

	*Agenda* Executive Committee Tuesday May 9, 2023 – 5:30 pm Conference Call 1-312-626-6799 Zoom Meeting ID: 883 4888 7561 Passcode: 454700 https://us02web.zoom.us/j/88348887561 Health & Human Services Center – Community Room 303 W Chapel St Dodgeville, Wisconsin	Iowa County Wisconsin
For information regarding access for the disabled, please call 935-0399.		
<i>Any subject on this agenda may become an action item.</i>		
1	Call to order.	
2	Roll Call.	
3	Approve the agenda for this May 9, 2023 meeting.	
4	Approve the minutes of the April 11, 2023 meeting.	
5	Opportunity for members of the audience to address the committee.	
6	Consider Repealing Ordinance 800.01A and 400.12 re: the Tri-County Airport.	
7	Consider MHTC Agreement for Services to portions of Iowa County.	
8	Consider Resolution Recommending 2022 Budget Amendments for Various Departments.	
9	Consider Resolution 2022 Transfer of Funds from the General Fund Balance.	
10	Consider Resolution for Carryover of Certain Accounts from 2022 to 2023.	
11	Senior United for Nutrition Update on Improvements.	
12	Discussion on UniverCity idea from County Administrator	
13	County Administrator's Report.	
14	Motion to convene in closed session pursuant to section 19.85(1)(c), Wisconsin Statutes, to consider employment, promotion, compensation or performance evaluation of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Discuss Administrator's contract).	
15	Motion to return to open session.	
16	Possible action on closed session item.	
17	Set date and time for next meeting. (June 13, 2023 at 5:30 p.m.)	
18	Adjournment.	
	Posting verified by the County Clerk's Office: Megan Currie, Deputy Cty Clerk Date: 5-5-2323 @ 12:00 pm	



**Draft Minutes
Executive Committee
Tuesday April 11, 2023 – 5:00 pm
Health & Human Services Center – Community Room
303 W Chapel St
Dodgeville, Wisconsin**

**Iowa
County
Wisconsin**

1	Call to order. The April 11, 2023, Executive Committee meeting was called to order by Chairman John Meyers at 5:00 p.m.
2	Roll Call. Present at roll call: Supervisors John Meyers, Dan Nankee, Mike Peterson, Curt Peterson, Mel Masters, Kim Alan, and Justin O'Brien (seated for Dave Gollon). Excused Absence: Dave Gollon Others present: Larry Bierke, Jamie Gould, Dave Morzenti, Sheriff Mike Peterson, and Cecile McManus. Others present via Zoom: Supervisor Joan Davis
3	Approve the agenda for this April 11, 2023, meeting. Motion by Sup. Nankee seconded by Sup. Alan to approve the amended agenda for the April 11, 2023, meeting. Motion carried.
4	Approve the minutes of the March 14, 2023, meeting. Motion by Sup. Masters seconded by Sup. M. Peterson to approve the minutes for the March 14, 2023, meeting. Sup. O'Brien abstained. Motion carried.
5	Opportunity for members of the audience to address the committee.
6	Consider Resolution to Transfer of Funds from Capital Projects Fund Balance to Highway Dept. Motion by Sup. M. Peterson seconded by Sup. Masters to amend resolution to increase budget transfer from \$560,000 to \$570,000 and move the amended Resolution Transfer Funds from Capital Projects Fund Balance to Highway Department to County Board. Motion carried.
7	Consider Resolution Establishing Staffing for Kitchen at the Iowa County Law Enforcement Center. Motion by Sup. Nankee seconded by Sup. O'Brien to approve Resolution Establishing Staffing for Kitchen at the Iowa County Law Enforcement Center. Motion carried.
8	Preliminary Financial Reports for the period ending 12/31/2022. Finance Director Gould answered questions.
9	County Administrator's Report. County Administrator Bierke provided the committee with an update on the old jail land

	transfer to Southwest Wisconsin Technical College.
10	Set date and time for next meeting. The next Executive Committee meeting will be held on May 9, 2023 at 5:30 p.m.
11	Adjournment. Motion by Sup. Nankee seconded by Sup. Masters to adjourn at 5:24 p.m. Motion carried.
	Prepared by Jamie Gould.

AGENDA ITEM COVER SHEET

Title: Ord Repealing Ord. 800.01A and 400.12 re: the Tri-County Airport

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Iowa County staff have been working on the dissolution of all aspects of our involvement in the Tri-County Airport for many years. The attached ordinance repeals two separate Iowa County Ordinances that provided guidance and regulations for the County Airport. These ordinances are no longer applicable or needed.

RECOMMENDATIONS (IF ANY):

Adopt this Ordinance repealing Ordinance 800.01A and Ordinance 400.12

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☐ No

If yes, please list below:

Attached is the ordinance that repeals the two ordinances. Also attached are copies of the two ordinances being repealed.

FISCAL IMPACT:

None.

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:

ORDINANCE NO. 1001.01

AN ORDINANCE REPEALING ORDINANCE
800.01A AIRPORT OPERATION ORDINANCE

AND

ORDINANCE 400.12 REGULATING THE HEIGHT OF STRUCTURES AND TREES IN
THE VICINITY OF THE TRI-COUNTY REGIONAL AIRPORT, LONE ROCK, SAUK
COUNTY, WISCONSIN

The County Board of Supervisors of the County of Iowa does ordain as follows:

Ordinance No. 800.01A. is hereby repealed in its entirety.

Ordinance No. 400.12. is hereby repealed in its entirety.

Approved and adopted by the Board of Supervisors in the County of Iowa on this ____ day of April 2023.

IOWA COUNTY, WISCONSIN

By: John M. Meyers, Chairman
Iowa County Board of Supervisors

ATTEST:

Kristy K. Spurley, County Clerk

Published:

Ordinance No. 800.01A

AIRPORT OPERATION ORDINANCE

TRI-COUNTY AIRPORT

Lone Rock, Wisconsin

AN ORDINANCE Establishing Airport Operation Policies and Land Use within the Boundaries of the Tri-County Airport.

The county boards of Sauk, Iowa, and Richland Counties do, under the authority of Wis. Stat. §§ 114.11 through 114.151, ordain as follows:

SECTION I – DEFINITION OF WORDS AND PHRASES.

- A. "Airport" means the Tri-County Airport located at E2525 County Road JJ, Spring Green, Wisconsin 53588.
- B. "Commission" means the Tri-County Airport Commission as established by the Owner, under Wis. Stat. § 114.14, which has jurisdiction for the construction, improvement, equipment, maintenance, and operation of the airport as set forth in SECTION III.
- C. "Corporate Hangar" means a building housing one or more aircraft for the personal or business use of the hangar owner or lessee, and wherein no commercial activities are allowed.
- D. "Fixed-Base Operator" means any person, firm, corporation, or association conducting any aeronautical business on the airport.
- E. "Hangar" means a building designed or used primarily for the housing or storage of aircraft.
- F. "Manager" means the person employed by the Commission as set forth in SECTION III.
- G. "Multiple T-Hangar" means a building composed of partitioned, nested units designed to house no more than one aircraft in each unit and having single door openings for each unit.
- H. "Owner" means Sauk, Iowa, and Richland Counties.

SECTION II – AIRPORT LAND USE. In order to regulate the development and use of the Airport, the Airport shall keep and update an Airport Layout Plan, as required.

SECTION III – AIRPORT COMMISSION AND MANAGER

A. Commission Organization.

1. The Commission shall consist of seven members, six of whom shall be supervisors appointed by the chairperson of the Sauk, Iowa, and Richland county boards (two from each county), subject to approval of the respective county boards. The seventh member shall be a regular airport user when appointed.
2. The terms of the county board supervisor members shall be determined by the county

boards appointing each member. Upon approval of the Commission and the county boards of the Owner, the airport user Commission member shall serve a term of three (3) years.

3. The compensation of the county board supervisor members shall be determined by the county boards appointing each member.
4. The Commission shall elect one supervisor member to serve as chairperson and one supervisor member to serve as secretary. The secretary shall keep an accurate record of all Commission proceedings and transactions and shall provide minutes detailing those proceedings and transactions to the Sauk, Iowa, and Richland county clerks.
5. Commission member votes shall be weighted as follows: Sauk County – twenty-four-and-one-half percent (24.5%) each, Iowa County twelve-and-one-half percent (12.5%) each, Richland County twelve-and-one-half-percent (12.5%) each and Airport user one percent (1.0%).
6. The airport user Commission member, subject to Commission guidance, shall actively promote and support the Airport and communicate Airport information with and from current and potential airport users and others.

B. Commission Authority and Duties. Subject to the limitations in Subsection C below:

1. The Commission shall have jurisdiction for the construction, improvement, equipment, maintenance, and operation of the Airport.
2. The Commission shall recommend regulations and fees or charges for the use of the Airport consistent with this ordinance. Such regulations, fees, and charges will be effective when approved by the Owner.
3. Sauk County shall hire an Airport Manager for the Airport and set the compensation, benefits, expense reimbursements to be paid. The Airport Manager shall be a Sauk County employee. Sauk County, with assistance of the Commission, shall establish performance review standards for the Airport Manager and Sauk County shall conduct annual performance reviews of the Manager with input from the Commission. The Commission shall reimburse Sauk County for the salary, employee benefits, and expenses paid by Sauk County to or on behalf of the Manager.
4. The Commission may hire and fix the compensation of independent contractors as necessary, including an independent contractor to perform essential Airport management functions during a temporary absence of the Airport Manager
5. The Commission may contract with the United States, State of Wisconsin or other governmental and non-governmental entities when necessary to fulfill its responsibilities for the construction, improvement, equipment, maintenance, or operation of the Airport.
6. The Commission, subject to approval of Owner, may contract with private parties for a term not to exceed five (5) years for the operation of the Airport, including all necessary arrangements for the improvement, equipment, and successful operation of the Airport.
7. The Commission shall procure and maintain in full force and effect insurance in forms and levels sufficient to protect the Owner, the Commission, individual members of the Commission, Airport employees and the Airport from any liability arising from the

operation of the Airport.

8. The Commission shall, in cooperation with the Sauk County Finance Department, establish an airport accounting system of sufficient detail to enable the Commission to accurately ~~establish~~ recommend rates and charges, eliminate inefficient operation and maintenance practices, and accomplish sound financial planning.
9. The Commission shall, in cooperation with the Manager and Sauk County Finance Department, prepare and submit an annual report to the Owner. The report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year, and projects for the coming year, and include other information deemed pertinent.
10. The Commission shall prepare and submit to the Owner an annual budget setting forth anticipated revenues and expenditures, including capital improvements.
11. The Commission shall prepare and submit for adoption by the Owner an ordinance establishing minimum requirements for the conduct of aeronautical services on the Airport and an ordinance regulating vehicle and pedestrian traffic on the Airport. Current and future ordinances submitted by the Commission and approved by the Owner are incorporated by reference and shall be deemed part of this Agreement as if set forth fully herein.
12. The Commission shall approve and utilize standard leases and agreements for the various types of airport activities and land uses authorized in this ordinance.
13. The Commission shall make studies and conduct surveys as appropriate to assist in improving the operation of the Airport. It shall cooperate with the Wisconsin Bureau of Aeronautics and the Federal Aviation Administration in airport and system planning functions and other activities.
14. The Commission shall cooperate with, and receive the cooperation of, all departments of the Owner providing services or assistance to the airport.
15. The Sauk County Corporation Counsel shall serve as legal counsel for the Commission. The Commission may engage other non-legal professional services when necessary for the Airport.

C. Limitations on Commission Authority. The exercise of authority by the Commission under Subsection B above shall be subject to all of the following conditions:

1. The Commission shall preserve public access and use of the Airport and the public may in no case be deprived of equal and uniform use of the Airport.
2. The Commission is not a subunit of Owner and no act, contract, lease, or any activity of the Commission shall be or become binding on or deemed an act of Owner unless specifically authorized by Owner, and then only to the extent specifically authorized.
3. The Commission is a governmental body. The Commission and its members shall comply with all laws applicable to governmental bodies and public officials. No member of the Commission may vote on the question of his or her selection as Manager nor on any question as to his or her compensation.

D. Manager Authority and Duties. The Airport Manager shall have the following authority and duties:

1. The Manager, under the supervision of the Commission, shall have the duty of administering and enforcing all airport ordinances, leases and agreements, and rules and regulations. The Manager shall have authority to sign leases and other documents that have been approved by the Commission.
2. The Manager, under the supervision of the Commission, shall be responsible for day-to-day operations at the Airport and shall have the authority to make Commission-budgeted expenditures of \$10,000 or less per item without further pre-authorization by the Commission.
3. The Manager shall meet with the Commission at the Airport at least once each calendar quarter to inspect the Airport facilities, review Airport operations and financial matters, and discuss proposed Airport development and other business.
4. The Manager shall provide a written report to the Sauk, Iowa, and Richland County Boards on no less than a quarterly basis.
5. The Manager shall, in cooperation with the Commission and Sauk County Finance Department, prepare and submit an annual report to the Owner. The report shall include current information on aircraft operations, based aircraft, airport expenditures and revenues, along with comparative figures for the past year, and projects for the coming year, and include other information deemed pertinent.
6. The Manager shall have such other duties and responsibilities as may be specified in the Airport Manager job description.

SECTION IV – AIRPORT OPERATION POLICIES

The Commission, in carrying out its duties and responsibilities, shall adhere to the following policies:

- A. The Commission shall encourage the development of the Airport, especially in those areas where substantial building costs are incurred by lessees, by approving long- term leases which provide for the reexamination and readjustment of rates and charges at specified periods of time during the term of the lease.
- B. The Commission may provide utility service infrastructure up to a lessee's property line. The lessee shall bear such costs on his leased property.
- C. No person shall engage in any business or commercial activity whatsoever on Airport property unless specifically authorized in writing by the Commission. Lessees shall be selected on the basis of their qualifications, financial capabilities, and services offered; and not solely by bid basis. In determining the use of public building space, first consideration shall be given to public necessity and convenience. The Commission will provide the Wisconsin Bureau of Aeronautics with a complete copy of each current lease and agreement, if required by law.
- D. Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to the approval of the Commission; Wisconsin Department of Industry, Labor, and Human Relations; Wisconsin Bureau of Aeronautics; and the Federal Aviation Administration.

- E. Only the Airport Manager or designees thereof, with Commission authorization, may engage in the activity of storing, transporting, or dispensing of aviation fuels to the general public. Aircraft owners and operators may fuel their own aircraft.
- F. Aircraft ground access to the Airport property shall not be allowed, except from an approved Airport Industrial Park as depicted on the Airport Layout Plan.
- G. Tobacco smoking, e-cigarette use, alcohol consumption, and illegal use of drugs is prohibited on Airport grounds. All persons shall comply with all applicable federal, state, and FAA statutes, rules, and regulations while on Airport grounds.

SECTION V – AIRPORT OWNERSHIP AND FUNDING

- A. Airport Ownership. Subject to all other provisions pertaining to ownership interests contained within this section and Section VII, ownership interest in all Airport assets shall be apportioned between the member counties as follows: Sauk County forty-nine percent (49%), Iowa County twenty-five-and-one-half percent (25.5%) and Richland County twenty-five-and-one-half percent (25.5%).
- B. Airport Funding.
 - 1. County Appropriations. All moneys appropriated for the construction, improvement, equipment, maintenance or operation of the Airport, as managed by the Commission, or earned by the Airport or made available for its construction, improvement, equipment, maintenance or operation in any manner whatsoever, shall be deposited with the Treasurer of Sauk County, where it shall be kept in a special fund and paid out only on order of the Commission, drawn and signed by the secretary and countersigned by the chairperson of the Commission.
 - a. Annual Operating Expenses. The county board of each county Owner shall appropriate on an annual basis the monetary amount requested by the Commission for annual operating expenses in the upcoming year in the following proportions: Sauk County forty-nine percent (49%), Iowa County twenty-five-and-one-half percent (25.5%) and Richland County twenty-five-and-one-half percent (25.5%).
 - b. Capital Expenditures. In addition to the appropriation for annual operating expenses, the county board of each member county shall appropriate on an annual basis an amount designated by the Commission to be set aside in an Airport capital expenditures account, which shall be reserved for future maintenance and construction projects exceeding \$5000.00 in total cost and with a life expectancy of not less than five (5) years.
 - 2. Any private monetary contributions to the Airport shall be applied to the Airport capital expenditures account unless otherwise specifically designated by the contributor at the time the contribution is made.
 - 3. Failure to Fund. Failure of a county Owner to fully fund the Airport as required by Paragraph 1 of this section shall be deemed a material breach of a member county's financial obligations to the Airport. Upon such a breach, the non-breaching counties may, by resolution passed by the county boards of both non-breaching counties, expel the breaching member county from the Airport. In the event of expulsion, the expelled

county's assets in the Airport shall be forfeited in equal shares to the remaining member counties. The expelled member county shall remain liable for all state or federal funds previously spent or committed to the Airport on a cost-share basis.

SECTION VI – COOPERATION

Owner counties shall, in a timely and constructive manner, cooperate to resolve drainage and other issues related to but outside of the physical boundaries of the Airport property that significantly impact the operation or viability of the Airport.

SECTION VII – NOTICES

The County Clerks of the Owner counties shall be the designated points of contact for any written notices or reports required under this ordinance.

SECTION VIII – WITHDRAWAL AND DISSOLUTION

A. Withdrawal.

1. Authority for Withdrawal. As permitted by Wis. Stat. § 114.151, the county board of any participating member county of the Airport may by resolution withdraw from and relinquish its interest in the joint operation and control of the Airport.
2. Procedure for Withdrawal. If a member county wishes to withdraw from the Airport, it shall provide written notice to each member county of its intent to do so by no later than July 1. Upon receipt of this notice, the other member counties will have 60 days in which to file a corresponding notice of intent to withdraw from the Airport. Any withdrawal must be formalized by action of the withdrawing county's board by no later than October 1 in the calendar year notice of intent to withdraw is given, and the withdrawal shall have an effective date of January 1 of the next calendar year.
3. Rights and Liabilities Upon Withdrawal. A withdrawing county shall remit by December 1 all unpaid appropriations for the calendar year in which notice of intent to withdraw is given. A withdrawing county shall remain liable for and shall remit timely payment of any appropriation obligation incurred prior to withdrawal for future Airport projects but only for the amount obligated as of July 1. A withdrawing county shall relinquish all current and future interests in and claims related to the Airport. The remaining member counties shall assume liability for all state or federal funds previously spent or committed to the Airport on a cost-share basis.
4. Continued Operations. In the event of withdrawal by a member county, membership of the withdrawing county on the Commission shall cease on the effective date of withdrawal. The Airport shall not be dissolved upon the withdrawal of a single member county but shall continue to operate in accordance with the provisions of the Airport Operation Ordinance and any other ordinances adopted by the Owner pertaining to operations at the Airport, which shall be subject to revision, as necessary, with approval of the county boards of the remaining members of the Airport.

B. Dissolution.

1. Procedure For Dissolution. The Airport and Commission may be dissolved upon mutual agreement and resolution by the county board of all members of the Airport or if the county

boards of at least two member counties resolve to withdraw from and relinquish their interest in the joint operation and control of the Airport.

2. Action Upon Dissolution. Upon action triggering dissolution of the Airport, a meeting of the Commission or its remaining members shall be called to determine whether the Airport shall continue to operate, and if not, to adopt a plan for closure and liquidation.
 - a. Continued Operation Upon Dissolution. If a single member county chooses to continue operations at the Airport, all assets and liabilities of the Airport shall be transferred to that operating county, and the Commission shall be dissolved. Each withdrawing county shall remit by December 1 all unpaid appropriations for the calendar year in which dissolution occurs. Each withdrawing county also shall remain liable for any appropriation obligation incurred prior to withdrawal for future Airport projects but only for the amount obligated as of July 1. The operating county shall assume liability for all state or federal funds previously spent or committed to the Airport.
 - b. Closure of Airport. In the event the decision is made to close the Airport, notice shall be given to all tenants of the Airport in accordance with the terms of their lease agreements. Upon closure, the assets of the Airport shall first be used for the payment of debts and obligations of the Airport. Remaining assets, if any, shall be distributed to the then-existing member counties of the Airport in ratio to past contributions by each member. Unless otherwise agreed upon or dictated by contract, member counties at the time of dissolution shall share equally all outstanding liability for state or federal funds spent or committed to the Airport prior to July 1, 2019 on a cost-share basis. Unless otherwise agreed upon or dictated by contract, member counties at the time of dissolution shall share all outstanding liability for state or federal funds spent or committed to the Airport after June 30, 2019 on a cost-share basis in the following proportions: Sauk County forty-nine percent (49%), Iowa County twenty-five-and-one-half percent (25.5%) and Richland County twenty-five-and-one-half percent (25.5%).

- C. Cooperation Required. In the event of withdrawal from or dissolution of the Airport, all member counties agree to cooperate in the drafting and execution of any documentation necessary to effectuate the withdrawal or dissolution.

SECTION IX – SUPERSEDING EFFECT

Owner expressly intends, without reservation, this ordinance to supersede upon adoption any prior ordinance, agreement or understanding of Owner with respect to the matters addressed.

SECTION X – SEVERABILITY

The several provisions of this ordinance shall be deemed severable, and it is expressly declared that the Owner would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. And, if any provision of this ordinance or the application or circumstances is held invalid, the remainder of the ordinance and the application shall not be affected.

ORDINANCE NO. 9

REGULATING THE HEIGHT OF STRUCTURES AND TREES IN THE VICINITY OF THE TRI-COUNTY REGIONAL AIRPORT, LONE ROCK, SAUK COUNTY, WISCONSIN.

THE COUNTY BOARDS OF THE COUNTIES OF IOWA, RICHLAND AND SAUK, WISCONSIN, DO ORDAIN AS FOLLOWS:

Section I

Definitions. As used in this ordinance, unless the context otherwise requires:

- (a) "Airport" means the Tri-County Regional Airport located in Section 31, Town 9N, Range 3E, Sauk County, Wisconsin.
- (b) "Airport hazard" means any structure or object of natural growth, which obstructs the air space required for the flight of aircraft in landing or taking off at an airport or is otherwise hazardous to such landing or taking off.
- (c) "Non-conforming use" means any structure or tree which does not conform to a regulation prescribed in this ordinance or an amendment thereto, as of the effective date of such regulation.
- (d) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.
- (e) "Structure" means any object constructed or installed by man.
- (f) "Trees" do not include shrubs, bushes or plants which do not grow to a height of more than twenty feet.
- (g) "Runway" means a level portion of an airport having a surface specially developed and maintained for the landing and take-off of aircraft.

Section II

Zones. All zones established by this section are as shown on the Map dated October 24, 1990 entitled, "Height Limitation Zoning Map, Tri-County Regional Airport, Lone Rock, Wisconsin", which is attached hereto and adopted as part of this ordinance.

Section III

Height Limitation Zones. Except as otherwise provided in this ordinance, no structure shall be constructed, altered, located or permitted to remain after such construction, alternation or location, and no trees shall be allowed to grow, to a height in excess of the height limit indicated on the map referred to in Section II hereof.

Section IV

Exceptions. The restrictions contained in Section III shall not apply to objects which are less than thirty-five (35) feet in height above ground level at the object site within one-half mile of the airport boundary or to structures less than fifty (50) feet in height above ground within the area beginning one-half mile from the airport boundary and extending to one mile from the airport boundary or to structures less than one hundred (100) feet in height above the ground within the area beginning one mile from the airport boundary and extending to three miles from the airport boundary.

Section V

Non-conforming Uses.

- (a) Not retroactive. The regulations prescribed in Sections II or III of this ordinance shall not be construed to require the removal, lowering or other change or alternation of any non-conforming use, or otherwise interfere with the continuance of any non-conforming use, except as otherwise provided by Section VII (b).
- (b) Changes. Nothing herein contained shall require any change in the construction, alternation or intended use of any structure, if the construction or alteration of such was begun prior to the effective date of this ordinance, and if such is diligently prosecuted.
- (c) Removal. This section shall not interfere with the removal of non-conforming uses by purchase or the use of eminent domain.

Section VI

Administration. It shall be the duty of the Sauk County Zoning Administrator to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Zoning Administrator upon a form furnished by him. Applications which are by this ordinance to be decided by the Airport Commission shall be granted or denied within fifteen (15) days of the date of filing of the applications, unless Federal Aviation Administration approval is requested. Applications for action by the Board of Appeals shall be forthwith transmitted by the Airport Commission to the Board for hearing and decision. There shall be no charge for applications or permits.

Section VII

Permits.

- (a) Future Uses. No structure shall hereafter be constructed, erected or installed, or be permitted to remain in any zone created by Section II of this ordinance until the owner or his agent shall have applied in writing for a permit therefore and obtained

such permit from the Sauk County Zoning Administrator, except structures less than thirty-five (35) feet in height above the ground and within one-half mile of the airport boundary and structures less than fifty (50) feet in height above the ground within the area beginning one-half mile from the airport boundary and extending to one mile from the airport boundary, and structures less than one hundred (100) feet in height above the ground within the area beginning one mile from the airport boundary and extending to three miles from the airport boundary. Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation or establishment. Application for such permit shall indicate the use for which the permit is desired, and shall describe and locate the use with sufficient particularity to permit the Zoning Administrator to determine whether such use would conform to the regulations herein prescribed. If such determination is in the affirmative, the Zoning Administrator shall issue the permit applied for.

- (b) Existing Uses. Before any non-conforming structure may be replaced, altered, or rebuilt, a permit shall be applied for and secured in the manner prescribed by paragraph (a) authorizing such change, replacement or repair. No such permit shall be denied if the structure will not become a greater hazard to air navigation than it was on the effective date of this ordinance, or than it was when the application for permit was made.

Section VIII

Board of Appeals. There is hereby created a Board of Appeals, consisting of three members, none of whom are active airport commission members, one from each sponsor county, appointed by each respective County Board Chairman, subject to confirmation by each respective County Board for terms of three years, excepting that of those first appointed. One shall serve for one year; one for two years and one for three years. The members of said Board of Appeals shall receive the said sum as established by each County Board for each meeting attendance by them.

Section IX

Appeals and Review.

- (a) Variances. Upon appeal in special cases the Board of Appeals may, after investigation and public hearing, grant such variance from the terms of this ordinance as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of this ordinance would result in unnecessary hardship, and such relief will do substantial justice and be in accord with the spirit of this ordinance, and does not create a hazard to the safe, normal operation of

aircraft.

- (b) Aggrieved Person. Any person aggrieved or affected by any decision or action of the Sauk County Zoning Administrator made in his administration of this ordinance may appeal such decision or action to the Board of Appeals.
- (c) Procedure. Any appeal taken pursuant to this section shall be in conformity with the procedure established by Section 62.23(7)(e) of the Statutes.

Section X

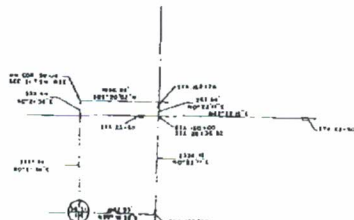
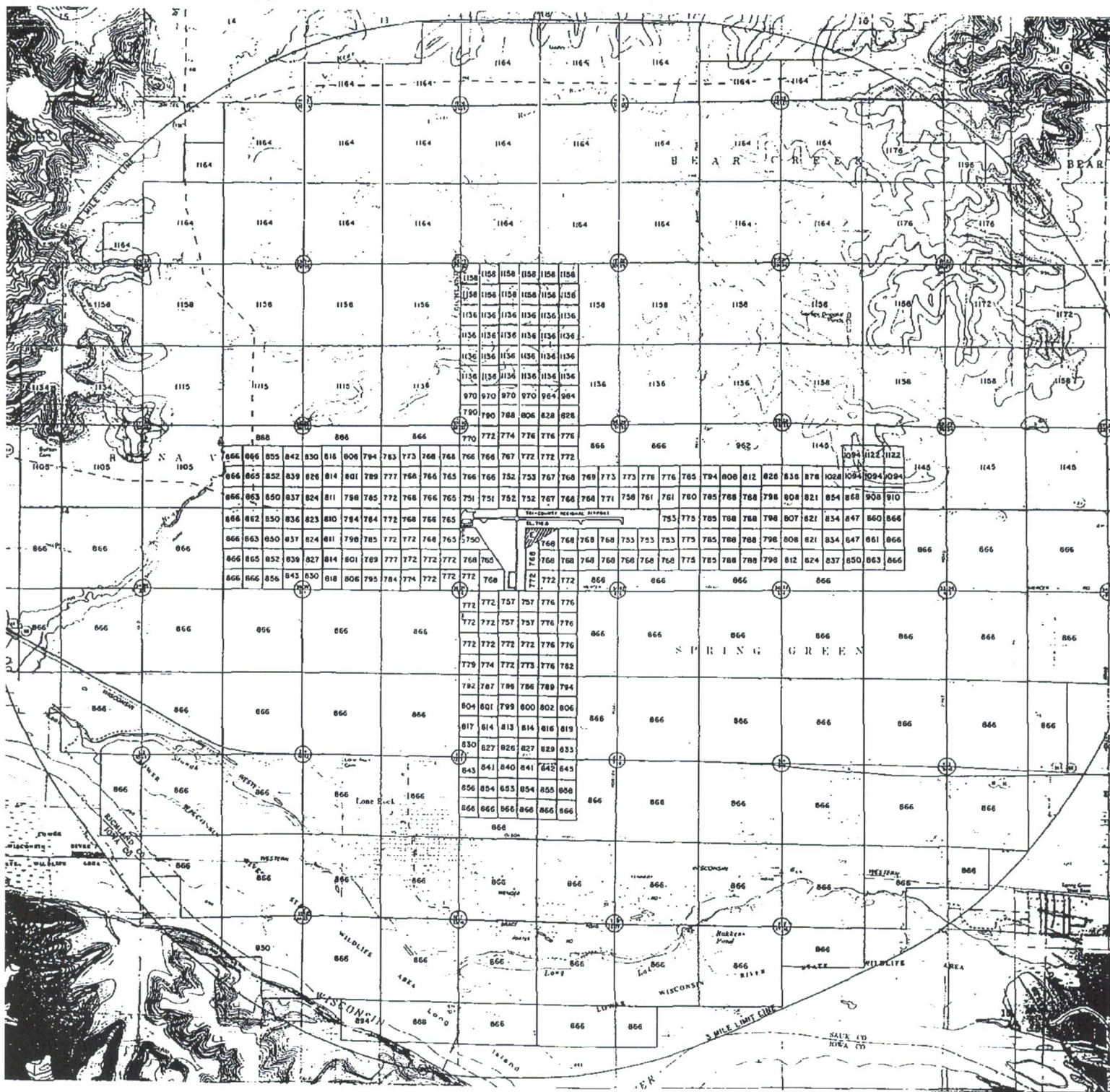
Penalties. Any person violating any of the provisions of this ordinance shall, upon conviction, forfeit not less than twenty-five dollars (\$25.00) nor more than two hundred fifty dollars (\$250.00) for such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until said forfeiture and cost are paid, but not to exceed thirty days for each violation. Each day that a violation continues to exist shall constitute a separate offence.

Section XI

Severability. If any of the provisions of this ordinance or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section XII

Effect. This ordinance shall take effect and be in force upon passage and publication.



LEGEND

- 0123 PROPERTY LINE
- EASEMENT AREAS
- SECTION CORNERS
- PAVED HIGHWAYS
- ELEVATION

NOTES

1. ELEVATION (FOOTING) AND SECTION AND BOUNDARY LINE (ELEVATION) SHALL BE USED WHERE STREETS CENTERLINE IS USED FOR BOUNDARY.
2. HEIGHT LIMITATIONS SHOWN HEREIN ARE ELEVATIONS (FOOTING) AND NOT FEET ABOVE SEA LEVEL OR FEET.
3. TOWNSHIP AND RANGE ARE SHOWN AT APPROPRIATE PLACES THROUGHOUT THIS MAP.

HEIGHT LIMITATION ZONING MAP

TRI-COUNTY REGIONAL AIRPORT
LONE ROCK, WISCONSIN

SCALE 1"=1000' DATE 10/15/90 DRAWN BY J.A. SMITH - OF 1

WISCONSIN BUREAU OF AERONAUTICS

AGENDA ITEM COVER SHEET

Title: MHTC Agreement for Services to portions of Iowa County

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

In 2022, Iowa County and MHTC applied for and won a \$5,979,000 grant for the installation of fiber internet services in various portions of the Town of Brigham. The total project will cost \$7,972,400. The Iowa County commitment was \$597,930 of ARPA funding. The attached agreement codifies this transaction and how funding is paid from Iowa County to MHTC.

RECOMMENDATIONS (IF ANY):

Staff recommends approval of the attached agreement

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Agreement between MHTC and Iowa County.

FISCAL IMPACT:

The County Board has already voted on the payment. This agreement does not cost additional dollars.

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:

BROADBAND EXPANSION PLAN AGREEMENT

This **BROADBAND EXPANSION PLAN AGREEMENT** ("**Agreement**") is made and entered into this ____ day of April, 2023, by and between IOWA COUNTY, WISCONSIN (the "**County**"), a political subdivision of the S State of Wisconsin with its principal office located at 222 North Iowa Street, Dodgeville, Wisconsin, 53533; and MH Telecom, LLC, doing business as MHTC, a Wisconsin corporation ("**MHTC**"), certified by the Public Service Commission of Wisconsin ("**PSCW**") as an Alternative Telecommunications Utility to provide telecommunications service in Wisconsin with its principal office located at 305 North Iowa Street, Dodgeville, Wisconsin, 53533 (collectively, the "**Parties**").

WHEREAS, the Iowa County Board of Supervisors has declared 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 Iowa County constitutes a valid public purpose; and

WHEREAS, Iowa County, a certified Broadband Forward! Community, seeks to promote the development of high-speed broadband services to unserved and underserved areas within its boundaries and 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, on March 15, 2022, Iowa County entered into a Memorandum of Understanding with MH Telecom, LLC, doing business as MHTC, establishing a public-private partnership ("**PPP**") to facilitate the deployment of affordable, reliable, high-speed internet service throughout Iowa County ("**MOU**"); and

WHEREAS, pursuant to the MOU and in furtherance of the Grant Application Projects, MHTC, with Iowa County as its public partner, prepared grant applications to submit to the Public Service Commission of Wisconsin ("**PSCW**"); and

WHEREAS, Iowa County, through Resolution No. 8-322, adopted on March 15, 2022, agreed to provide a matching funds contribution in the amount of Five Hundred Ninety-Seven Thousand Nine Hundred Thirty and 00/100 Dollars (\$597,930.00) for the portion of MHTC Project 1 geographically located in Iowa County.

WHEREAS, on July 28, 2022, the Public Service Commission of Wisconsin approved MHTC's Grant Application for MHTC Project 1 geographically located in Iowa County, referred to by the PSCW as "Towns of Arena and Brigham — Phase 2 Project," with Iowa County as a PPP partner, and awarded MHTC a FY 2022 Broadband Expansion Grant for this project under docket 5-BF-2022 in the amount of Five Hundred Ninety-Seven Thousand Nine Hundred Thirty and 00/100 Dollars (\$5,979,300.00); and

WHEREAS, the terms and conditions of this Agreement shall describe the procedures for the payment of the County's grant contribution for this MHTC Iowa County broadband expansion project; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between MHTC and County and contains the entire understanding between the Parties regarding the payment of Iowa County matching grant contribution funds for the MHTC "Towns of Arena and Brigham - Phase 2 Project" in Iowa County. Both Parties agree that the terms and conditions required by the PSCW concerning this project will be complied with by MHTC and County, and the PSCW terms will take priority over any terms and conditions agreed to by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following documents are incorporated and made part of this Agreement:

- 1) The attached Terms and Conditions.
- 2) Resolution No. 7-322, Establishing a Public-Private Partnership.
- 3) Resolution No. 8-322, Approving County Contribution.
- 4) MHTC Project 1 scope (also known as “Towns of Arena and Brigham - Phase 2 Project”).
- 5) Agreement between PSCW and MHTC dated as of July 28, 2022.

[Signature Page Follows]

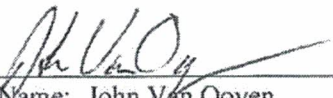
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first referenced above.

MHTC:

COUNTY:

MH TELECOM, LLC

IOWA COUNTY:

By: 
Name: John Van Ooyen
Title: CEO/General Manager

By: _____
Name: Larry Bierke
Title: Iowa County Administrator

TERMS AND CONDITIONS

- 1.0 **Applicability.** These terms and conditions apply to the County's broadband expansion contribution for the MHTC Project 1 (also known as "Towns of Arena and Brigham – Phase 2 Project") (the "**Project**").
- 2.0 **Contribution.** Subject to this Agreement, the County will contribute Five Hundred Ninety-Seven Thousand Nine Hundred Thirty and 00/100 Dollars (\$597,930.00, the "**Contribution**") to the Project.
- 3.0 **Reimbursement.** The following conditions apply to requests by MHTC for contribution payments by the County ("**Requests for Payment**"):
 - 3.1 No Contribution payments will be issued without a Request for Payment.
 - 3.2 The Contribution is exclusive funding and will be used only for the Project.
 - 3.3 MHTC shall prepare and submit to the County a written Request for Payment in order to receive any Contribution payments under this Agreement.
 - 3.4 Each Request for Payment must include a copy of an invoice (or receipt) for each expense (materials or labor) for which reimbursement is requested.
 - 3.4.1 The invoice will be used to document reimbursement costs.
 - 3.4.2 MHTC may, with prior authorization from County, in lieu of an invoice, submit a narrative description of the expense for which reimbursement is requested along with any relevant documentation.
 - 3.4.3 County shall promptly make Contribution payments upon receipt of a Request for Payment; provided, however, County may delay reimbursement of a Request for Payment until sufficient documentation of costs, as reasonably determined by County, is provided by MHTC.
 - 3.4.4 MHTC shall submit a final Request for Payment to County no later than thirty (30) days after the completion of the Project. No additional Requests for Payment shall be submitted to County after this time.
 - 3.5 MHTC shall submit a final project report to County no later than thirty (30) days after the completion of the Project. The final project report shall include how much (length) of fiber has been installed, the internet speed (highest data rate plan available to customers), and the number of residents being served.
 - 3.6 Under no circumstances will the Contribution exceed Five Hundred Ninety-Seven Thousand Nine Hundred Thirty and 00/100 Dollars (\$597,930.00).
 - 3.7 If the Project is not completed, County may require and be entitled to reimbursement of any or all Contribution funds under this Agreement. Any reimbursement of funds that is required by County, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to MHTC. Any funds due after

the forty-five (45) days will accrue interest at a rate of ten percent (10%) per annum. County also reserves the right to recover such funds by any other legal means including litigation.

- 3.8** In the event of any litigation arising out of this Agreement, the prevailing party will be entitled to recover all expenses and costs incurred, including reasonable attorneys' fees.
- 3.9** By executing this Agreement MHTC is committing to complete the entirety of the Project. Any costs over and above the Contribution are the responsibility of MHTC. MHTC understands and agrees any costs over and above the Contribution includes unforeseen and unanticipated costs and expenses necessary to complete the Project.

* * * * *

AGENDA ITEM COVER SHEET

Title: Resolution- Recommending 2022 Budget Amendments for Various Dept.

☒ 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 2022 budget amendments

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution Recommending 2022 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.
Resolution Recommending 2022 Budget Amendments for Various Departments

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, the County Board approved the 2022 Iowa County Budget on November 9, 2021, 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, 2022; 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	\$ 1,672.00		
Court Interpreter Grant			
100.04.45140.00000.000	\$22,515.19	100.04.51220.00000.790	\$ 3,744.40
Circuit Court Fees & Costs		GAL Expense	
100.04.45160.00000.000	\$ 1,794.74	100.04.51220.00000.210	\$ 30,499.74
Family Court Counseling		Special Counsel	
100.04.45180.00000.000	\$ 7,068.42	100.04.51220.00000.212	\$ 3,041.10
Court Fees – Special Counsel		Family Court Counseling	
100.04.46143.00000.000	\$15,687.39	100.04.51240.00000.110	\$ 7,273.64
GAL Fees Collected from Public		Family Court Commissioner Wages	
100.04.46144.00000.000	\$ 1,226.90	100.04.51260.00000.340	\$ 12,289.50
Copy Fees Collected by County		Witness, Bailiff, Court Costs	
100.04.48600.00000.000	\$ 6,883.74		
Miscellaneous Revenue			
	Total Clerk of Court	\$56,848.38	
Coroner:			
100.10.46100.00000.000	\$ 4,800.00	100.10.51270.00000.256	\$ 4,800.00
Coroner Fees		Autopsies	
District Attorney:			
100.24.43525.00000.000	\$ 5,050.81	100.24.51310.00000.273	\$ 5,050.81
Victim/Witness Grant Revenue		Court Costs	
Environmental Services:			
100.34.48300.00000.000	\$ 1,594.27	100.34.51600.00000.216	\$ 1,594.27
Sale of Property – Small Items		Courthouse Janitorial	
County Insurance:			
100.36.47414.00000.000	\$ 3,850.00	100.36.51950.00000.511	\$ 3,850.00
Revenue from Depts Liability Insurance		Property & Liability Insurance	

Resolution No.

Resolution Recommending 2022 Budget Amendments for Various Departments

Sheriff's Department:

100.02.51410.00000.341	\$89,045.00	100.40.52120.00000.115	\$ 63,648.67
Contingency – Wage Increases		Patrol Overtime	
100.40.46204.00000.000	\$14,446.71	100.40.52710.00000.115	\$ 25,396.33
Bracelet Monitoring Charges		Corrections Overtime	
100.40.46205.00000.000	\$23,394.62	100.40.52710.00000.221	\$ 41,774.26
Dept-Correcns 90 Day Holds		Utilities	
100.40.46240.00000.000	\$125,483.14	100.40.52120.00000.351	\$ 18,118.00
Holding Other Cty Prisoners		Gas/Oil	
		100.40.52710.00000.341	\$ 72,026.55
		Prisoner Keep	
		100.40.52710.00000.344	\$ 15,819.41
		Supplies	
		100.40.52710.00000.347	\$ 15,586.25
		Prisoner Bracelet Expense	

Total Sheriff's Department \$252,369.47

Iowa County Airport:

262.07.46340.00000.000	\$ 15,782.36	262.07.53510.00000.351	\$ 15,782.36
Fuel Sales		Fuel for Airplanes	

Dated this 16th day of May, 2023

AGENDA ITEM COVER SHEET

Title: Resolution- 2022 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 2022 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 \$167,328.93 from the General Fund Balance to seven 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.

Resolution Recommending Transfer of Funds from the Iowa County General Fund to cover Expenditures in Excess of Budget for 2022

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 2022 accounts:

Coroner

100.10.51270.00000.110	\$ 1,349.62
Salaries	
100.10.51270.00000.111	\$ 2,400.00
Cremation Wages	
100.10.51270.00000.151	\$ 287.27
Social Security & Medicare	
100.10.51270.00000.156	\$ 283.83
Workers Comp Benefits	
100.10.51270.00000.221	\$ 40.61
Utilities	
100.10.51270.00000.256	\$ 3,305.00
Autopsies	
100.10.51270.00000.332	\$ 966.21
Cremation Wages	
100.10.51270.00000.339	\$ 1,838.21
Removal and Transport	
100.10.51270.00000.340	\$ <u>275.00</u>
Operating Expense	
Total Coroner	\$ 10,745.75

County Administration

100.12.51410.00000.110	\$ <u>2,935.88</u>
Salary	
Total County Administration	\$ 2,935.88

Economic Development

100.14.56710.00000.211	\$ 587.85
SW Regional Planning	
100.14.56710.00000.345	\$ 159.63
Hidden Valley Dues	
100.14.56710.00000.795	\$ <u>1,125.00</u>
Economic Initiatives Exp	
Total Economic Development	\$ 1,872.48

Environmental Services	
100.34.51600.00000.216	\$ 5,210.25
Courthouse Janitorial	
100.34.51600.00000.221	\$ 4,331.23
Courthouse Utilities	
100.34.51600.00000.222	\$ 1,353.34
Courthouse Fire Protection	
100.34.51600.00000.225	\$ 1,096.61
Cell Phone Charges	
100.34.51600.00000.246	<u>\$ 5,979.17</u>
Courthouse Grounds Parking Lot	
Total Environmental Services	\$17,970.60

Sheriff's Department	
100.40.52110.00000.110	\$ 5,041.92
Sheriff Administration Salaries	
100.40.52120.00000.111	\$ 5,148.20
Part-time Patrol Wages	
100.40.52120.00000.113	\$ 7,529.21
Court Bailiffs Wages	
100.40.52610.00000.115	\$ 7,590.27
Dispatch Overtime	
100.40.52710.00000.115	<u>\$34,069.41</u>
Corrections Overtime	
Total Sheriff's Department	\$59,379.01

Emergency Management	
100.78.52500.00000.154	\$14,690.29
Health & Dental Insurance	
100.78.52500.00000.221	\$ 1,212.88
Utilities	
100.78.52500.00000.325	\$ 47.80
Training	
100.78.52500.00000.329	<u>\$ 1,668.05</u>
Preparedness and Outreach	
100.78.52500.00000.341	\$ 1,017.31
SARA Program Expenses	
100.78.52500.00000.347	\$ 858.24
Field Equipment Expense	
100.78.52500.00000.350	\$ 328.80
Equipment/Vehicle Maintenance	
100.78.52502.00000.319	<u>\$ 304.60</u>
Office Supplies COVID-19	
Total Emergency Management	\$20,127.97

Highway Department	
710.70.53110.00000.110	\$14,485.23
Highway Administration Wages	
710.70.53190.00000.110	\$ 7,685.25
Patrol Supervision Wages	
710.70.53191.00000.110	\$ 6,161.49
Highway Adm – Supervision Wages	
710.70.53230.00000.110	\$ 4,984.93
Shop Operations Wages	
710.70.53240.00000.110	\$ 8,095.10
Machinery Operations Wages	

710.70.53270.00000.110	\$11,082.96
Building & Grounds Operations Wages	
710.70.53312.00000.110	<u>\$ 1,802.28</u>
Winter Maintenance Wages	
Total Highway Department	\$54,297.24

TOTAL

\$167,328.93

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 16th day of May, 2023

AGENDA ITEM COVER SHEET

Title: Resolution-Carryover of Certain Accounts from 2022 to 2023

☒ 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 2022 to 2023

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 2022 to 2023

FISCAL IMPACT:

Carryover over of funds at the end of 2022 to be spent in 2023. All carryovers have 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 # _____ CARRYOVER OF CERTAIN ACCOUNTS

WHEREAS, at the November 15, 2022 the Iowa County Board approved resolution 16-1122 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 2023:

Department	Carryover	Restriction	Amount
District Attorney	Crime Prevention Surcharge	Restricted funds collected from the crime prevention surcharge for grants for crime prevention purposes per resolution 4-0416	\$ 7,730.25
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	\$ 45,711.42
Land Records / GIS	WLIP Grant	WLIP grant agreement and Wis. Ss. 16.967	\$ 160,476.91
Land Records / GIS	WLIP Training Grant	Qualified expenses per WLIP grant agreement and Wis. Ss. 16.967	\$ 3,036.96
Sheriff's Department - Capital Projects Fund	Jail Assessment Fees/Funds	Statutorily restricted (Wis. Ss. 302.46(2)) Jail maintenance and improvements	\$ 151,515.30
Sheriff's Department	K-9 Donations not spent	Donations – utilized for the K-9 program only	\$ 14,889.85
Sheriff's Department	Project Life Saver Funds	Designated Funds for Project Life Saver	\$ 246.00
Sheriff's Department	Contributions from Others	Donations – Utilized at the discretion of the Sheriff's Department or directed by the donor for expenses related to the Sheriff's Department	\$ 28,856.52
Sheriff's Department	Staff Fitness Room	Donations – utilized for the Staff Fitness Room at the Law Enforcement Center	\$ 5,100.00
Sheriff's Department	Sheriff Office Staffing Reserve	The intent is to ensure that for every additional staff member hired in support of added jail capacity, the County has \$80,000 or approximately one year's salary set aside per resolution 5-1022	\$ 104,496.06
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	\$ 3,872.52
Veterans Service Office	Donations received for HELP Equipment	Donations - Utilized at the discretion of the CVSO or as directed by the donor for expenses related to the HELP Equipment.	\$ 210.00
Library Aids	Taxes Levied for Libraries	Library Aid Taxes levied for the promotion of County Libraries	\$ 19,577.86
U.W. Extension Office	Registration Fees for Pesticide Training and Extension Conferences	Qualified expenses related to the pesticide training and extension conferences	\$ 10,362.48
Land Conservation	Donations	Conservation Youth Education programs	\$ 295.26
Land Conservation	Multi Discharge Variance Payments from Municipalities for Phosphorus Projects	To fund on-farm practice –phosphorus reductions projects and have 2 years to use a given year's funding.	\$ 63,567.74

Carryover of Certain Accounts Resolution

Land Conservation	Two-year Grant from DNR	DNR Surface Water Grant Project – streambank assessments and soil testing	\$ 1,741.93
Social Services Department	Donations	Used for the purpose designated by the donor	\$ 6,280.34
Aging and Disability Resource Center	Vehicle Trust	DOT funds for 85.21 transportation services	\$ 8,918.73
Aging and Disability Resource Center	Other Donation Trust	Donations used for the purpose designated by the donor	\$ 38,443.61
Bloomfield	Restricted Donations	Donations used for the purpose designated by the donor	\$576,651.19

Recommended this 16th day of May, 2023 to the Iowa County Board of Supervisors