

**Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given to the public that the
Iowa County Board of Supervisors will meet in**

**Regular Session
of the
IOWA COUNTY BOARD
Tuesday October 15, 2019
7:00 p.m.**

**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.

Agenda

1. Call to order by Chairman John M. Meyers.
2. Pledge of Allegiance.
3. Roll Call.
4. Approve the agenda for this October 15, 2019 meeting.
5. Approve the minutes of the September 17, 2019 meeting.
6. Special matters and announcements.
 - a) Committee Chair reports.
 - b) Letter from UW-Madison Division of Extension.
7. Comments from the public.
8. Land use changes from the Towns:
 - Arena – 1-1019 Rezoning request by Rick Peterson.
 - Highland – 2-1019 Rezoning request by Chris Carlson.
9. Consider approving Amendatory Ordinance No. 3-1019 to deny the petition or to refer it back to the Planning & Zoning Committee.
10. County Administrator's report.
11. Approve the Administrator's appointments of:
 - Bob Bunker to the Land Conservation Committee to fill a vacancy for a term ending on May 31, 2020.

- Elsie Jane Murphy to the ADRC Board for a three-year term ending on May 31, 2022.

Land Conservation Committee:

12. Consider rescinding Ordinance No. 400.09 Manure Storage.
13. Ordinance No. 400.18 Manure Storage and Management.
14. Resolution No. 4-1019 Establishing Fees for Ordinance No. 400.18 Manure Storage and Management.

Public Works Committee:

15. Resolution No. 5-1019 Directing Specific Annualized Short-Term Debt Service for Highway Improvements as Approval of an Overall 20-Year Long Term Capital Highway Improvement Plan (2020-2039).
16. Resolution No. 6-1019 Recommending Fee Revisions for the Office of Planning and Development as Shown in Attachment A.

Health & Human Services Committee:

17. Resolution No. 7-1019 Supporting Federal Medicaid Expansion.

General Government Committee:

18. Consider the City/County Property Use Agreement for Surveillance Cameras.

Executive Committee:

19. Resolution No. 8-1019 Adjusting the Classification/Compensation Pay Plan Structure.
20. Consider the 2020 Dental Insurance Plan.
21. Resolution No. 9-1019 Establishing Per Diem Compensation and Mileage for the Iowa County Board of Supervisors and Per Diem for County Board Chair and Standing Committee Chairs.
22. Resolution No. 10-1019 Awarding the Financing for the Purchase of Highway Equipment.
23. Resolution No. 11-1019 Notice on Intent to Issue Financing Regarding the Purchase of Capital Projects.
24. Preliminary 2020 Iowa County Budget.

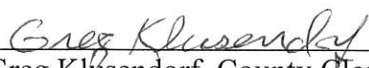
Senior Living 2020 Committee:

25. Consider approval of the 1023 Tax Exempt Application, including Bylaws and Articles of Incorporation for Scenic Hills, Inc.

26. Consider approval of the Consent in Lieu of Meeting document and authorize the County Board Chair to sign on behalf of the Iowa County Board.

Other:

27. Appoint two County Supervisors to the Tri-County Airport Commission.
28. Appoint user representative Rich Valtierra to the Tri-County Airport Commission.
29. Set winter hours for the starting time of the County Board meetings.
30. Chair's report.
31. Mileage and Per Diem Report for this October 15, 2019 meeting.
32. Motion to convene in closed session pursuant to section 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (County Board will receive legal advice about potential Public Service Commission decision appeal)
33. Return to open session.
34. Possible action on the closed session item.
35. Motion to convene in closed session pursuant to section 19.85(1)(c), Wisconsin Statutes, to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (County Administrator annual performance evaluation, contract and compensation.)
36. Return to open session.
37. Possible action on the closed session item.
38. Motion to adjourn to November 12, 2019.



Greg Klusendorf, County Clerk

Posted 10/9/2019

**PROCEEDINGS OF THE SEPTEMBER SESSION OF
THE BOARD OF COUNTY SUPERVISORS
OF IOWA COUNTY, WISCONSIN**

The Board of Supervisors met in the Health and Human Services Center Community Room in the City of Dodgeville on Tuesday, September 17, 2019 at 7:00 p.m. and was called to order by the Honorable John M. Meyers, Chairman of the Board.

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

Roll call was taken. All members were present except Justin O'Brien and Daniel Nankee who were excused and Doug Richter who was absent.

Members present: Stephen Deal, Mark Storti, Ronald Benish, David Gollon, Curt Peterson, Joan Davis, Alex Ray, Bruce Haag, James Griffiths, Tom Forbes, Richard Rolfsmeyer, John Meyers, Bruce Paull, Jeremy Meek, Judy Lindholm, Donald Leix, Mel Masters and Kevin Butteris.

Sup. Haag moved to remove item number 22 from the agenda and to approve the amended agenda for this September 17, 2019 meeting. Sup. Masters seconded the motion. Carried.

Aye-18 Nay-0

Sup. Storti moved to approve the minutes of the August 20, 2019 meeting. Sup. Forbes seconded the motion. Carried.

Aye-18 Nay-0

Special matters and announcements.

a) Committee Chair reports.

Comments from the public:

- Dennis McKernan spoke against the Cardinal-Hickory Creek Transmission Line.
- Alan Jewell spoke against the Cardinal-Hickory Creek Transmission Line.
- Mark Mittelstadt spoke against the Cardinal-Hickory Creek Transmission Line.
- Rob Danielson spoke against the Cardinal-Hickory Creek Transmission Line.
- Betsy D'Angelo spoke against the Cardinal-Hickory Creek Transmission Line.
- Michelle Godez spoke against the Cardinal-Hickory Creek Transmission Line.
- Michelle Citron spoke against the Cardinal-Hickory Creek Transmission Line.
- John Koffel spoke against the Cardinal-Hickory Creek Transmission Line.
- Craig Anderson spoke in favor of the Cardinal-Hickory Creek Transmission Line.
- Julie Weiskircher spoke on the different types of justice.
- Mary Kay Braun spoke against the Cardinal-Hickory Creek Transmission Line.
- Joel Kurth spoke against the Cardinal-Hickory Creek Transmission Line.
- Kris Klop spoke against the Cardinal-Hickory Creek Transmission Line.

Sup. Deal moved to adopt Amendatory Ordinances 1-0919, 2-0919, 3-0919, 4-0919, 5-0919 and 6-0919 as a group. Sup. Davis seconded the motion. Carried.

Aye-18 Nay-0

Amendatory Ordinance No. 1-0919 for a land use change to rezone 5.06 acres from A-1 Agricultural to AR-1 Agricultural Residential in the Town of Arena was adopted.

Amendatory Ordinance No. 2-0919 for a land use change to create a 19.311 acre lot by rezoning from AR-1 Agricultural Residential and C-1 Conservancy to all C-1 Conservancy in the Town of Dodgeville was adopted.

Amendatory Ordinance No. 3-0919 for a land use change to rezone 40 acres from A-1 Agricultural to RB-1 Recreational Business in the Town of Eden was adopted.

Amendatory Ordinance No. 4-0919 for a land use change to create two lots of 29.753 acres and 11.25 acres by rezoning from A-1 Agricultural to AR-1 Agricultural Residential in the Town of Highland was adopted.

Amendatory Ordinance No. 5-0919 for a land use change to create a 2.55 acre lot by rezoning from A-1 Agricultural and AR-1 Agricultural Residential to all AR-1 Agricultural Residential in the Town of Pulaski was adopted.

Amendatory Ordinance No. 6-0919 for a land use change to rezone 10 acres from A-1 Agricultural to AR-1 Agricultural Residential in the Town of Wyoming was adopted.

Administrator Larry Bierke gave a report to the Board.

Jail Building Committee:

Kraemer Brothers Vice President Greg Callin and Potter Lawson Architects President Eric Lawson gave a presentation on the proposed Law Enforcement Center.

Sup. Davis moved to accept the guaranteed maximum price of \$29,895,800 for the proposed Law Enforcement Center. Sup. Meek seconded the motion. Carried.

Aye-14 Nay-4

Voting in favor: Sups. Deal, Storti, Gollon, Peterson, Davis, Ray, Haag, Forbes, Rolfsmeyer, Meyers, Paull, Meek, Lindholm and Leix.

Voting against: Sups. Benish, Griffiths, Masters and Butteris.

Sup. Lindholm moved to put the Law Enforcement Center project out for bids. Sup. Ray seconded the motion. Carried.

Aye-14 Nay-3

Voting in favor: Sups. Deal, Storti, Gollon, Peterson, Davis, Ray, Haag, Forbes, Rolfsmeyer, Meyers, Paull, Meek, Lindholm and Leix.

Voting against: Sups. Benish, Griffiths and Butteris.

Sup. Masters had stepped out of the meeting.

Land Conservation Committee:

Sup. Benish moved to introduce the Manure Waste Ordinance and to hold it over to the next meeting for action. Sup. Storti seconded the motion. Carried.

Aye-16 Nay-0

Sups. Benish and Peterson had stepped out of the meeting.

Public Works Committee:

Sup. Gollon moved to adopt Resolution No. 7-0919 Amending Ordinance No. 800.02 Highway Access Ordinance. Sup. Deal seconded the motion. Carried

Aye-16 Nay-0

Sups. Benish and Peterson had stepped out of the meeting.

General Government Committee:

Sup. Lindholm moved to adopt Resolution No. 8-0919 Iowa County Board Appointments to the Southwest Wisconsin Regional Planning Commission. Sup. Storti seconded the motion. Carried.

Aye-16 Nay-0

Sups. Benish and Leix had stepped out of the meeting.

Sup. Paull moved to reclassify the Minimum Data Set (MDS) Nurse to MDS and Infection Prevention Nurse. Sup. Deal seconded the motion. Carried.

Aye-17 Nay-0

Sup. Leix had stepped out of the meeting.

Sup. Rolfsmeyer moved to approve the Iowa County Five-Year Capital Improvement Plan. Sup. Paull seconded the motion.

Sup. Gollon moved to send this back to the Long Range Planning Committee. Sup. Griffiths seconded the motion. Motion failed.

Aye-8 Nay-10

Voting in favor: Sups. Deal, Benish, Gollon, Griffiths, Forbes, Meyers, Meek and Butteris.

Voting against: Sups Storti, Peterson, Davis, Ray, Haag, Rolfsmeyer, Paull, Lindholm, Leix and Masters. After further discussion Sup. Leix moved to call the question. Carried.

Aye-17 Nay-1

Sup. Benish voted against the motion.

Vote was taken on the main motion. Carried.

Aye-12 Nay-6

Voting in favor: Sups. Storti, Peterson, Davis, Ray, Haag, Rolfsmeyer, Meyers, Paull, Meek, Lindholm Leix and Masters.

Voting against: Sups. Deal, Benish, Gollon, Griffiths, Forbes and Butteris.

Administrator Bierke gave the Board an update on the Corporation Counsel position.

Executive Committee:

Sup. Benish moved to adopt Resolution No. 9-0919 Approving the 2020 Low Deductible Plan Option with Iowa County Contributing 85% of the Average Cost of the Two Qualifying Health Plans. Sup. Davis seconded the motion.

Sup. Davis moved to amend the resolution to change it to the county contributing 84% of the average cost of the three qualifying plans. Sup. Lindholm seconded the motion. Carried.

Aye-18 Nay-0

Vote on the amended main motion was taken. Carried.

Aye-18 Nay-0

Sup. Ray moved to adopt Resolution No. 10-0919 Establishing a Public-Private Partnership to Facilitate the Deployment of Affordable, Reliable, High-Speed Internet Services Throughout the County. Sup. Davis seconded the motion.

Before the vote was taken Sup. Davis asked that on the second page of the resolution, third paragraph add a comma after "construct".

Vote was taken on the resolution with the change. Carried.

Aye-18 Nay-0

At 10:07, Chair Meyers stepped down and Vice-Chair Ronald Benish took the chair before the next agenda item was discussed.

Sup. Lindholm moved to file an appeal to the Public Service Commission concerning the Cardinal Hickory Creek Transmission Line. Sup. Leix seconded the motion.

Sup. Haag moved to table this item. Sup. Gollon seconded the motion.

Aye-10 Nay-7 Abstention-1

Voting in favor: Sups. Storti Gollon, Davis, Ray, Haag, Rolfsmeyer, Benish, Meek, Masters and Butteris.

Voting against: Sups. Deal, Peterson, Griffiths, Forbes, Paull, Lindholm and Leix.

Sup. Meyers abstained from voting.

It was pointed out that if an item is tabled it cannot be brought back. After discussion it was decided that since Sup. Gollon seconded the motion to table, the Board would let him bring it back to postpone instead of table.

Sup. Gollon moved to postpone action until a meeting when Corporation Counsel could attend.

Sup. Haag seconded the motion. Carried.

Aye-17 Nay-0 Abstention-1

Sup. Meyers abstained from voting.

Other:

There was no Chair's report to the Board.

Mileage and Per Diem Report for this September 17, 2019 Session of the Board was presented.

18 Members 391 Miles \$943.09 Mileage and Per Diem

Sup. Ray moved to approve the report.

Sup. Haag seconded the motion. Carried.

Aye-18 Nay-0

Sup. Haag moved to adjourn to October 15, 2019. Sup. Storti seconded the motion. Carried.

Aye-18 Nay-0

Meeting adjourned at 10:26 p.m.



John M. Meyers, Chairman



Greg Klusendorf, County Clerk



Extension
UNIVERSITY OF WISCONSIN-MADISON

September 27, 2019

Dear Chairman Meyers and County Administrator Bierke,

It is with great excitement that I inform you Randy Sudmeier graduated from the Wisconsin Local Government Leadership Academy on Tuesday, September 24th!

During the 8-month Academy, Randy was joined by 26 other individuals from county governments across the State. They grew their networks, honed their leadership skills, and explored new tools and strategies for tackling challenges in local government. Completion of the Academy involved participation in four workshops, online self-study and group conference calls. They examined four areas of leadership: Relationships as a Foundation for Effective Leadership, Communication Tools for Effective Leadership, Effective Decision-Making, and Visionary Leadership.

I encourage you to take the time to congratulate Randy on this significant accomplishment and to find out what he learned that is helping him be a more effective leader in Iowa County.

We are currently recruiting for the 2020 Wisconsin Local Government Leadership Academy class. Applications are due on October 31st. Please encourage others in Iowa County to consider applying. <https://leadershipwisconsin.org/local-government-leadership-academy/>

Sincerely,

Sarah Schlosser
Program Manager, Leadership Wisconsin
UW-Madison Division of Extension

Amendatory Ordinance No. 1-1019

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Rick Peterson;

For land being Lot 1 of Certified Survey Map 718 in Section 15-T8N-R4E in the Town of Arena; affecting tax parcel 008-1024.004.

And, this petition is made to rezone 6.53 acres from B-3 Heavy Business to AB-1 Agricultural Business;

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Arena** and the Town is recommending approval as it has been deemed to be consistent with the goals and intent of its adopted comprehensive plan,

Whereas a public hearing, designated as zoning hearing number **3059** was last held on **September 26, 2019** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** said petition.

Now therefore be it resolved that official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **October 15, 2019**. The effective date of this ordinance shall be **October 15, 2019**.

Greg Klusendorf
Iowa County Clerk

Date: _____



IOWA COUNTY OFFICE OF PLANNING & DEVELOPMENT

Courthouse - 222 N. Iowa St. - Dodgeville, WI 53533

Telephone: (608) 935-0398 Fax: (608) 930-1205 Mobile: (608) 553-7575

e-mail: scott.godfrey@iowacounty.org

Planning & Zoning Committee Recommendation Summary

Public Hearing Held on Sept. 26, 2019

Zoning Hearing 3059

Recommendation: **Approval**

Applicant(s): Rick Peterson

Town of Arena

Site Description: Lot 1, CSM 718 in S15-T8N-R4E also affecting tax parcel 002-1042.004

Petition Summary: This is a request to rezone an existing 6.53-acre lot from B-3 Hvy Bus to AB-1 Ag Bus with a Conditional Use Permit to allow a Commercial Livestock Operation.

Comments/Recommendations

1. The current zoning of the lot allows a landscape business that no longer exists. The proposal to have a goat operation necessitates the zoning change.
2. If approved, the goat operation use and residence will need to be approved by Conditional Use Permit as the only permitted principal use in the AB-1 district is ag cropping.

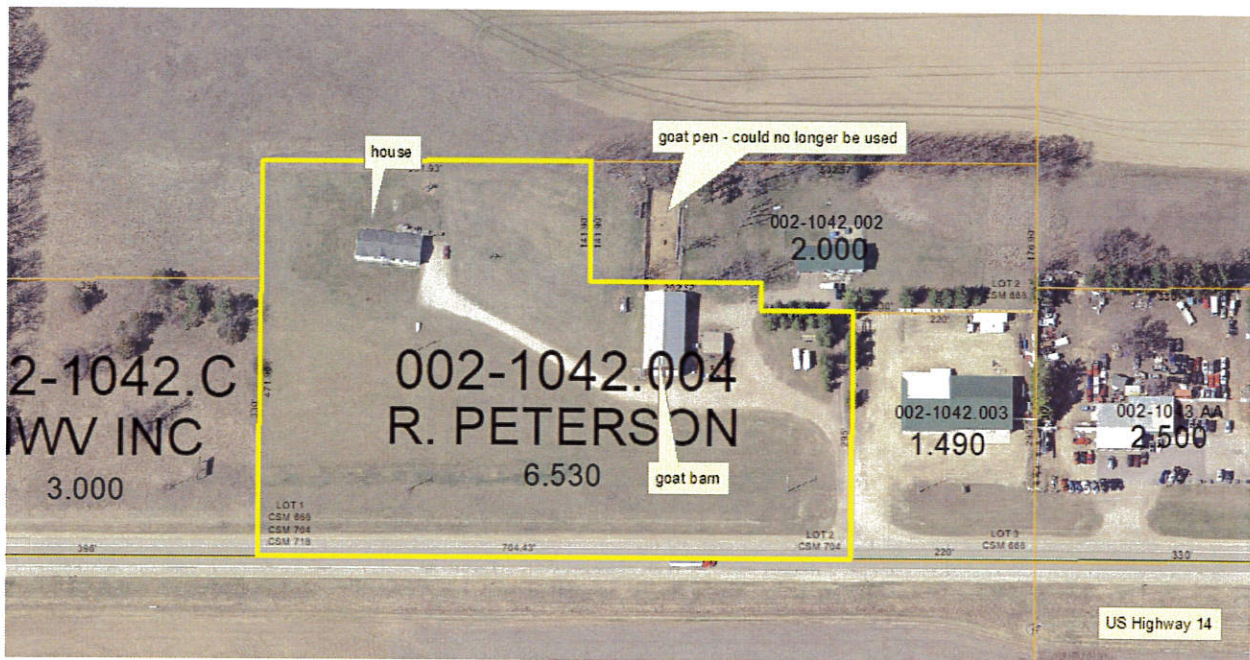
Town Recommendation: The Town of Arena feels the proposal is consistent with its comprehensive plan and recommends approval of the zoning change and the CUP with up to 100 goats.

Staff Recommendation: Staff recommends approval of the zoning change and the following considerations for the CUP:

1. The typical area/goat ratio is 6-10 goat per acre, depending upon the productivity of the soil. This would be 39-65 goats on the 6.53 acres. The applicant currently has 49 goats. Unless he can justify a

greater number, a more reasonable maximum number of goats for this property would be 65.

2. The goats must be contained on the 6.53-acre property.
3. What are the assurances that manure will be adequately utilized or removed from the property so as not to cause over application to the sandy soils?
4. The residence must be associated with the operation, meaning either occupied by the owner or an operator of the business.



Amendatory Ordinance No. 2-1019

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by Chris Carlson on behalf of 112, LLC;

For land in the SE ¼ of the NW ¼ and NE ¼ of the SW ¼ of Section 29-T7N-R1E in the Town of Highland affecting tax parcels 012-0238 and 012-0239.

And, this petition is made to rezone 31.971 acres from RB-1 Recreational Business to A-1 Agricultural;

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Highland** and the Town is recommending approval as it has been deemed to be consistent with the goals and intent of its adopted comprehensive plan,

Whereas a public hearing, designated as zoning hearing number **3064** was last held on **September 26, 2019** in accord with said notice, and as a result of said hearing action has been taken by the Iowa County Planning & Zoning Committee to **approve** said petition with the conditions that the associated certified survey map be duly recorded within 6 months and the 31.971 acres be combined by deed with adjacent A-1 Agricultural zoned land to create a lot of at least the minimum 40 acres for that district.

Now therefore be it resolved that official county zoning map be amended as recommended by the Iowa County Planning and Zoning Committee.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that the above Amendatory Ordinance was _____ approved as recommended _____ approved with amendment _____ denied as recommended _____ denied or _____ rereferred to the Iowa County Planning & Zoning Committee by the Iowa County Board of Supervisors on **October 15, 2019**. The effective date of this ordinance shall be **October 15, 2019**.

Greg Klusendorf
Iowa County Clerk

Date: _____



IOWA COUNTY OFFICE OF PLANNING & DEVELOPMENT

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e-mail: scott.godfrey@iowacounty.org

Planning & Zoning Committee Recommendation Summary

Public Hearing Held on Sept. 26, 2019

Zoning Hearing 3064

Recommendation: **Approval**

Applicant(s): 112, LLC – Chris Carlson

Town of Highland

Site Description: part of the SE/NW & NE/SW of S29-T7N-R2E also affecting tax parcels 012-0238 and 012-0239

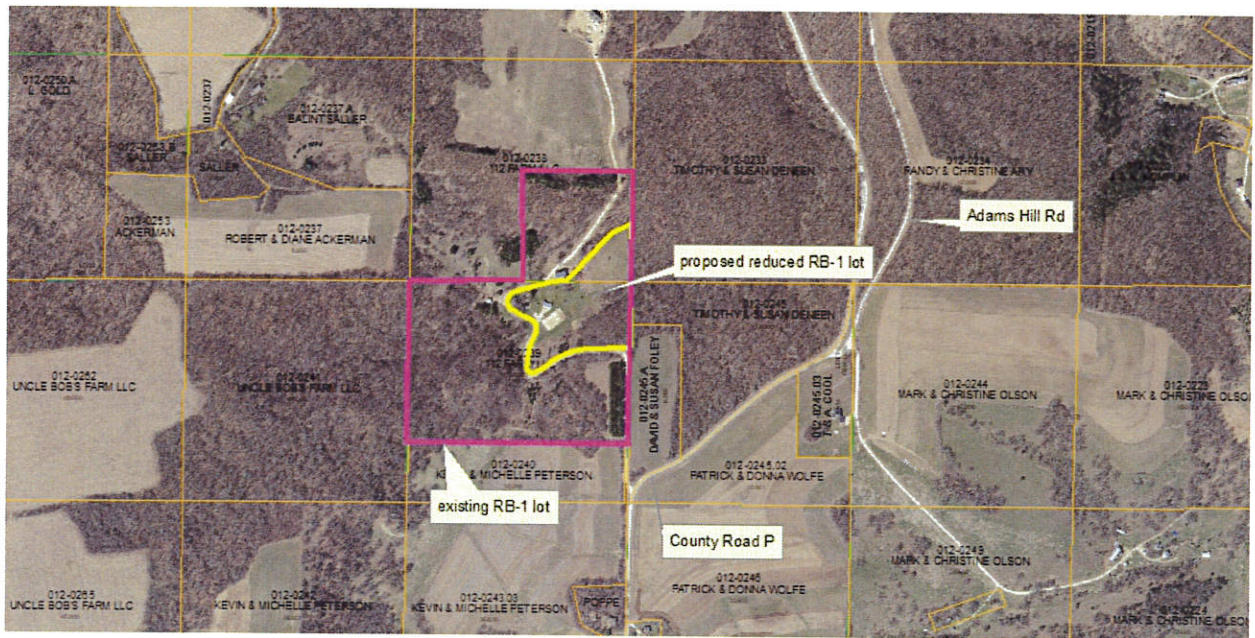
Petition Summary: This is a request to decrease the size of an existing RB-1 Rec Bus lot by rezoning 31.971 acres to A-1 Ag. It includes a CUP request to maintain the approved uses on the remaining 8.029 acres zoned RB-1.

Comments/Recommendations

1. The original 40-acre RB-1 lot was approved in 2017 with a CUP for equine therapy services. These same uses are proposed for the reduced RB-1 lot.
2. The Applicant has an adjacent 110 acres zoned A-1 Ag. If approved, the 31.971 acres would need to be combined by deed with the 110 acres so as not to remain a separate lot under the minimum 40 acres for the A-1 district.
3. The associated certified survey map has not been submitted for formal review but a draft was provided for the hearing description.

Town Recommendation: The Town of Highland feels the proposal is consistent with its comprehensive plan and recommends approval.

Staff Recommendation: Staff recommends approval with the conditions that the associated certified survey map is duly recorded and the consolidation by deed of the A-1 land be done within 6 months of the County Board approval.



Amendatory Ordinance No. 3-1019

To the Honorable Iowa County Board of Supervisors:

Whereas a petition for a land use change has been made by John Scullion;

For land in the SW 1/4 of the SW 1/4 of Section 3 and SE 1/4 of the SE 1/4 of S4 in T6N-R1E in the Town of Highland; affecting tax parcels 012-1153 and 012-1123,

And, this petition is made to rezone approximately 81 acres from A-1 Agricultural to RB-1 Recreational Business;

Whereas notice of such petition has been properly advertised and notice has been given to the **Clerk of the Town of Highland** and the Town is recommending denial as it has been deemed to be inconsistent with the goals and intent of its adopted comprehensive plan and the intended Hunting Preserve use an unreasonable health and safety risk to adjacent properties,

Whereas a public hearing, designated as zoning hearing number **3062** was last held on **September 26, 2019** in accord with said notice,

Whereas this Amendatory Ordinance shall constitute the report specified in §59.69(5)4 WI Stats. and the required proof of publication of the notice of the public hearing and proof of the giving of notice to the town clerk is attached;

Whereas as a result of said hearing, action has been taken by the Iowa County Planning & Zoning Committee to **deny** said petition based on the intended Hunting Preserve use not satisfying the standards of Section 4.4 of the Iowa County Zoning Ordinance that requires:

- *The proposed use is compatible with adjacent uses in terms of scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust and other external impacts):* The Committee found the proposed use would likely create unreasonable noise due to the Applicant refusing to agree to conditions on the operation.
- *There are no significant adverse impacts to the surrounding legal uses and environment resulting from the proposed conditional use:* The Committee found the proposed use would pose an unreasonable public health and safety risk due to the Applicant refusing to agree to a shooting buffer from the adjacent neighboring farm buildings to the north.
- *Any adverse impacts resulting from the use will be mitigated or offset to the maximum practical extent:* The Committee proposed conditions that the Applicant refused to agree to.
- *The proposed use is consistent with the Iowa County Comprehensive Plan:* The Committee found the proposed use is not consistent with the following provisions of the Iowa County Comprehensive Plan:

- a) Table H.1e 2 – Protect active agricultural lands from encroachment by incompatible uses.
- b) Table H.1e 4 – Restrict location of new development from areas shown to be unsafe or unsuitable for development due to natural hazards, contamination, access, or incompatible problems.
- c) Table H.1e 7 – Assure to the greatest extent possible that all proposals for future development or redevelopment enhance the overall quality of life.

Respectfully submitted by the Iowa County Planning & Zoning Committee.

I, the undersigned Iowa County Clerk, hereby certify that action was taken by the Iowa County Board of Supervisors on **October 15, 2019** on the above Amendatory Ordinance to ____deny as recommended or ____refer to the Iowa County Planning & Zoning Committee with directions to draft an ordinance to effectuate the petition and report the ordinance back to the Board.

Greg Klusendorf
Iowa County Clerk

Date: _____



IOWA COUNTY OFFICE OF PLANNING & DEVELOPMENT

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Planning & Zoning Committee Recommendation Summary

Public Hearing Held on Sept. 26, 2019

Zoning Hearing 3062

Recommendation: **Denial**

Applicant(s): John Scullion

Town of Highland

Site Description: part of the SW/SW of S3 & SE/SE of S4; T6N-R1E also affecting tax parcels 012-1153 and 012-1123

Petition Summary: This request was held over from last month and is to rezone from A-1 Ag to RB-1 Rec Bus with a Conditional Use Permit for a hunting preserve with dog training. It was held over for the Applicant to consider a new description that may address the Town of Highland's safety concerns and to address the 7 CUP standards in Section 4.4 of the zoning ordinance.

Comments/Recommendations

1. The Applicant is applying for a Class B Bird Hunting Preserve License from the WDNR which would allow the in-season and off-season raising, release and hunting of game birds. The minimum licensed are is 40 acres of the entirety must be eligible for the legal discharge of a firearm.
2. Although hunting within an open WI game season is an allowed use in the A-1 district, the licensing of land as a hunting preserve requires the RB-1 district with a Conditional Use Permit. The reason is primarily because the frequency and scale of hunting can be much greater on licensed land versus unlicensed land.
3. The Applicant revised the original description to cut out a buffer from the north neighboring residence (State law prohibits discharge of a firearm when hunting within 300 feet of a neighboring residence) and to add land across Tower Rd to the east.
4. The following considerations are in Section 4.4 for CUPs which the Applicant must provide substantial evidence that they are currently or can be complied with:

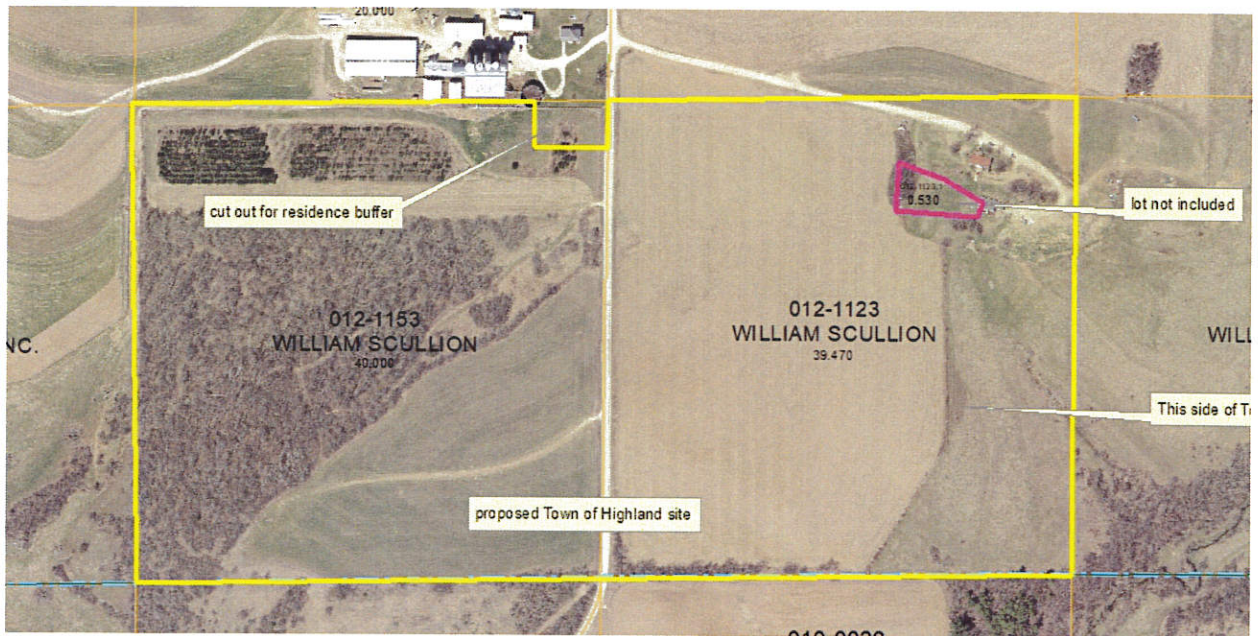
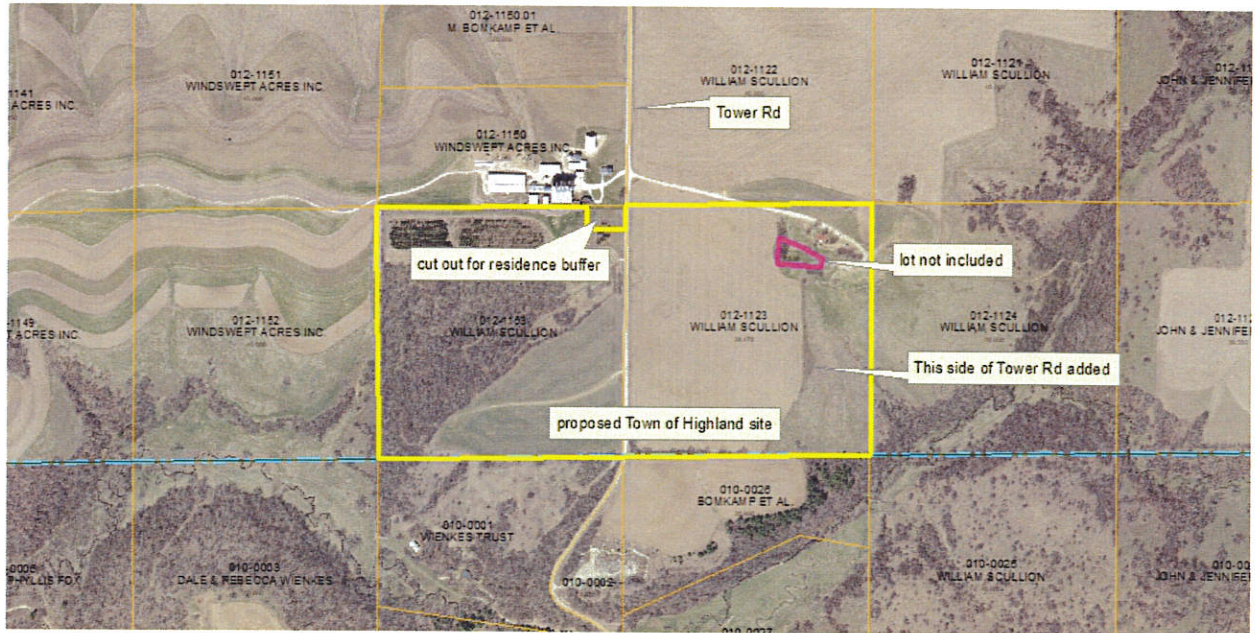
1. *The proposed use complies with all applicable provisions of this Ordinance.*
2. *The proposed use is compatible with adjacent uses in terms of scale, site design, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust and other external impacts).*
3. *There are no significant adverse impacts to the surrounding legal uses and environment resulting from the proposed conditional use.*
4. *Any adverse impacts resulting from the use will be mitigated or offset to the maximum practical extent.*
5. *Public safety, transportation and utility facilities and services will be available to serve the subject property while maintaining sufficient levels of service for existing development.*
6. *Adequate assurances of continuing maintenance are provided.*
7. *The proposed use is consistent with the Iowa County Comprehensive Plan.*

Town Recommendation: The Town of Highland does not feel the proposal is consistent with its comprehensive plan and is recommending denial due to safety concerns at this site and that Mr. Scullion has other land that may be better suited from a safety point.

Staff Recommendation: Staff agrees with the Town's recommendation unless the Applicant is willing to conditions that may mitigate the potential safety concerns, such as to establish a buffer from the Windswept Acres Inc. property line to minimize the likelihood of a stray pellet crossing the line. This would necessitate a change in the zoning description. Additional conditions to consider include:

- a) Appropriate signage be installed to prevent hunters from leaving the property
- b) Compliance with the Town of Highland driveway ordinance for any required or proposed driveway off of Tower Rd
- c) The inclusion of the residence on tax parcel 012-1123 needs to be included in the CUP as an associated permitted use
- d) The Applicant must provide adequate evidence to satisfy Section 4.4 standards listed above, especially numbers 2, 3 and 4.
- e) Findings should be made that the proposal is consistent with the following Land Use policies in Section H of the Iowa County Comprehensive Plan:
 - Table H.1e 2 – Protect active agricultural lands from encroachment by incompatible uses.
 - Table H.1e 4 – Restrict location of new development from areas shown to be unsafe or unsuitable for development due to natural hazards, contamination, access, or incompatible problems.

- Table H.1e 7 – Assure to the greatest extent possible that all proposals for future development or redevelopment enhance the overall quality of life.



adations for adoption. Proof of publication of the notice of the public hearing held by such agency shall be attached to its report to the board.

(b) When the draft of the ordinance, recommended for enactment by the zoning agency, is received by the board, it may enact the ordinance as submitted, or reject it, or return it to the agency with such recommendations as the board may see fit to make. In the event of such return subsequent procedure by the agency shall be as if the agency were acting under the original directions. When enacted, a copy of the ordinance shall be submitted by the clerk to each town clerk, under par. (g), for consideration by the town board.

(c) A county ordinance enacted under this section shall not be effective in any town until it has been approved by the town board. If the town board approves an ordinance enacted by the county board, under this section, a certified copy of the approving resolution shall be attached to one of the copies of such ordinance submitted to the town board. The ordinance shall promptly be filed with the county clerk by the town board. The ordinance shall become effective in the town as of the date of the filing, which filing shall be recorded by the county clerk in the clerk's office, reported to the town board and the county board, and printed in the proceedings of the county board. The ordinance shall supersede any prior town ordinance in conflict therewith or which is concerned with zoning, except as provided by s. 60.62. A town board may withdraw from coverage of county zoning ordinance as provided under s. 60.23 (34).

(d) The board may by a single ordinance repeal an existing county zoning ordinance and reenact a comprehensive revision thereto in accordance with this section. "Comprehensive revision", in this paragraph, means a complete rewriting of an existing zoning ordinance which changes numerous zoning provisions and alters or adds zoning districts. The comprehensive revision may provide that the existing ordinance shall remain in effect in a town for a period of up to one year or until the comprehensive revision is approved by the town board, whichever period is shorter. If the town board fails to approve the comprehensive revision within a year neither the existing ordinance nor the comprehensive revision shall be in force in that town. Any repeal and reenactment prior to November 12, 1965, which would be valid under this paragraph is hereby validated.

(e) The board may amend an ordinance or change the district boundaries. The procedure for such amendments or changes is as follows:

1. A petition for amendment of a county zoning ordinance may be made by a property owner in the area to be affected by the amendment, by the town board of any town in which the ordinance is in effect; by any member of the board or by the agency designated by the board to consider county zoning matters as provided in sub. (2) (a). The petition shall be filed with the clerk who shall immediately refer it to the county zoning agency for its consideration, report and recommendations. Immediate notice of the petition shall be sent to the county supervisor of any affected district. A report of all petitions referred under this paragraph shall be made to the county board at its next succeeding meeting.

2. Upon receipt of the petition by the agency it shall call a public hearing on the petition. Notice of the time and place of the hearing shall be given by publication in the county of a class 2 notice, under ch. 985. If an amendment to an ordinance, as described in the petition, has the effect of changing the allowable use of any property, the notice shall include either a map showing the property affected by the amendment or a description of the property affected by the amendment and a statement that a map may be obtained from the zoning agency. A copy of the notice shall be submitted by the clerk under par. (g) to the town clerk of each town affected by the proposed amendment at least 10 days prior to the date of such hearing. If the petition is for any change in an airport affected area, as defined in s. 62.23 (6) (am) 1. b., the agency shall mail a copy of the notice to the owner or operator of the airport bordered by the airport affected area,

3. Except as provided under subd. 3m., if a town affected by the proposed amendment disapproves of the proposed amendment, the town board of the town may file a certified copy of the resolution adopted by the board disapproving of the petition with the agency before, at or within 10 days after the public hearing. If the town board of the town affected in the case of an ordinance relating to the location of boundaries of districts files such a resolution, or the town boards of a majority of the towns affected in the case of all other amendatory ordinances file such resolutions, the agency may not recommend approval of the petition without change, but may only recommend approval with change or recommend disapproval.

3m. A town may extend its time for disapproving any proposed amendment under subd. 3. by 20 days if the town board adopts a resolution providing for the extension and files a certified copy of the resolution with the clerk of the county in which the town is located. The 20-day extension shall remain in effect until the town board adopts a resolution rescinding the 20-day extension and files a certified copy of the resolution with the clerk of the county in which the town is located.

4. As soon as possible after the public hearing, the agency shall act, subject to subd. 3., on the petition either approving, modifying and approving, or disapproving it. If its action is favorable to granting the requested change or any modification thereof, it shall cause an ordinance to be drafted effectuating its determination and shall submit the proposed ordinance directly to the board with its recommendations. If the agency after its public hearing recommends denial of the petition it shall report its recommendation directly to the board with its reasons for the action. Proof of publication of the notice of the public hearing held by the agency and proof of the giving of notice to the town clerk of the hearing shall be attached to either report. Notification of town board resolutions filed under subd. 3. shall be attached to either such report.

5. Upon receipt of the agency report the board may enact the ordinance as drafted by the zoning agency or with amendments, or it may deny the petition for amendment, or it may refuse to deny the petition as recommended by the agency in which case it shall rerefer the petition to the agency with directions to draft an ordinance to effectuate the petition and report the ordinance back to the board which may then enact or reject the ordinance.

5g. If a protest against a proposed amendment is filed with the clerk at least 24 hours prior to the date of the meeting of the board at which the report of the zoning agency under subd. 4. is to be considered, duly signed and acknowledged by the owners of 50 percent or more of the area proposed to be altered, or by abutting owners of over 50 percent of the total perimeter of the area proposed to be altered included within 300 feet of the parcel or parcels proposed to be rezoned, action on the ordinance may be deferred until the zoning agency has had a reasonable opportunity to ascertain and report to the board as to the authenticity of the ownership statements. Each signer shall state the amount of area or frontage owned by that signer and shall include a description of the lands owned by that signer. If the statements are found to be true, the ordinance may not be enacted except by the affirmative vote of three-fourths of the members of the board present and voting. If the statements are found to be untrue to the extent that the required frontage or area ownership is not present the protest may be disregarded.

5m. If a proposed amendment under this paragraph would make any change in an airport affected area, as defined under s. 62.23 (6) (am) 1. b., and the owner or operator of the airport bordered by the airport affected area files a protest against the proposed amendment with the clerk at least 24 hours prior to the date of the meeting of the board at which the report of the zoning agency under subd. 4. is to be considered, no ordinance which makes such a change may be enacted except by the affirmative vote of two-thirds of the members of the board present and voting.

6. If an amendatory ordinance makes only the change sought in the petition and if the petition was not disapproved prior to, at

Scott Godfrey

From: sroh@thedodgevillechronicle.com
Sent: Tuesday, September 10, 2019 9:21 AM
To: Scott Godfrey
Subject: Re: two hearing notices

thank you

On 2019-09-10 8:21 am, Scott Godfrey wrote:

> Hi Shelly,
>
> Please run each of the attached for two consecutive weeks beginning
> this week.
>
> Thanks.
>
> Scott A. Godfrey, Director/LIO
>
> Iowa County Planning & Development
>
> 222 N. Iowa Street
>
> Dodgeville, WI 53533
>
> 608-935-0333

Scott Godfrey

From: Scott Godfrey
Sent: Tuesday, September 10, 2019 8:22 AM
To: 'Ads'
Subject: two hearing notices
Attachments: Oct. 2, 2019 BOA agenda Chronicle.doc; Sept. 26, 2019 ZH for Chronicle.doc

Hi Shelly,

Please run each of the attached for two consecutive weeks beginning this week.

Thanks.

Scott A. Godfrey, Director/LIO
Iowa County Planning & Development
222 N. Iowa Street
Dodgeville, WI 53533
608-935-0333



IOWA COUNTY OFFICE OF PLANNING & DEVELOPMENT

Courthouse - 222 N. Iowa St. - Dodgeville, WI 53533
Telephone: (608) 935-0398 Fax: (608) 935-0326 Mobile: (608) 553-7575
e-mail: scott.godfrey@iowacounty.org

FILE COPY

Sept. 10, 2019

The enclosed public hearing notice is being sent to you under the provisions of Chapter 59.69(5)2 WI Stats which, in part, states:

"A copy of the notice shall be mailed by registered mail to the town clerk of each town affected by the proposed amendment at least 10 days prior to the date of such hearing."

Please feel free to post the enclosed notice where public notices are typically posted in your town.

If you have any questions, please don't hesitate to give me a call.

Regards,


Scott A. Godfrey, Director
Iowa County Planning & Development
222 N. Iowa Street
Dodgeville, WI 53533
608-935-0398
scott.godfrey@iowacounty.org

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LOIS NANKER - T. HOWLAND
5705 COUNTY ROAD P
HOWLAND WI 53543



9590 9401 0017 5205 8412 59

2. *(Transfer from service label)*

7015 0640 0001 3840 7361

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
Lois Nanker 9-12-19
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Registered Mail™
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

FILE COPY



IOWA COUNTY OFFICE OF PLANNING & DEVELOPMENT

Courthouse - 222 N. Iowa St. - Dodgeville, WI 53533
Telephone: (608) 935-0398 Fax: (608) 930-1205 Mobile: (608) 553-7575
e-mail: scott.godfrey@iowacounty.org

Pursuant to Section 19.84 and 59.69, Wisconsin Statutes, notice is hereby given that the Iowa County Planning & Zoning Committee will hold public hearings and meeting on **Thursday, Sept. 26, 2019 at 6:15 PM, or as soon thereafter as possible, in the 2nd Floor Room 2340** in the Courthouse in the City of Dodgeville, Wisconsin. For information regarding access for the disabled, please call 935-0399. Additional information about the petitions, including maps, can be obtained from the Office of Planning & Development.

Agenda

1. Call to order
2. Roll call
3. Consent Agenda:
 - a) Approve the agenda for this meeting.
 - b) Approve the minutes of the last meeting.
4. Report from committee members and an opportunity for members of the audience to address the Committee. No action will be taken.
5. Continued petition by Rick Peterson to rezone 6.53 acres from B-3 Hvy Bus to AB-1 Ag Bus with a Conditional Use Permit for a Commercial Livestock Operation and residence being Lot 1 of CSM718 in S15-T8N-R4E in the Town of Arena.
6. Petition by 112, LLC/Chris Carlson to reduce an existing 40-acre RB-1 Rec Bus lot to 8.029 acres by rezoning the balance to A-1 Ag in the SE/NW & NE/SW of S29-T7N-R2E in the Town of Highland. This petition includes a request for a Conditional Use Permit for Equine Therapy Services on the RB-1 lot.
7. Continued petition by John Scullion to rezone approx. 78.82 acres from A-1 Ag to RB-1 Rec Bus with a Conditional Use Permit for a Hunting Preserve and Dog Training in the SW/SW of S3 and SE/SE of S4 all in T6N-R1E in the Town of Highland.
8. Petition by James Sertzel and Richard Schoenberg dba Bella Investment Properties LLC for a Conditional Use Permit to allow a Commercial Kennel use for an existing 7.38-acre AR-1 Ag Res lot at 7698 Lone Pine Rd in the S1/2-NE of S32-T7N-R5E in the Town of Brigham.
9. Director's Report
 - a) Office activity and programs
10. Next meeting date and time
11. Adjourn

Posting Date: Sept. 10, 2019

Ordinance No. 400.18

**Iowa County
Manure Storage and Management
Ordinance**

- 1-1 General Provisions
- 1-2 Definitions
- 1-3 Activities Subject to Regulation
- 1-4 Manure Storage Facilities Performance Standards and Prohibitions
- 1-5 Manure Storage Permits
- 1-6 Certificate of Use
- 1-7 Administration and Enforcement
- 1-8 Violations and Penalties
- 1-9 Appeals and Variances

SECTION 1-1: GENERAL PROVISIONS

- (1) **Authority.** This Ordinance is adopted under authority granted by sections 59.70, 59.02, 59.03, 92.15, and 92.16, Wisconsin Statutes (Stats.), and ss. ATCP 50.56, ATCP 51.12, and NR 151.05, Wisconsin Administrative Code ("Wis. Admin. Code")
- (2) **Title.** This Ordinance shall be known as, referred to, and may be cited as the Iowa County Manure Storage and Management Ordinance and is hereinafter known as the Ordinance.
- (3) **Findings and Declaration of Policy.** The Iowa County Board of Supervisors finds that the following conditions may threaten the county's natural and water resources, harm to the health, safety and welfare of people within the county, and adversely impact the property tax base of the county:
 - (a) New and substantially altered manure storage facilities that fail to meet performance and technical standards for proper design, construction and operation.
 - (b) Existing manure storage facilities that are not properly functioning and pose unreasonable risks related to structural failure and leakage.
 - (c) Existing manure storage facilities that overtop or are operated in a manner that creates an unreasonable risk of discharge to waters of the state.
 - (d) Existing manure storage facilities where no manure has been added or removed for a period of 24 months, and are not slated for future use.
 - (e) Management of manure including land application that fails to meet performance and technical standards for proper handling and land application of manure.
 - (f) Additional findings may be added.

The Iowa County Board of Supervisors further finds that the technical standards developed by the USDA Natural Resources Conservation Service ("NRCS"), and performance standards, prohibitions and conservation practices codified by Wisconsin Department of Agriculture, Trade, and Consumer Protection ("DATCP") and Department of Natural Resources ("DNR"), if adopted by the Iowa County, provide effective, practical, and environmentally protective methods for storing and managing manure.

Iowa County Board of Supervisors further finds the regulation of activities identified in this chapter will protect and promote the county's agricultural industry; prevent pollution of

surface and ground water; protect the health, safety, and general welfare of the people and communities within the county; preserve the health of livestock, aquatic life and other animals and plants; advance the appropriate use of land and water conservation resources within the community; and protect the property tax base of county.

- (4) **Purpose.** The purpose of this Ordinance is to regulate the location, design, construction, installation, alteration, operation, maintenance, closure, and use of manure storage facilities; ensure the proper application of waste and manure from all storage facilities covered by this Ordinance, and prescribe performance standards and prohibitions related to manure and other agricultural management. It is also intended to provide for the administration and enforcement of the Ordinance and to provide penalties for its violation.
- (5) **Applicability.** The permit and other requirements in this Ordinance apply to all of the unincorporated areas of Iowa County.
- (6) **Interpretation.** In its interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of Iowa County, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes (Stats.). Unless a specific provision in this Ordinance seeks to apply requirements that are more stringent than state law, this Ordinance shall be interpreted to be consistent with chs. 92 and 281.16, Stats. and chs. ATCP 50 and NR 151, Wis. Admin. Code.
- (7) **Abrogation, Greater Restrictions, Severability and Repeal Clause.**
 - (a) Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, annul, abrogate, impair or interfere with any existing covenants, deed restrictions, agreements, ordinances, rules, regulations or permits previously adopted or issued pursuant to law. However, wherever this Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern.
 - (b) Severability. Each section, paragraph, sentence, clause, word and provision of this Ordinance is severable and if any portion shall be deemed unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance nor any part thereof other than the portion affected by such decision.
- (8) **Effective Date.** This Ordinance shall become effective upon its adoption by the Iowa County Board of Supervisors and publication.

SECTION 1-2: DEFINITIONS

- (1) **“Agricultural Waste Management Field Handbook (AWMFH)”** is a manual that provides specific guidance for planning, designing, and managing systems where agricultural wastes are involved, as published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service.
- (2) **“Applicant”** means any person who applies for a permit under this Ordinance
- (3) **“DATCP”** means Wisconsin Department of Agriculture, Trade and Consumer Protection.
- (4) **“Direct Conduits to Groundwater”** means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.
- (5) **“Direct Runoff”** has the meaning in NR 151.015(7), Wis. Admin. Code, which includes any of the following:
 - (a) Runoff from a feedlot that can be predicted to discharge a significant amount of pollutants to surface waters of the state or to a direct conduit to ground water.
 - (b) Runoff of stored manure, including manure leachate, that discharges a significant amount of pollutants to surface waters of the state or to a direct conduit to ground water.
 - (c) Construction of a manure storage facility in permeable soils or over fractured bedrock without a liner designed in accordance with s. NR 154.04(3), Wis. Admin. Code.
 - (d) The criteria in s. NR 151.055(3), Wis. Admin. Code, will be used to predict or determine if a discharge is significant.
- (6) **“Land Conservation Committee (LCC)”** is a committee made up of members of the Iowa County Board of Supervisors and others who, by authority from Chap. 92, Wis. Stats., determine policy and give direction for soil and water conservation activities, and provides direction for the Land Conservation Department (LCD).
- (7) **“Manure”** means livestock excreta and the following when intermingled with excreta in normal farming operations: debris including bedding, water, soil, hair, and feathers; processing derivatives including separated sand, separated manure solids, precipitated manure sludges, supernatants, digested liquids, composted bio solids, and process water;

and runoff collected from barnyards, animal lots, and feed storage areas.

- (8) **“Manure Storage Facility”** means one or more impoundments made by constructing an embankment, excavating a pit or dugout, or fabricating a structure specifically for the purpose of temporarily storing manure and related wastes. Included in this definition is stationary equipment and piping used to load or unload a manure storage structure if the equipment is specifically designed for that purpose and is an integral part of the facility, and specifically includes components to transfer waste from milking centers, runoff from barnyards, and leachate and contaminated runoff from feed storage.
- (9) **“Margin of Safety Level”** has the meaning given in s. NR 243.03(37), Wis. Admin. Code, which means the level in a liquid storage or containment facility that is vertically one foot below the lowest point of the top of the facility or structure
- (10) **“Natural Resources Conservation Service (NRCS)”** is an agency of the United States Department of Agriculture which, for purposes of this Ordinances, develops and maintains a technical guide with conservation practice standards and specifications, engineering manuals and handbooks, and other technical documentation related to manure storage facilities, nutrient management plans, and other technical matters covered by this Ordinance.
- (11) **“Navigable Water”** has the meaning given in s. 30.01(4m) Stats, which means any body of water which is navigable under the laws of this state.
- (12) **“Nutrient Management Plan”** means an annual written plan developed and to be implemented to ensure the proper application of manure and other nutrients to any field, including pastures. A nutrient management plan shall meet the requirements in sub. 1-5(6).
- (13) **“Overflow”** has the meaning given in s. NR 151.015 (15e), Wis. Admin. Code, which means discharge of manure to the environment resulting from flow over the brim of a facility or from flow directed onto the ground through man-made device including a pump or pipe.
- (14) **“Percent fines”** means the percentage of a given sample of soil which passes through a #200 (0.075mm) sieve.
- (15) **“Permit”** means the signed, written statement issued under this Ordinance authorizing the applicant to construct, install, reconstruct, extend, enlarge, substantially alter or close a manure storage facility, and to use or dispose of waste from the facility.

- (16) **“Permitting Authority”** means the Iowa County Land Conservation Department or Iowa County Office of Planning & Development who shall act in collaboration. The term “County” may be used in this Ordinance to represent the Permitting Authority.
- (17) **“Permittee”** means any person to whom a permit is issued under this Ordinance.
- (18) **“Person”** means any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency within Wisconsin, the federal government, or any combination thereof.
- (19) **“Safety Devices”** means devices, which are designed to protect humans and livestock from the hazards associated with a storage facility.
- (20) **“Significant discharge”** means a discharge of process waste that is determined as “significant” in accordance with the criteria in s. NR 151.055(3), Wis. Admin. Code.
- (21) **“Site that is susceptible to groundwater contamination”** has the meaning under NR 151.015(18) Wis. Admin. Code, which means any of the following:
- (a) An area within 250 feet of a private well.
 - (b) An area within 1000 feet of a municipal well.
 - (c) An area within 300 feet upslope or 100 feet downslope of a direct conduit to groundwater.
 - (d) A channel that flows to a direct conduit to groundwater.
 - (e) An area where the soil depth to groundwater or bedrock is less than 2 feet.
 - (f) An area where the soil does not exhibit one of the following characteristics:
 - 1. At least a 2-foot soil layer with 40% fines or greater above groundwater and bedrock.
 - 2. At least a 3-foot soil layer with 20% fines or greater above groundwater and bedrock.
 - 3. At least a 5-foot soil layer with 10% fines or greater above groundwater and bedrock.

- (22) **“Stop Work Order”** means an order to cease any activity in the operation or construction of an activity subject to regulation.
- (23) **“Substantially altered”** has the meaning in s. NR 151.015(20), Wis. Admin. Code, which means a change initiated by an owner or operator that results in a relocation of a structure or facility or significant changes to the size, depth or configuration of a structure or facility including:
- (a) Replacement of a liner in a manure storage structure.
 - (b) An increase in the volumetric capacity or area of a structure or facility by greater than 20%.
 - (c) A change in a structure or facility related to a change in livestock management from one species of livestock to another such as cattle to poultry.
- (24) **“Technical Guide”** means the document provided by NRCS at the time of application which contains technical data, including the standards referenced within this Ordinance to properly and safely locate, construct, install, alter, design, operate and maintain a storage facility.
- (25) **“Technical Standard 313”** is a practice standard within the Technical Guide that covers the proper location, design, construction, installation, alteration, operation and maintenance of a manure storage facility.
- (26) **“Technical Standard 360”** is a practice standard within the Technical Guide that covers decommissioning of facilities, and/or the rehabilitation of contaminated soil, in an environmentally safe manner, where agricultural waste has been handled, treated, and/or stored and is no longer used for the intended purpose.
- (27) **“Technical Standard 634”** is a practice standard within the Technical Guide that covers the design, material types and quality, and installation of components such as conduits, pumps, valves, and other structures or devices to transfer manure and waste from buildings and yards and other sources to storage, loading areas, crop fields and other destinations. The standard establishes the minimum acceptable requirements for design, construction, and operation of waste transfer system components.
- (28) **“Technical Standard 590”** is a practice standard within the Technical Guide that covers managing the amount, form, placement and timing of plant nutrients associated with organic wastes (manure and organic by-products), commercial fertilizers, legume crops and

crop residues.

- (29) **“Unconfined Manure Stack”** means a quantity of manure that is at least 175 cubic feet in volume and which covers the ground surface to a depth of at least 2 inches and is not confined within a manure storage facility, livestock housing facility or barnyard runoff control facility or covered or contained in a manner that prevents storm water access and direct runoff to surface water or leaching of pollutants to groundwater.
- (30) **“Unpermitted manure storage facility”** means a manure storage facility constructed, modified, or placed in use without first obtaining a permit, including facilities constructed before the first date of the adoption this ordinance, and may include an earthen structure or impoundment made with a concrete liner which fully or partially covers the bottom and/or the sidewalls of the impoundment.
- (31) **“Waste Transfer System”** means components such as pumps, pipes, conduits, valves, and other mechanisms installed to convey manure, leachate and contaminated runoff, and milking center wastes from livestock structures to a storage structure, loading area, or treatment area.
- (32) **“Water Pollution”** means contaminating or rendering unclean or impure the ground or surface waters of the state, or making the same injurious to public health, harmful for commercial or recreational use, or deleterious to fish, bird, animal, or plant life.
- (33) **“Water Quality Management Area”** or “WQMA” has the meaning in s. NR 151.015(24), Wis. Admin. Code, which means the area within 1,000 feet from the ordinary high water mark of navigable waters that consist of a lake, pond or flowage, except that, for a navigable water that is a glacial pothole lake, the term means the area within 1,000 feet from the high water mark of the lake; the area within 300 feet from the ordinary high water mark of navigable waters that consist of a river or stream; and a site that is susceptible to groundwater contamination, or that has the potential to be a direct conduit for contamination to reach groundwater.
- (34) **“Waters of the State”** is the meaning specified under s. 281.01(18), Stats, which includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

SECTION 1-3: ACTIVITIES SUBJECT TO REGULATION

- (1) **Permit Requirements.** Any person who constructs, substantially alters, changes use of or closes a manure storage facility and related transfer systems, or who employs another person to do the same, shall be subject to the permit requirements of this Ordinance in Sec. 1-5.
- (2) **Performance Standards and Prohibitions.** Any person who owns or operates cropland or livestock facilities in this county is subject to the performance standards and prohibitions in Section 1-4, regardless of whether they received a permit under this Ordinance. This Ordinance incorporates by reference the definitions in chapters ATCP 50 and NR 151, Wis. Admin. Code, to the extent that they are not explicitly referenced herein.
- (3) **Safety Devices.** All manure storage facilities shall be equipped with safety devices including fences and warning signs intended to protect humans and livestock from the hazards associated with a such facilities. Safety devices shall be designed and installed as required by Technical Standard 313.
- (4) **Well, Road, and Property Line Setbacks.** A manure storage facility may not be located within 100 feet of any property line, or within 100 feet of the nearest point of any public road right-of-way, or within 250 feet of a well unless one of the following applies:
 - (a) The manure storage facility lawfully existed prior to the adoption of this ordinance. This paragraph does not authorize an expansion, toward a property line, public road right-of-way, or well of a manure storage facility that is located within 100 feet of that property line or public road right-of-way or 250 feet of that well.
 - (b) The manure storage facility is a single new facility constructed no closer to the relevant property line, public road right-of-way or well than a manure storage facility that lawfully existed on the same lot or parcel prior to the adoption of this ordinance, provided the new facility is no larger than the existing facility and is located within 50 feet of the existing facility.

The setback measurement shall be taken from the nearest point of the structure, including any embankment, to the nearest point of a property line, public road right-of-way, or well. The setback to a property line may be reduced if the affected neighboring landowner is in agreement and signs an affidavit stating the agreement and reduced setback distance. The affidavit must be recorded with the Register of Deeds.

SECTION 1-4: MANURE STORAGE FACILITIES PERFORMANCE STANDARDS AND PROHIBITIONS

- (1) Manure storage facilities constructed or substantially altered after October 1, 2002 shall be designed, constructed and maintained to minimize the risk of structural failure of the facility and minimize leakage of the facility in order to comply with groundwater standards.
 - (a) Storage facilities that are constructed or significantly altered shall be designed and operated to contain the additional volume of runoff and direct precipitation entering the facility as a result of a 25-year, 24-hour storm.
 - (b) A manure storage facility located in permeable soils or over fractured bedrock must be constructed with a liner designed in accordance with Technical Standard 313.
- (2) Closure of a manure storage facility shall occur when the farm where the storage facility is located ceases operation, or manure has not been added or removed from the storage facility for a period of 24 months. Manure storage facilities shall be closed in a manner that prevents future contamination of groundwater and surface waters, and shall conform to the permit and other requirements in this Ordinance.
- (3) The owner or operator may avoid closure of a facility as required under this section by demonstrating to the county that all of the following conditions are met:
 - (a) The facility is designed, constructed and maintained in accordance with this section.
 - (b) The facility is designed to store manure for a period of time longer than 24 months.
 - (c) Retention of the facility is warranted based on anticipated future use.
- (4) Manure storage facilities that pose an imminent threat to public health, fish and aquatic life, or groundwater shall be upgraded, replaced, or closed in accordance with this Ordinance.
- (5) Manure storage facilities constructed or substantially altered after October 1, 2002 may be required to comply with subs. (2) and (4) without cost-sharing.
- (6) Levels of materials in manure storage facilities may not exceed the margin of safety level.
- (7) **Manure management prohibitions:**
 - (a) A livestock operation shall have no overflow of manure storage facilities.

- (b) A livestock operation shall have no unconfined manure stack in a water quality management area.
 - (c) A livestock operation shall have no direct runoff from a feedlot or stored manure into the waters of the state.
 - (d) A livestock operation may not allow unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod or self-sustaining vegetative cover. Properly designed, installed and maintained livestock or farm equipment crossings are exempt.
- (8) All owners and operators of permitted manure storage facilities shall apply manure and nutrients to cropland according to a nutrient management plan prepared in compliance with ATPCP 50.04(3), Wis. Admin. Code.
- (9) **Cost-Sharing Required:** The County shall follow the requirements of chapters ATPCP 50 and NR 151, Wis. Admin. Code, to determine if a landowner of existing cropland or livestock facilities must receive a bona fide offer of cost-sharing to achieve compliance with a performance standard or prohibitions. The county shall do all of the following, notifying the landowner regarding its determinations:
- (a) Identify the specific areas where the landowner has failed to comply with the performance standards and prohibitions and the corrective actions the landowner must pursue to achieve compliance.
 - (b) Determine whether that farmland that is out of compliance is "existing cropland" or an "existing livestock facility." If cropland or a livestock facility has been determined to be in compliance with a performance standard or prohibition, it no longer qualifies as an "existing" cropland or facility for cost-share purposes under that performance standard. If the cropland or facility later falls out of compliance with the performance standard, the landowner must restore compliance regardless of the availability of cost-sharing
 - (c) Determine whether cost-sharing is available following the requirements of ss. NR 151.09(4)(d) or NR151.095(5)(d), Wis. Admin. Code, when funding is provided under §. 281.65, Stats., and use ch. ATPCP 50, Wis. Admin. Code, to make this determination when funds are from any other source.

SECTION 1-5: MANURE STORAGE PERMITS

(1) **Permit Required.**

- (a) No person may do any of the following without obtaining a permit in accordance with this section:
 - 1. Construct a new manure storage facility or substantially alter an existing manure storage facility, including the construction or substantial alteration of waste transfer systems connected to a manure storage facility.
 - 2. Upgrade, repair or replace a manure storage facility that has been identified as posing an imminent threat to public health, fish and aquatic life, or groundwater under Sec. 1-4.
 - 3. Close an existing manure storage facility, including conversion of its use, regardless of whether the facility must be closed in accordance with Sec. 1-4.
- (b) Requirements of this Ordinance shall be in addition to any other legal requirements regulating animal waste. Specific exemptions to cost-share requirements apply to the issuance of permits. See ss. NR 151.095(5)(b)2. and ATCP 50.54(2)(b), Wis. Admin. Code. In the case of conflict, the most stringent provisions shall apply.
- (c) A person is in compliance with this section if he or she follows the application and other procedures specified in this section, receives a permit and approval from the County before beginning activities subject to regulation under this section, complies with the requirements of the permit and receives any required approvals or certifications from the county. The Permitting Authority may establish a timetable for the applicant to complete required activities to ensure compliance with requirements of this ordinance.

(2) **Exception to Permit Requirement.** A permit is not required for:

- (a) Routine maintenance of a manure storage facility, not including activities listed under section 1-5(1)(a) of this ordinance
- (b) Emergency equipment repairs of a manure storage facility, if the following conditions are met:
 - 1. All emergency repairs on a manure storage facility or transfer system which cause any disruption of the original construction of the storage facility shall be done so as to restore the storage facility to the original state, as determined by the technical standards set forth in sub. (6).
 - 2. Such repairs shall be further reported to the Permitting Authority within one (1) working day of the emergency for a determination on whether a permit will be required for any additional alteration or repair to the facility.

3. The Permitting Authority determination shall be rendered within three (3) working days of reporting.
- (3) **Fee.** All fees associated with this ordinance shall be established by County Board resolution.
- (4) **Manure Storage Facility Construction Plan and Nutrient Management Plan Required.** Each application for a permit under par. (1)(a) shall be on a form provided by the County and include plans for the storage facility (including transfer system) and the management of manure prepared in accordance with following requirements:
 - (a) A narrative of the general criteria required within Technical Standard 313, and of other applicable Technical Standards including management and site assessments. The narrative should include, but is not limited to:
 1. The number and type of animals for which storage is provided, the duration for which storage is to be provided, daily gallons and/or cubic feet of waste and manure produced, bedding type, and manure handling practices.
 2. A description and construction plan of the method of transferring animal waste into and from the facility.
 3. Soil test pit or boring logs and their locations with soil descriptions and test results. Soil test pit or boring criteria should follow Technical Standard 313 and characterize the subsurface (soils, saturation, and bedrock). This includes the elevation of redoximorphic features (mottling), gleyed soil and moisture condition.
 - (b) A general location map drawing of the site which shall include:
 1. The location of structures in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1000) feet of the proposed facility or system.
 2. The scale of the drawing and the north arrow with the date the general location map was prepared.
 3. The location of any floodplains.
 - (c) Engineering design drawings of the manure storage facility or transfer system which shall include:
 1. Specific design components that shall comply with Technical Standard 313, and additional applicable Technical Standards such as 634.
 2. A recoverable benchmark(s) including elevation(s) expressed in feet and tenths.

3. The scale of the drawings and the north arrow. The engineering design drawing shall be drawn to a scale no smaller than one (1) inch equals one hundred (100) feet.
 4. The date the engineering design drawings were prepared.
- (d) The structural details, including but not limited to dimensions, cross-sections, concrete thickness, concrete joint design and placement, design loads, design computations, reinforcement schedules, thickness and placement of groundwater protection liners, and all material specifications.
 - (e) Provisions for adequate drainage and control of runoff to prevent pollution of surface water and groundwater.
 - (f) A construction site erosion control plan.
 - (g) Estimated start of construction and construction schedule.
 - (h) A safety plan that identifies hazards to animals and people in the production area, and design features to minimize those hazards.
 - (i) An operation and maintenance plan for installed practices.
 - (j) A nutrient management plan prepared in compliance requirements of this Ordinance, including sub. (6).
 - (k) Other additional information requested by the county to comply with this Ordinance.
- (5) **Manure Storage Closure Plan Required.** Each application for a closure permit under subsections (1)(a)3. shall be on form provided by the county and include a closure plan. The plan shall include:
- (a) A general location map drawing of the manure storage facility which shall include:
 1. The location of the manure storage facility in relation to buildings, homes, property lines, roads, wells, karst features, public or private drainage ditches and creeks, flowages, rivers, streams, lakes, or wetlands within one thousand (1000) feet of the existing facility.
 2. The scale of the drawing and an arrow indicating north.
 3. The date the general location map was prepared.

- (b) A description of the method and specifications in transferring manure into and from the manure storage facility to ensure proper closure of transfer systems.
- (c) Provisions to remove or permanently plug the manure transfer system serving the manure storage facility.
- (d) Provisions to remove and properly dispose of all accumulated manure in the manure facility in compliance with applicable Technical Standards.
- (e) For all waste impoundments, plan requirements and provisions shall be in compliance and consistent with applicable Technical Standards.
- (f) The manure storage facility may be converted to other uses, where it is demonstrated the conversion will not result in a degradation of ground and/or surface waters or be a threat to public health, safety or general welfare. Approval of the proposed use may be required under general zoning regulations.
- (g) Manure storage facility closures and conversions shall implement safety measures to ensure the protection of the public from hazardous conditions.
- (h) Any other additional information required by the County to protect water quality and achieve compliance with the requirements of this Ordinance.

(6) Permit Standards

- (a) Manure Storage Construction. Permit applications under sub (4) shall provide sufficient documentation to demonstrate that a new or substantially altered storage facility:
 - 1. Is designed in accordance with Technical Standard 313 and Technical Standard 634.
 - 2. Meets the performance standards in Sec. 1-4.
- (b) Manure Storage Closure. Permit applications under sub. (5) shall provide sufficient documentation to demonstrate that the plan for manure storage facility closure meets Technical Standard 360.
- (c) Manure and Nutrient Management. Nutrient management plans submitted under sub. (4) and sub. (5) shall comply with Technical Standard 590, s. ATCP 50.04 (3), Wis. Admin. Code, and s. NR 151.07, Wis. Admin. Code.

- (d) Other Standards. Other technical guides such as AWMFH or EFH may be used to evaluate compliance with the requirements of this Ordinance.
 - (e) Incorporation of Standards and Specifications. All standards and specifications are incorporated by reference and made part of this Ordinance. Any future amendment, revision or modification of the standards or specifications incorporated herein are made a part of this ordinance, unless the County specifically affirmatively acts to a different version. Copies of all applicable standards and specifications may be obtained from the Iowa County Land & Conservation Department or on Iowa County's website at www.iowacounty.org.
 - (f) Certification. All permit applications must include a certification provided by a qualified person that the designs and plans meet the technical standards and specifications in this subsection. A qualified person is someone who is either a Wisconsin licensed engineer, certified crop advisor, or technical service provider with state job approval authority.
 - (g) Variances. Variances from these standards and specifications can only be granted in accordance with sec. 1-9 of this Ordinance
- (7) **Review of Application.** All applications are to be submitted to the Office of Planning and Development. Said Office will determine the completeness of the applications. Within 45 calendar days after deeming the application complete, the Office shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required, the Office shall so notify the permit applicant. The Office has thirty (30) calendar days from the receipt of the additional information in which to approve or disapprove the application. No construction may commence without the approval permit issued by the Office.
- (8) **Permit Approval Conditions.** All permits issued under this Ordinance shall be issued subject to the following conditions and requirements:
- (a) Facility and system design, construction, and closure shall be carried out in accordance with the approved plans and applicable standards.
 - (b) Permittees must obtain all required permits and authorizations before commencing construction activities.
 - (c) The permittee shall give five (5) working days written notice to the Iowa County Office of Planning and Development before starting any construction activity authorized by

the permit.

- (d) Approval in writing must be obtained from the Office of Planning and Development prior to making any changes or modifications to the approved plans and specifications.
 - (e) Following completion of construction and prior to use, practitioner Wisconsin licensed engineer, certified crop advisor, or technical service provider with state job approval authority and the permittee and, if applicable, the contractor, shall certify in writing that all facilities and systems were installed as planned, including as-built dimensions and changes or modifications as authorized per par. (8)(d) made during construction.
 - (f) The County shall provide onsite inspection and final approval (via a Certificate of Use) for all construction projects conducted under a permit issued under this Ordinance. To receive approval Certificate of Use, a manure storage facility must be fully constructed as designed including the marking of the maximum operating level and implementation of all safety devices.
 - (g) No permitted manure storage facility may receive manure until the County provides a Certificate of Use. No manure may be emptied from permitted manure storage facility until the County approves the nutrient management plan submitted by the applicant.
- (9) **Permit Expiration.** All activities authorized by a permit shall be completed within two (2) years from the date of issuance after which time such permit shall be void. No work shall commence or continue at a site where a permit has expired unless a new, subsequent permit has been applied for and issued.
- (10) **Permit Revocation.** In addition to any other actions authorized under this ordinance, the County may revoke any permit issued under this Ordinance if the holder of the permit has misrepresented any material fact in the permit application, plan or specification, or if the holder of the permit violates any of the conditions of the permit. The decision to revoke a permit may be appealed to the Board of Adjustment.

SECTION 1-6: CERTIFICATE OF USE

- (1) **Certificate Purpose.** The purpose of a Certificate of Use is to monitor and regulate the operation of a manure storage facility and adequacy of related nutrient management practices.
- (2) **Certificate Requirement.** No person may operate or use a manure storage facility permitted under this Ordinance unless the person has a valid Certificate of Use for the

storage facility or portion of the storage facility that is being operated or used.

- (3) **Issuance.** The County may issue a Certificate of Use upon the operator's compliance with conditions in Sec. 1-5(8) and the certificate shall remain in effect for as long as the manure storage facility is operated under the terms of the Certificate and this Ordinance.
- (4) **Operating Requirements.** The operator of a manure storage facility is in compliance with the Certificate of Use if the person does all of the following:
 - (a) Updates and follows an annual nutrient management plan that complies with requirements in this Ordinance and covers all manure from the manure storage facility subject to the Certificate of Use.
 - (b) Provides the most current DATCP 590 Nutrient Management Checklist by March 1st annually to the Land Conservation Department to document compliance with ordinance requirements. The Department may ask the operator to submit further documentation to substantiate an answer to one or more questions on the nutrient management checklist. The County may take appropriate action authorized by this Ordinance if the submitted documentation does not reasonably substantiate a checklist answer. Checklists may be obtained from the Land Conservation Department or the DATCP website.
 - (c) Properly operates the storage facility in accordance with performance standards and prohibitions in sec. 1-4 and consistent with the recommended operating methods as defined by the Technical Guide, AWMFH and EFH.
 - (d) Properly maintains the storage facility free from visible and serious damage, erosion, or deformities that would impair the facility's safety or function as determined by the Technical Guide, AWMFH, and the EFH.
 - (e) Properly maintains the safety devices.
 - (f) Provides the Land Conservation Department proof of compliance with the requirements in (4)(c) and (d) upon request and submits to periodic inspections of the storage facility with advance notice from the Department.
 - (g) Develops and implements a plan for closure of the manure storage facility when the operator ceases use of the facility or closure is required based on conditions specified in this ordinance.

- (h) The operating requirements shall remain with the facility regardless of property sale or transfer. In the event of a property sale or transfer, the new owner shall contact the Land Conservation Department to ensure compliance with the Certificate of Use.
- (5) **Certificate Revocation.** In addition to any other actions specified under this ordinance, the Permitting Authority may revoke a Certificate of Use if there is a misrepresentation of any material fact in the documents submitted in connection with the certificate use, a misrepresentation of any material fact in the nutrient management plan, a failure to submit required documentation or allow inspection, a condition that immediately threatens public health and safety, or for multiple or repeat violations of this ordinance. The operator will be immediately provided written notice of the revocation and the reasons for the revocation. No manure be added or removed from a manure storage facility whose certificate has been revoked.

SECTION 1-7: ADMINISTRATION AND ENFORCEMENT

- (1) **Delegation of Authority.** The Iowa County Board of Supervisors hereby designates the Land Conservation Department and Office of Planning & Development with the authority to administer and enforce this Ordinance.
- (2) **Administrative Duties.** The administration and enforcement of this Ordinance, shall entail:
- (a) Keeping an accurate record of all permit applications, animal waste facility plans, nutrient management plans, permits issued, inspections made, and other official actions.
 - (b) Reviewing permit applications and issue permits in accordance with Section 1-5 of this Ordinance.
 - (c) Conducting, or cause to conduct, inspections of manure storage facilities to determine if the facility construction, closure or operation meet the requirements of this Ordinance.
 - (d) Conducting, or cause to conduct, reviews of the nutrient management plans.
 - (e) Implementing the performance standards and prohibitions in accordance with Section 1-4 of this Ordinance.

- (f) Reviewing certificate applications and issuing Certificates of Use in accordance with Section 1-6 of this Ordinance.
 - (g) Investigating complaints relating to compliance with the requirements of this Ordinance and act upon the findings in accordance with provisions of this Ordinance.
 - (h) Performing other duties as specified in this Ordinance.
- (3) **Inspection Authority.** The Permitting Authority or its representative, is authorized to enter upon any lands affected by this Ordinance to inspect the land, and request records to determine compliance with this Ordinance including inspection of sites prior to or after the issuance of a permit or certificate, and sites with unpermitted manure storage facilities. See s. 92.07(14), Stats. If permission cannot be received from the applicant or permittee, entry by the Permitting Authority or its representative may proceed in accordance with s. 66.0119, Stats., to obtain a special inspection warrant. Refusal to grant permission to enter lands affected by this Ordinance for purposes of inspection shall be grounds for permit or Certificate of Use denial or revocation. The county may take any action authorized by this Ordinance to enforce this right of inspection.
- (4) **Enforcement Authority.** In addition to the authority to revoke permits and certificates specified in this Ordinance, the Permitting Authority is authorized to issue Stop Work Orders for development that has started without a required permit or approval. Notice is given by mailing a copy of the order or delivering it in person to the person whose activity is in violation of this Ordinance. The order shall specify that the activity must cease immediately or be brought into compliance within a period of time agreed upon by the Permitting Authority.
- Any permit revocation or order stopping work shall remain in effect unless retracted by the appropriate authority (e.g., Board of Adjustment, Land Conservation Committee, or a court of general jurisdiction); or until the activity is brought into compliance with this Ordinance.
- Where an after-the-fact permit is required in order to bring the activity into compliance, there may be an additional fee as established by County Board resolution.
- (5) **Abatement Order Authority.** The Permitting Authority may issue an order to abate any violation of this Ordinance with proper authorization. In the event an offense is not abated as ordered, the county may take such action as is necessary to abate the offense and the cost of such abatement will become a lien upon the person's property and may be collected in the same manner as other taxes.

- (6) Failure of the permit holder to resolve the issues for which a stop work order is issued, or to seek compliance in the case of a violation, may result in an enforcement action including, but not limited to, the issuance of a citation or referring the matter to the Iowa County Corporation Counsel.
- (7) **Other Lawful Remedies.** Nothing in this section may be construed to prevent the County from using any other lawful means to enforce this Ordinance.

SECTION 1-8: VIOLATIONS AND PENALTIES

- (1) It is unlawful for a person to violate any provision of this Ordinance or any condition contained in a permit or certificate issued pursuant to this Ordinance.
- (2) It is unlawful for any person to knowingly provide false information, make a false statement, or misrepresent or fail to provide any material fact to a county agent, board, commission, committee, department, employee, officer, or official acting in an official capacity under this Ordinance.
- (3) It is unlawful for a person to disobey; fail, neglect, or refuse to comply with; or otherwise resist an order issued pursuant to this Ordinance.
- (4) A separate offense is deemed committed on each day that a violation occurs or continues.

SECTION 1-9: APPEALS AND VARIANCES

- (1) **Appeals**
 - (a) An appeal may be made to the Iowa County Board of Adjustment of any order, requirement, decision, or determination by the Permitting Authority in administering this Ordinance.
 - (b) Any person having a substantial interest, which is adversely affected by the order, requirement, decision, or determination made under this ordinance may file an appeal.
 - (c) All appeals shall specify written evidence and the reason for the request, including which requirements from this Ordinance are involved.
 - (d) The Board of Adjustment shall consider an appeal as outlined in Section 10.0 of the Iowa County Zoning Ordinance.
- (2) **Variances**

- (a) The Land Conservation Committee may consider an appeal for a variance from the requirements of this ordinance.
- (b) A variance shall:
 - 1. Be consistent with the spirit and purpose of this ordinance.
 - 2. Be based on unique circumstances and not to the general conditions of the area.
 - 3. Not be granted for a self-created hardship.
 - 4. Not permit an activity or practice that may fail structurally or otherwise and cause significant water pollution or other off-site impacts.
 - 5. Not be granted if the variance will result in an outcome that is contrary to the public interest and be damaging to the rights of other persons.
 - 6. Not be granted solely on the basis of economic gain or loss.
 - 7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the ordinance
- (c) No variance from the standards in Technical Guide may be approved unless the county receives a variance or waiver from the technical standards through the NRCS or other qualified engineering authority. If public funds are involved, this may be a program requirement.
- (d) No variance from the performance standards and prohibitions in sec. 1-4 may be granted unless the County complies with the variance requirements specified in s. NR 151.097, Wis. Admin. Code, and receives approval from the Department of Natural Resources. Requests for a variance shall be made in writing and shall provide information documenting the following:
 - 1. Compliance with the performance standard or technical standard is not feasible due to site conditions.
 - 2. The landowner or operator will implement best management practices or other corrective measures that ensure a level of pollution control that will achieve a level of water quality protection comparable to that afforded by the performance standards in ch. NR 151, Wis. Admin. Code.
 - 3. The landowner or operator or their agents or assigns did not create the conditions for which the variance is requested.

Resolution Number: 4-1019

Whereas, authority is granted to establish construction, abandonment and operation standards for animal waste storage facilities by Sections 59.02, 59.03, 59.70, 92.15 and 92.16 Wisconsin Statutes, and ss. ATCP 50.56, ATCP 51/12, and NR 151.05 Wisconsin Administrative Code;

Whereas, the Iowa County Board of Supervisors did adopt an ordinance to establish said standards, the administration and enforcement of which comes at a cost;

Whereas, with the support of the Iowa County Land Conservation Committee, the Public Works Committee has taken action to recommend the establishment of fees to partially offset the cost of administration and enforcement of said ordinance;

Now Therefore Be It Resolved that the Iowa County Board of Supervisors do hereby adopt this resolution setting permit fees as follows associated with the administration and enforcement of the Iowa County Manure Storage and Management Ordinance:

New, upgraded, or replacement storage structure permit fee	\$500.00
Closure or repair of storage structure permit fee	\$100.00
Late fee for submittal of Nutrient Management Plan updates and/or checklists	\$50/month
After-the-fact permit fee	3 times regular fee

Now Therefore Be It Further Resolved that these established fees shall be distributed with 80% going to the Iowa County Land Conservation Department and 20% to the Iowa County Office of Planning & Development.

Adopted this ____ day of _____, 20__.

John Meyers
Iowa County Chairman

ATTEST:

Gregory T. Klusendorf
Iowa County Clerk

CERTIFICATION OF ADOPTION

This is to certify that the above ordinance was duly adopted by the County Board of Iowa County on the ____ day of _____, 20__.

Gregory T. Klusendorf
Iowa County Clerk
Iowa County, Wisconsin

5-1019

AGENDA ITEM COVER SHEET

Title: Highway Annual Borrowing Resolution

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Consider a resolution directing the highway department to budget \$1M per year of borrowing for Highway Improvements annually for 20 years.

RECOMMENDATIONS (IF ANY):

consider alternatives for borrowing for capital highway projects due to the backlog of currently unfunded projects amounting to roughly 52 miles of highway.

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☐ No

If yes, please list below:

Annualized borrowing spreadsheet.

FISCAL IMPACT:

Impacts per the borrowing spreadsheet provided in the packet.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☐ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 mins

COMPLETED BY: CRH

DEPT: Highway

2/3 VOTE REQUIRED:

☐ Yes

☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

Resolution No. 5-1019

**RESOLUTION DIRECTING SPECIFIC ANNUALIZED SHORT-TERM DEBT SERVICE FOR
HIGHWAY IMPROVEMENTS AS APPROVAL OF AN OVERALL 20-YEAR LONG TERM
CAPITAL HIGHWAY IMPROVEMENT PLAN (2020-2039).**

WHEREAS, the Iowa County Board is challenged with a backlog of needed highway improvements throughout the County; which has been identified as approximately 52 miles of highway at an estimated cost of \$38.0M in 2019 funds; And,

WHEREAS, from the Highway Department Annual reports for 2008-2018 per the ten year average of construction improvement projects by the Department; the County is currently on pace to replace a mile of County Trunk Highway within the county once every 102 years, And,

WHEREAS, the County Board recognizes a new county highway is expected to last 25 to 30 years before major repairs or reconstruction is necessary; and,

WHEREAS, the Public Works Committee has reviewed and discussed various funding alternatives including short and long-term debt service to determine a cost effective and timely approach to decreasing the back log of improvement projects and recommends that;

NOW THEREFORE BEIT RESOLVED, by the Iowa County Board of Supervisors that Iowa County staff shall be directed to include an annual amount of \$1.0M based on a formula of \$50.29 of debt levy service per \$100,000 of evaluation for short-term borrowing for capital highway improvements within the Highway Department's annual budget request; and

THEREFORE BEIT RESOLVED, by the Iowa County Board of Supervisors that the Highway Commissioner and Finance Director shall be directed to annually determine the difference in inflation/deflation of the annualized equalized value for all property within the county to the base value of \$2,058,137,538 and shall increase/decrease the annual borrowing amount so as to capitalize on funds available for improvements whereby retaining the annual short-term debt levy amount for Highway Improvements at \$50.29/\$100,000 of equalized property value for each year of implementation; and,

THEREFORE BEIT RESOLVED, by the Iowa County Board of Supervisors that the Highway Department and staff as herein directed shall continue to plan on this annualized short-term borrowing amounts as depicted above for a period of twenty years ending with adoption of the County's 2039 budget; and,

THEREFORE BEIT RESOLVED, the attached short-term borrowing and payment schedule estimates this borrowing plan is anticipated to provide \$24.3M in principal for Highway Improvements over the 20-year period.

Information for the October 7, 2019 Public Works Committee Meeting

Impact of Debt Payments for Highway Projects on the Tax Levy Rate

2018 Payable in 2019 Tax Levy Rate for Operating and Debt Levy

Projected Additional Annual Debt Levy Payment for Highway Projects (Principal & Interest)

Equalized Value for 2020 Budget

Additional Tax Levy Rate on the Projected Additional Annual Debt Levy for Highway Projects

Additional Tax Levy per \$100,000 of Equalized Valuation

The amount borrowed and the terms of the loan could vary but the above calculation would apply for projected additional debt levy in the amount of \$1,030,000. If the annual payments are more or less the tax levy amount would increase or decrease proportionately.

Scenario:

Equalized Value for 2020 Budget

If the County borrows \$30,000,000 for 20 years at 3.5% for the Law Enforcement Center the annual payments would be:

Projected Debt Levy Rate if the only debt was the Law Enforcement Center:

Projected Debt Levy per \$100,000 of Equalized Valuation

Projected Additional Tax Levy Rate for Highway Debt with an annual Payment of \$1,030,000

Projected Additional Tax Levy per \$100,000 of Equalized Valuation

Summary Amounts:

Projected Total Debt Levy Rate on annual debt payments for LE Center and Hwy

Projected Debt Levy per \$100,000 of Equalized

Iowa County Treasurer's Office
STATEMENT OF TAXES TOTALS ON 2018 TAX ROLLS
COLLECTIBLE IN 2019

TOWNS			TAX ROLL LEVY TOTAL	County Levy	% of County Levy to Total Levy of the District
Arena	12101	002	2,939,434.86	937,708.75	31.90%
Brigham	12102	004	2,795,610.66	740,727.03	26.50%
Clyde	12103	006	1,012,350.34	286,788.56	28.33%
D'Ville	12104	008	4,184,559.31	1,198,246.01	28.63%
Eden	12105	010	795,959.57	219,560.12	27.58%
Highland	12106	012	1,662,821.49	402,039.17	24.18%
Linden	12107	014	1,369,480.42	342,788.77	25.03%
Mifflin	12108	016	924,761.72	234,378.35	25.34%
Min. Pt.	12109	018	1,930,618.19	527,215.56	27.31%
Moscow	12110	020	1,506,075.99	352,497.28	23.41%
Pulaski	12111	022	735,939.94	211,837.83	28.78%
Ridgeway	12112	024	1,520,093.42	395,875.66	26.04%
Waldwick	12113	026	978,498.98	265,949.51	27.18%
Wyoming	12114	028	1,878,644.42	573,643.86	30.53%
VILLAGES					
Arena	12115	101	1,249,897.51	252,267.96	20.18%
Avoca	12116	102	519,032.75	84,424.80	16.27%
Barneveld	12117	106	3,543,085.04	588,649.32	16.61%
Bl'Ville	12118	108	234,228.67	54,534.97	23.28%
Cobb	12119	111	628,639.94	154,091.17	24.51%
Highland	12120	136	1,008,131.39	212,944.32	21.12%
Hollandale	12121	137	344,414.92	82,806.81	24.04%
Linden	12122	146	454,673.66	111,091.68	24.43%
Livingston	12123	147	83,621.24	3,189.20	3.81%
Montfort	12124	151	137,125.46	31,849.41	23.23%
Muscoda	12125	153	183,074.42	12,390.36	6.77%
Rewey	12126	176	210,016.76	49,196.14	23.42%
Ridgeway	12127	177	966,076.09	205,918.24	21.31%
CITIES					
D'Ville	12128	216	10,128,785.13	2,183,632.97	21.56%
Min. Pt.	12129	251	5,392,543.62	1,229,698.19	22.80%
			49,318,195.91	11,945,942.00	24.22%

6-10/9

AGENDA ITEM COVER SHEET

Title: Resolution to Establish Fees for Services from Planning and Zoning Program

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Consider adoption of a resolution to change fees for services for programs from the Planning and Zoning Department as previously discussed for the 2020 budget.

RECOMMENDATIONS (IF ANY):

Recommend to review, discuss, and move to the County Board for consideration.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Draft Resolution

FISCAL IMPACT:

Implemented with 2020 budget request

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☒ Yes

☐ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 Mins

COMPLETED BY: SG & CRH

DEPT: P&Z and HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 09-30-2019

AGENDA ITEM # 7

COMMITTEE ACTION:

Resolution Number: 6-1019

Whereas, the purpose of imposing permit and other fees is to offset the associated administrative costs incurred by the County;

Whereas, as part of the 2020 Budget process, all fees of the Office of Planning and Development were reviewed to determine their adequacy of offsetting said administrative costs;

Whereas, the Iowa County Planning and Zoning Committee took action at its June 27, 2019 meeting to recommend fee adjustments to be incorporated into the proposed 2020 Office of Planning and Development draft budget;

Whereas, the Iowa County Public Works Committee took action at its September 9, 2019 meeting to recommend approval of said draft budget with incorporated fee revisions to the Iowa County Board of Supervisors;

Now Therefore Be It Resolved that the Iowa County Public Works Committee recommends the fee revisions for the Office of Planning and Development shown in Attachment A to take effect January 1, 2020 to be adopted by the Iowa County Board of Supervisors.

Adopted this ____ day of _____, 20__.

John Meyers
Iowa County Chairman

ATTEST:

Gregory T. Klusendorf
Iowa County Clerk

CERTIFICATION OF ADOPTION

This is to certify that the above ordinance was duly adopted by the County Board of Iowa County on the ____ day of _____, 20__.

Gregory T. Klusendorf
Iowa County Clerk
Iowa County, Wisconsin

Attachment A

- a) Institute a \$10 filing fee for a holding tank maintenance report
- b) Institute a \$100 application fee for a Temporary Use Permit application
- c) Revise private onsite wastewater system maintenance report filing fees to:
 - \$30 if filed within first deadline
 - \$40 if filed within second deadline
 - \$100 if filed after a citation has been issued
- d) Revise the permit fee for any structure not defined as a building from \$75 to \$100
- e) Institute permit fees issued under the Iowa County Airport Zoning Ordinance as \$75 if the site is within Iowa County's general zoning jurisdiction and \$150 if the site is outside Iowa County's general zoning jurisdiction

7-1019

AGENDA ITEM COVER SHEET

Title: Resolution Supporting Medicaid Expansion

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

A resolution supporting accepting Federal Medicaid expansion dollars

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☐ Yes

☒ No

If yes, please list below:

FISCAL IMPACT:

See resolution

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☐ Yes

☒ No

How much time is needed?

COMPLETED BY: Tom Slaney/Jeff Lockhart

DEPT: Social Services and Unified Community Service

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 10/04/19

AGENDA ITEM # 6

COMMITTEE ACTION:

Davis motioned to take the resolution supporting Medicaid Expansion to the County Board. Seconded by O'Brien. Aye: 3; Nay: 0

RESOLUTION NO. 7-1019

A RESOLUTION SUPPORTING FEDERAL MEDICAID EXPANSION

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, all people deserve the opportunity to live in a State that creates conditions for everyone to be healthy; and

WHEREAS, public policy should strive toward the elimination of health disparities; and

WHEREAS, it is essential to provide healthcare coverage to the State's most vulnerable populations; and

WHEREAS, accepting Federal Medicaid expansion dollars will provide coverage to more than 82,000 Wisconsin residents living between 100 and 138 percent of the Federal poverty level, of which an estimated 272 are Iowa County residents; and

WHEREAS, an analysis undertaken by the Department of Revenue shows that, in Federal Fiscal Year 2020, Wisconsin residents will pay an estimated \$1.01 billion a year in Federal income taxes to support Medicaid expansion in the 37 states (including the District of Columbia) that have already extended Medicaid coverage, while Wisconsin is not currently reaping the benefits of Medicaid expansion; and

WHEREAS, it is essential to also support State and Federal investment in programs including Birth-to-Three, public health prevention, behavioral health services, crisis intervention, dental services, services to new mothers, long-term care programs, services to disabled children, and other opportunities that build a healthier Wisconsin; and

WHEREAS, accepting Federal Medicaid expansion dollars will generate \$324.5 million in savings to the State and an estimated \$6 million for Iowa County, and;

WHEREAS, the \$324.5 million in generated savings by the State could be invested back into additional needs such as increased funding for rural hospitals, clinics and physicians, lead poisoning reduction, tobacco cessation programs, economic support services, and care coordination for social determinants of health; and

WHEREAS, health and human services departments across Wisconsin believe the State has an exciting opportunity to invest in programs that will have a significant, positive impact on Wisconsin and Iowa County citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Iowa County Board of Supervisors urges the State legislature to accept Federal Medicaid expansion dollars made available by the Affordable Care Act.

BE IT FURTHER RESOLVED, that the Iowa County Clerk is directed to send a copy of this Resolution to Representatives Todd Novak, Sindy Pope, David Considine, Travis Tranel, Senators Howard Marklein, Jon Erpenbach and Governor Tony Evers.

Respectfully Submitted,

IOWA COUNTY HEALTH & HUMAN SERVICES COMMITTEE

AGREEMENT FOR THE USE AND INSTALLATION OF SURVEILLANCE CAMERAS

This Agreement for the Use and Installation of Surveillance Cameras (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between the City of Dodgeville, a Wisconsin municipal corporation (the "City"), and Iowa County, a Wisconsin quasi-municipal corporation (the "County"). City and County are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, a goal of the City is to monitor the intersection of State Trunk Highways 18 and 23 (the "Intersection") for safety purposes; and

WHEREAS, the County recognizes that the location of the Iowa County property at the Northeast Corner of STH 18 and STH 23 in the City provides desirable sightlines for surveillance cameras to monitor the Intersection; and

WHEREAS, the City recognizes that the parcel at the intersection of 18-23 is the property of the County and not state highway right of way; and

WHEREAS, the County recognizes the benefit of live-stream video monitoring of the Intersection due to the high quantity of traffic that utilizes this intersection; and

WHEREAS, monitoring of the Intersection is a City priority; and

WHEREAS, the purpose of a surveillance camera use and installation agreement is to augment police presence, reduce police response time, and deter dangerous activity at the Intersection.

NOW, THEREFORE, the Parties agree as Follows:

1. **Installation of Equipment.** The City shall, at its sole cost, purchase and install, in a mutually acceptable manner, surveillance camera equipment (the "Equipment") at the Iowa County parcel listed above. The proposed placement of the Equipment at the Iowa County parcel is as illustrated in Exhibit "1". The City shall retain qualified personnel or entities to install the Equipment. The City shall ensure that the installation of the Equipment is completed in a safe manner; and in compliance with all applicable laws. At its sole cost the City will ensure the Equipment includes functioning air cards to allow for remote video monitoring. The Equipment shall remain the sole property of the City.

2. **Use of Property/Equipment.** The County hereby grants the City the right to utilize a strip of land 10 feet in width along the right of way line for the Iowa County parcel located in the NW quarter of the NW quarter of Section 27, Town - 6 - North; Range - 3 - East illustrated as the portion of Limited Highway easement on Lot 17 of sheet #4.4 of the Right of way plat for the WisDOT Dodgeville Expressway project 1667-1-21 (F017-(9))

February 10, 1978; for the placement of the Equipment for such purposes as the City deems necessary and appropriate to fulfill the intent of this Agreement.

2.3. Use of Equipment. City's use of the Equipment shall be consistent with uses customarily engaged in by a public entity providing police services. The City shall pay for all costs associated with operating the Equipment, including but not limited to: maintenance, repairs, improvements, and electrical costs. As compensation for the use of the Iowa County parcel for the placement of the Equipment, the City shall pay the County One Dollar (\$1.00) per year; in addition to allowing live stream access video monitoring through the City's equipment as ~~needed~~ desired by the County.

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3.4. Alterations and Improvements. The City shall have the right but is not obligated to make additions, improvements and/or replacements of and to the Equipment, provided the same are made in a workmanlike manner and utilizing good quality materials within the areas defined. Damage caused to the Equipment by the City's actions, shall be repaired by the City at the City's expense. Damage caused to the Equipment by the County's actions, shall be repaired by the City at the County's expense. The City shall promptly notify the County of any assertion that its acts or omissions caused any such damage, and take all reasonable action to mitigate its damages.

5. Removal of Equipment. Upon the expiration of this Agreement, the City shall be responsible, at its sole cost, for the removal of the Equipment and any associated costs, unless modified by agreement of the Parties. The City shall reasonably restore the property to its condition prior to installation of the Equipment.

4.6. No Liens. All work done by the City, shall be performed, at the City's sole cost and expense, in a good, workmanlike and lien-free manner, in compliance with all governmental requirements. The City hereby indemnifies the County and holds the County harmless against any loss, liability or damage resulting from any work done by the City. In the event any lien is recorded against the County's property arising out of the City's work, such lien shall be immediately discharged of record. Nothing in this Agreement shall be construed as a consent on the part of the County to subject the County's property to any lien or liability under any law relating to liens.

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5.7. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall remain in effect for five (5) years, from the date of installation of the Equipment, unless terminated pursuant to the provisions of Section 7.

6.8. Renewal Terms. This Agreement shall automatically renew for ~~an~~ additional periods of five (5) years per renewal term on the same terms and conditions, unless one of the Parties gives written notice of termination to the other Party, ~~no later than at least~~ one-hundred-eighty (180) days prior to termination, the end of the then current Term.

Commented [1]: To be consistent with sec. 7.b. which permits termination upon 180 days, not just at end of term.

~~7.9~~ Termination. This Agreement may be terminated as follows:

- a. By mutual agreement of the Parties.
- b. Any Party may withdraw from this Agreement upon one-hundred-eighty (180) days prior written notice to the other Party.

~~8.10~~ Notice. Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

City of Dodgeville	Iowa County
c/o City Clerk	c/o County Clerk
100 E. Fountain St.	222 N. Iowa St.
Dodgeville, WI 53533	Dodgeville, WI 53533

Such addresses may be changed from time to time by either party by providing notice as set forth above.

~~9.11~~ Indemnification. The City shall indemnify, defend and hold harmless the County and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all actions, proceedings, claims, demands, liabilities, judgments, losses, expenses (including reasonable attorney's fees and expenses) and costs (all of the forgoing, collectively "Liability") arising out of this Agreement, to the extent caused by the City's negligence.

The County shall indemnify, defend and hold harmless the City and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all actions, proceedings, claims, demands, liabilities, judgments, losses, expenses (including reasonable attorney's fees and expenses) and costs (all of the forgoing, collectively "Liability") arising out of this Agreement, to the extent caused by the County's negligence.

12. No Assignment or Pole Attachment. The City shall not assignment, transfer or otherwise convey its rights or interests in this Agreement; nor permit any other entity to attach any equipment to any poles erected herein, nor use the County Iowa County parcel for any purpose other than granted in this Agreement; without the prior written consent of the County, which may be withheld in the County's discretion.

13. Open Records Cooperation. It is mutually acknowledged that both parties to this Agreement are public entities subject to Wisconsin's Open Records Law. Within 10 days of request by the other party, the each party agrees to provide to the other, any and all recordsdocuments in the party's possession or control pertaining to the matters set forth

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in this Agreement unless an exception to the Law would preclude such disclosure; and cooperate with the other in fulfilling the obligations of said Law.

14. No Waiver of Immunity. This Agreement is intended to facilitate the joint exercise of police powers on behalf of the Parties hereto. Nothing in this Agreement is intended to, nor shall be construed as, a waiver of any governmental or other immunity, or any applicable limitation on damages available to any Party, including but not limited to section 893.80 and 893.83 of the Wisconsin Statutes.

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~~10.15.~~ Miscellaneous.

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- a. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of all Parties.
- b. Entire Agreement. This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Parties with respect to the matters set forth herein. This Agreement may be modified only in a writing signed by the appropriate representatives of each Party and with the actual authority of each Party.
- c. Waiver. No failure or delay by any Party in exercising any right, power or privilege in this Agreement shall operate as a waiver thereof.
- d. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.
- e. Neutral Construction. This Agreement is the result of a negotiated agreement by the Parties and prior to the execution of this Agreement each Party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement shall be construed more strictly for or against either Party because that Party's attorney drafted this Agreement or any portion thereof or attachment thereto.
- f. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- g. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- h. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- i. Severability. In the event that one portion of this Agreement, or the application of this Agreement to any extent is deemed invalid or unenforceable by a court of

competent jurisdiction, then (unless in the judgment of the Party adversely effected thereby such provision was a material part of the consideration for their entering into this Agreement that without it they would not have entered into the Agreement) the remainder of this Agreement or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.

By County:

Gregory Klusendorf, County Clerk Date signed

Signature authorized by County Board
And adopted on _____.

By City:

Todd D. Novak, Mayor Date signed

Lisa A. Riley, City Clerk Date signed

Signature authorized by City Council
And adopted on _____.

8-1019

AGENDA ITEM COVER SHEET

Title: Consider the Resolution Adjusting the Classification and Compensation Pa

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

An market analysis was completed by Carlson Dettmann Consulting measuring current market values for similar benchmark positions that was used in the original Classification/Compensation study in 2014. Carlson Dettmann reported back that the County's current 2019 pay plan is approximately 2.5% below the target market estimate when measured against data aged to January 1, 2020.

RECOMMENDATIONS (IF ANY):

Adjust the pay plan structure by 2.5% (Control Point).
Employees within the structure (Step 2 - Step 6; and Maximum) should receive the adjustment to the grid structure on January 1, 2020.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution adjusting the control point of wage structure.

FISCAL IMPACT:

\$225,000 (this is already included in the 2020 Budget numbers)

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Allison Leitzinger

DEPT: Employee Relations

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

RESOLUTION NO. 8-1019

TO THE HONRABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, Iowa County Board of Supervisors adopted a classification and compensation pay plan (resolution no 4-0914) for non-represented employees in September of 2014; and

WHEREAS, Iowa County Board of Supervisors are committed to annually monitoring and updating pay plan structure to maintain current market wages, and

WHEREAS, in 2019 Carlson Dettmann Consulting measured current market values for a similar benchmark group of positions Iowa County used in original Classification/Compensation study in 2014; and

WHEREAS, the County's current 2019 pay plan is approximately 2.5% below the target market estimate when measured against date aged to January 1, 2020.

NOW THEREFORE, BE IT RESOLVED, that the General Government Committee recommends to the Iowa County Board of Supervisors to adjust the classification and compensation pay plan structure (Step 2 – Step 6 and Maximum) by 2.5%, effective January 1, 2020.

BE IT FURTHER RESOLVED, that Iowa County employees' that are currently on Step 2 – Step 6 and Maximum receive the adjustment to the pay structure on January 1, 2020.

Dated this 3rd day of October, 2019

Respectfully submitted by the Iowa County General Government Committee

AGENDA ITEM COVER SHEET

Title: 2020 Dental Insurance

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Current Dental Insurance is with Ameritas and we offer a Low/High Plan with an individual max of \$400/low plan and \$1,200/high plan. Renewal rates came in at 19% increase.

With such a dramatic increase, I looked into received the same/similar coverage with another carrier. Delta Dental came in with much lower rates - 3% increase with similar plan coverage. Major changes include:

- Increase of individual max on low plan from \$400 to \$500.
- Periodontics/Endodontics/Oral Surgery on low plan is currently at 80%, Delta is covered at 50% (due to annual max so low)
- No Bridges, Dentures and Implants on low plan (due to annual max so low)
- Periodontics/Endodontics/Oral Surgery on high plan is currently at 80%, with Delta coverage would be 50%.
- Repairs currently covered at 80% on high plan, with Delta coverage would be 50%.
- Delta Dental includes \$1,000 orthodontic services for children age 19 on high plan.

Currently, Iowa County pays 100% of Single Low Plan and 85% of Family Low Plan. Employees pays the difference in the high plan.

Delta Dental is offering 24 months rate guarantee along with a maximum rate increase of 7% for year 3 and 4.

ETF Optional Dental Plan - additional coverage options available (Separate from Iowa County plan and 100% paid for by employees)

RECOMMENDATIONS (IF ANY):

Recommend to move to the Low/High Dental Insurance with Delta Dental. In addition to the Iowa County plan, making available the ETF plan for employees - they would be responsible for 100% of the premiums of the ETF plan.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Plan Design for current plan
Plan Design for proposed plan
Cost Analysis
D5/D6 - ETF Optional Plans - 100% paid for by employees.

FISCAL IMPACT:

Annual cost increase: \$2,864.52

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Allison Leitzinger

DEPT: Employee Relations

2/3 VOTE REQUIRED: ☐ Yes ☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

Iowa County
Dental Highlight Sheet



Low Plan: Dental Plan Summary

Effective Date: 1/1/2018

Plan Benefit	
Type 1	100%
Type 2	80%
Type 3	50%
Deductible	\$50/Calendar Year Type 2 & 3 Waived Type 1 3 Family Maximum
Maximum (per person)	\$400 per calendar year
Allowance	90th U&C
Waiting Period	None

Sample Procedure Listing (Current Dental Terminology © American Dental Association.)

Type 1	Type 2	Type 3
- Routine Exam (2 per benefit period) - Biteewing X-rays (2 per benefit period) - Full Mouth/Panoramic X-rays (1 in 3 years) - Periapical X-rays - Cleaning (2 per benefit period) - Fluoride for Children 18 and under(1 per benefit period) - Sealants (age 16 and under) - Space Maintainers - Restorative Amalgams - Restorative Composites	- Endodontics (nonsurgical) - Periodontics (nonsurgical) - Denture Repair - Simple Extractions - Complex Extractions - Anesthesia	- Onlays - Crowns (1 in 5 years per tooth) - Crown Repair - Endodontics (surgical) - Periodontics (surgical) - Implants - Prosthodontics (fixed bridge; removable complete/partial dentures) (1 in 5 years)

High Plan: Dental Plan Summary

Effective Date: 1/1/2018

Plan Benefit	
Type 1	100%
Type 2	80%
Type 3	50%
Deductible	\$50/Calendar Year Type 2 & 3 Waived Type 1 3 Family Maximum
Maximum (per person)	\$1,200 per calendar year
Allowance	90th U&C
Waiting Period	None

Sample Procedure Listing (Current Dental Terminology © American Dental Association.)

Type 1	Type 2	Type 3
- Routine Exam (2 per benefit period) - Biteewing X-rays (2 per benefit period) - Full Mouth/Panoramic X-rays (1 in 3 years) - Periapical X-rays - Cleaning (2 per benefit period) - Fluoride for Children 18 and under (1 per benefit period) - Sealants (age 16 and under) - Space Maintainers - Restorative Amalgams - Restorative Composites	- Endodontics (nonsurgical) - Periodontics (nonsurgical) - Denture Repair - Simple Extractions - Complex Extractions - Anesthesia	- Onlays - Crowns (1 in 5 years per tooth) - Crown Repair - Endodontics (surgical) - Periodontics (surgical) - Implants - Prosthodontics (fixed bridge; removable complete/partial dentures) (1 in 5 years)

(current)

DI



**Delta Dental of Wisconsin's Dental Benefits Proposal For
Iowa County High Option**

Plan design number: Q35D03 (please refer to this number for inquiries about this plan design).
Date: 10/03/2019 Proposal valid through: 01/01/2020

Plan Design		PPO Benefit	Non-PPO Benefit
Individual Annual Maximum		\$1,200	\$1,200
Deductible	Individual Family	\$50 \$150	\$50 \$150
Diagnostic and Preventive Services			
Exams		100%	100%
Cleanings		100%	100%
Fluoride treatments		100%	100%
X-rays		100%	100%
Space maintainers		100%	100%
Sealants		100%	100%
Deductible applies		N	N
Basic Restorative Services			
Emergency treatment to relieve pain		80%	80%
Fillings		100%	100%
Endodontics – nonsurgical		50%	50%
Endodontics – surgical		50%	50%
Periodontics – nonsurgical		50%	50%
Periodontics – surgical		50%	50%
Extractions - nonsurgical		80%	80%
Extractions - surgical and other oral surgery		50%	50%
Deductible applies		Y	Y
Major Restorative Services			
Crowns, inlays, onlays		50%	50%
Bridges and dentures		50%	50%
Repairs and adjustments to bridges and dentures		50%	50%
Implants		50%	50%
Deductible applies		Y	Y
Orthodontic Services			
Coverage coinsurance		50%	50%
Individual lifetime maximum		\$1,000	\$1,000
Dependents eligible to age		19	19
Full-time students eligible to age		19	19
Adult ortho		N	N
Deductible applies		N	N
Dependent Eligibility			
Dependents eligible to age		26	26
Full-time students eligible to age		26	26



Delta Dental of Wisconsin's Dental Benefits Proposal For
Iowa County Low Option

Plan design number: Q35D01 (please refer to this number for inquiries about this plan design).
Date: 10/03/2019 Proposal valid through: 01/01/2020

Plan Design		PPO Benefit	Non-PPO Benefit
Individual Annual Maximum		\$500	\$500
Deductible	Individual Family	\$50 \$0	\$50 \$0
Diagnostic and Preventive Services			
Exams		100%	100%
Cleanings		100%	100%
Fluoride treatments		100%	100%
X-rays		100%	100%
Space maintainers		100%	100%
Sealants		100%	100%
Deductible applies		N	N
Basic Restorative Services			
Emergency treatment to relieve pain		80%	80%
Fillings		100%	100%
Endodontics - nonsurgical		50%	50%
Endodontics - surgical		50%	50%
Periodontics - nonsurgical		50%	50%
Periodontics - surgical		50%	50%
Extractions - nonsurgical		80%	80%
Extractions - surgical and other oral surgery		50%	50%
Deductible applies		Y	Y
Major Restorative Services			
Crowns, inlays, onlays		50%	50%
Bridges and dentures		0%	0%
Repairs and adjustments to bridges and dentures		0%	0%
Implants		0%	0%
Deductible applies		Y	Y
Orthodontic Services			
Coverage coinsurance		0%	0%
Individual lifetime maximum		\$0	\$0
Dependents eligible to age			
Full-time students eligible to age			
Adult ortho			
Deductible applies		N	N
Dependent Eligibility			
Dependents eligible to age		26	26
Full-time students eligible to age		26	26

UWKA

D3

Dental Insurance Analysis - 2020

Cost per plan	Low Plan 1		Total Plans		High Plan 1	
	Single	Family	Single	Family	Single	Family
Total Premium	18.53	57.90			37.07	108.89
Employee Share of Premium	-	8.68			18.54	59.67
County Share of Premium	18.53	49.22			18.53	49.22
Total # of Plans	63.00	120.00	183.00			
Proposed 2020 - County's Cost per month	1,167.39	5,906.40	7,073.79			
Current Cost for Dental						
Total Premium	17.96	55.92			36.84	107.96
Employee Share of Premium	-	8.39			18.88	60.43
County Share of Premium	17.96	47.53			17.96	47.53
Total # of Plans	63.00	120.00	183.00			
Current 2019 - County's Cost per month	1,131.48	5,703.60	6,835.08			
Monthly Increase for 2020 on proposed plan changes	35.91	202.80	238.71			
Proposed 2020 Annual Increase	430.92	2,433.60	2,864.52			

What is Covered

	Uniform Dental & Preventive Plan	Select Plan	Select Plus Plan
In-Network providers (No out-of-network coverage)	Delta Dental PPO & Premier providers	Delta Dental PPO	Delta Dental PPO & Premier providers
Annual deductible	None	\$100 / person	\$25 / person
Annual benefit max	\$1,000 / person	\$1,000 / person	\$2,500 / person
Waiting period	None	None	None
Routine evaluations, dental cleanings, sealants, bitewing and panoramic X-rays, fluoride treatments, pulp vitality tests	100%	No coverage	No coverage
Fillings	100%	No coverage	No coverage
Anesthesia (general and IV sedation)	80%	50%	80%
Emergency pain relief	80%	No coverage	No coverage
Periodontal maintenance	100%	No coverage	No coverage
Crowns, bridges, dentures, implants	No coverage	50%	60%
Surgical extraction, root canal (endodontics), periodontics (except maintenance), oral surgery	No coverage	50%	80%
Non-surgical extractions (above gumline)	90%	No coverage	No coverage
Orthodontics coverage	50% (Under age 19)	No coverage	50% (Any age)
Orthodontics lifetime maximum	\$1,500	No coverage	\$1,500

D5

Monthly Cost (Premium)

The Uniform Dental premium is added to your health insurance premium. Preventive Plan, Select Plan and Select Plus Plan are separate deductions.

For Employees

	Uniform Dental	Preventive Plan	Select Plan	Select Plus Plan
Individual	\$30.20*	\$30.20	\$9.28	\$16.82
Individual + Child(ren)	---	---	\$12.52	\$31.12
Individual + Spouse	---	---	\$18.56	\$33.64
Family	\$75.50*	\$75.50	\$22.28	\$51.30

*Added to your health insurance premium and may be partially paid by your employer

For Retirees

	Uniform Dental	Preventive Plan	Select Plan	Select Plus Plan
Retiree	\$30.20	\$30.20	\$15.44	\$27.06
Retiree + Child(ren)	---	---	\$21.19	\$50.06
Retiree + Spouse	---	---	\$31.39	\$54.12
Family	\$75.50*	\$75.50	\$37.67	\$82.54

*Medicare Some or Medicare All recipients pay a family rate of \$60.40

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D6

9-1019

AGENDA ITEM COVER SHEET

Title: Establishing Per Diem Compensation and Mileage for the Iowa County Board

☐ Original

☒ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Per Diem Compensation and Mileage needs to be established and set before December 1, 2019 for the 2020 election of County Board Supervisors.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution for County Board term 2020-2022

FISCAL IMPACT:

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Allison Leitzinger

DEPT: Employee Relations Director

2/3 VOTE REQUIRED:

☐ Yes

☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

RESOLUTION NO. 9-1019

Establishing Per Diem Compensation and Mileage for the Iowa County Board of Supervisors and Per Diem for County Board Chair and Standing Committee Chairs

TO THE HONRABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, Iowa County is a self organized County pursuant to the laws of the State of Wisconsin;

WHEREAS, ss 59.01 (1) of the Wisconsin Statutes vests broad discretion in County Boards of Supervisors in self organized counties to determine how supervisors in such counties will be compensated;

NOW THEREFORE, BE IT RESOLVED BY THE IOWA COUNTY BOARD OF SUPERVISORS, that per diem compensation shall be paid to members of the County Board or committees of the County Board on and after the third Tuesday of April 2020 as follows:

- (1) \$40.00 paid to the Board of Supervisors for attendance of County Board meetings and for all County Board Committee meetings the Supervisors is a member of.
- (2) Mileage shall be paid to members of the Board of Supervisors for attendance of County Board meetings and for all Committee meetings the Supervisor is a member of at the rate the Internal Revenue Service allows and shall be paid for all mileage actually traveled in fulfilling his or her duties as a members of the Iowa County Board or as a member of a committee of the Board of Supervisors.
- (3) Board Supervisors will be paid mileage at the rate the Internal Revenue Service allows for attending committee meetings they are not a member of.
- (4) County Board Chair and Standing Committee Chairs will receive an additional \$10.00 paid for the Committee meeting they Chair.
- (5) County Board Chair will receive a \$500.00 monthly stipend for serving as County Board Chair.

NOW, THEREFORE, BE IT RESOLVED by the Iowa County Board of Supervisors that: The Iowa County Board of Supervisors adopts the recommendation of the Executive Committee and approves the per diem compensation of \$40.00, mileage for the Iowa County Board of Supervisors, an additional per diem compensation of \$10.00 for Iowa County Board Chair and Standing Committee Chairs for Committees they Chair and a \$500.00 monthly stipend for County Board Chair under the rules and restrictions enumerated here.

Dated this 15th day of October, 2019

Respectfully submitted by the Iowa County Executive Committee

10-1019

AGENDA ITEM COVER SHEET

Title: Resolution Awarding the Financing for Purchase of Highway Equipment

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

The County Board approved borrowing of \$1,240,000 at the November 13, 2018 County Board meeting to be utilized by the Highway Department or equipment purchases and salt shed replacement in 2019. Payback of loan plus interest would be included in debt services levy in 2020.

RECOMMENDATIONS (IF ANY):

Staff Recommendation to award with Farmer's Savings Bank -Mineral Point at a term of 6 months.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution Awarding the Financing for the Purchase of Highway Equipment and Replacement of a salt shed

FISCAL IMPACT:

Repayment of \$1,240,000 principal plus interest. The borrowing has been previously authorized County Board at the November 13, 2018 meeting.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☒ Yes

☐ No

STAFF PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 5 minutes

COMPLETED BY: Roxanne Hamilton

DEPT: Finance Department

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 10/9/2019

AGENDA ITEM #

COMMITTEE ACTION:

The Executive Committee approved and sent to the County Board with the recommendation to approve.

RESOLUTION NO. 10-1019

RESOLUTION AWARDING THE FINANCING FOR HIGHWAY CAPITAL PROJECTS

WHEREAS, on November 13, 2018, the County Board of Supervisors of Iowa County, Wisconsin (the "County") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of a financing through the State Trust Fund Loan Program (STFL), promissory notes, or through a financial institution in the amount of \$1,240,000 for Highway Department capital equipment and build a replacement of a salt shed for the Highway Department (the "Project");

WHEREAS, it is necessary and in the best interest of the County to issue financing in the principal amount of \$1,240,000 pursuant to Chapter 67 of the Wisconsin Statutes and as authorized by the Initial Resolution, to finance the costs of the Project;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that: the County of Iowa, Wisconsin, borrow from Farmers Savings Bank the sum of \$1,240,000 for the purpose of financing the purchase of Highway Capital Projects and for no other purpose. The loan is to be payable within six (6) months from the date of loan is made. The loan will be repaid in one installment with interest at the rate of 2.00 percent per annum.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the County of Iowa, Wisconsin, and a direct annual tax for paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the County of Iowa by such loan from Farmers Saving Bank be applied or paid out for any purpose except financing the purchase of Highway Capital Projects without the consent of Farmers Savings Bank.

RESOLVED FURTHER, that when the financing is received from Farmers Savings Bank, that the chairman and clerk of the County of Iowa, Wisconsin, are authorized and empowered, in the name of the county to execute and deliver to Farmers Savings Bank, certificates of indebtedness, in such form as required by Farmers Savings Bank, for any sum of money that may be loaned to the county pursuant to this resolution. The chairman and clerk of the county will perform all necessary actions to fully carry out the provisions of chapter 67, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this county forward this certified record to Farmers Savings Bank.

Adopted, approved and recorded October 15, 2019.

11-1019

AGENDA ITEM COVER SHEET

Title: Resolution-Notice on Intent to Issue Financing

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Resolution for the Notice of Intent to Issue Financing Regarding the Purchase of Capital Equipment and Projects in 2019 - equipment will be purchased in 2019 and debt will be paid back in 2020.

RECOMMENDATIONS (IF ANY):

Recommend to Approve

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution for the Notice on Intent to Issue Financing Regarding the Purchase of Capital Equipment & Projects

FISCAL IMPACT:

Impact to the 2020 Debt Levy to pay back the short-term 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: Roxanne Hamilton

DEPT: Finance Department

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE: 10/9/19

AGENDA ITEM # 11

COMMITTEE ACTION:

Recommend County Board to approve

RESOLUTION NO. 11-1019

Notice on Intent to Issue Financing Regarding the Purchase of Capital Projects

WHEREAS, the County of Iowa, Wisconsin (the “Issuer”) plans to purchase equipment and capital projects for use by various Iowa County Departments; and

WHEREAS, Iowa County adopts a capital improvement plan each year for multiple departments that includes capital equipment and projects; and

WHEREAS, the Issuer expects to finance the Project on a short-term basis 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 \$835,500 to purchase capital equipment and projects in 2019 for a time period of six months; and

NOW, THEREFORE, BE IT RESOLVED the Iowa County Board approves the recommendation of the Iowa County Executive Committee and authorizes the financing of \$835,500 for the purchase of equipment and capital projects for the Capital Projects Fund; 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 \$835,500.

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.

Iowa County
County Administrator's Proposed 2020 Budget
Information for the October 15, 2019 County Board Meeting

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[illegible]

A		B	C	D	E	F	G	H	I	J	K	L	
PB: RRH 10/9/19													
Executive Summary of the:													
2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting													
		Adopted 2019 Budget				Department Requested 2020 Budget				County Administrator Proposed 2020 Budget			
6 Department/ Program		Expenditures	Revenue	Tax Levy	Expenditures	Revenue & Transfers in & Short Term Debt		Tax Levy	Expenditures	Revenue	Tax Levy	Increase/ (Decrease) In \$ Between Adopted 2019 & Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
42 Social Services		2,724,069.00	1,215,411.00	1,508,658.00	2,878,522.00	1,363,326.00		1,515,196.00	2,849,663.00	1,370,248.00	1,479,415.00	(29,243.00)	-1.9%
43 Child Support		205,388.00	199,150.00	6,238.00	234,011.00	204,900.00		29,111.00	226,284.00	204,900.00	21,384.00	15,146.00	242.8%
44 ADRC		797,915.00	502,358.00	295,557.00	794,468.00	504,181.00		290,287.00	813,448.00	504,181.00	309,267.00	13,710.00	4.6%
45 Unified Services Fund		210,292.00	-	210,292.00	253,626.00	-		253,626.00	243,626.00	-	243,626.00	33,334.00	15.9%
46 Sales Tax Fund		1,969,000.00	1,969,000.00	-	2,000,000.00	2,000,000.00		-	2,050,000.00	2,050,000.00	-	-	0.0%
47 Tri County Airport		16,422.00	-	16,422.00	15,452.00	-		15,452.00	10,705.00	-	10,705.00	(5,717.00)	-34.8%
48 Iowa County Airport		174,687.00	98,250.00	76,437.00	173,472.00	97,035.00		76,437.00	173,472.00	97,035.00	76,437.00	-	0.0%
49 Wisconsin River Rail Transit		30,000.00	-	30,000.00	30,000.00	-		30,000.00	30,000.00	-	30,000.00	-	0.0%
50 Capital Projects Fund		2,119,200.00	1,818,500.00	300,700.00	27,819,500.00	27,492,500.00		327,000.00	27,517,500.00	27,432,500.00	85,000.00	(215,700.00)	-71.7%
51 Bloomfield Health Care		5,366,677.00	5,106,304.00	260,373.00	5,068,264.00	4,578,870.00		489,394.00	5,131,299.00	4,768,076.00	363,223.00	102,850.00	39.5%
52 Highway Department		8,557,553.00	5,737,975.00	2,819,578.00	8,051,052.00	5,231,474.00		2,819,578.00	8,214,681.00	5,313,521.00	2,901,160.00	81,582.00	2.9%
53													
54 Totals		32,231,479.00	22,223,684.00	10,007,805.00	58,468,610.00	47,351,269.00		11,117,341.00	57,951,544.00	47,717,806.00	10,233,738.00	225,933.00	2.3%
55													
56 Total Fund 100 Tax Levy				4,483,550.00				5,271,260.00			4,713,521.00	229,971.00	5.1%
57 Total Special Revenue Funds Tax Levy				2,143,604.00				2,210,109.00			2,170,834.00	27,230.00	1.3%
58 Total Capital Projects Tax Levy				300,700.00				327,000.00			85,000.00	(215,700.00)	-71.7%
59 Total Bloomfield Tax Levy				260,373.00				489,394.00			363,223.00	102,850.00	39.5%
60 Total Highway Department Tax Levy				2,819,578.00				2,819,578.00			2,901,160.00	81,582.00	2.9%
61 Total Operating Tax Levy				10,007,805.00				11,117,341.00			10,233,738.00	225,933.00	2.26%
62 Operating Tax Levy Allowed				10,007,805.00				10,233,738.00			10,233,738.00	225,933.00	2.26%
Difference between Proposed & Allowed Operating Tax Levy				-				883,603.00			-	-	
63													
64 Debt Levy		1,937,837.00		1,937,837.00	2,731,805.00			2,731,805.00			2,731,805.00	793,968.00	40.97%
65 Total Debt & Operating Tax Levy		34,169,326	22,223,684	11,945,642	61,200,415	47,351,269		13,849,146	60,683,349	47,717,806	12,965,543	1,019,901.00	8.54%

C	E	F	G	I	J	K	L	M	N
1 Iowa County									
2 Summary by Department									
3 2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4 Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
5 County Board - Personnel Expense	43,279.00	21,657.00	56,681.00	53,979.00	56,681.00	56,681.00	56,671.00	(10.00)	-0.02%
6 County Board - Operating Expense	36,202.00	20,867.00	41,095.00	40,095.00	41,095.00	97,866.00	41,195.00	100.00	0.25%
7 Total County Board	79,481.00	42,524.00	97,776.00	94,074.00	97,776.00	97,866.00	97,866.00	90.00	0.10%
8 Contingency Fund - Health Insurance and Projected Cost of Wage Increase						525,000.00	22,000.00	22,000.00	
9 Total Contingency						525,000.00	22,000.00	22,000.00	
10 Fire Suppression Expense - Operating			2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	-	0.00%
11 Tax Levy	96,074.00	99,776.00	99,776.00	96,074.00	99,776.00	624,866.00	121,866.00	22,090.00	22.99%
12 Restorative Justice Programs									
13 Personnel Expense	23,756.00	19,197.00	26,307.00	23,909.00	26,307.00	35,467.00	36,491.00	10,184.00	
14 Operating Expense	39,695.00	12,052.00	45,782.00	41,209.00	38,811.00	37,206.00	37,206.00	(1,605.00)	
15 Capital Expense									
16 Restorative Justice Total Expenses	63,451.00	31,249.00	72,089.00	65,118.00	65,118.00	72,673.00	73,697.00	8,579.00	
17 Restorative Revenue	63,551.00	8,167.00	65,096.00	65,118.00	65,118.00	65,046.00	65,046.00	(72.00)	
18 Tax Levy						7,627.00	8,651.00		
19 Clerk of Courts									
20 Personnel Expense	315,635.00	208,848.00	417,593.00	314,951.00	417,593.00		410,671.00	(6,922.00)	-2.20%
21 Operating Expense	155,277.00	105,582.00	160,705.00	126,825.00	126,985.00	566,750.00	165,285.00	38,300.00	30.20%
22 Capital Expense									
23 Clerk of Court Total Expenses	470,912.00	314,430.00	578,298.00	441,776.00	544,578.00	566,750.00	575,956.00	31,378.00	7.10%
24 Clerk of Court Revenue	429,103.00	199,213.00	387,419.00	310,375.00	361,625.00	371,173.00	381,173.00	19,548.00	6.30%
25 Tax Levy	131,401.00	182,953.00	182,953.00	131,401.00	182,953.00	195,577.00	194,783.00	11,830.00	9.00%
26 Employee Relations Dept.									
27 Personnel Expense	80,462.00	46,511.00	84,682.00	106,830.00	109,346.00		112,891.00	3,545.00	3.32%
28 Operating Expense	40,530.00	45,913.00	67,600.00	20,170.00	39,630.00	141,714.00	29,899.00	(9,731.00)	-48.24%
29 Capital Expense									0.00%
30 Employee Relations Dept. Total Expenses	120,992.00	92,424.00	152,282.00	127,000.00	148,976.00	141,714.00	142,790.00	(6,186.00)	-4.87%
31 Employee Relations Dept. Revenue	1,364.00	3.00	454.00						
32 Tax Levy	127,000.00	148,976.00	148,976.00	127,000.00	148,976.00	141,714.00	142,790.00	(6,186.00)	-4.87%
33 OWI Intensive Supervision Program									
34 Personnel Expense		19,197.00	27,622.00		27,622.00	35,467.00	36,491.00	8,869.00	0.00%
35 Operating Expense	65,469.00	34,244.00	75,837.00	64,618.00	68,206.00	37,488.00	37,488.00	(30,718.00)	-47.54%
36 Capital Expense									0.00%
37 OWI Intensive Sup. Program Total Exp.	65,469.00	53,441.00	103,459.00	64,618.00	95,828.00	72,955.00	73,979.00	(21,849.00)	-33.81%
38 OWI Intensive Supervision Program Revenue	3,750.00	1,050.00	34,250.00	5,400.00	34,250.00	3,750.00	3,750.00	(30,500.00)	
39 Tax Levy	59,218.00	61,578.00	61,578.00	59,218.00	61,578.00	69,205.00	70,229.00	8,651.00	14.61%
40 Coroner									
41 Personnel Expense	28,664.00	15,726.00	27,460.00	25,460.00	27,460.00	28,460.00	28,460.00	1,000.00	3.93%
42 Operating Expense	18,930.00	3,035.00	14,750.00	14,750.00	14,750.00	14,750.00	14,750.00	-	0.00%
43 Capital Expense									0.00%
44 Coroner Total Expenses	47,594.00	18,761.00	42,210.00	40,210.00	42,210.00	43,210.00	43,210.00	1,000.00	2.49%
45 Coroner Revenue	7,900.00	3,450.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	-	0.00%
46 Tax Levy	36,210.00	38,210.00	38,210.00	36,210.00	38,210.00	39,210.00	39,210.00	1,000.00	2.76%
47 Finance Department									
48 Personnel Expense	145,714.00	86,503.00	168,014.00	159,120.00	168,014.00		216,478.00	48,464.00	30.46%
49 Operating Expense	50,580.00	40,364.00	63,245.00	57,900.00	63,245.00	306,989.00	77,895.00	14,650.00	25.30%
50 Capital Expense									
51 Finance Total Expenses	196,294.00	126,867.00	231,259.00	217,020.00	231,259.00	306,989.00	294,373.00	63,114.00	29.08%
52 Finance Revenue	471.00	287.00	400.00	200.00	200.00	400.00	400.00	200.00	100.00%
53 Tax Levy	216,820.00	231,059.00	231,059.00	216,820.00	231,059.00	306,589.00	293,973.00	62,914.00	29.02%

	C	E	F	G	I	J	K	L	M	N
1	Iowa County									
2	Summary by Department								PB: RRH 10/9/2019	
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
63										
64										
65	Administration Department									
66	Personnel Expense	143,276.00	76,699.00	143,731.00	142,327.00	143,731.00		143,141.00	(590.00)	-0.41%
67	Operating Expense	15,211.00	7,329.00	14,800.00	14,326.00	16,330.00	159,584.00	16,795.00	465.00	3.25%
68	Capital Expense									0.00%
69	Administration Total Expenses	158,487.00	84,028.00	158,531.00	156,653.00	160,061.00	159,584.00	159,936.00	(125.00)	-0.08%
70	Administration Revenue									0.00%
71	Tax Levy	156,653.00	160,061.00	160,061.00	156,653.00	160,061.00	159,584.00	159,936.00	(125.00)	-0.08%
72										
73	Economic Development									
74	Personnel Expense									0.00%
75	Operating Expense	92,852.00	56,146.00			126,410.00	126,410.00	126,410.00	-	0.00%
76	Capital Expense									0.00%
77	Economic Development Total Expenses	92,852.00	56,146.00	126,410.00	120,675.00	126,410.00	126,410.00	126,410.00	-	0.00%
78	Economic Dev Revenue									0.00%
79	Tax Levy				120,675.00	126,410.00	126,410.00	126,410.00	-	0.00%
80										
81	Information Technology Dept.									
82	Personnel Expense	225,294.00	130,202.00	236,029.00	228,556.00	236,029.00		246,876.00	(482,905.00)	-211.29%
83	Operating Expense-IT Dept.	203,247.00	30,733.00	139,957.00	146,507.00	138,957.00	377,817.00	139,900.00	943.00	0.64%
84	Operating Expense-Other Depts. Exp in IT budget	192,872.00	82,528.00	196,500.00	187,975.00	196,500.00	203,100.00	203,100.00	6,600.00	3.51%
85	Capital Expense - IT Dept.									0.00%
86	Capital Expense - Other Depts. Exp in IT Budget				10,000.00					0.00%
87	Information Technology Total Expenses	621,413.00	243,463.00	571,486.00	573,038.00	571,486.00	580,917.00	589,876.00	18,390.00	3.21%
88	Information Technology Revenue									0.00%
89	Tax Levy	573,038.00	571,486.00	571,486.00	573,038.00	571,486.00	580,917.00	589,876.00	18,390.00	3.21%
90										
91	County Treasurer Department									
92	Personnel Expense	181,297.00	104,481.00	199,217.00	196,717.00	199,217.00		203,452.00	4,235.00	2.15%
93	Operating Expense	14,033.00	5,682.00	13,029.00	20,155.00	18,379.00	232,437.00	20,681.00	2,302.00	11.42%
94	Capital Expense									0.00%
95	County Treasurer Total Expenses	195,330.00	110,163.00	212,246.00	216,872.00	217,596.00	232,437.00	224,133.00	6,537.00	3.01%
96	County Treasurer Revenue	942,820.00	475,127.00	523,483.00	475,175.00	524,775.00	484,775.00	522,144.00	(2,631.00)	-0.55%
97	Tax Levy	(258,303.00)	(307,179.00)	(307,179.00)	(258,303.00)	(307,179.00)	(252,338.00)	(298,011.00)	9,168.00	-3.55%
98										
99										
100	State Shared Revenue - Treasurer	353,837.00	51,835.00	345,566.00	355,065.00	345,566.00	360,560.00	360,260.00	14,694.00	4.14%
101	Personal Property Aid		131,352.00	131,352.00		131,353.00	130,984.00	130,984.00	(369.00)	
102	Exempt Computer Aids	136,072.00	139,365.00	139,365.00	136,072.00	138,072.00	138,072.00	139,365.00	1,293.00	0.95%
103	Transfer from Sales Tax Fund	1,819,000.00		1,969,000.00	1,819,000.00	1,969,000.00	2,000,000.00	2,050,000.00	81,000.00	4.45%
104	Tax Levy	(2,310,137.00)	(2,583,991.00)	(2,583,991.00)	(2,310,137.00)	(2,583,991.00)	(2,629,616.00)	(2,680,609.00)	(96,618.00)	-4.18%
105										
106	County Clerk									
107	Personnel Expense	128,017.00	75,541.00	126,355.00	125,460.00	126,355.00		141,066.00	14,711.00	11.73%
108	Operating Expense	77,829.00	10,437.00	13,139.00	79,422.00	28,161.00	217,367.00	78,308.00	50,147.00	63.14%
109	Capital Expense									
110	County Clerk Total Expenses	205,846.00	85,978.00	139,494.00	204,882.00	154,516.00	217,367.00	219,374.00	64,858.00	31.66%
111	County Clerk Revenue	25,687.00	11,221.00	12,681.00	21,157.00	15,066.00	23,165.00	23,165.00	8,099.00	38.28%
112	Tax Levy	183,725.00	139,450.00	139,450.00	183,725.00	139,450.00	194,202.00	196,209.00	56,759.00	30.89%
113										
114	District Attorney									
115	Personnel Expense	229,288.00	131,458.00	240,556.00	235,280.00	240,070.00	242,762.00	249,595.00	9,525.00	4.05%
116	Operating Expense	9,139.00	3,856.00	9,019.00	12,050.00	12,350.00	16,730.00	13,975.00	1,625.00	13.49%
117	Capital Expenses							2,755.00	2,755.00	100.00%
118	DA Total Expenses	238,427.00	135,314.00	249,575.00	247,330.00	252,420.00	259,492.00	266,325.00	13,905.00	5.62%
119	D. A. Revenue	37,807.00	20,400.00	38,200.00	32,000.00	36,000.00	38,400.00	38,400.00	2,400.00	7.50%
120	Tax Levy	215,330.00	215,330.00	216,420.00	215,330.00	216,420.00	221,092.00	227,925.00	11,505.00	5.34%

4

	C	E	F	G	I	J	K	L	M	N
1	Iowa County								PB: RRH 10/9/2019	
2	Summary by Department									
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
121	Corporation Counsel									
122	Personnel Expense	28,794.00	13,239.00	13,240.00	28,686.00	28,686.00	-	72,557.00	(28,686.00)	-100.00%
123	Operating Expense	4,884.00	860.00	22,920.00	20,200.00	20,200.00	71,264.00	72,557.00	52,357.00	259.19%
124	Capital Expenses									100.00%
125	Corp. Counsel Total Expenses	33,678.00	14,099.00	36,160.00	48,886.00	48,886.00	71,264.00	72,557.00	23,671.00	48.42%
126	Corp. Counsel Revenue									
127	Tax Levy	48,886.00	48,886.00	48,886.00	48,886.00	48,886.00	71,264.00	72,557.00	23,671.00	48.42%
128										
129										
130										
131										
132	Register of Deeds									
133	Personnel Expense	166,457.00	103,562.00	182,637.00	176,100.00	182,637.00		188,484.00	5,847.00	3.32%
134	Operating Expense	10,638.00	4,679.00	2,852.00	10,900.00	8,475.00	207,923.00	8,225.00	(250.00)	-2.29%
135	Capital Expense									0.00%
136	Register of Deeds Total Expenses	177,095.00	108,241.00	185,489.00	187,000.00	191,112.00	207,923.00	196,709.00	5,597.00	2.99%
137	Register of Deeds Revenue	221,220.00	124,584.00	180,000.00	170,000.00	170,000.00	180,000.00	180,000.00	10,000.00	5.88%
138	Tax Levy	17,000.00	21,112.00	21,112.00	17,000.00	21,112.00	27,923.00	16,709.00	(4,403.00)	-25.90%
139										
140										
141	GIS Department - Combined with Planning & Development for 2020									
142	Personnel Expense	82,774.00	46,772.00	83,729.00	82,868.00	83,729.00			(83,729.00)	-101.04%
143	Operating Expense	261,310.00	94,241.00	144,489.00	155,600.00	145,140.00			(145,140.00)	-93.28%
144	Capital Expense									0.00%
145	GIS Total Expenses	344,084.00	141,013.00	228,218.00	238,468.00	228,869.00	-	-	(228,869.00)	-95.97%
146	GIS Revenues	177,481.00	107,178.00	145,750.00	156,750.00	145,750.00			(145,750.00)	-92.98%
147	Tax Levy	81,718.00	83,119.00	83,119.00	81,718.00	83,119.00			(83,119.00)	-101.71%
148										
149	Environmental Services/City Owned Property									
150	Personnel Expense	89,093.00	56,778.00	97,338.00	95,352.00	115,214.00	167,465.00	170,898.00	55,684.00	58.40%
151	Operating Expense	273,432.00	174,937.00	318,384.00	273,250.00	294,250.00	309,786.00	309,786.00	15,536.00	5.69%
152	Capital Expense									
153	Environmental Services / City Owned Property Total Expenses	362,525.00	231,715.00	415,722.00	368,602.00	409,464.00	477,251.00	480,684.00	71,220.00	19.32%
154	Crth / City Owned Prop Revenue	20,217.00	4,800.00	10,400.00	11,900.00	11,900.00	9,400.00	9,400.00	(2,500.00)	-21.01%
155	Tax Levy	356,702.00	397,564.00	397,564.00	356,702.00	397,564.00	467,651.00	471,284.00	73,720.00	20.67%
156										
157	County Farm									
158	Personnel Expense									0.00%
159	Operating Expense	4,768.00	3,582.00	6,144.00	5,400.00	5,700.00	5,725.00	5,725.00	25.00	0.46%
160	Capital Expense									0.00%
161	County Farm Total Expenses	4,768.00	3,582.00	6,144.00	5,400.00	5,700.00	5,725.00	5,725.00	25.00	0.46%
162	County Farm Revenue	115,769.00	12,533.00	111,032.00	110,144.00	110,144.00	110,144.00	110,144.00	-	0.00%
163	Tax Levy	(104,744.00)	(104,444.00)	(104,444.00)	(104,444.00)	(104,444.00)	(104,419.00)	(104,419.00)	25.00	0.02%
164										
165	County Insurance-Liability & Property									
166	Personnel Expense	266,953.00	218,076.00	218,076.00	214,254.00	268,076.00	270,997.00	270,997.00	2,921.00	0.00%
167	Operating Expense									1.36%
168	Capital Expense									0.00%
169	Insurance Total Expenses-liability & workers comp	266,953.00	218,076.00	218,076.00	214,254.00	268,076.00	270,997.00	270,997.00	2,921.00	1.36%
170	Insurance Revenue-reimb from depts & refunds/dividends	285,960.00	192,638.00	192,639.00	171,540.00	205,087.00	219,186.00	219,186.00	14,099.00	8.22%
171	Tax Levy	42,714.00	62,989.00	62,989.00	42,714.00	62,989.00	51,811.00	51,811.00	(11,178.00)	-26.17%
172										
173										

	C	E	F	G	I	J	K	L	M	N
1	Iowa County									
2	Summary by Department									
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
174	Sheriff's Department									
175	Personnel Expense	3,134,895.00	1,741,282.00	3,246,300.00	3,201,500.00	3,246,300.00		3,371,865.00	125,565.00	3.92%
176	Operating Expense	698,722.00	2,289,584.00	747,358.00	663,050.00	784,566.00	4,075,194.00	732,116.00	(52,450.00)	-7.91%
177	Capital Expense									0.00%
178	Sheriff's Dept. Total Expenses	3,833,617.00	4,030,866.00	3,993,658.00	3,864,550.00	4,030,866.00	4,075,194.00	4,103,981.00	73,115.00	1.89%
179	Sheriff's Dept. Revenue	233,379.00	73,119.00	133,784.00	144,670.00	140,330.00	153,520.00	153,520.00	13,190.00	9.12%
180	Tax Levy	3,719,880.00	3,890,536.00	3,890,536.00	3,719,880.00	3,890,536.00	3,921,674.00	3,950,461.00	59,925.00	1.61%
181										
182	Health Department									
183	Personnel Expense	325,600.00	189,935.00	344,895.00	325,480.00	335,167.00		370,187.00	35,020.00	10.76%
184	Operating Expense	51,901.00	287,362.00	319,220.00	16,933.00	221,181.00	656,873.00	296,220.00	75,039.00	44.31%
185	Capital Expense									0.00%
186	Health Dept. Total Expenses	377,501.00	477,297.00	664,115.00	342,413.00	556,348.00	656,873.00	666,407.00	110,059.00	32.14%
187	Health Dept. Revenue	120,011.00	239,375.00	418,416.00	81,145.00	276,216.00	406,680.00	406,680.00	130,464.00	160.78%
188	Tax Levy	261,268.00	280,132.00	280,132.00	261,268.00	280,132.00	250,193.00	259,727.00	(20,405.00)	-7.81%
189										
190	Veterans Service Department									
191	Personnel Expense	79,371.00	44,926.00	80,658.00	79,655.00	80,718.00	71,548.00	73,495.00	(7,223.00)	-9.07%
192	Operating Expense	19,411.00	13,059.00	22,400.00	21,335.00	23,585.00	25,748.00	25,688.00	2,103.00	9.86%
193	Capital Expense									
194	Veterans Service Total Expenses	98,782.00	57,985.00	103,058.00	100,990.00	104,303.00	97,296.00	99,183.00	(5,120.00)	-5.07%
195	Veterans Service Revenue	11,295.00	10,769.00	10,900.00	10,500.00	10,700.00	10,900.00	10,900.00	200.00	0.00%
196	Tax Levy	90,490.00	93,603.00	93,603.00	90,490.00	93,603.00	86,396.00	88,283.00	(5,320.00)	-5.88%
197										
198	Cultural									
199	Fair Expense	26,932.00	20,344.00	47,276.00	26,932.00	26,932.00	26,932.00	26,932.00	-	0.00%
200	Historical Society Expense	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	-	0.00%
201	Tax Levy	32,932.00	32,932.00	32,932.00	32,932.00	32,932.00	32,932.00	32,932.00	-	0.00%
202										
203	Snowmobile/ATV Expense	38,794.00	35,613.00	36,614.00	27,850.00	33,420.00	33,420.00	33,420.00	-	0.00%
204	Snowmobile/ATV Revenue	38,794.00	31,907.00	36,614.00	27,850.00	33,420.00	33,420.00	33,420.00	-	0.00%
205	Tax Levy									
206										
207	Planning & Development & GIS									
208	Personnel Expense	188,552.00	106,628.00	190,114.00	186,875.00	190,114.00		282,954.00	92,840.00	49.68%
209	Operating Expense-moved Economic Initiatives to a separate dept.	33,589.00	7,021.00	11,390.00	12,885.00	11,390.00	431,930.00	156,590.00	145,200.00	1126.89%
210	Capital Expense									
211	Planning & Development Total Expenses	222,141.00	113,649.00	201,504.00	199,760.00	201,504.00	431,930.00	439,544.00	238,040.00	119.16%
212	Planning & Development Revenue	223,092.00	106,423.00	171,750.00	186,500.00	172,000.00	330,250.00	330,250.00	158,250.00	84.85%
213	Tax Levy	13,260.00	29,504.00	29,504.00	13,260.00	29,504.00	101,680.00	109,294.00	79,790.00	601.73%
214										
215	Emergency Management									
216	Personnel Expense	120,885.00	73,440.00	131,075.00	118,257.00	131,040.00		135,336.00	4,296.00	3.63%
217	Operating Expense	46,777.00	21,225.00	50,865.00	40,145.00	50,895.00	183,467.00	50,950.00	55.00	0.14%
218	Capital Expense									
219	Emergency Mgmt. Total Expenses	167,462.00	94,665.00	181,940.00	158,402.00	181,935.00	183,467.00	186,286.00	4,351.00	2.75%
220	Emergency Management Revenue	55,794.00	127,244.00	52,134.00	51,147.00	54,691.00	51,000.00	51,000.00	(3,691.00)	-7.22%
221	Tax Levy	107,255.00	127,244.00	127,244.00	107,255.00	127,244.00	132,467.00	135,286.00	8,042.00	7.50%
222										
223										
224										
225										
226										
227										
228										

	C	E	F	G	I	J	K	L	M	N
1	Iowa County									
2	Summary by Department									
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
229	U.W. Extension Department									
230	Personnel Expense	65,549.00	37,579.00	67,003.00	66,506.00	67,003.00	281,717.00	70,273.00	3,270.00	4.92%
231	Operating Expense	163,997.00	76,510.00	206,465.00	189,715.00	206,465.00	281,717.00	204,374.00	(2,091.00)	-1.10%
232	Capital Expense									0.00%
233	U.W. Extension Total Expenses	229,546.00	114,089.00	273,468.00	256,221.00	273,468.00	281,717.00	274,647.00	1,179.00	0.46%
234	U.W. Extension Revenue	31,442.00	1,302.00	7,700.00	6,900.00	7,700.00	7,700.00	7,700.00	-	0.00%
235	Tax Levy	249,321.00	265,768.00	265,768.00	249,321.00	265,768.00	274,017.00	266,947.00	1,179.00	0.47%
236										
237	Land Conservation Department									
238	Personnel Expense	220,451.00	149,699.00	270,459.00	266,313.00	270,459.00		289,695.00	18,765.00	7.05%
239	Operating Expense	195,298.00	49,474.00	166,518.00	170,234.00	179,239.00	461,890.00	169,174.00	(10,065.00)	-5.91%
240	Capital Expense									
241	Land Conservation Total Expenses	415,749.00	199,173.00	436,977.00	436,547.00	450,169.00	461,890.00	458,869.00	8,700.00	1.99%
242	Land Conservation Revenue	271,478.00	3,631.00	290,930.00	267,174.00	280,773.00	289,458.00	289,458.00	8,685.00	3.25%
243	Tax Levy	169,373.00	169,396.00	169,396.00	169,373.00	169,396.00	172,432.00	169,411.00	15.00	0.01%
244										
245	Transfer of General Fund Balance to Other Funds									
246	Transfer to Capital Projects Fund	862,200.00		333,000.00	862,200.00	333,000.00	457,000.00	457,000.00	124,000.00	
247	Total - Transfers of General Fund Balance to Other Funds	862,200.00		333,000.00	862,200.00	333,000.00	457,000.00	457,000.00	124,000.00	
248	General Fund Balance Applied to Budget									
249	Plus Sales Tax Fund Bal Applied	862,200.00		333,000.00	862,200.00	333,000.00	457,000.00	457,000.00	124,000.00	
250	Tax Levy - Net Transfers									
251	Total Fund 100 Tax Levy	4,433,759.00	4,483,550.00	4,483,550.00	4,433,759.00	4,483,550.00	5,271,260.00	4,713,521.00	229,971.00	5.19%
252										
253	Social Services Department									
254	Personnel Expense	1,717,332.00	955,871.00	1,707,234.00	1,762,086.00	1,727,606.00		1,853,862.00	126,256.00	7.17%
255	Operating Expense	1,383,517.00	553,714.00	1,054,985.00	1,079,749.00	996,463.00	2,878,522.00	995,801.00	(662.00)	-0.06%
256	Capital Expense									0.00%
257	Social Services Total Expenses	3,100,849.00	1,509,585.00	2,762,219.00	2,841,835.00	2,724,069.00	2,878,522.00	2,849,663.00	125,594.00	4.42%
258	Social Services Revenue	1,392,973.00	1,014,654.00	1,187,640.00	1,259,270.00	1,215,411.00	1,363,326.00	1,370,248.00	154,837.00	12.30%
259	Tax Levy	1,582,565.00	1,508,658.00	1,508,658.00	1,582,565.00	1,508,658.00	1,515,196.00	1,479,415.00	(29,243.00)	-1.85%
260										
261	Child Support Department									
262	Personnel Expense	148,702.00	92,838.00	182,666.00	149,300.00	189,071.00		182,230.00	(6,841.00)	-4.58%
263	Operating Expense	44,478.00	8,405.00	28,116.00	18,337.00	16,317.00	234,011.00	44,054.00	27,737.00	151.26%
264	Capital Expense									0.00%
265	Child Support Total Expenses	193,180.00	101,243.00	210,782.00	167,637.00	205,388.00	234,011.00	226,284.00	20,896.00	12.47%
266	Child Support Revenue	189,966.00	88,397.00	187,850.00	167,637.00	199,150.00	204,900.00	204,900.00	5,750.00	3.43%
267	Tax Levy		6,238.00	6,238.00		6,238.00	29,111.00	21,384.00	15,146.00	
268										
269	Aging and Disability Resource Center									
270	Personnel Expense	581,029.00	318,195.00	584,746.00	576,955.00	615,549.00		645,916.00	30,367.00	5.26%
271	Operating Expense	370,635.00	182,466.00	195,664.00	159,320.00	182,366.00	794,468.00	167,532.00	(14,834.00)	-9.31%
272	Capital Expense									0.00%
273	Aging & Dis. Resource Center Total Exp.	951,664.00	500,661.00	780,410.00	736,275.00	797,915.00	794,468.00	813,448.00	15,533.00	2.11%
274	Revenue	665,149.00	381,881.00	526,755.00	479,681.00	502,358.00	504,181.00	504,181.00	1,823.00	0.38%
275	Tax Levy	256,594.00	295,557.00	295,557.00	256,594.00	295,557.00	290,287.00	309,267.00	13,710.00	5.34%
276										
277	Unified Community Services Expense	210,292.00	157,719.00	210,292.00	210,292.00	210,292.00	253,626.00	243,626.00	33,334.00	0.16
278	Unified Community Services Revenue									
279	Tax Levy	210,292.00	210,292.00	210,292.00	210,292.00	210,292.00	253,626.00	243,626.00	33,334.00	15.85%
280										
281										
282										

	C	E	F	G	I	J	K	L	M	N
1	Iowa County								PB: RRH 10/9/2019	
2	Summary by Department									
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
283	Sales Tax Fund Expenditures	1,819,000.00		1,969,000.00	1,819,000.00	1,969,000.00	2,000,000.00	2,050,000.00	81,000.00	4.45%
284	Sales Tax Fund Revenue	1,884,497.00	697,254.00	1,969,000.00	1,819,000.00	1,969,000.00	2,000,000.00	2,050,000.00	81,000.00	4.45%
286	Tax Levy									0.00%
287										
288	Tri County Airport Total Exp - Operating	16,422.00	16,422.00	16,422.00	16,422.00	16,422.00	15,452.00	10,705.00	(5,717.00)	-34.81%
289	Tri County Airport Revenue									0.00%
290	Tax Levy	16,442.00	16,442.00	16,442.00	16,422.00	16,422.00	15,452.00	10,705.00	(5,717.00)	-34.81%
291										
292	Iowa County Airport									
293	Personnel Expense	7,737.00	241.00	241.00	3,690.00					0.00%
294	Operating Expense	170,549.00	108,065.00	157,161.00	167,616.00	174,687.00	173,472.00	173,472.00	(1,215.00)	-0.72%
295	Capital Expense									0.00%
296	Iowa County Airport Total Expenses	178,286.00	108,306.00	157,402.00	171,306.00	174,687.00	173,472.00	173,472.00	(1,215.00)	-0.71%
297	Iowa County Airport Revenue	126,648.00	72,984.00	99,205.00	94,270.00	98,250.00	97,035.00	97,035.00	(1,215.00)	-1.29%
298	Tax Levy	77,036.00	76,437.00	76,437.00	77,036.00	76,437.00	76,437.00	76,437.00		0.00%
299										
300	Wisconsin River Rail Transit									
301	Operating Expense									0.00%
302	Capital Expense	28,000.00	30,000.00	30,000.00	28,000.00	30,000.00	30,000.00	30,000.00		0.00%
303	Wisconsin River Rail Transit - Total									
304	Expenditures	28,000.00	30,000.00	30,000.00	28,000.00	30,000.00	30,000.00	30,000.00		0.00%
305	Wisconsin River Rail Transit - Revenue									0.00%
306	Tax Levy	28,000.00	30,000.00	30,000.00	28,000.00	30,000.00	30,000.00	30,000.00		0.00%
307										
308	Capital Projects Fund									
309	Sale of Property Expense & Court Security									
310	Project									
311	Clerk of Court Capital									
312	Capital Exp - General	14,967.00	17,630.00	65,000.00	32,000.00	65,000.00	38,000.00	38,000.00	(27,000.00)	-84.38%
313	Land Conservation - Capital	7,188.00	149,200.00	165,000.00	360,000.00	165,000.00	20,000.00	20,000.00	(145,000.00)	-40.26%
314	Information Tech-Capital Outlay	171,063.00	59,164.00	428,050.00	351,000.00	256,000.00	386,000.00	106,000.00	(150,000.00)	-42.74%
315	Environmental Services - Capital			35,000.00	10,000.00	35,000.00	50,000.00	20,000.00	(15,000.00)	
316	Planning & Development-Capital			50,000.00	6,000.00	50,000.00	6,500.00	6,500.00	(43,500.00)	-725.00%
317	Emergency Management - Capital	6,000.00	38,551.00	947,500.00	958,000.00	947,500.00	297,000.00	327,000.00	(620,500.00)	-64.77%
318	Capital Exp - Sheriff's Dept/Law Enforcement	948,141.00	110,174.00	750,000.00	25,000.00	500,000.00	27,000,000.00	27,000,000.00	26,500,000.00	
319	Land Purchase	6,105.00	660,937.00	50,700.00	47,000.00	50,700.00	22,000.00		(50,700.00)	-107.87%
320	Capital Exp - Iowa County Airport	6,813.00	1,180.00	50,000.00	25,000.00	50,000.00			(50,000.00)	
321	Capital Exp-Nursing Care Planning									
322	Capital Projects Fund Balance Transferred to									
323	Highway Department									
324	Capital Projects Fund Total Expenditures	1,160,277.00	1,043,590.00	2,541,250.00	1,814,000.00	2,119,200.00	27,819,500.00	27,517,500.00	25,398,300.00	1400.13%
325	Long Term Debt - LE Center			835,500.00		835,500.00	27,000,000.00	27,000,000.00	27,000,000.00	
326	Short Term Borrowing			650,000.00		650,000.00	402,500.00	402,500.00	(835,500.00)	
327	Capital Projects - Fund Balance Applied	450,000.00		650,000.00	450,000.00	650,000.00	402,500.00	402,500.00	(247,500.00)	
328	Transfer from General Fund	862,200.00		333,000.00	862,200.00	333,000.00	90,000.00	30,000.00	(333,000.00)	
329	Capital Projects Fund Revenue	2,098,972.00	23,000.00	56,606.00	260,000.00	300,700.00	327,000.00	85,000.00	30,000.00	
330	Tax Levy	241,800.00	300,700.00	300,700.00	241,800.00	300,700.00	327,000.00	85,000.00	(215,700.00)	-89.21%
331										
332										

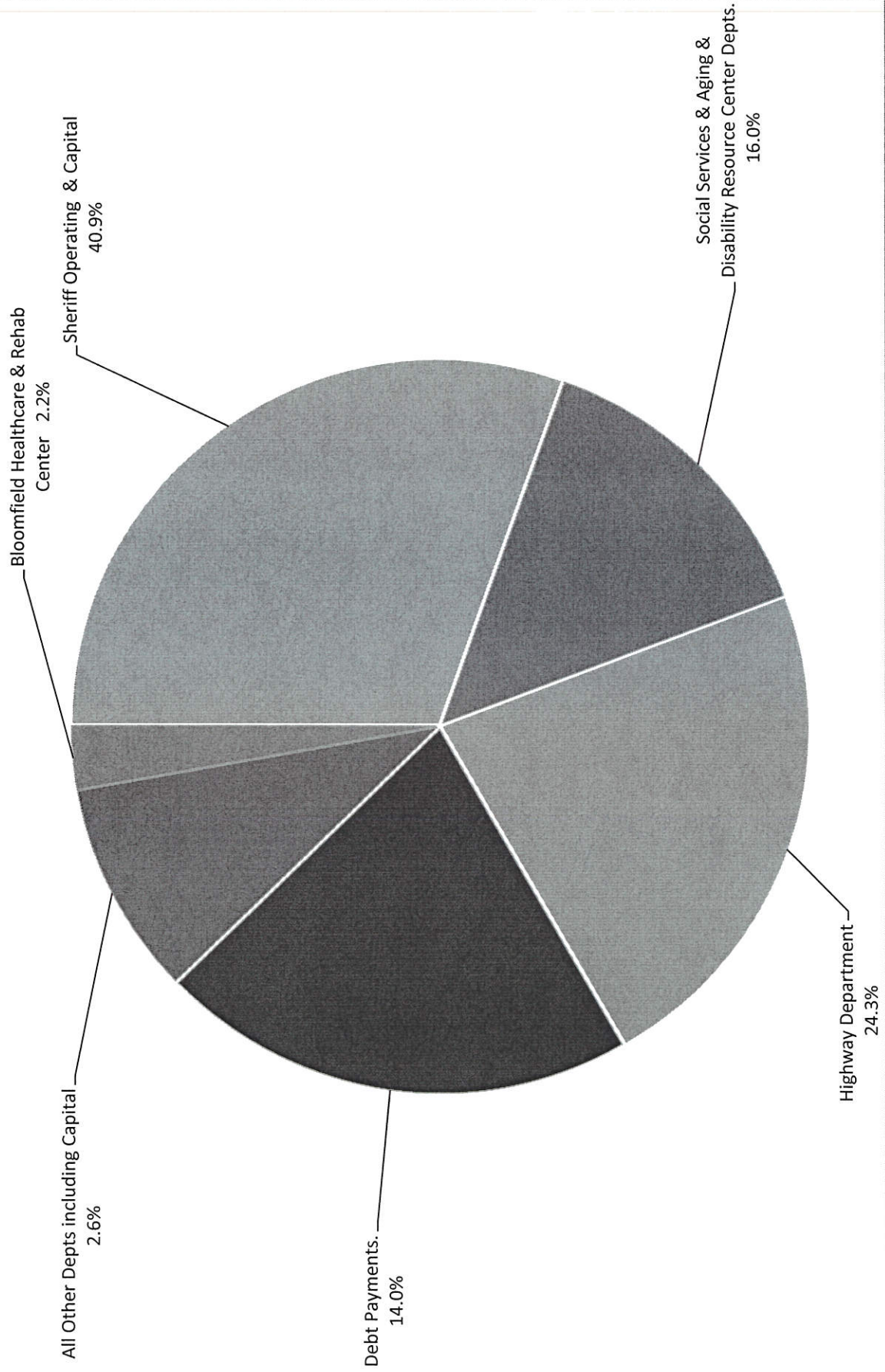
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	C	E	F	G	I	J	K	L	M	N
1	Iowa County								PB: RRH 10/9/2019	
2	Summary by Department									
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
333	Bloomfield Health Care & Rehab									
334	Personnel Expense	3,797,890.00	2,090,729.00	3,656,383.00	4,123,866.00	4,143,006.00	4,010,484.00	4,074,403.00	(68,603.00)	-1.66%
335	Operating Expense	1,570,801.00	665,431.00	1,043,625.00	1,192,550.00	1,143,671.00	1,057,780.00	1,056,896.00	(86,775.00)	-7.28%
336	Capital Expense			80,000.00		80,000.00			(80,000.00)	-99.38%
337	Land Purchase				700,000.00					
338	Bloomfield Health Care and Rehab Total	5,368,691.00	2,756,160.00	4,780,008.00	6,096,916.00	5,366,677.00	5,068,264.00	5,131,299.00	(235,378.00)	-3.86%
339	Surplus Applied from Bloomfield Reserves									
340	Loan Proceeds for Land Purchase				700,000.00					
341	Bloomfield Health Care and Rehab Revenue	5,178,013.00	2,550,227.00	4,440,846.00	5,142,552.00	5,106,304.00	4,578,870.00	4,768,076.00	(338,228.00)	-6.58%
342	Tax Levy	254,364.00	260,373.00	260,373.00	254,364.00	260,373.00	489,394.00	363,223.00	102,850.00	40.43%
343										
344	Highway Department									
345	Personnel Expense	3,048,270.00	1,809,370.00	3,166,159.00	3,177,777.00	3,166,159.00	3,146,299.00	3,227,880.00	61,721.00	1.94%
346	Operating Expense	3,445,016.22	2,111,245.78	2,305,064.00	3,925,160.00	2,305,064.00	1,733,075.00	1,815,123.00	(489,941.00)	-12.48%
347	Capital Expense	716,114.00	1,000,000.00	3,086,330.00	716,114.00	3,086,330.00	3,171,678.00	3,171,678.00	85,348.00	11.92%
348	Highway Department Total Expenses	7,209,400.22	4,920,615.78	8,557,553.00	7,819,051.00	8,557,553.00	8,051,052.00	8,214,681.00	(342,872.00)	-4.4%
349	Debt Issue Proceeds for Highway Equipment & Capital Projects	1,289,000.00		1,240,000.00	600,000.00	1,240,000.00	328,745.00	328,745.00	(911,255.00)	
350	Transfer from General Fund						457,000.00	457,000.00		
351	Transfer from Capital Projects Fund									
352	Surplus Applied from Highway Fund Balance									
353	Highway Department Revenue	4,863,815.00	2,529,415.00	4,497,975.00	4,420,798.00	4,497,975.00	4,445,729.00	4,527,776.00	29,801.00	0.7%
354	Tax Levy	2,798,253.00	2,819,578.00	2,819,578.00	2,798,253.00	2,819,578.00	2,819,578.00	2,901,160.00	81,582.00	2.92%
355	Total Operating Tax Levy Proposed by Departments									
356	Allowable Operating Tax Levy Allowable									
357	Difference between Proposed & Allowed									
358	Operating Tax Levy				9,899,085.00	10,007,805.00	11,117,341.00	10,233,738.00	225,933.00	2.282%
359	Operating Tax Levy Rate				9,899,085.00	10,007,805.00	10,233,738.00	10,233,738.00	225,933.00	2.282%
360					0.005091106	0.004959805	883,603.00	-	(0.000112900)	-2.22%
361	Debt Payments (Principal & Interest)									
362	Health & Human Services Bldg. Debt Pmts	699,537.00	19,668.00	634,335.00	699,541.00	634,335.00	635,295.00	635,295.00	960.00	0.14%
363	2019 Capital Debt						843,972.00	843,972.00		
364	Highway - Note Payable - Equipment	913,004.00	1,303,663.00	1,303,663.00	912,949.00	1,303,502.00	1,252,538.00	1,252,538.00	(50,964.00)	
365										
366	Total Amount of Tax Levy for Debt Payments	1,612,490.00	1,937,837.00	1,937,837.00	1,612,490.00	1,937,837.00	2,731,805.00	2,731,805.00	793,968.00	49.24%
367	Maximum Amount of Tax Levy Limit for Debt				1,612,490.00	1,937,837.00	2,740,968.00	2,740,968.00	803,131.00	
368	Debt Tax Levy Mill Rate				0.000829305	0.000960380	0.001293838	0.001293838	0.000333458	
369	Total Debt & Operating Levy Mill Rates				0.005920411	0.005920185	0.006559235	0.006140743	0.000220558	
370	Prior Year Total Operating & Debt Mill Rate				0.005919380	0.005920411	0.005920185	0.005920185		
371	Difference: Total Increase (Decrease) in Mill Rate from Prior Year to Current Year				0.000001031	(0.000000226)	0.000639050	0.000220558		
372	% of Increase (Decrease) in the Mill Rate from Prior Year to Current Year				0.02%	-0.004%	10.79%	3.73%		
373										
374										
375										

	C	E	F	G	I	J	K	L	M	N
1	Iowa County									
2	Summary by Department								PB: RRH 10/9/2019	
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting									
4	Department Name	Actual for 12/31/18	Actual as of 7/31/19	Projected Actual for 12/31/19	Adopted 2018 Budget	Adopted 2019 Budget	Dept. Request 2020 Budget	County Administrator Recommended 2020 Budget	Increase/ (Decrease) in \$ Between Adopted - 2019 & CA Proposed 2020 Budgets	% of Increase/ (Decrease) between 2019 & 2020 Budgets
376	Other Taxes:									
377	Library Aids				325,307.00	333,648.00	360,302.00	360,302.00	26,654.00	8.19%
378	50-50 Bridge Aids	65,900.78	85,650.22	85,650.22	65,900.78	85,650.22	81,200.00	81,200.00	(4,450.22)	-6.75%
379										
380	Summary Section									
381										
382	Tax Levy Amount Summary									
383	Operating Levy				9,899,085.00	10,007,805.00	11,117,341.00	10,233,738.00	225,933.00	2.28%
384	Debt Levy Amount				1,612,490.00	1,937,837.00	2,731,805.00	2,731,805.00	793,968.00	49.24%
385	Total Tax Levy				11,511,575.00	11,945,642.00	13,849,146.00	12,965,543.00	1,019,901.00	8.86%
386	Summary:									
387	Total Personnel Expenses		8,753,865.00	15,745,884.00	16,005,169.00	16,322,668.00	8,262,952.00	16,841,761.00	519,093	
388	Total Operating Expenses		7,563,942.78	10,267,248.00	11,371,606.00	10,211,405.00	18,727,480.00	9,930,850.00	(280,555)	
389	Total Capital Expenses & Transfers		1,140,174.00	4,822,580.00	4,210,814.00	5,648,530.00	31,478,178.00	31,178,933.00	25,530,403	
390	Total Operating Expenses		17,457,981.78	30,835,712.00	31,587,589.00	32,182,603.00	58,468,610.00	57,951,544.00	25,768,941	
391	Total Revenue including Fund Balance									
392	Applied and Funds Borrowed		9,176,189.00	20,470,840.00	21,737,390.00	22,223,684.00	47,351,269.00	47,717,806.00	25,494,122	
393	Operating Tax Levy		9,899,085.00	9,899,085.00	9,850,199.00	9,958,919.00	11,117,341.00	10,233,738.00	274,819	
394	Debt Tax Levy		1,612,490.00	1,612,490.00	1,612,490.00	1,937,837.00	2,731,805.00	2,731,805.00	793,968	
395	Total Tax Levy		11,511,575.00	11,511,575.00	11,462,689.00	11,896,756.00	13,849,146.00	12,965,543.00	1,068,787	
396										
397	Total Expenditures - all Categories				33,200,079.00	34,120,440.00	61,200,415.00	60,683,349.00	26,562,909	

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Iowa County 2020 Proposed Tax Levy



	A	B	C	D
1	Iowa County			
2	County Administrator Recommend Carryovers Request			
3	2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting			
4				
5	Department	Carryover Account/Description	Source of Carryover	
6				
7	Restricted Carryovers			
8	County Clerk	Election Grant - must be used for specific election related items	Grant	
9				
10	Register of Deeds - Redaction Fees	Acct #100.30.46105.00000.000 - Redaction Fees - Money is used for Redaction software that blocks out Social Security numbers on document.	Redactions - Privacy Fees	
11				
12	Planning & Development - GIS / Land Records	Acct #100.75.46110.00000.000 - Retained Fee - Per Co. Land Records Modernization Plan and 59.72(5)(b)3 Stats.	WLIP Retained Fees	
13		Acct #100.75.46111.00000.000 - Retained Fee - Per Co. Land Records Modernization Plan and 59.72(5)(b)3 Stats.	WLIP Retained Fees	
14		Acct #100.75.43510.00000.000-WLIP Grant - Per Grant agreement and Ch. 16.967 Stats	WLIP Grant	
15		Acct #100.75.43515.00000.000 - Grant - Per Grant agreement and Ch. 16.967 Stats	WLIP Grant	
16				
17	Sheriff's Department	Acct #400.32.57210.00000.804 - Jail Assess.	2018Leftover Jail Assessment Funds	
18				
19	Sheriff's Department	Acct # 100.40.48511.00000.000 - K-9 donations not spent in 2019	2018 leftover Donation Funds	
20				
21	Sheriff's Department	Acct # 100.40.48594.00000.000 - Project Life Saver Funds not spent in 2019		
22				
23	Health Department	Acct #100.50.43564.00000.000 - To maintain environmental Health/Public Health Preparedness Consortium with surrounding counties - use \$5,000 per year for 2017-2020	Grant - Bioterrorism (PHEP)	
24				
25	Veteran's Service Office	Acct #100.64.54700.00000.391 - Utilized at the discretion of the CVSO or as directed by the donor.	Donations	
26				
27	Library Aids	Library Aids - not spent by year-end	Library Aid - taxes levied for Library use only	
28				
29	UW Extension	UW Extension Programs	Grant Funds and Fees	
30		Acct #100.82.43611.00000.000 - Reimbursement from State UWEX	State Funds - should be concluding in 2019	
31				
32		Extension Conferences-100.82.46771.00000.000, Pesticide Training-100.82.46772.00000.000, Colors Testing-100.82.46774.00000.000 Extension Conferences Revenue - Pass thru account for Programs that Iowa County UWEX designs.	Use this account for seed money for future programs	
33				
34	Land Conservation Dept.	Acct #100.84.56130.00000.733 - Use for youth education. - plan on using \$500 per year for Youth Conservation Field Day until the funds are all spent.	Designated Donation	
35				
36	Land Conservation Dept.	Acct #100.84.44435.00000.000 - Multi-Discharge Variance Payments from Municipalities for phosphorus reduction projects - 65% must fund on-farm practice and 35% can cover staff time; have 2 years to use the funding	MDV Phosphorus Payments	
37				
38	Dept. of Social Services	Acct #210.60.48500.00000.000 - Can only be used for designated purpose of the donation	Donations	
39		Acct #210.60.45110.00000.000 - Can only be paid out to the claimant as per the Court Order	Restitution	
40				
41	ADRC	Acct #220.85.48110.82070.000 - Can only be used for designated purpose of the donation	Trust Fund	
42		Acct #220.85.48110.81170.000 - Can only be used in accordance to DOT 85.21 Regulations	85.21 Trust Fund	
43				
44	Bloomfield	Per the requirements of the Restricted Donations	Restricted Donations	
45				

Iowa County

2020 Position Changes for 2020 Budget

2020 PRELIMINARY BUDGET SUMMARY - 10/15/2019 County Board Meeting

2020 Position Changes		
Department	Proposed Change	Increase / (Decrease) for Wage & Fringe and Equipment Cost
Finance Department	September 1, 2020 Hire replacement Finance Director for January 2021 retirement	\$37,926
Environmental Services	Increase the hours allocated to the Environmental Services from Bloomfield	\$50,217
Sheriff's Department	3 Dispatch positions - 1 starting on July 1,2020 & 2 starting on October 1, 2020	\$71,836
Bloomfield	Eliminate the Part-Time Employee Resources Position	(\$23,000)
Highway Department	Continue the 20 hour/week office LTE position	\$16,304

Totals Increase (Decrease) to the 2020 Budget for changes to positions:

\$153,283.00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1														
2														
3														
4	updated 10/8/19 RRH													
5														
6	Debt	Balance 1/1/2019	2019 New Debt Principal	2019 Principal	2019 Interest	2019 Total	Balance 12/31/2019	2020 New Debt Principal	2020 Principal	2020 Interest	2020 Total	(Decrease) in Total Payments	Projected Balance 12/31/2020	Final Payment Due
7	H & HS Building Financing													
8	G.O. Bonds	1,210,000.00		595,000.00	39,335.00	634,335.00	615,000.00		615,000.00	20,295.00	635,295.00	960.00	-	8/1/2020
9	H & HS Building Totals	1,210,000.00	-	595,000.00	39,335.00	634,335.00	615,000.00		615,000.00	20,295.00	635,295.00	960.00	-	
10														
11	Highway Equipment Financing - 2018 issue - 6 month note - Used 2.25% as rate	600,000.00		600,000.00	6,750.00	606,750.00	-				-	(606,750.00)	-	2019
12	Highway Equipment & Construction Financing - 2018 issue - 6 month note	689,000.00		689,000.00	7,752.00	696,752.00	-				-	(696,752.00)	-	2019
13	Highway Equipment & Construction Financing - 2019 issue - 6 month note		1,240,000.00				1,240,000.00		1,240,000.00	12,538.00	1,252,538.00	1,252,538.00	-	2020
14	Borrow fund in 2019 for CIP		835,500.00				835,500.00		835,500.00	8,472.00	843,972.00	843,972.00	-	2020
15														
16	Highway Equipment & Construction Financing - 2020 Issue							328,745.00					328,745.00	2021
17	Law Enforcement Center							27,000,000.00					27,000,000.00	2040
18														
19														
20														
21														
22														
23														
24														
25														
26														
27	Princ Bal 12/31/10													
28	Due in 2011	78,572.00	19,313.70	97,885.70	710,428.00	400,000.00	160,273.33	560,273.33	4,910,000.00	478,572.00	179,587.03	658,159.03	6,099,000.00	
29	Due in 2012	181,354.32	17,631.20	198,985.52	529,073.68	490,000.00	116,205.00	606,205.00	4,420,000.00	671,354.32	133,836.20	805,190.52	5,620,428.00	
30	Due in 2013	87,916.01	13,094.58	101,010.59	441,157.67	500,000.00	110,325.00	610,325.00	3,920,000.00	587,916.01	123,419.58	711,335.59	4,949,073.68	
31	Due in 2014	90,183.05	11,561.87	101,744.92	350,974.62	510,000.00	103,325.00	613,325.00	3,410,000.00	600,183.05	114,886.87	715,069.92	4,361,157.67	
32	Due in 2015	92,510.31	9,205.46	101,715.77	258,464.31	525,000.00	95,165.00	620,165.00	2,885,000.00	617,510.31	104,370.46	721,880.77	3,760,974.62	
33	Due in 2016	94,888.26	6,771.00	101,659.26	163,576.05	540,000.00	84,665.00	624,665.00	2,345,000.00	634,888.26	91,436.00	726,324.26	3,143,464.31	
34	Due in 2017	97,352.21	4,273.75	101,625.96	66,223.84	560,000.00	71,705.00	631,705.00	1,785,000.00	657,352.21	75,978.75	733,330.96	2,508,576.05	
35	Due in 2018	66,223.84	1,730.23	67,954.07	-	575,000.00	56,585.00	631,585.00	1,210,000.00	641,223.84	58,315.23	699,539.07	1,851,223.84	
36	Due in 2019					595,000.00	39,335.00	634,335.00	615,000.00	595,000.00	39,335.00	634,335.00	615,000.00	
37	Due in 2020					615,000.00	20,295.00	635,295.00	-	615,000.00	20,295.00	635,295.00	-	
38	Total	789,000.00	83,581.79	872,581.79		5,310,000.00	857,878.33	6,167,878.33		6,099,000.00	941,460.12			
39														
40	* 2012 - The County paid back an additional \$100,000 on the principal of the State Trust Fund Loan													

	A	L	M	N	O	P	Q	R	S	T	AF	AG	AH	AI	AJ	AK	AL
1	Iowa County																
2	Comparisons of Equalized Valuations and Allocations of County Tax Levy by District																
3	2020 Budget - Preliminary																
4		2013	2014	2015	2016	2017	2018	2019	Increase (Decrease) in Valuation From 2018 To 2019	% of Increase (Decrease)	Adopted County Tax Levy 2015 Budget	Adopted County Tax Levy 2016 Budget	Adopted County Tax Levy 2017 Budget	Adopted County Tax Levy 2018 Budget	Adopted County Tax Levy 2019 Budget	Preliminary Adopted County Tax Levy 2020 Budget	Increase (Decrease) Difference in County Tax Levy From 2018 to 2019 for 2019 & 2020 Budget
5		Valuation For	Valuation For	Valuation For	Valuation For	Valuation For	Valuation For	Valuation For									
6		2014 Budget	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	2020 Budget									
7																	
8	Towns																
9	Arena	147,836,200	149,926,300	151,831,000	151,149,500	157,438,900	158,391,800	166,546,100	8,154,300	5.15%	860,361.40	858,209.43	894,711.26	932,102.86	937,708.75	1,022,716.73	85,007.98
10	Bingham	109,137,000	114,050,300	117,073,800	118,554,700	119,922,300	125,118,900	134,648,300	9,529,400	7.62%	654,484.74	650,484.74	701,770.27	750,989.20	760,727.03	826,940.55	86,113.52
11	Clyde	40,395,000	41,520,200	41,337,500	50,202,100	48,337,500	50,776,200	50,776,200	2,533,700	4.82%	238,266.25	233,656.05	297,165.29	286,180.19	286,788.56	311,803.57	25,015.01
12	Dodgeville	193,917,300	195,333,800	195,333,800	186,331,000	190,238,500	202,442,500	212,949,200	10,549,100	5.21%	1,123,464.74	1,104,104.63	1,104,104.63	1,126,289.94	1,198,246.02	1,307,666.22	179,262.55
13	Egan	32,423,500	32,982,000	33,892,400	34,792,300	36,222,000	37,068,700	38,565,600	1,479,100	3.99%	189,269.26	191,573.38	205,948.63	214,448.10	219,968.02	236,622.65	17,262.55
14	Holland	63,676,900	64,261,900	65,968,300	65,968,300	68,673,700	67,909,900	71,395,800	3,445,900	5.07%	368,730.74	360,972.96	390,491.41	402,039.17	402,039.17	438,177.60	36,138.43
15	Highland	51,927,900	52,908,800	52,709,200	53,761,400	55,186,400	57,901,700	60,128,200	2,226,500	3.85%	303,620.44	297,933.44	328,431.13	326,726.12	342,788.77	363,244.03	26,443.03
16	Jefferson	34,353,800	35,681,900	34,816,600	38,379,700	39,589,700	40,997,100	43,000,000	2,407,800	3.55%	204,762.80	196,797.32	208,297.64	227,223.56	234,378.65	251,752.64	17,374.29
17	Mifflin	75,660,000	79,046,600	81,198,400	81,198,400	85,292,100	89,053,900	93,397,600	4,343,700	4.88%	453,372.81	454,149.21	484,195.78	504,964.21	527,515.56	573,530.62	46,315.06
18	Mineral Point	53,827,400	53,089,500	56,958,200	57,581,900	57,586,700	63,091,800	67,184,600	4,102,300	5.96%	340,657.40	342,950.49	340,824.12	340,936.88	352,497.28	387,430.50	34,933.23
19	Moscow	33,381,800	36,892,800	36,892,800	34,720,600	36,097,600	37,762,300	41,171,663	196,917.72	3.92%	211,711.63	211,711.63	211,711.63	213,712.60	228,341.06	268,341.06	16,503.23
20	Pulaski	60,466,400	62,210,100	59,972,500	60,909,700	62,316,100	66,868,800	69,738,900	2,869,500	4.29%	355,996.53	338,988.51	360,547.63	368,936.87	395,875.66	428,244.95	32,369.29

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**
▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form1023 for instructions and the latest information.

OMB No. 1545-0056
Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
Scenic Hills, Inc.		Lawrence Bierke	
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)	
222 N. Iowa Street		84-2736846	
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 – 12)	
Dodgeville, WI 53533		09	
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: 402-636-8201	
a Name:		c Fax: (optional)	
John R. Holdenried			
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		☒ Yes ☐ No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		☒ Yes ☐ No	
9a Organization's website: N/A			
b Organization's email: (optional)			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		☐ Yes ☒ No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		05 / 06 / 2019	
12 Were you formed under the laws of a foreign country ? If "Yes," state the country.		☐ Yes ☒ No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ Yes ☐ No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ Yes ☒ No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ Yes ☒ No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ Yes ☒ No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ Yes ☒ No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ Yes ☐ No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. ☒
- Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article III
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 3, Article VII
- c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Karl Pustina	Director	800 Compassion Way Dodgeville, WI 53533	None
Lynn Hebgen	Director; Vice Chair of the Board	5163 Big Spring Road Highland, WI 53543	None
Theodore J. Greenheck	Director; Chair of the Board	510970 Dane Hill Road Spring Green, WI 53588	None
Joann Manteufel	Director; Treasurer of the Board	PO Box 182 Barneveld, WI 53507	None

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
See Narrative			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. ☒ **Yes** ☐ **No**

- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ **Yes** ☒ **No**

- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☒ **No**

- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ **Yes** ☒ **No**

- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ **Yes** ☐ **No**
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ **Yes** ☐ **No**
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ **Yes** ☐ **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ Yes ☐ No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☒ No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No
- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☒ Yes ☐ No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☒ Yes ☐ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. See instructions.

- 1 a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☒ Yes ☐ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☐ Yes ☒ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ Yes ☒ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. See instructions.

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. See instructions.

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2 a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☒ No
- 3 a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will ☒ **Yes** ☐ **No**
conduct. See instructions.

- | | |
|---|---|
| ☒ mail solicitations | ☒ phone solicitations |
| ☒ email solicitations | ☒ accept donations on your website |
| ☒ personal solicitations | ☒ receive donations from another organization's website |
| ☐ vehicle, boat, plane, or similar donations | ☒ government grant solicitations |
| ☒ foundation grant solicitations | ☒ Other |

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ **Yes** ☒ **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☒ **Yes** ☐ **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes. ☐ **Yes** ☒ **No**

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☒ **Yes** ☐ **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☒ **Yes** ☐ **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☒ **No**

b Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

c Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☒ **No**

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☒ **Yes** ☐ **No**
- 12a** Do you or will you operate in a **foreign country** or **countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ **Yes** ☒ **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ **Yes** ☒ **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ **Yes** ☐ **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following.
- (i)** Do you require an application form? If "Yes," attach a copy of the form. ☐ **Yes** ☐ **No**
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ **Yes** ☐ **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ **Yes** ☒ **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ **Yes** ☐ **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ **Yes** ☐ **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ **Yes** ☐ **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ **Yes** ☐ **No**

Part VIII Your Specific Activities (Continued)

- 15 Do you have a **close connection** with any organizations? If "Yes," explain. ☒ Yes ☐ No
- 16 Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. ☐ Yes ☒ No
- 17 Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. ☐ Yes ☒ No
- 18 Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. ☐ Yes ☒ No
- 19 Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. ☐ Yes ☒ No
- 20 Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. ☐ Yes ☒ No
- 21 Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. ☒ Yes ☐ No
- 22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. ☐ Yes ☒ No
- Note:** Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years.

- If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
 - Three years of financial information if you have not completed one tax year, or
 - Four years of financial information if you have completed one tax year. See instructions.
- If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From 10/2019 To 09/2020	(b) From 10/2020 To 09/2021	(c) From See Narrative To	(d) From To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	\$0	\$0	\$100,000		\$100,000
	2 Membership fees received	\$0	\$0	\$0		\$0
	3 Gross investment income	\$0	\$0	\$0		\$0
	4 Net unrelated business income	\$0	\$0	\$0		\$0
	5 Taxes levied for your benefit	\$0	\$0	\$0		\$0
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	\$0	\$0	\$0		\$0
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)	\$0	\$0	\$480,000		\$480,000
	8 Total of lines 1 through 7	\$0	\$0	\$580,000		\$580,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	\$0	\$0	\$7,948,113		\$7,948,113
	10 Total of lines 8 and 9	\$0	\$0	\$8,528,113		\$8,528,113
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	\$0	\$0	\$0		\$0
	12 Unusual grants	\$0	\$0	\$0		\$0
	13 Total Revenue Add lines 10 through 12	\$0	\$0	\$8,528,113		\$8,528,113
Expenses	14 Fundraising expenses	\$0	\$0	\$10,000		
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	\$0	\$0	\$0		
	16 Disbursements to or for the benefit of members (attach an itemized list)	\$0	\$0	\$0		
	17 Compensation of officers, directors, and trustees	\$0	\$0	\$0		
	18 Other salaries and wages	\$0	\$0	\$4,111,196		
	19 Interest expense	\$0	\$0	\$785,033		
	20 Occupancy (rent, utilities, etc.)	\$0	\$0	\$254,586		
	21 Depreciation and depletion	\$0	\$0	\$621,956		
	22 Professional fees	\$0	\$0	\$0		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	\$0	\$0	\$2,574,975		
	24 Total Expenses Add lines 14 through 23	\$0	\$0	\$8,357,746		

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**

		Year End: N/A (Whole dollars)
Assets		
1	Cash	1 N/A
2	Accounts receivable, net	2 N/A
3	Inventories	3 N/A
4	Bonds and notes receivable (attach an itemized list)	4 N/A
5	Corporate stocks (attach an itemized list)	5 N/A
6	Loans receivable (attach an itemized list)	6 N/A
7	Other investments (attach an itemized list)	7 N/A
8	Depreciable and depletable assets (attach an itemized list)	8 N/A
9	Land	9 N/A
10	Other assets (attach an itemized list)	10 N/A
11	Total Assets (add lines 1 through 10)	11 N/A
Liabilities		
12	Accounts payable	12 N/A
13	Contributions, gifts, grants, etc. payable	13 N/A
14	Mortgages and notes payable (attach an itemized list)	14 N/A
15	Other liabilities (attach an itemized list)	15 N/A
16	Total Liabilities (add lines 12 through 15)	16 N/A
Fund Balances or Net Assets		
17	Total fund balances or net assets	17 N/A
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18 N/A
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. ☐ Yes ☒ No	

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

- 1 a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. ☐ Yes ☒ No
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
- The organization is not a private foundation because it is:
- a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐
- b** 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐
- c** 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐
- d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status (Continued)

- e 509(a)(4) – an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv) – an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(ix) – an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university. ☐
- h 509(a)(1) and 170(b)(1)(A)(vi) – an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- i 509(a)(2) – an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☒
- j A publicly supported organization, but unsure if it is described in 5h or 5i. You would like the IRS to decide the correct status. ☐

6 If you checked box h, i, or j in question 5 above, and you have been in existence more than 5 years, you must confirm your public support status. Answer line 6a if you checked box h in line 5 above. Answer line 6b if you checked box i in line 5 above. If you checked box j in line 5 above, answer both lines 6a and 6b.

- a (i) Enter 2% of line 8, column (e) on Part IX-A Statement of Revenues and Expenses _____
- (ii) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," state this.
- b (i) For each year amounts are included on lines 1, 2, and 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name and amount received from each **disqualified person**. If the answer is "None," state this.
- (ii) For each year amounts were included on line 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of Line 10, Part IX-A Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," state this.

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

Part XI User Fee Information and Signature

You must include the correct user fee payment with this application. If you do not submit the correct user fee, we will not process the application and we will return it to you. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "Exempt Organizations User Fee" in the search box, or call Customer Account Services at 1-877-829-5500 for current information.

Enter the amount of the user fee paid: \$600.00

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here

(Signature of Officer, Director, Trustee, or other authorized official)

Lawrence Bierke

(Type or print name of signer)

(Date)

Board Member

(Type or print title or authority of signer)

Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing**Section I General Information About Your Housing**

1 Describe the type of housing you provide.

2 Provide copies of any application forms you use for admission.

3 Explain how the public is made aware of your facility.

4a Provide a description of each facility.

b What is the total number of residents each facility can accommodate?

c What is your current number of residents in each facility?

d Describe each facility in terms of whether residents rent or purchase housing from you.

5 Attach a sample copy of your residency or homeownership contract or agreement.

6 Do you participate in any joint ventures? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Also, submit copies of all joint venture agreements. ☐ Yes ☒ No

Note: Make sure your answer is consistent with the information provided in Part VIII, line 8.

7 Do you or will you contract with another organization to develop, build, market, or finance your housing? If "Yes," explain how that entity is selected, explain how the terms of any contract(s) are negotiated at arm's length, and explain how you determine you will pay no more than fair market value for services. ☒ Yes ☐ No

Note: Make sure your answer is consistent with the information provided in Part VIII, line 7a.

8 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. ☐ Yes ☒ No

Note: Answer "Yes" if you do manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

9 Do you participate in any government housing programs? If "Yes," describe these programs. ☐ Yes ☒ No

10a Do you own the facility? If "No," describe any enforceable rights you possess to purchase the facility in the future; go to line 10c. If "Yes," answer line 10b. ☒ Yes ☐ No

b How did you acquire the facility? For example, did you develop it yourself, purchase a project, etc. Attach all contracts, transfer agreements, or other documents connected with the acquisition of the facility.

c Do you lease the facility or the land on which it is located? If "Yes," describe the parties to the lease(s) and provide copies of all leases. ☐ Yes ☒ No

Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing (Continued)**Section II Homes for the Elderly or Handicapped**

- 1 a** Do you provide housing for the elderly? If "Yes," describe who qualifies for your housing in terms of age, infirmity, or other criteria and explain how you select persons for your housing. ☒ **Yes** ☐ **No**
- b** Do you provide housing for the handicapped? If "Yes," describe who qualifies for your housing in terms of disability, income levels, or other criteria and explain how you select persons for your housing. ☐ **Yes** ☒ **No**
-
- 2 a** Do you charge an entrance or founder's fee? If "Yes," describe what this charge covers, whether it is a one-time fee, how the fee is determined, whether it is payable in a lump sum or on an installment basis, whether it is refundable, and the circumstances, if any, under which it may be waived. ☐ **Yes** ☒ **No**
- b** Do you charge periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. ☒ **Yes** ☐ **No**
- c** Is your housing affordable to a significant segment of the elderly or handicapped persons in the community? Identify your **community**. Also, if "Yes," explain how you determine your housing is affordable. ☒ **Yes** ☐ **No**
-
- 3 a** Do you have an established policy concerning residents who become unable to pay their regular charges? If "Yes," describe your established policy. ☒ **Yes** ☐ **No**
- b** Do you have any arrangements with government welfare agencies or others to absorb all or part of the cost of maintaining residents who become unable to pay their regular charges? If "Yes," describe these arrangements. ☐ **Yes** ☒ **No**
-
- 4** Do you have arrangements for the healthcare needs of your residents? If "Yes," describe these arrangements. ☒ **Yes** ☐ **No**
-
- 5** Are your facilities designed to meet the physical, emotional, recreational, social, religious, and/or other similar needs of the elderly or handicapped? If "Yes," describe these design features. ☒ **Yes** ☐ **No**

Section III Low-Income Housing

- 1** Do you provide low-income housing? If "Yes," describe who qualifies for your housing in terms of income levels or other criteria, and describe how you select persons for your housing. ☐ **Yes** ☒ **No**
-
- 2** In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. ☐ **Yes** ☐ **No**
-
- 3 a** Is your housing affordable to low income residents? If "Yes," describe how your housing is made affordable to low-income residents. ☐ **Yes** ☐ **No**
- Note:** Revenue Procedure 96-32, 1996-1 C.B. 717, provides guidelines for providing low-income housing that will be treated as charitable. (At least 75% of the units are occupied by low-income tenants or 40% are occupied by tenants earning not more than 120% of the very low-income levels for the area.)
- b** Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions. ☐ **Yes** ☐ **No**
-
- 4** Do you provide social services to residents? If "Yes," describe these services. ☐ **Yes** ☐ **No**

IRS Form 1023
Application for Recognition of Exemption
Supplemental Information

Part I

Question 7:

Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, Power of Attorney and Declaration of Representative, with your application if you would like us to communicate with your representative.

Response:

John R. Holdenried
Abigail T. Mohs
Vickie B. Ahlers

Baird Holm LLP
1700 Farnam Street, Ste. 1500
Omaha, NE 68102

Question 8:

Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.

Response:

Paul Traczek with Wipfli, Inc. located at 4890 Owen Ayres Court, Suite 200, Eau Claire, WI 54701, provided rough financial estimates during early development of Scenic Hills, Inc. in 2016 and Wipfli will be engaged to provide more specific financial projections in the upcoming year to accompany planned financing applications as further discussed in the narrative response to Part IV. The past payment for these services was \$35,777. The estimated expected payment (2019 or 2020) is \$25,000-\$30,000.

Kerry Dunning and Thomas McQuillen were engaged by the Members through Kerry Dunning, LLC to provide a market assessment and initial space planning for Scenic Hills. Kerry Dunning LLC is located at 7990 Baymeadows Rd. East Unit 2102, Jacksonville, FL 32256. The total payment for these services was \$33,103.

Each Member (see Part IV) engaged their own legal counsel to assist in negotiating and establishing the legal structure of the Organization. The County engaged Maureen Molony of von Briesen & Roper, s.c. located at 10 East Doty Street, Suite 900, Madison,

Scenic Hills, Inc.

84-2736846

WI 53703. UHH engaged Vickie Ahlers of Baird Holm LLP located at 1700 Farnam Street, Ste. 1500, Omaha, NE 68102.

Part IV

Using an attachment, describe your past, present, and planned activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Response:

Scenic Hills, Inc. is a Wisconsin nonstock, not-for-profit corporation (hereinafter, the "Organization"). This narrative will further describe the Organization, including its background, purpose, and services.

Background for Establishment of Organization.

The Organization was established by its two Members (Upland Hills Health, Inc. and Iowa County, Wisconsin) to improve and enhance skilled nursing and assisted living services for the elderly and the disabled in the community.

Upland Hills Health, Inc.

Upland Hills Health, Inc. ("UHH") is a Wisconsin non-stock, not-for-profit corporation. It is exempt from federal income taxes under Section 501(c)(3) and not a private foundation by virtue of its status under Section 509(a)(1) and 170(b)(1)(a)(iii) as a hospital. UHH is located in Dodgeville, Wisconsin, which has a population of approximately 4,500 and is in Iowa County, which has a population of approximately 23,500.

UHH operates a 25 bed critical access hospital in Dodgeville. In addition, UHH owns and operates Upland Hills Health Nursing & Rehab Center, seven outpatient clinics, various therapy service locations, and a 44-bed skilled nursing facility, which provides rehabilitative care and long-term skilled nursing care and which participates in both the Medicare and Medicaid programs.

UHH also holds a 49% interest in Crestridge Assisted Living of Dodgeville, LLC ("Crestridge"), a 40 bed assisted living facility which also includes a designated unit which provides memory care services. An unrelated for-profit company holds the other 51% interest.

Iowa County

Iowa County is a political subdivision of the State of Wisconsin. It is exempt from federal income taxes under Section 115 as a unit of state government. Iowa County operates Bloomfield Healthcare and Rehabilitation Center, a 50 bed skilled nursing facility in Dodgeville, which participates in both the Medicare and Medicaid programs.

As a result of study and discussion of the increasing and changing housing and health care needs of the Dodgeville region, the Members identified deficiencies in the availability and range of skilled nursing and assisted living services in Iowa County. They also identified increasing financial challenges in operating such service and structural deficiencies of their existing facilities. As a result, they engaged in joint planning to address such needs in a coordinated fashion. This culminated in the execution of a Memorandum of Understanding effective January 1, 2019, attached as Exhibit 1 (the "MOU"). The MOU expressed their mutual intent to further explore two projects:

1. Combining the Upland Hills Health Nursing and Rehab Center and the Bloomfield Healthcare and Rehabilitation Center into a single nursing home, operated by the Organization with the bed licenses to be held by Iowa County. The Organization would oversee the management of the combined nursing home and make recommendations to Iowa County regarding its budget, quality, and compliance programs.
2. Expanding the continuum of care available in Iowa County by establishing one or more of the following: a community-based residential facility, residential care apartment complex, hospice center, memory care facility, adult living facility or assisted living facility. The facilities would be owned and licensed by the Organization, which will oversee the budget, quality, and compliance programs of the facilities.

Creation and Structure of the Organization.

Since signing the MOU, UHH and Iowa County have continued to study such project and reached a determination to proceed with a public-private partnership. To do so, they created the Organization on May 6, 2019. A copy of the Articles and Bylaws of the Organization are attached as Exhibits 2 and 3.

The Organization is managed by its Board of Directors. The Board consists of seven (7) total Directors, three (3) Directors appointed by UHH, three (3) Directors appointed by Iowa County, and one (1) Director initially jointly appointed by UHH and Iowa County but subsequently appointed by joint agreement of the other six (6) Directors.

To further ensure the Organization continues the purposes originally established by its Members, the Members retained certain reserved powers. These include amending the Organization's Bylaws, approving strategic plans and capital and operating budgets of the Organization, the Organization's ability to enter into affiliations, joint ventures, and other corporate transactions including the establishment of subsidiaries, and approving the compliance programs of the Organization.

The Organization will operate exclusively for charitable, educational and scientific purposes. The purposes more explicitly include (i) the operation of residential healthcare services, and (ii) the provision of a charitable residence for the elderly and

disabled adults that provides services that cater to the special needs of its residents, including their healthcare needs, need for financial security and, where applicable, those services required of a Community Based Residential Facility (or "CBRF").

The two Members have each agreed to contribute up to \$1,500,000 to fund the initial operation needs of the Organization. The Members anticipate this contribution being in the form of a no- or low-interest loan. However, depending on the requirements of its anticipated USDA loan, the Members may contribute some of this amount as a capital contribution. Iowa County's contribution will comply with a county's ability to make such contributions under Wisconsin law.

Proposed Activities and Services of the Organization.

The Organization plans to purchase a single plot of land in early 2020. It will then construct facilities to serve its residents in a manner that allows residents to "age in place." This will be accomplished by offering facilities that support individuals ranging from those needing assisted living levels of care to those requiring high levels of skilled nursing services. The Organization's facilities will allow residents to transfer to higher or lower levels of care without the need to move from the facility. The facility will be constructed in a manner that is flexible enough to address the evolution of elderly care needs. The Organization plans to finance the projects through a loan from the United States Department of Agriculture.

The Organization plans to construct the following facilities:

A. New Nursing Home. The Organization will construct a nursing home consisting of approximately 50 beds (the "New Nursing Home"). After it is fully operational, the New Nursing Home will assume some or all of the bed licenses of the existing Upland Hills Health Nursing & Rehab Center and Bloomfield Healthcare and Rehabilitation Center. The Organization anticipates that Iowa County will be the licensed operator of the Nursing Home due to the intergovernmental transfer payments available to Iowa County as the licensed operator of the New Nursing Home (described below).

The Organization and its Members identified the need for additional nursing home beds available to Medicaid patients. Many facilities in the area limit their admission of Medicaid residents to 20%-25% of their residents due to the very low rates of reimbursement paid by Wisconsin Medicaid for nursing home services. Iowa County through its Bloomfield Healthcare and Rehabilitation Center has been able to serve a higher percentage of Medicaid residents due to an intergovernmental transfer payment program operated by the State of Wisconsin. This program is recognized at Section 1903(w)(6) of the Social Security Act and at 42 CFR 433.51 and allows counties such as Iowa County to transfer funds to the State for the purpose of a federal match of those funds. The result is the ability of the State of Wisconsin to receive greater federal matching funds which are then transferred to Iowa County in return for serving Medicaid residents. The Organization and its Members have discussed this matter with the Wisconsin Department of Health Services and determined that the Organization can best achieve its purposes by having the New Nursing Home licensed in the name of

Iowa County so that intergovernmental transfer payments can continue. This higher level of Medicaid reimbursement will allow the New Nursing Home to care for a higher percentage of residents who are covered by Medicaid than it otherwise could. Because of this structure, the Organization anticipates that it will be financially feasible for the New Nursing Home to admit more than 25% of its residents as Medicaid residents.

As a result of this structure, the Organization will develop an operating agreement with Iowa County under which Iowa County remains the licensed operator of the New Nursing Home but under which the Organization operates the New Nursing Home to the full extent allowed while still qualifying Iowa County to receive the intergovernmental transfer payments. Under the operating agreement, all risk of profit or loss of the New Nursing Home will rest with the Organization such that all revenues from the New Nursing Home will accrue to the Organization and all expenses of the New Nursing Home will be incurred by the Organization.

The New Nursing Home intends to make services available to individuals covered by Medicaid to the extent of its financial ability to do so.

B. New Assisted Living Facility. The Organization will construct a facility to be licensed as a CBRF consisting of approximately 70 beds (the "New Assisted Living Facility"). The exact number of beds is still being finalized based on an ongoing financial feasibility study. The Organization will be the licensed operator of the CBRF beds.

The Wisconsin licensure for a CBRF is similar to that of assisted living facilities in other states. It includes the provision of room and board, supervision, support services, and up to three hours of nursing care per week in accordance with the statutory and regulatory requirements of this licensure category. The Organization plans to provide "two-assist" CBRF units, which will permit those residents with greater care needs to utilize the New Assisted Living Facility instead of having to be admitted to a higher level of care, such as skilled nursing.

The construction and operation of the New Assisted Living Facility will not initially affect the continued operation of Crestridge although this could change in the future.

The New Assisted Living Facility will be operated consistent with the standards set out in Revenue Ruling 72-124. We comment below on the Organization's plans to address the needs of the elderly in the New Assisted Living Facility:

1. Need for Housing. The New Assisted Living Facility will be specially designed to meet the combination of the physical, emotional, recreational, social, religious, and similar needs of aged persons. This will include such items as special hand rails, bathrooms with grab bars and slip resistant tubs, anti-slip flooring, ramps and elevators, lower windows for visibility by wheelchair bound residents, and 24 hour emergency alarm systems. The New Assisted Living Facility will also include dining facilities, a chapel, recreation programs, and a shuttle-bus service. It is anticipated that rates will be set at levels so that the New Assisted Living Facility is affordable to a large segment of the community.

2. Need for Health Care. The New Assisted Living Facility will offer nursing services to the extent it can do so within its CBRF licensure status (up to 3 hours per week). It anticipates having a 24 hour emergency alarm system for residents along with having other physical and mental health services available. Medication administration and management will be provided for those residents needing assistance.

3. Need for Financial Security. The New Assisted Living Facility will have a policy of maintaining in residence any person who becomes unable to pay their regular charges. The Organization will do this by using its own reserves, seeking funds from local and Federal welfare units, and conducting public fund-raising. As indicated above, the New Assisted Living Facility will set rental charges at a level within the reach of a substantial segment of the community's elderly. This will be at the lowest feasible cost, taking into consideration operating expenses, indebtedness, maintenance of adequate reserves sufficient to insure the life care of each resident, and reserves for physical expansion commensurate with the needs of the community and its resources.

The Organization anticipates that the project will be at least a two-phase process. The first phase will be the construction of the New Assisted Living Facility, which is estimated to be completed in 2021. The Organization will then construct the New Nursing Home, estimated to be complete in 2022.

Part V**Question 1a:**

List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Response: (Continued from Form 1023)

Name	Title	Mailing Address	Comp Amount
Judy Lindholm	Director	132 Pine Street Mineral Point, WI 53565	None
John Meyers	Director	3110 CTH K Barneveld, WI 53507	None
Lawrence Bierke	Director; Secretary of the Board	PO Box 106 Mount Horeb, WI 53572	None

Question 1c:

List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Response:

The Organization plans to contract with various entities for services that the Organization will not directly provide, but has yet to formalize any arrangements. The Organization plans to use a Request for Proposal process for such services. Examples of such services include management services, staffing, and therapy services (including Physical Therapy, Occupational Therapy, etc.).

Question 2a:

Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship.

Response:

Karl Pustina and Lynn Hebgen are both employees of UHH.

John Meyers, Judy Lindholm and Larry Bierke are all employees of the County.

Question 3a:

For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

Response:

Karl Pustina, Director averaging three hours per week.

Karl is the Vice President of Finance and Chief Financial Officer of UHH. He has been in a financial leadership role at the Hospital since 1985, and has worked in health care finance for 40 years. Additionally, Karl has served on a number of local nonprofit boards. Karl was appointed to the Board by UHH.

Lynn Hebgen, Director and Vice Chair of the Board averaging three hours per week.

Lynn is the Chief Nursing Officer of UHH. She has been in that role since 2007. Prior to joining administration, Lynn worked as an RN and later a director of UHH's Maternal Child unit. Lynn has been in the nursing profession since 1986, taking several opportunities to obtain additional nursing-related degrees. She has been involved in local nonprofits and health coalitions. Lynn was appointed to the Board by UHH.

Theodore Greenheck, Director and Chair of the Board averaging three hours per week.

Ted serves on the board of UHH. He is a real estate agent and insurance broker and has worked in the industries for over 30 years. Ted serves on other local boards. Ted was appointed to the Board by UHH.

Joann Manteufel, Director and Treasurer of the Board averaging one hour per week.

Joann retired last year from her 35 year career in banking. During her long career, Joann worked in various positions from teller to branch manager. Joann is actively involved in volunteering, including as a teacher aid and at her local church. She serves on the board of the Barneveld Wisconsin Planning Commission, the Barneveld Public Library, and The Education Foundation of Barneveld. She had previously served as a volunteer for the Barneveld Area Rescue squad for 23 years. Joann was jointly appointed to the Board by UHH and Iowa County.

Judy Lindholm, Director averaging one hour per week.

Judy spent 32 years leading what is now known as the Aging and Disability Recourse Center Iowa County Office. She helped morph the prior office into the ADRC to further her vision of caring for the aging population. After her retirement in 2011, Judy was elected to the Iowa County Board of Supervisors, where she continues to serve. Judy spends some of her free time working as a part-time cook in a local assisted living facility to continue to serve the aging population. Judy was appointed to the Board by Iowa County.

John Meyers, Director averaging one hour per week.

John spent most of his career as a self-employed dairy farmer, operating two dairy farms from 1981-2007. He continued working after his retirement, as an adjunct professor, landlord, and as an agribusiness-related consultant. He also remains active

on his crop and beef farm. In 2008, John was elected onto the Iowa County Board of Supervisors, where he currently serves as Chairman. During his time as a County Supervisor, John has been involved in various subcommittees. John was appointed to the Board by Iowa County.

Lawrence Bierke, Director and Secretary of the Board averaging three hours per week. Larry has served his entire career in local government. He has been in city and county administrator and manager roles throughout the state of Wisconsin. He has also been actively involved in professional organizations, including as a founding member of the Wisconsin Assistant City/County Manager Association. He is also involved in various chambers of commerce and other committee and board positions. Larry was appointed to the Board by Iowa County.

Because its independent contractors have not yet been selected, the Organization cannot provide specific information requested. However, as stated above, the independent contractors will undergo an RFP process.

Question 3b:

Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.

Response:

While the Organization responded "no" to this question based on its understanding of the definition of "common control," it would like to describe how its Directors are related to its Members. As described in the narrative response to Part IV, the two Members of the Organization, UHH and Iowa County each appoint three (3) Directors. The seventh "independent" Director was initially selected by UHH and Iowa County's agreement. Thereafter, this independent Director will be selected by the agreement of the six (6) appointed Directors. See Section 3.3 of the Bylaws.

Karl Pustina is employed by UHH as its Vice President of Finance and Chief Financial Officer.

Lynn Hebgen is employed by UHH as its Vice President of Nursing

Lawrence Bierke is employed by Iowa County as the County Administrator.

John Meyers and Judy Lindholm are employed by the County in their roles as County Supervisors.

Question 5a:

Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. (The Organization answered "Yes")

Response:

The Organization's Board of Directors adopted its Conflict of Interest Policy on September 4, 2019 by Board resolution. See the policy attached as Exhibit 4.

Question 6a:

Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.

Response:

The Organization responded "no" to this question based on the fact that it does not compensate its Directors, and has not yet entered into arrangements with employees or independent contractors so does not yet know whether it will compensate such individuals or entities with non-fixed payments. Consistent with its purposes and the fact that both of the Organization's Members are aware of and comply with regulatory restrictions on compensation, the Organization's Board will review any and all proposed non-fixed payments to ensure that total compensation (including the non-fixed payments) for a given arrangement is not in excess of fair market value for the services rendered and are consistent with the requirements for 501(c)(3) organizations.

Question 8:

- a. Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. (The Organization answered "Yes").
- b. Describe any written or oral arrangements that you made or intend to make.

Response:

The Organization will enter into written agreements with its independent contractors for those services listed in the response to Question 1(c) of this Part.

- c. Identify with whom you have or will have such arrangements.

Response:

The Organization has not yet identified its independent contractors.

- d. Explain how the terms are or will be negotiated at arm's length.

Response:

The Organization will submit requests for proposals as described in the response to Question 1(c) of this Part. From there, the Organization plans to review the qualifications and costs of each proposal and will make a selection. The Organization will subsequently negotiate the terms of the written agreement, including cost, services provided, guarantees, term, and termination.

The Board will participate in decisions consistent with the Organization's Bylaws. For certain expenditures, the Organization's Members will also have to approve the arrangement.

- e. Explain how you determine you pay no more than fair market value or you are paid at least fair market value.

Response:

The Organization will determine fair market value based on industry standards, and will engage valuation experts for opinions if and when necessary.

- f. Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Response:

None

Question 9:

- a. Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. (The Organization answered "Yes").

Response:

As described in the narrative response to Part IV, the two Members of the Organization, UHH and Iowa County each appoint three (3) Directors. The seventh "independent" Director was initially selected by UHH and Iowa County's agreement. Thereafter, this independent Director will be selected by the agreement of the six (6) appointed Directors. See Section 3.3 of the Bylaws.

UHH employs two of the Organization's Directors, Karl Pustina and Lynn Hebgen. Also, one UHH trustee serves on the Organization's Board, Theodore Greenheck.

Iowa County employs one of the Organization's Directors, Lawrence Bierke. Also, two Iowa County Board of Supervisor members serve on the Organization's Board, Judy Lindholm and John Meyers and are compensated for this service.

- b. Describe any written or oral arrangements you made or intend to make.

Response:

UHH will likely provide Medical Director Services through one of its employed physicians. UHH would charge the Organization the equivalent of the physician's salary on an hourly basis. It is anticipated that the Organization will pay \$150/hour for this service.

UHH will likely enter into a nursing home transfer agreement with the New Nursing Home, which is required by law. There is no transfer of money between parties to a nursing home transfer agreement.

UHH intends to bid for the Therapy Services contract, however that contract will undergo the RFP process and UHH may not win the bid.

UHH plans to purchase the real estate which has been identified as the site for the Organization's facilities. Thereafter, UHH will sell the real estate to the Organization.

Iowa County and the Organization intend to enter into an operating agreement described in the narrative response in Part IV. The operating agreement will set forth the services the Organization will provide to Iowa County in operating Iowa County's licensed beds located in the New Nursing Home.

- c. Identify with whom you have or will have such arrangements.

Response:

UHH and Iowa County

- d. Explain how the terms are or will be negotiated at arm's length.

Response:

The Organization will submit a request for proposals for the Therapy Services as described in the response to Question 1(c) of this Part. From there, the Organization plans to review the qualifications and costs of each proposal and will make a selection. The Organization will subsequently negotiate the terms of the written agreement, including cost, services provided, guarantees, term, and termination.

For all arrangements that would fall under this question, the terms will be negotiated in a fair manner and, the Directors will participate in decisions

consistent with the Organization's Bylaws. For certain expenditures, the Organization's Members will also have to approve the arrangement.

- e. Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.

Response:

The Organization will determine fair market value based on industry standards, and will engage valuation experts for opinions if and when necessary.

- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Response:

None

Part VI

Question 1a:

In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.

Response:

The Organization will provide services to individuals in the form of housing and health care services to its residents. The services will include 3 meals a day plus snacks, social programs, assistance with activities of daily living, skilled nursing, and other services that meet the psychosocial, emotional and physical needs of its residents. See the narrative response to Part IV and Schedule F for additional descriptions of the Organization's facilities and the services provided.

Question 3:

Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.

Response:

While Scenic Hills generally responds "no," there may be instances where a family member or individual with a business relationship with those involved with Scenic Hills could utilize the services provided by Scenic Hills, assuming these individuals qualify for the housing and services like all other members of the public. All services of the Organization will be offered to individuals listed in Part V and their family members on the same basis as they are provided to the general public.

Part VIII

Question 4a:

Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. See instructions.

(Scenic Hills checked Mail Solicitations, Phone Solicitations, Email Solicitations, Accept Donations on Your Website, Personal Solicitations, Receive Donations from Another Organization's Website, Government Grant Solicitations, Foundation Grant Solicitations, and Other)

Attach a description of each fundraising program.

Response:

The Organization plans to begin fundraising at some point in the future, but has no specific fundraising programs developed at this time. It will fundraise in a manner that is consistent with its charitable purpose.

Question 4d:

List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

Response:

The Organization anticipates it will generally fundraise throughout southwestern Wisconsin.

Question 5:

Are you affiliated with a governmental unit? If "Yes," explain.

Response:

Iowa County, a political subdivision of the State of Wisconsin, is one of the two Members of the Organization and has the power to independently appoint three (3) Directors of the Organization's seven (7) Director Board. The Organization does not receive any governmental power or authority through Iowa County's role as Member.

Question 7a:

Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.

Response:

The Organization anticipates that it will hire or contract for the following in order to develop the facilities described in the narrative response to Part IV:

- Attorneys to negotiate the facility development.
- Architects and designers/consultants to plan the facilities.
- Construction professionals to develop and build the facilities.

- USDA from which it will seek a loan to finance the facilities. Additionally, the Organization anticipates seeking construction and other financing from one or more banks in the community. However, the specific financing structure has not yet been determined and no banks have been identified.
- UHH from which it will purchase the land. As previously described, certain Directors are employed by UHH.
- Wipfli to consult on the facilities' plans and financials.

Karl Pustina and Lynn Hebgen are employees of UHH. It is not expected that the Organization's other Directors will have a family or business relationship with the other developers.

Question 7b:

Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.

Response:

The Organization expects to contract for certain management services related to the facilities described in the narrative response to Part IV. As described in the response to Question 1c of Part V, the independent contractor has not yet been selected. It is unlikely that the Organization's Directors will have a family or business relationship with the independent contractor.

Question 11:

Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.

Response:

The Organization would consider accepting the contributions listed in this question, but has not yet accepted such contributions.

Question 15:

Do you have a close connection with any organizations? If "Yes," explain.

Response:

Please refer to the lengthy description of the Organization's relationship with Iowa County and UHH in the narrative response to Part IV.

Part IX

Section A:

Statement of Revenues and Expenses.

Response:

As instructed, the Organization provided three years of revenues and expenses. Because the Organization's facilities first require land purchase and construction before it can provide services, we have provided two illustrative years pre-operations and one illustrative year when the facilities are complete and services are being offered.

As stated in the narrative response to Part IV, the Organization expects to purchase land in the first few months of 2020 and complete and open the New Assisted Living Facility sometime in 2021 and the New Nursing Home in 2022.

Question A7:

Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)

Response:

The Organization anticipates approximately \$480,000 in revenue from the intergovernmental transfer payments made for providing skilled nursing under Iowa County's license as described in the narrative response to Part IV. While this figure could have been added to the total listed in Line 9, gross receipts from admissions [...], the Organization wanted to identify this amount separate and distinct from its general revenue.

Question A23:

Any expense not otherwise classified, such as program services (attach itemized list)

Response:

The Organization has accounted for insurance, food, supplies, maintenance and repairs, transportation, miscellaneous administrative expenses, professional fees, management fees, staff recruiting/advertising, marketing, and vehicle expense.

Schedule F
Homes for the Elderly or Handicapped and Low-Income Housing

Section I

Question 1:

Describe the type of housing you provide.

Response:

As described in the narrative response to Part IV, the Organization will provide both nursing home services under the operating agreement with Iowa County and CBRF housing. Each type of housing is licensed by the Wisconsin Department of Health Services. The Organization is currently planning the facilities, but it is likely that the facilities will be physically connected to each other.

Question 2:

Provide copies of any application forms you use for admission.

Response:

The New Nursing Home will not have an application, but will require a physician's order in accordance with state and federal requirements and will include an evaluation of the resident and the New Nursing Home's ability to care for the resident.

The New Assisted Living Facility has not yet developed an application form. However, the form it develops will contain a description of the unit or a specified room number, the intended start date of the admission, the price per month of the unit, any other requirements for the application process (such as proof of income or assets), and the date by which the individual will need to sign a resident agreement.

The application form may itself include, or be accompanied by a form that includes, the applicant's agreement to a preadmission clinical and psychosocial assessment to ensure that the facility can serve the applicant's health and psycho social needs.

Question 3:

Explain how the public is made aware of your facility.

Response:

The public will be made aware of the facilities through advertising, word of mouth or referrals, a planned website, and governmental websites which list licensed facilities.

Question 4a:

Provide a description of each facility.

Response:

The construction plans for the New Nursing Home and New Assisted Living Facility have not been finalized. Currently, the Organization desires for the two facilities to be

physically connected to each other, and the Organization will be required to apply for and receive a special regulatory waiver for this structure.

The facilities will include such items as special hand rails, bathrooms with grab bars and slip resistant tubs, anti-slip flooring, ramps and elevators, lower windows for visibility by wheelchair bound residents, and 24 hour emergency alarm systems. They will also include dining facilities, a chapel, recreation programs, and a shuttle-bus service. The New Assisted Living Facility anticipates having a 24 hour emergency alarm system for residents along with having other physical and mental health services available. The New Nursing Home will have medical equipment appropriate for the services of a skilled nursing facility.

The New Nursing Home will provide both single- and double-occupancy nursing home rooms. The double-occupancy rooms will serve couples.

The New Assisted Living Facility will likely consist of units that range from studio units to two bedroom apartment units.

Question 4b:

What is the total number of residents each facility can accommodate?

Response:

The New Nursing Home will likely accommodate up to 50 residents. The New Assisted Living Facility will likely accommodate at least 70 residents.

Question 4c:

Describe each facility in terms of whether residents rent or purchase housing from you.

Response:

The New Nursing Home will establish a daily charge for its services that will be billed monthly. The charges will vary based on the level of services needed by a given resident. Charges will be billed to applicable third-party payors (like Medicare, Medicaid, and/or any long term care insurance) prior to billing the residents.

The New Assisted Living Facility will charge a monthly rental rate to its residents. The rates will vary based on the level of services and support needed by the resident and certain additional charges may be added for special services (e.g., medication administration).

Question 5:

Attach a sample copy of your residency or homeownership contract or agreement.

Response:

The Organization has not yet developed an admission agreement for the New Nursing Home or a residency agreement for the New Assisted Living Facility.

The New Nursing Home admission agreement will comply with applicable federal and state laws.

The New Assisted Living Facility residency agreement will contain terms including a description of the unit or a specified room number, the initial rental rate and payment terms, the services provided, the rights and expectations of each party, and the termination provisions.

Question 7:

Do you or will you contract with another organization to develop, build, market, or finance your housing? If "Yes," explain how that entity is selected, explain how the terms of any contract(s) are negotiated at arm's length, and explain how you determine you will pay no more than fair market value for services.

Response:

The Organization anticipates that it will hire or contract for the following in order to develop the facilities described in the narrative response to Part IV:

- Attorneys to negotiate the facility development.
- Architects and designers/consultants to plan the facilities.
- Construction professionals to develop and build the facilities.
- USDA from which it will seek a loan to finance the facilities. Additionally, the Organization anticipates seeking construction and other financing from one or more banks in the community. However, the specific financing structure has not yet been determined and no banks have been identified.
- UHH from which it will purchase the land.
- Wipfli to consult on the facilities' plans and financials.

For all arrangements that would fall under this question, the terms will be negotiated in a fair manner and, the Directors will participate in decisions consistent with the Organization's Bylaws. For certain expenditures, the Organization's Members will also have to approve the arrangement. The Organization will determine fair market value based on industry standards, and will engage valuation experts for opinions if and when necessary.

There are no contracts currently in place.

Question 8:

Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services.

Response:

As described in other responses, the Organization expects to contract for certain management services, but the independent contractor has not yet been selected.

The Organization will submit requests for proposals for the services. From there, the Organization plans to review the qualifications and costs of each proposal and will make a selection. The Organization will subsequently negotiate the terms of the written agreement, including cost, services provided, guarantees, term, and termination. Total compensation (including any non-fixed payments) for a management arrangement will not exceed fair market value for the services rendered and will be consistent with the requirements for 501(c)(3) organizations.

The Directors will participate in decisions consistent with the Organization's Bylaws. For certain expenditures, the Organization's Members will also have to approve the arrangement. The Organization will determine fair market value based on industry standards, and will engage valuation experts for opinions if and when necessary.

There are no contracts currently in place.

The Organization and its Board will retain ultimate oversight of all services provided under the terms of a management agreement.

Question 10a:

While the Organization answered "yes" to this question, it does not yet own the facility. However, it will own the facility.

Question 10b:

How did you acquire the facility? For example, did you develop it yourself, purchase a project, etc. Attach all contracts, transfer agreements, or other documents connected with the acquisition of the facility.

Response:

The Organization will purchase land from UHH. It will then build the facilities using USDA financing and by contracting with professionals in architecture, design, and construction.

As of the filing of this tax exemption application, there are no contracts, transfer agreements, or other documents connected to the acquisition of the facility.

Section II

Question 1a:

Do you provide housing for the elderly? If "Yes," describe who qualifies for your housing in terms of age, infirmity, or other criteria and explain how you select persons for your housing. (The Organization answered "yes").

Response:

The New Nursing Home will serve individuals with a physician order for skilled nursing services to the extent the New Nursing Home has room availability and its ability to treat the individual. These residents will typically be elderly.

The New Assisted Living Facility will generally serve individuals ranging from 65 years old to those individuals who are in their 100s based on unit availability and its ability to care for needs of the resident.

However, the Organization may serve individuals under age 65 in limited circumstances where the individual suffers from an early occurrence of a disease normally seen in the elderly. For example, the New Assisted Living Facility may serve a younger individual who suffers from dementia, because the New Assisted Living Facility is suited to treat dementia, a disease generally seen in significantly older populations, but which can occur at an earlier age.

Individuals are eligible for housing and care at the facilities if and when an applicable unit is available and so long as the applicable facility is able to care for the individual. The Organization plans to maintain a wait list for interested persons when a unit is not immediately available. The Organization will comply with an equal access policy, whereby no qualified and eligible individual will be denied housing based on his or her race, color, national origin, disability, age, religious creed, sex, sexual orientation, gender identity or expression, marital status, ancestry, or lawful source of income. The Organization will not discriminate based on an individual's payor or payment source.

Question 1b:

Do you provide housing for the handicapped? If "Yes," describe who qualifies for your housing in terms of disability, income levels, or other criteria and explain how you select persons for your housing.

Response:

While the Organization responded "no" to this question based on the fact that its primary focus will be elderly, the facilities will be handicapped accessible based on the need for such facilities for this population.

Question 2b:

Do you charge periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined.

Response:

The New Nursing Home will charge for skilled care based on a resident's care needs and consistent with CMS billing guidelines.

The New Assisted Living Facility has not yet determined its monthly fee, but will set rental charges at a level within the reach of a substantial segment of the community's elderly. This will be at the lowest feasible cost, taking into consideration operating expenses, indebtedness, maintenance of adequate reserves sufficient to insure the life

care of each resident, and reserves for physical expansion commensurate with the needs of the community and its resources. Like with the New Nursing Home, the New Assisted Living Facility rates will vary based on a resident's care needs.

Residents of the New Assisted Living Facility will be notified of all fees prior to admission and annually thereafter.

Question 2c:

Is your housing affordable to a significant segment of the elderly or handicapped persons in the community? Identify your community. Also, if "Yes," explain how you determine your housing is affordable.

Response:

The Organization's community will generally be considered Iowa County. The New Nursing Home will have rates set by contract or regulation. Additionally, when a resident is or becomes personally responsible for the New Nursing Home bills and is unable to pay, the Organization will help the resident enroll in Medicaid. The Organization is committed to continue caring for individuals who are admitted as private pay but who subsequently become eligible for Medicaid. A resident will not be evicted from the New Nursing Home based on his or her Medicaid status.

The Organization will undergo a feasibility study, which will provide it with insight into affordable rental rates. The New Assisted Living Facility will then determine affordability of its housing based on the results of the feasibility study, periodic market price comparisons with competitors in the same and similar markets, frequent review of occupancy rates, and related wait lists (as applicable). With this information, the Organization will offer its facilities at the lowest feasible cost.

Question 3a:

Do you have an established policy concerning residents who become unable to pay their regular charges? If "Yes," describe your established policy.

Response:

As previously stated, the Organization is committed to continue caring for individuals who are admitted as private pay but who subsequently become eligible for Medicaid. A resident will not be evicted from the New Nursing Home based on his or her Medicaid status.

The New Assisted Living Facility will have a policy of maintaining in residence any person who becomes unable to pay their regular charges. The Organization will do this by using its own reserves, seeking funds from local and Federal welfare units, and conducting public fund-raising. To the extent the resident's services are reimbursable under Medicaid, the Organization will help the resident enroll in Medicaid. A resident will not be evicted from the New Assisted Living Facility based on his or her Medicaid status.

Question 4:

Do you have arrangements for the healthcare needs of your residents? If "Yes," describe these arrangements.

Response:

The Organization will directly provide its residents health care in accordance with the applicable bed license type; full-time skilled nursing care in the New Nursing Home and availability of nursing care for up to 3 hours per week in the New Assisted Living Facility. The Organization plans to provide "two-assist" CBRF units, which will permit those residents with greater care needs to utilize the New Assisted Living Facility instead of having to be admitted to a higher level of care, such as skilled nursing. In accordance with its regulatory obligations, the facilities will have transfer arrangements in place with local hospitals, including UHH. It will provide exam room space for physicians and dentists to visit residents at the facilities.

Question 5:

Are your facilities designed to meet the physical, emotional, recreational, social, religious, and/or other similar needs of the elderly or handicapped? If "Yes," describe these design features.

Response:

The Organization will design and provide for the following: special hand rails, bathrooms with grab bars and slip resistant tubs, anti-slip flooring, ramps and elevators, lower windows for visibility by wheelchair bound residents, and 24 hour emergency alarm systems. The New Assisted Living Facility will also include dining facilities, a chapel, recreation programs, and a shuttle-bus service.

Exhibit 1

MOU

MEMORANDUM OF UNDERSTANDING No. 1

THIS MEMORANDUM OF UNDERSTANDING No. 1 ("MOU"), effective as of January __, 2019, is entered into by and between Iowa County, Wisconsin ("County") and Upland Hills Health, Inc., a Wisconsin nonstock corporation ("Upland Hills", together with County the "Parties", and either a "Party"), for the purpose of exploring and developing the "Project", as defined below.

1. **Description of the Project.** The "Project" means any and all of the actions, transactions and arrangements either described in Sections 1(a) and 1(b) of this MOU, or that the Parties identify as reasonable or desirable to accomplish the goals set forth in Section 1(c) of this MOU.
 - (a) **Skilled Nursing Facility.** The Parties are considering combining the skilled nursing facilities ("SNFs") each owns and operates into a single nursing home entity ("**Combined Nursing Home**"), which will be owned by a newly-created, tax-exempt entity ("Newco"), with the bed licenses to be held by the County. The Parties further contemplate that Newco will oversee management of the Combined Nursing Home, and make recommendations to the County regarding its budget, quality and compliance programs.
 - (b) **Other Adult Residential Facilities and Services.** The Parties have considered the costs and benefits of expanding the continuum of care available in Iowa County by establishing one or more of the following: a Community-Based Residential Facility, Residential Care Apartment Complex, hospice center, adult living facility or assisted living facility (collectively, "**Other Facilities and Services**"). The Parties contemplate that the Other Facilities and Services may be owned by and licensed to Newco, which will oversee the budget, quality and compliance programs of the Other Facilities and Services.
 - (c) **Goals.** In evaluating and carrying out the Project, the Parties will take into consideration whether, when completed and put into operation, the Project will accomplish the goals of (i) ensuring that quality skilled nursing facility services and Other Facilities and Services are available in Iowa County, (ii) limiting taxpayers' exposure for operations and financing of the facilities, (iii) limiting Upland Hills' exposure for operations and financing of the facilities, and (iv) securing tax-exempt status for Newco.
2. **Scope of MOU.** The Parties agree to undertake the following "**Preliminary Steps**" relating to the Project:
 - (a) **Tax-Exempt Status for Newco:** The Parties will work together to secure recognition by the Internal Revenue Service ("**IRS**") of Newco's exemption under Section 501(c)(3) of the Revenue Code, including without limitation by completing and filing Form 1023 on behalf of Newco, and submitting such additional information as may be necessary to pursue the application for exemption and secure a final determination by IRS regarding Newco's eligibility to be recognized as an exempt organization.

- (b) Feasibility Study: The Parties will retain Wipfli LLP, a Wisconsin limited liability company ("**Wipfli**"), to perform a feasibility study of the Project, including separate consideration of the Combined Nursing Home and the Other Facilities and Services. ElderSpan may be paid to do some of the preliminary work for the Wipfli study. Wipfli will gather and analyze relevant information regarding (i) the costs required to establish each component of the Project and prepare such component to begin operations, (ii) the costs of operation for each component of the Project, and (iii) the revenue that would be generated by operation of each component of the Project. Wipfli will submit a report to the Parties at the end of its analysis, in form and substance to be determined by the Parties. Further, the Parties will instruct Wipfli to inform them if Wipfli concludes in the course of its analysis that the Project cannot be operated with a positive margin.
- (c) Communications with USDA: The Parties will prepare and submit a pre-application or application for financing, as required, to the appropriate program or programs within the United States Department of Agriculture ("**USDA**") and such other materials as are required for issuance of a Letter of Conditions or its equivalent by USDA, indicating that the Project is appropriate for USDA financing.

The Preliminary Steps will be complete when (i) Newco is recognized as an Exempt Organization under Section 501(c)(3) of the Revenue Code, (ii) Wipfli has concluded and provided a report in a form mutually satisfactory to the Parties that the Project can be operated with a positive margin, and (iii) USDA issues a Letter of Conditions or the equivalent to permit the Parties or Newco to complete an application and commitment for financing of such components of the Project as Wipfli may find feasible.

- 3. Costs. The Parties shall bear equally (50/50) the expenses related to the Project during the term of this MOU, including without limitation the costs of performing the Preliminary Steps, attorneys' fees, accountants' fees, other consultants' fees, expenses associated with the services of attorneys, accountants and other consultants, and any appraisals, surveys and Phase I studies incurred to evaluate any real estate considered for use by the Combined Nursing Home and/or the Other Facilities and Services, except that Upland Hills will bear the entire cost of de-licensing its SNF beds. In accordance with the terms of a separate engagement letter, the Parties contemplate that Baird Holm, LLP will provide legal advice regarding most aspects of the Project in the role of counsel to Newco, but that with regard to the de-licensing of Upland Hills' SNF beds, County consents to Baird Holm serving as counsel to Upland Hills and the other parties securing separate counsel. In the event of termination of this MOU, the Parties shall be mutually responsible for all fees and costs incurred under this Section 3 through the effective date of termination.

4. **Confidential Information.**

- (a) **Definition.** For the purposes of this MOU, "**Confidential Information**" shall include all nonpublic information and documentation designated as confidential by the Party disclosing such information (the "**Disclosing Party**") that relates to the Project or the Disclosing Party's business operations; provided, however, that Confidential Information shall not include information that (a) is or becomes generally available to the public other than through disclosure by the Disclosing Party to the Party that receives the information (the "**Receiving Party**"); (b) was lawfully provided to the Receiving Party by a third party free of any obligation of confidence to such third party; (c) was already in the possession of, or was known by the Receiving Party prior to disclosure by the Disclosing Party; (d) is subsequently and independently developed without reference to Confidential Information disclosed under this MOU; or (e) is required to be disclosed pursuant to Wisconsin's Public Records and Property Act, W.C.A. §19.21 *et seq.* Any Confidential Information that is Protected Health Information under the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations at 45 CFR Parts 160 and 164 ("**HIPAA**") shall be subject to additional restrictions on disclosure as required under HIPAA.
- (b) **Use.** Confidential Information may be used for purposes of the Project, but not for any other purpose. The Receiving Party shall keep and retain Confidential Information in strict confidence and shall not either directly or indirectly in any way divulge or otherwise impart or disclose any such Confidential Information to any other person, firm, or entity without the prior written consent of the Disclosing Party, which consent may be withheld by the Disclosing Party in its sole discretion, unless (i) disclosure is required by a valid order of a court or other regulatory body with jurisdiction over the Parties, or (ii) disclosure is required to IRS, Wipfli or USDA for purposes of completing the Preliminary Steps. The Receiving Party shall give reasonable written notice to the Disclosing Party prior to any required disclosure of Confidential Information and shall allow the Disclosing Party to use its best efforts to obtain an order or other reliable assurance that the Confidential Information disclosed will be treated confidentially. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to those persons whose access to such information is necessary for the purpose of evaluating the Project, including, but not limited to, the Receiving Party's directors, managers, employees, attorneys, accountants, lenders or other financial advisors.
- (c) **Return or Destruction.** Upon the effective date of termination of this MOU or the request of the Disclosing Party, the Receiving Party shall either promptly return all Confidential Information to the Disclosing Party, including any and all copies, extracts and other objects or items in which such Confidential Information may be contained or embodied, or destroy all copies of such Confidential Information, and make a written representation to Disclosing Party that all such Confidential Information has been destroyed.

MEMORANDUM OF UNDERSTANDING

Page 4

5. **Term and Termination.** This MOU shall continue in effect until the Preliminary Steps are completed or one of the following events occurs:

- (a) If the IRS determines, subsequent to submission of a complete Form 1023 on behalf of Newco, that Newco is not eligible for exemption under Section 501(c)(3) of the Revenue Code, then upon such determination by IRS either Party may terminate this MOU upon ten (10) business days' notice to the other Party.
- (b) If Wipfli determines that the Project cannot be operated with a margin, then upon such determination by Wipfli either Party may terminate this MOU upon ten (10) business days' notice to the other Party.
- (c) If USDA declines to issue a Letter of Conditions or its equivalent to finance the portions of the Project that Wipfli determines to be feasible, or otherwise determines that such portions of the Project are not eligible for financing under any USDA program, then upon such declination or determination either Party may terminate this MOU upon ten (10) business days' notice to the other Party.

If none of the events described in subsections 5(a) through 5(c) above occurs, then, at any time after the Preliminary Steps are completed as described in the last paragraph of Section 2 above, either Party may terminate this MOU upon thirty (30) days' written notice to the other Party, or the Parties may mutually agree to an earlier termination date in writing. Upon the effective date of termination of this MOU, neither Party shall have any further obligation to explore or otherwise pursue the Project.

6. **Non-Binding Commitment to Negotiate Definitive Agreements.** Upon the completion of the Preliminary Steps, the Parties will use good faith efforts to establish specific terms for the Project or such portions of the Project as the Parties find mutually acceptable. Such terms may be set forth in a future memorandum of understanding between the Parties, in one or more definitive agreements between the Parties, and/or in charter documents for one or more entities formed by the Parties. The commitment of this Section 6 is a good faith statement of the Parties' intent at the time of entering into this MOU and is not legally binding, but the Parties' obligation to share costs and expenses equally, set forth in Section 3, will be binding and continue with regard to any costs or expenses incurred prior to the effective date of termination of this MOU.
7. **Survival.** The provisions of Section 3 and Section 4 shall survive termination of this MOU.
8. **Compliance with Laws.** Nothing in this MOU shall be construed to violate the provisions of laws governing the referrals of health care services, anti-kickback laws or false claims acts, section 501(c)(3) of the Internal Revenue Code, or any other federal or state law or regulation governing the Parties or their relationship.

MEMORANDUM OF UNDERSTANDING
Page 5

9. **Referrals.** Nothing in this MOU shall require either Party to refer patients or residents to the other Party, or require the County to utilize the hospital or medical services of Upland Hills.

UPLAND HILLS HEALTH, INC.

IOWA COUNTY

By:


Lisa Schnedler, its President and CEO


Larry Bierke, its Administrator

Date:

DOCS/2177214.8

February 20, 2019

Date:

2/20/19

Exhibit 2

Articles of Incorporation



For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF INCORPORATION

SCENIC HILLS, INC.

Received Date: 5/6/2019

Filed Date: 5/14/2019

Filing Fee: \$35.00

Entity ID#: S123139

Total Fee: \$35.00

**ARTICLES OF INCORPORATION
OF
SCENIC HILLS, INC.**

The undersigned executes these Articles of Incorporation for the purpose of forming a Wisconsin corporation without stock and not for profit under the laws of Wisconsin, Chapter 181, Wisconsin Statutes.

ARTICLE I

The name of the Corporation is Scenic Hills, Inc.

ARTICLE II

The period of existence of the Corporation shall be perpetual.

ARTICLE III

The Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto (the "Code"). In furtherance of the aforementioned purposes, the Corporation's specific purposes shall include the following:

- 3.1 To own and operate residential healthcare services of any kind, including without limitation skilled nursing facilities, assisted living facilities (e.g., community based residential facilities ("CBRF")), and residential care apartment complexes), hospice and adult day care.
- 3.2 To provide a charitable residence for the elderly and disabled adults that provides services that cater to the special needs of its residents, including their healthcare needs, need for financial security and, where applicable, those services required of a CBRF.
- 3.3 To solicit, receive by bequest or any other form of donation, or otherwise acquire, hold, manage, invest and expend endowment funds and other gifts, grants and bequests, whether consisting of real estate or personal property, and whether subject to directions or conditions imposed by the donor, exclusively for the benefit and advancement of the Corporation, and such of its research, education, charitable programs, or activities as the Board of Directors of this Corporation from time to time deem to be suitable and appropriate.
- 3.4 To establish a foundation to perform the activities above.
- 3.5 To acquire, own, operate, lease, sell, exchange and otherwise manage and administer such personal property, as may be determined by the Board of Directors

as appropriate for the furtherance of the purposes set forth herein.

- 3.6 To acquire, own, operate, lease, sell, exchange and otherwise manage and administer such real property, as may be determined by the Board of Directors as appropriate for the furtherance of the purposes set forth herein.
- 3.7 To promote, establish, develop, sponsor and encourage private and public participation in the health care, educational, scientific and other charitable services and programs of the Corporation.
- 3.8 To contract with other organizations, for-profit and non-profit, with individuals and with governmental agencies in furtherance of these purposes.

ARTICLE IV

Notwithstanding any other provisions of these Articles of Incorporation of the Corporation:

- 4.1 The Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Code section 501(a) and described as an organization under 501(c)(3), or (ii) by a corporation, contributions to which are deductible under Code section 170(c)(2).
- 4.2 The Corporation shall operate, and shall receive, hold, use, and dispose of its funds and property, after providing for expenses incident to its operation, exclusively for the purposes of its organization. No part of the net earnings or assets of the Corporation shall inure to the benefit of any private individual or other person having a personal and private interest in the activities of the Corporation, except that the Corporation shall be authorized to pay reasonable compensation for necessary services actually rendered to it and to make payments and distributions for the purposes of the organization. No dividends or pecuniary profits or liquidation dividends or distributions shall be declared or paid.
- 4.3 Supplementary to the purposes of this organization, the Corporation may engage or participate in any activity, business, or enterprise to procure funds for the purposes of the Corporation but only, however, to the extent that such activity, business, or enterprise will not jeopardize the tax-exempt status of the Corporation.

ARTICLE V

The Members of the Corporation are Iowa County, a political subdivision of the State of Wisconsin ("Iowa County"), and Upland Hills Health, Inc., a Wisconsin nonstock corporation that is recognized as tax-exempt under Section 501(c)(3) of the Revenue Code (collectively, the "Members"). The Members shall have such rights and duties as are specified in the Bylaws of the Corporation.

ARTICLE VI

The affairs of the Corporation shall be managed by a Board of Directors as set forth in the Bylaws of the Corporation.

ARTICLE VII

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all distributable assets of the Corporation to an organization exempt under section 501(c)(3) of the Internal Revenue Code, for one or more exempt purposes within the meaning of that section, or corresponding section of any future federal tax code, or distribute such assets to the federal government, or to a state or local government, for a public purpose pursuant to a plan of dissolution approved by the Members.

ARTICLE VIII

The location of the initial principal office of the Corporation shall be 222 N. Iowa Street, Dodgeville, Wisconsin 53533.

ARTICLE IX

The name and address of the initial registered agent and registered office of the Corporation are:

Scenic Hills, Inc.
Larry Bierke
222 N. Iowa Street
Dodgeville, WI 53533

ARTICLE X

The Corporation may make distributions or other payments pursuant to Wisconsin Statutes section 181.1302(4), as amended, upon authorization of the Board of Directors of the Corporation if: (a) the distribution or other payment is made in accordance with one of the above stated purposes of the Corporation; (b) the Corporation would be able to pay its debts as they become due in the usual course of its activities; and (c) the Corporation's total assets, after such distribution or other payment, would equal at least the sum of its total liabilities.

ARTICLE XII

The name and address of the incorporator are:

Vickie B. Ahlers
Baird Holm LLP
1700 Farnam St., Ste. 1500

Omaha, NE 68102

Executed this 1st day of May, 2019.

INCORPORATOR:


Vickie B. Ahlers

This document was drafted by Vickie B. Ahlers.

Please return this document to:

Vickie B. Ahlers
Baird Holm LLP
1700 Farnam St., Ste. 1500
Omaha, NE 68102

DOCS/2248814.3

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
SCENIC HILLS, INC.**

1. The name of the corporation is Scenic Hills, Inc. a nonstock corporation duly existing under the laws of the State of Wisconsin and incorporated under Chapter 181 of the Wisconsin Statutes (the "Corporation").

2. The Corporation hereby amends its Articles of Incorporation under Chapter 181 of the Wisconsin Statutes by deleting and replacing Article X as follows:

The Corporation may make distributions or other payments pursuant to Wisconsin Statutes sections 181.1302(3) or (4), as amended, in accordance with the Corporation's Bylaws.

3. These Articles of Amendment were duly adopted by its Members to be effective on September 30, 2019.

4. These Articles of Amendment were approved by each Member by written consent in accordance with the Corporation's Bylaws and Section 181.1003(3) of the Wisconsin Statutes.

Executed this ____ day of _____, 2019.

[Name], [Officer Position]

This document was drafted by Vickie B. Ahlers, Esq.

Exhibit 3

Bylaws

SCENIC HILLS, INC.

CORPORATE BYLAWS

EFFECTIVE:

**BYLAWS
OF
SCENIC HILLS, INC.**

**ARTICLE I
THE CORPORATION**

1.1 Organization and Authority. Scenic Hills, Inc., hereinafter referred to as "Corporation," is a nonstock, not-for-profit corporation organized under Chapter 181 of the Wisconsin Statutes. The Corporation shall have all of the authority necessary to achieve its responsibilities, and shall be permitted to do all things which can be done by nonstock, not-for-profit organizations organized under the laws of the State of Wisconsin, subject to the rights of the Members, Iowa County and Upland Hills Health, Inc., as set forth in these Bylaws.

1.2 Purpose. The Corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes. It should also be operated as a corporation which is other than a private foundation within the meaning of Section 509 of the IRC. Such purposes may include, but are not limited to, the following:

- 1.2.1 To provide skilled nursing care under management services arrangements.
- 1.2.2 To provide skilled assisted living services as the license holder of one or more skilled assisted living facilities, such as Community Based Residential Facilities.
- 1.2.3 To provide care, support, and housing to the elderly.
- 1.2.4 To generally aid in caring for the sick and injured when funds are not available from other sources and without regard to race, creed, color or sex.
- 1.2.5 To solicit, receive by bequest or any other form of donation, or otherwise acquire, hold, manage, invest and expend endowment funds and other gifts, grants and bequests, whether consisting of real estate or personal property, and whether subject to directions or conditions imposed by the donor, exclusively for the benefit and advancement of the Corporation, and such of its research, education, charitable programs, or activities as the Board of Directors of this Corporation from time to time deem to be suitable and appropriate.
- 1.2.6 To establish a foundation to perform the activities above.
- 1.2.7 To own, operate, lease, sell, exchange and otherwise manage and administer such personal property, as may be determined by the Board of Directors as appropriate for the furtherance of the purposes set forth herein.
- 1.2.8 To own, operate, and otherwise manage and administer such real property, as may be determined by the Board of Directors as appropriate for the furtherance of the purposes set forth herein.
- 1.2.9 To promote, establish, develop, sponsor and encourage private and public participation in the health care, educational, scientific and other charitable services and programs of the Corporation.
- 1.2.10 To contract with other organizations, for-profit and non-profit, with individuals and with governmental agencies in furtherance of these purposes; and

- 1.2.11 To engage in lawful activities within the purposes for which a corporation may be organized under the Wisconsin Nonstock Corporation laws, which are incidental to the foregoing purposes.

1.3 Corporate Offices. The location of the principal office of the Corporation shall be at such location in Iowa County, Wisconsin, as determined by the Board of Directors ("Board"). The Corporation may have such other business offices within Iowa County, Wisconsin as the Board may designate or as the operations of the Corporation may require from time to time. The registered office of the Corporation may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board or by the registered agent.

1.4 Corporate Distributions and Dissolutions. The Corporation shall be authorized to make distributions or other payments to another domestic or foreign corporation, provided that no such distribution or payment shall be made unless all of the following are true:

- 1.4.1 Such distribution or payment is approved by the Members and at the time of such distribution or payment, the distribution is made either:

(a) To nonprofit corporations, in which case:

- (i) The distribution or other payment is made in accordance with the purposes of the Corporation, as set forth in this Article I;
- (ii) Notwithstanding the distribution or payment, the Corporation would be able to pay its debts as they become due in the usual course of its activities, and the Corporation's total assets would equal at least the sum of its total liabilities;
- (iii) Notwithstanding the distribution or payment, the Corporation would be able to maintain all legally- or contractually-required debt ratios or cash on hand amounts; and,
- (iv) The recipient of such distribution or payment (i) may not distribute any part of its income to the Members, Directors, or Officers and (ii) is exempt from taxation under Section 501(c)(3).

(b) To governmental entities, in which case:

- (i) The distribution or other payment is made in accordance with the purposes of the Corporation, as set forth in this Article I;
- (ii) Notwithstanding the distribution or payment, the Corporation would be able to pay its debts as they become due in the usual course of its activities, and the Corporation's total assets would equal at least the sum of its total liabilities; and,
- (iii) Notwithstanding the distribution or payment, the Corporation would be able to maintain all legally- or contractually-required debt ratios or cash on hand amounts.

- 1.4.2 Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all distributable assets of the Corporation to an organization exempt under section 501(c)(3) of the Internal Revenue Code, for one or more exempt purposes within the meaning of that section, or corresponding section of any future federal tax code, or distribute such assets to the federal government, or to

a state or local government, for a public purpose pursuant to a plan of dissolution approved by the Members.

1.5 Definitions. Capitalized terms set forth herein shall have the meaning ascribed to them herein, or in the Articles of Incorporation.

ARTICLE II

MEMBERS

2.1 Members. The "Members" of the Corporation are Iowa County, a political subdivision of the State of Wisconsin, and Upland Hills Health, Inc., a Wisconsin nonstock corporation that is recognized as an exempt organization under Revenue Code Section 501(c)(3).

2.2 Approval Rights. The Members shall have those approval rights set forth herein.

2.3 Place of Meeting. The Annual and Special Meetings of the Members shall be held at the office of the Corporation or at such other place within the State of Wisconsin as may be designated by the Board, or in the event the Directors fail to make such designation, at such place as the Chairperson of the Board shall designate.

2.4 Annual Meetings. Annual Meetings of the Members shall be held on such date in the month of August of each calendar year and at such time and place as shall be determined by the Board and specified in the notices of the meeting, for the purpose of appointing Member Directors and for transaction of such business as may properly come before the meeting. In the event of failure through oversight or otherwise to hold the Annual Meeting in any year in the month of August as herein provided, the meeting, upon due notice or upon waiver of notice, may be held at a later date, and any appointment had or business transacted at such meeting shall be as valid and effective as if it had been transacted at the Annual Meeting in the month of August.

2.5 Special Meetings. Special Meetings of the Members for any purpose or purposes, may be called by either Member, the Chairperson of the Board, or two or more members of the Board, who shall deliver a request in writing for such a meeting to each Member. Such Special Meetings shall be held at such times and places as shall be designated in the call for the meeting.

2.6 Notice of Meeting. Written notice stating the place, date and time of the Annual meeting and any Special Meeting of the Members, and, in the case of a Special Meeting, the purpose for which the meeting is being called, shall be delivered personally at least two (2) days prior to the meeting, or mailed by first class mail to the Members at such addresses as the Members designated in writing with the Secretary, not less than five (5) days prior to the meeting, unless a different time shall be required by Wisconsin law, by or at the direction of the Chairperson of the Board, the Secretary, or the Presidents of the Members or Chairs of the Members, or their respective designees. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed with postage thereon prepaid. A courtesy copy of the notice may also be sent through electronic mail; however, only notice through personal delivery or first class mail shall be effective under this Section.

2.7 Waiver of Notices. Whenever any notice is required to be given to the Members under the Articles of Incorporation, these Bylaws, or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of the meeting by the Members shall be deemed the equivalent of giving such notice.

2.8 Manner of Acting. When both Members take an action at a meeting, such action shall be the act of the Members and binding on the Corporation and the Board.

2.9 Exclusive Powers of the Members. The Members exclusively shall have the following authorities over governance, strategic planning, and mission-related initiatives of the Corporation:

- 2.9.1 Propose, approve or reject any amendment to the Corporation's Articles of Incorporation or Bylaws, as provided in Article XV.
 - 2.9.2 Approve any subsidiaries or affiliates of the Corporation.
 - 2.9.3 Approve strategic plans and capital and operating budgets. The Board shall submit to the Members any modifications to strategic plans and capital and operating budgets.
 - 2.9.4 Approve and require certain reserved funding requirements, including all legally- or contractually-required debt ratios or cash on hand amounts.
 - 2.9.5 Approve all requests by the Corporation to borrow or loan funds, incur debt, guarantee a loan, or enter into similar debt obligations.
 - 2.9.6 Approve all proposed expenditures of the Corporation in excess of \$100,000.00.
 - 2.9.7 Enter into any and all new affiliations, partnerships, joint ventures, acquisitions, divestitures, dissolutions, sales, mergers and similar corporate transactions involving the Corporation.
 - 2.9.8 Lease, sell, or exchange real property.
 - 2.9.9 Approve compliance programs for the Corporation.
 - 2.9.10 Set the Directors' compensation, if any, under Section 3.8.
- 2.10 Action by Written Consent. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of Chapter 181 of the Wisconsin Statutes to be taken at a meeting of the Members may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by the Members.
- 2.11 Process for Obtaining Members Approval. If the Corporation or the Members proposes an action (the "Requestor") requiring the Members' approval, concurrence or ratification (the "Respondent"), the Respondent shall respond to the recommended action within forty-five (45) calendar days after the Requestor notifies the Respondent of such recommended action. In the event that the Respondent approves, concurs or ratifies such recommended action, the Requestor shall have the right to proceed with the recommended action. In the event the Respondent fails to notify the Requestor within forty-five (45) calendar days after notice of the recommended action whether Respondent approves, concurs, ratifies or rejects such recommended action, the action shall be deemed to be approved or ratified by the Respondent. If the Respondent notifies the Requestor that it rejects or intends to reject the recommended action, the Requestor and the Respondent shall, for a period not to exceed thirty (30) calendar days following the Requestor's receipt of such notice, engage in a decision resolution process involving appropriate representatives. If, following expiration of such thirty (30) calendar day period, an agreement has not been reached by the Respondent's representatives and the Requestor's representatives, the recommended action will not be taken or implemented.

ARTICLE III

BOARD OF DIRECTORS

- 3.1 Functions and Powers. The affairs of the Corporation, including its property and assets, shall be managed by the Board.

3.2 Number and Qualifications of Directors. The number of voting Directors shall be set as seven (7) and Directors shall serve for the term provided in Section 3.4.2. Directors need not be residents of the State of Wisconsin but are encouraged to be residents of Iowa County, Wisconsin. A Director may resign at any time by filing his or her written resignation with the Chairperson of the Corporation. The number of Directors may be increased or decreased at any time by amendment of these Bylaws in accordance with Article XV.

3.3 Appointment of Directors. Three (3) Directors shall be appointed by each Member ("Members Directors"). The remaining Director ("Joint Director") shall initially be appointed by mutual agreement of the members. After the initial term of the Joint Director ends, the Joint Director shall be appointed or re-appointed, if applicable, by the six (6) Members Directors. In addition, the Medical Director of the Corporation shall serve ex officio as a non-voting member of the Board. The Members shall appoint the Members Directors at a meeting of the Members or through a written resolution delivered to the Chairperson of the Board.

3.4 Appointment and Term of Directors.

3.4.1 Appointment. The Directors shall consist of Directors duly appointed to office in accordance with Section 3.3.

3.4.2 Term of Office. Members Directors shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of Directors. Except for interim appointments to fill a vacancy, the term of each Director shall begin at the annual meeting of the Board, and shall continue for a term of three (3) years and until a successor is both appointed and begins his or her term. No more than one (1) of each of the classes shall be appointed each year. For the first six (6) Members Directors appointed, two (2) shall serve one (1) year terms, two (2) shall serve two (2) year terms, and two (2) shall serve three (3) year terms, and each shall be eligible to serve one three (3) year term upon the expiration of their initial term. The first Joint Director shall serve an initial three (3) year term, and shall be eligible to serve one additional three (3) year term upon the expiration of his or her initial term. No voting Director shall serve for more than twelve (12) years in the aggregate.

3.5 Removal.

3.5.1 The Member that appointed a Members Director may remove such Members Director, at a meeting of the Members or through a written resolution delivered to the Board.

3.5.2 A Joint Director may be removed by either Member.

3.5.3 The Medical Director of the Corporation may be removed from office as a member of the Board with or without cause by the termination of his or her employment in that capacity.

3.6 Voting. Each voting Director shall be entitled to cast one (1) vote. Except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws, an affirmative vote of a majority of the Directors in any meeting at which a quorum is present shall constitute the action of the Board.

3.7 Vacancies. A vacancy occurring in the initial Joint Director position shall be filled by an interim Joint Director appointed by mutual agreement of both Members, and his or her initial term shall be until the expiration of the term of office for the initial Joint Director. Such appointment shall occur within sixty (60) days of the prior Joint Director's resignation, termination, or death. Thereafter, a Joint Director vacancy shall be filled by the current Directors within sixty (60) days.

The Members shall fill any Members Director vacancy at a meeting of the Members or through a written resolution delivered to the Board. Any vacancy shall be filled in such a manner to ensure that the composition of the Board remains consistent with the provision of Section 3.2.

3.8 Compensation of Directors. Members Directors and the Joint Director may be entitled to compensation for their services as a Director, which shall be fixed by the Members and adjusted from time to time, in the Members' sole discretion. The Medical Director's compensation will be fixed by the Board. Directors may be reimbursed for their actual disbursements for mileage and meals incident to services rendered to the Corporation as Directors.

3.9 Annual Meeting. The annual meeting of the Board shall be held in the month of January in each year, or at such other time and place as the Board may determine, for the purpose of transacting such business as may come before the meeting.

3.10 Regular Meetings. The Board may provide by resolution for regular or stated meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the stated time and place without other notice than such resolution. It is the expectation that the Medical Director attend at least three-fourths of all regular meetings.

3.11 Special Meetings. Special meetings of the Board may be held at any time and place for any purpose or purposes, unless otherwise prescribed by Chapter 181 of the Wisconsin Statutes, the request of the Chairperson of the Board or Secretary, and shall be called by the Secretary on the written request of at least two of the Directors. Special meetings shall be held at such times and places within the State of Wisconsin as shall be designated in the calls therefor. Any business may be transacted at any such special meeting without specification in the notice thereof.

3.12 Notice of Meetings. Notice of all regular and special meetings of the Board shall be given by delivering notice, orally or electronically, to each Director personally, at least twenty-four (24) hours before the time set for each meeting, or if notification is by mail, by mailing such notice at least seventy-two (72) hours before the time appointed for such meeting.

3.13 Waiver of Notice. Whenever any notice is required to be given to any Director of the Corporation under the Articles of Incorporation, Bylaws, or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened.

3.14 Conduct of Meetings. Except to the extent the Board otherwise provides, the Chairperson of the Board or the Vice Chairperson of the Board shall call the meeting of the Board to order and shall act as chairperson of the meeting. If the Chairperson and Vice Chairperson are unavailable, the Board shall choose a Chairperson from the Directors attending the meeting. The Secretary or Assistant Secretary of the Corporation shall act as Secretary of all meetings but, in the absence of the Secretary, the presiding officer may appoint any other person to act as secretary of the meeting.

3.15 Meetings by Electronic Means of Communication. To the extent provided in these Bylaws, the Board, or any committee of the Board, may, in addition to conducting meetings in which each participates in person, and notwithstanding any place set forth in the notice of the meeting or these Bylaws, conduct any regular or special meeting by the use of any electronic means of communication, provided that all of the following apply:

3.15.1 Each Director participating in the meeting can communicate concurrently with all other Directors during the meeting.

- 3.15.2 Each Director is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.
- 3.15.3 The identity of each Director participating in a meeting conducted pursuant to this Section 3.15 of these Bylaws (other than a meeting in which each Director participates in person) must be verified by a means implemented by the Board, including verifying that (a) the person participating in the meeting is a Director or other person entitled to participate in the meeting, and (b) all actions or votes by the Board are taken or cast only by the Directors and not by persons who are not Directors.
- 3.16 Quorum. Except as otherwise required by law, a majority of voting Directors then in office that includes at least two Members Directors for each Member shall constitute a quorum for the transaction of business at any meeting of the Board. A majority of the Directors present (though less than such quorum) may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.
- 3.17 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by Chapter 181 of the Wisconsin Statutes, or the Articles of Incorporation or Bylaws of the Corporation.
- 3.18 Action by Written Consent. Any action required or permitted to be taken by the Board at a meeting of the Board, may be taken without a meeting if a consent in writing setting forth the action to be so taken shall be signed by two-thirds of the Directors then in office. A consent under this Section has the same force and effect as a vote of the Board taken at a meeting. If written action is taken under this Section by all Directors, the written action shall be effective when signed by all Directors, unless a different effective date and time are specified in the written consent. If written action is taken under this Section by less than all Directors, all Directors shall be notified immediately of the text of the written consent and of its effective date and time. Failure to provide notice under this Section shall not invalidate the action taken by written consent under this Section. A Director who does not sign or consent to the action taken by written consent shall not be liable for the action. If written notice is required, the written action shall be effective on the date specified in the written consent or on the tenth day after the date on which notice is given, whichever is later.
- 3.19 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board, or a committee thereof of which he or she is a member, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.
- 3.20 Executive and Other Committees. The Board, by resolution adopted by the affirmative vote of a majority of the number of Directors then in office, may create an Executive Committee or one or more other committees, each to consist of not less than three (3) Directors having such power and duties not inconsistent with Section 3.21 hereof or any existing delegation of powers to a committee or Directors, as may be provided in the resolution creating such committee as initially adopted or as thereafter supplemented or amended by further resolution adopted by similar vote.
- 3.21 Non-delegable Powers; Alternative Members; Rules of Committees. No committee of Directors shall be empowered to act in lieu of the entire Board in respect to election of Officers or

the filling of vacancies on the Board or on committees of Directors created pursuant to this Section 3.21. All members of the Board who are not members of a given committee shall be alternate members of such committee and may take the place of any absent member or members at any meeting of such committee, upon request of the chairperson of such meeting. Each committee of Directors shall fix its own rules governing the conduct of its activities, not inconsistent with rules promulgated by the Board, and shall make such reports to the Board of its activities as the Board may request.

ARTICLE IV

OFFICERS

4.1 Officers. The principal Officers of the Corporation shall be a Chairperson of the Board, Vice Chairperson of the Board, a Secretary, and a Treasurer, and such other Officers as may be elected by the Board. Any two (2) or more offices may be held by the same person, except for the office of Secretary. At least one Member Director appointed by each Member shall fill an Officer position at all times.

4.2 Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board at its annual meeting by the affirmative vote of a majority of Directors then in office. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each Officer shall hold office from the close of the annual meeting for a term of one (1) year, or until a qualified successor is elected upon expiration of the term of that Officer, or until that Officer's death, or until that Officer shall resign or shall have been removed in the manner hereinafter provided.

4.3 Removal. Any Officer or agent elected or appointed by the Board may be removed by the affirmative vote of a majority of the Board, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

4.4 Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification, increase in the number of Officers of the Corporation, or otherwise, shall be filled by the Board for the unexpired portion of the current term of said Officer in the same manner as provided for by the appointment of such Officers.

4.5 Duties of Officers. The duties of the Officers of the Corporation shall be as follows;

4.5.1 Chairperson of the Board. The duties of the Chairperson of the Board shall be to preside at all meetings of the Board and to perform such other functions as may, from time to time, be delegated to him or her by the Board. The Chairperson of the Board may attend any meeting of any committee and shall be an *ex officio* member of all committees of the Board.

4.5.2 Vice Chairperson of the Board. In the absence or disability of the Chairperson of the Board, his or her duties shall be discharged by the Vice Chairperson of the Board. The Vice Chairperson shall also perform such other duties as may, from time to time, be delegated to him or her by the Board.

4.5.3 Secretary. The Secretary shall keep the minutes of meetings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; keep a register of the post office address of the Directors; and in general, perform all duties incident

to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairperson of the Board or by the Board.

4.5.4 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds of the Corporation; receive and give receipts for moneys due or payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board.

4.5.5 Other Assistants and Acting Officers. The Board shall have the power to appoint any person to act as assistant to any Officer, or to perform the duties of such Officer whenever for any reason it is impracticable for such Officer to act personally, and such assistant or acting Officer so appointed by the Board shall have the power to perform all the duties of the office to which such person is so appointed to be assistant, or as to which such person is so appointed to act, except as such power may otherwise be defined or restricted by the Board.

4.5.6 Additional Officers. The Board from time to time may appoint such other and additional Officers and give to such Officers such powers and duties (which shall not be inconsistent with the law, the Articles of Incorporation, or these Bylaws) as the Board of Directors deems to be in the best interest of the Corporation.

4.6 Compensation. The salaries of the Officers of the Corporation, if any, shall be the same as other Directors under Section 3.8. Board

ARTICLE V

COMMITTEES

5.1 Executive Committee. The Executive Committee shall consist of the Officers of the Corporation and any Directors appointed to the Executive Committee by the Board of Directors. If the Joint Director is not also an Officer, the Joint Director shall be a member of the Executive Committee. The Chairperson of the Board shall serve as the Executive Committee's chairperson. The Executive Committee shall be authorized to exercise, when the Board is not in session, all powers of the Board specifically delegated and authorized by the Board, except action in respect to election of Officers or the filling of vacancies of the Board or Executive Committee.

5.2 Other Committees. The Board shall appoint from among the Directors or other persons not so affiliated with the Corporation, a Quality Assurance Committee and such other committees as are deemed necessary or appropriate by the Board. Each committee referred to in this Section shall consist of not less than three (3) members to be nominated by the Chairperson of the Board and confirmed by the Board of the Corporation. A person who is not a Director of the Corporation may be appointed to any committee other than the Executive Committee if such person is interested in supporting the purposes of the Corporation and has professional or business knowledge and experience or expertise in a field such that the appointment would be helpful to the committee. Such persons shall be subject to confidentiality obligations as determined by the Board.

5.3 Duties of Other Committees. Each committee appointed pursuant to Section 3.20 shall have or promptly develop a written charter, which shall include a specific description of the duties, responsibilities and procedures pertaining to its operations. Such charter shall be submitted to the Board for review and, upon approval by the Board, shall constitute the charter for the duties, responsibilities and procedures of the committee. Each committee charter shall be reviewed at least annually and revised as from time to time may be appropriate.

5.4 Term of Appointment, Meetings and Reports. The term of appointment for the chairperson and any member of any committee referred to in this Article V shall be one (1) year, and a person serving in such capacity may be reappointed. Except for the Executive Committee, which shall meet at least quarterly, committees shall meet at least semiannually or as required by statute or rule. However, all committees shall meet as often as necessary to fulfill their responsibilities. The chairperson and members of all committees are expected to be diligent in attending committee meetings and to attend not less than three-fourths (3/4) (including attendance by electronic means) of the committee meetings during any fiscal year. Each committee shall maintain a written record of its proceedings, recommendations, and actions and shall make such oral or written reports as the Board may from time to time require.

ARTICLE VI

CONTRACTS, LOANS, CHECKS AND DEPOSITS

6.1 Contracts. The Board may by resolution authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confirmed to specific instances.

6.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board. Such authority may be general or confirmed to specific instances.

6.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board.

6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

ARTICLE VII

LIABILITY

No Director, Officer, agent or committee of this Corporation, or other person shall contract or incur any debts on behalf of the Corporation or in any event render it liable unless authorized by the Board. No Director, Officer, committee or employee of the Corporation, is authorized to promise moral or financial support of any charitable or other objective without the approval of the Board.

ARTICLE VIII

INDEMNIFICATION

Each Director and each Officer, whether or not then in office, shall be indemnified by the Corporation against all costs and expenses reasonably incurred by or imposed upon him or her in connection with or resulting from any civil or criminal action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a Director or Officer of the Corporation, to the extent and in the manner permitted by Sections 181.0871 through 181.0889 of the Wisconsin Nonstock Corporations Act. The foregoing right to indemnification shall include a right to reimbursement of the amounts paid and expenses incurred in settling, compromising or otherwise adjusting any such action, suit or proceeding, for the purpose of avoiding further costs of litigation. The right of indemnification hereunder shall not be exclusive of other rights to which such Director or Officer may be entitled as a matter of law or by agreement. The Corporation shall have the power to indemnify agents and employees of the Corporation to the extent and in the manner permitted by the Wisconsin Nonstock Corporations Act.

ARTICLE IX

CONFLICTS OR DUALITY OF INTEREST

The Board shall adopt and maintain a conflict of interest policy (the "Policy") which is consistent with the provisions of this Article IX. Each Director, Officer and committee member shall sign, as a condition to serving the Corporation in his or her respective role, a statement agreeing to be bound by the terms of the Policy. Pursuant to the Policy, any Director, Officer or committee member having a material financial interest in a contract or other transaction presented to the Board or a committee thereof for authorization, approval or ratification shall make a prompt, full and frank disclosure of such person's interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include any relevant and material facts, known to such person, about the contract or transaction which might reasonably be construed to be adverse to the Corporation's interest. The Board or committee to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist if a conflict is deemed to exist, such person shall not vote on, nor use personal influence on, nor participate (other than to present factual information to or respond to questions) in the discussions and deliberations with respect to such contract or transactions. Such person may be counted in determining the existence of a quorum at any meeting where the contract or transaction is under discussion or is being voted upon. The minutes of the meeting shall reflect the disclosure made, the vote, and, where applicable, the abstention from voting and participation, and whether a quorum was present.

ARTICLE X

CONFIDENTIALITY

The Directors, Officers and agents of the Corporation shall at all times maintain confidentiality with respect to any and all proprietary information of the Corporation and shall only use such information to the benefits of the Corporation. Directors shall inform committee members of such restrictions.

ARTICLE XI

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board. All books and records of the Corporation may be inspected by any Director for any purpose at any reasonable time.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Corporation shall commence on the first day of October each year and every year thereafter.

ARTICLE XIII

CORPORATE SEAL

The Board may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the word "Wisconsin" around the circumference and the words "Corporate Seal" in the center.

ARTICLE XIV

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these Bylaws, the Articles of Incorporation, or the Wisconsin Nonstock Corporation Law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV

AMENDMENTS

The Members shall have the right to propose, approve or reject any amendment, restatement or revision of these Bylaws or the Corporation's Articles of Incorporation.

ARTICLE XVI

CONSTRUCTION

Words which import one gender may be applied to any gender, and words which import the singular or plural may be applied to the plural or the singular, all as a sensible construction of the language so requires.

Exhibit 4

Conflict of Interest Policy

**SCENIC HILLS, INC.
CONFLICT OF INTEREST
POLICY AND PROCEDURE**

PURPOSE:

To define conflict of interest activities and provide guidelines for dealing with potential or actual conflict of interest situations.

POLICY STATEMENT: Scenic Hills, Inc. (the "Corporation") developed this policy because the identification and resolution of conflicts of interest which may exist on the part of Directors, Officers, members of the committees and subcommittees with board-delegated powers, and Key Employees is required by standards promulgated by the Internal Revenue Code and Treasury Regulations governing tax-exempt organizations and state law. This written policy is adopted to meet these requirements, and as a matter of ethics and sound management practice.

DEFINITIONS.

Chairperson means the Chairperson of the Board of Directors.

Committee Member means a member of a committee or subcommittee established by the Board of Directors that has board delegated powers. A member of a committee whose authority is strictly advisory is not a Committee Member for the purpose of this Policy.

Corporation means Scenic Hills, Inc.

Director or Directors means all members of the Board of Directors.

Family Member means spouse, parents, siblings (and their spouses), grandparents, children (and their spouses), and grandchildren (and their spouses), great grandchildren (and their spouses) and others living in the reporting person's home.

Financial Interest means that the individual has directly or indirectly, through business, investment or Family Members, any of the following:

- (a) Current or anticipated ownership or investment interest of 5% or more in a business or entity; or
- (b) Current or anticipated status as a director, officer, manager, or consultant for a business or entity.

Key Employee means, to the extent the Corporation has employees, any person having organization-wide (not just departmental) responsibilities or powers similar to those of officers.

Officers means the Chairperson, Vice Chairperson, Secretary, and Treasurer.

Substantial Contributor means any person or entity who has contributed to the Corporation the greater of an aggregate amount of more than \$5,000 or two percent (2%) of the total contributions received by the Corporation during the current taxable year and the four preceding taxable years; provided, however, organizations exempt under Section 501(c)(3) (both public charities and private foundations) who make contributions will not be treated as Substantial Contributors.

II. POLICY-CONFLICTS OF INTEREST.

- A. An Officer, Director, Committee Member (including a member of a Board-appointed subcommittee), Key Employee, or Substantial Contributor shall be deemed to have a potential conflict of interest in a contract or transaction if he or she, or a member of his or her family, or a business or entity in which

he or she has a financial interest, provides goods or services to Corporation, purchases goods or services to the Corporation, engages in any other business or financial transaction with the Corporation, or directly competes with the Corporation.

Whether serving as an Officer, Director, committee member or Key Employee, each person serves the Corporation in strictly an individual capacity. He or she does not serve in a representative capacity as the agent of, or as a spokesperson for, another organization or entity. All decisions by persons serving in key decision-making capacities within the Corporation should be based on the individual's determination of what is in the best interest of the Corporation, exercising his or her best care and judgment in making that determination.

Officers and Directors who violate this Policy may be subject to disciplinary action as determined by the Board. Key Employees who violate this policy will be subject to disciplinary action up to or including discharge. Non-Key Employees are subject to the Corporation's conflict of interest policy as contained in the employee handbook.

Others may be subject to discontinuation of their affiliation with the Corporation.

B. **Procedures-Ongoing.**

1. **General Procedure.** Any duality of interest or potential conflict of interest, whether direct or indirect, on the part of any Officer, Director, Committee Member, Key Employee, or Substantial Contributor should be disclosed to the Board of Directors and made a matter of record whenever it arises or whenever it involves a matter of Board action. Any Officer, Director, Committee Member, or Key Employee having a duality of interest or a potential conflict of interest in any matter should not vote or use his or her personal influence on the matter, and he or she should not be counted in determining the quorum for a meeting at which the matter is discussed.

Transactions involving persons with conflicts must be approved in advance by a majority of disinterested Directors. Disinterested Directors are those Directors having no direct or indirect interest in the issue or transaction. In order to approve such an arrangement or transaction, the material facts of the transaction and the interested Director's interest in the transaction must be disclosed to the Board, and the Board must first find, by majority vote of disinterested Directors, at a meeting at which a quorum is present, that the arrangement or transaction (i) is in the Corporation's best interest, (ii) is fair and reasonable to the Corporation, and (iii) that after reasonable investigation, the disinterested Directors have determined that a more advantageous transaction or arrangement cannot be obtained with reasonable efforts under the circumstances. The minutes of the meeting should reflect that a disclosure was made, which members were present for the discussion, the content of the discussion, the abstention from voting by the interested Director, whether there was a roll call of the vote, the Board's findings as to the aforementioned standard, and whether or not a quorum was present, considering any abstentions.

A duality of interest does not necessarily constitute a conflict of interest, but once recognized, must in every case be evaluated. It may, in some instances, be so serious that it prevents further participation by the individual in the Board's deliberations. On the other hand, it may be of little or no significance if it has been disclosed. If there is a question in the mind of the individual as to whether a particular duality of interest should be disclosed, then it should be disclosed.

The foregoing requirements should not be construed as preventing the Officer, Director, Committee Member, or Key Employee from briefly stating his or her position on the matter, nor from answering pertinent questions of other members at the meeting since his or her knowledge may be of assistance.

2. **Procedure in Cases of Direct Conflict of Interest.** In cases in which an Officer, Director, Committee Member, Key Employee, or Substantial Contributor has a direct Financial Interest in an arrangement or transaction, the following additional steps may be taken, at the discretion of the Board of Directors:
 - (a) The interested person may be required to leave the meeting for the general discussion of the matter and the Board vote; and/or
 - (b) A disinterested person or committee may be appointed to investigate alternatives to the proposed arrangement or transaction.
3. **Standard for Approval of Conflict Transactions.** In order to approve the arrangement or transaction which involves a direct conflict of interest, the Board must first find, by majority vote of disinterested Directors, at a meeting at which a quorum is present, that the arrangement or transaction is in the best interests of Corporation, is fair and reasonable to them and, after reasonable investigation, the disinterested Directors have determined that a more advantageous transaction or arrangement cannot be obtained with reasonable efforts under the circumstances.
4. **Procedure for Compensation Committee.** Voting members of the compensation committee from which they receive direct or indirect compensation, may not vote on matters pertaining to their own compensation.
5. **Determining Whether to Disclose.** Many circumstances in addition to direct Financial Interests could give rise to a potential conflict of interest, including instances where the actions or activities of an individual on behalf of the Corporation also involve obtaining a personal gain or advantage, or have an adverse effect on the Corporation's interests. For example, to accept gifts, excessive entertainment or other favors from any outside concern that does business with the Corporation or is a competitor of the Corporation under certain circumstances might give rise to a claim that such action was intended to influence or would possibly influence an individual in the performance of his or her duties. (This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and are not related to any particular transaction or activity of the Corporation). Also, to disclose or use information relating to the Corporation's business for the personal profit or advantage of an individual or his or her family would give rise to a claim of conflict. Full disclosure of any such situation or any other circumstances in doubt should be made, to avoid any possible appearance of conflict and permit an impartial and objective review.

C. **Procedures-Initial and Annual Disclosure.**

All Officers, Directors, Committee Members, and Key Employees shall review this Conflict of Interest Policy and complete a Conflict of Interest Questionnaire upon initially affiliating with the Corporation and annually thereafter.

1. **Procedure-Orientation and Initial Disclosures.** Upon election, appointment or the beginning of the term of employment or other contract, individuals newly affiliated with the

Corporation shall receive a copy of this Policy, plus a Conflict of Interest Questionnaire to be completed and returned within two (2) weeks of receipt.

2. **Annual Disclosures.** Each year, at an established time, a designated person within the Corporation shall send disclosure questionnaires and a copy of this Policy to all Officers, Directors, Committee Members, and Key Employees of the Corporation. Persons required to report who have not returned questionnaires will be contacted and follow-up will continue on a regular basis until all questionnaires have been returned. The information disclosed will be used to identify and resolve potential conflicts of interest and to assist in completing IRS and CMS forms.

D. **Procedure for Substantial Contributors.**

1. The Conflict Review Committee shall periodically (but no less often than annually) require management to prepare a list of Substantial Contributors meeting the definition set out in this Policy.
2. The list shall be forwarded to the current Chairperson of the Corporation.
3. Proposed transactions with Substantial Contributors shall be disclosed to the Board prior to considering the transaction.
4. In order to approve a transaction with a Substantial Contributor, the Board must find by a majority vote of Directors, at a meeting at which a quorum is present, that the transaction is in the Corporation's best interest, is fair and reasonable to the Corporation, and after reasonable investigation, the Directors have determined that a more advantageous transaction cannot be obtained with reasonable efforts under the circumstances.
5. If necessary, as determined by the Board of Directors, a disinterested person or committee may be appointed to investigate alternatives to the proposed transaction.

E. **Conflict Review Committee.**

The Board of Directors of the Corporation shall serve as the Conflict Review Committee, unless, in its discretion, it chooses to appoint a committee composed of Directors to assume this responsibility. When questionnaires or interim disclosures of any of the members of the Conflict Review Committee are being reviewed, the member being reviewed shall be excused from the committee's deliberations and action.

The Conflict Review Committee shall:

1. Review a summary of all annual disclosure questionnaires and interim supplemental disclosures from persons subject to this Policy, and review individual questionnaires and interim disclosures as it deems necessary;
2. Review a summary of potential conflicts of interest disclosed in such annual disclosure questionnaires or interim disclosures;
3. Direct the investigation and evaluate, as necessary, of potential conflicts of interest contained in annual disclosure questionnaires or interim disclosures, and conduct additional investigation and evaluation as it deems necessary;

4. Report findings, conclusions, and recommendations to the Board for decision and action;
5. Identify, by position or capacity, the employees to be designated as Key Employees subject to disclosure requirements under this Policy;
6. Direct the preparation of a list of Substantial Contributors and the provision of such information to the Corporation according to the procedure set out in this Policy;
7. Keep complete records of its activities; and
8. Periodically review this policy and its implementation procedures to determine whether any changes are required.

Title:

Date of Review:

Policy Revisions: ___ Yes (see below) ___ No

Summary of Revisions:

SIGNATURE

[Name] [Title]

DATE

SIGNATURE

[Name] [Title]

DATE

SIGNATURE

Board Secretary

DATE

SCENIC HILLS, INC.

Questionnaire to: Officers, Directors, Committee Members, and Key Employees

This questionnaire is submitted to you pursuant to the conflict of interest policy that is attached. Please refer to the policy if you have questions.

Please answer all questions with respect to relationships that you or any of your family members may have with Scenic Hills, Inc. (the "Corporation").

Your answers to the questions below should reflect all current or anticipated relationships and transactions.

1. Do you hold any positions as a director, officer, manager, consultant of, or do you own any Financial Interest in, any business from which you have reason to believe the Corporation obtains or will obtain any goods or services or otherwise conducts or will conduct any transaction or business arrangement?

Yes _____ No _____

2. Do you have a compensation relationship with any business from which you have reason to believe the Corporation obtains or will obtain any goods or services or otherwise conducts or will conduct any transaction or business arrangement?

Yes _____ No _____

3. Do you intend to or does the potential exist that you will have such position, ownership or relationship as set forth in questions 1 and 2 above?

Yes _____ No _____

4. Do you own, in whole or in part, any interest in any mortgage, deed of trust, note or other obligation which is secured in whole or in part by the Corporation or any assets of the Corporation?

Yes _____ No _____

5. Are any of your family members an officer, director or key employee of the Corporation?

Yes _____ No _____

6. Do you have a business relationship with any other officer, director or key employee of the Corporation?

A "business relationship" is defined as any of the following:

1) Being employed by the individual in a sole proprietorship or by an organization with which the individual is associated as a director, officer, key employee or greater-than-35% owner;

2) Transacting business with the individual (other than in the ordinary course of either party's business on the same terms as are generally offered to the public), directly or indirectly, in one or more contracts of sale, lease, license, loan, performance of services or other transaction involving transfers of cash or property valued in excess of \$10,000 in the aggregate during the organization's tax year. Indirect transactions are transactions with an

organization with which the one person is associated as a director, officer, key employee or greater-than-35% owner; or

3) Being a director, officer or greater than 10% owner in the same business or investment entity other than the Corporation.

For the purposes of this question, a "business relationship" does not include privileged relationships such as between attorney and client, medical professional and patient or clergy and communicant.

Yes _____ No _____

If you have answered "Yes" to ANY question above, please list the conflicts or entities and describe the relationship on the lines below. Attach additional sheets if necessary.

By signing below, you acknowledge and agree that:

1. You have received a copy of the current Conflict of Interest Policy of the Corporation and you have read and understand the policy.
2. You understand that the Conflict of Interest Policy applies to the Corporation and to all Officers, Directors, members of committees and subcommittees having board-delegated powers, and Key Employees.
3. You understand that your answers to all questions are to relate to the Corporation with respect to current and anticipated relationships and transactions.
4. You understand that the Corporation is a charitable organization and that in order to maintain its tax-exempt status it must continually engage primarily in activities that accomplish one or more of their tax-exempt purposes.
5. You will comply with the Conflict of Interest Policy, including reporting any changes in the foregoing responses that may result from changes in circumstances prior to the next questionnaire.

Name: Please PRINT or TYPE

Signature

Attachment: Conflict of Interest Policy

Date

**CONSENT IN LIEU OF MEETING
OF THE
MEMBERS
OF
SCENIC HILLS, INC.**

The undersigned being all the Members of Scenic Hills, Inc., a Wisconsin nonstock corporation (the "Corporation") hereby consent, pursuant to the Wisconsin nonstock corporation statutes, to the adoption hereof and do hereby adopt the following amendment to the Articles of Incorporation and amendments to the Bylaws and declare them to be in full force and effect as if adopted at a regularly or specially held meeting of the Members of the Corporation.

1. **Amendment to the Articles of Incorporation:** Delete and replace Article X as follows:

The Corporation may make distributions or other payments pursuant to Wisconsin Statutes sections 181.1302(3) or (4), as amended, in accordance with the Corporation's Bylaws.

2. **Amendments to the Bylaws:**

a. **Amendment 1.** Delete and replace Section 1.4 as follows:

1.4 **Corporate Distributions and Dissolutions.** The Corporation shall be authorized to make distributions or other payments to another domestic or foreign corporation, provided that no such distribution or payment shall be made unless all of the following are true:

1.4.1 Such distribution or payment is approved by the Members and at the time of such distribution or payment, the distribution is made either:

(a) To nonprofit corporations, in which case:

(i) The distribution or other payment is made in accordance with the purposes of the Corporation, as set forth in this Article I;

(ii) Notwithstanding the distribution or payment, the Corporation would be able to pay its debts as they become due in the usual course of its activities, and the Corporation's total assets would equal at least the sum of its total liabilities;

(iii) Notwithstanding the distribution or payment, the Corporation would be able to maintain all legally- or contractually-required debt ratios or cash on hand amounts; and,

(iv) The recipient of such distribution or payment (i) may not distribute any part of its income to the Members, Directors, or Officers and (ii) is exempt from taxation under Section 501(c)(3).

(b) To governmental entities, in which case:

- (i) The distribution or other payment is made in accordance with the purposes of the Corporation, as set forth in this Article I;
- (ii) Notwithstanding the distribution or payment, the Corporation would be able to pay its debts as they become due in the usual course of its activities, and the Corporation's total assets would equal at least the sum of its total liabilities; and,
- (iii) Notwithstanding the distribution or payment, the Corporation would be able to maintain all legally- or contractually-required debt ratios or cash on hand amounts.

1.4.2 Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all distributable assets of the Corporation to an organization exempt under section 501(c)(3) of the Internal Revenue Code, for one or more exempt purposes within the meaning of that section, or corresponding section of any future federal tax code, or distribute such assets to the federal government, or to a state or local government, for a public purpose pursuant to a plan of dissolution approved by the Members.

b. **Amendment 2.** Delete and replace Section 2.9.3 as follows:

2.9.3 Approve strategic plans and capital and operating budgets. The Board shall submit to the Members any modifications to strategic plans and capital and operating budgets.

Upland Hills Health, Inc., Member

By: _____

Title: _____

Date: _____

Iowa County, Member

By: _____

Title: _____

Date: _____