpreted to include suits against opioid manufacturers as a class, OptumRx and its affiliates are not opioid manufacturers. Instead, OptumRx is a pharmacy benefits manager. As a pharmacy benefits manager, OptumRx manages prescription drug benefits for insurers and employers with self-insured plans, negotiates drug prices, processes payments, and contracts with pharmacies. But in its capacity as pharmacy benefit manager, OptumRx does not manufacture or distribute opiates or any other pharmaceutical.

Because the Sauk County Board of Supervisors has not adopted a resolution or ordinance that expands who Sauk County may sue in connection with the Opioid Litigation or otherwise delegates to another the authority to sue non-manufacturers, Sauk County's attempts to sue OptumRx are without legal authority.

#### **Itemized Statement of Relief Sought**

OptumRx is not seeking monetary damages from the County. The County may satisfy this claim by taking all necessary steps to remove the claims asserted in the County's name against OptumRx and its affiliate companies in the Opioid Litigation. If the motion for leave to amend the complaint is still pending, this claim may be satisfied if Sauk County's attorney of record in the opioid litigation withdraws the motion or amends the proposed amended complaint to remove any claims asserted by Sauk County against OptumRx and its affiliates. Although OptumRx does not anticipate a ruling before Sauk County must respond to this notice of claim, in the event the motion to for leave to amend the complaint has been granted before the County acts, this claim may be satisfied by stipulating to a voluntary dismissal of Sauk County's claims against OptumRx or its affiliates in the Opioid Litigation.

If this claim is denied, OptumRx reserves all its rights, including the right to seek a declaratory judgment that:



- (1) the County Board of Supervisors has not authorized the County to sue OptumRx;  
and
- (2) the ongoing attempt to sue OptumRx violates state law because (a) counties may only authorize suit by an action of the county board or in pursuance of a resolution or ordinance adopted by the board, and (b) no action of the county board, resolution, or ordinance authorizes an opioid suit against OptumRx or any other pharmacy benefits manager (PBM).

OptumRx also expressly reserves the right to seek injunctive relief necessary to enforce that declaratory judgment.

\* \* \*

Sauk County may contact claimant through me using the phone numbers, addresses, and emails listed in this header and footer to this letter. Please be aware, however, that Sauk County is represented in the opioid litigation by outside counsel, and therefore any communication with OptumRx about this matter should include Sauk County's outside counsel.

Thank you for your attention to this matter.

Sincerely,



**BELL GIFTOS ST. JOHN LLC**

Kevin St. John

cc: Andrew Hatchett, Grace Assaye, Blake Davis (Alston & Bird LLP)  
Jayne Conroy (Simmons Hanly Conroy LLP)  
Brian J. Desmond (Corporation Counsel, Sauk County)

# Exhibit A



Crueger  
Dickinson

von Briesen

von Briesen & Roper, s.c. | Attorneys at Law

September 12, 2017

VIA EMAIL

Sauk County  
c/o Marty Krueger, Board Chair

**RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers***

Dear Sauk County Officials:

The purpose of this letter ("Engagement Letter") is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively "Counsel") will provide legal services to Sauk County ("County") in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively "Opioid Manufacturers"). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

#### **SCOPE OF SERVICES**

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers ("Lawsuit") upon the terms and conditions set forth herein.

#### **RESPONSIBILITIES**

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County's inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers ("National Law Firm") and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall

not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

#### **ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT**

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National

Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being advised of the circumstances of the potential or actual conflict and County has provided informed consent.

## **FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES**

### **A. Calculation of Contingent Fee**

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

### **B. Nature of Contingent Fee**

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

### **C. Disbursement of Recovery Proceeds to County**

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their

hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

#### **TERMINATION OF REPRESENTATION**

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

#### **SETTLEMENT**

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

#### **NO GUARANTEE OF RECOVERY**

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

#### **LIMITED LIABILITY**

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the

firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

#### **COMMUNICATION BY E-MAIL**

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

#### **FILE RETENTION AND DESTRUCTION**

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

#### **MISCELLANEOUS**

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Sauk County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

#### **CONCLUSION**

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services



or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

SAUK COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By:   
Title: COUNTY BOARD CHAIRPERSON

Date: NOVEMBER 6, 2017

cc: Corporation Counsel

29243067\_1.DOCX



RESOLUTION # 28-2025

**Resolution to Purchase Vehicles for Transportation Program and Amend the 2025 Budget**

**Resolution offered by the ADRC & Finance, Personnel & Insurance Committee**

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

**BACKGROUND:** The Aging and Disability Resource Center (ADRC) offers transportation to Sauk County residents over age 60 and those over age 18 who are disabled. The ADRC transportation program has grown to where rides are averaging 140 to 150 per week. There is a need for more handicap accessible vans and lower vehicles to transport clients to medical and dental appointments, as well as to the pharmacy and grocery store.

As Sauk County's population ages, the population served by this service increases. Safe and dependable vehicles are needed to provide transportation. We are seeing an increase of wheelchair transportation needs – In 2022, we had 1,554 one-way rides and in 2023, the rides jumped dramatically to 2,391 one-way rides using ADRC handicap accessible vehicles. In 2024 we had 2,909 one-way rides using ADRC vehicles.

The ADRC would like to purchase 2 new vehicles. The first one is a 2024 rear entry minivan for \$67,949.00 and the second vehicle is a 2025 Subaru Forester for \$35,781.00. No additional levy funds will be used to purchase this van. The State Department of Transportation (DOT) has granted permission to use DOT Trust Fund dollars to cover the expense for the two vehicles.

The ADRC currently has \$119,649.78 in its DOT Trust Fund account. The DOT Trust Fund is to be used to purchase or maintain vehicles for the transportation program. The State Department of Transportation does not allow the ADRC to have more than \$80,000.00 in the fund at any one time; any funds over \$80,000.00 must be returned to the state. ADRC will use the DOT Trust Funds to purchase the vehicles, register, and add the ADRC logo to the vehicles. The anticipated cost will be \$103,730.00.

**THEREFORE, BE IT RESOLVED,** that the ADRC is authorized to purchase one new handicap-accessible minivan from A & J Mobility and a new 2025 Subaru Forester from Don Miller Subaru to the total price of \$103,781.00.

Approved for presentation to the County Board by the ADRC Committee, this 20<sup>th</sup> day of May, 2025

Consent Agenda Item: ☐ YES ☐ NO

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

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

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

05.15.2025

Offered and passage moved by: ADRC Committee

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Dennis Polivka

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Patricia Rego

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Gaile Burchill

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Andrea Lombard

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent


Bill Stehling

 ☐ Aye ☐ Nay ☒ Abstain ☐ Absent

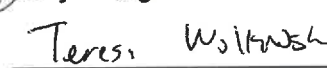
Rebecca Klitzke

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Tut Gramling

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Judy Ellington

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Teresa Wolkowski

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Laurie Grill


 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Jeff Hanke

☐ Aye ☐ Nay ☐ Abstain ☐ Absent

Ross Curry

Offered and passage moved by: Finance, Personnel & Insurance Committee

 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

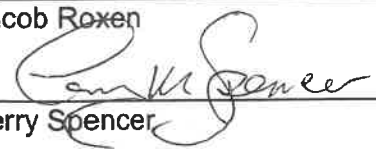

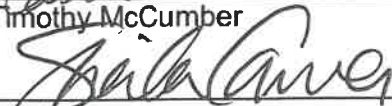
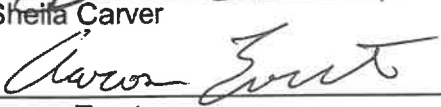
Lynn Eberl

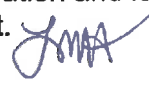
 ☒ Aye ☐ Nay ☐ Abstain ☐ Absent

Gaile Burchill

☐ Aye ☐ Nay ☐ Abstain ☒ Absent

Brandon Lohr

103		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
104	Jacob Rozen				
105		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
106	Terry Spencer				
107		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
108	Andrea Lombard				
109		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
110	Timothy McCumber				
111		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
112	Sheila Carver				
113		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
114	Aaron Evert				
115		<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
116					
117					
118					
119					
120					

121 Fiscal Note: Vehicles, registration and logo expenses will be funded through the ADRC DOT  
 122 Trust Funds. No levy impact. 

123  
 124 MIS Note: None

RESOLUTION # 29-2025

**Resolution to Confirm and Ratify the Authority of Counsel for Sauk County to Add Additional Defendants to Opioid Litigation, including in MDL 2804**

**Resolution Offered by the Executive and Legislative Committee**

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

**BACKGROUND:** The County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against manufacturers, distributors, and retailers, among others, of opioid pharmaceuticals (the "Opioid Defendants") to hold the Opioid Defendants responsible for the opioid epidemic in the County's community. On behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants. The Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned "In re: Opioid Litigation, MDL 2804" (the "Litigation"). Four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation.

Since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County's case for trial and engage in settlement discussions with the Opioid Defendants. To date, through nationwide settlements, the Law Firms have achieved considerable success on behalf of the County in holding the Opioid Defendants responsible for their role in creating or maintaining the opioid epidemic. Through the course of ongoing discovery and investigation concerning the opioid epidemic and parties potentially responsible therefor, it was determined that meritorious opioid-related claims exist against additional parties, including but not limited to the entities listed on Exhibit A hereto, and that they should be added as defendants in the Litigation. The engagement agreement with the Law Firms provides "depending upon the results of initial investigations of facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible....".

While the County believes the engagement agreement with the Law Firms provided the Law Firms with adequate authority to add additional parties to be held responsible, the County understands that recently those parties questioned that authority, and therefore, for the avoidance of doubt, the County is adopting this Resolution confirming and ratifying the Law Firms' authority to add additional parties, including but not limited to the entities listed on Exhibit A, as defendants in the Litigation. To avoid any confusion surrounding the County's authorization to the Law Firms to amend the pleadings in the Litigation to include additional parties, including but not limited to the entities listed on Exhibit A as named defendants in MDL 2804, this Resolution is intended to serve as confirmation and ratification of such authorization; and

The County, by this Resolution, intends to confirm and ratify the authority of the Law Firms to amend the pleadings in the Litigation to add additional parties, including but not limited to the entities listed on Exhibit A as defendants in MDL 2804, or to commence appropriate federal or state court proceedings against such entities, and further intends to authorize Corporation Counsel to execute and deliver any and all other and further documents necessary to effectuate the intent of this Resolution.

**THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, who met in regular session, hereby confirms and ratifies the authority of:

1. The Law Firms to file appropriate pleadings in MDL 2804 or appropriate federal or state court proceedings to add additional parties, including but not limited to the entities listed on Exhibit A as defendants.
2. The Corporation Counsel, County Board Chair, or other authorized official to execute and deliver any and all other and further documents necessary to effectuate the intent of this Resolution.

**BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed, and approved.

Approved for presentation to the County Board by the Executive and Legislative Committee, 20th day of May 2025.

Consent Agenda Item: ☐ YES ☒ NO

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

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

The County Board has the legal authority to adopt: Yes ☒ X ☐ No ☐ as reviewed by the Corporation Counsel, , Date: 05.15.2025

**Offered and passage moved by the Executive and Legislative Committee:**

\_\_\_\_\_  
Chair Tim McCumber ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Vice-Chair John Deitrich ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Lynn A. Eberl ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Brian Peper ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Marty Krueger ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Dennis Polivka ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

\_\_\_\_\_  
Mark "Smooth" Detter ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

106 \_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

107 Patricia Rego

108 \_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☐ Absent

109 \_\_\_\_\_  
110 Sheila Carver

111  
112 Fiscal Note: Depending upon the outcome of the litigation, additional funds could come to the  
113 county to continue with efforts to reduce the effects of the opioid epidemic.

114  
115 MIS Note: None



**Exhibit A – Non-Inclusive List of Potential Defendants  
(Including all Related Entities of Each Listed)**

Abbot Laboratories, Inc.	Sackler, Beverly
Albertsons LLC	Sackler, David A.
Allergan, Inc.	Sackler, Mortimer D.A.
Alvogen, Inc.	Sackler, Theresa
Amerisource Bergen	Sandoz, Inc.
Amneal Pharmaceuticals, Inc.	Smith Drug Company
Associated Pharmacies, Inc.	Smith's Food & Drug Centers, Inc.
Auburn Pharmaceuticals	Sun Pharmaceutical
Aurolife Pharma LLC	Supervalu, Inc. d/b/a Advantage Logistics
Baker, Stuart	Target Corporation
Cardinal Health	Teva Pharmaceuticals
Costco Wholesale Corporation	The Kroger Co.
CVS Health Corporation	Thrifty Payless, Inc.
Dakota Drug, Inc.	Top Rx, Inc.
Discount Drug Mart	Tris Pharma, Inc.
Eckerd Corp.	Walgreens Boots Alliance
Eveready Wholesale Drugs	Walmart Inc.
Express Scripts Inc.	Warner Chilcott Company, LLC
Henry Shein, Inc.	West-Ward Pharmaceuticals Corp. n/k/a
Hy-Vee, Inc.	Hikma Pharmaceuticals, Inc.
Indivior Inc.	Winn-Dixie
Janssen Pharmaceuticals	Zydus Pharmaceuticals (USA), Inc.
K-VA-T/Ahold Delhaize	
KVK-Tec, Inc.	
Louisiana Wholesale Drug Co., Inc.	
Lupin Pharmaceuticals, Inc.	
McKesson	
Miami-Luken, Inc.	
Morris & Dickson Co., LLC	
Mylan Pharmaceuticals, Inc.	
North Carolina Mutual Wholesale Drug Co.	
Omnicare Distribution Center	
OptumRx, Inc.	
Pharmacy Buying Association Inc.	
Prescription Supply, Inc.	
Publix Super Markets, Inc.	
Purdue Pharma	
Raymond Sacker Trust	
RiteAid of Maryland, Inc.	
Sacker, Kathe A.	
Sacker, Richard S.	
Sackler Defendants	
Sackler Lefcourt, Ilene	



RESOLUTION # 30 - 2025

**Resolution Authorizing Purchase of a New Electronic Voting System and Voting Equipment**

**Resolution offered by the Executive & Legislative Committee and Finance, Personnel and Insurance Committee**

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

**BACKGROUND:** Pursuant to Section 7.60, of the Wisconsin Statutes, Sauk County is responsible to canvass votes for all voting wards within the County and to aggregate and report these results to the Wisconsin Elections Commission. This process is accomplished through the use of electronic vote tabulators, located at each polling place, which transmit these results electronically to an election management system in the County Clerk's Office. Resolution 77-2015 authorized the purchase of the system and equipment currently utilized by the County and Municipalities.

The current election equipment is becoming very slow and is having issues with parts due to its age. Typically, voting systems last 10 years.

The County Clerk has submitted a request for replacement cost of the current equipment. The Executive & Legislative Committee and Finance, Personnel & Insurance Committee has reviewed this matter and found it in the best interest of Sauk County to accept the following proposal:

Election Systems and Software (ES&S) for \$491,208.00 for an Election Management System and related voting equipment for 37 Municipalities.

**THEREFORE, BE IT RESOLVED,** by the Sauk County Board of Supervisors, met in regular session, that the New Election Equipment will be delivered in November or December of 2025. This will be budgeted and paid for in the 2026.

**THEREFORE, BE IT FURTHER RESOLVED,** by the Sauk County Board of Supervisors, that the Sauk County Clerk be authorized and directed to enter into the necessary contract agreements required to obtain these products and services.

Approved for presentation to the County Board by the Executive & Legislative Committee and Finance, Personnel, and Insurance Committee, this 20<sup>th</sup> day of May 2025.

Consent Agenda Item: [ ] YES [X] NO

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

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

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



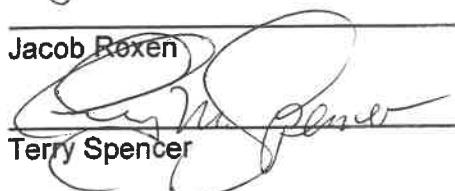
05-15-2025


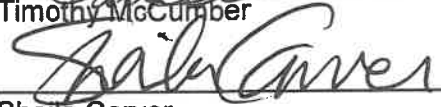

Offered and passage moved by:

**Executive & Legislative Committee**

_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Timothy McCumber, Chair				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John Deitrich, Vice-Chair				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Sheila Carver				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dennis Polivka				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Smooth Detter				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Lynn Eberl				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Marty Krueger				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Patricia Rego				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Brian Peper				

**Finance, Personnel, & Insurance Committee**

 _____	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Lynn Eberl, Chair				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Brandon Lohr, Vice Chair				
 _____	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Gaile Burchill				
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Jacob Roxel				
 _____	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Terry Spencer				

105		<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
106	Andrea Lombard				
107					
108	Timothy McCumber	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
109					
110	Sheila Carver	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
111					
112	Aaron Evert	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

118 Fiscal Note: The Clerk's Office, through past Capital Improvement Planning (CIP) processes,  
 119 noted that this purchase would be coming. Through the 2026 CIP and Budget process funds will  
 120 be included in the Clerk's Budget for this purchase utilizing general fund balance.

121 MIS Note: No information systems impact.

Sauk County, Wisconsin  
Purchase Proposal Quote  
Submitted by Election Systems & Software

Quote Date: 5/14/2025  
Quote Valid Through: 6/13/2025

**Purchase Solution Includes:**

Quantity	Item Description	Unit Price	Extended Price
<b>Tabulation Hardware</b>			
	<b>DS300 Poll Place Scanner and Tabulator:</b>		
39	DS300 (Includes Internal Backup Battery, Paper Roll and One (1) Standard 4GB Memory Device)	\$5,995.00	\$233,805.00
39	DS300 Ballot Box with Power Supply and AC Cord	\$995.00	\$38,805.00
39	Soft-Sided Nylon Case	\$145.00	\$5,655.00
88	Standard 4GB Memory Device (Additional)	\$115.00	\$10,120.00
	<b>ExpressVote Universal Voting System:</b>		
39	ExpressVote 3 (Includes Internal Backup Battery, ADA Keypad, and Power Supply with AC Cord)	\$4,625.00	\$180,375.00
39	ADA Headphones	\$5.00	\$195.00
39	Standard 4GB Memory Device	\$115.00	\$4,485.00
39	ExpressVote 3 Soft-Sided Case	\$250.00	\$9,750.00
	<b>Third Party Products:</b>		
1	EMS 3rd Party Hardware	\$12,303.00	\$12,303.00

**Services**

2	Implementation Services	\$2,050.00	\$4,100.00
X	Tabulation Equipment Operations Training		
X	Tabulation Software Training		
X	Tabulation Equipment Installation		\$10,140.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		\$16,380.00
X	Customer Discount		(\$6,630.00)
X	Trade-In Allowance. Equipment Being Traded-In by Customer Includes:		(\$28,275.00)
	39-DS200 Scanner		
	39-DS200 Ballot Box		
	39-ExpressVote		

**Total Purchase Solution** **\$491,208.00**

**Payment Terms**

Amount due within thirty (30) calendar days of contract execution: \$245,604.00  
Amount due within thirty (30) calendar days of delivery of Hardware and/or Software: \$245,604.00

**Annual Post-Warranty License and Maintenance and Support Fees**

(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)

<b>Annual Post-Warranty Hardware Maintenance and Support Fees:</b>			
39	HMA DS300 - Extended Warranty with Biennial Maintenance	\$180.00	\$7,020.00
39	HMA ExpressVote 3 BMD - Extended Warranty with Biennial Maintenance	\$115.00	\$4,485.00
<b>Annual Post-Warranty Firmware License and Maintenance and Support Fees:</b>			
39	Firmware License - DS300	\$105.00	\$4,095.00
39	Firmware License - ExpressVote 3	\$85.00	\$3,315.00

**Total Annual Post-Warranty License and Maintenance and Support Fees** **\$18,915.00**

**Footnotes:**

- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
- The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
- ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.



**Election Systems & Software, LLC**  
 11208 John Galt Blvd  
 Omaha, NE 68137

## EVS 6.5.1.1 Reporting Standard Modeming - Wireless System Purchase Order

This Purchase Order is valid through July 15, 2025 (See Note 1).

**Sauk County, Wisconsin**

505 Broadway Room 144  
 Baraboo, WI 53913

Quantity	Part #	Description	Price	Ext. Price
<b>DATA COMMUNICATION SERVER</b>				
1	96127	BITLOCKER KEY	\$37.00	\$37.00
<b>EMS FILE SERVER</b>				
1	96127	BITLOCKER KEY	\$37.00	\$37.00
<b>EMS WORKSTATION</b>				
2	96127	BITLOCKER KEY	\$37.00	\$74.00
2	96191	MICROSOFT WIN11 IOT ENT LTSC	\$131.00	\$262.00
2	96012	*WS_FTP PRO 12.7	\$78.00	\$156.00
<b>MISCELLANEOUS COMPONENTS</b>				
1	96132	CRADLEPOINT L950 W/ POE INJECTOR & 3YR	\$1,500.00	\$1,500.00
<b>SERVICES</b>				
1	510220	EMS NETWORK UPGRADE ON CUSTOMER PREMISES	\$10,120.00	\$10,120.00
		<ul style="list-style-type: none"> <li>• Staging of EMS systems at ES&amp;S Technical Services lab.               <ul style="list-style-type: none"> <li>o Includes the installation, configuration, and testing of EMS network connectivity.</li> </ul> </li> <li>• 3rd party equipment delivered to customer location.               <ul style="list-style-type: none"> <li>o ES&amp;S Technical Services technician travels to customer location to complete physical installation and end-to-end connectivity testing.</li> </ul> </li> <li>• Technical Services technician provides customer walkthrough of EMS network equipment while on-site.</li> <li>• EMS installation summary documentation provided to</li> </ul>		

		customer upon completion of installation.		
		<b>SHIPPING AND HANDLING</b>		
1	FREIGHT	SHIPPING & HANDLING - EMS EQUIPMENT	\$117.00	\$117.00
		<b>Order Total</b>		<b>\$12,303.00</b>

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** This Purchase Order is valid through the date set forth above (the "Expiration Date"). Due to fluctuating pricing and availability of third party hardware and software, this Purchase Order shall expire and be of no further force and effect in the event the Customer does not sign and return this Purchase Order for execution by ES&S prior to the Expiration Date. In the event this Purchase order expires, ES&S shall provide the Customer with a new purchase order which may include changes in both pricing and third party equipment and software components.

**Note 2:** Unless otherwise indicated, any applicable (City & State) sales taxes have not been included in pricing and are the sole responsibility of Customer.

**Note 3:** Network Cabling is not included.

**Note 4:** Third Party Items are purchased directly from the component manufacturers and lead times may vary. In order to allow ES&S sufficient time to receive, configure, deliver and install the Third-Party Items, ES&S strongly recommends that the Customer sign and return the Purchase Order at least sixty (60) calendar days prior to the Customer's expected delivery date. Delivery and installation at Customer's location shall be scheduled subject to ES&S' receipt and configuration of the Third-Party Items. ES&S shall not be responsible for any delays caused by supply chain shortages or availability of any parts or components of any Third-Party Items.

**Note 5:** ES&S reserves the right to substitute third party equipment and software components contained herein provided such substitutions are of the same or greater quality and such substitutions meet any applicable requirements in order to be used in

By signing below, Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.

Customer Signature

Date

Title

**Resolution Assigning Funds as of December 31, 2024 and Amending the 2025 Budget for These Assignments**

**Resolution offered by the Finance, Personnel, and Insurance Committee**

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

**BACKGROUND:** Certain accounts are required by Wisconsin State Statute or Administrative Code, grant rules, or by action of the Sauk County Board or its committees, to be expended for specific purposes and any excess funds cannot lapse to fund balance at year-end for general County use. Similarly, these types of accounts which may be in a deficit position at year-end because of the timing of the receipt of grant reimbursements, are not to receive transfers from the General Fund pending completion of the grant or activity. The attached list of purposes and amounts as of December 31, 2024 shall be assigned from General Fund balance and within other fund balances for future use and/or reimbursement.

**THEREFORE, BE IT RESOLVED,** by the Sauk County Board of Supervisors met in regular session that the described accounts, totaling \$12,370,370 be and hereby are assigned as of December 31, 2024 for the described activities in accordance with Wis. Stats. § 65.90(5); and,

**BE IT FURTHER RESOLVED,** that this be amended by annual audit adjustments, the addition of grants or other non-lapsing programs, the deletion of completed grants and programs, State Statutes, or by actions of the County Board; and,

**BE IT FURTHER RESOLVED,** that the affected departments' 2025 budgets be amended to include the amended appropriations approved herein.

Approved for presentation to the County Board by the Finance Committee, this 20th day of May 2025

Consent Agenda Item: [ ] YES [ x ] NO

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

Vote Required: Majority = \_\_\_\_\_ 2/3 Majority =  x  3/4 Majority = \_\_\_\_\_

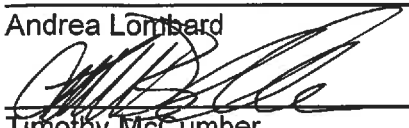
The County Board has the legal authority to adopt: Yes  x  No \_\_\_\_\_ as reviewed by the Corporation Counsel,  [Signature] , Date:  05-15-2025

Offered and passage moved by the Finance, Personnel and Insurance Committee:

<u> [Signature] </u> Lynn Ebrel	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
<u> [Signature] </u> Gaile Burchill	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
<u> [Signature] </u> Shelia Carver	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
<u> [Signature] </u> Aaron Evert	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

57  
58  
59 \_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
60 Brandon Lohr

61 \_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
62 Andrea Lombard

63 \_\_\_\_\_ ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
64  Timothy McCumber

65 \_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
66 Jake Roxen

67 \_\_\_\_\_ ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
68  Terry Spencer

72  
73 Fiscal Note: The remaining General Fund Balance as of December 31, 2024, after the \$10,574,101  
74 assignment is well above the amount required by Sauk County's working capital policy. Of the  
75 \$12,370,370 assigned, \$7,219,389 was already included in the 2025 budget at its original adoption.

76  
77 Information Systems Note: Many of the above-described projects impact the MIS budget and staff.  
78 These projects, however, are continuations of projects already started or planned for 2025  
79 or prior years.



GENERAL FUND	Balance Available 12/31/2024
Accounting - MIS-MUNIS System Projects	134,890
Accounting - LTE Accounting Asst	11,518
Accounting - Staff Training/Conferences	3,043
Accounting - Office Supplies/Equipment (fr Hlth Ins surplus 2022)	2,137
Accounting - Contracted Services-ARPA	2,669
Administrator - Economic Development (non-Grants)	110,358
Administrator - Economic Development BEAD Grant	669
Administrator - Strat Assmt Health Care Needs	50,000
Administrator - Training, Seminars & Registration	6,000
Building Services - Courtroom Sound & Video Arraignment	59,832
Building Services - Elevator at Courthouse	176,580
Building Services - Energy/Cost Saving Measures	1,475,832
Building Services - Facility Renovations & Security	2,633,459
Building Services - Leased Facility Design Work	30,000
Building Services - Replace Roofs	178,445
Building Services - Carpet replacement	72,731
Building Services - Tuckpointing/Caulking	116,590
Building Services - 2025 Chev Silverado	75,000
Building Services - Chiller rebuild	28,726
Building Services - Communications Infrastructure / Narrowbanding	267,012
Building Services - Communications Upgrades	304,312
Building Services - Dispatch Center/Dispatch Radio Console	240,000
Building Services - Law Enforcement Ctr Carpet	97,154
Building Services - Law Enforcement Ctr Chiller Rebuild	64,131
Building Services - Law Enforcement Ctr Roof Replacement	209,243
Building Services - Law Enforcement Ctr Kitchen Equipment	29,867
Circuit Courts - MIS-Video System Integration	10,000
Court Comm - State Bar WI Foundation Grant	3,986
Court Comm - Equipment Office Supplies	1,515
Extension Education - Mail Allocation from UW Madison	949
Extension Education - Strong Bodies	990
Extension Education - Pesticide/AG Expenses	7,709
Extension Education -MIS Replacement PCs	10,133
Emergency Management - Mobile Command Unit	432,156
Emergency Management - Contr Svcs Civitek, HMP Update	15,989
LRE - Baraboo Range Monitoring	102,494
LRE - County Farm Master Plan Implementation	4,910
LRE - County Farm Master Plan Implementation (Gen Fund/grants)	30,214
LRE - Comprehensive Planning (General Fund balance)	90,000
LRE - Comprehensive Planning (Ho-Chunk Funds)	15,000
LRE - Conservation Practices	98,779
LRE - Dam Inspection and Maintenance	13,706
LRE - Dam Major Repairs-Delton	113,530
LRE - Dam Major Repairs	65,038
LRE - Great Sauk Trail Development	205,763
LRE - Lake Management Grants	36,529
LRE - MIS-Project Implementation (Open Gov)	5,477
LRE - Multi Discharge Variance Program - Baraboo River	64,200
LRE - Multi Discharge Variance Program - Lower WI River	8,399
LRE - Parks ADA Compliance Plan/Implementation	43,760
LRE - Truck Zoning/leased vehicles	7,059
LRE - Redstone Dam Major Repairs	50,000
LRE - White Mound Rustic Campsites	12,551
LRE - White Mound Managed Forest Plan	10,000
LRE - White Mound & Hemlock Park Master Plan Implementation	137,212
LRE - Yellow Thunder, Man Mound Master Plan/Maintenance (Ho-Chunk)	20,138
MIS-File System / Application Upgrades	89,934
MIS-Network Infrastructure	128,955
MIS-Phone System / 911 System / Unified Communication	317,186
MIS-Security & Compliance	3,030
MIS-Training	40,360
MIS-Virtual Data Infrastructure	212,419
Personnel - Section 125 Forfeitures / Employee Recognition	5,000
Personnel - Recruitment	3,000
Personnel - Training and Inservice	3,000
Personnel - Staff Development	8,000
Personnel - Stafety Training (all staff)	15,000
Personnel - MIS-Accident Reporting System (Triple I)	15,000
Personnel- Other HR MIS projects	3,920
Personnel - Health Ins to MIS training software	7,962
Personnel - MIS-Chargebacks-NeoGov Software	4,747

GENERAL FUND	Balance Available 12/31/2024
PH - Adult Dental Voucher Program	23,249
PH - Alliance for Wisconsin Youth	3,514
PH - Communicable Disease	30,000
PH - Community Care Voucher Program	2,244
PH - Community Health Improvement Plan/Needs Assessment	82,015
PH - COVID Pilot Testing	9,412
PH - Credible Minds	11,000
PH - Dental Supplies	7,915
PH - Drug Free Communities MATCH	10,902
PH - Emergency Preparedness / Training	32,442
PH - Forward Health	11,265
PH - Immunizations	56,381
PH - Intake/Community Care	22,933
PH - Intake/Community Care - Incentives	222
PH - Keeping Kids Alive / Child Death Review	6,188
PH - Maternal Child Health	28,942
PH - MIS New System Implementation	6,212
PH - Misc Health Grants	1,000
PH - MISC Rev/Donations SAMSHA	32
PH - NACCHO Breastfeeding	14,000
PH - Nurse Family Partnership	7,440
PH - Prenatal Care Coordination	29,797
PH - Public Information and Communication	42,503
PH - Rural Safety Days Donations/Grants	6,010
PH - Safe Kids Sauk County	990
PH - Seal-A-Smile	63,896
PH - Seal-A-Smile	11,968
PH - State Opioid Response Prevention	4,939
PH - Support People and Empower Recovery "SUPER"	5,473
PH - Women, Infants and Children	64,004
PH - Women, Infants and Children -Lead Testing Funds	2,667
PH - EH DATCP Programs	787,030
EH - DNR Transient Well Water Funds	2,381
PH -EH Vehicle Outlay 10/21 Resolution (ORG 10040* as of 2023)	30,000
PH - EH Human Health Hazards	20,000
PH - EH Tattoo Revenue	6,805
Register of Deeds - Printer Replacement	4,098
Sheriff - Additional Mobile Data Computer	13,611
Sheriff - Body cameras maintenance Mar 2025-Mar 2026	83,340
Sheriff - Body cameras maintenance Mar 2026-Mar 2027	83,340
Sheriff - Body cameras maintenance Mar 2027-Mar 2028	83,340
Veterans Service - Special Purpose Levy	4,704
General Fund Total	10,574,101

OTHER FUNDS	Balance Available 12/31/2024
ADRC-Home-Delivered Meals	150,000
ADRC-Congregate Program IIC1 (2024 re-ob funds from GWAAR)	67,092
ADRC-Home Delivered Meals IIC2 (2024 re-ob funds from GWAAR)	16,537
ADRC-Office furniture-Reedsburg & Baraboo Conference Rm	10,200
ADRC-DOT Trust Funds vehicle	10,516
HCC Certified Public Expenditure Funds for Capital	1,369,241
HCC Wisconsin Caregiver Career Program/Staff Training	26,232
HCC MIS PC Replacements (2024)	22,329
Human Services JDS - SSM Educational Navigator-Salaries	24,500
Human Services - MIS Projects-Enhancements	99,622
	1,796,269
B-3 - Birth to Three	12,370,370
EH - Environmental Health	
HCC - Health Care Center	
JDS - Justice, Diversion & Support	
LRE - Land Resources & Environment	
MIS - Management Information Systems	
PH - Public Health	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

RESOLUTION #32-2025

**Resolution Assigning Funds as of December 31, 2024 and Amending the 2024 Budget**

**Resolution offered by the Finance, Personnel, and Insurance Committee**

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

**BACKGROUND:** Throughout the year, various additional funds become available that require no additional County matching funds or are expansions of existing grant funding and programs. Also, throughout the year, additional expenditures are incurred for which funding is available. At the completion of each year's annual financial audit after all transactions have been recorded, a final resolution is brought forward to present a summary of departments and/or funds that exceeded their annual appropriations. This resolution authorizes amendments to the budget for those departments and/or funds that had offsetting revenues or fund balances, as well as for departments without offsetting funding and in need of a transfer from the contingency fund.

The 2024 contingency fund was originally budgeted at \$350,000, funded completely by General Fund balance. During 2024, no funds were transferred from the contingency fund, leaving \$350,000 available for overdrawn departments.

**WHEREAS**, the following General Fund departments' net budgets, expenses less revenues received, were exceeded in 2024 as follows:

**Departments Exceeding Overall Budgets**

Contingency Transfer Amount	Percent of Budget	Expenditure Budget Exceeded	Department	Primary Reason for Variance
\$35,396	6.14%	\$52,373	Corporation Council	Contracted attorney fees for pending or threatened litigation
\$35,396	Total Transfer from Contingency Fund			

**WHEREAS**, expenditure of additional funds sometimes causes a department to exceed their expenditure appropriations, while not exceeding their net budget or available fund balances, as summarized below:

**Departments Exceeding Expenditure Budgets,  
But Offsetting Revenues or Fund Balances Exist**

Amount	Department	Primary Reason for Variance	Funding Source
\$158	Register of Deeds	Miscellaneous expenses	Real Estate Transfer Fees collected exceed budget.
\$2,586	Workers Compensation Fund	Workers compensation losses exceeded estimates.	Workers Compensation Fund balance for this purpose is available.
\$14,575	Insurance Fund	Beginning 2023 fund balance met the minimum required by policy; lower charges to departments were needed. These charge revenues were anticipated in the budget.	Fund balance for this purpose is available
\$22,711	Drug Seizures	Expenditures of previously forfeited funds exceeded budget.	Fund balance for this purpose is available.
\$73,619	Aging & Disability Resource Center	Department maximizes available grant funds.	ADRC additional revenues for these purposes is available.

**Departments Exceeding Expenditure Budgets,  
But Offsetting Revenues or Fund Balances Exist**

Amount	Department	Primary Reason for Variance	Funding Source
\$3,512,211	Human Services	Transfer favorable 2023 year-end fund balance over maximum to the General Fund per policy. Department maximizes available grant funds.	Human Services fund balance and additional revenues for these purposes is available.

**THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the 2024 budgets of the above-described departments that did not exceed their net appropriations be amended to appropriate the additional funds received or fund balances; and,

**BE IT FURTHER RESOLVED**, that \$35,396 be transferred from the 2024 contingency fund to the above-described departments' 2024 budgets that were exceeded when other balances were not available; and,

Approved for presentation to the County Board by the Finance, Personnel and Insurance Committee, this 20th day of May, 2025

Consent Agenda Item: [ ] YES [ x ] NO

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

Vote Required: Majority = \_\_\_\_\_ 2/3 Majority =  x  3/4 Majority = \_\_\_\_\_

The County Board has the legal authority to adopt: Yes  x  No \_\_\_\_\_ as reviewed by the Corporation Counsel,  [Signature] , Date:  05.15.2025 .

Offered and passage moved by the Finance, Personnel and Insurance Committee:

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Lynn Ebrel

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Gale Burchill

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Shelia Carver

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Aaron Evert

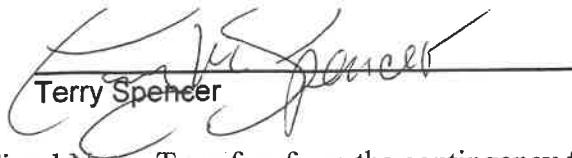
\_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
Brandon Lohr

\_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
Andrea Lombard

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Timothy McCumber

\_\_\_\_\_ ☐ Aye ☐ Nay ☐ Abstain ☒ Absent  
Jake Roxen

76  
77  
78  
79  
80  
81

  
Terry Spencer

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Fiscal Note: Transfers from the contingency fund to overdrawn departments in 2024 total \$35,396.



MIS Note: No impact.

RESOLUTION #33-2025

**Resolution to Commit for Use of County Opioid Settlement Funds to Support a Grant Match Requirement for the Vital Strategies Request for Application.**

**Resolution offered by the Health and Human Resources Committee and Finance, Personnel, & Insurance Committee.**

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

**BACKGROUND:** Overdose deaths in the United States have significantly increased in the past several decades. From 1999 to 2022, the national overdose death rate increased by ten times, with over 107,000 overdose deaths reported in 2023 alone.

Wisconsin's overdose crisis mirrors national trends. In 2022, the number of opioid-involved overdose deaths in the state was 12 times higher than in 2000. However, in 2024, the U.S. saw a notable 24% reduction in overdose deaths and early data indicates Wisconsin experienced a similar decline in overdose deaths. This is a hopeful sign that efforts to address the crisis are starting to take effect.

Harm reduction and overdose prevention approaches are essential to addressing the overdose crisis. Harm reduction is a practical and justice-centered strategy that focuses on reducing the negative consequences of drug use and which emphasizes the dignity and autonomy of people who use drugs. Harm reduction utilizes a range of strategies, including safer use, meeting people who use drugs "where they're at," and addressing the conditions of use along with the use itself.

Opioid settlement funds provide an important opportunity to improve access to evidence-based harm reduction and overdose prevention services. To expand these evidence-based services, Vital Strategies will match county opioid settlement funding up to \$100,000.00 for one year. After the Vital Strategies Grant is awarded, a budget amendment will be done to include all revenues and expenses that are compliant under the Opioid Settlement Fund use.

**NOW, THEREFORE, BE IT RESOLVED,** by the Sauk County Board of Supervisors to Commit for Use of County Opioid Settlement Funds up to \$100,000.00 to support a grant match requirement for the Vital Strategies Request for Application.

**BE IT FURTHER RESOLVED,** that the Sauk County Board of Supervisors approves applying for the Vital Strategies Grant.

Approved for presentation to the County Board by the Health and Human Resources Committee and Finance, Personnel and Insurance Committee, this 20th day of May 2025.

Consent Agenda Item: ☐ YES ☐ NO


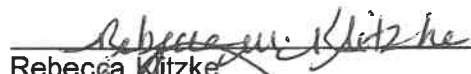
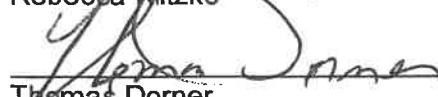



Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

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

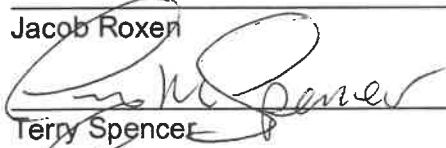
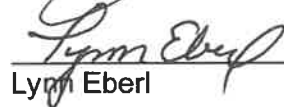

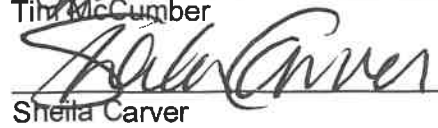
The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, [Signature], Date: 05.15.2025

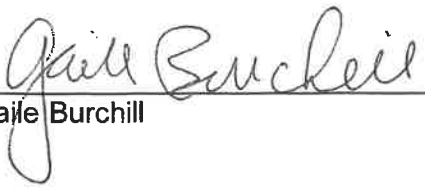
Offered and passage moved by:

**Health Resources Committee**

 Pat Rego	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Rebecca Kitzke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Thomas Dorner	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Dave Clemens	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
 Joan Fordham	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Eleanor Vita	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
 Diane Reinfeldt	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Renee Mikonowicz	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Vacant	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

**Finance, Personnel, & Insurance Committee**

 Jacob Roxen	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
 Terry Spencer	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Lynn Eberl	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Andrea Lombard	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
 Tim McCumber	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Sheila Carver	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

  
Gail Burchill

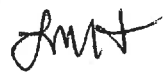
☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Brandon Lohr

☐ Aye   ☐ Nay   ☐ Abstain   ☒ Absent

  
Aaron Evert

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

**Fiscal Note:** Opioid Settlement funding is available for required grant match of up to \$100,000.00. 

**MIS Note:** None

RESOLUTION # 34-2025

Resolution to donate the Sauk City information sign to the Village of Sauk City.

Resolution offered by the Land Resources and Extension Committee

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

**BACKGROUND:**

The Sauk County Conservation Committee installed an information sign in Sauk City in the 1960's. The sign was posted on or near the U.S. Highway 12 bridge in Sauk City until the bridge was rebuilt several years ago. Since that time, the sign has been stored in the Sauk City highway shop. Sauk County has been approached about relinquishing ownership of the sign to the Village of Sauk City. The Village plans to refurbish the sign and place it back in the community.

The Sauk County Conservation Committee has evolved into the Land Resources and Extension Committee. It has been determined that the LRE Committee has jurisdiction over the sign. The LRE Committee met on May 8<sup>th</sup> and recommended donating the information sign to the Village of Sauk City.

**THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, does hereby donate the Sauk City information sign to the Village of Sauk City.

Approved for presentation to the County Board by the Land Resources and Extension Committee, this 20<sup>th</sup> day of May 2025.

Consent Agenda Item: [ ] YES [ ] NO

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

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

The County Board has the legal authority to adopt: Yes X No \_\_\_\_\_ as reviewed by the Corporation Counsel, [Signature], Date: 05.14.2025.

Offered and passage moved by:

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Marty Krueger, Chair

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Dennis Polivka, Vice Chair

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Brandon Lohr

[Signature] ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Peter Kinsman



53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72

  
Robert Spencer

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Robert Prosser

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Valerie McAuliffe

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Lynn Eberl

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Randy Puttkamer

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

Fiscal Note: No impact.



MIS Note: None.



## SAUK CITY

Sauk City originally was the site of an important Indian village. Jonathan Carver visited here on October 9, 1766 and wrote, "This is the largest and best built Indian town I ever saw. It contains about 90 houses, each large enough for several families. The streets are regular and spacious." In 1838 the first white settlers arrived, led by Berry Haney. Count Agoston Haraszthy platted Sauk City on April 26, 1845. Incorporated March 30, 1854 the original charter continues to the present day - marking Sauk City the oldest incorporated village in Wisconsin.

ERECTED BY THE SAUK COUNTY COMMEMORATION COMMITTEE 1988

1  
2  
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**  
4 **ORDINANCE AMENDMENT #35-2025**  
5

6 **Ordinance Amendment to approve a map amendment (rezoning) of lands in the**  
7 **Town of Baraboo from an Agriculture to a Recreational Commercial Zoning District**  
8 **filed upon Live Love Dwell LLC, property owner.**  
9

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

12 **BACKGROUND:**  
13

14 Background: Live Love Dwell LLC owns property in the NE ¼, NW ¼, and NW ¼, NW ¼,  
15 and SW ¼, NW ¼, and SE ¼, NW ¼, and SW ¼, NE ¼, and NW ¼, NE ¼, Section 15,  
16 T11N, R6E, Town of Baraboo, and has requested a map amendment (rezoning) of  
17 property legally described pursuant to petition 03-2025 from Agriculture to Recreational  
18 Commercial zoning. The intent of the map amendment (rezoning) is to allow the property  
19 owners to operate a campground.  
20

21 Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and  
22 amend a zoning ordinance. At a public hearing held by the Land Resources and Extension  
23 (LRE) Committee on April 22, 2025; the LRE Committee made findings pursuant to Sauk  
24 County Code of Ordinance §7.150(9) and recommended approval of the map amendment.  
25

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

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

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

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

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

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

47 Rezone of the approximate 24.15 acres of tax parcels 002-0435-00000 and 002-0432-  
48 00000 from an Agriculture Zoning District to a Recreational Commercial Zoning District.  
49

50 Approved for presentation to the County Board by the Land Resources and Extension  
51 Committee this 20<sup>th</sup> day of May, 2025.

Consent Agenda Item: [ ] YES [ ] NO

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

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

The County Board has the legal authority to adopt: Yes   X   No \_\_\_\_\_ as reviewed by the Corporation Counsel,   By J.A.  , Date: \_\_\_\_\_

Offered and passage moved by:

Martin F. Krueger ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
MARTY KRUEGER, CHAIR

Dennis Polivka ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
DENNIS POLIVKA, VICE CHAIR

Peter Kinsman ☐ Aye ☐ Nay ☐ Abstain ☐ Absent  
PETER KINSMAN \*virtual\*

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

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

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

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

Robert Prosser ☒ Aye ☒ Nay ☐ Abstain ☐ Absent  
ROBERT PROSSER

Fiscal Note: None   omit  

MIS Note:

RESOLUTION # 36-2025

**Resolution to Contract with Strang, Inc. to Revisit the 2019 Space Needs Study and Evaluate the Quartz Building for County Functions**

**Resolution offered by the Public Works and Infrastructure Committee.**

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

**BACKGROUND:** Sauk County owns and maintains numerous facilities throughout the County that house all the services and departments of the county. Strang, Inc. completed a space needs study in 2019 for the West Square Administration Building, Historic Courthouse, Law Enforcement Center, and the Reedsburg Human Services Building. Since that time, there have been many changes in department functions, operations, and services. To assist the County in managing the existing space efficiently and plan for future needs, the County is requesting that as an exception to a Request for Proposal (RFP), Strang, Inc. shall be used based on the cost-effective use of the prior building study that they completed in 2019.

**THEREFORE, BE IT RESOLVED,** that effective May 20th, 2025, the County shall contract with Strang, Inc for an updated space needs study to determine how current space needs may differ from the previous space needs study completed in 2019 and evaluate the former Quartz Insurance Building located in Sauk City for county functions.

Approved for presentation to the County Board by the Public Works and Infrastructure Committee and the Finance, Personnel and Insurance Committee, this 20th day of May 2025

Consent Agenda Item: [ ] YES [ X ] NO

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

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

The County Board has the legal authority to adopt: Yes  X  No \_\_\_\_\_ as reviewed by the Corporation Counsel,  [Signature] , Date:  05.14.2025 .

~~Offered and passage moved by the Public Works and Infrastructure Committee:~~

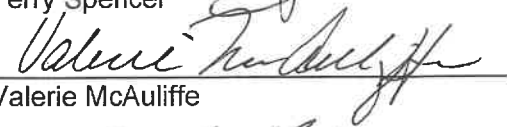
[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Brian Peper

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Kevin Schell

[Signature]  ☒ Aye ☐ Nay ☐ Abstain ☐ Absent  
Tom Dorner

  
Terry Spencer

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Valerie McAuliffe

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Bryant Hazard

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

  
Robert Spencer

☒ Aye   ☐ Nay   ☐ Abstain   ☐ Absent

\_\_\_\_\_  
Smooth Detter

☐ Aye   ☐ Nay   ☐ Abstain   ☒ Absent

\_\_\_\_\_  
Mark Waldon

☐ Aye   ☐ Nay   ☐ Abstain   ☒ Absent

Fiscal Note: The \$12,500 cost of the updated space needs study will be funded through the Building Services 2025 Capital Outlay budget for Facility Renovations and Security.

MIS Note: None

