

NOTICE OF AN ELECTRONIC MEETING

This meeting will NOT have a videoconferencing/teleconferencing option. The public may attend in person at the location noted on the agenda.

	Iowa County Airport Commission Meeting Tuesday August 29, 2023 – 7:00 pm Iowa County Health & Human Services Building Community Room 303 W Chapel Street Dodgeville, Wisconsin 53533	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. (Committee & Audience).	
3	Consent Agenda: One motion to adopt all of the consent agenda items: A. Approve the meeting agenda for August 29, 2023. B. Approve the minutes of May 18, 2023 meeting.	
4	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.	
5	Airport Land Lease Request for Proposals for years 2024-2028 – Discuss Lease for Agricultural and an Option for Solar.	
6	Review 2024 Airport Budget Request	
7	Highway Commissioner's Report. A. Project updates – Sewer/Water system, Taxiway F3. B. July Revenue & Expense Report. C. Capital Plan Discussion	
8	Airport Manager's Report – Meyers' Fliers LLC - Reese Meyers. A. Oshkosh Experimental Aircraft Association (EAA Airventure) Traffic Report B. Fuel Sales Report. C. Lot #34 Hangar.	
9	Airport Commission Chair Report. Commission member vacancy interest – submit an application form: https://www.iowacounty.org/departments/Committees/iowa-county-volunteer-prospect	
10	Adjournment and Next Meeting date.	

Posting verified by the County Clerk's Office: Date: Initials:



UNAPPROVED MINUTES
IOWA COUNTY AIRPORT COMMISSION MEETING HELD
Thursday May 18, 2023 – 6:30pm
Conference call: 1-312-626-6799
Zoom Meeting ID: 867 3556 5926
Passcode: 498688
Health & Human Services Building – Community Room
303 W. Chapel Street
Dodgeville, Wisconsin 53565

**Iowa
County
Wisconsin**

1	Meeting called to order by Chair Masters at 6:30 PM.
2	Roll Call –Masters, Gander, Galle, Kreul, Christen, Nelson, and Meyers filling Meives’ vacancy. Also: Present Highway Commissioner Hardy, Airport Manager Meyer, Mead & Hunt Greg Stern, Alan Jewell, Tom James, Jack Delaney & Richard Jenkins; and Sup. Nankee
3	Motion on consent agenda for this May 18 th , 2023, Airport Commission Meeting by Galle and 2 nd by Nelson. Next Meeting Thursday July 27, unless otherwise determined by chair.
4	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken. Tom James says he is willing to answer any questions pertaining to Archer Aviation Lease.
5	Discuss a Hangar Lease Agreement for Archer Aviation / Iowa County Flying Club. Discussion of an issue related to a misplaced lease agreement. Hardy states the Iowa County Flyin Club requested to re-assign their leased to Archer Aviation in 2020. At the time, a consent to re-assign a lease was issued and signed by the club and Airport Manager Langbecker. When the document was submitted for recording, it was discovered an original lease from the Iowa County Flyin Cub was not on file with the Registrar’s office. The only copy of the lease is a non-original copy which only includes the County’s signatures not those of the club. The hangar owner also could not produce an original signed lease agreement. Since the original lease agreement could not be located, a new copy of the lease needs to be recorded. Hardy issued the most current lease format agreed to by the Commission, to which the Club requested a number of exceptions to. A summary of differences between the original and current version leases were discussed at length. Motion by Christen to reissue the original format lease and file with the registrar of deeds office 2 nd by Nelson. Approved unanimously.
6	Water, Sanitary Sewer, and Septic Bed Installation Project Update. Consider a Draft Onsite Sewer Treatment System and Drinking Water Distribution System Agreement and Establish Fee Structure. Discussion starts of how to meter and charge tenants for a water distribution and sanitary sewer and septic bed installation at the airport. Motion by Nelson 2nd by Galle to approve the water sewer use agreement with the following conditions: -Remove item 6 B referencing limitations on revising rates for usage. -A meter to be installed at the well to monitor and record usage of the system by the gallon -Establish a flat rate annual fee of \$300.00 for any tenant who wants to sign on to the agreement and utilize the services. Approved unanimously

7	Discussion of airport grounds lighting. Motion by Kreull, 2nd by Galle for the highway commissioner and airport manager to move forward with the project to install nighttime area lighting on the grounds to include installation of 3 LED area lights as follows: -One light pole on the South entrance drive hill near the UW health hangar parking lot. -One light pole along the hanger row between hangers 15 (Schmid) and 16 (Perrin/Delaney). -One light pole mounted on or near the office building to illuminate the stairwell and walkway path below it to the lower tax away. A minimum of 3 bids shall be received for the work period to be funded from the 2023 Operating funds for Buildings and Grounds maintenance to a cost of \$22,000.00.
8	Highway Commissioner's Report a. Taxiway F3 update. Highway Commissioner Hardy invited Greg Stern from Mead and Hunt to speak about the taxiway F 3 update. Stern notes that the project will be delayed until next spring due to complications with DNR water retention requests. This will allow Mead and Hunt to do more research on the project, so they are ready to start early spring 2024. Hardy notes this should not affect construction of Dave Hamilton's hanger. b. April Revenue & Expense Report. Hardy breaks down the expense report by stating that the airport still has a fund balance of \$217k and lists expenses and revenues from the report provided. c. Genset Maintenance. Hardy states that the generator at the airport is still functioning but will have a maintenance crew out to the airport to repair tires and get the generator level. d. STH 39 Interlink Broadband Fiber Project – Bug Tussel. Fiber optic line will be placed along highway 39 and will serve the airport with anticipation to be available in 2024. e. Stern commented the FAA Air Space permit for the Lot #34 Hangar was approved by the BOA. The building will require red navigation beacon lighting on the peak, no other comments. Hardy stated he would reach out to Dave/Matt and see where they were at with their plans for building.
9	Airport Manager's Report – Meyers' Fliers LLC – Reese Meyer A. Fuel Sales Report. Review of March through mid-May fuel sales are on track with recent years. B. Runway Project Completion update – Landscaping and Cave Road Repairs. Project completion within the next 2 weeks as crews from Iverson and James have been at the airport completing the landscaping and restoration of caves road. Reese also notes that a representative from Linden Township was at the airport grounds and met with the contractors about repairs to caves road. C. Site Restoration update. Reese states that site restoration is complete thanks to help from Craig and the highway crew. Dirt has been laid down with seed with hopes that grass will grow in the affected areas soon. D. STH 39 Construction Access updates. Highway 39 construction continues with no delays getting in and out of airport property. Asphalt has been laid on highway 39 with hopes the

	project will be completed within the next couple months. E. 2023 Airport Event Planning – EAA week. Reese comments that he is working on getting flyers sent out for Oshkosh weekend. He will also be cooking hot dogs and burgers for customers during that week as well.
10	Airport Commission Chair report Hardy adds that there is a vacancy in the Commission, and you can apply with the link listed below. Commission member vacancy interest – submit an application form: https://www.iowacounty.org/departments/Committees/iowa-county-volunteer-prospect
11	Adjournment. Motion to adjourn by. Meeting concluded at 8:47 PM
Minutes prepared by Reese Meyer; Meyers Fliers LLC	

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Agricultural Lease Agreement

This Agricultural Lease Agreement ("Agreement") is entered into on this ____ day of _____, 2019, between:

OPERATOR:

Address:

Telephone:

Fax:

E-mail:

OWNER: Iowa County, a political subdivision of the State of Wisconsin
c/o Iowa County Clerk

Address: 222 North Iowa Street

Telephone: 608-935-0399

Fax: 608-935-3024

E-mail: Greg.Klusendorf@iowacounty.org

Operator and Owner hereby agree that the following terms and conditions shall apply to this Agreement:

1. **PROPERTY DESCRIPTION.** The Owner, in consideration of the terms specified herein, leases to the Operator for agricultural purposes the following legally described property ("REAL ESTATE"):

The REAL ESTATE, known as the Iowa County Airport, is located in Linden Township, Iowa County, Wisconsin, containing 145.0 acres, more or less, and subject to all easements now existing or which the Owner may grant in the future. These Premises are further described on the map attached to and hereby incorporated into this Lease Agreement.

2. **TERM OF LEASE.** The term of this lease shall be for the period of three years beginning April 1, 2024 and ending December 31, 2026. Extension of this agreement beyond the ending date shall occur only upon mutual written agreement of the parties and shall be limited to no more than two one-year extensions or through December 31, 2028.

3. **PURPOSE OF LEASE.** The Operator shall have the right to grow agricultural crops on the Real Estate as shown on the Map and described by the Field Descriptions subject to the following specifications:

The Real Estate must be used to produce an annual commodity grain crop (including but not limited to: corn, sunflower, canola, small grains, soybeans) or a perennial or annual forage crop. Any plant material remaining in the ground upon the expiration or termination of the Agreement shall become the property of Iowa County. Perennial plants may be planted, but the Operator forfeits Ownership and control of the plant material upon expiration of the Agreement.

Owner makes no guarantee as to the suitability of the Real Estate for any particular agricultural purpose or the volume, condition, or quality of any agricultural product produced.

4. **PAYMENT.** The Operator agrees to annual payment of \$xxx.xx/acre for 145.0 acres for a total annual payment of \$XX,XXX.XX (XXX dollars an XX 100's) for the lease of the Real Estate described in Paragraph 1 and Paragraph 3. The annual payments are to be made in two installments, with 50% of the total annual payment due upon the date of execution of this Agreement and annually thereafter and the balance of the annual payment due on November 1 of the first year of the Agreement and annually thereafter. Checks or money orders should be made out to Iowa County and sent to the Iowa County Clerk.

In the event the required payment is not received by the due date, interest shall be charged on the outstanding amount owed at an annualized rate of 12%, beginning 30 days after the due date until paid.

5. **OPERATOR RIGHTS, DUTIES, AND CONDITIONS.**

- a. **Liability.** Operator shall assume all liability for any damage or injury to persons or property, real or personal, resulting from the Operator's actions under this Agreement, and will hold Owner harmless from the same.
- b. **Labor.** Operator shall provide the labor necessary to maintain the Real Estate and its improvements during the rental period in at least as good of condition as they were at the beginning, with exception for normal wear and depreciation and damage from causes beyond Operator's control.
- c. **Roadways.** Operator shall use the existing roadways and not construct or improve farm roads, access roads, or stacking and loading areas without written consent of the Owner. Debris resulting from harvesting and transporting is to be disposed of by the Operator prior to termination of the Agreement. Operator shall repair, at Operator's expense and to Owner's satisfaction, any damage caused by Operator to existing roads, fields, and fences.
- d. **Pesticides and Fertilizers.** Operator shall comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers. Operator shall follow label directions in the handling and application of all chemicals used on the Real Estate and shall follow all applicator's licensing requirements.

Operator shall comply with local, state, and federal laws and regulations pertaining to potential groundwater contamination. The exact time, date, product, and rate for each pesticide application shall be recorded and sent to the Iowa County Clerk within twenty days of the date of application.

Fertilizer, lime, manure, or other applications and the cost thereof shall be the responsibility of the Operator, and all applications shall comply with the Soil Conservation and Nutrient Management Plans applicable to the Real Estate. Operator shall maintain and provide to the Iowa County Clerk copies of manure, lime, and all other fertilizer application logs on an annual basis.

- e. **Soil conservation.** Operator shall follow existing Soil Conservation and Nutrient Management Plans for the Real Estate, including soil testing, and shall employ farming practices that are generally recommended and best adapted to this locality unless otherwise mutually agreed upon. Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

All crop residue and stubble shall be left on the field following the harvest in accordance with normal agronomic practices specific to the crop. However, any straw from small grains may be baled and removed from the site.

In the event of soil displacement or erosion, Owner reserves the right to remove the areas from the Agreement with the following procedure:

1. Owner shall inform the Operator of the problem and give the Operator seven (7) days to cure the problem.
 2. If after seven (7) days, the problem has not been fixed to the satisfaction of the Owner, then the Owner reserves the right to fence off the area and re-seed if necessary at the expense of the Operator.
- f. **Watercourses.** Operator shall preserve established watercourses, tile drains, tile outlets, grass waterways, and terraces and refrain from any operations that will cause damage to them. Land subject to serious erosion is not to be tilled in the fall.
- g. **Grazing.** Operator shall keep livestock out of the fields when the soil is soft and protect sod crops, especially new seedings, from too close grazing that might impair the following year's crop. Operator shall refrain from grazing or taking a crop from legume seedings from September 1 until growth germinates. No grazing shall be allowed on the Quarry or Airport properties.
- h. **Weed control.** Operator shall at Operator's expense cut, spray, or otherwise control noxious weeds, including in lots, around buildings, or along roadsides, before they go to seed and whenever necessary to prevent re-seeding.
- i. **Temporary fencing and structures.** Operator may erect, maintain, and remove at Operator's expense, temporary fencing and moveable buildings on the Real Estate, if deemed necessary for operations, provided that such fence or buildings and their removal do not damage Owner's land in any way. Operator may remove such temporary improvements at any time during the lease term, or within seven (7) days after the expiration or termination of this Agreement, provided that Operator leaves in good condition that part of the Real Estate from which such improvements are removed. Unless mutually agreed upon, Operator shall relinquish possession to Owner and shall have no right to compensation for temporary improvements that are not so removed, and Operator shall be liable to Owner for the cost of removing any such improvements remaining on the Real Estate later than seven (7) days after the expiration or termination of this Agreement.
- j. **Existing structures.** The use of any equipment or buildings on the Real Estate which are the property of the Owner is not included in the terms of this Agreement. Operator shall

not add electrical wiring, plumbing, or heating to any existing structures on the Real Estate without consent of the Owner. If consent is given, such additions shall be at Operator expense and must meet all standards and requirements of power and insurance companies, and state law or local ordinances, if applicable.

- k. **Existing resources.** Operator shall have the right to use dead or fallen timber on the Real Estate for fuel or other personal use, but Operator shall not remove or market live trees, gravel, soil, or any other part of the Real Estate without written consent of the Owner.
 - l. **Environmental issues.** Operator shall conduct all operations on the Real Estate in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. Operator shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any illegal release of materials to the environment, Operator shall indemnify Owner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments, or other amounts incurred by Owner as a result of such release.
6. **OPERATOR EXPENSES.** All materials and services related to the growing, harvest, or transportation of Operator's crops or forage shall be supplied by the Operator. Agricultural materials and services include, but are not limited to, fertilizer, seed, fuel, lime, pesticides, and soil tests.
 7. **OPERATOR INSURANCE.** Operator must maintain worker's compensation insurance coverage for the farming operations and any and all employees engaged in operations on the Owner's land during the period of this Agreement if required under Chapter 102, Wis. Stats.

Operator agrees to maintain liability insurance coverage for the farming operations under this Agreement in the amount of no less than \$1,000,000.00.

Prior to commencement of any work during the period of the Agreement, and upon request by Owner, the Operator shall provide proof of insurance coverage to Owner, which shall name Iowa County as an additional insured.

Operator shall not house automobiles, motor trucks, or tractors in barns or on the grounds of the Real Estate or otherwise violate restrictions on Owner's insurance contracts or local ordinances, if any.

8. OWNER RIGHTS, DUTIES, AND CONDITIONS.

- a. **Entry and inspection.** Owner may enter the Real Estate at any reasonable time for the purpose of consulting with the Operator, viewing the property, making repairs or improvements, soil testing, or for other reasonable purposes that do not interfere with the Operator's ability to carry out regular farming operations.
- b. **Buildings, fences, and water supply.** Owner shall maintain at its cost all existing buildings, fences, and mechanical water supplies on the Real Estate unless the same are

damaged by Operator in the course of operations under this Agreement, in which case Operator shall be responsible for the cost of repair and/or replacement.

- c. **Removable improvements.** Owner shall allow Operator to make minor improvements, at Operator's expense, of a temporary or removable nature which do not mar the condition or appearance of the Real Estate. Owner further agrees to allow Operator to remove such improvements at any time during the lease term, or within seven (7) days of the expiration or termination of this Agreement, provided that Operator leaves in good condition that part of the Real Estate from which such improvements are removed.
9. **TRANSFER OF INTEREST.** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this Agreement to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This Agreement shall be binding upon the heirs, assignees, or successors in interest of the Operator. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this Agreement.
10. **NO PARTNERSHIP CREATED.** This purchase agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.
11. **INDEMNIFICATION.** Operator agrees to protect, indemnify and save harmless the Owner and the Owner's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Agreement or in connection with any action or omission of the Operator or Operator's employees, members, agents, contractors, subcontractors, guests, or invitees, and Operator shall defend the Owner and the Owner's employees and agents in any cause of action or suit.
12. **PARTICIPATION IN GOVERNMENT PROGRAMS.** The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, or other purposes shall be at the option of and with written consent of the Owner.

The Operator agrees to preserve the cropland acreage bases allowed under the USDA program provisions and shall not combine this parcel with another farm unit for governmental program purposes without written permission from the Owner.
13. **NOTICES.** Any notice required to be given by or on behalf of either party to this Agreement to the other shall be in writing and addressed to the Owner or Operator as identified on Page 1 of this Agreement. Notice shall be deemed given upon personal delivery, or on the next business day when deposited with an overnight carrier for overnight delivery, or three (3) days after being deposited in the U.S. Mail for mailing by registered mail, postage pre-paid, return receipt requested.
14. **RESOLUTION OF DISPUTES.** Operator and Owner agree to engage in good faith efforts to resolve any disputes arising under this Agreement. If the parties cannot reach a mutual resolution of the dispute, then prior to formal litigation, the parties shall submit to mediation,

with the cost of mediation split equally between the parties. The mediator shall be chosen by mutual agreement of the parties. If the parties cannot agree on a mediator, then each party shall name its preferred mediator, and the two individuals so named shall agree upon a third person to serve as the mediator.

15. SEVERABILITY CLAUSE. This agreement shall be governed by the laws of the State of Wisconsin. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Wisconsin, such invalidation of a part or portion of this Agreement shall not invalidate the remaining portions thereof, which shall remain in full force and effect.
16. CHANGES IN AGREEMENT TERMS. This written Agreement constitutes the entire agreement of the parties. The conduct, representations, or statements of either party, by act or omission, shall not be construed as a material alteration of this Agreement unless and until reduced to writing and executed by both parties as an addendum to this Agreement.

It is further understood that both parties have read the terms and provisions of this Agreement and have agreed to abide by the terms and provisions herein.

17. TERMINATION OF AGREEMENT.

- a. Failure on the part of either party to perform any of the terms, covenants, or conditions covered by this Agreement shall constitute grounds for termination of the Agreement. The party seeking termination of the Agreement on this basis shall give written notice to the other party of its intent to terminate and the grounds for termination, and the party receiving such notice shall have twenty (20) days from receipt to cure the alleged default to the satisfaction of the complaining party before the Agreement is terminated.
 - b. Any dispute arising out of or related to termination of the Agreement shall be resolved by the parties in accordance with Section 14 above.
18. SPECIAL PROVISIONS. Only those Special Provisions marked below with an "X" are applicable to this Agreement and binding on the parties. To the extent that a Special Provision so marked is in conflict with any other language contained within this Agreement, the terms of the marked Special Provision shall control.

~~_____~~ Bloomfield Farm Lease Special Provisions:

- a. ~~Cropland on the Real Estate shall be used to produce only annual grain or forage crops. No perennial plantings, including but not limited to alfalfa, are permitted on the Real Estate.~~
- b. ~~Operator agrees to accept the application of sludge on the Real Estate from the Bloomfield Healthcare and Rehabilitation Center Waste Water Treatment Plant up to two times annually. Application will generally be made after harvest and before planting, with the sludge to be knifed into the ground. Owner shall confer with Operator to come to mutually agreeable dates and times for the sludge application(s).~~

~~_____~~ Bloomfield Pasture Lease Special Provisions:

- ~~a. Operator may graze up to, but not more than, sixty (60) cow/calf pairs on the Real Estate.~~
- ~~b. Operator may have no more than two (2) breeding bulls on the Real Estate at any given time during the term of this Agreement.~~
- ~~c. Operator may not pasture cattle prior to May 1st of any calendar year during this Agreement, and cattle must be removed from the Real Estate by no later than November 1 of any calendar year during this Agreement. Owner may require removal of cattle prior to November 1 in the event of drought conditions or lack of suitable grazing material; in that event, Owner shall give Operator ten (10) days notice prior to requiring removal of the cattle.~~
- ~~d. No feedlots may be operated on the Real Estate, but Operator may place salt/mineral, liquid protein, and calf creep feeders on the Real Estate.~~
- ~~e. Operator is expressly prohibited from planting or harvesting any crop on the Real Estate, which is to be used for grazing only.~~

XXXX Airport Land Lease Special Provisions:

- a. For reasons of runway safety and for airplane operations, Operator shall not use any of the Real Estate for pasturing of livestock, horses, or any other animal.
- b. Crops Near Runway and Safe Operation: Operator agrees to the following:
 - 1) Operator shall meet on an annual basis with the Airport Manager to review the Bureau of Aeronautics, Policy & Procedures Manual, and Agricultural Activities.
 - 2) No equipment of any kind shall be operated within seventy-five (75) feet of a runway edge, nor within three-hundred (300) feet of a runway end.
 - 3) No equipment shall be parked and no hay bales of any kind shall be placed within three-hundred and fifty (350) feet of runway 4/22's edge and within three-hundred and fifty (350) of runway 11/29's edge. No equipment shall be parked and no hay bales of any kind shall be placed within four-hundred (400) feet of any runway end.
 - 4) No crop farming shall take place within two-hundred and twenty (220) feet of runway 4/22's edge and within two-hundred and twenty (220) feet of runway 11/29's edge. No crop farming shall take place within four-hundred (400) feet of any runway end. Exceptions: Soybeans, oats, wheat, barley and grass/alfalfa may be farmed no closer than one-hundred (100) feet from the edge of runway 4/22 and 11/29 and no closer than three-hundred (300) feet from any runway end. Operator must notify the Airport Manager when operating in this area.
 - 5) No tall crop farming shall take place within two-hundred and twenty (220) feet of runway 4/22's edge and within two-hundred and twenty (220) feet of runway 11/29's edge. No tall crop farming shall take place within four-hundred (400) feet of any runway end.
 - 6) No farming operations shall take place within thirty (30) feet of runway lights and PAPI lights.
 - 7) Tenant shall not cross any runway with any kind of equipment. A violation of this covenant shall subject Operator to a forfeiture of \$200.00 plus costs and termination of this Agreement.
 - 8) Tenant must use field gates to minimize traffic near the runways.
 - 9) Farming and/or equipment operations within seventy-five (75) feet of the edge of a runway or within three-hundred (300) feet of the end of a runway (area

mowed by airport personnel) will subject Operator to termination of this Agreement.

c. Expansion of Airport: If expansion plans for the airport should interfere with crops planted by Operator or require their removal prior to natural harvest time, Owner and Operator shall attempt to negotiate a fair market payment from Owner to Operator for any loss caused by the expansion activity.

e. Tenant shall follow the requirements of the County Conservation Plan for the property, and shall file a nutrient management plan for the property annually with

~~Quarry Land Lease Special Provisions: Owner shall permit reasonable access across the Owner's adjacent quarry property located at #3307 CTH Z; however, such access shall be subject to the following conditions:~~

~~a. The parties shall meet and define the specific area of the access easement.~~

~~b. The path of the easement is subject to change to the needs of the parties upon mutual consent and notification, including the quarrying activities which shall be a paramount consideration.~~

~~c. Access shall not be permitted when such access would interfere with normal operations of the Owner's quarry functions.~~

~~d. Operator shall be permitted access through the quarry property during non-business operation hours only upon prior authorization.~~

~~e. Authorization may be obtained orally as necessary by contacting the Iowa County Highway Commissioner.~~

~~f. Owner retains the right to deny access both to the Real Estate and across the quarry when such access is necessary to prevent damage to either the property or the quarry due to adverse weather conditions or at other times when such access will result in significant harm to the interests of the Owner.~~

19. SIGNATURES

Operator Name

Operator Signature

Date

Operator Name

Operator Signature

Date

Owner Representative

Owner Signature

Date

Owner Representative

Owner Signature

Date

Customer(s): IOWA COUNTY AIRPORT COMMISSIONER

Field Office: DODGEVILLE SERVICE CENTER

Agency: USDA-NRCS

Assisted By: MARIE RABOIN

State and County: WI, Iowa County, Wisconsin

Legal Description: Farm 8312 Tract 13123

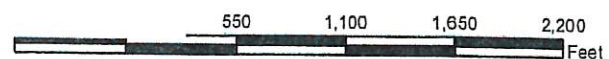


Legend

Sod bust FY16

IOWA_COUNTY_AIRPORT_FARM-----1232-Consplan

Sections



Location	Field #	Use	Acreage	
NE Entry Gate	1	Hangars	5.3	
SW Runway 29	2	Ag/Solar	23.3	
SW Runway 29	3	Ag/Solar	1.6	
NE Runway 29	4	Agricultural	10.9	
Runway 22 Approach	5	Grass	5.9	
SW Runway 29	6	Ag/Solar	9.4	
NE Runway 29	7	Agricultural	12.2	
NW Runway 11	8	Ag/Solar	4.5	
NW Runway 22	9	Agricultural	4.2	
SE Runway 04/22	10	Agricultural	19.6	
SW Runway 04 Approach	11	Agricultural	4.1	
SW Runway 04 Approach	12	Agricultural	9.6	
NW Runway 04	13	Ag/Solar	4.1	
NW Runway 04	14	Ag/Solar	17.6	
SW Runway Intersection	15	Ag/Solar	10.1	
NW Runway 22	16	Agricultural	1.9	
NE Runway Intersection	17	Agricultural	3.6	
NE Runway 29	18	Agricultural	13.9	
SW Runway 29	19	Agricultural	2.76	
NE Runway 29	20	Agricultural	1.17	
SE Runway 04/22	401	Agricultural	1.6	
Runway/Taxiway	713	Operations	144	
		Total	311.33	
		Operations	155.2	
		Agricultural	85.53	156.13
		Ag/Solar	70.6	
			311.33	

2024 AIRPORT REVENUE BUDGET		NEW ACCOUNT NUMBER (ORG CODE - OBJECT)	ACCOUNT DESCRIPTION	ACTUAL 12-31-2021	ACTUAL 12-31-2022	ACTUAL 06-30-2023	PROJECTED 12/31/23 BALANCE	REVISED	2023 ADOPTED	2024 DEPARTMENT BUDGET REQUEST	
OLD ACCOUNT NUMBER											
262.07.41110.00000.000		26253510 - 41110	TAX LEVY-IA COUNTY AIRPORT	76,437.00	70,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	
262.07.41220.00000.000		26253510 - 41221	SALES TAX DISCOUNT	40.00	40.00	10.00	.00	.00	.00	.00	
262.07.43534.00000.000		26253510 - 43534	AIRPORTS - STATE GRANTS	45,000.00	51,630.86	.00	.00	.00	.00	.00	Fuel Profit
262.07.46340.00000.000		26253510 - 46340	IA CO AIRPORT REV-FUEL	152,172.03	200,694.41	34,668.03	88,423.30	129,249.00	129,249.00	108,000.00	18,000.00
262.07.46342.00000.000		26253510 - 46341	IA CO AIRPORT REV-HANGAR REN	30,273.61	30,680.99	13,019.52	30,500.00	30,500.00	30,500.00	30,500.00	
262.07.48115.00000.000		26253510 - 48100	INTEREST INCOME-LAND LEASE	.00	.00	23.09	.00	.00	.00	.00	
262.07.48200.00000.000		26253510 - 48206	IA COUNTY AIRPORT LAND RENT	29,725.00	29,212.50	14,606.00	29,750.00	29,750.00	29,750.00	29,750.00	
262.07.48300.00000.000		26253510 - 48300	SALE OF FIXED ASSETS	1,405.00	2,750.00	.00	3,000.00	.00	.00	.00	
262.07.48410.00000.000		26253510 - 48410	INSURANCE RECOVERY	5,690.00	.00	.00	.00	.00	.00	.00	
262.07.49120.00000.000		26253510 - 49119	NOTE PROCEEDS	.00	.00	.00	5,583.00	5,583.00	5,583.00	5,583.00	
262.07.49201.00000.000		26253510 - 49216	TRANSFERS IN FRM CAP FUND	.00	.00	.00	31,500.00	6,500.00	6,500.00	30,500.00	
			TRANSFERS IN FRM OPERATING FUN	.00	.00	.00	13,502.00	.00	.00	.00	
				340,742.64	385,008.76	122,326.64	242,258.30	261,582.00	261,582.00	268,750.00	
							UTV				

2024 AIRPORT EXPENDITURE BUDGET									
OLD ACCOUNT NUMBER	NEW ACCOUNT NUMBER (ORG CODE - OBJECT)	ACCOUNT DESCRIPTION	ACTUAL 12-31-2021	ACTUAL 12-31-2022	ACTUAL 06-30-2023	PROJECTED 12/31/23 BALANCE	REVISED	2023 ADOPTED	2024 DEPARTMENT BUDGET REQUEST
262.07.53510.00000.211	26253510 - 50290	MGMNT CONTRACTED SERVICES	83,159.92	86,401.64	43,246.64	86,686.60	83,500.00	83,500.00	89,166.64
262.07.53510.00000.216	26253510 - 50460	JANITORIAL/HOUSEKEEPING SER	.00	.00	1,650.00	3,950.00	3,510.00	3,510.00	3,950.00
262.07.53510.00000.220	26253510 - 50220	RECYCLING AND SOLID WASTE	.00	.00	.00	1,050.00	1,040.00	1,040.00	1,000.00
262.07.53510.00000.221	26253510 - 50221	UTILITIES	8,569.44	10,976.64	5,211.75	10,423.50	10,000.00	10,000.00	12,500.00
262.07.53510.00000.225	26253510 - 50225	TELEPHONE	5,185.98	4,715.08	2,387.82	4,775.64	5,200.00	5,200.00	5,200.00
262.07.53510.00000.247	26253510 - 50247	BUILDING AND GROUNDS	.00	18,485.92	14,252.80	150.00	28,045.00	28,045.00	23,700.00
262.07.53510.00000.295	26253510 - 50295	ADVERTISING & BIDS	510.00	40.81	.00	206.88	500.00	500.00	500.00
262.07.53510.00000.311	26253510 - 50311	POSTAGE	169.11	133.30	103.44	.00	300.00	300.00	300.00
262.07.53510.00000.317	26253510 - 50317	COPIER FEES/CHARGES	72.00	169.00	.00	55.12	300.00	300.00	300.00
262.07.53510.00000.319	26253510 - 50319	OTHER OFFICE SUPPLIES	192.97	67.44	27.56	.00	300.00	300.00	300.00
262.07.53510.00000.325	26253510 - 50325	REGISTRATION FEES & TUITIO	522.00	.00	.00	.00	.00	.00	.00
262.07.53510.00000.340	26253510 - 50350	SUPPLIES/REPAIRS	11,756.11	896.73	1,131.61	157.68	250.00	250.00	250.00
262.07.53510.00000.347	26253510 - 50347	CREDIT CARD FEES	227.03	439.19	78.84	46,526.13	89,250.00	89,250.00	90,000.00
262.07.53510.00000.351	26253510 - 50351	FUEL-AIRPLANES	107,245.82	153,495.66	26,919.80	12,000.00	12,250.00	12,250.00	12,524.00
262.07.53510.00000.355	26253510 - 50246	EQUIPMENT REPAIRS/MAINTENA	4,022.27	16,866.01	8,901.02	1,200.00	1,200.00	1,200.00	1,350.00
262.07.53510.00000.356	26253510 - 50359	FUEL TANK TESTING & REPAIR	707.50	2,497.74	391.00	3,707.64	3,500.00	3,500.00	4,000.00
262.07.53510.00000.358	26253510 - 50358	FUEL-VEHICLES	3,869.67	3,590.39	1,853.82	11,774.94	8,750.00	8,750.00	12,000.00
262.07.53510.00000.511	26253510 - 50510	BUILDING & LIABILITY INS	8,154.48	10,122.99	11,774.94	1,604.00	1,604.00	1,604.00	1,700.00
262.07.53510.00000.519	26253510 - 50512	STORAGE TANK LIABILITY INS	1,422.00	1,528.00	.00	.00	.00	.00	.00
262.07.53510.00000.740	26253510 - 50740	BAD DEBT EXPENSE	92.00	17.82	.00	.00	.00	.00	.00
262.07.53510.00000.805	26253510 - 50340	IA CO AIRPORT OUTLAY > \$50	.00	.00	.00	59,000.00	12,083.00	12,083.00	.00
		Rev - Exp	235,878.30	310,444.36	117,931.04	242,258.13	261,582.00	261,582.00	258,750.64
		Exp Totals	104,864.34	74,564.40	4,395.60	.16	.00	.00	-64
		Amount of Increase to the Levy							258,750.64
		% of Increase							5,666.64
					Septic				2%
						34,000.00			
						25,000.00			
						59,000.00			

13A

MRJ Airport Capital Outlay Plan 2023-2028											
AIP #	YEAR	TOTAL	Local Cost Share Source	State Match / Grant	State Apportionment	Federal Entitlement \$150,000/Yr	Federal Bill Funding \$159,000/Yr	Federal Discretionary	Airport Capital FB	Local Funding Source	
	2023 Account / Fund Balances										
LOCAL	A Hangars H-O/34-36 Septic Bed	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 150,000	\$ 159,000	-	\$ 227,904	ARPA	
LOCAL	B Hangars H-O/34-36 Water Main	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	-		ARPA	
	C Taxilane F1 - Design PHS1	\$ 70,000	\$ 3,500	\$ 3,500	\$ -	\$ 63,000	\$ -	-	\$ 5,583	Capital Borrow	
	D Taxilane F1 - Construct PHS1	\$ 200,000	\$ 10,000	\$ 10,000	\$ -	\$ 180,000	\$ -	-	\$ 6,500	Airport FB	
	E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	Budget	\$ 29,717	
	Subtotal	\$ 355,000	\$ 98,500	\$ 13,500	\$ -	\$ 243,000	\$ -	-	\$ 12,083	\$ 17,634	
	2024 Account / Fund Balances										
	A Update Master Plan Phase 2 - Exhibit A	\$ 80,000	\$ 4,000	\$ 4,000	\$ -	\$ 57,000	\$ 318,000	-	\$ 215,821		
ALP	B Taxiway B1 - Design	\$ 50,000	\$ 2,500	\$ 2,500	\$ -	\$ 45,000	\$ -	-			
ALP	C Taxiway G3 - Design @ Future Fuel Farm	\$ 30,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 27,000	-			
ALP	D Taxilane F1 - Design PHS2	\$ 40,000	\$ 2,000	\$ 2,000	\$ -	\$ 36,000	\$ -	-			
ALP	E Taxilane G7 - Design	\$ 60,000	\$ 3,000	\$ 3,000	\$ -	\$ 54,000	\$ -	-			
	F Airport Owned Hangar Design	\$ 100,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 90,000	-			
	I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
	Subtotal	\$ 360,000	\$ 24,500	\$ 11,500	\$ -	\$ 207,000	\$ 117,000	-	\$ 24,500	Airport FB	
	2025 Account / Fund Balances										
ALP	A Taxiway B1 Construct w/ Lighting	\$ 300,000	\$ 15,000	\$ 15,000	\$ 120,000	\$ 150,000	\$ -	-	\$ 191,321		
ALP	B Taxilane G3 - Construct @ Future Fuel Farm	\$ 70,000	\$ 7,000	\$ -	\$ -	\$ -	\$ 63,000	-			
ALP	C Taxilane F1 - Construct PHS2	\$ 150,000	\$ 7,500	\$ 7,500	\$ 135,000	\$ -	\$ -	-			
ALP	D Taxilane G7 - Construct	\$ 300,000	\$ 15,000	\$ 15,000	\$ 270,000	\$ -	\$ -	-			
	Subtotal	\$ 820,000	\$ 44,500	\$ 37,500	\$ 525,000	\$ 150,000	\$ 63,000	-	\$ 44,500	Airport FB	
	2026 Account / Fund Balances										
	A Airport Owned Hangar - Construct	\$ 1,000,000	\$ 270,000	\$ -	\$ -	\$ 150,000	\$ 580,000	-	\$ 146,821		
	B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
	C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-			
	Subtotal	\$ 1,000,000	\$ 270,000	\$ -	\$ -	\$ 150,000	\$ 580,000	-	\$ 270,000	Airport FB	
	2027 Account / Fund Balances										
A	Taxiway C/C1/C2 - Design	\$ 50,000	\$ 2,500	\$ 2,500	\$ -	\$ 45,000	\$ -	-	\$ (123,179)		

[illegible]

[illegible]

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ORDINANCE NO. _706__

**AN ORDINANCE CREATING THE
POSTING of TEMPORARY WORK ZONE SPEED LIMITS**

The County Board of Supervisors of Iowa County do ordain as follows:

(1) Title and Purpose.

(a) Title:

This ordinance shall be cited, known, and referenced to as:
The Iowa County Temporary Work Zone Speed Limits Ordinance.

(b) Purpose:

This Ordinance shall be established to create uniform, concise, and consistent guidance for the setting of Speed Limits for temporary project locations within Work Zones under the control of the Iowa County Highway Department work force.

(2) Authorization, Jurisdiction, and Severability.

(a) Statutory Authorization

1. Wis. Stats. §§ 83.015 (2) Powers and Duties, (b) summarizes the duties of the Highway Commissioner versus the County Board (Public Works) Committee; including CH 349.11:

In any county with a highway commissioner appointed under s. 83.01 (1) (b) or (c), the county highway committee shall be only a policy-making body determining the broad outlines and principles governing administration and the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under par. (a), sub. (3) (a) and ss. 27.065 (4) (b) and (13), 32.05 (1) (a), 82.08, 83.01 (6), 83.013, 83.018, 83.025 (1) and (3), 83.026, 83.035, 83.04, 83.05 (1), 83.07 to 83.09, 83.12, 83.14 (6), 83.17, 83.18, 83.42 (3) and (4), 84.01 (5), 84.06 (3), 84.07 (1) and (2), 84.09 (1), (3) (a) to (c) and (4), 84.10 (1), 86.04 (1) and (2), 86.07 (2) (a), 86.19 (3), 86.34 (1m), 114.33 (5), 349.07 (2), 349.11 (4) and (10) and 349.15 (2).

No statutory power, duty, or function specified elsewhere within statutes for the county highway commissioner may be deemed impliedly repealed for the sole reason that reference to it has been omitted in this paragraph.

2. Wis. Stat. § 349.11(10) provides the authority to impose speed limits which differ from those statutorily created by Wis. Stat. § 346.57, if a highway is being constructed, reconstructed,

maintained, or repaired to local authorities with respect to highways under their jurisdiction, post a temporary speed limit less than the speed limit imposed under this section or under Wis. Stat. § 346.57.

3. Wis. Stat. § 349.11(10) provides the authority to impose speed limits which differ from those statutorily created by Wis. Stat. § 346.57 to any highway committee performing maintenance of the state trunk highway system under Wis. Stat. § 84.07 and any local authority with respect to highways not under its' jurisdiction that are being constructed, reconstructed, maintained, or repaired by the local authority may, for the safety of the highway construction and maintenance workers, pedestrians and highway users, post a temporary speed limit less than the speed limit imposed under this section or under Wis. Stat. § 346.57.
4. Wis. Stat. § 83.015 (2) (b) transfers the power and duties in any county with a Highway Commissioner appointed under Wis. Stat. §§ 83.01 (1) (b) or (c), the county highway committee shall be only a policy-making body determining the broad outlines and principles governing administration and the county highway commissioner shall have the administrative powers and duties prescribed for the highway committee under Wis. Stat. § 349.11(10) and other portions of statutes.

The County Highway commissioner is hereby authorized to set, determine, and direct the posting of any special speed limit reduction on projects within Iowa County where the County Highway department is performing any of the work.

(b) Jurisdiction

The Iowa County Highway Department provides annual construction and maintenance work to the State Trunk Highway system within the County of Iowa on behalf of the state through various agreements and contracts as authorized within Wis. Stats. §§ 84.07 (1) Maintenance of State Trunk Highways, Routine Maintenance; 84.07 (2) Maintenance of State Trunk Highways, Repayment for State Work; 83.015 (3) County Highway committee, Cost Accounting System; and other portions of state statutes related to Inter-governmental Agreements with other governmental agencies or jurisdictions within the County.

- (c) Severability
Should any section, clause, portion, or provision of this Ordinance be adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

(3) Definitions

- (a) General
 - (1) The word "shall" is mandatory; the word "may/should" is permissive.
 - (2) The words "used" or "occupied" also mean intended, designed or arranged to be used or occupied.
 - (3) The word "person" includes any individual, firm, association, joint stock association, organization, partnership, limited, trust, body politic, governmental agency, company, corporation and includes any trustee, receiver, assignee, or other representative thereof.
- (b) Definitions
 - (1) County Trunk Highway – Any segment of a road under the jurisdictional maintenance authority of the Iowa County Highway Department.
 - (2) Highway has the meaning identified in Wis. Stat. § 340.01 (22) with exception to driveways and means all public ways and thoroughfares and bridges on the same. It includes the entire width between the boundary lines of every way open to the public as a matter or right for the purposes of vehicular travel. It includes those roads in the state, county, or municipal parks and in state forests which have been open to the use of the public for the purposes of vehicular travel.
 - (3) Highway Commissioner shall have the powers and duties summarized in Wis. Stats. Ch. 83 County Highways.
 - (4) Manual on Uniform Traffic Control Devices as published and created by the Federal Highway Administration is the document adopted by the Wisconsin Department of Transportation in compliance with Wis. Stat. § 349.065 (4) (e); Wis. Stat. § 349.065 (4) (f); and Wis. Stat. § 84.60 (1) (a). The manual shall be the guide utilized for the installation of highway signage. This shall include the Wisconsin Supplement of the current versions as well.
 - (5) State Trunk Highway – Any segment of a road which is under the jurisdictional maintenance authority of the Wisconsin Department of transportation.

(4) Regulations

- (a) The Iowa County Highway Commissioner, the Iowa County Sheriff, and in their absence, the Highway Operations Manager is authorized at their discretion to impose mandatory temporary speed limits in any work zone as identified herein where Iowa County employees are working under the continuing authority of this section and without the need of further action by this body.

- (b) The temporary speed limits imposed above shall be in accordance with this section and shall be imposed by posting of either portable or fixed temporary regulatory speed limit signs of the same size, shape, design, reflectivity, and facing requirements of permanent regulatory speed limit signs, type R2-1, for the state trunk highway, county trunk highway or other local roadway under the county's jurisdiction as described in the Manual on Uniform Traffic Control and Devices as published by the Federal Highway Administration as adopted by the Wisconsin Department of Transportation and the Wisconsin Supplement to the Manual on Uniform traffic Control and Devices for which they will be installed on or along and with said work being performed by the County Highway Department.
- (c) The designated temporary speed limit signage may be posted on any highway under the jurisdiction of this authority, and any state trunk highway upon which this county performs maintenance under Wis. Stat. §§ 84.07; when such highway is being constructed, reconstructed, maintained, or repaired; and only effective in the identified work zone area of such work and of those persons engaged in performing such work.
- (d) Temporary Speed Limit signage shall be posted in compliance with Wis. Stat. § 349.065 Uniform Traffic Control Devices. Local authorities shall place and maintain traffic control devices upon highways under their jurisdiction to regulate, warn, guide or inform traffic. The design, installation and operation or use of new traffic control devices placed and maintained by local authorities after the adoption of the uniform traffic control devices manual under s. [84.02 \(4\) \(e\)](#) shall conform to the manual. After January 1, 1977, all traffic control devices placed and maintained by local authorities shall conform to the manual.
- (e) Any such temporary speed limit reduction imposed in an area where construction, reconstruction, maintenance, or repair work is being performed on the shoulders or what is normally the travelled portion of the roadway, shall be no less 45 MPH or 10 MPH less than the normally posted speed limit in effect for that portion of highway, whichever is deemed advisory by the Highway Department Management (i.e. temporarily 35 MPH in a normally 45 MPH zone or temporarily 60, 55, 50 or 45 MPH in a normally 65 MPH zone).
- (f) No temporary speed limit posting shall be imposed when construction, reconstruction, maintenance, or repair work is being performed inside the right-of-way but not on the shoulders or the travelled portion of the highway.
- (g) Any speed limits imposed under the authority of this section are temporary, and the signs imposing such limits shall be removed, covered, or otherwise obscured when the highway construction or maintenance workers performing construction, reconstruction, maintenance, or repairs and their equipment are not present on the shoulders or travelled portion of the roadway or the conditions causing the speed reduction are no longer existent or relevant.

- (h) The work area, in which any temporary speed limit is imposed; shall be terminated by posting a regulatory speed limit sign informing the public of the specific speed limit outside of the area of where construction, reconstruction, maintenance, or repair work is being performed; and the work zone shall be identified by an advance "Road Work Ahead" sign at the beginning limits of the work and an "End Road Work" sign at the ending limits of the work.

(5) Administration and Enforcement

- (a) The Highway Commissioner and the County Sheriff are hereby authorized to administer this Ordinance.
- (b) The Highway Commissioner shall notify the Iowa County Sheriff's Office when a determination is made whereby the Highway Department will be posting any temporary work zone speed limits.
- (c) This ordinance shall be in effect upon proper publication and notification by the County Clerk and the Clerk is hereby authorized to do so.
- (d) This ordinance shall be in effect upon approval and adoption and shall remain in effect until rescinded or amended by further action of the Iowa County Board of Supervisors.
- (e) With this Ordinance, in addition to complying with the speed restrictions imposed by §§ 346.57 subs. (2) and (3); no person shall drive a vehicle in excess of any speed limit established pursuant to law by state or local authorities and indicated by official signs.
- (f) The Iowa County Sheriff's Office, and law enforcement officers as described in Wis. Stat. § 349.02(1), are hereby authorized to enforce this Ordinance in compliance with the Rules of the Road in Wis. Stat. § 346.57 (5) Zoned and posted limits.

(6) Violations and Penalties

- (a) In accordance with Wis. Stat. § 346.60; the penalties for violating the speed limits established by this Ordinance shall be in compliance with those as created for violations within Wis. Stats. §§ 346.57 (4) (gm) or (h) based on the speed limit and type of highway the violation occurs on.
- (b) Nothing in this Ordinance is created to amend or modify Wis. Stats. §§ 346.60 (3m) (a) or (b) or (c) related to fines in work zones when workers are present or school zones when students are present.
- (c) The Sheriff's Office, or other authorized law enforcement officers, shall issue citations for violation of this Ordinance in compliance with the applicable portions of Wisconsin State Statutes.
- (d) Violations of this Ordinance shall be prosecuted by the Iowa County Corporation Counsel upon referral by the Sheriff's Office or other authorized law enforcement agency, or upon issuance of a citation.

IOWA COUNTY,

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

ATTEST:

Kristy K. Spurley, County Clerk

Published:

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