### **Agenda Item Cover**

**Agenda Item Name:** Treasurer Property Lister Software Purchase

Department	Treasurer/Property Lister	Presented By:	Julie Keller
<b>Date of Meeting:</b> September 29, 2020		Action Needed:	Vote to Approve
<b>Disclosure:</b> Open or Closed Session		Authority:	Finance & Personnel / County Bd
Date submitted:	9/22/2020	Referred by:	

**Recommendation and/or action language:** (summarize action/s sought by committee, e.g. present a resolution, present an ordinance, receive and file information, approve expense or grant, etc.)

Vote to approve payment of our annual GCS/LandNav Software invoice as of Jan.1, 2021.

Amount = \$13,520.00

**Background:** (preferred one page or less with focus on options and decision points)

This is our annual invoice for the Treasurers tax program software and support and the Property Lister's assessment program software and support. This invoice is for 2021 and needs to be paid shortly after January 1, 2021. Because it is over \$5000.00 we will need approval from our Oversite Committee which is Finance & Personnel Committee, and the County Board. County Board does not meet in November so I am asking to approve to take to October County Board. This amount is in the Property Lister's budget for 2021.

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Import and Posting of Municipal Collections

Property Assessment/Tax Calculation & Billing Real & Personal Property

Treasurer's Collections-Real & Personal Property

Treasurer's Settlement with Revenue Disbursements

Valuation Exchange Process-Export & Import-Real Estate

**Cash Receipting** 

Appraisal Data Import Process-Personal Property

**Attachments and References:** 

### **Financial Review:**

(please check one)

X	In adopted budget	Fund Number	Fund #: 5154
	Apportionment needed	Requested Fund Number	
	No financial impact		

(summary of current and future impacts)	
Approval: Julie Keller/County Treasurer	Review:
Julie Keller/County Treasurer	
Department Head	Administrator, or Elected Office (if applicable)

### **Agenda Item Cover**

**Agenda Item Name: Capital Fund Allocation for Courthouse Garage Doors** 

Department	Administration	Presented By:	Clinton Langreck	
<b>Date of Meeting:</b>	29 Sep 2020	Action Needed: Vote		
Disclosure:	Open Session	Authority:	Committee Structure (C)	
Date submitted:	23 Sep 2020	Referred by:	Property Committee	

### **Recommendation and/or action language:**

Motion to: utilize Capital Fund # 75 allocation, towards the purchase and installation of four courthouse garage doors, to the bid of Garage Door Express, in the amount of \$24,000, as approved by Property Buildings and Grounds on September 2<sup>nd</sup>, and to forward to the county board for resolution and awarding the bid.

**Background:** (preferred one page or less with focus on options and decision points)

Overhead Garage Doors Replacement – The Committee, at its July 1st meeting, approved and forwarded to the Finance and Personnel Committee the proposal from Garage Door Express, Lone Rock, to replace all five of the overhead garage doors for \$30,000.00.

Corporation Counsel Southwick advised that the replacement of the garage doors must be advertised for bids for at least one week before the contract for the project is awarded. One garage door was replaced at a cost of \$6,200.00 because the door spring for the ambulance bay garage door failed and could not be replaced. Motion by Cosgrove, second by Williamson to place an advertisement for bids to replace the remaining four overhead garage doors. Motion carried.

Subsequently, one of the five garage doors was replaced by emergency procedures. The public improvement project notification was posted in accordance with the rules. Garage Door Express was the only bid received at the rate of \$6,000each for remaining four doors.

### **Attachments and References:**

New Bid – Garage Door Express	
-------------------------------	--

### **Financial Review:**

(please check one)

X	In adopted budget	Fund Number	#75 allocated from "Courthouse –
			equip/windows"
	Apportionment needed	Requested Fund Number	
	Other funding Source		
	No financial impact		

(summary of current and future impacts)

Allocation away from original intent but falls within "purpose language" of resolution.

Approval:	Review:
	Clinton Langreck
Department Head	Administrator, or Elected Office (if applicable)

### **Agenda Item Cover**

Estimate

Garage Door Express, LLC

PO Box 366 Lone Rock, WI 53556 US (608) 604-4581

doorexpress5@gmail.com www.garagedoorexpress.info

ADDRESS

Richland County Ambulance P.O. Box 251

Richland Center, WI 53581

ESTIMATE#	DATE	EXPIRATION DATE
3827	09/23/2020	11/23/2020



SHIP TO	
Door Replacement	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	RollUp	9-4 x 10-0 insulated steel coiling door gray top coat 22 gauge slats right hand operator- 230 volt single phase remove and haul existing door installed	4	6,000.00	24,000.00

As a responsibility of the General Contractor or Owner all door openings are to be completed flush, plumb and level jambs, header and spring blocks upon installation. Garage Door Express is not responsible for sealing doors on unlevel ground or floors. Note: All dents, scratches, or other defects must be reported within 48 hrs of installation. Note: Standard lead times are 3-4 weeks however these are subject to change without notice. This does not include special ordered items.

TOTAL \$24,000.00

Payment due upon receipt of invoice unless other arrangements have been made. A service charge of 1.5% per month will be charged on all past due invoices over 30 days. Minimum of \$5.00. We accept MasterCard, Discover, and Visa.

Electrical wiring of all types are not included and are to be completed by others.

### **Agenda Item Cover**

### Agenda Item Name: Capital Fund Allocation for Large Courtroom Carpeting

Department	Administration	Presented By:	Clinton Langreck
<b>Date of Meeting:</b>	29 Sep 2020	<b>Action Needed:</b>	Vote
Disclosure:	Open Session	Authority:	Committee Structure (C)
Date submitted:	23 Sep 2020	Referred by:	Property Committee

### **Recommendation and/or action language:**

Motion to: utilize Capital Fund # 75 allocation, towards the purchase and installation of replacement of courtroom carpeting, to the bid of Badgerland Flooring, in the amount of \$24,957.63, as approved by Property Buildings and Grounds on September 2<sup>nd</sup>, and to forward to the county board for resolution and awarding the bid.

**Background:** (preferred one page or less with focus on options and decision points)

This project is in support of improvements planned on the large courtroom. New carpeting will be installed following the installation of new telecommunication and digital recording systems. The public improvement project notification was posted in accordance with the rules. Badgerland flooring was the only bid received at the rate of \$24,957.63.

### **Attachments and References:**

Original Bid – Garage Door Express	
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### **Financial Review:**

(please check one)

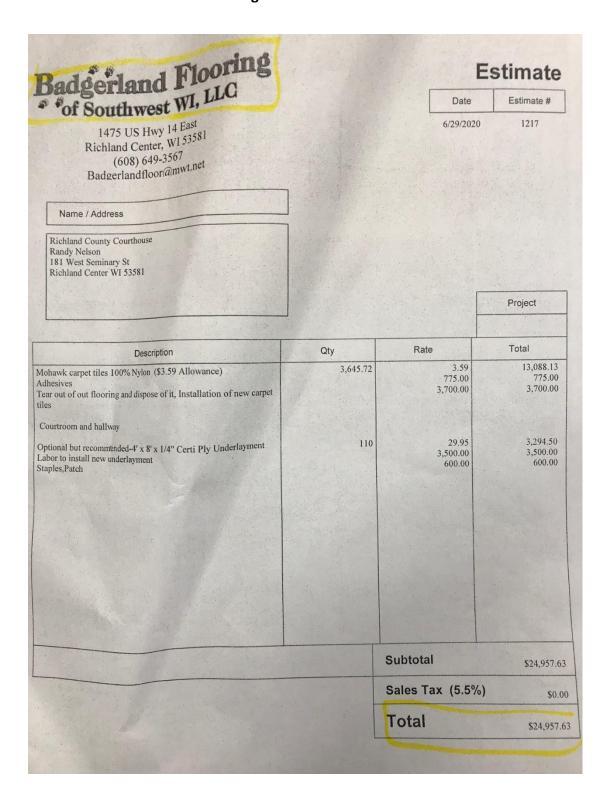
X	In adopted budget	Fund Number	#75 allocated from "Courthouse – equip/windows"
	Apportionment needed	Requested Fund Number	-44
	Other funding Source	_	
	No financial impact		

(summary of current and future impacts)

### Allocation meets original intent.

Approval:	Review:
	Clinton Langreck
Department Head	Administrator, or Elected Office (if applicable)

### **Agenda Item Cover**



### **Agenda Item Cover**

**Agenda Item Name: Health Insurance Renewal** 

Department	Administration	Presented By:	Clinton Langreck
<b>Date of Meeting:</b>	29 Sep 2020	<b>Action Needed:</b>	Resolution
Disclosure:	Open Session	Authority:	Committee Structure (L)
Date submitted:	23 Sep 2020	Referred by:	

### **Recommendation and/or action language:**

Motion to accept proposed Quartz 2021 renewal at 3.90% premium increase and recommend resolution to the Richland County Board for adoption.

**Background:** (preferred one page or less with focus on options and decision points)

The initial renewal proposal from Quartz a 6.46% (trend) increase for 2021 (18 Sep 2020). This proposal was based on current and expected experience, demographics, and our long-term partnership. Our insurance consultants with Wallace, Cooper and Elliot entered into negotiations with Quartz and arrived at a reduced renewal rate of 4.99% increase for 2021 (26 Sep 2020). This adjusted rate was based the argument of our group's improved experience, expected experience to run close to target Medical Loss Ratio in the coming year, and Quartz's commitment to continuing their partnership with Richland County. This proposal was not accepted by the committee and Wallace Cooper and Elliot reentered negotiations with Quartz arriving at a 3.90% renewal rate. Plan and design changes were not approved at the 21 September meeting through the budget adjustment project.

### **Attachments and References:**

Rate Calculations and Impacts	Proposed Rates Acceptance Form
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### **Financial Review:**

(please check one)

X	In adopted budget	Fund Number	Proposed budgets within departments
	Apportionment needed	Requested Fund Number	
	Other funding Source		
	No financial impact		

(summary of current and future impacts)

3.90% increase equates to an approximate \$92,6000 increase in 2021 levy impact
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Approval:	Review: Clinton Langreck
Department Head	Administrator, or Elected Office (if applicable)



# FINAL RATES ACCEPTANCE FORM

The final rates offered to: by Quartz, effective	RICHLAND COI 01/01/2021				
Renewal Offering?	YES	no	no	no	
	HM01-1	HM01-2	HM01-3	HMO1-4	
Single	\$652.02	\$651.41	\$624,56	\$623.95	
Family	\$1,620.60	\$1,619.08	\$1,552.35	\$1,550.83	
Medicare Single	\$521.62	\$521.13	\$499.65	\$499,17	
Medicare Family	\$1,043.23	\$1,042.26	\$999.30	\$998.32	
Medicare Split	\$1,173.63	\$1,172.53	\$1,124.20	\$1,123.11	
We accept the following plan(s):					
SBC Tracking IDs:	EMNW32DXSBC	GEUURV1DSBC	YV8V5RAB5BC	IIRKU953SBC	
SOB Tracking iDs:	EMNW32DXSQB	GEUURV1DSOB	YV8VSRAB5OB	IIRKU953SOB	
					se execute the Acceptance Certification provided below. If your group has any
changes within 60 days of the ediscrepancies must be reported	ffective date th to Quartz with	at we determ in 60 days of	ine will affect the renewal d	the rates list	ed above, we reserve the right to adjust the listed rates. Premium rate
RICHLAND COUNTY understands that Quartz, in	its sole discretion, ma	y provide summary	health Information f	for our use. I reque	st, on behalf of RICHLAND COUNTY, that RICHLAND COUNTY receives this summary health information for the purposes lealth insurance coverage under the group health plan. I certify that I am authorized to sign on behalf of RICHLAND
Acceptance Certification					
As an authorized representative of this Employer, I have reviewed the above, and the notice form, and accept the quoted rates on behalf of RICHLAND COUNTY. I further attest and certify that all the statements included herein are true and correct to the best of my knowledge.					
RICHLAND COUNTY					
Printed Name of Group Represe	entative		54	Dat	e
Signature of Group Representat	tive			Pos	ition/Title of Group Representative

Please send the completed form to: Ron Sebranek Quartz 840 Carolina Street Sauk City, WI 53583

9/6/2020 3:46 PM

# Quartz

QuartzBenefits.com



**Proposal For:** 

# **RICHLAND COUNTY**

Prepared by: ET INC OF WISCONSIN DBA WALLACE COOPER AND ELLIOTT INSURANCE AGENCY



### PUTTING HEALTH BACK INTO YOUR HEALTH INSURANCE

Quartz provides you and your employees with multiple networks — most including the hospitals and clinics of UW Health and Gundersen Health System — giving you access to hundreds of facilities and thousands of physicians and specialists. We've been offering health insurance coverage in Wisconsin for more than 30 years. Our philosophy is to provide innovative solutions to help your employees get the most from your health benefits.

# QUARTZ CARES ABOUT YOUR EMPLOYEES' HEALTH AND WELLNESS, OFFERING EASY ACCESS TO –

- UW Health and UnityPoint Health Meriter
- ► Gundersen Health System, an integrated health network bringing primary and specialty care close to home
- Your employees' plan elections and group benefit documents through MyPlanTools, our secure online employer portal
- QuartzMyChart, an online portal giving your employees access to their personal health, wellness and insurance information
- ▶ E-Visits, convenient online visits for common health problems (for members age 18 and older with a UW Health or Gundersen PCP)
- UW Health Care Anywhere and Gundersen VirtualVisit for 24/7 availability of a medical provider, whenever you or your family needs urgent care
- Choice90, our unique pharmacy program making it easy for your employees to get a 90-day supply of maintenance medications
- Health Management Programs that provide rewards, reminders, health news, online information, support and classes to members with common conditions

And much more!

# RATING AND ACCREDITATION BY THE NATIONAL COMMITTEE FOR QUALITY ASSURANCE (NCQA)

Quartz Health Benefit Plans Corporation's Commercial HMO / POS plans are rated **4.5 out of 5** among NCQA's Private (Commercial) Health Insurance Plan Ratings 2018-2019. Quartz Health Benefit Plans Corporation has consistently maintained an Excellent Accreditation status through NCQA since 2002.

# WE'RE PROUD TO SAY THAT OUR OVERALL MEMBER SATISFACTION IS 95 PERCENT.\*

Prompt and accurate customer service means less hassle so you can spend time on what's really important — running your business.

\* Based on monthly surveys of Quartz claim submissions or customer service inquiries between January and December 2019.

Some programs or benefits may not be part of your plan. Please contact your agent or our Sales Department for more information.

To learn more about Quartz and how our innovative programs and solutions can help your business, contact your agent, or our **Sales Department** at **(800)** 926-8227.





# GET STARTED NOW AND DISCOVER THE BEST YOU!

Quartz Well, our personalized digital wellness program, is simple, flexible and rewarding. It's designed to reward you for taking care of yourself — whatever your fitness level, wherever you are.



**SIMPLE**No paperwork to complete



**FLEXIBLE**Workout wherever and whenever you want



REWARDING
Redeem and use your
points online



Automatic points for a range of preventive services, such as immunizations through a network provider

Sync with tracking devices or mobile apps to earn points for steps you take in daily activities or working out

Digital platform that makes it easy to create and track health goals

Points can be redeemed and used for purchases on Amazon.

Visit QuartzBenefits.com/quartzwell for details and updates.

Subscribers age 18 and older can earn \$100 for single plans. Family plans offer \$100 for the subscriber and \$100 for the subscriber's spouse (or domestic partner).





### **GET STARTED**



Getting started is easy. Access Quartz Well through your MyChart account. Simply sign on and you're ready to begin your journey of defining your best you.





- Sync your device to automatically track your steps.
- Visit your Primary Care Provider (PCP) to ensure you have all your preventive needs addressed.\*



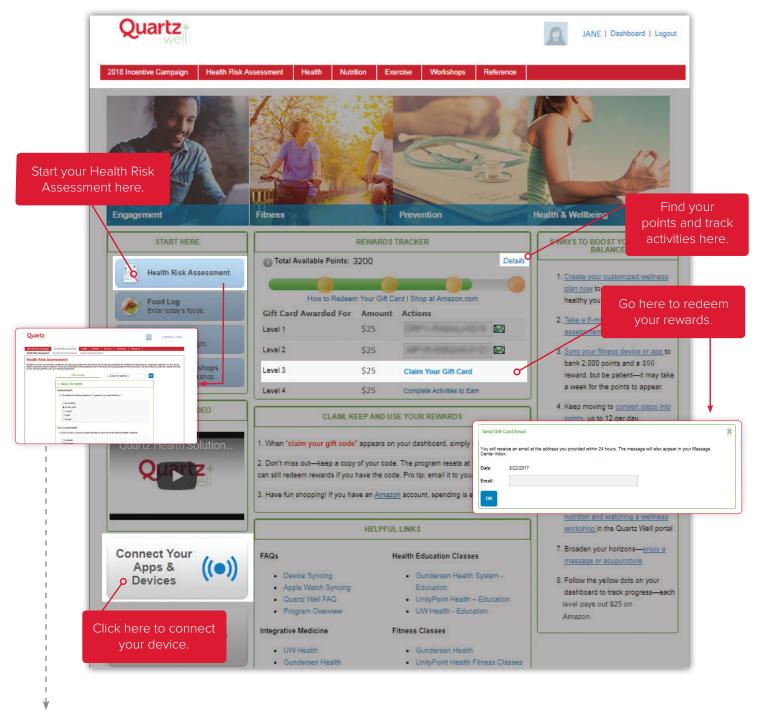
- Live your life. Log your behaviors that aren't tracked by your fitness tracker.
- Get a massage, sign up for Community Supported Agriculture (CSA) or take classes for better health.
- Wait for points you earned to appear automatically for your flu shot and / or other approved services up to 90 days from your appointment. Points for preventive visits are automatic. Your points will be synced.

	Points	Reward
Level 1		<b></b> \$25
Level 2	······ 1,000 ·	······ \$25
Level 3	1,000	······ \$25
Level 4	······ 1,000 ·	<b></b> \$25
Total	4,000	\$100



- Redeem your rewards for an Amazon gift card.
- Subscribers age 18 and older can earn \$100 for single plans. Family plans offer \$100 for the subscriber and \$100 for the subscriber's spouse (or domestic partner).

# WHAT'S ON THE QUARTZ WELL PORTAL



### **HEALTH RISK ASSESSMENT**

A Health Risk Assessment (HRA) is a health questionnaire used to provide you with an evaluation of your health risks and quality of life. It's based on your personal medical history, nutrition information and stress level. It also helps you better understand what areas you may need to improve.



# ENGAGE & EARN - 2020

ENGAGEMEN	T

Activity	Points
Personal Health Risk Assessment	500
Enter a Food Log	1/day
Record Your Weight	1/day
Complete a Wellness Workshop	100

### FITNESS\*

Activity	Points
Sync Your Device	2,000
Earn 3 pts. per 5,000 steps per day	3 / day
Earn 6 pts. per 10,000 steps per day	6 / day
Earn 9 pts. per 15,000 steps per day	9 / day
Earn 12 pts. per 20,000 steps per day	12 / day
Physical Activity Log	1/day

# PARTICIPATE IN A COMMUNITY FITNESS EVENT

5K Walk, Run or Bike	50 / quarter
10K Walk. Run or Bike	50 / quarter

\*Certain plans do not offer fitness points. Review your portal for up-to-date options and point systems.

### **PREVENTION**

Activity	Points
Annual Exam - Preventive Health Office Visit	1000
Flu Shot	500
Vision Exam	200
Mammogram Screening	200
Cervical Cancer Screening	200
Colorectal Cancer Screening	200
Immunizations	200
Lipid Screening	200
Diabetes Screening	200
Tobacco Screening	200
Telehealth	400

### **HEALTH & WELL-BEING**

Activity	Points
Massage	100 / quarter
Acupuncture	100 / quarter
Mindfulness Classes	50 / quarter
Nutrition Classes	50 / quarter
Classes at UW Health, SwedishAmerican, UPH - Meriter or Gundersen Health System	50 / quarter
Health Education Classes	50 / quarter
Participate in a Support Group	50 / quarter
Tobacco Cessation Class	50 / quarter
CPR Certification	100 / year
Community Supported Agriculture	400 / year

Your health plan is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to members age 18 and older. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at (800) 362-3310 and we will work with you (and, if you wish, your doctor) to find a wellness program with the same reward that is right for you in light of your health status. The above is an overview only. Activities and points may change. Please review your portal for up-to-date options and point systems.



# **Changes to Group Certificates for 2021 Renewal**

Aligned Summary of Benefits and Coverage (SBC) with new federal requirements. Changes include but are not limited to:

- Better description of self-only limitation on cost-sharing;
- All cost-sharing on SBC is now phrased assuming any deductible has been met.

**Examples:** No charge after deductible  $\rightarrow$  No charge

No charge → No charge; deductible does not apply

Enhanced language in Schedule of Benefits (SOB) to better describe embedded out-of-pocket limits.

Changed prior authorization requirements for Durable Medical Equipment (DME); based on a dollar amount trigger rather than a list of items (same as current process for PPO).

Clarified that urgent/emergent transport between hospitals is not subject to prior authorization. Non-urgent, non-emergent transport is still subject to a review by Quartz.

Hospice benefits were expanded for any "life-limiting condition" (no longer based on life expectancy of six months or less).

Bariatric surgery may be accessed through Aurora Health Care (AHC) providers in Wisconsin (does not apply to AHC providers in Illinois).

Removed penalty language for failure to obtain prior authorization – if prior authorization isn't requested when required, will not be considered a covered service. In-network, claims will be paid by the participating provider. Out-of-network, member is liable.

Removed Exclusion for behavior/conduct disorders. Removed Exclusion of therapy services for sensory deficit disorders, malocclusion, and perceptual disorders. Oral surgery exclusions for malocclusion may still apply.

Clarified continuity of care requirements (applies to any Primary Care Provider represented as innetwork at the beginning of the plan year).

Updated process for requesting external review of adverse benefit determinations. Contact Quartz instead of MAXIMUS; one of three independent review organizations will be assigned.

Added a provision that employees are no longer eligible if not in "active status." More generous terms can be requested using an Eligibility Rule Change Form.

All certificates now cover grandchildren under the same terms as children (up to age 26), regardless of the age or enrollment status of the grandchild's parent.

The following Exclusions are added -

- Group homes and halfway houses for supportive and maintenance care for mental illness or substance use disorders;
- The medications eteplirsen (Exondys 51) and golodirsen (Vyvondys 53); and,
- Automated external defibrillators (AEDs).



RICHLAND COUNTY Proposal Rate Options Effective Date: 01/01/2021

	Renewal Offering HMO1-1	<u>Alternate</u> HMO1-2	<u>Alternate</u> HMO1-3	<u>Alternate</u> HMO1-4
Annual Deductible (Single/Family) Coinsurance	<u>In-Network</u> \$3,000 / \$6,000 0%	<u>In-Network</u> \$3,000 / \$6,000 0%	<u>In-Network</u> \$3,500 / \$7,000 0%	<u>In-Network</u> \$3,500 / \$7,000 0%
Max Out-of-Pocket (Single/Family)  Deductible Type:	\$3,000 / \$6,000 Embedded	\$3,000 / \$6,000 Embedded	\$3,500 / \$7,000 Embedded	\$3,500 / \$7,000 <i>Embedded</i>
Physician Services	D 100:	D 100:	D 100:	D 100:
Office Visit Specialist Visit	Ded & Coins Ded & Coins			
Emergency Services Urgent Care	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Emergency Room	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Hospital Services				
Inpatient Services Delivery & Newborn Charges Outpatient Services	Ded & Coins Ded & Coins Ded & Coins			
Diagnostic Services				
Lab & X-Ray MRI/PET/CAT Scan	Ded & Coins Ded & Coins			
Behavioral Health				
Inpatient Transitional	Ded & Coins Ded & Coins			
Outpatient Other Services	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Durable Medical Equipment Therapy Services	20% Coins Ded & Coins			
Pharmacy Benefits Tier 1/Tier 2/Tier 3	\$10/\$35/\$60	\$10/\$35/\$60/\$100 Spec Rx	\$10/\$35/\$60	\$10/\$35/\$60/\$100 Spec Rx
Value Tier Max Out-of-Pocket (Single/Family)	\$5 Rx Outcomes \$2,000 / \$4,000	\$5 Rx Outcomes \$2,350 / \$4,700	\$5 Rx Outcomes \$2,000 / \$4,000	\$5 Rx Outcomes \$2,350 / \$4,700
Additional Benefits				
	Evisits - Subject to Deductible, then 100% Coverage; Artificial Insemination; Hearing Aid	Evisits - Subject to Deductible, then 100% Coverage; Artificial Insemination; Hearing Aid	Evisits - Subject to Deductible, then 100% Coverage; Artificial Insemination; Hearing Aid	Evisits - Subject to Deductible, then 100% Coverage; Artificial Insemination; Hearing Aid
Health Care Reform				
Preventive Services Annual Maximum Lifetime Maximum	Unlimited Unlimited Unlimited	Unlimited Unlimited Unlimited	Unlimited Unlimited Unlimited	Unlimited Unlimited Unlimited

Large: To view the Summary of Benefits and Coverage (SBC), go to QuartzBenefits.com/sbclookup and enter the tracking number for each plan. You may also call 1-800-362-3310 to request a free paper copy. This proposal includes coverage for state and federally mandated benefits. Please Note: 0.04% of the quoted rates are due to required fees as part of the Patient Protection and Affordable Care Act including the Health Insurer Fee, the Reinsurance Assessment Fee and the Patient Centered Outcomes Research Institute Fee. Benefit year plans.

Coverage Type	Contracts	Rates	Contracts	Rates	Contracts	Rates	Contracts	Rates
Single	72	\$652.02	72	\$651.41	72	\$624.56	72	\$623.95
Family	139	\$1,620.60	139	\$1,619.08	139	\$1,552.35	139	\$1,550.83
Medicare Single	0	\$521.62	0	\$521.13	0	\$499.65	0	\$499.17
Medicare Family	0	\$1,043.23	0	\$1,042.26	0	\$999.30	0	\$998.32
Medicare Split	0	\$1,173.63	0	\$1,172.53	0	\$1,124.20	0	\$1,123.11

Total Monthly Premium	\$272,208.84	\$271,953.64	\$260,744.97	\$260,489.77
Change From Current Premium	3.90%	3.81%	-0.47%	-0.57%
Line of Business Code	9000013	9000013	9000013	9000013
Payor State	WI	WI	WI	WI
SBC Tracking IDs:	EMNW32DX	GEUURV1D	YV8VSRAB	IIRKU953
SOB Tracking IDs:	EMNW32DX	GEUURV1D	YV8VSRAB	IIRKU953



# FINAL RATES ACCEPTANCE FORM

The final rate officed to Volunts effective Volunts and the Volunts of Energy Volunt						
Review 10 filering?  YES 00 00 00 000  HM001-14 MM001-12 MM001-15 MM001-14						
Finally Sept. 20 Sept. 20 Sept. 40 Sept. 20 Sept. 40 Sept. 20 Sept. 40 Sept. 20 Sept	by Quartz, effective	01/01/2021	are:			
Figurity 56:52.02 \$561.41 \$602.45 \$1,500.80 \$1,500.90 \$1,500.20 \$1,500.90 \$1	Renewal Offering?	YES	no	no	no	
Family \$1,620,00 \$1,620,00 \$1,620,00 \$1,620,00 \$1,000,00		<u>HM01-1</u>	HM01-2	HMO1-3	HM01-4	
Family \$1,620,00 \$1,620,00 \$1,620,00 \$1,620,00 \$1,000,00	Single	\$652.02	\$651.41	\$624.56	\$623.95	
Medicare Family  Span Span Span Span Span Span Span Span	-					
Medicare Family    Substitute						
New accept the following plan(s):    Characteristic   Cha						
Please review the above final adjusted rates. If these rates are acceptable to you, please execute the Acceptance Certification provided below. If your group has any changes within 60 days of the effective date that we determine will affect the rates listed above, we reserve the right to adjust the listed rates. Premium rate discrepancies must be reported to Quart within 60 days of the remember adjust of the provided below. If your group has any changes within 60 days of contracting the provided days of the remember adjust of the provided days of the remember adjust of the provided days of the remember adjust of the provided days of the remember adjust. Please keep a copy of this certification form for your records, and return the signed organization or group. The provided days of the remember adjust of the provided days of the remember adjust. Please keep a copy of this certification form for your records, and return the signed organization or group. The provided days of the remember adjust of the provided days of the remember and the provided days. Please keep a copy of this certification form for your records, and return the signed organization or group. The provided days of the remember and the provided days of the remember and the provided days of the remember and the provided days. Acceptance Certification  Acceptance Certification  As an authorized representative of this Employer, I have reviewed the above, and the notice form, and accept the quoted rates on behalf of RICHAND COUNTY. Ifurther attest and certify that all the statements included herein are true and correct to the best of my knowledge.  RICHAND COUNTY  Printed Name of Group Representative  Date						
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Please send the completed form to:

Ron Sebranek
Quartz
840 Carolina Street
Sauk City, WI 53583

9/6/2020 3:46 PM



# RENEWAL/BENEFIT CHANGE NOTICES

Group Name: RICHLAND COUNTY

**Effective Date:** 01/01/2021

Group Number(s): 9013457, 9013682, 9020091, 9033437

- These rates are based upon the Medical Benefits and demographic information listed on the Proposal Rate Options page. Any changes to the Medical Benefits listed on the Proposal Rate Options page or demographic information may result in a change to the monthly premiums listed. If you believe your coverage or demographic information is different in any respect, please contact your sales representative or agent immediately.
- Dependent coverage ceases the end of the calendar month the dependent turns the age indicated.
- If a group selects an option from the renewal/benefit change acceptance letter, then this notice form, the renewal/benefit change acceptance letter, and the Rate Options page needs to be completed and signed by the group representative.
- When the PPO plan is selected for out-of-area employees, there may be no more than 20% of employees enrolled in the PPO without underwriting approval.

For groups over 6 contracts requesting benefit changes, see your sales representative.

Any benefit change must be submitted to Quartz 30 days prior to the renewal date.

Large: To view the Summary of Benefits and Coverage (SBC), go to QuartzBenefits.com/sbclookup and enter the tracking number for each plan. You may also call 1-800-362-3310 to request a free paper copy. This proposal includes coverage for state and federally mandated benefits. Please Note: 0.04% of the quoted rates are due to required fees as part of the Patient Protection and Affordable Care Act including the Health Insurer Fee, the Reinsurance Assessment Fee and the Patient Centered Outcomes Research Institute Fee. Benefit year plans.

### **Highly Compensated Employees**

Section 2716 of the Public Health Service (PHS) Act prohibits fully insured group health plans from discriminating in favor of highly compensated individuals. Employers that fail to comply with these requirements may be subject to civil monetary penalties up to \$100 per individual discriminated against per day the plan does not comply with the requirement.

We are not responsible for and do not conduct this discrimination testing. It is the employer's responsibility to ensure compliance with PHS Act Section 2716. Employers should consult their tax advisors and legal counsel to determine if their plan is compliant. Please contact your Quartz Sales Representative if any plan changes are necessary.

Please keep a copy of this certification form for your records.



### **EXCLUSIONS AND LIMITATIONS**

THIS IS A SUMMARY ONLY. FOR A COMPLETE LIST OF EXCLUSIONS, PLEASE SEE YOUR CERTIFICATE OF COVERAGE.

### SURGICAL SERVICES

- Procedures to correct obesity and removal of excess skin resulting from weight loss. This exclusion does not apply to bariatric surgery services covered in the Certificate of Coverage.
- Plastic or cosmetic surgery
- Reconstructive surgery unless the purpose is to correct a functional defect
- Breast augmentation (This does not apply to reconstruction of affected tissue incident to mastectomy.)
- Refractive eye surgery for vision correction

### **MEDICAL SERVICES**

- Examinations required for employment, licensing, or insurance; or any third-party request, including court-ordered treatment that does not otherwise qualify for coverage
- Immunizations covered by an employer, educational institution or other third party
- Expenses for the preparation and presentation of medical reports and records
- Weight control programs
- Neuropsychological testing for educational purposes
- Custodial care and Maintenance and Supportive care and / or therapy and long-term therapy

### AMBULANCE SERVICES

> Travel and transportation for a consultation or to receive non-emergent treatment

### **THERAPIES**

- Long-term Therapy and Maintenance and Supportive Care and / or Therapy for chronic conditions
- Physical, Speech and Occupational therapy are not covered for the following conditions: perceptual disorders; sensory deficit disorders; testing; treatment and therapies related to treating these conditions
- Services for the treatment of behavioral / conduct disorders and marriage counseling
- Vocational rehabilitation, including work-hardening programs
- Massage therapy

### **DENTAL SERVICES**

Routine dental procedures (for example, cleanings, extraction of teeth, root canals, and filling or recapping of teeth)

### REPRODUCTIVE SERVICES

- Reversal of voluntary sterilization procedures and related procedures
- Home delivery for childbirth
- Charges related to surrogate mother services when the surrogate is not a Quartz member

### **OUTPATIENT PRESCRIPTION DRUGS**

- Prescription drugs prescribed for cosmetic purposes or for conditions or treatments that are not covered
- Prescription drugs not approved by the Federal Food and Drug Administration



### **DURABLE MEDICAL EQUIPMENT & DISPOSABLE MEDICAL SUPPLIES**

- Foot pads, bunion covers, batteries, antiseptics, tape, over-the-counter shoe inserts, supports and elastic bandages;
   orthopedic shoes
- Comfort or convenience items (e.g., home monitoring devices, blood pressure cuffs, home UV therapy units); back-up supplies, equipment or prosthesis
- Customization of vehicles and / or lifts for wheelchairs and scooters; any and all modifications to a member's home and items associated with home modifications
- > Repair or replacement of supplies, equipment or prosthesis if lost, stolen or nonfunctional due to misuse, abuse or neglect

### **GENERAL**

- Any service, supply or equipment that is Experimental, Investigative or not Medically Necessary
- Services obtained without prior authorization or services that exceed the prior authorization granted
- Charges for services or items that the member has no legal obligation to pay
- Hypnotherapy
- Services rendered by a masseuse or massage therapist
- Coma Stimulation programs
- Orthoptics (eye exercise / training)
- Any condition, disability or charge resulting from or sustained as a result of being engaged in an illegal occupation or the commission or attempted commission of an assault or a criminal act

THIS IS A SUMMARY ONLY. FOR A COMPLETE LIST OF EXCLUSIONS, PLEASE SEE YOUR CERTIFICATE OF COVERAGE.

### Proof of Claim

A Member must submit proof of claim within 90 days of the date of service. Circumstances beyond the Member's control might make this time limit unreasonable. If so, the Member must file the claim as soon as possible.

### **Provider Limitations**

Each member of an HMO or POS plan is required to select a Primary Care Physician (PCP) found in the Provider Directory. To access this directory online, visit our website at **QuartzBenefits.com/findadoctor**. There is no PCP requirement for PPO plan members.

For Behavioral Health (Mental Health) Services, please contact Behavioral Health Care Management at (800) 683-2300 to connect with an in-network provider.



### **Non-Discrimination & Language Access**

Quartz is the brand name for a group of companies committed to your health: Quartz Health Benefit Plans Corporation, Quartz Health Insurance Corporation, Quartz Health Plan Corporation, and Quartz Health Plan MN Corporation. These companies are separate legal entities. In this notice, "we" refers to all Quartz companies.

For assistance understanding these materials in a language other than English, call (800) 362-3310, and a Customer Service representative will assist you. TTY users should call 711 or (800) 877-8973.

We comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex.

We provide free aids and services to people with disabilities to communicate effectively with us, such as –

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats)

We provide free language services to people whose primary language is not English, such as –

- Qualified interpreter
- Information written in other languages

If you need these services, contact Customer Service at (800) 362-3310.

If you believe we failed to provide these services or discriminated in another way on the basis of race, color,

national origin, age, disability, or sex, you can file a grievance with –

Kristie Meier, Compliance Officer

840 Carolina Street Sauk City, WI 53583 Phone: (800) 362-3310

TTY: 711 or toll-free (800) 877-8973

Fax: (608) 644-3500

Email: AppealsSpecialists@quartzbenefits.com

You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, Kristie Meier, Compliance Officer, is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at ocrportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 (800) 368-1019; (800) 537-7697 (TDD)

Complaint forms are available at hhs.gov/ocr/office/file/index.html

Quartz is a Qualified Health Plan issuer in the Health Insurance Marketplace in certain states. To learn more, visit the Health Insurance Marketplace at HealthCare.gov.

# For help to translate or understand this, please call (800) 362-3310, TTY: 711 / (800) 877-8973.

Spanish – Este Aviso contiene información importante. Este aviso contiene información importante acerca de su solicitud o cobertura a través de Quartz. Preste atención a las fechas clave que contiene este aviso. Es posible que deba tomar alguna medida antes de determinadas fechas para mantener su cobertura médica o ayuda con los costos. Usted tiene derecho a recibir esta información y ayuda en su idioma sin costo alguno. Llame al (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Hmong — Tsab ntawv tshaj xo no muaj cov ntshiab lus tseem ceeb. Tsab ntawv tshaj xo no muaj cov ntsiab lus tseem ceeb txog koj daim ntawv thov kev pab los yog koj qhov kev pab cuam los ntawm Quartz. Saib cov caij nyoog los yog tej hnub tseem ceeb uas sau rau hauv daim ntawv no kom zoo. Tej zaum koj kuj yuav tau ua qee yam uas peb kom koj ua tsis pub dhau cov caij nyoog uas teev tseg rau hauv daim ntawv no mas koj thiaj yuav tau txais kev pab cuam kho mob los yog kev pab them tej nqi kho mob ntawd. Koj muaj cai kom lawv muab cov ntshiab lus no uas tau muab sau ua koj hom lus pub dawb rau koj. Hu rau (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Vietnamese – Thông báo này cung cấp thông tin quan trọng. Thông báo này có thông tin quan trọng bàn về đơn nộp hoặc hợp đồng bảo hiểm qua chương trình Quartz. Xin xem ngày then chốt trong thông báo này. Quý vị có thể phải thực hiện theo thông báo đúng trong thời hạn để duy trì bảo hiểm sức khỏe hoặc được trợ trúp thêm về chi phí. Quý vị có quyền được biết thông tin này và được trợ giúp bằng ngôn ngữ của mình miễn phí. Xin gọi số (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Chinese – 本通知含有重要的訊息 本通知對於您透過 Quartz 所提 出的申請或保險有重要的訊息 請在本通知中查看重要的日期 您可能要在特定的截止日期之 前採取行動,以保留您的健康保險或有助於省錢 您有權利免費以您的母語得到幫助和訊息 請致電 (800) 362-3310:711/(800) 877-8973.

Russian — Настоящее уведомление содержит важную информацию. Это уведомление содержит важную информацию о вашем заявлении или страховом покрытии через Quartz. Посмотрите на ключевые даты в настоящем уведомлении. Вам, возможно, потребуется принять меры к определенным предельным срокам для сохранения страхового покрытия или помощи с расходами. Вы имеете право на бесплатное получение этой информации и помощь на вашем языке. Звоните по телефону (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

### Laotian — ແຈ້ງການສະບັບນີ້ມີຂໍ້ມູນທີ່ສຳຄັນ.

ແຈ້ງການສະບັບນີ້ມີຂໍ້ມູນທີ່ສຳຄັນກ່ຽວກັບໃບສະຫມັກ ຫຼື ການຄຸ້ມຄອງຂອງທ່ານຜ່ານ Quartz. ຊອກຫາວັນທີ່ສຳຄັນ ໃນຫນັງສືແຈ້ງການສະບັບນີ້.ທ່ານອາດຈຳເປັນຕ້ອງປະຕິບັດຕາມເວລາ ທີ່ກຳນົດໄວ້ທີ່ແນ່ນອນເພື່ອຮັກສາໄວ້ການຄຸ້ມຄອງສຸຂະພາບຂອງທ່ານ ຫຼື ຊ່ວຍເຫຼືອດ້ານຄ່າໃຊ້ຈ່າຍ.ທ່ານມີສິດທີ່ຈະໄດ້ຮັບຂໍ້ມູນນີ້ ແລະ ຄວາມຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ. ໂທຫາເບີ (800) 362 3310. TTY / TDD: 711 / (800) 877 8973.

**German** – Diese Benachrichtigung enthält wichtige Informationen. Diese Benachrichtigung enthält wichtige Informationen bezüglich Ihres Antrags auf Krankenversicherungsschutz durch Quartz. Suchen Sie nach wichtigen Terminen in dieser Benachrichtigung. Sie könnten bis zu bestimmten Stichtagen handeln müssen, um Ihren Krankenversicherungsschutz oder Hilfe mit den Kosten zu behalten. Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Rufen Sie an unter (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

French – Cet avis a d'importantes informations. Cet avis a d'importantes informations sur votre demande ou la couverture par l'intermédiaire de Quartz. Rechercher les dates clés dans le présent avis. Vous devrez peut-être prendre des mesures par certains délais pour maintenir votre couverture de santé ou d'aide avec les coûts. Vous avez le droit d'obtenir cette information et de l'aide dans votre langue à aucun coût. Appelez (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Korean – 본 통지서에는 중요한 정보가 들어 있습니다. 즉 이 통지서는 귀하의 신청에 관하여 그리고 Quartz을 통한 커버리지 에 관한 정보를 포함하고 있습니다.본 통지서에서 핵심이 되는 날짜들을 찾으십시오. 귀하는 귀하의 건강 커버리지를 계속유지하거나 비용을 절감하기 위해서 일정한 마감일까지 조치를 취해야 할 필요가 있을 수있습니다. 귀하는 이러한 정보와 도움을 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가있습니다. (800) 362-3310로 전화하십시오. TTY / TDD: 711 / (800) 877-8973.

Tagalog – Ang Paunawa na ito ay naglalaman ng mahalagang impormasyon. Ang paunawa na ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong aplikasyon o pagsakop sa pamamagitan ng Quartz. Tingnan ang mga mahalagang petsa dito sa paunawa. Maaring mangailangan ka na magsagawa ng hakbang sa ilang mga itinakdang panahon upang mapanatili ang iyong pagsakop sa kalusugan o tulong na walang gastos. May karapatan ka na makakuha ng ganitong impormasyon at tulong sa iyong wika ng walang gastos. Tumawag sa (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Pennsylvanian Dutch – Die Bekanntmaching gebt wichdichi Auskunft. Die Bekanntmaching gebt wichdichi Auskunft baut dei Application oder Coverage mit Quartz. Geb Acht fer wichdiche Daadem in die Bekanntmachung. Es iss meeglich, ass du ebbes duh muscht, an beschtimmde Deadlines, so ass du dei Health Coverage bhalde kannscht, odder bezaahle helfe kannscht. Du hoscht es Recht fer die Information un Hilf in deinre eegne Schprooch griege, un die Hilf koschtet nix. Kannscht du (800) 362-3310 uffrufe. TTY / TDD: 711 / (800) 877-8973.

**Polish** – To ogłoszenie zawiera ważne informacje. To ogłoszenie zawiera ważne informacje odnośnie Państwa wniosku lub zakresu świadczeń poprzez Quartz. Prosimy zwrócic uwagę na kluczowe daty zawarte w tym ogłoszeniu aby nie przekroczyć terminów w przypadku utrzymania polisy ubezpieczeniowej lub pomocy związanej z kosztami. Macie Państwo prawo do bezpłatnej informacji we własnym języku. Zadzwońcie pod (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Hindi – इस सूचना में महत्वपूर्ण जानकारी शामिल है। इस सूचना में Quartz से जुड़े आपके आवेदन या कवरेज के बारे में महत्वपूर्ण जानकारी शामिल है। इस सूचना में महत्वपूर्ण तारीखों को देखना न भूलें। स्वास्थ्य कवरेज जारी रखने या खर्चे में मदद के लिए आपको कुछ तय तारीखों तक कार्रवाई करनी ज़रूरी है। आपके पास अपनी भाषा में, बिना किसी शुल्क के इस जानकारी और सहायता को पाने का अधिकार है। (800) 362-3310. TTY / TDD: 711 / (800) 877-8973 पर कॉल करें।

**Albanian** – Ky njoftim përmban informacion të rëndësishëm. Ky njoftim përmban informacion të rëndësishëm për aplikimin ose mbulimin tuaj nëpërmjet Quartz. Kontrolloni për data të rëndësishme në këtë njoftim. Mund t'ju duhet të ndërmerrni veprim brenda afatave të caktuara për të mbajtur mbulimin tuaj shëndetësor ose për ndihmën me koston. Keni të drejtë ta merrni këtë informacion dhe ndihmë falas në gjuhën tuaj. Telefononi numrin (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

**Somali** – FIIRO GAAR AH: Haddii aad ku hadashid af Soomaali, adeegyada caawimada luuqada, ayaa waxaa laguugu siinayaa bilaash, waa laguu heli karaa. 1-800-362-3310 (TTY: 1-800-877-8973) bilbilaa.

**Cushite** – Oroomiffa XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Amharic – ጣስታወሻ: የሚናገሩት ቋንቋ ኣማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ (800) 362-3310. (መስማት ለተሳናቸው: 711 / (800) 877-8973).

 Karen –
 ທົ່ວລຸໂທົລນ:- နှစ်ကတိုး ကညီ ကိုၵ်အယိ, နှစ်နှစ် ကိုၵ်အတိုစေးလေး တလာဂ်ဘူဂ်လာဂ်စုံး နီတစ်းဘဉ်သုန္သာလီး. ကိုး (800) 362-3310.TTY / TDD: 711 / (800) 877-8973.

 Mon-Khmer, Cambodian –
 ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតឈ្នួល គឺអាចមានសំរាប់ប់រើរួមកា ចូរ ទូរស័ព្ទ

(800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

**Serbocroatian** – OBAVJEŠTENJE: Ako govorite srpskohrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite (800) 362-3310 TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711 / (800) 877-8973.

Thai – เรียน: ถา้ คุณพดู ภาษาไทยคุณสามารถใชบ์ ริการช่วยเหลือทางภาษาไดฟ์ รี โทร (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Gujarati – સુયના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો (800) 362-3310.

TTY / TDD: 711 / (800) 877-8973.

خبر دار: اگر آپ ار دو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں ۔ کال کریں۔ کال کریں۔ 877-8973 (800) 362-3310. TTY / TDD: 711 / 800)

Italian – ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

Greek – ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε (800) 362-3310. TTY / TDD: 711 / (800) 877-8973.

### **Agenda Item Cover**

### Agenda Item Name: Capital Fund Allocation for Pier Park Stairs instead of Viola Park Well

Department	Parks Commission	Presented By:	Cathy Cooper
<b>Date of Meeting:</b>	29 Sept 2020	<b>Action Needed:</b>	Vote
Disclosure:	Open Session	Authority:	
Date submitted:	23 Sept 2020	Referred by:	

### Recommendation and/or action language:

Motion to change Parks #75 project of \$13,000 from well at Viola Park to replacing stairs at Pier Park in Rockbridge

**Background:** (preferred one page or less with focus on options and decision points)

The Parks Commission had submitted a project that was part of the Capitol borrowing project (Fund #75) to install a well at Viola Park to make it an available campground. Since the original borrowing project, it has come to the attention of the Parks Commission that the front stairs at Pier Park are becoming unstable and need to be replaced for safety reasons. The Parks Commission would like to change which project is funded through Fund #75 from the well to the replace the stairs.

Gary Manning moved to utilize the borrowed funds for the Viola Park well instead on stair replacement at Pier Park in Rockbridge. Seconded by Cindy Chicker. Motion carried. Item #8, from August 3<sup>rd</sup>, 2020 meeting.

### **Attachments and References:**

Fina	ancial Review:		•
(plea	ase check one)		
X	In adopted budget	Fund Number	Fund # 75
	Apportionment needed	Requested Fund Number	
	Other funding Source		
X	No financial impact		

(summary of current and future impacts)

This is a \$13,000 reallocation from what the funds were initially burrowed but fall within the scope of the resolution for improvements. Confirmed with Carol Worth on 23 Sep 2020. Purpose language of initial "parks projects." Borrowed money is in "notes", so money can be comingled within listed projects defined in "purpose language." (This would be different if money was borrowed in long-term bonds.)

Approval:	Review:
Donoutmont Hood	A desinistrator on Floated Office (if applicable)
Department Head	Administrator, or Elected Office (if applicable)

### **Agenda Item Cover**

**Agenda Item Name: Strategic Challenges and Goals** 

Department	Administration	Presented By:	Clinton Langreck
<b>Date of Meeting:</b>	29 Sep 2020	<b>Action Needed:</b>	Resolution
Disclosure:	Open Session	Authority:	Committee Structure E
Date submitted:	24 sep 2020	Referred by:	

**Recommendation and/or action language:** 

Motion to accept report.

\*Anticipating possible motions to "advise" and provide guidance.

**Background:** (preferred one page or less with focus on options and decision points)

Under authorities and responsibilities established through the County's Committee Structure document the Finance and Personnel Committee is charged with:

E. The committee shall advise and supervise County administrative affairs in general with a view of bringing about proper coordination and cooperation between the various departments and agencies in the County to the end that the best business practices may be observed; that due efficiency may be maintained; and that the interests of the citizens of the County may best be served.

And with regards to Resolution No. 21-107 A Resolution approving the County Administrative Strategic Plan and Administrative Priorities, the Administrator intends to make routine reports to the Finance and Personnel Committee regarding the status and progress of meeting the goals.

It is anticipated the committee may take action to advise the Administrator by motion and defer to the County Board to confirm the intensions of the full body when needed.

### **Attachments and References:**

Tra	acker		
Fina	ancial Review:		
(plea	ase check one)		
	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
	Other funding Source		
	No financial impact		

(summary of current and future impacts)

No direct expenses, but may significantly influence project and funding decisions.

Approval:	Review:
	Clinton Langreck
Department Head	Administrator, or Elected Office (if applicable)

### **Agenda Item Cover**

Strategic Plan Tracking and Reporting:	2020-2021	
Items:	Actions:	Status
<u>Challenges for the County Administrator (18 month goals for administrator):</u>		29-Sep-20
Develop a long-term strategic plan		Preliminary
	Meeting with SW Regional planning 28 Sep 2020	
2. Transition finance and HR from County Clerk's Office to the Administrator's Office		Preliminary
	Preliminary Discussion with Clerk 16 Sep 2020	
Make resolutions and ordinances available and organized on the internet		Preliminary
A. Davidson was suffered UD as live and assessment	HTML Richland CTY Website search tool -by MIS	
Develop more uniform HR policy and procedures		No Actions
Implement a uniform performance review program		Droliminan
3. Implement a uniform performance review program	Legal Research Defining relationships of Dept. Heads	Preliminary
	Probation Review Administrator	
	Probation Review Economic Development Dir	
6. Develop plan and funding for more broadband	Trodución neview Economic Development Di	Preliminary
or before plan and fanding for more producting	Meeting with SW Regional planning 28 Sep 2020	
	Scheduling meeting with John Bertz	
7. Develop finance and purchasing policy (increase admin authority on purchasing)		Preliminary
	Investigating other counties	,
8. Develop new county board member orientation program		Preliminary
, , , , , , , , , , , , , , , , , , , ,	Discussion and drafts	·
9. Full review of county employee handbook, addendums and administrative manual		Preliminary
	Reviews in adjusting to Administrator Model	
10. Partner with Southwest Regional Planning in developing a county strategic plan		Developing
	Meeting with SW Regional planning 28 Sep 2020	
	Plan on moving forward with EAD Grant Study	
11. Develop policy and procedure to address complaints and investigations (Proposed		Preliminary
by Administrator)		
by Administratory	Discussion and draft with several supervisors	
12. Develop compensation and classification plan (Proposed by Administrator)		No Actions
County Board Strategic and Priority Goals (longer range goals):		
More centralized HR supervision and resources		
Consider future referendum options for maintaining services     Reach goal of 25% General Fund Reserve (3 months' reserve)		
,		
Plan and prioritize employee retention and development     Develop a five-year and ten-year plan		
Develop a five-year and ten-year plan     Improve fiscal transparency		
7. Continue transition of Committee Boards and Commission to advisory/policy roles		
Continue establishing administrator position and administrative authority		
Collaboration with Richland Center		
10. Develop a plan for a new jail / public safety building		
11. Develop a plan for county owned property that promotes economic development		
(Proposed by Administration)		
12. Develop more rural broadband access (Proposed by Administration)		
· ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '		
County Board Prioritized Values (how we approach solutions when values conflict):	Key:	
1. Strategic Vision	No Actions	
2. Proactive	Preliminary	
3. Accountability	Developing	
4. Transparency	Actions Taken	
5. Direction by policy	Complete	

### **Agenda Item Cover**

Agenda Item Name: Award Resolution – Short Term Financing

Department	Administration	Presented By:	Clinton Langreck
<b>Date of Meeting:</b>	29 Sept 2020	<b>Action Needed:</b>	Action on adjournment
Disclosure:	Open Session	Authority:	Committee Structure (F)
Date submitted:	24 Sept 2020	Referred by:	N/A

**Recommendation and/or action language:** (summarize action/s sought by committee, e.g. present a resolution, present an ordinance, receive and file information, approve expense or grant, etc.)

Recommend action to set a Finance and Personnel meeting immediately prior to the 27 October 2020 County Board meeting to review loan agreement and recommend resolution to the County Board for action at that evening's meeting.

**Background:** (preferred one page or less with focus on options and decision points)

Carol Wirth, Richland County Municipal Advisor, will be presenting the finalization paper work of the burrowing and award resolution. The resolution will be prepared by Quarles and Brady. The final packet will contain an estimated 8-page resolution and 30 pages in total of supporting documentation. Items that we have to submit through Carol to Quarles and Brady include: 1) 2021 Budget Posted Budget, 3) Copy of the 2019 Audit, and 3) Due Diligence Questionnaire. Bids for the loan will be put to market on the morning October 27th. A bid form will be presented and document executed by Chair and Clerk. Bond counsel will have a packet of closing documents. November 24<sup>th</sup>, this will be the date of wired funds and closing. Wires go out early and they ask for timely confirmation.

Attachments and References:	
Short-Term Loan Financing Report	

### **Financial Review:**

(please check one)

	In adopted budget	Fund Number	
X	Apportionment needed	Requested Fund Number	Anticipate creating a new fund
	Other funding Source		
	No financial impact		

(summary of current and future impacts)

There is an estimated \$3,000 in underwriting, and \$16,000 in legal and advisor fees in pursuing a short-term loan through Municipal Security. This amounts at an estimated \$20,000 in fees in taking out the loan. These fees can be incorporated into the loan.

An estimated loan of \$1,050,000 places an additional \$83 additional taxes on \$100,000 property.

Approval:	Review:
Department Head	Administrator, or Elected Office (if applicable)

### **Agenda Item Cover**

**Agenda Item Name:** CDBG-Close Grant Application and Administration consulting agreement.

Department	Richland Economic Development	Presented By:	Jasen Glasbrenner
Date of Meeting:	9/29/20 – 1pm	Action Needed:	Selection of Consultant for CDBG Close Fund Applications and Administration
Disclosure:	Open	Authority:	Committee Structure J
Date submitted:	9/23/20	Referred by:	

**Recommendation and/or action language:** (summarize action/s sought by committee, e.g. present a resolution, present an ordinance, receive and file information, approve expense or grant, etc.)

- 1) Motion to accept the proposal of Veirbicher Associates, Inc. to provide consulting services for the CDBG Close process in the area of Application Preparation and Grant Administration.
- 2) Motion to impose the application fee of the CDBG Close project applicant finalists (estimated cost per application is \$4,500) on the partnering project beneficiary.

**Background:** (preferred one page or less with focus on options and decision points)

There are numerous steps and details to adhere to in completing the Grant Application Process and Administrating the grants for the CDBG Close Program. It is necessary to select a consulting firm that has the experience to move us through the process quickly, efficiently, and with the highest probability of success. Once applications are successful the same firm will be charged with Administrating the Grants.

An updated timeline will be discussed.

### **Attachments and References:**

MSA Quote	
Vierbecher Quote	
RFP Submittal Scoring documents	

### **Financial Review:**

(please check one)

In adopted budget	Fund Number	
Apportionment needed	Requested Fund Number	
No financial impact		

This CBDG Close process is in regard to a fund balance of approx. 1.2million that the county has in its possession. The funds must be returned to the state by Jan 2021. We are able to recover those funds for the county if we write project proposals that meet the State requirements.

I have been advised by the DOA that the only portion of these contract expenses that cannot be covered by the grant monies is the fee associated with the application process. Approximately \$4,500 per application (x2). It is my recommendation that the final two grant applicants and recipients pay the

### **Agenda Item Cover**

\$4,500 application fee. This will mean that the county should have no cost associated with the grant application and administration process.

Approval:	Review:
Jasen Glasbrenner	
Department Head	Administrator, or Elected Office (if applicable)

9/22/20 VIERBICHER

### **EXHIBIT IV**

# Planning and Grant Administration Selection Rating System

1.	Project Coordinator/Lead's Experience  A. 5 or more years experience with CDBG or other federal/state programs  B. 4 years experience  C. 3 years experience  D. 1-2 years experience  E. No experience	Maximum 20 Points  20 Points  15 Points  10 Points  5 Points  0 Points
2.	<ul> <li>Firm's Project Completion Background</li> <li>A. Completion of 5 or more previous, similar type projects within proposed time frame &amp; budget</li> <li>B. Completion of 4 projects</li> <li>C. Completion of 3 projects</li> <li>D. Completion of 1-2 projects</li> <li>E. No projects were completed</li> </ul>	Maximum 20 Points  20 Points 15 Points 10 Points 5 Points 0 Points
3.	<ul> <li>References from Similar Projects</li> <li>A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service</li> <li>B. Respondent lists 2 previous clients</li> <li>C. Respondent lists 1 previous client</li> <li>D. Respondent lists no previous references</li> </ul>	Maximum 20 Points  20 Points 15 Points 10 Points 0 Points
4.	<ul> <li>Firm's Familiarity with Community's Needs</li> <li>A. Firm is thoroughly familiar with Communities and Counties of similar size</li> <li>B. Firm is somewhat familiar with Communities and Counties of similar size</li> <li>C. Firm is unfamiliar with Communities and Counties of similar size</li> </ul>	Maximum 10 Points 20 Points 10 Points 0 Points
5.	Responsiveness to Specifications of Project/RFP  A. Needs of project are fully addressed in Proposal  B. Needs of project are somewhat addressed in Proposal  C. Needs of project are not addressed/resolved in Proposal	Maximum 20 Points 20 Points 10 Points 0 Points
6.	<ul> <li>Cost Effectiveness</li> <li>A. Budget/proposal includes 3 or more cost effectiveness</li></ul>	Maximum 10 Points 10 Points 5 Points 0 Points
	App#1= 4,500 ADMIN#1- 17,500 >	# 44,000
	* Willing to Adjust Fee FOR  My Work. In Application	

7. Minority- or Woman-Owned Firm or Section 3/LMI Firm Income (LMI) Firm Firm is minority- or woman-owned firm or Section 3 (serving/supporting Low-to-Moderate Income (LMI) persons) Firm is not minority or female-owned or Section 3/LMI firm

Maximum 5 Points

5 Points

0 Points

Maximum 5 Points

5 Points

0 Points

8. Small Business Firm

A. Firm is a small business

B. Firm is not a small business

### **MAXIMUM TOTAL POINTS 120 POINTS**

Proposal submittals should be organized to address the submittal specifications listed in the RFP and the evaluation criteria listed above.

- 105 POINTS - 38% LESS COST

9/22/20 MSA

### **EXHIBIT IV**

# Planning and Grant Administration Selection Rating System

1.	Project Coordinator/Lead's Experience  A. 5 or more years experience with CDBG or other federal/state programs  B. 4 years experience  C. 3 years experience  D. 1-2 years experience  E. No experience	Maximum 20 Points  20 Points 15 Points 10 Points 5 Points 0 Points
2.	Firm's Project Completion Background  A. Completion of 5 or more previous, similar type projects within proposed time frame & budget  B. Completion of 4 projects  C. Completion of 3 projects  D. Completion of 1-2 projects  E. No projects were completed	Maximum 20 Points  20 Points  15 Points  10 Points  5 Points  0 Points
3.	<ul> <li>References from Similar Projects</li> <li>A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service</li> <li>B. Respondent lists 2 previous clients</li> <li>C. Respondent lists 1 previous client</li> <li>D. Respondent lists no previous references</li> </ul>	Maximum 20 Points  20 Points  15 Points  10 Points  0 Points
4.	<ul> <li>Firm's Familiarity with Community's Needs</li> <li>A. Firm is thoroughly familiar with Communities and Counties of similar size</li> <li>B. Firm is somewhat familiar with Communities and Counties of similar size</li> <li>C. Firm is unfamiliar with Communities and Counties of similar size</li> </ul>	Maximum 10 Points 20 Points 10 Points 0 Points
5.	Responsiveness to Specifications of Project/RFP  A. Needs of project are fully addressed in Proposal  B. Needs of project are somewhat addressed in Proposal  C. Needs of project are not addressed/resolved in Proposal	Maximum 20 Points 20 Points & Missing CONFLICT 10 Points Disclosure 0 Points
6.	Cost Effectiveness  A. Budget/proposal includes 3 or more cost effectiveness Components  B. Budget/proposal includes 1-2 cost effectiveness components	Maximum 10 Points 10 Points 5 Points
	C. Budget/proposal does not include cost effectiveness components $App # 1 - #6,250   Adm # 1 - *29,300$ $App # 2 - *6,250   Adm # 2 - *29,300$	0 Points # 71, 000

14

7. Minority- or Woman-Owned Firm or Section 3/LMI Firm Income (LMI) Firm
Firm is minority- or woman-owned firm or Section 3
(serving/supporting Low-to-Moderate Income (LMI) persons)
Firm is not minority or female-owned or Section 3/LMI firm

Maximum 5 Points

5 Points

0 Points

Maximum 5 Points

5 Points
0 Points

IL LARGER OF TWO

A. Firm is a small business

8. Small Business Firm

B. Firm is not a small business

### **MAXIMUM TOTAL POINTS 120 POINTS**

Proposal submittals should be organized to address the submittal specifications listed in the RFP and the evaluation criteria listed above.

- 90 POINTS

MSA Professional Services, Inc. 1230 South Boulevard Baraboo, WI 53913 P: (608) 356-2771 F: (608) 356-2770 drasmussen@msa-ps.com



PROPOSAL TO PROVIDE
CONSULTING SERVICES FOR
CDBG Close
Program





September 21, 2020

Jasen Glasbrenner, Richland County Economic Development Director, Richland County 450 South Main Street Richland Center, WI 53581

Re: Proposal to Provide Services for CDBG-CLOSE Project

Dear Jasen.

Project success depends on more than just technical skills. Financing can be just as much of a challenge as planning for and designing public buildings or infrastructure. MSA Professional Services, Inc. (MSA) takes some of the burden off clients by finding funding opportunities, coordinating applications and fulfilling the requirements of funding agencies. MSA has assembled a team that has the experience, expertise and capacity to put Richland County in the best position for a successful CDBG grant application.

### Some benefits for you include:

- A successful history of securing CDBG grant funds for our client communities.
- A good relationship with Division of Energy, Housing and Community Resources (DEHCR) staff, so that we know and understand their "hot buttons" when it comes to funding similar projects.

We look forward to continuing our relationship with the County and discussing this project further. As always, if any questions arise during review of this proposal, or additional information is desired by staff or the County Board, please contact me directly at (715) 304-0303 or drasmussen@msa-ps.com.

Sincerely,

MSA Professional Services, Inc.

David Rasmussen

Project Manager

Art Bahr

act Bahr

Funding Specialist | Client Service Manager

# MSA PROFESSIONAL SERVICES, INC.

### 1230 SOUTH BOULEVARD, BARABOO, WI 53913

Contact: David Rasmussen
Phone: (715) 304-0303

Email: drasmussen@msa-ps.com

Website: www.msa-ps.com



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PROFESSIONAL SERVICES

Our professional services agreement

# An introduction to our team and qualifications PROJECT SCOPE Our plan to complete your project FIRM PROFILE | CDBG EXPERIENCE | REFERENCES A summary of who we are and what we do, representative projects and references PROJECT TEAM Resumes for key personnel RATE SCHEDULE 13

## PROJECT SCOPE

Working in conjunction with Richland County, the City of Richland Center, and the Village of Lone Rock, MSA agrees to provide services for the preparation of two (2) CDBG-CLOSE/ PF applications for the two projects identified in the RFP to the Department of Administration and provide CDBG administration if awarded, as hereinafter stated:

## **CDBG-CLOSE-PF Application**

- A. Review project eligibility with staff from Department of Administration.
- Participate in two planning meetings with County/owner staff and City/Village staff and officials to discuss projects, timelines, and preliminary cost estimates.
- Provide the County with a draft Citizen Participation Plan for adoption, if necessary.
- Attend and participate in required citizen participation public hearing for the application phase of the project (could be in conjunction with item G. below).
- Complete and submit the CDBG-CLOSE/PF applications to the County/owner for review, including preliminary cost estimates for each project. Revise if necessary.
- Prepare for signature all resolutions, letters, documents and notices as required by the application and submit to the County for review.
- G. Attend Richland County Board of Supervisors meeting for explanation and approval of all required submission documents (could be in conjunction with item D. above.)
- **H.** Respond to questions from the Department of Administration, if needed.

## **CDBG Administration**

MSA proposes to provide administrative assistance services for each project to the County/owner in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative services are outlined as follows:

- Contracting assistance with DOA: provide pre-agreement documents, review the owner/DOA contract for accuracy and timeline. Develop amendments to grant contracts, if needed.
- **Environmental Review:** 
  - Prepare an Environmental Review Record according to 24 CFR Part 58 requirements.
  - Request release of funds after Environmental Review is completed.
- Recordkeeping CDBG Program and Project Files:
  - Establish and Maintain CDBG Program Administration Files.

- Financial Management Assistance:
  - Establish the Grant Account according to 24 CFR 570.497 and Treasury Circular 1075.
  - Request fund according to Federal Attachment O, OMB Circular A-102 and Treasury Circular 1075.
  - Establish system to handle program income according to CFR 570.494 Attachment E, OMB Circular A-102.
  - Maintain financial records as required in Circular A-87; Attachments C, G and H, OMB Circular A-102.
  - Assist County in the financial management of accounts, maintaining required financial journals, requesting funds, and disbursement funds (all checks reviewed and approved by County prior to disbursement). Owner will cut all checks to be disbursed by CDBG program.
  - Advise County to schedule/conduct "single audit(s)" as may be required by CDBG program.
- Provide assistance to the County/owner to satisfy Equal Opportunity Requirements:
  - Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households.
  - Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities.
  - Document all equal opportunity-related activities including compliance monitoring.
  - Include all applicable equal opportunity language in bidding specifications and contract documents.
  - Complete and submit the required equal opportunity reports.
- Provide assistance to County to satisfy Federal Labor Standards Requirements:
  - Establish and monitor Project Construction/Labor Standards Compliance files for Prime Contractor and Subcontractors.
- DOA Reporting Monitoring Assistance:
  - Prepare and submit semi-annual reports to DOA, including Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) compliance reports.
  - Prepare Self-Monitoring Checklist on behalf of the County and respond to any monitoring findings/ concerns as needed.
- H. Citizen Participation Compliance Assistance:
  - Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion).
- Assist with Close-Out of CDBG Program:
  - Advise owner to schedule/conduct final "single audit."

- **6**
- Submit the final report.
- Submit the Certificate of Completion.
- Submit the final report. Submit the Minority Business Enterprise/Women Business Enterprise Contractor/ Subcontractor Record.
- Attend Richland County Board of Supervisor meetings as necessary for the CDBG Projects.

## **Additional CDBG Scope Items Available**

MSA has additional services available to assure the success of the County's CDBG-CLOSE project. Any CDBG-PF or CLOSE project typically involves one or all of these disciplines. We are a "one-stop shop" for your project. These following services are available, at an additional fee, should the County choose to go that route:

- A. Acquisition Services If CDBG-CLOSE funds are used for the acquisition of property or any type of easement, federal and state regulations must be followed. Failure to follow these requirements can jeopardize your funding. MSA has an acquisition team that assures compliance with these regulations.
- B. Architectural Services MSA can provide the needed architectural services for the renovations to the proposed City Auditorium ADA improvements. These services range from conceptual design, final design, bidding, and construction administration.
- **C.** Engineering Services MSA can provide engineering services to the Village of Lone Rock for the design and construction of the downtown South Oak Street project.

## CDBG-CLOSE Program Affects Communities in Wisconsin

Our MSA funding team is ready and able to provide any assistance you may need along the way. Navigating the often complex funding waters is what we do – and what we enjoy. If your community is on these lists, contact us today to discuss next steps and optimal solutions. Each community on the list MUST take action, regardless if your community wants to utilize the funds or not. We look forward to lending a hand.

Learn more at: <u>www.msa-ps.com/cdbg-close-pro-gram-affects-communities-in-wisconsin-illinois/</u>

## PROJECT WORK PLAN

To be successful in securing funds for the County, we will work closely with County staff to assure the application meets all Department of Administration (DOA) requirements. We will incorporate feedback and input from County staff with regard to proposed changes and additions to the grant application.

## **Proximity to Richland County**

MSA's Baraboo office is approximately one hour from Richland Center. Andy Zimmer is currently the client liaison for the City of Richland Center and for the Village of Lone Rock. This close proximity will allow our team to be physically present at any required or requested project meetings.

## **County Staff and Public Input**

Incorporated in our scope of services, we have indicated meetings in which we plan to be present; however, we can and will attend others as requested. This includes initial planning meetings, public participation meetings and any board meeting when adoption of resolutions or approval of other documents is required.

## **Quality Assurance | Quality Control**

MSA has established a go-to QA/QC person experienced in CDBG funding to complete QA/QC on every deliverable.

## COORDINATION PLAN

At every step in the application and administration process, we will provide draft documents for the County to review for input and changes prior to finalizing and/or executing or submitting them. Throughout the process, we will utilize our excellent working relationship with DOA staff to seek their input, feedback and review as allowable in this competitive grant process. If DOA requires any revisions or additional information, we will work with them to make sure their requests are met in a timely fashion.

Our team will also work very closely with the County to provide regular status updates and schedules for future steps in the process.

When we embark on the grant administration component, that requires additional coordination with the County, developers, contractors and government agencies, in particular for federal labor standards monitoring.

MSA can provide additional services to bolster the success of your project. Our Funding team consist of nine funding experts that can coordinate your project with other additional loan and grant programs. In addition, our funding experts work closely with our engineers, architects, and acquisition specialists to make certain all federal and state funding requirements are met.

## FIRM PROFILE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and longterm goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process.

It's more than a project. It's a commitment.

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of more than 350 engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high quality, cost-effective solutions.







## \$500+ MILLION **GRANTS & LOW-INTEREST LOANS** We've helped our clients secure to help offset the cost of

infrastructure projects

**ENABLING PEOPLE TO POSITIVELY IMPACT** THE LIVES OF OTHERS

## CLIENT EXPERIENCE

Percentage of clients who say MSA met or exceeded their expectations based on the following categories.

## How does the Client Experience work in Proposals/ SOOs?

As part of our ongoing quality assurance program, we periodically request feedback from clients and project stakeholders to create better project outcomes for you.

These easy-to-complete surveys offer you the opportunity to comment on several areas of our performance throughout the duration of your project, which in turn helps us adapt our processes to your unique needs. Your feedback is specific to your project, and is returned directly to the people working with you. We pledge to respond to any issues you identify as the project proceeds.



## MSA'S PAST PERFORMANCE/EXPERIENCE WITH CDBG PROGRAM

### **FAST FACTS**

With the changes in the CDBG process, Richland County will benefit from our years of experience in writing award-winning applications.

\$140 million: CDBG funding MSA has secured for client communities since 1977.

Over \$11.6 million: CDBG-PF and CLOSE funding secured for MSA clients thus far in 2020.

MSA has extensive experience with the CDBG program. Since 1977, MSA has secured more than \$140 million in CDBG funding for our client communities. These have included projects that incorporate improvements to public facilities, community facilities, public facilities for economic development (PFED), housing, and emergency assistance.

Throughout the past five years, MSA has secured more than \$39.2 million for municipal clients in CDBG-Public Facilities, CLOSE, and PFED funding. These dollars will support water, sewer, stormwater and road improvement projects as well as community facilities for our client communities. MSA also looks at other federal and state resources to "bundle" financial resources. In many projects, MSA has secured multiple grant and loan funding in addition to CDBG-PF/CLOSE funding to further lessen the burden on community budgets and local taxpayers. These have included USDA, Safe Drinking Water Loan/Principal Forgiveness, Clean Water Fund Loans/Principal Forgiveness, DOT Programs, and Tax Increment Financing.

In addition to grant writing, MSA's Funding Team offers unrivaled experience in providing CDBG-PF/CLOSE grant administration services to client communities in the state of Wisconsin. We provide

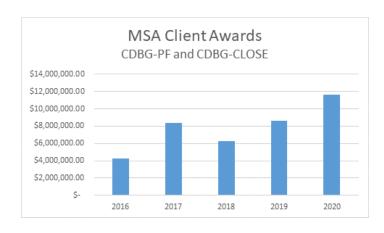
full grant administration services, including grant agreement negotiations, environmental review, procurement, labor standards compliance, semi-annual reporting, equal opportunity monitoring, grant monitoring and closeout in accordance with the latest CDBG Implementation Handbook.

MSA's Funding team has long been involved with the CDBG program. As a leader in the CDBG program, MSA regularly attends CDBG trainings sponsored by the Wisconsin Department of Administration (DOA) and has continually provided input to the state and HUD on behalf, and in support of governments across Wisconsin.

Throughout our years of experience with these programs, our funding experts have worked closely with our engineering staff to ensure expedient and efficient administration and implementation. This in-house working relationship minimizes potential problems with program implementation.

The graphs below and the table on the following page highlight MSA's experience with the CDBG program. MSA has consistently submitted fundable grant applications for our client communities. Over the past five years, our clients have netted 23-37% of the CDBG funds awarded by the DOA.

MSA also provides the grant administration services on these projects. The table on the next page provides "Findings/Concerns" the DOA had after monitoring our 2018 CDBG-PF projects. These findings/concerns have been resolved or are in the process of being resolved.





## CDBG-PF AND CLOSE APPLICATION EXPERIENCE

	Community	Project Description	Total Project Costs	CDBG-PF	CDBG-Close		
Village of Bangor   Downtown Revitalization   \$4.456.655     \$1,400,000	2020 CDBG-PF & CLOSE Applications						
City of Barron   Street & Utility Reconstruction   \$2,187,200   \$1,000,000   City of Clogie Rev   WVTP & Lifk Station Upgrades   \$1828,000   \$1,000,000   City of Fook Rev   WVTP & Lifk Station Upgrades   \$1,828,000   \$1,000,000   City of Fook Lake   Street & Utility Reconstruction   \$1,003,237   \$703,491   City of Fook Lake   Street & Utility Reconstruction   \$1,003,237   \$703,491   City of Fook Lake   Street & Utility Reconstruction   \$1,003,237   \$703,491   City of Fook Lake   Street & Utility Reconstruction   \$1,500,000   \$10,000,000   \$10,000   City of Pank Falls   Street & Utility Reconstruction   \$2,256,387   \$1,000,000   \$1,000,000   City of Pank Falls   Street & Utility Reconstruction   \$1,227,968   \$1,000,000	City of Antigo	Street & Utility Reconstruction	\$1,920,526	\$1,000,000			
Village of Deer Park         Storm Water Improvements         \$860,517         \$573,678         Image: Composition of Composition (Composition Ungrouders)         \$1,028,000         \$1,000,000         Image: Composition Ungrouders of \$1,005,273         \$1,000,000         Image: Composition Ungrouders of \$1,005,273         \$1,000,000         \$1,000,000         Image: Composition Ungrouders of \$1,005,273         \$1,000,000         \$1,000,	Village of Bangor	Downtown Revitalization	\$4,456,655		\$1,400,000		
City of Eagle River         WMTP & Lift Station Upgrades         \$18,28,000         \$1,000,000         Image (No.000)           City of Fox Lake         Street & Utility Reconstruction         \$1,005,237         \$703,491         Image (No.000)           City of Ormo         Well & Well House         \$1,500,000         \$1,000,000         \$10,000,000           City of Park Falls         Street & Utility Reconstruction         \$2,256,387         \$1,000,000         \$10,000,000           City of Showano         Downtown Revitalization         \$1,527,598         \$1,000,000         \$507,598           City of Showano         Downtown Revitalization         \$1,527,598         \$1,000,000         \$507,598           City of Amery         Downtown Revitalization         \$22,901,038         \$9,277,699         \$22,557,598           City of Amery         Downtown Revitalization         \$2,800,000         \$1,000,000         \$1,634,767           City of Amery         Downtown Revitalization         \$2,800,000         \$1,000,000         \$1,495,873           City of Beover Dom         Street & Utility Reconstruction         \$3,660,343         \$1,000,000         \$1,495,873           City of Princeton         Street & Utility Reconstruction         \$1,362,572         \$540,000         \$1,499,873           City of Princeton         S	City of Barron	Street & Utility Reconstruction	\$2,187,200	\$1,000,000			
City of Fox Lake         Street & Utility Reconstruction         \$1,005,237         \$703,491         □         □           Village of Kendall         Well & Well House         \$1,500,000         \$1,000,000         □         □           City of Park Falls         Street & Utility Reconstruction         \$3,256,387         \$1,000,000         □         □           City of Rypon         Street & Utility Reconstruction         \$2,200,000         \$1,000,000         \$507,598         □           City of Rypon         Downtown Revitalization         \$1,527,598         \$1,000,000         \$507,598         □           Tory of County         Homeless Shelter         \$22,000,000         \$1,000,000         \$2,357,598         \$1,634,767           City of Annigo         Downtown Revitalization         \$2,800,000         \$1,000,000         □         □           City of Annigo         Street & Utility Reconstruction         \$3,850,000         \$1,000,000         □         □           City of Princeton         Street & Utility Reconstruction         \$3,652,523         \$1,000,000         □         □           City of Princeton         Street & Utility Reconstruction         \$1,652,572         \$40,000         □         □           Village of Frederic         WITP Reconstruction         \$1,671,775<	Village of Deer Park	Storm Water Improvements	\$860,517	\$573,678			
Village of Kendall         Well & Well House         \$1,500,000         \$10,000,000         Image: Control of Memory Processing State (Control of Park Folls)         \$1,848,918         \$1,000,000         \$130,000         Control of Memory Processing State (Control of Park Folls)         \$1,000,000         \$130,000         \$100,000	City of Eagle River	WWTP & Lift Station Upgrades	\$1,828,000	\$1,000,000			
City of Omro         Well & Well House         \$1,848,918         \$1,000,000         \$130,000         Chance           City of Park Falls         Street & Utility Reconstruction         \$2,256,387         \$1,000,000         Chance           City of Shawano         Downtown Revitolization         \$1,527,598         \$1,000,000         \$507,598           Toylor County         Homeless Shelter         \$320,000         \$320,000         \$320,000           Toylor County         Homeless Shelter         \$320,000         \$320,000         \$320,000           Cly of Amery         Downtown Revitalization         \$2,800,000         \$1,000,000         \$1,495,873           City of Antigo         Street & Utility Reconstruction         \$4753,233         \$1,000,000         \$1,495,873           Florence County         Industrial Development         \$644,080         \$1,000,000         \$1,495,873           Florence County         Industrial Development         \$644,080         \$1,000,000         \$1,000,000           Village of Frederic         WIVIP & Sanitary Sewer Upgrades         \$1,885,000         \$1,000,000         \$1,000,000           Village of Frederic         WIVIP & Sanitary Sewer Upgrades         \$1,885,000         \$1,000,000         \$1,000,000           Village of Siren         Street & Utility Reconstruction<	City of Fox Lake	Street & Utility Reconstruction	\$1,005,237	\$703,491			
City of Park Falls         Street & Utility Reconstruction         \$3,256,387         \$1,000,000         Comment           City of Ripon         Street & Utility Reconstruction         \$2,200,000         \$10,000,000         \$507,598           City of Shawano         Downtown Revitalization         \$15,27,598         \$1,000,000         \$520,000           Totals         \$22,911,038         \$9,277,169         \$2,357,598         \$11,634,767           City of Downtown Revitalization         \$2,800,000         \$1,000,000         \$1,495,873         \$1,495,873           City of Antigo         Street & Utility Reconstruction         \$3,000,000         \$1,000,000         \$1,495,873           City of Beaver Dom         Street & Utility Reconstruction         \$3,060,343         \$1,000,000         \$1,495,873           City of Princeton         Street & Utility Reconstruction         \$1,362,572         \$540,000         \$420,000           Village of Randolph         Street & Utility Reconstruction         \$1,625,772         \$540,000         \$1,000,000           Village of White Lake         New Fire Station         \$1,850,000         \$1,000,000         \$289,781           City of Juneau         Street & Utility Reconstruction         \$1,850,000         \$1,000,000         \$2,000,000           Village of Banger </td <td>Village of Kendall</td> <td>Well &amp; Well House</td> <td>\$1,500,000</td> <td>\$1,000,000</td> <td></td> <td></td>	Village of Kendall	Well & Well House	\$1,500,000	\$1,000,000			
City of Ripon         Street & Utility Reconstruction         \$2,200,000         \$1,000,000         Common Monitor           City of Shawano         Downtown Revitalization         \$1,527,598         \$1,000,000         \$520,000           Toylor County         Homeless Shelter         \$220,000         \$22,357,598         \$11,634,767           Totals         \$22,911,038         \$9,277,169         \$2,357,598         \$11,634,767           COPPORT PR CORPORT CORPORTS         Totals         \$22,911,038         \$9,277,169         \$2,357,598         \$11,634,767           COPPORT PR CORPORT CORPORTS         Totals         \$22,911,038         \$9,277,169         \$2,357,598         \$11,634,767           COPPORT AND CORPORTS         \$2,800,000         \$1,000,000         \$1,449,873         \$1,495,873         \$1,49	City of Omro	Well & Well House	\$1,848,918	\$1,000,000	\$130,000		
City of Shawano   Downtown Revitalization   \$1,527,598   \$1,000,000   \$507,598   Toylor County   Homeless Shelter   \$320,000   \$3	City of Park Falls	Street & Utility Reconstruction	\$3,256,387	\$1,000,000			
Total	City of Ripon	Street & Utility Reconstruction	\$2,200,000	\$1,000,000			
Totals         \$2,291,038         \$9,277,169         \$2,357,598         \$11,634,767           2019 CDBG-PF & CDBG-CLOSF Applications & Administration         \$2,800,000         \$1,000,000                     City of Antigo         Street & Utility Reconstruction         \$4,753,233         \$1,495,873                     City of Beaver Dam         Street & Utility Reconstruction         \$3,060,343         \$1,000,000                     Florence County         Industrial Development         \$644,080                   \$420,000           Village of Frederic         WWTP & Sanitary Sewer Upgrades         \$1,865,000         \$1,000,000           Village of Frederic         WWTP & Sanitary Sewer Upgrades         \$1,862,572         \$540,000           Village of Frederic         WWTP & Sanitary Sewer Upgrades         \$1,862,572         \$540,000           Village of Randolph         Street & Utility Reconstruction         \$1,862,572         \$540,000           Village of Siren         Street & Utility Reconstruction         \$1,867,7175         \$1,000,000           Village of White Lake         New Fire Station         \$1,862,000         \$2,9781           City of Juneau         Street Improvements         \$703,297         \$253,361         \$1,000,000           City of Lity of Cubids         Downtown Revitalization	City of Shawano	Downtown Revitalization	\$1,527,598	\$1,000,000	\$507,598		
Downtown Revitalization   \$2,800,000   \$1,000,000   \$1,495,873   \$1,495,473   \$1,	Taylor County	Homeless Shelter	\$320,000		\$320,000		
City of Amery         Downtown Revitalization         \$2,800,000         \$1,000,000         Composition           City of Antigo         Street & Utility Reconstruction         \$4,755,233         \$1,495,873         \$1,000,000         \$		Totals	\$22,911,038	\$9,277,169	\$2,357,598	\$11,634,767	
City of Reaver Dam   Street & Utility Reconstruction   \$4,755,233   \$1,495,873   \$1,495,873   \$1,495,873   \$1,000,000	2019 CDBG-PF & CDB0	G-CLOSE Applications & Administration					
City of Beaver Dam   Street & Utility Reconstruction   \$3,060,343   \$1,000,000	City of Amery	Downtown Revitalization	\$2,800,000	\$1,000,000			
Florence County	City of Antigo	Street & Utility Reconstruction	\$4,753,233		\$1,495,873		
Village of Frederic         WWTP & Sanitary Sewer Upgrades         \$1,850,000         \$1,000,000         Company of the process	City of Beaver Dam	Street & Utility Reconstruction	\$3,060,343	\$1,000,000			
City of Princeton         Street & Utility Reconstruction         \$1,362,572         \$540,000         Common Street & Utility Reconstruction         \$904,995         \$603,000         Common Street & Utility Reconstruction         \$904,995         \$603,000         Common Street & Utility Reconstruction         \$1,677,175         \$1,000,000         Common Street & Utility Reconstruction         \$1,677,175         \$1,000,000         Common Street & Utility Reconstruction         \$1,850,000         \$1,000,000         \$289,781         Common Street & Utility Reconstruction         \$1,850,000         \$1,000,000         \$289,781         Common Street & Utility Reconstruction         \$1,207,829         \$253,361         Common Street & Utility Reconstruction         \$20,562,695         \$6,143,000         \$2,459,015         \$8,602,015         \$1,000         \$1,000         \$2,459,015         \$8,602,015         \$1,000         \$2,459,015         \$8,602,015         \$1,000         \$2,459,015         \$8,602,015         \$1,000         \$2,459,015         \$8,602,015         \$1,000         \$2,459,015         \$8,602,015         \$1,000 <td>Florence County</td> <td>Industrial Development</td> <td>\$644,080</td> <td></td> <td>\$420,000</td> <td></td>	Florence County	Industrial Development	\$644,080		\$420,000		
Village of Randolph         Street & Utility Reconstruction         \$904,995         \$603,000            Village of Siren         Street & Utility Reconstruction         \$1,677,175         \$1,000,000            Village of White Lake         New Fire Station         \$1,850,000         \$1,000,000            City of Hillsboro         WWTF Improvements         \$957,000         \$289,781            City of Juneau         Street Improvements         \$957,000         \$253,361            City of Laure         Totals \$253,662         \$6143,000         \$2459,015         \$8602,015           Totals \$1,207,838         \$500,000         1/0            Village of Bangor         Street & Utility Reconstruction         \$1,207,838         \$500,000             City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process	Village of Frederic	WWTP & Sanitary Sewer Upgrades	\$1,850,000	\$1,000,000			
Village of Siren         Street & Utility Reconstruction         \$1,677;175         \$1,000,000         Company of Market Lake         New Fire Station         \$1,850,000         \$1,000,000         Company of Market Lake         New Fire Station         \$1,850,000         \$1,000,000         \$289,781         Company of Market Lake         \$20,52,97         \$253,361         \$2441,362         \$2441,362         \$2441,362	City of Princeton	Street & Utility Reconstruction	\$1,362,572	\$540,000			
Village of White Lake         New Fire Station         \$1,850,000         \$1,000,000         \$289,781           City of Hillsboro         WWTF Improvements         \$957,000         \$289,781         \$253,361           City of Juneau         Street Improvements         \$703,297         \$253,361         \$8,602,015           2018 CDBG-PF & CDBG-CLOSE Applications & Administration         \$1,000,000         \$2,459,015         \$8,602,015           City of Augusta         Downtown Revitalization         \$3,894,000         \$500,000         1/0           Village of Bangor         Street & Utility Reconstruction         \$883,872         \$441,936         Monitoring in Process           Village of Boyceville         Downtown Revitalization         \$1,297,422         \$500,000         0/1           City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         0/1           City of Colby         Well Improvements         \$1,207,838         \$500,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,931,600         \$300,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0	Village of Randolph	Street & Utility Reconstruction	\$904,995	\$603,000			
City of Hillsboro         WWTF Improvements         \$957,000         \$289,781           City of Juneau         Street Improvements         \$703,297         \$253,361           Totals         \$20,562,695         \$6,143,000         \$2,459,015         \$8,602,015           2018 CDBG-PF & CDBG-CLOSE Applications & Administration         \$3,894,000         \$500,000         1/0           Village of Bangor         Street & Utility Reconstruction         \$883,872         \$441,936         Monitoring in Process           Village of Boyceville         Downtown Revitalization         \$1,297,422         \$500,000         2/0           City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         0/1           City of Colby         Well Improvements         \$814,925         \$400,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         \$300,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         \$1,000,000         1/0           Village of Rothschild         Street & Utility Reconstruction         \$1,35,88         \$369,294         0/0           Village of Somerset         Well Improvements<	Village of Siren	Street & Utility Reconstruction	\$1,677,175	\$1,000,000			
Street Improvements   \$703,297   \$253,361	Village of White Lake	New Fire Station	\$1,850,000	\$1,000,000			
Totals   \$20,562,695   \$6,143,000   \$2,459,015   \$8,602,015	City of Hillsboro	WWTF Improvements	\$957,000		\$289,781		
2018 CDBG-CLOSE Applications & Administration         Findings/Concerns           City of Augusta         Downtown Revitalization         \$3,894,000         \$500,000         1/0           Village of Bangor         Street & Utility Reconstruction         \$883,872         \$441,936         Monitoring in Process           Village of Boyceville         Downtown Revitalization         \$1,297,422         \$500,000         2/0           City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         0/1           City of Colby         Well Improvements         \$814,925         \$400,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         \$300,000         Monitoring in Process           Village of Rothschild         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	City of Juneau	Street Improvements	\$703,297		\$253,361		
City of Augusta         Downtown Revitalization         \$3,894,000         \$500,000         1/0           Village of Bangor         Street & Utility Reconstruction         \$883,872         \$441,936         Monitoring in Process           Village of Boyceville         Downtown Revitalization         \$1,297,422         \$500,000         2/0           City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         0/1           City of Colby         Well Improvements         \$814,925         \$400,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0         Monitoring in Process           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         \$1,300,000         \$6,311,230		Totals	\$20,562,695	\$6,143,000	\$2,459,015	\$8,602,015	
Village of Bangor         Street & Utility Reconstruction         \$883,872         \$441,936         Monitoring in Process           Village of Boyceville         Downtown Revitalization         \$1,297,422         \$500,000         2/0           City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         O/1           City of Colby         Well Improvements         \$814,925         \$400,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0         Monitoring in Process           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process	2018 CDBG-PF & CDB	G-CLOSE Applications & Administration				Findings/Concerns	
Village of Boyceville         Downtown Revitalization         \$1,297,422         \$500,000         2/0           City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         0/1           City of Colby         Well Improvements         \$814,925         \$400,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	City of Augusta	Downtown Revitalization	\$3,894,000	\$500,000		1/0	
City of Clintonville         Street & Utility Reconstruction         \$1,626,000         \$500,000         O/1           City of Colby         Well Improvements         \$814,925         \$400,000         Monitoring in Process           City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	Village of Bangor	Street & Utility Reconstruction	\$883,872	\$441,936		_	
City of Colby Well Improvements \$814,925 \$400,000 Monitoring in Process  City of Crandon Street & Utility Reconstruction \$1,207,838 \$500,000 Monitoring in Process  Village of Gilman Library Expansion \$600,000 \$300,000 Monitoring in Process  Village of Oakfield Street & Utility Reconstruction \$1,931,600 \$500,000 \$1,000,000 1/0  Village of Rothschild Street & Utility Reconstruction \$738,588 \$369,294 O/O  Village of Somerset Well Improvements \$1,355,810 \$500,000 1/0  City of Wautoma Street & Utility Reconstruction \$689,125 \$500,000 Monitoring in Process  Totals \$15,039,180 \$5,011,230 \$1,300,000 \$6,311,230	Village of Boyceville	Downtown Revitalization	\$1,297,422	\$500,000		2/0	
City of Crandon         Street & Utility Reconstruction         \$1,207,838         \$500,000         Monitoring in Process           Village of Gilman         Library Expansion         \$600,000         \$300,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Rothschild         Street & Utility Reconstruction         \$738,588         \$369,294         O/O           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	City of Clintonville	Street & Utility Reconstruction	\$1,626,000	\$500,000		0/1	
Village of Gilman         Library Expansion         \$600,000         \$300,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Rothschild         Street & Utility Reconstruction         \$738,588         \$369,294         0/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	City of Colby	Well Improvements	\$814,925	\$400,000		_	
Village of Gilman         Library Expansion         \$600,000         \$300,000         \$300,000         Monitoring in Process           Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Rothschild         Street & Utility Reconstruction         \$738,588         \$369,294         0/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	City of Crandon	Street & Utility Reconstruction	\$1,207,838	\$500,000		_	
Village of Oakfield         Street & Utility Reconstruction         \$1,931,600         \$500,000         \$1,000,000         1/0           Village of Rothschild         Street & Utility Reconstruction         \$738,588         \$369,294         0/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	Village of Gilman	Library Expansion	\$600,000	\$300,000	\$300,000	Monitoring in	
Village of Rothschild         Street & Utility Reconstruction         \$738,588         \$369,294         0/0           Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230	Village of Oakfield	Street & Utility Reconstruction	\$1,931,600	\$500,000	\$1,000,000		
Village of Somerset         Well Improvements         \$1,355,810         \$500,000         1/0           City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230		·			., ,		
City of Wautoma         Street & Utility Reconstruction         \$689,125         \$500,000         Monitoring in Process           Totals         \$15,039,180         \$5,011,230         \$1,300,000         \$6,311,230							
Totals \$15,039,180 \$5,011,230 \$1,300,000 \$6,311,230		·		<del>                                     </del>		Monitoring in	
		Totals	\$15,039,180	\$5,011,230	\$1,300,000		
		Grand Totals	\$58,512,913	\$20,431,399	\$6,116,613	\$26,548,012	

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## MSA'S CDBG-CLOSE SUCCESS



## CITY | COUNTY OF SHAWANO, WI

The City of Shawano found itself to be in a unique situation in 2019. The DOA had just come to agreement with HUD to liquidate Wisconsin's CDBG-ED Revolving Loan Funds Program and at the same time the American Census Survey data shifted the majority of Shawano's populace into a category of "Low-Moderate-Income" (LMI) households. These two major shifts created an opportunity that the City could capitalize on.

MSA consulted with the City on various uses for the fund and ways that they would be able to potentially complete projects that had already been in the conceptual stage. One of these projects was the construction of a downtown open-air plaza. The City's 2018 Downtown Master Plan identified a priority to increase foot traffic in the downtown area. The goal was to broaden the appeal of the downtown shopping experience. The Downtown Master Plan identified that an open-air plaza could create a more pleasing atmosphere and reinvigorate the "Downtown Experience."

The CDBG-PF and CDBG-CLOSE program was identified as the mechanism that could make this project possible with little or no cost to the residents of Shawano. The plan would allow for the removal of two condemned, unsafe, previous business buildings and create a connection between the newly constructed Franklin Public Park and the downtown. The plaza will allow for new user amenities, a shaded area, display and performance areas, and most of all, an inviting environment that will allow visitors to relax and enjoy their surroundings.

The City would dedicate slightly more than \$500,000 toward the project and also complete a 2020 CDBG-PF grant application. The idea being that the CDBG-PF grant could provide up to \$1,000,000. The CDBG-PF grant would require a 1/3 match amount of approximately \$500,000, which would be covered by the City's CDBG-CLOSE account that had to be liquidated. The City was awarded the annual competitive CDBG funding and the end result was that the City is able to fund 100% of the projects \$1.5 million cost. The residents, users, and tax base will not be affected!

At the same time, MSA was providing services to Shawano County. Shawano County was in a situation where they had to liquidate almost \$800,000 due to the CDBG-CLOSE program. MSA assisted the County in finding CDBG eligible uses for the CLOSE (RLF) funds. MSA identified CDBG eligible projects in: the Village of Gresham, the Village of Tigerton, and future projects in the City of Shawano. MSA then assisted the County in the creation of a resolution that would allocate their CDBG-CLOSE fund to these communities. The cooperative agreement involving the City of Shawano and Shawano County allowed the City to assist the County by paying off the County's liability portion of their CDBG-CLOSE account. In return, the City was allocated \$425,000 to be applied as grant for an upcoming CDBG eligible project. MSA then worked with the County to allocate the remaining CDBG-CLOSE funds to the Village of Gresham and the Village of Tigerton. Both of these communities will be able to use in excess of \$180,000 in County CLOSE funds for the financing of their previously qualified CDBG-PF projects.

## MSA'S CDBG-CLOSE SUCCESS



## VILLAGE OF OAKFIELD | FOND DU LAC COUNTY, WI

The Village of Oakfield, like many other small communities, continues to struggle with ways to finance street and utility projects. As municipal revenues stay level or increase slightly each year, the cost of making needed street and infrastructure improvements continues to rise and out pace those revenues.

The most critical street and utility needs in the Village of Oakfield was a section of N. Main Street from Church Street to the north limits of the Village. N. Main Street is also County Trunk Highway Y. Fond du Lac County had scheduled to improve CTH Y in 2019 and the Village needed to replace the utilities under this street.

In 2018, the Village of Oakfield turned to MSA for assistance. The Village, with MSA's assistance, conducted an income survey of the households along N. Main to determine eligibility for the Community Development Block Grant Program for Public Facilities (CDBG-PF) program. The results of the survey indicated that the Village did qualify, and with MSA's assistance, submitted a grant application which was awarded that summer. The project was \$1.9 million and the Village received CDBG-PF funds amounting to \$500,000. The Village was left with funding the project at \$1.3 million.

In the fall of 2018, the Department of Administration rolled out the CDBG-CLOSE program. Fond du Lac County had approximately \$2.1 million available for projects. The portion of CTH Y (N. Main Street) in the Village of Oakfield qualified for CDBG-PF, and in April of 2019, Fond du Lac County approved allocating \$1.0 million of their CDBG-CLOSE funds to the Village of Oakfield N. Main Street and Utility Project. The project is scheduled to be completed this fall at the cost to the Village of approximately \$400,000.

## **6**

## MSA'S CDBG-CLOSE SUCCESS

## FOND DU LAC COUNTY, WI

MSA helped the County in identifying projects that fit the grant eligibility requirements. The first project MSA identified is allowing the County an opportunity to pay for a portion of the reconstruction costs of the County Trunk Highway Y project that passes through an incorporated municipality. The funds expended by the County will also meet the "match" requirements of the local municipality's street and utilities project, which had previously been approved as a CDBG-PF/CLOSE grant project.

**RESULT:** The County will save between \$400,000 and \$500,000 in previously budgeted dollars. The municipality will reduce their cost of the scheduled project by \$500,000. The County still has an available grant fund of \$1,200,000 for other County Trunk Highway projects that MSA will assist in identifying.



## **VILLAGE OF GILMAN | TAYLOR COUNTY, WI**

The Village of Gilman, located in western Taylor County, had been researching for approximately 15 years about ways in which to expand their library facility which serves western Taylor County. The Village contracted with MSA to develop a CDBG-PF grant application to fund 50% of the proposed \$600,000 project. In the summer of 2018, the Village was awarded a CDBG-PF grant of \$300,000. Still struggling to come up with their share of the project, the Village and MSA contacted Taylor County to inquire on the use of the County's CDBG-CLOSE monies, part of the CDBG-CLOSE program that rolled out in the fall of 2018. Taylor County had approximately \$620,000 of CDBG-CLOSE funds and was looking for ways to utilize the remaining money. Through negotiations with Taylor County, the County agreed to partner with the Village by providing \$300,000 of County CDBG-CLOSE funds for the library expansion.

After the collaborative sharing of these resources, Taylor County still had \$320,000 of CDBG-CLOSE funds remaining and identified the need for a homeless shelter in the County. Working with Taylor County and the Taylor County Housing Authority, MSA submitted a successful grant application to use the remaining County funds for a homeless shelter.

## CONTACT | REFERENCES

Fond du Lac County, WI
ERIN GERRED, DIRECTOR OF ADMINISTRATION

(920) 929-3156 erin.gerred@fdlco.wi.gov

Village of Oakfield, WI MIRIAM THOMAS, CLERK

(920) 583-4400 mthomas@villageofoakfield.com City of Shawano, WI EDDIE SHEPPARD, CITY ADMINISTRATOR

(715) 526-6138 esheppard@cityofshawano.com

Village of Gilman, WI
CANDICE GRUNSETH, VILLAGE CLERK

(715) 447-8650 gilmanclerk@gmail.com



### **EDUCATION**

B.S., Regional Analysis University of Wisconsin-Green Bay

## AREAS OF EXPERTISE

- Community and Economic Development
- Tax Increment Financina
- Land Use Planning and Zoning
- Downtown Redevelopment
- Grant Writing and Administration
- Housing Rehabilitation
- **Municipal Financing**

## **Dave Rasmussen**

### PROJECT MANAGER

Dave will be responsible for coordinating all aspects of the grant application and administration process.

Dave is a community development specialist at MSA and has more than 35 years of community and economic development experience with communities in Wisconsin. He is experienced in a broad range of planning activities, including community and economic development, land use planning and downtown redevelopment. He has an extensive background in tax increment financing, and grant writing and administration. Between 2015 and 2016, Dave served as one of 12 experts on the State of Wisconsin's Joint Legislative Council Special Committee on Tax Increment Financing.

### SELECTED PROJECT EXPERTISE

## COMMUNITY DEVELOPMENT BLOCK GRANT FACILITIES (CDBG-PF)

Cities of Abbotsford, Amery (2), Antigo (3), Augusta, Barron (2), Colby, Clintonville, Crandon, Eagle River (3), Hillsboro, Hurley (3), Ladysmith (2), Park Falls (2), Omro, Owen, Ripon, & Wautoma (2); and Villages of Athens, Bangor, Birchwood, Boyceville, Centuria, Colfax, Curtiss, Dorchester, Dresser, Frederic (2), Gilman, Hatley, Hixton, Luck, Minong (3), Oakfield, Siren (2), Somerset, Stratford, Webster (3) and Withee.

## TAX INCREMENT FINANCING (TIF)

Cities of Abbotsford, Amery, Antigo, Barron, Bloomer, Chetek, Crandon, Eagle River, Hillsboro, Hurley, Marshfield, Park Falls, Rice Lake, Owen and Tomahawk; and Villages of Balsam Lake, Birchwood, Centuria, Colfax, Curtiss, Dorchester, Frederic, Grantsburg, Luck, Minong, Osceola, Ridgeland, Prairie Farm, Siren, Spencer, Stratford, Unity, Webster, and Withee.

## **COMPREHENSIVE PLANS**

Cities of Altoona, Amery, Augusta, Hurley, Montreal; Villages of Dallas, Dresser, Exeland Lake Nebagamon, Luck, Siren; and Towns of Hayward, McKinley, Rice Lake, Stubbs, Wiergor and Meadow Brook.



### **EDUCATION**

A.S., Leadership Development Northeast Wisconsin Technical College

## REGISTRATIONS | AFFILIATIONS

2<sup>nd</sup> Class Power Engineer Midwest Hydro Users Group American Society of Civil Engineers Wastewater Operators of Wisconsin Wisconsin Society of Land Surveyors American Public Works Association

## **AUTHOR**

"CDBG-CLOSE Program Affects Communities in Wisconsin, Illinois," MSA Insights Blog Piece

Wisconsin Rural Water Association

### **AREAS OF EXPERTISE**

- CDBG-PF/CLOSE Funding
- CDBG-Close Program
- CDBG-ED Funding
- CDBG-PLNG Funding
- DNR Funding
- Wisconsin TIF Law
- Project Management
- Public Works Management
- OSHA/Construction Safety
- Regulatory Compliance
- LEAN Principles

## **Art Bahr**

## FUNDING SPECIALIST | CLIENT SERVICE MANAGER

Art will be responsible for the grant writing content and project management of the grant administration.

Art brings 13 years of experience working with various Wisconsin communities regarding CDBG, USDA-RD, DNR, and Wisconsin TIF funding. Art's unique experience in government administration and public/private utilities allow for an in-depth understanding of budgeting and funding. He has successfully guided many reconstruction and new construction projects. As a previous municipal administrator and elected official, he understands the difficult decisions and positions an official must make. In all of his positions, he has also taken great pride in his ability to form "win-win" relationships with local, state and federal regulators. He's a proven professional able to adapt and apply skills to attain any goal. Art is a team player and leader with strong communications skills and high standards of ethics and honesty.

## **SELECTED PROJECT EXPERTISE**

- Fire Department Facility Construction, CDBG-PF/CLOSE Funding Application, Village of White Lake, WI\*
- 5<sup>th</sup> Avenue Reconstruction Project, CDBG-PF/CLOSE and CDBG-Close Funding Applications, City of Antigo, WI\*
- Tamarack Street Reconstruction Project, CDBG-PF/CLOSE Funding Application, Village of Randolph, WI\*
- S. Metonga, W. Jackson, W. Madison Street/Utility Reconstruction Project,
   CDBG-PF/CLOSE Funding Application and Administration, City of Crandon,
   WI\*
- W. 12<sup>th</sup> Street and Robert Street, Street/Utility Reconstruction, CDBG Funding Application and Administration, City of Clintonville, WI\*
- CDBG-Close Cooperative Fund Use, Langlade County/City of Antigo, WI\*
- Fond Du Lac County CDBG-Close Funding Use Assistance and Identification, Fond Du Lac County, WI\*
- Gresham Municipal Utilities, Relicensing of FERC Hydro Projects #2464 and #2484, Gresham, WI\*
- Gresham Municipal Utilities Automated Meter Reading Infrastructure Installation, Gresham, WI\*
- Multiple Street Improvement Projects, Gresham, WI\*
- Gresham Municipal Utilities Wastewater Treatment Plant Upgrade, Gresham, WI\*
- Multiple Funding and Funding Administration Projects, Gresham, WI\*

<sup>\*</sup>Denotes experience prior to MSA.





Nicole Kruschel **FUNDING SPECIALIST** 

Nicole will provide grant administration services including wage rate monitoring, CDBG reporting, and file management.

Nicole has administered numerous DNR Environmental Loans (Safe Drinking Water and Clean Water Fund), CDBG and Rural Development projects as well as monitored more than 40 different Davis Bacon wage rate projects. Nicole has attended several training opportunities provided by these various funding agencies, so she is well versed with the requirements. Nicole trains internal staff on proper procedures for grant administration and wage rate monitoring.

### **EDUCATION**

B.A., Elementary Education University of Wisconsin-Whitewater

### SELECTED PROJECT EXPERIENCE

- CDBG-CLOSE Administration, Florence County, WI
- CDBG CLOSE Administration, Juneau, WI
- CDBG PF Administration, White Lake, WI
- Clean Water Fund Application/Administration and CDBG Administration. Beaver Dam. WI
- Clean Water Fund and Safe Drinking Water Loan **Program Application/Administration and CDBG** Administration. Augusta. WI
- FEMA Public Assistance, La Valle, WI
- CDBG Administration, Oakfield, WI
- Clean Water Fund Application and Administration, Johnson Creek, WI
- Safe Drinking Water Application/Administration and CDBG-PF Administration, Redgranite, WI



**Andy Zimmer, PE PROJECT ENGINEER** 

Andy will provide the quality control check of the project deliverables.

Andy specializes in providing municipal engineering services and trenchless technologies. He has more than 27 years of civil/ municipal construction engineering and project management experience, and has worked in numerous south and central Wisconsin communities since 1990. Andy's background includes 20 years of design and construction services for municipal streets. sewer and water main extensions and rehabilitation, water reservoirs and wells, and stormwater systems. These projects include planning, estimating, coordination with funding programs, and fulfilling requirements of federal, state and local governmental review agencies. His background also includes more than seven years of transportation and municipal construction estimating, contracting and project management. Andy has been serving his local township as an elected board official for 11 years.

### **EDUCATION**

B.S., Civil Engineering University of Wisconsin - Platteville

### REGISTRATION

Professional Engineer, WI

## **SELECTED PROJECT EXPERIENCE**

North Industrial Park Expansion, Richland Center, WI

Led design, bidding, contracting, construction management and funding coordination throughout project.

Sewer Collection System Rehabilitation, Kendall, WI

Led design, bidding, contracting, construction management and funding coordination throughout project.

West Side Booster Station, Lodi, WI

Facilitated project design, local coordination and permitting.

Water Street Water Main Replacement, Baraboo, WI

Led design, bidding, contracting and construction management throughout project.



E. Carter Arndt, AIA
PROJECT ARCHITECT

## Carter will lead any architectural services for the process as requested by the County.

Carter has more than 28 years of municipal architectural experience. He is dedicated to planning and designing dynamic buildings that not only respond to their environment and context but the people and community that use them. His design experience includes new construction, additions, and remodeling. Facilities types include parks and recreations facilities, libraries, community centers, municipal office buildings, public works garages and public safety facilities such as fire, EMS and police stations.

Beyond project management and architectural design, Carter's professional background includes developing code and feasibility studies, and cost estimates; organization, detailing and production of working drawings; consultant coordination; shop drawing review, and color selections. Since the onset of ADA, he has performed many of the MSA's ADA surveys and generated related reports.

## **EDUCATION**

B.A., Architecture lowa State University

## REGISTRATION

Professional Architect, WI, MN, IL, IA

## SELECTED PROJECT EXPERIENCE

- ADA Facility Audits, Neenah, New Berlin, Elkhorn and Waupun, WI
- Kilbourn Public Library, Wisconsin Dells, WI
- Westfield Community Center, Westfield, WI
- Lisa Link Peace Park, Madison, WI
- City Hall/Police/Library, Cuba City, WI
- Lowe Park South End Improvements, Marion, IA
- Hubbard Public Library, Hubbard, IA
- Devil's Lake Shop Service Building, Baraboo, WI
- Sauk City Public Works Garage, Sauk City, WI
- Sun Prairie WWTF Maintenance Garage, Sun Prairie, WI
- Vernon County Master Facility Plan, Viroqua, WI
- Master Facility Plan, Holmen, WI
- Police Station And Civic Campus, Holmen, WI
- Municipal Library, Holmen, WI
- Slinger Municipal Building, Slinger, WI



Beth Steinhauer
SENIOR REAL ESTATE ACQUISITION
PROFESSIONAL

## Beth will lead the real estate acquisition aspects of this project.

Beth provides project management for real estate acquisition services on rural and urban roadway design projects. She provides guidance on various components of such projects, including project scoping, design standards/review, utility involvement, public involvement, management of sub-consultants, agency coordination, right of way plat, title work and legal descriptions. Beth places an emphasis on interpersonal communication skills to effectively negotiate with clients and the public. She has more than 25 years of experience in eminent domain projects.

## **REGISTRATION**

Approved WisDOT Negotiator
Wisconsin Real Estate Broker's License

### SELECTED PROJECT EXPERIENCE

Beth has completed project manager/negotiator tasks for the following projects:

- Rock County, CTH A and Ruger Avenue (Janesville)
- · City of Janesville, Main Street, Milton Avenue, Austin Road
- City of Verona, Nine Mound Road, CTH M, CTH PD
- Vernon County, CTH T Spring Valley Creek Bridge
- Green County, Town of York Hefty Creek Bridge
   La Crosse County, CTH XX, CTH M, CTH SN & CTH C
- City of La Crosse, Enterprise Avenue, West Avenue
- Marathon County
  - o CTH E (75 parcels)
  - o CTH U & 28th Avenue
- City of Oak Creek, South Howell Avenue (64 parcels)
- City of Park Falls, STH 13 (116 parcels)
- City of Beaver Dam, STH 33 (52 parcels)
- City of Prairie du Chien
  - o Iowa & Wisconsin Street
  - o STH 35/18, Mooney Street to Washington Street
- Mauston New Lisbon Union Airport, 2.8-acre parcel, 4 parcel project with residential relocation
- West Bend Municipal Airport, Single Family Residence
- WisDOT
  - o Project 1440-13-22 STH 23, Sheboygan County
  - o Project 6320-08-22 STH 13/73, Wood County

## **KEY STAFF HOURLY RATES**

KEY STAFF	HOURLY RATE	ESTIMATED HOURS GRANT APPLICATION	ESTIMATED HOURS GRAND ADMINISTRATION
Dave Rasmussen   Project Manager	\$160/hr.	30	200
Art Bahr   Funding Specialist	\$111/hr.	15	50
Nicole Kruschel   Funding Specialist	\$84/hr.	30	250
Andy Zimmer, PE   Project Engineer	\$160/hr.	10	TBD
E. Carter Arndt, AIA   Project Architect	\$160/hr.	8	TBD
Beth Steinhauer   Senior Real Estate Acquisition Professional	\$125/hr.	0	TBD

## COST PROPOSAL FOR GRANT APPLICATION AND ADMINISTRATION

CDBG GRANT APPLICATION	FEE
Develop and submit two CDBG-Close Applications	\$12,500 Lump Sum (Both Applications)

CDBG GRANT ADMINISTRATION* (PER PROJECT)	FEE (LUMP SUM/ PER PROJECT)	
A. Contract Assistance and Pre-Agreement Documents	\$2,000	
B. Environmental Review*	\$5,000	
C. Recordkeeping	\$1,000	
D. Financial Management	\$8,000	
E. Equal Opportunity	\$500	
F. Federal Labor Standards Compliance/Wage Rate Monitoring	\$12,000	
G. DoA Reporting/Monitoring	\$2,500	
H. Citizen Participation Compliance Assistance	\$800	
I. Program Closeout	\$2,500	
Total CDBG Admin Per Project (Lump Sum)	\$29,300	
* Fees for CDBG-Close Administration is Lump Sum with the exception of the Environmental Review which is an hourly rate.		

ADDITIONAL CDBG SCOPE ITEMS (IF REQUESTED)*	FEE
Acquisition Services	Negotiated
Architectural Services	Negotiated
Engineering Services	Negotiated
*It is important to note that if these services are requested and CDBG funds will be used to pay for these services, these services must be competitively procured.	



## **RATE SCHEDULE** 2020

CLASSIFICATION	LABOR RATE
Architects	. \$115 – \$175/hr.
Clerical	.\$ 60 – \$115/hr.
CAD Technician	. \$ 95 – \$143/hr.
Geographic Information Systems (GIS)	. \$ 75 – \$143/hr.
Housing Administration	. \$ 75 – \$120/hr.
Hydrogeologists	. \$125 – \$155/hr.
Planners	
Principals	. \$175 – \$275/hr.
Professional Engineers	
Project Manager	
Professional Land Surveyors	
Staff Engineers	.\$ 80 – \$150/hr.
Technicians	.\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator	.\$ 75 – \$ 95/hr.

## **REIMBURSABLE EXPENSES**

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mileage - Reimbursement (currently \$0.575/mile)	
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter	

Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.



MSA ENGINEERING | PLANNING | ARCHITECTURE | SURVEYING | FUNDING | ENVIRONMENTAL





## **Professional Services Agreement**

This AGREEMENT (Agreement) is made today Date of Issuance by and between OWNER'S NAME (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name Project Name:** 

The scope of the work authorized is: Scope

The schedule to perform the work is: Approximate Start Date: Start Date

> Approximate Completion Date: Completion

Date

The lump sum fee for the work is: Lump Sum Fee The retainer amount required is: Retainer Required

NOTE: The retainer will be applied toward the final invoice on this project.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

OWNER'S NAME	MSA PROFESSIONAL SERVICES, INC.
Owner's Contact	MSA Contact
Owner's Title	MSA Title
Date:	Date:
Attest: City/Township/Village Clerk (WI Only)	
Clerk Name:	MSA Project Manager
Date:	Title
	Date:
Owner's Address	MSA Address
Owner's City, Owner's State Owner's Zip	MSA City, MSA State MSA Zip
Phone: Owner's Phone	Phone: MSA Phone
Fax: Owner's Fax	Fax: MSA Fax

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### MSA PROFESSIONAL SERVICES, INC. (MSA) - GENERAL TERMS AND CONDITIONS OF SERVICES

- 1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.
- MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
- Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
- MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
- In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto

- The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
- 9. MSA will maintain insurance coverage for: Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect
- 10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the **OWNER**
- 11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

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(General Terms and Conditions - Planning)

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- 12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.
- 13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.
- 15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE OWNER AND MSA PROFESSIONAL SERVICES, INC.

This AGREEMENT ("Agreement") is made as of Date by and between OWNER (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), MSA Office Location, which agree as follows:

## SECTION I -SERVICES TO BE PERFORMED

#### 1.1 Scope of Services

MSA shall perform or furnish engineering, architectural, surveying, and planning services, and serve as a resource and liaison, pursuant to Task Orders issued by the OWNER to MSA.

#### 1.2 Authorization of Services

- 1.2.1 Written Task Orders shall define the task requested, including the specific scope of services to be performed, the schedule, and the basis for payment (if other than as defined in this Agreement). When requested by the OWNER, MSA shall prepare draft Task Orders and submit them to the OWNER for review and execution. Each Task Order shall be executed by the authorized representatives of MSA and the OWNER designated in this Agreement. Each Task Order shall be deemed to incorporate the terms of this Agreement.
- The OWNER's authorized representative may orally 1.2.2 authorize MSA to begin furnishing services. Within five (5) business days thereafter, MSA shall submit to the OWNER a written Task Order, as described immediately above, which shall confirm the oral Task Order and provide for mutual execution by the parties. Such Task Order will be deemed executed if not returned with comments within two (2) business days thereafter.

#### 1.3 **Limit of Cost for Professional Services**

Task orders shall not call for professional services whose cost would exceed \$75,000. Projects in excess of \$75,000 shall be performed by other written contract.

#### 1.4 MSA's Authorized Representative

MSA Authorized Representative shall act as MSA's representative with respect to the services to be performed or furnished. Said person will have complete authority to transmit instructions, receive information, and interpret and define MSA's policies and decisions with respect to services.

## SECTION II - THE OWNER'S **RESPONSIBILITIES**

#### OWNER'S Responsibilities 2.1

The OWNER, at its expense, shall do the following in a timely manner so as not to delay or hinder MSA in its furnishing of services:

- 2.1.1 Furnish MSA with reports, studies, characterizations, regulatory orders, and similar information in its possession relating to each Task Order. Unless otherwise specified in the Task Order, MSA may rely upon OWNER-furnished information without independent verification.
- Provide all criteria and full information as to OWNER's 2.1.2 requirements including objectives and constraints, performance requirements, and budgetary limitations.
- Assist MSA by furnishing all available information 213 pertinent to the Task Order project.
- Arrange for access to and make all provisions for 2.1.4 MSA to enter upon public and private lands as required for MSA to perform its work under the Task Order.
- 2.1.5 Give prompt written notice to MSA whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MSA's services, or any defect or nonconformance in MSA's services or in the work of any Contractor.
- 2.1.6 Furnish to MSA data prepared by or services of others, including without limitation exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, land surveyors, laboratory material tests and other special items together with appropriate professional interpretations of the foregoing.
- 2.1.7 Examine studies, reports, and construction contract documents presented by MSA, and render in writing decisions pertaining thereto.

2.1.8 The OWNER shall be responsible for the accuracy and completeness of furnished data, including, but not limited to, computations, record drawings, and maps furnished by the OWNER.

#### 2.2 **OWNER'S Representative**

The OWNER'S Authorized Representative under this Authorized Agreement shall be Owner Representative, or his designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to MSA's services under this Agreement.

## SECTION III - PERIOD OF SERVICES

#### 3.1 **Completion of Services**

The services called for in each Task Order shall be completed according to a schedule agreed upon by the OWNER and MSA.

#### 3.2 **Term of Agreement**

The initial term of this Agreement shall commence as of the date set forth above, and shall expire on Contract Expiration Date and shall thereafter automatically renew itself for successive periods of one year each, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Attachment A, Rate Schedule, shall be updated January 1st on an annual basis.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER'S NAME	MSA PROFESSIONAL SERVICES, INC		
Owner's Contract Representative Contract Representative Title	MSA Service Line Leader Name Vice President		
Date:	Date:		
Owner Secondary Representative Secondary Rep Title (WI Municipalities must have Clerk's Signature as the Secondary Signature)	MSA Team Leader Name Team Leader		
Date:	Date:		

Page 2 of 2



## Task Order

**Client Company Name** To: **Client Contact** Address City, State Zip

Date of Issuance: **Date of Issuance** 

MSA Project No.: **Project Number** 

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

**Project Name: Project Name** 

The scope of the work authorized is: Scope

The schedule to perform the work is: approximate start: Start Date

approximate completion: Completion Date

The lump sum fee for the work is: Price

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

## **CLIENT COMPANY NAME**

## MSA PROFESSIONAL SERVICES, INC.

Client Contact	MSA Contact	
Client Contact Title	MSA Title	
Date:	Date:	
Attest: City/Township/Village Clerk (WI Only)	MSA Address	
•	City, State Zip Phone: MSA Phone	
Clerk Name:	Fax: MSA Fax	
Date:	- -	
Address		
City, State Zip		
Phone: Client Phone		
Fax: Client Fax		

# PLANNING/GRANT ADMINISTRATION SERVICES PROVIDER SELECTION CERTIFICATION BY COUNTY OF RICHLAND 9/23/2020

CDBG – CLOSE Program Richland County, Wisconsin

## **TOTAL POINTS**

	CRITERIA		WARDED	
		Vierbicher	MSA	Jewell
1.	Project Coordinator's/Lead Person's	20	20	NO
	Experience			BID
2.	Firm's Project Completion Background	20	20	
3.	References from Similar Projects	20	20	
4.	Firm's Familiarity with Community's Needs	20	20	
5.	Responsiveness to Project/RFP Specifications	20	10	
6.	Cost Effectiveness	5	0	
7.	Minority or Woman-Owned or Section 3/LMI	0	0	
	Firm			
8.	Small Business Firm	0	0	
	TOTAL POINTS:	105	90	
	Total Proposal Cost	\$44,000	\$71,000	

Signed Upon Completion of Proposal Review and Selection:

Certification: I hereby certify that the County of Richland has reviewed all proposals from eligible responders/submitters of proposals. The proposals were evaluated and ranked based on the information provided in the proposal documents and the criteria set forth above.

Jasen Glasbrenner

Director

Richland Economic Development

# Proposal to Provide Professional Consulting Services for Grant Application and Grant Administration Services for

## Richland County

Prepared For:

Jasen Glasbrenner, Richland Economic Development Director Richland County 450 South Main Street Richland Center, WI 53581

Prepared By: Vierbicher 400 Viking Drive Reedsburg, WI 53959

Contact Person: Kurt R. Muchow Principal (608) 402-6378 kmuc@vierbicher.com

Prepared On:

September 21, 2020

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<ul><li>Key Personnel Resumes</li><li>CDBG Forms</li></ul>	



## SECTION 1: Cover Letter





999 Fourier Drive, Suite 201 Madison, Wisconsin 53717 (608) 826-0532 phone (608) 826-0530 FAX www.vierbicher.com

September 21, 2020

Jasen Glasbrenner, Richland Economic Development Director Richland County 450 South Main Street Richland Center, WI 53581

RE: Richland County CDBG-CLOSE Grant Application and Administration Services

Dear Jasen,

On behalf of the Vierbicher team, it is my pleasure to present this proposal for providing Grant Application and Grant Administration Services for the CDBG-Close Program for Richland County.

As the Principal responsible for coordination of the Grant Application and Grant Administration process, I have nearly 40 years of experience working with projects and communities within this specific type of work. I also have nearly 40 years of experience with the State of Wisconsin CDBG Programs and other federal/state programs.

As a firm, we have provided grant administration services as part of our community and economic development services, for nearly 150 CDBG grants over the years. Our staff has the experience and technical capability to meet your grant application and grant administration needs. We appreciate your time and consideration as you review our proposal, to complete the CDBG-CLOSE grant application and administration services. If you have any questions or need additional information, please do not hesitate to contact me.

We look forward to the opportunity to work with the County on your project.

Sincerely,

Kurt R. Muchow Project Principal Direct: (608) 402-6378

E-mail: kmuc@vierbicher.com



## SECTION 2: Project Scope Statement



## Project Scope Statement

## **Project Scope**

Richland County is applying for federal funding for two projects under the CDBG-CLOSE Program. The focus of this grant will be on the following two Public Facilities projects.

## Richland Center, WI – City Auditorium Handicap Accessibility Project

This project is located in downtown Richland Center and involves adding an elevator and handicap accessible restrooms to the existing historic building.

## Lone Rock, WI - S. Oak St. Sidewalk and Lighting Project

This project is located in downtown Lone Rock and involves replacement of the sidewalks and new street lights on sections of S. Oak Street. The project also involves the installation of a sidewalk on W. Pearl Street.

## **Scope of Services**

The scope of services included in this proposal is for Application preparation and grant administration services for the CDBG-CLOSE Program, including the following:

## **Application Services**

Provide services necessary for completion of two successful CDBG – CLOSE Public Facilities grant Applications. The scope of services shall include the following:

- Prepare a timeline, work plan and budget for the two projects.
- Prepare the Public Hearing notice for each Application and coordinate with the Client to get it
  published. Prepare a sign-in sheet and handouts for each Public Hearing and coordinate with the
  Client. Client shall attend the Public Hearings.
- Prepare agendas and resolutions required for the any other meetings as necessary for successful Applications. Client shall attend the other meetings.
- Communicating on an ongoing basis with the Client and stakeholders during the Application process.
- Regularly interfacing with Richland County staff concerning approaches and tasks through the Project, through meetings, telephone calls and emails.
- Prepare preliminary CDBG PF Applications and review with the Client.
- Coordinate with the Client and assist with preparation of documents required by the CDBG program including: Procurement Policy, Citizen Participation Plan, Fair Housing Ordinance, Lobbying Certification, Statement of Assurances, Relocation Plan/Anti-Displacement Policy and Non-Violent Demonstration & Excessive Use of Force Policy.
- Prepare the final grant Application, submit grant Application to the Wisconsin Department of Administration, Division of Housing (DOH) and respond to questions during the Application review period.
- Maintain hardcopy and/or electronic copies of all records, data collected, maps, photos, analyses, and documentation generated for the Applications and provide them to the Richland County as requested during and upon completion of the Planning process.
- Comply with CDBG regulations and policies applicable to the project Application process.

The final Applications must be completed and submitted to the DOA no later than January 8, 2021.



## **Grant Administration Services**

Provide grant administration services for each Community Development Block Grant award (contingent upon awards), including the following:

- Assist with reviewing and finalizing CDBG grant agreement and amendment documents, as applicable.
- Establish and maintain record keeping and file system as required by the CDBG program.
- Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.
- Coordinate Citizen Participation public hearing(s) and maintaining and submitting required records for Citizen Participation for the CDBG Project. The Client will attend the public hearings.
- Act as the Federal Labor Standards officer for the project. Duties shall include:
  - Obtaining Federal Wage Rates;
  - Assembling Federal Wage Rate documents into bidding specifications;
  - Monitor wage determination changes and issue new wage decisions during project bidding;
  - Complete and submit semi-annual labor standards compliance reports,
  - Monitor contractor payroll reports for compliance with Davis-Bacon requirements;
  - Interview contractor employees as required by Davis-Bacon Act;
  - Complete and submit the final Labor Standards Certification.
- Prepare and submit CDBG reporting documents for the CDBG Project, including Semi-Annual Reports, Single Audit Statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/ Woman Business Enterprise (MBE/WBE) compliance reports, and Project Completion Report.
- Prepare and submit CDBG monitoring documents and responding to monitoring requirements as applicable for the CDBG Project.
- Manage financial records and prepare financial management journals as required by the CDBG program. Prepare and submit CDBG requests for payment and related required documentation.
- Prepare and submit closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.
- Complying with CDBG regulations and policies applicable to the Projects.

## **Services Not Included**

The following services and associated costs are not included in the scope of services:

- Attendance at meetings.
- Architectural or engineering design including opinions of probable cost for the proposed improvements.
- Wetland delineations, archaeological & historical surveys or other detailed environmental investigations that may be required.
- Writing checks to pay invoices.
- Newspaper publication costs.
- Legal or audit services.
- Acquisition & relocation services.



## SECTION 3: Project Work Plan Project Coordination Plan



## Project Work Plan & Coordination Plan

## A. Project Work Plan

A successful project begins and ends with effective project management. This starts with a detailed work plan. The work plan will be prepared for the project and distributed to the project team members. The plan identifies issues key to the success of the project as well as scope and schedule.

The Project Work Plan shall identify the following:

- Each major task of the Application and grant administration process,
- Identify who is responsible to complete the task, and
- Include target dates for completion.

## B. Project Coordination Plan

## 1. Designation of Responsible Parties

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Kurt R. Muchow, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Kurt.

The Client designates Jasen Glasbrenner as their representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

## 2. Methods of Communication

Vierbicher staff will work directly with Richland County staff via email, phone and video conferencing to coordinate work efforts.

## 3. Email Groups

Group emails will be set-up for each of the projects, which will be used for general project coordination. Group emails help to ensure the key stakeholders are informed of the project activities and status.



# SECTION 4: Profile, Qualifications & References



## Description of Firm



## Vision to Reality

Vierbicher is a community planning and civil engineering firm that has become a proven partner for thriving Wisconsin communities and developers. Our extensive experience working with both public and private clients has earned us the reputation as a trusted advisor and a firm that brings vision to reality.

Clients choose Vierbicher because we get projects done. While our core service is civil engineering, our extensive due diligence, market-based approach and public funding expertise have made us an industry leader with unmatched success rates.

In addition, our wide range of work with both public and private clients has uniquely positioned us to bring added value by connecting developers to community projects.

We pride ourselves on long-term client relationships, many spanning decades. Our multi-disciplined team of experts works collaboratively and efficiently from concept to completion to accomplish client goals on time and on budget.



### **INTEGRATED SERVICES**

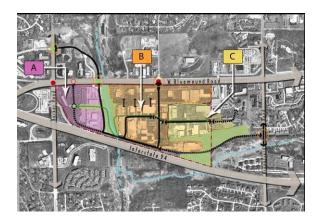
- Planning & Community Development
- Economic Development
- Urban Design & Landscape Architecture
- Grant Writing & TIF
- Municipal Engineering
- Civil Engineering
- Surveying & GIS
- Water Resources Engineering



## Experience with the CDBG Program







## **General Grant Funding Experience**

Vierbicher has a long history of assisting client's to obtain grant funding. We have assisted our clients to obtain over \$100 million in grant funds. Our grant application success rate is over 85%. We also provide grant administration for a majority of the grant projects. Following is a summary of grant awards:

- 13 CDBG Planning Grants
- 34 CDBG Economic Development Grants
- 68 CDBG Public Facilities & EAP Grants
- 17 CDBG Public Facilities for Economic Dev. Grants
- 21 CDBG Housing Grants
- 23 WDOT Transp. Economic Assistance (TEA) Grants
- 5 WDOT Transportation Enhancement Grants
- 5 Economic Development Administration
- 21 Rural Development Grants and/or Loans
- 13 DNR CWF and SDWL Loans
- 57 DNR Park and Lake Grants
- 15 DNR Stormwater Management Grants
- Numerous Miscellaneous Grants

## **CDBG Program Experience**

Vierbicher has assisted communities to obtain 154 CDBG grants totaling over \$60 Million. Following is a representative list of CDBG grants. Our experience related to CDBG grant programs include grant writing, grant administration, engineering design and construction phase services.

### Representative CDBG Program Experience

Vierbicher has provided grant administration and project delivery services for the following building projects funded by CDBG programs:

- Viroqua Library
- Richland Center Sewer & Water Replacement
- Richland Center WWTP
- Reedsburg Storm Sewer Interceptor
- Linden Well & Water Mains
- Richland Center Sewer & Water Replacement
- Viroqua Sewer & Water Replacement
- Gays Mills Infrastructure
- Gays Mills Library & Community Center
- Reedsburg Park Place Apartments
- Reedsburg Second Street Commercial
- Elroy Electric Powerhouse Flood Proofing
- Marshfield Tower Hall Rehab Conversion
- Loganville Water Main Replacement
- Wonewoc Sewer & Water Replacement
- Orfordville Sewer & Water Replacement
- Edgar Business Park Expansion



## Featured CDBG Projects



RICHLAND CENTER, WI, WESTSIDE DRIVE ST & UTILITY RECONSTRUCTION

Project included reconstruction of portions of Westside Drive, Miner Court and West 2nd Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,721,569. The sources of funds included a \$500,000 CDBG PF grant, \$191,558 USDA Rural Development Grant, \$509,000 USDA Rural Development Loan and \$521,016 of matching funds. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



VIROQUA, WI, NORTH RUSK AVE ST & UTILITY RECONSTRUCTION

Project included reconstruction of portions of North Rusk Avenue, Church Street and Washignton Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,030,000. The City obtained a \$500,000 CDBG PF grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



REEDSBURG, WI, FLOOD RECOVERY & MITIGATION

After the 2008 flood, the City of Reedsburg implemented a flood recovery and mitigation project including storm sewer construction, expansion of the industrial park, and redevelopment projects to the downtown. The City obtained \$5,735,000 of CDBG and EAP grant funds for the projects. Vierbicher provided grant writing, grant administration, engineering and surveying services for the projects. The projects were successfully completed.



VIROQUA, WI, NEW PUBLIC LIBRARY

Project included construction of a new 18,000 sf public library in the City's downtown. The total project cost was \$4,089,728. The City received a \$500,000 CDBG PF grant for the project. Vierbicher provided grant administration services for the project. The project was successfully completed.



## Featured CDBG Projects



DODGEVILLE, WI, SPRING STREET RECONSTRUCTION

Project included reconstruction of portions of Spring Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,908,982. The City obtained a \$1,000,000 CDBG PF grant for the project. Vierbicher is providing grant administration, engineering and surveying service for the project.



SPARTA, WI, CHESTER STREET RECONSTRUCTION

Project included reconstruction of portions of Chester Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,047,500. The City obtained a \$500,000 CDBG PF grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



MAINE, WI, WATER SYSTEM IMPROVEMENTS

Project included reconstruction of portions of water distribution system, constriction of two new wells and modifications to the water tower. The total project cost was \$4,828,000. The Village obtained a \$634,000 CDBG PF grant, \$2,892,000 USDA Rural Development grant and a \$1,173,000 USDA Rural Development loan for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project is under construction.



TIGERTON, WI, ELM STREET RECONSTRUCTION

Project included reconstruction of portions of Elm Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,129,325. The Village obtained a \$752,875 CDBG PF grant and a \$189,000 CDBG-CLOSE grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



# CDBG PUBLIC FACILITIES & EMERGENCY ASSISTANCE GRANTS

ASSISTANCE SKANIS				
Community	Grant Award			
New Lisbon, City of	\$ 194,000.00			
Sparta, City of	\$ 115,700.00			
Highland, City of	\$ 349,965.00			
Readstown, Village of	\$ 145,605.00			
Rewey, Village of	\$ 283,350.00			
Sparta, City of	\$ 207,000.00			
Linden, Village of	\$ 470,000.00			
North Freedom, Village of	\$ 202,500.00			
Sparta, City of	\$ 112,500.00			
Viola, Village of	\$ 435,000.00			
Patch Grove, Village of	\$ 191,530.00			
Linden, Village of	\$ 264,825.00			
Sparta, City of	\$ 145,162.00			
Edgerton, City of	\$ 448,000.00			
Prairie du Chien, City of	\$ 500,000.00			
Hustler, Village of	\$ 245,516.00			
Mauston, City of	\$ 338,350.00			
Portage, City of	\$ 53,000.00			
Portage, City of	\$ 205,000.00			
Richland County	\$ 141,000.00			
Westby, City of	\$ 175,480.00			
DeForest, Village of	\$ 500,000.00			
Lyndon Station, Village of	\$ 274,500.00			
Mauston, City of	\$ 731,000.00			
Richland County	\$ 141,880.00			
Cashton, Village of	\$ 134,900.00			
Melrose, Village of	\$ 211,600.00			
Viola, Village of	\$ 230,000.00			
Linden, Village of	\$ 300,000.00			
Lyndon Station, Village of	\$ 630,400.00			
Wonewoc, Village of	\$ 687,000.00			
Ontario, Village of	\$ 127,000.00			
Sparta, City of	\$ 220,000.00			
LaValle, Village of	\$ 356,870.00			
Gratiot, Village of	\$ 696,000.00			
Viola, Village of	\$ 223,545.00			
Wauzeka, Village of	\$ 223,343.00			
Coon Valley, Village of	\$ 58,000.00			
Potosi, Village of	\$ 356,448.00			
DeSoto, Village of	\$ 146,800.00			
Montfort, Village of	\$ 339,370.00			
Linden, Village of	\$ 246,500.00			
Wisconsin Rapids, City of	\$ 246,500.00			
Dorchester, Village of Antigo, City of	\$ 540,500.00 \$ 356,600.00			
y amgo, chy ol	<sub>ΙΨ</sub>			

# CDBG PUBLIC FACILITIES & EMERGENCY ASSISTANCE GRANTS

Community	O	rant Award
Stratford, Village of	\$	272,670.00
Fenwood, Village of	\$	56,000.00
Reedsburg, City of	\$	750,000.00
Windsor, Town of	\$	200,000.00
Gays Mills, Village of	\$	4,086,000.00
Boscobel, City of	\$ \$	716,000.00
Lyndon Station, Village of	\$	600,000.00
Wonewoc, Village of	\$	350,000.00
Reedsburg, City of	\$	4,583,080.00
Mauston, City of	\$	1,571,000.00
Marathon City, Village of	\$	128,718.00
Sauk County	\$	1,135,884.00
Wonewoc, Village of	\$	204,000.00
Loganville, Village of	\$	168,200.00
Boscobel, City of	\$	171,500.00
Richland Center, City of	\$	500,000.00
Orfordville, Village of	\$	500,000.00
Wonewoc, Village of	\$	233,090.00
Linden, Village of	\$	500,000.00
Richland Center, City of	\$	500,000.00
Sparta, City of	\$	500,000.00
Viroqua, City of	\$	500,000.00
Rhinelander, City of	\$	500,000.00
Boscobel, City of	\$	481,000.00
Tigerton, Village of	\$	752,875.00
Maine, Village of	\$	634,310.00
Rock Springs, Village of	\$	819,000.00
Rock Springs, Village of (CLOSE)	\$ \$ \$	325,000.00
Whitewater, City of	\$	500,000.00
Rock Springs, Village of (CLOSE)		659,000.00
Ontario, Village of	\$	1,000,000.00
Coon Valley, Village of	\$	1,000,000.00
Reedsburg, City of	\$	283.742.00
Total		38,716,723.00







CDBG PLANNING GRANTS				
Community	Gr	ant Award		
Wonewoc, Village of	\$	2,500.00		
Wilton, Village of	\$	5,000.00		
Reedsburg, City of	\$	14,250.00		
Wisconsin Dells, City of	\$	19,000.00		
North Fond du Lac, Village of	\$	20,000.00		
Berlin, City of	\$	18,000.00		
Wisconsin Rapids, City of	\$	18,000.00		
Gays Mills, Village of	\$	25,000.00		
Kronenwetter, Village of	\$	25,000.00		
Rhinelander, City of	\$	15,000.00		
Elroy, City of	\$	17,650.00		
Lyndon Station, Village of	\$	11,000.00		
Hillsboro, City of	\$	15,000.00		
Ontario, Village of	\$	13,400.00		
	Total \$	218,800.00		

erridio, village of	Total	\$	218,800.00
CDBG ECONOMIC DEVEL	OPME	NT G	SRANTS
Community			ınt Award
Reedsburg, City of	\$	,	387,600.00
New Lisbon, City of	\$		158,800.00
Reedsburg, City of	\$	1	296,000.00
Reedsburg, City of	\$		114,500.00
Highland, Village of	\$		85,865.00
Avoca, Village of	\$		59,250.00
Lake Delton, Village of	\$	-	750,000.00
Sparta, City of	\$	,	240,000.00
Lyndon Station, Village of	\$	4	480,000.00
Highland, Village of	\$		73,096.00
Iowa County	\$		128,500.00
Menasha, City of	\$		193,500.00
Menasha, City of	\$		151,800.00
Reedsburg, City of	\$		160,000.00
Darlington, City of	\$		192,500.00
Darlington, City of	\$	,	205,000.00
Cascade, Village of	\$		100,000.00
Plover, Village of	\$	,	750,000.00
Richland County	\$	7	750,000.00
Westport, Town of	\$	(	607,500.00
Sun Prairie, City of	\$	-	422,624.00
Athens, Village of	\$		75,000.00
Sparta, City of	\$	2	292,000.00
Hustisford, Town of	\$	2	218,000.00
DeForest, Village of	\$	(	391,000.00
Plymouth, Town of	\$	2	200,000.00
Belleville, Village of	\$		153,900.00
Horicon, City of	\$		160,000.00
Monroe, City of	\$		106,000.00
Grant County	\$	2	213,000.00
Marathon County	\$	(	662,000.00
Vernon County	\$		126,000.00
Marathon County	\$	(	906,000.00
Marathon County	\$		106,000.00
Total	al \$	9	,915,435.00

CDBG PFED GRANTS					
Community Grant Awa					
Brodhead, City of	\$	515,000.00			
Evansville, City of	\$	221,700.00			
Lyndon Station, City of	\$	132,445.00			
Reedsburg, City of	\$	750,000.00			
New Lisbon, City of	\$	129,050.00			
DeForest, Village of	\$	600,000.00			
DeForest, Village of	\$	198,000.00			
Mauston, City of	\$	150,000.00			
Cashton, Village of	\$	106,000.00			
Sparta, City of	\$	284,500.00			
DeForest, Village of	\$	256,000.00			
Prairie du Chien, City of	\$	250,000.00			
Monroe, City of	\$	300,000.00			
Marathon City, Village of	\$	250,000.00			
Baraboo, City of	\$	386,000.00			
Edgar, Village of	\$	240,565.00			
Marathon City, Village of	\$	340,000.00			
Kiel, City of	\$	500,000.00			
Total	\$	5,609,260.00			

CDBG HOUSING GRANTS				
Community	(	Grant Award		
Reedsburg, City of	\$	737,360.00		
Hustler, Village of	\$	114,035.00		
New Lisbon, City of	\$	346,300.00		
New Lisbon, City of	\$	173,200.00		
Highland, Village of	\$	230,650.00		
Sparta, City of	\$	313,300.00		
Highland, Village of	\$	214,900.00		
Mauston, City of	\$	392,500.00		
Reedsburg, City of	\$	544,000.00		
Sparta, City of	\$	314,000.00		
Avoca, Village of	\$	209,845.00		
Linden, Village of	\$	271,250.00		
Merrill, City of	\$	743,500.00		
Loganville, Village of	\$	277,500.00		
Reedsburg, City of	\$	498,500.00		
Marshfield, City of	\$	495,650.00		
Wisconsin Rapids, City of	\$	496,225.00		
Merrill, City of	\$	410,550.00		
Wisconsin Rapids, City of	\$	494,500.00		
Menasha, City of	\$	370,875.00		
Reedsburg, City of	\$	464,500.00		
Total	S	8.113.140.00		





### References

Location: Richland Center, City of

Project: CDBG-Public Facilities—West Side Drive

Grant Amount: \$500,000

Contact: Melinda Jones, Clerk

melinda.jones@richlandcenter.com

608-647-3466

Address: 450 S. Main Street.

Richland Center, WI 53581

Location: Viroqua, City of

Project: CDBG-Public Facilities—Rusk Avenue Reconstruction

Grant Amount: \$500,000

Contact: Lori Polhamus, Clerk

lpolhamus@viroqua-wisconsin.com

608-637-7154 ext 11

Address: 202 N. Main Street,

Viroqua, WI 54665

Location: Reedsburg, City of

Project: CDBG-Public Facilities—Flood Recovery

Grant Amount: \$4,583,080.00 Contact: Steve Zibell, DPW

szibell@ci.reedsburg.wi.us

608-768-3355

Address: 134 S. Locust Street., PO Box 490,

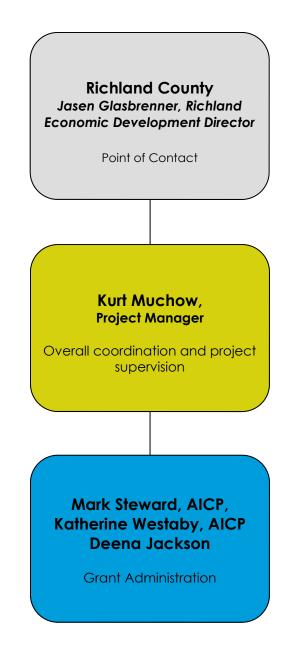
Reedsburg, WI 53959



# SECTION 5: Project Team



## Project Team



This project team has been selected specifically for the CDBG-CLOSE Program Grant Application and Grant Administration Services. The team offers strong expertise in CDBG grant administration, and working with the Department of Administration. Kurt Muchow has been assisting communities throughout Wisconsin on public funding for nearly forty years. Mark Steward has over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Katherine Westaby has assisted with grant applications and administration on 12 CDBG projects since 2016. Deena Jackson has assisted with grant applications and administration on several CDBG projects since 2019. Staff resumes are located on the following pages.



# SECTION 6: Project Budget



## Project Budget

### **Grant Applications**

The fixed fee to provide CDBG-CLOSE grant application services outlined in this proposal is as follows:

- Richland City Auditorium Handicap Accessibility Project = \$4,500.00.
- Lone Rock Sidewalk and Lighting Project = \$4,500.00.

The anticipated level of effort for each team member and major task is below.

### Anticipated Level of Effort by Team Member for Each Project

- Kurt Muchow: 15% (\$675).
- Mark Steward, Katherine Westaby & Deena Jackson: 85% (\$3,875).

### Anticipated Level of Effort by Major Task for Each Project

- Supporting Document Preparation: 25% (\$1,125).
- CDBG-CLOSE Application Preparation: 50% (\$2,250).
- Coordination: 25% (\$1,125).

### **Grant Administration**

The fixed fee to provide the grant administration services outlined in this proposal is as follows:

- Richland City Auditorium Handicap Accessibility Project = \$17,500.00.
- Lone Rock Sidewalk and Lighting Project = \$17,500.00.

The anticipated level of effort for each team member and major task is below.

### <u>Anticipated Level of Effort by Team Member for Each Project</u>

- Kurt Muchow: 15% (\$2,625).
- Mark Steward, Katherine Westaby & Deena Jackson: 85% (\$14,875).

### Anticipated Level of Effort by Major Task for Each Project

- Environmental Review Record: 15% (\$2,625).
- Financial Management: 20% (\$3,500).
- Semi-Annual & Annual Reporting: 20% (\$3,500).
- Monitoring & Close-out: 15% (\$2,625).
- Labor Standards: 25% (\$4,3750).
- Equal Opportunity, Fair Housing & Citizen Participation: 5% (\$875).

Note, If the Client would like to perform some of the activities included in the Consultants scope of services, we are willing to adjust the fee accordingly.



# SECTION 7: Fee Schedule



# Project Fee Schedule

Following is the fee schedule for the staff providing grant application and grant administrations services:

- Kurt Muchow = \$150 / hour
- Mark Steward = \$120 / hour
- Katherine Westaby = \$120 / hour
- Deena Jackson = \$80 / hour



# SECTION 8: Professional Services Agreement





400 Viking Drive Reedsburg, Wisconsin 53959 (608) 524-6468 phone (608) 524-8218 fax www.vierbicher.com

September 21, 2020

Jasen Glasbrenner, Richland Economic Development Director Richland County 450 South Main Street Richland Center, WI 53581

Re: Agreement to Provide Professional Consulting Services

Richland County CDBG-CLOSE Grant Application and Administration Services

Dear Jasen,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Proposal to provide grant application and grant administration services for the Richland County, (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

### I. PROJECT UNDERSTANDING

Richland County is applying for federal funding for two projects under the CDBG-CLOSE Program. The County has CLOSE funds of approximately \$1.2 million to be used for the Richland Center – City Auditorium Handicap Accessibility Project and the Lone Rock – S. Oak St. Sidewalk and Lighting Project.

### II. SCOPE OF SERVICES

### A. General

Consultant shall work with Client to prepare two Grant Applications and provide CDBG Grant administration services for the both projects. All work to be undertaken as part of this proposed program must be undertaken in accordance with the Federal Code of Federal Regulations, including but not limited to 24 CRF. Part 570 and 24 CRF, Part 58: and other applicable State and federal requirements.

### B. Specific Services Provided by Consultant

- CDBG-CLOSE Grant Applications
  - a) Assist the Client with the preparation, coordination of processes required for the Applications and Application submittal to the Department of Administration no later than January 8, 2021.
  - b) Establishing a timeline, work plan and budget for the two projects.
  - c) Coordinating the Citizen Participation Public Hearing (required prior to the submission of the CDBG CLOSE Applications) and any other meetings as necessary for successful application.

- d) Communicating on an ongoing and periodic basis with stakeholders during the Application processes.
- e) Regularly interfacing with Richland County staff concerning approaches and tasks through the Project, through meetings, telephone calls and emails.
- f) Maintaining hardcopy and/or electronic copies of all records, data collected, maps, photos, analyses, and documentation generated for the Applications; providing them to Richland County as requested during and upon completion of the Planning process.
- g) Complying with CDBG regulations and policies applicable to the project Application process.

### 2. CDBG Grant Administration

- a) Assist the Client with finalization of the CDBG grant agreement and amendments, as applicable.
- b) Coordinate Citizen Participation meeting(s), maintain and submit required records for Citizen Participation. Attend one public hearing during the implementation of the project.
- c) Establish and maintain record keeping and file system as required by the CDBG program.
- d) Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices and Request for Release of Funds.
- e) Act as the Federal Labor Standards officer for the project. Duties shall include:
  - (1) Obtaining Federal Wage Rates;
  - (2) Assembling Federal Wage Rate documents into bidding specifications;
  - (3) Monitor wage determination changes and issue new wage decisions as needed during project bidding;
  - (4) Complete and submit semi-annual labor standards compliance reports,
  - (5) Monitor contractor payroll reports for compliance with Davis-Bacon requirements;
  - (6) Interview contractor employees as required by Davis-Bacon Act;
  - (7) Complete and submit the final Labor Standards Certification.

- f) Manage financial records and prepare financial management journals as required by the CDBG program. Prepare and submit CDBG requests for payment and related required documentation.
- g) Assist the Client with setting up the grant account to receive CDBG disbursements. Prepare and submit requests for disbursement of funds. Coordinate payment of project invoices with other funding sources and document matching funds.
- h) Assist with Equal Opportunity compliance as required by the CDBG program.
- i) Assist with Fair Housing Actions required by the CDBG program.
- j) Prepare and submit CDBG reporting documents including semi-annual reports, single audit statements, Section 3 Reports, Equal Opportunity/Minority Business Enterprise/Woman Business Enterprise (WBE/MBE) compliance reports, and Project Completion Report as outlined in the CDBG Contract.
- k) Prepare and submit CDBG monitoring documents and respond to monitoring requirements.
- Prepare and submit closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.
- m) Comply with CDBG regulations and policies applicable to the project.

### C. Additional Services if Requested by Client

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that creates a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

### III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this agreement: meeting attendance, architectural/engineering services, surveying, wetland delineation, archaeological & historic surveys, writing checks to pay invoices, newspaper publication costs, legal, auditing and acquisition & relocation services.

### IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, Richland County and performance

requirements, flexibility, expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.

- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Set-up and maintain a Bank account to receive CDBG funds.
- D. Disburse CDBG and other funds to pay for project costs.
- E. Services of an architect and engineer to design, bid and administer construction.
- F. Services of the municipal attorney.
- G. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

### V. SCHEDULE

The proposed project will take place over a 28-month period. Richland County's goal is to have the CDBG-CLOSE Application process completed no later than January 8, 2021. The CDBG-CLOSE Project Grant Administration is expected to be completed no later than 24 months from the time the grants are awarded. The CDBG grant administration activities will be provided throughout the project implementation. Consultant will schedule the work activities to meet the project schedule.

### VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Two CDBG-CLOSE Public Facilities Grant Applications;
- B. Two sets of grant administration documents required by the CDBG program during implementation.

### VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Kurt R. Muchow Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Kurt.

The Client designates Jasen Glasbrenner as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

### VIII. FEES

- A. The fixed fee to provide the above-described scope of services is as follows:
  - 1. CDBG-CLOSE Grant Applications = \$ 4,500.00 each.
  - 2. CDBG Grant Administration = \$17,500 for each grant award.
- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C. Reimbursable expenses are included in the above stated fees.

### IX. EQUAL OPPORTUNITY/AFFRIMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with: <u>Title VI of the Civil Rights Act of 1964 (P.L. 88-352)</u>, which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

**Section 109 of the Housing and Urban Development Act of 1974, as amended**, which provided that no person shall be excluded from participation (including employment), denied benefits or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

<u>Section 504 of the Rehabilitation Act of 1973, as amended</u>, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

<u>Age Discrimination Act of 1975, as amended</u>, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

**Executive Order 11246, as amended**, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.

<u>Section 3 of the Housing and Urban Development Act of 1968, as amended</u>, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

### X. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

1 2 1 1 1

Kurt R. Muchow Principal

Sincerely,

Enclosure: General Terms and Conditions

### **AUTHORIZATION TO PROCEED**

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client	Consultant
Jasen Glasbrenner, Richland Economic Development Director Richland County 450 South Main Street Richland Center, WI 53581	Kurt R. Muchow, Principal Vierbicher Associates, Inc. 400 Viking Drive Reedsburg, WI 53959
Date	September 21, 2020 Date Alena Jackson
Witness	Witness

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### VIERBICHER ASSOCIATES, INC. (CONSULTANT) GENERAL TERMS AND CONDITIONS OF SERVICES

### 1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

#### 2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

### 3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

### 4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

### 5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

### 6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

### 7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

### 8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

### 9. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

#### C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

### 10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the limits of Consultant's professional liability insurance policy, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

### 11. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

### 12. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized used by Client or others acting through Client.

### 13. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or

construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

### 14. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

### 15. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

#### 16. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantity, or warrant the existence of conditions that Consultant cannot ascertain.

### 17. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

### 18. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

### 19. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

### 20. Termination

The obligation to provide further services under this Agreement may be terminated:

### A. For Cause

 By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

### 2. By Consultant

- a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
- Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control
- c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

### B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

### C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

### 21. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

### 22. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

### 23. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

### 24. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

### 25. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern



# SECTION 9: Appendix



# Key Personnel Resumes



### COMMUNITY DEVELOPMENT CONSULTANT

## Kurt R. Muchow



### **EDUCATION**

Madison Area Technical College Associate Degree, Civil Engineering (1975)

Fox Valley Technical College Associate Degree, Natural Resources (1976)

### **PROFESSIONAL EXPERIENCE**

Vierbicher (1980) Principal Board of Directors

Terrametrics Engineering, Ltd. (1978)

Engineer Technician, Land Surveyor

Wisconsin DNR - Bureau of Water Regulation & Zoning; Flood Plain (1976)

USDA Forest Service (1976) G.S. 4 Engineer Technician

Sauk County Planning & Zoning (1975)

### REGISTRATIONS & CERTIFICATIONS

Certified Economic Development Finance Professional—National Development Council

### **PROFESSIONAL AFFILIATIONS**

Wisconsin Economic Development Association

Wisconsin County/City Management Assn.

### BACKGROUND & ROLE

Kurt has over 40 years of experience providing consulting services to local units of government. He has extensive experience with planning and implementation of community development programs with a particular emphasis on industrial development, downtown revitalization, business & developer recruitment, development agreements, capital improvements planning, funding research, grant & loan applications, grant administration and tax incremental financing. Kurt has assisted Clients obtain over \$87 million in grant funding and has significant experience with a variety of state and federal funding programs.

### RECENT PROJECT EXPERIENCE

### **Public Funding Services**

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Subsidized Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Redevelopment Authorities

### Representative Grant & Loan Program Experience

Kurt has assisted Clients obtain over \$87 million in grant funding and has significant experience with the following funding programs and/or agencies:

- Community Development Block Grant (CDBG) Program
- Wisconsin Department of Natural Resources
- Wisconsin Department of Transportation Local Programs
- Wisconsin Economic Development Corporation
- USDA Rural Development
- US Economic Development Administration

### Representative Tax Incremental Financing Experience

Kurt has assisted Clients with the creation and/or amendment of over 120 TIF districts. He also has significant experience assisting Clients with implementation of TIF programs. Kurt's experience includes the following types of Tax Increment Districts:

- Industrial Development
- Blight Elimination
- Rehabilitation & Conservation
- Mixed Use
- Environmental Remediation

### Representative Economic Development Projects

Kurt has assisted Clients with the recruitment and implementation of the following representative economic development projects:

- Lands' End, Reedsburg, WI
- Cabela's, Prairie du Chien, WI
- Sharratt Cold Storage Warehouse, Reedsburg, WI
- Greenheck, Schofield, WI
- Maratech, Marathon City, WI



# SENIOR COMMUNITY DEVELOPMENT CONSULTANT

## Mark Steward, AICP



# EDUCATION Bachelor of Science Degree (1994) University of Minnesota, Minneapolis, MN

### **PROFESSIONAL EXPERIENCE**

Vierbicher Senior Community Development Consultant (2020)

Kalahari Development Facilities Director (2017-2020)

City of Elroy City Administrator (2011-2017)

Sauk County Planning and Zoning Director (2007-2011)

Rusk County Zoning Administrator (2003-2007)

Ayres Associates Project Manager (1999-2003)

### **PROFESSIONAL AFFILIATIONS**

American Institute of Certified Planners

American Planning Association - Wisconsin Chapter

Wisconsin City/County Management Association

### **BACKGROUND & ROLE**

With over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Mark has developed a wide range of skills in both the public and private sectors. Mark's expertise is in economic development, grant writing, administration, writing and interpreting ordinances, codes and laws, polices, and administering and enforcing zoning. He is also a master with budgeting financials and project management.

### RECENT PROJECT EXPERIENCE

### **Planning & Zoning**

- Sauk County Comprehensive Plan
- Highway 12 Corridor Study, Sauk Co.
- Elroy Downtown Revitalization Plan
- Elroy Zoning Code Update
- Sauk County Zoning Ordinance Update
- Rusk County Zoning Ordinance Rewrite

### **Community Development**

- Development Agreements
- Memorandums of Understanding
- Business Recruitment & Retention
- Blight Remediation

### **Public Funding**

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing

### Floodplain Management & Floodplain Mitigation

- CDBG-EAP Grant Application & Administration, Elroy
- WDNR Municipal Flood Control Grant, Elroy
- Powerhouse Flood Mitigation Project, Elroy
- FEMA Flood Buyout Application & Administration
- Sauk Co. Floodplain Ordinance
- Rusk Co. Floodplain Ordinance
- Elroy Floodplain Ordinance
- Viola Economic Recovery Plan
- La Farge Economic Recovery Plan



# COMMUNITY CONSULTANT



### **EDUCATION**

Master of Community Planning (2013) University of Cincinnati -Cincinnati, Ohio

BA in Geography (2011) Miami University - Oxford, Ohio

### **PROFESSIONAL EXPERIENCE**

Vierbicher Community Development Consultant (2016-2018, 2019)

City of Platteville Planner/Community Development Specialist (2018)

Southwestern Wisconsin Regional Plannina Commission Planner/GIS Specialist (2014)

Mt Auburn Chamber of Commerce - Cincinnati, Ohio Urban Planning Assistant (2013)

Chicago Mayor's Office, Chicago, Illinois Graduate Fellow (Summer 2012)

Cincinnati Area Geographic Information Systems (CAGIS) -Cincinnati, Ohio Graduate Assistant (2011-2012)

### PROFESSIONAL CERTIFICATIONS

American Institute of Certified **Planners** 

**IEDC** Economic Development Course - September 2015

# DEVELOPMENT Katherine Westaby, AICP

#### **BACKGROUND & ROLE**

With a decade of successful experience in community planning and managing projects, Katherine specializes in connecting plans to community vision through public engagement, utilizing maps to assist with decision making and creating policies. Katherine has extensive experience with GIS mapping, Comprehensive Plans, Comprehensive Outdoor Recreation Plans, Housing Studies, grant applications and grant administration. Additionally, Katherine served as an alderperson for her local community. As a Wisconsin Downtown Action Council board member and past local Main Street Vice-President, Katherine is a strong believer that our downtown's and main streets are the heart of our communities.

### RECENT PROJECT EXPERIENCE

### Planning & Community Development

- Central Main Street Corridor Redevelopment Plan, Sun Prairie, WI
- Historic Water Tower Area Plan, City of Schofield, WI
- Downtown Master Plan, City of Shawano, WI
- City Planner, Historic Preservation Planner, and Zoning Administration, City of Platteville, WI\*

### **Comprehensive Planning**

- City of Algoma
- Village of Harrison
- City of Mauston
- Town of Verona, WI
- Town of New Glarus, WI

### **Public Funding**

- Spring Street Reconstruction, CDBG Administration, City of Dodgeville, WI
- Rusk Avenue Street Reconstruction, CDBG Administration, City of Viroqua, WI
- Chester Street Reconstruction, CDBG Administration, City of Sparta, WI
- West Side Drive Reconstruction, CDBG Administration, City of Richland Center, WI

### **Housing**

- Housing Study and Needs Assessment, City of Monroe, WI
- Housing Market Analysis, City of Nekoosa, WI
- Housing Market Analysis, Village of Marathon City, WI
- Housing Study and Needs Analysis, Sauk County Development Corporation, Sauk County, WI
- Housing Study and Needs Analysis, Waukesha, WI

### **Parks & Recreation**

- Comprehensive Outdoor Recreation Plan, Town of New Glarus, WI
- Park Impact Fee Assessment & Park Planning Assistance, City of Reedsburg, WI
- Park Facilities Needs Assessment, Town of Lisbon, WI
- Parks Master Plan, City of Platteville\*

<sup>\*</sup>Completed outside of employment at Vierbicher



# **CDBG** Forms

### Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

### POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Community Development Block Grant – CDBG-CLOSE Program Richland County, WI

Do you have family or business ties to any o Yes $\Box$ No				
If yes, please check the box next to the name(s) of the increase in the space provided below:	ndividual(s) and describe the			
ELECTED OFFICIALS:				
☐ Marty Brewer – Richland County Board - Chairman				
☐ Dave Turk – Richland County Board – Vice Chairma	an			
Sean Murphy-Lopez – Richland County Finance Committee - Chairman				
RICHLAND COUNTY ADMINISTRATION, DEPARTMENT	HEADS AND LEGAL COUNSEL:			
<ul><li>☐ Clinton Langreck – County Administrator</li><li>☐ Jasen Glasbrenner – Richland Economic Developm</li></ul>	nent Director			
ENGINEERING AND CONSULTING FIRM(S):				
☐ Vierbicher Associates, Inc., Engineering Consulting	Firm			
Description of Relationship(s):				
Please Note: The name of any bidder with a potential co the Richland County Board and Committee meeting in v conflicts of interest will be reviewed in accordance with	which bids are discussed. Potential			
Rodney J. Zubella, PE President / CEO Printed Name of Individual Title	Rodney J. Wolle Signature			
Vierbicher Associates, Inc.	September 21, 2020			
Name of Business/Firm/Company	Date Signed [MM/DD/YYYY]			

### **Division of Energy, Housing and Community Resources**

**Lobbying Certification** 

Richland County	GRANTEE/UGLG NAME:
	DEHCR GRANT AGREEMENT #-

### LOBBYING CERTIFICATION

EDOM THE		Municipality/UGLG:
FROM THE	$\boxtimes$	Municipality/UGLG:
		Other:

The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vierbicher Associates, Inc.		
Name of Municipality/UGLG/Business/Firm		
Rodney J. Welle	President / CEO	09/21/2020
Signature of the Chief Elected Official, Owner, or Chief Executive Officer	Title	Date Signed
Rodney J. Zubella, PE		
Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer		

Lobbying Certification Revised: August 31, 2017

### **Richland County Finance and Personnel Committee**

### **Agenda Item Cover**

### Agenda Item Name: Covid-19 Isolation Benefit Time Reimbursement

Department	Sheriff	Presented By:	Clay Porter
<b>Date of Meeting:</b>	29 Sep 2020	<b>Action Needed:</b>	Vote
Disclosure:	Open Session	Authority:	Committee Structure (D)
Date submitted:	24 Sep 2020	Referred by:	LEJC

### Recommendation and/or action language:

Motion to reimburse employee benefit time that was taken due to a workplace covid-19 exposure isolation period. Reimbursement would come from Covid Cares Fund reimbursement. Future reimbursements could possibly come from future COVID related grants.

**Background:** The Sheriff's department had 6 employees in July who were exposed to a covid-19 positive person while on duty. According to the county COVID-19 plan quoted below employees will be required to use available leave balances to cover isolation periods. Our essential employees who are exposed because of their job duties had to give up benefit time when the county ordered them to stay home. These employees were exposed, not infected. They never became symptomatic. It doesn't seem right that employees who are exposed at their job should have to give up benefit time to cover their absence that is ordered by the county.

Part of the issue with this was 2 of these 6 employees were brand new employees and had no or little benefit time to use. The policy did allow them to go negative. That also has caused issues when 1 of those two employees was involved in a motor vehicle crash and had to miss work for injuries. She had to take that time unpaid because of her negative balance due to her on duty exposure. This doesn't look good on the county especially given retention issues that we won't work with people who are exposed because of their job.

10.03 Emergency Leave/Sick Leave. Employees not utilizing PSLA or EFMLEA will be required to use their available leave balances for the duration of their illness or to provide care for a family member's illness (including available compensatory, sick, vacation and floating holiday). Employees exceeding all paid benefit time available will be allowed to enter a negative balance on their sick leave accrual bank until they can safely return to work. Once they have returned, all future paid time off (including compensatory, sick, vacation, and floating holiday) will be recouped at time earned to offset any remaining negative balance. Employees who begin experiencing symptoms are urged to call a healthcare provider first before proceeding to a healthcare facility so that healthcare providers can prepare for their arrival. Requirements for filing FMLA paperwork is in effect for leaves not covered by the PLSA and EFMLEA. Richland County policy regarding voluntary sick leave donation remains in effect if illness/condition meets catastrophic level as defined by policy.

### **Attachments and References:**

Richland County, Wisconsin COVID-19 & Viral Contagion Plan	Section 10, 10.3 Quoted Above

### **Richland County Finance and Personnel Committee**

### **Agenda Item Cover**

### **Financial Review:**

(please check one)

	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
	Other funding Source		
X	No financial impact		

(summary of current and future impacts)

Approval:	Review:
Clay Porter	Clinton Langreck
Department Head	Administrator, or Elected Office (if applicable)

### **Richland County Finance and Personnel Committee**

### **Agenda Item Cover**

**Agenda Item Name:** Compensatory Time Adjustments to Sheriff's Addendum of Handbook.

Department	Sheriff	Presented By:	Clay Porter
<b>Date of Meeting:</b>	29 Sep 2020	<b>Action Needed:</b>	Vote
Disclosure:	Open Session	Authority:	Committee Structure (D)
Date submitted:	23 Sep 2020	Referred by:	LEJC

### Recommendation and/or action language:

Motion to approve an amendment to Richland County Sheriff's Department Addendum to the Richland County Employee Handbook in regards to compensatory time. Changing the current wording allowing a 25.5-hour threshold for department employees working a 6 on 3 off schedule to 51 hours (1 full work week) for those employees.

**Background:** (preferred one page or less with focus on options and decision points)

In an effort to create consistency among departments we are requesting an amendment to the Richland County Sheriff's Department Addendum to the Richland County Employee Handbook. The current wording has the threshold for employees working a 6 on 3 off schedule at 25.5 hours or a half work week of compensatory time. My request is to increase the threshold to 51 hours (one full work week). It is our understanding that the County Handbook has been amended or is potentially going to amended in such a way to allow one full week of compensatory time. This will ensure correctness of our addendum to the handbook which corrects the hours for employees working a 6 on 3 off schedule at 8.5 hour shifts. I had initially proposed this as an employee retention method at a previous LEJC meeting.

### **Attachments and References:**

Sheriff's Addendum to County Handbook	Page 3, Compensation and Fringe Benefits (8) (a)

### **Financial Review:**

(please check one)

	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
	Other funding Source		
X	No financial impact		

(summary of current and future impacts)

Approval:	Review:	
Clay Porter	Clinton Langreck	
Department Head	Administrator, or Elected Office (if applicable)	

# Richland County Sheriff's Department

Addendum to the Richland County Employee Handbook of Personnel Policies and Work Rules

The Policies contained herein may be amended, changed, deleted, withdrawn or suspended at any time in the County's discretion.

Effective: January 2012 Amended February 20, 2018 This addendum has been prepared as a supplement to the Richland County Handbook of Personnel Policies as it relates to unrepresented employees of the Richland County Sheriff's Department. In the case of a direct conflict between the Handbook and this addendum, this addendum shall control.

**Introduction** - Refer to Handbook of Personnel Policies

### **Extent of Handbook**

1. The Finance and Personnel Committee shall have jurisdiction over all personnel matters relating to unrepresented County employees of the Richland County Sheriff's Department except those which are delegated to the Law Enforcement and Judiciary Committee of the County Board, County Ordinance or listed in this Addendum.

**Management Rights** – refer to Handbook of Personnel Policies

**Equal Opportunity Policy** – refer to Handbook of Personnel Policies

### **Terms and Condition of Employment**

- 1. Office Hours refer to Handbook of Personnel Policies for normal sheriff's department administration office hours. In addition, sheriff's patrol and jail/dispatch is a 24/7 operation.
- 2. Outside Employment refer to Handbook of Personnel Policies. In addition, Outside employment of sheriff's department personnel shall be with the approval of the Sheriff and existing sheriff's department work rules and policies and procedures.
- 3. Pay Period refer to Handbook of Personnel Policies
- 4. Time Paid refer to Handbook of Personnel Policies
- 5. Accidents and Injuries refer to Handbook of Personnel Policies
- 6. Health Examinations refer to Handbook of Personnel Policies
- 7. Breaks The language in the Handbook of Personnel Policies does not apply to sheriff's department personnel.
- 8. Leave of Absence refer to Handbook of Personnel Policies, in addition Upon written application, an employee may be granted a personal leave without pay for up to thirty (30) days at the Sheriff's discretion based on the nature of the request. Extensions may be granted at the option of the Personnel/Finance Committee following the Handbook of Personnel Policies.
- 9. Flexible Work Schedule refer to Handbook of Personnel Policies
- 10. Length of Hire refer to Handbook of Personnel Policies
- 11. Performance Evaluations
  - a. Annual performance appraisals are completed on each employee. The Sheriff shall supervise and approve all appraisals. Each supervisor is responsible for conducting evaluations of his or her immediate staff. The performance appraisal is a tool to clarify work standards, review level of performance, evaluate job knowledge, attendance, punctuality, quality, quantity, adaptability, judgment and interpersonal relationships. The purpose is to acknowledge strengths and detect weaknesses to improve upon or correct. The goal is enhance and improve the employee's overall performance as a result of the annual review.
- 12. Personnel File refer to Handbook of Personnel Policies

13. Time Cards (Timekeeping) – refer to Handbook of Personnel Policies for timekeeping concepts. The sheriff's department does not use time cards.

### **Compensation and Fringe Benefits**

- 1. Health Insurance refer to Handbook of Personnel Policies
- 2. Dental Insurance refer to Handbook of Personnel Policies
- 3. Retirement Plan refer to Handbook of Personnel Policies
- 4. Life Insurance refer to Handbook of Personnel Policies
- 5. Section 125 Flex refer to Handbook of Personnel Policies
- 6. Holidays refer to Handbook of Personnel Policies for listing of sheriff's department holidays. In addition,
  - a. The computation of the hourly rate of pay for holiday pay shall be as follows: Any employee required to work on a holiday, the employee will receive seventeen (17) hours of straight time pay in addition to his/her regular salary, for a total of twenty-five and one-half (25½) hours straight time pay for the day. If a holiday falls on an employee's scheduled day off, the employee will receive eight and one-half(8½) hours of straight time pay in addition to the employee's regular salary for a total of seventeen (17) hours straight time pay for the day. To receive holiday pay, the employee must work the hours scheduled for the week during which the holiday falls, unless on paid sick leave or other leave with pay or excused for proper reasons beyond the employee's control. Holidays will be observed on the actual day of the holiday, except that those employees regularly scheduled to work Monday through Friday shall observe holidays pursuant to state policy.
- 7. Bereavement Leave refer to Handbook of Personnel Policies
- 8. Compensatory Time refer to Handbook of Personnel Policies, In addition
- a. The <u>24-40</u> hour threshold listed in the Handbook of Personnel Policies shall be <u>25.551</u> hours for sheriff's department employees working a 6 on 3 off schedule. The 40 hours per week language does not apply to sheriff's department employees working a 6-3 schedule. Comp time is earned outside the normal 8.5 hour shift and outside the normal 6 day on and 3 day off schedule.
  - b. Sick leave comp earned prior to January 1, 2012 will be honored. No sick leave comp accrual after January 1, 2012.
- 9. Overtime refer to Handbook of Personnel Policies. In addition,
  - a. **Jailer/Dispatchers:** Overtime may be assigned to employees who are on the current or the following shift. Overtime shall be split between the employee on the current shift and the following shift unless the overtime is an extension of the shift due to workload. If employees are unable to work overtime it will be offered to other employees according to length of service, with employees having the longest length of service being offered first.
  - b. Overtime is any hours beyond the regular 6-3, 8.5 hour schedule. Overtime is paid at the rate of one and one half the employee's straight time hour rate. The sheriff must authorize all overtime, except in his/her absence, overtime may be authorized by a command staff supervisor.
  - c. Office Manager and Clerk/Typist: Overtime starts after 40 hours of work.

- 10. Sick Leave refer to Handbook of Personnel Policies. In addition,
  - a. In order for an employee to be eligible for sick leave, the employee shall report his/her sick leave prior to the start of his/her shift, unless circumstances prevent him/her from doing so.
  - b. When an employee is scheduled to work on a holiday and the employee is absent due to illness under this article, the employee shall receive, in addition to eight and one-half (8½) hours of holiday pay, one day's sick leave at the employee's regular straight time hourly rate. The total pay to an employee under this section shall be eight and one-half (8½) hours of straight time pay in addition to his/her regular salary for a total of seventeen (17) hours straight time pay for the day. A day of sick leave will be deducted from the employee's accumulated sick leave.

### 12. Vacation – refer to Handbook of Personnel Policies. In addition,

- a. Each regular full-time employee shall receive one (1) week's vacation with pay after one (1) year of employment; two (2) weeks' vacation with pay each year after two (2) years of employment; three (3) weeks' vacation with pay each year after six (6) years of employment; four (4) weeks' vacation with pay each year after twelve (12) years of employment; five (5) weeks' vacation with pay each year after twenty-three (23) years of employment. An employee's vacation eligibility shall be based on the employee's anniversary date of employment. The number of employees on vacation within a given classification at any given period shall be determined by the sheriff. On November 1 of each calendar year there shall be posted a vacation schedule for the following calendar year. All employees shall sign the posting by November 30, selecting their vacation on the basis of those who are hired first have first pick. If employees do not sign the vacation posting schedule by November 30 of any year, remaining vacations shall be scheduled on a first come, first serve basis. Changes in the vacation schedule may be made with fourteen (14) calendar days advance notice to the sheriff and with mutual agreement of the sheriff, provided no other employee's vacation schedule is affected. Vacation pay shall be based upon a normal work week, and shall be taken in unit periods of not less than one (1) week, except upon approval of the sheriff. All efforts will be made to schedule vacations for the employees covered by this addendum so that such employees receive a normal work week off for each week of vacation. Employees who work less than 80% of scheduled hours during the year preceding vacation, shall receive prorated vacations based upon time worked. Vacation must be used within 18 months following the employee's anniversary date. Vacation time not taken in accordance with this paragraph is forfeited. It is understood that a week's vacation shall be six (6) work days pay for each week of vacation.
- b. Employees who terminate their employment or who are laid off due to lack of work will be paid for vacation previously earned and not received for the current year up to and including the date of termination on a prorated basis.
- c. When a holiday falls during an employee's vacation week, the employee will receive eight and one-half (8½) hours of straight time pay in addition to his/her regular for a total of seventeen (17) straight time hours. A day of vacation in this case will not be deducted from the employee's accumulated vacation. The additional eight and one-half (8½) hours of pay shall be computed using the following:

- 13. Family and Medical Leave refer to Handbook of Personnel Policies
- 14. Symons Complex Employee Privileges refer to Handbook of Personnel Policies
- 15. Military Leave refer to Handbook of Personnel Policies

### **Rules of Conduct**

- 1. Department Heads' Responsibility refer to Handbook of Personnel Policies
- 2. Grounds for Termination or Suspension refer to Handbook of Personnel Policies
- 3. Sexual Harassment Policy refer to Handbook of Personnel Policies
- 4. Violence in the Workplace refer to Handbook of Personnel Policies

### **Hiring and Employment Considerations**

### 1. Hiring:

- a. The Sheriff's Department will follow the hiring procedures detailed in County Ordinance 89-7. Two eligibility lists will be kept to fill full time vacancies, one for the jailer/dispatch position and one for the road patrol/task force deputy positions.
- 2. Temporary Vacancies- refer to Handbook of Personnel Policies

### 3. Probation Period:

a. All newly hired employees shall serve a twelve (12) month probationary period. During said probationary period employees shall be subject to dismissal without cause or prior notice or recourse to the county's complaint procedures. If still employed after such probationary period, their hiring shall date from the first day of hire. An employee who successfully completes his/her probationary period shall receive sick leave, holiday and vacation benefits from his/her first day of hire, and will receive insurance benefits as soon as permitted by the insurance carrier. A probationary employee receives holidays and sick time during the probationary period.

Employees who are promoted within their classification must also be required to serve a three (3) month probationary period in the position to which they are promoted. If the employee does not complete the probationary period satisfactorily, he/she shall return to his/her former position with all rights unimpaired. However, they shall not be subject to discharge without the right of the county's complaint process.

- b. refer to Handbook of Personnel Policies
- c. refer to Handbook of Personnel Policies
- d. refer to Handbook of Personnel Policies
- 4. Reclassification refer to Handbook of Personnel Policies
- 5. Dismissal or Suspension- refer to Handbook of Personnel Policies
- 6. Non-Disciplinary Termination/Layoff refer to Handbook of Personnel Policies
- 7. Concern Procedures refer to Handbook of Personnel Policies

<sup>\*</sup>In addition sheriff department employees need to refer to Richland County Sheriff's Department Work Rules and policies and procedures regarding Sexual Harassment and Racial Profiling.

#### Reimbursements

- 1. Lodging refer to Handbook of Personnel Policies
- 2. Meals refer to Handbook of Personnel Policies
- 3. Mileage refer to Handbook of Personnel Policies
- 4. Other Expenses refer to Handbook of Personnel Policies
- 5. Registration Fees refer to Handbook of Personnel Policies
- 6. Expense Vouchers refer to Handbook of Personnel Policies

#### **Miscellaneous Personnel Provisions**

- 1. Change of Address or Status
  - a. It is the responsibility of the employee to inform the sheriff's department office manager of any change of address, marital status, number of dependants, telephone number, etc. The office manager will report any changes to the County Clerk per Handbook of Personnel Policies.
- 2. Official County Bulletin Board refer to Handbook of Personnel Policies
- 3. Employee Bulletin Board
  - a. Sheriff's Department Employees shall be allowed an employee's bulletin board in the jail/dispatch area to post non-political information of importance to employees that conforms to sheriff's department policies and procedures.
- 4. Equipment refer to Handbook of Personnel Policies. In addition, refer to sheriff's department policies and procedures regarding equipment.
- 5. Telephone Policies refer to sheriff's department policies and procedures regarding telephone, cell phone and fax communication protocol.
- 6. Notification of Absence
  - a. Sheriff Department employees shall call the dispatch center, the sheriff or a command staff supervisor to advise when they intend to be absent on sick leave. Command Staff supervisors shall notify the Sheriff when they are on sick leave. All other absences shall be reported to the Sheriff or command staff supervisor.
- 7. Weather Conditions refer to Handbook of Personnel Policies
  - a. The Richland County Jail/Dispatch Center is never "closed." Contact the Sheriff or command staff supervisor for weather condition emergencies. The sheriff's department administrative office shall follow the language in the Handbook of Personnel Policies regarding "Weather Conditions."
- 8. Jury Duty refer to Handbook of Personnel Policies
- 9. Ambulance or Fire Department Volunteers

a. "On duty" sheriff's department employees shall not be dismissed from duty to serve on any ambulance or fire duty call.

#### 10. Break Room

- a. Sheriff Department employees exempt from this provision.
- 11. Credit Union/Deferred Compensation refer to Handbook of Personnel Policies
- 12. Use of Computers, Software & Internet refer to Handbook of Personnel Policies and sheriff's department policies and procedures.

# 13. Picture Identification Badge

- a. Sheriff's department employees exempt. Sheriff's department employees shall follow department policies and procedures regarding, ID's, badges and the wearing of uniforms.
- 14. Training Opportunities refer to Handbook of Personnel Policies
- 15. Gifts or Gratuities refer to Handbook of Personnel Policies and sheriff's department policies and procedures.
- 16. County Workspaces and Personal Property refer to Handbook of Personnel Policies and sheriff's department polices and procedures.

#### 17. Ammunition:

a. The Sheriff, Chief Deputy and Lieutenants are required to meet state certification and shall receive one hundred (100) rounds of practice ammunition each month. One box (50 rounds) of service ammunition shall be given to each deputy on January 1 of each year. The replaced service ammunition shall be used to provide for one (1) month's allocation of practice ammunition.

#### 18. Regular/Normal Schedules:

a. Dispatcher/Jailers:

Day Shift: Start between 6am and 9am. Second Shift: Start between 2pm and 4:30pm Third Shift: Start between 10:30pm and midnight.

Swing persons: Work the shift of the person off. Minimum of 8 hours between shifts for swing persons.

Administrative Office Staff- Start between 7a-9a and end between 3p-5pm.

Chief Deputy/Lieutenants: As determined by the Sheriff.

b. Shift assignment shall be subject to change upon one (1) week's notice, except in the case of an emergency. Shift assignments may be changed on less than one (1) week's notice if mutually agreed to by the sheriff and affected employees.

## 19. Notice of Discipline:

a. Notice of all discipline shall be in writing and a copy shall be provided the employee at the time the action is taken. Written notice of oral discipline shall be given to the employee as soon as possible after the action is taken.

#### 20. Promotion Procedure:

a. The Sheriff will post the promotional vacancy for 10 days with minimum qualifications listed on the promotion posting. All candidates who sign the posting who meet the minimum qualifications will be given a written exam. This written exam will be scored on a 0-40 point scale. Applicants will then be given an oral interview by an interview panel consisting of command staff supervisors and line staff supervisors within the classification. This oral interview will be scored on a 0-40 point scale. The Sheriff will then assign 0-20 points to each candidate based on the Sheriff's perception of the candidates past work record. The candidate scoring the most points will then be awarded the promotion position.

#### 21. Computation of Hourly Rates of Pay

- a. Hourly rates shall be calculated as follows:
  - 1. For employees working a 5-2 schedule (8 hour day):

Annual rate  $\div 2080 = \text{Hourly rate}$ 

2. For employees working a 6-3 schedule (8.5 hour day):

Annual rate  $\div 2068 = \text{Hourly rate}$ 

3. The annual rate shall be the monthly rate times twelve.

#### 22. Shift Differentials:

a. Employees working the second shift shall receive \$50.00 per month added to their base pay. Employees working the third shift shall receive \$60.00 per month added to their base pay. The swing person shall receive \$60.00 per month added to their base pay.

#### 23. Call-In Pay:

a. Any employee called in to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours pay at time and one-half of his regular rate of pay. Scheduled court appearances, unless canceled at least six (6) hours before the scheduled time, shall be paid for at a minimum of two (2) hours at time and one-half.

#### 24. Longevity Pay:

- a. Upon completion of three (3) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred dollars (\$400.00);
- b. Upon completion of five (5) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred fifty dollars (\$450.00);
- c. Upon completion of seven (7) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred dollars (\$500.00);
- d. Upon completion of ten (10) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred fifty dollars (\$550.00);
- e. Upon completion of fifteen (15) years of service with the Employer, the employee shall be granted a longevity bonus of six hundred dollars (\$600.00).
- f. Longevity bonuses shall be annual and will be paid in the first payroll period of December of each year. Eligibility for the longevity bonus shall be based on the employee's anniversary date of hire. If an employee is terminated during the year and would be eligible for a bonus, the employee will receive a prorated eligibility bonus upon termination.

#### 25. Uniform Allowance:

a. The Sheriff shall maintain a voucher system for the purpose of uniform and equipment purchase and maintenance for each member of the department. The County shall allocate \$500 per employee per year (\$650 for Sheriff, Chief Deputy, Lieutenants) Funds in the account can only be used for the purchase of approved items. Funds not used in one calendar year may be carried forward into the next calendar year, but the amount in any employee's account may not exceed \$1,500 per employee (\$1,800 for Sheriff, Chief Deputy and Lieutenant) this system shall be a reimbursement system except in cases where the Employer has established an account with a supplier.

### 26. Hourly Rates of pay not currently in county salary schedule.

a. 2012 Hourly rates of sheriff's department employees not otherwise set by prior Personnel Polices of Richland County shall be computed using the following salary structure:

	Salary Range					
	Minimu	В	C	D	E	
Class Title	m					
Radio Operator – Jailer Sgt.	\$3,438.88 3568.1272	\$ <del>3,484.29</del> 3613.5370	<del>\$3,529.59</del> 3658.8434	\$ <del>3,574.92</del> 3704.1671	<del>\$3,620.28</del> 3749.5253	
Radio Operator – Jailer	\$3,337.96 3568.1272 Should be 3467.2088	\$3,383.25 3512.4980	\$3,428.62 3557.8734	\$3,473.97 3603.2315	\$3,519.27 3648.5207	
Rates were changed January 2013						

Court/Security Deputy (Casual): Based on \$3451.31 per month full time or \$20.027 20.777 per hour worked

Clerk Typist Secretarial/Clerical Assistant II: Based on \$2253.25 2894.6667 per month or \$14.8566 \$16.70 per hour.

#### 27. Effective Date of Wage Rate Changes:

a. When an employee's rate of pay is changed and such a change falls in the first half of the pay period, the employee's new rate will commence the start of the pay period; if the rate change falls in the second half of the pay period, the employee's new rate will commence the start of the following pay period.

# 28. Step Increases:

- a. New employees, upon completion of their initial probationary period, shall advance one step in their classification pay range and an additional one step each eight (8) months thereafter until a maximum has been reached.
- b. When an employee is promoted to a position in a higher classification, his/her pay shall be increased to the minimum rate for the higher class. If his/her present rate is equal to or exceeds this minimum, his/her pay shall be increased to the next higher step in the new class regardless of the time since the last increase. Upon promotion to the appropriate step, the employee will advance an additional one step each eight (8) months thereafter until the maximum has been reached. Any change in a position classification must be approved by the Employer

Refer to the Richland County Handbook of Personnel Policies for all items not specifically addressed in this addendum. Health and Human Services employees shall refer to internal All Agency policies and procedures related to the above items when applicable. These policies do not supersede or replace the policies in the Richland County Handbook of Personnel Policies.

#### **Richland County Finance and Personnel Committee**

#### **Agenda Item Cover**

**Agenda Item Name:** Employee Handbook Amendment

Department	Administration	Presented By:	Clinton Langreck		
<b>Date of Meeting:</b>	September 29 <sup>th</sup> , 2020	<b>Action Needed:</b>	Vote on a Motion		
Disclosure:	Open	Authority:	Committee Structure page 6E		
<b>Date submitted:</b>	September 24 <sup>th</sup> , 2020	Referred by:			

#### Recommendation and/or action language:

Motion to recommend proposed amendments to the Employee Handbook of Richland County, (adopted by the County Board on January 17, 2012 and last amended on April 16, 2019) and addendum HHS, Highway, Sheriff and Pine Valley with resolution referral to the County Board.

#### **Background:**

At the July 21, 2020 meeting of the Richland County Board, job descriptions of the Administrator and 13 department heads were amended to reflect the statutory authority of the Administrator to supervise department heads who are not elected by Richland County voters.

The purpose of the Employee Handbook of Richland County is to provide "... a broad overview of Richland County's (the "County") employment policies, practices, procedures, and benefits ..." Among other topics, this manual provides employees information on performance evaluation, discipline, separation, sexual harassment, accident reporting, and the County's drug and alcohol policy.

Several changes are recommended to the Employee Handbook to reflect the supervisory changes approved by the Richland County Board. These changes shift responsibilities from the Administrative Coordinator and supervisory committees to the Administrator.

#### **Attachments and References:**

Attachment A: Employee Handbook, Addendum HHS, Highway, Sheriff and Pine Valley

#### **Financial Review:**

(please check one)

	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
	Other funding Source		
X	No financial impact		

(summary of current and future impacts)

Approval:	Review:
Department Head	Administrator, or Elected Office (if applicable)

# HANDBOOK OF PERSONNEL POLICIES AND WORK RULES OF RICHLAND COUNTY

Developed by
Finance and Personnel Committee
In Collaboration with County Department Heads,
Elected and Appointed Officials
and Employee Representatives

January 17, 2012 (Adopted) August 18, 2015 (Amended) March 15, 2016 (Amended) October 25, 2016 (Amended January 17, 2017 (Amended) February 21, 2017 (Amended) June 20, 2017 (Amended)

# Pending October 27, 2020 (Amended)

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#### HANDBOOK OF PERSONNEL POLICIES AND WORK RULES

#### **Definitions:**

"County employee" is defined to include the following full-time and part-time positions. The Department Head is the first position listed for each Department. Departments are set forth in capital letters. Department Heads are set forth in **BOLD**. \*Denotes Employees Exempt from Fair Labor Standards Act.

#### AMBULANCE/EMERGENCY GOVERNMENT OFFICE

**Emergency Medical Services/Emergency Management Director\*** 

Advanced Emergency Medical Technician

**Emergency Management Specialist** 

#### CHILD SUPPORT AGENCY

Child Support Administrator/Assistant Corporation Counsel\*

Lead Child Support Worker

Child Support Worker

#### CLERK OF CIRCUIT COURT'S OFFICE

**Clerk of Circuit Court** 

Deputy Clerk of Circuit Court

Clerical Assistant II

#### COURTHOUSE MAINTENANCE

Maintenance Supervisor

Custodian

#### CORPORATION COUNSEL'S OFFICE

**Corporation Counsel\*** 

# COUNTY CLERK'S OFFICE

#### **County Clerk**

Accounting Supervisor/Deputy County Clerk

Payroll and Benefits Specialist

Accounts Payable Specialist

#### DISTRICT ATTORNEY'S OFFICE

#### **District Attorney\***

Assistant District Attorney\*

Legal Assistant

Victim/Witness Coordinator (24 hours/week)

and Legal Secretary (11 hrs/week)

# ECONOMIC DEVELOPMENT DIRECTOR'S OFFICE

**Economic Development Director\*** 

#### FAIRGROUNDS / RECYCLING

Fair and Recycling Coordinator

Groundskeeper

#### FAMILY COURT COMMISSIONER

#### Family Court Commissioner\*

#### HEALTH AND HUMAN SERVICES

#### Director\*

Manager of Operations\*

Administrative Supervisor\*

Confidential Administrative Secretary\*

Aging and Disability Resource Center Manager\*

Child and Youth Services Manager\*

Children's Long-Term Support & Birth to Three Supervisor\*

Behavioral Health Services Manager\*

**Business Systems Supervisor\*** 

Comprehensive Community Services Supervisor\*

Comprehensive Community Services Quality Coordinator\*

Economic Support Manager\*

Economic Support Lead Worker\*

Public Health Manager/Local Health Officer\*

Disability Benefit Specialist\*

Adult Protective Services Worker\*

Information and Assistance Specialist\*

Child and Youth Case Manager\*

Children's Long Term Support and Birth to Three Case Manager\*

Early Intervention Special Educator\*

Mental Health Therapist (Licensed)\*

Mental Health Therapist (Non-Licensed)\*

Substance Abuse Counselor\*

Treatment Court Coordinator\*

Psychiatric Nurse\*

Public Health Nurse\*

Health and Wellness Coordinator\*

Youth Aide Worker\*

Secretary

Clerical Assistant II

Fiscal Specialist

**Nutrition Program Coordinator** 

**Elderly Benefit Specialist** 

**Economic Support Specialist** 

Occupational Therapist (part-time)

Speech and Language Pathologist (Part-time)

Nutrition Site Worker (part-time)

Nutrition Driver (Temp/Casual)

Driver/Escort Driver (Temp/Casual)

English/Spanish Interpreter (Temp-Casual)

#### HIGHWAY DEPARTMENT

#### **Highway Commissioner\***

Patrol Superintendent\*

Bookkeeper

Clerk

Foreman

Foreman Assistant

**Heavy Equipment Operator** 

**Parts** 

Patrolman

Sign Person

Truck Driver

Welder and Mechanic

#### JUDICIAL OFFICE

#### Register in Probate/Probate Registrar/Juvenile Clerk/Judicial Assistant\*

#### LAND CONSERVATION OFFICE

# **County Conservationist\***

Secretary

Conservation Technician

#### MANAGEMENT INFORMATION SYSTEMS

#### **Management Information Systems Director\***

Management Information Systems Administrator

Management Information Systems Assistant

#### PINE VALLEY HEALTHCARE AND REHABILITATION CENTER

#### Administrator\*

Administrative Assistant\*

Nursing Administrator Assistant\*

Director of Nursing\*

Registered Nurse Manager\*

Registered Nurse Supervisor

Social Services Supervisor\*

**Human Resources Director\*** 

Registered Nurse

Licensed Practical Nurse

Medication Aide

Certified Nursing Assistant

Personal Care Worker

Resident Assistant

Maintenance Supervisor\*

Maintenance Worker

Housekeeper Lead\*

Housekeeper

Laundry Worker

Food Service Supervisor\*

Lead Cook

Food Service Worker I

Food Service Worker II

Cook I

Social Worker\*

Activities Director/Volunteer Service Coordinator

Activity Aide

Clerical Assistant\*

Fiscal Clerk\*
CBRF Unit Clerk
Unit Clerk

Manager of Health Information Services\*

#### REGISTER OF DEEDS' OFFICE

# **Register of Deeds**

Deputy Register of Deeds

#### SHERIFF'S DEPARTMENT

#### **Sheriff**

Chief Deputy\*

Road Patrol Lieutenant\*

Office Manager/Confidential Assistant

Secretarial/Clerical Assistant II (part-time)

Dispatcher/Jailer

#### SYMONS NATATORIUM

#### Director\*

**Assistant Director** 

Maintenance

Instructors

Life Guard

Receptionist

#### TREASURER'S OFFICE

#### **County Treasurer**

**Deputy County Treasurer** 

Real Property Lister

Assistant Real Property Lister (part-time)

#### U.W. EXTENSION OFFICE

Clerical Assistant II

Administrative Secretary

#### **UW-RICHLAND FOOD SERVICE**

#### Food Services Supervisor\*

Food Service Worker

Cafeteria Worker (part-time)

Food Service Worker - Temporary Casual

#### **VETERAN SERVICE OFFICE**

#### **Veteran Service Officer**

Veterans Benefit Specialist

#### ZONING DEPARTMENT

# **Zoning Administrator\***

Office System Technician

Geographical Information Systems (GIS) Technician/

Assistant Zoning Administrator/Sanitarian

#### INTRODUCTION TO YOUR EMPLOYEE HANDBOOK AND WORK RULES

This Handbook of Personnel Policies and Work Rules (the "Handbook") provides a broad overview of Richland County's (the "County") employment policies, practices, procedures, and benefits. The Handbook is provided to you as a guideline and does not cover all of the County's policies, practices, procedures, or benefits, nor does it provide a written answer to every possible employment situation.

Notwithstanding any provision herein, and subject to applicable law, the County reserves the right to make employment-related decisions on a case-by-case basis. The County reserves the right, as allowed by law, to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Handbook or procedures or benefits discussed herein at any time, without advance notice, in its sole discretion.

The County expects every employee to familiarize him/herself with this Handbook and to keep the Handbook accessible for easy reference. This Handbook supersedes all previous verbal and written policies. If you have any questions regarding any of the items in this Handbook, please contact the County Administrator County Clerk's Office.

An electronic copy of this Handbook can be accessed on the County's website.

#### EXTENT OF HANDBOOK

Extent of Handbook: Powers and duties of the <u>County Administrator and Finance and Personnel Committee</u> (Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Highway Department, Sheriff's Department – See Addendum).

The <u>Administrator and the</u> Finance and Personnel Committee shall have final jurisdiction over all personnel matters relating to County employees which are dealt with in this Handbook. Department Heads shall have the authority to issue an addendum dealing with department specific issues provided such addenda are approved by the Finance and Personnel Committee. Department Heads shall have the authority to administer and manage personnel at the Department level provided such administration and management is in compliance with this handbook and applicable addendum. In the event of a conflict between this handbook and an approved department addendum, the addendum shall control.

All other personnel policies relating to County employees which have been issued by Finance and Personnel Committee or Departments of County government are void effective on the date this handbook and addenda issued hereunder are approved. All previous Resolutions or Ordinances adopted by the County Board and relating to personnel policies for County employees are hereby repealed to the extent that they are in conflict with this Handbook. It is the intent of the County Board that this Handbook of Personnel Policies and Work Rules shall be considered a Civil Service or Merit Policy except that the County Board has elected not to establish a Civil Service Commission.

All matters covered by this Handbook, including but not limited to, salary levels, hiring, promotion, reclassification, discharge, demotion, discipline, suspension and any and all such matters relating to County employees under this Handbook of Personnel Policies and Work Rules shall be under the jurisdiction of the <u>Administrator and</u> Finance and Personnel Committee in accordance with this Handbook. It is recognized that, by Wisconsin Statutes, certain committees, boards and elected officials have the right to hire and fire some members of their staff, but, in such instances, those committees, boards and elected officials are encouraged to consult with the <u>Administrator Finance and Personnel Committee</u> prior to making such decision.

The <u>Administrator</u> Finance and Personnel Committee shall have final authority over all matters set forth in this Handbook, except that the Finance and Personnel Committee shall make recommendations

to the County Board as to all matters relating to salary levels, position reclassifications and the creation or elimination of positions, the final decision on which shall be made by the County Board. As to all matters relating to salary levels and position reclassifications, the Finance and Personnel Committee shall first receive the recommendation to the County Board.

This Handbook shall not apply to the extent that conflicts with State or Federal laws, rules or regulations, including the County's Affirmative Action/Civil Rights Compliance Plan which was approved by the County Board on May 18, 1993, which shall supersede this Handbook in the appropriate instance.

This Handbook is not intended to create a contract of employment, express or implied, or evidence of a contract of employment, between the County and any one, or all, of its employees. Only the County Board has the authority to enter into such contracts. Any such agreements must be in writing and signed by an authorized representative of the County Board and the employee.

Except as required by the laws of the State of Wisconsin, every employee of the County serves as an at-will employee. As such, the County cannot guarantee you or any employee continued employment for any definite period of time. You have the right to terminate your employment at any time, for any reason or no reason, and the County retains the same right to terminate your employment at any time, as allowed by applicable law.

#### **MANAGEMENT RIGHTS**

The management of Richland County and the direction of the working forces shall be vested exclusively in the Employer. Such management and direction shall encompass all rights inherent in the authority of the Employer, including, but not limited to the right to hire, recall, transfer, promote, demote, discharge or otherwise discipline and to layoff employees. Further, the Employer shall have exclusive prerogatives with respect to assignments of work, including temporary assignment, scheduling of hours including overtime, to create new, or to change or modify operational methods of control, and to pass upon the efficiency and capabilities of the employees.

#### **EQUAL OPPORTUNITY**

Equal opportunity is the County's policy. It is the County's policy to select the best qualified person for each position. The County does not discriminate against applicants for employment or against employees because of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, or any other characteristic protected by federal, state or local law. This policy applies to all employment practices and personnel actions.

It is the duty of every employee to help create a job environment that promotes equal opportunity. Any incident or situation that you believe violates this policy should be brought to the immediate attention of your supervisor or other individual in management.

Failure to follow this policy will result in discipline, up to and including termination.

#### **TERMS AND CONDITIONS OF EMPLOYMENT**

Terms and Conditions of Employment (Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Sheriff's Department, Highway Dept. – See Addendum).

#### 1. Office Hours:

a. <u>Courthouse</u>: The normal office hours for regular, full-time County Employees are 8:30 a.m. to 4:30 p.m., Monday through Friday, every day except holidays set forth in this

- Handbook.
- b. <u>Highway Department</u>: The normal office hours for regular, full-time County employees are 7:00 a.m. to 3:30 p.m., Monday through Friday, every day except holidays set forth in this Handbook.
- c. <u>Sheriff's Department</u>: The normal office hours for regular, full-time County employees are 8:00 a.m. to 4:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook.
- d. <u>Health and Human Services</u>: The normal office hours for regular, full-time County employees are 8:00 a.m. to 5:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook. Various programs will operate later into the evening as needed.
- e. <u>Pine Valley Healthcare and Rehabilitation Center</u>: The normal office hours for regular, full-time County employees are 8:00 a.m. to 4:15 p.m., Monday through Friday.
- f. Extension Offices: The normal office hours for regular, full-time County employees are 8:30 a.m. to 4:30 p.m., Monday through Friday, every day except holidays set forth in this Handbook.
- g. <u>UW-Richland Food Service</u>: The normal hours for the cafeteria are 7:15 a.m. to p.m., Monday Thursday; 7:15 a.m. to 2:00 p.m. Friday, except holidays set forth in this Handbook.
- h. <u>Management Information Systems</u>: The normal office hours for regular, full-time County employees are 8:00 a.m. to 5:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook.
- i. <u>Symons Natatorium</u>: The normal hours for regular, full-time County employees are 8:30 a.m. to 5:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

The above listing is for the purpose of notification of when offices will be open. This listing is not indicative of the number of hours worked per day or does it indicate the amount of time allocated for lunch. County Offices shall make every attempt to remain open during the noon hour during all week days except for holidays set forth in the Handbook of Personnel Policies and Work Rules.

2. **Outside employment**: Employees of the County may accept outside employment as long as such employment does not interfere with the employee's responsibility to the county or does not represent a violation of the Rules of conduct as set forth in this Handbook.

Public sector employers may not allow their employees to volunteer without compensation, additional time to do the same work for which they are employed.

- 3. **Pay period**: Employees are paid every other Friday. If a holiday falls on Friday, the checks will be issued late on Thursday. Employees must sign up for direct deposit of their paychecks.
- 4. **Time Paid**: All paid time shall be considered time worked for the purpose of computing overtime.
- 5. **Accident and Injuries**: All injuries or accidents involving employees or visitors will be reported immediately to the Department Head and the employee or person assisting. All employee accidents shall be reported to the Richland County <u>Administrator or their designeeClerk</u>.
- 6. **Health Examinations**: Any health examination required as a condition of employment

will be paid by the County.

- 7. **Breaks**: Two 15 minute breaks are granted as your workload allows. These are not to be used for leaving work early, to make up tardiness or to accumulate time off.
- 8. **Leave of Absence:** Leaves of absence without pay for up to six months may be granted by the Department Head subject to the approval of the Finance and Personnel CommitteeCounty Administrator. Requests for leaves of absence shall be in writing and directed to the employee's Department Head. The Finance and Personnel Committee The County Administrator, after receiving the recommendation of the Department Head, may extend a County employee's leave of absence for up to an additional six months, no County employees may be granted a leave of absence in excess of one year in duration. All leaves of absence shall be reported to the County Clerk Administrator's Office within one week of its occurrence. All requests will be considered on their merits.

County employees receiving leaves of absence for medical reasons must exhaust their sick leave before starting the leave of absence. The County will pay its normal health insurance premium contribution for those employees who are on Worker's compensation for a period of up to one year and for those employees who are on a medical leave of absence for a period of up to six months. County employees do not generate vacation and sick leave during unpaid of absence.

Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their health insurance coverage during any approved non-medical leave of absence, with the employee paying 100% of the premium at least two weeks in advance of the due date.

- 9. **Flexible Work Schedule**: A flexible work schedule may be arranged by mutual agreement between employee and department head. In the event it is a department head requesting a flexible schedule, the <u>supervising committeCounty Administratore</u> must approve. The schedule may be revised or terminated at any time.
- 10. **Seniority or Length of Hire**: Seniority or length of hire is defined as an employee's total length of continuous service with the county.
- 11. **Performance Evaluations**: The <u>supervising committeeCounty Administrator</u> shall conduct annual performance evaluations of the director/department head/commissioner (exception: Elected County officials). The directors/department heads/commissioner shall conduct annual performance evaluations of their staff using the standard forms available in the County <u>Administrator Clerk</u>'s office.
- 12. **Personnel Files**: The County will grant an employee access to his/her personnel files as required by applicable law. Certain personnel records may be excluded from this review, as permitted by law. Should you want copies of your personnel record, the County reserves the right to charge you the costs of copying your record.
- 13. **Time Cards (Time Keeping)**: Accurately recording time worked is the responsibility of every employee. Federal and state laws require the County to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Hourly employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work, except in exceptional

circumstances, must always be approved before it is performed and paid at the appropriate legal rate.

Tampering, altering, or falsifying time cards or recording time on another employee's time card may result in disciplinary action, up to and including discharge.

Hourly employees should report to work no more than seven (7) minutes prior to their scheduled starting time and stay no more than seven (7) minutes after their scheduled stop time without express, prior authorization from their supervisor.

It is the employee's responsibility to complete and sign his/her own time card to certify the accuracy of all time recorded. The supervisor will review and then sign the time card before submitting it for payroll processing. In addition, if corrections or modifications are made to the time care, both the employee and the supervisor must verify the accuracy of the changes by initialing the time card.

#### **COMPENSATION AND FRINGE BENEFITS**

Salaries: See Richland County Salary Grades

The provisions of this section apply to all County employees except as otherwise noted and except that the following paragraphs relating to vacations and holidays do not apply to the position of the Chief Deputy Sheriff, Road Patrol Lieutenant and Confidential Administrative Secretary in the Sheriff's Department. The Chief Deputy Sheriff, Road Patrol Lieutenant and Confidential Administrative Secretary shall receive vacation and holiday benefits as well as longevity pay and uniform allowance in accordance with the applicable bargaining agreement covering the Sheriff's Department.

The provisions of this section relating to part-time employees apply only to those part-time County employees who were hired before October 22, 1992. Part-time County employees shall receive fringe benefits under this section only if the normal working hours for the employee's position are at least half-time for the department in which the position is situated. Part-time employees working more than half-time on a temporary basis are not entitled to fringe benefits under this section.

1. **Health Insurance**: The County will determine its health insurance carrier, plan composition, and employee contribution for these premiums on a periodic basis, but in no case will contributions required of employees exceed the limits established under law. The health insurance carrier, plan composition and employee contribution is subject to change from time to time at the sole discretion of the County, with or without notice. In the event of a conflict between the description of benefits in the Handbook, and the actual plan documents, the plan documents shall prevail.

The County agrees to pay the premium for single or family health insurance in the amount of eighty-eight (88%) of the gross premium.

Premiums for part-time employees will be pro-rated for each calendar quarter based on the average number of hours that the employee was paid during the previous calendar quarter. The County agrees to pay the following portion of the premium:

34+ hours 88% 25 hours – 33.99 hours 78% 17.5 hours – 24.99 hours 68%, and A copy of the health insurance policy will be given to the County employee by the insurance agent. Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their health insurance coverage during any approved non-medical leave of absence, with the employee paying 100% of the premium. In the case of such a leave of absence, the employee's premium payment is to be calculated by dividing the total annual premium in effect at the start of the employee's leave of absence by the number of hours which the employee works per year then multiply that figure by the number of hours in the employee's leave of absence. COBRA coverage will be provided as determined by Federal law. (See County Clerk's Administrator's Office).

Any full-time employee with a reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

**Dental Insurance**: The County will determine its dental insurance carrier, plan composition and employee contribution for these premiums on a periodic basis, but in no case will contributions required of employees exceed the limits established under law. The dental insurance carrier, plan composition and employee contribution is subject to change from time to time at the sole discretion of the County, with or without notice. In the event of a conflict between the description of benefits in the Handbook, and the actual plan documents, the plan documents shall prevail. Currently, the County provides dental insurance. The County's monthly contribution to the premium for the dental insurance plan for part-time (35 hours per pay period and above) and full-time employees shall be \$52.39 for the family dental plan and \$18.31 for the single dental plan. Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their dental insurance coverage during any approved non-medical leave of absence, with the employee paying 100% of the premium.

- 2. **Loss of Time Insurance:** A loss of time policy is available to County employees at the employee's expense.
- **3. Retirement Plan**: Richland County participates in Wisconsin Department of Employee Trust Funds. Participation in the retirement plan is dictated by Employee Trust Funds which is currently determined as 1,200 hours in a twelve month period.

The County pays 50% of the required WRS contributions and the remaining 50% is paid by the employee.

- 4. **Life Insurance**: All County employees participating in the State Retirement Fund are eligible, after the completion of the probationary period, to obtain group life insurance. This life insurance is paid for in part by the County and in part by the participating County employee, based upon a formula determined by the State of Wisconsin, Department of Employee Trust Funds, based upon the Wisconsin Statutes. Survivors and dependents life insurance is also available at employee option and entirely at employee expense.
- 5. **Section 125 Flex**: Employees may use pretax earnings to pay for medical expenses (including health insurance premiums and qualified dependent care expenses).

# 6. **Paid Holidays**: The following paid holidays are observed:

Holidays	Non Union	Professionals	Pine Valley	Highway	Emergency Medical Services	Courthouse	Sheriff's
New Year Day	X	X	X	X	X	X	X
Good Friday	X	X		X	X	X	
Easter			X		X		
Memorial Day	X	X	X	X	X	X	X
Independence Day	X	X	X	X	X	X	X
Labor Day	X	X	X	X	X	X	X
Thanksgiving	X	X	X	X	X	X	X
Day After Thanksgiving	X	X		X		X	
Last Day Before Christmas	X	X		X	X	X	X
Christmas Day	X	X	X	X	X	X	X
Veterans' Day			X		X		X
Floating Holiday	X	X		X		X	
2 Personal Days			X				
Birthday							X
Total	10	10	10	10	10	10	9

- a. Regular, part-time employees who work 35 hours per pay period or more are paid one-half day of holiday for each day of holiday.
- b. Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.
- c. In the event a holiday falls on a Saturday, it shall be observed on the previous

Friday. In the event a holiday falls on a Sunday, it shall be observed on the following Monday. In the event Christmas falls on a Monday, the Christmas Eve holiday shall be observed on the previous Friday. In the event Christmas falls on a Saturday, the Christmas holiday shall be observed on the following Monday.

- d. It is understood that no veteran will be denied Veteran's Day as his or her floating holiday as long as the floating holiday has not been used.
- e. Employees will be paid at their straight time hourly rate as holiday pay for these holidays. An employee called to work on a holiday shall be paid one and one half (1½) times the straight time hourly rate, plus receiving his/her holiday pay.
- f. To qualify for holiday pay, employees must work all regularly scheduled work time for one scheduled work day immediately preceding the holiday and one scheduled work day immediately following the holiday, unless on an excused absence or vacation.
- g. Floating Holiday: Upon successful completion of probationary period, one floating holiday is accrued on the first pay period of every year and must be used within that calendar year. It must be taken as one full day off only and may not be broken into hourly increments. It is not paid out upon termination of employment.
- h. If the holiday comes during the employee's vacation, he/she shall be granted an additional day off with pay at the beginning or end of his/her vacation period, or by mutual agreement at some other time.
- 7. **Bereavement Leave**: In the event that a death in the immediate family of an employee requires his/her absence from work, the employee may be absent up to three (3) days without loss of pay for the regular work days for which he/she should have worked but for his/her absence. Immediate family shall be defined as: spouse, parent, child, step child, sibling, mother/father in-law, brother/sister in-law, son/daughter in-law, grandparent of employee or spouse, grandchild of employee or spouse, step parent, registered domestic partner. A registered domestic partner is defined as one who is registered either with the State of Wisconsin or Employee Trust Funds.

The amount of time taken off should be reasonably necessary under all circumstances, such as time required in order for the employee to arrange for the funeral of the deceased and to attend the funeral of the deceased.

In the case of the death of an employee's or spouse's aunt, uncle, niece and nephew, the employee will be given paid funeral leave of one (1) day of the funeral only, provided the day of the funeral is the employee's scheduled workday and he/she attends the funeral. Funeral pay will not be given for employees on layoff, vacation or any kind of leaves of absence. Notice and reason for intended absence due to death in the immediate family is to be given promptly to the employee's department head.

8. **Compensatory Time**: Compensatory time is accumulated by non exempt County employees on an emergency basis on other than regular working hours. Elected officials, Department Heads, Extension Agents, the Chief Deputy Sheriff and the Road Patrol Lieutenant are not eligible to receive compensatory time.

Compensatory time is accumulated only with the Department Head's prior approval in each instance. Compensatory time is accumulated at the rate of one and one-half hours of compensatory time for each hour worked over 40 hours per week. In instances where compensatory time has been authorized, the employee has the choice of whether to accumulate the extra work time as compensatory time or to be paid for it. Compensatory time may be accumulated up to a maximum of 24 hours per calendar year and it shall then

in all instances be taken by the last pay period of the calendar year in which it was generated or it will be paid for by the last pay period of the year. Compensatory time off shall be by mutual agreement between the employee and his/her Department Head. Any eligible time over an accumulated 24 hours per year of compensatory time must be paid out. Notice of all accumulated compensatory time shall be reported to the County Clerk's Administrator's Office.

9. **Overtime**: An employee may work extra hours and thereby accumulate either compensatory time or overtime only with the Department Head's prior approval. Employees who have the department Head's prior approval and who are directed to work beyond normal working hours, as specified in this handbook, and who make a proper election to be paid overtime, shall be paid straight time up to 40 hours per week and time-and-one-half payment for any work over 40 hours per week. All overtime must be reported to the <a href="County Clerk's Administrator's">County Clerk's Administrator's</a> Office. Elected officials, Department Heads, Extension Agents, the Chief Deputy Sheriff, Road Patrol Lieutenant and all employees holding positions which are marked with an asterisk in this Handbook are not eligible to receive overtime.

Any employee called in to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours of compensation.

The County has determined that employees listed on pages 4 through 8 of this Handbook with a designation of an asterisk (\*) are exempt from the provision Of Fair Labor Standards Act.

10. **Sick Leave**: Sick leave is defined as an employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, optician's services, exposure to contagious disease, attendance upon members of the immediate family whose illness requires the care of such employee. In the event there is evidence that an employee is claiming sick leave for the purpose other than defined, the employer may require that such employee verify the validity of his/her claim.

Sick leave is to be used by County employees when the employee or a member of his or her family is disabled by sickness or, in case of the employee, is sufficiently disabled by sickness to be unable to attend their county employment. Sick leave may also be used by the employee to attend medical appointments for themselves or for their immediate family (spouse or children). For care of a parent or parent-in-law, FMLA forms will need to be completed. All sick leaves must be reported biweekly to the County Clerk's Administrator's Office. Elected officials are not eligible to receive sick leave.

Sick leave accrues at the rate of one day per month on the staff person's anniversary date for full-time employees. Regular, part-time employees working at least 17 and 1/2 hours per week or 70 hours per month shall accrue sick leave at a rate of one-half of the sick leave generated by full-time employees. Up to 126 days of sick leave may be accrued.

Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

Sick leave shall accumulate for not more than one-hundred twenty six (126) days.

A doctor's statement and/or completion of Family Medical Leave forms are required where more than three (3) consecutive days of sick leave are taken except in case of maternity leave. Richland County reserves the right to require a doctor's certificate in any case where sick leave has been or is proposed to be taken.

In the event an employee suffers an injury or illness in the course of performing his/her duties, the employee may use accumulated sick leave to make up the difference between what the employee receives from Worker's Compensation payments and his/her regular pay. The employee using sick leave under this section will be charged only for the portion of a full day's sick leave needed to supplement Worker's Compensation to equal the employee's full day's pay. An employee can not collect more compensation than he/she would have been paid had he/she been working.

The following 3 paragraphs apply only to employees who were hired by Richland County prior to January 1, 2018. (This benefit is not available to employees hired after December 31, 2017.)

All accrued sick leave is lost when employment ceases, including when the individual is appointed to, or elected by the voters, to a full-time elected County position; exceptions are death, retirement or early retirement.

Any unused sick leave accumulated by the employee to a maximum of sixty (60) days at the time of death or retirement shall be paid to the employee in a lump sum upon death or retirement, provided that upon retirement the employee is eligible for retirement benefits under the Wisconsin Retirement Fund. In lieu of payment each such employee shall be offered the option of converting 90% of his/her eligible accumulated sick leave (up to 126 days) to payment toward health insurance premium. The employee election provided in this paragraph shall be in writing and shall be submitted to the County-Administrator Clerk. The employee may not change his/her election once it has been submitted.

Except as otherwise authorized in special circumstances, a Department Head shall leave a position vacant for such period of time as is necessary to recoup the cost of providing the benefit described in the preceding paragraph.

The following paragraph applies to employees who were hired by Richland County after December 31, 2017:

All accrued sick leave is lost when employment ceases, including when the individual is appointed to, or elected by the voters, to a full-time elected County position. Accrued but unused sick leave is not paid to employees when employment ceases.

11. **Voluntary Sick Leave Donation**: This policy is intended to provide financial assistance and support to regular full-time and regular part-time employees of the County who have exhausted all paid time off benefits and are unable to return to work due to a catastrophic illness or injury suffered by them.

A catastrophic illness is defined as "a prolonged non-occupational illness or injury which is life threatening as determined by the County <u>Administrator or their designeeClerk</u> and supported by medical substantiation from the employee's treating physician, and would result in the employee having to go on unpaid leave of absence or terminate their employment."

Richland County employees may voluntarily donate up to three (3) sick days to a fellow

worker who meets the above definition. All donations are irrevocable and will not be returned to the donating employee even if the recipient does not use the time. Only full days may be donated.

Time donated will be credited to the account of the recipient for use. Donated days will be paid at the rate of pay of the recipient. Unused donated days will not be paid out in any circumstance upon separation from employment. Recipients are eligible to receive up to 60 days of donated sick time under this policy.

The County <u>Clerk Administrator or their designee</u> will maintain all records relating to this policy. The County reserves the right to modify or terminate this policy at any time with or without notice.

12. **Vacation**: For full-time employees, vacations shall be accrued based upon years of service and may be used as time is accrued after the employee has successfully completed the first six months of employment. Vacation shall be accrued at the following rate: for newly hired employees, one work week after 6 months of employment and one additional work week after 1 year of employment; 3 work weeks after six years of employment, four work weeks after twelve years of employment, five works weeks after twenty-three years of employment. Vacation must be used within 18 month following the employee's anniversary date. Vacation time not taken in accordance with this paragraph is forfeited. While vacations may be taken at any time, County employees are required to notify their Department Head of their expected vacation dates as soon as they are known to the employee. All Department Heads shall have the authority to disapprove a County employee's proposed dates of vacation only if the proposed dates will disrupt the operation of that Department. If duplicate requested dates arise, the employee whose request was made first will be favored. Vacation days may be used singly or all at once. Regular, part-time employees who work at least half-time accrue vacation at one-half the rate for full-time employees. All vacation time must be reported biweekly to the County-Administrator Clerk's Office.

All vacation time shall be taken in no less than one half (1/2) hour increments, unless otherwise agreed.

Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

Employees who terminate their employment or who are laid off will be paid for vacation previously earned and not received for the current year up to the date of termination on a pro-rated basis. (see page 24 Resignation/Retirement)

Upon retirement, early retirement or separation from employment, an employee or beneficiary shall receive payment for unused vacation benefits and this payment will be paid in one lump sum. Unused compensatory time and vacation or sick leave benefits cannot be used to extend out the date of retirement, early retirement or separation.

Elected officials are not eligible to receive vacation.

13. **Family and Medical Leave**: Employees must submit FMLA paperwork as soon as the

medical need is known. The County follows Federal and State Family and Medical Leave provisions. The County—<u>AdministratorClerk</u>'s office maintains the official documents for this leave and must be contacted for the information and official form as contained in the County's Family and Medical Leave Act Policy.

- 14. **Symons Employee Membership**: Employees of the Symon's Natatorium Complex are entitled to standard membership privileges at the Natatorium at no cost during the term of their employment there.
- 15. **Military Leave**: A leave of absence without pay shall be granted to employees in accordance with the Uniformed Service Employment and Re-employment Act with respect to reinstatement and seniority of employees entering or returning from Service in the armed forces of the United States.

#### **RULES OF CONDUCT**

Department heads are responsible to see that the provisions of this handbook are adhered to by themselves and by all of their subordinate county employees. Non-elected department heads who fail to see that their subordinates comply with this handbook or who fail themselves to comply with this handbook are subject to disciplinary action.

<u>Grounds for Termination:</u> Grounds for termination of employment or suspension with or without pay include but are not limited to the following:

- a. Incompetent job performance
- b. Frequent tardiness from employment
- c. Job-related dishonesty
- d. Repeated absence from employment
- e. Breach of confidentiality
- f. Inappropriate use of sick time in violation of this Handbook and any other County policies
- g. Drinking or drug abuse on the job or being under the influence of alcohol or drugs while on the job
- h. Insubordination
- i. Conviction of job-related criminal offense or offenses
- j. Violation of the provisions of this Handbook, an addendum, or any other county policies
- k. Violation of County's Code of Ethics Resolution, which states as follows: No Department Head or County employee shall:
  - Use or attempt to use his or her position to secure any preferential or unlawful rights or advantages for himself or herself or others.
  - Have a financial or other personal interest which is in conflict with the proper discharge of his or her duties.
  - Disclose or use confidential information concerning Richland County to promote a private financial interest.
  - Accept any substantial gift, in any form, from a person who has business dealings with Richland County. (See Ethics Policy).
  - Use the County's tax exempt status for making personal purchases or for making purchases for non-County clubs or organizations.
- 1. Elimination of job due to reorganization or lack of work.

m. Elimination of job that has sunset per County Board Resolution.

<u>Harassment</u>: Unlawful harassment is prohibited. The County is committed to providing a professional work environment. This means that the County will not tolerate harassment directed at an employee, customer, or vendor, whether sexual harassment or harassment because of his/her age, race, creed, color, disability, marital status, national origin, ancestry, arrest record, conviction record, military service, or any other characteristic protected by federal, state or local law.

What kind of harassment is prohibited? The county's policy is to provide an atmosphere free from discriminatory intimidation, ridicule, and insult based on age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, or any other characteristic protected by federal, state or local law. For example, unwelcome jokes concerning an individual's age, race, or ethnicity are unacceptable.

What is sexual harassment? Unwelcome conduct of a sexual nature constitutes sexual harassment if any of the following apply:

- a. Submission to such conduct is explicitly or implicitly made a term or condition of employment; or
- b. Submission to or rejection to such conduct affects employment decisions; or
- c. Such conduct has the purpose or effect of creating a sexually hostile work environment.

The following are examples of unwelcome conduct that could violate this policy.

- a. Sexual advances or requests for sexual favors.
- b. Verbal conduct of a sexual nature, e.g., comments about an individual's body, physical attributes, sexual activities, etc.
- c. Displays of sexual nature, e.g., calendars, photographs, magazines, etc.
- d. Offensive sexual jokes.

What is unlawful harassment on the basis of other protected characteristics? Unlawful harassment may be based on an individual's race, religion, national origin, age, disability, or any other characteristic protected by federal, state, or local law.

The following are examples of potentially harassing conduct:

- a. Comments regarding an individual's physical appearance or attributes.
- b. Mimicking an individual's accent or speech pattern.
- c. Use of racial or ethnic epithets.
- d. The telling of derogatory or offensive jokes.
- e. Harassing letters, emails, phone calls, or gifts.
- f. Comments about an individual's age or disability.

What should you do if you believe you are being harassed in violation of this policy? You must promptly report the conduct to the County—<u>AdministratorClerk</u>. Your complaint will be investigated promptly. The information you provide will be shared on a "need-to-know" basis. Failure to report any potential harassment, however, may result in disciplinary action, up to and including termination.

What should you do if you are aware of another employee, client, customer, or vendor, who, you believe, is being harassed in violation of this policy? You must promptly report your concerns as described in the immediately preceding paragraph. All employees, whether victims of harassment or not, are expected to bring violations of this policy to the attention of the County by informing one of the individuals described above. Failure to report any potential harassment, however, may result in disciplinary action, up to and including termination.

What should you do if a customer or vendor treats you or another employee of the county in a way that might violate this policy? You must promptly report the concerns as if a County employee or agent did the harassment. Failure to report any potential harassment, however, may result in disciplinary action, up to and including termination.

What will be done to those who violate this policy? Appropriate disciplinary action will be taken against any employee found to have violated this policy. Such discipline can range from termination of employment, suspension, demotion, or pay cut, to a warning. In the case of harassment by a customer or vendor, the County will act promptly to remedy the harassment and prevent further occurrences.

No retaliation. There will be no retaliation against anyone who, in good faith, makes a report of a potential violation of this policy or who assists in the investigation of such a complaint. Any County employee who retaliates against another employee for making a complaint under this policy will be subject to termination.

<u>Violence in the Workplace</u>: Violence in the workplace is prohibited. The County is committed to providing a safe and healthy work environment free from intimidation, threats, or acts of violence. The County will not tolerate threats or acts of violence directed by an employee towards others.

Violence is defined to include, but is not limited to, physical assault, aggressive behavior (either physical or verbal), intentional destruction of the County's property, intimidation through verbalized or implied threats, fighting on or off the County's premises during work time (regardless of who instigates the altercation), or destruction of another's property on the County's property or while on County business. Any reported threats or acts of violence will be investigated as a serious violation of this policy and will be grounds for disciplinary action, up to and including immediate termination.

Do not assume that any threat or act of violence is not serious. Any employee who believes he/she has been threatened with violence, has been a victim of an act of violence, either related to or on the job, or is aware of another individual who has been subjected to or threatened with violence must report this information to his/her supervisor, to another supervisor, or to the County <a href="Administrator Clerk-">Administrator Clerk-</a> as soon as possible. The County will investigate such reports and take action appropriate to the situation. When necessary, the County will cooperate with local law enforcement agencies.

The County will not retaliate against any employee who in good faith reports potential violations of this policy. Therefore, failure to report a threat or act of violence may lead to disciplinary action, up to and including termination.

#### HIRING AND EMPLOYMENT CONSIDERATIONS

Procedure for hiring, promotions, terminations, suspensions, demotions, disciplinary actions and dismissal. (Except as otherwise provided in the Wisconsin Statutes or in the addendums of Health

and Human Services, Pine Valley Healthcare and Rehabilitation Center, Sheriff's Department, the Highway Department, and in Sheriff's Department Ordinance 89-7 as amended).

- 1. **Hiring for Long-Term Vacancies (90 days or longer):** Whenever it appears to a Department Head that an approved job position within the department will be vacant for a period of 90 days or longer the following procedure shall be followed:
  - a. The Department Head shall immediately notify the supervising committee and the County ClerkCounty Administrator, who shall in turn notify the Finance and Personnel Committee. In case of a vacancy in a Department Head position, the County Clerk—Administrator shall perform the hiring steps which the Department Head would otherwise do.
  - b. The County <u>Clerk Administrator</u> or Department Head shall then place an advertisement in the Richland Observer to run for at least two weeks. The County <u>Administrator Clerk</u> or Department Head must also send the advertisement to the MIS Department who shall advertise the position on the County website. The advertisement shall, at a minimum briefly describe the job position, necessary qualifications, where and how to apply for the position and include the sentence that the County is an equal opportunity employer. All applicants must be directed to fill out the application form attached as Addendum B to the County's Administrative Manual unless the department has its own approved application form.
  - c. The Department Head or designee and the applicable committee or board County Administrator may interview those applicants who appear from their written applications to be qualified for the job;
  - d. Skills testing is required for all positions. The Department Head shall determine what skill tests are necessary and appropriate for each position and when in the hiring process to administer the tests. All tests shall be designed to determine whether the applicant has the basic skills and aptitude necessary to satisfactorily perform the job duties of the position. Department Heads may seek approval from their supervisory committee and the Finance and Personnel Committee the County Administratoro to not administer skills testing for specific positions if skills testing is not necessary to determine if the applicant has the basic skills for the position.
  - e. Background checks must be performed on all final candidates prior to making an offer of employment in accordance with department policy and state and federal law. Except as otherwise required by law, the scope of the background check shall be determined by the Department Head. The Department Head shall obtain a legal review if the background check reveals information that may be used adversely against the candidate.
  - f. The appropriate board or committee County Administrator, after receiving the recommendation of the Department Head, shall make the final decision as to who shall be hired;
  - g. The County <u>Administrator Clerk</u>-shall not pay wages to any County employee whose hiring has not been accomplished in accordance with this paragraph or appropriate addendum.
- 2. **Hiring for Temporary Vacancies (Less than 90 days)**: Whenever it appears to the Department Head that a job position within the department will be vacant for a period of less than 90 days, the Department Head with the approval of the chairperson of the Department Head's supervisor committee County Administrator, may hire a limited

term employee on an emergency basis not to exceed thirty (30) working days which shall expire when the regular employee returns to the position or the position is filled by a regular employee. The Department Head shall also give written notice to the Finance and Personnel Committee and to the County Clerk County Administrator when filling a vacant position with a limited term employee. All persons filling temporary vacancies under this paragraph shall be paid at the probationary rate for Grade 7 in the County's Job Classification and Salary Plan.

- 3. **Probation Period**: All County employees who are new to a full-time or part-time County position shall serve a probation period the length of which shall not be less than 6 months in duration. County employees who are offered a new position within the same department where they work shall serve a probationary period the length of which shall not be less than 3 months in duration. All Temporary/Casual County employees are required to work a minimum of 910 hours as their probationary period. The purpose of the probation period is merely to require that the job performance of all employees who are new to a County position is reviewed within a fixed period from the employee's start of work in any position. The purpose of this initial review is to determine:
  - If the employee is to continue in the position in regular status, or
  - If the employee's employment in the position is to be terminated. No inference is to arise from the use of the terms "probation" or "probation period" that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.

Any employee's probation period can be extended up to a maximum of an additional six months. The granting of extensions shall be by the Finance and Personnel Committee, County Administrator after receiving the recommendation of the Department Head. Employees whose probation periods are extended are not eligible to receive their post-probation salary increases until the end of their probation period, as extended.

Department heads shall submit to the supervising committee of the departmentCounty Administrator a written evaluation of the performance of each employee on probation in the department and also a recommendation as to whether or not that employee merits the continuation of regular status as a County employee. Written notice shall be given to the affected employee before the end of the employee's probation period. If the affected employee has not satisfactorily completed his or her probation period so that his or her county employment is to be terminated or if the affected employee's probation period is to be extended. Department heads shall immediately notify the County Clerk's Administrator's Office as to the employment status of their probation employees as soon as that status has been determined by the department's supervising committee.

The Personnel and Finance Committee shall be notified in Closed Session of any employee who has been terminated or had his or her probation period extended. This notification shall be provided at a regularly scheduled Finance and Personnel Committee meeting immediately following the termination or placement on extended probation.

Probationary employees may be terminated at any time at the discretion of the Department Head. Discharges during the probationary period shall not be subject to the grievance procedure.

- 4. **Reclassification**: Reclassification of an existing position shall be undertaken only by County Board. The basis of all reclassifications shall be changed, increased duties of the position being reclassified. Unless the reclassification Resolution states otherwise, all incumbents of reclassified positions shall start in the reclassified position at the after probation rate for the reclassified position.
- 5. **Discipline, Suspension or Dismissal of an Employee**: If it is necessary to discipline, suspend or dismiss an employee, a notice in advance will be given as follows:
  - a. First step. The Department Head shall discuss and document in a timely manner all problems relating to the employee's job performance with the employee. In all cases in which continuation of the unsatisfactory performance could lead to discipline, suspension and/or termination, the Department Head shall give the affected County employee written notice of the nature of the problem.
  - b. If the employee fails in the opinion of the Department Head to correct adequately the problem giving rise to the above notice within the allowed time period, the Department Head shall present the issue to the Finance and Personnel Committee for advice and consultationCounty Administrator. The department head and the Finance and Personnel CommitteeAdministrator will discuss what, if any, job action is to be taken relative to an employee. The department head has the authority to take disciplinary action up to three (3) days suspension without pay provided the department head has notified the Finance and Personnel CommitteeAdministrator of the decision.
  - c. The above steps in the process of disciplining an employee serve only as a guide and can be bypassed in appropriate situations as determined by the Department Head and/or Finance and Personnel Committee Administrator.
  - d. The department head shall not have the authority to terminate a non-probationary employee. All terminations must be presented to the Finance and Personnel Committee Administrator for review and final approval. Prior to the termination, the Finance and Personnel Committee Administrator shall insure that the affected employee is given written notice that termination of the employee has been proposed and the reasons therefore. The employee shall also receive written notice, in accordance with the provisions of the Wisconsin Open Meetings Law, of the time, date, and place of the Finance and Personnel Committee's meeting when such termination is to take place. Nothing in this section shall prevent the Finance and Personnel Committee from suspending the employee without pay pending the meeting referenced therein.
  - e. The Richland County Discipline/Termination Grievance Policy and Procedures are to be followed should an employee decide to file a grievance. See Appendix A.
  - f. The process outlined above shall not apply to terminations due to reorganization, lack of work or the sunset of a position.
  - g. In the case of a department head, the <u>supervising committeeCounty Administrator</u> will follow the above procedure.
- 6. **Non-Disciplinary Termination/Layoff**: Non-disciplinary termination/layoff due to reorganization or lack of work:

- a. <u>Elimination of Position</u>: Whenever it becomes necessary, in the interest of economy or because the necessity for the position involved no longer exists or because of reorganization or lack of work, the County Board may abolish any position covered by this policy. Any employee holding such an abolished position shall be laid off.
- b. <u>Layoff</u>: When the County determines that a layoff shall occur, in whole or in part, in a department, length of hire will be a secondary consideration, behind department needs, position title, skill needs and performance reviews. If two or more employees are equally qualified, the least senior employee shall be the first laid off. Employees rehired within a year of their lay off will maintain their original date of employment and any unused accrued sick leave benefits.
- c. <u>Recall</u>: Recall will be at the discretion of the department head unless the County Board initiated the layoff.
- 7. **Resignation/Retirement:** Employees shall submit upon resignation or retirement a letter giving 2 weeks' notice of their last day of work. Employees who fail to give such notice shall forfeit any payout of accrued sick leave and/or vacation. The supervising committeeCounty Administrator or their designee for the department in which the employee works shall take action to accept the written notice of resignation or retirement. Unused compensatory time and vacation or sick leave time benefits cannot be used to extend out the date of retirement, early retirement or separation.
- 8. **Concerns**: A "Concern" is a claim by an employee that the County has not complied with this Handbook of Personnel Policies and Work Rules or related addendum, or other county policies.

Employees, who have such a concern, shall present the concern to the department head. Concerns shall be presented in writing and shall be acted upon by the department head within five (5) working days whenever possible.

Employees who are dissatisfied with the department head's written response to their concern may then, within two (2) weeks of receiving the department head's response, appeal to the Personnel and Finance Committee Administrator by filing a written statement of the concern. Employees who are dissatisfied with the Administrator's written response to their concern may then, within two (2) weeks of receiving the Administrator's response may appeal with the County Clerk, who shall then forward the concern to the Finance and Personnel Committee, who shall act upon the concern, with notice to the employee, at its next meeting.

Concerns, as defined herein, by employees that relate to actions of their department heads shall be presented, in writing by the employee directly to the County Clerk Administrator, who shall forward the concern to the Finance and Personnel Committee, who shall act upon the concern at its next meeting.

The decision of the Finance and Personnel Committee shall be final.

Concerns involving discipline or termination shall follow the Richland County Discipline/Termination Grievance Policy and Procedures (see Appendix A).

Concerns involving situations concerning work place safety shall follow the Workplace Safety Grievance Policy and Procedure (see Appendix B).

# 9. Policy on Nepotism:

- a. If a department head becomes aware that a person in a supervisory position in his or her department is a relative, significant other or domestic partner of a subordinate of that supervisor, the department head shall immediately report that fact to the <a href="County-ClerkAdministrator">County-ClerkAdministrator</a>;
- b. Any full-time or part-time County employee or supervisor must inform the person's department head within 30 days of the person becoming a relative, significant other or domestic partner of a supervisor or subordinate in the same department of County government;
- c. Upon receiving facts set forth in paragraph a herein, the County Clerk shall promptly convey the facts to the Chair of the Finance and Personnel Committee:
- d.c. "Relative" means spouse, parent, grandparent, grandchild, child, brother, sister, niece, nephew, aunt and uncle;
- e.d. "Significant other" means a person with whom the employee co-habits;
- <u>f.e.</u> A registered domestic partner is defined as one who is registered either with the State of Wisconsin or Employee Trust Funds.
- g.f. Applicants for County positions shall not be hired if the employment would place the applicant in the situation described in paragraph a herein.
- h.g. No County employee shall be assigned, transferred or promoted if the resulting employment would place the employee in the situation described in paragraph a herein.
- i.h. The Finance and Personnel Committee Administrator is hereby authorized and directed to arrive at a reasonable solution to the relationship described in paragraph a herein, while making every effort to have each affected County employee continue in his or her County employment.
- <u>j.i.</u> This subsection shall not apply to temporary, casual or call-in County employees.

# **REIMBURSEMENTS**

- 1. **Lodging**: Policy as to reimbursement for overnight lodging:
  - Actual expenses for the standard room rate will be reimbursed, not to exceed the governmental rate. Department heads have the authority to approve lodging expenses for employee attendance at training and seminars if the standard room rate is the same as or does not exceed the government rate.
  - Approval by the Department Head is required where lodging expenses for employee attendance at training and seminars will exceed the government rate.

- All registration fees are to be paid in advance so as to take advantage of any available discounts.
- All lodging reservations are to be made in advance and the proper paperwork be in place so as to eliminate sales and room tax charges on lodging.
- Sheriff's Department prisoner transports are exempt from the requirement to comply with the governmental rate for lodging.
- Employee attendance at training and seminars where lodging expenses are involved which are more than the governmental rate and where the <u>supervising</u> <u>committeeAdministrator</u> will not approve the costs exceeding the governmental rate may be attended by the employee if the employee agrees to pay the lodging costs which exceed the governmental rate.
- Receipts must be submitted in all cases.
- When more than one employee is in attendance, sharing rooms when appropriate is encouraged.
- When an officer or employee is accompanied by his or her spouse, the additional expense over that otherwise reimbursed shall be paid by the individual employee.
- 2. **Meals**: Policy as to reimbursement for meals:
  - Actual expenses for meals shall be reimbursed in amounts not to exceed \$20.00/day.
  - Alcoholic beverage is not a reimbursable expense.
  - The above limitations shall not include applicable sales tax which shall be reimbursed, and gratuities which shall be reimbursed up to a maximum of 15% of the amount of the bill.
  - Detailed, itemized receipts shall be required in all cases.
- 3. **Mileage**: Mileage for county related business will be reimbursed at the same rate in effect when the miles were driven as the rate set by the State as mileage reimbursement to its employees. This reimbursement change from the IRS rate to the State rate is effective with miles driven April 1, 2015 and thereafter.
- 4. **Other Expenses**: Reimbursement may be paid for other business related expenses in an amount reasonable under the circumstances, and if approved by the employee's appropriate County Board Committee. Administrator or their designee.
- 5. **Registration Fees**: When registration fees for attendance at a duly authorized convention, seminar or meeting include the costs of meals and lodging, no other reimbursement shall be allowed.
- 6. **Expense Vouchers**: Expense vouchers must be submitted to the County Administrator Clerk's Office within 90 days from the time that the expense is incurred, except that the Audit Committee may grant an extension when that committee deems it appropriate.

Approved expenses shall be paid at the first payday after approval, by direct deposit to the employee's account in the same manner as salaries are paid. Approved expenses for reimbursement through payroll shall include only lodging, meals, mileage, parking and registration fees.

#### MISCELLANEOUS PERSONNEL PROVISIONS

(Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Sheriff's Department, Highway Department – See Addendum).

- Change of address or status: It is each employee's responsibility to report changes in marital status, dependents, legal name, residences and mailing addresses, phone numbers, direct deposit information, beneficiary information, emergency contacts, and any information that may affect his/her tax withholdings or benefits. This information is necessary as it may affect your compensation, dependent's eligibility for medical insurance, and other important matters. To update any of this information, please notify the County Administrator or their designee.
  Clerk's Office.
- 4.2. **Official County Bulletin Board**: The official County bulletin board is located in the ground floor entrance lobby. This bulletin board is for posting information of importance to employees and the public.
- **Employee Bulletin Board**: Permission is granted to post legitimate non-political notices on a bulletin board designated by department head for use by Employees.
- **Equipment**: Employees are to report to their Department Head any equipment in need of repair or replacement. Employees will be required to pay for the repair or replacement of any items maliciously damaged. County supplies and equipment are not to be used for personal purposes, except that this sentence does not apply to the District Attorney or to those employees who are otherwise authorized to use County vehicles for their personal use. If supplies are low, employees should notify their Department Head.
- 4.5. **Telephone Policies**: Use of County telephones and county cellular phones for personal long distance calls is not permitted. Employees should limit the amount of personal phone calls they make during working time.
- 5.6. Notification of absence: County employees must in all instances notify their Department Head when they are unable to report to work. All absences from regular hours of employment must be for a reason set forth in this Handbook and all such absences must be reported to the County elerk's Administrator's Office at the end of each month.
- 6.7. Weather Conditions: Employees shall be paid for what would have been their normal working hours on days in which their offices are closed by the Administrator and County Board Chair. On any other day in which the employee is unable to reach their office due to weather conditions, the employee has the option of treating such absence as either sick leave or vacation.
- 7.8. **Jury Duty**: Employees shall be excused with full pay for jury duty. Employees not selected as jurors for a case shall report promptly back to their County employment.
- **8.9. Ambulance or Fire Department Volunteers**: It is the policy of Richland County that every effort be made to permit on-duty, County officers and employees who are ambulance or fire department volunteers to respond to ambulance/fire emergencies.
  - a. Employees shall not schedule regular ambulance duty during scheduled work hours unless a prior arrangement has been made with the department head. An earlier cut-

- off time or later start time may need to be considered to assure return from ambulance runs and prompt start time or completion of shift.
- b. In the event of a serious community need for fire or ambulance, the on-site supervisor will determine which employees may leave their work situations to respond. Every effort will be made to allow the volunteer employee to respond to the call, if not immediately, as soon as a relief person can be obtained. If the employee's position is integral to the County's operations, as in the following situations, this may prevent the employee from responding:
  - The employee's absence from his or her duty station may result in potential or serious adverse effect to life or safety of individuals.
  - The employee's absence may place the County at risk of non-compliance with State or Federal regulations.
  - If, in the supervisor's judgment, the absence of that/those volunteer employee or employees would cause irreparable damage to the County's operations.
- c. The volunteer will not be paid by the County for hours not worked.
- d. If absence/tardiness is due to the employee's response to emergency fire or ambulance calls, this will be taken into consideration when applying facility attendance policies.
- e. Every effort should be made by incident command to early release County employees according to their job responsibility and the requirements of the County or of the emergency.
- 9.10. **Break Room**: A break room when feasible is provided for employees.
- 10.11. **Credit Union:** Employees may authorize money to be deducted from their paycheck to go to the Credit Union upon the filing of appropriate forms with the County Clerk's Administrator's Office.
  - 11.12. **Deferred Compensation**: Employees may authorize money to be deducted from their paycheck to go to the Deferred Compensation Program upon the filing of appropriate forms with the County Clerk's Administrator's Office.
  - Use of Computers, Software & Internet: County employees are to follow the policies on the use of County-owned computers and software and the use of the internet by county Employees which are set forth in the Richland County Computer and Internet Use Policy in Appendix C in this Handbook. Departments are to consult and cooperate with the Management Information Systems Department on all computer, networking, printer and peripheral purchases.
- 13.14. **Picture Identification Badge**: The County shall provide each full-time and part-time County employee with a picture identification tag which shall be worn at work and/or displayed at the discretion of the employee's department head. These identification tags shall be turned in to the County Clerk Administrator or their designee at the termination of the employee's County employment.
- **Training Opportunities**: Employees will be provided training opportunities to enhance job performance and to advance career opportunities subject to budgetary constraints.

- 45.16. **Gifts or Gratuities**: No employee shall accept compensation, gift, or gratuity of nominal value from any person, persons, or organizations which may be involved in the decisions made or influenced him/her, or which would otherwise create a conflict between his/her duty and the public interest and his/her private interest. Refer to Richland County Ethics Policy.
- County Workspaces and Personal Property: Employees shall have no expectation of privacy with respect to any item or document stored in or on County-owned property. The County may, at any time, conduct a search of its property, regardless of whether the searched areas are locked or unlocked. The County does not assume any responsibility for loss, theft or damages to an employee's personal property. The County is not liable for vandalism, theft or damage to employee cars parked on County property. Upon separation from employment, employees shall promptly return any County property that is in their possession.

## RICHLAND COUNTY EMPLOYEE HANDBOOK

#### RECEIPT AND ACKNOWLEDGMENT

This Employee Handbook (the "Handbook") is an important document intended to help you become acquainted with Richland County (the "County"). This Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention. Additional information about many of these policies and programs is available from the County Clerk's Administrator's Office. Please take advantage of these resources to ensure that you are fully aware of your rights and responsibilities as an employee of the County.

By signing below, I agree to the accuracy of all the following statements:

I acknowledge having received a copy of Richland County's Employee Handbook, dated, February 6, 2020 acknowledge and understand that it is my responsibility to read, familiarize myself with, and understand all of the provisions of the Handbook. To the extent I had any questions regarding the Handbook; I have asked the appropriate person and have received a sufficient answer. I further acknowledge that I will seek clarification from the County Clerk's Administrator's Office if I have any questions in the future.

I understand and acknowledge that the County reserves the right, as allowed by law, to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Handbook or procedures or benefits discussed herein at any time, without advance notice, in its sole discretion.

I further understand and acknowledge that nothing in this Handbook creates or is intended to create a promise or representation of continued employment and that employment at the County is "at will" to the extent allowed by applicable law. This means that the County cannot guarantee me or any employee continued employment for any definite period of time. I understand that I have the right to terminate my employment at any time, for any reason or no reason, and the County retains the same right to terminate my employment at any time, as allowed by applicable law, unless I have a written agreement signed by myself and an authorized representative of the Richland County BoardCounty Administrator stating otherwise.

<u> </u>	book supersedes all prior practices, customs, and ations, verbal or written, by any employee or
Employee's Printed Name	Position
Employee's Signature	Date
A signed original copy of this form must be	given to the County ClerkAdministrator or their

# Richland County Health and Human Services

Addendum to the Richland County Employee Handbook of Personnel Policies and Work Rules

The Policies contained herein may be amended, changed, deleted, withdrawn or suspended at any time in the County's discretion.

January 2012 (Adopted) January 2013 (Amended) January 2014 (Amended) March 2015 (Amended)

January 2016 (Amended)

## June 2016 (Amended) pending October 2020 (Amended)



This addendum has been prepared as a supplement to the Richland County Employee Handbook of Personnel Policies and Work Rules as it relates to employees of the Health and Human Services Department. In the case of a direct conflict between the Handbook and this addendum, this addendum shall control.

**Definitions** – refer to Employee Handbook

Introduction to Your Employee Handbook and Work Rules – refer to Employee Handbook

#### **Extent of Handbook**

1. The Finance and Personnel Committee County Administrator shall have jurisdiction over all personnel matters relating to County employees, except those which are delegated to the Health and Human Services Board as listed in this Addendum.

Management Rights – refer to Employee Handbook

**Equal Opportunity** – refer to Employee Handbook

#### **Terms and Condition of Employment**

- 1. Office Hours refer to Employee Handbook
  - e. The Director's right to change work hours is limited to the hours of 7:00 a.m. to 9:00 p.m., provided that any change in work hours is preceded by at least one (1) week written notice to all affected employees. The normal workday shall be seven (7), seven and one-half (7 ½), or eight (8) hours. The normal work week shall be thirty-five (35), thirty-seven and one half (37½), or forty (40) hours, Monday through Friday. Employee lunch hours (½ hour to 1 hour) may be staggered to provide office coverage during the noon hour. Various programs will operate later into the evening as needed. Staff will organize work week to accommodate this time of operation, not to exceed their normal approved work week hours. Part-time or Temporary Casual County staff shall work schedules approved by their immediate supervisor, not to exceed their normal approved work week hours.

The Director is authorized to temporarily reduce the number of work hours of a consenting full-time employee, if it is in the best interest of the Department, to no less than thirty-five (35) hours per week, without Health and Human Services Board and Finance and Personnel Committee approvaCounty Administrator approval. 1.

- 2. Outside Employment refer to Employee Handbook
- 3. Pay Period refer to Employee Handbook
- 4. Time Paid refer to Employee Handbook
- 5. Accidents and Injuries refer to Employee Handbook
- 6. Health Examinations refer to Employee Handbook
- 7. Breaks refer to Employee Handbook
- 8. Leave of Absence refer to Employee Handbook
  - a. Leaves of absence without pay for up to thirty (30) working days duration may be granted by the Director with notification to the Health and Human Services Board, the Finance and Personnel Committee Chairperson, and the County Clerk's OfficeCounty Administrator. Refer to the County Clerk's Administrator's Office regarding benefit accrual.
- 9. Flexible Work Schedule refer to Employee Handbook

- 10. Seniority or Length of Hire refer to Employee Handbook
- 11. Performance Evaluations refer to Employee Handbook
  - a. Annual performance evaluations are conducted on each employee and should be completed prior to the employee's date of hire. The Director shall conduct the evaluation of all unit managers. Each supervisor is responsible for conducting the evaluation of his or her immediate staff. The All Agency Performance Evaluations Policy (AA3.2.3) shall be followed and the appropriate form completed. If the employee's overall evaluation score is Needs Improvement (NI) or Unsatisfactory (U), management is to refer to the Discipline, Suspension or Dismissal of an Employee section of the Health & Human Services Addendum for further action if needed.
- 12. Personnel Files refer to Employee Handbook
- 13. Time Cards (Timekeeping) refer to Employee Handbook

#### **Compensation and Fringe Benefits**

Salaries – refer to Richland County Salary Grades

- 1. Health Insurance and Dental Insurance refer to Employee Handbook
- 2. Loss of Time Insurance refer to Employee Handbook
- 3. Retirement Plan refer to Employee Handbook
- 4. Life Insurance refer to Employee Handbook
- 5. Section 125 Flex refer to Employee Handbook
- 6. Paid Holidays refer to Employee Handbook
- 7. Bereavement Leave refer to Employee Handbook
- 8. Compensatory Time refer to Employee Handbook
  - a. <u>Non-Exempt Employees</u>: Payment in lieu of compensatory time shall be agreed upon in advance by the employee and the Director.
  - b. Exempt Employees: Management and Professional staff earns compensatory time when total paid hours are greater than forty (40) hours in one week. Prior approval by the Director is required to work hours, which will result in earned compensatory time. Compensatory time is earned at the rate of hour for hour. Compensatory time may be accumulated up to a maximum of twenty-four (24) hours and it shall then in all instances be taken prior to the end of the calendar year in which it was generated or it will be paid for. Use of compensatory time off shall be by mutual agreement between the employee and the Director. Compensatory time earned and used will be reported to the County Administrator Clerk's Office for each payroll period. Payment in lieu of compensatory time shall be agreed upon in advance by the employee and the Director.
  - c. On-Call Compensatory Time: Health and Human Services staff serving as emergency on-call personnel (carrying the pager) shall earn compensatory time as follows:
    - i. On-call pay of \$1.25 per hour will be earned for on-call duty;
    - ii. On-call holiday pay of \$1.50 per hour for will be earned for on-call holiday duty;
    - iii. Any assignment among unit employees shall be rotated as reasonably possible, and management will allow reasonable trades of availability;
    - iv. Payment for pager duty will be made with each payroll.
    - v. In addition, an on-call employee who is called upon to work shall receive a minimum of one (1) hour on-call compensatory time, at the rate of time and one-half not to exceed forty (40) hours of accumulated on-call compensatory time. On-call compensatory time earned can accrue and does not have to be

- taken prior to the end of the calendar year in which it was generated. Additional calls received within the hour shall not be considered as a new call for purposes of this provision.
- vi. On-call compensatory time earned and used will be reported to the County <u>AdministratorClerk</u>'s Office for each payroll period.
- vii. Use of on-call compensatory time off shall be by mutual agreement between the employee and his/her immediate supervisor.
- viii. Payment in lieu of compensatory time shall be agreed upon in advance by the employee and the Director.
- 9. Overtime refer to Employee Handbook
- 10. Sick Leave refer to Employee Handbook
- 11. Voluntary Sick Leave Donation refer to Employee Handbook
- 12. Vacation refer to Employee Handbook
- 13. Family and Medical Leave refer to Employee Handbook
  - a. All employees requesting Family and Medical Leave shall also submit a copy of all required forms/documents to the Director for action and filing in the employee's medical record which is kept separate from their personnel file.
- 14. Symons Employee Membership refer to Employee Handbook
- 15. Military Leave refer to Employee Handbook

#### **Rules of Conduct**

- 1. Department Heads' Responsibility refer to Employee Handbook
- 2. Grounds for Termination or Suspension refer to Employee Handbook
- 3. Harassment refer to Employee Handbook
- 4. Violence in the Workplace refer to Employee Handbook

#### **Hiring and Employment Considerations**

- 1. Hiring for Long-Term Vacancies (90 days or longer):
  - The Director shall notify the Health and Human Services Board of vacant County positions;
  - b. The Director or designee shall place an advertisement for a minimum of two consecutive weeks in the <u>Richland Observer</u> and in other publications as needed. The advertisement shall briefly describe the job, the salary range set forth, and solicit written applications within a specific timeframe;
  - c. The Director and the appropriate supervisor and/or designee shall screen all applications. Those selected for final interviews, shall be interviewed by the Health and Human Services Director, the appropriate supervisor and/or designee, and two (2) members of the Health and Human Services Board Interview Sub-Committee. Employees working less than 25 hours per week are excluded from the Health and Human Services Board Interview Sub-Committee process; however, the promotion of that employee to a part-time or full-time position shall follow the regular hiring process. The Director shall recommend to the Health and Human Services Board the appointment of all County employees. Prior to offering a position, references checks and skills testing may be required. Satisfactory criminal and caregiver background checks are a requirement of employment.
  - d. Employees hired for a Social Worker or AODA Counselor position who have not yet received certification shall be paid at the Social Worker (Temporary Certification) starting rate, and agree to obtain temporary certification by the end of his/her probationary period. This is a requirement and condition of employment for the

- position he/she has been appointed to and an agreement will be entered into as part of the employment offer.
- Certification from the State of Wisconsin within two years from the date of hire. Employees agree to take the necessary course work at his/her own expense, and will pay for any fees related to obtaining said certification. This is a requirement and condition of employment for the position he/she has been appointed to and an agreement will be entered into as part of the employment offer. If the timetable is not adhered to, he/she will terminate employment with Richland County by resignation on a voluntary basis unless an extension has been approved by the Director. Once proof of social work certification is received, the employee will be paid at the Social Worker (Certified) step that provides them with an increase in salary. Once proof of AODA certification is received, the employee will be paid at the AODA (Certified) step that provides them with an increase in salary. Thereafter, employees shall move through the salary schedule based upon the time required between steps.
- f. Employees hired as a Social Worker who holds a Masters Degree in Social Work from an accredited school shall be paid at the Social Worker (Certified) starting rate. The employee shall then obtain his/her Social Worker Certification from the State of Wisconsin within one year from the date of hire. Employees agree to take the necessary course work at his/her own expense, and will pay for any fees related to obtaining said certification. This is a requirement and condition of employment for the position he/she has been appointed to and an agreement will be entered into as part of the employment offer. If the timetable is not adhered to, he/she will terminate employment with Richland County by resignation on a voluntary basis unless an extension has been approved by the Director.
- g. Employees hired for a Mental Health Therapist position who have not yet received licensure shall be paid at the Mental Health Therapist (Non-Licensed) beginning rate, and agree to achieve the required number of hours of supervised clinical experience based upon degree type to obtain his/her licensure from the State of Wisconsin within two years from the date of hire. Employees agree to take the necessary course work at his/her own expense, and will pay for any fees related to obtaining said certification. This is a requirement and condition of employment for the position he/she has been appointed to and an agreement will be entered into as part of the employment offer. If the timetable is not adhered to, he/she will terminate employment with Richland County by resignation on a voluntary basis unless an extension has been approved by the Director. Once proof of licensure is received and probationary period passed, the employee will be paid at the Mental Health Therapist (Licensed) job rate.
- 2. Hiring for Temporary Vacancies (Less than 90 days) refer to Employee Handbook
  - a. All employees who are temporarily assigned to work in a vacant higher paid position shall receive the higher rate of pay working in said position as determined by the Director.

#### 3. Probation Period:

a. All employees who are new to a County position shall serve no less than a six-month probation period in that new position. County employees who are offered a new position within the same department where they work shall serve a probationary period the length of which shall not be less than three months in duration. All part-time or Temporary Casual County staff are required to work a minimum of 910 hours as their probationary period. The purpose of the probation period is merely to require that the job performance of all employees who are new to a County position be

reviewed within a fixed period from the employee's start of work in any position. A performance evaluation is completed and the purpose of this initial review is to determine:

- i. If the employee is to continue in the position in regular status, or
- ii. If the employee's employment in the position is to be terminated. No interference is to arise from the use of the terms "probation" or "probation period" that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.
- b. Any employee's probation period can be extended up to a maximum of one full year. The granting of extensions shall be by the Health and Human Services Board, after receiving the recommendation of the Director. Employees whose probation periods are extended are not eligible to receive their post probation salary increases until the end of their probation period, as extended.
- e. The Director shall make a recommendation to the Health and Human Services Board as to whether or not that employee merits the continuation of regular status as a County employee. A copy of a written evaluation and recommendation shall be given to the County employee at the time it is recommended to the Health and Human Services BoardCounty Administrator only if the affected employee has not satisfactorily completed his or her probation period, so that their County employment is to be terminated or if the affected employee's probation period is to be extended. Such written notice shall be given to the affected employee before the end of the employee's probation period. The Director shall also immediately notify the County AdministratorClerk's Office as to the employment status of their probationary employees. as soon as that status has been determined by the Health and Human Services Board. The County Clerk will then notify the Finance and Personnel Committee.
- d.c. All decisions concerning whether employees at the end of their probation period shall be:
  - i. Terminated from County employment or
  - ii. Continue their employment in regular employment status with the County or
  - iii. Have their probation period extended,
  - will be made in all instances by the <u>Health and Human Services BoardCounty Administrator</u>. Probationary employees may be terminated at any time at the discretion of the Director. Discharges during the probationary period shall not be subject to the grievance procedure.
- 4. Reclassification refer to Employee Handbook
- 5. Discipline, Suspension or Dismissal of an Employee:
  - a. Management reserves the right to discipline employees as appropriate. The Director and/or the employee's supervisor shall discuss all problems relating to the employee's job performance with the employee. Verbal and written warnings, as well as work plans, shall be documented and placed in the employee's personnel file. Employees receiving such notices are entitled to be heard on the question by the Health and Human Services Board, with notice to be given in accordance with the provisions of the Wisconsin Open Meetings Law.by the County Administrator.
  - b. If the employee fails in the opinion of the Director to adequately correct the problem giving rise to the above notice within the allowed time period, the Director shall present the issue to the Health and Human Services Board County Administrator for advice and consultation if it is not a situation requiring immediate dismissal. The Director and Health and Human Services Board County Administrator will discuss

- what, if any, job action is to be taken relative to an employee. The Director has the authority to take disciplinary action up to three (3) day suspension without pay provided the Director has notified the Health and Human Services Board County Administrator of the decision.
- c. The above steps in the process of disciplining an employee serve only as a guide and can be bypassed in appropriate situations as determined by the Director and/or Health and Human Services Board. the County Administrator.
- d. The Director shall not have the authority to terminate an employee. All terminations must be presented to the Health and Human Services BoardCounty Administrator for review and final approval. Prior to the termination, the Health and Human Services BoardCounty Administrator shall ensure that the affected employee is given written notice that termination of the employee has been proposed and the reasons therefore. The employee shall also receive written notice, in accordance with the provisions of the Wisconsin Open Meetings Law, of the time, date, and place of the Health and Human Services Board's meeting when such termination is to take place. Nothing in this section shall prevent the Health and Human Services Board from suspending the employee without pay pending the meeting referenced therein.
- e.d. The Richland County Discipline/Termination Grievance Policy and Procedures are to be followed should an employee decide to file a grievance. Refer to Appendix B of the Handbook of Personnel Policies.
- f.e. This section shall not apply to terminations due to reorganization, lack of work or the sunset of a position.
- 6. Non-Disciplinary Termination/Layoff
  - a. Elimination of Position refer to Employee Handbook
  - b. Layoff refer to Employee Handbook
  - c. Recall: Recall with be at the discretion of the Director unless the County Board initiated the layoff.
- 7. Resignation/Retirement refer to Employee Handbook
- 8. Concerns refer to Employee Handbook
- 9. Policy on Nepotism refer to Employee Handbook

#### Reimbursements

- 1. Lodging refer to Employee Handbook
- 2. Meals refer to Employee Handbook
- 3. Mileage refer to Employee Handbook
- 4. Other Expenses refer to Employee Handbook
  - a. The Richland County Health & Human Services Purchase Request Form shall be utilized for other business related purchases, and if the employee purchases the item, reimbursement shall be submitted for approval by the by the Health & Human Services BoardCounty Administrator. Once reimbursement is approved, a check shall be generated separate from payroll and issued one time per month.
- 5. Registration Fees refer to Employee Handbook
- 6. Expense Vouchers refer to Employee Handbook

#### **Miscellaneous Personnel Provisions**

- 1. Change of Address or Status refer to Employee Handbook
  - a. It is each employee's responsibility to report changes in legal name, residences and mailing addresses, phone numbers, emergency contacts, and any other relevant information to the Office Supervisor immediately.
- 2. Official County Bulletin Board refer to Employee Handbook

- 3. Employee Bulletin Board refer to Employee Handbook
- 4. Equipment refer to Employee Handbook
- 5. Telephone Policies refer to Employee Handbook
  - a. The Director or designee shall determine which employees are to be issued a department cellular phone and how that department cellular phone is to be used.
- 6. Notification of Absence refer to Employee Handbook
- 7. Weather Conditions refer to Employee Handbook
- 8. Jury Duty refer to Employee Handbook
- 9. Ambulance or Fire Department Volunteers refer to Employee Handbook
- 10. Break Room refer to Employee Handbook
- 11. Credit Union refer to Employee Handbook
- 12. Deferred Compensation refer to Employee Handbook
- 13. Use of Computers, Software & Internet refer to Employee Handbook
- 14. Picture Identification Badge All Health and Human Services staff shall be issued a picture identification badge by the MIS Department. A security form must be completed prior to issuance of the badge which grants access to certain areas of the Community Services Building. The badge shall be returned to the MIS Department upon separation of employment.
- 15. Training Opportunities refer to Employee Handbook
- 16. Gifts or Gratuities refer to Employee Handbook

I understand the above is a condition of my employment.

17. County Workspaces and Personal Property – refer to Employee Handbook

Refer to the Richland County Handbook of Personnel Policies for all items not specifically addressed in this addendum. Health and Human Services employees shall refer to internal All Agency policies and procedures related to the above items when applicable. These policies do not supersede or replace the policies in the Richland County Handbook of Personnel Policies.

This is to certify that I have received my personal copy of Richland County Health & Human Services Addendum to the Richland County Handbook of Personnel Policies and Work Rules, and have read and understand the policies, practices, rules and regulations contained therein.

Date	Position Title	
Print Name	Sign Name	

### RICHLAND COUNTY HIGHWAY

## Addendum to the Richland County Employee Handbook of Personnel Policies and Work Rules.

January 17, 2012 (Adopted)
January 15, 2013 (Amended)
January 21, 2014 (Amended)
May 19, 2015 (Amended)
January 7, 2017 (Amended)
July 18, 2018 (Amended)
September 10, 2018 (Amended)
December 11, 2018 (Amended)
December 10, 2019 (Amended)
pending October 27, 2020 (Amended)

The Policies contained herein may be amended, changed, deleted, withdrawn or suspended at any time in the County's discretion.

This addendum has been prepared as a supplement to the Richland County Handbook of Personnel Policies as it relates to employees of the Richland County Highway department. In the case of a direct conflict between the Handbook and this addendum, this addendum shall control.

- A. **DEFINITIONS** Refer to Handbook of Personnel Policies.
- **B. EXTENT OF HANDBOOK** Refer to Handbook of Personnel Policies.
- **C. MANAGEMENT RIGHTS** Refer to Handbook of Personnel Policies.
- **D. EQUAL OPPORTUNITY POLICY** Refer to Handbook of Personnel Policies.
- E. TERMS AND CONDITION OF EMPLOYMENT -
  - 1. Hours of Work. Refer to Handbook of Personnel Policies.
    - **a.** A normal workday for regular full-time employees of the Employer shall be from 7:00 a.m. to 3:30 p.m., exclusive of a one-half hour lunch period, Monday through Friday. The Richland County Highway Department Clerk shall work the hours of 8:00 a.m. to 3:30 p.m., exclusive of a one-half (1/2) hour lunch period, Monday through Friday.
    - **b.** Effective on the first Monday in May April of each year until the first Friday before Labor Day last full work week in October, the normal work week shall be four (4) days, Monday through Thursday, and the normal workday shall be ten (10) hours, from 6:30 a.m. to 4:30 p.m. Overtime shall be paid for all hours worked outside the normal hours. Holidays, funeral leave, and jury duty time falling during the period shall be paid at ten (10) hours per day. Sick leave and vacation shall be accrued and utilized on an hourly basis during the period.
    - **c.** The Commissioner is authorized to temporarily reduce the number of regularly scheduled work hours of a full-time employee if it is in the best interest of the department.
    - **d.** The Commissioner is authorized to change the 10 hour workday schedule.
  - 2. Outside Employment. Refer to Handbook of Personnel Policies.
  - **3. Pay Period.** Refer to Handbook of Personnel Policies.
  - 4. Time Paid. Refer to Handbook of Personnel Policies.
  - **5. Accident and Injuries.** Refer to Handbook of Personnel Policies.
  - 6. Health Examinations. Refer to Handbook of Personnel Policies.
  - 7. Breaks. Refer to Handbook of Personnel Policies.
  - 8. Leave of absence. Refer to Handbook of Personnel Policies.

- 9. Flexible Work Schedule. Refer to Handbook of Personnel Policies.
- 10. Seniority or Length of Hire. Refer to Handbook of Personnel Policies.
- **11. Performance Evaluations.** The Highway Commissioner shall conduct performance evaluations of the staff members on a biennial basis.
- 12. Personnel Files. Refer to Handbook of Personnel Policies.
- 13. Time Cards (Time Keeping). Refer to Handbook of Personnel Policies.

#### 14. Timesheets

- **a.** The employee is personally responsible for recording his/her time on a daily basis on a daily timesheet.
- **b.** The employee is responsible for recording the correct distribution of time by Project Numbers, Activity Codes, or other identifiers for a particular assignment.
- **c.** Any corrections to timesheets must be legible and initialed by employee.

#### F. COMPENSATION AND FRINGE BENEFITS -

- 1. Salaries. Refer to Handbook of Personnel Policies.
- 2. Health Insurance. Refer to Handbook of Personnel Policies.
- 3. Dental Insurance. Refer to Handbook of Personnel Policies.
- 4. Retirement Plan. Refer to Handbook of Personnel Policies.
- 5. Life Insurance. Refer to Handbook of Personnel Policies.
- 6. Section 125 Flex. Refer to Handbook of Personnel Policies.
- 7. Holidays. Refer to Handbook of Personnel Policies.
- **8. Bereavement.** Refer to Handbook of Personnel Policies.
- **9. Compensatory time.** Refer to Handbook of Personnel Policies.
  - **a.** Winter months from approximately November 15 through April 1, the Patrol Superintendent, Highway Commissioner, and Parts Clerk will alternate weekends for emergency Snow Removal Operations.
  - **b.** Compensatory time is accumulated only with Department Head's prior approval in each instance. Compensatory time is accumulated at the rate of one and one-half hours of compensatory time for each overtime hour worked. In instances where compensatory time has been authorized, the employee has the choice of whether to accumulate the extra work time as compensatory time or whether to treat it as overtime.
  - **c.** Compensatory time may be accumulated up to a maximum of 24 hours per calendar year and it shall then in all instances be taken before December 1 of the calendar year in which it was generated or it will be paid for. Compensatory time off shall be by mutual agreement between the employee and his/her Department Head. Any eligible time over an accumulated 24 hours per year of compensatory

- time must be paid out. Notice of all accumulated compensatory time shall be reported to the County Clerk's Administrator's Office.
- **d.** Accumulating or earning compensatory time can only be done in either one-half or whole hour increments. If an employee wishes to convert overtime to compensatory time, the employee must do so by indicating on the daily time sheet. Asking to change from overtime to compensatory time or compensatory time to overtime at a later date will not be allowed.
- **e.** Compensatory time may be <u>used</u> in increments of 1/4-hour. No employee shall plan the use of compensatory time if it adversely affects the work day crew. Compensatory time shall not be used in conjunction or as an extension to any paid breaks.
- **f.** Compensatory time is to be charged to the Project Number the employee was working on at the time the compensatory time was earned.
- 10. Overtime. Refer to Handbook of Personnel Policies.
  - **a.** All work performed on Saturdays, Sundays, holidays, and vacation shall be paid at the rate of one and one-half times the straight time hourly rate.
  - **b.** Employees shall be compensated at the rate of one and one-half the normal rate of pay for all hours worked outside of the normal scheduled hours of 7:00 a.m. 12:00 p.m., 12:30 p.m. 3:30 p.m. during eight (8) hours work days or the normal scheduled hours of 6:30 a.m. 4:30 p.m. during ten (10) hour work days.
  - **c.** An employee reporting to work in case of an emergency shall be guaranteed two (2) hours work. Compensation shall be at the overtime rate.
  - **d.** Overtime is to be charged to the Project Number the employee was working on at the time the overtime was earned.
- 11. Sick Leave. Refer to Handbook of Personnel Policies.
  - **a.** Sick leave may be used in increments of at least one (1) hour.
- 12. Voluntary Sick Leave Donation. Refer to Handbook of Personnel Policies.
- 13. Vacation. Refer to Handbook of Personnel Policies.
  - **a.** Vacation may be used in increments of no less than one (1) hour.
- **15. Family and Medical Leave.** Refer to Handbook of Personnel Policies.
- 16. Symons Employee Membership. Refer to Handbook of Personnel Policies.
- 17. Military Leave. Refer to Handbook of Personnel Policies.
- **G. RULES OF CONDUCT –** Refer to Handbook of Personnel Policies.
  - 1. Department Head Responsibility. Refer to Handbook of Personnel Policies.
  - 2. Grounds for Termination or Suspension. Refer to Handbook of Personnel Policies.
- **H. HARRASSMENT –** Refer to Handbook of Personnel Policies.

- I. VIOLENCE IN THE WORKPLACE Refer to Handbook of Personnel Policies.
- J. PROCEDURES FOR HIRING, PROMOTIONS, DEMOTIONS, TERMINATIONS, SUSPENSIONS, DISCIPLINARY ACTIONS, AND DISMISSAL
  - 1. Hiring. Refer to Handbook of Personnel Policies.
    - **a. Skills testing.** Required, varies by position.
  - 2. Temporary Vacancies. Refer to Handbook of Personnel Policies.
  - **3. Probationary Period.** Refer to Handbook of Personnel Policies.
    - **a.** New employees shall be on a probationary status for a period of six (6) months. New employees shall receive sick leave and vacation benefits from his/her first day of hire and will receive insurance benefits as soon as permitted by the insurance carrier.
    - **b.** New hires shall start at Step 1 of the County's new wage plan and, after successfully completing probation, go to Step 2 in the plan. Any further step increases shall be determined by the County Board.
  - 4. Reclassification. Refer to Handbook of Personnel Policies.
  - **5. Dismissal or Suspension.** Refer to Handbook of Personnel Policies.
  - **6. Non-Disciplinary Termination/Layoff.** Refer to Handbook of Personnel Policies.
  - 7. Concerns. Refer to Handbook of Personnel Policies.
  - 8. Policy on Nepotism. Refer to Handbook of Personnel Policies.
  - 9. Job Promotions and/or Transfers.
    - **a.** A qualified employee desiring such transfer or promotion may, when offered, submit a letter of intent and shall be subject to interview and skills evaluation or testing. The successful applicant will be chosen by the Commissioner based on ability, skill set, and overall qualifications to best fit the position.
    - **b.** An employee selected for promotion or transfer to a new job classification within this department shall be subject to the County Policy regarding probation.
    - c. The following positions shall be exempt from interdepartmental transfers or promotion: Patrol Superintendent, Bookkeeper, Parts Manager/Shop Clerk, Mechanic, Assistant Foreman/Mechanic, Lead Shop Foreman/Mechanic, Office Clerk, Lead Paving Foreman and Lead Grade Foreman. Existing Highway Department employees may apply in accordance with the Richland County Policy regarding hiring.
  - **10. Emergency Assignments.** The Employer recognizes that there are occasions when due to severe or hazardous weather conditions, safety will best be served by assigning two employees to specific job needs. Determination of these conditions shall be at the discretion of the Highway Commissioner. Two persons shall always be assigned to the four-wheel drive snowplow. A mechanic will be on duty during snowplowing operations when feasible.

- **11. Full Time Hiring.** The Highway Department will follow the hiring procedures detailed in the Handbook of Personnel Policies and Work Rules of Richland County for any and all regular, full time employees.
  - **a.** The Department Head (Commissioner) shall, if the need exists, fill a vacant position with a new employee up to three days prior to the last day of employment for the purpose of task training.
  - **b.** Specialized positions may require a longer training period and specific requests would need to be taken to the Highway Committee and Finance/Personnel for County Administrator approval on a case-by-case basis.

#### 12. Seasonal Hiring.

- **a.** The <u>Highway Committee County Administrator</u> shall have full discretion on the need for hiring seasonal employees based on the recommendation of the Highway Commissioner. The <u>Highway Committee County Administrator</u> and Commissioner may, if necessary, place an advertisement in the Richland Observer for at least two weeks in which the job is briefly described, the salary range is set forth and written application are solicited. A skills test may be required. The Commissioner shall conduct interviews and make the final decision as to who shall be hired. The seasonal position shall be set up to 560 hours maximum. Seasonal employees may be terminated at any time at the discretion of the employer. Discharges shall not be subject to the grievance procedure.
- **b.** New hires shall start at Step 1 of the County's new wage plan and, after successfully completing probation, go to Step 2 in the plan. Any further Step increases shall be determined by the County Board.

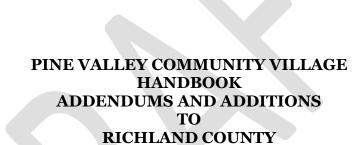
#### K. REIMBURSEMENT -

- **1. Lodging.** Refer to Handbook of Personnel Policies.
- 2. Meals. Refer to Handbook of Personnel Policies.
- 3. Mileage. Refer to Handbook of Personnel Policies.
- 4. Other Expenses. Refer to Handbook of Personnel Policies.
- 5. Registration Fees/Meals/Lodging. Refer to Handbook of Personnel Policies.
- 6. Expense Vouchers. Refer to Handbook of Personnel Policies.

#### L. MISCELLANEOUS PERSONNEL PROVISIONS -

- 1. Change of Address or Status. Refer to Handbook of Personnel Policies.
- 2. Official County Bulletin Board. Refer to Handbook of Personnel Policies.
- 3. Employee Bulletin Board. Refer to Handbook of Personnel Policies.
- 4. Equipment. Refer to Handbook of Personnel Policies.
- **5. Telephone policies.** Refer to Handbook of Personnel Policies.

- 6. Notification of Absence. Refer to Handbook of Personnel Policies.
- 7. Weather Conditions. Refer to Handbook of Personnel Policies.
- 8. Jury Duty. Refer to Handbook of Personnel Policies.
- 9. Ambulance or Fire Volunteers. Refer to Handbook of Personnel Policies.
- 10. Break Room. Refer to Handbook of Personnel Policies.
- **11. Credit Union Deduction/Deferred Compensation.** Refer to Handbook of Personnel Policies.
- 12. Computers, Software, Internet. Refer to Handbook of Personnel Policies.
- 13. Picture Identification badge. Refer to Handbook of Personnel Policies.
- **14. Training Opportunities.** Refer to Handbook of Personnel Policies.
- 15. Gifts and Gratuities. Refer to Handbook of Personnel Policies.
- **16. County Workspaces/Personal Property.** Refer to Handbook of Personnel Policies.
- **17. Eyeglasses.** The Richland County Highway Department shall replace eyeglasses broken or damaged on the job, provided that such replacement shall be limited to replacement of the eyeglasses only, and shall not cover the cost of exams or other tests related to the replacement of the eyeglasses.
- **18. Safety Rules and Regulations/Toxic substances.** The Richland County Highway Department will abide by federal and state safety rules and regulations relating to the use of toxic substances by employees of the Richland County Highway Department.



PERSONNEL POLICIES

The Policies contained herein may be amended, changed, deleted, withdrawn or suspended at any time in the County's discretion.

(Updated: December 2019, pending October 2020)

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## RICHLAND COUNTY PINE VALLEY COMMUNITY VILLAGE ADDENDUM TO PERSONNEL POLICIES

#### SUBJECT TO APPROVAL BY PINE VALLE BOARD OF TRUSTEES

This addendum has been prepared as a supplement to the Richland County Handbook of Personnel Policies as it relates to employees of Pine Valley Community Village. In the case of a direct conflict between the Handbook and this addendum, this addendum shall control.

- A. **Definitions** refer to Handbook of Personnel Policies
- B. Extent of the Handbook
  - 1. The Finance and Personnel Committee County Administrator shall have jurisdiction over all personnel matters relating to County Employees which are dealt with in this Handbook except as it pertains to Pine Valley Community Village staff for those items listed in Addendum. Hiring, firing and disciplinary actions will be made at the department head level. Prior to discharge or suspension, consultation/notice to the labor attorney and supervising committee Administrator may be made. Reclassification or changes in salary levels will be recommended to the supervising committee, County Personnel Committee and County Board.
- C. **Management Rights** refer to Handbook of Personnel Policies
- D. **Equal Opportunity Policy** refer to Handbook of Personnel Policies
- E. Terms and Conditions of Employment
  - 1. Office Hours:
    - a. Normal work hours shall be 8:00 A.M. to 4:15 P.M. Monday through Friday for Department Heads and Administrative Personnel. The normal work hours for Licensed Nursing Personnel shall be 6:00 A.M. to 2:15 P.M., 2:00 P.M. to 10:15 P.M., 10:00 P.M. to 6:15 A.M. The Administrator/Department Head shall have the right to change work hours based on facility needs and with reasonable notice to affected employees. Some departments may flex hours to better meet Resident/Family needs.
    - b. Work Day: The normal work day shall consist of one (1) consecutive eight and one-quarter (8:15) hour shift including a twenty (20) minute rest period scheduled by supervisor, and a one-half (1/2) hour unpaid meal period. Employees working on a shift other than eight and one-quarter (8:15) hours shall

receive meal and break periods pursuant of the current practice.

- c. Work Week: The normal work week for full-time employees shall consist of at least nine (9) work days in a fourteen (14) calendar day period.
- d. Schedules: Schedules of work shall be posted one (1) month in advance. The shift schedule system will be maintained, except that upon a determination by the Administrator that a change in the schedules and hours of work is necessary. The Administrator shall have the prerogative to initiate modifications in schedules and hours of work upon 2 weeks notice to the employees.

e.	The Pine Valley Administrator	r is authorized to temporarily reduce the number of
	_work hours	—of a consenting full-time employee, if it is in the
best interest of the	Departn	nent.

- 2. Call Back Pay:
  - Maintenance called to work outside and not consecutive with their assigned shift will be given a minimum of two (2) hours of straight time pay, or pay at the applicable rate for time worked, whichever is greater. Refer to Handbook of Personnel Policies.
- 3. Pay Period: All employees shall be paid every other Friday. If a payday falls on a holiday, the payday will be the day prior to the holiday. Employees will register with the Richland County payroll system (ESS) to retrieve their paycheck information.
- 4. Time Paid Employment Categories: A work day is defined as the equivalent of one (1) 7 3/4 hour shift. All paid time shall be considered time worked for the purpose of computing overtime.

Full-time: Employees working at least 9 days or 69.75 hours in a 14 day pay period in a designated full time position.

Part-time: Employees working at least six (6) days or 46.50 hours in a 14 day pay period in a designated part-time position.

Call-in: Employees who have less than six (6) scheduled shifts or 46.50 hours in a 14 day pay period in a designated call-in position.

Wages: Pay will be on an hourly basis. Any hours absent from work and not covered by a benefit day, will not be paid and a report forwarded to the Administrator, indicating such.

A person who posts to a new classification will be paid her/his existing rate or the hire rate of the new job, whichever is higher, for ninety (90) calendar days, after which she/he will be paid as if she/he had been assigned to the new classification on the day she/he was hired.

Shift Differential: Registered Nurses, Licensed Practical Nurses, Medication Aides Nursing Assistants, Personal Care Workers and Resident Assistants, except those employees whose positions are listed in section F 8 under the heading "Compensatory Time", and call-in RN's, LPNS, Medication Aides, and C.N.A.'s who receive hourly "premium pay" whose shifts begin at or after 2:00 p.m. receive a premium of \$1.50 per hour added to their base rate, and those whose shifts begin at or after 10:00 p.m. receive a premium of \$3.00 per hour added to their base rate. Maintenance Workers whose shift begins at or after 2:00 p.m. receive a premium of 25 ¢ per hour and if Maintenance Worker shift begins at or after 10:00 pm receive a 30 ¢ per hour premium, added to the base rate.

Weekend Differential: Registered Nurses, Licensed Practical Nurses, Medication Aides, Nursing Assistants, Personal Care Workers and Resident Assistants, except those employees whose positions are listed in section F 8 under the heading "Compensatory Time", and call-in RN's, LPN's, Medication Aides and C.N.A.'s who receive hourly premium pay, whose shifts begin at or after 2:00 p.m. receive for whose shifts begin on or after 10:00 p.m. Friday nights and whose shift extends to or until 10:00 p.m. Sunday will receive \$1.50 per hour premium in addition to their regular rate of pay. Maintenance Workers, Dietary, and Activity Aides will receive a forty cent (40¢) per hour premium in addition to regular rate of pay.

5. Accident and Injuries: All incidents and accidents involving employees or visitors will be reported immediately to a supervisor and an incident report completed and routed to the various depts. All employees are covered by Worker's Compensation Insurance.

Employees who are injured while on the job should report their injury to a nurse on duty immediately following the accident. Should the employee find it necessary to see a Health Care Provider, a "Request to Doctor" form must be hand carried by the employee to the provider at the time of the appointment. The employee should report to their supervisor if a Health Care Provider has been seen and return the "Physician Report on Injured Employee" form to the Business office. Late incident reports or failure to follow facility safety policies may result in disciplinary action.

6. Health Examinations: Each new employee shall be required to have a physician, licensed to practice medicine in the State of Wisconsin, certify that the individual is free of communicable disease and is physically able to perform the job with or without accommodation. Physical Therapy also screens employees for fitness for duty post job offer.

A two-step Mantoux skin test will be given at Pine Valley Mantoux was given if the results are negative. Every employee will receive a Tuberculosis Screening Questionnaire annually. Employees who have had a positive skin test will be required to complete an employee health Tuberculosis Screening Questionnaire annually. If the employee does not have any symptoms of the disease, they are not required to have a chest x-ray.

Failure to obtain the tuberculin test during the month that it is due will mean suspension from work until the employer receives verification that the employee has had a test.

7. Breaks: Employees working a full 7 3/4 hour shift will be entitled to one paid 20 minute coffee break per day. Employees working less than a 6 hour shift a day but at least 4 hours will receive a 10 minute paid break. Employees who work 6 or more hours will be scheduled for a 30 minute unpaid break.

Lactation Accommodation: To comply with state and federal laws regarding lactation breaks, it is the policy of this nursing facility to accommodate nursing mothers who desire to express breast milk. This will apply to willing mothers for children up to one year of age. Flexibility in scheduling this employee's breaks to accommodate the usual feeding times of the child will be considered. Pumping usually takes 15-20 minutes and may be needed 2-3 times during an 8-hours shift. If the activity will exceed the paid break times allowed by the facility, unpaid time may be used to complete the process. (Staff would need to punch out and punch back in when completed).

#### A. PROCEDURE:

- 1.) Employee will inform their supervisor if they wish to express breast milk during their work hours.
- 2.) A private place close to the employee's work unit will be mutually agreed upon for the activity to take place. Ways to ensure privacy during the activity will be mutually agreed upon by the employee and supervisor. (What the sign will say to limit other staff entry, provide a room with a lock on the door if possible, window covering, etc.)
- 3.) The selected room should have a table, chair, electricity and if possible, running water and close access to a refrigerator.
- 4.) Jokes or harassment based on this activity will not be tolerated.
- 5.) If the employee is not satisfied with the lactation arrangements, they should speak with their supervisor or the Human Resource Director.

8.	Leave of Abs	sence: The <u>Cou</u>	<u>ınty</u> Administrato	or has authority t	to grant empl	oyees a leave of
	_absence	witho	out pay for up to s	ix months when	justified. Lea	ive of absence
may be		extended for	r an			
	A additional	six months if	authorized by the	County Admini	strator. Each	
request will	be considered	on		•		
	–its own meri	t with weight g	given to the empl	oyee's work		record and the
needs of the		facility. Refer	r to County handl	book Leave of Al	sence.	

Temporary employees who may have been hired to fill the temporary vacancy caused by an employee leave and later are considered for full-time employment will have the time spent in the temporary capacity counted as satisfying the probationary period or any part thereof, providing the services rendered by the temporary employee warrants consideration for full-time employment.

Employees returning to work from a leave of absence that was medically related or from an absence related to a work related injury or illness, must obtain a physician's statement indicating the employee is substantially available for work. Employees do not generate vacation, sick leave or any other benefit during non-paid leaves of absence.

Employees who are off work for a job related injury must obtain a physician's statement indicating the employee is substantially unavailable for work. They shall be required to continue to bring these statements to their supervisor until they return to work.

Employees must exhaust all paid benefit time prior to starting unpaid leave.

9. Flexible Work Schedule: A flexible work schedule may be arranged by mutual agreement

between employee and department head.

- 10. Length of Service Pine Valley recognizes length of service based on date of hire. In considering schedules, layoffs, transfers, promotions and filling vacancies, the facility will make the decision based on what is best for the facility. Length of service will be one item considered but may not be the determining factor. Selection of applicants to fill job vacancies or new positions shall be determined by the employee's skill, ability and experience. Length of service shall, upon completion of the probationary period, begin with the original date of hire.
- Performance Evaluations: All staff shall be evaluated 3 months after hire and prior to 11. completing their probationary period staff must accrue 468 hours of actual work or be employed for three months to pass probation, whichever is greater. This will allow for review by the Administrator and Department Head for: successful completion of probation, need to extend probation, or need to terminate employment. Staff will then be evaluated 3 months from the probationary evaluation, and ongoing on an annual basis. Evaluations forms used will be based off of Pine Valley's template and are specific to the employee's job description. The Pine Valley Administrator will be evaluated by the Pine Valley Board of Trustee County Administrators. Pine Valley Department Heads will be evaluated by the Pine Valley Administrator. Department Heads will evaluate their staff. R.N. Managers will evaluate licensed staff. Licensed staff will evaluate nursing assistants. The Performance Appraisal is a tool to clarify work standards, view level of performance, and evaluate: job knowledge, attendance, punctuality, quality and quantity of work, adaptability, judgment and interpersonal relationships. The purpose of the evaluation is to acknowledge strengths and identify weaknesses which need to be corrected. The worker's overall performance should be ——improved as a result of the evaluation.

#### 12. Personnel File:

Inquiries regarding employees should be directed to the <u>Pine Valley</u> Human Resource—Director or Department Head. The facility will not disclose confidential information about any employees unless written permission is granted and then information will only be disclosed on the "need to know" basis. Employees seeking to establish credit and using the facility as a reference should inform their prospective creditor that any request of information must be submitted in writing or request will be denied. Personnel records are confidential and will not be made available to any other employee or outsider. The <u>Pine Valley</u> Administrator, as legal custodian of the records, will insure that only those in need of official information in conjunction with employment will have limited access to information.

13. Time Clock and Badges: Employees ID Badge is used for access into the facility and is used to punch the time clock. The ID Badge is also used for access to various areas of the building based on the employee's job title .It is the employee's responsibility to keep this badge secure and employee must notify their supervisor or the payroll clerk immediately if their badge is misplaced or lost or if occurs during non-business hours call Richland County MIS Director at 608-649-5922. If for any reason the employee must have his/her time validated, the immediate Supervisor, Department Head or <a href="Prine Valley">Prine Valley</a> Administrator must approve the entry. Personnel will not clock in more than seven

minutes prior to their scheduled period of work or over seven minutes after completion of work unless approved by the <u>Pine Valley</u> Administrator, Department Head or their designated representative.

#### F. Compensation and Fringe Benefits for Full and Part-time Employees

Call-in employees do not receive fringe benefits, except as noted.

- 1. Health Insurance: See County handbook/policy.
  - The employer shall provide health insurance coverage for employees who are on Worker's Compensation for a period of one year, or medical leave of absence for a period of six (6) months. Request for leaves of absence must be in writing and directed to the <a href="Pine Valley">Pine Valley</a> Administrator. The <a href="County">County</a> Administrator may extend an employee's leave of absence an additional 6 months. No employee will be granted a leave of absence in excess of one year. Employees must exhaust all benefit time prior to starting unpaid leave. The employee shall pay its normal premium contribution. The insurance may be continued by an employee on an authorized extended or non-qualifying leave of absence if permitted by the insurer, with the employee paying the total premium. The employee would contact the County <a href="Administrator Clerk">Administrator Clerk</a>'s office to find out the premium due date, and then submit the premium to the County <a href="Clerk">Clerk</a>'s Administrator's office.
- 2. Dental Insurance refer to Handbook of Personnel Policies
- 3. Retirement Plan refer to Handbook of Personnel Policies
- 4. Life Insurance refer to Handbook of Personnel Policies
- 5. Section 125 Flex refer to Handbook of Personnel Policies
- 6. Holidays:
  - Paid holidays for regular employees, including probationary employees are as follows: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Full-time employees receive three personal holidays and part-time employees receive one day & half day personal holiday. Staff must satisfactorily complete the probationary period to be eligible for personal days.
  - a. To qualify for holiday pay, employees must work all regularly scheduled work time for one scheduled work day immediately preceding the holiday and one scheduled workday immediately following the holiday, unless on an excused absence or vacation.
  - b. Regular full-time employees will be paid straight time for holidays not worked. If they work on the holiday, they receive time and one half (1 ½) in addition to their straight time.
  - c. Regular part-time employees will be paid half-time for holidays not worked. If they work on the holiday, they receive time and one half in addition to their straight time.
  - d. Hours Worked on a Holiday: If the majority of an employee's hours worked fall on a holiday, then the employee's entire shift shall be considered as paid time for computation of holiday pay. Holiday pay for night staff shall be the night shift before the holiday.
  - e. Call-in employees will receive time and one half in addition to their straight time for all hours worked on a holiday.
  - f. A personal holiday cannot be taken on the day that any other paid holiday is observed and to receive pay the employee must be off the day that they request as their personal holiday.

- g. The Employer will give a written response to a request within thirty (30) days of the submission of the request. If a personal day is approved and the employee is later called in to work on that day, the personal day will be treated as if it were a fixed holiday.
- h. Personal holidays need to be used in the calendar year or they are forfeited.
- i. Holidays Falling On Weekends, Employees off day: Employees who do not usually work weekends, will receive compensation time, equivalent to straight time, and may use the holiday up to 30 days after the holiday.
- j. Employees may observe special religious holidays by submitting their request through their immediate department head. Time off may be granted on a non-pay status, providing the time scheduled will permit such an absence. Requests should be made at least three (3) weeks prior to the anticipated holiday.
- k. Holidays Falling During Vacation or Sick Leave: If any of the above listed holidays falls during time taken as paid vacation or paid sick leave, such holiday shall not be charged against accumulated vacation or sick leave.
- l. Employees on lay-off do not receive holiday pay.
- 7. Bereavement: See County Handbook/Policy
- 8. Compensatory Time Pine Valley offers compensatory time for employees in the positions listed below. Compensatory time may be accrued up to a maximum of 40 hours. Once this plateau has been reached, further compensation time will not accrue unless the balance falls below 40 hours, except with the approval of the Pine Valley Administrator. Compensatory time is accumulated only with the Department Head's prior approval in each instance. Any eligible time over an accumulated 40 hours per year of compensatory time must be paid out. Compensatory time not taken by separation date will be paid.

Compensatory time is accumulated at the rate of one and one-half hours of compensatory time for time worked over 8 hours per day or 80 hours per pay period for the following positions.

Director of Nursing
Nursing Supervisor
Nursing Administrator Assistant
Nurse Managers
Director of Activities
Social Workers
Food Service Supervisor
Maintenance Supervisor
Administrative Assistant
Human Resource Director
Medical Records Supervisor/Manager of Information Systems
Clerical Assistants
Fiscal Clerks

Pine Valley Administrator is not eligible to receive compensatory time and is exempt from the provisions of Fair Labor Standards Act.

- 9. Overtime Employees eligible for overtime pay will be paid at a rate of time and one half for all hours worked over 8 hours per day or 80 hours in a pay period Overtime must be approved in advance by the employee's supervisor and an overtime slip completed.
- 10. Sick Leave The purpose of sick leave is to protect the employee from financial hardship due to prolonged illness or accident. All regular full-time employees shall be entitled to sick leave with full pay based on the basis of one (1) working day for each complete month of service. Part-time employees shall receive one-half working day for each complete of month of service. Sick leave is to be used by County employees when the employee or a member of his or her family is disabled by sickness or, in case of the employee, is sufficiently disabled by sickness to be unable to attend to their county employment. Sick leave may also be used by the employee to attend medical appointments for themselves or for their immediate family (spouse or children) if eligible for family medical Leave. Sick leave cannot be used in less than one half (1/2) hour increments. Inappropriate use of sick leave may result in disciplinary action up to and including termination of employment. (See Absenteeism Policy) Accrued Sick Leave: See County Handbook/Policy.

Sick leave earned in other Richland County employment will carry over into this unit.

Employees absent from work for a period of three days or more may be required to visit a physician and obtain at that time a certificate from a physician licensed to practice medicine in the State of Wisconsin that they are physically able to fully perform all of their assigned duties before they will be permitted to work again. The <a href="Pine Valley">Pine Valley</a>
Administrator reserves the right to demand a physician's certificate after one day of absence if the employee has a record of frequent absences due to illness.

#### Days in Bank

When and if an employee maintains at least 24 sick days for a 12 month calendar year, that employee may also be paid for half of the sick leave not used, but accrued during that 12 month calendar year. The maximum number of days paid at the end of a 12 month period will not exceed six. Sick leave payment for those employees eligible and desiring to be paid will be made during the month of January each year for the previous 12 months ending December 31.

Part time earn ½ day per complete month of service.

Authorization may be given to use up to three (3) days of earned sick leave for each immediate family illness. Use of over three (3) days of earned sick leave for immediate family illness must be approved by the Pine Valley Administrator.

"Immediate Family" shall constitute spouse, children, sister or brother of employee and mother or father of the employee and mother or father of the spouse. Eligibility is determined by the number of days the employee has accumulated in the bank and the circumstance.

Pregnancy – maternity/paternity leave: Absence from work by a County employee for pregnancy – maternity/paternity leave is considered sick leave. To the extent that the employee exhausts their sick leave eligibility, leave of absence shall be granted in accordance with the Handbook of Personnel Policies.

Workers Compensation – In the event an employee suffers an injury or illness in the course of performing his/her duties, the employee may use accumulated sick leave to make up the difference between what the employee receives from Worker's Compensation payments and his/her regular pay. The employee using sick leave under this section will be charged only for the portion of a full day's sick leave needed to supplement Worker's compensation to equal the employee's full day's pay.

Voluntary Sick Leave Donation: See County Handbook/Policy.

Unused Sick Time: See County Handbook/Policy.

11. Vacation – Shall be accrued based upon years of service and may be used after the employee has successfully completed the first six months of employment. Staff must satisfactorily complete the probationary period to be eligible for vacation days. Vacation benefits are accrued at the following rates. Maximum accumulation for each year of service is indicated in the full-time column.

Years	Full-time	Part-time	OR (whichever is greater)
6mo	5 days	2.5 days	1 day/403 hrs compensated
1 Yr	5 days	2.5 days	1 day/403 hrs compensated
2 Yrs	10 days	5.0 days	1 day/201.5 hrs compensated
6 Yrs	15 days	7.5 days	1 day/134 hrs compensated
12 Yrs	20 days	10.0 days	1 day/101 hrs compensated
<b>23 Yrs</b>	25 days	12.5 days	1 day/ 81 hrs compensated

Vacation requests for two days or more shall be submitted thirty (30) days in advance. Vacation requests shall be dated and presented in writing on appropriate forms or online through our payroll software (Kronos) and approved by department head or supervisor. Vacation shall be scheduled on a first come, first serve basis. If a conflict arises between two (2) or more employees concerning dates, the employee whose request was made first will be favored.

All vacation time shall be taken in no less than one two (2) hour increments and must be used within 18 months following the employee's anniversary date. Vacation time not taken in accordance with this paragraph is forfeited. Employees or beneficiary, upon retirement, early retirement, death or termination of employment, will be paid for vacation previously earned and not received for the current year on a pro-rated basis.

SEE COUNTY HANDBOOK FOR RESIGNATION/ RETIREMENT NOTICE.

- 12. Family and Medical Leave Pine Valley will administer Family Medical Leave in accordance with the County Policy.
- 13. Symons Complex Employee Privileges refer to Handbook of Personnel Policies
- 14. Military Leave Pine Valley will administer Military Leave in accordance with the County Policy.

#### G. Rules of Conduct

- 1. Department Heads' Responsibility refer to Handbook of Personnel Policies
- 2. Grounds for Termination or Suspension Rules prohibit the following by employees:
  - 1. Theft of property belonging to Pine Valley Community Village, or a resident, visitor or another employee.
  - 2. Alcohol or drug use on the job or being under the influence of alcohol or drugs while on the job.
  - 3. Possession of a dangerous weapon on nursing facility premises.
  - 4. Disclosing confidential Protected Health Information (PHI) to unauthorized persons or to any employee who does not have a "need to know" based on what is required to do their job. Breach of confidentiality.
  - 5. Willful damage to facility property.
  - 6. Insubordination.
  - 7. Disorderly or immoral conduct in or around the facility.
  - 8. Falsification of employment applications.
  - 9. Conviction for the violation of a criminal law.
  - 10. Falsification of nursing facility records.
  - 11. Conduct endangering the welfare of a resident or another employee, or facility property.
  - 12. Influencing or inducing a resident to make a gift or bequest to an employee, to the facility or solicit gratuities.
  - 13. Violation of the Residents Bill of Rights.
  - 14. Smoking on facility grounds, includes use of e-cigarettes.
  - 15. Failure to obtain permission from the Supervisor to leave job or premises during working hours.

- 16. Punching or swiping another employee's time card or badge or requesting another employee to punch or swipe your time card.
- 17. Un-excused Absence.
- 18. Failure to follow safety practices or policies or personnel handbook.
- 19. Sleeping on duty or unavailable/engaged while on duty.
- 20. Unauthorized posting or removal of bulletin board items.
- 21. Unauthorized distribution of literature.
- 22. Unauthorized solicitation in or around the nursing facility premises.
- 23. Organization of activities for any group or groups on the nursing facility time and premises without permission of the Administrator.
- 24. Wearing of unauthorized buttons or badges, wearing printed t-shirts with offensive & inappropriate message.
- 25. Failure to report an accident or injury.
- 26. Excessive absenteeism/tardiness six (6) or more occurrences of illness in the past 12 months for full-time employees and five (5) or more occurrences of illness for part-time employees, except for unusual circumstances, shall be considered excessive.
- 27. Refusing to report for a physical, laboratory test or x-rays when requested by the <a href="Pine Valley">Pine Valley</a> Administrator of the Nursing Facility.
- 28. Unsatisfactory work performance as based upon the employee performance evaluation.
- 29. Failure to follow supervisor's directions.
- 30. Repeated failure to be at the work station ready to work at the starting time.
- 31. Criticism of a fellow employee of the facility in front of a member of the public or another employee of the facility while on duty.
- 32. Stopping work before time specified or overstaying rest or lunch periods.
- 33. Failure to follow facility parking restrictions.
- 34. Use of facility telephone for personal calls without permission of supervisor. Failure to report personal long distance calls & failure to reimburse the facility for toll calls.

- 35. Violation of the County's Code of Ethics Resolution, which states as follows: No Department Head or County employee shall:
  - a. Use or attempted use of his/her position to secure any preferential or unlawful rights or advantages for himself/herself or others.
  - b. Having a financial or other personal interest which is in conflict with the proper discharge of his/her duties.
  - c. Disclosing or using confidential information concerning Richland County to promote a private financial interest.
  - d. Accepting any substantial gift, in any form, from a person who has business dealings with Richland County.
  - e. Inappropriate use of sick leave can result in termination of employment. All accrued sick leave is lost when employment ceases except after retirement, death or early retirement. Upon death or retirement according to ETF guidelines, an employee or beneficiary shall receive payment unused sick leave up to a maximum of sixty (60) days.
- 36. Elimination of job due to reorganization or lack of work.
- 37. Elimination of job that has sunset per County Board Resolution.
- 38. Violation of the above rules may result in discipline up to and including discharge at the discretion of the <u>Pine Valley</u> Administrator, depending upon the severity of the infraction.
- 39. When an employee's conduct is considered to be cause for disciplinary action his/her Supervisor will inform him/her verbally or in writing.
- 40. The employee will sign the notice and receive a copy. One copy will be retained by the employee and another will be placed in the employee's personnel file.
- 41. Grievances: Refer to Handbook of Personnel Policies.
- 3. Sexual Harassment Policy refer to Handbook of Personnel Policies. Sexual harassment of any kind will not be tolerated. All employees must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the work place is free from sexual harassment at all times.
- 4. Violence in the Workplace refer to Handbook of Personnel Policies and facility Policy.
- 5. Grievances: See County Policy

#### H. Procedures for Hiring, Disciplinary Action, Suspensions, Dismissal and Layoff

- 1. Hiring:
  - a. The Human Resource Director shall advertise a vacant position as appropriate and interview prospective candidates.
  - b. Reference checks are completed as provided by the candidate.
  - c. Any prospective employee requiring a license or certificate to perform their duties shall show evidence of such before beginning work and when the license is renewed. A copy is placed in the personnel file.

- d. No one under the age of 18 years of age will be employed without a work permit.
- e. Each position has a corresponding written job description of the duties for that position. Each employee receives, signs and dates a copy of their job description and the copy is maintained in the personnel file.
- f. Each new employee will be required to have had a thorough orientation to their position and shall be required to complete and sign an orientation checklist indicating that they received and understand this information.
- g. A minimum of 468 hours worked in no less than the first three months of employment, shall constitute a probationary period for all employees, if their services has been completed in a satisfactory manner per the written evaluation. Evaluations are completed by the employee's supervisor at 3 months and 6 months and annually thereafter. No inference is to arise from the terms probation or probationary period, that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.
- h. The Department Head in whose Department the vacancy exists, shall interview those applicants who appear from their written applications to be qualified for the job.
- i. Skills testing may be required for some positions specific to job requirements.
- j. Applicants will complete Pine Valley's application which is available at the reception desk or online at: <a href="https://www.co.richland.wi.us">www.co.richland.wi.us</a>
- 2. Temporary Vacancies Temporary vacancies when filled by current staff will be paid at the pass probation job rate for the position filled. If limited term employees are hired they shall be paid and hired according to County Handbook of Personnel Policies.
- 3. Probation Period: The purpose of the probation period is merely to require that the job performance of all employees who are new to a County position is reviewed within a fixed period from the employee's start of work in any position. The purpose of this initial review is to determine:
  - 1. If the employee is to continue in the position in regular status, or
  - 2. If the employee's employment in the position is to be terminated. No inference is to arise from the use of the terms "probation" or "probation period" that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.

Probationary employees may be disciplined and terminated without recourse. Employees are probationary for three months or 468 hours of actual work, whichever is greater. If still employed after such probationary period, their length of service shall date from the first day of hire. Successful completion of the probationary period will be determined by the department head with the Pine Valley Administrator's approval.

Successful completion of the probationary period will be determined by the department head with the <u>Pine Valley</u> Administrator's approval.

Any employee's probationary period can be extended up to a maximum of an Additional six months. This decision will be made by the <u>Pine Valley</u> Administrator. Employees whose probationary periods are extended are not eligible to receive

their post-probation salary increases until the end of their probationary period, as extended. Employees whose probation has been extended shall be notified in writing prior to the end of their probationary period. Prompt notification shall be given to the <u>County Administrator's</u> office regarding the status of the probationary employee.

Probationary employees may be terminated at any time at the discretion of the Employer. Discharges during the probationary period shall not be subject to the grievance procedure.

- 4. Reclassification refer to Handbook of Personnel Policies
- 5. Dismissal or Suspension: If it is necessary to dismiss or suspend an employee, a notice in advance will be given as follows:
  - a. The Department Head shall discuss all problems relating to the employee's job performance with the employee. In cases in which continuation of the unsatisfactory performance could lead to suspension and/or termination, the Department Head shall give the affected County employee written notice if possible, of the nature of the problem relative to the County employee's job performance.
- b. All employee concerns shall be presented to the employee's Department Head.

  Concerns shall be presented in writing within five (5) scheduled work days of the alleged concern and shall be acted upon by the Department Head within five (5) working days. Employees who are dissatisfied with the Department Head's written response may then present their concern in writing to the Pine Valley Administrator——who shall have five (5) working days from receipt of concern to act \_\_\_\_\_\_upon the——\_concern.
  - c. Employees who are dissatisfied with the <u>Pine Valley</u> Administrator's written response shall have two weeks from the date of receipt of the Administrator's response to appeal to <u>Pine Valley Community Village Board of Trusteesthe County Administrator</u>, by filing a written statement of the concern and the Board will act on it at their next meeting with notice to the concern. Concerns by employees against their Department Head shall be presented in writing by the employee, directly to the <u>Pine Valley</u> Administrator and then the process would proceed as outlined above.

Termination/Layoff/Reduction of Hours due to Lack of Work: Whenever it becomes necessary either due to low census, need for economy, reorganization of work or change in need for staff or hours, employees may experience a reduction in hours, loss of position or change in position. Employees may be laid off, terminated or have hours reduced or their position changed according to the needs of the facility. The nursing home reserves the right to terminate any employee for unsatisfactory service, without notice, at any time during the three month (468 hours) probationary period. Employees separated for violations will receive pay to the time of dismissal only, and any unused accumulated vacation time.

- 6. Non-disciplinary Termination/Layoff refer to Handbook of Personnel Policies
- 7. Complaints Procedures Refer to Handbook of Personnel Policies

#### I. Reimbursement

- 1. Lodging refer to Handbook of Personnel Policies
- 2. Meals refer to Handbook of Personnel Policies
- 3. Mileage refer to Handbook of Personnel Policies
- 4. Other Expenses refer to Handbook of Personnel Policies
- 5. Registration Fees refer to Handbook of Personnel Policies
- 6. Expense Vouchers refer to Handbook of Personnel Policies
- 7. Employees who attend conferences or seminars out of the County for professional or employment-related training for certification and who leave County employment within 1 year after the training must reimburse the County for all expenses incurred by the County relative to that conference or seminar, excluding salary or wages. The County will deduct the amount due under this paragraph from any compensation owed to the employee after the County has received the employee's notice of separation or retirement.

#### J. Miscellaneous Personnel Provisions:

- 1. Change of Address or Status refer to Handbook of Personnel Policies
- 2. Official County Bulletin Board refer to Handbook of Personnel Policies
- 3. Employee Bulletin Board refer to Handbook of Personnel Policies
- 4. Equipment refer to Handbook of Personnel Policies
- 5. Telephone Policies Employees will refrain from using the telephone for personal matters except for an emergency. Long distance calls for other than official business of the facility will not be permitted.
- 6. Notification of Absence Employees are expected to notify their immediate supervisor or designee, when unable to report to work for any reason. Having relatives call for the employee is unacceptable. The employee should give as much advance notice as possible for any absence. A minimum of one hour is required according to our Absenteeism Policy.
- 7. Weather Conditions If employees are unable to report to work due to weather conditions they should notify their Supervisor. If weather conditions improve employees should call in to see if they should report to work. Days missed due to weather conditions, will be taken as vacation, personal day, sick day, or without pay if a paid benefit day is unavailable.
- 8. Jury Duty Jury Duty: Employees shall be excused with full pay for jury duty. Any compensation for such duty shall be paid to the county. Employees not selected as jurors for a case shall report promptly back to their work station.
- 9. Ambulance or Fire Department Volunteers refer to Handbook of Personnel Policies
- 10. Break Room refer to Handbook of Personnel Policies
- 11. Credit Union/Deferred Compensation refer to Handbook of Personnel Policies
- 12. Use of Computers, Software & Internet Employees are required to adhere to Pine Valley's Policies on the use of the facility computers and software and the use of the internet, as defined in the Facility Policy and Procedure book.
- 13. Picture Identification Badge All staff shall be issued a picture identification badge by the Centralized IT Department. Time Badges are required for all employees, except the Administrator. Employee will use their time badge to swipe in at the start of their shift and out at the end of the shift. Employees will not swipe in earlier than seven minutes prior or out more than seven minutes after their shift ends. Employees will swipe out and in for lunch if they leave the facility.
- 14. Training Opportunities Inservice Education: Employees are required to attend inservice programs at the request of the Administrator or their particular department. It

is the employee's responsibility to record each inservice on their index card in the inservice file box. Certified Nursing Assistants are required to have 12 hours of inservice education annually. An employee who is unable to attend a required inservice has 30 days to view the video tape. All inservices are video taped except the fire inservice. Employees are required to attend the fire inservice and all other inservices required by the department head or administration

- 15. Gifts or Gratuities refer to Handbook of Personnel Policies
- 16. County Workspaces and Personal Property refer to Handbook of Personnel Policies
- 17. Parking: Employees are to park in the lower level parking lot.
- 18. Service Awards: Employees who have given five or more years of service to Pine Valley Community Village will be recognized. They are given recognition in five year intervals beginning with the fifth year of employment.
- 19. Suggestion box: This box is located in the employee break-room for employees to place ideas or suggestions. Please sign so we can discuss idea/suggestion with the appropriate person.
- 20. Professional Ethics
  - 1. All information concerning the condition or well being of a resident is considered confidential and shall not be disclosed by an employee. Requests for information shall be referred to the Administrator, Director of Nursing, Social Worker, or licensed nursing staff.
  - 2. Information regarding the resident's diagnosis and treatment will be made known to employees on a "need to know" basis only. Employees will not be permitted to review resident medical charts or doctor's orders unless they have a specific need to have chart information in their daily care of the resident. Disclosure of such information by an employee may be grounds for immediate dismissal and perhaps legal action as well (refer to HIPAA policies).
  - 3. No one shall abuse any resident. This includes the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish. This also includes failure to provide goods and services necessary to avoid physical harm, mental anguish, or mental illness and deliberate misplacement, exploitation, or wrongful temporary or permanent use of a resident's belongings or money without the resident's consent. Anyone found guilty of such action will be subjecting themselves to immediate dismissal and could be fined or imprisoned.
- 21. Mail: All mail will be delivered to the Receptionist Office. Employees should have their personal mail addressed to their residence. Incoming and outgoing mail belonging to the residents shall not in any way be tampered with except on written notification of the resident or guardian.
- 22. Resignation: Resignations must be submitted in writing two weeks prior to the last day of work for all employees with the exception of Department Heads and Licensed Personnel who shall be required to give thirty days notice.
- 23. Smoking Regulations: Employees are not permitted to smoke on the grounds. Employees who smoke must punch out and leave the premises to do so.

- 24. Fire & Disaster Plan: Plans are located near each fire alarm box. Employees are oriented to the fire and disaster plans upon hire and this information is reviewed annually at an inservice. Drills are conducted on a regular schedule to insure that employees are familiar with these plans.
- 25. Security: Building security is the responsibility of the maintenance department or the nurse in charge in the absence of the maintenance personnel. All exit doors are locked from 9:00 P.M. each evening until 7:00 A.M. the following morning. Entry can be made by staff with the use of their photo ID badge.
- 26. Lost and Found: The nursing facility cannot be responsible for personal articles lost, stolen or damaged on the premises. Lost and Found items are kept at the switchboard.

This is to certify that I have received my personal copy of Pine Valley Community Village Employee Manual and Resident Bill of Rights and have read and understand the policies, practices, rules and regulations contained therein.

I understand the above is a condition of my employment.

Name				
Date				

# Richland County Sheriff's Department

Addendum to the Richland County Employee Handbook of Personnel Policies and Work Rules

The Policies contained herein may be amended, changed, deleted, withdrawn or suspended at any time in the County's discretion.

Effective: January 2012 Amended June 19, 2018; pending October 27, 2020 This addendum has been prepared as a supplement to the Richland County Handbook of Personnel Policies as it relates to unrepresented employees of the Richland County Sheriff's Department. In the case of a direct conflict between the Handbook and this addendum, this addendum shall control.

**Introduction** - Refer to Handbook of Personnel Policies



#### **Extent of Handbook**

1. The Finance and Personnel Committee shall have jurisdiction over all personnel matters relating to unrepresented County employees of the Richland County Sheriff's Department except those which are delegated to the Law Enforcement and Judiciary Committee of the County Board, County Ordinance or listed in this Addendum.

**Management Rights** – refer to Handbook of Personnel Policies

**Equal Opportunity Policy** – refer to Handbook of Personnel Policies

#### **Terms and Condition of Employment**

- 1. Office Hours refer to Handbook of Personnel Policies for normal sheriff's department administration office hours. In addition, sheriff's patrol and jail/dispatch is a 24/7 operation.
- 2. Outside Employment refer to Handbook of Personnel Policies. In addition, Outside employment of sheriff's department personnel shall be with the approval of the Sheriff and existing sheriff's department work rules and policies and procedures.
- 3. Pay Period refer to Handbook of Personnel Policies
- 4. Time Paid refer to Handbook of Personnel Policies
- 5. Accidents and Injuries refer to Handbook of Personnel Policies
- 6. Health Examinations refer to Handbook of Personnel Policies
- 7. Breaks The language in the Handbook of Personnel Policies does not apply to sheriff's department personnel.
- 8. Leave of Absence refer to Handbook of Personnel Policies, in addition Upon written application, an employee may be granted a personal leave without pay for up to thirty (30) days at the Sheriff's discretion based on the nature of the request. Extensions may be granted at the option of the <a href="Personnel/Finance CommitteeCounty Administrator">Personnel/Finance CommitteeCounty Administrator</a> following the Handbook of Personnel Policies.
- 9. Flexible Work Schedule refer to Handbook of Personnel Policies
- 10. Length of Hire refer to Handbook of Personnel Policies
- 11. Performance Evaluations
  - a. Annual performance appraisals are completed on each employee. The Sheriff shall supervise and approve all appraisals. Each supervisor is responsible for conducting evaluations of his or her immediate staff. The performance appraisal is a tool to clarify work standards, review level of performance, evaluate job knowledge, attendance, punctuality, quality, quantity, adaptability, judgment and interpersonal relationships.

The purpose is to acknowledge strengths and detect weaknesses to improve upon or correct. The goal is enhance and improve the employee's overall performance as a result of the annual review.

- 12. Personnel File refer to Handbook of Personnel Policies
- 13. Time Cards (Timekeeping) refer to Handbook of Personnel Policies for timekeeping concepts. The sheriff's department does not use time cards.

#### **Compensation and Fringe Benefits**

- 1. Health Insurance refer to Handbook of Personnel Policies
- 2. Dental Insurance refer to Handbook of Personnel Policies
- 3. Retirement Plan refer to Handbook of Personnel Policies
- 4. Life Insurance refer to Handbook of Personnel Policies
- 5. Section 125 Flex refer to Handbook of Personnel Policies
- 6. Holidays refer to Handbook of Personnel Policies for listing of sheriff's department holidays. In addition,
  - a. The computation of the hourly rate of pay for holiday pay shall be as follows: Any employee required to work on a holiday, the employee will receive seventeen (17) hours of straight time pay in addition to his/her regular salary, for a total of twenty-five and one-half (25½) hours straight time pay for the day. If a holiday falls on an employee's scheduled day off, the employee will receive eight and one-half(8½) hours of straight time pay in addition to the employee's regular salary for a total of seventeen (17) hours straight time pay for the day. To receive holiday pay, the employee must work the hours scheduled for the week during which the holiday falls, unless on paid sick leave or other leave with pay or excused for proper reasons beyond the employee's control. Holidays will be observed on the actual day of the holiday, except that those employees regularly scheduled to work Monday through Friday shall observe holidays pursuant to state policy.
- 7. Bereavement Leave refer to Handbook of Personnel Policies
- 8. Compensatory Time refer to Handbook of Personnel Policies, In addition
  - a. The 24 hour threshold listed in the Handbook of Personnel Policies shall be 25.5 hours for sheriff's department employees working a 6 on 3 off schedule. The 40 hours per week language does not apply to sheriff's department employees working a 6-3 schedule. Comp time is earned outside the normal 8.5 hour shift and outside the normal 6 day on and 3 day off schedule.
  - b. Sick leave comp earned prior to January 1, 2012 will be honored. No sick leave comp accrual after January 1, 2012.
- 9. Overtime refer to Handbook of Personnel Policies. In addition,
  - a. **Jailer/Dispatchers:** Overtime may be assigned to employees who are on the current or the following shift. Overtime shall be split between the employee on the current shift and the following shift unless the overtime is an extension of the shift due to workload. If employees are unable to work overtime it will be offered to other employees according to length of service, with employees having the longest length of service being offered first.
  - b. Overtime is any hours beyond the regular 6-3, 8.5 hour schedule. Overtime is paid at the rate of one and one half the employee's straight time hour rate. The sheriff must

authorize all overtime, except in his/her absence, overtime may be authorized by a command staff supervisor.

c. **Office Manager and Clerk/Typist:** Overtime starts after 40 hours of work.



- 10. Sick Leave refer to Handbook of Personnel Policies. In addition,
  - a. In order for an employee to be eligible for sick leave, the employee shall report his/her sick leave prior to the start of his/her shift, unless circumstances prevent him/her from doing so.
  - b. When an employee is scheduled to work on a holiday and the employee is absent due to illness under this article, the employee shall receive, in addition to eight and one-half (8½) hours of holiday pay, one day's sick leave at the employee's regular straight time hourly rate. The total pay to an employee under this section shall be eight and one-half (8½) hours of straight time pay in addition to his/her regular salary for a total of seventeen (17) hours straight time pay for the day. A day of sick leave will be deducted from the employee's accumulated sick leave.

#### 12. Vacation – refer to Handbook of Personnel Policies. In addition,

- a. Each regular full-time employee shall receive one (1) week's vacation with pay after one (1) year of employment; two (2) weeks' vacation with pay each year after two (2) years of employment; three (3) weeks' vacation with pay each year after six (6) years of employment; four (4) weeks' vacation with pay each year after twelve (12) years of employment; five (5) weeks' vacation with pay each year after twenty-three (23) years of employment. An employee's vacation eligibility shall be based on the employee's anniversary date of employment. The number of employees on vacation within a given classification at any given period shall be determined by the sheriff. On November 1 of each calendar year there shall be posted a vacation schedule for the following calendar year. All employees shall sign the posting by November 30, selecting their vacation on the basis of those who are hired first have first pick. If employees do not sign the vacation posting schedule by November 30 of any year, remaining vacations shall be scheduled on a first come, first serve basis. Changes in the vacation schedule may be made with fourteen (14) calendar days advance notice to the sheriff and with mutual agreement of the sheriff, provided no other employee's vacation schedule is affected. Vacation pay shall be based upon a normal work week, and shall be taken in unit periods of not less than one (1) week, except upon approval of the sheriff. All efforts will be made to schedule vacations for the employees covered by this addendum so that such employees receive a normal work week off for each week of vacation. Employees who work less than 80% of scheduled hours during the year preceding vacation, shall receive prorated vacations based upon time worked. Vacation must be used within 18 months following the employee's anniversary date. Vacation time not taken in accordance with this paragraph is forfeited. It is understood that a week's vacation shall be six (6) work days pay for each week of vacation.
- b. Employees who terminate their employment or who are laid off due to lack of work will be paid for vacation previously earned and not received for the current year up to and including the date of termination on a prorated basis.
- c. When a holiday falls during an employee's vacation week, the employee will receive eight and one-half (8½) hours of straight time pay in addition to his/her regular for a total of seventeen (17) straight time hours. A day of vacation in this case will not be deducted from the employee's accumulated vacation. The additional eight and one-half (8½) hours of pay shall be computed using the following:

- 13. Family and Medical Leave refer to Handbook of Personnel Policies
- 14. Symons Complex Employee Privileges refer to Handbook of Personnel Policies
- 15. Military Leave refer to Handbook of Personnel Policies

#### **Rules of Conduct**

- 1. Department Heads' Responsibility refer to Handbook of Personnel Policies
- 2. Grounds for Termination or Suspension refer to Handbook of Personnel Policies
- 3. Sexual Harassment Policy refer to Handbook of Personnel Policies
- 4. Violence in the Workplace refer to Handbook of Personnel Policies

#### **Hiring and Employment Considerations**

#### 1. Hiring:

- a. The Sheriff's Department will follow the hiring procedures detailed in County Ordinance 89-7. Two eligibility lists will be kept to fill full time vacancies, one for the jailer/dispatch position and one for the road patrol/task force deputy positions.
- 2. Temporary Vacancies- refer to Handbook of Personnel Policies

#### 3. Probation Period:

a. All newly hired employees shall serve a twelve (12) month probationary period. During said probationary period employees shall be subject to dismissal without cause or prior notice or recourse to the county's complaint procedures. If still employed after such probationary period, their hiring shall date from the first day of hire. An employee who successfully completes his/her probationary period shall receive sick leave, holiday and vacation benefits from his/her first day of hire, and will receive insurance benefits as soon as permitted by the insurance carrier. A probationary employee receives holidays and sick time during the probationary period.

Employees who are promoted within their classification must also be required to serve a three (3) month probationary period in the position to which they are promoted. If the employee does not complete the probationary period satisfactorily, he/she shall return to his/her former position with all rights unimpaired. However, they shall not be subject to discharge without the right of the county's complaint process.

- b. refer to Handbook of Personnel Policies
- c. refer to Handbook of Personnel Policies
- d. refer to Handbook of Personnel Policies
- 4. Reclassification refer to Handbook of Personnel Policies
- 5. Dismissal or Suspension- refer to Handbook of Personnel Policies
- 6. Non-Disciplinary Termination/Layoff refer to Handbook of Personnel Policies

<sup>\*</sup>In addition sheriff department employees need to refer to Richland County Sheriff's Department Work Rules and policies and procedures regarding Sexual Harassment and Racial Profiling.

7. Concern Procedures – refer to Handbook of Personnel Policies

#### Reimbursements

- 1. Lodging refer to Handbook of Personnel Policies
- 2. Meals refer to Handbook of Personnel Policies
- 3. Mileage refer to Handbook of Personnel Policies
- 4. Other Expenses refer to Handbook of Personnel Policies
- 5. Registration Fees refer to Handbook of Personnel Policies
- 6. Expense Vouchers refer to Handbook of Personnel Policies

#### **Miscellaneous Personnel Provisions**

- 1. Change of Address or Status
- a. It is the responsibility of the employee to inform the sheriff's department office manager of any change of address, marital status, number of dependants, telephone number, etc. The office manager will report any changes to the County Clerk
   Administrator or their designee per Handbook of Personnel Policies.
  - 2. Official County Bulletin Board refer to Handbook of Personnel Policies
  - 3. Employee Bulletin Board
    - a. Sheriff's Department Employees shall be allowed an employee's bulletin board in the jail/dispatch area to post non-political information of importance to employees that conforms to sheriff's department policies and procedures.
  - 4. Equipment refer to Handbook of Personnel Policies. In addition, refer to sheriff's department policies and procedures regarding equipment.
  - 5. Telephone Policies refer to sheriff's department policies and procedures regarding telephone, cell phone and fax communication protocol.
  - 6. Notification of Absence
    - a. Sheriff Department employees shall call the dispatch center, the sheriff or a command staff supervisor to advise when they intend to be absent on sick leave. Command Staff supervisors shall notify the Sheriff when they are on sick leave. All other absences shall be reported to the Sheriff or command staff supervisor.
  - 7. Weather Conditions refer to Handbook of Personnel Policies
    - a. The Richland County Jail/Dispatch Center is never "closed." Contact the Sheriff or command staff supervisor for weather condition emergencies. The sheriff's department administrative office shall follow the language in the Handbook of Personnel Policies regarding "Weather Conditions."
  - 8. Jury Duty refer to Handbook of Personnel Policies

#### 9. Ambulance or Fire Department Volunteers

a. "On duty" sheriff's department employees shall not be dismissed from duty to serve on any ambulance or fire duty call.

#### 10. Break Room

- a. Sheriff Department employees exempt from this provision.
- 11. Credit Union/Deferred Compensation refer to Handbook of Personnel Policies
- 12. Use of Computers, Software & Internet refer to Handbook of Personnel Policies and sheriff's department policies and procedures.

#### 13. Picture Identification Badge

- a. Sheriff's department employees exempt. Sheriff's department employees shall follow department policies and procedures regarding, ID's, badges and the wearing of uniforms.
- 14. Training Opportunities refer to Handbook of Personnel Policies
- 15. Gifts or Gratuities refer to Handbook of Personnel Policies and sheriff's department policies and procedures.
- 16. County Workspaces and Personal Property refer to Handbook of Personnel Policies and sheriff's department policies and procedures.

#### 17. Ammunition:

a. The Sheriff, Chief Deputy and Lieutenants are required to meet state certification and shall receive one hundred (100) rounds of practice ammunition each month. One box (50 rounds) of service ammunition shall be given to each deputy on January 1 of each year. The replaced service ammunition shall be used to provide for one (1) month's allocation of practice ammunition.

#### 18. Regular/Normal Schedules:

a. Dispatcher/Jailers:

Day Shift: Start between 6am and 9am.

Second Shift: Start between 2pm and 4:30pm

Third Shift: Start between 10:30pm and midnight.

Swing persons: Work the shift of the person off. Minimum of 8 hours between shifts for swing persons.

Administrative Office Staff- Start between 7a-9a and end between 3p-5pm.

Chief Deputy/Lieutenants: As determined by the Sheriff.

b. Shift assignment shall be subject to change upon one (1) week's notice, except in the case of an emergency. Shift assignments may be changed on less than one (1) week's notice if mutually agreed to by the sheriff and affected employees.

#### 19. Notice of Discipline:

a. Notice of all discipline shall be in writing and a copy shall be provided the employee at the time the action is taken. Written notice of oral discipline shall be given to the employee as soon as possible after the action is taken.

#### 20. Promotion Procedure:

a. The Sheriff will post the promotional vacancy for 10 days with minimum qualifications listed on the promotion posting. All candidates who sign the posting who meet the minimum qualifications will be given a written exam. This written exam will be scored on a 0-40 point scale. Applicants will then be given an oral interview by an interview panel consisting of command staff supervisors and line staff supervisors within the classification. This oral interview will be scored on a 0-40 point scale. The Sheriff will then assign 0-20 points to each candidate based on the Sheriff's perception of the candidates past work record. The candidate scoring the most points will then be awarded the promotion position.

#### 21. Computation of Hourly Rates of Pay

- a. Hourly rates shall be calculated as follows:
  - 1. For employees working a 5-2 schedule (8 hour day):

Annual rate  $\div 2080 = \text{Hourly rate}$ 

2. For employees working a 6-3 schedule (8.5 hour day):

Annual rate  $\div 2068 = \text{Hourly rate}$ 

3. The annual rate shall be the monthly rate times twelve.

#### 22. Shift Differentials:

a. Employees working the second shift shall receive \$50.00 per month added to their base pay. Employees working the third shift shall receive \$60.00 per month added to their base pay. The swing person shall receive \$60.00 per month added to their base pay.

#### 23. Call-In Pay:

a. Any employee called in to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours pay at time and one-

half of his regular rate of pay. Scheduled court appearances, unless canceled at least six (6) hours before the scheduled time, shall be paid for at a minimum of two (2) hours at time and one-half.

#### 24. Longevity Pay:

- a. Upon completion of three (3) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred dollars (\$400.00);
- b. Upon completion of five (5) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred fifty dollars (\$450.00);
- c. Upon completion of seven (7) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred dollars (\$500.00);
- d. Upon completion of ten (10) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred fifty dollars (\$550.00);
- e. Upon completion of fifteen (15) years of service with the Employer, the employee shall be granted a longevity bonus of six hundred dollars (\$600.00).
- f. Longevity bonuses shall be annual and will be paid in the first payroll period of December of each year. Eligibility for the longevity bonus shall be based on the employee's anniversary date of hire. If an employee is terminated during the year and would be eligible for a bonus, the employee will receive a prorated eligibility bonus upon termination.

#### 25. Uniform Allowance:

a. The Sheriff shall maintain a voucher system for the purpose of uniform and equipment purchase and maintenance for each member of the department. The County shall allocate \$500 per employee per year (\$650 for Sheriff, Chief Deputy, Lieutenants) Funds in the account can only be used for the purchase of approved items. Funds not used in one calendar year may be carried forward into the next calendar year, but the amount in any employee's account may not exceed \$1,500 per employee (\$1,800 for Sheriff, Chief Deputy and Lieutenant) this system shall be a reimbursement system except in cases where the Employer has established an account with a supplier.

#### 26. Effective Date of Wage Rate Changes:

a. When an employee's rate of pay is changed and such a change falls in the first half of the pay period, the employee's new rate will commence the start of the pay period; if the rate change falls in the second half of the pay period, the employee's new rate will commence the start of the following pay period.

#### 27. Step Increases:

a. New employees, upon completion of their initial probationary period, shall advance one step in their classification pay range.

b. When an employee is promoted to a position in a higher classification, his/her pay shall be increased to the minimum rate for the higher class. If his/her present rate is equal to or exceeds this minimum, his/her pay shall be increased to the next higher step in the new class regardless of the time since the last increase. Any change in a position classification must be approved by the Employer

Refer to the Richland County Handbook of Personnel Policies for all items not specifically addressed in this addendum. Health and Human Services employees shall refer to internal All Agency policies and procedures related to the above items when applicable. These policies do not supersede or replace the policies in the Richland County Handbook of Personnel Policies.

#### **Richland County Finance and Personnel Committee**

#### **Agenda Item Cover**

Agenda Item Name: Finalized Budget

Department	Administration	Presented By:	Clinton Langreck
<b>Date of Meeting:</b>	29 Sep 2020	<b>Action Needed:</b>	Vote
Disclosure:	Open Session	Authority:	Committee Structure (D)
<b>Date submitted:</b>	28 Sep 2020	Referred by:	

#### Recommendation and/or action language:

1). Motion to: 1) accept finalized budget, (as proposed // with amendments), 2) publically post, and 3) have the administrator prepare and submit to the board for consideration and adoption.

**Background:** (preferred one page or less with focus on options and decision points)

In the previous Finance and Personnel Committee meeting of 21 September 2020 the Finance and Personnel took action to address \$1,457,042.21 in adjustments to fill the identified 2021 budget gap and obligations. A list of identified adjustments was approved by the Finance and Personnel Committee and solicited as a survey to all members of the county board on 16 Sep 2020. Using information from the responses to the survey, the Finance and Personnel Committee took action to select options to bridge the estimated gap and obligation expenses. (Please Reference Report).

Because the 2021 budget process included a new method and approach the Finance and Personnel Committee is looking to engage with the entire county board in discussion on the proposed budget, intended for consideration and approval at the October 27<sup>th</sup> 2020 county board meeting.

#### **Attachments and References:**

Administrator's Report / Message to the Board	2021 Budget Summary

#### **Financial Review:**

(please check one)

In adopted budget	Fund Number	
Apportionment needed	Requested Fund Number	
Other funding Source		
No financial impact		

(summary of current and future impacts)

#### TBD- Goal of a balanced 2021 budget.

Approval:	Review:		
	Clinton Langreck		
Department Head	Administrator, or Elected Office (if applicable)		

Office of Clinton Langreck, County Administrator

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To: Richland County Board of Supervisors

Marty Brewer — Chair

Subject: 2021 County Budget Report — Message to the County Board

—DRAFT—

29-Sep-20

#### **Report Content:**

- Budget Objectives
- Process
- Adjustments
- Short-Term Financing and Capital Improvements
- 2020 Budget Review
- 2021 Budget Impacts
- Future Considerations and Planning

#### **Budget Objectives:**

The following proposed, 2021 budget objectives were accepted by the Finance and Personnel Committee meeting in the 7 July 2020 meeting:

#### Levy:

Meet the operating levy limit as imposed by the State of Wisconsin

#### Services:

- Within operating levy limit, protect the effective delivery of essential services and protections
- To the greatest extent possible, maintain current discretionary services provided directly by the county and/or through partnerships

#### Response to COVID-19 Impacts:

- Absorb 2020 revenue and expenditure impacts resulting from the pandemic
- Account for 2021 revenue and expenditure impacts resulting from the pandemic

#### Wages and Benefits:

- Meet projected increases and adjustments in health insurance premium costs and fringe benefits
- Evaluate and consider incremental adjusts in employee wages to progress towards the goal of obtaining market value as determined through 2018 study, Resolution 19 - 89

#### New Equipment:

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• Reintroduce new equipment expenditures to department budgets that were absorbed by loan funding in the 2020 budget for new equipment under \$5,000

#### Capital Improvements and Capital Outlays:

- Within the operating levy limit, maintain the county's infrastructure to ensure that future boards do not have to react to aging and broken systems causing frequent sharp rises in property tax levy and rate
- Investigate annual short-term loan financing for a capital improvements and capital outlay program that identifies and prioritizes projects and equipment over \$5,000

#### Preservation of Undesignated General Fund:

• Strive to build and maintain an appropriate minimum undesignated general fund balance according to Resolution 15 - 98

These goals were established to direct the efforts and outcomes of the process as managed by the Administrator and Finance and Personnel Committee.

The results of meeting the goals of the proposed 2021 budget:

Goal
Levy
Met
Services
Met

Response to COVID-19 Impacts

Wages and Benefits

Met (with use of undesignated general funds)

Met (health insurance premium increase)

Did no meet (Res. 19-98 wage adjustments)

New Equipment Met

Capital Improvements and Outlays Met
Preservation of Undesignated Gen Fund Did not meet (Res. 15-98 reduction in funds)

### **Process:**

The budget was anticipated to be approached with a plan of a three phase process: Phase 1) preliminary, Phase 2) reviewed and Phase 3) hearing and finalization.

The intensions of the preliminary budget phase were to: 1) identify capital improvement and capital outlay projects, 2) gauge departments' abilities to provide services within guidance limits, and 3) lay groundwork for adjustments as unknown financial factors materialize (audit close, health insurance, future revenue projections, etc.).

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The intensions of the review phase were to: 1) prioritize capital improvement and capital outlay projects across the county, 2) prioritize department services and operation allocations, 3) approve a health insurance renewal, 4) approve loan funding, and 5) adjust budgets for projected financial factors including: audit close, health insurance, future revenue projections, service adjustments, etc.

The intensions of the hearings and finalization phase were to: 1) present the reviewed plans to supervisory committees, 2) present the reviewed plans to the Finance and Personnel Committee for approval and recommendation, and 3) present to the County Board for adoption.

Departments and partners were instructed to draft preliminary budgets with a 0% increase in levy use, from salaries, fringes, contracts, operations, without consideration for capital outlay. The preliminary levy gap identified amounted to \$764,978.33 with \$588,240.41 resulting from project revenue decreases and \$176,737.91 from projected expenditure increases.

The process deviated during the review phase. Additional financial obligations were identified during the review and the Finance and Personnel Committee requested the Administrator explore additional solutions to bring forward for consideration at their September 16<sup>th</sup> meeting. This impacted the timeline and ability to present reviewed budgets to committees. A survey initiative was added to gain individual input from County Board members, with the results presented at a September 21<sup>st</sup> meeting of the Finance and Personnel Committee.

Considering additional financial obligations identified through review the total proposed reviewed gap to fill amounted to \$1,457,042.21. In response to this identified gap the county administrator prepared a list of thirty adjustment options to bridge the gap. The total of all adjustments amounted to \$2,647,905.10.

This list of adjustments was solicited to all twenty-one members of the county board, and all twenty-one members responded to the survey. Results of the survey were prepared for the Finance and Personnel in two lists. The first list showed the averaged responses for all twenty-one members of the county board. The second list showed the averages of responses for the Finance and Personnel Committee. The committee took action to utilize the Finance and Personnel list as a base line and made several adjustments by motion.

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## **Adjustments After Review:**

Actions taken by the Finance and Personnel committee in their 21 September 2020 meeting resulted in the following directed adjustments in finalizing the budget.

			Birrati and a state of the stat		
С	Pine Valley	Contribute/transfer from net operation.	Directive was given to amend budget to more optimistic census revenues. This transfer may		200,000.00
		operation.	jeopardize solvency for the year.		
0	Pine Valley	Directive to return an additional \$142,000	This will put Pine Valley at a \$0 net position for 2021 under an optimistic projection of census revenues. Pine Valley currently would have contingent fund of approximately 3.9 months with this reduction.		142,000.00
Α	MGMT Info Systems	Remove "New equipment over \$5,000" line and add project to short-term borrowing.	Places Network Project on Capital Improvements		20,000.00
L	Zoning	Utilization against \$80,000 Land Grant fund to offset wages and benefits in 2021.	Impacts funding availability for future project like LIDAR mapping.	\$	80,000.00
Р	Zoning	Place additional wages and salaries on to Land Grant at level of 2020 budget	Impacts balance on the account and impacts future projects as needed Lidar mapping	\$	50,000.00
D	ннѕ	Reduce operating law towards   Impact to maintenance evaluations and residential		\$	120,000.00
G	Fair and Recycling	Reduce operating levy.	Impact advertising and publication materials, employee hours and benefits.	\$	15,000.00
М	Courthouse Repair	Reduce operating levy, add projects to borrowing.	Reduces operational levy and places scheduled heat exchanger replacement on capital improvement loan.	\$	20,000.00
E	Child Support	Reduce levy, eliminate 1 FTE Clerical Assistant II effective 1 Jan 2021.	Increased of financial responsibilities on case managers.	\$	30,000.00
N	UW-Richland Outlay	Reduce operating levy.	Impacts our infrastructure upkeep and further delays proposed maintenance plan.	\$	20,000.00
В	Register of Deeds	Propose utilization of \$20,000 against Redaction Fund #22 to offset wages and benefits in 2021.	Short-term impact. Adds concerns of longevity in position impacting recruitment and retention.	\$	20,000.00
F	Highway	Reduce operating levy, add project funding from short-term borrowing.		\$	150,000.00
Т	Resolution 19-89	Step increase to employees on the Carlson Dettmann schedules. Estimated step increase in Carlson Dettmann wage schedule. Our goal is to continue progression to market value.	Preliminary budgets were designed without the increase. The added expenses are not currently accounted for and pose additional expenses outside levy consideration.	\$	242,000.00
Z	General Fund Use	Use of general fund to cover projected 2020 shortfall.	This impacts the financial goal of Resolution 15-98, in achieving and maintaining a 25% annual operation expense in undesignated general fund.		348,042.21
			Total Adjustemnt:	\$1,	,457,042.21

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#### **Short-Term Loan Borrowing:**

To address one of the 2021 budget goals were to investigate annual short-term loan financing for a capital improvements and capital outlay program that identifies and prioritizes projects and equipment over \$5,000, Carol Wirth (our municipal advisor with Wisconsin Public Finance Professionals) was asked to help develop a solution to address the county's continued challenges facing the maintenance, preservation and advancement of our facilities, capital infrastructure and capital improvements. The proposed solution that is being pursued is the utilization of short-term loan burrowing:

"Recurring" capital projects traditionally included in County's operating budget could be borrowed for on a "short-term" basis each year by issuing General Obligation Promissory Notes ("Notes"). The County would sell the Notes in October/November, levy a tax for the principal and interest, and repay the Notes on March 1 the following year. The taxes levied are outside of levy limits and will result in a tax increase.

Not to Exceed Dollar Amount - \$1,050,000 – Determined by the County, the purpose of borrowing would: financing capital improvement projects, including highway improvements, vehicles and fleet management, technology capital improvements, facility maintenance and improvements, radio and tower project engineering and project design.

The County Board took action to pursue this method of financing by adopting an "authority resolution" during the September 15<sup>th</sup> meeting by the required three-quarters majority vote. It is anticipated that an "award resolution" will be brought before the County Board on October 27<sup>th</sup> in conjunction with the budget for approval of \$1,050,000 of borrowing that will impact the counties tax rate by \$83 per \$100,000 of appraised property value.

If an "award resolution" were not to be adopted in the 27 October county Board meeting, the county will have to do without intended projects and improvements, or displace from the operational levy to fund the initiatives.

## **2021 Budget Summary:**

2021 Budget (Expenses)	\$ (an increase of \$)
2021 Budget (Revenue)	\$ (an increase of \$)
Tax Levy	\$ (an increase of \$)
General Fund Applied	\$

General Fund as of Dec 2019 \$4,785,283 (an increase of \$856,581 from 2018)

#### 2021 Budget Included:

• 3.9% increase in health insurance

Office of Clinton Langreck, County Administrator

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- Matching an EDA Grant for Strategic Planning through Southwest Regional EDA Grant
- \$34900,000 contribution from Pine Valley for Contingency Fund
- Including \$1,050,000 in borrowing
- \$ Capital Improvement Loan Funding

### **2020 Budget (adopted Oct. 29, 2019):**

2020 Budget (Expenses) \$32,555,314 (an increase of \$2,947,388) 2020 Budget (Revenue) \$23,701,356 (an increase of \$2,840,125) Tax Levy \$8,853,957 (an increase of \$107,263)

General Fund Applied \$137,691

General Fund as of Dec 2018 \$3,928,702 (an increase of \$507,459 from 2017)

#### 2020 Budget Included:

- 1.5% increase in health insurance
- 2% increase in wages
- Funding for County Administrator
- Funding for an Economic Development Position with 40% of funding from City
- \$200,000 contribution from Pine Valley for Contingency Fund
- Additional Pay Period costing \$124,000
- \$2,965,500 Capital Improvement Loan Funding

## **Future Considerations and Planning:**

The condition of Richland County is that we will face continued financial challenges resulting from aging infrastructure, state imposed levy limits, and increased expenditures resulting from rising costs in health insurance, benefits, materials, and services.

Following the adoption of the 2021 budget, the County Administrator plans to engage with the Finance and Personnel Committee and departments on planning for the 2022 budget. The following tentative time-line will be proposed in addressing current needs and strategic goals:

Evaluate the 2020 budget process Dec 2020 – Jan 2021

Affirm commitments to prior resolutions Jan 2021

Capital improvements and projects Jan – Feb 2021

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Review and affirm partnerships Mar 2021

Staffing and spacing April – June 2021

Health insurance and benefits July 2021

Operating budget August – September 2021

Clinton Langreck

Richland County — Administrator