

COUNTY OF DUNN



Office of the County Board Chair
Kelly McCullough
Chair, Dunn County Board of Supervisors
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COUNTY OF DUNN MENOMONIE, WISCONSIN NOTICE OF PUBLIC MEETING & PUBLIC HEARING

In accordance with the provisions of Section 19.84, Wisconsin Statutes, notice is hereby given that a public meeting of the **DUNN COUNTY BOARD OF SUPERVISORS** will be held on **Wednesday, May 17, 2023 at 7:00 p.m.** in **Room 54** of the **Dunn County Government Center**, 3001 US Highway 12 East in Menomonie, Wisconsin.

A video recording of the meeting will be available for subsequent viewing on the Dunn County YouTube channel at the following link: <https://www.youtube.com/@dunncounty1854>

Items of business to be discussed or acted upon at this meeting are listed below:

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Call of the roll
4. Approval of the Minutes: April 19, 2023 Meeting
5. Presentation of Petitions, Memorials, and Other Communications:
6. Public Comment
7. Appointments
8. Report of County Manager
 - A. Purchase Orders over \$40,000
 - B. Board Education on Motions & Amendments – Nick Lange
 - C. Where Does Your Money Go Graphic
9. Reports of Departments: Child Support, Courts, Libraries
10. Consideration of reports, resolutions, and ordinances to the County Board from the Executive Committee:
 - A. Resolution Adopting FY 2024-2028 Capital Improvements Plan
 - B. Election of Chair Pro Tem for June County Board Meeting
 - C. Ordinance Amending Chapter 2 of the Code of Ordinances Rules of the Board (Second Reading)
 - D. Ordinance Amending Section 2.18 of the Code of Ordinances – Rules of the Board (Second Reading)
 - E. Resolution 2023 Budget Adjustments for CJC, IT, DHS and Highway
11. Consideration of reports, resolutions and ordinances coming to the County Board from the standing committees:
 - A. Legislative Committee: Resolution – Supporting Funding for Heritage Hall Renovation
 - B. Planning, Resources & Development Committee: Ordinance – Rezone in the Town of Sherman – Witke

C. Highway Committee: ATV/UTV Ordinance Amendment (First Reading)

12. Announcements:

A. Next County Board - Wednesday, June 21, 2023 at 7:00 p.m.

B. Mark Your Calendars for 8/30/23 5:30 pm Board Budget Workshop

13. Adjournment

Kelly McCullough, Chairperson

By: Kristin Korpela
County Manager

Upon reasonable notice, the County will make efforts to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County Human Resources Manager at 715-232-2429 (Office), 715-232-1324 (FAX) or 715-231-6406 (TDD) or by writing to the Human Resources Manager, Human Resources Department, 3001 US Hwy 12 E, Suite 225, Menomonie, Wisconsin 54751.

OFFICIAL PROCEEDINGS

Dunn County Board of Supervisors

April 19, 2023 SESSION

DRAFT

The County Board of Supervisors of Dunn County met in person and via teleconference on Wednesday, April 19th, 2023 at 7:00 p.m. The Board was called to order by Chair Kelly McCullough. The Board recited the Pledge of Allegiance to the Flag. The County Clerk called the roll. Supervisors Hagen and Lienau were absent. All other supervisors were present in person or via zoom.

APPROVAL OF THE MINUTES

Supervisor Stene moved to approve the minutes of the February 15, March 15, and March 25, 2023 County Board meetings, seconded by Supervisor Larry Bjork. Motion carried by a voice vote.

COMMUNICATIONS

Recognition of retiring county employee Jeannie Miller (Health Dept. 25 years.)

PUBLIC COMMENTS

There were none.

APPOINTMENTS

Health and Human Services Board

Term expires April 2026

Appoint Polly Rudi to replace Bonnie Barker

ADRC Advisory Committee

Term expires April 2026

Reappoint Suzanne Gaines, Charlotte Lee, and Carole Kadinger

The appointment above requires board confirmation. Motion to approve made by Supervisor Stene, seconded by Supervisor Morehouse. Motion carried by a voice vote

Nutrition Advisory Council

Term Expires April 2026

Reappoint Suzanne Gaines and Shari Homstad

The appointment above is of the Chair.

REPORT OF COUNTY MANAGER

A. Kris Korpela reported on the purchase orders over \$40,000 for February 2023. There was one purchases order over \$40,000 totaling \$330,334.49.

REPORTS OF DEPARTMENTS

The Dunn County Emergency Communications, Emergency Management, Sheriff's Department, and Veteran Services made their annual reports. Questions were asked from the floor and responded to by each department head.

REPORT & RESOLUTION NO. 21

Supervisor Morehouse moved to approve resolution No. 21, Adopting a FY 2024-2028 Capital Improvements Plan, seconded by Supervisor Zons. Chair McCullough asked if there were any questions. Questions and statements were made from the floor and responded to by County Administration. Motion failed by roll call vote.

RESOLUTION NO. 21

Adopting a FY 2024- 2028 Capital Improvements Plan

NOW, THEREFORE, BE IT RESOLVED that the Dunn County Board of Supervisors hereby adopts the attached FY 2024 – 2028 Capital Improvements Plan.

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Budget Impact

Approval of this resolution will have no impact on the adopted 2023 budget. The capital projects planned for 2024 and approved for 2024 and associated funding sources will be incorporated into the FY 2024 budget.

Background Information

Capital Improvement Plan

In March 2020, the Dunn County Board of Supervisors approved a policy of adopting a rolling five-year Capital Improvement Program (CIP), to be reviewed, evaluated, prioritized, and updated on an annual basis in conjunction with the operating budget cycle. The CIP includes a schedule of capital improvement projects, including the estimated total cost and potential funding sources for each project.

Capital projects typically involve construction, improvement or repairs buildings and equipment, and purchase of large assets, but can include non-recurring projects that enhance the services available to the community and/or improve service delivery. Capital projects do not include regular operational costs or salaries.

Projects within the CIP are subject to change or removal as priorities and need change and project dynamics, such as cost, availability and available technologies change.

Review and Planning Process

The CIP Review and Planning Process begins with a request to county departments for modifications, updates, additions or deletions from the previous CIP in advance of the budget process. Department heads are responsible for identifying and submitting capital projects for consideration for inclusion in the CIP. Each project must identify funding source(s) available for the project. The Finance Division works with departments during the submission process to assist with planning and confirm accuracy of costing and prioritization of projects.

The Finance Division incorporates the identified capital projects into an annual five-year capital improvement plan, which is then presented and discussed by the County Board of Supervisors at a workshop meeting held each year in March. The County Board of Supervisors reviews and prioritizes projects and funding sources and gives direction to the Finance Division for the preparation of a five-year CIP plan to be subsequently submitted to County Board for final approval. The County Board of Supervisors adopts the five year capital improvement plan each year by resolution.

REPORT & ORDINANCE NO. 22

Supervisor Rogers moved to approve ordinance No. 22, Amending Section 2.05 and Repealing and Recreating Section 2.075 of the Code of Ordinances, seconded by Supervisor Stene. Chair McCullough stated this was a first reading of the ordinance asked if there were any questions. There were none.

ORDINANCE NO. 22 Amending Section 2.05 and Repealing and Recreating Section 2.075 of the Code of Ordinances

The Board of Supervisors of the County of Dunn does hereby ordain as follows:

Section 1. Section 2.05 3) of the Code of Ordinances is hereby amended as follows:

- 3) The Community Resources and Tourism Committee shall consist of five members. It shall be responsible for developing policy and authorizing direction in regard to funding of outside agencies, ~~and~~ promotion of tourism in Dunn County, developing and recommending policy to the Board of Supervisors related to broadband infrastructure, developing policy and direction in regard to Dunn County public relations communications and shall serve as the agriculture and extension education committee consistent with Wis. Stat. § 59.56.

The Committee serves as the home committee for the University of Wisconsin Madison, Division of Extension Program.

Section 2. Section 2.075 of the Code of Ordinances is hereby repealed and recreated to read as follows:

2.075 Electronic Meetings and Attendance

(1) Definitions. The following definitions apply to this section:

“Anchor Location” means the location set by the County Board, the County Board Chair, or a committee chair, which is the physical location from which an electronic meeting originates and where the public may attend an electronic meeting.

“Electronic Meeting” means any meeting that takes place online by use of a synchronous digital telecommunication platform that allows participants to see and hear each other in real time, and make presentations with visual aids such as charts and graphs by sharing screens.

(2) Electronic meetings and participation by electronic means are permitted and may be used as necessary for the conduct of government business. Members who wish to appear electronically at a meeting shall notify the Board Chair the County Clerk for County Board meetings, or the Committee Chair for Committee meetings, in advance of the meeting. There shall be no limit to the number of members who may appear electronically at a meeting. Members may attend via telephone if they do not have an adequate internet connection that allows for synchronous communication.

(3) All electronic meetings must comply with the requirements of the Wisconsin Open Meetings Law.

(a) Access by the public to open meetings shall be at the anchor location only, except when a meeting is broadcast live. Live broadcast shall only be utilized where circumstances interfere with use of county facilities as an anchor location.

(b) Measures shall be taken to ensure that access to documents, exhibits, maps, graphs, charts, or other documents is available to members of the public.

(4) Members attending electronically shall receive per diems, but shall not be eligible for mileage reimbursement.

(5) Members attending electronically shall count as a member present for purposes of determining a quorum as if that member was physically present at the anchor location, and shall be entitled to make, second and vote on all motions and participate in discussion as though physically present at the anchor location. No action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting. If there is a question of whether a member voted, the Clerk may take the member's vote after all other votes have been cast.

(6) Members appearing electronically shall notify the Chair of their departure from the meeting, whether permanent or temporary, before leaving to ensure that a quorum is maintained.

(7) If a closed session is on the agenda, all persons who will be included in the closed session and who are participating electronically must ensure that their location is private and others may not overhear the closed session discussion.

(8) All electronic open meetings of the County Board and Committees shall be recorded. Recordings shall be retained for 120 days after the meeting and shall thereafter be deleted. Closed sessions shall not be recorded.

(9) Limitations on Electronic Participation. Supervisors are encouraged to always attend meetings in person in the interest of more effective discussion, participation, and voting.

(a) No member of the County Board may attend more than four (4) County Board meetings by electronic means in any calendar year.

(b) No committee member may attend more than four (4) committee meetings in any calendar year via electronic means. This applies separately for each committee assignment. Exceptions may be approved by the Committee Chair for Committee meetings and the County Board Chair for County Board Meetings in advance for good cause demonstrated by the Member.

Section 3. This Ordinance shall become effective upon adoption and publication as required by law. (This section shall not be codified.)

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

ATTEST:
Andrew Mercil, County Clerk

OFFERED BY THE EXECUTIVE COMMITTEE:
Kelly McCullough, Chair

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

COUNTERSIGNED
Kelly McCullough, Chair
Dunn County Board of Supervisors

REPORT & ORDINANCE NO. 23

Supervisor Sean Breslin moved to approve ordinance No. 23, Amending Section 2.18 of the Code of Ordinances, seconded by Supervisor Morehouse. Corporation Counsel Nick Lange provided an overview. Chair McCullough stated this was a first reading and asked if there were any questions. There were none.

ORDINANCE NO. 23 **Amending Section 2.18 of the Code of Ordinances**

The Board of Supervisors of the County of Dunn does hereby ordain as follows:

Section 1. Section 2.18 of the Code of Ordinances is amended to read as follows:

2.18 Closed Session.

(1) Committees of the County Board shall limit attendance at closed sessions of their meetings to members of the committee and other individuals necessary to conduct the business of the committee as determined by the Chairperson of the committee.

(2) No County Supervisor who is not a member of a subunit of the County Board (e.g., boards, committees, and commissions) shall be permitted to be present during a closed session of a subunit unless the chair of the subunit gives prior approval.

(3) Discussions held, information presented or obtained, and actions taken during closed sessions are deemed to be confidential information. No person attending a closed session shall divulge any information pertaining to such closed session without specific authorization to do so. Penalties for violation of the secrecy of a legal closed session include discipline, censure, and/or payment of damages resulting from the breach of confidentiality.

Section 2. This Ordinance shall become effective upon adoption and publication as required by law. (This section shall not be codified.)

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

ATTEST:
Andrew Mercil, County Clerk

OFFERED BY THE EXECUTIVE COMMITTEE:
Kelly McCullough, Chair

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

COUNTERSIGNED
Kelly McCullough, Chair
Dunn County Board of Supervisors

REPORT NO. 24

Supervisor Witzel moved to refer report No. 24, FY 2024 Budget Calendar, seconded by Supervisor Sean Breslin. County Manager Kris Korpela made a presentation on the calendar. Chair McCullough asked if there were any questions. Questions were asked from the floor and responded to by County Administration. Motion carried by voice vote.

REPORT NO. 24 FY 2024 Budget Calendar

FY 2024 Budget Calendar:

March 25, 2023	Executive Committee recommended CIP funding plan.
March 25, 2023	County Board workshop on capital improvements program
April 12, 2023	FY 2024 Calendar presented to Executive Committee
April 19, 2023	County Board approves FY 2024 – 2028 Capital Improvements Plan & FY 2024 Budget Calendar
May 22, 2023	FY 2024 Budget Guidelines, Calendar, and Forms distributed by Department of Administration to department heads.
May 22-July 7, 2023	Departments develop FY 2024 Budget requests with support from Finance, Human Resources & Information Technology Divisions
July 7, 2023	Departments submit draft FY 2024 Budgets to Department of Administration
July 2023	County Manager and CFO review draft FY 2024 budgets and meet with department/division managers as needed.
August 2023	Department budgets approved by standing committees.
August 30, 2022	County Board workshop on draft FY 2024 budget (evening: time to be determined)
Sept. 13, 2023	County Manager and CFO present updated draft of FY 2024 Budget to Executive Committee for review
Sept. 14 – Oct.4	County Manager and CFO prepare final revisions to FY 2024 Budget
Oct. 11, 2023	Executive Committee recommends final draft FY 2024 Budget
Oct. 18, 2023	Draft FY 2023 Budget presented to County Board – Board endorses
Oct. 19, 2023	Notice of public hearing for FY 2024 Budget published

Nov. 14, 2023

Public Hearing for FY 2024 Budget at County Board meeting. Board adopts balanced FY 2024 Budget

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

REPORT & RESOLUTION NO. 25

Supervisor Morehouse moved to approve resolution No. 25, Approving and Authorizing the Joint Agreement Between Elk Creek Solar, the Town of Spring Brook, and the County of Dunn Regarding the Construction and Operation of a Photovoltaic Electrical Generating Facility, seconded by Supervisor Prochnow. Corporation Counsel provided an overview. Chair McCullough asked if there were any questions. Questions were asked from the floor and responded to by County Administration and representatives of Elk Creek Solar. Motion carried by voice vote.

RESOLUTION NO. 25

**Approving and Authorizing the Joint Agreement Between
Elk Creek Solar, the Town of Spring Brook, and the County of Dunn
Regarding the Construction and Operation of a Photovoltaic Electrical Generating Facility**

NOW, THEREFORE, BE IT RESOLVED that that the Dunn County Board of Supervisors hereby approves the attached Joint Agreement between Elk Creek Solar, the Town of Spring Brook, and Dunn County; and

BE IT FURTHER RESOLVED that the Dunn County Board of Supervisors authorizes the County Board Chair or designee to enter into and execute the Joint Agreement.

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Adopted on: April 19, 2023

OFFERED BY THE EXECUTIVE COMMITTEE:
Kelly McCullough, Chair

ATTEST:

Andrew Mercil, County Clerk

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

Budget Impact: Approval of this resolution will have no direct budgetary impact. Dunn County will no longer receive property tax revenue on the land used for operation of the solar photovoltaic electrical generating facility, but will receive payments in lieu of taxes from the State of Wisconsin in the form of shared Utility Tax revenue that is anticipated to exceed the amount of lost tax revenue.

Background Information: Elk Creek PV 1, LLC (Elk Creek Solar) desires to develop, construct, and operate a solar photovoltaic electrical generating facility to generate and deliver up to 300-megawatts, along with necessary associated facilities such as a generation tie line, a new substation, power collection lines, an operations and maintenance facility, a battery energy storage system, and access roads.

Solar photovoltaic electrical generating facilities of the scale being proposed by Elk Creek Solar are subject to the exclusive jurisdiction, approval, and authority of the Public Service Commission

of Wisconsin. Elk Creek Solar has applied for a Certificate of Public Convenience and Necessity from the Public Service Commission of Wisconsin.

Elk Creek Solar has negotiated a Joint Agreement in good faith with input from the Town of Spring Brook and the County of Dunn. The Joint Agreement addresses matters such as project planning, use and repair of public roads and rights-of-way, drainage, setbacks, equipment height, vegetation management, fencing, decommissioning assurances, and shared revenue payments to the Town of Spring Brook and the County of Dunn.

Once both the County and Town have executed the Joint Agreement, it will be filed with the Wisconsin Public Service Commission.

JOINT AGREEMENT

This Joint Agreement (Agreement) is made by, among and between Elk Creek PV I, LLC (Elk Creek Solar); the Town of Spring Brook, Wisconsin (Town); and Dunn County, Wisconsin (County) (the Town and County, together, are referred to herein as Local Governments), on this _____ day of _____, 2023 (Effective Date). The Town, the County, and Elk Creek Solar are referred to individually as a Party and collectively referred to as the Parties.

RECITALS

1. Elk Creek Solar desires to develop, construct and operate a 300-megawatt (MW) (at the point of interconnection) solar photovoltaic electrical generating facility with necessary associated facilities such as a generation tie line (Gen-Tie Line), a new substation, power collection lines, an operations and maintenance facility, a battery energy storage system, and access roads in the Town and County (Project). The size of the Project components may sum to up to 324 MW (alternating current) to allow for commercial delivery of no more than 300 MW to the transmission system. In order to build the Project, Elk Creek Solar must apply for and receive a Certificate of Public Convenience and Necessity (CPCN) from the Public Service Commission of Wisconsin (PSCW).
2. The Parties agree that it is in the best interests of each to memorialize the rights, obligations, and responsibilities of the Parties with respect to the Project's use of, among other things, County and Town roads, rights-of-way, and drainage systems during construction, operation, and decommissioning of the Project.
3. The Parties agree that the Project is under the jurisdiction of the PSCW.
4. The Parties further agree that this Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good faith dealing.
5. Any amendment to this Agreement must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

1. **Planning.** The Parties understand and agree that approval of the Project is solely under the jurisdiction of the PSCW and that the Project's preliminary site plans are subject to approval from the PSCW for substantive site design changes. The Local Governments further agree that the Local Governments may not require changes to the Project. Elk Creek Solar recognizes the benefits of sharing information with the Local Governments with the goals of minimizing

detrimental impacts to existing infrastructure, managing costs, promoting good working relationships, and protecting non-participating property owners. Each Party agrees to fully support the Project CPCN application through the PSCW CPCN review process and any related appeal.

- a. At least thirty (30) days prior to the start of construction, Elk Creek Solar will hold an on-site meeting inviting local emergency responders to discuss the construction site specific emergency action plan, emergency response information such as meeting points and locations of emergency equipment, and construction plans. As available, written copies of emergency action plans and site maps will be provided to local emergency responders.
- b. At least thirty (30) days prior to the start of construction, Elk Creek Solar shall provide the construction target start date to the Local Governments.
- c. At least thirty (30) days prior to the start of construction, representatives of Elk Creek Solar shall meet virtually or in person with the Local Government officials¹ responsible for roads and drainage and local emergency responders to present final plans for use of public roads (including all Town and County roads anticipated to be used during construction), public road crossings, driveway/entrance locations, location of equipment laydown yards, finalize construction scheduling and discuss safety practices and further coordinate local emergency response capabilities (such meeting, the Pre-Construction Meeting). At the Pre-Construction Meeting, the Parties shall identify safety concerns and structural issues of any road or structure, if applicable, and propose mutually acceptable alternative routes or remediation methods for alleviating such concerns and issues.
- d. No later than the date of the Pre-Construction Meeting, Elk Creek Solar shall provide the contact person for each Local Government with copies of any glare, sound, electromagnetic frequency, and storm water studies which were previously submitted in conjunction with the PSCW's CPCN review process.
- e. No later than one hundred and twenty (120) days after the commercial operation date (COD), Elk Creek Solar will schedule an on-site meeting inviting local emergency responders to discuss the operation's site-specific emergency action plan, emergency response information such as meeting points, locations of emergency equipment, and operation plans. No later than one (1) year after the COD, an emergency response drill will be scheduled by Elk Creek Solar, at which local emergency responders will be invited to participate.

2. Project's Use of Roads and Road Repair Obligations.

- a. Elk Creek Solar will construct twelve to twenty (12-20) foot wide Project site roads to provide access to public roadways and on-site equipment for construction and operation. The roads will be constructed primarily at grade to maintain the site drainage characteristics. Elk Creek Solar may install culverts in areas of confined/preferential flow to maintain surface water flow under the constructed access roads. Elk Creek Solar will begin construction of the internal site roads by removing the topsoil and organic material, then compact and construct the subgrade per civil design requirements, before adding and compacting a layer of road base.
- b. The Parties agree that the Project may use public roads, and that this Agreement expressly provides for such use to the extent approval is required by the Town or County, and that no additional Town or County permits are required for the use of public roads jurisdictional

¹ Local Government representatives under this provision shall be designated by each Local Government entity.

to the Town or County. Additionally, the Parties acknowledge that in connection with construction, operation and maintenance of electric collection lines, communications cables and other equipment (collectively, the Facilities), that Elk Creek Solar may, when necessary, operate vehicles, build and use new Project driveways and entrances, and place underground Project Facilities within road rights-of-way, cross roads, and drainage systems without the need for additional approval from the County or Town.

- c. Elk Creek Solar shall commission a report prepared by a mutually agreed-upon subject matter expert to record the pre-construction condition of the portions of the Local Government roads anticipated to be used during construction (the “Public Roads” constituting the “Construction Route”) and provide such report to the Local Governments. This report will include video documentation and will be provided forty-five (45) days prior to the start of construction. The Public Roads are 790th Street, 810th Street, 850th Street, 890th Street, 260th Street, 270th Street, 290th Street, 370th Avenue, County Highway B, County Highway C, County Highway E, County Highway EE, and County Highway H. The Construction Route and roads constituting the Public Roads may be modified as provided in Sections 1.c and 2.g. Elk Creek Solar shall comply with any County road weight restrictions during the period of March 1 through April 15.
- d. Elk Creek Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points in safe conditions consistent with County and Town standards for such Public Roads throughout the construction.
- e. In instances where a utility line for the Project must cross a Public Road, Elk Creek Solar shall use directional boring under the roadway instead of open cuts for trenches that affect the roadway surface. All underground borings shall commence and terminate outside of the right-of-way, unless otherwise approved by the applicable permitting entity. Limited exceptions may be requested from the appropriate Local Government, which the appropriate Local Government will consider in good faith.
- f. For purposes of this Section 2.f, the “Commercial Operation Date” shall be the date designated by Elk Creek Solar in its written notice to the Local Governments declaring that commercial operation of the Project has commenced. Promptly after the Commercial Operation Date, Elk Creek Solar shall commission a report prepared by a mutually agreed upon subject matter expert to document the post-construction condition of the Construction Route and compare it to previously documented pre-construction conditions. The subject matter expert’s report shall be submitted to the Local Governments no more than ninety (90) days after the Commercial Operation Date. To the extent any damage (excluding normal wear and tear, unrelated to the Project) has occurred as a direct result of the Project’s construction, and unless waived by the Local Government with jurisdiction over the road, Elk Creek Solar shall return those portions of any Public Road affected by the Project to a level comparable to their pre-construction conditions, or alternatively, if approved by the appropriate Local Governments, compensate the jurisdictional Local Governments to repair said roadways to a level comparable to their pre-construction level within forty-five (45) days following receipt of the subject matter expert’s report.
- g. The Public Roads identified in this Section will be the exclusive County and Town roads authorized to be used by construction vehicles (excluding vehicles used primarily for transporting construction employees) for the Project. If Elk Creek Solar needs to use County or Town roads not listed herein by construction vehicles, Elk Creek Solar shall negotiate such use with the applicable Local Governments, as provided for in Section 1.c.

Local Governments shall not unreasonably deny requests by Elk Creek Solar to use additional County or Town roads.

- h. As affected by the maintenance and operational activities of the Project, Elk Creek Solar shall reasonably maintain the road infrastructure of the Construction Route and Project site access points, in safe conditions consistent with County and Town standards throughout the Project operational period.
- i. No less than ninety (90) days prior to the start of decommissioning, Elk Creek Solar and Local Governments shall coordinate, and where appropriate make necessary binding commitments, to ensure that all decommissioning activities have no unreasonable impacts on County and Town roads.

3. Project's Drainage Repair Obligations.

- a. Elk Creek Solar shall develop a Stormwater Pollution Prevention Plan and Erosion Control Plan for the Project (Erosion Plan) or similar plan as required by the PSCW. Elk Creek Solar shall provide these documents to the contact person for each Local Government thirty (30) days prior to the start of construction.
- b. Prior to the commencement of construction, Elk Creek Solar will consult with the Dunn County Land and Water Conservation Division for review and comment of the Erosion Plan. At its discretion, Elk Creek Solar shall modify its Erosion Plan as a result of such consultation for any reasonable recommendations made by the Land and Water Conservation Division.
- c. If not provided in the Erosion Plan, Elk Creek Solar shall have ninety (90) days from the completion of Project construction to provide the applicable Local Government with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the Project footprint, caused by construction activities that negatively impact drainage systems, and if applicable (b) compensate the applicable Local Government to repair such public drainage infrastructure to a level comparable to the pre-construction level. Elk Creek Solar shall complete all relevant drainage infrastructure repairs within sixty (60) days of the Local Government's approval of the drainage infrastructure repair plan.
- d. Elk Creek Solar agrees to maintain all drainage systems on the Project site to the extent necessary for proper drainage on the Project site and to prevent unreasonable drainage onto public property and roads, including rights of way, and other private property from the Project site, all in accordance with the Project's CPCN. Failures of the Project's drainage system to prevent unreasonable drainage onto public property and roads as well as other private property from the Project site will be corrected in a timely manner. This includes during construction, throughout the life of the Project's operations, during decommissioning and at the completion of decommissioning.

4. Utility Shared Revenue Payments.

- a. The Parties acknowledge that commercial operation of the Project will result in the payment to the Local Governments of annual license fee under Wisconsin Statutes §§ 76.28 or 76.29 (Annual License Fee) upon commercial operation of the Project. Pursuant to Wisconsin Statutes § 79.04, the Wisconsin Department of Administration is required to distribute a certain amount of the Annual License Fee to certain counties and municipalities (Utility Shared Revenue Payment). The Parties estimate that the Project will generate annually over its useful life \$1,200,000.00 in Utility Shared Revenue Payments.² The

² The total amount of Utility Shared Revenue Payments and allocation of the same are based on current Project design as of the time of execution of this Agreement. These amounts and recipients may change

Local Governments hereby agree among themselves that the Utility Shared Revenue Payment may be distributed by the State of Wisconsin as follows, subject to any necessary approval from the State of Wisconsin:

- 1) \$500,000.00 annually for the Town
 - 2) \$700,000.00 annually for the County
- b. Neither Elk Creek Solar nor its direct or indirect owners or affiliates shall take any affirmative action to directly interfere, impede, eliminate, or reduce the Utility Shared Revenue Payments that result from operation of the Project, provided that the foregoing prohibition shall not apply to any action taken in order to obtain or maintain rate recovery for the project(s) subject to the Utility Shared Revenue program.

5. Assurances in Support of Decommissioning.

- a. Subject to Section 5.b:
- 1) Within ninety (90) days prior to starting construction, Elk Creek Solar shall provide the County with cash, a bond, or a letter of credit (collectively and individually, Financial Assurance) to cover ten (10) percent of the estimated costs of the decommissioning plan filed with the PSCW, net of any salvage value if not otherwise accounted for in the decommissioning plan costs.
 - 2) On or before the fifth anniversary of the Project's COD, Elk Creek Solar shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of the decommissioning plan filed with the PSCW, net of any salvage value if not otherwise accounted for in the decommissioning plan costs.
 - 3) On or before the tenth anniversary of the Project's COD, Elk Creek Solar shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of the decommissioning plan filed with the PSCW, net of any salvage value if not otherwise accounted for in the decommissioning plan costs.
- b. If Elk Creek Solar is acquired by a utility or cooperative with service territory in Wisconsin, no Financial Assurance shall be required. Financial Assurance shall be required if Elk Creek Solar is acquired by any entity other than a utility or cooperative with service territory in Wisconsin (Non-Utility Acquiring Entity). A Non-Utility Acquiring Entity shall be required to maintain the Financial Assurance and decommissioning requirements set forth in this Agreement and the decommissioning plan filed with the PSCW.
- c. The decommissioning plan filed with the PSCW (the Decommissioning Plan) shall be provided to the Local Governments. The Decommissioning Plan shall be reviewed and updated, including the net cost estimates for decommissioning, in the twentieth (20th) year of the Project's operations and every subsequent five (5) years, unless the requirement to complete the update is waived by all Parties to this Agreement. The updated Decommissioning Plan may not be less restrictive with respect to decommissioning requirements than the initial Decommissioning Plan.
- d. The Financial Assurance set forth herein and the Decommissioning Plan filed with the PSCW shall survive the termination of this Agreement until decommissioning is complete as determined by the PSCW.

6. Setbacks, Equipment Height, Vegetation, Fencing, Aesthetics and Sound Impacts.

- a. Project Setbacks. The Project design shall incorporate a minimum one hundred (100) foot setback to all above ground Project components from the property boundary of each non-

based upon final Project design and construction. Additional payments from the State of Wisconsin may also be made, as provided for under state law.

participating property abutting the Project property (excluding fences and access roads) and existing at the time of Project CPCN application submission to the PSCW. There shall also be a one hundred and fifty (150) foot setback from residential structures of non-participating landowners. All applicable requirements of the Dunn County Shoreland Zoning Ordinance shall be met when determining setbacks for structures and other Project components.

- b. Equipment Height. The height of the Project's equipment shall be no higher than twenty (20) feet (with the exception of the Project substation, utility switching station, Gen-Tie Line, and, if necessary, above-ground collection line structures).
 - c. Vegetation Management. Elk Creek Solar shall comply with the vegetation management plan filed with and approved by the PSCW. To control potential invasive and/or noxious weed species that have the potential to impact neighboring properties, Elk Creek Solar will implement a vegetation management regimen that will consist of mowing and selective practices sufficient to control noxious weeds, including but not limited to the use of approved herbicides. All applicable requirements of the Dunn County Shoreland Zoning Ordinance shall be met regarding restrictions on removing vegetation.
 - d. Fencing.
 - 1) Elk Creek Solar shall install deer fencing around the solar equipment at the height of eight (8) feet or a height mandated by the PSCW to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of eight (8) feet or a height mandated by the PSCW, the height mandated by the PSCW shall control.
 - 2) The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.
 - 3) No fence shall cross a "navigable" waterway as defined by the Wisconsin Department of Natural Resources.
 - 4) No fencing shall be placed within the right-of-way of any road or highway maintained by the Local Governments.
 - e. Aesthetics. Elk Creek Solar shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining landowners. For non-participating landowners whose primary residence abuts the Project, Elk Creek Solar shall make a good faith effort to address aesthetic concerns raised by such landowners. Good faith efforts shall include meeting with the landowner to discuss, and where appropriate, implement, reasonable mitigation.
 - f. Sound Impacts. The Project's inverters, substations, motors and other noise emitting equipment shall not exceed the maximum sound level mandated by the PSCW.
7. **Assignment of Interest.** Elk Creek Solar shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-Party entity at any time. In such event, such non-Party entity shall, with Elk Creek Solar or, in the event of total sale, assignment or lease, in lieu of Elk Creek Solar, have the same rights and obligations as Elk Creek Solar as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Elk Creek Solar shall also have the sole and exclusive right (without consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity, or other financing for the Project to

Elk Creek Solar or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Elk Creek PV I, LLC, or any sale of direct or indirect ownership interests in Elk Creek PV I, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement.

8. **Cooperation.** Elk Creek Solar and the Local Governments shall communicate and cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project. If, at any time after the Project's COD, Elk Creek Solar brings forth a new permit application to the PSCW related to the Project, then Elk Creek Solar shall provide the Local Governments with sixty (60) days' prior notice of such action and the Parties shall work together in good faith to develop and implement appropriate modifications to this Agreement to account for such action.
9. **Compliance and Complaint Process.** Elk Creek Solar shall identify to the contact person for each Local Government a Project contact for compliance and complaints, if any (Project Contact). During construction, the construction site manager of the engineering, procurement, and construction firm selected by Elk Creek Solar will be designated as the Project Contact. After construction completion, at least one member of Elk Creek Solar's full-time operations team will be its Project Contact. Complaints shall be submitted in writing via electronic mail at an address provided by Elk Creek Solar.
10. **Indemnification.** Elk Creek Solar agrees to defend, indemnify, and hold harmless each Local Government and its supervisors, trustees, administrators, employees, and representatives (collectively the Indemnified Parties) against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Government and for physical injury to any person, to the extent the same is a result of any activities or operations of Elk Creek Solar, its agents and employees, or the performance or non-performance of its duties pursuant to this Agreement, except to the extent caused by the negligence or intentional misconduct of one or more of the Indemnified Parties. Furthermore, Elk Creek Solar agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of performance or non-performance of any of the terms and conditions of this Agreement, except to the extent that such claims are caused by the negligence or intentional misconduct of one or more of the Indemnified Parties. This indemnification obligation shall survive the termination of this Agreement.
11. **Insurance.** Elk Creek Solar shall at all times during construction, operation and decommissioning of the Project maintain Commercial General Liability insurance policy commensurate with industry standards. The Local Governments shall be named as additional insureds on the policy and the certificates of insurance will be provided to the Local Governments upon initial purchase and each renewal, as well as notifications of policy cancellation.
12. **Compliance with Laws.** Elk Creek Solar shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments, and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities unless such approvals are otherwise preempted by Elk Creek Solar's receipt of a CPCN.
13. **Entire Agreement.** This Agreement, including all other documents and agreements referenced herein, constitutes the entire Agreement among the Parties hereto in respect to the

Project. However, this Agreement shall be deemed and read to include and incorporate any related approvals of the Local Governments if not preempted by the grant of the CPCN or if agreed to by Elk Creek Solar in this Agreement. In the event of a conflict between this Agreement, any related approvals by the Local Governments, or the requirements of the PSCW, the PSCW's requirements shall be deemed controlling. A conflict is that situation where a PSCW requirement and a requirement of either this Agreement or Local Government approval as described and limited in this Section are mutually exclusive – it is impossible to satisfy both. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the Parties.

14. **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.
15. **Disputes.** Elk Creek Solar will have sixty (60) days from the time in which a Local Government notifies it of any dispute related to this Agreement to: 1) make a determination of its validity, and if so determined to be valid, 2) provide a plan in which to reasonably remedy such complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the Local Government shall provide written notice of said dispute to Elk Creek Solar within thirty (30) days after the occurrence of steps 1) or 2) (Notice of Dispute). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the Local Government. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. All Disputes which are not resolved by good faith discussions or mediation may be resolved by any other process provided by law.
16. **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.
17. **Term.** The term of this Agreement shall commence on the Effective Date and, other than as described in Sections 5(d) and 10 of this Agreement, shall continue for the duration of the Project's commercial operation, unless terminated by mutual agreement of the Parties.
18. **Notices.** Notices, requests, demands, and other communications shall be sent to the following addresses:
If to Elk Creek PV I, LLC:
Bill Keeney
Chief Development Officer
TED Renewables, LLC
7500 College Blvd, Suite 400
Overland Park, KS 66210
If to Dunn County:
Kristin Korpela
Dunn County Manager
3001 UW Hwy 12 East, Suite 225

Menomonie, WI 54751
and
Dunn County Office of Corporation Counsel
3001 US Hwy 12 East, Suite 263
Menomonie, WI 54751

If to the Town of Spring Brook:

Mary L. Strand
Town of Spring Brook Clerk
N2616 County Road H
Elk Mound, WI 54739-9402

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next business day if sent by overnight delivery service (e.g., Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

Notices may be also sent via email transmission to the email addresses provided below, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

If to Elk Creek PV I, LLC:

NAME: Bill Keeney
TITLE: Chief Development Officer
EMAIL: bkeeney@tedrenewables.com
NAME: Dylan Stickney
TITLE: Sr. Manager, Project Development
EMAIL: dstickney@tedrenewables.com
NAME: Ian Edwards
TITLE: Manager, Project Development
EMAIL: iedwards@tedrenewables.com

If to Dunn County:

NAME: Kristin Korpela
TITLE: Dunn County Manager
EMAIL: kcorpela@co.dunn.wi.us
NAME: Nicholas P. Lange
TITLE: Corporation Counsel
EMAIL: nlange@co.dunn.wi.us

If to the Town of Spring Brook:

NAME: Mary L. Strand
TITLE: Town of Spring Brook Clerk
EMAIL: clerk@tn.springbrook.wi.gov

ELK CREEK PV I, LLC:

By: Bill Keeney, Authorized Signatory

Approved this _____ day of _____, 2023.

By: _____

DUNN COUNTY:

By:

Approved this ____ day of _____, 2023.

By: _____

TOWN OF SPRING BROOK:

By:

Approved this ____ day of _____, 2023.

By: _____

REPORT & RESOLUTION NO. 26

Supervisor Calabrese moved to approve resolution No. 26, 2023 Budget Adjustments, seconded by Supervisor Stene. Chair McCullough asked if there were any questions. There were none. Motion carried by a roll call vote.

**RESOLUTION NO. 26
2023 BUDGET ADJUSTMENTS**

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Dunn, Wisconsin that, effective with the publication of the notices required by law, the budget of the County of Dunn for the year beginning January 1, 2023 is amended by the following amounts to the line item account numbers shown:

<u><i>Environmental Services Department</i></u>	<u><i>Expense</i></u>	<u><i>Revenue</i></u>
State Grants – Nitrogen Optimization Pilot Program (new grant)		
2100010900 – 524030 – Grounds and Grounds Improvement	\$150,000	
2100010900 – 435000 – State Revenue		\$150,000
<u><i>Human Services Department</i></u>	<u><i>Expense</i></u>	<u><i>Revenue</i></u>
ADRC – Independent Living Supports Pilot		
3120050900 – 511*** – Salaries (New Grant)	\$371,520	
3120050900 – 435000 - State Grants (New Grant)		\$371,520
Coordinated Specialty Care-CAA (G312000122.2223)		
3120020900 – 521230 – Peer Specialist (G312000122.2223)	\$30,596	
3120020900 – 435000 – State Grants (G3120000122.2223)		\$30,596

BE IT FURTHER RESOLVED that the County Board authorizes the Department of Administration to enter and maintain the information contained herein in a manner based upon generally accepted accounting standards and that, effective with the publication of the proceedings of this meeting, the following changes are hereby adopted.

Dated the 19th day of April 2023, at Menomonie, Wisconsin.

Adopted on: April 19, 2023

OFFERED BY THE EXECUTIVE COMMITTEE:
Kelly McCullough, Chair

ATTEST:

Andrew Mercil, County Clerk

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

REPORT & RESOLUTION NO. 27

Supervisor Quinn moved to approve resolution No. 27, Requesting The State Revise The Current Real Estate Transfer Fee Revenue Sharing Formula, seconded by Supervisor Hartung. Register of Deeds Heather Kuhn provided an overview. Chair McCullough asked if there were any questions. There were none. Motion carried by voice vote.

RESOLUTION NO. 27

Requesting The State Revise The Current Real Estate Transfer Fee Revenue Sharing Formula

NOW, THEREFORE, BE IT RESOLVED that the Dunn County Board of Supervisors, requests the State of Wisconsin to revise the real estate transfer fee share formula to again allow Wisconsin counties to retain 50% of all real estate transfer fees collected, with 50% to be remitted to the State; and

BE IT FURTHER RESOLVED that the County Clerk is directed to send copies of this resolution to Dunn County's elected representatives in the Wisconsin Assembly and Senate, to the Governor, and to the Wisconsin Counties Association.

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Adopted on: April 19, 2023

ATTEST:
Andrew Mercil, County Clerk

OFFERED BY THE LEGISLATIVE
COMMITTEE:

Gary Stene, Chair

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

Fiscal Impact Statement: Approval of this Resolution will have no budget impact.

Background Information: The collection of a real estate transfer fee by counties was mandated by the State of Wisconsin in 1969, and included a requirement that counties remit 50% of all transfer fees collected to the State. In 1981 the State changed the transfer fee formula to require counties to remit 80% of all transfer fees collected to the State.

Dunn County, through the Register of Deeds office, assumes the annual operating costs of recording all real estate transfers occurring in the county, including the collection of real estate transfer fees. Dunn County real estate transfer fee collections over the past five years totaled \$3,488,097.90 of which the County retained \$697,619.58 and \$2,790,478.32 was remitted to the State. If the transfer fees collected had been shared equally between the State and the County under the original formula, the County's share of fees collected during that same five-year period would have provided an additional \$1,046,429.37 in support of local government.

In 2021, the State of Wisconsin built up a budget surplus of approximately \$2.5 billion dollars while Wisconsin counties continue to struggle financially due to the increasing costs of providing county government services in an inflationary economy; and providing services for increasing

unfunded State mandated programs along with the financial restrictions imposed by State imposed levy limits.

This request is also included in the 2023-2024 Wisconsin Counties Association's Legislative Agenda.

The Planning, Resource and Development Committee has reviewed this Resolution and recommends its approval.

REPORT & RESOLUTION NO. 28

Supervisor Hedlund moved to approve resolution No. 28, Amending The Employee Handbook, seconded by Supervisor Zons. Human Resources Director Jenalee Nutter provided an overview. Chair McCullough asked if there were any questions. There were none. Motion carried by voice vote.

RESOLUTION NO. 28 AMENDING THE EMPLOYEE HANDBOOK

NOW, THEREFORE, BE IT RESOLVED by the Dunn County Board of Supervisors that policies contained in the Employee Handbook be amended as shown in the attached document, effective as of April 1, 2023.

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Adopted on: April 19, 2023

ATTEST:
Andrew Mercil, County Clerk

OFFERED BY THE COMMITTEE ON
ADMINISTRATION:
Vaughn Hedlund, Chair

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

Budget Impact: The estimated financial impact of each proposed policy amendment is included below. The departments impacted by the amendments anticipate being able to absorb the additional expense within the FY 2023 budget.

Background Information:

Recruitment and retention has been a primary focus for the Human Resources Division. Therefore, staff has been reviewing the current policies that provide forms of compensation and overtime relating to on-call pay, training pay, voluntary shift pay, and call-in pay.

On-Call Pay

Currently, the on-call pay provision is included within the Wages & Other Forms of Compensation policy. The current policy simply states that only Professional Exempt employees are eligible to receive \$1.60 per each hour they are assigned to be on-call. This has been mostly applicable to employees in Human Services that are required to be on call per state statute. Over time, due to operational changes and requirements, a review of this provision has been completed and proposed changes are being provided for consideration.

Four department in the County have a need to schedule employees for on-call services including Human Services, the Sheriff's Office, Facilities, and the Highway Department. Due to the specificity of each Department's needs, a separate policy has been drafted to replace the existing provision. This proposed policy applies to the Departments of Human Services, Highway, Facility's & Parks, and Sheriff's Office- Jail Division. It is only applicable to the employees in the listed Departments who are required to remain on premises or expected to be available to report to work or perform duties within one hour. Eligible employees will receive \$2.00 for each hour of being scheduled on-call outside of their normal work schedule. Non-exempt employees who are called to work during on-call periods will receive their base hourly rate for the time they are required to perform duties. If the work performed during on-call results in more than 40 hours worked within the work week of Sunday through Saturday, overtime pay will be processed per the Overtime Policy. Non-exempt employees who fall under this proposed policy would not be eligible for Call-In pay as described in the Overtime Policy for work performed within the timeframe of scheduled On-call pay.

The estimated annual fiscal impact of the proposed on-call pay rate for each applicable department is provided below. Each department anticipates the ability to absorb the cost of this change for the remainder of FY 2023.

- Human Services: \$2,660
- Highway Department: \$10,600
- Facilities Department: \$13,312
- Sheriff's Office – Jail: \$4,326

Please note, the proposed On-Call Policy has been drafted in a new policy format. Human Resources has been working with a consultant to convert all existing policies to a policy manual format. It is intended to convert all policies to the new format moving forward. During the process, there will be a mix of the prior format with the new format until we are able to fully complete the project and propose all updated policies for review by this Committee and the Board.

Wages & Other Forms of Compensation Policy: Training Pay

Training pay is provided as part of the Wages & Other forms of compensation policy. Currently only Correctional Officers and Telecommunicators are provided with \$0.50 for each hour they are assigned to train new staff. The current rate was added to the policy in 2016 and has not since been reviewed. Based on a review of comparable organizations with similar provisions, staff is recommending to increase the training pay rate to \$3.00 per hour. The increased rate is also being proposed in an effort to retain tenured staff that have been training new employees more frequently compared to prior years.

Compared to the annual average of training hours that have been compensated for the past 5 years, the following estimated annual fiscal impact to each applicable department is listed below. Both departments are able to absorb these costs due to existing vacancies in FY 2023.

- Emergency Management & Communications: \$1,120
- Sheriff's Office – Jail Division: \$1,806

Wages & Other Forms of Compensation Policy: Voluntary Shift Incentive Pay

The Wages & Other Forms of Compensation Policy currently provides incentive pay to nursing employees at the Neighbors of Dunn County that volunteer to pick up open shifts. In consideration of the staffing challenges that have occurred in the Emergency Communications Center, it is proposed to include Telecommunicators in this provision. The proposal would provide \$5.00 per hour to Telecommunicators that voluntarily pick up open shifts with greater than 48 hours of notice. It would provide \$7.00 per hour to employees that voluntarily pick up open shifts with less than 48 hours of notice. This change is proposed in an effort to improve the process of filling open shifts, as the Emergency Communications Center has remained at short staffing levels for more than two years. This would encourage more employees to pick up open shifts and would also contribute to retention efforts for that group specifically.

The estimated fiscal impact of this cost based on the average number of open shifts per week is

\$13,312 per year. The Emergency Management & Communications Department would be able to absorb this cost in FY 2023 due to several vacancies in the department.

Overtime Policy: Call-In Pay

Currently within the overtime policy there is a call-in pay provision which provides hourly employees that are called in to work outside of their normal schedule with a minimum of 2 hours of pay at 1.5x their regular rate of pay.

In consideration of the proposed on-call pay policy that was previously discussed, the proposed changes for the call-in pay provision would remove the non-exempt employees from receiving call-in pay during the time they are receiving on-call pay. There has also been language added to clarify that call-in pay would apply only to employees that are called in to report in-person to work on premise. This change is anticipated to reduce call-in pay costs for Departments that allow remote work, as well as the Departments that assign employees to on-call shifts.

Overtime Policy: Compensatory Time

In 2019, the Compensatory Time policy was updated to prohibit employees from accruing and/or using compensatory time during the last three payroll periods of each calendar year. This change was put in place to allow time for processing pay-out of any compensatory time that is remaining at the end of the year. Concerns regarding this change have been identified and it limits the amount of time that employees have to be able to use the Compensatory Time. Therefore, it is proposed to amend the policy to provide more time for employees to utilize Compensatory Time before payouts are processed. This change would be intended to lower the cost of compensatory time payouts each year. This provides less time for Human Resources and Payroll to process the payout amounts, but it has been agreed that this is a feasible change from an operational perspective.

REPORT & RESOLUTION NO. 29

Supervisor Stene moved to approve resolution No. 29, Proclaiming April 28th, 2023, as Worker's Memorial Day in Dunn County, seconded by Supervisor Hedlund. Supervisor Hedlund provided an overview. Chair McCullough asked if there were any questions. There were none. Motion carried by voice vote.

RESOLUTION NO. 29
Proclaiming April 28, 2023, as Worker’s Memorial Day in Dunn County

NOW, THEREFORE, BE IT RESOLVED that the Dunn County Board of Supervisors hereby proclaims April 28, 2023, as Worker’s Memorial Day in Dunn County in recognition and honor of those workers who have died on the job or from occupational illness and disease, and to acknowledge the resulting suffering experienced by families and communities.

BE IT FURTHER RESOLVED that the Dunn County Board of Supervisors urges all employers and employees in Dunn County to work together to create safe and healthy work environments that will prevent the needless suffering caused by workplace accidents.

Offered this 19th day of April, 2023 at Menomonie, Wisconsin.

Adopted on: April 19, 2023

ATTEST:
Andrew Mercil, County Clerk

OFFERED BY THE COMMITTEE ON
ADMINISTRATION:
Vaughn Hedlund, Chair

Approved as to Form and Execution:
Nicholas P. Lange, Corporation Counsel

Budget Impact: Adoption of this resolution will have no impact upon the 2023 budget.

Background Information: Every year thousands of American workers are fatally injured on the job, tens of thousands die from occupational illness and disease, and millions more are injured.

Concerned Americans are determined to prevent these tragedies by:

- Organizing Worker’s Memorial Day on April 28th, a day chosen by the unions of the AFL-CIO as a day to remember and reflect on the lives of workers who have died from workplace injuries and disease;
- Renewing our efforts to seek stronger safety and health protections, better standards and enforcement, and fair and just compensation;
- Rededicating ourselves to improving safety and health in every American workplace.

ANNOUNCEMENTS

Announcements were made from the floor. The Chair declared the meeting adjourned at 9:30 pm.

Respectfully submitted,
ANDREW MERCIL,
DUNN COUNTY CLERK

Purchase Orders over \$40,000

PO#	Department	Vendor	Description	Amount
2000012726	Highway Department	4 Control Inc	Herbicide	\$73,836.50



Where Does Your Money Go?

2023 Tax Levy

A House Valued at \$150,000
will pay \$78.26 per month or
\$939.15 per year in county taxes



Libraries
\$2.18 per month

Courts, Child Support, District Attorney's Office
\$4.50 per month

Health Department & Human Services
\$12.20 per month

Facilities & Parks
\$3.95 per month

Environmental Services: Planning & Zoning, Surveying, Land & Water Conservation
\$3.75 per month

Medical Examiner
\$0.49 per month

Debt Service
\$14.50 per month

Highway & Bridges
\$10.54 per month

Public Safety: Emergency Communication, Sheriff's Office
\$21.81 per month

Register of Deeds
\$0.14 per month

Veterans Service Office
\$0.66 per month

UW Extension
\$0.68 per month

County Administration: Corporation Counsel, County Board, External Organizations, County Clerk
\$2.86 per month



DUNN COUNTY
Wisconsin

**CHILD SUPPORT AGENCY
ANNUAL REPORT
2022**

Josie LaLiberty, Director
Dunn County Child Support Agency
615 Stokke Parkway, Suite 1600
Menomonie, WI 54751
Phone: 715-232-1671
Fax: 715-232-6880
jlaliberty@co.dunn.wi.us

CHILD SUPPORT (IV-D) PROGRAM SUMMARY

Congress established the Child Support Enforcement and Paternity Establishment Program in 1975 under Title IV-D (pronounced 4-D) of the Social Security Act as a way to reimburse the government for welfare expenditures. Today, the IV-D Program is one of the most effective anti-poverty programs in the nation. The federal Office of Child Support Enforcement (OCSE) partners with state, tribal, and local child support agencies to implement and administer the IV-D Program to encourage parental responsibility so children receive financial, emotional, and medical support from both parents – even when they live in separate households.

Under contract with the Wisconsin Department of Children and Families, the Dunn County Child Support Agency (CSA) administers the IV-D program at the local level. Some of the specific services provided by the CSA include:

- Establish paternity (legal fatherhood) on behalf of the children of unwed parents
- Establish court orders requiring financial support be paid by non-custodial parents
- Establish court orders for health insurance to be provided by either parent when available through employment at a reasonable cost
- Locate absent parents and any assets necessary to establish, review, enforce, and collect child support and health insurance obligations
- Collection and distribution of child support payments
- Enforcement of child support and health insurance orders through various means including administrative, civil, interstate, and criminal actions

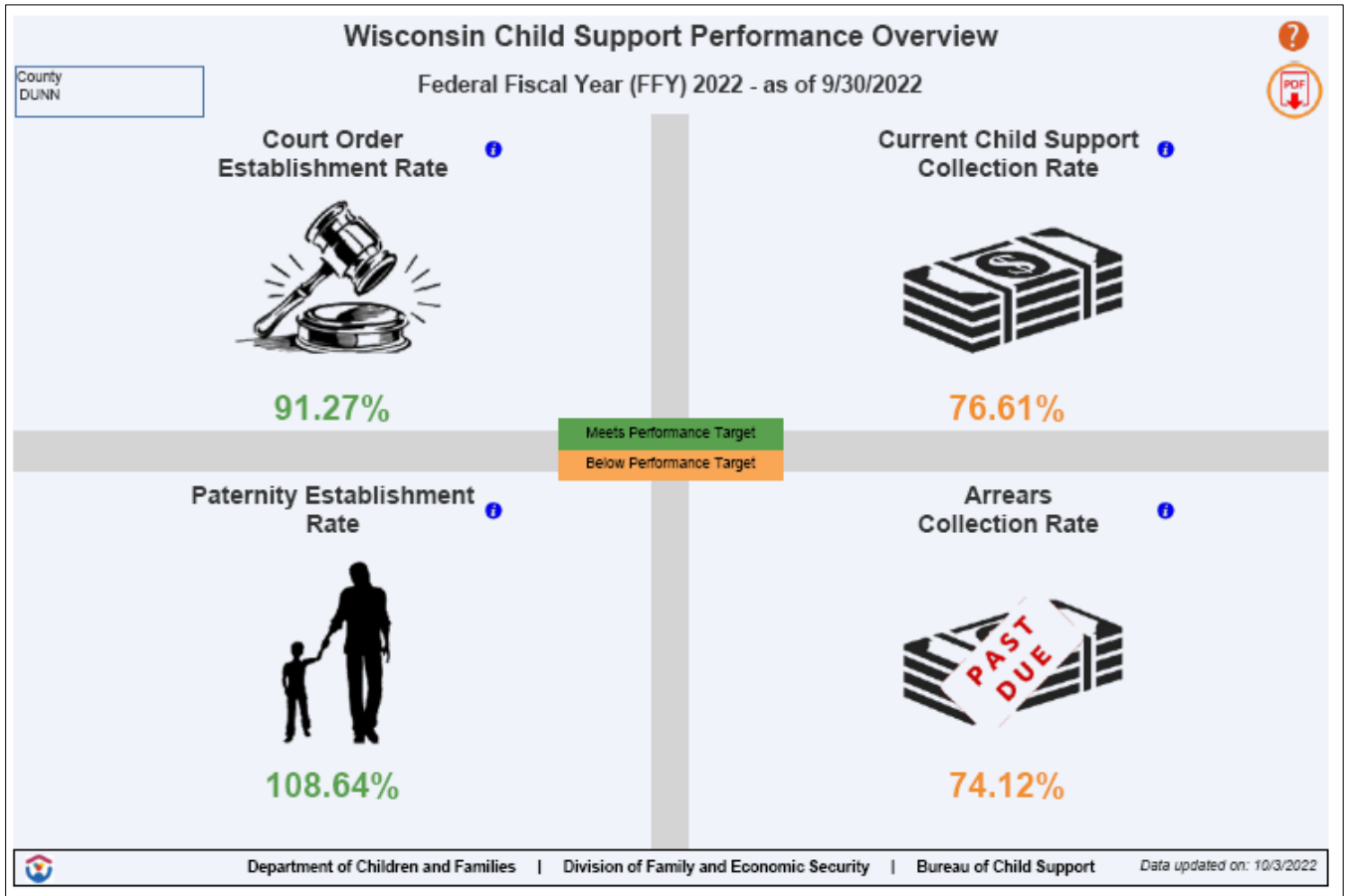
The Dunn County CSA is funded with a combination of federal, state, and county dollars. Federal administrative cost reimbursement is the principal funding source for the CSA. The federal reimbursement rate for qualifying IV-D Program expenditures is currently 66%.

The CSA also earns federal performance incentive payments in the areas of Paternity Establishment, Court Order Establishment, Current Support Collections, and Arrears (debt) Cases with Collection.

Federal Incentive Measure	Agency Target	Dunn County FFY 2020	Dunn County FFY 2021	Dunn County FFY 2022
Paternity Establishment	90% or greater *	111.66%	108.52%	108.64%
Court Order Establishment	80% or greater	89.86%	90.67%	91.27%
Current Support Collections	80% or greater	77.67%	77.61%	76.61%
Arrears Cases with Collection	80% or greater	77.79%	74.55%	74.12%

* Measure compares the percentage of children with paternity established in the current Federal Fiscal Year (FFY) with the number of children needing paternity established at the end of the prior FFY. As a result, this percentage may exceed 100%.

DUNN COUNTY'S PERFORMANCE – END OF FEDERAL FISCAL YEAR 2022



State Averages as of 09/30/22: Court Order Establishment Rate = 85.33%, Current Support Collection Rate = 73.66%, Paternity Establishment Rate = 98.11%, Arrears Collection Rate = 69.43%

CHILD SUPPORT AGENCY STAFF – 2022

The CSA employs 8 staff: 1 Director, 1 Program Assistant, 1 Legal Secretary, 1 Admin. Assistant, & 4 Specialists

Title:	Name:
Director:	Josie LaLiberty
Legal Secretary:	Kathy Bennig
Program Assistant:	Sarah Gaudes
Administrative Assistant:	(funded / unfilled)
Child Support Specialists:	Tracey Gumness Amanda Leach Kari Miller Kendall Wold

Back Row L-R: Kathy (Legal Secretary), Amanda (Specialist), Kari (Specialist), Sarah (Program Assistant)
 Front Row L-R: Tracey (Specialist), Barbara (Assist. Corp. Counsel), Josie (Director), Kendall (Specialist)



COOPERATIVE AGREEMENTS – 2022

The CSA has entered into three (3) Cooperative Agreements with partner agencies within Dunn County: Corporation Counsel’s office, Clerk of Courts office, and the Family Court Commissioner. These agreements allow for non-CSA staff to track their time when doing IV-D work. The CSA then submits those time submissions for 66% federal match reimbursement based upon the non-staff member’s hourly productive rate (i.e. salary + fringe benefits).

The CSA receives the federal 66% matching dollars and then transfers those funds back to the cooperative agency’s budget as a revenue to them. Due to the reworking of the Clerk of Court’s Cooperative Agreement specifically, revenue transfers increased 127% in 2022:

Cooperative Agency	2021 Revenue Transfer	IV-D Hours (2021)	2022 Revenue Transfer	IV-D Hours (2022)
Corporation Counsel’s Office	\$15,998.86	403.81	\$21,395.78	518
Family Court Commissioner	\$4,192.65	36.3	\$4,591.51	39.75
Clerk of Courts Office	\$8,075.25	253.79	\$38,224.49	1508
TOTAL:	\$28,266.76	693.90	\$64,211.78	2065.75

CSA'S POSITIVE IMPACT ON COUNTY LEVY – 2022

(\$49,781)	- Levy Used (\$55,404 returned to General Fund)
\$64,212	+ Cooperative Agreement Revenues Obtained
\$14,431	= Actual Levy Impact (+)

Child Support Agency: Financials Jan - Dec 2022

Acct Type	Total 2021 Actuals	Total 2022 Budget	YTD Actuals	Total 2022 Projected*
Revenue: State Grant	(461,459)	(487,229)	(466,180)	(466,180)
Revenue: Public Charges	(6,144)	(5,000)	(5,963)	(5,963)
Revenue: Misc	-	-	(350)	(350)
Revenue: Levy	(185,228)	(105,185)	(105,185)	(105,185)
Revenue: Grant	(77,597)	(127,987)	(97,119)	(97,119)
Expense: S&F	550,116	687,063	588,156	588,156
Expense: Operating	21,317	38,338	31,238	31,238
Grand Total	(158,994)	0	(55,404)	(55,404)
Revenue	730,427	725,401	674,798	674,798
Expenses	571,433	725,401	619,394	619,394
Net	158,994	-	55,404	55,404

* Projections: Surplus/(Deficit)

WHAT'S THE DIFFERENCE BETWEEN IV-D AND NON-IVD?

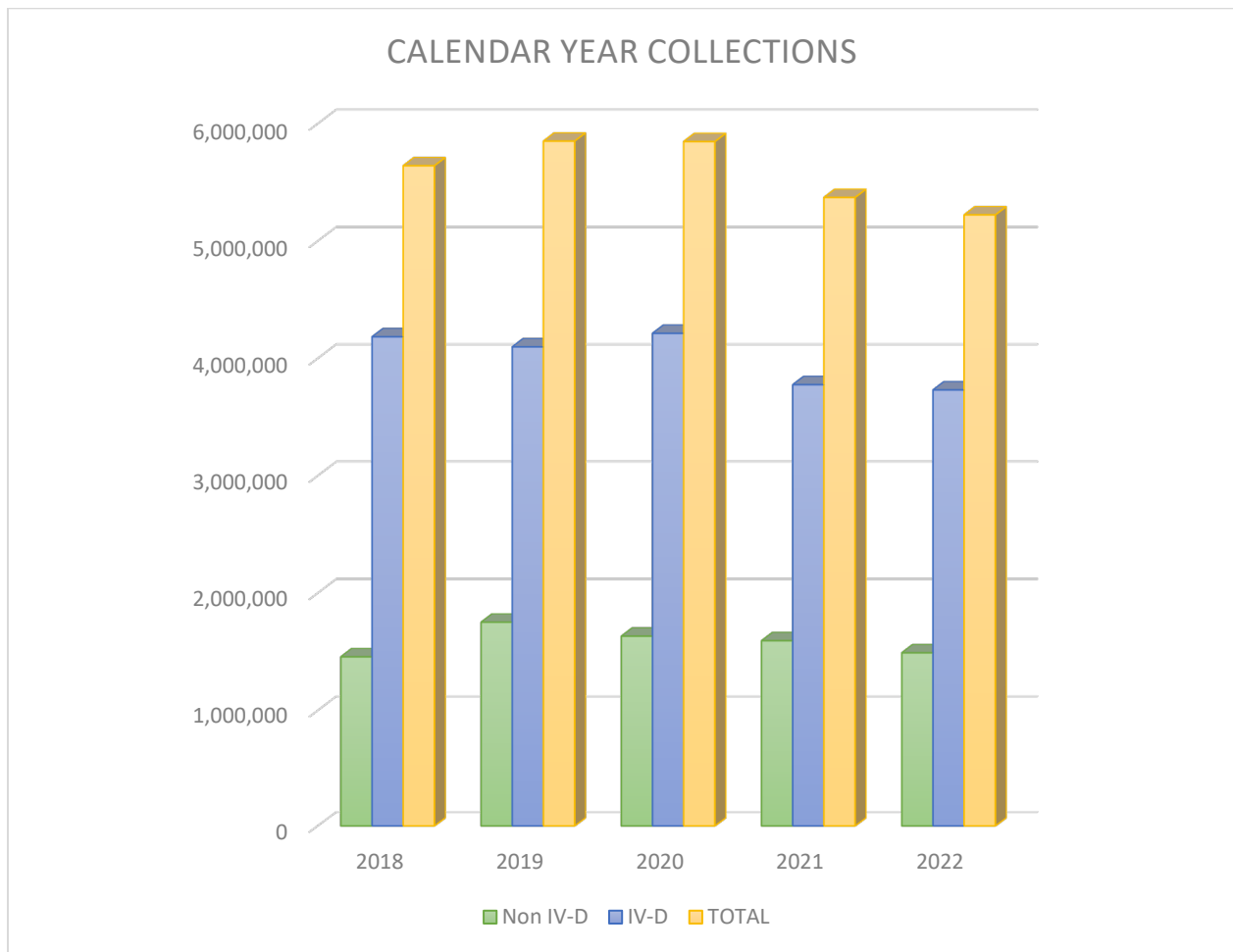
IV-D cases are created only after the Child Support Agency receives a referral. This occurs in one of three ways:

- IV-A referrals are received through an interface with the Dept. of Human Services, Economic Support division when a referable type of public assistance benefits is being expended on behalf of a child(ren), such as daycare or medical assistance (Badgercare) benefits.
- IV-E referrals are received through an interface with the Dept. of Human Services, Family & Children's Services unit when a child(ren) is placed outside of a parent or guardian's home and placed into a licensed foster home or kinship (relative) placement.
- IV-D referrals are the result of a direct application from a parent or guardian requesting child support services. There is no charge to the applicant to apply for IV-D services.

Non-IVD cases have a support order, but the state (i.e. the CSA) is a non-party to the court action due to not having a referral. The CSA’s Program Assistant will load the provisions of all Non-IVD orders into the Kids Information Data System (KIDS) and payments will still pass through the Wisconsin Support Collections Trust Fund (WISCTF) for distribution, but no case management services are provided by the Agency.

Non-IVD case participants with child support obligations can convert their case to IV-D by applying for services at any time, whereas spousal maintenance-only cases are ineligible for IV-D services.

Pursuant to the Non-IVD Fee Ordinance passed in November 2021, a \$35 fee was charged to Non-IVD case participants requesting non-qualifying service from the CSA (ex: income withholding), but who did not want or were ineligible for IV-D services. A total of \$350 in Non-IVD fees were collected in all of 2022.



	2018	2019	2020	2021	2022
Non IV-D	\$ 1,458,073.06	\$ 1,752,897.00	\$ 1,633,791.55	\$ 1,595,270.21	\$ 1,491,971.07
IV-D	\$ 4,184,533.19	\$ 4,099,209.91	\$ 4,214,354.52	\$ 3,776,653.41	\$ 3,731,719.72
TOTAL	\$ 5,642,606.25	\$ 5,852,106.91	\$ 5,848,146.07	\$ 5,371,923.62	\$ 5,223,690.79

DUNN COUNTY CSA'S YEAR IN REVIEW – 2022

- Dunn County had 1,869 IV-D cases and 857 Non-IVD cases as of December 31st
- \$5,223,690.79 in financial support was collected & distributed
- Assistant Corporation Counsel attended 430 court hearings and reviewed 2,295+ documents
- 99 new court actions were filed – 53 Support & Maintenance (i.e. family) actions & 46 paternity actions
- 105 genetic tests administered
- 21 Voluntary Paternity Acknowledgment (VPA) forms forwarded to Wisconsin State Vital Records office
- 139 payments totaling \$64,485.26 paid electronically via the Dunn County CSA's AllPaid site
- \$36,281.62 collected & reimbursed to Dept. of Human Services to offset the cost of out-of-home placements

ACCOMPLISHMENTS & COLLABORATIONS – 2022

- CSA staff referred seventy (70) case participants to Workforce Resources Inc. (WRI) for assistance with their employment and job training needs.
- The CSA and WRI co-hosted two (2) Job Fairs for Agency case participants and the general public.
- Director Josie LaLiberty and Program Assistant Sarah Gaudes each presented sessions at the 45th Annual Child Support Fall Conference hosted by the Wisconsin Child Support Enforcement Association (WCSEA).
- Director Josie LaLiberty served on WCSEA's Bulletin Review and the Awards & Nominations Committees.
- Dunn County co-hosted WCSEA's Western Region Roundtable with Eau Claire & Chippewa County; this being the first in-person regional meeting post-Covid. Twenty-three attendees from ten (10) counties participated.
- Director Josie LaLiberty, Program Assistant Sarah Gaudes, and Specialist Tracey Gumness each participated in various statewide KIDS Modernization Workgroups – a huge undertaking.
- CSA staff, headed by Specialists Amanda Leach and Kendall Wold, completed purging of all physical files as the Agency works toward an electronic file storage solution.
- The WiKIDS/CCAP interface conversion occurred in early-December. The Dunn County Clerk of Courts office went above-and-beyond to ensure CSA staff maintained access to historical documents within the court file.

WISCONSIN'S STATEWIDE IV-D PROGRAM IMPACTS – FISCAL YEAR 2021 DATA

- 347,000 children served statewide (13.2 million served nationwide – 1 in 5 children in the U.S.)
- \$906 million in child support collected statewide (\$32.7 billion nationwide)
- 96% of child support collected went directly to families (4% reimbursed public assistance)
- The enforcement of health insurance orders reduced Wisconsin's Medicaid costs by \$26.6 million
- \$6.43 in support was collected for every \$1.00 spent to administer the IV-D Program

WISCONSIN'S IV-D PERFORMANCE & NATIONAL RANKINGS – 2022

WISCONSIN	FFY 2018	FFY 2019	FFY 2020	FFY 2021	FFY 2022	Five-Year Change
Paternity Establishment %	102.6%	101.6%	100.1%	98.4%	98.0%	-4.6%
<i>National Rank</i>	13	16	16	20	19	(6)
Court Order %	86.8%	86.9%	86.2%	86.0%	85.3%	-1.5%
<i>National Rank</i>	36	33	35	34	36	-
Current Support Collection %	74.7%	75.1%	74.1%	74.5%	73.7%	-1.0%
<i>National Rank</i>	4	5	5	6	4	-
Arrearage Cases with Payment %	69.6%	69.4%	73.6%	72.1%	69.4%	-0.2%
<i>National Rank</i>	9	10	20	13	11	(2)
Cost-Effectiveness Ratio	\$5.80	\$6.20	\$7.16	\$6.43	\$5.95	\$ 0.15
<i>National Rank</i>	19	12	10	10	11	8

GOALS – 2023

- Explore electronic file storage solutions & complete back-scanning of existing paper files
- Successful onboarding of new Legal Secretary & fill vacant Administrative Assistant position
- Encourage staff's involvement in the IV-D Program beyond the boundaries of Dunn County
- Work to maintain and improve upon federal performance targets
- Maintain Exceptional Customer Service for the Families We Serve

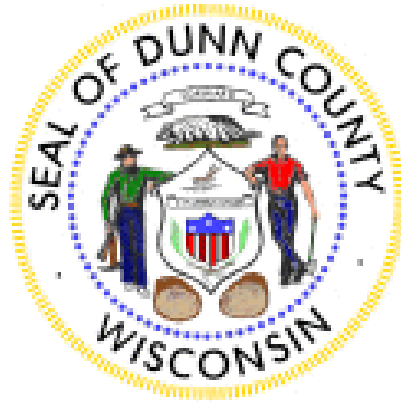
Respectfully submitted to the Dunn County Board of Supervisors on this 17th day of May 2023.

Josie LaLiberty

Child Support Director

Dunn County

2023 ANNUAL REPORT FOR THE DUNN COUNTY CIRCUIT COURTS



Provided to the
Dunn County Board of Supervisors
for the May 17, 2023 County Board Meeting
By
Katie M. Schalley, Clerk of Circuit Courts

DUNN COUNTY CIRCUIT COURTS ANNUAL REPORT TO THE COUNTY BOARD

2022 OVERVIEW/SUMMARY

The Circuit Courts, comprised of the Clerk of Courts office and Judges' office, strive to operate in an effective, efficient and professional manner. Following is a summary of our activities in 2022:

- Zoom has proven to be a helpful resource to the court system for various types of court hearings when personal appearance is not mandatory or needed. We will continue to hold court via Zoom as needed going forward. There were 14-jury trials that took place in 2022. It was the first time in Dunn County that there were two separate jury trials commencing on the same day with two different Judges presiding over the cases, this is due to having three Circuit Court Judges. We also had two separate first-degree intentional homicide jury trials take place in Dunn County within the same year. That has not happened before either.
- We hired a part-time Deputy Clerk position in September of 2022. This position is responsible for tracking and monitoring all exhibits filed in court cases where the exhibit(s) cannot be scanned into the electronic case file. This position is also responsible for offering back exhibits to the proffering party when the retention period has expired. This is the first time that we have had someone monitor and track exhibits according to Supreme Court Rule 72.
- October 31, 2022 was the last date that the Clerk of Courts office accepted passports applications. The decision to discontinue having the Clerk of Courts office act as a passport acceptance agent was due to the increased responsibilities that the U.S. Department of State was requiring for passport acceptance agents. The Clerk of Courts office is not statutorily responsible for accepting passports, nor is it a service that the county has to provide.
- We modified our jury rooms to provide more space for the jurors while they are deliberating. There is a larger table, additional storage for food and supplies, and a larger countertop that is used to serve their meals. This has been a complaint for many years by jurors. I am happy that we were finally able to make some minor adjustments to the rooms with a minimal cost.
- There was a 14% increase in circuit court case filings from 2021 to 2022. The criminal caseload had a 12% increase in 2022 compared to the 2021 case filings. The traffic caseload had an 18% increase in case filings in 2022 compared to the 2021 case filings. The increase of traffic case filings brings the numbers to a comparable level to case filings before the COVID-19 pandemic.

2022 REVENUE COLLECTED & DISBURSEMENT SUMMARY

REVENUE COLLECTED AND DISBURSEMENT BREAKDOWN

Funds Held in Trust as of 12/31/2021	\$308,223.01
Funds Collected	\$3,090,868.57
Revenue Disbursements	(\$2,309,961.64)
<i>State of Wisconsin, Clerk of Courts, Municipalities, Sheriff's Department, Human Services, Treasurer</i>	
Non-Revenue Disbursements	(\$626,684.04)
<i>Including: Foreclosure Sale Proceeds, Restitution, Refunds, Child Support Purge Payments, etc.</i>	
Funds held in Trust as of 12/31/2022	\$462,445.90

TOTAL COLLECTIONS IN 2022 BY COLLECTION AGENCY

Tax Intercept	\$38,684.98
State Debt Collection (SDC)	\$496,161.07
State Debt Collection Restitution	\$10,073.68
TOTAL	\$544,919.73

2022 CASE FILINGS

Civil Cases	578
Criminal Cases	1,237
Family/Paternity Cases	202
Juvenile Cases	225
Probate Cases	241
Small Claims Cases	516
Traffic/Forfeiture Cases	8,308
TOTAL CASES FILED	11,307
Jury Trials held in 2022	16 Trials (2 of the jury trials had a failure to appear by the defendant)
Passports Issued in 2022	546

2023 PROJECTS

- We are currently busy with training two newly hired staff members in 2023. On average, it takes up to one year for a Deputy Clerk to become fully trained into the position.
- We are trying to reduce the overall costs for jury trials in Dunn County. The Clerk of Courts office is calling in less jurors to report in for a jury trial. This is a cost saving measure as we pay jurors a rate of \$25.00 per day when selected to serve on a trial or \$12.50 per day for reporting in for jury selection. Jurors are also paid mileage in the amount of \$0.51 per mile. Reducing the number of jurors reporting in for jury trial will help reduce the costs for having a jury trial in Dunn County.
- Go through all paper court files with non-paper exhibits filed in the case; offer them back to the pro-offering party if able to due so, or track and retain for the statutory time period.
- We will continue to turn debts over to the State Debt Collection program to collect on any outstanding past due debts.

The Dunn County Circuit Courts will continue to provide exceptional service to the individuals involved in the court system as well as managing the daily challenges presented to them. Members of the County Board are welcome to visit or contact us with any questions or concerns they may have.

Respectfully submitted,

Katie M. Schalley

Katie M. Schalley
Clerk of Courts

James M. Peterson

James M. Peterson
Circuit Judge, Branch I

Christina M. Mayer

Christina M. Mayer
Circuit Judge, Branch II

Luke M. Wagner

Luke M. Wagner
Circuit Judge, Branch III

**DUNN COUNTY, WISCONSIN
RESOLUTION NO. _____**

Adopting a FY 2024- 2028 Capital Improvements Plan

NOW, THEREFORE, BE IT RESOLVED that the Dunn County Board of Supervisors hereby adopts the attached FY 2024 – 2028 Capital Improvements Plan & Funding

Offered this 17th day of May 2023, at Menomonie, Wisconsin.

OFFERED BY THE EXECUTIVE
COMMITTEE:

Adopted on: _____

Kelly McCullough, Chair

ATTEST:

Approved as to Form and Execution:

Andrew Mercil, County Clerk

Nicholas P. Lange, Corporation Counsel

Budget Impact

Approval of this resolution will have no impact on the adopted 2023 budget. The capital projects planned for 2024 and approved for 2024 and associated funding sources will be incorporated into the FY 2024 budget.

Background Information

Capital Improvement Plan

In March 2020, the Dunn County Board of Supervisors approved a policy of adopting a rolling five-year Capital Improvement Program (CIP), to be reviewed, evaluated, prioritized, and updated on an annual basis in conjunction with the operating budget cycle. The CIP includes a schedule of capital improvement projects, including the estimated total cost and potential funding sources for each project.

Capital projects typically involve construction, improvement or repairs buildings and equipment, and purchase of large assets, but can include non-recurring projects that enhance the services available to the community and/or improve service delivery. Capital projects do not include regular operational costs or salaries.

Projects within the CIP are subject to change or removal as priorities and need change and project dynamics, such as cost, availability and available technologies change.

Review and Planning Process

The CIP Review and Planning Process begins with a request to county departments for modifications, updates, additions or deletions from the previous CIP in advance of the budget process. Department heads are responsible for identifying and submitting capital projects for consideration for inclusion in the CIP. Each project must identify funding source(s) available for the project. The Finance Division works with departments during the submission process to assist with planning and confirm accuracy of costing and prioritization of projects.

The Finance Division incorporates the identified capital projects into an annual five-year capital improvement plan, which is then presented and discussed by the County Board of Supervisors at a workshop meeting held each year in March. The County Board of Supervisors reviews and prioritizes projects and funding sources and gives direction to the Finance Division for the preparation of a five-year CIP plan to be subsequently submitted to County Board for final approval. The County Board of Supervisors adopts the five year capital improvement plan each year by resolution.

Recommended 2024 CIP Funding Option from Executive Committee

Funding Sources	Option 1
Fund Balance	\$136,929
ARPA	\$1,570,071
Short-Term Debt	
Long-Term Debt	
IT Equip Replace Fund	\$62,000
Hwy Equip Replace Fund	\$1,390,000
Fees	\$105,000
Total	\$3,264,000

Uses all of ARPA and fills
difference with fund balance.

**Dunn County 2024 - 2028 Capital Project
Requests by Department and Year**

Department / Division	Capital Project / Purchase	Project Priority	Type	Purchase or Lease	Recommended Funding Source	2024	2025	2026	2027	2028	5-Year Total
Land & Water Conservation											
	Replace Survey Grade GPS	Moderate	Replacement	Purchase	Short-Term Debt	\$30,000					
	TOTALS					<u>\$30,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$30,000</u>
Clerk of Courts											
	Courtroom Audio Visual System	Moderate	Replacement	Purchase	Long-Term Debt					\$400,000	
	TOTALS					<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$400,000</u>	<u>\$400,000</u>
District Attorney											
	Cloud Based Storage	High	New	Purchase	Short-Term Debt	\$30,000				\$0	
	TOTALS					<u>\$30,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$30,000</u>
Emergency Management/Communication											
	911 Phone System Upgrade	High	Replacement	Purchase	Short-Term Debt			\$80,000			
	Emergency Operations Center technology upgrade	Moderate	Upgrade	Purchase	Short-Term Debt	\$24,000					
	Recording System & Equipment	High	Replacement	Purchase	Short-Term Debt		\$53,000				
	Replace Mobile Command Center	High	Replacement	Purchase	Long-Term Debt				\$400,000		
	Vehicle Replacement	Moderate	New	Purchase	Short-Term Debt					\$30,000	
	Vehicle Replacement	Moderate	New	Purchase	Trade/Sale					\$17,000	
	TOTALS					<u>\$24,000</u>	<u>\$53,000</u>	<u>\$80,000</u>	<u>\$400,000</u>	<u>\$47,000</u>	<u>\$604,000</u>
Sheriff											
	Camera System Server Replacement	High	Replacement		ARPA/Fund Balance	\$75,000					
	Expand/ Replace Sheriff's Office Storage Building	Moderate	New	Purchase	Long-Term Debt		\$300,000				
	Interview Room Recording Hardware & Software	high	Replacement	Purchase	Short-Term Debt		\$30,000				
	Squad Truck/SUV (5 squads per year)	High	Replacement	Purchase	Short-Term Debt	\$310,000	\$310,000	\$310,000	\$310,000	\$310,000	
	TOTALS					<u>\$385,000</u>	<u>\$640,000</u>	<u>\$310,000</u>	<u>\$310,000</u>	<u>\$310,000</u>	<u>\$1,955,000</u>

**Dunn County 2024 - 2028 Capital Project
Requests by Department and Year**

Department / Division	Capital Project / Purchase	Project Priority	Type	Purchase or Lease	Recommended Funding Source	2024	2025	2026	2027	2028	5-Year Total
Facilities and Parks											
	Government Center - Boiler room/stack, Carpenter/electical Shop building future fund	Moderate	New	Purchase	Fund Balance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
	Government Center Computer Controlled Lock System	Moderate	New	Purchase	ARPA/Fund Balance	\$80,000					
	Government Center Lower Level Parking Lot Replacement	Low	Replacement	Purchase	ARPA/Fund Balance		\$125,000				
	John Deere 1575 mowers (x3)*	Moderate	Replacement	Purchase	ARPA/Fund Balance		\$80,000				
	Judicial Center Air Handlers (x4)	Low	New	Purchase	ARPA/Fund Balance	\$100,000					
	Judicial Center Chiller Replacement	Moderate	Replacement	Purchase	ARPA/Fund Balance	\$400,000					
	Judicial Center Parking Lot Replacement	Moderate	Replacement	Purchase	ARPA/Fund Balance				\$350,000		
	Rec Park Pavement	Moderate	Replacement	Purchase	ARPA/Fund Balance	\$75,000					
	TOTALS					<u>\$680,000</u>	<u>\$230,000</u>	<u>\$25,000</u>	<u>\$375,000</u>	<u>\$25,000</u>	<u>\$1,335,000</u>
Highway											
	Highway Equipment (see Appendix II)	High	Replacement	Purchase	HWY Equip Repl Fund	\$1,390,000	\$1,337,000	\$1,405,000	\$1,456,500	\$1,495,000	
	Fuel Tanks & Pump Replacement at Outlying Shops	High	Replacement	Purchase	ARPA/Fund Balance	\$120,000	\$120,000	\$60,000			
	Menomonie Highway Building Addition	Moderate	Expansion	Purchase	ARPA/Fund Balance	\$300,000		\$5,000,000			
	Menomonie Shop Yard Asphalt Replacement	Moderate	Replacement	Purchase	Long-Term Debt		\$180,000				
	TOTALS					<u>\$1,810,000</u>	<u>\$1,637,000</u>	<u>\$6,465,000</u>	<u>\$1,456,500</u>	<u>\$1,495,000</u>	<u>\$12,863,500</u>
Information Technology											
	Access Network Switches	High	Replacement	Purchase	IT Equip Repl Fund			\$300,000			
	Aerial Photography	Moderate	Replacement	Purchase	Land Moderization Fund					\$67,000	
	Backup System Replacement	High	Replacement	Purchase	IT Equip Repl Fund	\$32,000					
	Backup System Replacement	High	Replacement	Purchase	Short-Term Debt	\$48,000					
	Core Network Switches	High	Replacement	Purchase	IT Equip Repl Fund		\$350,000				
	Development Server	Low	Replacement	Purchase	IT Equip Repl Fund				\$25,000		
	Disaster Recovery Solutions	High	Replacement	Purchase	IT Equip Repl Fund				\$20,000		
	LandNav (DOA-IT, Zoning, & Treasurer)	Moderate	Replacement	Purchase	IT Equip Repl Fund	\$30,000					
	Telephone system	High	Replacement	Purchase	Long-Term Debt		\$155,900				
	VXRail	High	Replacement	Purchase	IT Equip Repl Fund				\$350,000		
	WatchGuard Firewall	High	Replacement	Purchase	Short-Term Debt	\$60,000					
	WatchGuard Firewall	High	Replacement	Purchase	Short-Term Debt	\$30,000					
	Wireless Network	High	Replacement	Purchase	IT Equip Repl Fund				\$300,000		
	TOTALS					<u>\$200,000</u>	<u>\$505,900</u>	<u>\$300,000</u>	<u>\$695,000</u>	<u>\$67,000</u>	<u>\$1,767,900</u>

**Dunn County 2024 - 2028 Capital Project
Requests by Department and Year**

Department / Division	Capital Project / Purchase	Project Priority	Type	Purchase or Lease	Recommended Funding Source	2024	2025	2026	2027	2028	5-Year Total
Neighbor's of Dunn County											
	Base Trim - 3 Houses per year	Moderate	Replacement	Purchase	Fees	\$30,000	\$30,000				
	Garage Doors - 3 Houses	High	Replacement	Purchase	Fees	\$30,000					
	New Sign	Low	Upgrade	Purchase	Fees	\$20,000					
	Water to Water/Boilers (1 per year)	High	Replacement	Purchase	Fees	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	
	TOTALS					<u>\$105,000</u>	<u>\$55,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$25,000</u>	<u>\$235,000</u>
COUNTY-WIDE TOTAL CIP BY YEAR						<u>\$3,264,000</u>	<u>\$3,120,900</u>	<u>\$7,205,000</u>	<u>\$3,261,500</u>	<u>\$2,369,000</u>	<u>\$19,220,400</u>

Department / Division Summary	5-Year Total	ARPA Funds
Land & Water Conservation	\$30,000	Awarded \$8,812,202
Clerk of Courts	\$400,000	Applied in 2022 -\$3,501,915
District Attorney	\$30,000	Applied in 2023 -\$3,734,522
Emergency Management/Communication	\$604,000	Applied in 2024 \$0
Sheriff	\$1,955,000	Remaining Balance \$1,575,765
Facilities and Parks	\$1,335,000	
Highway	\$12,863,500	ARPA 2022: Includes Broadband of \$100K & \$175K Water Testing; \$41,346.30 Fiar (Fans)
Information Technology	\$1,767,900	
Neighbor's of Dunn County	\$235,000	
Grand Total	<u>\$19,220,400</u>	

Recommended Funding	5-Year Capital Projects					5-Year Total
	2024	2025	2026	2027	2028	
Fund Balance	25,000	30,000	-	-	-	55,000
HWY Equip Repl Fund	1,390,000	1,337,000	1,405,000	1,456,500	1,495,000	7,083,500
IT Equip Repl Fund	62,000	350,000	300,000	695,000	-	1,407,000
Land Moderization Fund	-	-	-	-	67,000	67,000
Short-Term Debt	532,000	363,000	390,000	310,000	340,000	1,935,000
Long-Term Debt or fund balance or ARPA in 2024	75,000	635,900	-	400,000	400,000	1,510,900
Fees	105,000	55,000	25,000	25,000	25,000	235,000
Trade/Sale	-	-	-	-	17,000	17,000
Total	<u>\$2,189,000</u>	<u>\$2,770,900</u>	<u>\$2,120,000</u>	<u>\$2,886,500</u>	<u>\$2,344,000</u>	<u>\$12,310,400</u>

DUNN COUNTY, WISCONSIN
ORDINANCE NO. _____

**Amending Section 2.05 and Repealing and Recreating
Section 2.075 of the Code of Ordinances**

The Board of Supervisors of the County of Dunn does hereby ordain as follows:

Section 1. Section 2.05 3) of the Code of Ordinances is hereby amended as follows:

- 3) The Community Resources and Tourism Committee shall consist of five members. It shall be responsible for developing policy and authorizing direction in regard to funding of outside agencies, ~~and~~ promotion of tourism in Dunn County, developing and recommending policy to the Board of Supervisors related to broadband infrastructure, developing policy and direction in regard to Dunn County public relations communications and shall serve as the agriculture and extension education committee consistent with Wis. Stat. § 59.56.

The Committee serves as the home committee for the University of Wisconsin Madison, Division of Extension Program.

Section 2. Section 2.075 of the Code of Ordinances is hereby repealed and recreated to read as follows:

2.075 Electronic Meetings and Attendance

(1) Definitions. The following definitions apply to this section:

“Anchor Location” means the location set by the County Board, the County Board Chair, or a committee chair, which is the physical location from which an electronic meeting originates and where the public may attend an electronic meeting.

“Electronic Meeting” means any meeting that takes place online by use of a synchronous digital telecommunication platform that allows participants to see and hear each other in real time, and make presentations with visual aids such as charts and graphs by sharing screens.

(2) Electronic meetings and participation by electronic means are permitted and may be used as necessary for the conduct of government business. Members who wish to appear electronically at a meeting shall notify the Board Chair the County Clerk for County Board meetings, or the Committee Chair for Committee meetings, in advance of the meeting. There shall be no limit to the number of members who may appear electronically at a meeting. Members may attend via telephone if they do not have an adequate internet connection that allows for synchronous communication.

(3) All electronic meetings must comply with the requirements of the Wisconsin Open Meetings Law.

(a) Access by the public to open meetings shall be at the anchor location only, except when a meeting is broadcast live. Live broadcast shall only be utilized where circumstances interfere with use of county facilities as an anchor location.

(b) Measures shall be taken to ensure that access to documents, exhibits, maps, graphs, charts, or other documents is available to members of the public.

(4) Members attending electronically shall receive per diems, but shall not be eligible for mileage reimbursement.

(5) Members attending electronically shall count as a member present for purposes of determining a quorum as if that member was physically present at the anchor location, and shall be entitled to make, second and vote on all motions and participate in discussion as though physically present at the anchor location. No action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting. If there is a question of whether a member voted, the Clerk may take the member's vote after all other votes have been cast.

(6) Members appearing electronically shall notify the Chair of their departure from the meeting, whether permanent or temporary, before leaving to ensure that a quorum is maintained.

(7) If a closed session is on the agenda, all persons who will be included in the closed session and who are participating electronically must ensure that their location is private and others may not overhear the closed session discussion.

(8) All electronic open meetings of the County Board and Committees shall be recorded. Recordings shall be retained for 120 days after the meeting and shall thereafter be deleted. Closed sessions shall not be recorded.

(9) Limitations on Electronic Participation. Supervisors are encouraged to always attend meetings in person in the interest of more effective discussion, participation, and voting.

(a) No member of the County Board may attend more than four (4) County Board meetings by electronic means in any calendar year.

(b) No committee member may attend more than four (4) committee meetings in any calendar year via electronic means. This applies separately for each committee assignment. Exceptions may be approved by the Committee Chair for Committee meetings and the County Board Chair for County Board Meetings in advance for good cause demonstrated by the Member.

Section 3. This Ordinance shall become effective upon adoption and publication as required by law. (This section shall not be codified.)

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Enacted on: _____

OFFERED BY THE EXECUTIVE COMMITTEE:

Published on: _____

ATTEST:

Kelly McCullough, Chair

Andrew Mercil, County Clerk

COUNTERSIGNED:

Approved as to Form and Execution:

Nicholas P. Lange, Corporation Counsel

Kelly McCullough, Chair
Dunn County Board of Supervisors

DUNN COUNTY, WISCONSIN
ORDINANCE NO. _____

Amending Section 2.18 of the Code of Ordinances

The Board of Supervisors of the County of Dunn does hereby ordain as follows:

Section 1. Section 2.18 of the Code of Ordinances is amended to read as follows:

2.18 Closed Session.

(1) Committees of the County Board shall limit attendance at closed sessions of their meetings to members of the committee and other individuals necessary to conduct the business of the committee as determined by the Chairperson of the committee.

(2) No County Supervisor who is not a member of a subunit of the County Board (e.g., boards, committees, and commissions) shall be permitted to be present during a closed session of a subunit unless the chair of the subunit gives prior approval.

(3) Discussions held, information presented or obtained, and actions taken during closed sessions are deemed to be confidential information. No person attending a closed session shall divulge any information pertaining to such closed session without specific authorization to do so. Penalties for violation of the secrecy of a legal closed session include discipline, censure, and/or payment of damages resulting from the breach of confidentiality.

Section 2. This Ordinance shall become effective upon adoption and publication as required by law. (This section shall not be codified.)

Offered this 19th day of April, 2023, at Menomonie, Wisconsin.

Enacted on: _____

OFFERED BY THE EXECUTIVE COMMITTEE:

Published on: _____

Kelly McCullough, Chair

ATTEST:

COUNTERSIGNED:

Andrew Mercil, County Clerk

Approved as to Form and Execution:

Kelly McCullough, Chair
Dunn County Board of Supervisors

Nicholas P. Lange, Corporation Counsel

DUNN COUNTY, WISCONSIN

RESOLUTION NO. _____

2023 Budget Adjustments

NOW, THEREFORE, BE IT RESOLVED by the Dunn County Board of Supervisors that, effective with the publication of notices required by law, the budget of the County of Dunn for the year beginning January 1, 2023, is amended by the following amounts to the line item account numbers shown:

<i>CJC Council-Grant</i>	<i>Expense</i>	<i>Revenue</i>
1110030900 – 435000 State Revenue (New Grant)	\$180,205	
534330 Operating Supplies		\$180,205

<i>Human Services Department</i>	<i>Expense</i>	<i>Revenue</i>
3120070900 – 534330 Operating Supplies (G312000123.2323)	\$ 49,088	
3120070900 – 435000 State Grants (G312000123.2323)		\$ 49,088
3120020900 – 526050 Peer CBRF (G312000115.2323)	\$ 27,876	
3120020900 – 435000 State Grants (G312000115.2323)		\$ 27,876
3120030900 – 525040 Counseling (New Sex Trafficking Grant)	\$ 10,641	
3120030900 – 435000 State Grants (New Sex Trafficking Grant)		\$ 10,641
3120030900 – 527500 Agency Contracts (G312000077.2323)	\$ 8,180	
3120030900 – 435000 State Grants (G312000077.2323)		\$ 8,180
3120030900 – 527500 Agency Contracts (G312000078.2323)	\$ 5,650	
3120030900 – 435000 State Grants (G312000078.2323)		\$ 5,650

<i>Highway Department</i>	<i>Expense</i>	<i>Revenue</i>
Bridge Deck Washing & Sealing Various State Bridges		
5110060020 – 537005 – State - Highway Road Materials	\$ 39,000	
5110060020 – 472005 – ICS – State – Routine Maintenance		\$ 39,000
Routing and Crack filling on STH 25 & STH 170		
5110060020 – 537005 – State – Highway Road Materials	\$ 82,000	
5110060020 – 472020 – ICS – State – Routine Maintenance		\$ 82,000

<i>Administration – Information Technologies Department</i>	<i>Expense</i>	<i>Revenue</i>
Broadband Planning Grant		
1110060900 – 529005 – Contractual/Consulting Serv(new grant) \$	18,337.40	
1110060900 – 435000 – State Grants(new grant)		\$18,337.40

BE IT FURTHER RESOLVED that the County Board authorizes the Department of Administration to enter and maintain the information contained herein in a manner based upon generally accepted accounting standards and that, effective with the publication of the proceedings of this meeting, these changes are, hereby, adopted.

Dated the 17th Day of May 2023 at Menomonie, Wisconsin.

OFFERED BY THE EXECUTIVE COMMITTEE:

Adopted on: _____

Kelly McCullough, Chair

ATTEST:

Approved as to Form and Execution:

Andrew Mercil, County Clerk

Nicholas P. Lange, Corporation Counsel

Budget Impact:

Adoption of CJC portion of this resolution increases the 2023 adopted budget by \$180,205.

Adoption of the DHS portion of this resolution increases the 2023 adopted budget by a net amount of \$101,435..

Adoption of the Highway Dept portion of this resolution increases the 2023 adopted budget by a net amount of \$121,000.

Adoption of the IT portion of this resolution increases the 2023 adopted budget by a net amount of \$18,337.40.

Adoption of this resolution has no impact upon the current year tax levy

Background Information:

CJC: The Criminal Justice Collaboration Division of the Department of Administration received a State of Wisconsin Department of Health Services (DHS) Non-Narcotic, Non-Addictive Injectable (NNAI) Medication-Assisted Treatment (MAT) Service within the Jail Setting grant in the amount of \$180,205. Funds will be used to purchase medications for participants in the Jail MAT Program.

Specifically, funds will be used to purchase Vivitrol to administer to eligible inmates as a component of their MAT prior to and post-release from jail. Grant funding will be used to cover operating supplies. The CJC Division is working closely with the Sheriff's Office on this project with oversight from the DCCJCC. Project funding is from April 1, 2023 through June 30, 2024. Any remaining funds from 2023 will be carried forward to 2024.

Human Services: The Human Services Department received notice of additional 2023 grant funds that were not budgeted for the 2023 budget. There were also grants that were awarded for more than what was put into the 2023 budget.

Highway Dept: The Highway Department received a Discretionary Maintenance Agreement (DMA) to complete bridge deck washing and sealing on various state bridges in Dunn County.

The Highway Department received a Performance Based Maintenance Agreement (PBM) to complete routing and crack filling on STH 25 & STH 170.

IT: The County applied and received a grant award in the amount of \$18,337.40, for planning broadband expansion in Dunn County. The CR&T Committee approved the grant and is overseeing the planning. The Funds will be managed by IT and will be reported to the admin committee and CR&T.

DUNN COUNTY, WISCONSIN
RESOLUTION NO. _____

Resolution in Support of UW-Stout's Heritage Hall Renovation Project

WHEREAS, UW-Stout, Wisconsin's only Polytechnic University, provides a significant impact to the regional and state economy and workforce with a 99.4% graduate placement rate and a \$306.2 million annual economic impact.

WHEREAS, UW-Stout's Heritage Hall Renovation Project is ranked by the UW System Board Regents as their #1 priority in the Chippewa Valley and #3 in the state for academic buildings.

WHEREAS, currently more than 2,000 UW-Stout students use Heritage Hall, and with renovation it will serve a total of 4,000 every year.

WHEREAS, the 133,000-square-foot building, constructed in 1973, is at a high risk for failure and was graded as a "fail" in nearly every category by a 2020 independent feasibility study.

WHEREAS, renovation will renew and modernize instructional environments, optimize operational efficiency, and provide state-of-the-art workforce training and services to students, the community, and employers.

WHEREAS, renovation and revitalization of Heritage Hall will play a pivotal role in addressing forecasted workforce needs in Wisconsin's hospitality and tourism, mental health and wellness, child care, and education industries.

WHEREAS, the university has secured more than \$13.5 million in external funding to support the Heritage Hall Renovation Project.

WHEREAS, the cost of the project will increase by \$10 million each year it is delayed due to inflation.

WHEREAS, the renovated Heritage Hall will provide essential services to the community and surrounding areas through its Clinical Services Center, Child and Family Study Center, and Stout Vocational Rehabilitation Institute.

THEREFORE, BE IT RESOLVED, the Dunn County Board of Supervisors supports the enumeration of UW-Stout's Heritage Hall Renovation in the 2023-25 State of Wisconsin Capital Budget.

Offered this 17th day of May, 2023, at Menomonie, Wisconsin.

Adopted on: _____

ATTEST:

OFFERED BY THE LEGISLATIVE COMMITTEE

Andrew Mercil, County Clerk

Gary Stene, Chair

Approved as to Form and Execution:

Nicholas P. Lange, Corporation Counsel

Fiscal Impact Statement: Approval of this Resolution will have no budget impact.

Background Information: While 2,000+ UW-Stout students pass through its halls each year, Heritage Hall a 133,000 square foot building constructed in the early 1970s – was graded a “fail” in nearly every category by a 2020 independent feasibility study conducted by HGA Architects. Funding the renovation and revitalization of Heritage Hall will play a pivotal role in addressing forecasted workforce needs in Wisconsin’s hospitality and tourism, mental health and wellness, child care, and education industries. With needed investment, UW-Stout—Wisconsin’s only Polytechnic University—will build on its already unmatched graduate employment rates to provide the UW System and the State of Wisconsin with critical means to educate and train a workforce prepared to fill Wisconsin’s talent needs well into the future. A revitalized Heritage Hall will enhance UW-Stout’s contributions to Wisconsin’s economy, its taxpayers, and our students.

The renovation project will:

- Renew Heritage Hall’s applied learning and research spaces;
- Expand development of career-focused degrees, certificate programs, and market-driven professional development offerings; and
- Enhance Stout’s institutional-industry collaborations.

**REPORT AND RESOLUTION – RAY WITKE REZONE PETITION
DUNN COUNTY, WISCONSIN**

REPORT NO. _____

The Planning, Resources and Development Committee respectfully submits the following report on a request received by the Zoning Office from Ray Witke, owner, to rezone the following described property in the Town of Sherman from General Agriculture (GA) to Residential 1 (R1):

Lot 4 of Certified Survey Map Number 3492, recorded in Volume 16 of Certified Survey Maps on page 112 as Document # 540934, being located in part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 29 North, Range 13 West, Town of Sherman, Dunn County, Wisconsin.

The area of this parcel is approximately 2.98 acres.

FINDINGS OF FACT AND RECOMMENDATION

A Class II notice was published in the Dunn County News on March 22nd and March 29th, 2023 establishing a public hearing on April 10th, 2023. Based on the evidence received in the public hearing and the testimony from the petitioner, and in consideration of the factors set forth in Section 13.2.6.07 of the Dunn County Zoning Ordinance the committee concluded to recommend to the County Board of Supervisors said request for amendment be approved, for the following reasons: (1) The proposal fits the neighborhood’s development pattern; (2) The proposal is not impacted by wetlands, floodplain, or the County’s Farmland Preservation Plan; and (3) The rezoning and proposed use is consistent with the Town of Sherman and Dunn County’s vision for future development of the subject parcel.

Dated this 17th day of May 2023, at Menomonie, Wisconsin.

**ORDINANCE NO. _____
AMENDING THE COMPREHENSIVE ZONING ORDINANCE,
TOWN OF SHERMAN**

The Dunn County Board of Supervisors does hereby ordain as follows:

The Comprehensive Zoning Ordinance for the County of Dunn, Wisconsin is hereby amended by rezoning the above-described property:

**FROM
GENERAL AGRICULTURE (GA)
to
RESIDENTIAL 1 (R1)**

The official zoning map of the Town of Sherman on file in the Environmental Services Department shall be amended in accordance with this ordinance. This ordinance shall be effective upon passage and publication as provided in Section 59.14 of the Wisconsin Statutes. This ordinance shall not be codified.

Offered this 17thth day of May 2023, at Menomonie, Wisconsin.

Adopted on: _____

Published on: _____

ATTEST:

Andrew Mercil, County Clerk

Approved as to Form and Execution:

Nicholas P. Lange, Corporation Counsel

OFFERED BY THE PLANNING, RESOURCES
AND DEVELOPMENT COMMITTEE:

Thomas Quinn, Chair

COUNTERSIGNED:

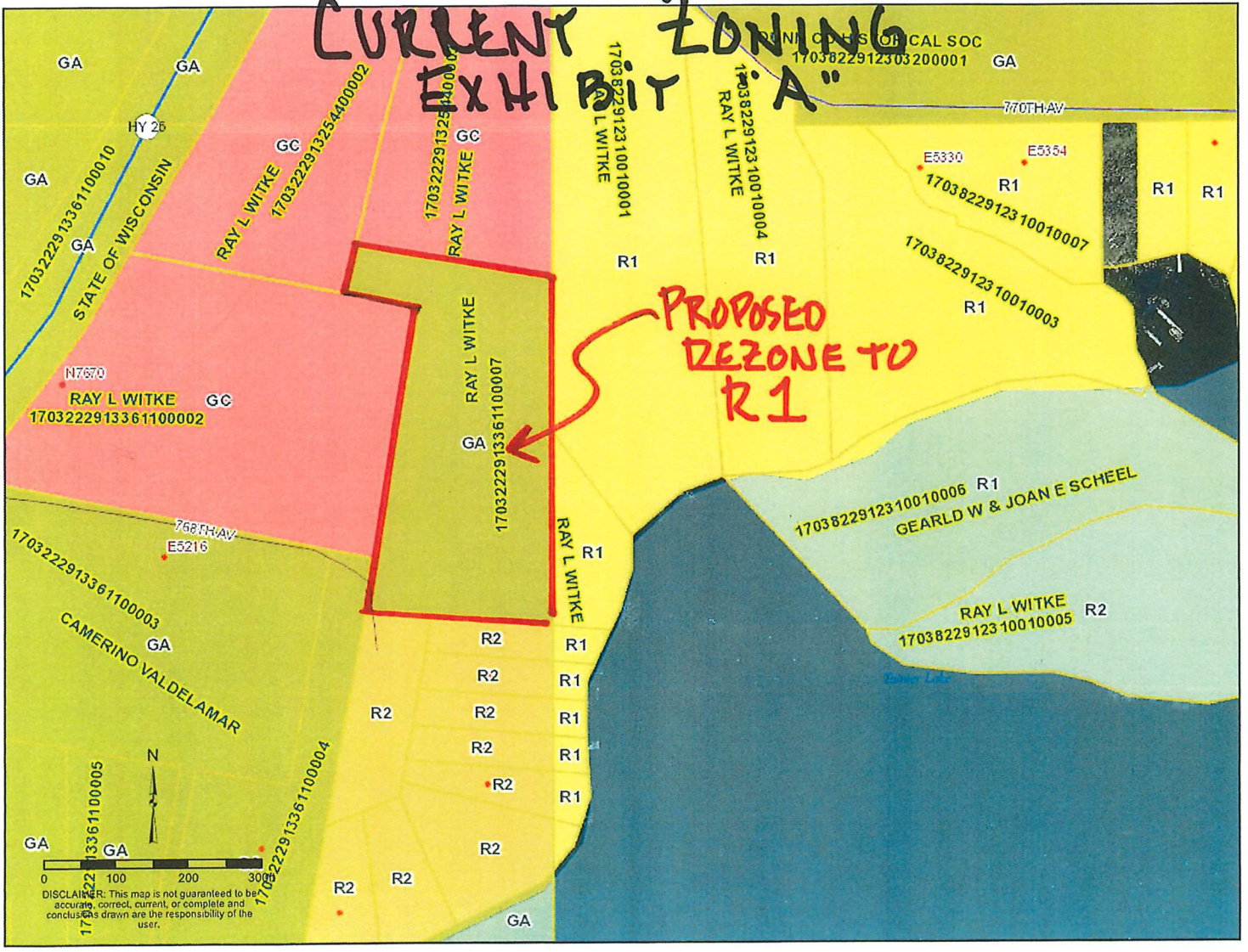
Kelly McCullough, Chair
Dunn County Board of Supervisors

SITE MAP



1" = 120'

CURRENT ZONING EXHIBIT "A"



PROPOSED
REZONE TO
R1

DUNN COUNTY, WISCONSIN

Ordinance No. _____

Repealing and Recreating Section 18.04 of the Code of Ordinances

The Board of Supervisors of the County of Dunn does hereby ordain as follows:

Section 1. Section 18.04 of the Dunn County Code of Ordinances is repealed and recreated to read as follows:

See Attachment A, incorporated by reference herein, as if fully set forth.

Section 2. This Ordinance shall become effective upon adoption and publication as required by law. (This section shall not be codified.)

Offered this 17th day of May, 2023, at Menomonie, Wisconsin.

Enacted on: _____

OFFERED BY THE HIGHWAY COMMITTEE:

Published on: _____

Randy Prochnow, Chair

ATTEST:

COUNTERSIGNED:

Andrew Mercil, County Clerk

Approved as to Form and Execution:

Kelly McCullough, Chair
Dunn County Board of Supervisors

Nicholas P. Lange, Corporation Counsel

Attachment A
Repeal and Recreate Section 18.04
Offered May 17, 2023

18.04 ALL-TERRAIN VEHICLES AND UTILITY TERRAIN VEHICLES

(1) Purpose, Authority, and Jurisdiction.

- (a) Following due consideration of the recreational value to connect trail opportunities, and economic value to access businesses and residences, weighed against possible dangers, public health, liability aspects, terrain involved, traffic density and history of automobile traffic, Dunn County enacts this section for the purpose of regulating the operation of ATVs and UTVs within Dunn County and designating ATV/UTV Routes.
- (b) This section is enacted under the authority of Wis. Stat. §§ 23.33 and 59.02 and Chapter NR 64, Wisconsin Administrative Code.

(2) Regulation of ATVs and UTVs.

- (a) Except as otherwise specifically provided in this section, the statutory provisions of Wis. Stat. § 23.33 and Wis. Admin. Code NR Chapter 64 describing and defining regulations with respect to all-terrain vehicles are adopted and by reference made a part of this section as if fully set forth herein.
- (b) Except as otherwise specifically provided in this section, the statutory provisions of Chapters 340 to 348, inclusive, and Chapter 350, Wis. Stats., describing and defining regulations with respect to ATVs and UTVs, exclusive of any provisions therein for which the statutory penalty is a fine or term of imprisonment, are adopted and by reference made a part of this section as if fully set forth herein.
- (c) Any act required to be performed or prohibited by any statute or administrative code incorporated in this section by reference shall be required or prohibited by this section.
- (d) Any future amendments, revisions, or modifications of statutes or administrative code incorporated herein are intended to be made part of this section in order to secure uniform statewide regulation of ATVs and UTVs.
- (e) No person shall operate any all-terrain vehicle on lands and parks owned by the County, except for parks with designated parking areas where motorized vehicles normally park, or where operation is authorized by posted notice or County permit.

(3) Definitions. As used in this section:

“All-terrain vehicle” or “ATV” has the meaning specified in Wis. Stat. § 23.33(1)(b).

ATV/UTV Route means a county highway or segment of a county highway approved and designated as a route for ATV/UTV operation.

Utility-terrain vehicle” or “UTV” has the meaning specified in Wis. Stat. § 23.33(1)(ng).

(3) Designation, Modification, Suspension, and Termination of ATV/UTV Routes.

- (a) Those sections of county highway described in subsection (10) shall be designated as ATV/UTV Routes.
- (b) The highway commissioner shall have the authority to temporarily close or restrict any ATV/UTV Route on the county highway system or any segment thereof, due to hazards, construction, emergency conditions, road damage, or for any other reason in the interest of public safety. The Sheriff may temporarily close any Route or segment thereof whenever emergency conditions require closure. The highway department shall erect signage indicating route closure.
- (c) Other municipalities may designate sections of roadways within their jurisdiction as Routes.

Attachment A
Repeal and Recreate Section 18.04
Offered May 17, 2023

- (d) Upon approval by the Dunn County Board of Supervisors or the Highway Committee of any modifications to the designation of Routes on county highway, the county clerk shall immediately send a copy of such modified ordinance to the Wisconsin Department of Natural Resources, the state traffic patrol, the Dunn County Sheriff, and any law enforcement agency of each town, village or city having jurisdiction over any of the county trunk highways to which the ordinance designating ATV route applies.
- (e) The designation of any segment of a county trunk highway as an ATV/UTV Route within an incorporated municipality shall not take effect until the governing body of the municipality has passed a resolution approving the route.
- (f) Designation of segments of the Dunn County highway system as ATV/UTV Routes shall not impose upon the highway department a greater duty of care or responsibility for maintenance of those segments than for any segment of county highway that is not designated as an ATV/UTV Route. Operators of ATVs and UTVs while on county highways, including rights of way, shall assume as a matter of law the risks inherent in such operation insofar as they are obvious.

(4) Operation of ATVs and UTVs. Operation of an ATV or UTV on an ATV/UTV Route shall be subject to the following provisions:

- (a) ATVs and UTVs shall be operated in compliance with all applicable federal, state, and local laws, orders, regulations, restrictions and rules, including Wis. Stat. § 23.33 and Chapter NR 64, Wis. Admin. Code.
- (b) The speed limit on all ATV/UTV Routes shall be thirty five (35) miles per hour, or the posted speed limit, whichever is lower.
- (c) ATVs and UTVs shall be operated on the extreme right side of the roadway on the paved portion of the roadway. Operation on the shoulder, or in the ditch or right-of-way is prohibited, unless yielding the right-of-way.
- (d) All operators shall ride in single file.
- (e) ATVs and UTVs shall not be operated on ATV/UTV Routes unless signage in accordance with Wis. Stat. § 23.33(8) and applicable regulations promulgated by the Wisconsin Department of Natural Resources is present.
- (f) Operation on ATV/UTV Routes shall be permitted year-round unless otherwise posted.
- (g) Every ATV and UTV operating on an ATV/UTV Route shall be equipped, maintained, and operated to prevent excessive or unusual noise. No person shall operate an ATV or UTV on an ATV/UTV Route unless such ATV or UTV is equipped with a muffler or other effective noise-suppressing system in good working order and in constant operation. It shall be unlawful to use a muffler cutout, bypass, or similar device on any ATV or UTV upon any ATV/UTV Route. No person shall modify or change the exhaust muffler, the intake muffler, or any other noise-abatement device of an ATV or UTV in a manner such that the noise emitted by the ATV or UTV increases above that emitted by the ATV or UTV as originally manufactured.
- (h) ATVs and UTVs operating on Routes shall be equipped with head lamps (white light), tail lamps (red light), and stop lamps (red light). Operators shall have head lamps and tail lamps turned on at all times. ATVs and UTVs operated between sunset and sunrise shall be equipped with turn signal lights (amber light in front, red light in back). During daylight hours, operators of ATVs and UTVs without turn signals shall give appropriate hand and arm signals on turning as required in Wis. Stat. § 346.35.
- (i) All operators under the age of eighteen (18) years of age not in possession of a valid driver's license shall have a valid ATV/UTV safety certificate in their possession and be accompanied by a parent or legal guardian.

Attachment A
Repeal and Recreate Section 18.04
Offered May 17, 2023

- (j) No person under twelve (12) years of age shall operate an ATV or UTV on an ATV/UTV Route under any circumstances.
- (k) All operators and passengers under the age of 18 shall wear a DOT-approved helmet.
- (l) No trailers or campers may be pulled behind any ATV/UTV while operating on ATV/UTV Routes.
- (m) Every person who operates an ATV or UTV on an ATV/UTV Route, and/or every ATV and UTV operated on an ATV/UTV Route, shall carry liability and other insurances consistent with Wisconsin state law for the operation of a motorized vehicle. All operators shall carry proof of such insurance while operating on an ATV/UTV Route.
- (n) No person shall operate an ATV or UTV contrary to any authorized and official posted sign.

(5) Route and Crossing Signs.

- (a) ATV/UTV Routes shall be marked with uniform ATV/UTV route signs in accordance with Wis. Stat. § 23.33(8)(e) and Wis. Admin. Code § NR 64.12(7).
- (b) The Dunn County Highway Department shall have sole authority and responsibility for placement of signage on designated routes on county highways. Each municipality or its designee shall have sole authority and responsibility of signage on designated routes within the municipality.
- (c) The creation, placement, maintenance, repair or replacement of ATV/UTV Route signs shall not require the expenditure of County funds or other County resources.
- (d) No county highway designated as an ATV/UTV Route shall be open for use until required signs are installed.
- (e) No person shall intentionally remove, damage, deface, move, obstruct, interfere with the effective operation of, or possess any uniform ATV/UTV route or trail sign or standard in violation of the provisions of Wis. Stat. § 23.33(8)(f).

(6) Highway Committee. The Highway Committee is authorized to review this section at any time to consider amendments or to consider the continued value, efficacy or need for the designated ATV/UTV Routes or the addition or deletion of county trunk highways or segments of highways as designated ATV/UTV Routes, pursuant to the intent of this section.

(7) Enforcement.

- (a) This section may be enforced by the Dunn County Sheriff's Office or any other law enforcement official as set forth in Wis. Stat. § 23.33(12), including the issuance of a citation under Wis. Stat. § 66.0113.
- (b) Enforcement of this section may include requests for injunctive orders against a violator.

(8) Penalties. The penalty for violation of any provision of this section shall be a forfeiture as hereinafter provided, together with court costs:

- (a) The penalties set forth in Wis. Stat. § 23.33(13) and Wis. Stat. § 346.02(11) are adopted by reference. Any forfeiture for a violation of a state statute adopted by reference in this section shall conform to the forfeiture permitted to be imposed for violation of such statutes, including any variations or increases for subsequent offenses.
- (b) The penalty for violation of sub. (4)(c), (4)(d), or (4)(g) is a forfeiture of \$50 for each offense.
- (c) The penalty for exceeding a posted or fixed speed limit in violation of sub. (4)(b) shall be a forfeiture as set forth in the following schedule:
 1. 1-10 miles per hour over posted or fixed speed - \$25
 2. 11-15 miles per hour - \$50.00

Attachment A
Repeal and Recreate Section 18.04
Offered May 17, 2023

3. 16-19 miles per hour - \$75.00
 4. 20-24 miles per hour - \$100.00
 5. 25 miles per hour and over - \$125.00
- (b) Any violation of this Chapter not included for which no forfeiture is specified shall result in a forfeiture of \$75 for each offense.

(9) Severability. The provisions of this section shall be deemed severable and it is expressly declared that Dunn County would have passed the other provisions of this section irrespective of whether or not one or more provisions may be declared invalid. If any provision of this section or the application to any person or circumstances is held invalid, the remainder of the section and the application of such provisions to other person's circumstances shall not be deemed affected.

(10) ATV/UTV Routes.

- (a) Except as provided in § 23.33, Wis. Stats., no person may operate an ATV or UTV on any part of Dunn County ("County") highways except those portions of County highways that are designated as ATV/UTV Routes in sub. (10)(b).
- (b) Except as provided in sub. (11) all county highways are designated as ATV/UTV Routes.

(11) Operation Prohibited.

- (a) The following described sections of county highways are not approved as ATV/UTV routes:

CTH "B"

From STH 12/29 to STH 40.

Dunn County Board of Supervisors and Committee Members Per Diem and Expense Form

<u>Date</u>	<u>Meeting</u>	<u>Per Diem</u>	<u>Reimbursable Expenses</u>				<u>Acct. #</u> <small>(For Office Use Only.)</small>
			<u>Mileage</u> <small>(\$0.655 X Miles)</small>	<u>Meals</u> <small>(not to exceed state rate per day)</small>	<u>Other</u> <small>(hotels, computer hookup etc.)</small>	<u>Total</u>	

Total Per Diem = _____

Total Expenses = _____

I, _____, a Dunn County Supervisor, or officially appointed member to a Dunn County Committee, do, on _____, 2023, hereby swear that this statement of expenses and Per Diem is correct and true and that the sums charged were actually disbursed to me as stated in the account and that no part of the same has been paid to me.

Signed: _____ Date: _____

Approved by : (Name) _____ (Title) _____ (Date) _____, 2023