

This following meeting will have a videoconferencing/teleconferencing option. As such, it is possible that a quorum of board members may be in attendance via electronic means and not physically present. In accordance with Wisconsin law, the meeting will remain open to the public. The public may attend in person at the location noted on the agenda. The public is encouraged to attend via electronic means. If anyone would like to speak at the meeting, County Board Rules require they contact the County Clerk's Office in advance to register. 608.935.0399.

IOWA COUNTY BOARD MEETING

Tuesday, June 15, 2021

7:00 p.m.

Conference Call 1-312-626-6799

Zoom meeting ID: 854 7600 5642

<https://us02web.zoom.us/j/85476005642>

Health and Human Services Center - Community Room

303 West Chapel St., Dodgeville, WI 53533

For information regarding access for the disabled, please call 935-0399.

Healthy and Safe Place to Live, Work and Play – Iowa County

The Mission of Iowa County Government is to protect and promote the health and safety, economic well being, and environmental quality of our county by providing essential services in a fiscally responsible manner.

1. Call to order by Chair John M. Meyers
2. Pledge of Allegiance.
3. Roll Call.
4. Approve the agenda for this June 15, 2021 meeting.
5. Approve the minutes of the May 18, 2021 meeting.
6. Presentation by Kraemer Brothers on the construction of the Law Enforcement Center.
7. Vicki Stangel, Chair of the Iowa County Library Committee to report on 2020 Library Services and to request modifications to the Iowa County Library Plan.
8. Special matters and announcements.
 - a) Committee Chair reports.
 - b) Press Release on Redistricting Legislation (set-out)
 - c) SW Regional Planning Commission Newsletter (set-out)
 - d) Forward Analytics (set-out)
9. Comments from the public.
10. Land use changes from the Towns:
 - Arena – 1-0621 Rezoning request by Edwin Sweet.

- Brigham – 2-0621 Rezoning request by Jason Gust and the Lois Denure.
- Clyde – 3-0621 Rezoning request by Richard Brander.
- Dodgeville – 4-0621 Rezoning request by Dan, Tim and David Gollon.
- Dodgeville – 5-0621 Rezoning request by Greg Jewell, Connie Ritchie Hallada and Frank Hallada.
- Dodgeville – 6-0621 Rezoning request by Kevin and Roy March.
- Dodgeville – 7-0621 Rezoning request by Douglas and Sherrill Randall.
- Eden – 8-0621 Rezoning request by Roger and Janice Boettcher.
- Eden – 9-0621 Rezoning request by Cole Roelli and Christl Burns-Roelli.
- Highland – 10-0621 Rezoning request by David McCarthy.
- Highland – 11-0621 Rezoning request by Everett and Janet Beckius.
- Linden – 12-0621 Rezoning request by Robert Daentl.
- Mifflin – 13-0621 Rezoning request by Chase Farms Inc.
- Mineral Point – 14-0621 Rezoning request by Tim and Cindy Pittz.
- Ridgeway – 15-0621 Rezoning request by Jess Nodolf and Rick & Terri Carlson.
- Ridgeway – 16-0621 Rezoning request by Derek and Jenna Vinje.

Executive Committee

11. Resolution No. 17-0621 Establishing A Public-Private Partnership with MHTC.
12. Resolution No. 18-0621 Establishing A Public-Private Partnership with Reedsburg Utility Commission.
13. Consider the 2022-2026 Capital Improvement Plan.
14. Resolution No. 19-0621 Recommending 2020 Budget Amendments for Various Departments.
15. Resolution No. 20-0621 Recommending Transfer of Funds from the Iowa County General Fund to Cover Expenditures in Excess of Budget for 2020.
16. Resolution No. 21-0621 Recommending Carryover of Certain Accounts from 2020 to 2021.

Public Works Committee

17. Review proposed amendment to Ordinance 600.18B ATV-UTV Route Ordinance.
18. Revision to Policy #1116 Encroachment and Revocable Occupancy Permit Policy for Livestock Crossings.
19. Approve the Administrator's appointments of:
 - * Diane Smith to the Mineral Point Library Board for a three year term expiring on May 1, 2023.
 - * William Ladewig to the Ethics Board for a three year term expiring on June 1, 2024.
 - * George Britt to the ADRC Board for a three year term expiring on May 31, 2024.
 - * Susan Schroeder to the ADRC Board for a three year term expiring on May 31, 2024.
 - * George Swamp to the ADRC Board for a three year term expiring on May 31, 2023.
 - * Mark Meives to the Iowa County Airport Commission for a two year term expiring on May 1, 2023.
 - * Kate Franzmann to the Barneveld Public Library Board for a three year term expiring on May 1, 2024.
 - * Terri Liebmann to the Barneveld Public Library Board for a three year term expiring on

May 1, 2023.

20. Discuss the availability of paper agendas.
21. County Administrator's report.
22. Chair's report.
23. Mileage and Per Diem Report for the June 15, 2021 meeting.
24. Motion to go into closed session pursuant to State Statute 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Receive update and advice regarding the following: ATC/PSC Lawsuit, BARD Lawsuit, Opioid Lawsuit).
25. Return to open session.
26. Possible action on closed session items.
27. Motion to adjourn to July 20, 2021.


Kristy K. Spurley, County Clerk

Posted 6/10/2021 @ 12:00 pm

You may attend via videoconference by downloading the free Zoom program to your computer at <https://zoom.us/download> At the date and time of the meeting, you log on through the Zoom program and enter the Meeting ID from the above agenda. You may also attend via conference call by dialing the phone number listed on the agenda above.

PROCEEDINGS OF THE MAY SESSION OF
THE BOARD OF COUNTY SUPERVISORS
OF IOWA COUNTY, WISCONSIN

The meeting was held in person and via electronic videoconferencing/teleconferencing.

The Board of Supervisors met in the Health and Human Services Center Community Room in the City of Dodgeville on Tuesday, May 18, 2021 at 7:03 p.m. and was called to order by the Honorable John M. Meyers, Chair of the Board.

The Board, in unison, led the reciting of the Pledge of Allegiance to the flag.

Roll call:

Members attending in person: Doug Richter, Stephen Deal, Susan Storti, Daniel Nankee, Ronald Benish, David Gollon, Curt Peterson, Joan Davis, Bruce Haag, Britan Grimmer (7:07 pm). Mike Peterson, Richard Rolfsmeyer, John Meyers, Kimberly Alan, Jeremy Meek, Judy Lindholm, Justin O'Brien, Don Leix, Mel Masters and Kevin Butteris. Sup. Alex Ray was absent.

Approval of Agenda: Sup. Lindholm moved to approve the agenda. Sup. Meek seconded. Motion carried.

Aye- 19 Nay-0

Approval of Minutes: Sup. Storti moved to approve the minutes. Sup. Deal seconded. Motion carried.

Aye -19 Nay-0

Sup. Rolfsmeyer moved to approve the appointment of Britan Grimmer to Supervisory District 11 for the remainder of the supervisory term. Sup. Benish seconded the motion. Carried.

Aye -19 Nay-0 Abstain - Grimmer

Clerk Kris Spurley Administered the Oath of Office to Britan Grimmer.

Sup. Storti moved to approve the appointment of Britan Grimmer to fill vacancies on the General Government, Chapter 59 Committee and Criminal Justice Collaboration Council. Sup. Gollon seconded the motion. Carried.

Aye -19 Nay-0 Abstain-Grimmer

Special matters and announcements.

a) Committee Chair reports.

Curt Peterson gave an update on the Law Enforcement Center and he will request Kraemer Brothers to be at the June County Board meeting for an update.

b) Iowa County Child Support Agency received the Federal Fiscal Year 2020 Certificate of Excellence Award.

c) ATC Correspondence.

Comments from the public.

*Larry Bierke spoke in reference to COVID and the mask mandate and announced that masks are no longer required for board meetings or those attending.

- *Jason Carden, Town of Brigham Chairman and Courtney Jarman and Dean Oimoen, residents that live along County Trunk Highway T spoke about the condition of the road and the need for repairs.
- *Gloria Belken, Lily Jewell, Alan Jewell and Richard Jenkins spoke about the Upland Turbine Wind project.
- *Dave Gollon spoke about issues with internet availability.

Sup. M Peterson moved to adopt Amendatory Ordinances 1-0521 thru 4-0521 as a group. Sup. Alan seconded the motion. Carried.

Aye-19 Nay-0 Abstain-Haag

Amendatory Ordinance No. 1-0521 for a land use change to rezone 5.04 acres from A-1 Agricultural and AR-1 Agricultural Residential to all in AR-1 Agricultural Residential in the Town of Brigham was adopted.

Amendatory Ordinance No. 2-0521 for a land use change to rezone 21.46 acres from A-1 Agricultural and AR-1 Agricultural Residential to all AR-1 Agricultural Residential in the Town of Waldwick was adopted.

Amendatory Ordinance No. 3-0521 for a land use change to rezone an existing 8-acre B-2 Highway Business lot to A-1 Agricultural, then create a 15-acre lot by rezoning to AR-1 Agricultural Residential, 5-acre lot by rezoning to RB-1 Recreational Business and 2-acre lot by rezoning to B-2 Highway Business in the Town of Dodgeville was adopted.

Amendatory Ordinance No. 4-0521 for a land use change to rezone 1.02 acres from A-1 Agricultural and AR-1 Agricultural Residential in the Town of Ridgeway was adopted.

Health and Human Services Committee

Sup. Grimmer moved to approve Resolution No. 5-0521 Modifying the Iowa County Committees, Commissions, & Boards Structure. Sup. Storti seconded the motion. Discussion in reference to committee structure and duties. Motion carried.

Aye-18 Nay-2 – Sup. Benish and Leix

Public Works Committee

Sup. Storti moved to approve Resolution No. 6-0521 Amending Resolution 14-0620 regarding borrowing of \$3.0M for CTH F. Sup. M. Peterson seconded the motion. Motion carried.

Aye-20 Nay-0

Sup. M. Peterson moved to approve Resolution No. 7-0521 Requesting to Transfer \$500,000 from Highway Fund Balance. Sup. Gollon seconded the motion. Motion carried.

Aye-20 Nay-0

Executive Committee

Sup. Deal moved to approve Resolution No. 8-0521 Recommending Transfer of Funds in 2021 from the General Fund Balance for Costs Associated to Develop a Road Construction Plan for County Trunk Highway T. Sup. Gollon seconded the motion. Sup. Master complimented the staff on their work on the budget amendment resolutions. Motion carried.

Aye-20 Nay-0

Sup. Nankee moved to approve Resolution No. 9-0521 Recommending Transfer of Funds between Funds for 2020. Sup. Benish seconded the motion. Motion carried.

Aye-20 Nay-0

Sup. Lindholm moved to approve the appointments of:

- * Pat Reilly to the Ethics Board for a three-year term expiring on June 1, 2023.
- * Rick Zemlicka to the Ethics Board for a three-year term expiring on June 1, 2023.
- * Susan Steudel to the Board of Health for a three-year term expiring on March 31, 2024.
- * Diane McGuire to the Ethics Board for a three-year term expiring on June 1, 2024.
- * Connie Johnson to the Land Information Council for a three-year term expiring on May 31, 2024.
- * Scott Godfrey to the Land Information Council for a three-year term expiring on May 31, 2024.
- * Katie Reimann to the Wisconsin River Rail Trail Commission for a three-year term expiring on May 1, 2024.
- * William Ladewig to the ADRC Board for a three-year term expiring on May 31, 2024.
- * Kathleen Elliott to the ADRC Board for a three-year term expiring on May 31, 2024.
- * Taylor Campbell to the Land Information Council to fill a partial term expiring on May 31, 2023.
- * Rodney Anding to the Land Conservation Committee for a two-year term expiring on May 31, 2023.
- * William Ladewig to the Pecatonica Rail Transit Commission for a three-year term expiring on May 1, 2024.
- * William Carden to the Board of Adjustments for a three-year term expiring on July 1, 2024.
- * Marilyn Rolfsmeyer to the Regional ADRC Board for a two-year term expiring on May 31, 2023.

Sup. Grimmer seconded the motion. Motion carried.

Aye-20 Nay-0

County Administrator Larry Bierke gave a report to the board.

Chair Meyers gave a report to the Board.

Mileage and Per Diem Report for this May 18, 2021 Session of the Board was presented.

20 Members 513 Miles \$1,097.28 and Per Diem

Sup. M. Peterson moved to approve. Sup. Rolfsmeyer seconded. Motion carried.

Aye-20 Nay-0

Motion by Sup. Haag to convene in closed session pursuant to section 19.85(1)(c). Wisconsin Statutes, to consider employment, promotion, compensation or preference evaluation data of any employee over which the government body has jurisdiction or exercises responsibility. (Personnel issues and the position vacancies at Bloomfield.) Sup. Alan seconded. Motion carried.

Aye-20 Nay-0

Entered closed session at 8:17 p.m. with Administrator Bierke, Corp. Counsel Morzenti and Allison Leitzinger, Employee Relations.

Sup. Meek moved to return to open session. Sup. Grimmer seconded. Motion carried.

Aye-20 Nay-0

Entered open session at 9:18 p.m.

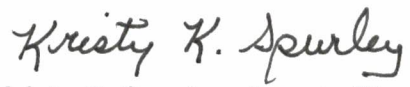
Action from closed session: None.

Sup. M Peterson moved to adjourn to June 15, 2021. Sup. Alan seconded. Motion carried.
Aye-20 Nay-0

Meeting adjourned at 9:19 p.m.



John M. Meyers, Chair



Kristy K. Spurley, County Clerk

AGENDA ITEM COVER SHEET

Title: PSC Broadband Grant Applications

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Attached are the necessary documents for Iowa County to partner with MHTC and Reedsburg Utility Commission to apply for Public Service Commission Broadband Grants.

RECOMMENDATIONS (IF ANY):

Please review the documents and consider whether Iowa County wants to apply for PSC Broadband Grants in partnership with MHTC and Reedsburg Utility Commission.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Attached is a Resolution establishing a Public Private Partnership with MHTC.

Attached is a Memorandum of Understanding with MHTC to establish said public-private partnership.

Attached is a Resolution establishing a Public Private Partnership with Reedsburg Utility Commission.

Attached is a Memorandum of Understanding with Reedsburg Utility Commission to establish said public-private partnership.

FISCAL IMPACT:

It is unknown at this time what the costs are, as the private companies are doing the engineering estimates needed for the grant application. It is expected that the County's portion will be 25% of the project in both applications. As follow up, A Resolution committing said funding will be brought to your attention in July, once final estimates are completed.

It is anticipated that the County would utilize ARPA funds to cover our match in the application.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

RESOLUTION NO 17-0621

**RESOLUTION ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP TO FACILITATE
THE DEPLOYMENT OF AFFORDABLE, RELIABLE, HIGH-SPEED INTERNET
SERVICES THROUGHOUT THE COUNTY**

WHEREAS, access to affordable, reliable, high-speed broadband services, including for residential, commercial, and governmental use, provides enhanced educational possibilities, furthers workforce development opportunities, and stimulates economic development within the County; and

WHEREAS, the County's residents increasingly depend on their ability to access affordable, reliable, high-speed broadband services to improve their economic and financial position, to enhance their social networking capabilities, and to meet their basic consumer needs; and

WHEREAS, the County's businesses rely on their ability to access affordable, reliable, high-speed broadband services to effectively compete in a global economy; and

WHEREAS, the County's ability to timely deliver cost-effective governmental services to its residents, including emergency medical services and law enforcement protection, is enhanced by its ability to access affordable, reliable, high-speed broadband; and

WHEREAS, the County, along with its residents and businesses, desire expanded access to affordable, reliable, high-speed broadband services to effectively deliver basic services to its residents, to more fully engage in commerce, and to better compete in a global economy; and

WHEREAS, the County's topography and population density has made it cost-prohibitive for private sector development of a reliable, affordable, high-speed broadband network throughout the County; and

WHEREAS, as a result, many areas of the County have limited or no access to affordable, reliable, high-speed broadband services; and

WHEREAS, the County desires to develop and implement a plan to facilitate the provision of reliable, affordable, high-speed broadband services to residents and businesses throughout the County; and

WHEREAS, the County believes that cooperation with private-sector partners is necessary for the development of a county-wide broadband network that meets the needs of the County, its residents, and its businesses; and

WHEREAS, MHTC, is an ISP with experience providing reliable, affordable, high-speed broadband services to underserved and unserved communities throughout Wisconsin for commercial, governmental, and emergency response purposes; and

WHEREAS, MHTC is able to and desires to assist the County with the development of a plan to facilitate the deployment of reliable, affordable, high-speed broadband services throughout the County; and

WHEREAS, the County believes that the economic activity and public benefits likely to occur as a result of the development and deployment of a reliable, affordable, high-speed broadband network throughout the County constitutes a valid public purpose; and

WHEREAS, the Parties desire to work together for the mutual benefit of the County's residents, businesses, government, and emergency responders by jointly developing a plan to facilitate the provision of reliable, affordable, high-speed broadband services throughout the County.

NOW, THEREFORE, BE IT RESOLVED, the Iowa County Board of Supervisors authorizes and directs the Chairman of the Board of Supervisors, or his designee, to enter into a Public-Private Partnership agreement, in accordance with Iowa County Policy 309, by executing a Memorandum of Understanding ("MOU"), attached as **Exhibit A**, with MHTC expressing the Parties' desire and intent to develop a plan to construct, develop, and deploy high-speed internet infrastructure to facilitate the provision of affordable, reliable, high-speed internet services throughout the County.

BE IT FURTHER RESOLVED, the Iowa County Board of Supervisors authorizes and directs staff to immediately enter into negotiations with MHTC to develop a comprehensive plan, including all necessary agreements and other documentation, setting forth all relevant aspects necessary for the parties to jointly, or in partnership, construct, develop, and deploy high-speed internet infrastructure throughout the County.

BE IT FURTHER RESOLVED, the Iowa County Board of Supervisors authorizes and directs staff to immediately take steps to develop and prepare not later than July 15, 2021, a complete Broadband Expansion Grant Application, or similar grant application, as appropriate, including all necessary agreements and other documentation, in partnership with MHTC, for anticipated joint submission to the Public Service Commission of Wisconsin not later than July 27, 2021.

BE IT FURTHER RESOLVED, all plans, applications, and Agreements referenced herein shall not become effective unless and until each has received approval by the Board of Supervisors in accordance with Iowa County's General Code of Ordinances and/or as otherwise required by law.

Respectfully submitted by the Executive Committee.

Adopted by the Iowa County Board of Supervisors this __ day of _____, 2021.

John M. Meyers, Chairman
Iowa County Board of Supervisors

Attest:

Kristy K. Spurley, Clerk
Iowa County

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN IOWA COUNTY, WISCONSIN AND MHTC ESTABLISHING A PUBLIC- PRIVATE PARTNERSHIP TO FACILITATE THE DEPLOYMENT OF AFFORDABLE, RELIABLE, HIGH-SPEED INTERNET THROUGHOUT THE COUNTY

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of June, 2021, by and between IOWA COUNTY, WISCONSIN (the “County”), a political subdivision of the State of Wisconsin with its principal office located at 222 North Iowa Street, Dodgeville, Wisconsin, 53533 and MHTC, a Wisconsin telecommunications, internet, and television company with its principal office located at 200 East Main Street, Mount Horeb, Wisconsin, 53572 (collectively, the “Parties”).

RECITALS

WHEREAS, the County seeks to promote the development of affordable, reliable, high-speed broadband service within its boundaries for the public purpose of supporting its residents’ desired quality of life and its businesses’ need to compete in a global economy; and

WHEREAS, the County believes that the economic activity and public benefits likely to be generated by studying, analyzing, developing, and, ultimately, providing reliable, affordable, high-speed broadband services throughout the County constitutes a valid public purpose; and

WHEREAS, the County has areas that are underserved or unserved by affordable, reliable, high-speed broadband service; and

WHEREAS, the County desires to expand its residents’ and businesses’ access to affordable, reliable, high-speed broadband service; and

WHEREAS, the County has requested to partner with MHTC, in accordance with Iowa County Policy 309, to establish a Public-Private Partnership agreement to produce and implement a plan that will result in the development and deployment of affordable, reliable, high-speed broadband service throughout the County (the “Project”); and

WHEREAS, MHTC is an ISP with experience providing reliable, affordable, high-speed broadband access to underserved and unserved communities throughout Wisconsin for commercial, governmental, and emergency response purposes; and

WHEREAS, the parties intend that the County, with MHTC as its private-sector partner, may develop and submit, not later than July 27, 2021, a complete Broadband Expansion Grant Application, or similar application, to the Public Service Commission of Wisconsin (the “PSC”) in furtherance of the expansion of broadband service throughout the County; and

WHEREAS, the County desires to enter into negotiations with MHTC to develop and implement a plan to provide affordable, high-speed broadband service throughout the County (the “Broadband Expansion Plan”), subject only to those limitations under the County’s ordinances and Wisconsin and federal law; and

WHEREAS, the Parties acknowledge that this MOU is merely a representation of the Parties' desire to develop, construct and provide broadband services throughout the County and does not constitute an authorization, express or otherwise, for the County to construct, own, or operate any facility for providing video service, telecommunications service, or broadband service, directly or indirectly, to the public; and

WHEREAS, the Parties acknowledge that the terms of this MOU may be subject to modification in order to assure compliance with the County's ordinances, state regulatory agencies' guidance and rules, and Wisconsin and federal law.

The Parties to this MOU acknowledge the foregoing recitals and agree to participate in and perform the following actions:

GENERAL PROVISIONS

- I. Preliminary Agreement. This MOU is a preliminary agreement between the Parties and, unless expressly stated otherwise, is not intended to create a binding agreement to finance, provide, maintain, develop, construct, or otherwise obligate the Parties to build or operate a broadband network within the County.
- II. Parties' Support for the Project. Notwithstanding any law, rule, guidance, ordinance, or conflicting provision contained herein, the Parties do hereby express support for the provisions contained within this MOU. The Parties acknowledge that the Project may not materialize despite their best efforts.
- III. Good Faith Negotiations. The Parties agree to identify and pursue all reasonable alternatives to effect the intent of this MOU and, where possible, take affirmative steps to implement those alternatives. The Parties further agree to voluntarily comply with the provisions of this MOU and, upon approval of the Broadband Expansion Plan by both Parties' respective governing bodies, negotiate in good faith to finalize and adopt a Final Broadband Expansion Plan Agreement that is separate and distinct from this MOU and which authorizes the Parties to construct and operate an affordable, reliable, high-speed broadband network throughout the County.
- IV. Preliminary Costs. The Parties agree that unless otherwise expressly agreed to in writing, each Party will be responsible for its own expenses incurred in furtherance of this MOU.
- V. Public Purpose. The Parties acknowledge that the expansion of broadband service throughout the County will provide a public benefit to the County, its residents, and its businesses. Accordingly, the Parties agree to cooperate with one another, and diligently undertake all reasonable actions and execute all reasonable efforts to secure funding to advance the Project.

OBLIGATIONS OF THE PARTIES

- VI. Preliminary Preparations. The Parties shall make all reasonable efforts to independently and collaboratively engage all stakeholders necessary to study, analyze, and execute the provisions of this MOU, including, but not limited to, the PSC, industry stakeholders, telecommunications providers, financial advisors, legal counsel, and other professionals, as necessary to realize the Project.
- VII. Broadband Expansion Grant Application. The Parties agree to work collaboratively to jointly prepare a complete Broadband Expansion Grant Application, or similar application, with the intent to submit the completed Broadband Expansion Grant Application (the "Application") to the PSC no later than July 27, 2021.
- VIII. Preliminary Broadband Expansion Plan. The Parties shall make all reasonable efforts to develop a Preliminary Broadband Expansion Plan, the purpose of which shall be to describe, locate, develop and deploy reliable, affordable, high-speed broadband service throughout the County. The Parties agree to work together to jointly develop the Preliminary Broadband Expansion Plan and the complete Application.
- IX. Preliminary Broadband Expansion Plan Approval. After developing the Preliminary Broadband Expansion Plan and complete Application, the Parties shall submit the Preliminary Broadband Expansion Plan and complete Application to their respective governing bodies for consideration and approval.
- X. Broadband Expansion Plan Agreement. Should both Parties' respective governing bodies approve the Preliminary Broadband Expansion Plan and complete Application, the Parties shall submit the complete Application to the PSC. Should the PSC award the Parties' the requested grant amount, the Parties shall use reasonable efforts to negotiate the specific terms of the Preliminary Broadband Expansion Plan in a Broadband Expansion Plan Agreement. Development, approval, and execution of the Broadband Expansion Plan Agreement shall be separate and distinct from this MOU and shall be subject to and conditioned upon successful negotiations between the Parties and approval by both Parties' respective governing bodies.
- XI. Costs. Parties acknowledge that all costs borne by the Parties in executing this MOU shall be the sole liability of the Party that incurred the costs, unless otherwise agreed to in writing.

MISCELLANEOUS PROVISIONS

- XII. Duration and Termination. The Parties are entitled to terminate this MOU immediately upon written notice to the other Party. Unless one or both Parties, or a court of law, terminates or invalidates this MOU, this MOU shall remain in full force and effect until the Parties' obligations described hereunder are completed.

- XIII. Non-Binding Effect. The Parties acknowledge that unless expressly stated otherwise, this MOU is not a binding agreement and the obligations and rights of the Parties are yet to be negotiated and memorialized through the adoption of the Broadband Expansion Plan Agreement. The Broadband Expansion Plan Agreement shall not become effective unless and until it is approved by both Parties' respective governing bodies.
- XIV. Disclaimer. The Parties acknowledge that this MOU does not obligate either Party to provide, construct, finance, or develop a broadband network within the County or to execute a Broadband Expansion Plan Agreement. The Parties further acknowledge that the provisions of this MOU shall not be relied upon nor construed as an inducement for either party to take any action(s) or incur any costs not explicitly set forth by this MOU.
- XV. Representations and Warranties. The Parties acknowledge that this MOU does not create a financial obligation between the Parties. The Parties further acknowledge that this MOU does not guarantee completion of the Broadband Expansion Plan or execution of a Broadband Expansion Plan Agreement. Nor does this MOU represent a financing guarantee between a potential lender and a potential buyer. Any financing terms referenced in this MOU shall become effective only upon the development and ratification of the Broadband Expansion Plan Agreement by both Parties' respective governing bodies. The Parties acknowledge that the Broadband Expansion Plan Agreement is separate and distinct from this MOU.
- XVI. Confidentiality. Because of the competitive nature of the broadband industry, the County acknowledges that certain information MHTC provides to the County may be proprietary and, if specified as such, should be treated by the County as confidential and shall not be disclosed to third parties unless required by law.
- XVII. Amendments. This MOU may not be amended or modified, except in writing, by mutual agreement of the Parties.
- XVIII. Governing Law. This MOU is intended to be performed in the State of Wisconsin and shall be construed and enforced by the laws of the State of Wisconsin.
- XIX. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this MOU by the authority of their respective governing bodies and/or authorized signatory as an expression of the Parties' formal intent.

[Signature pages follow.]

IOWA COUNTY

The undersigned Iowa County officials have executed this Agreement pursuant to duly adopted Resolution No. _____ dated: _____, 2021.

John M. Meyers, Chairman
Iowa County Board of Supervisors

Attest:

Kristy K. Spurley, County Clerk

STATE OF WISCONSIN)
)
COUNTY OF IOWA)

Personally came before me on _____, 2021, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge same.

Notary Public, State of Wisconsin
My Commission expires: _____

MHTC

Authorized Signatory

Date

Attest:

Notary Public

STATE OF WISCONSIN)
)
COUNTY OF DANE)

Personally came before me on _____, 2021, the above named
_____, to me known to be the persons who executed the
foregoing instrument and acknowledge same.

Notary Public, State of Wisconsin

My Commission expires: _____

RESOLUTION NO. 18-0621

**RESOLUTION ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP TO FACILITATE
THE DEPLOYMENT OF AFFORDABLE, RELIABLE, HIGH-SPEED INTERNET
SERVICES THROUGHOUT THE COUNTY**

WHEREAS, access to affordable, reliable, high-speed broadband services, including for residential, commercial, and governmental use, provides enhanced educational possibilities, furthers workforce development opportunities, and stimulates economic development within the County; and

WHEREAS, the County's residents increasingly depend on their ability to access affordable, reliable, high-speed broadband services to improve their economic and financial position, to enhance their social networking capabilities, and to meet their basic consumer needs; and

WHEREAS, the County's businesses rely on their ability to access affordable, reliable, high-speed broadband services to effectively compete in a global economy; and

WHEREAS, the County's ability to timely deliver cost-effective governmental services to its residents, including emergency medical services and law enforcement protection, is enhanced by its ability to access affordable, reliable, high-speed broadband; and

WHEREAS, the County, along with its residents and businesses, desire expanded access to affordable, reliable, high-speed broadband services to effectively deliver basic services to its residents, to more fully engage in commerce, and to better compete in a global economy; and

WHEREAS, the County's topography and population density has made it cost-prohibitive for private sector development of a reliable, affordable, high-speed broadband network throughout the County; and

WHEREAS, as a result, many areas of the County have limited or no access to affordable, reliable, high-speed broadband services; and

WHEREAS, the County desires to develop and implement a plan to facilitate the provision of reliable, affordable, high-speed broadband services to residents and businesses throughout the County; and

WHEREAS, the County believes that cooperation with private-sector partners is necessary for the development of a county-wide broadband network that meets the needs of the County, its residents, and its businesses; and

WHEREAS, Reedsburg Utility Commission, is an ISP with experience providing reliable, affordable, high-speed broadband services to underserved and unserved communities throughout Wisconsin for commercial, governmental, and emergency response purposes; and

WHEREAS, Reedsburg Utility Commission is able to and desires to assist the County with the development of a plan to facilitate the deployment of reliable, affordable, high-speed broadband services throughout the County; and

WHEREAS, the County believes that the economic activity and public benefits likely to occur as a result of the development and deployment of a reliable, affordable, high-speed broadband network throughout the County constitutes a valid public purpose; and

WHEREAS, the Parties desire to work together for the mutual benefit of the County's residents, businesses, government, and emergency responders by jointly developing a plan to facilitate the provision of reliable, affordable, high-speed broadband services throughout the County.

NOW, THEREFORE, BE IT RESOLVED, the Iowa County Board of Supervisors authorizes and directs the Chairman of the Board of Supervisors, or his designee, to enter into a Public-Private Partnership agreement, in accordance with Iowa County Policy 309, by executing a Memorandum of Understanding ("MOU"), attached as **Exhibit A**, with Reedsburg Utility Commission expressing the Parties' desire and intent to develop a plan to construct, develop, and deploy high-speed internet infrastructure to facilitate the provision of affordable, reliable, high-speed internet services throughout the County.

BE IT FURTHER RESOLVED, the Iowa County Board of Supervisors authorizes and directs staff to immediately enter into negotiations with Reedsburg Utility Commission to develop a comprehensive plan, including all necessary agreements and other documentation, setting forth all relevant aspects necessary for the parties to jointly, or in partnership, construct, develop, and deploy high-speed internet infrastructure throughout the County.

BE IT FURTHER RESOLVED, the Iowa County Board of Supervisors authorizes and directs staff to immediately take steps to develop and prepare not later than July 15, 2021, a complete Broadband Expansion Grant Application, or similar grant application, as appropriate, including all necessary agreements and other documentation, in partnership with Reedsburg Utility Commission, for anticipated joint submission to the Public Service Commission of Wisconsin not later than July 27, 2021.

BE IT FURTHER RESOLVED, all plans, applications, and Agreements referenced herein shall not become effective unless and until each has received approval by the Board of Supervisors in accordance with Iowa County's General Code of Ordinances and/or as otherwise required by law.

Respectfully submitted by the Executive Committee.

Adopted by the Iowa County Board of Supervisors this ____ day of _____, 2021.

John M. Meyers, Chairman
Iowa County Board of Supervisors

Attest:

Kristy K. Spurley, Clerk
Iowa County

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN IOWA COUNTY, WISCONSIN AND REEDSBURG UTILITY COMMISSION ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP TO FACILITATE THE DEPLOYMENT OF AFFORDABLE, RELIABLE, HIGH-SPEED INTERNET THROUGHOUT THE COUNTY

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of June, 2021, by and between IOWA COUNTY, WISCONSIN (the “County”), a political subdivision of the State of Wisconsin with its principal office located at 222 North Iowa Street, Dodgeville, Wisconsin, 53533 and the City of Reedsburg, Wisconsin, acting through the REEDSBURG UTILITY COMMISSION (“RUC”) a Wisconsin non-profit community-owned utility company with its principal office located at 501 Utility Court, Reedsburg, Wisconsin, 53959 (collectively, the “Parties”).

RECITALS

WHEREAS, the County seeks to promote the development of affordable, reliable, high-speed broadband service within its boundaries for the public purpose of supporting its residents’ desired quality of life and its businesses’ need to compete in a global economy; and

WHEREAS, the County believes that the economic activity and public benefits likely to be generated by studying, analyzing, developing, and, ultimately, providing reliable, affordable, high-speed broadband services throughout the County constitutes a valid public purpose; and

WHEREAS, the County has areas that are underserved or unserved by affordable, reliable, high-speed broadband service; and

WHEREAS, the County desires to expand its residents’ and businesses’ access to affordable, reliable, high-speed broadband service; and

WHEREAS, the County has requested to partner with RUC, in accordance with Iowa County Policy 309, to establish a Public-Private Partnership agreement to produce and implement a plan that will result in the development and deployment of affordable, reliable, high-speed broadband service throughout the County (the “Project”); and

WHEREAS, RUC is an ISP with experience providing reliable, affordable, high-speed broadband access to underserved and unserved communities throughout Wisconsin for commercial, governmental, and emergency response purposes; and

WHEREAS, the parties intend that the County, with RUC as its private-sector partner, may develop and submit, not later than July 27, 2021, a complete Broadband Expansion Grant Application, or similar application, to the Public Service Commission of Wisconsin (the “PSC”) in furtherance of the expansion of broadband service throughout the County; and

WHEREAS, the County desires to enter into negotiations with RUC to develop and implement a plan to provide affordable, high-speed broadband service throughout the County (the “Broadband Expansion Plan”), subject only to those limitations under the County’s ordinances and Wisconsin and federal law; and

WHEREAS, the Parties acknowledge that this MOU is merely a representation of the Parties' desire to develop, construct and provide broadband services throughout the County and does not constitute an authorization, express or otherwise, for the County to construct, own, or operate any facility for providing video service, telecommunications service, or broadband service, directly or indirectly, to the public; and

WHEREAS, the Parties acknowledge that the terms of this MOU may be subject to modification in order to assure compliance with the County's ordinances, state regulatory agencies' guidance and rules, and Wisconsin and federal law.

The Parties to this MOU acknowledge the foregoing recitals and agree to participate in and perform the following actions:

GENERAL PROVISIONS

- I. Preliminary Agreement. This MOU is a preliminary agreement between the Parties and, unless expressly stated otherwise, is not intended to create a binding agreement to finance, provide, maintain, develop, construct, or otherwise obligate the Parties to build or operate a broadband network within the County.
- II. Parties' Support for the Project. Notwithstanding any law, rule, guidance, ordinance, or conflicting provision contained herein, the Parties do hereby express support for the provisions contained within this MOU. The Parties acknowledge that the Project may not materialize despite their best efforts.
- III. Good Faith Negotiations. The Parties agree to identify and pursue all reasonable alternatives to effect the intent of this MOU and, where possible, take affirmative steps to implement those alternatives. The Parties further agree to voluntarily comply with the provisions of this MOU and, upon approval of the Broadband Expansion Plan by both Parties' respective governing bodies, negotiate in good faith to finalize and adopt a Final Broadband Expansion Plan Agreement that is separate and distinct from this MOU and which authorizes the Parties to construct and operate an affordable, reliable, high-speed broadband network throughout the County.
- IV. Preliminary Costs. The Parties agree that unless otherwise expressly agreed to in writing, each Party will be responsible for its own expenses incurred in furtherance of this MOU.
- V. Public Purpose. The Parties acknowledge that the expansion of broadband service throughout the County will provide a public benefit to the County, its residents, and its businesses. Accordingly, the Parties agree to cooperate with one another, and diligently undertake all reasonable actions and execute all reasonable efforts to secure funding to advance the Project.

OBLIGATIONS OF THE PARTIES

- VI. Preliminary Preparations. The Parties shall make all reasonable efforts to independently and collaboratively engage all stakeholders necessary to study, analyze, and execute the provisions of this MOU, including, but not limited to, the PSC, industry stakeholders, telecommunications providers, financial advisors, legal counsel, and other professionals, as necessary to realize the Project.
- VII. Broadband Expansion Grant Application. The Parties agree to work collaboratively to jointly prepare a complete Broadband Expansion Grant Application, or similar application, with the intent to submit the completed Broadband Expansion Grant Application (the "Application") to the PSC no later than July 27, 2021.
- VIII. Preliminary Broadband Expansion Plan. The Parties shall make all reasonable efforts to develop a Preliminary Broadband Expansion Plan, the purpose of which shall be to describe, locate, develop and deploy reliable, affordable, high-speed broadband service throughout the County. The Parties agree to work together to jointly develop the Preliminary Broadband Expansion Plan and the complete Application.
- IX. Preliminary Broadband Expansion Plan Approval. After developing the Preliminary Broadband Expansion Plan and complete Application, the Parties shall submit the Preliminary Broadband Expansion Plan and complete Application to their respective governing bodies for consideration and approval.
- X. Broadband Expansion Plan Agreement. Should both Parties' respective governing bodies approve the Preliminary Broadband Expansion Plan and complete Application, the Parties shall submit the complete Application to the PSC. Should the PSC award the Parties' the requested grant amount, the Parties shall use reasonable efforts to negotiate the specific terms of the Preliminary Broadband Expansion Plan in a Broadband Expansion Plan Agreement. Development, approval, and execution of the Broadband Expansion Plan Agreement shall be separate and distinct from this MOU and shall be subject to and conditioned upon successful negotiations between the Parties and approval by both Parties' respective governing bodies.
- XI. Costs. Parties acknowledge that all costs borne by the Parties in executing this MOU shall be the sole liability of the Party that incurred the costs, unless otherwise agreed to in writing.

MISCELLANEOUS PROVISIONS

- XII. Duration and Termination. The Parties are entitled to terminate this MOU immediately upon written notice to the other Party. Unless one or both Parties, or a court of law, terminates or invalidates this MOU, this MOU shall remain in full force and effect until the Parties' obligations described hereunder are completed.

- XIII. Non-Binding Effect. The Parties acknowledge that unless expressly stated otherwise, this MOU is not a binding agreement and the obligations and rights of the Parties are yet to be negotiated and memorialized through the adoption of the Broadband Expansion Plan Agreement. The Broadband Expansion Plan Agreement shall not become effective unless and until it is approved by both Parties' respective governing bodies.
- XIV. Disclaimer. The Parties acknowledge that this MOU does not obligate either Party to provide, construct, finance, or develop a broadband network within the County or to execute a Broadband Expansion Plan Agreement. The Parties further acknowledge that the provisions of this MOU shall not be relied upon nor construed as an inducement for either party to take any action(s) or incur any costs not explicitly set forth by this MOU.
- XV. Representations and Warranties. The Parties acknowledge that this MOU does not create a financial obligation between the Parties. The Parties further acknowledge that this MOU does not guarantee completion of the Broadband Expansion Plan or execution of a Broadband Expansion Plan Agreement. Nor does this MOU represent a financing guarantee between a potential lender and a potential buyer. Any financing terms referenced in this MOU shall become effective only upon the development and ratification of the Broadband Expansion Plan Agreement by both Parties' respective governing bodies. The Parties acknowledge that the Broadband Expansion Plan Agreement is separate and distinct from this MOU.
- XVI. Confidentiality. Because of the competitive nature of the broadband industry, the County acknowledges that certain information RUC provides to the County may be proprietary and, if specified as such, should be treated by the County as confidential and shall not be disclosed to third parties unless required by law.
- XVII. Amendments. This MOU may not be amended or modified, except in writing, by mutual agreement of the Parties.
- XVIII. Governing Law. This MOU is intended to be performed in the State of Wisconsin and shall be construed and enforced by the laws of the State of Wisconsin.
- XIX. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this MOU by the authority of their respective governing bodies and/or authorized signatory as an expression of the Parties' formal intent.

[Signature pages follow.]

IOWA COUNTY

The undersigned Iowa County officials have executed this Agreement pursuant to duly adopted Resolution No. _____ dated: _____, 2021.

John M. Meyers, Chairman
Iowa County Board of Supervisors

Attest:

Kristy K. Spurley, County Clerk

STATE OF WISCONSIN)
)
COUNTY OF IOWA)

Personally came before me on _____, 2021, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledge same.

Notary Public, State of Wisconsin
My Commission expires: _____

REEDSBURG UTILITY COMMISSION

Authorized Signatory

Date

Attest:

Notary Public

STATE OF WISCONSIN)
)
COUNTY OF SAUK)

Personally came before me on _____, 2021, the above named
_____, to me known to be the persons who executed the
foregoing instrument and acknowledge same.

Notary Public, State of Wisconsin
My Commission expires: _____

AGENDA ITEM COVER SHEET

Title: 2022-2026 Capital Improvement Plan

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The Long Range Planning Committee has met several times to consider modifications to the long range plan. Attached to this cover sheet is a copy of the latest draft document. Please review and consider a recommendation to the Executive Committee.

RECOMMENDATIONS (IF ANY):

Consider that attached 2022-2026 Capital Improvement Plan.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

The 2022-2026 Capital Improvement Plan

FISCAL IMPACT:

The Long Range Plan is a document that staff uses to help with creation of the annual operating budget. This plan is the basis for the capital improvements included in the 2022 operating budget. It also provides a look into the future at what major expenses Iowa County will have in the forthcoming years. The projects and numbers are not exact, as it is possible that additional funding will become available or that a project will need to be cut as part of the annual budget process; but it does provide a very strong starting point.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

			REVENUE SOURCES				
			TAX LEVY	G.O. DEBT	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT T/GRANTS	FEES/SOLAR
TOTAL							
Highway	A	CTH II - Otter Creek Bridge Replacement/Relocation - I	\$ 1,143,055			\$ 914,444	\$ 228,611
	B	CTH II - Otter Creek Bridge Approaches - Highland - Cc	\$ 355,001	\$ 163,862			\$ 191,139
	C	CTH W Bridge Rehab	\$ 31,500			\$ 25,200	\$ 6,300
	D	CTY F Reconstruction	\$ 6,152,846			\$ 4,650,805	\$ 1,502,041
	E	CTY T Reconstruction	\$ 2,665,859	\$ 767,900		\$ 400,000	\$ 1,497,959
	F	Replace Loaders - 3 yr Lease Program	\$ 233,707		\$ 233,707		
	G	Annual Tractor Leases - 5 Units @ 350Hrs	\$ 8,666		\$ 8,666		
	H	Replace one Tri-axle Plow Truck	\$ 230,000		\$ 230,000		
	I	Replace one Tri-axle Plow Truck	\$ 230,000		\$ 230,000		
	J	Replace One Section Crew Truck	\$ 47,500		\$ 47,500		
	K	Replace One Section Crew Truck	\$ 47,500		\$ 47,500		
	L	Distribution System @ Pump Island	\$ 48,003	\$ 12,420	\$ 35,583		
Sheriff	M	4 Squad Cars + equipment	\$ 190,000	\$ 190,000			
	N	Mobile Radios In Cars	\$ 110,000	\$ 110,000			
	O	Replace AEDs in squad cars	\$ 6,000	\$ 6,000			
Court	P	Finish Carpet & Furniture replacement	\$ 35,000	\$ 35,000			
	Q	NEA HVAC Equipment Replacement	\$ 17,000	\$ 17,000			
Airport	R	(MP) Rehab Runway 11/29; including lights and PAPI's	\$ 2,190,000		\$ 100,000	\$ 2,090,000	
	S	(MP) Runway 11/29 NAVAIDS	\$ 200,000		\$ 10,000	\$ 190,000	
Land	T	Dam Repair/Replacement Fund	\$ 15,000	\$ 15,000			
	U	Blackhawk Lake Dam Fund					
HHS	V	Paint Hallways and Conference Rooms	\$ 20,000	\$ 20,000			
	W	Compressor Replacement	\$ 7,000	\$ 7,000			
	X	Community Room Table Replacements	\$ 8,000	\$ 8,000			
Emerg	Y	Multi-Hazard Mitigation Plan update match	\$ 30,000	\$ 7,500		\$ 22,500	
	Z	Vehicle Purchase	\$ 15,000	\$ 15,000			
other	AA	Broadband	\$ 250,000			\$ 250,000	
	BB	Shared Services Study	\$ 20,000	\$ 20,000			
Subtotal			\$ 14,306,637	\$ 450,500	\$ 944,182	\$ 942,956	\$ 8,542,949
							\$ 3,426,050

		REVENUE SOURCES					
		TOTAL	TAX LEVY	G.O. DEBT	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT/GRANTS	FEES/SOLAR
Highway	A CTH W Dodge Branch of the Pecatonica River Bridge R	\$ 539,000				\$ 431,200	\$ 107,800
	B CTH E Bridge and Approaches - Design	\$ 35,000				\$ 28,000	\$ 7,000
	C 2021 Eligible CHIP Project from Backlog Sunset 7/2021	\$ 564,682		\$ 239,621		\$ 148,811	\$ 176,250
	D 2021 Eligible CHIP Project from Backlog Sunset 7/2021	\$ 1,220,000		\$ 485,000		\$ 450,000	\$ 285,000
	E Tractor Backhoe Replacement /Loader Swap Out	\$ 40,000			\$ 40,000		
	F Digger Derrick Truck	\$ 190,000			\$ 190,000		
	G Skid Loader Lease Swap - Trade 2 Units	\$ 5,200			\$ 5,200		
	H Annual Tractor Leases - 5 Units / Year turnover	\$ 8,666			\$ 8,666		
	I Replace One Plow Truck	\$ 232,500			\$ 232,500		
	J Replace One Plow Truck	\$ 232,500			\$ 232,500		
	K 2 Section Crew Pickups	\$ 95,000			\$ 95,000		
	L Management Pickup Truck	\$ 34,844			\$ 34,844		
	M Management Pickup Truck	\$ 34,840			\$ 34,840		
Sheriff	N 4 Squad Cars + equipment	\$ 190,000	\$ 190,000				
	O Replacement of Other Patrol Equipment/Trailers	\$ 50,000	\$ 50,000				
Court	P Courthouse Remodeling Plan	\$ 1,440,000	\$ 940,000			\$ 500,000	
Airport	Q (MP) Commercial Hangers Design & Env.	\$ 35,000			\$ 3,500	\$ 31,500	
	R (MP) SNE - Snow Removal Equipment (if not funded in	\$ 166,666			\$ 8,333	\$ 158,333	
Land	S Blackhawk Lake Dam Fund						
	T Dam Repair/Replacement Fund	\$ 20,000	\$ 20,000				
HHS	U Paint UW Extension Offices	\$ 10,000	\$ 10,000				
Other	V Broadband	\$ 250,000				\$ 250,000	
Subtotal		\$ 5,393,898	\$ 1,210,000	\$ 724,621	\$ 885,383	\$ 1,997,844	\$ 576,050

				REVENUE SOURCES											
TOTAL				TAX LEVY	G.O. DEBT	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT/GRANTS	FEES/SOLAR							
2024	Highway	A	CTH E Bridge and Approaches	\$	35,000			\$	28,000	\$	7,000				
		B	2023 Eligible CHIPD Project from Backlog Sunset 7/20:	\$	681,550		\$	117,500		\$	145,000	\$	419,050		
		C	2021 Eligible CHIPD from Backlog (Sunset 7/2027) CTH	\$	673,050		\$	525,000		\$	148,050				
		D	Replace Construction Machinery Leasing	\$	200,000			\$	200,000						
		E	Annual Tractor Leases - 3 Units / Year turnover	\$	8,666			\$	8,666						
		F	Replace One Plow Truck	\$	232,500		\$	232,500							
		G	Replace One Plow Truck	\$	232,500			\$	232,500						
		H	Replace One Plow Truck	\$	232,500			\$	232,500						
		I	Replace Section Crew Pickups	\$	95,000			\$	95,000						
		J	Equipment Trailers	\$	38,134			\$	38,134						
	Sheriff	K	4 Squad Cars + equipment	\$	190,000	\$	190,000								
		L	Squad & Body Camera Replacement	\$	110,000	\$	110,000								
		M	CAD, RMS, JMS Software Upgrades	\$	300,000	\$	300,000								
		N	Firearms Replacement	\$	30,000	\$	30,000								
	Courthouse	O	Landscaping Project (pocket park)	\$	10,000	\$	10,000								
		P	Parking Lot Replacement /Security Upgrade	\$	190,000	\$	190,000								
		Q	Landscaping West Side	\$	10,000	\$	10,000								
	Airport	R	(MP) Nested Tee Hanger Construction	\$	750,000	\$	450,000		\$	300,000					
	Land	S	Dam Repair/Replacement Fund	\$	30,000	\$	30,000								
T		Blackhawk Lake Dam Fund	\$	15,000	\$	15,000									
HHS	U	Anti Freeze System Replacement	\$	60,000	\$	60,000									
	V	Motorized Blinds for Community Room	\$	10,000	\$	10,000									
	W	ADRC and SUN Painting	\$	10,000	\$	10,000									
Emerg	X	New Truck with sale of Current Truck	\$	8,000	\$	8,000									
	Y	Replace Equipment trailer	\$	14,000	\$	14,000									
Other	Z	Finance Software Upgrade	\$	275,000	\$	275,000									
	AA	Broadband Project/Investment	\$	250,000				\$	250,000						
Subtotal				\$	4,690,900	\$	1,262,000	\$	1,325,000	\$	806,800	\$	871,050	\$	426,050

2025

REVENUE SOURCES				
TAX LEVY	G.O. DEBT	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT/GRANTS	FEES/SOLAR

Highway	A	CTH E Bridge and Approaches	\$ 673,800			\$ 539,000	\$ 134,800
	B	CTH A Bridge Design	\$ 35,000			\$ 28,000	\$ 7,000
	C	Hollandale Salt Shed Replacement	\$ 1,234,250	\$ 950,000			\$ 284,250
	D	Replace Construction Machinery	\$ 200,000		\$ 200,000		
	E	Annual Tractor Leases - 3 Units / Year turnover	\$ 10,250		\$ 10,250		
	F	Replace One Plow Truck	\$ 232,500		\$ 232,500		
	G	Replace One Plow Truck	\$ 232,500		\$ 232,500		
	H	Replace One Plow Truck	\$ 232,500	\$ 230,000	\$ 2,500		
	I	4WD Bench Plow Truck	\$ 119,000		\$ 119,000		
	J	Replace Section Crew Pickups	\$ 63,000		\$ 63,000		
	K	Replace Management Pickup	\$ 11,500		\$ 11,500		
	L	Skid Loader Lease Swap - Trade 2 Units	\$ 5,200		\$ 5,200		
Sheriff	M	NG 911 System	\$ 123,000	\$ 123,000			
	N	Squad Car Purchases	\$ 190,000	\$ 190,000			
Airport							
	O	(MP) Repayment of Entitlementes	\$ 166,666	\$ 8,333		\$ 158,333	
Land Cons	P	Dam Repair/Replacement Fund	\$ 30,000	\$ 30,000			
	Q	Blackhawk Lake Dam Fund	\$ 15,000	\$ 15,000			
	R	Truck Replacement (2011 F 150)	\$ 40,000	\$ 40,000			
HHS	S	Social Services Painting	\$ 10,000	\$ 10,000			
	T	Generator Replacement	\$ 50,000	\$ 50,000			
	U	Carpet Replacement	\$ 10,000	\$ 10,000			
Other							
	V	Broadband Project/Investment	\$ 250,000			\$ 250,000	
Subtotal			\$ 3,934,166	\$ 476,333	\$ 1,180,000	\$ 876,450	\$ 975,333
							\$ 426,050

2026

		REVENUE SOURCES					
		TOTAL	TAX LEVY	G.O. DEBT	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT/GRANTS	FEES/SOLAR
Highway	A						
	B	2025 Eligible CHIP Project 07/2031	\$ -				
	C	2025 Eligible CHIPD Project 07/2031	\$ -				
	D		\$ -				
	E		\$ -				
	F		\$ -				
		\$ -					
Sheriff	G						
	H						
		\$ -					
Court	I	Solar Options for Courthouse	\$ 50,000			\$ 50,000	
	J	Vehicle Charging Stations	\$ 15,000	\$ 15,000			
		\$ -					
Airport	K	Repayment of Entitlements	\$ 166,666	\$ 8,333		\$ 158,333	
Land C		Dam Repair/Replacement Fund	\$ 30,000	\$ 30,000			
		Blackhawk Lake Dam Fund	\$ 15,000	\$ 15,000			
HHS	L	Vehicle Charging station	\$ 10,000	\$ 10,000			
	M	Health Department and Break Room Painting	\$ 10,000	\$ 10,000			
Other	N	Broadband Project/Investment	\$ 250,000			\$ 250,000	
Subtotal		\$ 546,666	\$ 88,333	\$ -	\$ -	\$ 458,333	\$ -

AGENDA ITEM COVER SHEET

Title: Resolution- Recommending 2020 Budget Amendment

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Budget amendment to increase the expenditure and revenue budgets for various departments

RECOMMENDATIONS (IF ANY):

Approve the 2020 budget amendants

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution Recommending 2020 Budget Amendments for Various Departments

FISCAL IMPACT:

None

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☒ Yes

☐ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 minutes

COMPLETED BY: Jamie Gould

DEPT: Finance Department

2/3 VOTE REQUIRED:

☒ Yes

☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

Resolution No. 19-0621
Resolution Recommending 2020 Budget Amendments for Various Departments

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, the County Board approved the 2020 Iowa County Budget on November 12, 2019 and the budget adoption is considered authorization and Department Heads shall have the authority to expend or receive funds within their respective budgets without regard to specific line items.

WHEREAS, the County Board realizes that budget amendments are necessary and the following increases revenue budgets and expenditure budgets for the accounts listed below for the year ending December 31, 2020; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The Iowa County Board of Supervisors adopts the recommendations and approves the budget amendments of the following accounts. The Board further directs the County Clerk to publish this Resolution pursuant to Wisconsin State Statute number 65.90 (5) (a) for the statutory requirement.

<u>REVENUE</u>	<u>Amount of Increase</u>	<u>EXPENSE</u>	<u>Amount of Increase (Decrease)</u>
Clerk of Courts:			
100.04.43520.00000.000	\$ 3,640.00		
GAL Reimbursement Grant			
100.04.46143.00000.000	\$ 7,824.06	100.04.51220.00000.790	\$ 11,464.06
GAL Fees Collected From Public		GAL Expense	
100.04.45160.00000.000	\$ 435.73		
Family Court Counseling			
100.04.45180.00000.000	\$ 7,252.39	100.04.51220.00000.210	\$ 7,688.12
Special Counsel		Special Counsel	
Total Clerk of Court	\$19,152.18		
Employee Relations:			
100.05.43518.00000.000	\$ 4,937.50	100.05.51431.00000.409	\$ 4,937.50
Routes to Recovery Grant		COVID Expense	
Coroner:			
100.10.43518.00000.000	\$ 941.52	100.10.51270.00000.409	\$ 941.52
Routes to Recovery Grant		COVID Expense	
100.10.46100.00000.000	\$ 4,400.00	100.10.51270.00000.111	\$ 4,400.00
Public Charges for Services		Cremation Wages	
Total Coroner	\$ 5,341.52		
County Clerk:			
100.22.43510.00000.000	\$50,457.00	100.22.51440.00000.318	\$49,788.60
Elections State Reimbursement		Election Expense	
100.22.47310.00000.000	\$ 2,234.80	100.22.51440.00000.319	\$ 4,043.20
Elections Reimbursement		Election Supplies	
100.22.43518.00000.000	\$ 848.29	100.22.51420.00000.409	\$ 848.29
Routes to Recovery Grant		COVID Expense	
100.22.46101.00000.000	\$ 2.50	100.22.51420.00000.110	\$ 1,252.50
Public Charges for Services		Salaries	
100.22.46102.00000.000	\$ 1,140.00		
Marriage License Fees			

Resolution No. 19-0621
Resolution Recommending 2020 Budget Amendments for Various Departments

100.22.48600.00000.000	\$ 1,250.00
Miscellaneous Revenue	
Total County Clerk	\$ 55,932.59

Environmental Services:

100.34.43518.00000.000	\$ 37,193.17	100.34.51616.00000.247	\$ 37,193.17
Routes to Recovery Grant		Building Maintenance COVID 19	

Sheriff's Department:

100.40.43518.00000.000	\$ 7,824.24	100.40.52710.00000.409	\$ 7,824.24
Routes to Recovery Grant		COVID Expense	

Health Department:

100.50.45574.00000.000	\$185,241.66	100.50.54102.00000.110	\$185,241.66
COVID-19 Pandemic Revenue		Wages COVID 19	

Snowmobile Program:

100.73.43581.00000.000	\$ 4,904.09	100.73.56160.00000.340	\$ 4,904.09
Snowmobile Grant Revenue		Snowmobile Grant Expense	

Emergency Management:

100.78.43518.00000.000	\$ 76,167.27	100.78.52502.00000.341	\$ 30,734.42
Routes to Recovery Grant		General Supplies COVID 19	
		100.78.52502.00000.342	\$ 45,432.85
		Other Expenses COVID 19	

Iowa County Airport:

262.07.46340.00000.000	\$ 53,318.49	262.07.53510.00000.351	\$ 31,287.64
Fuel Sales		Fuel for Airplanes	
262.07.46342.00000.000	\$ 5,106.58	262.07.53510.00000.355	\$ 26,799.81
Hangar Rent		Equipment Repairs/Maintenance	
Total Iowa County Airport	\$ 55,932.59	262.07.53510.00000.740	\$ 337.62
		Bad Debt Expense	

Dated this 15th day of June, 2021

Adopted this 15th day of June, 2021

John Meyers, Chairman

Attested by the County Clerk

Kristy K. Spurley

AGENDA ITEM COVER SHEET

Title: Resolution- 2020 Transfer of Funds from the General Fund Balance

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Resolution of Recommending Transfer of Funds in 2020 from the Iowa County General Fund Balance to cover expenditures in excess of Budget.

RECOMMENDATIONS (IF ANY):

Review and Approve of the Transfer

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution of Recommending Transfer of Funds from the Iowa County General Fund to cover Expenditures in Excess of Budget.

FISCAL IMPACT:

Transfer of \$60,656.05 from the General Fund Balance to five departments as listed in the resolution

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☒ Yes

☐ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 minutes

COMPLETED BY: Jamie Gould

DEPT: Finance Department

2/3 VOTE REQUIRED:

☒ Yes

☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

RESOLUTION NO. 20-0621

Resolution Recommending Transfer of Funds from the Iowa County General Fund to cover Expenditures in Excess of Budget for 2020

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS

WHEREAS, there were departments that exceeded the adopted budget for the year and funds will be transferred to that department to cover the excess expenditures, and;

NOW, THEREFORE, BE IT RESOLVED THAT: it is recommended to the Iowa County Board of Supervisors a transfer of funds from the Iowa County General Fund to cover the Expenditures in Excess of Budget by Department in the following 2020 accounts:

Clerk of Court

100.04.51220.00000.210

Special Counsel \$ 5,513.59

Total Clerk of Court **\$ 5,513.59**

Employee Relations

100.05.51431.00000.110

Salary \$ 2,669.50

Total Employee Relations **\$ 2,669.50**

Coroner

100.10.51270.00000.110

Salary \$ 358.31

100.10.51270.00000.110

Cremation Wages \$ 200.00

100.10.51270.00000.151

Social Security & Medicare \$ 408.25

100.10.51270.00000.156

Workers Compensation \$ 230.39

100.10.51270.00000.256

Autopsies \$ 394.00

100.10.51270.00000.332

Travel/Mileage \$ 96.27

Total Coroner **\$ 1,687.22**

County Clerk

100.22.51420.00000.110

Salaries \$ 169.47

100.22.51440.00000.319

Election Supplies \$ 7,847.51

Total County Clerk **\$ 8,016.98**

Corporation Counsel

100.27.51320.00000.110

Salary

\$ 28,921.23

100.27.51320.00000.151

Social Security & Medicare

\$ 2,208.99

100.27.51320.00000.156

Workers Compensation

\$ 49.13

100.27.51320.00000.212

Outside Legal Counsel

\$ 11,589.41**Total Corporation Counsel****\$ 42,768.76****TOTAL****\$ 60,656.05**

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT: The Iowa County Board of Supervisors adopts the recommendations of the Executive Committee and approves the transfer of funds from the General Fund to cover the expenditures in excess of budget by department. The Board further directs the County Clerk to publish this Resolution pursuant to Wisconsin State Statute number 65.90 (5) (a) for the statutory requirement.

Dated this 15th day of June, 2021

Adopted this 15th day of June, 2021

John Meyers, Chairman

Attested by the County Clerk

Kristy K. Spurley

SOURCE-JE-ID VENDOR/CUSTOMER/EXPLANATION		REVISED	ANNUAL	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT	DESCRIPTION	FIL
-----		-----	-----	-----	-----	-----	-----	-----	-----	-----
100	GENERAL FUND									
78	EMERGENCY MANAGEMENT									
52502	COVID-19 INCIDENT COMMAND									
00000	GENERAL									
342	OTHER EXPENSES-COVID 19									
P-041720-050	PAYROLL INTERFACE		0.00	0.00	0.00	42,876.93	42,876.93		CODE-0, PER#-2, FUND- 100	----
M-042420-548	CARDMEMBER SERVICE	041720	056704		-	52.00	686.87		COVERALLS DIRECT	A
M-042420-548	CARDMEMBER SERVICE	056704	056704		-		435.60		COVERALLS DIRECT	A
M-042420-548	CARDMEMBER SERVICE	056704	056704		-		320.70		COVERALLS DIRECT	A
M-042420-548	CARDMEMBER SERVICE	056704	056704		-		1,390.00		COVERALLS DIRECT	A
J-043020-185	COVID 19 EM LAPTOPS	IC60			-	2,489.72	2,489.72		EM LAPTOPS -COVID 19	A
M-043020-550	PAUL CONWAY SHIELDS INC	056845	0456472-IN		-	700.00	700.00		COVID19 N95 MASKS	A
J-051120-193	COVID 19-EM OFFICE LIC	IC68			-	529.68	529.68		COVID 19-EM OFFICE LIC	A
D-051220-161	CARDMEMBER SERVICE	057026			-	33.55	33.55		PIGGLY WIGGLY	A
D-051220-161	CARDMEMBER SERVICE	057026			-	194.38	194.38		COVERALLS DIRECT	A
D-051220-161	CARDMEMBER SERVICE	057026			-	240.00	240.00		COVERALLS DIRECT	A
D-051220-161	CARDMEMBER SERVICE	057026			-	230.00	230.00		COVERALLS DIRECT	A
D-051220-161	CARDMEMBER SERVICE	057026			-	1,756.60	1,756.60		DISCOUNT MUGS	A
D-051220-161	CARDMEMBER SERVICE	057026			-	140.70	140.70		COVERALLS DIRECT	A
D-051220-161	CARDMEMBER SERVICE	057026			-	98.64	98.64		WALMART	A
D-051220-161	CARDMEMBER SERVICE	057026			-	240.00	240.00		WALMART	A
D-051220-161	CARDMEMBER SERVICE	057026			-	1,160.15	1,160.15		MED-VET INTERNATIONAL	A
D-051220-161	CARDMEMBER SERVICE	057026			-	89.89	89.89		AMAZON	A
M-051420-551	CARDMEMBER SERVICE	057026			-	44.99	44.99		AMAZON	A
M-051420-551	CARDMEMBER SERVICE	057026			-	306.24	306.24		THE BEISTLE CO	A
M-051420-551	CARDMEMBER SERVICE	057026			-	114.00	114.00		WALMART	A
M-051420-551	CARDMEMBER SERVICE	057026			-	112.00	112.00		COVERALLS DIRECT	A
M-051420-551	CARDMEMBER SERVICE	057026			-	60.04	60.04		AMAZON	A
M-051420-551	CARDMEMBER SERVICE	057026			-	107.80	107.80		AMAZON	A
M-051420-551	CARDMEMBER SERVICE	057026			-	22.85	22.85		AMAZON	A
M-051420-551	CARDMEMBER SERVICE	057026			-	17.99	17.99		AMAZON	A
M-051420-551	CARDMEMBER SERVICE	057026			-	17.99	17.99		AMAZON	A
D-062220-388	CARDMEMBER SERVICE	057524			-	60.49	60.49		MED-VET CREDIT	A
D-062220-388	CARDMEMBER SERVICE	057524			-	15.20	15.20		DISCOUNT MUGS CREDIT	A
D-062220-388	CARDMEMBER SERVICE	057524			-	254.80	254.80		MED-VET INTERNATIONAL	A
D-062220-388	CARDMEMBER SERVICE	057524			-	103.56	103.56		WALMART	A
D-062220-388	CARDMEMBER SERVICE	057524			-	68.79	68.79		WALMART	A
D-062220-388	CARDMEMBER SERVICE	057524			-	43.34	43.34		WALMART	A
D-062220-388	CARDMEMBER SERVICE	057524			-	144.14	144.14		WALMART	A
M-062220-549	CARDMEMBER SERVICE	057524			-	499.96	499.96		WALMART	A
M-062220-549	CARDMEMBER SERVICE	057524			-	5,846.60	5,846.60		COVERALLS DIRECT	A
D-062520-397	FAST SHELTER INC	057524			-	139.99	139.99		AMAZON	A
D-070720-439	OFFICE DEPOT-OH	057558	18154		-	5,251.00	5,251.00		FAST SHELTER	A
		057760			-	81.78	81.78		OFFICE SUPPLIES	A

SOURCE-JE-ID VENDOR/CUSTOMER/EXPLANATION		REVISED	ANNUAL	ENCUMBERED	ACT MTD POSTED AND IN PROCESS	ACT YTD POSTED AND IN PROCESS	REMAINING BALANCE	PCT
REF/REC/CHK		INVOICE	P.O. F 9	AMOUNT	DESCRIPTION	FIL		
100	GENERAL FUND							
78	EMERGENCY MANAGEMENT							
52502	COVID-19 INCIDENT COMMAND							
00000	GENERAL							
342	OTHER EXPENSES-COVID 19							
D-072220-508	000593 OFFICE DEPOT-OH	057935	102422900001	-	17.25	OFFICE SUPPLIES	A	
D-072220-508	086013 MIDWEST TRAILER SALES	057933	5002371-00	-	900.00	TRAILER RENTAL	A	
D-072420-537	CARDMEMBER SERVICE	057977		-	19.98	FARM & FLEET	A	
D-072420-537	CARDMEMBER SERVICE	057977		-	83.60	WALMART	A	
D-072420-537	CARDMEMBER SERVICE	057977		-	171.95	WALMART	A	
D-082120-648	CARDMEMBER SERVICE	058473		-	384.00	SURVEY MONKEY	A	
D-082120-648	CARDMEMBER SERVICE	058473		-	189.99	MED VET INT'L	A	
D-082120-648	CARDMEMBER SERVICE	058473		-	179.99	AMAZON	A	
D-093020-799	015785 FAST SHELTER INC	059142	ERS1625	-	11,746.00	MODEL FAST SHELTER	A	
D-101920-879	CARDMEMBER SERVICE	059451		-	219.96	AMAZON	A	
D-101920-879	CARDMEMBER SERVICE	059451		-	319.96	AMAZON	A	
D-101920-879	CARDMEMBER SERVICE	059451		-	4,693.60	AMAZON	A	
TOTAL: GENERAL		0.00		0.00	42,876.93	42,876.93-9999	----	
TOTAL: COVID-19 INCIDENT COMMAND		0.00		0.00	42,876.93	42,876.93-9999	----	
TOTAL: EMERGENCY MANAGEMENT		0.00		0.00	42,876.93	42,876.93-9999	----	
TOTAL: GENERAL FUND		0.00		0.00	42,876.93	42,876.93-9999	----	

AGENDA ITEM COVER SHEET

Title: Resolution-Carryover of Certain Accounts from 2020 to 2021

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Resolution: Carryover of Certain Accounts from 2020 to 2021

RECOMMENDATIONS (IF ANY):

Recommend to Approve

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution for Carryover of Certain Accounts from 2020 to 2021

FISCAL IMPACT:

Carryover over of funds at the end of 2020 to be spent in 2021. All have outside restrictions

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☒ Yes

☐ No

STAFF PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 minutes

COMPLETED BY: Jamie Gould

DEPT: Finance Department

2/3 VOTE REQUIRED:

☒ Yes

☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

Carryover of Certain Accounts Resolution

RESOLUTION NO. 21-0621 **CARRYOVER OF CERTAIN ACCOUNTS**

WHEREAS, at the November 3, 2020 the Iowa County Board approved resolution 7-1120 Carryover of Certain Accounts; and

WHEREAS, the use of certain revenues is limited by externally enforceable constraints; and

NOW, THEREFORE, BE IT RESOLVED, the following is a list of each carryover with externally restrictions including the amounts to be carried forward to 2021:

Department	Carryover	Restriction	Amount
Information Technology	Remaining 2021 Information Technology Budget	Expenses related to information technology	\$ 24,678.88
County Clerk	Election Grant	State/Federal Funds for the programming or purchases outside of the normal elections expenses	\$ 838.81
District Attorney	Crime Prevention Surcharge	Restricted funds collected from the crime prevention surcharge for grants for crime prevention purposes per resolution 4-0416	\$ 7,703.39
Register of Deeds	Remaining Redaction Fees collected but not yet spent	Redaction software that blocks out Social Security numbers on documents.	\$ 13,330.09
Land Records / GIS	Retained Fees – County Land Record Fees	Retained Fees qualified expenses per the County Land Records Modernization Plan and Wis. Ss. 59.72(5)(b)3	\$ 32,808.09
Land Records / GIS	Retained Fees – Computer Access.	Land Records Modernization Plan and Wis. Ss. 59.72(5)(b)3	\$ 28,194.61
Land Records / GIS	WLIP Grant	WLIP grant agreement and Wis. Ss. 16.967	\$ 101,662.10
Land Records / GIS	WLIP Training Grant	Qualified expenses per WLIP grant agreement and Wis. Ss. 16.967	\$ 2,666.00
Sheriff's Department - Capital Projects Fund	Jail Assessment Fees/Funds	Statutorily restricted (Wis. Ss. 302.46(2)) Jail maintenance and improvements	\$ 163,700.20
Sheriff's Department	K-9 Donations not spent	Donations – utilized for the K-9 program only	\$ 7,505.03
Sheriff's Department	Project Life Saver Funds	Designated Funds for Project Life Saver	\$ 326.00
Veterans Service Office	Donations received	Donations - Utilized at the discretion of the CVSO or as directed by the donor for expenses related to servicing the veterans	\$ 3,750.02
Library Aids	Taxes Levied for Libraries	Library Aid Taxes levied for the promotion of County Libraries	\$ 4,660.96
U.W. Extension Office	Registration Fees for Pesticide Training and Extension Conferences	Qualified expenses related to the pesticide training and extension conferences	\$ 9,337.96
U.W. Extension Office	Family Living State Revenue	Expenses related to the Family Living Program – State portion	\$ 2,358.88
Land Conservation	Donations	Conservation Youth Education programs	\$ 837.23
Land Conservation	Multi Discharge Variance Payments from Municipalities	To fund on-farm practice –phosphorus reductions projects and have 2 years to use the funds. Record in Deferred Revenue.	\$ 62,108.25

Carryover of Certain Accounts Resolution

Land Conservation	Clean Boats Clean Waters Grant	Carryover of unspent grant funding due to the Coronavirus pandemic	\$160.00
Social Services Department	Donations	Used for the purpose designated by the donor	\$ 7,815.85
Social Services Dept.	Restitution	Paid to the claimant as per court order	\$ 0.00
Aging and Disability Resource Center	Vehicle Trust	DOT funds for 85.21 transportation services	\$ 2,479.63
Aging and Disability Resource Center	Other Donation Trust	Donations used for the purpose designated by the donor	\$ 44,495.79
Bloomfield	Restricted Donations	Donations used for the purpose designated by the donor	\$ 558,798.98

Recommended this 15th day of June, 2021 to the Iowa County Board of Supervisors

Adopted this 15th day of June, 2021

Dated this 15th day of June, 2021

John Meyers, Chairman

Attested by the County Clerk

Kristy K. Spurley

AGENDA ITEM COVER SHEET

Title:ATV/UTV Ordinance #600.18B amendments for fines and fees.

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Upon review of the ATV/UTV Ordinance by staff, some clarifications and question came up regarding fines and enforcement of various provisions of the Ordinance.

RECOMMENDATIONS (IF ANY):

Recommend to amend and move to the County Board for revision.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Draft of proposed ordinance revisions.

FISCAL IMPACT:

None

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 MINS

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

IOWA COUNTY

ALL-TERRAIN and UTILITY TERRAIN VEHICLE ROUTE ORDINANCE

SECTION 1.0: INTRODUCTION

1.1 NAME

This Ordinance shall be called the Iowa County All-Terrain and Utility-Terrain Vehicle Route Ordinance.

1.2 INTENT

Following due consideration of the recreational and economic value to connect trail opportunities and weighted against possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, this ordinance has been created pursuant to County Board authority under Wis. Stat. ss. 59.02, 23.33(4)(d)3.b., 23.33(11)(a) and (am), and 23.33(8)(b) as amended.

1.3 DEFINITIONS

- A. All-Terrain Vehicle ("ATV") has the meaning specified within Wis. Stat. ss. 340.01 (2g).
- B. ATV/UTV Route shall mean a highway or sidewalk designated for use by all-terrain and utility-terrain vehicle operators by the governmental entity having jurisdiction.
- C. Utility-Terrain Vehicle ("UTV") has the meaning specified within Wis. Stat. ss. 23.33 (1), (ng).

1.4 SEVERABILITY

The provisions of this Ordinance shall be deemed severable and it is expressly declared that Iowa County would have passed the other provisions of this Ordinance irrespective of whether one or more provisions may be declared invalid. If any provision of this Ordinance or the application to any person or circumstance is held invalid, the remainder of this Ordinance and the application of such provisions to other persons and circumstances shall not be deemed affected.

1.5 SAVING CLAUSE

This Ordinance shall in no way be deemed to supplant or otherwise invalidate any provision of state statutes relating to the subject matter hereof. Any person entrusted with the enforcement of this Ordinance may; in the exercise of his or her discretion, proceed under applicable state statutes.

SECTION 2.0: ATV/UTV ROUTES AND OPERATION

2.1 RULES OF OPERATION

- A. All ATV/UTVs shall operate only on the paved portion of the roadway. Operation on the gravel shoulders, grassy in-slope, ditches, or other highway right-of-way area is prohibited and illegal.
- B. No ATV/UTV shall be operated at a speed greater than 30 miles per hour (MPH), or the posted speed limit, whichever is lower.
- C. No ATV/UTV may be operated on any designated route between the hours of 1:00 AM and 5:00 AM daily.
- D. All ATV/UTV operators shall ride in single file on the extreme right hand side of the paved portion of the highway except that left turns may be made from any part of the roadway which is safe given prevailing conditions.
- E. All ATV/UTV operators shall have their headlight and taillight illuminated, while operating on a county highway.
- F. All operators
 - a. of ATV's and UTV's must be 16 years of age or older.
 - b. Of ATV's, who are at least 16 years of age and who are born on or after January 1, 1988 shall possess a valid state-issued ATV/UTV Safety Certificate.
 - c. of UTV's who are at least 16 years of age and who are born on or after January 1, 1988 must possess a valid state-issued Safety Certificate.
 - d. of ATV/UTV's under 18 years of age and any passengers under 18 years old shall wear protective headgear while operating on route-designated county highways.
- G. Mandatory Use of Seatbelts during operation of a UTV. ALL occupants riding in, or operating a UTV, shall be required to wear a seatbelt when travelling on any trail or route within Iowa County.
- H. Possession of Open Intoxicants in an ATV or UTV while in operation. It shall be unlawful for any person to possess any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been broken, or the contents of the receptacle have been partially removed, while operating or as a passenger on an ATV or UTV on any road or road route in Iowa County.
- I. ATV/UTV operation shall be subject to all provisions of Wis. Stat. s. 23.33, and Wis. Admin. Code Ch. 46, which are adopted as a part of this ordinance by reference.

2.2 SIGNAGE OF ATV ROUTES

- A. Routes shall be marked with uniform all-terrain vehicle route signs in accordance with s. NR 64.12(7), Wisconsin Administrative Code. No person may do any of the following in regard to signs marking ATV/UTV routes:
- 1) Intentionally remove, damage, deface, move, or obstruct any uniform ATV/UTV route or trail sign or standard or intentionally interfere with the effective operation of any uniform ATV/UTV route or trail sign.
 - 2) Possess any uniform ATV/UTV route or trail sign or standard of the type established by the department for the warning, instruction or information of the public, unless he or she obtained the uniform ATV/UTV route or trail sign or standard in a lawful manner. Possession of a uniform ATV/UTV route or trail sign or standard creates a rebuttable presumption of illegal possession.
- B. Every area authorized as being closed to an all-terrain vehicle/utility-terrain vehicle shall be designated by a No all-terrain vehicle/utility-terrain vehicle pictogram sign having a reflectorized black all-terrain vehicle symbol, a red circle with a red line through it, and on a reflectorized white background with a minimum size of 12 inches by 12 inches or a green reflectorized background with a minimum sign size of 24 inches by 18 inches with a white message stating END ATV/UTV ROUTE and a white atv/utv pictogram; where appropriate, placed at the location of the end of an ATV/UTV route or at the closest side road intersection, and such location as to notify the ATV/UTV operators to not drive beyond that point.
- C. Intentionally Omitted.
- D. All required designated route signs shall be paid for by an ATV/UTV club, with approval, installation, and maintenance of the signs by the Iowa County Highway Department.
- E. The quantity and location of signage shall be reviewed and approved by the Iowa County Highway Commissioner, where appropriate, placed at the beginning of an all-terrain vehicle route within the county and at such locations and intervals deemed necessary to enable the ATV/UTV operators to follow the route.
- F. No sign may be mounted on any existing County sign post or telephone post/pole. Posts shall be suitably sized for mounting the necessary amount of signs at the location.
- G. No person shall operate an ATV/UTV contrary to any authorized and official posted sign.

2.3 DESIGNATION OF ROUTES

All requests for new or revised ATV/UTV route designations shall first be submitted to the Iowa County Traffic Safety Commission for review at its November quarterly meeting. The Iowa County Traffic Safety Commission shall review such requests for County Trunk

Highway (CTH) route designations and make a recommendation to the Iowa County Public Works Committee. The Public Works Committee shall review designation of ATV/UTV routes, including appropriate criteria for making a designation, and make a recommendation to the Iowa County Board of Supervisors. County highways designated as ATV/UTV routes shall be approved by the Iowa County Board of Supervisors by amendment of Sec. 2.3 of this Ordinance.

A copy of ATV/UTV routes, along with a map showing their location, shall be kept on file at the Highway Department. The Iowa County Highway Department shall file ATV/UTV routes adopted by this Ordinance with the Department of Natural Resources Conservation Warden for Iowa County and with the Madison, Wisconsin, Office of the Wisconsin Department of Natural Resources.

The Iowa County Highway Commissioner shall have the authority to temporarily close, suspend operation on, or terminate any ATV/UTV route enacted by this Ordinance for a period up to ninety (90) days due to hazard, safety, construction, or emergency conditions on any highway segment by placement of signage at the locations of the closure. The Highway Commissioner may also for a period of up to (90) ninety days, have the authority to designate any of the above closed segments to be opened for use and utilized for an alternate route. Alternates or closures for duration of greater than ninety (90) days shall be reviewed by the Public Works Committee.

- A. All Iowa County Trunk Highways shall be considered as ATV/UTV routes except as noted in Subsection B herein and posted as otherwise.
- B. The following sections of Iowa County Trunk Highways shall be PROHIBITED from ATV/UTV route usage and will be signed CLOSED to ATV/UTV traffic:
 - a. CTH A from the intersection of Heins Road easterly to USH 151.
 - b. CTH A in the Township of Moscow from Brue Road easterly to Dane County.
 - c. CTH B from Sunny Slope Road westerly to STH 39.
 - d. CTH BB from Hands Hill Road to STH 191.
 - e. CTH BH within and from Blackhawk Lake County Park westerly to STH 80.
 - f. CTH C from Fire #6279 driveway at the Spring Valley Inn easterly to and including the STH 14 intersection.
 - g. CTH C from High Point Road westerly to STH 23.
 - h. CTH C from STH 23 westerly to STH 130 in the Townships of Clyde and Wyoming.
 - i. CTH CH from County Farm Road northerly to STH 18.
 - j. CTH D from Sunny Ridge Road southerly to STH 39.
 - k. CTH DD from Pleasant View Road westerly to STH 39.
 - l. CTH E from Lost Grove Road easterly to STH 39.
 - m. CTH F from CTH A southerly to the Village of Blanchardville limits.
 - n. CTH F from Prairie Grove Road northerly to Dane County.
 - o. CTH H from Twin Court northerly to CTH Y / Dugway Road.
 - p. CTH H from Fire #7195 Pappas' Trading Post driveway northerly to and including the STH 14 intersection.
 - q. CTH HHH from Strutt Road southeasterly to USH 18/151.
 - r. CTH I in the Township of Clyde from CTH P (South) easterly to STH 130.
 - s. CTH II in the Township of Clyde from Adams Hill Road northerly to CTH I.
 - t. CTH K from Jones Street northerly to USH 18/151.
 - u. CTH K from CTH ID southerly to USH 18/151.

- v. CTH K from CTH HH north to Mounds Park Road.
- w. CTH K from Ridgeview Road northerly to Sweeney Road.
- x. CTH K from Zwettler Road northerly to Frame Road.
- y. CTH K from Roelke Road northerly to STH 14.
- z. CTH KK from CTH K easterly to Dane County.
- aa. CTH M from Hunter Hollow Road northerly to and including the STH 130 intersection.
- bb. CTH N in the Township of Clyde from Pine Knob Road southerly to CTH I.
- cc. CTH N from Wisconsin Avenue northerly to STH 133.
- dd. CTH NN in the Township of Clyde from CTH N to STH 130.
- ee. CTH O from the Lafayette County line northerly to Business 151 at Mineral Point.
- ff. CTH Q from Hazy Lane southwesterly to STH 80
- gg. CTH QQ from CTH Q north to STH 39.
- hh. CTH P from Hach Road westerly to STH 80.
- ii. CTH P from Busch Road easterly to STH 80.
- jj. CTH P from Old 80 Road northerly to STH 133.
- kk. CTH S from Ferrell Road westerly to STH 39.
- ll. CTH T from Schurch Road northerly to USH 18/151.
- mm. CTH T in the Township of Wyoming from Erdmann Road to STH 23.
- nn. CTH W from CTH DD northerly to STH 39.
- oo. CTH W from Sylvan Road southerly to STH 39.
- pp. CTH W from Sunny Ridge Road northerly to STH 39.
- qq. CTH Y from Governor Dodge Road westerly to USH 23/151.
- rr. CTH Y from McGraw Road northerly to STH 191.
- ss. CTH Y from STH 191 northerly to USH 18/151; with exception to the intersection with Section Line road.
- tt. CTH YD from the Midway Bowling Lanes driveway westerly to and including the intersection with USH 23/151.
- uu. CTH YZ from Evans Quarry Road southerly to USH 18/151.
- vv. CTH XX from CTH B northerly to STH 18.
- ww. CTH Z in the Township of Wyoming from Korback Road northerly to CTH T.
- xx. CTH ZZ from Fire Number #4425 westerly to STH 23.

- C. Under Wis. Stat. ss. 23.33(4)(d)3.b and 23.33 (11)(am)3., the County authorizes the operation of ATVs/UTVs on:
- i. STH 39 in the village of Linden and Town of Linden, from the intersection with Galena Street to the intersection with Dodgeville Street (also known as Wearne Road) including the bridge over Peddler creek, in the town of Linden ,Sec 8 and 9; T5N; R2E; a distance of 0.25 miles.
 - ii. STH 39 in the Town of Mineral Point and the City of Mineral Point, from the intersection of CTH QQ to the 30/45 speed limit transition near the City of Mineral Point, including the bridge over the Mineral Point Branch of the Pecatonica River, in Sec. 36; T5N; R2E, a distance of 0.5 miles more or less.
 - iii. STH 191, in the Village of Hollandale, from the intersection with 5th Avenue to the intersection with CTH K including the bridge over the Dodge Branch of the Pecatonica River, Sec.30; T5N; R5E; a distance of 787 feet more or less.

SECTION 3.0: ENFORCEMENT AND PENALTIES

This ordinance shall be enforced by any officer employed by the Iowa County Sheriff

Department or any other law enforcement official as set forth in Wisconsin Statute § 23.33(12).

3.1 PENALTIES

The penalty for violating any provision of § 2.1 of this ordinance or §§ 2.2(A) (1) or (2), (F), or (G) shall result in a forfeiture of not more than \$250.00, plus court costs.

SECTION 4.0: EFFECTIVE DATE

This Ordinance and subsequent amendments to it shall be effective on the date after publication. Ordinance No. 600.18B was adopted by the Iowa County Board of Supervisors on July 16, 2013, and amended at the following sessions of the County Board: April 21, 2015; April 19, 2016; December 20, 2016; December 19, 2017; March 20, 2018; March 19, 2019; December 17, 2019; March 17, 2020; March 16, 2021; June ? 2021.

AGENDA ITEM COVER SHEET

Title: Review revision to Policy #1116 Encroachments, Work in Right of way permi

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Policy #1116 has been revised to address placement, removal, and requests for livestock crossings on CTH's.

RECOMMENDATIONS (IF ANY):

Recommend to approve.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Draft of Policy Revisions.

FISCAL IMPACT:

None

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 Mins.

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:



Encroachments, Work in Right of Way, & Revocable Occupancy Permits

Date Originated: 1/28/2019

Date of Modifications:

Policy Number: 1116

1. PURPOSE:

This Policy is established to explain the Highway Department's responsibility to protect the public road right of way from encroachments. This policy is established to preserve and protect the public right of way from encroachments by adjacent private landowners or neighboring properties. By adoption of this policy the Department is required to disallow or deny new encroachments, to actively pursue new encroachment violations for removal, to issue orders for removal of encroachments identified as being unsafe to the travelling public, or to issue permits for encroachments not posing an immediate safety hazard to the public but which existed prior to the adoption of this policy.

2. ORGANIZATIONS AFFECTED:

All citizens and residents of Iowa County living adjacent to the public right of way of the county trunk highway system. Employees of the Iowa County Highway Department.

3. POLICY:

The Department shall work to identify all encroachments which existed prior to the adoption of this policy. The listing of those encroachments by property description, tax parcel, or address shall be attached to this policy as an addendum when completed by the Department. Then, the Department shall work to identify, remove, and preclude all future encroachments. With regards to new encroachments; the Department shall investigate all notices or complaints of encroachment, notify landowners when their activities encroach upon the public right of way, and work to remove all encroachments from the public right of way to the fullest extent possible for the preservation and protection of its' use for the public good. With regards to existing encroachments, the Department shall work to remove all existing encroachments from the Clear Zone, shall work to remove all encroachments within the right of way if they pose an immediate safety hazard to the travelling public, or may issue a Revocable Occupancy permit for any pre-existing encroachments which are allowed to remain within right of way.

4. REFERENCES:

Wisconsin Administrative Code TRANS 200 Erection of Signs on Public Highways and Handicapped Parking Signage; Wisconsin State Statute Chapters 23.0 Conservation, CH32.0 Eminent Domain, CH82.0 Town Highways, CH83.0 County Trunk Highways, CH86.0 Miscellaneous Highway Provisions, CH90.0 Fences, CH196.0 Regulating Utilities, CH346.0 Rules of the Road, and CH349.0 Vehicles – Powers of Local and State Authorities. Iowa County Ordinances 300.05 Highway Access for Special Events, 400.01 Zoning Ordinance, 600.18B All-terrain and Utility Terrain Vehicle Route Ordinance and 800.02 Highway Access Ordinance. Section 8.0; Code of Federal Regulations 23 Subpart 665 known as the Manual on Uniform Traffic Control Devices and its' Wisconsin

Department of Transportation Supplement. Iowa County Policy Manual Policies numbered #1102 Fence Damage, #1103 Mailbox Damage, #1104 Mailbox Installation Guide, #1106 Utility Accommodation Policy, and #1106.1 Utility Accommodation Policy Supplement.

5. PROCEDURES:

The highway right of way shall be preserved and protected for the safe use of the travelling public and for providing access to citizens and residents. The Department shall manage and regulate encroachments in accordance with state statutes with a goal of removal therefrom.

- A. An encroachment is an intrusion onto, over, or under the rights or property of another. In general, an encroachment with regards to this policy is an intrusion by property of a private party onto the right of way of the public. An encroachment may be a fence, stand, sign, object, building, driveway, mailbox, utility, livestock crossing, or other structure or use.
- B. The Clear Zone is defined within the Wisconsin Department of Transportation Facilities Development Manual CH 11-15 and illustrated in Attachments 1.9, 1.10, and 1.11. It is defined as the roadside border area which is made available for safe use by errant vehicles.

The Clear Zone starts at the edge of the paved surface (travelled way) and consists of the shoulders, auxiliary lanes, recoverable slopes, and any traversable but non-recoverable slope with a clear run-out beyond the toe of the slope. Clear Zones should not contain any critical features, objects of non-breakaway design, or non-traversable slopes; with exception to guardrail protection devices. For the purposes of this policy, all objects within the Clear Zone shall be either removed, redesigned to be traversable, relocated outside of the right of way, or made to be break-away. In some cases, an encroachment may be allowed to remain within the Clear Zone and right of way if shielded or guarded by a barrier. Costs for installation of barriers for shielding private encroachments shall be borne by the property owner of the encroachment, unless the guardrail pre-existed this policy date. In most instances; the Department will work to remove all encroachments within the Clear Zone, and most encroachments from the highway right of way.

Residents who want to erect or install objects along the right of way shall abide by the zoning regulations in effect at the location with regards to locations, setbacks, and requirements for placement. Encroachments which exist in the right of way are categorized as being either of a break-away or non-breakaway design. A breakaway design object is engineered to break apart or collapse when hit by an errant vehicle or other object; thereby allowing the vehicle or object to pass through or past the object. Non-breakaway objects are those which are fixed in design, and do not allow a vehicle or object to pass by or continue in its' path. Non-breakaway objects shall be discouraged from being erected within the county highway right of way, and shall not be allowed within the highway Clear Zone as defined above. Non-breakaway objects allowed to remain on the right of way by Revocable Occupancy Permit may require shielding by barrier or guardrail. Breakaway design objects may be allowed to exist within the right of way and Clear Zone, when allowed by the Department by permit. Objects allowed to remain indefinitely within the right of way by the Department shall be issued either an Adopt-a-Highway Permit, Highway Access Permit, Private Utility Permit, Revocable Occupancy Permit, Tourist Oriented Directional Signage Permit, Work in Right of way Permit, or Utility Permit.

Fences. Fences and other structures are required to be located outside of the public right of way. Wisconsin State Statute 86.03 states that no person shall build or reconstruct any fence within the public right of way. Residents may reconstruct fences along the right of way without a permit as long as erected beyond or at the right of way limits. Residents should contact the Highway Department to locate the right of way along their parcels prior to reconstructing or erecting fences. See Policy#1102 regarding Damages to Fences.

Obstruction of Highway Embankment, Highway, Ditch, or Cultivation. No materials of any kind shall be left on the highway not closed to public travel in piles or rows by anyone. No person shall injure any highway by obstructing or diverting any creek or watercourse or by dragging logs or timber or any other act. No person shall plow, cultivate, or work any lands such that to interfere with or obstruct any drainage in any public highway ditch. No person shall operate any farm or other machinery on, over, along, or across any public highway in such a manner as to cause damage to said highway. No person shall willfully or maliciously make any ditch, depression, embankment, or place any obstruction in any public highway intended or calculated to impede or incommode the use of the highway, or place any obstruction in any ditch utilized to drain any highway.

Livestock or Cattle Crossings. The Highway Department shall have authority to determine whether a livestock crossing is to be installed or not at any given location on the basis of safety, traffic volume, terrain, or other considerations effecting the road and bridge infra-structure or right of way use.

A Landowner may request a livestock crossing on the right-of-way adjacent to their property. The following types of livestock crossings may be requested:

- A. At Grade Livestock Crossing - Owners or operators of livestock are provided some liability protection in Wisconsin State Statutes SS 346.21 for guiding their livestock across roads. In situations where livestock are being led across county highways by owners/operators at set locations in the right of way; the owner may request livestock crossing signage at the location of the crossing through a "Work in Right-of-Way Permit". The Department shall review locations of requests for crossings to determine if signage is warranted based on sight visibility, safety, traffic volume, and other concerns in accordance with the guidelines of the Manual of Uniform Traffic Control and Devices and the Wisconsin Supplement.
 - 1) If deemed relevant for the location, the Department may install signage to mark the requested locations to warn or notify drivers of a livestock crossing location.
 - 2) The owners requesting at grade crossing signage shall be responsible for any roadway, ditch drainage, culvert, or other infrastructure damages caused or revisions required at the location of the crossing by their animals per state statute.
 - 3) The Department may require Owners to install a suitable gravel crossing, gates, fencing, culverts, and other appurtenances to guide or lead animals to and through the location as directed and/or determined by the Department. When said crossings cease to be utilized as evidenced by the removal of fencing and the owner is notified by the Department; the owner shall remove the improvements and restore the right of way to its' original condition at their costs, or the Department may do so and charge those costs to the Owner.

- 4) The Department may remove livestock crossing signage when determined to be no longer relevant or utilized at its' discretion.
- B. Below - Grade Separation - In the event the act of leading livestock across highways is on a regular basis or daily routine; an owner may request a below-grade separation livestock crossing structure be installed under the highway through a "Private Utility Agreement Form" under the following conditions:
- 1) If a landowner owns property on both sides of the road at the location of the proposed crossing.
 - 2) If a landowner owns property on one side of the highway and has an agreement (rental or otherwise) from the opposite adjoining landowner for use of their property at the point of the crossing request on the other side of the highway.
 - 3) The Landowner shall be responsible for all costs associated with the care, maintenance, upkeep, and usage of the crossing for their own usage and for the usage of the travelling public as requested or required by the Highway Department.
 - 4) The landowner shall fill out and submit a "Private Utility Agreement Form" from Policy #1106.1 Utility Accommodation Supplemental Provisions, which defines responsibilities of the owner applicant for the improvement.

The Department shall determine if a below - grade separation structure is feasible for the location(s) the owner is requesting. The owner shall agree to cover all costs for installation and maintenance of the crossing for the life of the crossing. After issuance of Private Utility Agreement; the Landowner shall install or cause to be installed the crossing in accordance with the requirements of the permit and agreement.

- C. Existing livestock below - grade separation structures, which pre-exist the date of this policy. Existing below-grade separation livestock crossings; which are determined to be in good condition, may continue to be utilized for the purposes intended with their initial installation. However, when an existing livestock crossing is determined to be removed at the discretion of the Department; the Landowner shall be required to file for a permit for its' replacement and cover all costs associated with its' replacement. The following conditions shall be the determination for the grounds of removal of an existing Cattle or Livestock Crossing at the discretion of the Department;
- 1) When notified by an adjacent landowner of an existing crossing no longer being necessary, relevant, or utilized.
 - 2) When the condition of the structure deteriorates to the point where it will no longer pass vehicle traffic safely, or the Highway is at-risk of failure due to rust, holes, or other issues affecting its' condition.
 - 3) When such fencing at the crossing and or the pasture leading to the crossing ceases to exist or be utilized as evidenced by its' condition.
 - 4) When a safety, incident, or other contributing factor exists which affects users of the highway; such as an unprotected vertical dropoff within the Clear Zone of the Highway.
 - 5) When the Department performs a surface improvement project; so as to address concerns with safety and hazards due to obstructions within the Clear Zone.

The Department shall determine when pre-existing Livestock Crossings are to be removed based on the criteria given above. The Department shall remove those cattle crossings determined to no longer be in use.

Trees, Shrubs, and Landscaping. Trees, shrubs, and other landscaping planters or features are not to be installed on county trunk highway right of way. Specifically, trees and landscaping planters or features are a hazard to travelling motorists as those items are not breakaway or traversable. In locations of private residences, it is recognized that landowners want to provide privacy and screening by addition of landscaping. Any shrubs, bushes, hedges, or landscaping shall be installed off of the right of way. Trees shall be installed off of right of way, and preferably such that the drip line of the tree is also behind the right of way line. Often trees are planted to close to the right of way, necessitating the Department to trim mature trees back to the trunk as a result of overhangs onto the highway, thereby limiting their effectiveness as ornamental or being naturally aesthetic. Flower beds and similar features may be allowed on the right of way by Work in Right of Way Permit as long as maintained in a neat and orderly appearance by the landowner. The growth height of the plantings shall not exceed 18 inches. The feature is planted beyond the highway ditch line or Clear Zone or within 10 feet or less of the owner's land; whichever is most restrictive, the feature is not built up, depressed, or raised from the surrounding topography, and the plantings are small in size so as to be breakaway or traversable by an errant motor vehicle.

Signs. Signs shall not be installed within any County Trunk Highway right of way in accordance with Wisconsin State Statutes 83, 86, and 349, Wisconsin Administrative Code Trans 200, and Ordinance 400.02 County Zoning Ordinance. Some signs recognizing businesses are allowed within county highway right of way as described in Ordinance #800.07 Tourist Oriented Directional Signage, Policy #1117 Adopt-a-Highway Signs, and Ordinance 600.18B All-Terrain Vehicle and Utility-Terrain Vehicle route signage all of which shall be installed by the Highway Department. Signs marking private utility installations on Highway Right of Way shall be placed and maintained by the owners of the utility through either a Private Utility Agreement and Work in Right of Way Permit or a Utility Permit in compliance with Policy #1106 Utility Accommodation Policy in accordance with the Agreement. Public Utilities in right of way shall be allowed to install signs and markers immediately adjacent to their utility for the purposes of marking the location thereof, in accordance with Policy #1106 Utility Accommodation Policy. Signs within county trunk highway right of way within the limits of villages or cities shall be regulated by the city or village, unless regulations do not exist in which case they shall be subject to this policy.

Citizens may request signage installations for warning, guidance, regulatory or informational purposes for highway users as regulated by Wis. State Statue 349.065, the Manual of Uniform Traffic Control and Devices (MUTCD), or the Wisconsin supplement to the MUTCD. In an effort to control the amount of signage in the highway right of way, the Department shall have the determination on adding additional signage or not. The Department shall follow the guidance provided in the MUTCD in making said determinations. Some examples of signage requests are; (this listing is not intended to be all-inclusive)

- Speed limit signage or speed limit revision
- Advance notification / warning signage – School Bus Stop, Driveway Visibility, etc.

- Crossings for Livestock, Pedestrians, Playgrounds, Schools, Farm Machinery, etc.
- No parking
- ATV-UTV Routes
- Tourist Oriented Directional (TODs) Signage
- Guide or recreational or Cultural Interest Signage
- Adopt-a-Highway

Mailboxes. Mailboxes are allowed within the county highway right of way for provision of service to residents. Mailbox installation guidance is governed and provided by the United States Postal Service. All mailboxes and posts shall be of a breakaway design, so as to not present a safety issue to the travelling public. No mailbox shall be allowed within the Clear Zone of any county trunk highway which is not of a breakaway design. Mailboxes shall not be set in or on concrete or masonry posts. Mailboxes shall be of the size governed by the Postal Service. Mailbox posts shall be of 4x4 wooden or 2 inch steel posts or smaller in size per the installation guidelines. In instances of multiple mailboxes placed at a single location, the posts and mailbox attachment devices shall be designed to be breakaway. See policy #1102 Mailbox Damage and #1103 Mailbox Installation Guidelines. Newspaper collection boxes shall be mounted adjacent to mailboxes and shall be of similar construction or type.

Driveway Accesses and Related Appurtenances. All driveway accesses that connect directly to a county trunk highway must receive a permit from the Iowa County Highway Department prior to their installation per Ordinance 800.02. Existing use driveways are grandfathered for usage in accordance with the Highway Access Ordinance. Driveway approach and culvert connections to the county trunk highway system shall be designed to be traversable in accordance with the ordinance. Rural concrete driveway approaches within the public right of way must be located beyond the edge of the roadway shoulder. Temporary Driveways, or those lasting less than 1 year; shall be constructed under a Work in Right of Way Permit, but the construction requirements shall meet those of the Highway Access Ordinance.

Retaining Walls or Private Culvert Headwall Structures. Headwalls for culverts, or retaining walls may pose potential hazards to the travelling public and may hinder highway maintenance and snow removal. No private culvert headwalls or retaining walls shall be allowed within the public right of way. Slopes parallel or perpendicular to the travel way shall be constructed to be traversable for errant vehicles. Setbacks are required for structures along the county trunk highway per the County Zoning Ordinance.

In general, the Department shall work to deny, disallow, preclude, restrict, and/or remove all new encroachments from the highway right of way; other than those as identified below. When encroachments are identified the Department shall mail notices to property owners of the encroachment notifying them of violations. If removal is warranted, the Department will provide a timeframe for corrective actions to remove the encroachment. If the encroachment is allowed to remain (for pre-existing encroachments only), the Department will provide the permit process and conditions of allowance regarding the object or encroachment.

Some encroachments are allowable in the public right of way for the purpose of providing services to the citizens, residents, and public. Examples of these encroachments include mailboxes, utilities, driveways, flower beds, and similar objects. The Department shall determine what encroachments are allowable and shall manage their type, size, kind, location, and construction through various permitting processes. The Department utilizes the following permit processes to manage encroachments:

- A. **Adopt-a-Highway Permit** – regulates and allows private parties to adopt portions of county trunk highway right of way to volunteer for the purposes of cleanup and litter removal. Signage is installed at each end of the adopted segment to recognize the volunteer group or organization who is performing the service. The members of the organization perform these tasks within highway right of way. The organization may not be associated with a partisan or political group. See the County Adopt-a-Highway Policy.
- B. **Driveway or Highway Access Permit** – regulates driveway location, size, construction, and other criteria along county trunk highways. The Department shall regulate Highway Access or Driveway locations and placement through Ordinance #800.02 Highway Access Ordinance. Mailboxes are allowed as a part of the driveway access permit and for the provision of service by the postal service. New driveway access mailboxes shall meet the postal service guidelines or be issued encroachment violation notices to be in compliance. Pre-existing mailboxes with non-breakaway designs shall be sent notices of encroachment violations, so landowners are notified of risks or hazards to motorists and liability for those hazards and will be left to the landowner to correct or not.
- C. **Revocable Occupancy Permit** – regulates allowance of pre-existing encroachments within the right of way. Revocable occupancy permits shall be regulated by this policy. In some situations existing features or objects will be allowed to remain within the right of way and out of the clear zone if the objects removal or relocation would cause a hardship on the landowner.
- D. **Tourist Oriented Directional Signage (TODS) Permit** – regulates directional signage for private businesses which are not located on the county trunk highway where the signs are located. TODS signage is regulated under County Ordinance.
- E. **Utility Permit or Private Utility Agreement** – regulates public and private utility placements into, on, or along the highway right of way. The Department shall regulate utilities in right of way through Policy #1106 Utility Accommodation Policy and Policy #1118 Utility Accommodation Policy Supplemental Conditions. Private utility installations shall not be placed within the right of way without a Private Utility Agreement executed by the party making the request and either a Utility Permit or a Work in Right of Way Permit depending on the nature of the work. A Work in Right of Way Permit is intended for short duration or temporary installations.
- F. **Work in Right of Way Permit** – regulates placement of encroachment activity by private individuals. Work in right of way permits shall be regulated by this policy and are issued primarily for routine or annual short duration or temporary installations.
- G. No other buildings, structures, objects, or encroachments shall be allowed within the county highway right of way.

If an item is identified which existed within the right of way prior to the adoption of this policy, the Department may determine to allow the encroachment to remain; unless it is of a non-breakaway design and lies within the Clear Zone as established by the Wisconsin Department of Transportation Facilities Development Manual CH 11.0. If the Department makes a determination to allow a pre-existing encroachment to remain; either a Work-in-Right-of-Way Permit or Revocable Occupancy Permit shall be issued to document its' location and notify the owner of the County's right to have it removed in accordance with Wisconsin State Statute 86.04 - Highway Encroachments. For the safety of the travelling public, whether existing or new; no fixed or non-breakaway objects will be allowed to remain within the Clear Zone of the county trunk highway unless it is shielded or guarded.

When an existing non-breakaway design item has been identified as being within the highway Clear Zone, the Department shall issue a notice of removal of the encroachment to the owner along with an order for removal within thirty (30) days. If the item is not removed within the time allowed, the Department shall remove the object and charge any costs for the removal to the responsible party per state statute. If the non-breakaway item is a building which resided prior to the adoption of this policy; the Department may issue a revocable occupancy permit and allow the building to remain for example in instances where there is no accident history and the building is within compliance of the Zoning Ordinance. When an existing non-breakaway design item is identified as being within the right of way, but out of the Clear Zone; the Department may do the following:

- A. **Issue a Revocable Occupancy Permit.** A Revocable Occupancy Permit is a permit which notifies a landowner of an encroachment onto the public right of way. The permit identifies the encroachment, its' location, and the reason the encroachment may remain. The permit will stipulate the situations where the encroachment may remain, and specify the conditions of its removal. In addition, the permit officially notifies the landowner and future property owners of their responsibility for the removal of the encroachment under certain circumstances. The permit is tied to the tax parcel by deed description of the right of way portions occupied and recorded with the Registrar of Deeds Office, so as to remain an encumbrance on the owner of the property. The permit also clarifies the encroachment is allowed to remain (permitted) and maybe required to be removed by the Department at any time.
- B. **Issue a Work in Right of Way Permit.** A work in right of way permit is for a temporary or short term duration encroachment or for a private utility placement request. Landowners requesting a private utility installation on county trunk highway right of way shall file either a Work in Right-of-Way Permit or a Utility Permit as an intent of installation, provide a plan depicting and describing the type and purpose for the utility installation, and sign a Private Utility Agreement before the installation will be allowed. A sample Private Utility Agreement is attached hereto this policy.
- C. **Issue a Notice of Encroachment.** When an encroachment object is identified within the right of way, the Department shall issue a notice of encroachment to the adjoining landowner along with an order for removal within thirty (30) days. If after thirty days, the notice has expired; the Department may remove and dispose of the encroachment, restore the disturbed area, and charge the owner of the land for any costs incurred by the Department in the act of the removal.