

**AMENDED AGENDA**

Public Works Committee
Monday, February 3, 2020 – 5:00 pm
Health & Human Services Center – Community Room
303 W. Chapel Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

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

Any subject on this agenda may become an action item.

1	Call to order.
2	Roll Call.
3	Approve the agenda for this Monday February 3, 2020 meeting.
4	Approve the minutes of the January 2, 2020 meeting.
5	Report from committee members and an opportunity for members of the audience to address the committee. No action will be taken.
6	Land Conservation update: A. Quarterly Report B. 2020 Work Plan
7	Review “Batch Atlanta” Policies for Departments reporting to the Committee: A. Policy# 1106.1 Utility Accommodation Policy Supplemental Provisions. B. Policy #1119 Charging of Fees for Services
8	Consider Rescinding Resolutions numbered 5-0405 and 8-0610 regarding Segregating Paint Program Equipment Revenues for Paint Program Equipment Replacement within the Highway Fund.
9	Highway Commissioner’s Report A. January 27 Rough Road Listening Session recap – Storti. B. Highway Funding Solutions Committee update. C. 2018-2023 Six Year State Department of Transportation Program – Iowa County. D. Truck #189 Frame Repairs. E. 7-Year Warranties and Warranty Repairs – Truck #192. F. 2019 Financial Report process and inventory close out. G. RTVision implementation update.
10	Set date and time for next meeting – Monday March 2, 2020 at 5:00 P.M.
11	Adjournment.
Posting verified by the County Clerk’s Office: Date: Initials:	



UNAPPROVED MINUTES
Public Works Committee
Monday January 6, 2020– 5:00 pm
Health & Human Services Center – Community Room
303 W. Chapel Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

- 1 The meeting was called to order by at 5:00 P.M. by Chair Sup. Gollon.
- 2 Roll Call. All Members present: Chair Gollon, Supervisors Butteris, Leix, Masters, Storti, and Meyers. Others Present: Commissioner Hardy, Administrator Bierke, Accounting Specialist Champion, Supervisor Sudmeier, Sups Deal, Peterson and Namkee.
- 3 Sup. Storti moved to approve the agenda for this meeting. Sup. Butteris seconded the motion. Carried unanimously.
- 4 Sup. Storti moved to approve the minutes of the meeting. Sup. Butteris seconded the motion. Carried unanimously.
- 5 Comments from the public or committee. Mark Paylen from Highland requested the committee to explain why the bidding process stopped without notice for the running of the park recreations by private business, and if an economic study had been done to identify if local businesses could provide the services.

Sup. Peterson asked about the No Solar Trucks signage. The signs are placed per the approved signage plan. Commissioner Hardy will follow up and verify that they are placed per the plan.
- 6 2015 Blackhawk Lake Operations Agreement – Land Conservation Committee. Commissioner Hardy identified a concern on page 12 of the current agreement, which causes a conflict. The agreement states the park commission shall maintain all roads in the park, but a prior County Ordinance from the 1990's designated the main roads maintenance to the County Highway Department. The committee reviewed the map and resolution. In addition, the roads are listed as a portion of the maintenance of effort for General Transportation Aids, which would need to be amended depending on jurisdiction. The committee concluded the agreement should be submitted to Corporation Council for review. It was moved by Leix and seconded by Masters to postpone further discussion until Corp Council is hired and has responded with review and recommendations regarding road maintenance and rentals from private business in the park versus park operations..
- 7 Tri-County Airport flooding issues were discussed. The airport manager Mark Higgs reported that the airport is back operational. The café has been operational for 3 weeks. Terminal one is open but stills needs some remodeling work completed. There was a setback with the winter rain. Flood insurance paid \$102,000 to the airport for damages incurred. Richland County had built a temporary diversion ditch with DNR concurrence to assist with draining the area. However, the ditch has a temporary permit; which is valid until October 2020 at which point a further resolution to the problem will be needed. Potentially the two counties; Richland and Sauk; would need to create a drainage district(s) to solve the area wide issues, which the airport is a part of not responsible for. Discussion of Tri-County Airport Commission meetings by Storti and Deal. Discussion of the Tri-County Airport operations agreement and improvements. Discussion and circulation of a resolution from Bierke regarding notification to Richland and Sauk counties of withdrawal from the Tri-County Airport Commission by Iowa County. Discussion of the resolution, tri-county agreement, flooding, and other items. Motion by Masters and

	seconded by Storti to recommend approval of the resolution providing notification to Richland and Sauk Counties of Iowa County's intent to withdraw from the agreement during 2020 effective on 1/01/2021 and forward to the Iowa County Board for further consideration. Motion passed unanimously.
8	Commissioner Hardy presented the ATV-UTV Ordinance route adoption process and current routes. The clubs can request annually in November for new routes per the Ordinance. Hardy provided a map of the County illustrating roads by functional classification and the current ATV/UTV adopted routes. Roads in Iowa County are identified as Principal Arterial (which are in essence a state highway), Major Collector, Minor Collector, and Local or Low Volume roads. Hardy reported about 35% of the existing atv/utv routes are on Principal Arterials or Major Collectors. The remaining 65% are on Minor Collectors or Local Low Volume classified roads. Some discussion of users of the various roads, and potential issues which may arise as a result of increased traffic which travels at varying speeds. Discussion by Sup Gollon and Peterson recommended not to use major collectors for routes and to use town roads, or low volume classified roads as much as possible. Major Collectors and above should be utilized as a connector when no other options exist. Motion by Gollon, seconded by Masters to recommend the Highway Commissioner include verbiage in the ATV/UTV Ordinance to discourage use of Major Collector and Principal Arterial classified roads as primary atv/utv routes. The Ordinance is scheduled for consideration by the committee at their March meeting.
9	Discussion of the Highway Grant application for state and federal cost share for CTH F and CTH T. Discussion of the project timeline for the CTH F project and the issues faced with its' completion. Discussion of the project costs and the timing or phasing of the work depending on funding availability. The committee discussed and considered adopting a resolution in support of both the projects and committing local cost share funding to complete the projects. Motion by Leix and seconded by Storti to draft a Resolution for the support of state or federal funding of the CTH F project and submit to the county board for approval.
10	Commissioner Hardy presented updates of the Highway Department. The Highway Funding Solutions Committee met in December and elected officers. Chair Sup Peterson, Vice Chair Sup. Ray, and Secretary Sup. Nannkee. Summary of Vehicle Registration fees and funding amounts by plate type in Iowa County. To-date the VRF have provided about \$2.5 million of the \$8.5 million in improvements for the various projects which have been undertaken. The committee has been discussing project types, road improvements, preventative maintenance, and the backlog of improvement projects. The next meeting will discuss referendum process and the dollar value to identify for borrowing or a levy lift increase for the ballot question. Hardy reviewed the Revenue and Expense with Year End Projections. Hardy identified and discussed the 2020 Asphalt Dryer Drum repairs needed. The 2020 Routine Maintenance with the State of Wisconsin Department of Transportation will be about 1.7 million. The Paint agreement has increasing considerably since 2009 from \$325,000 to an estimated \$625,000 for 2020. Hardy updated the committee on the issues surrounding the CTH BB interchange project and the DRAFT Resolution forwarded to WisDOT for review and signature for the CTH BB right of Way. Hardy provided an update on the Truck Shed heating system repairs and bids. Collings and Hying was awarded an agreement for approximately \$31,000 for heating system replacement and repairs.
11	The next meeting date is scheduled for Monday January 6, 2019 at 5:00 P.M.
12	Sup. Storti moved to adjourn the meeting. Sup. Butteris seconded the motion. Motion carried unanimously. Meeting adjourned at 6:55 P.M.



LAND CONSERVATION DEPARTMENT

2019 ANNUAL REPORT

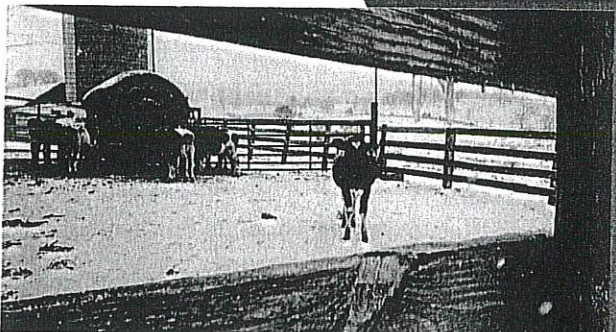
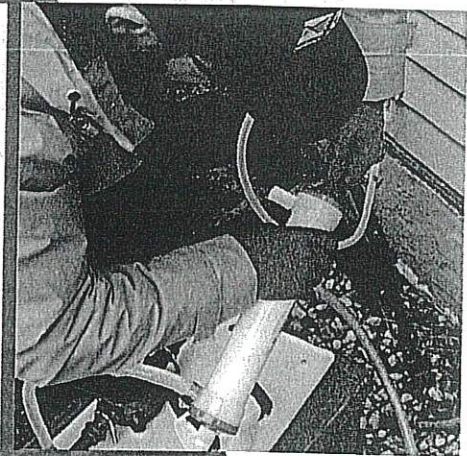


GENERAL

- Completed new manure storage ordinance with Planning & Development.
- Provided county tour to Lacey Cochart of DATCP and Matt Krueger of WI Land + Water.

PARTNERSHIPS AND SPECIAL PROJECTS

- Partnered with Grant and Lafayette Counties to continue the two-year Southwest Wisconsin Groundwater and Geology study.
- Gave seven presentations on the groundwater study, including to the Water Quality Task Force
- Continued to participate in the Southwest Grasslands Network, Lowery Creek Partnership, and Iowa County Uplands Farmer-led Watershed group
- Continued NRCS joint meetings; organized meetings with UW-Extension and DNR to explore new collaboration opportunities

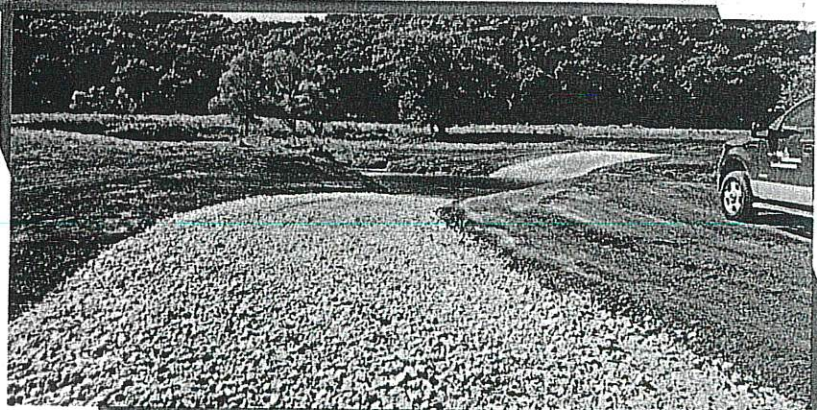


NUTRIENT MANAGEMENT PLANNING

- 12 plans cost-shared totaling 2,226 acres and \$62,428.76
- Assisted UWEX and UW with training 14 farmers & landowners to write their own plans
- Held meetings with 5 Certified Crop Advisors to improve communication and collaboration

SOIL AND WATER PROJECTS

- Projects completed totaling \$30,935 of cost-share: 1 streambank stabilization, 1 grassed waterway, 1 spring development, 11 well decommissions
- Projects designed for next spring totaling \$23,885 of cost-share: 5 stream crossings, 1 spring development, 2 well decommissions



CONSERVATION RESERVE ENHANCEMENT PROGRAM

- 17 agreements completed covering 209.3 acres and totaling \$67,586.59 in payments
- Completed one perpetual easement agreement and monitored five perpetual easements

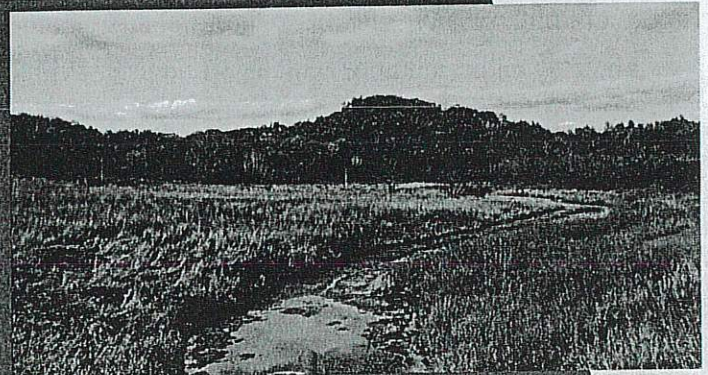


FARMLAND PRESERVATION PROGRAM

- 735 farms have Certificates of Compliance, covering 160,022.68 acres which equates to over \$1.2 million in tax credits
- Completed 187 compliance site visits, working with 39 that were found non-compliant
- Established contour strips on 7 farms

COUNTY-OWNED DAMS

- All 11 dams had annual inspections and were mowed by Highway Department
- Dams were checked multiple times after heavy rains and cleared of debris. The valve on one dam was inspected and will need to be replaced
- Partnered with UW-Platteville students for their senior project on dam effectiveness



OUTREACH AND COMMUNICATIONS

- Co-organized the Iowa County Youth Conservation Field Day for 160 sixth graders
- Assisted the Iowa County Uplands Farmer-led Watershed Group with two events
- Presented conservation awards and set up display at Farmers Appreciation Day
- 2 newsletters sent out to over 2,000 farmers and landowners in the County
- Demonstrated the new rainfall simulator at 8 events
- Led two stations at Highland High School's soils field day
- Co-organized and co-led a streambank workshop in the Lowery Creek watershed

Land Conservation Department 2020 Work Plan summary

Long-term Goal 1: Increase farmland and infrastructure resilience to heavy rains and drought

Objective 1a: Promote farmland practices that improve infiltration and soil health

- Continue rainfall simulator demonstrations for farmers and youth audiences (4H, FFA)
- Include practices and benefits info in newsletter and website
- Organize a field day or workshop focused on soil health, resilience, including possible equipment demonstrations
- Continue partnerships with Extension and farmer-led groups on events & outreach

Objective 1b: Keep County-owned dams functioning

- Complete inspections and mowing of all dams
- Work with Planning & Development on TP4 & OC12 low hazard ratings
- Continue minor repairs, weed control, and tree/brush removal
- Inspect and clear debris after rain
- Complete replacement of TP7 valve, including applying for a municipal dam grant
- Arrange beaver control and lodge/dam removal as needed
- Work with DNR on Emergency Action Plans and Operation Plan update if needed

Long-term Goal 2: Facilitate farmer investment in conservation practices

Objective 2a: Address financial and other barriers to implementation

- Hold a workshop for landowners about conservation-friendly farm leases and practices
- Promote CREP/CRP for low-productivity or flood-prone portions of fields, including a possible direct mail (w/ Pheasant Forever)
- Use website, newsletter, events, and brochures to share conservation success stories, promote cost-share and incentive programs, and demonstrate financial benefits
- Explore options for using SEG money for cover crop or no-till incentive

Objective 2b: Increase farmer engagement in NMP process and use of their plans

- Continue NMP training and update classes
- Promote NMP to non-FPP participants and those with expiring soil tests
- Communicate with CCAs about program needs & process

Long-term Goal 3: Improve Groundwater Quality

- Continue SWIGG study; work with team on press releases & presentations; work w/ new Extension Water Resource educator
- Hold a public workshop re: well testing, maintenance, & finding records
- Include groundwater considerations when discussing manure spreading or fertilizer applications

Long-term Goal 4: Facilitate a culture of conservation in the farm community

Objective 4a: Farm-related businesses understand conservation standards and practices

- Add manure haulers to newsletter/event invite mailing list
- Arrange 2-3 meet & greets with business contacts; explain practices/standards and gauge support/barriers

Objective 4b: Area youth are aware of and engaged in conservation

- Implement annual Youth Conservation Field Day
- Explore 4H, FFA, and Scout partner opportunities (bluebird house building at Bloomfield Prairie, possible soil health project in future Fair Book, help them earn a badge, etc)
- Continue poster/speaking contest; increase participation

Objective 4c: Recognize farmers for their efforts

- Present and promote Farmers Appreciation Day awards; paper/newsletter articles
- Explore other recognition methods (yard signs for winners?)

Long-term Goal 5: Increase NR151 Compliance

Objective 5a: Implement core programs

- Complete FPP compliance visits and follow up with schedules of compliance
- Complete contouring requests
- Obligate all cost-share funding; complete all extended projects

Objective 5b: Increase compliance of non-participants

- Increase awareness of NR151 standards
- Communicate about new manure storage & management ordinance
- Share manure spreading advisory alerts

Long-term Goal 6: Improve surface water quality

- Promote and administer CREP; place CREP field signs
- Monitor CREP perpetual easements
- Possible TRM grant application with Michael Fields Ag Institute for 9 Key Element Watershed Plan implementation
- Conduct transect survey in impaired watersheds and other priority watersheds
- Finalize MDV plan and implement projects

Long-term Goal 7: Improve office organization and tracking

- Continue to organize paper & electronic files and scan critical documents
- Organize/implement office move
- Continue mapping program participation
- Coordinate/facilitate office move

AGENDA ITEM COVER SHEET

Title: Highway Department Policies for Utility Accommodation and Charging of

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Consider polices 1106.1 Utility Accommodation Policy Supplemental Provisions and #1119 Charging of Fees for Services to Customers of the Highway Department.

RECOMMENDATIONS (IF ANY):

Recommend to approve and forward to the County Board

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copies of the policies

FISCAL IMPACT:

None

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-15 Minutes

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

BLANK



Utility Accommodation Policy Supplemental
Conditions

Date Originated: 01/30/2019

Date of Modifications:

Policy Number: 1106.1

1. PURPOSE:

The Utility Accommodation Policy #1106 provides general guidelines and requirements for owners of public or private utilities permitted or allowed to be within the County Trunk Highway right of way by issuance of a Utility Permit or a Work in Right-of-Way Permit and a Private Utility Agreement. Policy #1106 was created to be a standard statewide generic permitting process for all counties by the Wisconsin County Highway Association, and is similar to the WisDOT UAP for consistency across the state. Section 96.90 is reserved for county specific criteria regarding permits within the specific county. This Policy clarifies the Section 96.90 special conditions and provides supplemental information pertaining to the type of work, construction standards, restoration requirements, and other concerns with work performed by others within the County highway right of way.

2. ORGANIZATIONS AFFECTED:

Any organization, entity, business, or private individual requesting to install a public or private utility within the County Trunk Highway right of way.

3. POLICY:

This policy shall supplement Policy #1106 Utility Accommodation Policy to provide general guidelines and special considerations for utility installations within Section 96.90 and pertaining to restoration of the County Trunk Highway and right of way.

4. REFERENCES:

Policy #1106 Utility Accommodation Policy. Wisconsin State Statutes CH 83.0 County Trunk Highways, 86.0 Miscellaneous Highway Provisions, and 196.0 Regulating Utilities.

5. PROCEDURES:

The Wisconsin County Highway Association (WCHA) Utility Accommodations was created to develop uniform consistent policies and procedures statewide for utility installations (adopted as Iowa County Policy #1106). The original version was made effective on January 2000 with a revision effective August 2012. The County adopted the WCHA Utility Accommodation Policy in January of 2014, then as Policy #1106 Utility Accommodation on September of 2018. Section 96.90 of the policy is to contain supplemental or special considerations for utility installations by county. This Policy creates and clarifies the special supplemental considerations for utility installations within Iowa County.

All public utility permit requests shall utilize the standard WCHA permit application, an example of which is contained within Section 96.12 of Policy #1106. A public utility permit may be submitted by any company, business, or entity who is either regulated by actions of the Public Service Commission or is a company working on behalf of those public utilities in accordance with the provisions within Policy #1106 and Wisconsin State Statutes Chapter 196.0 Public Utilities.

Private utilities are those which are owned by a citizen, resident, business, or other entity which resides on or along the County Trunk Highway system, who is requesting to install a self-owned supply service utility for fluids, gases, telecommunications, communications, or similar types of

infrastructure between properties they own and operate. Private utility installation requests shall be made on a County Work in Right-of-Way Form, an example of which is attached to this policy as section 96.96. The utility installed by the private party is intended solely for the use of the permittee. The utility installation public or private will be subject to the conditions within Policy #1106 and these special supplemental considerations. In addition, private utility installations will be regulated by special conditions within a Private Utility Agreement, see Section 96.97 for an example thereof.

These conditions shall satisfy the requirements within the WCHA Utility Accommodation Policy (Iowa County Policy #1106), with regards to Section 96.90 Appendix.

DRAFT

SECTION 96.90: IOWA COUNTY HIGHWAY DEPARTMENT

Utility Accommodation Policy Supplemental Conditions

Effective February 2019

- 1) **Trench Construction (Utility Accommodation Policy #96.53A and Diagram 96.94)** – backfill with a minimum of 6 to 12 inches of compacted granular material or sand immediately surrounding and adjacent to protect a utility's facility being installed. Above the protection zone, spoils from the existing trench excavation or similar non-organic material shall be compacted in 6 to 8 inch lifts to sub-grade in order that the excavated trench area shall have similar frost properties as the adjacent sub-grade materials to minimize settlement. Unless there is less than 24 inches of backfill between the utility facility's required cover materials and the sub-grade; then compacted granular material will be utilized for all backfilling.
 - A. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of the Code of Federal Regulations Occupational Safety and Health Association (OSHA); the Wisconsin Department of Work Force Development regulations; the Code of Federal Regulations Manual of Traffic Control and Devices; Standard Specifications for Sewer and Water Construction in Wisconsin, current version; and other applicable local regulations.
 - B. No open-cut trenching of the roadway will be allowed, unless illustrated on the permit submittals; specifically authorized by the Department; or where the pavement is too narrow to maintain one-way traffic at all times unless the Department has granted permission for a detour or temporary road closure. The utility shall be responsible for the detour signage in accordance with Section 96.51 of Policy #1106 Utility Accommodation.
- 2) **Pavement Restoration** – Pavement replacement for open-cut trenches will be in-kind with a minimum of 12 inches of nominal 3 to 6 inch Breaker Run, 8 inches of nominal $\frac{3}{4}$ or 1-1/4 inch crushed aggregate dense base coarse, and 4 inches of hotmix asphalt pavement installed in a minimum of 2 equal lifts. The utility shall minimize the length and width of the open-cut trench to those necessary for installation of the facility and protection of the workers in compliance with the OSHA excavation standards. The utility shall be responsible for future trench repairs due to settlement.
- 3) **Plans/Diagrams** – Utility plans may be prepared on copies of right of way plans or Highway plats, where available. Other utility diagrams will be accepted, only if the highway right of way is properly depicted and the location of the existing and new utility proposal by the utility performing the installation is located and/or dimensioned with regards to the centerline offsets on the drawings, right-of-way illustrated, and intersections depicted.
- 4) **Project Completion** – When the utility contractor has completed the work and restored all disturbed areas, a notice shall be filed with the Highway Department stating the work is completed along with a reference to the permit number under which the work was completed. The Department will review the project upon notice by the company of the completion of the work to address any deficiencies. Upon notice of any deficiencies, the utility shall correct the work to be within compliance of the permit within thirty (30) days of the notice to do so. If no action by the utility permittee after the expiration of thirty (30) days' notice, the Department may complete or make the corrective repairs and charge all incurred expenses to the utility company or permit holder.
- 5) **Filing of Permits** – The Commissioner will accept permit requests on properly filled out forms, including drawings and all attachments by mail or email. If submitting by mail, the permit fee must accompany the permit along with one copy of the drawings. If submitting via email, permits should be sent to Highway@iowacounty.org. In either case, hard copies

will be provided to the permit contact when permits are approved. Emailed drawings shall be in Adobe PDF file format, and a copy of the permit fee check should be included or a business card contact for billing. All checks shall be issued and mailed to the:

Iowa County Highway Department

1215 N Bequette Street

Dodgeville, Wis. 53533

PH (608) 935-3381

- 6) **Maintenance Work** – Utility maintenance work may be completed without a permit in accordance with the Utility Accommodation Policy Section 96.61 (D), 96.62 (E), and/or 96.63 (F), which is a part of Policy #1106. Allowance of the activity without a permit does not release the Utility Company from a responsibility to notify. The utility company shall notify the Department when and where they will be performing maintenance work, along with a point of contact and contact information for the person in charge of the work. When maintenance work consists of tree trimming, tree removal, woody vegetation removal, clearing and/or brushing, or other similar duties; the utility company shall notify the landowners of the work being performed and utility representative in charge of the work along with their contact information. During removal of trees, the landowners whose land is contiguous to the right of way along the removal project shall have a right to refusal for firewood of the tree or trees being removed.
- 7) **Signage and Marking Requirements.** Utility applicants shall be responsible for placing, setting, and maintaining any and all signage or other devices utilized for marking of utility locations of any above ground penetrations or facilities as specified within Section 96.21 of the Utility Accommodation Guide Policy #1106. Signage utilized for marking of or underground facilities shall be in compliance with the following:
- A. Signs shall be placed within two (2) feet of the fence or right of way line in such a manner that the face of the sign parallels the highway centerline and shall be so adjusted to height to not impair vision at intersection, curves, railroad crossings, or private entrances.
 - B. Signs may be erected at the following locations:
 - i. On one or both sides of a public highway or railroad right of way under which the underground utility line crosses.
 - ii. One side or both sides of a stream wider than fifty (50) feet. In navigable streams, additional signs may be erected in the stream at locations agreed to by the authority having control of the navigation.
 - iii. One side of a small stream or drainage ditch.
 - iv. At such intermediate points that signs are located at intervals of no less than ½ mile.
 - v. At other points as agreed to in the utility permit.
 - C. Signs shall be rectangular in shape and not larger than 24" X 18" when mounted horizontally or 12" X 18" when mounted vertically. Adequate contrasting color combinations for signs may be selected at the discretion of the utility, except the following two-color combinations are specifically prohibited:
 - i. Black on federal yellow
 - ii. White on red (except where required by other legal authority)
 - D. Signs shall not be reflectorized or illuminated.
 - E. Signs may include a warning message and an arrow indicating direction of the line(s). Arrows may be separated by messages, in which case the arrow sign shall be 4" X 12" in size. The warning sign shall carry the name, address, and telephone number of the owner of the line. Lettering shall not exceed 1" in height. No other advertising other than the company logo or insignia may be

present. Logos or insignia shall be no greater than 20% of the vertical sign or a minimum of 1" in height.

- F. All signs shall be erected, maintained, and replaced as required by the company owning the utility. Permission to erect these warning or locate signs in no way constitutes assumption by the highway maintaining authority of any liability for any damages to the line(s) for any work performed or for said highway authority.

- 8) **Flagging Requirements** – Utility applicants shall be responsible for determining the Means and Methods of operations to carry out the work. The applicant shall specifically request in the permit for lane closures or detours when they determine they are necessary and warranted for the completion of their work. Determination for the use of lane closures or detours shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) guidelines in Section 6E Flagger Control or 6F Temporary Traffic Control. As a minimum, permit applicants shall utilize flaggers for the following conditions:

- a. When they encroach into any lane of traffic such that the width from the centerline of the road to the encroachment is less than ten (10) feet.
- b. When any equipment is parked or left on the paved surface of the highway utilized for vehicle travel or between centerline and edgeline pavement markings

All flaggers utilized on the County Highway system for directing traffic shall be certified in accordance with the Wisconsin Department of Transportation (WisDOT) Flagger Certification requirements within the current WisDOT Flagger Handbook. And, shall be in possession of a Flagger Certification card as issued by WisDOT.

- 9) **Environmental Concerns** – Utility applicant shall fill out and investigate any environmental concerns in accordance with the Utility Accommodation Policy requirements and State Statutes or Administrative Codes. An environmental checklist form is provided for situations where archaeological/historical significant areas, contaminated UST's or LUST's sites, or other environmentally sensitive issues are encountered. When the above issues are encountered on a utility project, the utility shall halt all work in the vicinity of the area of significance and notify the Department. Utility shall work with the Department of Natural Resources to resolve those issues when encountered during construction in accordance with section 96.08 of Policy #1106. Utility shall also have in place a method for dealing with invasive species in accordance with Administrative Code NR 40.

- 10) **Private Utility Installations** – requests for installation for a privately owned or held utility line by a resident, citizen, or business shall also be subject to the conditions of the WCHA Utility Accommodation Policy #1106. In addition, the permittee shall sign a Private Utility Agreement, prior to commencement of the work. A sample Private Utility Agreement Form is in Section 96.96, and attached hereto.

See the following sections for additional supplemental information:

Policy #1106 Section 96.12 Figure 1.0 Sample Utility Permit Form.

Policy #1106 Section 96.64 Private Utility Facilities

96.90 These special conditions.

96.91 Summary of Permit General Conditions

96.92 Utility Indemnification of the County

96.93 Diagram of minimum required utility feature clearances.

96.94 Backfilling excavation diagrams.

96.95 Environmental Conditions Discovery Checklist.

96.96 Completion Certificate

96.97 Private Utility Work in Right-of-Way Permit Form.

DRAFT

SECTION 96.91: GENERAL CONDITIONS for Private/Public Utility Permits:

- All traffic control for utility work performed on County Trunk Highways shall abide by the current version Manual of Uniform Traffic Control Devices and all Federal Highway Association (FHWA) supplements, the Wisconsin supplement thereto, and the most current version of the UW-Transportation Information Center booklet Work Zone Safety Guidelines for Construction, Maintenance and Utility Operations.
- All utility work shall be planned and implemented with full regard for safety and to minimize interference with traffic, which includes pedestrian, bicycle, ATV-UTV, and other users. On heavily travelled highways, utility work interfering with traffic may not be allowed during peak traffic hours. Any such work allowed shall be planned to minimize the closure of intersecting streets, road approaches, private driveways, and other accesses.
- No utility work shall begin until all appropriate warning signs, devices, and public protection methods are in place and fully functional, which shall be maintained until all utility work is complete.
- All warning signs shall have prismatic, reflectorized sheeting material that complies with section 643.2.12.2 of WisDOT's Standard Specifications for Highway and Structure Construction, current edition. Warning signs shall be removed, covered, turned, or laid flat when worker's or worker's vehicles are not on the job site or when the signs' messages are not relevant. All barricades, barrels, or cones shall be reflectorized with Type H reflective sheeting as a minimum. Cones utilized during nighttime operations shall be at least 28 inches in height and reflectorized.
- The utility is responsible for marking and maintaining all aboveground structures in accordance with section 96.21 of Policy #1106. The County will not be responsible for any damages to aboveground utility structures which are not adequately and properly marked.
- The utility or its contractor performing the work is responsible to assure the work site is secure against any hazard to the public at all times for the duration of the project. Vehicles, equipment, and materials, which are in active use at the work site; shall be regulated by the utility to assure consistently safe conditions are maintained.
- Utility hardware, equipment, materials, or vehicles that are located at the work site but not in the immediate (same day) use should be stored in a safe location off of the right-of-way. If it is not practical, then the equipment, hardware, or materials may be stored beyond the Clear Zone as close to the fence or right-of-way line as is possible, and suitably marked.
- Vehicles and equipment operating at the work site shall have high intensity flashing (strobe or revolving) and hazard warning lights operating when they are within the Clear Zone during work operations. Vehicles and equipment left within the right-of-way; but off of the highway overnight, shall be properly delineated and protected by reflective or flashing beacons.
- All utility, contractor, or other personnel associated to the permitted work who are out of their vehicles and within the right of way shall wear retro-reflective safety vests at all times.
- All debris, refuse, and waste resulting from the utility's activities shall be removed from the jobsite and motorists' view. Burning of cuttings, brush, or other debris shall not be permitted within the right-of-way, and may require a burn permit depending on the location in the county.
- The utility is responsible for restoring the highway and adjacent right-of-way to its original condition within one week after completion of the facility installation. Long duration projects shall be structured so as to minimize the timeframe of soil disturbance, and completed in phases.
- Any, curb, gutter, pavement, sidewalk, driveway, gravel base, ballast, shouldering material, drainage way, or other highway element disturbed by the utility shall be restored to the quality, grade, compaction, conditions etc. in accordance with WisDOT's Standard Specifications for Highway and Structure Construction, current edition. Any subsequent heaving, settling, or other faults attributable to the permitted work shall be repaired in a manner satisfactory to the

Department at the utility's expense (see section 96.94 backfilling excavation operations guidelines).

- Open-cut trench excavations shall be backfilled with 6 inches to one foot of compacted granular material or sand immediately to and adjacent to protect a utility's facility being installed. Above the protection zone, spoils from the existing trench excavation or similar non-organic material shall be compacted in 6 to 8 inch lifts to sub-grade in order that the excavated trench area shall have similar frost properties as the adjacent sub-grade materials, unless there is less than 24 inches of backfill between the utility facility's required cover materials and the sub-grade; then compacted granular material will be utilized for all backfilling.
- No open-cut trenching of the roadway will be allowed, unless illustrated on the permit submittals; specifically authorized by the Department; or where the pavement is too narrow to maintain one-way traffic at all times unless the Department has granted permission for a detour or temporary road closure.
- Pavement replacement for open-cut trenches will be in-kind with a minimum of 12 inches of nominal 3 to 6 inch Breaker Run, 8 inches of nominal $\frac{3}{4}$ or 1-1/4 inch crushed dense base coarse, and 4 inches of hotmix asphalt pavement installed in a minimum of 2 equal lifts. The utility shall minimize the length and width of the open-cut trench to those necessary for installation of the facility and protection of the workers in compliance with the OSHA excavation standards. The utility shall be responsible for future trench repairs due to settlement.
- Any turfed area of the highway disturbed by the utility shall be restored with topsoil having a minimum depth of 4 inches, and reseeded with perennial grass or sodded. Trees or vegetation which are destroyed shall be replaced in-kind. Once replaced, the utility shall also maintain turfed areas, trees, and vegetation management areas until sustained growth occurs.
- The utility shall respond to any soil disturbance by promptly replacing the soil and topsoil and/or temporary seeding and mulching the soil. This includes repairing equipment or vehicle tracks that may disturb soils.
- Section 96.50, the utility shall follow Administrative Code NR40 and the Department of Natural Resources (BMP'S) Best Management Practices for control of invasive species.

SECTION 96.92: INDEMNIFICATION

The utility and its' contractor(s) shall be responsible for all means and methods with regards to the construction and maintenance of the utility installation. The applicant, utility, and contractor shall indemnify the County, its' employees, and agents in accordance with the following:

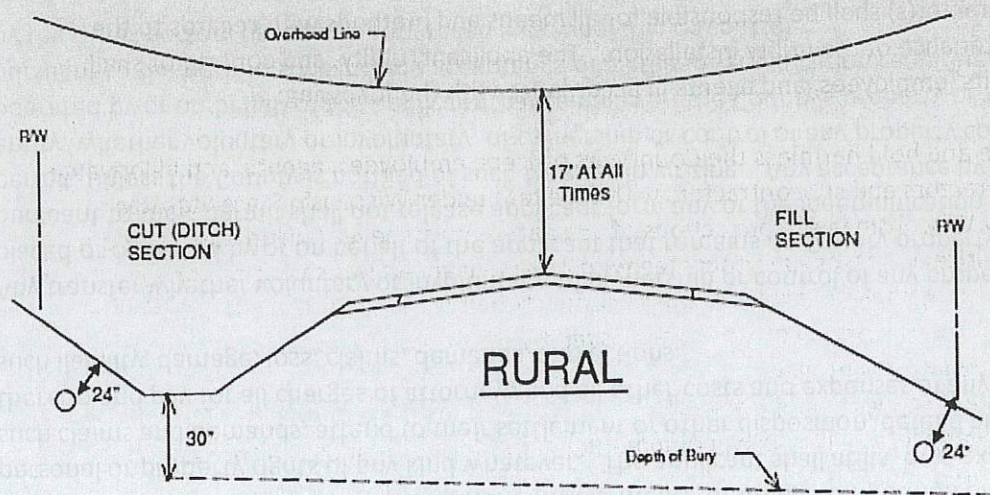
This applicant shall save and hold harmless the County, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Wisconsin State Statutes harmless, as allowed by Wisconsin law, from actions of any nature whatsoever (including any by the applicant itself), which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the applicant, or construction, or maintenance of the facilities by the applicant, pursuant to his permit or any other permit issued by the County for location of property, lines, or facilities on highway right-of-way:

- 1) While the applicant is performing the work.
- 2) While any of the applicant's property, equipment, or personnel, are in, or about such place or the vicinity thereof.
- 3) While any property constructed, placed, or operated by or on behalf of the applicant remains on the County right-of-way pursuant to this permit issued for the location of property, lines, or facilities on highway right-of-way including without limiting the generality of all of the foregoing, all liability, damages, loss expense, claims, demands, and actions on account of personal injury, death, or property loss to the County, its' officers, employees, agents, contractors, subcontractors, or frequenters, or to any persons; whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the County, its' officers' employees, agents, contractors, subcontractors, or frequenters; applicant its' employees, agents, contractors, subcontractors, or frequenters, or any other person.

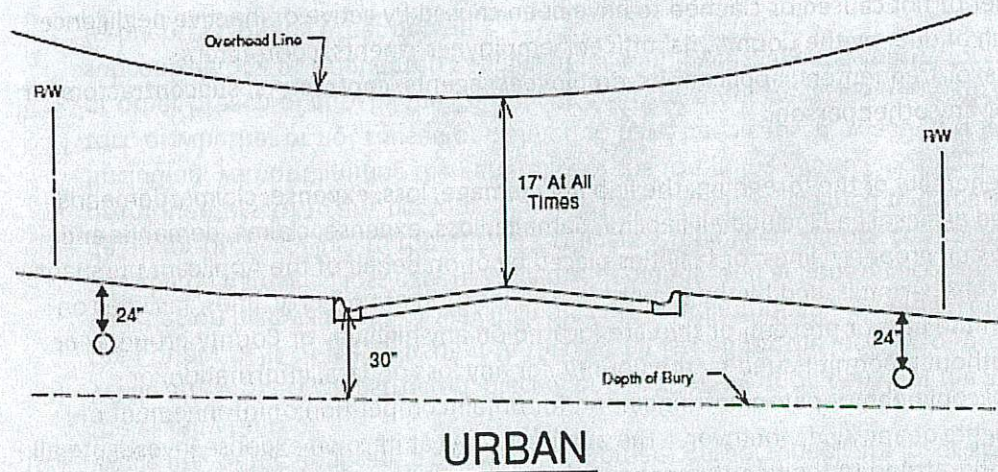
Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damages to any property, lines, or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the County for the location of property, lines, facilities on highway right-of-way in the past or present, or that are located on any highway or County property or right-of-way with or without a permit issued by the County, for any loss of data, information, or material, or trademark, copyright, or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The applicant shall at its' own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay for all charges of attorneys and all other costs and expenses of any kind arising from such liability, damage, loss, claims, demands, and actions.

Any transfer whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the applicant that remains on County property or right-of-way pursuant to their permit shall not release applicant from any of the indemnification requirements of this permit, unless the County is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of the applicant that remains on the County's property or right-of-way pursuant to the permit, shall include acceptance of all the indemnification requirements of this permit by the other person, party, or entity receiving ownership or control.

SECTION 96.93: Diagram of Minimum Required Utility Feature Clearances

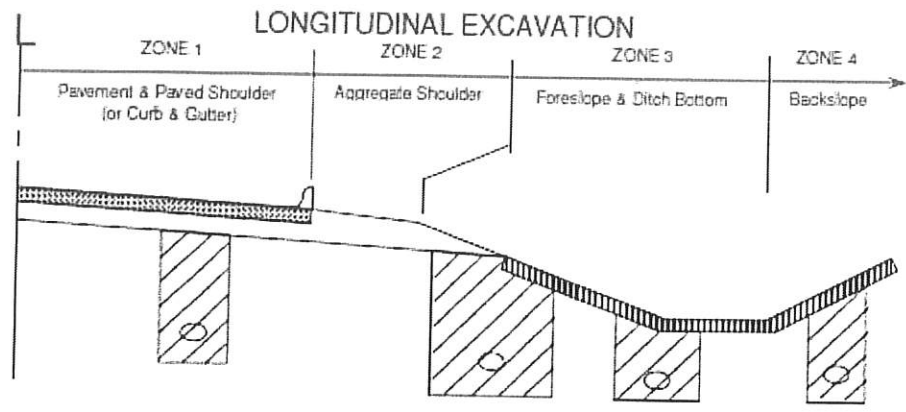


MINIMUM CLEARANCES

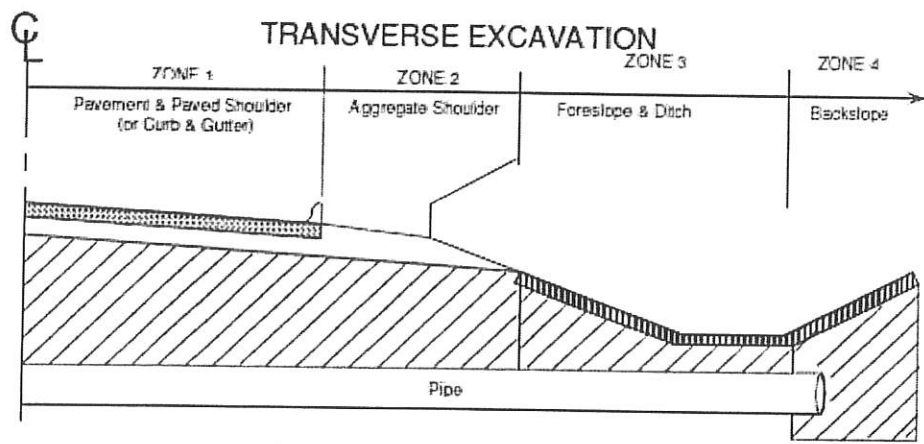


URBAN

SECTION 96.94 Backfilling Excavation Diagrams



BACKFILLING EXCAVATION DETAIL DRAWINGS



SECTION 96.95: Environmental Conditions Discovery Checklist

If arrowheads or buildings were discovered, has the State Historic Preservation Officer been notified?

Yes No By whom? _____
Name of contact: _____ Phone: _____

If a burial was encountered, has the Burial Sites Preservation Office been notified?

Yes No By whom? _____
Name of contact: _____ Phone: _____

If a contaminated site, UST or LUST was discovered, has DNR been notified? Yes No

By whom? _____
Name of contact: _____ Phone: _____

Has County Highway Department been contacted? Yes No By whom? _____

Name of contact: _____ Phone: _____
Name of contact: _____ Phone: _____

Has the Bureau of Environment been notified (this is not a utility responsibility)?

Yes No By whom? _____
Name of contact: _____ Phone: _____
Name of contact: _____ Phone: _____

Other contacts: _____

STATUS OF PROJECT

Has work stopped in the area? Yes No **IF NO, STOP WORK IMMEDIATELY!**

Has the area been secured (fenced, staked, or marked, roped off or delineated by traffic control devices)? Yes No

Can project work continue in another area? Yes No If yes, for how long? _____

Can the affected area be avoided (utility facility placed in another location)?

Yes No

Has any completed utility work been clearly marked (staked, paint marked, or flagged)?

Yes No

Is any of the completed utility facility active, energized, etc.? Yes No

Is this utility being relocated to facilitate a highway project? Yes No

RESUMING WORK

Did County Highway indicate a timeframe in which someone would respond? Yes No

What is that timeframe? _____

Who will authorize resuming work: _____

When can the work be resumed? _____

Date authorization received? _____

SECTION 96.96 Completion Certificate

RETURN THIS COMPLETION CERTIFICATE TO THE _____ COUNTY
HIGHWAY DEPARTMENT WHEN SITE IS RESTORED

COMPLETION CERTIFICATE (for Utility Permits)

Mail or fax to address listed below

Date: _____

To: _____ COUNTY HIGHWAY DEPARTMENT

ATTN: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT: _____

FAX: _____

TELEPHONE: _____

COUNTY PERMIT #: _____

UTILITY WORK ORDER #: _____

The work requested under the above-mentioned highway permit has been completed. The Department can now review to insure proper restoration to the affected highway right-of-way has been made.

Signature: _____

Printed name: _____

SECTION 96.97 Private Utility Work in Right-of-Way Form

PERMIT FOR WORK IN RIGHT-OF-WAY

Chapter 86.07 (2) of Wisconsin Statutes provides that the authority maintaining the highway issue a permit before any excavation or fill or installation of a culvert, waterline etc... is made on a public highway.

Permit issued to: _____ of _____ Wisconsin.

Name of Contractor/Individual Performing Work: _____

State Description and Purpose of Work: _____

Conditions of Permit: The surface of the driveway connecting with rural-type highway sections shall slope down and away from the highway shoulder a sufficient amount and distance to preclude ordinary surface water drainage from the driveway area flowing onto the highway roadbed.

Any soil disturbance in the County Right-of-Way must be made whole, using erosion control methods such as grass seed, , topsoil, salvaged topsoil, mulch, erosion control blankets or mats, and similar materials.

On/Under the _____ side of County Trunk Highway _____ located _____ miles

_____ (NSEW) of the junction of _____ Sec. _____ T _____ N _____ R _____ E _____

Town/Village/City of _____

Signed: _____ Name _____

(please print)

Address _____ Phone No. _____

Signed: _____

Craig E. Hardy, Highway Commissioner

Date: _____

PERMIT FEE - \$50.00

Check No. _____

SECTION 96.98: Sample Private Utility Agreement Form

PERMIT FOR CONSTRUCTION WITHIN HIGHWAY RIGHT-OF-WAY

Applicant's Name _____

Address _____

City, State, ZIP _____

Phone _____ Fax _____

TYPE OF CONSTRUCTION (Describe in Detail include identification of General Contractor) _____

Location: Road Name _____

Distance _____ Direction _____ from _____
feet or miles nearest cross road or intersection

The applicant agrees to indemnify and hold harmless the Permitting Authority, its employees, and its agents, from any cost, claim, suit, liability, and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the applicant shall bind such applicant to abide by this permit and all its conditions and provisions.

The applicant understands and agrees the permitted work shall comply with all permit provisions, conditions, plans, details or notes attached hereto and made a part thereof. Applicant understands and agrees the permitted activity is an encroachment onto properties maintained by the county and retained for public usage, as such the County may request its' discontinuance of usage should the installation be determined to be a hindrance to the usage of the right of way by the public..

By _____

(signature of authorized representative)

Title _____

Date _____

PRIVATE UTILITY LICENSE AGREEMENT REQUIREMENTS

Pursuant to Wisconsin Statutes, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern.

1. The Owner/Installer shall not close the roadway, shall not reduce or infringe upon the traffic lanes of the roadway, or install a detour without proper notification of the Iowa County Highway Commissioner requesting to do so.
2. When one-way traffic or a detour is used, the contractor shall provide all necessary signs, flagmen, and lights required according to the latest edition of the "Manual on Uniform Traffic Control Devices." When a detour is allowed, local newspapers; radio stations; law enforcement; emergency services, postmaster, and school bus operators shall be notified by the contractor in advance of any work being performed.
3. For any work zones requiring the use of flaggers; the flaggers utilized on the County Highway system for directing traffic shall be certified in accordance with the Wisconsin Department of Transportation (WisDOT) Flagger Certification requirements within the current WisDOT Flagger Handbook. And, shall be in possession of a Flagger Certification card as issued by WisDOT.
4. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or his representative. Access to all private drives and public road intersections shall be maintained and all disturbed areas completely restored.
5. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, labor and Human Relations, and any applicable local regulations. Trenching or excavating of the roadway will not be allowed, unless specifically stated within this agreement under type of construction.
6. A copy of this approval along with any plans and special provisions shall be available on the job site during installation.

SPECIAL PROVISIONS

Owner shall specify the manner of construction with a Plan document illustrating the location of the crossing and boring pits. Owner shall specify the method/manner of construction with the County Highway Commissioner prior to installation. Owner shall supply the Highway Department with an As-Built plan of the final installation should any conditions of the work change or be different than depicted on the plans originally provided.

PRIVATE UTILITY AGREEMENT

This AGREEMENT is entered into between OWNER, a Wisconsin landowner (hereinafter called "**PERMITTEE**") and the **COUNTY** of Iowa, Iowa **COUNTY**, Wisconsin (hereinafter called "**COUNTY**").

RECITALS:

A. **PERMITTEE** is the lessee, easement holder, or owner of record of the following described parcels of real estate: A portion of lands within section XX of Town X North, Range X East/West in the Town of xxxxx, Iowa County Wisconsin along and contiguous to the right of way for CTH xxxxx.

B. **PERMITTEE** desires to install an **irrigation system** upon adjacent cropland parcels, which system will require the installation of a pipeline across and beneath the **COUNTY** road X which separates such parcels. Location of the parcel is shown on attached map.

C. **PERMITTEE** has requested **COUNTY** to grant it a license to permit the installation of such pipelines across and beneath the **COUNTY** roads which separate the parcels and **COUNTY** is willing to grant such permission to **PERMITTEE** on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is acknowledged by the parties, the parties hereby agree as follows:

SECTION 1: GRANT OF LICENSE

COUNTY hereby grants to **PERMITTEE**, its successors and assigns, a license (hereinafter the License) for

- (a) Type of system: Metal casing or heavy wall (SDR 35 or equivalent) PVC pipe for crossing liner/casing pipe. Casing pipe to extend from ditchline to ditchline or toe of slope to toe of slope, with a minimum bury of 6 feet to alleviate frost issues, or be properly protected to negate frost effects as approved by the **COUNTY**. The metal casing pipe shall be adequately sized to handle the stainless steel irrigation water line proposed per the irrigation system manufacturer's recommendation. In addition, a separate nominal 2-inch diameter line shall be installed adjacent to the water line for conveyance of private electrical utility. Both ends of the irrigation water line pipe crossing at the end of casing shall be fitted with a cleanout access for blowing out and removal of standing water in the winter seasons, to negate the effects of frost and frost rupture of the system.
- (b) Location: The crossing shall be installed from the property side of the line to property line side of the line across the right of way. The Owner shall meet the following additional requirements:

- a. The crossing shall intersect the roadway centerline at either a 90 ninety degree

- angle or at a 45-degree angle.
- b. The crossing and casing pipe shall be a direct line of sight from right of way intersection point to right of way intersection point, no angle points or bends.
 - c. The Owner shall mark both ends of the line with a metal reflective sign on a metal sign post at the point where the line enters the right of way on each side. The Owner shall be responsible for maintaining the signage to signify its' location for the duration of its' existence.
 - d. The Owner shall be responsible to notify all future permittee's of the utility location and depth. Owner shall provide an As-Built map/drawing of the utility location to the Highway Department upon completion of its' installation. Receipt of the drawing, shall not alleviate the Owner of its' responsibility to maintain the private utility service.

SECTION 2: PURPOSE AND RESPONSIBILITIES DEFINED

1. The use of the License shall be limited to the installation and maintenance of one (1) **irrigation system** at +/- 1100 feet south of the intersection of CTH K and STH 14 in section 24, T-8-N, R-5-E in the Town of Arena. The initial installation of the pipeline and any future required replacement of the pipes beneath noted location shall only be installed by means of jacking and boring beneath the County trunk Highway at a sufficient depth so as not to damage the pavement or base course of the County Highway at said location. Owner and installer shall verify the requirements for depth of bury to address potential issues related to frost/heave action of the subsurface soils.

2. **PERMITTEE** and its successors and assigns shall be responsible for and shall hold **COUNTY** harmless from any and all damage to said pipelines including, but not limited to, any and all damage which may result from the future construction, installation, repair and/or maintenance of the County Trunk Highway and/or the ditches, drainage ways, culverts, bridges and other improvements located within or adjacent to such public rights-of-way by **COUNTY** and/or its employees, agents, or any other person or entity performing services on behalf of **COUNTY**.

3. **PERMITTEE** and its successors and assigns shall be responsible for and liable to **COUNTY** for any damage to the County Trunk Highway resulting from said pipelines (including, but not limited to, the installation and maintenance thereof). **PERMITTEE** and its successors and assigns shall indemnify **COUNTY** from and against all loss, costs (including reasonable attorney's fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with or resulting from said pipelines being located under the County Trunk Highway location noted above including, but not limited to, the installation and maintenance of said pipelines.

4. **PERMITTEE** and its successors and assigns shall restore any portion of the County Trunk Highway or right of way which may be disturbed by any installation or maintenance of the pipelines to its condition before the disturbance.

5. **PERMITTEE** and its successors and assigns shall have the right to any access needed to

install and maintain said pipelines under the County Trunk Highway location noted above.

6. **PERMITTEE** and its successors and assigns shall be responsible for any and all costs incurred in connection with the installation and maintenance of said pipelines including, but not limited to, the complete restoration of the County Trunk Highway location noted above to its condition before any installation or maintenance activities.

7. **PERMITTEE** and its successors and assigns shall be responsible for obtaining any and all state, **COUNTY** or other permits required to install the pipelines under the County Trunk highway location noted above.

8. **PERMITTEE** and its successors and assigns shall be responsible to field locate the permitted **irrigation system** for the **COUNTY** and other companies that are performing maintenance or construction within the **COUNTY** right-of-way. If **PERMITTEE** does not belong to the normal utility locating service, **PERMITTEE** assumes the risk of protecting its own **irrigation system** and holds **COUNTY** harmless for any damage to **irrigation system** incurred when **PERMITTEE'S irrigation system** is not identified and marked.

SECTION 3: CONSIDERATION

The consideration for the granting of this License is the covenants and conditions contained herein, and no payment of money shall be required by **PERMITTEE** to **COUNTY** for this agreement.

SECTION 4: LICENSE TO RUN WITH LAND

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by **PERMITTEE** and **COUNTY** and their respective successors and assigns. **PERMITTEE** and any successor or assign to **PERMITTEE** as fee simple owner, easement holder or lessee of parcel shall cease to have any liability under this Agreement with respect to facts or circumstances arising, after such party has transferred their/its interest(s) in parcel to an unrelated third person or entity. Should the two parcels of land which the irrigation system join be separated in ownership, the Owner agrees to abandon and fill the piping in place with suitable non-settling materials; as mutually agreed to by the Owner and County.

SECTION 5: TERMINATION

This License may be terminated by **COUNTY** at any time upon the giving of not less than 180 days advance written notice to **PERMITTEE** or its successor or assign.

SECTION 6: GENERAL PROVISIONS

1. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address.

If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

2. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

3. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Iowa COUNTY, Wisconsin.

4. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

5. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms and conditions of this Agreement.

6. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party. Any litigation shall occur in Iowa County, Wisconsin.

PERMIT ACCEPTANCE DECLARATION PAGE:

PERMITTEE

By: _____.

Date: _____.

ACKNOWLEDGEMENT

STATE OF _____) :ss
COUNTY OF _____)

Personally came before me this _____ day of _____, the above-named _____, in his capacity as Owner of Record of the parcels and **PERMITTEE** to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Iowa County, Wisconsin
My Commission is permanent
or expires: _____.

Accepted by Iowa County:

Highway Commissioner: _____ Date: _____.

PRINTED NAME

In witness thereof by:

Name : _____ Date: _____.

PRINTED NAME

BLANK



COST RECOVERY FEES and CHARGES FOR
SERVICES PROVIDED BY THE HIGHWAY
DEPARTMENT

Date Originated: 10/21/2019

Date of Modifications:

Policy Number: 1119

1. PURPOSE:

Section 83.015 (3) of Wisconsin State Statutes requires every county highway department (in counties with less than 750,000 population) in the state to use the system of cost accounting devised by the Department of Revenue. This policy shall explain the fee types and cost recovery accounting methodology utilized for labor, materials, products, and services provided by the County Highway Department to other governmental entities, state or federal entities, or other customers.

2. ORGANIZATIONS AFFECTED:

Any customer of labor, materials, products, or services from the Highway Department. Fees are charged for labor, materials, products, or services based on different factors, so fees may not be charged to all customers at all times. For example, Administrative Records and Reports Fees are not charged to any Departments of Iowa County government. Material Handling fees are charged against material and products sold, but only when no other fees, labor, or services are charged.

3. POLICY:

The Highway Department shall charge fees for labor, materials, products, and services provided to other entities in accordance with this policy and State Statute Chapter 66.0, 83.0, and 86.0.

4. REFERENCES:

Wisconsin State Statutes Chapter 83.0, Wisconsin Department of Revenue procedures and processes, Government Accounting Standards Bureau (GASB) accounting procedures, Wisconsin Department of Transportation Highway Maintenance Manual, the Wisconsin County Highway Association – Office Manager's Guide, Iowa County Policies #401 Employee Handbook and #403 Compensation System, and the Class-Grade-Step Matrix Chart for employment position compensation.

5. PROCEDURES:

Various fee recovery systems are created by the reference documents listed above, in an effort to establish a uniform cost recovery system for all County Highway Departments in the state to recuperate their costs for maintenance of the state highway system in a uniform and consistent manner through various agreements for services with the Wisconsin Department of Transportation (WisDOT). The methodologies created by the State of Wisconsin Department of Revenue (DOR) and WisDOT establish the following fee mechanisms:

Equipment Utilization Recovery
Fringe Benefits Recovery
Fuel Handling Recovery
Labor
Material Handling Recovery
Records and Reports Recovery – Administrative
Shop Overhead Recovery
Small Field Tools Recovery

The Recoveries are charged to customers as a fee onto the cost of the material, product, or service provided. The actual fee charged varies annually by the accounting recovery method utilized to establish the fee. The determination of the recoveries and fees are annually provided within the Departmental Financial Report and Various Operational Summary Reports prepared for the state. As a result of the various methodologies; the fees tend to be cost averaged from year to year via under/over recovery formulas to attempt to attain actual cost recovery for the services provided; therefore, there will be annual variations to the fees. Some fees are charged as a percentage of other costs; such as Records and Reports Admin is a percentage of all other costs for services provided, and other fees are charged as a direct cost per unit of service or product; such as fuel handling is charged as a cost per gallon of product purchased. The established fees are further defined as follows:

A. Definitions:

- 1) Equipment Utilization Recovery – Equipment utilization rates are charged by the unit of usage for the respective type of equipment being utilized to provide the service. Equipment includes all pieces of equipment, machinery, trucks, vehicles, or attachments; which are utilized to provide the service being completed by the Department.
 - i. Equipment is defined as a device; which is utilized in the provision of a service or performance of a task. Equipment would be any attachment onto a piece of machinery such as a mower, plow, sander, or similar item. Herein the use of Equipment shall be intended to be all inclusive of the equipment, machinery, attachments, trucks, trailers, and other vehicles utilized by the Department.
 - ii. Machinery is defined as a device; which generally require an individual or operator to run them. Machinery would be devices such as a dozer, grader, excavator, truck, or similar items.
- 2) Fringe Benefits Recovery – Fringe Benefits Rate and Fee is established as a mechanism for the county to recuperate costs of compensation to employees in forms other than wages. Fringes are provided to, for, or on behalf of employees either wholly or partially based on various policies and laws and include the following items:
 - i. FICA
 - ii. Social Security

- iii. Medicare
 - iv. Insurances - Health, Dental, and Life Insurance
 - v. Retirement
 - vi. Worker's Compensation Insurance
 - vii. Holidays
 - viii. Managed Time Off
 - ix. Medical Leave Bank
 - x. Traditional Sick Time
 - xi. And other items as determined by the County Board, State, or Federal laws.
- 3) Fuel Handling Recovery – Fuel Handling fee is established as a mechanism to recuperate the costs for the County to operate its' own fuel dispensing station for unleaded, on-road diesel, and off-road diesel fuels. The fee recuperates costs for general maintenance, periodic inspections, annual compliance testing, repairs of the system including tanks, lines, dispensers, software, computer terminals, and other system related components.
- 4) Labor Recovery – Labor Recovery is the hourly wage rate of the employees providing the services. Labor wage rates are provided in accordance with the Employee Handbook Policy #401, County Compensation System Policy #403, and the associated compensation Matrix approved by the County Board.
- 5) Material Handling Recovery – Material Handling fee is a charge for storing, receiving, processing, ordering, obtaining, delivering, loading, unloading, and all related activities for any materials, supplies, parts, or other inventoried items by the department. Separate fees will be determined for materials handled by the shop/partsroom versus the asphalt plant and or quarry. Materials, parts, or supplies shall be charged a material handling fee for recovery of the operational activity of providing the services to store, handle, inventory, maintain, retain, acquire, and deliver the various materials. Material Handling Fees are not charged for transactions where other fees are charged or services provided.
- 6) Records and Reports Recovery – Records and reports fee is for recovery of departmental administrative office costs, labor for accounting tasks, general oversight of operations, and other costs associated with the management of the Department. The fee includes costs related to training and education of office staff, office supplies, office materials, legal advice, computer software and hardware, office furniture, utilities, a share of maintenance on buildings and grounds, and related operational costs.
- 7) Shop Overhead Recovery – Shop Overhead is a fee based on the amount of non-direct labor categorized shop activity and work; which is distributed across the costs of the overall shop operations. It includes such things as general shipping or freight charges, when not specific to a particular part; shop cleaning, organization, management, computer software and office supplies, and similar costs to run the shop. Other costs which are included are shelving and racking; office supplies and computers; maintaining safety compliance; Personal Protective Equipment; fire

extinguisher testing and inspection; shop tool purchase and replacement; crane inspections, maintenance, and service; and similar overhead costs.

- 8) Small Field Tools Recovery – Small Field Tools are shovels, brooms, saws, picks, traffic control signage, and similar repetitive use items; which are utilized to perform the work. Small Field Tools are items, which have a one time per unit cost of \$5000 each or less. A listing of tools, which qualify for classification as a small field tool; is contained within the WCHA Office Managers Guide as an appendix. Some examples are shovels, brooms, chain saws, torches, rakes, and similar items. When staff perform services, the use of all small field tools is recovered through this rate; therefore, when tools are broken or purchased for a particular project or service they are not invoiced as a direct cost as they may be re-utilized for other projects and services. The rate charged is based on the total costs for all small field tools purchased, repaired, replaced, and utilized in the prior year by the Department. Whether any or no small field tools are utilized for the service provided for the particular project or service; small field tools are charged whenever labor is involved in the service, with exception of services provided by the Main Shop or Partsroom. In this manner, all field tools are recuperated on a total fee basis rather than a unit rate of usage for each item.

B. Rate Determination and Recovery: The rates are determined through a number of different accounting methods as specified within the Wisconsin Department of Transportation Highway Maintenance Manual (WisDOT HMM), and the Wisconsin County Highway Association – Office Manager's Guide (WCHA-OMG). The charge fees or rates will be as follows:

- 1) There are two types of equipment utilization fees which may be charged:
 - i. County Owned Equipment utilization is calculated based on the unit of measure (hour, mileage, unit weight, or other mechanism) multiplied by the units of utilization for each day of use for each piece of equipment and/or machinery in accordance with the rate table established in the WisDOT HMM.
 - ii. County Rented Equipment utilization fees are calculated based on the proportional amount of usage for the rented unit compared to the rental fee for the same timeframe.
 - iii. Leased equipment utilization fees may be handled as either County Owned Equipment or County Rented Equipment depending on the terms of the lease for the respective unit. This method will be determined by the Office during billing based on the lease agreement verbiage for each unit.
- 2) Fringe Benefits will be charged on a percentage basis as a multiplier to the overall total cost of the actual labor charged for the services as an adjustment on the invoice.
- 3) Fuel Handling Recovery fee is charged by the unit of cost per gallon times the number of gallons purchased or provided by the Highway Department from its' own

fuel tanks in the Dodgeville fuel farm, fleet mounted dispensing tanks, or the withdrawals from the Mifflin aboveground Storage Tank.

- 4) Labor wage recovery will occur on the basis of the hourly wage of the employee position providing the service times the number of hours spent providing the service for each respective employee involved. Iowa County Compensation System Policy #403 establishes the hourly wage rates for employees by adoption of a class-step pay grid matrix.
- 5) Material Handling Recovery fees are designed to cover the costs of providing the materials, services or products out of County inventory. There are four types of Material Handling Recovery fees, which may be charged on a monthly basis. The fee is calculated based on a percentage times the overall costs of the material, product, or service provided. Material Handling fees are only charged to customers when no other recovery method is being implemented or utilized related to the purchase. That is, if the materials or products on the invoice are related to a project or other service provided, then material handling fees are not charged.
 - i. Construction Materials and Supplies – construction materials would include items such as silt fence, erosion mat, culverts and related items, snow fence, seed, salt and sanding materials, signs, sign posts, pavement marking paint or beads, and similar items. The handling fee is only charged if inventory sale is the only transaction the department is involved in with the customer.
 - ii. Equipment and Machinery Parts – includes the sale of parts inventory items for equipment or machinery from the parts room. The fee is charged only if the part or inventory item is the only item included in the sale. If the part is associated with an in shop repair of a customer's equipment, vehicle, or machinery; the fee is not charged.
 - iii. Quarry Material Products – includes any material produced from or stockpiled within the Iowa County owned and operated quarry. Materials included typically are related to sealcoat chips, base coarse products, riprap, fill, clay, shale, or topsoil. The fee is charged if the product only is purchased from a customer without any other related charges such as labor and fringe, equipment, machinery, or etc. The handling fee is not charged for any sales of Lime due to the unmarketability of the product. Sales of Lime are constrained by not having a market or demand versus the quantity of available product due to the quality of the pit source. Quarry Material Handling Fees are applied to recuperate operational costs of the quarry for such things such as loading, unloading, building stockpiles, shaping of stockpiles, and similar costs.
 - iv. Asphalt Material Products – include any materials produced from the County's Asphalt Plant. The products produced are coated sealcoat chips, winter/summer asphalt sandpatch, and hotmix asphalt products of variable sizes. The fee is only charged to customers when there is a sale of the

product and no other associated costs. Asphalt Product Material Handling fees are applied to recuperate the costs for operation of the asphalt plant including utilities, building of stockpiles for some inventory materials (sandpatch, coated sealcoat chips, plant waste materials), office supplies, phones, and similar operational costs. Costs of production are included in the cost of the material product being produced during the day of production and added to the final product cost. Asphalt Material Handling Fees are only charged against select stockpiled bituminous materials to recuperate a share of the overall total production costs, which are coated black sealcoat chips and sandpatch.

- 6) Administrative Records & Reports fee is created to recuperate administrative costs for overseeing all operations. The fee is invoiced as an adjustment via a percentage rate charge based on the summation of all other costs on the invoice including wages, fringe, equipment, and all other recovery fees.
- 7) Shop Operations Recovery fee is created to recuperate the overhead operational costs of providing shop services. Operation of shop costs include part management, inventory control, shop supplies, shop tools, personal protective equipment for all staff and operations, shop facilities, utilities, computer software, shop equipment including cranes; hoists; welders; compressors; torches; etc., and other similarly related items. The fee is charged at end of year across all county owned equipment as a proportion of all direct shop labor and parts provided to each piece. For customers, the fee is charged on monthly invoices for any partsroom inventory purchases where no other services, products, or fees are charged.
- 8) Small Field Tools is charged as a percentage rate onto the total costs for all labor provided for the project or service.

The Office will charge the fees and rates as either: direct bill items by the unit and rate or as an adjustment to the monthly billing statements. The Department will generate the rates as described above as a part of the Annual State Report filing process. The reports will include the formulas and calculations for each of the recovery fees provided. The fee information will be provided in the Highway Department Annual Financial Report, and the various reports submitted to WisDOT and the state Department of Revenue via the Highway Accounting Office submittals. The procedures of calculation vary for each recovery fee identified. In general, the calculation of all fees includes an adjustment factor to account for annual over/under recovery of prior year's costs due to averaging and fluctuations of providing materials, services, and products due to timing of purchases, cyclical demands, project needs, and other resources. Hence, annual fluctuation of rates is expected and anticipated. For some recovery items the fluctuations may be significant (shop operations for example).

The fees established through the various state methodologies and reports will be utilized by the Department to charge all customers of labor, materials, products, or services equally. Customers

include other counties, the state WisDOT, other state governmental departments, the federal government, other local governments (city, village, and townships), other Departments of Iowa County, private citizens, accident claims, and any other customer not identified here. The following exclusions apply as to when fees are not charged:

- a. Administrative Records and Reports are not charged against any services provided to another Department of Iowa County government.
- b. Fuel Handling Fees are only charged against purchases of fuel from the Department dispensed fuel farm facilities, Mifflin Shop Fuel tank, or the truck mounted tank dispensers.
- c. Material Handling Fees from the Asphalt Plant, Quarry, or Partsroom are not charged when other Labor services are provided by the Highway Department.
- d. Shop Overhead fees are only charged if labor is charged due to a provided service repair within the Department shop or by the County mechanic staff.
- e. Small Field Tools and Fringe Benefit Fees are only charged in association with Labor charges for the product or service. Small Field Tools fees are not charged related to a shop repair or shop service charge.

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AGENDA ITEM COVER SHEET

Title: Rescinding of Resolution 5-0405 and 8-0610

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

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

Consider rescinding resolutions 5-0405 and 8-0610 which established a segregated paint equipment only fund within the highway department fund balance.

RECOMMENDATIONS (IF ANY):

Recommend to rescind which would direct the funding to the highway fund in total, or consider rescinding and creating an equipment fund

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Copies of the original resolutions and minutes of the Finance Committee meeting from 2005.

FISCAL IMPACT:

None

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

PRESENTATION?:

☒ Yes

☐ No

How much time is needed? 10-15 Minutes

COMPLETED BY: CRH

DEPT: HWY

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

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RESOLUTION NO. 5-0405

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Iowa County Committee on Salary and Personnel has evaluated the Highway Department's request for one (1) additional County Helper and one (1) additional Lead Person,

WHEREAS, the Committee has considered the need to provide additional labor in order to complete seasonal road painting work contracted by the State of Wisconsin and neighboring counties,

WHEREAS, the Highway Department has budgeted monies generated from agreements held with the State and with neighboring counties to adequately cover the full year-round total compensation package cost of the additional County Helper and Lead Person,

WHEREAS, the Transportation Committee has approved this request,

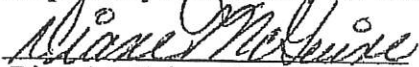
WHEREAS, the Iowa County Finance Committee has approved this request, contingent upon the creation of a segregated account where each year 50% of the revenues in excess of expenditures for this painting work, up to a cap of \$350,000 would be held to make future paint equipment purchases,

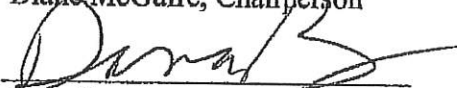
WHEREAS, the County has a tentative verbal agreement with the Highway Department Employees Union to complete the seasonal painting work by primarily utilizing three (3) County Helpers and one (1) Lead Person,

NOW THEREFORE, BE IT RESOLVED, by the Iowa County Board of Supervisors that with the noted contingency, the full time Lead Person and full time County Helper positions be added to the Highway Department effective as soon as possible upon approval of this Resolution,

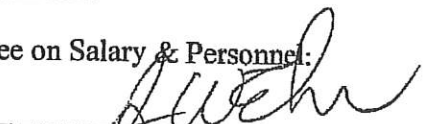
Dated this 26th day of April 2005.

Respectfully submitted by the Iowa County Committee on Salary & Personnel:


Diane McGuire, Chairperson


Dana Perry


Curt Peterson


Bill Ehr


David Meudt

Break

The Iowa County Finance, Bonds, Insurance and Tax Claims Committee

DATE: Wednesday April 6, 2005 **LOCATION:** County Board Room, Courthouse Annex

PRESENT:

Stephen Foye
Mark Masters

Dana Perry
Diane McGuire

OTHERS PRESENT:

Roxie Hamilton
Roger Venden

Jon Pepper

ABSENT:

Jerome Laufenberg

1. Chairperson Sup. Foye called the meeting of the Finance, Bonds, Insurance and Tax Claims Committee to order at 5:30 p.m.
 - (a) Committee members present at roll call were Supervisor Foye, Masters, and McGuire with Sup. Perry arriving at 5:55 p.m. and Sup. Laufenberg absent.
 - (b) Motion by Sup. Masters seconded by Sup. McGuire to approve certification of open meetings law notice. Motion Carried.
 - (c) Motion by Sup. McGuire seconded by Sup. Masters to approve the agenda for the April 6, 2005 meeting and the March 10, 2005 minutes. Motion Carried.
2. The committee reviewed the request from BEC Controls Corporation to refinance their current small business loan through the Revolving Loan Fund to extend the due date out seven years which would lower the monthly payments. The money would be used to free up money for business growth and investment plans. Roxie Hamilton, Finance Director, informed the committee that they have always made timely payments. The Finance Director informed the committee that Bob Oberhauser, who is the head of BEC Controls has made inquiries to request a second loan from the RLF funds to expand into an additional business line. She had the UW Extension office send out an application to him. Motion by Sup. Masters seconded by Sup. McGuire to approve this request with the Finance Director drafting a resolution for the next County Board meeting. Motion Carried. Sup. McGuire asked if the county has received any payments from the Country Inn in Avoca and the finance director reported that we had not. The County Treasurer has sent many letters and made numerous phone calls inquiring on the status of this loan.
3. Jon Pepper, Chief Deputy, made a request for approval for a LTE secretary to cover a one month leave of absence. Motion by Sup. Masters seconded by Sup. McGuire to approve this request. Motion Carried.
4. Roger Venden, State Patrol Superintendent, explained the need for 2 new positions at the highway department to do the painting contract work. He explained the revenue that is generated from the State of Wisconsin and other counties by doing this for them. Discussion followed concerning the financial information included in a spreadsheet from the highway department. The intent is to employ these additional two employees year-round. These positions would be two of the four employees used on the painting crew, which is seasonal in nature. These two employees would also be used in the winter to fill in on winter maintenance. There were concerns in keeping these employees busy in other work when they were not performing paint crew duties. Roger explained that when the paint crew is doing work for the State or other Counties that Iowa County would be reimbursed from the time the employees leave the shop to the time they return. There was also discussion of if the equipment needs to be replaced in the future how this purchase would be funded. Motion was made by Sup. Masters seconded by Sup. Perry to approve the new Leadperson and County helper positions. Discussion followed. Sup. Perry made a friendly amendment to the motion which was accepted by Sup. Masters to create a segregated account where each year 50% of the revenues in excess of expenditures, up to a cap of \$350,000, would be placed in this fund to make future paint equipment purchases. Motion Carried.
5. Sup. Masters up dated the committee on the Bloomfield Manor operational study. This study is going on this week. Based on the consensus of the committee the report should be brought to the next committee meeting to review the findings and conclusions of the operational study.

6. The Committee discussed the unallocated Iowa County funds that are held at the Wisconsin River Rail Transit. A motion was made by Sup. Masters seconded by Sup. Perry to recommend to the County Board that \$17,000 of the unallocated funds be used to fund the 2005 budget request and request that the remaining unallocated funds be returned to the county and be set aside for future railroad projects and budget allocations. Motion Carried.
7. Motion by Sup. McGuire seconded by Sup. Perry to pay the following vouchers and approve that Roxie Hamilton attend the RLF conference sponsored by Vierbicher Associates: Johnson Block and Company \$1,950, Vierbicher Associates Inc. \$45.00, and WGFOA/IGFOA \$125.00. Motion Carried.
8. Based on the consensus of the committee the next meeting set for Thursday May 5, 2005 at 5:30 p.m.
9. Motion by Sup. Masters seconded by Sup. Perry to adjourn at 6:55 p.m. Motion Carried.

Respectfully submitted,

Roxanne Hamilton, CPA
Finance Director

Resolution No. 8-0610

TO THE HONORABLE IOWA COUNTY BOARD OF SUPERVISORS:

WHEREAS, Resolution No. 5-0405 dated April 26, 2005; established a road painting crew, equipment, and program for Iowa County,

WHEREAS, the County has determined and realized a benefit in the establishment of a seasonal road painting program by completing work for the State of Wisconsin, neighboring counties, and its' own system work,

WHEREAS, the Iowa County Highway Department has a designated crew of four individuals (one crew lead and three county helpers) to perform centerline, edge-line, and incidental pavement markings,

WHEREAS, the duties of all members of the paint crew are to assist with winter maintenance on the County and State system,

WHEREAS, the Highway Department has budgeted monies generated from agreements held with the state and with neighboring counties to adequately cover the labor and benefits compensation package cost of two of the crew staff positions (one county helper, one crew lead),

WHEREAS, the Iowa County Finance Committee created a segregated account where historically 50% of the revenues in excess of expenditures for this painting work since April 26, 2005 has been retained and is equal to a sum of \$43,338.52,

WHEREAS, the equipment for the painting crew consist of a paint truck, supply truck, a crew cab pilot vehicle, and miscellaneous incidental equipment related to communications, traffic safety, truck mounted paint booth, truck mounted compressor, various pumps and storage containers,

WHEREAS, the amount of funds in the segregated account is designated to be utilized for future paint equipment purchases,

NOW, THEREFORE LET IT BE RESOLVED, by the Iowa County Board of Supervisors that this resolution shall amend Resolution No. 5-0405 for the amount of funds to be held in the segregated future paint equipment fund be increased from 50% to 100% of the revenues in excess of expenditures for the paint program, up to a cap of \$350,000; effective with the calendar year 2010 work.

Dated this 15th day of June 2010.

Respectfully Submitted by the Iowa County Transportation Committee.

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UNAPPROVED MINUTES
Highway Funding Solutions Committee
Monday, January 20, 2020 – 5:30 pm
Health & Human Services Center – Community Room
303 W. Chapel Street
Dodgeville, Wisconsin

**Iowa
County
Wisconsin**

- 1 The meeting was called to order by Chair Peterson at 5:30 P.M.
- 2
 - Roll Call. Members present: Supervisors Meyers, Nankee, Peterson, Gollon, and Ray.
 - Others Present: Larry Bierke, Craig Hardy, Supervisor Masters, and Leix (5:33pm) .
- 3 Agenda & minutes: Nankee moved, Ray seconded to approve the 1/20/20 Agenda and 12/19/19 minutes. Motion carried unanimously.
- 4 Public Comments: Meyers reported that next Monday there is a Highway meeting in Blanchardville with politicians, DOT representatives, and concerned citizens to talk about County Road F.
- 5 Vehicle Registrations for Iowa County: The Committee reviewed the DOT information on Iowa County vehicle registrations. Hardy went over a couple of handouts from DOT that broke down what type of vehicles the vehicle registration fees were coming from.
- 6 Equalized Value and Allocated Tax Levy: Supervisor Gollon expressed a desire to utilize the CHIP and LRIP grants Iowa County receives faster, as the longer we wait, the more costly the job and less of the job is covered by the grant funding. Commissioner Hardy noted that we are currently using the funds 4-6 years after we receive grant dollars. Hardy will look at the costs to see what projects would look like if we used the funds immediately. Peterson noted that we need to bring road maintenance budget up to where it should be and that a referendum would help with sealcoating and crack filling maintenance. Future borrowings could be used for major construction projects.
- 7 Ballot Referendum Process and Timing: Bierke went over a few handouts on the referendum question, legislative bills that could impact the election timing and the statutes that govern the referendum question. The committee felt that with Presidential elections in November there could be a large public turnout. The Committee instructed Bierke to plan for both a referendum and borrowing when constructing the 2021 budget. Gollon moved, seconded by Nankee to go to referendum in November. Motion carried. Gollon moved, Peterson seconded to set the referendum question at \$1,000,000 for an ongoing basis. Motion carried.
- 8 Impact of Borrowing and Short or Long-Term Debt: The Committee skipped this agenda item as it was covered as part of earlier meeting discussion.
- 9 Discuss Referendum Question: The Committee skipped this agenda item as it was covered as part of earlier meeting discussion.
- 10 Next Meeting Agenda and Date: Education and Message Delivery and Referendum Resolution should be on the next agenda. The next meeting was set for February 10th at 5:30 PM.
- 10 Gollon moved, Nankee seconded to adjourn the meeting. Motion carried at 7:00 PM.

Minutes by Larry Bierke

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