

If anyone would like to speak at the meeting, County Board Rules require they contact the County Clerk's Office no later than 4:00 pm on the day of the meeting to register. 608.935.0399.

IOWA COUNTY BOARD MEETING

AGENDA

Tuesday, June 18, 2024

7:00 p.m.

Conference Call 1-312-626-6799

<https://us02web.zoom.us/j/87929786043>

Meeting ID 879 2978 6043

Health and Human Services Center - Community Room

303 West Chapel St., Dodgeville, WI 53533

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

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

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

1. Call to order by Chairman John M. Meyers.
2. Pledge of Allegiance.
3. Roll Call.
4. Approve the agenda for this June 18, 2024 meeting.
5. Approve the minutes of the May 21, 2024 meetings.
6. Special matters and announcements.
 - Committee Chair reports.
 - Certificate of Excellence Award – Iowa County Child Support.
 - Social Service and ADRC 2023 Annual Report. (set out)
 - Update from Pattern Energy.
7. Comments from the public.
8. Land use changes from the Towns:
 - 1-0624 Brigham – Rezoning request by Town of Brigham and the Bethel Cemetery Association.
 - 2-0624 Highland – Rezoning request by Mike Pink.
 - 3-024 Pulaski – Rezoning request by Jennifer Wolf.
9. Presentation of Outdoor Recreation and Tourism Grants.
 - Village of Barneveld-Memorial Park – \$15,000

- Mineral Point Historical Society – Blues & Roots Festival - \$2,500
- WI Historical Foundation – Pendarvis – Fence at Mine Hill Trail - \$5,650
- Shake Rag Alley – Lights, Fence, WIFI - \$12,850
- Taliesin Preservation – Day at Taliesin Event - \$4,000
- Dodgeville Elementary – Inclusive Playground - \$5,000
- Iowa County Fair – Grandstand Restroom - \$5,000

10. 2023 Recreation Grant Recipient Presentations:

- Patti Peltier from Savor the River Valley.
- Tom Michek from Blackhawk Lake.
- Lisa Hay from City of Mineral Point.

11. Presentation: Health Iowa County website and community calendar:

Geana Shemak PHD, ATC, Community Coordinator/Health Educator, Iowa County Health Department.

12. Recommendation on Committee Appointments.

13. Ordinance 1001.01 Repealing 800.01A and 400.12 re: the Tri-County Airport.

Public Works Committee

14. Resolution No. 4-0624 Agreement with the Village of Hollandale for a new Satellite Shop Facility in the Village of Hollandale.

Health & Human Services Committee

15. Presentation of Opioid Funded National Conference attendance.

Executive Committee

16. Resolution No. 5-0624 Iowa County Settlement Agreement Authorization Authorizing Iowa County to Enter Into the Settlement Agreement with The Kroger Co. and Agree to the Terms of Addendum Two to the MOU Allocating Settlement Proceeds.

17. 2025-2029 Capital Improvement Plan.

18. Resolution No. 6-0624 Resolution-Notice of Intent to Issue Financing (Highway).

19. Approve the Administrator's appointment of:

- Timothy Whisler to the ADRC Board for a three-year term Expiring on May 1, 2027.
- Peter Vanderloo to the Board of Adjustments for a three-year term expiring on June 30, 2027.

Administrator's appointments continued:

- William Ladewig to the Ethics Board for a three-year term expiring on June 1, 2027.
- Scott Godfrey to the Land Information Council for a three-year term expiring on May 31, 2027.
- Debi Heisner to the Land Information Council for a three-year term expiring on May 31, 2027.
- Cindy Ballard to the Land Information Council for a three-year term expiring on May 31, 2026.
- Taylor Campbell to the Land Information Council for a three-year term expiring on May 31, 2026.

20. County Administrator's report.

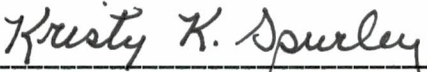
21. Chair's report.

22. Motion to convene in closed session pursuant to State Statute 19.85 (1) (g) Wisconsin Statutes, conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Receive update and advice regarding BARD litigation and court decision).

23. Motion to return to open session.

24. Possible action on closed session items.

25. Motion to adjourn to July 16, 2024.



Kristy K. Spurley, County Clerk

Posted 6/12/2024 @ 12:00 pm

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

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

1. Call to order by Chairman John M. Meyers.

2. Pledge of Allegiance.

No.	Date/Time	Destination	Times	Type	Result	Resolution/ECM
001	06/12/24 12:11	Dodge Chronicle	0°00'22"	FAX	OK	200x100 Normal/On
002	06/12/24 12:12	WDMP	0°02'01"	FAX	OK	200x100 Normal/Off

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

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

The Board of Supervisors met in the Health and Human Services Center Community Room in the City of Dodgeville on Tuesday, May 21, 2024 at 7:00 p.m. and was called to order by the Honorable John M. Meyers, Chair of the Board.

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

Roll call:

Members attending in person: Douglas Richter, Ingmar Nelson, Dan Nankee, Curt Peterson, Darrell Kreul, Dave Gollon, Bruce Paull, Joan Davis, Dody A. Cockeram, Brad Stevens, Mike Peterson, Richard Rolfsmeyer, John Meyers, Tim Lease, Don Gander, Justin O'Brien, Don Leix, Mel Masters and Kevin Butteris.

Remotely: Excused: Jerry Galle and Adam Stucki

Approval of the Agenda: Motion by Sup. Nankee seconded by Sup. Davis to approve the agenda for this May 21, 2024 meeting. Motion carried unanimously.

Approval of Minutes: Motion by Sup. C. Peterson seconded by Sup. Lease to approve the minutes from the April 16th and May 2nd, 2024 meetings. Motion carried unanimously.

Special matters and announcements.

- Committee Chair Reports:
Sup. Masters reported on the Public Safety Committee and the Iowa County Airport. Sup. Nankee reported that Iowa County received a \$200,000 Veteran's Mental Health grant and the Public Health Department has applied for \$55,000 grant for a Public Health vending machine. Sup. Leix reported that Blackhawk Lake new showers will be ready next week for the season.
- SW Wisconsin Regional Planning Commission Spring newsletter.
- Sup. Rolfsmeyer distributed bookmarks for Grandview and presented a photo to the County of Grandview.

Comments from the public:

- Rick Zemlicka – Wind Siting Council

Motion by Sup. Gollon seconded by Sup. Davis to adopt Amendatory Ordinance 1-0524 thru 7-0524 as a group. Motion carried unanimously.

Amendatory Ordinance No. 1-0524 to zone 2.35 acres from A-1 Agricultural to all AR-1 Agricultural Residential in the Town of Arena.

Amendatory Ordinance No. 2-0524 to zone 11.03 acres from AR-1 Agricultural Residential to AB-1 Agricultural Business the Town of Brigham.

Amendatory Ordinance No. 3-0524 to zone 12.9 acres from A-1 Agricultural to AR-1 Agricultural Residential in the Town of Dodgeville.

Amendatory Ordinance No. 4-0524 to zone 5.256 acres from A-1 Agricultural to AR-1 Agricultural Residential with 40 acres having the AC-1 Agricultural Conservancy overlay in the Town of Mifflin.

Amendatory Ordinance No. 5-0524 to zone 2.24 acres from A-1 Agricultural to AR-1 Agricultural Residential with 40 acres having the AC-1 Agricultural Conservancy overlay in the Town of Mifflin.

Amendatory Ordinance No. 6-0524 to zone 0.096 acre from AR-1 Agricultural Residential to C-1 Conservancy with 9.459 acres to remain AR-1 Agricultural Residential in the Town of Mineral Point.

Amendatory Ordinance No. 7-0524 to zone 4.34 acres from A-1 Agricultural to AR-1 Agricultural Residential with approximately 39 acres having the AC-1 Agricultural Conservancy overlay in the Town of Mineral Point.

General Government Committee

Motion by Sup. O'Brien seconded by Sup. Davis to send back Policy 701 – Safety Manual and Policy 404 – Safety Inspections to committee for review. Motion carried unanimously.

Motion by Sup. Lease seconded by Sup. Rolfsmeyer to approve Resolution 8-0524 Establishing a Self-Insured Worker's Compensation Program. Motion carried unanimously.

Public Works Committee

Motion by Sup. Gollon seconded by Sup. Leix to approve Resolution 9-0524 Jurisdictional Transfer Agreement for CTH CC-CTH C to STH 14 with Town of Arena. Motion carried unanimously.

Motion by Sup. Butteris seconded by Sup. Paull, Sup. Paull moved to amend to increase the registration fee to \$30, seconded by Sup. Gander to approve the amendment of Ordinance #800.06A – The Annual County Vehicle Registration Fee.

Vote on Amendment Aye – 5 Nay – 14

Vote on Original motion Aye-18 Nay – 1 (Leix)

Sup. Gollon left the meeting at 7:28 p.m.

Executive Committee

Motion by Sup. Masters seconded by Sup. Paull to approve the contributions and in-kind services to the SUN program. Motion carried unanimously.

Motion by Sup. Stevens seconded by Sup. M. Peterson to approve Resolution 10-0524 to Establish a Project Account called: K9 Support. Motion carried unanimously.

Motion by Sup. Nankee seconded by Sup. Lease to approve Resolution 11-0524 to Establish a Project Account called: Courthouse Grounds & Memorial Improvements. Motion carried unanimously.

Motion by Sup. O'Brien seconded by Sup. Paull to approve Resolution 12-0524 to Establish a Project Account called: Health Care Equipment Loan (HELP) Account. Motion carried unanimously.

Motion by Sup. Stevens seconded by Sup. M. Peterson to approve Resolution 13-0524 Recommending 2023 Budget Amendments for Various Departments. Motion carried unanimously.

Motion by Sup. Nankee seconded by Sup. Paull to approve Resolution 14-0524 Transfer of Funds from the General Fund Balance. Motion carried unanimously.

Motion by Sup. Davis seconded by Sup. M. Peterson to approve Resolution 15-0524 for Carryover of Certain Accounts from 2023 to 2024. Motion carried unanimously.

Motion by Sup. Davis seconded by Sup. Lease to approve Resolution 16-0524 Approving Revenue Bond Financing for Bug Tussel Wireless, LLC. Discussion followed. Bug Tussel representative Scott Feldt, Government Relations Director gave a brief explanation of the resolution. Motion carried. Sup. Butteris voted no.

Motion by Sup. M. Peterson seconded by Sup. Rolfsmeyer to approve the Administrator's appointment of:

- Joann Manteufel to the Barneveld Public Library for a three-year term expiring on May 1, 2027.

County Administrator reminded the supervisors about the WCA conference.

No Chairman report.

Mileage and Per Diem Report for this May 21, 2024 Session of the County Board was presented.

19 members 475 miles and Per Diem \$1,293.25

Motion by Sup. Nankee seconded by Sup. O'Brien to approve. Motion carried unanimously.

Motion by Sup. Kreul seconded by Sup. Lease to convene in closed session pursuant to Section 19.85(1)(g), Wisconsin Statutes, conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Receive update and advice regarding BARD litigation, HHS HVAC claim, and eminent domain cases); AND Section 19.85(1)(e), Wisconsin Statutes, deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Discuss Iowa County Airport property and Airport Zoning Permit Moratorium). Motion carried unanimously.

Entered closed session at 8:10 p.m. with Larry Bierke, Craig Hardy and David Morzenti.

Motion by Sup. Leix seconded by Sup. C. Peterson to return to open session. Motion carried unanimously.

Entered open session at 8:38 p.m.

Motion by Sup. M. Peterson seconded by Sup. Rolfsmeyer to approve Resolution 17-0524 Advance Land Acquisition Loan. Motion carried unanimously.

Motion by Sup. Davis seconded by Sup. Cockeram to adjourn to June 18, 2024. Motion carried unanimously.

Meeting adjourned at 8:39 p.m.

John M. Meyers, Chairman

Kristy K. Spurley, County Clerk

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 Tri-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 VINCINITY 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

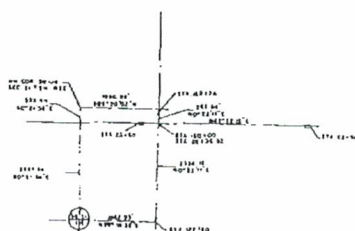
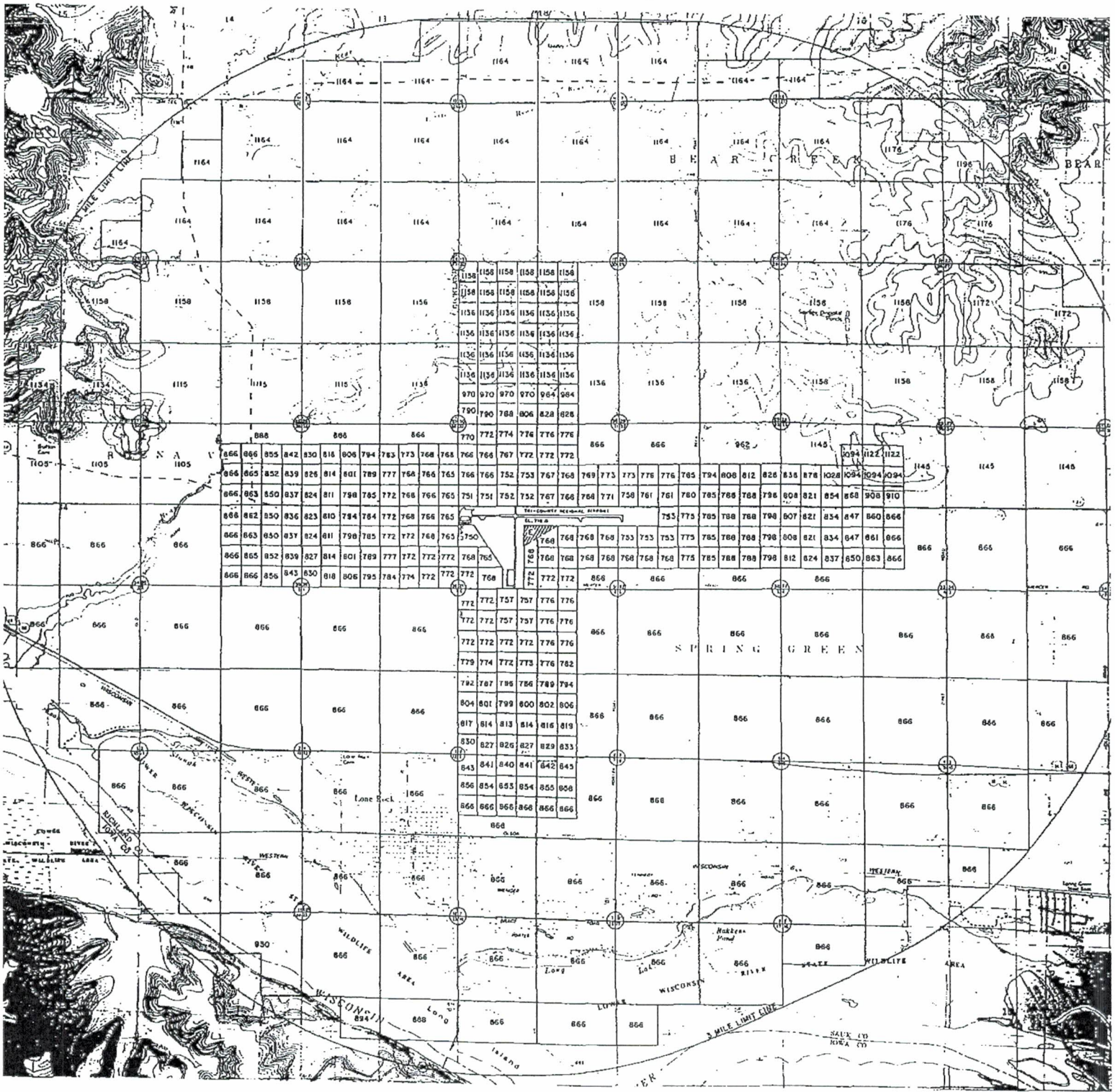
Penalties. Any person violating any of the provisions of this ordinance shall, upon conviction, forfeit not less than twenty-five dollars (\$25.00) nor more than two hundred fifty dollars (\$250.00) for such offense, together with the costs of prosecution, and in default of payment of such forfeiture 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.



NOTES

1. LONG PROJECTIONS AND SECTION AND BOUNDARY LINES ENTER THESE WHERE STREET CENTERLINE AND WHEN FOR BOUNDARY.
2. NEAREST LIGHTSTONES SHOW ADJACENT ELEVATIONS MEASUREMENT AND PLANNING LEVELS ON FEET.
3. TOWNSHIP AND RANGE ARE APPROXIMATE WITH HYPOTHETICAL STATE AVERAGE ELEVATION 111.25.

LEGEND

- PROPERTY LINE
- EDGED ELEVATIONS
- PAVED HIGHWAY
- SECTION CORNERS
- ESSENTIAL AREAS

HEIGHT LIMITATION ZONING MAP

TRI-COUNTY REGIONAL AIRPORT
LONE ROCK, WISCONSIN

SCALE 1"=1000' DATE REVISED 10/11/10 BY J.E.D. 10/11/10 11/11/10 12/11/10 1/12/11 2/12/11 3/12/11 4/12/11 5/12/11 6/12/11 7/12/11 8/12/11 9/12/11 10/12/11 11/12/11 12/12/11 1/13/12 2/13/12 3/13/12 4/13/12 5/13/12 6/13/12 7/13/12 8/13/12 9/13/12 10/13/12 11/13/12 12/13/12 1/14/13 2/14/13 3/14/13 4/14/13 5/14/13 6/14/13 7/14/13 8/14/13 9/14/13 10/14/13 11/14/13 12/14/13 1/15/14 2/15/14 3/15/14 4/15/14 5/15/14 6/15/14 7/15/14 8/15/14 9/15/14 10/15/14 11/15/14 12/15/14 1/16/15 2/16/15 3/16/15 4/16/15 5/16/15 6/16/15 7/16/15 8/16/15 9/16/15 10/16/15 11/16/15 12/16/15 1/17/16 2/17/16 3/17/16 4/17/16 5/17/16 6/17/16 7/17/16 8/17/16 9/17/16 10/17/16 11/17/16 12/17/16 1/18/17 2/18/17 3/18/17 4/18/17 5/18/17 6/18/17 7/18/17 8/18/17 9/18/17 10/18/17 11/18/17 12/18/17 1/19/18 2/19/18 3/19/18 4/19/18 5/19/18 6/19/18 7/19/18 8/19/18 9/19/18 10/19/18 11/19/18 12/19/18 1/20/19 2/20/19 3/20/19 4/20/19 5/20/19 6/20/19 7/20/19 8/20/19 9/20/19 10/20/19 11/20/19 12/20/19 1/21/20 2/21/20 3/21/20 4/21/20 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AGENDA ITEM COVER SHEET

Title: Agreement with Village of Hollandale for Satellite shop facility in the village



☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

The Department has reached a tentative agreement with the Village of Hollandale regarding development of parcel(s) in the Village for the new highway shop facility to be located there. The new facility is replacing the current facility from 1947 and 1981.

RECOMMENDATIONS (IF ANY):

Review and provide input, then approve for County Board consideration as it involves sales of county property.

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☐ No

If yes, please list below:

Supplemental information regarding the properties in the village of Hollandale which are involved.

FISCAL IMPACT:

Specified in the agreement. Funding approved in 2024 budget and recent resolution authorizing borrowing for the Hollandale Shop Facility development.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10 Mins

COMPLETED BY: CRH

DEPT: HWY & Corp Counsel

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 06-10-2024

AGENDA ITEM # 6

COMMITTEE ACTION:

Approved by PW Committee.

Resolution No. 4-0624
Village of Hollandale Resolution No. _____.

**MEMORANDUM OF UNDERSTANDING BETWEEN the COUNTY OF IOWA and the
VILLAGE of HOLLANDALE associated with the CONSTRUCTION of a NEW
SATTELLITE SHOP FACILITY for the IOWA COUNTY HIGHWAY DEPARTMENT
in the VILLAGE of HOLLANDALE.**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Iowa, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), the Village of Hollandale, a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE").

WITNESSETH:

WHEREAS, the COUNTY identified a need to reconstruct its' satellite shop facility in the Village of Hollandale to enhance routine and winter maintenance service delivery in the South East portion of Iowa County, And;

WHEREAS, the existence of a shop facility in the Village of Hollandale is mutually beneficial for maintenance of the county and state highway systems in the Southeastern portion of the County, And ;

WHEREAS, the COUNTY possesses a building and facility in the village of interest to the VILLAGE, and the VILLAGE possesses a land parcel of interest to the COUNTY, And;

WHEREAS, the COUNTY performed to have contracted a Sales Study to evaluate several existing building and vacant parcels and properties in the Village for determination of value for discussions of economical and mutually beneficial trade, And;

WHEREAS, the Village and County have been involved in, offered input to, and have agreed with various aspects of the Facility improvement project relating to construction of a new shop building and a new salt storage building and that involvement included several meetings, actions, and discussions to develop the proposed improvements;

NOW, THEREFORE BE IT RESOLVED, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the VILLAGE and COUNTY do hereby agree as follows:

That although the majority of the new Facility building(s) construction, site grading and improvement, utility improvements, and property acquisition costs are borne by the COUNTY through this project, there are some monetary and non-monetary cost considerations borne by the Village. These mutually beneficial considerations are as listed herein:

Village of Hollandale:

1. Conceptually agrees to a land swap consisting of the following parcels:
 - a. Parcel 137-0117, a mostly vacant parcel of 55,550 SFt m/l with a small garage type structure of approximately 800 SFt.; to which title to is held by the VILLAGE.
 - b. Parcel 137-0114.OL1, a vacant parcel of 2,927 SFt m/l; which is presently deemed as a non-buildable Outlot to which title is held by the VILLAGE.
 - c. Parcel 137-0114, which is a public street right of way dedicated by Certified Survey Map and reserved for a Village Street to be known as Main Street, of 14,016 SFt m/l area.

All of the above parcels (a-c) are hereby estimated to be worth an agreed upon value of \$255,180.00 based on the Sales Study provided value of \$3.52/SFt for vacant parcels.
 - d. Parcel 137-0088, is an improved building facility site of 20,250 SFt, which title to is held by the COUNTY. This parcel is estimated to be worth an agreed upon value of \$254,950.00 based on the Sales Study value of \$12.60/SFt of lot space based on comparable improved (building) lot sales. The parcel consists of an existing 58 X 78 m/l shop type concrete and steel frame building and a 30 X 60 Quonset style Loop building salt storage shed.
2. The VILLAGE agrees to the acquisition of the land Parcel 137-0088 and to take ownership of the approximately 58X78 m/l COUNTY concrete and steel shop building facility in its' entirety in exchange for the VILLAGE owned properties listed in 1a-c above Parcels 137-0117, 0114, and 0114.OL1.
3. The COUNTY agrees to the acquisition of the land Parcels 137-0017, 137-0114, and 137-0114OL1 and to take ownership of the VILLAGE owned vacant land parcels in their entirety; in exchange for the COUNTY owned property listed in 1d above Parcel 137-0088..
4. The parties further agree to remove some existing building improvements on the respective lots as listed here:
 - a. The COUNTY shall remove from Parcel 137-0088 an existing 30X60 m/l steel Quonset hut style salt storage building and foundation to a minimum depth of 2 feet below grade. The site shall be restored to a paved parking lot surface at the building footprint of the disturbed areas.
 - b. The VILLAGE shall remove from Parcel 137-0017 an existing 24X28 m/l timber frame garage style building to a minimum of 2 feet below grade. The site shall be restored to a level earthen surface of the building footprint size at the building site.
5. The VILLAGE has adopted a Wellhead Protection Plan and Ordinance to regulate the size, location, and types of various building improvements with regards to the location of the Village's Municipal Water Supplies. The Ordinance identifies certain building setback, location, proximity, use, and similar criterion the COUNTY cannot satisfy based on this building site selection proximity and the Village Wellhead Protection Plan and Ordinance. Of note, the County's existing site facility also lies within the VILLAGE Wellhead Protection Plan coverage

- area(s). The Village hereby agrees to consider granting a variance to allow the COUNTY building type to be built within the ordinance setback dimensions given certain criterion are met related to storage of salt on the premises.
6. The COUNTY agrees to prepare and submit a Certified Survey Map to combine the parcels being acquired by the County being 137-0117, 137-0114, 137-0114.OL1, and an additional parcel, 137-0115, not owned by the VILLAGE. The VILLAGE agrees to consider parcel rezoning and or conditional use permits to allow construction of a new satellite shop facility and Salt Storage shed at the location.
 7. As a part of the parcel transfers, the VILLAGE agrees to a vacation of the Main Street right of way dedication as illustrated on the existing CSM #1283, so that the parcel may be combined into the aforementioned CSM of the new COUNTY parcel.
 8. Prior to parcel transfer, the COUNTY agrees to removal of an existing 30x60 m/l SFt. Quonset hut style steel arch structure salt storage building residing on Parcel #137-0088. The COUNTY will explore the underlying soils for salt contamination and remediate as necessary. The building foundation will be removed to a point two feet below the existing groundline. The area will then be backfilled with suitable granular fills, crushed aggregate base coarse, and a three-inch asphaltic surface placed at the building location.
 9. Prior to parcel transfer, the VILLAGE will remove an existing wooden garage style structure residing on Parcel #137-0017, which is used for its' current village shop facility, along with removal and relocation of an existing electronic sign billboard which is located on Commerce and Main streets intersection. Restoration will be with suitable materials as the surrounding surface areas, respectively.
 10. The VILLAGE acknowledges the COUNTY will continue to have full use of its' existing facilities on Parcel #137-0088 during the life of this agreement, and until the point the new satellite facility is operational and issued an occupancy permit. Upon occupation of the new facility by the COUNTY, the COUNTY will vacate the old facility and relinquish it fully to the VILLAGE.
 11. The VILLAGE acknowledges the COUNTY can and will take possession of the new properties (Parcels 137-0017, 137-0014, and 137-0014.OL1) upon completion of the development plans and specifications and notice of bid advertisement. On or prior to the date of bid advertisement, the VILLAGE shall vacate the properties herein mentioned and relinquish them to the ownership of the COUNTY for the project. Said vacation shall include the removal of the encumbrances listed in #9 above. In consideration of this sacrifice, the COUNTY will make space available within its' current (Parcel 137-0088) shop facility for the VILLAGE equipment, tools, and labor, so as to maintain operational delivery of services by and for the VILLAGE until the facility is vacated by the COUNTY. Available space shall be in the form of a vehicle bay measuring roughly 10Ft X 25Ft for storage of the VILLAGE plow truck and tractor loader on the facility grounds. The VILLAGE will also make other accommodations for storage of other small field tools, mowers, and other tools and equipment of the VILLAGE.

NOW, THEREFORE BE IT RESOLVED, Iowa County has budgeted funding for the proposed satellite facility, and the COUNTY will continue to move forward without haste based on this agreement in years 2024-2026, furthermore;

NOW, THEREFORE BE IT RESOLVED, the project is anticipated to be completed prior to December of 2026, and upon substantial completion and issuance of an occupancy permit; the considerations listed above shall be considered fulfilled.

Adopted by the Hollandale Village Board of Trustees this _____ day of _____, 2024.

Hollandale Village President

Attested to by the Village Clerk

Date

Offered by the Public Works Committee by actions presented on _____, 2024.

Chairman, Dave Gollon

Date

Adopted by the Iowa County Board of Supervisors this _____ day of _____, 2024.

Iowa County Board Chair

Date

Attested to by the County Clerk

Date

AGENDA ITEM COVER SHEET

Title: Opioid Settlement Agreement with Kroger

☐ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Iowa County is party to a lawsuit against opioid manufacturers, distributors, and retailers. At this Executive Committee meeting, the Committee is being asked to consider a settlement with Kroger. The settlement document is 461 pages and available on the Iowa County website meeting calendar as a link.

At this meeting, we anticipate having legal counsel provide a summary of the settlement.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☒ No

If yes, please list below:

FISCAL IMPACT:

Iowa County will receive a portion of the settlement funding awarded in the agreement. Committee will be advised as to specifics at the meeting.

LEGAL REVIEW PERFORMED:

☒ Yes

☐ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 15 minutes

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:

IOWA COUNTY BOARD OF SUPERVISORS
RESOLUTION 5-0624

IOWA COUNTY SETTLEMENT AGREEMENT AUTHORIZATION

Authorizing Iowa County to Enter Into the Settlement Agreement with The Kroger Co. and Agree to the Terms of Addendum Two to the MOU Allocating Settlement Proceeds

WHEREAS, the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”);

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with The Kroger Co. (the “Settling Defendant”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, copies of the settlement agreement relating to the Settling Defendant (“Settlement Agreement”) representing the terms of the tentative settlement agreement with the Settling Defendant has been made available at <https://nationalopioidsettlement.com/wp-content/uploads/2024/05/Kroger-Multistate-Settlement-Agreement-Circulated-to-States-March-25-2024.pdf>;

WHEREAS, the Settlement Agreement provides, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreement) upon the occurrence of certain events detailed in the Settlement Agreement;

WHEREAS, the County is a Participating Subdivision in the Settlement Agreement and has the opportunity to participate in the benefits associated with the Settlement Agreement

provided the County (a) approves the Settlement Agreement; (b) approves the Addendum Two to the Memorandum of Understanding allocating proceeds from the Settlement Agreement (“MOU”) among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (“Addendum Two”); and (c) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreement;

WHEREAS, pursuant to Section 12 of the State-Local MOU entered into between the Wisconsin Participating Subdivisions and the Attorney General of the State of Wisconsin (“State-Local MOU”), the Attorney General has provided notice that the terms of the State-Local MOU shall apply to the Settlement Agreement and all proceeds of such Settlement Agreement;

WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is required to approve the Settlement Agreement;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State;

WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreement;

WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021;

WHEREAS, the definition of Participating Subdivisions in the Settlement Agreement recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021;

WHEREAS, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreement among Wisconsin Participating Subdivisions;

WHEREAS, the Wisconsin Participating Subdivisions previously negotiated and approved the allocation of proceeds among themselves, which allocation is reflected in Exhibit A to the MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

WHEREAS, the County and all other Wisconsin Participating Subdivisions agreed to and entered into that certain Addendum to the MOU (“Addendum One”) that provided for allocation

of settlement proceeds from previous settlements with certain pharmacies and manufacturers according to the same percentages as that provided in the MOU;

WHEREAS, the County has been informed as to the deadlines related to the effective dates of the Settlement Agreement, the ramifications associated with the County's refusal to enter into the Settlement Agreement, the form of Addendum Two and an overview of the process for finalizing the Settlement Agreements and such information, together with additional resources related to the settlement can be found at <https://nationalopioidsettlement.com/kroger-co-settlement/>;

WHEREAS, the County, by this Resolution, shall deposit the proceeds of the Settlement Agreement consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);

WHEREAS, pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement;

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreement seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms;

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreement and payment of attorney fees, shall authorize and direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreement to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a local "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreement exceed an amount equal to 25% of the amounts allocated to the County by virtue of the Addendum Two (Exhibit A to the MOU);

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreement, the Addendum Two, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any other document or agreement necessary to effectuate the Settlement Agreement and the other agreements referenced herein;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves:

1. The execution of the Settlement Agreement and any and all documents ancillary thereto and authorizes the Iowa County Board Chair or designee to execute same.
2. The final negotiation and execution of Addendum Two in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Iowa County Board Chair or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum Two provided to the Board with this Resolution.
3. The execution by the Iowa County Board Chair or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreement.

BE IT FURTHER RESOLVED: all proceeds from the Settlement Agreement not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreement.

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreement into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreement attributable to Local Governments (as that term is defined in the MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreement and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

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

The above and foregoing Resolution was duly adopted by the Iowa County Board of Supervisors this _____ day of June 2024.

John M. Meyers, Iowa County Board Chair

ATTEST:

Kristy K. Spurley, County Clerk

AGENDA ITEM COVER SHEET

Title: 2025-2029 Capital Improvement Plan

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

At the Long Range Planning Committee meeting on May 29, 2024, the Committee voted to recommend approval of the attached 2025-2029 Capital Improvement Plan.

RECOMMENDATIONS (IF ANY):

Please consider the attached and make a recommendation to the Iowa County Board of Supervisors.

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☐ No

If yes, please list below:

Attached is a copy of the proposed 2025-2029 Capital Improvement Plan

FISCAL IMPACT:

The plan in of itself is will not cost Iowa County anything. Once the plan is adopted by the Iowa County Board, it is used to help put together the 2025 Iowa County budget. The Budget document is annually adopted by the Iowa County Board on the Second Tuesday in November. When the County Board adopts the budget, the fiscal impacts of the proposed spending are enacted.

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:

2025

TOTAL

REVENUE SOURCES

Sales Tax
Revenue, Fund
Balance, or
Debt LevyIncluded in
DEPT.
Budget - no
additional
levyFED OR STATE
GOVERNMENT
& GRANTSRegistration
Fee / Utility
Revenue

Highway	A	CTH ID (CTHK to Dane County) Design 2/2	\$	30,654				\$	30,654			
	B	CTH HHH in Ridgeway Design 1/2	\$	194,662				\$	175,196	\$	19,466	
	C	CTH HHH Construction (CTH H-USH18/151)	\$	639,000	\$	462,326		\$	104,149	\$	72,525	
	D	CTH CH (County Farm Road - STH 18)	\$	275,000				\$	61,200	\$	213,800	
	E	CTH K Path (STH 39 to School)	\$	1,007,000	\$	420,068		\$	534,158	\$	52,774	
	F	CTH YD Reconstruction	\$	1,183,000	\$	668,000		\$	500,000	\$	15,000	
	G	CTH P Design (STH 80-STH 133) 2/2	\$	20,314						\$	20,314	
	H	CTH G Bridge Construction	\$	979,301				\$	978,301	\$	1,000	
	I	Highway Seal Coating	\$	900,000	\$	900,000						
	J	Annual Tractor Lease Program	\$	10,000			\$	10,000				
	K	Replace Two Skid Loaders	\$	10,000			\$	10,000				
	L	Replace Three Plow Truck	\$	942,000			\$	942,000				
	M	Replace 2 Section Crew Trucks	\$	157,384	\$	157,384						
	N	Replace 1 Crew Truck Utility Body	\$	52,428	\$	26,214	\$	26,214				
	O	Replace Lawn Mower Trailer	\$	5,000	\$	5,000						
Sheriff	P	Replace Mobile Data Terminals and Modems in Squads	\$	130,000	\$	130,000						
	Q	Replace Fencing between LEC and Highway	\$	25,000	\$	25,000						
	R	Replace Tasers falling out of warranty	\$	10,000	\$	10,000						
	S	Emergency Management FirstNet portable WIFI	\$	16,000	\$	16,000						
	T	Squad Car Purchases	\$	200,000	\$	200,000						
Courthouse	U	Replace Condensor at Courthouse	\$	100,000	\$	100,000						
	V	Tuck Point exterior Walls of Courthouse	\$	325,000	\$	325,000						
Airport	W	Design Taxiway F1 to Nested Tee Hanger	\$	300,000			\$	15,000	\$	285,000		
	X	Snow Removal Equipment	\$	300,000			\$	15,000	\$	285,000		
	Y	Taxiway D1/D2 Construction	\$	70,000			\$	7,000	\$	63,000		
	Z	Taxiway G7 Construction*	\$	380,000			\$	19,000	\$	361,000		
Land	AA	Dam Repair/Replacement Fund	\$	150,000	\$	100,000		\$	50,000			
	BB	Blackhawk Lake Dam Fund	\$	5,000	\$	5,000						
Other	CC	GASB 96 Software for Finance Department	\$	30,000	\$	30,000						
	DD	Efficiency and Security Remodel at HHS	\$	15,000	\$	15,000						
	EE	Add Electrical to Bloomfield Pavilion and Porta Potty area	\$	30,000	\$	30,000						
	FF	Network Switches for Courthouse, HHS and Highway	\$	320,000	\$	320,000						
Subtotal			\$	8,811,743	\$	3,944,992	\$	1,044,214	\$	3,397,004	\$	425,533

3,950,000

TOTAL2026

4,310,000

2027

REVENUE SOURCES			
Sales Tax Revenue, Fund Balance, or Debt Levy	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT & GRANTS	Registration Fee / Utility Revenue

TOTAL

Highway	A	CTH A Bridge Design 1/2	\$	50,000			\$	40,000	\$	10,000
	B	CTH H Bridge Design 2/2	\$	67,776			\$	54,221	\$	13,555
	C	CTH H Bridge Construction	\$	1,000,000			\$	800,000	\$	200,000
	D	CTH T Bridge Design 1/2	\$	50,000			\$	40,000	\$	10,000
	E	CTH P Resurfacing (STH 80- STH 133)	\$	4,511,350	\$	903,070	\$	3,608,280		
	F	CTH C from Hwy 23 to Hwy 14	\$	6,443,700	\$	4,147,880	\$	1,851,820	\$	444,000
	G	Reconstruct CTH CH in Dodgeville	\$	2,559,094			\$	2,406,080	\$	153,014
	H	Highway Seal Coating	\$	871,508	\$	871,508				
	J	Annual Tractor Lease Program	\$	10,558			\$	10,558		
	K	Skid Loader Upgrade Program	\$	5,200			\$	5,200		
	L	Replace 2 Plow Trucks	\$	610,000			\$	610,000		
	M	Replace 2 4WD Ag Tractors	\$	350,000			\$	350,000		
	N	Replace Homemade Culvert Trailer	\$	25,000			\$	25,000		
	O	Replace message Board Trailer	\$	18,000			\$	18,000		

	P	Seal and Stripe the LEC Parking Lots	\$	14,000	\$	14,000				
	Q	Replace Vehicles including "upfit" costs	\$	200,000	\$	200,000				

Courthouse	R	Add Sprinkler System to Courthouse	\$	280,000	\$	280,000				
	S	Courthouse Parkinglot Replacement	\$	275,000	\$	275,000				
	T	Replace Damaged Steps to old Jail	\$	10,000	\$	10,000				
	U	Remove Shrubs and Arborvitae Trees. Add employee patio.	\$	15,000	\$	15,000				
	V	Rest of the landscaping.	\$	12,000	\$	12,000				

Airport			\$	-						
	W	Taxiway Design B1 (including lighting)	\$	50,000			\$	2,500	\$	47,500

Land	X	Blackhawk Lake Dam Fund	\$	5,000	\$	5,000				
	Y	Dam Repair/Replacement Fund	\$	150,000	\$	100,000			\$	50,000

Subtotal \$ 17,583,186 \$ 6,833,458 \$ 1,021,258 \$ 8,897,901 \$ 830,569

4,460,000

			REVENUE SOURCES			
			Sales Tax Revenue, Fund Balance, or Debt Levy	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT & GRANTS	Registration Fee / Utility Revenue
TOTAL						
Highway	A	CTH A Bridge Design 2/2	\$ 50,000		\$ 40,000	\$ 10,000
	B	CTH T Bridge Design 2/2	\$ 50,000		\$ 40,000	\$ 10,000
	C	CTH HHH Reconstruction (Level St - CTH H VILLAGE)	\$ 2,929,400	\$ 600,000	\$ 2,319,520	\$ 9,880
	D	2027 LRIP Grants TBD	\$ 2,280,050	\$ 1,190,312	\$ 1,089,738	
	E	Annual Tractor Lease Program	\$ 12,000		\$ 12,000	
	F	Highway Sealcoating	\$ 875,000	\$ 875,000		
	G	Skid Loader Program	\$ 15,000		\$ 15,000	
	H	Replace 5 End Loaders	\$ 687,680		\$ 687,680	
	I	Replace Wheeled Excavator	\$ 285,000		\$ 285,000	
	J	Replace Wheeled Roller	\$ 150,000	\$ 115,000	\$ 35,000	
Sheriff	K	Weapons Replacement	\$ 10,000	\$ 10,000		
	L	Tasers Replacement	\$ 20,000	\$ 20,000		
	M	Replace Mobile Cammand Center and Trailer	\$ 200,000	\$ 200,000		
	N	3 Squad Car Replacement and upfitting	\$ 250,000	\$ 250,000		
	O	Emergency Management Vehicle	\$ 55,000	\$ 55,000		
Airport	P	Design Taxiway C/C1/C2	\$ 40,000		\$ 2,000	\$ 38,000
	Q	Design Taxiway D/D1/D2	\$ 29,631		\$ 1,482	\$ 28,149
Land Cons	R	Replace Department Truck	\$ 30,000		\$ 30,000	
	S	Blackhawk Lake Dam Fund	\$ 5,000	\$ 5,000		
	T	Dam Repair/Replacement Fund	\$ 75,000	\$ 75,000		
HHS	U	Air Duct Cleaning	\$ 37,635	\$ 37,635		
	V	Replace Antifreeze System with a Dry System	\$ 60,000	\$ 60,000		
Other	W	Remodel HHS to facilitate safety and security	\$ 20,000	\$ 20,000		
Subtotal			\$ 8,166,396	\$ 3,512,947	\$ 1,068,162	\$ 3,555,407
						\$ 29,880

4,850,000

2029

REVENUE SOURCES			
Sales Tax Revenue, Fund Balance, or Debt Levy	Included in DEPT. Budget - no additional levy	FED OR STATE GOVERNMENT & GRANTS	Registration Fee / Utility Revenue

TOTAL

Highway	A	CTH A Bridge Construction	\$ 1,000,000	\$ 200,000		\$ 800,000	
	B	CTH T Bridge Construction	\$ 785,000	\$ 157,000		\$ 628,000	
	C	2029 CHID Application	\$ 2,026,000	\$ 1,211,000		\$ 450,000	\$ 365,000
	D	2029 CHI Application	\$ 670,000	\$ 440,000		\$ 165,349	\$ 64,651
	E	CTH ID Reconstruction (CTH K - Dane County)	\$ 3,179,164	\$ 635,833		\$ 2,543,331	
	F	Highway Sealcoating	\$ 975,000	\$ 975,000			
	G	Annual Tractor Lease Program	\$ 17,500		\$ 17,500		
	H	Skid Loader Program	\$ 5,200		\$ 5,200		
	I	2 Plow Trucks	\$ 707,946		\$ 707,946		
	J	Replace Truck Mounted Attenuator	\$ 25,000		\$ 25,000		
	K	Replace 3 Crew Trucks	\$ 274,500		\$ 274,500		

Sheriff	L	Drone Replacement	\$ 15,000	\$ 15,000			
	M	Communications Tower Construction Project	\$ 500,000	\$ 500,000			
	N	Replace UTV	\$ 20,000	\$ 20,000			
	O	3 Squad Car Replacements and Upfitting	\$ 250,000	\$ 250,000			

Court	P	Cell Phone Dialers for Elevators at courthouse and HHS	\$ 11,000	\$ 11,000			
	Q	Upgrade Elevators at the Courthouse	\$ 250,000	\$ 250,000			

Airport	R	Construct Taxiway C/C1/C2	\$ 208,334		\$ 10,417	\$ 197,917	
	S	Construct Taxiway D/D1/D2	\$ 166,666		\$ 8,333	\$ 158,333	
	T	Construct Taxiway B1	\$ 300,000		\$ 15,000	\$ 285,000	

Land	U	Dam Repair/Replacement Fund	\$ 75,000	\$ 75,000			
	V	Blackhawk Lake Dam Fund	\$ 5,000	\$ 5,000			

HHS	W	Replace Heat Pump units	\$ 15,000	\$ 15,000			
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Subtotal

\$ 11,481,310 \$ 4,759,833 \$ 1,063,896 \$ 5,227,930 \$ 429,651

6,500,000

AGENDA ITEM COVER SHEET

Title: Resolution-Notice on Intent to Issue Financing (Highway)

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

The financing will be used for the reconstruction of CTH T and construction of a new Hollandale highway shop. The money will be borrowed at the completion of the projects and repaid over 5 years.

RECOMMENDATIONS (IF ANY):

Recommend to Approve

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution -
Notice on Intent to Issue Financing for the Reconstruction of County Highway Trunk T and Construct a New Hollandale Highway Shop

FISCAL IMPACT:

Impact to the future Debt Levy to pay back the borrowing. Amount depends on the interest rate the funds are borrowed at.

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:

RESOLUTION NO. 6-0624

Notice on Intent to Issue Financing for the Reconstruction of County Highway Trunk T and Construct a New Hollandale Highway Shop

WHEREAS, the County of Iowa, Wisconsin (the “Issuer”) plans to reconstruct County Highway Trunk T and construct a new Hollandale Highway Shop (the “Project”); and

WHEREAS, the Issuer expects to finance the Project by issuing financing through the State Trust Fund Loan Program (STFL), promissory notes, or through a financial institution (collectively, the “Financing”); and

WHEREAS, because the financing will not be issued prior to commencement of the project, the Issuer must provide interim financing to cover costs for the Project incurred prior to receipt of the proceeds of the Financing; and

WHEREAS, the County of Iowa (the “Governing Body”) of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Financing is issued;

WHEREAS, the Executive Committee recommends to the Iowa County Board to finance \$5,200,000 for reconstruction of County Highway Trunk T and construct a new Hollandale Highway Shop in 2024-2025 for the Highway Department for a time period of five years; and

NOW, THEREFORE, BE IT RESOLVED the Iowa County Board approves the recommendation of the Iowa County Executive Committee and authorizes the financing of \$5,200,000 for reconstruction of County Highway Trunk T and construct a new Hollandale Highway Shop in 2024-2025 for the Highway Department; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Governing Body of the Issuer that:

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Financing become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Financing, the principal amount of which is not expected to exceed \$5,200,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Financing are, or are reasonable expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer’s County Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Financing is issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Resolution No. 5-0624

Adopted this 18th day of May, 2024.

John M. Meyers
Iowa County Chairman

ATTEST:

Kristy K. Spurley
Iowa County Clerk