

# County Clerk's Office

Richland County, Wisconsin

Derek S. Kalish  
County Clerk

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December 9, 2021

Please be advised that Richland County Board of Supervisors will convene at 7:00 p.m., Tuesday, December 14, 2021, in the Banquet Room of The Phoenix Center, located at 100 South Orange Street, Richland Center, Wisconsin.

<https://richlandcounty.my.webex.com/richlandcounty.my/j.php?MTID=m9eca49fb0e507d74e7c623029ec83d6a>

Tuesday, December 14, 2021 7:00 pm | 3 hours | (UTC-06:00) Central Time (US & Canada)

Meeting number: 2559 363 5007

Password: richland

Join by phone

+1-408-418-9388 United States Toll

Access code: 255 936 35007

## Agenda

1. Roll Call
2. Invocation
3. Pledge Of Allegiance
4. Approve Agenda
5. Approve Minutes Of The October 26<sup>th</sup> Meeting
6. Ordinance Relating To A Parcel Belonging To Kory & Bethany Thompson In The Town Of Richland
7. Ordinance Relating To A Parcel Belonging To Max Goessel & Beth Hanthorn In The Town Of Marshall
8. Ordinance Relating To A Parcel Belonging To Jim & Sandra Mattes In The Town Of Forest
9. Ordinance Relating To A Parcel Belonging To Nick & Melissa Hilleshiem In The Town Of Marshall
10. Ordinance Relating To A Parcel Belonging To Cary & Lori Norman In The Town Of Willow & Rockbridge
11. Ordinance Relating To A Parcel Belonging To James & Marilyn & Austin Williamson In The Town Of Eagle
12. Ordinance Relating To A Parcel Belonging To Gregory Greenheck In The Town Of Buena Vista
13. Report On Petitions For Zoning Amendments Received Since The Last County Board Session
14. Report On Rezoning Petitions Recommended For Denial By The Zoning And Land Information Committee
15. Ordinance Amending Richland County Zoning Ordinance No. 5 Regarding Animal Units
16. Ordinance Prohibiting Livestock Running At Large
17. Resolution Authorizing The Land Records Office To Apply For And Receive A Grant From The Wisconsin Land Records Board
18. Resolution Approving A Contract For Building Inspector Services Under The Uniform Dwelling Code
19. Resolution Approving A 5-Year Contract With Stray, Neglected Or Abandoned Animals
20. Resolution Approving Collaboration Between the Richland County Board of Supervisors and the Richland County Sheriff To Conduct Biannual Alcohol Age Compliance Checks Of Licensed Liquor Establishments
21. Resolution Approving A 3-Year Jail Maintenance Contract For The Sheriff's Department
22. Resolution Granting An Access Easement To The Richland Hospital, Inc. Across The Pine River Recreational Trail
23. Resolution Celebrating The 75<sup>th</sup> Anniversary of Soltwedel's Store
24. Resolution Celebrating Native American Heritage Month
25. Resolution Extending The Time Period For The Strategic Planning Committee To Develop And Present A Finalized County Strategic Plan
26. Resolution Creating A Countywide Branding Project And Process
27. Resolution Authorizing Richland County To Enter Into Settlement Agreements, Agree To The Terms Of The MOU Allocating Settlement Proceeds, And Authorize Entry Into MOU With The Attorney General
28. Resolution Authorizing The Tri-County Airport Commission To Proceed With Acquisition Of Property And Property Right Of Way For The Airport Drainage Project
29. Resolution Granting Tri-County Drainage System Easement To Hartung Farms
30. Resolution Approving A Contract For Air Ventilation Cleaning In The Courthouse Building
31. Resolution Approving The Purchase And Installation Of Air Purification Equipment
32. Resolution Amending The Richland County Employee Handbook, Pine Valley Addendum, Health & Human Services Addendum, And FMLA policy
33. Resolution Approving Wage Schedule Updates And Placement Of Exception Employees
34. Resolution Approving 2022 Budget Approved Reclassifications
35. Resolution Awarding Recipients Of The Richland County Early Childhood Education And Child Care Providers (ARPA) Grant
- 36. Resolution Approving A New 2022 Contract For The Health & Human Services Department**
37. Appointments To Various Boards, Commissions And Committees
38. Reports: 2020 Audit Review/Report
39. Correspondence
40. Adjourn

**\*\* Items In Bold Have Been Added, Modified, Or Removed From Agenda \*\***

## **OCTOBER MEETING**

October 26, 2021

Chair Brewer called the meeting to order. Roll call found all members present except Luck and McGuire. Luck and McGuire joined the meeting at a later time.

Reverend Michelle Elfers, Pastor of St. John's Lutheran Church, Richland Center, gave the Invocation. County Clerk Kalish led the Pledge of Allegiance.

Motion by Cosgrove, second by McKee for approval of the agenda. Motion carried.

Chair Brewer asked if any member desires the minutes of the September meeting to be read or if any member desires to amend the minutes of the previous meeting. Hearing no motion to read or amend the minutes of the September meeting, the Chair declared the minutes as approved.

Chair Brewer opened the Public Hearing on the proposed 2022 Richland County Budget. Chair Brewer asked if any member of the public wished to comment on the proposed budget. Administrator Langreck presented the 2022 County Budget Report and the Condition of the County. Cindy Chicker, member of the Parks Commission, inquired about the impact of the gap report on the budget for the Parks Department. Administrator Langreck noted the end result is a \$10,000 decrease in the overall operating budget. Chicker noted that she felt the department should not be penalized for sound money management and that personnel costs for the Parks Commission are a concern. McGuire inquired about the proposed amount of funding from solar energy and Langreck provided a brief explanation of the funding mechanisms involved. Hearing no further comments from the public, Chair Brewer declared the Public Hearing closed at 7:32 PM.

Resolution No. 21-135 awarding the sale of \$1,050,000 taxable general obligation promissory notes was presented to the board. Motion by Murphy-Lopez, second by Frank that Resolution No. 21-135 be adopted. Motion carried and the resolution declared adopted.

### **RESOLUTION NO. 21 - 135**

Resolution Awarding The Sale Of \$1,050,000 Taxable General Obligation Promissory Notes.

WHEREAS, on September 21, 2021, the County Board of Supervisors of Richland County, Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes in an amount not to exceed \$1,050,000 for the public purpose of financing capital improvement projects, including County trunk road improvements, a salt shed for the Highway Department, acquisition of equipment for the Sheriff's Department and information system projects (collectively, the "Project");

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the County is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, the County has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell general obligation promissory notes (the "Notes") to pay the cost of the Project

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by property taxes;

WHEREAS, the County has determined that, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is in the best interest of the County to issue the Notes on a taxable rather than tax-exempt basis;

WHEREAS, WFPF, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on October 26, 2021;

WHEREAS, the County Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on October 26, 2021;

WHEREAS, the County has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. WFPF has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the County and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, and the Initial Resolution, the principal sum of ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rate set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$1,050,000; shall be dated November 23, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rate per annum and mature on March 1, 2022 as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest

payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes are not subject to optional redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the year 2021 for the payments due in the year 2022 in the amount set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, dated November 23, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the

pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding the interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 13. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The County covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 15. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

**RESOLUTION OFFERED BY THE FINANCE AND  
PERSONNEL COMMITTEE**

	FOR	AGAINST
Marty Brewer	X	
Marc Couey	X	
Linda Gentes	X	
Shaun Murphy-Lopez	X	
Donald Seep	X	
Melissa L. Luck	X	
David J. Turk	X	

Resolution No. 21-136 pertaining to adopting the Richland County budget for 2021 was read by County Clerk Kalish. Motion by McKee, second by Van Landuyt that Resolution No. 21-136 be adopted. Motion carried with one opposed and the resolution declared adopted.

**RESOLUTION NO. 21 - 136**

A Resolution Pertaining To Adopting The Richland County Budget For 2022.

WHEREAS the County Board held the required public hearing on the proposed County budget for 2022 on October 26, 2021, and

WHEREAS the County Board has carefully considered the County budget for 2022 and is now ready to adopt the budget.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that the 2022 budget includes revenues from the County sales tax in the estimated amount of \$1,315,000.00, and

BE IT FURTHER RESOLVED that the sum of \$10,447,277.17 be used and hereby is levied upon all taxable property in Richland County for County purposes for the year 2021, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

**RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE**

	FOR	AGAINST
SHAUN MURPHY-LOPEZ		X
DAVID TURK		X
MELISSA LUCK	X	
MARTY BREWER	X	
LINDA GENTES	X	

Ordinance No. 21-26 Amendment No. 535 to Richland County Comprehensive Zoning Ordinance No. 5 relating to a parcel belonging to Stephanie Griffin & David Hammond in the Town of Akan was presented to the Board. Motion by Glasbrenner, second by Williamson that Ordinance No. 21-26 be enacted. Zoning Administrator Mike Bindl explained the rezoning request. Motion carried and ordinance declared enacted.

### **ORDINANCE NO. 21- 26**

Amendment No. 535 To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Stephanie Griffin and David Hammond In The Town Of Akan

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (a) Adequate public facilities to serve the development are present or will be provided.
- (b) Provision of these facilities will not be an unreasonable burden to local government.
- (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
- (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 14.66-acre parcel belonging to Stephanie Griffin and David Hammond and in the Town of Akan is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Agriculture and Residential (A-R) District:

Being located in part of the Fractional Northeast quarter of the Northwest quarter and part of the West half of the Fractional Northwest quarter of the Northeast quarter of Section 3, Township 10 North, Range 2 West, Town of Akan, Richland County, Wisconsin more particularly described as follows:

Commencing at the North quarter corner of said Section 3;

Thence South 01°59'12" West, along the East line of the Fractional Northeast quarter of the Northwest quarter, 589.03 feet;

Thence North 86°40'04" East, 348.81 feet to the point of beginning of the lands hereinafter described;

Thence South 03°49'37" East, 719.44 feet to a point on the South line of the West half of the Fractional Northwest quarter of the Northeast quarter;



Thence South 89°59'35" West, along said South line, 420.44 feet to the Southeast corner of the Fractional Northeast quarter of the Northwest quarter;  
 Thence North 89°59'30" West, along the South line of the Fractional Northeast quarter of the Northwest quarter, 588.10 feet;  
 Thence North 02°49'51" West, 262.80 feet;  
 Thence North 26°56'30" East, 116.13 feet;  
 Thence North 26°35'43" East, 260.19 feet;  
 Thence North 69°18'52" East, 241.99 feet;  
 Thence North 86°40'04" East, 578.99 feet to the point of beginning.

3. This Ordinance shall be effective on October 26th, 2021.

DATED: OCTOBER 26, 2021  
 PASSED: OCTOBER 26, 2021  
 PUBLISHED: NOVEMBER 4, 2021

ORDINANCE OFFERED BY THE ZONING AND  
 LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR		
RICHLAND COUNTY BOARD OF SUPERVISORS		
ATTEST:		
	MARC COUEY	X
	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
	LINDA GENTES	X
	INGRID GLASBRENNER	X

DEREK S. KALISH  
 RICHLAND COUNTY CLERK

Ordinance No. 21-27 Amendment No. 536 to Richland County Comprehensive Zoning Ordinance No. 5 Relating to a parcel belonging to Ron & Mary Ewing in the Town of Orion was presented to the Board. Motion by Manning, second by Kaul that Ordinance No. 21-27 be enacted. Zoning Administrator Mike Bindl explained the rezoning request. Motion carried and ordinance declared enacted.

### ORDINANCE NO. 21- 27

Amendment No. 536 To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Ron & Mary Ewing In The Town Of Orion.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (h) Adequate public facilities to serve the development are present or will be provided.
- (i) Provision of these facilities will not be an unreasonable burden to local government.
- (j) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (k) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (l) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.

- (m) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (n) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 2.65-acre parcel belonging to Ron & Mary Ewing and in the Town of Orion is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Single-Family Residential (R-2) District:

Located in part of the Southeast quarter of the Northeast quarter of Section 6, Township 9 North, Range 1 East, Town of Orion, Richland County, Wisconsin more particularly described as follows:

Commencing at the East quarter corner of said Section 6:

Thence South 87°29'32" West, along the South line of the Northeast quarter, 421.86 feet;  
 Thence North 02°30'28" West, 290.48 feet to the point of beginning of the lands hereinafter described;  
 Thence North 66°13'46" West, 855.33 feet;  
 Thence North 22°53'34" East, 120.58 feet to a point on the centerline of Stibbe Hill Road;  
 Thence South 76°02'01" East, along said centerline, 13.68 feet;  
 Thence South 71°32'20" East, along said centerline, 150.00 feet;  
 Thence South 66°33'49" East, along said centerline, 315.38 feet;  
 Thence South 65°07'42" East, along said centerline, 377.20 feet;  
 Thence South 22°58'04" West, 131.38 feet to the point of beginning.

3. This Ordinance shall be effective on October 26th, 2021.

DATED: OCTOBER 26, 2021  
 PASSED: OCTOBER 26, 2021  
 PUBLISHED: NOVEMBER 4, 2021

ORDINANCE OFFERED BY THE ZONING AND  
 LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR		
RICHLAND COUNTY BOARD OF SUPERVISORS		
ATTEST:		
	MARC COUEY	X
	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
	LINDA GENTES	X
	INGRID GLASBRENNER	X

DEREK S. KALISH  
 RICHLAND COUNTY CLERK

Zoning Administrator Bindl reported the receipt of the following rezoning petitions: Max Goessel to rezone 2.2 acres from Agriculture/Forestry to Residential 2 in the Town of Marshall; Kory & Bethany

Thompson to rezone 1.3 acres from Agriculture-Forestry/Residential 2 to Residential 2 in the Town of Richland. Chair Brewer referred the petitions to the Zoning and Land Information Committee for action.

Zoning Administrator Bindl reported that there were no rezoning petitions being recommended for denial by the Zoning and Land Information Committee.

Ordinance No. 21-28 reapportioning supervisory districts according to the 2020 census was read by County Clerk Kalish. Motion by McKee, second by Cosgrove that Ordinance No. 21-28 be adopted and the discussion continued. Clerk Kalish reviewed the proposed Final Plan. Brewer passed gavel to Supervisor Turk to preside over the meeting during the discussion and action of this agenda item. Seeps makes motion to amend the maps presented, seconded by McKee and a roll call vote was taken on motion to amend the redistricting maps as presented: Ayes: Van Landuyt, Seep, McKee and Brewer. Noes: Carrow, Murphy-Lopez, Luck, Manning, Gottschall, Glasbrenner, Rudersdorf, Gentes, Turk, Cosgrove, Frank, Severson, Williamson, Couey, Nelson, Kaul and McGuire. With 4 Ayes and 17 Noes, the motion to amend fails. Voice vote was taken on motion to approve the redistricting maps as presented. Motion carried and the ordinance declared enacted. Brewer resumes presiding over the meeting.

### **ORDINANCE NO. 21 - 28**

An Ordinance Reapportioning Supervisory Districts According To The 2020 Census.

Pursuant to Wisconsin Statutes, section 59.03, and after public hearing, the County Board of Supervisors of the County of Richland does hereby ordain as follows and does hereby adopt the following final supervisory district plan:

That the Board of Supervisors of Richland County shall consist of 21 supervisors to be elected from supervisory districts which are hereby created, number and described as follows:

<u>District Number</u>	<u>District Description</u>	<u>Population Each Unit</u>	<u>Population Each District</u>
1	Town of Forest	333	789
	Village of Viola Ward 2	436	
	Town of Sylvan Ward 3	20	
2	Town of Bloom	538	812
	Town of Sylvan Ward 1	274	
3	Town of Henrietta	435	791
	Village of Yuba	53	
	Town of Rockbridge Ward 3	303	
4	Town of Westford	516	859
	Village of Cazenovia	343	
5	Town of Marshall	540	784
	Town of Rockbridge Ward 1	244	
6	Town of Willow	496	813
	Town of Rockbridge Ward 2	150	
	Town of Richland Ward 2	167	
7	Town of Akan	391	837
	Town of Sylvan Ward 2	222	
	Town of Richwood Ward 1	224	

8	Town of Dayton Ward 1 Village of Boaz	690 129	819
9	Town of Richland Ward 3 Town Dayton Ward 2 City of Richland Center Ward 13	721 73 0	794
10	City of Richland Center Ward 1 City of Richland Center Ward 2	440 425	865
11	City of Richland Center Ward 3 City of Richland Center Ward 4	409 453	862
12	City of Richland Center Ward 5 City of Richland Center Ward 6	437 419	856
13	City of Richland Center Ward 7 City of Richland Center Ward 8	426 421	847
14	City of Richland Center Ward 9 City of Richland Center Ward 10	420 406	826
15	City of Richland Center Ward 11 City of Richland Center Ward 12	509 349	858
16	Town of Ithaca Town of Richland Ward 1 City of Richland Center Ward 14	633 215 0	848
17	Town of Eagle Town of Richwood Ward 2	492 303	795
18	Town of Orion Town of Richland Ward 4 Town of Buena Vista Ward 3	541 72 208	821
19	Town of Buena Vista Ward 2 Town of Buena Vista Ward 4	808 8	816
20	Town of Buena Vista Ward 1	783	783
21	Village of Lone Rock	829	829

Reference in this ordinance to boundaries of minor civil divisions, ward or precinct lines are to those existed at the time of the adoption of this Ordinance.

This Ordinance shall become effective immediately upon its passage and publication.

DATED: OCTOBER 26, 2021  
PASSED: OCTOBER 26, 2021  
PUBLISHED: NOVEMBER 4, 2021

ORDINANCE OFFERED BY  
COUNTY BOARD MEMBERS OF THE  
REDISTRICTING COMMITTEE

MARTY BREWER, CHAIR  
RICHLAND COUNTY BOARD OF SUPERVISORS

MELVIN FRANK  
SHAUN MURPHY-LOPEZ  
CHAD COSGROVE

FOR	AGAINST
X	
X	
X	

ATTEST:

DEREK S. KALISH  
RICHLAND COUNTY CLERK

Ordinance No. 21-29 amending the Richland County Sheriff's Department Ordinance No. 89-7 was read by County Clerk Kalish. Motion by Cosgrove, second by Frank that Ordinance No. 21-29 be enacted. Motion carried and ordinance declared enacted.

**ORDINANCE NO. 21 - 29**

An Ordinance Amending Richland County Sheriff's Department Ordinance No. 89-7.

NOW THEREFORE BE IT RESOLVED The Richland County Board of Supervisors do hereby ordain as follows:

Richland County Sheriff's Department Ordinance No. 89-7, which was adopted on June 21, 1989, as amended to date, is hereby further amended as follows:

1. That the following paragraph is hereby added immediately after section (4) (c) 4 of said Ordinance:  
"Any person who vacates the position of Chief Deputy in 2021 to become Sheriff of Richland County shall be deemed to be on unpaid leave of absence from the Chief Deputy position. This leave of absence shall be for a period not to exceed 2 years from the date on which the person becomes Sheriff. A person returning to the position of Chief Deputy shall displace any person who then holds that position unless the Sheriff removes the returning Chief Deputy under 89-7 (4)(e) at which time the returning Chief Deputy would return to his former position with the department with all earned benefit time intact.
2. This Ordinance shall be effective as of August 17, 2021.

BE IT FUTHER RESOLVED that this Ordinance shall be effective August 17, 2021.

DATED: OCTOBER 26, 2021

ORDINANCE OFFERED BY MEMBERS  
OF THE FINANCE AND  
PERSONNEL COMMITTEE

PASSED: OCTOBER 26, 2021

PUBLISHED: NOVEMBER 4, 2021

	FOR	AGAINST
MARTY BREWER, CHAIR	SHAUN MURPHY-LOPEZ	X
RICHLAND COUNTY BOARD OF SUPERVISORS	MARC COUEY	X
	DAVID TURK	X
ATTEST:	DON SEEP	X
	LINDA GENTES	X
	MARTY BREWER	X
	MELISSA LUCK	X

DEREK S. KALISH  
RICHLAND COUNTY CLERK

Resolution No. 21-137 recognizing the retirement of an employee of the County Treasurer's Office was read by County Clerk Kalish. Motion by Williamson, second by Rudersdorf that Resolution No. 21-137 be adopted. Motion carried and resolution declared adopted.

**RESOLUTION NO. 21 - 137**

A Resolution Recognizing The Retirement Of An Employee Of The County Treasurer's Office.

WHEREAS Ms. Julie Keller was hired on January 9<sup>th</sup>, 1989 as the Deputy Treasurer, and was appointed County Treasurer on April 1st, 1996, and retired on October 8th, 2021; and

WHEREAS the County Board wants to express its sincere appreciation to Ms. Julie Keller for over 32 years of dedicated service to Richland County.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the County Board hereby expresses its sincere appreciation to Ms. Julie Keller for over 32 years of dedicated service in the Treasurer's Office, and

BE IT FURTHER RESOLVED that the County Board wishes Ms. Keller a long and happy retirement, and

BE IT FURTHER RESOLVED that the County Clerk shall send a copy of this Resolution to: Ms. Julie Keller  
26160 Arnell Dr. Richland Center, WI 53581

**VOTE ON FOREGOING RESOLUTION**

**RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

**FOR AGAINST**

**RESOLUTION ADOPTED**

DEREK S. KALISH  
COUNTY CLERK

DATED: OCTOBER 26, 2021

SHAUN MURPHY-LOPEZ	X
DAVID TURK	X
MELISSA LUCK	X
MARTY BREWER	X
LINDA GENTES	X
MARC COUEY	X
DONALD SEEP	X

Resolution No. 21-138 approving amendments to two 2021 contracts for the Department of Health and Human Services was read by County Clerk Kalish. Motion by Nelson, second by McKee that Resolution No. 21-138 be adopted. Motion carried and resolution declared adopted.

**RESOLUTION NO. 21 - 138**

A Resolution Approving Amendments to two 2021 Contracts for the Department of Health and Human Services.

WHEREAS the Health and Human Services Board and the Director of the Health and Human Services Department, Ms. Tracy Thorsen, have recommended amendments to two 2021 provider contracts, and

WHEREAS it is provided in Rule 14 of the Rules of the Board that any contract by the Department of Health and Human Services which involves the expenditure of \$50,000 or more at any one time or within the course of one year must be approved by the County Board, and

WHEREAS the Health and Human Services Board has carefully considered this matter and is now presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the following amendment to the following two 2021 contracts:

1. With Fond Du Lac County of Fond Du Lac, with the original contract being for \$49,500 and the amendment being for \$100,000, due to an increased need for group home services to a child being served by the Child & Youth Services Unit;

2. With Vista Care of Sheboygan, with the original contract being for \$730,000 and the amendment being for \$840,000, due to an increased need for adult family home residential services to an individual being served by the Behavioral Health Services Unit;

BE IT FURTHER RESOLVED that the Health and Human Services Board is hereby authorized to amend the above contracts by not more than 15%, and

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Board is hereby authorized to sign the above contracts on behalf of the County in accordance with this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE COUNTY  
BOARD SUPERVISOR MEMBERS OF THE  
HUMAN AND SERVICES BOARD

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH  
COUNTY CLERK

KERRY SEVERSON  
INGRID GLASBRENNER  
VAN NELSON  
TIMOTHY GOTTSCHALL

X  
X  
X  
X

DATED OCTOBER 26, 2021

Resolution No. 21-139 approving 2022 Health and Human Services revenue contracts was read by County Clerk Kalish. Motion by Kaul, second by Van Landuyt that Resolution No. 21-139 be adopted. Motion carried and resolution declared adopted.

### **RESOLUTION NO. 21 - 139**

A Resolution Approving 2022 Health and Human Services Revenue Contracts.

WHEREAS Rule 14 of the Rules of the Board provides that any contract entered into by the Department of Health and Human Services involving the expenditure of not more than \$50,000 either at one time or within the course of one year must be approved by the County Board, and

WHEREAS the Health and Human Services Board is now presenting the following revenue contracts for 2022 to the County Board for approval.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the Health and Human Services Board to enter into the following revenue contracts for 2022:

<b><u>Provider Name</u></b>	<b><u>Provider Description</u></b>	<b><u>2021 Budgeted Revenue</u></b>	<b><u>2022 Budgeted Revenue</u></b>
ADRC of Eagle Country	Administration of ADRC Services in Richland County	\$0	\$402,666
Care Wisconsin First, Inc.	Home Delivered Meals, Psychotherapy Services, Substance Abuse Counseling, Transportation, and Loan Closet	\$65,000	\$65,000
Dane County Capital Consortium	Income Maintenance Consolidation	\$980,679	\$1,006,182
Department of Administration	Wisconsin Home Energy Assistance Program	\$38,496	\$45,793
Department of Children and Families	State and County Contract	\$517,890	\$659,541
	Administration of Child Care Program	\$47,224	\$42,815
	Community Youth and Family Aides	\$85,537	\$87,094
Department of Health Services	State and County Contract (Includes SOR Grant Funding)	\$1,063,712	\$1,132,819
Division of Public Health	Consolidated Contract (Immunization and Maternal Child Health)	\$14,978	\$18,148
	Public Health Emergency Preparedness and Response (Includes ARPA funding for 2022)	\$36,493	\$417,211
Department of Transportation	Specialized Transportation 85.21	\$79,889	\$79,889
Greater Wisconsin Agency on Aging Resources, Inc.	County Contract (Includes ARPA funding for 2022)	\$165,551	\$210,672
Inclusa	Home Delivered Meals, Psychotherapy Services, Substance Abuse Counseling, Transportation, and Loan Closet	\$130,000	\$130,000
My Choice Family Care, Inc.	Home Delivered Meals, Psychotherapy Services, Substance Abuse Counseling, Transportation, and Loan Closet	\$25,000	\$25,000
The Richland School District	Crisis Case Worker Counseling Services for the 2020-2021 School Year	\$60,000	\$84,000
Total Revenue:		\$3,310,449	\$4,406,830

BE IT FURTHER RESOLVED that the Health and Human Services Board is hereby authorized to amend any of the above contracts by not more than 15%, and



BE IT FURTHER RESOLVED that the Director of the Health and Human Services Department, Ms. Tracy Thorsen, is hereby authorized to sign the above contracts on behalf of Richland County in accordance with this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE COUNTY  
BOARD SUPERVISOR MEMBERS OF THE  
HUMAN AND SERVICES BOARD

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH  
COUNTY CLERK

KERRY SEVERSON  
INGRID GLASBRENNER  
VAN NELSON  
TIMOTHY GOTTSCHALL

X  
X  
X  
X

DATED OCTOBER 26, 2021

Resolution No. 21-140 approving 2022 provider contracts for the Health & Human Services Department was read by County Clerk Kalish. Motion by Rudersdorf, second by Glasbrenner that Resolution No. 21-140 be adopted. Motion carried and resolution declared adopted.

### RESOLUTION NO. 21-140

A Resolution Approving Provider Contracts for 2022 for the Health and Human Services Department.

WHEREAS Rule 14 of the Rules of the Board provides that any contract entered into by the Department of Health and Human Services involving the expenditure of not more than \$50,000 either at one time or within the course of one year must be approved by the County Board, and

WHEREAS the Health and Human Services Board is now presenting the following provider contracts for 2022 which total \$4,866,500 to the County Board for approval.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the Health and Human Services Board to enter into the following provider contracts for 2022:

<u>Provider Name</u>	<u>Provider Description</u>	<u>2021 Contract Amount</u>	<u>2022 Contract Amount</u>
Children's Hospital of Wisconsin Community Services - Children's Service Society	Child & Youth Services Unit provider of treatment foster care and respite. Behavioral Health Services Unit provider of respite services to children with disabilities.	\$130,000	\$261,000
Chileda Institute	Child & Youth Services Unit provider of residential care center services.	\$230,000	\$230,000
Community Care Resources	Child & Youth Services Unit provider of treatment foster care and respite. Behavioral Health Services Unit provider of respite services to children with disabilities.	\$120,000	\$186,000

Cornerstone Foundation dba Lucky Star 3 Corporation	Behavioral Health Services Unit provider of CBRF and AFH residential care for consumers who due to mental health issues are unable to live independently.	\$305,500	\$250,000
Diane's Adult Family Home	Behavioral Health Services Unit provider of AFH residential care for consumers who due to mental health issues are unable to live independently.	\$82,000	\$125,000
Driftless Counseling, LLC dba Trailhead Therapy and Mentoring	Behavioral Health Services Unit provider of individual skill development and psychotherapy to Comprehensive Community Services consumers.	\$900,000	\$900,000
Evergreen Manor III	Behavioral Health Services Unit provider of CBRF services for consumers who due to mental health issues are unable to live independently.	\$75,000	\$75,000
Evergreen Manor, Inc.	Behavioral Health Services Unit provider of CBRF services for consumers who due to mental health issues are unable to live independently.	\$75,000	\$75,000
KNH, LLC	Behavioral Health Services Unit provider of AFH residential care for consumers who due to mental health issues are unable to live independently.	\$260,000	\$260,000
Lutheran Social Services of WI and Upper Michigan, Inc.	Behavioral Health Services Unit provider of Comprehensive Community Services psychosocial support services. Child & Youth Services Unit provider of community skills development, parenting, and safety plan monitoring services.	\$60,000	\$60,000
Memorial Hospital of Boscobel, Inc.	Behavioral Health Services Unit provider of occupational and physical therapy services to children being served by the Birth to Three Program.	\$49,500	\$75,000
Northwest Counseling & Guidance Clinic	Behavioral Health Services Unit provider of 24/7 crisis intervention telephone services. The services include phone center staffed by trained crisis professionals and a mobile crisis response service locally available to conduct face-to-face assessments and interventions afterhours.	\$75,000	\$80,000
Premier Financial Management Services	Behavioral Health Services Unit provider of financial management services to children with disabilities.	\$175,000	\$100,000
RTP (WI), S.C. dba Array Behavioral Care	Behavioral Health Services Unit provider of telepsychiatry services.	\$130,000	\$130,000
Rural Wisconsin Health Cooperative	Behavioral Health Services Unit provider of speech & language pathology therapy services to children being served by the Birth to Three Program.	\$75,000	\$75,000
Southwest WI Workforce Development Board	Provides contracted employee services to Richland County Health and Human Services.	\$525,000	\$525,000
St. Joseph's Health Services, Inc.	Behavioral Health Services Unit provider of occupational and physical therapy services to children being served by the Birth to Three Program.	\$49,500	\$75,000

Tellurian, Inc.	Behavioral Health Services Unit provider of residential treatment services for substance abuse treatment, and detox services for persons taken into protective custody due to incapacitation by alcohol.	\$120,000	\$115,000
TLC Senior Home Care, LLC	Behavioral Health Services Unit provider of AFH residential care for consumers who due to mental health issues are unable to live independently.	\$125,000	\$85,000
Trempealeau County Health Care Center	Behavioral Health Services Unit provider of Institute for Mental Disease (IMD) and AFH residential treatment for consumers who due to mental health issues are unable to live independently.	\$270,000	\$270,000
VARC, Inc.	Behavioral Health Services Unit provider of employment skills training for Comprehensive Community Services consumers who due to mental health issues are unable to find or maintain employment without support. Provider of daily livings skills training, mentoring, and a variety of other services for children with disabilities.	\$85,500	\$74,500
Vista Care Wisconsin	Behavioral Health Services Unit provider of AFH residential care for consumers who due to mental health issues are unable to live independently.	\$840,000	\$840,000
Total 2022 Provider Contracts:		\$4,757,000	\$4,866,500

BE IT FURTHER RESOLVED that the Health and Human Services Board is hereby authorized to amend any of the above contracts by not more than 15%, and

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Department, Ms. Tracy Thorsen, is hereby authorized to sign the above contracts on behalf of Richland County in accordance with this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE COUNTY  
BOARD SUPERVISOR MEMBERS OF THE  
HUMAN AND SERVICES BOARD

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH  
COUNTY CLERK

KERRY SEVERSON	X
INGRID GLASBRENNER	X
VAN NELSON	X
TIMOTHY GOTTSCHALL	X

DATED OCTOBER 26, 2021

Resolution No. 21-141 approving the 2022 – 2024 Richland County Aging Plan was read by County Clerk Kalish. Motion by McKee, second by Glasbrenner that Resolution No. 21-141 be adopted. Motion carried and resolution declared adopted.

### RESOLUTION NO. 21 - 141

A Resolution Approving the 2022-2024 Richland County Aging Plan.

WHEREAS every 3 years counties in Wisconsin are required to submit an Aging Plan for Older People to the Greater Wisconsin Agency on Aging Resources in order to remain eligible to receive State and Federal funds which will total \$210,672 for 2022, and

WHEREAS the proposed 2022-2024 Richland County Aging Plan has been the subject of numerous public listening sessions and public forums and the Commission on Aging and Disability as well as the Health and Human Services Board have approved the Plan and County Board approval is also required, and

WHEREAS the Health and Human Services Board is presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the 2022-2024 Richland County Aging Plan, a copy of which is on file in the County Clerk's office, is hereby approved, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE COUNTY  
BOARD SUPERVISOR MEMBERS OF THE  
HUMAN AND SERVICES BOARD

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH  
COUNTY CLERK

KERRY SEVERSON	X
INGRID GLASBRENNER	X
VAN NELSON	X
TIMOTHY GOTTSCHALL	X

DATED OCTOBER 26, 2021

Resolution No. 21-142 relating to Richland County's participation in a state program providing specialized transportation assistance was read by County Clerk Kalish. Motion by Nelson, second by Glasbrenner that Resolution No. 21-142 be adopted. Motion carried and resolution declared adopted.

**RESOLUTION NO. 21 - 142**

A Resolution Relating to Richland County's Participation in a State Program Providing Specialized Transportation Assistance.

WHEREAS Wisconsin Statutes, section 85.21 authorizes the Wisconsin Department of Transportation to make grants to Wisconsin counties for the purpose of assisting them in providing specialized transportation services to the elderly and the disabled, and

WHEREAS each grant must be matched with a local share of not less than 20% of the amount the grant and the Wisconsin Department of Transportation has allocated \$79,889 to Richland County for this program for 2022 so that, with a minimum 20% (\$15,978) matching contribution to be paid by Richland County for 2022, the total would be \$95,867, and

WHEREAS the County Board considers that the provision of specialized transportation services would improve the maintenance of human dignity and self-sufficiency of the elderly and disabled.

NOW THEREFORE. BE IT RESOLVED by the Richland County Board of Supervisors that the Richland County Department of Health and Human Services and its Director are hereby authorized to prepare and submit to the Wisconsin Department of Transportation an application for assistance during 2022 under Wisconsin Statutes, section 85.21 in accordance with the requirements issued by the Department of Transportation and the County Board also authorizes the obligation of County funds in the amount needed in order to provide the required local match, and

BE IT FURTHER RESOLVED that a sum of not less than \$15,978 of the amount budgeted for transportation funds for the Department of Health and Human Services Transportation Account in 2022 Richland County budget shall be used as the approximately 20% matching County cost-share portion of this program for specialized transportation assistance, which County contribution will enable Richland County to receive the \$79,889 grant which has been allocated to Richland County for 2022 by the Wisconsin Department of Transportation, in accordance with Wisconsin Statutes, section 85.21, and

BE IT FURTHER RESOLVED that the Director of the Department of Health and Human Services, Ms. Tracy Thorsen, is hereby authorized to execute a State aid contract with the Wisconsin Department of Transportation under Wisconsin Statutes, section 85.21 on behalf of Richland County, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE COUNTY  
BOARD SUPERVISOR MEMBERS OF THE  
HUMAN AND SERVICES BOARD

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH  
COUNTY CLERK

KERRY SEVERSON	X
INGRID GLASBRENNER	X
VAN NELSON	X
TIMOTHY GOTTSCHALL	X

DATED OCTOBER 26, 2021

Resolution No. 21-143 approving the Land Conservation Committee applying for and accepting a lake monitoring and protection grant from the Wisconsin Department of Natural Resources was read by County Clerk Kalish. Motion by Manning, second by Gentes that Resolution No. 21-143 be adopted. Motion carried and resolution declared adopted.

### **RESOLUTION NO. 21 – 143**

A Resolution Approving The Land Conservation Committee Applying For And Accepting A Lake Monitoring And Protection Grant From The Wisconsin Department Of Natural Resources.

WHEREAS the Land Conservation Committee and the County Conservationist, Ms. Cathy Cooper, have recommended that the Committee be granted authority to apply for a Lake Monitoring and Protection Grant from the Wisconsin Department of Natural Resources to pay for staff time and supplies relating to aquatic invasive species projects in the County, and

WHEREAS Rule 14 of the Rules of the Board requires County Board approval for any department of County government to apply for and accept a grant.

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application;

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the Land Conservation Committee to apply for a Lake Monitoring and Protection Grant from the Wisconsin Department of Natural Resources in the amount of up to \$9,578.00 to pay for staff time and supplies for aquatic invasive species projects in the County, and

BE IT FURTHER RESOLVED, that the Richland County Land Conservation Department will meet the financial obligations necessary to fully and satisfactorily complete the project and hereby authorized and empowers the following employees to submit the following documents to the Wisconsin Department of Natural Resources for the financial assistance that may be available:

<u>Task</u>	<u>Title of Authorized Representative</u>
Sign and submit a grant application	County Conservationist
Enter into a grant agreement with the DNR	County Conservationist
Submit quarterly and/or final reports to the DNR to satisfy the grant agreement, as appropriate	County Conservationist
Submit reimbursement request(s) to the DNR no later than the date specified in the grant agreement	County Conservationist

BE IT FURTHER RESOLVED that there is no County match required for this grant and approval is hereby granted for the grant funds to be spent in accordance with the terms of the grant and the County Conservationist, Ms. Cathy Cooper, is hereby authorized to sign on behalf of the County any documents needed to carry out this Resolution, and

BE IT FURTHER RESOLVED that the applicant will comply with all local, state and federal rules, regulations and ordinances relating to the project and the cost-share agreement, and

BE- IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION OFFERED BY THE COUNTY BOARD  
SUPERVISOR MEMBERS OF LAND CONSERVATION  
COMMITTEE

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH  
COUNTY CLERK

STEVE WILLIAMSON	X
MELISSA LUCK	X
SHAUN MURPHY-LOPEZ	X
BOB FRANK	X
LEE VAN LANDUYT	X

DATED OCTOBER 26, 2021

Resolution No. 21-144 approving a new collective bargaining agreement with the Richland County Deputy Sheriff Association, WPPA (The Union) was read by County Clerk Kalish. Motion by Seep, second by Van Landuyt that Resolution No. 21-144 be adopted. Motion carried and resolution declared adopted.

## **RESOLUTION NO. 21 - 144**

A Resolution Approving A New Collective Bargaining Agreement With The Richland County Deputy Sheriff's Association, WPPA (The Union).

WHEREAS the current collective bargaining agreement between Richland County and the Union representing the sworn employees of the Sheriff's Department expires on December 31, 2021, and

WHEREAS the Finance and Personnel Committee and the Union bargaining committee began negotiations on a successor agreement in July of this year, and

WHEREAS negotiations between the Finance and Personnel Committee and the Union bargaining committee have recently concluded with the parties tentatively agreeing to the following terms of a new agreement:

- 1) A three-year agreement with a term running from January 1, 2022 through December 31, 2024.
- 2) A wage adjustment of 3% each year on the first day of the first full pay period of each year.
- 3) Clarification as to when Union dues will be deducted from pay of new employees.
- 4) Updating the grievance procedure to clarify the proper name of committees for the hearing of grievances brought under the contract grievance procedure.
- 5) Clarify that the probationary status of a new employee continues for the latter of 12 months or until the employee satisfies certain training requirements (FTO and academy, if applicable).
- 6) Specify that employees are paid the same as they are for their scheduled holiday shift when they work extra hours on the holiday such as before or after their scheduled shift on the holiday.
- 7) Modify the vacation schedule so that new employees have access to vacation after 6 months of employment and that more senior employees reach the top of the vacation schedule at 20 years of service. Also add an intermediary step on the schedule when employees reach 16 years of service.
- 8) Provide that "Immediate family" is defined as parent, child or spouse, including step and in-law in kind for sick leave purposes.
- 9) Update health insurance coverage language and employee contributions so that members of the bargaining unit are treated the same as other county employees.
- 10) Update Dental Insurance language so members of the bargaining unit are treated the same as other employees.
- 11) Provide that certain language previously agreed to relating to retirement health insurance under the state insurance plan does not apply under the current health plan applicable to employees.
- 12) Update the start time for the third shift for Road Deputy (to 10:00 p.m.)
- 13) Delete certain previously agreed to contract provisions applicable to pay and fringe benefits for casual employees not in the bargaining unit.
- 14) Provide an additional one hundred dollars of uniform allowance per year for K-9, Drug Unit and Special Response Team (SRT) members.
- 15) Clarify when retiring employees must retire to ensure that payouts of certain accrued benefits occurs in same calendar year.
- 16) Provide for annual reimbursement of the cost of a single membership for bargaining unit members who pay for and meet certain minimum participation standards at the Symon Center.
- 17) Clarify the definition of family under bereavement leave for ease of administration and delete reference to "registered domestic partner" as that term is obsolete and is covered elsewhere in the definition.
- 18) Allow for lateral hires with three and six years of experience to access a higher level of vacation.
- 19) Provide that cadets may be hired at 75% of the rates on the wage schedule.

WHEREAS the members of the Union have ratified said tentative agreement, and

WHEREAS the Finance and Personnel Committee recommends that the Richland County Board of Supervisors approve said agreement.

NOW THEREFORE BE IT RESOLVED THAT THE Richland County Board of Supervisors hereby approves the three-year collective bargaining agreement between the County and the Union and authorizes the County Administrator to finalize said agreement and the Finance and Personnel Committee to sign said agreement on behalf of the County.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

FOR AGAINST

RESOLUTION ADOPTED

DEREK S. KALISH  
COUNTY CLERK

DATED: OCTOBER 26, 2021

SHAUN MURPHY-LOPEZ	X
DAVID TURK	X
MELISSA LUCK	X
MARTY BREWER	X
LINDA GENTES	X
MARC COUEY	X
DONALD SEEP	X

No appointments to Boards, Commissions or Committees were brought forth or made.

Administrator Langreck reviewed report on proposed changes in committee, boards, and commission assignments and urged all to stay tuned for future meetings regarding the proposed changes. Murphy-Lopez noted that the Rules & Resolutions Committee requested Administrator Langreck bring this item forward to this meeting so all were aware of the proposed changes as soon as possible.

Administrator Langreck noted that former Highway Commissioner Roger Petrick lost his son to an automobile accident. Supervisor Turk reported that former County Board Supervisor Larry Jewell passed away and that the prevalence of COVID is very strong in the community. Supervisor Severson reported that a letter from Richland Township resident Michael Nee has been received that states his intent to help Richland County and the Parks Commission to facilitate an easement through his property to gain access to property owned by the county.

Brewer noted the December 14<sup>th</sup> Board meeting will begin with a dinner at the University of Wisconsin-Platteville Richland campus at 5:00 PM. The Board meeting will take place immediately after the dinner and be held at the Phoenix Center at 7:00 PM.

Motion by Van Landuyt, second by McGuire to adjourn to Tuesday, December 14, 2021 at 5:00 p.m. Motion carried and the meeting adjourned at 9:11 PM.

STATE OF WISCONSIN )  
                                  )SS  
COUNTY OF RICHLAND)



I, Derek S. Kalish, County Clerk in and for the County of Richland, do hereby certify that the foregoing is a true copy of the proceedings of the County Board of Supervisors of Richland County for the meeting held on the 26<sup>th</sup> day of October, 2021.

Derek S. Kalish  
Richland County Clerk

**ORDINANCE NO. 21- \_\_\_\_\_**

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Kory & Bethany Thompson In The Town Of Richland.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:
- (a) Adequate public facilities to serve the development are present or will be provided.
  - (b) Provision of these facilities will not be an unreasonable burden to local government.
  - (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
  - (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
  - (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
  - (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
  - (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 1.36-acre parcel belonging to Kory & Bethany Thompson and in the Town of Richland is hereby rezoned from the General Agricultural and Forestry District (A-F) and Residential-2 to the Residential-2 (R-2) District:

Part of the SE ¼ of the NW ¼ and NE ¼ of the SW ¼, Section 13, T10N, R1E, Town of Richland, Richland County, Wisconsin, being more fully described as follows:

Commencing at the W ¼ Corner of Section 13, T10N, R1E; Thence S88°00'34" E along the northerly line of the SW ¼ of Section 13, 1448.37 feet to the easterly line of Lot 1, CSM 971; thence N01°00'48" E along the said easterly line 18 feet to the point of beginning:

Thence N 85° 49'35" E 217.38 feet; thence S07°22'20" E, 208.04 feet to the northerly right-of-way of Spiral Road; Thence continuing S 07°22'20"E 33.05 feet to the centerline of Spiral Road; Thence S85°41'13" W along said centerline, 252.74 feet to the easterly line of Lot 1, CSM971 extended southerly; Thence N 01°00'48"E, 33.14 feet to the SE Corner of Lot 1 CSM 971; Thence N 01°00'48" E along said easterly line of Lot 1 CSM 971, 209.18 feet to the point of Beginning.

3. This Ordinance shall be effective on December 14th, 2021.

DATED: DECEMBER 14, 2021  
PASSED: DECEMBER 14, 2021  
PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR		
RICHLAND COUNTY BOARD OF SUPERVISORS		
ATTEST:		
	MARC COUEY	X
	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
	LINDA GENTES	X
	INGRID GLASBRENNER	X

DEREK S. KALISH  
RICHLAND COUNTY CLERK

**ORDINANCE NO. 21- \_\_\_\_\_**

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Max Goessel and Beth Hanthorn In The Town Of Marshall.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (a) Adequate public facilities to serve the development are present or will be provided.
- (b) Provision of these facilities will not be an unreasonable burden to local government.
- (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
- (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following-described real estate in the Town of Marshall is hereby rezoned from the General Agricultural and Forestry District to the Residential -2 District: Lot #1 of Certified Survey Map #1176 as recorded in Volume 11, Certified Survey Maps, at pages 17-18, Richland County Register of Deeds.

3. This Ordinance shall be effective on December 14th, 2021.

DATED: DECEMBER 14, 2021  
PASSED: DECEMBER 14, 2021  
PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR	X	
RICHLAND COUNTY BOARD OF SUPERVISORS	X	
	X	
ATTEST:	X	
	X	

DEREK S. KALISH  
RICHLAND COUNTY CLERK

## ORDINANCE NO. 21- \_\_\_\_\_

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Jim & Sandra Matthes In The Town Of Forest.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (a) Adequate public facilities to serve the development are present or will be provided.
- (b) Provision of these facilities will not be an unreasonable burden to local government.
- (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
- (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 15.62-acre parcel belonging to Jim & Sandra Matthes and in the Town of Forest is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Agriculture and Residential (A-R) District:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWN 12 NORTH, RANGE 2 WEST, TOWN OF FOREST, RICHLAND COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 32, T12N, R2W;

**THENCE** S 89°56'06" E ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 499.13 FEET TO THE POINT OF BEGINNING;

**THENCE** CONTINUING S 89°52'06" E, 817.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

**THENCE** N 00°28'11" E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 876.06 FEET;

**THENCE** S 83°19'29" W, 295.76 FEET;

**THENCE** N 88°18'29" W, 274.55 FEET;

**THENCE** N 87°30'09" W, 211.22 FEET;

**THENCE** S 03°01'24" W, 858.28 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 15.62 ACRES (680,231 SQ.FT.), MORE OR LESS.

And that the following described 2.67-acre parcel in the Town of Forest is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Residential-2 (R-2) District:

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWN 12 NORTH, RANGE 2 WEST, TOWN OF FOREST, RICHLAND COUNTY, WISCONSIN, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 31 T12N, R2W;

**THENCE** N 00°03'11" E, 1305.82 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

**THENCE** N 89°56'49" W, 1319.81 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

**THENCE** N 00°27'30" E ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 164.99 FEET TO THE POINT OF BEGINNING;

**THENCE** CONTINUING N 00°27'30" E ON SAID WEST LINE, 305.62 FEET TO THE TO THE CENTERLINE OF COUNTY HIGHWAY I;

**THENCE** EASTERLY ON THE CENTERLINE OF COUNTY HIGHWAY I, 67.92 FEET ON THE ARC OF A 2791.32 FOOT RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 01°23'39" AND A LONG CHORD OF 67.92 FEET THAT BEARS S 85°06'52" E;

THENCE EASTERLY OF THE CENTERLINE OF COUNTY HIGHWAY I, 270.06 FEET ON THE ARC OF A 10534.00 FOOT RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 01°28'08" AND A LONG CHORD OF 270.05' THAT BEARS S 86°32'46" E;

**THENCE** S 87°16'50" E, 157.34 FEET TO THE LAST POINT ON THE CENTERLINE OF COUNTY HIGHWAY I;

**THENCE** S 07°48'34" E, 255.81 FEET;

**THENCE** N 76°04'31" W, 249.38 FEET;

**THENCE** S 69°24'27" W, 235.04 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.67 ACRES (116,266 SQ.FT.), MORE OR LESS.

3. This Ordinance shall be effective on December 14<sup>th</sup>, 2021.

DATED: DECEMBER 14, 2021  
PASSED: DECEMBER 14, 2021  
PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR	X	
RICHLAND COUNTY BOARD OF SUPERVISORS	X	
	X	
ATTEST:	X	
	X	

DEREK S. KALISH  
RICHLAND COUNTY CLERK

**ORDINANCE NO. 21- \_\_\_\_\_**

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Nick & Melissa Hilleshiem In The Town Of Marshall.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:
- (a) Adequate public facilities to serve the development are present or will be provided.
  - (b) Provision of these facilities will not be an unreasonable burden to local government.
  - (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
  - (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
  - (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
  - (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
  - (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 13.0-acre parcel belonging to Nick & Melissa Hilleshiem and in the Town of Marshall is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Agriculture and Residential (A-R) District:

Part of the Northwest quarter of the Southwest quarter of Section 27, Township 11 North, Range 1 West, Town of Marshall, Richland County, Wisconsin more particularly described as follows:

Parcel 1) Part of the Northwest 1/4 of The Southwest 1/4 excepting out East of County Highway Z & Southeast of Woods lane and Southwest of County Highway A

Parcel 2) Part of the Northwest 1/4 of the Southwest 1/4 that is East of County Highway A and is Northwest of Woods Lane.

3. This Ordinance shall be effective on December 14th, 2021.

DATED: DECEMBER 14, 2021  
PASSED: DECEMBER 14, 2021  
PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR	MARC COUEY	X
RICHLAND COUNTY BOARD OF SUPERVISORS	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
ATTEST:	LINDA GENTES	X
	INGRID GLASBRENNER	X

DEREK S. KALISH  
RICHLAND COUNTY CLERK

## ORDINANCE NO. 21- \_\_\_\_\_

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Cary Lori Norman In The Town Of Willow (and Rockbridge).

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (a) Adequate public facilities to serve the development are present or will be provided.
- (b) Provision of these facilities will not be an unreasonable burden to local government.
- (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
- (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 37.6-acre parcel belonging to Cary & Lori Norman and in the Town of Willow (and Rockbridge) is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Agriculture and Residential (A-R) District:

That part of the Southeast quarter of the Northeast quarter of Section 13, Township 11 North, Range 1 East, Town of Rockbridge and part of the Fractional Southwest quarter of the Northwest quarter and part of the Fractional Northwest quarter of the Northwest quarter of Section 18, Township 11 North, Range 2 East, Town of Willow, Richland County, Wisconsin bounded and described as follows:

Beginning at the East quarter corner of said Section 13;

Thence South 89°20'08" West, along the South line of said Southeast quarter of the Northeast quarter of Section 13, a distance of 328.79 feet to the Southwest corner of the East quarter of the Southeast quarter of the Northeast quarter;

Thence North 00°05'51" West, along the West line of said East quarter of the Southeast quarter of the Northeast quarter, 1323.58 feet to the Northwest corner of said East quarter of the Southeast quarter of the Northeast quarter;

Thence North 89°29'03" East, along the North line of said Southeast quarter of the Northeast quarter of Section 13, a distance of 327.53 feet to the Northeast corner of said Southeast quarter of the Northeast quarter of Section 13;

Thence North 89°59'47" East, along the North line of said Fractional Southwest quarter of the Northwest quarter of Section 18, a distance of 460.00 feet;

Thence North 00°09'05" West, 227.36 feet to a point on the centerline of Richland County Trunk Highway D;

Thence South 80°36'20" East, along said centerline, 359.09 feet to the point of curvature of a 1043.66-foot radius curve, concave to the South;

Thence Easterly, 75.97 feet along said centerline and curve having a central angle of 04°10'14" and a chord bearing South 78°31'13" East, 75.95 feet to a point of compound curvature with a 716.21-foot radius curve, concave to the South;

Thence Easterly, 118.36 feet along said centerline and curve having a central angle of 09°28'07" and a chord bearing South 71°42'03" East, 118.23 feet to the point of tangency of said curve;

Thence South 66°57'59" East, along said centerline, 149.57 feet to the point of curvature of a 751.51-foot radius curve, concave to the North;

Thence Easterly, 17.86 feet along said centerline and curve having a central angle of 01°21'42" and a chord bearing South 67°38'50" East, 17.86 feet to a point on the East line of said Fractional Northwest quarter of the Northwest quarter of Section 18;

Thence South 00°14'19" East, along the East line of said Fractional Northwest quarter of the Northwest quarter and the East line of said Fractional Southwest quarter of the Northwest quarter of Section 18, a distance of 1374.84 feet to the Southeast corner of said Fractional Southwest quarter of the Northwest quarter;

Thence North 89°57'22" West, along the South line of said Fractional Southwest quarter of the Northwest

quarter, 1156.75 feet to the point of beginning.  
That part of the Southeast quarter of the Northeast quarter of Section 13, Township 11 North, Range 1 East, Town of Rockbridge and part of the Fractional Southwest quarter of the Northwest quarter and part of the Fractional Northwest quarter of the Northwest quarter of Section 18, Township 11 North, Range 2 East, Town of Willow, Richland County, Wisconsin bounded and described as follows:  
Beginning at the East quarter corner of said Section 13;  
Thence South 89°20'08" West, along the South line of said Southeast quarter of the Northeast quarter of Section 13, a distance of 328.79 feet to the Southwest corner of the East quarter of the Southeast quarter of the Northeast quarter;  
Thence North 00°05'51" West, along the West line of said East quarter of the Southeast quarter of the Northeast quarter, 1323.58 feet to the Northwest corner of said East quarter of the Southeast quarter of the Northeast quarter;  
Thence North 89°29'03" East, along the North line of said Southeast quarter of the Northeast quarter of Section 13, a distance of 327.53 feet to the Northeast corner of said Southeast quarter of the Northeast quarter of Section 13;  
Thence North 89°59'47" East, along the North line of said Fractional Southwest quarter of the Northwest quarter of Section 18, a distance of 460.00 feet;  
Thence North 00°09'05" West, 227.36 feet to a point on the centerline of Richland County Trunk Highway D;  
Thence South 80°36'20" East, along said centerline, 359.09 feet to the point of curvature of a 1043.66-foot radius curve, concave to the South;  
Thence Easterly, 75.97 feet along said centerline and curve having a central angle of 04°10'14" and a chord bearing South 78°31'13" East, 75.95 feet to a point of compound curvature with a 716.21-foot radius curve, concave to the South;  
Thence Easterly, 118.36 feet along said centerline and curve having a central angle of 09°28'07" and a chord bearing South 71°42'03" East, 118.23 feet to the point of tangency of said curve;  
Thence South 66°57'59" East, along said centerline, 149.57 feet to the point of curvature of a 751.51-foot radius curve, concave to the North;  
Thence Easterly, 17.86 feet along said centerline and curve having a central angle of 01°21'42" and a chord bearing South 67°38'50" East, 17.86 feet to a point on the East line of said Fractional Northwest quarter of the Northwest quarter of Section 18;  
Thence South 00°14'19" East, along the East line of said Fractional Northwest quarter of the Northwest quarter and the East line of said Fractional Southwest quarter of the Northwest quarter of Section 18, a distance of 1374.84 feet to the Southeast corner of said Fractional Southwest quarter of the Northwest quarter;  
Thence North 89°57'22" West, along the South line of said Fractional Southwest quarter of the Northwest quarter, 1156.75 feet to the point of beginning.

3. This Ordinance shall be effective on December 14th, 2021.

DATED: DECEMBER 14, 2021  
PASSED: DECEMBER 14, 2021  
PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR	MARC COUEY	X
RICHLAND COUNTY BOARD OF SUPERVISORS	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
	LINDA GENTES	X
ATTEST:	INGRID GLASBRENNER	X

DEREK S. KALISH  
RICHLAND COUNTY CLERK



**ORDINANCE NO. 21- \_\_\_\_\_**

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To James & Marilyn Williamson and Austin Williamson In The Town Of Eagle.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (a) Adequate public facilities to serve the development are present or will be provided.
- (b) Provision of these facilities will not be an unreasonable burden to local government.
- (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
- (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following-described real estate in the Town of Marshall is hereby rezoned from the General Agricultural and Forestry District to the Commercial District:

Lot #1 of Certified Survey Map #108 as recorded in Volume 1, Certified Survey Maps, at pages 293-294, Richland County Register of Deeds.

3. This Ordinance shall be effective on December 14th, 2021.

DATED: DECEMBER 14, 2021

PASSED: DECEMBER 14, 2021

PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR		
RICHLAND COUNTY BOARD OF SUPERVISORS		
ATTEST:		
	MARC COUEY	X
	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
	LINDA GENTES	X
	INGRID GLASBRENNER	X

DEREK S. KALISH  
RICHLAND COUNTY CLERK

## **ORDINANCE NO. 21- \_\_\_\_\_**

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5 Relating To A Parcel Belonging To Gregory Greenheck In The Town Of Buena Vista.

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

1. The County Board, having considered the following factors, hereby finds that the following rezoning is in the best interests of the citizens of Richland County:

- (a) Adequate public facilities to serve the development are present or will be provided.
- (b) Provision of these facilities will not be an unreasonable burden to local government.
- (c) The land to be rezoned is suitable for development and development will not cause unreasonable water or air pollution, soil erosion or adverse effects on rare or irreplaceable natural areas.
- (d) Non-farm development will be directed to non-agricultural soils or less productive soils.
- (e) Non-farm development will be directed to areas where it will cause minimum disruption of established farm operations or damage to environmentally sensitive areas.
- (f) Non-farm development will be encouraged to locate so as to leave a maximum amount of farmland in farmable size parcels.
- (g) Non-farm residential development will be directed to existing platted subdivisions and sanitary districts.

2. Richland County Comprehensive Zoning Ordinance No. 5, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

That the official maps designating district boundaries, as adopted by Richland County Ordinance 1985 No. 1 (also known as Amendment No. 1 to the Richland County Comprehensive Zoning Ordinance No. 3), which was adopted on March 19, 1985, are hereby amended as follows:

That the following described 29.38-acre parcel belonging to Gregory Greenheck and in the Town of Buena Vista is hereby rezoned from the General Agricultural and Forestry District (A-F) to the Agriculture and Residential (A-R) District:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWN 9 NORTH, RANGE 2 EAST, TOWN OF BUENA VISTA, RICHLAND COUNTY, WISCONSIN BEING MORE FULLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 35, T9N, R2E;

THENCE N 89°42'43" E, 1307.33' TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A MEANDER LINE OF BEAR CREEK; THENCE NORTH 36°08'34" E ON SAID MEANDER LINE 210.00'; THENCE N 07°17'37" E ON A MEANDER LINE OF BEAR CREEK, 99.33' TO THE LAST POINT ON SAID MEANDER LINE; THENCE N 26°46'20" E, 27.24' TO A CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 667; THENCE N 59°02'17" E, 299.32' TO A CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 667;

THENCE N 23°08'10" E, 232.89' TO THE NORTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 667, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY HIGHWAY JJ; THENCE SOUTHEASTERLY SAID RIGHT-OF-WAY, 42.68' ON THE ARC OF A 1437.00' RADIUS CURVE TO THE RIGHT, MAKING A CENTRAL ANGLE OF 01°42'06" AND A LONG CHORD OF

42.67' THAT BEARS S 71°41'02" E;  
 THENCE S 70°49'59" E, 333.05'; THENCE SOUTHEASTERLY, 177.77' ON THE ARC OF A 2633.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 03°52'06" AND A LONG CHORD OF 177.73' THAT BEARS S 72°46'02" E; THENCE S 74°42'05" E, 293.82' TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE LAST POINT ON SAID RIGHT-OF-WAY; THENCE S 00°18'14" E, 401.08' TO THE CENTER OF SECTION 35; THENCE N 89°42'19" E ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 611.75'; THENCE S 01°54'32" E, 3.51' TO A POINT ON THE CENTERLINE OF OLD MILL ROAD; THENCE S 85°39'03" W ON SAID CENTERLINE, 311.80'; THENCE SOUTHWESTERLY, 203.91' ON THE ARC OF A 430.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 27°10'11" AND A LONG CHORD OF 202.00' THAT BEARS S 72°03'57.5" W; THENCE S 58°28'52" W, 209.13'; THENCE S 62°32'39" W, 913.44'; THENCE SOUTHWESTERLY, 470.46' ON THE ARC OF A 1690.00' RADIUS CURVE TO THE LEFT, MAKING A CENTRAL ANGLE OF 15°57'00" AND A LONG CHORD OF 468.94' THAT BEARS S 54°34'09" W; THENCE S 46°35'38" W, 60.27' TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE LAND POINT ON THE CENTERLINE OF OLD MILL ROAD; THENCE N 00°05'09" W, 923.39' TO THE POINT OF BEGINNING. PARCEL CONTAINS 29.18 ACRES (1,271,012 SQ.FT.), MORE OR LESS, TO THE ABOVE-DESCRIBED MEANDER LINES. PARCEL ALSO INCLUDES ALL THAT AREA OF LAND LYING BETWEEN THE ABOVE-DESCRIBED MEANDER LINES AND THE THREAD OF BEAR CREEK (APPROXIMATELY 0.2 ACRES, MORE OR LESS).

3. This Ordinance shall be effective on December 14th, 2021.

DATED: DECEMBER 14, 2021  
 PASSED: DECEMBER 14, 2021  
 PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
 LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR	X	
RICHLAND COUNTY BOARD OF SUPERVISORS	X	
ATTEST:	X	
	X	
	X	

MARC COUEY  
 STEVE WILLIAMSON  
 CHAD COSGROVE  
 LINDA GENTES  
 INGRID GLASBRENNER

DEREK S. KALISH  
 RICHLAND COUNTY CLERK

**ORDINANCE NO. 21 - \_\_**

Amendment No. \_\_\_\_ To Richland County Comprehensive Zoning Ordinance No. 5.

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

1. That Richland County Zoning Ordinance No. 5, which is Ordinance No. 2003- 16, as amended to date, is hereby further amended as follows:

2. Section IX entitled “Definitions” 4. Animal Unit is repealed and replaced by the following:

**4. Animal unit:** 1 Cow, steer, bull, horse, mule or donkey over 6 months of age, or 2 of any of these animals under 6 months of age, 2 Miniatures or ponies, 4 Hogs, 10 Sheep, 10 Goats, 100 Poultry, 100 Rabbits or any equivalent combination of the above. Other animal, fowl or fish types shall be considered on an individual basis on specific application.

3. This Ordinance shall be effective immediately upon its passage and publication.

DATED: DECEMBER 14, 2021

PASSED: DECEMBER 14, 2021

PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR		
RICHLAND COUNTY BOARD OF SUPERVISORS		
ATTEST:		
	MARC COUEY	X
	STEVE WILLIAMSON	X
	CHAD COSGROVE	X
	LINDA GENTES	X
	INGRID GLASBRENNER	X

DEREK S. KALISH

RICHLAND COUNTY CLERK

## ORDINANCE NO. 21 - \_\_\_\_\_

An Ordinance Prohibiting Livestock Running At Large.

The Richland County Board of supervisors does hereby ordain as follows:

Section I: Authority. This ordinance is enacted by the authority of section 59.54(6), Wisconsin statutes.

Section II: Definition. The term “running at large” in this ordinance means: any cattle, horses, sheep, goats, llamas, alpacas, pigs, poultry or any other domesticated animal that is off the premises and is not under supervision of owner or responsible party.

- Premises: Livestock owners land or any land where livestock is normally contained.
- Supervision: Under visual observation and physical containment.

Section III: Prohibited actions. No owner of livestock shall permit negligently or otherwise any livestock to run at large in any unincorporated area of Richland County.

- Any owner that has five (5) or more complaints in a calendar year of livestock running at large will be liable for penalties listed below no matter what the reasoning at the discretion of the Sheriff's Department.

Section IV: Exception. This ordinance does not apply to:

- Livestock that is being transferred to a new area of confinement.
- Livestock that have escaped from their confined areas and owners/designee are taking immediate action to contain said animal.

Section V: Enforcement. Enforcement of this ordinance shall be by citation issued by the Sheriff's Department and prosecution shall be undertaken by the District Attorney.

Section VI: Penalty. Any person who violates this ordinance shall forfeit not less than twenty-five dollars (\$25.00) nor more than one hundred sixty-nine dollars (\$169.00) for the first offense. Not less than fifty dollars (\$50.00) nor more than two hundred thirty-two dollars (\$232.00) for second offense and not less than one hundred dollars (\$100.00) nor more than three hundred eighty-nine dollars and fifty cents (\$389.50) for third or subsequent offenses.

Section VII: Effective date. This ordinance shall take effect immediately upon its passage and publication.

DATED: DECEMBER 14, 2021  
PASSED: DECEMBER 14, 2021  
PUBLISHED: DECEMBER 23, 2021

ORDINANCE OFFERED BY THE LAW  
ENFORCEMENT AND JUDICIARY COMMITTEE

	FOR	AGAINST
MARTY BREWER, CHAIR	STEVE WILLIAMSON	X
RICHLAND COUNTY BOARD OF SUPERVISORS	GARY MANNING	X
	KERRY SEVERSON	X
ATTEST:	CHAD COSGROVE	X
	MARC COUEY	X

DEREK S. KALISH  
RICHLAND COUNTY CLERK

**RESOLUTION NO. 21 – \_\_\_\_\_**

A Resolution Authorizing The Land Records Office To Apply For And Receive A Grant From The Wisconsin Land Records Board.

WHEREAS the Wisconsin Land Records Board has indicated that Richland County is eligible to receive a grant totaling \$128,824.00 to do various land records-related activities by December 31, 2023, and

WHEREAS Rule 19 of the Rules of the Board requires County Board approval before any department of County Government can apply for and receive a grant, and

WHEREAS the Zoning and Land Information Committee has carefully considered this matter and is now presenting this Resolution to the County Board for its consideration.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the Land Records Office to apply for and receive a Wisconsin Land Records Board grant totaling \$128,824.00, with the work to be completed by not later than December 31, 2023, and

BE IT FURTHER RESOLVED that approval is hereby granted for the grant funds to be spent according to the terms of the grant and for the following uses:

1. \$60,000 towards the completion of statutorily required benchmarks to create a Statewide digital parcel map;
2. \$67,824 to develop, maintain and operate a basic land information system and for the implementation of Richland County's Land Information Plan;
3. \$1,000 for educational and training purposes, and

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to sign on behalf of the County such documents as may be necessary to carry out this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

RESOLUTION OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

MARC COUEY	X
STEVE WILLIAMSON	X
CHAD COSGROVE	X
LINDA GENTES	X
INGRID GLASBRENNER	X

FOR    AGAINST

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Approving A Contract For Building Inspector Services Under The Uniform Dwelling Code.

WHEREAS Richland County is required by State law to conduct various building inspection services under the Uniform Dwelling Code for new homes that are constructed in the County, and

WHEREAS the County has been using the services of Wisconsin Municipal Building Inspection, LLC., whose principal is Michael T. Reuter of Platteville, since January, 2009 and the Zoning and Land Information Committee is satisfied with that firm's services, and

WHEREAS the Zoning and Land Information Committee is recommending that the County enter into a new contract with Mr. Reuter's firm for 2022 and 2023, and

WHEREAS Rule 19 of the Rules of the Board requires County Board approval for all contracts involving any expenditure of \$5,000 or more and the Zoning and Land Information Committee is presenting this Resolution to the County Board for its consideration.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the County to enter into a contract with Wisconsin Municipal Building Inspection, LLC. of Platteville whereby that firm will provide building inspector services for the County under the Uniform Dwelling Code for 2022 and 2023, and

BE IT FURTHER RESOLVED that, if the County engages the services of the firm for matters other than inspecting one and two-family dwellings, the hourly rate shall be \$60.00, and

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to sign on behalf of the County such contract in accordance with this Resolution as is approved by the Zoning and Land Information Committee, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE ZONING AND  
LAND INFORMATION COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

FOR    AGAINST

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

MARC COUEY	X
STEVE WILLIAMSON	X
CHAD COSGROVE	X
LINDA GENTES	X
INGRID GLASBRENNER	X

**RESOLUTION NO. 21- \_\_\_\_\_**

A Resolution Approving A 5-Year Contract Dealing With Stray, Neglected Or Abandoned Animals.

WHEREAS the Sheriff's Department has had a contract with Richland Area Rescue, Inc. for the past 3 years relating to dealing with stray, neglected or abandoned animals and the Department has been satisfied with the performance of Richland Area Rescue, Inc. over the past 3 years, and

WHEREAS the Law Enforcement and Judiciary Committee is recommending that the County enter into a new contract with Richland Area Rescue, Inc. for 2022, 2023, 2024, 2025 and 2026 with the same terms as the existing contract, except the monthly cost is increased from \$1,200 to \$1,500.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the County to enter into a contract with Richland Area Rescue, Inc. dealing with stray neglected or abandoned animals, with the contract being for 2022, 2023, 2024, 2025 and 2026 with the contract containing the same terms as the existing contract except that the monthly payment by the County is increased to \$1,500, and

BE IT FURTHER RESOLVED that Sheriff Clay Porter is hereby authorized to sign on behalf of the County a contract in accordance with this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE LAW  
ENFORCEMENT AND JUDICIARY COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

	FOR	AGAINST
MELISSA LUCK	X	
DAVID TURK	X	
CHAD COSGROVE	X	
DANIEL MCGUIRE	X	
KERRY SEVERSON	X	



## MEMORANDUM AGREEMENT

This Memorandum Agreement is between Richland Area Rescue, Inc. c/o Judy Elliott, President, 30083 County Trunk Highway O, Richland Center, WI 53924 (hereinafter "RICHLAND AREA RESCUE") and Richland County, a quasi-municipal corporation of the State of Wisconsin, c/o **Derek Kalish**, County Clerk, Courthouse, Richland Center, WI 53581 ("THE COUNTY") which parties agree as follows:

1. RICHLAND AREA RESCUE shall:

(a) pick up, transport, care for, shelter and dispose of all stray, neglected or abandoned animals that are referred to it by, or on behalf of, THE COUNTY's Sheriff's Department, including animals impounded as evidence by THE COUNTY's Sheriff's Department, except:

i. any stray, neglected or abandoned animal found in the City of Richland Center.

ii. farm livestock and horses.

(b) provide veterinary services and be responsible for all costs related to the care of animals in their custody, including quarantined animals.

(c) be responsible for costs of related veterinary services and other costs involved in dog bite orders from THE COUNTY'S Health and Human Services Department coming into their possession under this Memorandum Agreement.

(d) comply at all times with the record keeping requirements of Wisconsin Statutes section 173.17, and with the requirements of Wisconsin Statutes section 173.23, regarding the disposition of animals. Copies of those two sections of the Wisconsin Statutes are annexed hereto as Exhibit A.

2. THE COUNTY shall pay RICHLAND AREA RESCUE \$1,500.00 a month on or about the first day of each month (hereinafter “the base payment”). All expenses incurred in carrying out this Memorandum Agreement shall be paid by RICHLAND AREA RESCUE.

3. RICHLAND AREA RESCUE, which is in the business of operating an animal pound, meaning that it receives animals brought to it by persons or entities other than THE COUNTY, shall at all times while carrying out this Memorandum Agreement be an independent contractor and not an employee of THE COUNTY. RICHLAND AREA RESCUE shall at all times keep animals received from the Sheriff’s Department physically separate from other animals during the 7 days which it may have at its pound.

4. RICHLAND AREA RESCUE shall maintain the following standards for each dog received from THE COUNTY:

- a. The facility should provide a minimum of 24 square feet for each dog while protecting it from severe weather conditions.
- b. The floor of each run or pen should be a solid surface such as concrete which can be cleaned and disinfected between animals.
- c. The sides of each run should prevent animal to animal contact.
- d. Runs should be cleaned and bedded daily.
- e. Fresh, clean water and food must be provided daily.
- f. No more than one dog should be housed in a run, unless it’s a mother with pups or 2 smaller dogs.
- g. Adequate ventilation must be provided at all times.
- h. A daily record should be kept at the facility listing all animals that are impounded.
- i. Runs should be disinfected between animals.

- j. Random inspection should be done whenever animals are impounded. An inventory should be taken and conditions noted.
- k. Impounded animals should be kept separated from others until they are released.

5. If, in the exclusive judgment of THE COUNTY, RICHLAND AREA RESCUE is not complying with any of the terms of this Memorandum Agreement, THE COUNTY may elect to proceed in one of the following two ways:

- a. If, in the judgment of THE COUNTY, the noncompliance does not create an emergency and can be corrected, THE COUNTY shall give RICHLAND AREA RESCUE 30 days written notice detailing the non-compliance and giving RICHLAND AREA RESCUE a deadline of the 30 day period in which to correct the noncompliance;
- b. If, in the judgment of THE COUNTY, the noncompliance appears not to be correctable or creates an emergency, THE COUNTY may give RICHLAND AREA RESCUE written notice that this Memorandum Agreement is terminated as of the date of the notice. THE COUNTY shall pay RICHLAND AREA RESCUE on a pro-rata basis up to the date of such notice.

6. RICHLAND AREA RESCUE shall at all times maintain in good standing such license(s) for operating a dog pound as may be required by the State of Wisconsin. RICHLAND AREA RESCUE shall promptly notify THE COUNTY of any loss, revocation or suspension of any license necessary to carry out this contract. RICHLAND AREA RESCUE shall comply with any rabies directive made to it by any competent authority regarding any animal in their possession.

7. This contract shall run between January 1, 2022 through December 31, 2026.

8. RICHLAND AREA RESCUE shall charge no more than its actual costs of care, custody or treatment to any person required to pay for the care, custody or treatment of an animal.

9. On or before the 15<sup>th</sup> day of each month RICHLAND AREA RESCUE shall file a written report with the COUNTY's Law Enforcement Committee providing the following information as to each animal held by RICHLAND AREA RESCUE during the previous month. These written reports shall be sent to:

Mr. Aaron Wallace  
Chief Deputy Sheriff  
Richland County Courthouse  
181 West Seminary Street  
Richland Center, WI 53581

These reports shall include the following information concerning each animal held by RICHLAND AREA RESCUE during the previous month:

1. A physical description of the animal.
2. The date that custody was taken of the animal, the date the animal was delivered into the possession of another person and the identity of the person to whom delivered.
3. The reason for taking custody of the animal
4. The ultimate disposition of the animal, including the name and address of any person into whose custody the animal was ultimately released.

10. This Memorandum Agreement constitutes the entire agreement between the parties.

FOR RICHLAND AREA RESCUE:

_____	_____
Judy Elliott	date signed
President	
Richland Area Rescue, Inc.,	
a Wisconsin corporation	

FOR THE COUNTY:

_____	_____
Clay J. Porter	date signed
Sheriff of Richland County	
Signature authorized by	
Resolution #_____ adopted by	
the Richland County Board of	
Supervisors at its _____, 2021 session	

## RESOLUTION 21 - \_\_\_\_\_

A Resolution Approving Resolution Approving Collaboration Between The Richland County Board Of Supervisors And The Richland County Sheriff To Conduct Biannual Alcohol Age Compliance Checks Of Licensed Liquor Establishments.

WHEREAS, alcohol continues to be the number one drug of choice among Richland County youth; and

WHEREAS, research shows the human brain continues to develop into a person's mid-20's and that development is influenced by a person's environment and exposure to drugs and alcohol; and

WHEREAS, people who begin drinking before age 15 are four times more likely to develop alcohol dependence at some time in their lives as compared to those who have their first drink at age 20 or older; and

WHEREAS, underage drinking is linked to youth depression, academic failure, suicide, and violence, including sexual assault; and

WHEREAS, underage drinking is considered a drug of initiation leading to other drug use, and

WHEREAS, alcohol continues to kill and harm more youth than all other illegal drugs combined; and

WHEREAS, studies show parents talking to other parents and taking other concrete steps to prevent underage drinking are the most powerful influences in a young person's life; and

WHEREAS, 35% of Richland County high school youth report drinking alcohol prior to the age of 13 (2019 Youth Risk Behavioral Survey); and

WHEREAS, 23% of Richland County high school youth report having consumed at least one drink of alcohol in the last 30 days (2019 Youth Risk Behavioral Survey); and

WHEREAS, youth report "easy access" to alcohol, and licensed liquor establishments are not consistently checking ID's and some are selling to youth,

NOW THEREFORE BE IT RESOLVED, that in furtherance of these important efforts, I, Sheriff of the County of Richland, Wisconsin, and the Board of Supervisors, do hereby agree to collaborate to conduct biannual alcohol age compliance checks of licensed liquor establishments, and hereby invite the citizens of Richland County to pledge support for continued strategic efforts to reduce youth access to alcohol and consumption in our county.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE LAW  
ENFORCEMENT AND JUDICIARY COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

	FOR	AGAINST
MELISSA LUCK	X	
DAVID TURK	X	
CHAD COSGROVE	X	
DANIEL MCGUIRE		
KERRY SEVERSON	X	

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Approving A 3-Year Jail Maintenance Contract For The Sheriff's Department.

WHEREAS the locks in the Jail require constant maintenance and the Law Enforcement and Judiciary Committee is proposing that the County Board accept the bid from PieperPower of Merrill, Wisconsin for a 3-year jail lock maintenance contract for 2022, 2023 and 2024, and

WHEREAS Rule 19 of the Rules of the Board requires County Board approval for any contract involving \$10,000 or more and the Committee is now presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for a 3-year jail lock maintenance contract with PieperPower of Merrill, Wisconsin for the years 2022, 2023 and 2024 at a cost of \$19,914.00 and funds for this contract are already in the Sheriff's Department's 2022 budget, and

BE IT FURTHER RESOLVED that the Sheriff Clay Porter is hereby authorized to sign on behalf of the County a written contract with PieperPower which has been approved by the Law Enforcement and Judiciary Committee, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE LAW  
ENFORCEMENT AND JUDICIARY COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

	FOR	AGAINST
MELISSA LUCK	X	
DAVID TURK		
CHAD COSGROVE	X	
DANIEL MCGUIRE		
KERRY SEVERSON	X	

DATED: DECEMBER 14, 2021

**RESOLUTION NO. 21-\_\_\_\_\_**

A Resolution Grant An Access Easement To The Richland Hospital, Inc. Across The Pine River Recreational Trail.

WHEREAS the Parks Commission manages and maintains the Pine River Recreational Trail, and

WHEREAS the Pine River Trail bisects The Richland Hospital, Inc property leaving a portion of the property with no legal access, and

WHEREAS, The Richland Hospital, Inc would need an easement from Richland County to access that portion of the property, and

WHEREAS, the Parks Commission has worked with Corporation Council to develop an easement with the lawyer for The Richland Hospital, Inc.

WHEREAS, the Parks Commission recommends the easement, attached as Exhibit A, be approved by the County Board

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors grants approval of the attached easement

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
COUNTY BOARD MEMBERS OF THE  
PARKS COMMISSION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

FOR    AGAINST

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

KERRY SEVERSON  
GARY MANNING  
TIM GOTTSCHALL  
DANIELLE RUDERSDORF

DATED DECEMBER 14, 2021



## EASEMENT AGREEMENT

This Easement Agreement is between Richland County, a Wisconsin municipal corporation, as Grantor, and The Richland Hospital, Inc., a Wisconsin corporation, as Grantee.

### BACKGROUND

A. On April 27, 1995, the Wisconsin Department of Transportation conveyed to Richland County a 100-foot-wide strip of land in the South Half (S ½) of the Southwest Quarter (SW ¼) of Section 26, Township 10 North, Range 1 East, Town of Richland, Richland County, Wisconsin. The property was conveyed to Richland County “for the purpose of preserving the opportunity for future rail service and interim recreational use of the property”. The Department’s Quit Claim Deed was recorded with the Richland County Registry on April 28, 1995, as Document Number 216464.

B. Richland Hospital owns about 33 acres in Section 26 in the Town of Richland, Richland County, Wisconsin, that abuts both sides of Richland County’s 100-foot strip of land. Richland Hospital’s property is described on the attached Exhibit A as Parcels A and B.

C. Richland County’s strip of land separates Richland Hospital’s Parcels A and B, leaving Parcel B without a written access easement to either Parcel A or U.S. Highway 14.

D. Richland County is willing to provide a written access easement across its strip of land to connect Parcel B with Parcel A and U.S. Highway 14. The parties desire to record the easement with the Richland County Registry.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant.** Richland County grants a non-exclusive easement of ingress and egress to Richland Hospital and its successors as the owners of Parcels A and B over and across its 100-foot-wide strip of land. The easement shall run from Parcel B to Parcel A and U.S. Highway 14 but shall be subject to the conditions set forth in the Quit Claim Deed from the Wisconsin Department of Transportation to Richland County.

2. **Permitted Users.** This easement may be used by Richland Hospital and its tenants, employees, customers, and invitees in common with Richland County and its employees and invitees.

3. **Equal Rights of Use.** The parties shall have equal rights of ingress and egress over the easement area and shall take no action to prevent the other party’s enjoyment of such rights.

4. **Responsibility for Repairs.** In the event that the property subject to this Agreement is damaged the party responsible for the cause of the damage shall be responsible for the repairs. Richland Hospital shall be responsible if the damage is caused by it, or any of its agents, employees, tenants, customers or invitees.

5. **Timeline for Repairs.** Repairs shall be effected within 72 hours of the responsible party becoming aware of the damage to the property. If Richland Hospital cannot make the repairs within 72 hours, they are to contact the Richland County Parks Commission, which will make the repairs at the Richland Hospital's expense.

6. **Snowmobile Trail Use.** During the snowmobile season, typically December 15<sup>th</sup> through March 31<sup>st</sup>, the property must remain open and in fully useable condition. Disruption to the trail grooming is to be considered damage and is to be repaired per the process above.

7. **Covenants Run with the Land.** All the terms and conditions in this Agreement shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Richland County and Richland Hospital and their respective successors and assigns.

8. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent Richland Hospital from later use of the easement rights to the fullest extent authorized in this Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced under the internal laws of the State of Wisconsin.

10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and recorded in the office of the Register of Deeds of Richland County, Wisconsin.

Dated: \_\_\_\_\_, 2021.

**RICHLAND COUNTY:**

\_\_\_\_\_  
By: \_\_\_\_\_

**RICHLAND HOSPITAL, INC.:**

\_\_\_\_\_  
By: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Wisconsin  
County of Richland

This instrument was acknowledged before me on \_\_, 2021 by \_\_\_\_\_,  
on behalf of Richland County.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Wisconsin  
County of Richland

This instrument was acknowledged before me on \_\_, 2021 \_\_\_\_\_,  
on behalf of Richland Hospital, Inc.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

EXHIBIT A  
(Legal description of Richland Hospital  
Property)

Parcel A:

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) and part of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-six (26), Township Ten (10) North, Range One (1) East, Town of Richland and City of Richland Center, Richland County, Wisconsin, being more particularly described as follows:

BEGINNING at the South Quarter (S  $\frac{1}{4}$ ) Corner of said Section 26;  
Thence South 88 degrees 39 minutes 58 seconds 741.05 feet along the South line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 26;  
Thence North 37 degrees 49 minutes 16 seconds West, 812 feet, more or less, along the northerly line of the Pine River Recreation Trail (formerly a railroad right of way);  
Thence Northerly, 630 feet, more or less, along the centerline of an unnamed spring creek;  
Thence South 56 degrees 20 minutes 06 seconds East, 269 feet, more or less, along the Southwesterly line of Lot 1 of Certified Survey Map 760, as recorded in the office of the Richland County Register of Deeds in Volume 7 of Certified Survey Maps, on page 88;  
Thence North 34 degrees 05 minutes 36 seconds East, 429.61 feet along the southeasterly line of said Lot 1;  
Thence South 51 degrees 11 minutes 54 seconds East, 109.61 feet along southerly right of way of United States Highway 14;  
Thence continuing along said southerly right of way line, South 62 degrees 52 minutes 55 seconds East, 446.94 feet;  
Thence continuing along said southerly right of way line, South 47 degrees 19 minutes 35 seconds East, 144.32 feet;  
Thence continuing along said southerly right of way line, 116.62 feet along the arc of a curve concave to the Southwest, having a radius of 1,051,639.00 feet and a chord which bears South 50 degrees 33 minutes 32 seconds East, 116.62 feet;  
Thence South 00 degrees 32 minutes 10 seconds West, 904.79 feet along the East line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 26 to the point of beginning.

Parcel B:

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 26, Township Ten (10) North, Range One (1) East, Town of Richland, Richland County, Wisconsin, being more particularly described as follows:

Commencing at the South Quarter (S  $\frac{1}{4}$ ) Corner of said Section 26;

Thence South 88 degrees 39 minutes 58 seconds West, 1347.31 feet along the South line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 26 to the point of beginning;

Thence North 00 degrees 18 minutes 08 seconds East, 627.55 feet along the West line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 26;  
Thence South 37 degrees 49 minutes 18 seconds East, 780.23 feet along the southerly line of the Pine River Recreation Trail (formerly a railroad right of way);

Thence South 88 degrees 39 minutes 58 seconds West, 481.87 feet along the South line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 26 to the point of beginning.

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Celebrating The 75th Anniversary Of Soltwedel's Store.

WHEREAS a community celebration was held in Cazenovia on October 16th to honor the 75<sup>th</sup> anniversary of the founding of Soltwedel's Store in 1946, and

WHEREAS a large number of people gathered to honor this milestone, with live music by the Cazenovia German Band, and

WHEREAS John Soltwedel has been operating the general store since 1988, and

WHEREAS John's parents Paul and Irene owned and operated the store between 1946 and 1988, with help from John and his siblings, and

WHEREAS Soltwedel's Store provides the Cazenovia area with groceries and other retail goods, and

WHEREAS Soltwedel's Store is a throwback to the booming era of Richland County's small villages, and

WHEREAS small businesses like Soltwedel's provide sales and property tax revenue to fund local police protection, road maintenance, social safety net programs, and schools.

NOW THEREFORE BE IT RESOLVED the County Board expresses its appreciation to Mr. Soltwedel and his family for their dedication to the people of Cazenovia and Richland County, and

BE IT FURTHER RESOLVED the County Board encourages residents and visitors to continue to support businesses like Soltwedel's Store, and

BE IT FURTHER RESOLVED that the County Clerk is directed to send a copy of this Resolution to Mr. Soltwedel, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
RULES AND RESOLUTIONS COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

SHAUN MURPHY-LOPEZ	X
CHAD COSGROVE	X
KERRY SEVERSON	X
MELISSA LUCK	X
DONALD SEEP	X

FOR    AGAINST

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Celebrating Native American Heritage Month.

WHEREAS Native American Heritage Month has been celebrated across the country since the 1990, when President George H.W. Bush signed a joint resolution recognizing November as National American Indian Heritage Month, and

WHEREAS people of Native descent make up 1.2% of Richland County's residents, with 211 out of 17,304 residents identifying as Native in the 2020 Census, and

WHEREAS people of Native descent are critical to the economy, culture, and history of Richland County, and,

WHEREAS the most well-known Native site in Richland County is Sacred Hills (Xee Waka Cak), also known as Frank's Hill, which are burial mounds including representations of local wildlife.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the County Board hereby celebrates Native American Heritage Month, and

BE IT FURTHER RESOLVED that the County Board encourages residents to learn about and embrace the historical and cultural contributions of Native Americans in Richland County, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
RULES AND RESOLUTIONS COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

FOR AGAINST

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

SHAUN MURPHY-LOPEZ	X
CHAD COSGROVE	X
KERRY SEVERSON	X
MELISSA LUCK	X
DONALD SEEP	X

DATED: DECEMBER 14, 2021

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Extending The Time Period For The Strategic Planning Committee To Develop And Present A Finalized County Strategic Plan.

WHEREAS, at its July 20, 2021 meeting, the Richland County Board adopted Resolution No. 21-101 creating a Committee to Develop a Strategic Plan and Monitor Progress Once Developed, and

WHEREAS the committee is resolved to gather input from all stakeholders to continue the development of the Strategic Plan and create a final plan for presentation to the County Board by the end of 2021, and

WHEREAS the Committee has determined that more time is needed to fully review, develop and refine a plan in preparation for adoption prior to the 2022-2024 County Board Session, and

WHEREAS the Committee is recommending the period of development be extended to the end of the 2020-2022 County Board Session;

NOW THEREFORE BE IT RESOLVED by the Richland County Board that the Richland County Strategic Planning Committee shall gather input from all stakeholders to continue the development of the Strategic Plan and create a final plan for presentation to the County Board by the end of the 2020-2022 County Board Session,

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE STRATEGIC  
PLANNING COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

FOR    AGAINST

DEREK S. KALISH  
COUNTY CLERK

MELISSA LUCK	X
STEVE CARROW	X
KERRY SEVERSON	X
INGRID GLASBRENNER	X

DATED: DECEMBER 14, 2021



RESOLUTION NO. 21 - \_\_\_\_\_

A Resolution Creating A Countywide Branding Project and Process.

WHEREAS, Richland County Board of Supervisors recognizes the benefit of having a cohesive branding and marketing effort that positively promotes Richland County and all that it has to offer, and

WHEREAS, the recent strategic planning work facilitated and conducted by Southwest Regional Planning Commission has emphasized the need and importance of branding for casting a positive vision and image of the County to its current and potential citizens and businesses, and

WHEREAS, branding and marketing is a crucial element of positive Economic Development and,

WHEREAS, the County is able to participate in a professionally executed branding process that will produce a County Branding Manual covering details of logos, motto, flag, branding elements for all road signage, vehicle signage, building signage, county departments letterhead, business cards, and the website, and

WHEREAS, the cost of creating branding and the County Branding Manual will be covered by the USED A – Flood Recovery and Economic Resiliency Grant that Southwest Regional Planning Commission is currently administrating on Richland County’s behalf;

NOW THEREFORE BE IT RESOLVED, by the Richland County Board of Supervisors that a County Branding Process be conducted, and

BE IT FURTHER RESOLVED, that the branding process be facilitated by Director Jasen Glasbrenner – Richland Economic Development, Kate Koziol – Southwest Wisconsin Regional Planning Commission, and Kristin Mitchell – Professional Consultant at Kristin Mitchell Design, or their representatives, and

BE IT FURTHER RESOLVED, by the Richland County Board of Supervisors that the County Branding Committee is hereby created with the composition of the Committee of nine people being as follows:

- 1. Two County Board Members (one of whom will serve as chair)
  - a. Appointment 1
  - b. Appointment 2
- 2. Two County Department Heads
- 3. Three Community Members
  - a. A High School Student
  - b. A Business Sector Representative
  - c. A Representative of Art
- 4. Two village spots

BE IT FURTHER RESOLVED, that all County Branding Committee Members are to be appointed by the County Board, and

BE IT FURTHER RESOLVED, that the duties of the Branding Committee are as follows:

- To Bring insight to the process from the people and profession that they represent
- To help identify good process for public input
- To spread the news of this effort while speaking positively and supportively of the process
- The Committee helps shape the process and may provide insights on design elements but they themselves do not create, design, or dictate what the brand will be or tell the design consultant what to do. The branding consultant is responsible for helping to facilitate a process that allows the consultant to develop and create a brand that is representative of all of the input they receive and the entity they are designing for.
- To provide a recommendation of a Final County Branding Manual for full adoption and implementation by the County Board

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION		RESOLUTION OFFERED BY THE RULES AND RESOLUTIONS COMMITTEE	
AYES _____	NOES _____	FOR	AGAINST
RESOLUTION _____			
DEREK S. KALISH		SHAUN MURPHY-LOPEZ	X
COUNTY CLERK		CHAD COSGROVE	X
		KERRY SEVERSON	X
		MELISSA LUCK	X
DATED: DECEMBER 14, 2021		DONALD SEEP	X

## RESOLUTION NO. 21 - \_\_\_\_\_

A Resolution Authorizing Richland County to Enter Into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

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

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

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

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

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

**WHEREAS**, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

**WHEREAS**, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

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

**WHEREAS**, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

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

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

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

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

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

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

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

**WHEREAS**, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

**WHEREAS**, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County’s refusal to enter into the Settlement Agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

**WHEREAS**, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution;

**WHEREAS**, the County’s Opioid Abatement Account shall be separate from the County’s general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements;

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

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

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

**WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall among other things direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the “Attorney Fees Account”) in order to fund a state-level “backstop” for payment of the fees, costs, and disbursements of the Law Firms;

**WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Allocation MOU;

**WHEREAS**, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Allocation MOU, and the AG MOU, establish the County’s Opioid Abatement Account, and establish the Attorney Fees Account; and

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

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

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the County Administrator to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution.
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the County Administrator to execute same.
5. The corporation counsel’s negotiation and execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

**BE IT FURTHER RESOLVED:** the County hereby establishes an account separate and distinct from the County’s general fund which shall be titled “Opioid Abatement Account.” All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

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

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

**BE IT FURTHER RESOLVED** the County Board of Supervisors authorizes the County to enter into and affirm an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”)

Adopted by the Richland County Board of Supervisors this 14<sup>th</sup> day of December, 2021.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_NOES \_\_\_\_\_

RESOLUTION\_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE

FOR   AGAINST

SHAUN MURPHY-LOPEZ  
DAVID TURK  
MELISSA LUCK  
MARTY BREWER  
LINDA GENTES  
MARC COUEY  
DONALD SEEP

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Authorizing The Tri-County Airport Commission To Proceed With Acquisition Of Property And Property Right Of Way For The Airport Drainage Project.

WHEREAS Richland County is part-owner in the Tri-County airport with Sauk County, and

WHEREAS local partner appropriations through the Commission Fund are intended to be used by the Airport Commission for necessary property and property right of way acquisitions defined in the plat and order of relocation designating right of way for the drainage project, as originally resolved by Richland County Board Resolution No. 21-106 and amended by Res No. 21-129; and

WHEREAS expenses regarding properties, property rights and costs associated with equipment and building removal were negotiated through our contracted engineer, Jewell and Associates, and

WHEREAS the final Right of Way Acquisition Summary amounts to the following expenses:

1.	Steadfast Acres	\$14,750.00
2.	Gerald Sprecher	\$45,800.00
3.	Greenheck Farms	\$47,900.00
4.	Hartung	\$72,000.00
5.	Garrelts	\$9,690.00

WHEREAS the Tri-County Airport Commission would like to acquire the necessary property, and property right of ways, from current owners yet in the 2021 calendar year.

NOW THEREFORE BE IT RESOLVED BY THE Richland County Board of Supervisors authorizes the Tri-County Airport Commission to proceed with property and property right acquisitions as attached appendices to this resolution:

- A. Warranty Deed; Steadfast Acres
- B. Warranty Deed; Greenheck Farms Limited Partnership
- C. Permanent Limited Easement; Hartung Farms I, LLC
- D. Temporary Limited Easement; Hartung Farms I, LLC
- E. Permanent Limited Easement; Garrelts Farm LLC (Richland County)
- F. Permanent Limited Easement; Garrelts Farm LLC (Sauk County)
- G. Warranty Deed; Gerald and Margaret E. Sprecher Revocable Living Trust
- H. Temporary Limited Easement; Gerald and Margaret E. Sprecher Revoable Living Trust

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY TRI-COUNTY  
AIRPORT COMMISSION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

FOR AGAINST

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

RICH VALTIERRA  
STEVE WILLIAMSON  
DAN MCGUIRE  
DENNIS POLIVKA  
DONALD STEVENS

DATED: DECEMBER 14, 2021

# WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
lpa1560 04/2016 (replaces lpa1560 08/2011)

THIS DEED, made by **Steadfast Acres, LLC**, GRANTOR, conveys and warrants the property described below to **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of twelve thousand seven hundred dollars and zero cents (\$12,700.00).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **United States of America acting through the Farm Services Agency, United States Department of Agriculture**


This is not homestead property.

This space is reserved for recording data

Return to

Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
006-3513-1000

 9/23/2021  
Signature Date

Elisabeth Minich (member)  
Print Name

 9/23/2021  
Signature Date

STEVEN M SHOEMAKER  
Print Name (member)

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Fee = \$ 12,483.00  
TLE = \$ 216.16  
ROUNDING = \$ 0.84  
SUBTOTAL = \$ 12,700.00  
Fence Removal = \$ 100.00  
New Fence = \$ 1,950.00  
TOTALS = \$ 14,750.00  
9/23/2021

Date

State of Wisconsin

FRED G GRUBER  
Notary Public )  
State of Wisconsin ) ss.  
Richland County )

On the above date, this instrument was acknowledged before me by the named person(s).

  
Signature, Notary Public, State of Wisconsin

FRED G. Gruber  
Print Name, Notary Public, State of Wisconsin

August 12, 2025  
Date Commission Expires

## **Legal Description for Sheet 4.02**

**Fee Title** in and to that land of the owner(s) contained within the following described tract located in part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 35, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.02 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the North Quarter Corner (N1/4) of Section 35;

thence S14°30'32"E a distance of 1,100.59 to the point (100) of beginning;

thence N89°33'28"E a distance of 658.39' to a point (101);

thence N89°33'28"E a distance of 66.00' to a point (102);

thence N89°33'28"E a distance of 335.01' to a point (105);

thence S00°01'16"W a distance of 120.00' to a point (106);

thence S89°33'28"W a distance of 334.40' to a point (107);

thence S89°33'28"W a distance of 66.00' to a point (108);

thence S89°33'28"W a distance of 266.82' to a point (109);

thence N67°36'30"W a distance of 40.96' to a point (110);

thence S89°14'47"W a distance of 206.40' to a point (111);

thence S83°55'30"W a distance of 150.51' to a point (112);

thence N00°51'17"W a distance of 120.03' to the point (100) of beginning.

**Said Parcel of land contains 1.71 acres (74,727 square feet) more or less of permanent limited easement.**

## **Legal Description for Temporary Limited Easement for Sheet 4.02**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 35, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.02 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (112) as shown on said sheet 4.02 at Station 0+74.12, 60.00' RT.

thence to a point (111) at Station 2+23.89, 45.23' RT;

thence to a point (110) at Station 4+30.29, 44.10' RT;

thence to a point (109) at Station 4+68.04, 60.00' RT;

thence to a point (108) on the existing westerly right of way line of STH 130 at Station 7+34.86, 60.00' RT;

thence to a point (503) on the existing westerly right of way line of STH 130 at Station 7+34.83, 70.00' RT;

thence to a point (504) at Station 4+66.02, 70.00' RT;

thence to a point (505) at Station 4+28.30, 54.12' RT;

thence to a point (506) at Station 2+24.48, 55.22' RT;

thence to a point (536) at Station 0+73.84, 72.09' RT;

thence to a point (112) of beginning at Station 0+74.12, 60.00' RT.

EXCEPT all lands within the existing right of way boundaries of said STH 130.

**This easement is to terminate upon completion of this project.**

**Said Parcel of land contains 0.31 acres (13,408 square feet) more or less of Temporary Limited Easement (TLE).**



# WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
lpa1560 04/2016 (replaces lpa1560 08/2011)

THIS DEED, made by **Greenheck Farms Limited Partnership, a Wisconsin Limited Partnership**, GRANTOR, conveys and warrants the property described below to **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of thirty three thousand four hundred dollars and zero cents (\$33,400.00).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **Compeer Financial, FLCA**

This is not homestead property.

Fee = \$ 32,631.00  
TLE = \$ 746.00  
Rounding = \$ 23.00  
SUBTOTAL = \$ 33,400.00  
Fence Removal = \$ 600.00  
New Fence = \$ 3,900.00  
TOTAL = \$ 37,900.00 (Check to Be ISSUED)

This space is reserved for recording data

Return to  
Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
006-3622-0000, 006-3623-0000

House Removal = \$ 10,000.00  
Additional (Check to be ISSUED)

Nathan Burt 9-28-2021  
Signature partner Date

Nathan Burt  
Print Name

Susan R. Burt 9-28-2021  
Signature partner Date

Susan R. Burt  
Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

9/28/2021  
Date

State of Wisconsin

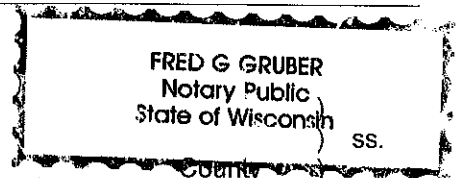
SAUK  
County

On the above date, this instrument was acknowledged before me by the named person(s).

Fred G. Gruber  
Signature, Notary Public, State of Wisconsin

FRED G. GRUBER  
Print Name, Notary Public, State of Wisconsin

August 12, 2025  
Date Commission Expires



#### **Legal Description for Sheet 4.04**

**Fee Title** in and to that land of the owner(s) contained within the following described tract located in part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.04 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the Northeast Corner (NE) of Section 35;  
thence S00°19'43"W a distance of 1,074.40' to the (114) of beginning;  
thence N89°33'28"E a distance of 18.25' to a point (117);  
thence S45°03'24"E a distance of 149.97' to a point (118);  
thence S00°19'43"W a distance of 768.12' to a point (119);  
thence N89°40'18"W a distance of 125.00' to a point (120)  
thence N00°19'43"E a distance of 739.04' to point (115);  
thence N00°19'43"E a distance of 134.17' to the point (114) of beginning.

**Said Parcel of land contains 2.38 acres (103,557 square feet) more or less of fee title.**

#### **Legal Description for Temporary Limited Easement for Sheet 4.04**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.04 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (114) as shown on said sheet 4.04 at Station 24+61.79, 75.51' LT.  
thence to a point (507) at Station 24+58.89, 104+78' LT;  
thence to a point (508) at Station 24+73.09, 112.56' LT;  
thence to a point (509) at Station 25+59.18, 105.94' LT;  
thence to a point (510) at Station 33+00.01, 90.00' LT;  
thence to a point (119) at Station 33+00.01, 60.00' LT.  
thence to a point (118) at Station 25+59.18, 73.43' LT.  
thence to a point (117) at Station 24+71.70, 80.27' LT  
thence to a point (114) of beginning at Station 24+61.79, 75.51' LT.

**This easement is to terminate upon completion of this project.**

**Said Parcel of land contains 0.66 acres (28,834 square feet) more or less of Temporary Limited Easement (TLE).**

#### **Legal Description for Sheet 4.05**

**Fee Title** in and to that land of the owner(s) contained within the following described tract located in part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.05 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the Northwest Corner (NW) of Section 36;  
thence S03°20'37"E a distance of 1,951.61' to the point (119) of beginning;  
thence S00°19'43"W a distance of 526.24' to a point (121);  
thence S44°40'17"E a distance of 184.03' to a point (122);  
thence on the existing northerly right of way line of CTH JJ S89°39'34"W a distance of 255.15' to a point (123);  
thence N00°19'43"W a distance of 659.35' to a point (120);  
thence S89°40'18"E a distance of 125.00' to the point (119) of beginning.

**Said Parcel of land contains 2.09 acres (90,893 square feet) more or less of fee title.**

## **Legal Description for Temporary Limited Easement for Sheet 4.05**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.05 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (119) as shown on said sheet 4.05 at Station 33+00.01, 60.00' LT.

thence to a point (510) at Station 33+00.01, 90.00' LT;  
thence to a point (514) at Station 36+91.30, 90.00' LT;  
thence to a point (515) at Station 36+90.00, 60.00' LT;  
thence to a point (119) of beginning at Station 33+00.01, 60.00' LT.

**This easement is to terminate upon completion of this project.**

**Said Parcel of land contains 0.27 acres (11,739 square feet) more or less of Temporary Limited Easement (TLE).**

Also:

Beginning at a point (516) as shown on said sheet 4.05 at Station 38+10.00, 60.00' LT.

thence to a point (517) at Station 38+10.60, 85.99' LT;  
thence to a point on the existing northerly right of way line of CTH JJ to a point (518) at Station 40+84.99, 90.00' LT;  
thence along said existing northerly right of way line to a point (122) at Station 40+55.68, 60.00' LT;  
thence to a point (121) at Station 38+48.95, 56.70' LT;  
thence to a point (516) of beginning at Station 38+10.00, 60.00' LT.

**This easement is to terminate upon completion of this project.**

**Said Parcel of land contains 0.14 acres (5,961 square feet) more or less of Temporary Limited Easement (TLE).**

# PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

**THIS EASEMENT**, made by Hartung Farms I, LLC GRANTOR, conveys a permanent limited easement as described below to the **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of **Sixty Nine Thousand Two Hundred Four dollars (\$69,204.00)** for the purpose of **constructing and maintenance of a drainage facility**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **Metropolitan Life Insurance Company**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

*Hartung Farms I LLC*

*By HARTUNG BROTHERS, INC Its Member*

Print Name

*By DANIEL HARTUNG*

Signature

Date

*Daniel Hartung 9/29/21*

Print Name

*Title: President*

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

This space is reserved for recording data

Return to

Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number

Parcel Identification Number/Tax Key  
Number 006-3631-0000, 006-3632-0000,  
006-3641-1000, 006-3642-0000

Date

State of *Wisconsin*

*Dane*

County

) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

*Daniel Layton*

Signature, Notary Public, State of Wisconsin

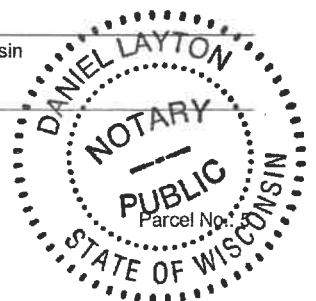
*Daniel Layton*  
Print Name, Notary Public, State of Wisconsin

*10/2/2024*

Date Commission Expires

This instrument was drafted by: Greg Jewell for the Tri County Regional Airport

Page 1 of 3



#### **Legal Description for Sheet 4.05**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.05 of the R/W Plat for Tri County Regional Airport Drainage, to wit:

Commencing at the West Quarter Corner (W¼) of Section 36;

thence S 79°58'58" E a distance of 161.93' to the point (124) of beginning;  
thence on the existing southerly right of way line of CTH JJ N 89°39'34" E a distance of 1,171.35' to a point (126);  
thence S 00°03'00" E a distance of 90.65' to a point (127);  
thence S 89°17'37" W a distance of 1,075.65' to a point (128);  
thence N 44°40'17" W a distance of 136.32' to a point (124) of beginning.

**Said Parcel of land contains 2.43 acres (105,860 square feet) more or less of permanent limited easement.**

#### **Legal Description for Sheet 4.06**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.06 of the R/W Plat for Tri County Regional Airport Drainage, to wit:

Commencing at the West Quarter Corner (W¼) of Section 36;

thence S 89°05'14" E a distance of 1,330.96' to the point (126) of beginning;  
thence on the existing southerly right of way line of CTH JJ N 89°39'34" E a distance of 1,315.93' to a point (129);  
thence S 00°12'46" E a distance of 82.25' to a point (130);  
thence S 89°17'37" W a distance of 1,316.23' to a point (127);  
thence N 00°03'00" W a distance of 90.65' to the point (126) of beginning.

**Said Parcel of land contains 2.61 acres (113,767 square feet) more or less of permanent limited easement.**

#### **Legal Description for Sheet 4.07**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Northeast Quarter of the Southwest Quarter (NW¼-SE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.07 of the R/W Plat for Tri County Regional Airport Drainage, to wit:

-

Commencing at the West Quarter Corner (W¼) of Section 36;

thence S 89°42'37" E a distance of 2,646.73' to the point (129) of beginning;  
thence on the existing southerly right of way line of CTH JJ N 89°39'34" E a distance of 1,315.47' to a point (131);  
thence S 00°23'26" E a distance of 73.85' to a point (132);  
thence S 89°17'37" W a distance of 1,315.74' to a point (130);  
thence N 00°12'46" W a distance of 82.25' to the point (129) of beginning.

**Said Parcel of land contains 2.36 acres (102,676 square feet) more or less of permanent limited easement.**

### **Legal Description for Sheet 4.08**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Northeast Quarter of the Southeast Quarter (NE¼-SE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.08 of the R/W Plat for Tri County Regional Airport Drainage, to wit:

Commencing at the East Quarter Corner (E1/4) of Section 36;

thence S 88°31'48" W a distance of 1,331.47' to the point (131) of beginning;

thence on the existing southerly right of way line of CTH JJ N 89°39'34" E a distance of 1,017.67' to a point (133);

thence S 00°13'37" E a distance of 67.35' to a point (134);

thence S 89°17'37" W a distance of 1,017.49' to a point (132);

thence N 00°23'26" W a distance of 73.85' to a point (131) of beginning.

**Said Parcel of land contains 1.65 acres (71,839 square feet) more or less of permanent limited easement.**

**Also;**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Northeast Quarter of the Southeast Quarter (NE¼-SE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.08 of the R/W Plat for Tri County Regional Airport Drainage, to wit:

Commencing at the East Quarter Corner (E1/4) of Section 36;

thence S 05°52'13" W a distance of 315.33' to the point (135) of beginning;

thence on the existing westerly right of way line of County line Road S 00°16'21" E a distance of 470.27' to a point (136);

thence S 89°45'51" W a distance of 44.68' to a point (137);

thence N 00°49'11" E a distance of 470.22' to a point (138);

thence N 89°33'21" E a distance of 35.72' to a point (135) of beginning.

**Said Parcel of land contains 0.43 acre (18,901 square feet) more or less of permanent limited easement.**

# TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by Hartung Farms I, LLC, a Wisconsin limited liability company, GRANTOR, conveys a temporary limited easement as described below to Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport, GRANTEE, for the sum of Two Thousand Seven Hundred Ninety Six dollars (\$2,796.00) for the purpose of highway construction.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:  
**Metropolitan Life Insurance Company**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to  
Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
006-3632-0000, 006-3631-0000,  
006-3641-1000, 006-3642-0000

HARTUNG Farms I LLC

Signature

Date

Signature

Date

By HARTUNG BROTHERS, INC member

Print Name

Print Name

By Daniel J HARTUNG

Signature

Date

Date

Daniel J Hartung 9/29/21

Print Name

State of Wisconsin

ss.

Title: President

Signature

Date

On the above date, this instrument was acknowledged before me by the named person(s).

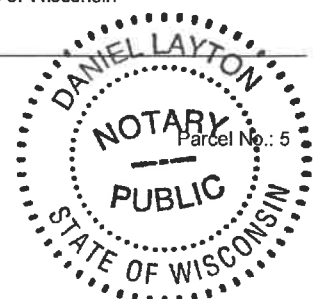
Signature, Notary Public, State of Wisconsin

Print Name

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by: Greg Jewell for the Tri County Regional Airport



#### **Legal Description for Temporary Limited Easement for Sheet 4.05**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the airport authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Northwest Quarter of the Southwest Quarter (NW¼-SW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.05 of the R/W Plat for R/W Project Tri County Regional Airport Drainage, to wit:

Beginning at a point (124) as shown on said sheet 4.05 at Station 40+35.60, 55.00' RT.  
thence to a point (128);  
thence to a point (127) at Station 51+98.51,54 .11' RT;  
thence to a point (522) at Station 51+98.37,84 .11' RT;  
thence to a point (521);  
thence to a point (520) at Station 40+60.30, 85.00' RT;  
thence to a point (124) of beginning at Station 40+35.60,8 5.00' RT.

**Said Parcel of land contains 0.85 acres (37,176 square feet) more or less of Temporary Limited Easement (TLE).**

#### **Legal Description for Temporary Limited Easement for Sheet 4.06**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the airport authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Northeast Quarter of the Southwest Quarter (NE¼-SW¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.06 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (127) as shown on said sheet 4.06 at Station 51+98.51,5 4.11' RT.  
thence to a point (130) at Station 65+14.71,45 .00' RT;  
thence to a point (523) at Station 65+14.66,75 .00' RT;  
thence to a point (522) at Station 51+98.37,84 .11' RT;  
thence to a point (127) of beginning at Station 51+98.51, 54.11' RT.

**Said Parcel of land contains 0.91 acres (39,488 square feet) more or less of Temporary Limited Easement (TLE).**

#### **Legal Description for Temporary Limited Easement for Sheet 4.07**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the airport authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Northwest Quarter of the Southeast Quarter (NW¼-SE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.07 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (130) as shown on said sheet 4.07 at Station 65+14.71, 45.00' RT;  
thence to a point (132) at Station 78+30.42,35 .89' RT;  
thence to a point (524) at Station 78+30.46, 65.89' RT;  
thence to a point (523) at Station 65+14.66, 75.00' RT;  
thence to a point (130) of beginning at Station 65+14.71,45 .00' RT;

**Said Parcel of land contains 0.91 acres (39,474 square feet) more or less of Temporary Limited Easement (TLE).**



### **Legal Description for Temporary Limited Easement for Sheet 4.08**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the airport authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Northeast Quarter of the Southeast Quarter (NE¼-SE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.08 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (132) as shown on said sheet 4.08 at Station 78+30.40, 3 5.89' RT;

thence to a point (134) at Station 88+47.87, 28 .85' RT;

thence to a point (525) at Station 88+47.84, 58 .85' RT;

thence to a point (524) at Station 78+30.46, 65 .89' RT;

thence to a point (132) of beginning at Station 78+30.40, 35.89' RT;

**Said Parcel of land contains 0.70 acres (30,523 square feet) more or less of Temporary Limited Easement (TLE).**

Also:

Beginning at a point (526) as shown on said sheet 4.08 at Station 204+86.86, 60 .00' LT;

thence to a point (138) at Station 204+87.45, 30.00' LT;

thence to a point (137) at Station 200+17.74, 31 .35' LT;

thence to a point (136) at Station 200+17.83, 1 3.33' RT;

thence to a point (528) at Station 199+87.83, 13.41' RT;

thence to a point (527) at Station 199+87.67, 61 .84' LT;

thence to a point (526) of beginning at Station 204+86.86, 6 0.00' LT;

**Said Parcel of land contains 0.38 acres (16,355 square feet) more or less of Temporary Limited Easement (TLE).**

Also:

A **Temporary Limited Easement (TLE)** for irrigation equipment construction purposes (Retrofit irrigation equipment in fields 58 and 59, construction of a new well, new electrical service, wire and pump panel for fields 58 and 59, abandonment of existing well and electrical service) including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the airport authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being the NW¼ of the SW¼, NE¼ of the SW¼, NW¼ of the SE¼ and the NE¼ of the SE¼ all in Section 36, T9N, R2E, Town of Buena Vista, Richland County, WI.

All Temporary Limited Easement (TLE) are no longer valid after construction has been completed.

# PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
Ipa1552 04/2016 (replaces Ipa1552 08/2011) Ch. 84 Wis. Stats.

**THIS EASEMENT**, made by **Garrelts Farm LLC**, GRANTOR, conveys a permanent limited easement as described below to the **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of **six hundred eighty dollars and zero cents** dollars (**\$680.00**) for the purpose of **constructing and maintenance of a drainage facility**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to  
Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
006-3614-0000

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

PLE = \$ 584.00  
TLE = \$ 90.65  
Rounding = \$ 5.35  
TOTALS = \$ 680.00

Date

State of

SAUK

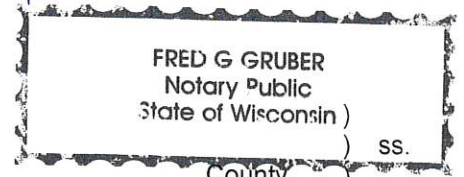
County

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires



Project ID  
T56020

This instrument was drafted by  
Wesley L. Kraemer for Richland County

Parcel No.  
6

### **Legal Description for Sheet 4.08**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.08 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the East Quarter Corner (E1/4) of Section 36;

thence N19°53'42"W a distance of 100.39' to the point (139) of beginning;

thence on the existing westerly right of way line of Garrelts Lane S00°16'06"E a distance of 54.84' to a point (140);

thence on the existing northerly right of way line of CTH JJ S89°39'34"W a distance of 75.43' to a point (141);

thence N00°20'26"W a distance of 22.57' to a point (142);

thence N51°38'56"E a distance of 52.72' to a point (143);

thence N89°58'44"E a distance of 33.96' to the point (139) of beginning.

**Said Parcel of land contains 0.08 acres (3,476 square feet) more or less of permanent limited easement.**

### **Legal Description for Temporary Limited Easement for Sheet 4.08**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) of Section 36, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.08 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (529) as shown on said sheet 4.08 at Station 301+03.98, 109.85' LT;

thence to a point (530) at Station 301+60.82, 103.00' LT;

thence to a point (139) at Station 301+61.11, 40.00' LT;

thence to a point (143) at Station 301+28.00, 40.00' LT;

thence to a point (142) at Station 301+12.00, 33.00' LT;

thence to a point (141) at Station 301+04.47, 27.38' LT;

thence to a point (529) of beginning at Station 301+03.98, 109.85' LT;

**This easement is to terminate upon completion of this project.**

**Said Parcel of land contains 0.13 acres (5,684 square feet) more or less of Temporary Limited Easement (TLE).**

# PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
Ipa1552 04/2016 (replaces Ipa1552 08/2011) Ch. 84 Wis. Stats.

**THIS EASEMENT**, made by **Garrelts Farm LLC**, GRANTOR, conveys a permanent limited easement as described below to the **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of **six thousand three hundred twenty dollars and zero cents** dollars (\$6,320.00) for the purpose of **constructing and maintenance of a drainage facility**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **The Peoples Community Bank**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
032-1216-0000

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

PLE = \$5,767.00  
TLE = \$550.86  
Rounding = \$2.14  
Sub-TOTALS = \$6,320.00  
Fence Removal = \$100.00  
New Fence = \$3,270.00  
TOTALS = \$9,690.00

Date

State of

SAUK

FRED G GRUBER  
Notary Public  
State of Wisconsin  
County ) SS.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID  
T56020

This instrument was drafted by  
Wesley L. Kraemer for Sauk County

Parcel No.  
6

### **Legal Description for Sheet 4.09**

A **Permanent Limited Easement** in and to that land of the owner(s) contained within the following described tract located in part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 31, Township 9 North, Range 3 East, Town of Spring Green, Sauk County, Wisconsin as shown on sheet 4.09 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the West Quarter Corner (W1/4) of Section 31;

thence N19°33'06"E a distance of 95.23' to the point (144) of beginning;

thence S89°39'34"W a distance of 30.72' to a point (145);

thence S73°18'33"E a distance of 67.63' to a point (146);

thence N89°39'31"E a distance of 994.17' to a point (147);

thence S00°12'22"E a distance of 30.00' to a point (148);

thence on the existing northerly right of way line of CTH JJ S89°39'34"W a distance of 1,089.55' to a point (149);

thence N00°16'06"W a distance of 49.79' to the point (144) of beginning.

**Said Parcel of land contains 0.79 acres (33,926 square feet) more or less of permanent limited easement.**

### **Legal Description for Temporary Limited Easement for Sheet 4.09**

A **Temporary Limited Easement (TLE)** for drainage channel construction purposes, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being a part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 31, Township 9 North, Range 3 East, Town of Spring Green, Sauk County, Wisconsin as shown on sheet 4.09 of the R/W Plat for R/W Project Tri County Airport Drainage, to wit:

Beginning at a point (531) as shown on said sheet 4.09 at Station 302+27.00, 64.00' LT;

thence to a point (532) at Station 302+57.55, 67.39' LT;

thence to a point (533) at Station 303+28.12, 56.97' LT;

thence to a point (534) at Station 313+47.89, 55.34' LT;

thence to a point (535) at Station 313+47.63, 4.66' RT;

thence to a point (148) at Station 313+17.75, 4.61' RT;

thence to a point (147) at Station 313+17.75, 25.39' LT;

thence to a point (146) at Station 303+23.58, 26.97' LT;

thence to a point (145);

thence to a point (144) at Station 302+27.14, 35.34' LT;

thence to a point (531) of beginning at Station 302+27.00, 64.00' LT;

**This easement is to terminate upon completion of this project.**

**Said Parcel of land contains 0.79 acres (34,527 square feet) more or less of Temporary Limited Easement (TLE).**



# WARRANTY DEED

Exempt from fee [s. 77.25(2r) Wis. Stats.]  
Ipa1560 04/2016 (replaces Ipa1560 08/2011)

THIS DEED, made by **Gerald A. Sprecher and Margaret E. Sprecher Revocable Living Trust, dated November 22, 2013**, GRANTOR, conveys and warrants the property described below to **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of Forty-Five Thousand, Eight Hundred Dollars (\$45,800.00).

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: **None**

This is not homestead property.

This space is reserved for recording data

Return to  
Tri County Regional Airport  
Attn: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
006-3511-1000, 006-3512-1000

Signature Date

Gerald A. Sprecher

Print Name

*Gerald A. Sprecher* 9-30-21

Signature

Date

Margaret E. Sprecher

Print Name

*Margaret E. Sprecher* 9-30-21

Signature

Date

Print Name

Signature Date

Print Name

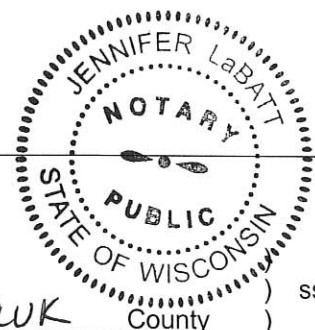
Signature Date

Print Name

9/30/2021

Date

State of Wisconsin



Sauk

County

ss.

On the above date, this instrument was acknowledged before me by the named person(s).

*Jennifer LaBatt*

Signature, Notary Public, State of Wisconsin

Jennifer LaBatt

Print Name, Notary Public, State of Wisconsin

3/30/2025

Date Commission Expires

### **Legal Description for Sheet 4.02**

A Warranty Deed in and to that land of the owner(s) contained within the following described tract located in part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) of Section 35, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.02 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the North Quarter Corner (N1/4) of Section 35;

thence S14°30'32"E a distance of 1,100.59 to the point (100) of beginning;  
thence N89°33'28"E a distance of 658.39' to a point (101);  
thence N89°33'28"E a distance of 66.00' to a point (102);  
thence N89°33'28"E a distance of 335.01' to a point (105);  
thence S00°01'16"W a distance of 120.00' to a point (106);  
thence S89°33'28"W a distance of 334.40' to a point (107);  
thence S89°33'28"W a distance of 66.00' to a point (108);  
thence S89°33'28"W a distance of 266.82' to a point (109);  
thence N67°36'30"W a distance of 40.96' to a point (110);  
thence S89°14'47"W a distance of 206.40' to a point (111);  
thence S83°55'30"W a distance of 150.50' to a point (112);  
thence N00°51'17"W a distance of 120.03' to the point (100) of beginning.

**Said Parcel of land contains 0.92 acres (40,146 square feet) more or less of permanent limited easement.**

### **Legal Description for Sheet 4.03**

A Warranty Deed in and to that land of the owner(s) contained within the following described tract located in part of the Northwest Quarter of the Northeast Quarter (NW¼-NE¼) and in part of the Northeast Quarter of the Northeast Quarter (NE¼-NE¼) and in part of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) of Section 35, Township 9 North, Range 2 East, Town of Buena Vista, Richland County, Wisconsin as shown on sheet 4.03 of the R/W Plat for Tri County Airport Drainage, to wit:

Commencing at the Northeast Corner (NE) of Section 35;

thence S50°55'34"W a distance of 1,720.77' to the point (105) of beginning;  
thence N89°33'28"E a distance of 1,329.77' to a point (114);  
thence S00°19'43"W a distance of 134.16' to a point (115);  
thence N45°03'24"W a distance of 19.88' to a point (116);  
thence S89°33'28"W a distance of 1,314.97' to a point (106);  
thence N00°01'16"E a distance of 120.00' to the point (105) of beginning

**Said Parcel of land contains 3.66 acres (159,634 square feet) more or less of permanent limited easement.**

# TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]  
lpa1577 04/2016 (replaces lpa1577 10/2011)

**THIS EASEMENT**, made by **Gerald A. Sprecher and Margaret E. Sprecher Revocable Living Trust, dated November 22, 2013**, GRANTOR, conveys a temporary limited easement as described below to **Richland County and Sauk County, tenants in common under the name of Tri County Regional Airport**, GRANTEE, for the sum of **Zero dollars (\$0.00)** for the purpose of irrigation equipment construction.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to  
Tri County Regional Airport  
ATTN: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

Parcel Identification Number/Tax Key Number  
006-3514-1000, 006-3511-1000, 006-3512-1000,  
006-3513-2000

Gerald A. Sprecher 9-30-21  
Signature Date

Gerald A. Sprecher  
Print Name

Margaret E. Sprecher 9-30-21  
Signature Date

Margaret E. Sprecher  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

9/30/2021  
Date

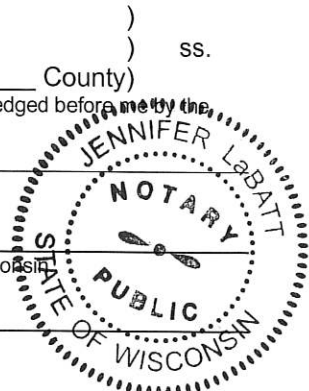
State of Wisconsin )  
 )  
 ) ss.  
Sauk County)

On the above date, this instrument was acknowledged before me by the named person(s).

Jennifer LaBatt  
Signature, Notary Public, State of Wisconsin

Jennifer LaBatt  
Print or Type Name, Notary Public, State of Wisconsin

3/30/25  
Date Commission Expires



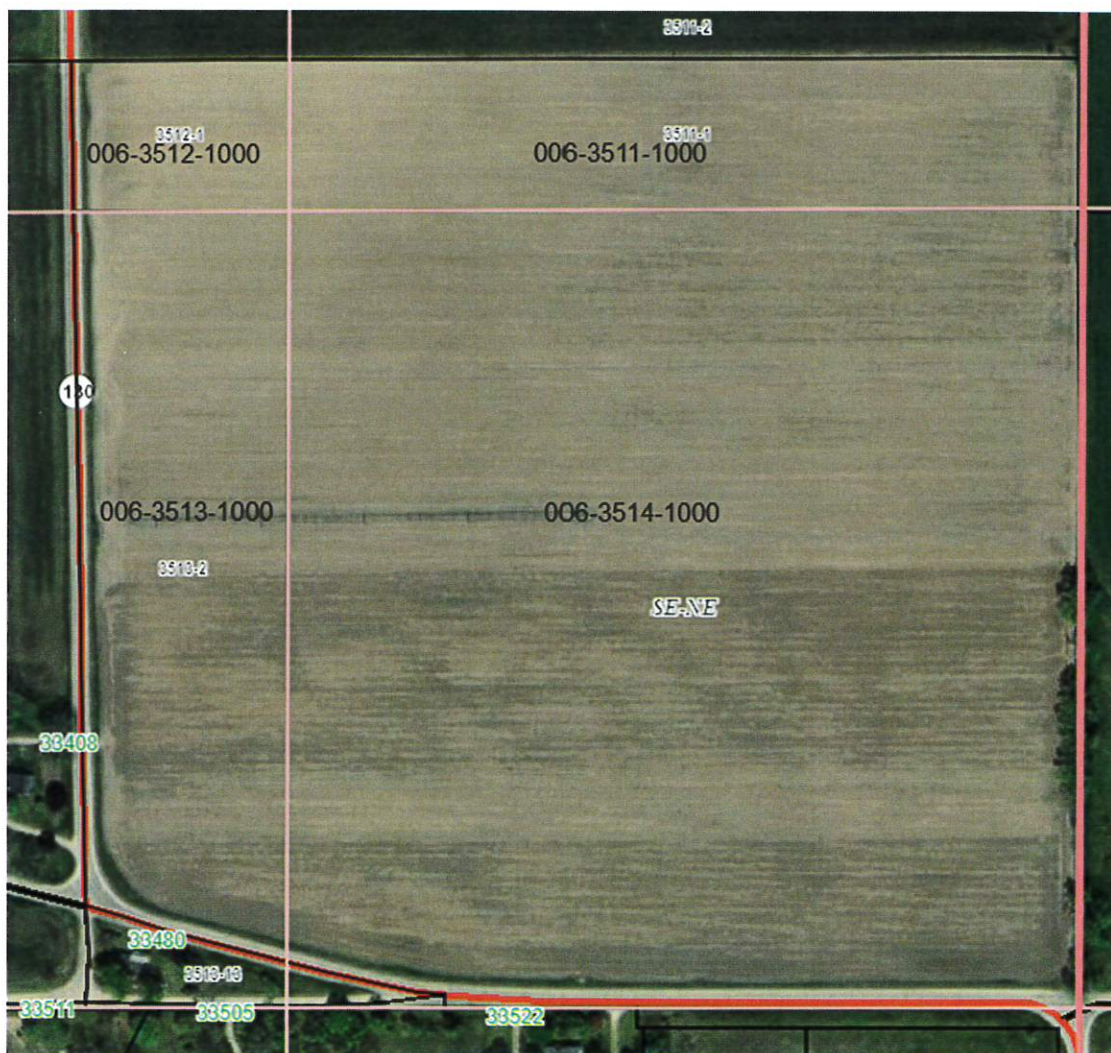


## Legal Description for Temporary Limited Easement for Irrigation Equipment Construction

A **Temporary Limited Easement (TLE)** for irrigation equipment construction purposes (retrofit existing irrigation equipment) necessary due to conflicts with the construction of Tri County Regional Airport Drainage Project. Work is located in fields on Parcel No 006-3514-1000, 006-3511-1000, 006-3512-1000, and 006-3513-2000, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purposes, including the right to preserve, protect, remove or plant thereon any vegetation that the airport authorities may deem desirable to prevent the erosion of the soil. In and to that land of the owner(s) being the NW ¼ of the NE ¼, NE ¼ of the NE ¼, SW ¼ of the NE ¼ and the SE ¼ of the NE ¼ all in Section 35, T9N, R2E, Town of Buena Vista, Richland County, WI.

Easement will expire at the end of construction of said irrigation equipment.

Temporary Limited Easement - Parcel Locations



## FINAL RIGHT OF WAY ACQUISITION SUMMARY

29-Sep-21

Steadfast Acres	R/W	1.71	\$	7,300.00	\$	12,483.00
	TLE	0.31			\$	216.16
				Rounding	\$	0.84
				Subtotal	\$	12,700.00
				Remove Fence	\$	100.00
				New Fence	\$	1,950.00
\$6,363.00		Please Issue a Check for			\$	14,750.00

Gerald Sprecher	R/W	0.92				
		3.66				
		4.58	\$	7,300.00	\$	33,434.00
	TLE	0				
Irrigation Changes	Damages				*	\$ 12,366.00
		Please Issue a Check for			\$	45,800.00

Greenheck Farms	R/W	2.38			
		2.09			
		4.47	\$	7,300.00	\$ 32,631.00
	TLE	0.66			
		0.41			
		1.07			\$ 746.00
				Rounding	\$ 23.00
				Subtotal	\$ 33,400.00
				Remove Fence	\$ 600.00
				New Fence	\$ 3,900.00
Please Issue a Check for				\$ 37,900.00	
Second Check to be Issued When House is Removed					
House Removal	Damages			*	\$ 10,000.00
Total					\$ 47,900.00

Hartung	PLE	9.48	\$	7,300.00	\$	69,204
	TLE	3.75			\$	2,615
				Rounding	\$	181
	TLE Sub Total				\$	2,796
				Sub-Total	\$	72,000
	Please Issue a Check for			\$	72,000	

Garrelts	Richland	PLE	9.48	\$	7,300.00	\$	584.00
		TLE	3.75			\$	90.65
					Rounding	\$	5.35
		Please Issue a Check for			\$	680.00	
	Sauk	PLE				\$	5,767.00
		TLE				\$	550.86
					Rounding	\$	2.14
					Subtotal	\$	6,320.00
					Remove Fence	\$	100.00
					New Fence	\$	3,270.00
		Please Issue a Check for			\$	9,690.00	

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Granting Tri-County Drainage System Easement To Hartung Farms.

WHEREAS Richland County is part-owner in the Tri-County airport with Sauk County, and

WHEREAS Hartung Farms has requested access to the future Tri-County Drainage System for displacement of storm water; and

WHEREAS our associates with the Wisconsin Department of Transportation – Bureau of Aeronautics has assured the owners that the drainage easement has been cleared with the Federal Aviation Administration as to not adversely impact federal funding for the drainage system and airport improvements project, and

WHEREAS the Tri-County Airport Commission is in favor of this action and is making recommendation to the airport owners.

BE IT THEREFOR RESOLVED that the Richland County Board grants Tri-County Drainage System easement to Hartung Farms in accordance with the Drainage Easement Agreement (Addendum A) as attached to this resolution, and

BE IT FURTHER RESOLVED that the Richland County Board authorizes the Richland County Administrator to sign into the agreement on behalf of Richland County, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY TRI-COUNTY  
AIRPORT COMMISSION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

FOR AGAINST

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

RICH VALTIERRA  
STEVE WILLIAMSON  
DAN MCGUIRE  
DENNIS POLIVKA  
DONALD STEVENS

## DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is made this 29 day of September 2021, by and between the Richland County and Sauk County tenants in common under the name of Tri County Regional Airport ( hereinafter referred to as the "Grantor") and Hartung Farms I, LLC, a Wisconsin Limited Liability Company, (hereinafter referred to as the "Grantee").

### RECITALS

A. Grantor owns a parcel of real estate situated in the Town of Spring Green, Sauk County, Wisconsin, Parcel ID 032-1219-00000 described in detail on attached Exhibit A.

B. Grantee wishes an easement over, under and across a portion of said Parcel more particularly described on Exhibit B attached hereto (the "Easement Area"). The location of the Easement Area is shown, and the easement granted herewith is referenced, on the maps attached hereto as Exhibit C.

C. Grantor wishes to grant such easement to Grantee in the manner and form following.

THEREFORE, for valuable consideration, the parties hereto agree as follows:

1. Access for Drainage Proposes. Grantor hereby grants, conveys, transfers and assigns unto Grantee a permanent exclusive easement over, under and across the Easement Area for the following purposes: (i) to construct, maintain, inspect, operate, repair, move, remove, replace and reconstruct a storm water discharge main and related facilities and appurtenances; (ii) to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and (iii) for ingress and egress to exercise the rights and privileges granted herein. Grantee shall have the right to come upon the Easement Area at any time and for all purposes relating to the exercise of its rights hereunder.

2. Property Restoration. Following any construction-related activity by Grantee in the Easement Area, Grantee shall restore, as best as practicable, such Easement Area to the condition it was in before such construction and activities.

3. Repairs. Grantee shall be responsible for any erosion or damage to the Tri County Regional Airport Drainage System caused by water discharged into the said system by the Grantee. The Tri County Regional Airport Manager will provide periodic inspections of the system and report any issues to the Grantee as soon as noted. If not repaired within 30 days of notice given, the Tri County Airport will make repairs and charge the Grantee for such work. Failure to pay for repairs will be immediate loss of easement rights to the Grantee.

### Return to:

Tri County Regional Airport  
Attn: Mark Higgs, Manager  
E2525 Co Hwy JJ  
Spring Green, WI 53588

4. Consistent Uses by Grantor Allowed. This easement is exclusive to the Grantee. Grantor reserves the right for itself and its employees, to use the Easement Area for inspection and maintenance purposes which shall not impair Grantee's right hereunder.

5. Miscellaneous.

(a) The easement granted herein shall run with the land described herein, is binding upon the heirs, successors and assigns of Grantor, and shall benefit Grantee, its successors and assigns.

(b) The Agreement shall be construed in accordance with the laws of the State of Wisconsin.

(c) This Agreement may not be amended, modified, terminated, or released without the written consent of both Grantor and Grantee, or their respective successors-in-interest.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above-written.

HARTUNG FARMS I, LLC

By: HARTUNG BROTHERS, INC Its member

\* By Daniel J Hartung

Its: Managing Member President

STATE OF WISCONSIN )

SS.

COUNTY OF ~~Sauk~~ Dane )

Subscribed and sworn to before me this 29<sup>th</sup> day of September, 2021, the above-named Daniel J. Hartung, to me known to be the person who executed the foregoing instrument on behalf of the Hartung Farms I, LLC and acknowledged the same.

Daniel Layton  
\* Daniel Layton

Notary Public, State of Wisconsin

My commission expires: 10/2/2024

SAUK COUNTY

By: \_\_\_\_\_

\* \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )  
COUNTY OF SAUK         )       ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
the above-named \_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument on behalf of Sauk County and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_

\* \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WISCONSIN     )  
  )  
COUNTY OF RICHLAND    )       ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
the above-named \_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument on behalf of Richland County and acknowledged the same.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**Exhibit A**  
**Parcel ID 032-1219-00000 Legal Description**

Lot 1, Certified Survey Map No. 5931

Parcel is located in the SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , Section 31 and the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 32, all in T9N, R3E, Town of Spring Green, Sauk County Wisconsin.

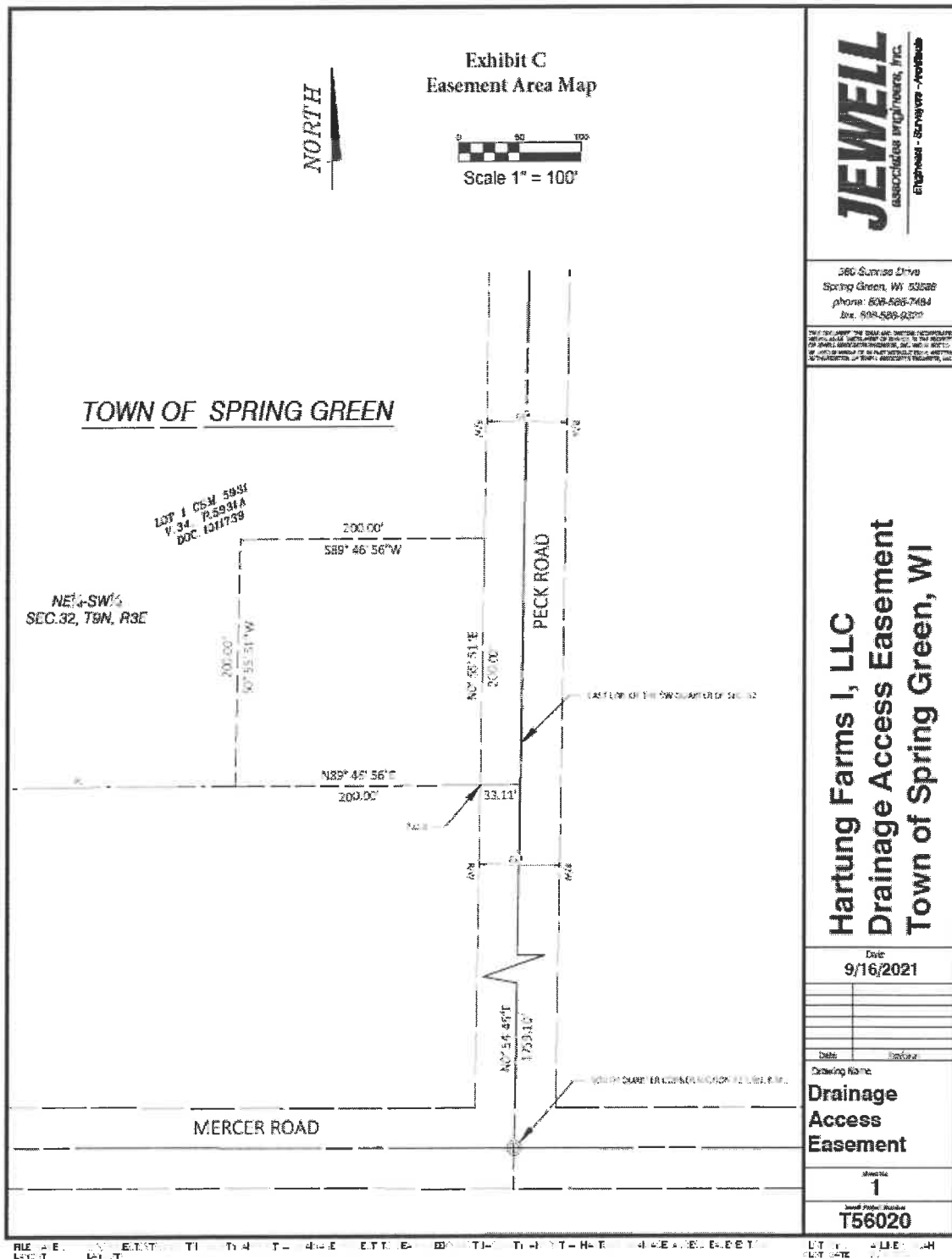
**Exhibit B**  
**Drainage Easement Area Legal**  
**Description**

Part of the NE1/4 of the SW1/4, Section 32, T9N, R3E, Town of Spring Green, Sauk County, Wisconsin

Commencing at the S ¼ Corner of Section 32, T9N, R3E, Town of Spring Green, Sauk County Wisconsin, thence N 00°54'45"E, 1,759.10' along the east line of the SW1/4 of said section 32 to the SE Corner of Lot 1, CSM 5931, thence S89°46'56" W, 33.11' to the point of beginning, said point also being located on the west right of way line of Peck Road, thence N 00°55'51"E, along the west right of way line of Peck Road 200.00', thence S 89°46'56" W, 200.00', thence S 00°55'51" W 200.00' to a point on the southerly Line of Lot 1 of CSM No. 5931, thence N 89°46'56" E, 200.00' along the south line of Lot 1 of CSM 5931 to the point of beginning.

Said parcel contains 40,000 square feet or 0.92 acres.





**RESOLUTION NO. 21- \_\_\_\_\_**

A Resolution Approving A Contract For Air Ventilation Cleaning In The Courthouse Building.

WHEREAS the Richland County courthouse is in need of air ventilation cleaning in efforts to mitigate COVID-19, and other contagion, transmission; and

WHEREAS this project, and one-hundred percent funding, has been approved through the Wisconsin Department of Justice – Coronavirus Emergency Supplemental Grant to help protect personnel accessing and employed in our justice system; and

WHEREAS bids for this contracted service were solicited to multiple companies in compliance with state statutes and county board rules; and

WHEREAS the Property Buildings and Grounds Committee has made review and has taken action to award a contract.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby given for a project consisting of air ventilation system cleaning in the Richland County Courthouse to the bid of Dirty Ducts Cleaning and Environmental, Inc. of Madison WI, in the following amount of \$14,082.00, and

BE IT FURTHER RESOLVED that funding for the project shall be covered through Wisconsin Department of Justice – Coronavirus Emergency Supplemental Grant, and

BE IT FURTHER RESOLVED that the County Administrator shall have authority to enter into a contract with Dirty Ducts Cleaning and Environmental, Inc. of Madison WI and has authorization of up to \$2,000 in contingency expenses for the project; and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED DECEMBER 14, 2021

RESOLUTION OFFERED BY THE PROPERTY,  
BUILDING AND GROUNDS COMMITTEE

FOR    AGAINST

RICHARD MCKEE	X
CHAD COSGROVE	X
STEVE CARROW	X
DANIEL MCGUIRE	X
STEVE WILLIAMSON	X

**RESOLUTION NO. 21- \_\_\_\_\_**

A Resolution Approving The Purchase And Installation Of Air Purification Equipment.

WHEREAS the Richland County courthouse is in need of air purification systems in efforts to mitigate COVID-19, and other contagion, transmission; and

WHEREAS this project, and one-hundred percent funding, has been approved through the Wisconsin Department of Justice – Coronavirus Emergency Supplemental Grant to help protect personnel accessing and employed in our justice system; and

WHEREAS quotes for this equipment purchase were solicited to multiple companies in compliance with county board rules; and

WHEREAS the Property Buildings and Grounds Committee has made review and has taken action to recommend a purchase of this equipment.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby given for the purchase and installation of air purification equipment in the Richland County Courthouse from Precision Controls. of Richland Center WI, in the following amount of \$42,535.00, and

BE IT FURTHER RESOLVED that funding for the project shall be covered through Wisconsin Department of Justice – Coronavirus Emergency Supplemental Grant, and

BE IT FURTHER RESOLVED that the County Administrator shall have authority to enter into a contract with Dirty Ducts Cleaning and Environmental, Inc. of Madison WI and has authorization of up to \$5,000 in contingency expenses for the project; and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED DECEMBER 14, 2021

RESOLUTION OFFERED BY THE PROPERTY,  
BUILDING AND GROUNDS COMMITTEE

FOR    AGAINST

RICHARD MCKEE	X
CHAD COSGROVE	X
STEVE CARROW	X
DANIEL MCGUIRE	X
STEVE WILLIAMSON	X

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Amending The Richland County Employee Handbook, Pine Valley Addendum, Health And Human Services Addendum, And FMLA Policy.

WHEREAS Administrator Langreck has made recommendation to the Finance and Personnel Committee to consider multiple amendments to the Employee Handbook, Pine Valley Addendum, Health and Human Services Addendum and FMLA policy, and

WHEREAS, these changes have been reviewed by the Finance and Personnel Committee now has taken action to recommend these changes.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that these policies changes are hereby adopted:

1. Richland County Handbook —Changes recommended through the Administrative Transition Committee related to the transition to an Administrator form of government
2. Pine Valley Addendum — Changes specifying Care Facility Administrator from County Administrator
3. Health and Human Services Addendum — 2023 changes impacting the carry-over of on-call compensatory time
4. FMLA Policy — Changes regarding the inclusion of a county administrator

BE IT FURTHER RESOLVED that these amended policies are available at the Richland County Clerk and Administrator office and will be available on the Richland County website, and

BE IT FURTHER RESOLVED that Richland County Employees will be made aware of these changes through their department management, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage a publication with policy impacts immediately in effect unless specified by another date.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

SHAUN MURPHY-LOPEZ	X
DAVID TURK	X
MELISSA LUCK	X
MARTY BREWER	X
LINDA GENTES	X
MARC COUEY	
DONALD SEEP	X

FOR    AGAINST

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Adopting 2022 Employee Compensation Schedules And Assigning Exception Employees.

WHEREAS the adopted 2022 Richland County Budget was built with annual cost of living increases reflecting Consumer Price Index (CPI) adjustments from 2018, and

WHEREAS several employees have wage rates that are in exception to the Wage Schedule, and

WHEREAS, the County Administrator has made proposals to the Finance and Personnel Committee who are now recommending these policy changes to the Richland County Board for their consideration.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors adopts the 2022 Richland County General and Pine Valley Wage Schedules, and

BE IT FURTHER RESOLVED by the Richland County Board of Supervisors that the following exception employees be placed on the wage schedule as follows:

1. Andrea Fields, Victim Witness Coordinator, shall be moved to Grade G, Step 6 at \$22.18 effective the first payroll of 2022.
2. Cerresa Nimocks, Highway Clerk shall be moved to Grade F, Step 7 at \$20.64 effective the first payroll of 2022.
3. Sharon Pasold, HHS Business System Analyst shall be moved to Grade H, Step 7 at \$24.65 effective the first payroll of 2022.

BE IT FURTHER RESOLVED that these amended policies are available at the Richland County Clerk and Administrator office and will be available on the Richland County website, and

BE IT FURTHER RESOLVED that Richland County Employees will be made aware of these changes through their department management, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication with policy and wage impacts going into effect as specified by policy and resolution.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

SHAUN MURPHY-LOPEZ	X
DAVID TURK	X
MELISSA LUCK	X
MARTY BREWER	X
LINDA GENTES	X
MARC COUEY	
DONALD SEEP	X

FOR    AGAINST

**RESOLUTION NO. 21 - \_\_\_\_\_**

A Resolution Approving 2022 Approved Reclassifications.

WHEREAS Richland County maintains a detailed classification system for each County position in a Job Classification and Compensation Policy, and

WHEREAS it is necessary from time to time, to amend the Job Classification and Compensation Policy in order to meet the changing responsibilities of the position, needs of County government, and market competition, and

WHEREAS funding for these reclassifications were incorporated into the position's departmental 2022 Richland County Budgets, and

WHEREAS the County Administrator, after seeking review with the County's Classification Consultant, has made proposals to the Finance and Personnel Committee who are now recommending these classification changes to the Richland County Board for their consideration.

NOW THEREFORE BE IT RESOLVED, the Richland County Board of Supervisors adopts the following reclassifications:

1. Elderly Benefit Specialist — Health and Human Services: from Grade "G" to Grade "H"
2. Disability Benefit Specialist – Health and Human Services: from Grade "G" to Grade "H"
3. Financial Specialist and Caseworker — Child Support: from Grade "F" to Grade "G" (and change title to "Financial Specialist and Caseworker" from "Child Support Worker")
4. MIS Technical Support Specialist — MIS: from Grade "F" to Grade "H" (and change title to "MIS Technical Support Specialist" from "MIS Assistant")

BE IT FUTHER RESOLOVED that all employees holding these positions at the time of reclassification will assume the pay step in the new grade matching that of the previous grade with the ability of continued progression according to this policy, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage a publication with policy and classification impacts effective the first pay period of 2022.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
FINANCE AND PERSONNEL COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

SHAUN MURPHY-LOPEZ	X
DAVID TURK	X
MELISSA LUCK	X
MARTY BREWER	X
LINDA GENTES	X
MARC COUEY	
DONALD SEEP	X

FOR    AGAINST

RESOLUTION NO. 21 - \_\_\_\_\_

A Resolution Awarding Recipients Of The Richland County Early Childhood Education And Child Care Providers (ARPA) Grant

WHEREAS the American Rescue Plan Act (ARPA) was signed into law by President Biden on March 11, 2021, as a new federal COVID-relief package which includes direct funding to counties through the U.S. Treasury Department in order to improve the safety, health and opportunity for all within our communities, with a focus on those most harmed by COVID-19, and

WHEREAS the Richland County’s Finance and Personnel Committee has approved an apportionment of up to \$335,099.90 in County ARPA funds for grants up to \$150,000 to local early childhood education centers (prospective education centers) and child care operations located in Richland County to assist the community with increased accessibility of care and increased safety of care in response to the COVID-19 pandemic, and

WHEREAS Finance and Personnel Committee directed administration to solicit for applications from Richland County providers with intension of making grant distributions to providers through a competitive grant process, and

WHEREAS, the County Administrator has reviewed grant applications and has made dispersal proposals to the Finance and Personnel Committee who are now recommending these grant awards to the Richland County Board for their consideration.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the following Richland County Providers are granted the following in efforts to assist the community with increased accessibility of care and increased safety of care in response to the COVID-19 pandemic:

- 1. Bethlehem Lutheran Church — \$116,220.00
- 2. Discovery Playschool — \$75,00.00.
- 3. Ithaca School District — \$100,724.00
- 4. Amanda Wagoner-Welsh — \$43,154.16

BE IT FURTHER RESOLVED that these funds be distributed for use according to the proposed projects and by the understandings confirmed thorough the self-certification portion of the applications, and

BE IT FURTHER RESOLVED that Administration will work with County Corporation Counsel to produce a grant award letter in which grant recipients will enter into prior to receiving funds, and

BE IT FURTHER RESOLVED that Administration will be responsible for tracking and reporting provider expenditures to the Finance and Personnel Committee and the U.S. Treasury, and

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage a publication.

VOTE ON FOREGOING RESOLUTION		RESOLUTION OFFERED BY THE	
AYES _____NOES _____		FINANCE AND PERSONNEL COMMITTEE	
RESOLUTION _____		FOR	AGAINST
DEREK S. KALISH COUNTY CLERK		SHAUN MURPHY-LOPEZ	X
		DAVID TURK	X
		MELISSA LUCK	X
		MARTY BREWER	X
		LINDA GENTES	X
		MARC COUEY	
DATED: DECEMBER 14, 2021		DONALD SEEP	X

**RESOLUTION NO. 21-\_\_\_\_\_**

A Resolution Approving A New 2022 Contract For The Health And Human Services Department.

WHEREAS the Health and Human Services Board and the Director of the Health and Human Services Department, Ms. Tracy Thorsen, have recommended that a new 2022 contract be approved, and

WHEREAS Rule 14 of the Rules of the Board provides that any contract entered into by the Department of Health and Human Services involving the expenditure of not more than \$50,000 either at one time or within the course of one year must be approved by the County Board, and

WHEREAS the Health and Human Services Board is now presenting the following provider contract for 2022 to the County Board for approval.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for a new 2022 contract with Shay Rehabilitation & Psychological Services dba Kickapoo Counseling (Westby) in the amount of \$100,000 to provide comprehensive community services to consumers being served by the Behavioral Health Services Unit, and

BE IT FURTHER RESOLVED that the Health and Human Services Board is hereby authorized to amend any of the above contracts by not more than 15%, and

BE IT FURTHER RESOLVED that the Director of the Health and Human Services Department, Ms. Tracy Thorsen, is hereby authorized to sign the above contracts on behalf of Richland County in accordance with this Resolution, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S. KALISH  
COUNTY CLERK

DATED: DECEMBER 14, 2021

RESOLUTION OFFERED BY THE COUNTY BOARD  
SUPERVISOR MEMBERS OF THE HEALTH AND  
HUMAN SERVICES BOARD

KERRY SEVERSON	X
INGRID GLASBRENNER	X
VAN NELSON	X
TIMOTHY GOTTSCHALL	X

FOR AGAINST



Tony Evers  
Governor



Karen E. Timberlake  
Secretary

**State of Wisconsin**  
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET  
PO BOX 2659  
MADISON WI 53701-2659

Telephone: 608-266-1251  
Fax: 608-267-2832  
TTY: 711 or 800-947-3529

November 18, 2021

Kerry Severson, Chair  
Richland County Health and Human Services Board Chair  
181 West Seminary Street  
Richland Center, WI 53581

Dear Kerry:

The Department of Health Services (DHS) congratulates Richland County Health & Human Services for demonstrating the infrastructure and program capacity to be certified as a Level II Health Department. I am happy to report Richland County Health & Human Services provided all services required by statute and rule.

I want to acknowledge the work of the Richland County Health & Human Services staff. Rose Kohut, health officer, did an excellent job of providing quality evidence of meeting statutes and rules. The review occurred before the onset of the COVID-19 pandemic. I am acutely aware of the stress of operating a health department and that the demands on public health directors and professionals have increased exponentially during this state and global pandemic. I applaud the dedicated efforts of Rose Kohut and the Richland County Health & Human Services staff to keep your jurisdiction healthy and safe.

I also appreciate the support of the Richland County Health and Human Services Board for maintaining a strong public health department. Pandemic response has potentially caused you and your jurisdiction to think about public health issues you may have not considered before. I am sure with ongoing support for evidence-based quality public health initiatives by you and your fellow board of health members, the Richland County Health & Human Services Department will continue to protect and promote the health of the people in your jurisdiction.

Sincerely,

A handwritten signature in black ink, appearing to read "Paula Tran".

Paula Tran  
State Health Officer and Administrator

c: Rose Kohut, Health Officer  
Tracy Thorsen, Health and Human Services Director  
Marty Brewer, County Board Chair  
Christina Beach-Baumgartner, Southern Regional Office Director