

**SAUK COUNTY BOARD OF SUPERVISORS
MEETING NOTICE/AGENDA**

COMMITTEE: SAUK COUNTY BOARD OF SUPERVISORS
DATE: TUESDAY, JUNE 18, 2019
TIME: 6:00 PM
PLACE: ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

- 1) Call to Order and Certify Compliance with Open Meeting Law.
- 2) Roll Call.
- 3) Invocation and Pledge of Allegiance.
- 4) Adopt Agenda.
- 5) Adopt Minutes of Previous Meeting.
- 6) General Consent Agenda Items.

HIGHWAY COMMITTEE:

Resolution 60-2019 Commending Anthony Rhoades For More Than 19 Years Of Faithful Service To The People Of Sauk County. (Page 4)

Resolution 61-2019 Commending Manuel Canales For More Than 28 Years Of Faithful Service To The People Of Sauk County. (Page 5)

Resolution 62-2019 Commending Gary Merrell For More Than 34 Years Of Faithful Service To The People Of Sauk County. (Page 6)

LAND RESOURCES AND ENVIRONMENT COMMITTEE:

Resolution 63-2019 Commending Brent Bergstrom For 32 Faithful Years Of Service To The People Of Sauk County. (Page 7)

- 7) Scheduled Appearances.
 - a. Ed Janairo, University of Wisconsin – Platteville/Baraboo, Campus Dean, and Regional Associate Dean for Administration & Finance, re: Status report on merger.
- 8) Public Comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
- 9) Communications.
 - a. 05/22/2019 Letter from Rep. Dave Considine, re: Request for increased funding for road repairs. (Page 8)
 - b. National Association of Counties (NACO) High Performance Leadership Academy. (Page 9)
 - c. 05/28/2019 Letter from Lynn Markham, UW – Stevens Point, re: Appointing Board of Adjustment Members by July 1, 2019. (Pages 10-11)
 - d. Lake Redstone Communications. (Pages 12-14)

- 10) Appointments.

TRANSPORTATION COORDINATION COMMITTEE:

Terry Wolkowski, New Appointment, Citizen Member
Filling unexpired term of Judith Schenck, expiring 06/15/2021

ETHICS INQUIRY BOARD:

Catherine Ankenbrandt, Re-Appointment, Citizen Member
1 – Year Term – 06/18/2019 – 06/16/2020

BOARD OF ADJUSTMENT:

Linda DeBaets-White, Re-Appointment, Citizen Member
3 – Year Term – 06/18/2019 – 06/21/2022

TRI-COUNTY AIRPORT BOARD OF APPEALS:

Linda DeBaets-White, Re-Appointment, Citizen Member
Daniel C. Kettner, Re-Appointment, Citizen Member
Valerie McAuliffe, New Member, Citizen Member
1 – Year Term – 06/18/2019 – 06/16/2020

PUBLIC HEALTH DIRECTOR:

Timothy C. Lawther, MPH, MA

11) Bills.

12) Claims.

13) Elections.

14) Proclamations.

15) Reports – informational, no action required.

- a. Rebecca C. Evert, Sauk County Clerk– Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
- b. Sauk County Groundwater Quality Trends By Kevin Masarik, Groundwater Education Specialist, UW-Extension and Jenny Erickson, Community Development Educator, UW-Madison Extension.
(*Chair requests the report to coincide with Resolution 70-2019*).
 - Report question and answer period. (Not to exceed 10 minutes)
- c. Peter Vedro, County Board Chair
 - Deadline for submissions of resolutions to WCA: 06/24/2019;
 - Special County Board Meeting 06/25/2019;
 - Award Announcements;
 - Responsibilities under Wis. Stat. 980.08; (Pages 15-19)
 - Report question and answer period. (Not to exceed 10 minutes)

16) Unfinished Business.

17) New Business.

AGING & DISABILITY RESOURCE CENTER AND VETERANS SERVICE OFFICE COMMITTEE:

Resolution 64-2019 Rescinding Of Resolution #16-2019 And Authorizing The Aging And Disability Resource Center To Purchase A 2018 15-Passenger Van. (Page 20)

Resolution 65-2019 Authorizing The Aging And Disability Resource Center To Purchase A 2019 Dodge Grand Caravan SE From Kayser Chrysler Center In Sauk City, WI And Amending The 2019 Budget. (Page 21)

ECONOMIC DEVELOPMENT:

Resolution 66-2019 Resolution To Adopt A New Sauk County Logo. (Page 22)

EXECUTIVE & LEGISLATIVE COMMITTEE:

Resolution 67-2019 Authorizing The Purchase Of A Replacement Electronic County Board Voting System. (Pages 23-29)

Resolution 68-2019 Authorizing The Purchase Of A Redundant Data Storage Unit. (Pages 30-37)

Reimbursement for legal fees – Ethics Complaint from Jean Berlin and William Wenzel. *(Attached to Granicus)*

EXECUTIVE & LEGISLATIVE COMMITTEE AND FINANCE COMMITTEE:

Resolution 69-2019 Increasing County Board And Committee Member Per Diem. (Pages 38-39)

LAND RESOURCES & ENVIRONMENT COMMITTEE:

Resolution 70-2019 Authorizing Funding Of Feasibility Study For Multiuse Recreational Bridge Connecting The Great Sauk State Trail With The Proposed Walking Iron Trail In Dane County. (Page 40)

Ordinance 8-2019 An Ordinance Approving A Map Amendment (Rezoning) Of Lands In The Town Of Dellona From Agriculture To A Commercial District Filed Upon Kenneth Kozlowski, Property Owner. (Page 41)

LAND RESOURCES & ENVIRONMENT COMMITTEE, BOARD OF HEALTH AND UW EXTENSION, ARTS & CULTURE:

Resolution 71-2019 Authorizing The Sauk County Groundwater Quality Trend Data Project. (Pages 42-55)

PROPERTY COMMITTEE:

Resolution 72-2019 Authorizing A Three Year Contract With Akitabox For Facility Management And Work Order Software In Sauk County Facilities. (Pages 56-57)

18) Referrals.

19) New Agenda items (no discussion). Submit in writing or by e-mail new business items to the Administrative Coordinator as soon as possible for Rule III.A. referral.

20) Adjournment.

Respectfully,



Peter J. Vedro
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.

County Board Members:

Stop by the Office of the County Clerk prior to each Board Meeting to sign original resolutions and ordinances.

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 Sauk County at 608-355-3269, or TTY at 608-355-3490, 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.

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: June 18, 2019.

Agenda Preparation: Peter Vedro, County Board Chair.

RESOLUTION 60 - 19

**Commending Anthony Rhoades for More Than 19 Years of Faithful Service
To The People of Sauk County**

Background: It is the custom of the Sauk County of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Tony faithfully served the people of Sauk County as a Mechanic, Parts Person and Shop Supervisor at the Highway Department for over 19 years. Tony maintained professional and ethical integrity while serving the County. Tony was an essential team member to the Highway Department and all of Sauk County.

Fiscal Impact: (X) None () Budgeted Expenditure () Non Budgeted

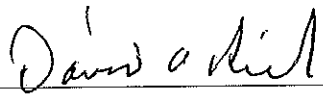
NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Anthony Rhoades for nineteen years of faithful service to the people of Sauk County.

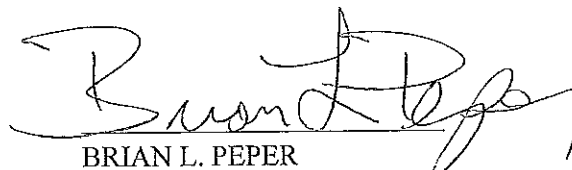
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Anthony Rhoades an appropriate symbol of our appreciation for service to the people of Sauk County.

For Consideration by the Sauk County Board of Supervisors on June 18, 2019.

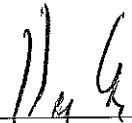
Respectfully submitted:

Sauk County Highway and Parks Committee


DAVID A. RIEK, CHAIR


BRIAN L. PEPPER


TOMMY LEE BYCHINSKI


KEVIN LINS


JEAN BERLIN

Fiscal Note: No Fiscal Impact. *KLB*
MIS Note: No MIS Impact.

RESOLUTION 01 - 19

**Commending Manuel Canales for More Than 28 Years of Faithful Service
To The People of Sauk County**

Background: It is the custom of the Sauk County of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Manuel faithfully served the people of Sauk County as a Patrolman's Helper, Mechanic and a Patrolman at the Highway Department for over 28 years. Manuel maintained professional and ethical integrity while serving the County. Manuel was an essential team member to the Highway Department and all of Sauk County.

Fiscal Impact: (X) None () Budgeted Expenditure () Non Budgeted

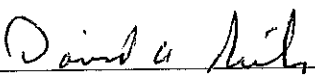
NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Manuel Canales for twenty-eight years of faithful service to the people of Sauk County.

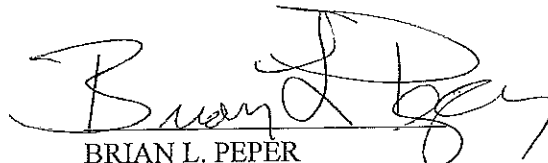
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Manuel Canales an appropriate symbol of our appreciation for service to the people of Sauk County.


For Consideration by the Sauk County Board of Supervisors on June 18, 2019.

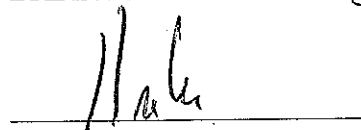
Respectfully submitted:

Sauk County Highway and Parks Committee


DAVID A. RIEK, CHAIR


BRIAN L. PEPER


TOMMY LEE BYCHINSKI


KEVIN LINS


JEAN BERLIN

Fiscal Note: No Fiscal Impact. *KPB*
MIS Note: No MIS Impact.

RESOLUTION 62-19

**Commending Gary Merrell for More Than 34 Years of Faithful Service
To The People of Sauk County**

Background: It is the custom of the Sauk County of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Gary faithfully served the people of Sauk County as a Mechanic, Tandem Truck Driver, Patrolman, Timekeeper and a Recordkeeper at the Highway Department for over 34 years. Gary maintained professional and ethical integrity while serving the County. Gary was an essential team member to the Highway Department and all of Sauk County.

Fiscal Impact: (X) None () Budgeted Expenditure () Non Budgeted

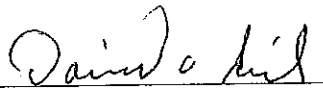
NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Gary Merrell for thirty-four years of faithful service to the people of Sauk County.

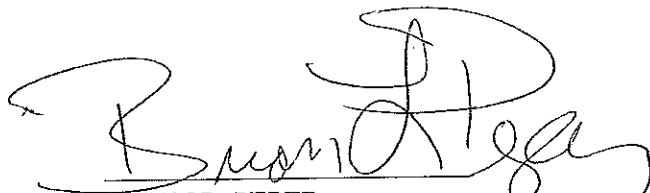
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Gary Merrell an appropriate symbol of our appreciation for service to the people of Sauk County.

For Consideration by the Sauk County Board of Supervisors on June 18, 2019.

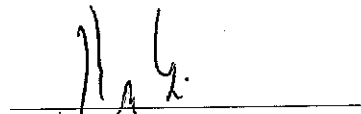
Respectfully submitted:

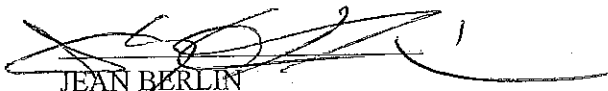
Sauk County Highway and Parks Committee


DAVID A. RIEK, CHAIR


BRIAN L. PEPER


TOMMY LEE BYCHINSKI


KEVIN LINS


JEAN BERLIN

Fiscal Note: No Fiscal Impact. *KPB*
MIS Note: No MIS Impact.

RESOLUTION NO. 63 - 2019

COMMENDING BRENT BERGSTROM FOR 32 FAITHFUL YEARS OF SERVICE TO
THE PEOPLE OF SAUK COUNTY

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. Brent has faithfully served the people of Sauk County in the Conservation, Planning and Zoning Department for 32 years. He maintained professional and ethical integrity and was an essential team member to the Department and all of Sauk County.

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Brent Bergstrom for 32 years of faithful service to the people of Sauk County.

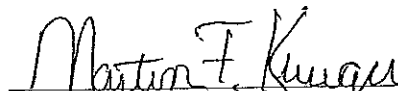
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Brent Bergstrom an appropriate symbol of our appreciation for service to the people of Sauk County.

For consideration by the Sauk County Board of Supervisors on June 18, 2019.

Respectfully submitted,

SAUK COUNTY LAND RESOURCES and ENVIRONMENT COMMITTEE

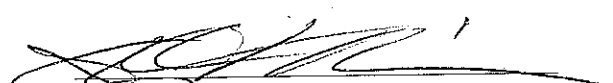

CHUCK SPENCER, Chair


MARTY KRUEGER, Vice Chair

GLENN JOHNSON


JOHN DIETZ

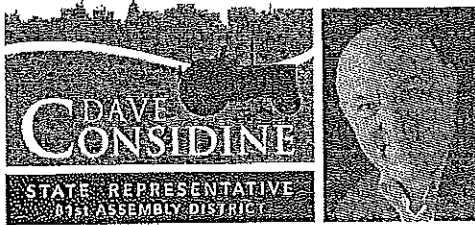

CHUCK WHITSELL


JEAN BERLIN


ROBERT NEWPORT


RANDALL PUTTKAMER

Fiscal Impact: None. 
MIS Note: No new MIS impact.



STATE CAPITOL PO Box 8952, Madison, WI 53708
PHONE (608) 266-7746 TOLL-FREE (888) 534-0081
EMAIL Rep.Considine@legis.wisconsin.gov
WEB <http://legis.wisconsin.gov/assembly/81/considine>

RECEIVED

MAY 31 2019

SAUK COUNTY CLERK
BARABOO, WISCONSIN

May 22, 2019

Rebecca Evert
Attn: Sauk County Board of Supervisors
505 Broadway St, Room 144
Baraboo, WI 53913

Dear Sauk County Board of Supervisors,

Thank you for contacting my office to share your request for increased funding for road repairs.

Wisconsin's roads have been horribly neglected and under-funded for the past eight years. This is not a sustainable path the state can continue to pursue if we want to fix the transportation crisis. I often drive Highway 78, so I see the impact not funding our infrastructure does to roads and cars.

Governor Evers' budget would invest \$6.6 billion towards Wisconsin's transportation needs. The money would go towards fixing the state's infrastructure through investments in the state highway rehabilitation program, increasing transportation aid to local communities so they can determine where the money would best be spent, and expanding transit needs for seniors and those with disabilities. It is my hope lawmakers can work together to pass the state's budget in a timely manner so we can begin the work of fixing Wisconsin's infrastructure.

Thank you again for sharing your request and I look forward to your continued engagement on this issue.

Sincerely,

Dave Considine
State Representative
81st Assembly District



80% post-consumer fiber

This is a 12-week online program with content provided by industry leading executives. The curriculum provides best practices in leadership, organizational development and change management, negotiation and collaboration, effective business communication, and how to deliver increased value from high performance county management.

Course 1: Leadership Mindset & Positive Engagement

This course provides insights from members of the program's National Leadership Board on the ways leaders shift their mindset from being excellent individual contributors to becoming highly effective leaders. The course also focuses on increasing empowerment and engagement to achieve individual, team and enterprise success. The second half of this course demonstrates how leaders enable "positively deviant" performance and engender positive culture and communication.

Course 2: Leading Effective Change

The emphasis of this course is to prepare participants to engage in change initiated by others and to drive effective change as an active change agent. This course illustrates three facets of organizational change, including planning, executing and sustaining successful change. A balance of theoretical and pragmatic insights allows participants to understand the strategic, financial or market-based reasons for change and drive toward breakthrough results.

Course 3: Communication and Collaboration

Participants learn and practice the skills needed to improve the quality of interpersonal communication in a variety of contexts. Participants will learn how to effectively speak the language of business and convey information across diverse stakeholder groups, as well as break down silos between business divisions to drive better decision making. Each participant will understand effective communication as it relates to leading others, managing conflict, providing and receiving feedback, and negotiating with the Mutual Gains Approach.

Course 4: Leading High Performance Teams

This closing course focuses on measures, metrics, and practices used across the enterprise to achieve high performance. Participants learn that business results – values and benefits – may differ from one company to the next and even from department to department within a single company, but the consistent variable is It's All About People.

COURSE 1

08/05 - Module 1: Your Leadership Mindset
08/12 - Module 2: Your Potential as a Positive Leader
08/19 - Module 3: Positive Leadership and Your Team:
Empowerment & Engagement
08/26 - Module 4: Leadership Rules and Your Oath
09/02 - Break Week

COURSE 2

09/09 - Module 1: The Process of Change: Planning
09/16 - Module 2: The Process of Change: Executing
09/23 - Module 3: The Process of Change: Sustaining
09/30 - Module 4: Leadership Rules and Your Oath

COURSE 3

10/07 - Module 1: Speaking the Language of Business
10/14 - Break Week
10/21 - Module 2: Positive Communications
10/28 - Module 3: Mutual Gains Approach

COURSE 4

11/04 - Module 1: It's All About People
11/08 - Graduation



"Many frontline managers are exactly the people we cannot afford to lose. The NACo High Performance County Leadership Academy helps to retain these vital employees and helps enable them to be better leaders."

Matt Chase, Executive Director, NACo

RECEIVED

JUN 10 2019

SAUK COUNTY CLERK
BARABOO, WISCONSIN





May 28, 2019

Peter J Vedro
617 Bascom Hill Dr
Baraboo, WI 53913

SUBJECT: Appointing Board of Adjustment Members by July 1, 2019

Every county in Wisconsin, except for Milwaukee County, has a board of adjustment consisting of three to five regular members plus two additional alternate members. The County Executive or Administrator, if present, or the County Board Chair, appoints the board of adjustment members for staggered three-year terms beginning July 1.¹

Since the BOA members have staggered 3-year terms, it is only necessary to appoint new board of adjustment members for those whose terms expire on June 30, 2019 and for any vacancies. For example, if you have a three-member BOA with staggered three-year terms, one regular member's term expires this year. It is not required to stagger alternates but may make it easier.

Role of the board of adjustment

Board of adjustment members must act like judges, making decisions by applying legal standards. The primary role of a board of adjustment member is to review and decide cases where an applicant wants to develop a property in a way that is prohibited by a local zoning ordinance, or where there is an alleged error in a zoning decision. Boards of adjustment are authorized by Wisconsin Statutes to decide variances and administrative appeals. They also decide conditional uses (special exceptions) if authorized by the local ordinance to do so.

Board of adjustment members must follow proper procedures and legal standards found in state statutes, court decisions, local ordinances, and zoning board bylaws. Per state law, board of adjustment members may only grant a variance if the applicant has demonstrated that they meet all of the variance standards. Board of adjustment members are also required to explain the rationale behind their decisions.

Choosing board of adjustment members

- Members of the board of adjustment must reside in the county but outside of incorporated areas, and no more than one member may be from each town.²
- County zoning administrators often provide valuable recommendations for choosing board of adjustment members.

¹ Wis. Stats 59.17(2)(c), 59.18(2)(c) & 59.694(2)(a)

² Wis. Stats. 59.694 (2)(c)



- Board of adjustment members need to have:
 - The ability to understand the legal standards.
 - Willingness to apply the legal standards to each applicant. Applying the legal standards sometimes results in unpopular decisions because the applicant, the neighbors, or others do not get what they want. If board of adjustment members allow a property owner to do something prohibited by the ordinance when the applicant does not meet the legal standards to receive a variance, they make an unfair decision. This is an unfair decision to the majority of property owners in the county who live within the limits of the zoning ordinances; to other board of adjustment members who are applying the legal standards; and to the county board members who adopted the zoning ordinance.
 - Sufficient time and motivation to read and digest applications, site plans and staff reports sent to them prior to meetings.
 - Availability to attend board of adjustment meetings year-round.
 - Willingness and availability to attend initial and legal update training.
 - Ability to be open-minded, impartial and courteous.
 - Ability to attend site visits, if required by your county.
- We recommend that board of adjustment members not be county or town board members in order to maintain impartiality, avoid conflicts of interest, and not be influenced by constituents.
- Developers or real estate professionals may have frequent conflicts of interest due to financial interests in board of adjustment decisions, making them unable to vote on these applications.

Getting board of adjustment members up to speed

Handbooks

The UW-Extension Center for Land Use Education (CLUE) *Zoning Board Handbook* publication is available for \$25 or as a free download at: www.uwsp.edu/cnr-ap/clue/Pages/publications-resources/Zoning.aspx. This handbook is intended to assist board of adjustment members in understanding the role of the board of adjustment and the procedures and standards with which their decisions must comply.

Training

We offer regional board of adjustment workshops upon request to help new board of adjustment members get up to speed and to keep all members abreast of recent laws and court decisions. Workshop information is located on our website: www.uwsp.edu/cnr-ap/clue/Pages/workshops/workshopszb.aspx

Please contact me if you would like to host a workshop or have questions about zoning boards of adjustment.

Sincerely,



Lynn Markham

Land Use Specialist

UW-Extension Center for Land Use Education

lmarcham@uwsp.edu or 715.346.3879



Michelle Commings

From: Alene Kleczek Bolin
Sent: Wednesday, June 12, 2019 10:39 AM
To: Becky Evert; Michelle Commings
Subject: Fwd: Funding support for Lake Redstone dredging

Sent from my iPhone

Begin forwarded message:

From: Alene Kleczek Bolin <alene.bolin@saukcountywi.gov>
Date: June 6, 2019 at 11:56:50 AM CDT
To: Kerry Beghin <kerry.beghin@saukcountywi.gov>, Lisa Wilson <lisa.wilson@saukcountywi.gov>
Subject: Fwd: Funding support for Lake Redstone dredging

Begin forwarded message:

From: Lisa Cochrane <lisadianecochrane@gmail.com>
Date: June 6, 2019 at 9:27:00 AM CDT
To: alene.bolin@saukcountywi.gov
Cc: Cary <e2cary@mac.com>, MARILYN CATTERSON - LRPOA PRESIDENT <info@lakeredstonepoa.com>
Subject: Funding support for Lake Redstone dredging

Dear Ms. Bolin:

My husband Cary Cochrane and I are property owners on Lake Redstone and want to urge Sauk County to contribute to the cost of the dredging project as an investment in the future attraction and use of Lake Redstone, including the county park and boat launch. Lake Redstone has a significant amount of use from non-property owners all year long and the viability of the lake affects both Sauk County residents and visitors.

We cannot attend the budget meetings (starting this evening), but want to ensure our voices are heard that we believe Sauk County should provide financial support to the dredging project, especially in light of the economic benefits Lake Redstone property owners provide to the county and the state.

Thank you for your consideration.

Lisa and Cary Cochrane
E4617 Kingfisher Circle

La Valle, WI
cell phone: 847-226-0858

Michelle Commings

From: Alene Kleczek Bolin
Sent: Wednesday, June 12, 2019 10:55 AM
To: Becky Evert; Michelle Commings
Subject: Fwd: Lake Redstone Dredging Support

Sent from my iPhone

Begin forwarded message:

From: Alene Kleczek Bolin <alene.bolin@saukcountywi.gov>
Date: June 6, 2019 at 11:55:25 AM CDT
To: Kerry Beghin <kerry.beghin@saukcountywi.gov>, Lisa Wilson
<lisa.wilson@saukcountywi.gov>
Subject: Fwd: Lake Redstone Dredging Support

Begin forwarded message:

From: Travis Helms <firechef004@gmail.com>
Date: June 6, 2019 at 10:24:39 AM CDT
To: alene.bolin@saukcountywi.gov
Subject: Lake Redstone Dredging Support

Good morning Alene-

My name is Travis Helms and I have a home at S888 West Redstone, Lavallo. I am a full-time resident and I grew up on a farm a few short miles from Lake Redstone.

Growing up and being able to use Lake Redstone was a true honor and a privilege even though my family was not an owner of any lake property. I have owned property around beautiful Lake Redstone since the 90's on and off the water.

We have and always will take pride and responsibility to keep our lake clean and beautiful. As you know there are many, many folks that enjoy the lake year around that do not and may never own property in the LR protection district.

I am a strong believer that it is truly everyone's responsibility to help with the cost of the dredging and not just the property owners. Although there may be many that do not use the lake, I would equate it to not having children that attend our wonderful Reedsburg schools, however, a portion of my \$5,200.00 tax bills go to support the schools.

I ask as a resident that loves and truly enjoys Lake Redstone, that we collectively find a way to help spread the costs out or collaborate on a solution to help fund this project.

Respectfully,
Travis J. Helms



WISCONSIN LEGISLATIVE COUNCIL ACT MEMO

2017 Wisconsin Act 184
[2017 Assembly Bill 539]

**Supervised Release of
Sexually Violent Persons**

2017 Wisconsin Act 184 relates to supervised release of sexually violent persons (SVPs) and to representation of SVPs by the State Public Defender's (SPD) Office.

BACKGROUND

State law provides a civil commitment process under ch. 980, Stats., for sex offenders who meet certain criteria and have completed their criminal sentences. Offenders determined to be "sexually violent persons" after a court process are committed to a civil treatment facility for an indeterminate amount of time. SVPs may petition for supervised release from commitment, which a court may grant if the SVP meets specified statutory criteria.

If a court finds that an SVP meets the criteria for supervised release, the court chooses a county to prepare a report identifying prospective residential options for the SVP. This report may be prepared in cooperation with the Department of Health Services (DHS), which is the agency responsible for supervising an SVP on supervised release.

2017 WISCONSIN ACT 184

Act 184 makes changes related to placement of an SVP determined eligible for supervised release by a court. The changes concern the ability of a court to place an SVP outside his county of residence, how a court determines county of residence, the report of prospective housing prepared by a county, and what a court may order if it disapproves of DHS's supervised release plan for an SVP. The Act also requires the SPD to automatically appoint counsel for an SVP without making a determination of indigency, but allows the state to recoup its costs from an SVP who is able to pay.

This memo provides a brief description of the Act. For more detailed information, consult the text of the law and related legislative documents at the Legislature's Web site at: <http://www.legis.wisconsin.gov>.

Placement of SVP in Home County or Home Municipality

Act 184 eliminates the ability of a court to place an SVP outside his or her home county. A court must select a county to prepare a report identifying prospective residential options for an SVP after the court authorizes supervised release for that SVP. Under prior law, a court was required to select the SVP's county of residence unless the court had "good cause" to select another county. Prior law also prohibited a court from selecting a county in which there was a facility for SVPs committed to institutional care (Juneau County), unless that county was also the SVP's county of residence.

The Act eliminates the provision allowing a court to select a county other than an SVP's county of residence for "good cause," and the provision prohibiting selection of a county within which there is an SVP facility. Under Act 184, the court must order the SVP's county of residence to prepare a report identifying an appropriate residential option within that county. This means any residence for an SVP on supervised release must be within the SVP's county of residence.

If an SVP's county of residence has a population of 750,000 or more (Milwaukee County), then Act 184 requires that any residential option for the SVP identified by the county must also be in the SVP's city, village, or town of residence.

Determining County of Residence

Act 184 directs DHS to determine an SVP's county of residence according to where the SVP would have been a resident for Social Security disability insurance, if other factors are insufficient to make a determination. DHS must consider residence as the voluntary concurrence of physical presence with intent to remain in a place of fixed habitation and must consider physical presence as prima facie evidence of intent to remain. DHS applies these criteria to facts that existed on the date the SVP committed the sexually violent offenses that resulted in the sentence, placement, or commitment in effect when a petition was filed to civilly commit the SVP under ch. 980, Stats.

Act 184 maintains the same criteria for DHS to consider in determining an SVP's county of residence, but dictates how DHS must determine the county of residence if the criteria are inadequate. Specifically, if initial considerations are insufficient to determine the county of residence, DHS must find that the county of residence is the county in which, on the date that the SVP committed the sexually violent offenses, the SVP would have been a resident for the purposes of Social Security disability insurance eligibility.

County Report Identifying SVP Housing

An SVP's county of residence must prepare a report identifying an appropriate residential option for the SVP. Act 184 imposes requirements relating to preparation of the county report and the deadline for submission of the report to DHS.

County Committee

Act 184 requires an SVP's county of residence to form a temporary committee for identifying prospective housing for the SVP in that county. The committee must consist of the following: (1) the county human services department; (2) a DHS representative; (3) a local

probation or parole officer; (4) the county corporation counsel or his or her designee; and (5) a representative of the county that is responsible for land use planning or the county department that is responsible for land information.

County Report Requirements

Act 184 requires that a county's report must demonstrate that the county contacted the landlord for a residential option identified for an SVP, and that the landlord committed to enter into a lease. The Act further requires that if a law enforcement agency submits a report to the county providing information relating to the identified residence, then the county must include that law enforcement report when submitting the county's report to DHS.

Report Deadline and Penalties

The Act extends the time period for a county to submit its report to DHS from 60 days to 120 days. However, the Act includes a grace period for counties during the first year that Act 184 is effective. Beginning on March 30, 2018, and ending on April 1, 2019, a county must submit its report to DHS within 180 days, rather than 120 days.

Act 184 imposes penalties on a county that fails to submit a report within the specified time period. Under the Act, a county that must submit a report identifying a residential option for the SVP, but fails to do so by the deadline, violates the SVP's patient rights under s. 51.61, Stats. The county may then be subject to statutory penalties for each day the county fails to submit the report after the 120 days have expired.

An SVP may receive costs and reasonable actual attorney fees from a county that fails to submit a report to DHS within 120 days, but may not directly receive any damages. Instead, any damages recovered by the SVP are given to the state and deposited into an appropriation for DHS to use to fund payments of costs associated with housing SVPs on supervised release.

DHS Supervised Release Plan

DHS must prepare a supervised release plan for an SVP identifying a proposed residence and addressing the SVP's need for supervision, counseling, medication, community support services, residential services, vocational services, and alcohol and other drug abuse treatment. DHS must submit this supervised release plan to the court.

Act 184 requires that the DHS supervised release plan must identify the residential option for the SVP that the county proposed in its report. This eliminates any discretion for DHS to propose alternative housing.

Under the Act, DHS must determine the identity and location of known and registered victims of the SVP within 30 days after the court orders the county to prepare its report. DHS must identify victims and their locations by searching its victim database and consulting with the Office of Victim Services in the Department of Corrections, the Department of Justice, and the relevant County Coordinators of Victims and Witness Services. The Act further provides that a county may consult with DHS when preparing its report, and requires DHS to respond to the county within 10 days.

Act 184 requires DHS to submit its plan to the court within 30 days after receiving the county's report. Because the county has 120 days to submit its report, this means DHS must submit its plan within 150 days after the court's order, unlike the 90-day deadline under prior law. The Act permits the court to grant only one extension of up to 30 days for good cause, unlike the unlimited extensions allowed under prior law.

Finally, the Act deletes a prior law provision prohibiting DHS from placing an SVP in a facility that did not exist before January 1, 2006.

Court Approval of Supervised Release Plan

Act 184 imposes additional requirements on a county or DHS if a court determines that the SVP's supervised release plan is inadequate. In reviewing and approving a DHS supervised release plan, a court must consider whether the plan adequately meets the safety needs of the community or the treatment needs of the SVP. If the plan does not adequately meet these needs, then the court determines that supervised release is not appropriate or directs DHS to prepare another supervised release plan.

Under the Act, if a court finds that a supervised release plan is inadequate due to the residential option proposed by a county, then the court must order the county to identify and arrange to lease another residential option and prepare a new report. If the court finds a plan inadequate due to the treatment options, then the court must order DHS to prepare another supervised release plan.

State Public Defender Representation of SVPs

Act 184 requires the SPD to appoint counsel for a person subject to a petition for civil commitment as an SVP, or an SVP who petitions for supervised release or discharge from commitment, without first determining whether the SVP is indigent. However, the state may later recoup its costs from an SVP who can afford to pay. The Act makes the following specific changes with regard to a person's right to representation by counsel under ch. 980, Stats.:

- Requires a court to refer a person who has a right to be represented by counsel to the SPD as soon as practicable.
- Requires the SPD to accept referrals and appoint counsel for an SVP without a determination of indigency.
- Allows a court to inquire into a person's ability to reimburse the state for the costs of representation by the SPD at or after the conclusion of a proceeding.
- Allows a court to order a person to reimburse the state for the costs of the representation if the person is able to make reimbursement for all or part of the costs.
- Upon the court's request, requires the SPD to conduct a determination of indigency and report the results to the court.
- Requires reimbursement ordered to be made to the clerk of courts in the county where the proceedings took place (25% of the payment must be allocated to the county and the remaining 75% must be allocated to the state).

- Requires the clerk of courts for each county to report annually to the SPD the total amount of reimbursements ordered and the total amount of reimbursements paid.
- Requires the SPD to update its administrative rules regarding eligibility for representation and reimbursement for legal services provided.

Effective date: March 30, 2018. Changes to supervised release first apply to petitions pending under s. 980.08, Stats., *Supervised release*, on March 30, 2018.

Prepared by: Katie Bender-Olson, Senior Staff Attorney

April 30, 2018

KBO:mcm;jal

RESOLUTION 64 - 2019
RESCINDING OF RESOLUTION # 16-2019 AND
AUTHORIZING THE AGING AND DISABILITY RESOURCE CENTER TO
PURCHASE A 2018 15-PASSENGER VAN

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 currently has 3 buses, one that has reached the end of its usable life for the department. The ADRC's 2010 passenger bus currently has 137,249 miles (last trip 05/25/2019), and requires high volume of repairs.

The buses are used to transport clients to medical appointments, to take on day excursions and on weekly shopping trips.

As Sauk County's population ages, the need for these transportation services increase. It is critical that the ADRC has dependable, safe buses to use. We are seeing an increase of wheelchair transportation needs.

The ADRC would like to purchase a new 2018 15-passenger van. The ADRC sent out requests to five providers for bids; only one was returned. Our mission is to provide transportation for citizens over age of 60 and those who are disabled we wanted to change the seating arrangement, so we can eliminate social isolation by getting individuals into the community with these trips and at the same time not segregate on our buses. Unfortunately, some of the manufacturers don't want to accommodate our requirements.

In late March the ADRC was informed that the bus to be used as a \$5,000 trade in could not be traded if it was purchased with 53.10 funds. The only way to remove a bus from inventory purchased with 53.10 funds is to sell it on public auction, or for scrap metal. This raised the bus price to \$76,995. No additional levy funds will be used to purchase this bus. The ADRC Department of Transportation has granted permission to use \$20,200.21 from the ADRC DOT Trust fund to go toward the purchase of this bus. The remaining \$56,794.79 of the ADRC fund balance (\$70,000 was budgeted for 2018) will be used to purchase this bus.

Fiscal Impact: ☐ None ☒ Budgeted ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the ADRC is authorized to purchase a new 2018 Starcraft Paratransit bus from Carpenter Bus Sales, Franklin Tennessee to the total price, including trade in and delivery, of \$76,995.

For consideration by the Sauk County Board of Supervisors on June 18, 2019. Respectfully submitted,

SAUK COUNTY
ADRC COMMITTEE

Chuck Spencer, Chair

Craig Braunschweig

Chuck Whitsell

Valerie McAuliffe

Ross Curry

FICAL NOTE: The ADRC Department of Transportation Trust fund of \$20,200.21, and \$56,794.79 of the ADRC fund balance will be used to purchase this bus.

MIS NOTE: No MIS impact.

KPB

**AUTHORIZING THE AGING AND DISABILITY RESOURCE CENTER TO
PURCHASE A 2019 DODGE GRAND CARAVAN SE FROM KAYSER CHRYSLER
CENTER IN SAUK CITY, WI AND AMENDING THE 2019 BUDGET**

Background: The Aging and Disability Resource Center (ADRC) provides meals to the elderly and disabled throughout the county. Currently the ADRC has approximately 70 individuals on its frozen meal routes, delivering on average 350-400 meals each week.

The ADRC has been using a 2008 Chevy Uplander to deliver the meals. In April, the ADRC was notified by GT Mobility that the vehicle was no longer road worthy due to the rotting out of the frame rails, engine cradle and framework holding the driver's seat. Since then, the ADRC has been renting a U-Haul cargo van weekly to deliver meals.

The ADRC has \$13,205.21 remaining in its 2019 fund balance amount budgeted for a new bus. Additionally the ADRC received \$10,000 in 2019 for work done on the Nursing Home Relocation Grant in 2018. The NHRG funding was unexpected.

The ADRC received Bids for a Dodge Grand Caravan SE with Stow and Go Seating. This van will deliver meals and also allow ADRC staff to utilize it for home visits and meetings, rather than using their own vehicle.

The lowest Bid the ADRC received was for \$22,585 from Kayser Chrysler Center in Sauk City. The ADRC will not need to utilize any additional levy funding to purchase this van.

Fiscal Impact: ☐ None ☐ Budgeted ☒ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the ADRC is authorized to purchase a new 2019 Dodge Grand Caravan SE from Kayser Chrysler Center for the cost of \$22,585; and,

BE IT FURTHER RESOLVED, that the ADRC 2019 budget be amended to appropriate \$12,585 of ADRC fund balance and \$10,000 of grant funds.

For consideration by the Sauk County Board of Supervisors on June 18, 2019.

Respectfully submitted,

ADRC & VETERANS SERVICE OFFICE COMMITTEE

FINANCE COMMITTEE

Chuck Spencer, Chair

John Dietz, Chair

Chuck Whitsell

Tom Kriegel

Craig Braunschweig

Kristin White Eagle

Valerie McAuliffe

Kevin Lins

Ross Curry

John (Tony) DeGiovanni

FICAL NOTE: ADRC fund balance of \$12,585 and Nursing Home Relocation funding of \$10,000 is available.

Bids: Kayser Chrysler Motors \$22,585 and BMG Motor Group \$28,984

KPB

MIS NOTE: No MIS impact.

RESOLUTION 16 - 19

RESOLUTION TO ADOPT A NEW SAUK COUNTY LOGO

Background: In December 1981, the Sauk County Board of Supervisors adopted the County's first official logo. There is a lack of uniformity throughout the County on the use of the logo. In December 2017, the Economic Development Committee initiated a public contest to update the Sauk County logo which included a \$500 cash prize for the winning design. This contest was supported by the recommendations outlined in the recently approved *Making Sauk: A Place Plan*. Selection criteria included; relevance, originality, aesthetic quality and applicable. Applications were due on February 1, 2018 and reviewed by a logo committee. In all, thirty-three designs were submitted however, no winner was chosen. In May of 2018, the county reached out to local graphic designers to see what interest existed to continue this process. BirdDog Graphics from Prairie du Sac was selected and has created six different designs for consideration. After reviewing these designs through the Economic Development committee, the top two were chosen. These new designs, in addition to the current logo, will be voted on by the County Board and will become the official logo of Sauk County.

Fiscal Impact: ☐ No Impact ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, hereby adopts the design with the most votes as the official Sauk County logo in accordance with this resolution.

For consideration by the Sauk County Board of Supervisors on June 18, 2019.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

Peter Vedro, Chairman

Marty Krueger

Bryant Hazard

Scott Von Asten

Wally Czuprynko

Bob Newport

Kevin Lins

Fiscal Note: There will be a fiscal impact of \$500 for the design of the new logo if adopted.

MIS Note: No MIS impact.

KCB

RESOLUTION NO. 67 - 2019

AUTHORIZING THE PURCHASE OF A REPLACEMENT ELECTRONIC COUNTY
BOARD VOTING SYSTEM

Background: The Sauk County Board utilizes an electronic voting system to record votes taken at meetings conducted in the County Board Chamber. The current Auditel system, installed in 2003, is beyond its serviceable life and in need of replacement.

To facilitate the replacement of this system, Sauk County developed and published a Request for Proposal (RFP). In response to the RFP, proposals were received from three qualified vendors: AVI Systems, Roll Call Pro and Granicus. The MIS Director, in cooperation with the Building Services Director and the Administrative Coordinator, reviewed the proposals and analyzed compliance with the requirements set forth in the RFP.

Following this initial review, all three vendors were invited to provide live demonstrations of their respective systems. The demonstrations were held on May 14 and all interested County Board Supervisors were invited to attend. Two vendors, AVI and Roll Call Pro, were present and provided in person, live demonstrations while Granicus provided a remote demo. Those in attendance were asked to complete score sheets to be collected at the end of the demonstrations for further evaluation.

Each proposal was evaluated for compliance with the published specifications and the functional demonstrations. The proposals were also ranked according to the evaluation criteria published in the RFP. See the attached report for this information.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the purchase of a replacement voting and audio/video control system for \$65,168 from *Roll Call Pro/Lifeline* be and is hereby approved by the County of Sauk; and,

BE IT FURTHER RESOLVED, that the Management Information Systems Director is hereby delegated the authority to sign any contracts related to the purchase and installation of said system on behalf of Sauk County; and,

BE IT FURTHER RESOLVED, that the Management Information Systems Director is hereby delegated the authority to execute change orders, not to exceed a total of \$10,000, for this project.

For consideration by the Sauk County Board of Supervisors on June 18, 2019

Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE:

PETER VEDRO , CHAIR

WILLIAM HAMBRECHT, VICE CHAIR

DAVID REIK

WALLY CZUPRYNKO

THOMAS KRIEGL

Fiscal Note: \$75,957 in funding is available for this project through carryforward funds from the 2018 MIS budget.

WAB
MIS Note: The upgrade of this system will integrate into the County Board Chamber audio system upgrade to be conducted by Building Services.

MIS System Proposal Evaluation Summary

<u>Project:</u>	County Board Voting System	<u>Author:</u>	Steve Pate
<u>Budget:</u>	\$106,000*	<u>Date:</u>	5/28/19
<u>Stakeholders:</u>	County Board, Board Chair, County Clerk's Office		

*Budget includes: \$76,000 in MIS funding and \$30,000 from Building Services budget

This document is intended to serve as a summary of the information collected by MIS during the proposal evaluation process. It is not to be construed as a recommendation or endorsement of any particular system or vendor. The ranking information in the last section is based upon the evaluation criteria published in the RFP and is not binding upon Sauk County.

Project Summary

The goal of this project is to procure and implement a fully integrated voting, audio and video system, to replace the current voting system in the county board chamber. Requirements for the new system include the following capabilities: control of individual microphones, management of requests to speak, tracking for who has spoken, capture of votes and support for the required audio/visual outputs for the recording or live streaming of board proceedings. The implementation of this system will be performed in conjunction with the replacement of the existing room audio system by Building Services.

For the purpose of this project, Sauk County developed a Request for Proposal (RFP) in order to obtain proposals from qualified vendors. Three proposals were received and evaluated. Each of the proposed systems provides somewhat different functionality and, for this reason, will require different levels of functionality from the new board room audio system to be installed, in order to obtain the desired functionality from the selected system. Anticipating this, the upgrade of the audio system has been postponed until the new voting system is selected.

Functional Evaluation

The functional review of the proposals involved determining the degree of functionality provided, based upon the specifications put forth in the RFP. This was accomplished by comparing the specifications in the proposals with the RFP and viewing live system demos.

To determine compliance with functional specifications, each system was scored based on the number of written specs it supported. Each system was given one point for each specification from the RFP that the proposed system met, per the vendor's written proposal. The results of this evaluation process are as follows.

MIS Proposal Evaluation Summary

County Board Voting System

5/28/19

Written Specification Functional Scores			
Functional Area	System Vendor		
	AVI	Roll Call Pro/ Lifeline	Granicus
Electronic Voting	6	6	4
Request to Speak Microphone Control	7	7	4
Video Support Control	4	4	1
Optional Features	2	6	3
Overall Score (of 24 possible)*	19	23	12

**It should be noted that of the 24 written specifications, 17 were considered to be required specifications and 7 were considered optional. Both Roll Call Pro / Lifeline and AVI met all 17 of the required specifications.*

To evaluate the usability, and better assess the actual functionality and specification compliance of the systems, each system vendor provided a live demonstration of the proposed system to a group of County Board Supervisors and staff. Each in attendance were asked to score each demo based upon their impression of the system by filling out a score sheet. The scores were divided into three functional categories for each system, with each functional area evaluated for ease of use, functionality and flexibility. These scores were combined and averaged for each system, and are summarized in the table below.

Demo Scores			
Functions	System Vendor		
	AVI	Roll Call Pro/ Lifeline	Granicus
Electronic Voting	4.2	4.9	2.7
Request to Speak Microphone Control	4.0	4.9	2.9
Video Support Control	4.4	4.8	NA
Overall	4.2	4.8	2.8

MIS Proposal Evaluation Summary

County Board Voting System

5/28/19

Cost Proposal Evaluation

The system cost evaluation must consider not only the vendor's cost proposal, but also the costs for audio system features required to ensure the desired functionality, once installed, as well as any additional hardware required. The table below summarizes the purchase price for each system as proposed, and the corresponding cost estimate for the audio system components and other hardware necessary to achieve the desired functionality.

Complete System Costs (System + A/V Requirements)				
Vendor / System	Cost as Proposed	Estimated A/V System Costs	Additional Hardware	Total Cost
Roll Call Pro / Lifeline	65,168	16,208	10,000*	91,376
AVI w/o optional cameras	172,533	33,476	None	206,009
AVI w/ optional cameras	184,670	16,208	None	200,878
Granicus	7,375	86,175	None	93,550

* Roll Call Pro requires the purchase of additional wireless mobile devices to be used as voting stations.

Annual Support Costs and Total Cost of Ownership (TCO)

The RFP requested that each vendor provide an annual support and maintenance quote. This amount is to be fixed for five years. The support quotes are listed in the table below. One vendor proposed a discount for up front payment, this is also reflected in the table below.

System Support Costs			
Vendor	Annual cost	Total cost / 5 yrs	5 yr cost prepaid.
AVI	17,535	87,675	NA
Roll Call	6,011	30,055	24,055
Granicus	3,875	19,375	NA

Using the amounts in the tables above, a five year total cost of ownership (TCO) has been calculated for each system. This is shown in the table below. These figures include the upfront

MIS Proposal Evaluation Summary

County Board Voting System

5/28/19

system costs, five years of support (paid annually) and the estimated cost of the A/V system components and other hardware required to achieve the desired functionality.

Five Year TCO					
System	Purchase Cost	A/V Costs	Additional Hardware	Annual Support	5 yr TCO
AVI w/o opt cameras	172,533	33,476	N/A	17,535	293,684
Roll Call Pro/ Lifeline	65,168	16,208	10,000	6,011	115,376
Granicus	7,375	86,175	N/A	3,875	112,925

System Proposal Ranking

In accordance with the parameters set forth in the RFP, system selection is to be made based primarily upon compliance with the specifications. Utilizing the overall functional compliance and demo scores from above, a ranking of system functionality, based on specification compliance, was developed for each of the proposals. This is shown in the table below, along with the corresponding five year TCO.

System Specification Compliance Ranking				
Rank	System Vendor	Functional Score	Demo Score	5 Year TCO
1	Roll Call Pro / Lifeline	23	4.8	\$115,376
2	AVI	19	4.2	\$293,684
3	Granicus	12	2.8	\$112,925

Additional considerations set forth in the RFP for system selection are: cost, continuing vendor support, and vendor reputation and past performance. The RFP also reserves the County's ability to establish alternate evaluation criteria, deemed to be in its best interest. The evaluation and award sections from the RFP document read as follows:

After determining that a proposal satisfies the mandatory requirements stated in this Request for Proposal, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made using subjective judgment. The award of a contract resulting from this Request for Proposal shall be based on the proposal Sauk County deems to be the best proposal received in accordance with the evaluation criteria stated below:

MIS Proposal Evaluation Summary

County Board Voting System

5/28/19

- Cost 15%
- System Compliance with Specifications 50%
- Continuing Vendor Support 20%
- Vendor Reputation and Past Performance 15%

Sauk County will award to the Contractor who submits a proposal that is determined to be most advantageous to the County. In determining the most advantageous proposal, Sauk County reserves the right to consider criteria such as, but not limited to, quality of workmanship, design features, compatibility with existing technology, standardization, past experience, delivery schedule, installation schedule, vendors past performance with the County and/or service reputation and service capability. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Additional information and copies of the proposals are available from the MIS Department upon request.

RESOLUTION NO. 68 - 2019

AUTHORIZING THE PURCHASE OF A REDUNDANT DATA STORAGE UNIT

***Background:** Sauk County's information system utilizes a centralized network storage unit for system file storage. For system storage redundancy, a second device is to be deployed at the Law Enforcement Center, as part of the implementation of a backup data center,*

The funds for the purchase of this device were included in the MIS 2019 Capital Improvement Plan (CIP). The plan, as approved by the CIP Committee, designates an amount of \$44,763 in 2019 for this purchase. This amount was subsequently appropriated in the 2019 MIS budget.

Purchase of this storage unit is key in the implementation of system redundancy, safeguarding critical data and providing improved system dependability.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the following quote be and hereby is accepted by the County of Sauk;

Heartland Business Systems:

Dell Unity Storage System: \$ 34,844,74

and,

BE IT FURTHER RESOLVED, that the Management Information Systems Director is hereby delegated the authority to sign any contracts related to the purchase and installation of said equipment on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on June 18, 2019

Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE:

PETER VEDRO, Chair

WILLIAM HAMBRECHT, Vice Chair

WALLY CZUPRYNKO

DAVID REIK

THOMAS KRIEGL

Fiscal Note: The 2019 MIS Budget provides the necessary funding for this project. *WAB*

MIS Note: The price quote above includes installation services and three years of maintenance and support.



**PEOPLE
WHO
GET IT™**

EMC Unity Proposal



Prepared For: Sauk County

Customer #:

Attention:

Project: Dell EMC Unity 300

Date: 2/1/2019

Submitted By: Zach Ferdinand

Inside Solution Architect

Phone: 608-298-1571

E-Mail: zachfer@cdwg.com

Quote #: 6002659787 V01

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware	1	SYSTEM	UNITY 300	\$0.00	\$0.00
	1	D3SP-S4X600-10K	UNITY SYSPACK 4X600GB 10K SAS 25X2.5	\$1,710.82	\$1,710.82
	1	D31D24AF25	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK	\$6,441.72	\$6,441.72
	1	D31DEMCKK25KIT	UNITY 25 DRIVE DPE FLD INSTALL KIT	\$0.00	\$0.00
	20	D3-2S10-1800	UNITY 1.8TB 10K SAS 25X2.5 DRIVE	\$861.96	\$17,239.20
	1	D3SFP8F	UNITY 4X8GB SFP FC CONNECTION	\$0.00	\$0.00
	1	D3SL16F	UNITY 2X4 PORT 16G FC IO	\$2,305.05	\$2,305.05
Hardware Total:					\$27,696.79
Software	1	458-001-839	UNITY 300 BASE SOFTWARE+ D@RE=IC	\$0.00	\$0.00
	1	458-002-287	STORAGE M&R FOR UNITY=IC	\$0.00	\$0.00
	1	456-113-338	STORAGE M&R FOR UNITY LIC=IC	\$0.00	\$0.00
	1	458-001-425	APPSYNC BASIC FOR UNITY 300 =IC	\$0.00	\$0.00
	1	456-109-802	APPSYNC BASIC FOR UNITY 300 =IC	\$0.00	\$0.00
	1	458-001-374	RP BASIC FOR UNITY 300/300F/350F =IC	\$0.00	\$0.00
Software Total:					\$0.00
Support	1	M-PSP-HWE-004	PROSUPPORT PLUS HARDWARE SUPPORT (36 mos.)	\$11,632.74	\$11,632.74
	1	M-PSP-SWE-004	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
	1	M-PSP-SWE-005	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
	1	M-PSP-SWE-004	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
	1	M-PSP-SWE-004	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
Support Total:					\$11,632.74
				Extended Sell	
Solution Total:					\$39,329.53

Pricing expires 30 calendar days from date on Proposal

Prepared By: Zach Ferdinand (Inside Solution Architect)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdw.com/content/cdw/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.

EMC SAN Solution
Quote #067794 v3

Prepared For:
Sauk County
 Blake Volk
 510 Broadway, Room C103
 Baraboo, WI 53913

Prepared By:
Heartland Business Systems
 Chad Stanek
 1700 Stephen Street
 Little Chute, WI 54140

Date Issued:
05.17.2019
 Expires:
06.16.2019

P: (608) 355-3564
 E: blake.volk@saukcountywi.gov

P: (920) 687-4660
 E: cstanek@hbs.net

EMC Unity 300		Price	Qty	Ext. Price
	Unity 300			
D3-2S10-1800	UNITY 1.8TB 10K SAS 25X2.5 DRIVE	\$601.32	15	\$9,019.80
D3SP-S6X1800-10K	UNITY SYSPACK 6X1.8TB 10K SAS 25X2.5	\$3,607.92	1	\$3,607.92
D3FC-2S12FX-400	UNITY 400GB FAST CACHE 25X2.5 DRIVE	\$972.59	4	\$3,890.36
D31D24AF25	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK	\$4,493.93	1	\$4,493.93
D31DEMCKK25 KIT	UNITY 25 DRIVE DPE FLD INSTALL KIT	\$0.00	1	\$0.00
D3SFP8F	UNITY 4X8GB SFP FC CONNECTION	\$0.00	1	\$0.00
D3SL16F	UNITY 2X4 PORT 16G FC IO	\$1,608.08	1	\$1,608.08
M-PSM-HWE-004	PROSUPPORT W/MISSION CRITICAL-HARDWARE 36 months	\$8,143.40	1	\$8,143.40
	Software			
458-002-523	UNITY HFA BASE SOFTWARE+ D@RE=IC	\$0.00	1	\$0.00
M-PSM-SWE-004	PROSUPPORT W/MISSION CRITICAL-SOFTWARE 36 months	\$0.00	1	\$0.00
	SRM			
458-002-287	STORAGE M&R FOR UNITY=IC	\$0.00	1	\$0.00
456-113-338	STORAGE M&R FOR UNITY LIC=IC	\$0.00	1	\$0.00
M-PSM-SWE-005	PROSUPPORT W/MISSION CRITICAL-SOFTWARE 36 months	\$0.00	1	\$0.00
	Appsync			
458-001-425	APPSYNC BASIC FOR UNITY 300 =IC	\$0.00	1	\$0.00
456-109-802	APPSYNC BASIC FOR UNITY 300 =IC	\$0.00	1	\$0.00
M-PSM-SWE-004	PROSUPPORT W/MISSION CRITICAL-SOFTWARE 36 months	\$0.00	1	\$0.00
	Recoverpoint			
458-001-374	RP BASIC FOR UNITY 300/300F/350F =IC	\$0.00	1	\$0.00

EMC Unity 300		Price	Qty	Ext. Price
M-PSM-SWE-004	PROSUPPORT W/MISSION CRITICAL-SOFTWARE 36 months Labor	\$0.00	1	\$0.00
HBS-FF-LABOR	Engineering/Consulting Labor Unity Installation	\$4,081.25	1	\$4,081.25
		Subtotal		\$34,844.74

Quote Summary		Amount
EMC Unity 300		\$34,844.74
Total:		\$34,844.74

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges will be calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland unless otherwise noted. Installation by Heartland is available at our regular hourly rates, or at the reduced rate of a prepaid HBSFlex Agreement. This configuration is presented for your convenience only. Heartland will not be responsible for typographical or other errors or omissions regarding prices or other information. Prices and configurations are subject to change without notice. A 15% restocking fee will be charged on any returned part. The customer shall also be required to pay all costs of shipping the product to Heartland and/or the vendor. A \$25.00 processing fee will also be charged. No returns will be accepted by Heartland without prior written approval. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have the express authority to execute this agreement and legally bind your organization to the above proposal and terms and all attached documents. The customer agrees that each and every purchase that the customer makes from Heartland is governed by Heartland's Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed Heartland's ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2018.v2.2

Acceptance

Heartland Business Systems

Sauk County

Chad Stanek

Chad Stanek

Signature / Name

05/17/2019

Date

Signature / Name

Initials

Date

HTG Standard Terms & Conditions**STANDARD TERMS AND CONDITIONS**

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer (Buyer) who purchases products and/or services from Heartland.

- 1) **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
- 2) **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3) **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 4) **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
- 5) **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- 6) **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement. Any existing Service Blocks shall automatically expire on June 30, 2019.
 - A) **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 - B) **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 - 1) When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 - 2) Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
 - C) **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
- 7) **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
- 8) **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
- 9) **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
- 10) **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- 11) **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
- 12) **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
- 13) **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- 14) **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.

15) **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.

16) **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.

17) **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.

18) **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.

19) **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.

20) **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

21) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

22) **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.

23) **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

STC.2018.v2.0



**PEOPLE
WHO
GET IT™**

EMC Unity Proposal



Prepared For: Sauk County

Customer #:

Attention:

Project: Dell EMC Unity 300

Date: 2/1/2019

Submitted By: Zach Ferdinand

Inside Solution Architect

Phone: 608-298-1571

E-Mail: zachfer@cdwg.com

Quote #: 6002659787 V01

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware	1	SYSTEM	UNITY 300	\$0.00	\$0.00
	1	D3SP-S4X600-10K	UNITY SYSPACK 4X600GB 10K SAS 25X2.5	\$1,710.82	\$1,710.82
	1	D31D24AF25	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK	\$6,441.72	\$6,441.72
	1	D31DEMCK25KIT	UNITY 25 DRIVE DPE FLD INSTALL KIT	\$0.00	\$0.00
	20	D3-2S10-1800	UNITY 1.8TB 10K SAS 25X2.5 DRIVE	\$861.96	\$17,239.20
	1	D3SFP8F	UNITY 4X8GB SFP FC CONNECTION	\$0.00	\$0.00
	1	D3SL16F	UNITY 2X4 PORT 16G FC IO	\$2,305.05	\$2,305.05
Hardware Total:					\$27,696.79
Software	1	458-001-839	UNITY 300 BASE SOFTWARE+ D@RE=IC	\$0.00	\$0.00
	1	458-002-287	STORAGE M&R FOR UNITY=IC	\$0.00	\$0.00
	1	456-113-338	STORAGE M&R FOR UNITY LIC=IC	\$0.00	\$0.00
	1	458-001-425	APPSYNC BASIC FOR UNITY 300 =IC	\$0.00	\$0.00
	1	456-109-802	APPSYNC BASIC FOR UNITY 300 =IC	\$0.00	\$0.00
	1	458-001-374	RP BASIC FOR UNITY 300/300F/350F =IC	\$0.00	\$0.00
Software Total:					\$0.00
Support	1	M-PSP-HWE-004	PROSUPPORT PLUS HARDWARE SUPPORT (36 mos.)	\$11,632.74	\$11,632.74
	1	M-PSP-SWE-004	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
	1	M-PSP-SWE-005	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
	1	M-PSP-SWE-004	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
	1	M-PSP-SWE-004	PROSUPPORT PLUS SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
Support Total:					\$11,632.74
				Extended Sell	
Solution Total:					\$39,329.53

Pricing expires 30 calendar days from date on Proposal

Prepared By: Zach Ferdinand (Inside Solution Architect)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdw.com/content/cdw/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.

RESOLUTION NO. 69 - 2019

INCREASING COUNTY BOARD AND COMMITTEE MEMBER PER DIEM

Background: Rule V.A. Compensation of the Rules of the Board set forth the per diem rate of \$60.00 for a meeting of the full County Board of Supervisors and \$50.00 for committee meetings. This was established by action of the County Board in September of 2005 (Resolution 120-05). The per diem rates were changed from \$60.00 (Board meetings) and \$50.00 (committee meetings) to \$90.00 and \$75.00 respectively on April 29, 2019. These changes are not effective until the beginning of the 2020-2022 supervisor term of office.

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

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby increases the County Board per diem rate to ninety dollars (\$90.00) for a day of service involving a meeting of the full County Board of Supervisors, and seventy-five dollars (\$75.00) for each other day of authorized service effective with the April, 2020 organizational meeting of the Sauk County Board of Supervisors.

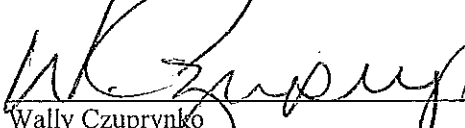
For consideration by the Sauk County Board of Supervisors on June 18, 2019.

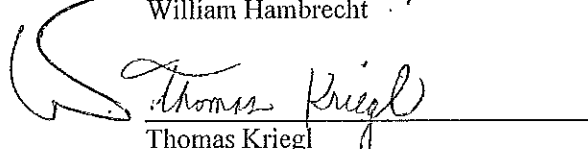
Respectfully submitted,

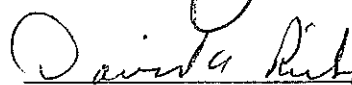
SAUK COUNTY EXECUTIVE & LEGISLATIVE COMMITTEE


Peter Vedro, Chair



William Hambrecht

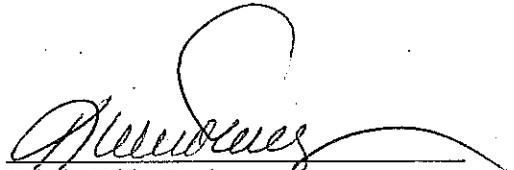

Wally Czuprynko

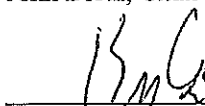

Thomas Kriegl

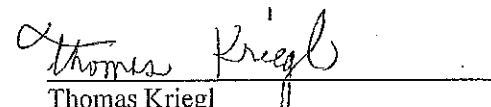

David Riek


SAUK COUNTY FINANCE COMMITTEE


John Dietz, Chair


Kristin White Eagle


Kevin Lins


Thomas Kriegl


John (Tony) DeGiovanni

KPB

Fiscal Note: Based on the number of meetings in 2018, the annual increased cost would be:

		Per Diem	Benefits	Total
County Board meetings	\$60.00 to \$90.00	10,470	807	11,277
Committee meetings	\$50.00 to \$75.00	37,050	2,857	39,907
		47,520	3,664	51,184

Information System Note: No fiscal impact.

RESOLUTION NO. 70 - 2019

**AUTHORIZING FUNDING OF FEASIBILITY STUDY FOR MULTIUSE
RECREATIONAL BRIDGE CONNECTING THE GREAT SAUK STATE TRAIL WITH
THE PROPOSED WALKING IRON TRAIL IN DANE COUNTY**

Background: The Prairie du Sac/Sauk City and Badger Units of the Great Sauk State Trail have been substantially completed and one of the next steps is building a multiuse recreational bridge over the Wisconsin River to connect the Great Sauk State Trail with the proposed Walking Iron Trail in Dane County. Sauk County and Dane County wish to enter into an agreement to begin development of the bridge. The initial phase of development will consist of a feasibility study, which will include project plans, projected costs, and preliminary design. Dane County and Sauk County propose to each contribute up to \$40,000 for this initial phase of development. The Sauk County Board of Supervisors originally appropriated and designated \$520,000.00 toward construction of the Great Sauk State Trail, with the remaining balance of \$389,513.00 carried forward by Resolution 34-2019. This resolution authorizes the Great Sauk Trail Commission to solicit, contract and spend money for a feasibility study of a multiuse recreational bridge connecting the Great Sauk State Trail with the proposed Walking Iron Trail in Dane County.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

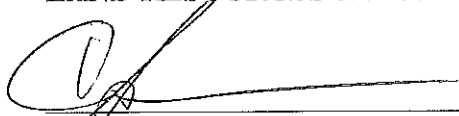
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in special session, that a feasibility study of the development, design and construction of a multiuse recreational bridge connecting the Great Sauk State Trail with the proposed Walking Iron Trail in Dane County is warranted; and,

BE IT FURTHER RESOLVED, that the Great Sauk Trail Commission is authorized to solicit proposals, contract and spend up to \$40,000.00 from existing Great Sauk State Trail funds for a feasibility study of a multiuse recreational bridge connecting the Great Sauk State Trail with the proposed Walking Iron Trail in Dane County.

For consideration by the Sauk County Board of Supervisors on June 18, 2019.

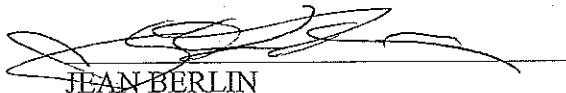
Respectfully submitted,

LAND RESOURCES & ENVIRONMENT COMMITTEE



CHUCK SPENCER, Chair

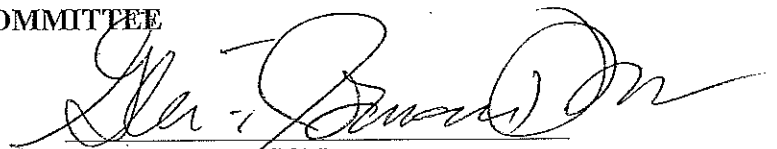
BOB NEWPORT



JEAN BERLIN



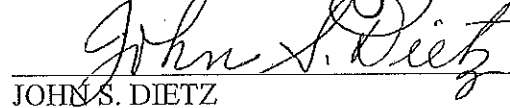
CHUCK WHITSELL



GLEN T. JOHNSON



MARTY KRUEGER



JOHN S. DIETZ

RANDALL PUTTKAMER

Fiscal Note: Sauk County originally appropriated \$520,000.00 toward construction of the Great Sauk State Trail. The remaining balance of \$389,513.00 was carried forward to the 2019 budget by Resolution 34-2019. KPB

Information System Note: No Information System impact ⁴⁰

ORDINANCE NO. 8 - 2019

AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING) OF LANDS IN
THE TOWN OF DELLONA FROM AGRICULTURE TO A COMMERCIAL DISTRICT
FILED UPON KENNETH KOZLOWSKI, PROPERTY OWNER

Background: Kenneth Kozlowski owns property in the SE ¼, NW ¼, Section 21, T13N, R5E Town of Dellona, and have requested a map amendment (rezoning) of property legally described pursuant to petition 08-2019 from Agriculture to Commercial zoning. The intent of the map amendment (rezoning) being to allow for mini-warehousing. This use would require subsequent approval of a conditional use permit.

Pursuant to Wis. Stat §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Conservation, Planning, and Zoning (CPZ) Committee on May 28, 2019; the CPZ Committee made findings pursuant to Sauk County Code of Ordinance s. 7.150(9) and recommended approval of the map amendment (rezoning).

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted


The County Board of Supervisors of the County of Sauk does hereby ordain as follows:

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the map amendment (rezoning) of the aforementioned lands, more specifically described in petition 08-2019, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be approved.


For consideration by the Sauk County Board of Supervisors on June 18, 2019.

Respectfully submitted,

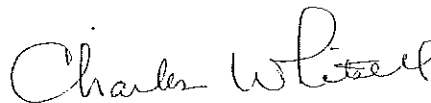
LAND RESOURCES & ENVIRONMENT COMMITTEE:


CHUCK SPENCER, CHAIR

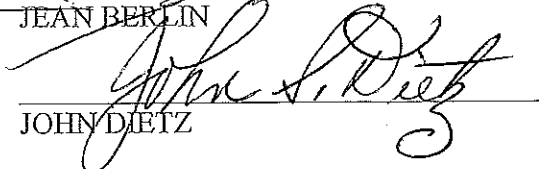

GLEN JOHNSON


MARTIN KRUEGER


ROBERT NEWPORT


Charles White


JEAN BERLIN


JOHN DIETZ

RESOLUTION NO. 71 - 2019

AUTHORIZING THE SAUK COUNTY GROUNDWATER QUALITY TREND DATA PROJECT

The quality of groundwater throughout the State of Wisconsin has come under scrutiny. Other County and community initiated studies have presented findings that are raising many concerns. These increasing concerns resulted in Governor Evers declaring 2019 the year of "Clean Drinking Water". The fears regarding the quality of our groundwater are no different in Sauk County. However, in order for the County to understand the quality of our groundwater today, and acquire sufficient information that may assist in effectively targeting and making sound management decisions, a groundwater study is necessary.

Staff from Conservation, Planning, and Zoning, Public Health, and UW-Extension joined in collaboration with the UW Stevens Point to outline a project proposal for a groundwater study in Sauk County. While Sauk County offers a well water testing program in townships on a rotational basis, these voluntary and random tests provide very little information to allow us to gain an understanding of how groundwater quality has changed in Sauk County over time. In order to begin this study in 2019, rather than wait for the following budget cycle, the departments came together to request \$20,000 in Ho-Chunk funding. In order to acquire the data necessary to study the trends of groundwater quality in Sauk County, multiple years will be necessary. A project proposal labeled as Exhibit A outlines the methodology, timeline, type of testing, reporting, community education, deliverables, and budget for the Sauk County Groundwater Quality Trend Data project.

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

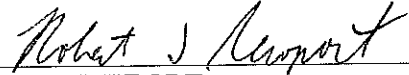
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, hereby authorizes the Sauk County Groundwater Quality Trend Data project as provided for in Exhibit A.


For consideration by the Sauk County Board of Supervisors on June 18, 2019.

Respectfully submitted,


SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

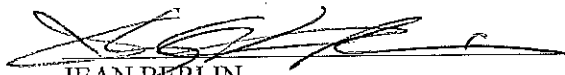

CHUCK SPENCER, CHAIR


ROBERT NEWPORT

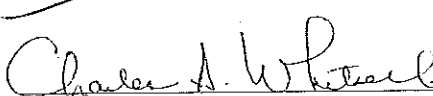

GLEN JOHNSON, SECRETARY

JOHN DIETZ


MARTY KRUEGER, VICE CHAIR


JEAN BERLIN


RANDY PUTKAMER


CHUCK WHITSELL

Resolution 11-2019

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DONNA STEHLING, CHAIR

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JOHN MILLER, SECRETARY

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WILLIAM HAMBRECHT, CHAIR

Valerie McAuliffe
VALERIE MCAULIFFE, VICE CHAIR

Bryant Hazard
BRYANT HAZARD, SECRETARY

Robert Newport
ROBERT NEWPORT

Jean Berlin
JEAN BERLIN

Fiscal Note: The 2019 Conservation, Planning, and Zoning Budget includes \$20,000 in Ho-Chunk funding for the project. The first year does reflect a total cost of \$23,632.55. The Ho-Chunk funds will not cover the entire amount. The shortfall in funds will come from the Conservation, Planning, and Zoning budget. Funding for future years requires allocation through the budget process.

MIS Note: No impact.

KJB

Sauk County
Groundwater Quality Trend Data
Project Proposal

PURPOSE OF TRACKING GROUNDWATER QUALITY TREND DATA

Prior to starting a citizen-based groundwater monitoring program, the following questions are often useful in deciding whether the tracking of groundwater quality trend data would be useful to decision-makers and resource management professionals:

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- Is there consensus around groundwater quality data as it currently exists in Sauk County?
- How does groundwater quality today compare to groundwater quality 10, 15, 30 years ago? If you had this information, would it be useful for you in making decisions today?

If these questions are relevant to your community, a county-wide groundwater quality monitoring program would, over time, provide information on where to invest time and money for the purposes of improving groundwater quality. In addition, a well-developed water quality monitoring program would potentially provide evidence whether resource management approaches are having an impact.

Residents of Sauk County have performed extensive voluntary well testing. This information is useful for understanding overall well water quality across the county, however; little information exists that allows for an understanding of how groundwater quality has changed over time. Establishing a network of private well owners to perform annual testing over an extended period of time would help inform residents and local leaders whether groundwater quality is getting better, worse, or staying the same.

The answer to that question is that there are likely areas where each of those scenarios is occurring. To what extent each occurs in Sauk County is largely unknown. Analysis of the nearby land use and well construction of private wells with long-term data could help identify what the contributing factors are to declining or improving groundwater quality. This information can inform future land use and well construction guidelines in Sauk County.

In those areas where water quality is changing, additional investigation into land use practices could provide insight into what is causing those changes (both negative/increasing pollutants and positive/decreasing pollutants). What is learned from monitoring this network of wells can then be applied more generally to Sauk County groundwater as a whole.

METHODOLOGY & TIMELINE

Timeline

If the goal is to analyze trends, multiple years of data from the same wells increases our ability to understand whether measured increases or decreases represent a true trend or simply a change in concentration between two points in time. Five years is the minimum number of years recommended for this project. Depending on what is learned from the dataset after five years, the decision could be made to continue the project beyond that timeline, discontinue, or evaluate different strategies.

The proposed contract period is from July 1 through June 30 each year. The proposed programming work is as follows:

- Recruitment (August-September)

- Testing (November)
- Mid-Year Progress Report (January)
- Annual Report (June)

Tests

Confidence in this trend data enables isolating areas where nitrate and/or chloride are increasing or decreasing. Additional parameters allow us to understand water quality changes related to land use factors relative to other factors that may be influencing measurements such as weather/climate, add confidence to results, and provide important information about other water quality characteristics.

Nitrate

Nitrate is an important test for private well owners. Levels greater than 10 mg/L nitrate-nitrogen should not be consumed by infants, women who are or trying to become pregnant. Everyone is encouraged to avoid long-term consumption of nitrate greater than 10 mg/L.

Nitrate is a chemical commonly found in agricultural and lawn fertilizer. It is also produced when organic rich materials such as manure, bio-solids, septic system effluent, etc. decompose. Nitrate is a very soluble form of nitrogen and can easily leach past the root zone of plants into our groundwater. Levels of nitrate in groundwater are generally less than 1 mg/L in natural or areas of little human influence. Elevated levels generally occur in areas of agricultural activity or areas of dense rural development (i.e. small lot sizes with septic systems, lawn fertilizers, etc.). Soils and geology make certain areas more prone to nitrate losses to groundwater. For these reasons, nitrate is a good test to perform if trying to understanding the impacts of land use on groundwater quality as well as trends over time.

Chloride

Like nitrate, chloride is a useful tool for understanding the impacts of land use. Major sources of chloride to groundwater include fertilizer, road salting and septic system drainfields. Potash is used to add potassium to soil. The most common form of potash is potassium chloride; the chloride is susceptible to leaching. Road salt (usually sodium chloride) helps in deicing roads, but is then washed off roads into ditches or other pervious areas where it soaks into the soil and can eventually leach to groundwater. Septic system drain fields dispose of wastewater which contains chloride from human waste and water softener salt.

Alkalinity

Alkalinity is a measure of water's ability to neutralize acid. It is generated by the dissolution of carbonate minerals common to Wisconsin. Groundwater alkalinity measurements are relatively stable from one year to the next. Testing for alkalinity would help in understanding if a particular sampling event was influenced by rainfall or snow melt because alkalinity should be relatively consistent under normal conditions.

Conductivity

Conductivity is a measure of the amount of total dissolved ions in water but does not give an indication of which minerals are present. In most uncontaminated waters however, conductivity is about twice the total hardness value in an unsoftened water source. Changes in conductivity over time may indicate changes in overall water quality. There are no health concerns at levels of conductivity found in Wisconsin's groundwater.

Hardness

Hardness measures the amount of calcium and magnesium in water. Hard water can cause scale deposits on fixtures, in pipes or water heaters. Water that is naturally low in hardness is often referred to as soft and can be corrosive. There are no health concerns associated with drinking hard water. Water less than 150 mg/L

is considered soft while values greater than 200 mg/L are considered hard. *Concentrations are expressed as mg/L as CaCO₃.*

pH

The pH test is a measure of acidity. The lower the pH, the more corrosive the water. There is no health standard for pH, however corrosion of metal plumbing or fixtures is more likely to occur when pH levels are less than 7. Water greater than 7 is more likely to result in scaling. Low pH water may be more likely to result in elevated levels of copper and/or lead if those elements are included in your plumbing system.

Well Selection & Recruitment

A minimum of 10 wells per town will be selected (n=220). To maximize what can be learned from this dataset, we will have selection preference for wells with an existing well construction report (i.e. known well depth, casing depth, depth to water, depth to rock, etc.). Additional wells will be sampled (n=80) that will allow us to account for areas of greater population density or areas of special geologic or landcover concerns. All efforts will be made to ensure wells are representative of Sauk County geology, land cover, and rural well density.

Potential participants will be contacted via mail and asked to respond within a certain time period. Expectations of and benefits to participants will be conveyed at that time. If participants decline or we do not hear back, we will continue recruiting from other wells in the area until our goal of 240 wells is reached.

Testing

Those selected will be mailed a sample bottle with instructions. Participants will collect their sample and send back to the laboratory using a pre-paid mailer. Samples will be analyzed at the Water and Environmental Analysis Laboratory at UW-Stevens Point, which is state-certified to perform the tests of interest. Following sample analysis participants will be mailed a copy of their individual result along with interpretive information.

Reporting & Education

An annual summary of results will be generated for Sauk County that provides an overview, summary data, and interpretation of results. Important metrics that we would typically report on: average, median, minimum, maximum concentrations by county, towns, aquifer category, land use, and casing depth. Maps will be generated to provide understanding of water quality across Sauk County.

Our intent is not to display or share the data at a parcel level but provide a general idea of groundwater quality spatially. As a result, we plan to map display data at a county-wide scale to the centroid of a section (1 square mile area). As the dataset grows, additional data analysis will be performed and information added to help interpret trends and changes to groundwater quality that may be occurring.

Outreach materials, both written and web-based, will be generated throughout the project to communicate results.

Data & Project Deliverables

This work will result in the following project deliverables:

1. A mid-year progress report will be provided to Sauk County describing activities during the first 6 month period.
2. An annual in-person update and educational session/open house event.
3. An annual report will be provided to Sauk County at the completion of each year summarizing results from the annual testing.

4. After each well test, each well owner will receive a copy of their individual test results along with interpretive information.
5. An online interactive data visualization tool will be developed to catalogue data and make available to the public and county for outreach/educational purposes.
6. Data will be archived in the Center for Watershed Science and Education database and integrated into the WI Well Water Viewer. The viewer aggregates well water data to a 1 square mile area.
7. Any databases, raw data files, or other electronic files generated as a result of this project will be provided via preferred format to Sauk County.

Expectations from Sauk County

In order for the Center for Watershed Science and Education to carry out the project, the following support from Sauk County departments is anticipated:

1. Assistance arranging open houses or outreach events for participants to learn about the project and project results (Sauk County Extension).
2. Access to parcel level data and geographic information system support with names/addresses of residents for the purposes of identifying potential participants (Sauk County Conservation, Planning, and Zoning).
3. Communication of project results with county officials and county departments (Sauk County Extension, Sauk County Conservation, Planning, and Zoning, Sauk County Department of Health)
4. Provide review of any recruitment materials, outreach materials, or other communication materials that result from this project (Sauk County Extension, Sauk County Conservation, Planning, and Zoning, Sauk County Department of Health)

BUDGET

Budget for the First Year

Communication with Households		\$1,200
<ul style="list-style-type: none"> Includes mailings for recruitment efforts to approximately 600 households. (estimating 50% success rate) 		
Water Testing for 300 Samples		\$13,500
<ul style="list-style-type: none"> Minimum of 10 samples per town (220 samples). Additional sampling will be done to ensure adequate weighting of various geologic concerns, land cover strata and population density (80 samples). \$45/sample. This includes a follow-up mailing of individual results to participating households. 		
Mailings		
	Mailing cost for kits to households.	\$1,200
	Mailing cost for samples back to the lab.	\$1,500
Research Associate Staff Time		\$5,946.28
<ul style="list-style-type: none"> Academic Staff (0.075 FTE salary+fringe, \$54,528+\$28,572.67) 		
Total for FY20		\$23,346.28

*Please note: For future years, budget forecasts must include an annual fringe benefit rate increase of 5% for FY21, 5% for FY22, 4% for FY23, and 3% for FY24.

Year	Budget By Year
Year 1: FY20	\$23,346.28
Year 2: FY21	\$24,543.77*
Year 3: FY22	\$25,795.79*
Year 4: FY23	\$26,868.67*
Year 5: FY24	\$27,738.34*

**Sauk County has a policy of not paying indirect costs on outside service contracts with public institutions (documentation attached)

***Please note matching funds are not a requirement of the contract. It is estimated that over the course of the 5 year period, UWSP is contributing \$66,804.05 towards this project. This estimate includes 5% of Kevin Masarik's time spent on this project as well as indirect costs associated with the project which Sauk County policy does not allow reimbursement for. (documentation attached)

F.A.Q.

Why can't the data used from regularly tested dairy farms work for trend data?

Dairy farms are only required to test for bacteria. Additionally, this would rely on farmers voluntarily sharing that information since this information is not required to be shared publicly or currently maintained in a database.

Is this duplicating monitoring wells?

Monitoring wells are often used to measure field scale or site specific problems. For example, if you suspected that a landfill or manure storage facility were leaking, a network of monitoring wells adjacent to the site would be the appropriate strategy to answer that question.

The intent of this project is to learn about groundwater quality more generally across all of Sauk County. As a result, it is important to design a network that is representative of a broad range of factors (ex. Soils, geology, land-use, depth, etc.) that are likely to contribute to groundwater quality of rural residential wells in the area being studied.

Would it be possible to keep weather data alongside the data and use that to help understand the data and possible implications?

Yes. If there are quality weather stations that are providing publicly available data, we could summarize annual and/or monthly weather data in the annual report or other outreach/educational materials.

How will this proposal be formatted in a way that makes it accessible and easy for decision-makers to use?

It is our goal as outreach specialists to make sure information is effectively communicated and easily understood. The center has experience with online mapping platforms and other data visualization tools and techniques. We also envision using a storyboard approach which is becoming popular for communicating information of this type. Lastly, we will evaluate our products as we go to ensure that we are effectively reaching our intended audience.

Is there any grant funding available to assist with this type of research?

There is currently very limited funding. Some counties have used health grants from the Wisconsin Department of Health Services to fund one-time projects related to well water testing through their county health department. However, obtaining a grant is not guaranteed and sustained work beyond one year would benefit from long-term county buy-in.

What implications will a well test in one area have for a well tested in another area of Sauk County?

What we learn about how geology, land-use, and well construction impact water quality can then be applied to other wells that have not been tested. From this information we hope to create a statistical model that can be used to understand water quality across Sauk County.

How will the information be used and shared?

As part of our public outreach mission we anticipate using the information in outreach programming related to groundwater quality. Information will be used by researchers to investigate the relationship of geology, land use, and well construction on groundwater quality. Data will be summarized for annual and final reports. Data will be mapped for final reports and educational purposes, but not at a level that will allow the data to be identified to an individual parcel.

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RESOLUTION NO. 72 - 2019

AUTHORIZING A THREE YEAR CONTRACT WITH AKITABOX FOR FACILITY MANAGEMENT AND WORK ORDER SOFTWARE IN SAUK COUNTY FACILITIES

Background: Building Services is responsible for oversight and maintaining approximately 425,000 square feet of county owned property. The facilities include the Historic Courthouse, Law Enforcement Center, Reedsburg Human Services building, two (2) leased facilities (Sheltered Workshop and Humane Society), West Square Administration building, West Baraboo Garage, and nine (9) Communications shelters. Tracking the age, location, and updates made to the buildings, equipment and systems has become challenging at times. Floor plans for many of the facilities have changed over the years, and have not been updated in sometime. The Facilities Director has been exploring software options for keeping facilities information up to date as well as storing much of the building and equipment information in one central location, documenting and noting completed work orders, developing a more in depth preventative maintenance schedule at each facility, and have a centralized way to track and document work orders submitted for the facilities. Facility management software will also better assist with record keeping for all staff to access. Facility management software will allow the department to document trouble shooting options for specific pieces of equipment to allow for a more timely return to service.

The facilities director has looked at numerous other facility/asset management softwares and none of them offers the same capabilities that Akita Box does for the cost. AkitaBox software offers electronic floor plans accessible through a QR code, anywhere an internet connection is available with a personal device like an iPad or smart phone. The electronic floor plans document where the asset is located, what power source or system supplies the piece of equipment, and identifies rooms or other systems that are controlled by that equipment. Having access to this system will help to increase efficiency as the staff member can pull up documented maintenance records, troubleshooting notes, and a pdf version of the manual all while near the piece of equipment. Keeping notes that are more detailed will also help staff identify equipment trends to better help in the future budgeting for equipment replacement. Representatives from AkitaBox have presented their software to the Building Services staff and Property committee, and all feel comfortable moving forward with the implementing of the AkitaBox facility management software. Several other county facility departments throughout Wisconsin use AkitaBox facility management and work order software. AkitaBox is offering a three-year contract for \$22,206.25 for the implementation, software package, and services.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Building Services Facility Director is hereby authorized to sign a three year contract with AkitaBox for the purchase and implementation of facility management software covering up to 425,000 square feet of space at a cost of \$22,206.25 for the three year contract, and purchase additional iPads and smart phones for county staff to use with the facility management software at a cost of \$2,000.

For consideration by the Sauk County Board of Supervisors on June 18, 2019.

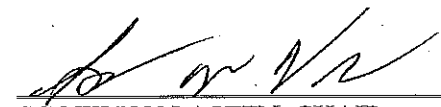
Respectfully submitted,

RESOLUTION NO. 19 - 2019

**AUTHORIZING A THREE YEAR CONTRACT WITH AKITABOX FOR FACILITY
MANAGEMENT AND WORK ORDER SOFTWARE IN SAUK COUNTY FACILITIES**


PROPERTY

COMMITTEE


SCOTT VON ASTEN, CHAIR


SHANE GIBSON


CARL GRÜBER


WILLIAM HAMBRECHT


JEAN BERLIN

FISCAL NOTE: Money has been budgeted for the implementation of the facility management software in the 2019 Building Services Contracted Services Budget *YJB*

MIS NOTE: Building Services will be purchasing additional iPads and smart phones that will be maintained and serviced through the MIS department

Pricing Details

Implementation (One time costs)	
- Standard Space and Asset Data Collection	\$10,625
- Standard Onsite Training and Onboarding	
Software Package (Annual Recurring Fees)	
- Facility Space and Asset Mapping Software	
- Preventive Maintenance/Work Order Software	\$4,250
- Training, Onboarding, and Support	
Total	14,575
Estimated reimbursable expenses	\$500
	\$15,075
Three year option	
Discounts 5% of total contract value for pre-paying all three years of recurring fees	22,206.25