

**Richland County  
Executive & Finance Standing Committee**

September 6, 2024

**NOTICE OF MEETING**

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Tuesday, September 10, 2024 at 5 PM in the Richland County Board Room of the Courthouse at 181 West Seminary Street, Richland Center, WI 53581.

Information for attending the meeting virtually (if available) can be found at the following link:

<https://administrator.co.richland.wi.us/minutes/executive-and-finance-committee/>

If you have any trouble accessing the meeting, please contact MIS Director Barbara Scott at 608-649-5922 (phone) or [barbara.scott@co.richland.wi.us](mailto:barbara.scott@co.richland.wi.us) (email).

**Amended Agenda**

1. Call To Order
2. Roll Call
3. Verification Of Open Meetings Law Compliance
4. Approval Of Agenda
5. Approval Of Minutes From August 13, 2024 Meeting
6. Public Comment
7. Reports
  - A. Administrator's Report: 2025 Preliminary Budget – Heath Insurance Update
8. Discussion & Possible Action: Designation Of The Executive & Finance Standing Committee As The Plan Commission
9. Discussion & Possible Action: Recommend Approval Of The Public Participation Plan For The Richland County Comprehensive Plan
10. Discussion & Possible Action: Approval Of Contract With Aby Swayne Law For Corporation Counsel Services
11. Discussion & Possible Action: Approval Of Change Order For Radio Tower Project
12. Discussion & Possible Action: Revision Of Ethics Ordinance And Code Of Conduct
13. Discussion & Possible Action: Resolution Authorizing The Borrowing Of An Amount Not To Exceed \$601,200 For 2025 Capital Improvement Projects
14. Discussion & Possible Action: Purchase Of Laptops For County Board Supervisors
15. Discussion & Possible Action: Approval Of Contract With Matrix Electronic Medical Record System
16. Discussion & Possible Action: Shared Cost / Shared Vehicle Replacement With Emergency Management And Emergency Medical Services
17. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(F): Considering Financial, Medical, Social Or Personal Histories Or Disciplinary Data Of Specific Persons, Preliminary Consideration Of Specific Personnel Problems Or The Investigation Of Charges Against Specific Persons Except Where Par. (B) Applies Which, If Discussed In Public, Would Be Likely To Have A Substantial Adverse Effect Upon The Reputation Of Any Person Referred To In Such Histories Or Data, Or Involved In Such Problems Or Investigations: Former Employee Grievances
18. Return To Open Session
19. Possible Action On Items From Closed Session
20. Correspondence
21. Future Agenda Items
22. Adjourn

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Executive & Finance Standing Committee.

Derek S. Kalish  
County Clerk

# Richland County Executive & Finance Standing Committee

August 13, 2024

The Richland County Executive & Finance Standing Committee convened on Tuesday, August 13, 2024 in person and virtually at 5:00 PM in the County Boardroom of the Richland County Courthouse.

**Call To Order:** Committee Chair Williamson called the meeting to order at 5:00 PM.

**Roll Call:** Clerk Kalish conducted roll call. Committee members present: Carrow, Turk, Manning, Gill, Glasbrenner, Frank, Williamson, and Couey. Committee member(s) absent: None. Rynes arrived at 5:08 PM.

**Verification Of Open Meetings Law Compliance:** Clerk Kalish confirmed the meeting had been properly noticed.

**Approval Of Agenda:** Motion by Frank second by Manning to approve agenda with the following changes: #7 moved to #14, #11 moved to #19, #12 and #15 moved to #9, and the addition of an “s” to the word “employee” in agenda item #16. Motion carried and amended agenda declared approved.

**Approval Of Minutes From June 25<sup>th</sup> and July 9<sup>th</sup> 2024 Meetings:** Committee Chair Williamson asked if any member desired the minutes of the June 25, 2024 and July 9, 2024 meetings be read or amended. Hearing no motion to read or amend the minutes of the June 25, 2024 and July 9, 2024 meetings, Committee Chair Williamson approved as published.

**Discussion – Update On The County Comprehensive Planning Process And Discussion Of County Data For Inclusion In The Plan:** Troy Maggied, Executive Director of Southwestern Wisconsin Regional Planning Commission and various staff members reviewed proposed updates to Richland County’s comprehensive plan. Review of proposed updates included the scope of work, community engagement activities, data points and maps included in plan updates, and project timeline. Maggied noted that the plan will be updated with an increased focus on intergovernmental relations. Discussion followed regarding various elements of plan updates, data points, and community engagement. No further action taken on this item at meeting.

**Discussion & Possible Action – Leasing Of New Vehicle For The Ambulance Service:** EMS Director Jessen reviewed leasing quote for new vehicle for the Ambulance Service. Joint Ambulance Committee Chair McGraw noted the Joint Ambulance Committee requested this be brought forward to Executive & Finance Standing Committee for review. Supervisor Frank questioned whether or not the expense was included in 2025 budget and what the next steps are. Administrator Pesch noted that the role of the Joint Ambulance Committee needs to be reviewed and clarified for operational purposes. EMS Director Jessen noted the expenses for the lease could be covered within the 2025 proposed vehicle maintenance line and asked if funding for expense could be split between Fund 10 and Fund 51. Committee Chair Williamson noted that the purchase should be sent back to committee for review and that the general consensus was that it was acceptable to move forward. No further action taken on this item at meeting.

**Discussion - Original Intent Of The Joint Ambulance Committee And Current Functionality Of Committee:** Administrator Pesch reviewed Resolution 14-149 and noted that nominations to this committee may not have been approved by County Board in the recent past and that those municipalities

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that are paying for services feel they have a stronger say in operations than their funding facilitates. Administrator Pesch also stated that the role of the Joint Ambulance Committee needs to be reviewed and clarified for a clearer understanding of their role as a committee. Administrator Pesch stated that the committee could function the same as every other county committee or as a stand-alone committee. Joint Ambulance Committee Chair McGraw noted concerns were raised from the committee with regards to the hiring of the most recent EMS Director due to a perception of minimal involvement in the hiring and approval process of that position. McGraw also noted that there was no reference as to how the process was completed as this was the first time the position had been filled since the Ambulance Service was created. Supervisor Frank asked what the Joint Ambulance Committee does and McGraw replied by stating the committee meets regularly to hear all matters of operations and involved in hiring matters before County Administrator form of government existed for Richland County. Supervisor Glasbrenner noted that if the committee functions like other county committees, many members are not directly involved in the hiring of employees and cited her involvement with the Community & Health Services Standing Committee as an example. Supervisor Rynes noted that operations changes have occurred since the position of County Administrator has been in place in Richland County. McGraw noted that the distinguishing characteristic with the Joint Ambulance Committee is the municipalities' financial contribution. Administrator Pesch noted she did not want to minimize the contribution nor the county's involvement with the Ambulance Service as it is vital to the county as a whole, but did note there were other costs that are not always recognized. Administrator Pesch noted she was seeking guidance and input from the Executive & Finance Standing Committee on how the committee felt about the committee and its operations. County Board Chair Turk noted that it is important to examine the relationship between the county and the Joint Ambulance Committee. Supervisor Glasbrenner asked what needed to be addressed in this meeting and Administrator Pesch noted the approval of appointments to the Joint Ambulance Committee. McGraw reviewed current structure of the Joint Ambulance Committee. Supervisor Frank stated that if the committee is a county committee, it should be treated as such. Supervisor Glasbrenner asked where the Joint Ambulance Committee is on the county committee structure and Administrator Pesch noted that the Joint Ambulance Committee reports to the Executive & Finance Standing Committee. EMS Director Jessen noted that he preferred the Joint Ambulance Committee reports to the Public Safety Standing Committee. No further action taken on this item at meeting.

**Resolution Recognizing The Retirement Of Health & Human Services Employee:** Health & Human Services Director Clements reviewed the resolution recognizing the retirement of a Health & Human Services employee. Motion by Frank second by Glasbrenner to approve resolution recognizing the retirement of a Health & Human Services employee. Motion carried and resolution forwarded to full County Board for approval.

**Discussion & Possible Action – Confirmation Of Ethics Board:** Attorney Windle reviewed resolution declaring the Executive & Finance Standing Committee as the Ethics Board under Ordinance 23-6. Motion by Manning second by Gill to approve resolution declaring the Executive & Finance Standing Committee as the Ethics Board under Ordinance 23-6. Motion carried and resolution forwarded to full County Board for approval.

**Discussion & Possible Action – Schedule Date For Next Committee On Committees Meeting:** Next meeting of the Committee on Committees scheduled to occur on Tuesday, August 20<sup>th</sup> at 6:30 PM in the County Board Room.

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**Discussion & Possible Action – Approval Of Ordinance Amendment To Remove Iowa County From The Tri-County Airport:** Corporation Counsel Windle reviewed the ordinance amendment to remove Iowa County from the Tri-County Airport and provided brief background on subject matter. Motion by Rynes second by Glasbrenner to approve ordinance amendment to remove Iowa County from the Tri-County airport. Motion carried and ordinance amendment forwarded to full County Board for approval.

**Reports – Administrator’s Report - UW Campus Update – County Treasurer Vacancy Update:**

**UW Campus:** Administrator Pesch reported that the soccer fields have been mowed, trails have been cleared and mowed, the date for Venture Architect’s presentation is being finalized, and fobs have been rekeyed and the process on how to do that is now known.

**County Treasurer:** Administrator Pesch noted that Even rescinded his resignation as County Treasurer and is working on evenings and weekends as time permits. Administrator Pesch also noted there is two applicants and the advertisement for the position has been extended.

**County Administrator:** Administrator Pesch noted that there was a chemical spill in town earlier today and the incident is under control and evaluation. Pesch also noted the following: creation of the 2025 budget is underway and a first draft will be examined soon, roofing is leaking in/near her office and it was discovered that the source of the leak is a piece of roof that was not replaced when the rest of the roof was, and that many air-conditioning units will need to be replaced soon as they are from 1989. Supervisor Kramer asked where the hay from the soccer fields is going and Pesch noted she did not know.

**Public Comment:** Brandon Fetterly, former Dean of the University of Wisconsin-Platteville Richland addressed the committee. Fetterly stated that there was a large amount of equipment of value that needs disposed of and requested that the items be allocated with the best interest of the taxpayers in mind.

Chair Williamson called for a recess at 6:22 PM. Committee reconvened at 6:27 PM.

**Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(C): Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governmental Body Has Jurisdiction Or Exercises Responsibility – Performance Review Of County Employee And Review Of Employee Grievance** – Motion by Manning second by Frank to convene into Closed Session pursuant to Wis. Stat, Sec 19.85(1)(C). Roll call vote taken: Ayes-Carrow, Rynes, Manning, Gill, Glasbrenner, Turk, Frank, Williamson, and Couey. Nays: None. With 9 Ayes and 0 Nays, motion carried and committee convened into Closed Session at 6:30 PM. Due to his virtual attendance, County Board Chair Turk was not able to participate in Closed Session portion of meeting. Clerk Kalish left meeting at 6:30 PM.

**Return To Open Session:** Meeting reconvened into Open Session at 7:39 PM. Supervisor Rynes was not present when meeting reconvened into Open Session.

**Possible Action On Items From Closed Session:** Committee Chair Williamson stated that no action was needed for items discussed in Closed Session.

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**Discussion & Possible Action: Provision Of Corporation Counsel Services Through Contracted Staff Or County Employee:** Administrator Pesch reviewed internal and external costs of Corporation Counsel. Discussion regarding workload of Corporation Counsel, hours needed to complete work, and the cost of Corporation Counsel services. Corporation Counsel Windle provided brief overview of current Corporation Counsel services provided to Richland County. Supervisor Couey noted his discomfort with hiring more employees before the results of the wage study are known. Supervisor Carrow asked if there is capacity to continue with additional Corporation Counsel services in the current state and Corporation Counsel Windle stated no additional time is available. Discussion regarding the cost of external and internal services followed. Committee Chair noted that consensus was reached to review this again once wage study is complete. Administrator Pesch noted that the preliminary findings of the wage study indicated that wages are not as poor as believed to be. Frank noted he would like to see the 2025 budget before making a decision. No further action taken on this item at meeting.

**Appointments:** None.

**Correspondence:** None.

**Future Agenda Items:**

Discussion & Possible Action: Approval of contract with Abt Swayne for Corporation Counsel services.  
Discussion & Possible Action: Approval of Comprehensive Plan items for Southwestern Wisconsin Regional Planning Commission.

**Adjourn:** Motion by Manning second by Frank to adjourn. Motion carried and meeting adjourned at 8:03 PM.



Derek S. Kalish  
County Clerk

9/6/29

w/o 818

Ldgr	Fund & Account	Account Description	Actual Ending Balance 2 Years Ago	Actual Ending Balance Last Year	Actual Ending Balance Curr Year	Actual Ending Balance Next Year	Revised Budget Next Year	WORKBUD GET 2025 REQUEST	BUDGETMEMO	WORK1 COL	WORK2 COL	WORK3 COL
3	10.5211.0000.5111	SALARIES - REGULAR	800,625.92	849,463.72	850,716.69	460,972.61	1,008,344.00	964,567.00	no 818	.00	.00	.00
3	10.5211.0000.5113	SALARIES - OVERTIME	58,137.05	55,579.79	50,418.31	12,197.48	20,000.00	24,000.00		.00	.00	.00
3	10.5211.0000.5115	CASUAL-TRANSPORTS	11,056.06	18,080.23	38,579.90	4,361.11	16,000.00	16,000.00		.00	.00	.00
3	10.5211.0000.5121	COURT OFFICERS	9,403.66	16,602.87	28,849.12	13,294.86	27,000.00	27,000.00		.00	.00	.00
3	10.5211.0000.5122	CASUAL-ROAD	.00	.00	.00	4,622.38	10,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5133	LONGEVITY PAY	3,950.00	2,950.00	3,900.00	.00	5,500.00	5,150.00		.00	.00	.00
3	10.5211.0000.5149	RETIREE SK LV/HE INS CONVERS	.00	26,556.89	.00	.00	.00	.00		.00	.00	.00
3	10.5211.0000.5150	SECTION 125 PLAN-CO SHARE	926.30	557.70	556.52	291.00	600.00	600.00		.00	.00	.00
3	10.5211.0000.5151	FICA - COUNTY SHARE	64,088.66	69,357.83	72,466.22	37,033.48	82,723.00	79,680.00		.00	.00	.00
3	10.5211.0000.5152	RETIREMENT - COUNTY SHARE	102,135.77	109,005.25	121,827.16	66,350.79	147,773.00	147,791.00		.00	.00	.00
3	10.5211.0000.5153	DENTAL INSURANCE-CO SHARE	4,606.72	3,373.28	3,032.48	1,534.55	3,394.00	3,394.00		.00	.00	.00
3	10.5211.0000.5154	HEALTH INSURANCE - COUNTY SH	173,099.21	156,004.62	162,428.93	89,901.60	247,688.00	194,839.00		.00	.00	.00
3	10.5211.0000.5155	LIFE INSURANCE - COUNTY SHAR	158.11	166.11	162.17	62.26	175.00	175.00		.00	.00	.00
3	10.5211.0000.5157	TRAINING AND EDUCATION	4,757.43	4,238.40	8,081.89	2,362.91	13,000.00	13,000.00		.00	.00	.00
3	10.5211.0000.5161	HEALTH INS REIMBURSEMENT DED	10,566.82	6,988.40	-1,000.00	1,000.00	9,000.00	1,000.00		.00	.00	.00
3	10.5211.0000.5167	DEFERRED COMP	.00	.00	.00	.00	.00	.00		.00	.00	.00
3	10.5211.0000.5212	ATTORNEY FEES	12,597.00	2,485.00	669.00	.00	2,000.00	2,000.00		.00	.00	.00
3	10.5211.0000.5213	AUDITING SERVICES	1,340.00	1,350.00	1,450.00	.00	1,800.00	1,800.00		.00	.00	.00
3	10.5211.0000.5216	INTERPRETER FEES	275.55	405.59	207.75	47.25	350.00	350.00		.00	.00	.00
3	10.5211.0000.5217	PEST CONTROL	202.57	212.54	190.59	241.65	225.00	225.00		.00	.00	.00
3	10.5211.0000.5222	LIGHTS	12,858.28	13,312.69	7,589.15	3,056.28	14,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5225	TELEPHONE	16,266.50	20,426.00	18,803.88	8,497.28	17,500.00	17,500.00		.00	.00	.00
3	10.5211.0000.5226	HEAT	1,724.96	3,853.75	2,750.83	1,237.71	3,500.00	3,000.00		.00	.00	.00
3	10.5211.0000.5240	IMPOUND GARAGE MAINTENANCE	310.17	21.93	1,437.97	.00	500.00	500.00		.00	.00	.00
3	10.5211.0000.5262	INSURANCE CLAIM REPAIRS	4,769.36	.00	.00	.00	10,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5290	PRISONER TRANSP-OUT OF STATE	.00	.00	.00	.00	500.00	500.00		.00	.00	.00
3	10.5211.0000.5291	FIRE SYSTEM MAINTENANCE	.00	319.00	348.25	507.50	400.00	500.00		.00	.00	.00
3	10.5211.0000.5293	HTG & AIR COND MAINT AGREEMT	35.22	.00	.00	.00	2,000.00	.00		.00	.00	.00
3	10.5211.0000.5295	TOWING	1,425.00	1,265.00	-625.00	125.00	750.00	750.00		.00	.00	.00
3	10.5211.0000.5305	NOTARY FEES	50.00	.00	.00	.00	50.00	75.00		.00	.00	.00
3	10.5211.0000.5311	POSTAGE AND ENVELOPES	1,191.31	1,163.66	1,090.63	469.49	1,200.00	1,200.00		.00	.00	.00
3	10.5211.0000.5315	COPY LEASE AND SUPPLIES	633.12	631.78	1,257.04	763.61	2,250.00	2,250.00		.00	.00	.00
3	10.5211.0000.5319	OFFICE & OFFICER'S SUPPLIES	6,681.14	3,634.45	5,743.27	2,694.35	5,000.00	5,000.00		.00	.00	.00
3	10.5211.0000.5320	PREVENTION/EDUCATION	.00	.00	.00	.00	100.00	100.00		.00	.00	.00
3	10.5211.0000.5324	DUES & SUBSCRIPTIONS	834.00	978.00	1,326.00	1,047.00	1,250.00	1,250.00		.00	.00	.00
3	10.5211.0000.5325	CONFERENCES AND REGISTRATION	175.00	10.00	.00	300.00	500.00	500.00		.00	.00	.00
3	10.5211.0000.5326	ADVERTISING	1,588.10	1,055.26	904.00	152.00	1,000.00	1,200.00		.00	.00	.00
3	10.5211.0000.5335	MEALS	2,920.08	3,539.28	3,086.88	2,054.43	1,200.00	3,000.00		.00	.00	.00
3	10.5211.0000.5336	LODGING	11,503.07	5,217.99	9,336.98	7,180.80	1,400.00	5,000.00		.00	.00	.00
3	10.5211.0000.5339	MILEAGE	6,749.08	2,003.54	652.18	.00	1,000.00	1,000.00		.00	.00	.00
3	10.5211.0000.5340	PARKING FEES	.00	.80	.00	.00	25.00	25.00		.00	.00	.00
3	10.5211.0000.5346	UNIFORMS & MEDICAL EXAMS	6,773.79	2,675.88	4,382.92	2,501.66	3,000.00	3,500.00		.00	.00	.00
3	10.5211.0000.5351	GASOLINE	57,156.58	92,532.33	72,542.20	18,663.35	75,000.00	75,000.00		.00	.00	.00
3	10.5211.0000.5352	CAR REPAIRS AND MAINTENANCE	25,610.66	22,415.50	28,961.58	15,910.36	30,000.00	30,000.00		.00	.00	.00
3	10.5211.0000.5356	EQUIPMENT REPAIRS	59.80	690.00	740.34	.00	700.00	700.00		.00	.00	.00
3	10.5211.0000.5361	AMMO & FIREARM SUPPLIES	7,989.76	8,126.41	8,499.78	7,957.57	9,000.00	9,500.00		.00	.00	.00
3	10.5211.0000.5813	COMPUTER MAINT & UPGRADES	18,999.44	18,657.45	11,325.82	8,964.24	26,000.00	57,000.00		.00	.00	.00
3	10.5211.0000.5818	CRIME SCENE RESPONSE EQUIP	1,158.88	714.90	897.34	468.39	750.00	750.00		.00	.00	.00



3	10.5211.0000.5819	NEW EQUIPMENT	20,687.76	31,057.18	13,394.45	8,537.73	23,000.00	23,000.00	.00	.00
3	10.5211.0000.5900	WORKMEN'S COMPENSATION INSUR	42,473.00	27,197.00	40,005.00	35,092.00	35,000.00	35,000.00	.00	.00
3	10.5211.0000.5901	LIABILITY INSURANCE	12,164.00	15,296.00	7,041.00	7,234.00	11,000.00	11,000.00	.00	.00
3	10.5211.0000.5903	AUTO INSURANCE	37,325.84	26,532.32	28,999.73	31,267.97	15,000.00	15,000.00	.00	.00
3	10.5211.0000.5904	PROPERTY INS/BLDG & PERSONAL	1,751.00	914.00	2,147.00	2,147.00	1,150.00	2,147.00	.00	.00
3	10.5211.0000.5906	UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00
3	10.5211.0000.5927	COMMERCIAL CRIME INSURANCE	475.00	214.55	434.86	494.51	500.00	500.00	.00	.00
3	10.5211.0000.5952	INTERNET ACCESS	3,039.00	3,039.00	3,039.00	1,519.50	3,050.00	3,050.00	.00	.00
3	10.5211.0000.5959	SRT SUPPLIES & EQUIPMENT	3,911.57	1,600.00	3,639.14	.00	5,500.00	5,500.00	.00	.00
3	10.5211.0000.5970	CONTRACT SERVICES	.00	.00	.00	.00	.00	.00	.00	.00
3	10.5211.0000.5977	DRUG TASK FORCE SUPPLY/EQUIP	13.17	267.75	560.00	.00	2,500.00	2,500.00	.00	.00
3	10.5211.0000.5999	BILLS-NO-LINE DETAIL	306.71	229.19	40.00	136.00	.00	.00	.00	.00
							1,900,847.00	1,829,068.00		
									Difference	(71,779.00)

With 818 1,865,396.00

Difference 36,378

Ldgr	Fund & Account	Account Description	Actual Ending Balance 2 Years Ago	Actual Ending Balance Last Year	Actual Ending Balance Curr Year	Actual Ending Balance Next Year	Revised Budget Next Year	WORKBUD GET 2025 REQUEST	BUDGETMEMO	WORK1 COL	WORK2 COL	WORK3 COL
3	10.5211.0000.5111	SALARIES - REGULAR	800,625.92	849,463.72	850,716.69	460,972.61	1,008,344.00	1,029,224.00	WITH 818-revised	.00	.00	.00
3	10.5211.0000.5113	SALARIES - OVERTIME	58,137.05	55,579.79	50,418.31	12,197.48	20,000.00	15,000.00		.00	.00	.00
3	10.5211.0000.5115	CASUAL-TRANSPORTS	11,056.06	18,080.23	38,579.90	4,361.11	16,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5121	COURT OFFICERS	9,403.66	16,602.87	28,849.12	13,294.86	27,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5122	CASUAL-ROAD	.00	.00	.00	4,622.38	10,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5133	LONGEVITY PAY	3,950.00	2,950.00	3,900.00	.00	5,500.00	5,150.00		.00	.00	.00
3	10.5211.0000.5149	RETIREE SK LV/HE INS CONVERS	.00	26,556.89	.00	.00	.00	.00		.00	.00	.00
3	10.5211.0000.5150	SECTION 125 PLAN-CO SHARE	926.30	557.70	556.52	291.00	600.00	600.00		.00	.00	.00
3	10.5211.0000.5151	FICA - COUNTY SHARE	64,088.66	69,357.83	72,466.22	37,033.48	82,723.00	82,178.00		.00	.00	.00
3	10.5211.0000.5152	RETIREMENT - COUNTY SHARE	102,135.77	109,005.25	121,827.16	66,350.79	147,773.00	156,112.00		.00	.00	.00
3	10.5211.0000.5153	DENTAL INSURANCE-CO SHARE	4,606.72	3,373.28	3,032.48	1,534.55	3,394.00	4,022.00		.00	.00	.00
3	10.5211.0000.5154	HEALTH INSURANCE - COUNTY SH	173,099.21	156,004.62	162,428.93	89,901.60	247,688.00	218,013.00		.00	.00	.00
3	10.5211.0000.5155	LIFE INSURANCE - COUNTY SHAR	158.11	166.11	162.17	62.26	175.00	175.00		.00	.00	.00
3	10.5211.0000.5157	TRAINING AND EDUCATION	4,757.43	4,238.40	8,081.89	2,362.91	13,000.00	13,000.00		.00	.00	.00
3	10.5211.0000.5161	HEALTH INS REIMBURSEMENT DED	10,566.82	6,988.40	-1,000.00	1,000.00	9,000.00	1,000.00		.00	.00	.00
3	10.5211.0000.5167	DEFERRED COMP	.00	.00	.00	.00	.00	.00		.00	.00	.00
3	10.5211.0000.5212	ATTORNEY FEES	12,597.00	2,485.00	669.00	.00	2,000.00	2,000.00		.00	.00	.00
3	10.5211.0000.5213	AUDITING SERVICES	1,340.00	1,350.00	1,450.00	.00	1,800.00	1,800.00		.00	.00	.00
3	10.5211.0000.5216	INTERPRETER FEES	275.55	405.59	207.75	47.25	350.00	350.00		.00	.00	.00
3	10.5211.0000.5217	PEST CONTROL	202.57	212.54	190.59	241.65	225.00	225.00		.00	.00	.00
3	10.5211.0000.5222	LIGHTS	12,858.28	13,312.69	7,589.15	3,056.28	14,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5225	TELEPHONE	16,266.50	20,426.00	18,803.88	8,497.28	17,500.00	17,500.00		.00	.00	.00
3	10.5211.0000.5226	HEAT	1,724.96	3,853.75	2,750.83	1,237.71	3,500.00	3,000.00		.00	.00	.00
3	10.5211.0000.5240	IMPOUND GARAGE MAINTENANCE	310.17	21.93	1,437.97	.00	500.00	500.00		.00	.00	.00
3	10.5211.0000.5262	INSURANCE CLAIM REPAIRS	4,769.36	.00	.00	.00	10,000.00	10,000.00		.00	.00	.00
3	10.5211.0000.5290	PRISONER TRANSP-OUT OF STATE	.00	.00	.00	.00	500.00	500.00		.00	.00	.00
3	10.5211.0000.5291	FIRE SYSTEM MAINTENANCE	.00	319.00	348.25	507.50	400.00	500.00		.00	.00	.00
3	10.5211.0000.5293	HTG & AIR COND MAINT AGREEMT	35.22	.00	.00	.00	2,000.00	.00		.00	.00	.00
3	10.5211.0000.5295	TOWING	1,425.00	1,265.00	-625.00	125.00	750.00	750.00		.00	.00	.00
3	10.5211.0000.5305	NOTARY FEES	50.00	.00	.00	.00	50.00	75.00		.00	.00	.00
3	10.5211.0000.5311	POSTAGE AND ENVELOPES	1,191.31	1,163.66	1,090.63	469.49	1,200.00	1,200.00		.00	.00	.00
3	10.5211.0000.5315	COPY LEASE AND SUPPLIES	633.12	631.78	1,257.04	763.61	2,250.00	2,250.00		.00	.00	.00
3	10.5211.0000.5319	OFFICE & OFFICER'S SUPPLIES	6,681.14	3,634.45	5,743.27	2,694.35	5,000.00	5,000.00		.00	.00	.00
3	10.5211.0000.5320	PREVENTION/EDUCATION	.00	.00	.00	.00	100.00	100.00		.00	.00	.00
3	10.5211.0000.5324	DUES & SUBSCRIPTIONS	834.00	978.00	1,326.00	1,047.00	1,250.00	1,250.00		.00	.00	.00
3	10.5211.0000.5325	CONFERENCES AND REGISTRATION	175.00	10.00	.00	300.00	500.00	500.00		.00	.00	.00
3	10.5211.0000.5326	ADVERTISING	1,588.10	1,055.26	904.00	152.00	1,000.00	1,200.00		.00	.00	.00
3	10.5211.0000.5335	MEALS	2,920.08	3,539.28	3,086.88	2,054.43	1,200.00	3,000.00		.00	.00	.00
3	10.5211.0000.5336	LODGING	11,503.07	5,217.99	9,336.98	7,180.80	1,400.00	5,000.00		.00	.00	.00
3	10.5211.0000.5339	MILEAGE	6,749.08	2,003.54	652.18	.00	1,000.00	1,000.00		.00	.00	.00
3	10.5211.0000.5340	PARKING FEES	.00	.80	.00	.00	25.00	25.00		.00	.00	.00
3	10.5211.0000.5346	UNIFORMS & MEDICAL EXAMS	6,773.79	2,675.88	4,382.92	2,501.66	3,000.00	3,500.00		.00	.00	.00
3	10.5211.0000.5351	GASOLINE	57,156.58	92,532.33	72,542.20	18,663.35	75,000.00	75,000.00		.00	.00	.00
3	10.5211.0000.5352	CAR REPAIRS AND MAINTENANCE	25,610.66	22,415.50	28,961.58	15,910.36	30,000.00	30,000.00		.00	.00	.00
3	10.5211.0000.5356	EQUIPMENT REPAIRS	59.80	690.00	740.34	.00	700.00	700.00		.00	.00	.00
3	10.5211.0000.5361	AMMO & FIREARM SUPPLIES	7,989.76	8,126.41	8,499.78	7,957.57	9,000.00	9,500.00		.00	.00	.00
3	10.5211.0000.5813	COMPUTER MAINT & UPGRADES	18,999.44	18,667.45	11,325.82	8,964.24	26,000.00	26,000.00		.00	.00	.00
3	10.5211.0000.5818	CRIME SCENE RESPONSE EQUIP	1,158.88	714.90	897.34	468.39	750.00	750.00		.00	.00	.00



3	10.5211.0000.5819	NEW EQUIPMENT	20,687.76	31,057.18	13,394.45	8,537.73	23,000.00	23,000.00	.00	.00
3	10.5211.0000.5900	WORKMEN'S COMPENSATION INSUR	42,473.00	27,197.00	40,005.00	35,092.00	35,000.00	35,000.00	.00	.00
3	10.5211.0000.5901	LIABILITY INSURANCE	12,164.00	15,296.00	7,041.00	7,234.00	11,000.00	11,000.00	.00	.00
3	10.5211.0000.5903	AUTO INSURANCE	37,325.84	26,532.32	28,999.73	31,267.97	15,000.00	15,000.00	.00	.00
3	10.5211.0000.5904	PROPERTY INS/BLDG & PERSONAL	1,751.00	914.00	2,147.00	2,147.00	1,150.00	2,147.00	.00	.00
3	10.5211.0000.5906	UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00
3	10.5211.0000.5927	COMMERCIAL CRIME INSURANCE	475.00	214.55	434.86	494.51	500.00	500.00	.00	.00
3	10.5211.0000.5952	INTERNET ACCESS	3,039.00	3,039.00	3,039.00	1,519.50	3,050.00	3,050.00	.00	.00
3	10.5211.0000.5959	SRT SUPPLIES & EQUIPMENT	3,911.57	1,600.00	3,639.14	.00	5,500.00	5,500.00	.00	.00
3	10.5211.0000.5970	CONTRACT SERVICES	.00	.00	.00	.00	.00	.00	.00	.00
3	10.5211.0000.5977	DRUG TASK FORCE SUPPLY/EQUIP	13.17	267.75	560.00	.00	2,500.00	2,500.00	.00	.00
3	10.5211.0000.5999	BILLS-NO-LINE DETAIL	306.71	229.19	40.00	136.00	.00	.00	Difference	.00
							1,900,847.00	1,865,346.00	(35,501.00)	

# Preliminary Budget Summary

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2025

# 2025 Preliminary Budget Highlights

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- Increase in Investment Income - \$ 150,000.00.
- No General Fund balance, Contingency Funds, or ARPA funds used to balance budget.
- Includes 5% wage pool to offset wage study being integrated into the current budget.
- Reduction in short-term borrowing for capital improvement projects - \$408,800.
- Short-Term Borrowing done with local bank, saving approx. 20k in bonding fees



# 2025 Preliminary Budget Revenues

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2025 Preliminary Budgeted Revenues	
Taxes	1,700,000
Intergovernmental	7,726,371
Regulation & Compliance	98,600
Public Charges for Services	16,152,607
Other General Revenues	1,505,860
Commercial Revenues	604,500
Highway	4,445,159
Tax Levy	10,341,006
TOTAL	42,574,103

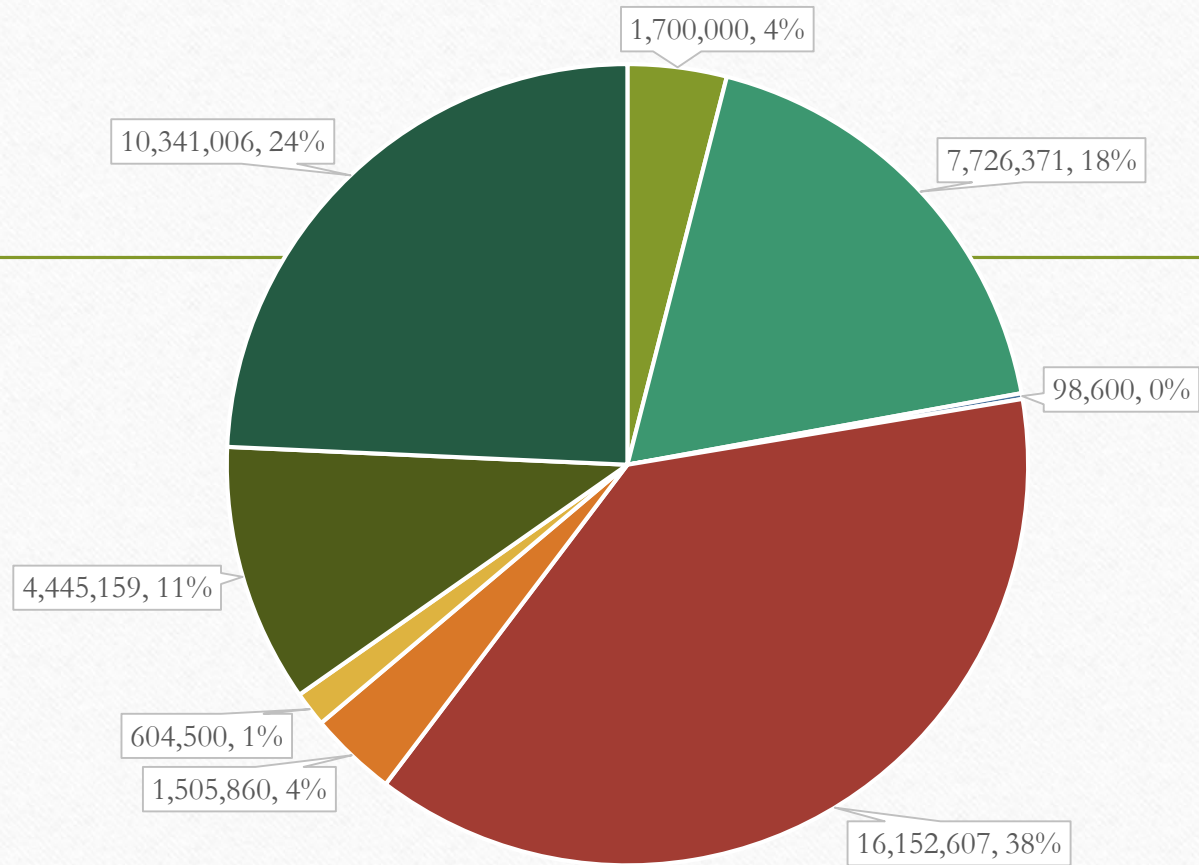


# Revenue Type Summary

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- Taxes: County Sales tax, interest on taxes, and MFL/Forest Crop
- Tax Levy: Funding gap between revenues and expenses
- Intergovernmental: State Aid
- Regulation & Compliance: Fines, forfeitures, and various fees (permits, large group, etc.)
- Public Charges for Services: Departmental fees charged within county (includes HHS, Pine Valley, Sheriff, etc.)
- Other General Revenues: Various non-department fees
- Commercial Revenues: Investment income (General Fund, Judgements and Circuit Court)
- Highway: GTA, Operational, Town Bridge 50/50 Cost Share, Wheel Tax, State Maintenance Agreements

## 2025 Preliminary Budget Revenue



■ Taxes      ■ Intergovernmental      ■ Regulation & Compliance      ■ Public Charges for Services  
■ Other General Revenues      ■ Commercial Revenues      ■ Highway      ■ Tax Levy

# 2025 Preliminary Budgeted Expenses

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2025 Preliminary Budgeted Expenses	
General Government	3,266,080
Public Safety	5,452,016
Health & Social Services	21,208,649
Transportation	36,236
Highways	6,108,659
Culture	379,761
Public Areas	621,551
Special Education	202,721
Natural Resources	513,219
County Planning	154,604
County Development	37,500
Debt Service	3,351,488
Capital Projects	1,241,619
TOTAL	\$42,574,103



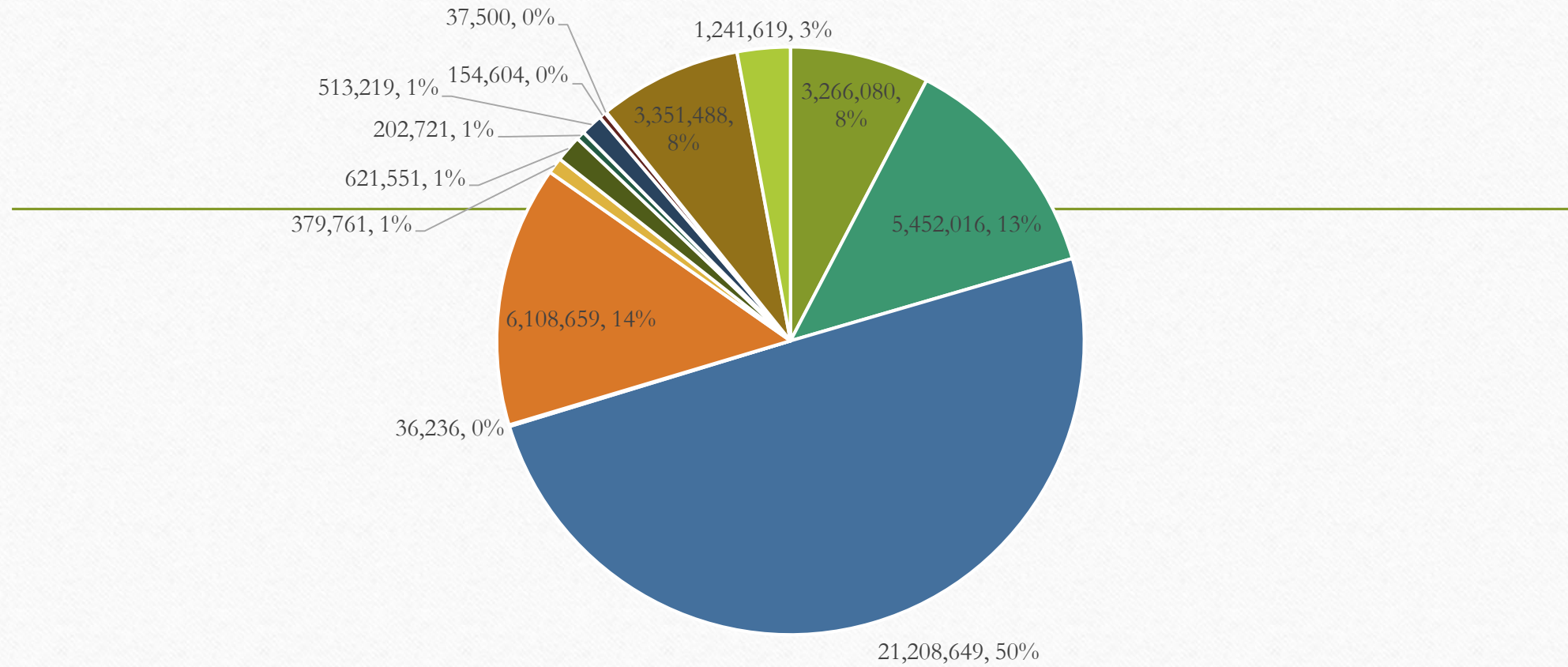
# Expense Type Summary

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- General Government: General Administration
- Public Safety: Sheriff-Ambulance - Emergency Government - Animal Control - LEPC
- Health & Social Services: Pine Valley – Health & Human Services(all dept.) – Child Support – Veterans
- Transportation: Airport
- Highway: Administration – CTHS – Bridge Construction – Town Bridge Cost Share – Equipment – State Main Agreement
- Culture: Libraries – County Fair
- Public Areas: Snowmobile trails/areas – county parks – Ash Creek Community Forest – Symons
- Special Education: Extension
- Natural Resources: Land Conservation – Wildlife Damage Mgmt. – Nursery Stock – Recycling – Watershed
- County Planning: SWWRPC – Zoning – Failing Septic Systems
- County Development: Economic Development – NHS
- Debt Service: Debt Service Payments
- Capital Projects: Capital Projects



## 2025 Preliminary Budget Expenses



- |                      |                 |                            |                     |                   |
|----------------------|-----------------|----------------------------|---------------------|-------------------|
| ■ General Government | ■ Public Safety | ■ Health & Social Services | ■ Transportation    | ■ Highways        |
| ■ Culture            | ■ Public Areas  | ■ Special Education        | ■ Natural Resources | ■ County Planning |
| ■ County Development | ■ Debt Service  | ■ Capital Projects         |                     |                   |

# 2025 Debt Service Summary

## 2024 DEBT SCHEDULE

DEBT ISSUES	BALANCE 12-31-24	
Taxable G.O. Refunding Bonds (Debt Consolidation)	245,000	Matures 3-1-25
G.O. Refunding Bonds (Debt Consolidation)	1,020,000	Matures 3-1-27
G.O. Promissory Notes (Capital Improvement Projects)	1,845,000	Matures 3-1-28
G.O. Pine Valley Construction Bonds (PVCV)	7,920,000	Matures 3-1-35
G.O. Pine Valley Construction Bonds (PVCV)	7,090,000	Matures 9-1-36
G.O. Capital Improvement Bonds – Radio Tower	8,100,000	Matures 9-1-38
TOTAL	26,220,000	

### 2025 Debt Payments Summary (Principal & Interest)

General – 937,000

Pine Valley – 1,479,725

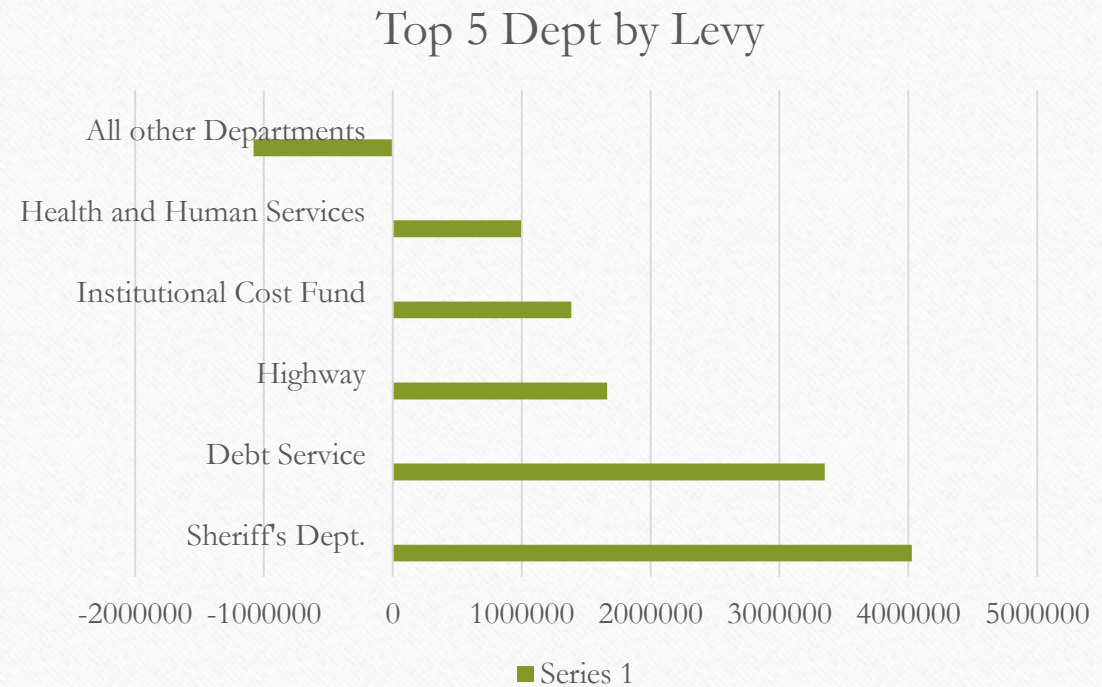
Radio Tower – 321,063

Short-Term borrowing – 613,700

TOTAL – 3,351,488

# 2025 Top 5 Departments by Gross Levy

Sheriff's Department	4,027,721
Debt Service	3,351,487
Highway	1,663,500
Institutional Cost Fund	1,385,000
Health and Human Services	994,498
All Other Departments	-1,081,200
<b>TOTAL</b>	<b>10,341,006</b>





# 2025 Preliminary Net Levy

Department	
Animal Control-Dog License Fees	14,275
Ambulance Service	0
New Ambulance	0
Capital Planning	300,269
Child Support Program	76,769
Circuit Court	214,067
Conservation Planner Technician	12,097
Contingency	0
Coroner	52,285
Corporation Counsel	163,111
County Board	45,931
County Administrator	579,037
County Clerk	181,651
County Parks	54,875
County Treasurer	172,856
Courthouse	273,244
Courthouse Repair Outlay	20,000
Court Mediation	200
Debt Service	0
District Attorney	236,108
Economic Development	30,000
Elections	48,164
Emergency Government	44,959
Fairs and Exhibits	18,105

Department	
Family Court Commissioner	29,205
Health and Human Services	994,498
Highway	1,619,450
Management Information Systems	331,701
Institutional Costs Funds	1,385,000
Land Conservation	128,899
Local Emergency Planning Committee	-4,440
Property Lister	114,006
Register of Deeds	-4,386
Register in Probate	214,320
Sheriff's Department	4,027,721
911 Outlay	50,000
Soil Conservation Cost Sharing	4,000
Surveyor	4,650
Symons Recreation Complex	53,960
University Extension	202,721
UW-Richland Outlay	80,000
Veterans Service Office	100,412
Videoconferencing	4,000
Watershed Maintenance	0
Zoning	-12,718
General	-5,143,554
TOTALS	6,717,452



## Public Participation Plan – 2024 Richland County Comprehensive Plan Update

What is the vision for Richland County's future? Who will inform this vision?

The update to Richland County's Comprehensive Plan will guide the next ten years of Richland County's development. Public Participation is integral to inform the issues and opportunities of the community and to create goals, strategies, and actions for inclusion in the Comprehensive Plan update. A variety of input options will be available during the process to ensure a broad base of opportunities for Townships, Villages, the City of Richland Center, and Richland County to provide input. We will ensure public participation follows all federal, state, and local guidelines and rules related to public gatherings and interactions. The following is a plan for providing opportunities to all Richland County units of government to participate in the update of the Comprehensive Plan.

The County is working with the Southwestern Wisconsin Regional Planning Commission on the comprehensive plan update. Richland County and Southwestern Wisconsin Regional Planning Commission will provide the following opportunities to all units of government within the county for participation in the update of the Comprehensive Plan:

- **Public meetings** - Four meetings for local government participation are scheduled. Each of the meetings will encourage local government discussions around specific topics to inform the final plan and future vision of Richland County.
  - Richland Center/Richland County meeting- August 23, 2024
    - Meeting topics: intergovernmental cooperation and economic development
  - Richland County Villages meeting- September 11, 2024
    - Meeting topics: intergovernmental cooperation and economic development
  - Richland Towns Associations meetings dates and topics:
    - August 28, 2024- quarterly meeting
    - September 11, 2024- intergovernmental cooperation
    - September 25, 2024- land use and economic development
- **Public Notice** - A class 1 public notice will be published 30 days prior to holding a public hearing to hear comments regarding the Draft Comprehensive Plan.

During the course of the Comprehensive Plan, the County, City, Villages, and Towns shall direct individuals who wish to be informed of the update to the Comprehensive Plan to SwwRPC.

During the 30-day notice, a draft of the plan will be made available for review through the Richland County clerk and the Brewer Public Library, as well as on the County's website.

- **Public Hearing** - A public hearing shall be held for residents and stakeholders to comment on the Draft Comprehensive Plan. The date of the public hearing will be publicized with advance notice. Following the public hearing of the Comprehensive Plan, the Executive and Finance Committees shall make a resolution to recommend to the County Board the adoption of the plan. The County Board shall adopt an ordinance to adopt the Comprehensive Plan as recommended by the Executive and Finance Committees.

In addition to the previous items, this plan highlights procedures to adopt the updated Comprehensive Plan.

- The Steering Committee shall review the Draft Comprehensive Plan and recommend edits and modifications.
- The Planning Commission shall review the Plan and recommend, by a majority vote, a resolution recommending that the County Council pass an ordinance to adopt the Draft Comprehensive Plan as required under Wis. Stat. 66.1001(4)(b). The Planning Commission may recommend edits and modifications to the Draft Comprehensive Plan.
- The County Board, by a majority vote, shall enact an ordinance as required under Wis. Stat. 66.1001 (4) (c) adopting the Comprehensive Plan. The County Board may, at its discretion approve modifications to the Draft Comprehensive Plan, as reviewed by the Executive and Finance Committees.
- Prior to adopting the Comprehensive Plan, the County Board shall hold a Public Hearing on the Draft Comprehensive Plan, as stated in Wis. Stat. 66.1001(4) (d). The hearing must be preceded by a Class 1 notice under ch.985.

The County shall make a hard copy of the Draft Comprehensive Plan available for review through the Richland County clerk and the Brewer Public Library, as well as on the County's website.

- At least 30 days before the public hearing is held the County shall provide written notice to all of the following, as stated in Wis. Stat. 66.1001 (4)(e) and (f):
  - An operator who has obtained, or made application for, a permit that is described under s. 295.12(3)d, within the County.
  - A person who has a marketable nonmetallic mineral deposit under s. 295.20 within the County.
  - Any other property owner or leaseholder within the County who has an interest in property pursuant to which the person may extract

- nonmetallic mineral resources, if the property owner or leaseholder requests in writing that the County provide the property owner or leaseholder notice of the hearing.
- Any person who has submitted a request to receive notice of any proposed ordinance that affects the allowable use of property owned by the person in the County.
  - An electronic copy of the Draft Comprehensive Plan, or notification on how to view/download a copy of the plan, will be disseminated to neighboring jurisdictions and appropriate governments, as stated in Wis. Stat. 66.1001 (4) (b), providing an opportunity to submit written comments. A copy, or notification on how to view/download a copy of the Draft Comprehensive Plan will be sent to:
    - The Clerk of the following local governmental units:
      - Richland County
      - City of Richland Center
      - All Villages of Richland County
      - All Townships of Richland County
      - Grant County
      - Iowa County
      - Sauk County
      - Crawford County
      - Vernon County
    - Executive Director of the Southwestern Wisconsin Regional Planning Commission.
    - Wisconsin Department of Administration
    - Brewer Public Library
  - Any written comments submitted to the County by the above-mentioned local government units, property owners, or members of the public, will be read into the minutes during the Public Hearing, evaluated, and incorporated as determined by County Council into the Comprehensive Plan. A summary of comments and subsequent action will be provided upon request.
  - An electronic copy, or notifications on how to view/download a copy, of the adopted plan and ordinance will be provided to the above-mentioned local government units and the Wisconsin Department of Administration as stated in Wis. Stat. 66.1001 (4)(c).

If any community member, property owner, or representative of the local government units mentioned above have questions regarding public participation or the Comprehensive Plan, they can contact Dan Hauck at SWWRPC, 608-342-1637 and [d.hauck@swwrpc.org](mailto:d.hauck@swwrpc.org).

Vote: Yes\_\_\_\_\_ No\_\_\_\_\_



20 S. Court St.  
Platteville WI 53818  
p: 608.342.1636 • f: 608.342.1220  
e: [info@swwrpc.org](mailto:info@swwrpc.org)  
[www.swwrpc.org](http://www.swwrpc.org)

Adopted this \_\_\_\_ day of September, 2024.

Attest:

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Candace Pesch, County Administrator

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David Turk, County Board Chair



## **AGREEMENT FOR LEGAL SERVICES**

The County of Richland hereby retains Abt Swayne Law, LLC (hereinafter "Abt Swayne"), to represent Richland County (hereinafter "County"), and to provide general legal services as requested by the County.

**FEES:** Fees for legal services shall remain at the rate of \$125 per hour for attorneys and \$75 per hour for legal assistants through December 31, 2024 at which point rates shall be \$150 per hour for attorneys and \$80 per hour for legal assistants. Billing will be at a rate of 1/10<sup>th</sup> of an hour.

**COSTS:** The County will be responsible for costs related to legal actions including filing fees and service costs, witness costs, deposition expenses and other litigation-related expenses. Abt Swayne will assume all in-county travel costs; should travel outside of the county be required, travel time will be charged at half of the hourly rate of legal services. At no time will mileage be charged to the County.

**DISBURSEMENTS:** The County will reimburse Abt Swayne for costs such as filing fees, service of process expenses, expert witness expenses, witness fees, deposition expense and other litigation-related expense.

**MONTHLY BILLS:** The County understands and agrees that Abt Swayne shall bill the County on a monthly basis for legal services and well as disbursements. The County understands and agrees that the monthly bills are payable upon receiving the statement. The County will make a good faith effort to remit payment within thirty days of receiving a statement; however, Abt Swayne understands and agrees that the County may from time to time take up to two months to remit payment. The County should communicate to Abt Swayne as soon as reasonably possible any mistakes in statements or questions related to statements.

**TERM:** The term of this Agreement shall be the date of signing through \_\_\_\_\_, 202\_. This Agreement shall continue annually thereon unless either party provides written notice of intentions to not renew.

**TERMINATION:** Either party may terminate this agreement at any time upon written notification. Parties will make all reasonable efforts to provide notice in advance of the intended date of termination.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. This Agreement does not bind the County to the use of Abt Swayne for legal services. The parties understand and agree that the County may, during the term of this Agreement, employ other attorneys as the County sees fit.

**MODIFICATION OF AGREEMENT:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

**GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

Abt Swayne Law, LLC is a registered limited liability company. The Wisconsin Supreme Court Rules require that attorneys practicing as a limited liability entity must register annually with the State Bar of Wisconsin and must maintain professional liability insurance with minimum levels mandated by the applicable Wisconsin Supreme Court Rules.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Richand** **County of**  
By: \_\_\_\_\_  
County Administrator

Attest:  
By: \_\_\_\_\_  
County Clerk

**LAW, LLC** **ABT SWAYNE**  
By: \_\_\_\_\_  
Nikki C. Swayne  
Owner/Managing Attorney

July 22, 2024

Richland County  
Attn: Candace Pesch  
181 W Seminary St.  
Richland Center, WI 53581

**SUBJECT: CHANGE ORDER #01A – ENGINEERING SERVICES  
RADIO TOWER PROJECT  
RICHLAND COUNTY, WISCONSIN**

Ms. Pesch:

Edge Consulting Engineers, Inc. (Edge) is pleased to submit this Change Order request to Richland County, Wisconsin (Client) for engineering services of radio tower communication sites associated with the Richland County Radio Tower Project. The services provided under this Change Order shall be considered an amendment to the existing consultant agreement and proposal dated March 16, 2023. The following scope of work outlines our understanding of the requested additional services for project development.

**SCOPE OF WORK**

The scope of work under this Change Order includes additional engineering services not covered under the original proposal and subsequent Change Orders issued to date. It also includes services in the original proposal that are no longer required. Here is a site-by-site description of each change:

**Site 1: Richland Center**

- Removal of “Final Inspection (No Tower Climb)”
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.

**Site 2: Muscoda (Eagle)**

- 75% removal of “Field Inspection, Data Collection, and Surveying”.
  - The 25% previously invoiced accounts for the Edge Consulting site visit in May 2023.
- Removal of “Construction Staking”.
  - This will not be needed because there is no planned civil earthwork.
- Removal of “Utility Coordination”.
  - This is not needed because there will be no change to the existing utility service.
- Removal of “Final Inspection (No Tower Climb)”
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.

**Site 3: Gotham**

- Removal of “Final Inspection (No Tower Climb)”
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.
- Addition of “Power Walk”.
  - Edge Consulting site visit with an Alliant Energy representative to discuss power route to the tower site.



#### **Site 4: Westport**

- Removal of "Tower Inventory"
  - This was not needed because a structural analysis was not completed for the existing tower.
- Removal of "Tower Structural Analysis"
  - This was not needed because the existing tower is too short to meet coverage needs (decision was made to replace the existing tower).
- Removal of "Final Inspection (No Tower Climb)"
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.
- Addition of typical services needed for the new tower:
  - NEPA Compliance Documentation
  - NEPA Expenses (DNR Consultation/Tribal/Public Notices)
  - Archeological Survey
  - Geotechnical Investigation - Self-Support Tower
  - FAA Determination & FCC ASR Registration
  - Tower Foundation Inspection
- Addition of "Bird Survey and WDNR Correspondence"
  - Biologist survey to determine if endangered Acadian Flycatcher bird is present.
- Addition of "New Tower Submittal Structural Analysis"
  - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.
  - Westport is being analyzed because it the 195-foot-tall tower categorized as "Topography 2" (Hill).

#### **Site 5: Yuba – Quarry Dr**

- Removal of "Final Inspection (No Tower Climb)"
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.
- Addition of "Survey Rework for New Location on Parcel"
  - This was required when the LL changed the site location after survey work was completed on the original location.
- Addition of "Revisit for Archeological Fieldwork"
  - This was also required when the LL changed the site location after the archeological fieldwork was completed at the original location.
- Addition of "New Tower Submittal Structural Analysis"
  - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.
  - Yuba – Quarry Dr is being analyzed because it is the 195-foot-tall tower categorized as "Topography 1" (Flat).

#### **Site 6: Bunker Hill**

- Removal of "Tower Inventory"
  - This was not needed because a structural analysis was not completed for the existing tower.
- Removal of "Tower Structural Analysis"
  - This was not needed because the existing tower is too short to meet coverage needs (decision was made to replace the existing tower).
- Removal of "Utility Coordination"
  - This is not needed because there will be no change to the existing utility service.
- Removal of "Final Inspection (No Tower Climb)"
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.
- Addition of typical services needed for the new tower:
  - NEPA Compliance Documentation
  - NEPA Expenses (DNR Consultation/Tribal/Public Notices)

- Archeological Survey
- Geotechnical Investigation - Self-Support Tower
- FAA Determination & FCC ASR Registration
- Tower Foundation Inspection
- Addition of “Revisit for Archeological Fieldwork”
  - This was required when artifacts were found at the original location of the proposed tower.

#### **Site 7: Keyesville**

- Removal of “Final Inspection (No Tower Climb)”
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.
- Addition of “Power Walk”
  - Edge Consulting site visit with an Alliant Energy representative to discuss power route to the tower site.
- Addition of “New Tower Submittal Structural Analysis”
  - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.
  - Keyesville is being analyzed because it is the 275-foot-tall tower with the most intensive antenna loading configuration.

#### **Site 8: Boaz – USC**

- Removal of “Final Inspection (No Tower Climb)”
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.

#### **Site 9: Viola**

- Removal of “Final Inspection (No Tower Climb)”
  - Removed due to concerns about project timeline and to offset Change Order scope addition costs.
- Addition of “Power Walk”
  - Edge Consulting site visit with Richland Electric Coop representative to discuss power route to the tower site.
- Addition of “New Tower Submittal Structural Analysis”
  - Structural Analysis to verify the adequacy of proposed design by tower manufacturer.
  - Viola is being analyzed because it is the only 225-foot-tall tower.

#### **Site 10: Yuba – Sebranek Ln (Location Cancelled)**

- Addition of “Field Inspection (Site Visit)”
  - For Edge site visit with True North Consulting and Gencomm on 06/06/23
- Addition of “PR Drawings”
  - PR drawings submitted on 08/07/23 before location was cancelled.

#### **Site 11: Boaz – Deer Run Rd (Location Cancelled)**

- Addition of “Field Inspection (Site Visit)”
  - For Edge site visit with True North Consulting and Gencomm on 06/06/23
- Addition of “PR Drawings”
  - PR drawings submitted on 07/18/23 before location was cancelled.

#### **Overall Project:**

- Addition of “Drawings for Stick-Built Shelter”
  - Needed for Finish Excavating’s Civil Quote of Stick-Built shelter instead of a pre-cast concrete shelter (for net reduction in overall project cost).


## FEES

Services as described above shall be provided on a Lump Sum (LS) basis as listed on the attached **A/E Services Breakdown**. The total fee amount increase being requested under this Change Order is **\$19,300**. The total fee for services for the overall project after this Change Order will be **\$322,850**.

## AUTHORIZATION

Please indicate your acceptance of this Change Order by having an authorized representative sign below and return a scanned copy to Edge.

If we are given verbal or other written notification to proceed, it will be mutually understood that both of us will nonetheless be contractually bound by this Change Order, even in the absence of your written acceptance.

  
\_\_\_\_\_  
Edge Consulting Engineers, Inc.

07/22/2024  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**Edge - A/E Services**  
**Richland Co., WI**

Site:	Item:	Description:	Proposal Fee: (03/16/23 Proposal)	CO #1A (07/22/24)	Total Fees	Invoice #1 09/28/23	Invoice #2 04/18/24	Invoice #3 06/05/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
1		<b>Richland Center - Existing 300' Self-Support Tower (USCC)</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$4,600			\$4,600	\$0	100%	A
	2	Tower Inventory	By USCC		\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	By USCC		\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	By USCC		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$2,750	\$2,750		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	7	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
		<b>Site Sub-Total:</b>	<b>\$19,000</b>	<b>(\$1,400)</b>	<b>\$17,600</b>	<b>\$7,350</b>	<b>\$2,750</b>	<b>\$900</b>	<b>\$11,000</b>	<b>\$6,600</b>	<b>63%</b>	
2		<b>Muscoda (Eagle) - Existing 240' Self-Support Tower (USCC)</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600	-\$3,450	\$1,150	\$1,150			\$1,150	\$0	100%	A
	2	Tower Inventory	By USCC		\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	By USCC		\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	By USCC		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F, G
	7	Utility Coordination	\$1,800	-\$1,800	\$0				\$0	\$0	NA	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
		<b>Site Sub-Total:</b>	<b>\$19,000</b>	<b>(\$8,050)</b>	<b>\$10,950</b>	<b>\$2,650</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$6,650</b>	<b>\$4,300</b>	<b>61%</b>	
3		<b>Gotham - New 275' Self-Support Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$4,600			\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$750	\$2,250	\$750	75%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$250	\$750	\$250	75%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000			\$4,000	\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650		\$650	\$650	50%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$2,750	\$2,750		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Power Walk		\$500	\$500				\$0	\$500	0%	
		<b>Site Sub-Total:</b>	<b>\$33,300</b>	<b>(\$900)</b>	<b>\$32,400</b>	<b>\$7,350</b>	<b>\$8,000</b>	<b>\$5,900</b>	<b>\$21,250</b>	<b>\$11,150</b>	<b>66%</b>	
4		<b>Westport - New 195' Self-Support Tower, Demo Existing Guyed Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150		\$3,450	\$4,600	\$0	100%	A
	2	Tower Inventory	\$3,400	-\$3,400	\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	\$2,400	-\$2,400	\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	TBD		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	7	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	11	NEPA Compliance Documentation		\$3,000	\$3,000				\$0	\$3,000	0%	C
	12	NEPA Expenses (DNR Consultation/Tribal/Public Notices)		\$1,000	\$1,000				\$0	\$1,000	0%	D
	13	Archeological Survey		\$2,600	\$2,600				\$0	\$2,600	0%	E
	14	Geotechnical Investigation - Self-Support Tower		\$4,000	\$4,000				\$0	\$4,000	0%	
	15	FAA Determination & FCC ASR Registration		\$1,300	\$1,300				\$0	\$1,300	0%	
	16	Tower Foundation Inspection		\$2,400	\$2,400				\$0	\$2,400	0%	
	17	Bird Survey and WDNR Correspondence		\$2,500	\$2,500				\$0	\$2,500	0%	
	18	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		<b>Site Sub-Total:</b>	<b>\$24,800</b>	<b>\$11,600</b>	<b>\$36,400</b>	<b>\$2,650</b>	<b>\$4,000</b>	<b>\$4,350</b>	<b>\$11,000</b>	<b>\$25,400</b>	<b>30%</b>	
5		<b>Yuba - Quarry Dr. - New 195' Self-Support Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$750	\$2,250	\$750	100%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$250	\$750	\$250	75%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000			\$4,000	\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650		\$650	\$650	50%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F, G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Survey Rework for New Location on Parcel		\$3,000	\$3,000				\$0	\$3,000	0%	A
	15	Revisit for Archeological Fieldwork		\$1,300	\$1,300				\$0	\$1,300	0%	E
	16	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		<b>Site Sub-Total:</b>	<b>\$33,300</b>	<b>\$4,900</b>	<b>\$38,200</b>	<b>\$2,650</b>	<b>\$12,050</b>	<b>\$6,550</b>	<b>\$21,250</b>	<b>\$16,950</b>	<b>56%</b>	

**Edge - A/E Services**  
**Richland Co., WI**

Site:	Item:	Description:	Proposal Fee: (03/16/23 Proposal)	CO #1A (07/22/24)	Total Fees	Invoice #1 09/28/23	Invoice #2 04/18/24	Invoice #3 06/05/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
6		<b>Bunker Hill - New 275' Self-Support Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	Tower Inventory	\$3,400	-\$3,400	\$0				\$0	\$0	NA	L
	3	Tower Structural Analysis	\$2,400	-\$2,400	\$0				\$0	\$0	NA	M
	4	Tower Modification Design	TBD		\$0				\$0	\$0	NA	N
	5	Construction Drawings	\$5,500		\$5,500		\$5,500		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	7	Utility Coordination	\$1,800	-\$1,800	\$0				\$0	\$0	NA	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	11	NEPA Compliance Documentation		\$3,000	\$3,000				\$0	\$3,000	0%	C
	12	NEPA Expenses (DNR Consultation/Tribal/Public Notices)		\$1,000	\$1,000				\$0	\$1,000	0%	D
	13	Archeological Survey		\$2,600	\$2,600				\$0	\$2,600	0%	E
	14	Geotechnical Investigation - Self-Support Tower		\$4,000	\$4,000				\$0	\$4,000	0%	
	15	FAA Determination & FCC ASR Registration		\$1,300	\$1,300				\$0	\$1,300	0%	
	16	Tower Foundation Inspection		\$2,400	\$2,400				\$0	\$2,400	0%	
	17	Revisit for Archeological Fieldwork		\$1,300	\$1,300				\$0	\$1,300	0%	
		<b>Site Sub-Total:</b>	<b>\$24,800</b>	<b>\$6,600</b>	<b>\$31,400</b>	<b>\$1,150</b>	<b>\$8,950</b>	<b>\$0</b>	<b>\$10,100</b>	<b>\$21,300</b>	<b>32%</b>	
7		<b>Keyesville - New 195' Self-Support Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$4,600			\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$750	\$2,250	\$750	75%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$250	\$750	\$250	75%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000		\$4,000		\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650		\$650	\$650	50%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$2,750	\$2,750		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Power Walk		\$500	\$500				\$0	\$500	0%	
	15	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		<b>Site Sub-Total:</b>	<b>\$33,300</b>	<b>\$1,100</b>	<b>\$34,400</b>	<b>\$7,350</b>	<b>\$12,000</b>	<b>\$1,900</b>	<b>\$21,250</b>	<b>\$13,150</b>	<b>62%</b>	
8		<b>Boaz - USC - Existing 230' Self-Support Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	Tower Inventory	By USCC		\$0				\$0	\$0	NA	I, L
	3	Tower Structural Analysis	By USCC		\$0				\$0	\$0	NA	I, M
	4	Tower Modification Design	By USCC		\$0				\$0	\$0	NA	I, N
	5	Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	6	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	7	Utility Coordination	\$1,800		\$1,800			\$450	\$450	\$1,350	25%	H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	9	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	10	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
		<b>Site Sub-Total:</b>	<b>\$19,000</b>	<b>(\$1,400)</b>	<b>\$17,600</b>	<b>\$2,650</b>	<b>\$7,450</b>	<b>\$450</b>	<b>\$10,550</b>	<b>\$7,050</b>	<b>60%</b>	
9		<b>Viola - New 250' Self-Support Tower</b>										
	1	Field Inspection, Data Collection & Surveying	\$4,600		\$4,600	\$1,150	\$3,450		\$4,600	\$0	100%	A
	2	NEPA Compliance Documentation	\$3,000		\$3,000		\$1,500	\$1,500	\$3,000	\$0	100%	C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000		\$1,000		\$500	\$500	\$1,000	\$0	100%	D
	4	Archeological Survey	\$2,600		\$2,600		\$2,600		\$2,600	\$0	100%	E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000		\$4,000		\$4,000		\$4,000	\$0	100%	
	6	FAA Determination & FCC ASR Registration	\$1,300		\$1,300		\$650	\$650	\$1,300	\$0	100%	
	7	Zoning & Construction Drawings	\$5,500		\$5,500	\$1,500	\$4,000		\$5,500	\$0	100%	
	8	Construction Staking	\$1,400		\$1,400				\$0	\$1,400	0%	F,G
	9	Utility Coordination	\$1,800		\$1,800			\$900	\$900	\$900	50%	H
	10	Tower Foundation Inspection	\$2,400		\$2,400				\$0	\$2,400	0%	
	11	Punch List Inspection (w/ Tower Climb)	\$2,900		\$2,900				\$0	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400	-\$1,400	\$0				\$0	\$0	NA	F
	13	As-Built Drawings	\$1,400		\$1,400				\$0	\$1,400	0%	J
	14	Power Walk		\$500	\$500				\$0	\$500	0%	
	15	New Tower Submittal Structural Analysis		\$2,000	\$2,000				\$0	\$2,000	0%	M
		<b>Site Sub-Total:</b>	<b>\$33,300</b>	<b>\$1,100</b>	<b>\$34,400</b>	<b>\$2,650</b>	<b>\$16,700</b>	<b>\$3,550</b>	<b>\$22,900</b>	<b>\$11,500</b>	<b>67%</b>	
10		<b>Yuba - Sebranek Ln (Location Cancelled) - New 195' Self-Support Tower</b>										
	1	Field Inspection (Site Visit)		\$500	\$500				\$0	\$500	0%	
	2	PR Drawings		\$1,375	\$1,375				\$0	\$1,375	0%	
		<b>Site Sub-Total:</b>	<b>\$0</b>	<b>\$1,875</b>	<b>\$1,875</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,875</b>	<b>0%</b>	
11		<b>Boaz - Deer Run Rd (Location Cancelled) - New Self-Support Tower</b>										
	1	Field Inspection (Site Visit)		\$500	\$500				\$0	\$500	0%	
	2	PR Drawings		\$1,375	\$1,375				\$0	\$1,375	0%	
		<b>Site Sub-Total:</b>	<b>\$0</b>	<b>\$1,875</b>	<b>\$1,875</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,875</b>	<b>0%</b>	

**Edge - A/E Services  
Richland Co., WI**

Site:	Item:	Description:	Proposal Fee: (03/16/23 Proposal)	CO #1A (07/22/24)	Total Fees	Invoice #1 09/28/23	Invoice #2 04/18/24	Invoice #3 06/05/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
<b>12</b>	<b>Overall Project</b>											
	1	Design Phase Project Management - (9) Sites	\$22,500		\$22,500	\$5,625	\$11,250		\$16,875	\$5,625	75%	O
	2	Specs, Bid Docs & Public Bid Process - (1) Package	\$7,500		\$7,500		\$5,625	\$1,875	\$7,500	\$0	100%	P
	3	Contract Administration - (1) Contract	\$11,250		\$11,250			\$8,550	\$8,550	\$2,700	76%	Q
	4	Construction Phase Project Management - (9) Sites	\$22,500		\$22,500				\$0	\$22,500	0%	O
	5	Drawings for Stick-Built Shelter		\$2,000	\$2,000							
		<b>Sub-Total:</b>	<b>\$63,750</b>	<b>\$2,000</b>	<b>\$65,750</b>	<b>\$5,625</b>	<b>\$16,875</b>	<b>\$10,425</b>	<b>\$32,925</b>	<b>\$32,825</b>	<b>50%</b>	
		<b>Total:</b>	<b>\$303,550</b>	<b>\$19,300</b>	<b>\$322,850</b>	<b>\$42,075</b>	<b>\$92,775</b>	<b>\$34,025</b>	<b>\$168,875</b>	<b>\$153,975</b>	<b>52%</b>	
		<b>Cummulative Total:</b>	<b>\$303,550</b>	<b>\$322,850</b>		<b>\$42,075</b>	<b>\$134,850</b>	<b>\$168,875</b>				
<b>13</b>	<b>Optional Services</b>											
	1	Pre-Bid Meeting (1 meeting)	\$1,400									
	2	Pre-Construction Meeting (1 meeting)	\$1,400									
	3	New Tower Submittal Structural Analysis (Each Tower)	\$2,000									M
<b>Notes:</b>												
	A	Includes Property/Boundary, lease parcel survey w/ 1A Certificate. Title report to be provided by Others at the project outset. CSM, if required, shall be considered an additional expense										
	B	Includes topographic survey w/ 1A Certificate. No boundary/property survey.										
	C	Includes coordination with SHPO, TCNS, DNR, Public Notices, etc..										
	D	NEPA expenses (Public Notices, Database Searches, etc.) do not include costs for extended environmental or historical studies and/or tribal monitoring during construction. NEPA fees charged by tribes and other entities shall be billed separately. NEPA fees will be billed on actual incurred cost plus 15%.										
	E	Archeological survey only. Historical architectural, endangered species or other extended studies, if required, shall be considered an additional expense.										
	F	Services assumed to be grouped for multiple sites to minimize travel.										
	G	Assumes one time staking of the site.										
	H	Coordinate utility service applications (electric & natural gas) with utility provider(s) on behalf of Client. Fees charged by Utilities are not included and shall be paid directly by Client. Site visits, requested by Utility companies, are not assumed and if required shall be considered an additional expense.										
	I	Service not requested or to be compelled by Others.										
	J	Assume redline As-Built drawings will be provided to Edge documenting all changes and no field verification is required.										
	K	Perform inventory of antennas, lines & appurtenances. Service does not include mapping of tower members.										
	L	Assumes all required information to complete the analysis are provided (tower & foundation design drawings, geotechnical report, existing tower loading). Modification design for failing structures is not included.										
	M	Structurally model and analyze submitted tower and tower foundation system design to confirm compliance with design requirements.										
	N	Costs for tower modification design will be determined upon receiving a failing tower structural analysis.										
	O	Participate in weekly project management calls. Manage sites throughout the project phase.										
	P	Prepare bid document package suitable for public bidding. Publically advertise project per Owner purchasing requirements. Facilitate bid process, maintain plan holders list, issue addendums. Prepare bid tab and recommend contract award.										
	Q	Prepare contracts, process change orders, answer contractor questions, review contractor pay requests.										

## **RESOLUTION NO. 24 - XX**

Resolution Declaring The Executive And Finance Committee As The Ethics Board Under Ordinance 23-6.

WHEREAS in March of 2023, the Richland County Board of Supervisors adopted a new ethics ordinance (Ord. #23-6), which created a body known as the Ethics Board, and

WHEREAS in March of 2024, the Board adopted news Rules, which included an updated Committee Structure Appendix, which did not identify which body would serve as the Ethics Board, and

WHEREAS the Executive and Finance Committee has been determined to be the most appropriate body to serve as the Ethics Board,

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the Executive and Finance Committee shall serve as the Ethics Board under Ordinance #23-6, 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 EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(10 SEPTEMBER 2024)

RESOLUTION

FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

DATED: SEPTEMBER 17, 2024

STEVE CARROW  
KEN RYNES  
GARY MANNING  
MARK GILL  
INGRID GLASBRENNER  
DAVID TURK  
BOB FRANK  
STEVE WILLIAMSON



the County.

8. For the Departments that report to the Water and Land Use Planning Committee, the Committee shall receive reports for the purpose of making informed decisions regarding budget, planning and policy development.

#### **RESPONSIBILITIES OF COUNTY BOARD MEMBERS:**

##### **Rule**

16.1 Each member of the Lantlade County Board of Supervisors shall:

1. uphold the Oath of Office by faithfully and impartially discharging the duties of a County Board Supervisor to the best of their ability;
2. act in the best interests of County government by refraining from conduct which a reasonable person would deem unethical, offensive or otherwise contrary to our community values or the Oath of Office;
3. be responsive to the needs of the community by being available to the public for questions and comments;
4. represent the interests of constituents by attending and participating in meetings; prepare for meetings by reviewing all information distributed to members in advance; observe the rules of decorum at meetings by employing a tone and demeanor during debate which is courteous and respectful of the views and interests of others; refrain from using language that is vulgar or threatening; refrain from engaging in personal attacks or otherwise introduce information that is irrelevant to the subject of the debate;
5. conduct government business in a manner that is open and accessible to the public; refrain from discussions of government business with other Board members outside of public meetings when such discussions are prohibited by law; conduct meetings in open session unless there is a genuine need for a closed session.
6. follow applicable policies and procedures adopted by the County Board.

16.2 Roles and Responsibilities of the County Board and Department Heads:

The County Board shall serve as the budgetary, strategic planning and legislative, policy-making body of Lantlade County government. This authority can only be exercised by the Board, collectively, or by its duly constituted Committees (subunits). While acting in an individual capacity, a County Board member has no legislative authority or operational control.

Any legislative, policy-making initiative shall first be referred to the appropriate Committee where it can be reviewed by Committee members and staff who have the expertise necessary to fully study the issue. To the greatest extent practicable, Department Heads shall be granted an opportunity to provide both input and feedback to policy-makers regarding policies that apply to multiple County departments. Department Heads (or designees) shall be welcome to attend Committee and Board meetings which include discussion topics that may affect the operation of their respective Departments.

Once policy has been approved by the Board or Oversight Committees, it is the responsibility of Department Heads to implement the decisions of the Board. In summary, the function of the Board is to adopt policy and hold management staff responsible for implementing such policy accountable according to established criteria.

As elected representatives, Board members receive complaints from constituents, including County employees and the general public. Board members shall refer complaints and/or concerns regarding the management and operation of County government to the appropriate step within the chain of command (Department Head and/or County Administrator). Outside of the chain of command, Board members shall refrain from reviewing or discussing the merits of such complaints or concerns until the matter has been submitted to the chain of command and reported by that authority to the Board or Committee.

County Administrator and Department Heads shall serve in an operational and advisory role to the County Board. In summary, the function of County Administrator and Department Heads is to carry out the Board's policy directives and provide the Board with information and advice so as to allow the policy-makers the opportunity to make informed policy decisions.

County Administrator shall have the leadership role to administer the day-to-day operation within the guidelines of the policies set by the Board. The County Board shall not micro-manage the day-to-day operation of County government. When issues are raised before County Board members regarding the management practices within a respective Department, these questions shall be referred to and addressed by the County Administrator and respective Department Head. Following the appropriate chain of command will ensure that issues are addressed in an open and deliberate

manner that is fair to all involved. County Board members shall avoid engaging in individual initiatives to investigate matters on their own.

County Administrator and Department Heads shall be encouraged to meet on a regular and informal basis in order to promote communication, build professional relationships and encourage the sharing of ideas. [Note: Resolution No. 25-94 is hereby rescinded].

The County Board, County Administrator and Department Heads shall support the policies adopted by the County Board and in the performance of their respective duties, they shall strive to build the public's trust and confidence in Langle County government (both policy-making and management).

#### 16.3 Recognition of County Board Members:

The County Board shall recognize County Board Members who pass away during their term of office by placing a plaque in remembrance of the deceased County Board Member displayed in the County Board Room. Additionally, the County Administrator shall coordinate with deceased family to identify the placement of a fixture on public property commemorating the deceased Board Member's service on the County Board (i.e., commemorative bench, tree planting, etc.) The contribution from the County is authorized up to a value of \$500.

### **ENFORCEMENT OF RULES:**

#### **Rule**

17.1 These Rules of the Langle County Board may be enforced in the following manner:

For rules violations observed during a meeting, the Presiding Officer of the meeting shall have the authority to sanction members at the meeting or refer the matter to the County Board Chairman, Vice and Second Vice Chairmen for resolution.

For rules violations that occur at all other times, any complaint shall be forwarded to the County Board Chairman, Vice and Second Vice Chairmen and then shall meet with the County Board Member(s), who is/are the subject of the complaint, to review the complaint and shall decide upon the merits of the complaint and render a decision on the appropriate remedy for any violation of these Rules. The decision may be appealed to the full County Board.

17.2 Depending upon the severity of the rule's violation, sanctions may include: private reprimand, public reprimand, removal from committee assignment, referral for criminal prosecution, payment of a forfeiture and/or a request for removal from office.

### **SUSPENSION OF RULES:**

#### **Rule**

18.1 These Rules of the Langle County Board may not be rescinded, changed or suspended, except by a three-fourths (3/4) vote of the members present.

## **CODE OF ETHICS**

### **(Cr. Ord. #171-2013; Rep. & recr. Ord. #193-2015)**

#### **4.55 DECLARATION OF POLICY. (Rep. & recr. Ord. #193-2015)**

To ensure that the public can have complete confidence in the integrity of Crawford County Government, each elected official and employee shall respect and adhere to the fundamental principles of ethical service. The proper operation of County government demands that:

- (1) Crawford County officials and employees be independent, impartial and responsible to the people;
- (2) Decisions be made in the proper channels of the County governmental structure;
- (3) County offices should not be used for personal gain;
- (4) County business should be conducted in such a way so as to re-enforce the public's confidence in its integrity.

#### **4.56 PURPOSE. (Rep. & recr. Ord. #193-2015)**

The purpose of this code is to establish ethical standards of conduct for all County officials and employees by identifying those acts or actions that are not compatible with the best interest of the County. Because representatives of the County are drawn from society, they cannot and should not be without all personal and economic interest in the decisions and policies of government. Citizens who serve as County officials and employees retain their rights as citizens to personal and economic interests. Therefore, the standards of ethical conduct for County officials and employees must distinguish between minor and inconsequential conflicts which are unavoidable and those conflicts which are substantial and material. The provisions of this code, and such rules and regulations which may be established, are to be interpreted in the context of the above principles and are deemed to be in the best interest of the public.

#### **4.57 RESPONSIBILITY OF PUBLIC OFFICE. (Rep. & recr. Ord. #193-2015)**

Public officials and employees are agents of the public and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the constitution of this State and carry out impartially the laws of the nation, State and County and to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their prime concern. Their conduct should be above reproach so as to foster respect for all government.

#### **4.58 DEDICATED SERVICE. (Rep. & recr. Ord. #193-2015)**

Officials and employees shall adhere to the rules of work and performance established as the standard for their positions by the appropriate authority. Officials and employees shall not exceed their authority or breach the law or ask others to do so, and they shall work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

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#### **4.59 COVERAGE. (Rep. & recr. Ord. #193-2015)**

This code governs all County officials, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions, department heads, and all other County employees.

#### **4.60 EXEMPTIONS. (Rep. & recr. Ord. #193-2015)**

Political contributions which are reported under Ch. 11, Wis. Stats., are exempt from the provisions of this code.

#### **4.61 DEFINITIONS. (Cr. Ord. #193-2015)**

- (1) PERSON. Any individual, corporation, partnership, joint venture, association or organization.
- (2) FINANCIAL INTEREST. Any interest which yields, directly or indirectly, a monetary or other material benefit to the County officer or employee or to any person employing or retaining services of the County officer or employee.
- (3) ANYTHING OF VALUE. Any money or property, favor, service, payment, advance forbearance, loan or promise of future employment, but does not include such things as compensation and expenses paid by the State or County, fees, honorariums and expenses, unsolicited advertising or promotional material such as pens, pencils, notepads, calendars, informational or educational materials of unexceptional value, plaques, other advertising giveaways or any other thing which is not likely to influence the judgment of individuals covered by this code.
- (4) PRIVILEGED INFORMATION. Any written or oral material related to County government which has not become part of the body of public information and which is designated by statute, court decision, lawful orders, ordinances, resolution or custom as privileged.
- (5) OFFICIAL. All County department heads or directors, County supervisors, and all other County elected and appointed officers, except judges and district attorneys.
- (6) EMPLOYEE. All persons filling an allocated position of County employment and all members of boards, committees, and commissions.
- (7) IMMEDIATE FAMILY. An official's or employee's spouse, children, stepchildren, parents, stepparents, or other legal relation who contributes more than one-half of the support of the official or receives that level of support from the official or employee.

#### **4.62 FAIR AND EQUAL TREATMENT. (Cr. Ord. #193-2015)**

- (1) USE OF PUBLIC PROPERTY. An official or employee shall not use, or knowingly permit the use, of County services or County-owned vehicles, equipment, materials for unauthorized nongovernmental purposes or for unauthorized personal convenience or for profit, unless such services or use are available to the public generally and consistent with practices and policies of the County.
- (2) OBLIGATIONS TO CITIZENS. An official or employee shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

This section does not affect the duty of County supervisors to diligently represent their constituency.

#### **4.63 CONFLICTS OF INTEREST. (Cr. Ord. #193-2015)**

- (1) RECEIPT OF GIFTS, FAVORS AND GRATUITIES PROHIBITED. No official or employee shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person, firm or corporation which to his



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knowledge is interested in business dealings with the County nor shall any such official or employee accept any gift, favor or thing of value that may tend to influence him in the discharge of his duties or grant in the discharge of his duties any improper favor, service or thing of value.

- (2) EXCEPTION. It is not a conflict of interest for an official or employee to receive a gift or gratuity that is an unsolicited item of insignificant value or anything which is given to them independent of their position as an official or employee.
- (3) BUSINESS INTEREST. An official or employee shall not engage in any business or transaction or act in regard to any financial interest, direct or indirect, which:
  - (a) Is incompatible with the proper discharge of his or her official duties for the benefit of the public;
  - (b) Is contrary to the provisions of this code; or
  - (c) May impair his or her independence of judgment or action in the performance of his or her official duties.
- (4) EMPLOYMENT. An official or employee shall not engage in or accept any private employment or render any service for a private interest when such employment or service is incompatible with the proper discharge of his or her official duties or which may impair his or her independence of judgment or action in the performance of his or her official duties unless otherwise permitted by law or unless disclosure is made as hereinafter provided. An employee shall obtain prior approval from their Department Head, or in the case of a Department Head, from the applicable oversight committee, before engaging in outside employment.
- (5) REPRESENTING PRIVATE INTERESTS BEFORE COUNTY AGENCIES IN COURTS. No official or employee whose salary is paid in whole or in part by the County shall appear in behalf of private interests before any agency of the County. He shall not represent private interests in any action or proceeding against the interests of the County in any litigation to which the County is a party. This section shall not be construed as prohibiting the appearance of officials or employees when subpoenaed as witnesses by parties involved in litigation which also may involve the County. A supervisor may appear before County agencies on behalf of constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations. However, no supervisor or other official or employee shall accept a retainer or compensation that is contingent upon a specific action by a County agent.
- (6) CONTRACTING. An official or employee or a business in which an official or employee holds a 10% or greater interest may not enter into a contract with the County involving a payment or payments of more than \$1,000 amount within a 12-month period unless the official or employee has made a written disclosure of the nature and extent of such relationship or interest to the County Clerk and reported such interest to the County Board. Further, pursuant to §946.13, Wis. Stats., an official or employee is prohibited from participating in the formation of a contract or contracts with Crawford County involving the receipts or disbursements of more than \$15,000 in any year.

#### **4.64 FINANCIAL INTEREST IN LEGISLATION. (Cr. Ord. #193-2015)**

A member of the County Board who has a financial interest in any proposed action before the County Board shall disclose the nature and extent of such interest to the County Clerk and the County Board prior to or during the initial discussion of such action and shall refrain from participating in the discussion of and/or voting on such action. A member of the County Board shall request to be excused by the Board or Committee chairperson for the duration of any deliberations concerning such action in which the member has a financial interest. Any other official or employee who has a financial interest in any proposed action before the County Board, and who participates in discussion with or gives an official opinion or recommendation to the County Board, shall first disclose the nature and extent of such interest to the County Board.

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#### **4.65 DISCLOSURE OF PRIVILEGED INFORMATION. (Cr. Ord. #193-2015)**

An official or employee shall not knowingly disclose or permit the disclosure of privileged information to any person not lawfully authorized to receive such privileged information. An official or employee shall not use privileged information to advance his or her personal financial interest or that of his or her immediate family.

#### **4.66 DISCLOSURE BY COUNTY OFFICIALS OF MATTERS PERTAINING TO A CLOSED SESSION PROHIBITED. (Cr. Ord. #193-2015)**

No County official may disclose any information discussed, debated or acted upon in a closed session of the Crawford County Board or its standing committees.

#### **4.67 NEPOTISM. (Cr. Ord. #193-2015)**

- (1) No person shall be employed, promoted, or transferred to any department, division, or work unit when, as a result, the employee would be directly supervising or receiving direct supervision from a related person.
- (2) "Related person" shall mean spouse, parents, children, siblings, grandparents, grandchildren, father-in-law, mother-in-law, stepchildren, stepparents and any person sharing the employee's residence.

#### **4.68 STATE STATUTES INCORPORATED. (Cr. Ord. #193-2015)**

- (1) STATUTES INCORPORATED BY REFERENCE. The following sections of the Wisconsin Statutes are hereby incorporated by reference and made a part of this Code of Ethics:
  - §19.01 (Oaths and Bonds)
  - §19.21 (Custody and Delivery of Official Property and Records)
  - §19.81-§19.89 (Open Meetings of Governmental Bodies)
  - §19.59 (Codes of Ethics for Local Government Officials, Employees and Candidates)
- (2) VIOLATION OF INCORPORATED STATUTES. Officials shall comply with the sections of the Wisconsin Statutes incorporated in this code and failure to do so shall constitute a violation of this code.

#### **4.69 INVESTIGATIONS AND ENFORCEMENT. (Cr. Ord. #193-2015)**

- (1) ADVISORY OPINIONS. Any person governed by this Code of Ethics may apply in writing to the County Corporation Counsel for an advisory opinion and shall be guided by any opinion rendered. The applicant shall present his or her interpretation of the facts at issue and of the applicability of provisions of this code before the advisory opinion is rendered. All requests for opinion and opinions rendered shall be in writing. Records of the Corporation Counsel's opinions, opinion requests and investigations of violations shall be closed to public inspection, as required by Ch. 19, Wis. Stats. However, such records may be made public with the consent of the applicant.
- (2) COMPLAINTS. The Corporation Counsel shall accept from any person a verified written complaint which states the name of the officer or employee alleged to have committed a violation of this code and sets forth the material facts involved in the allegation. The Corporation Counsel shall forward a copy of the complaint to the accused officer or employee and the Ethics Inquiry Board within 10 days. If no action on the verified complaint is taken by the Ethics Inquiry Board within 30 days, the complaint shall be dismissed.

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- (3) **PRELIMINARY INVESTIGATIONS.** Following the receipt of a verified complaint, the Ethics Inquiry Board may make preliminary investigations with respect to alleged violation of this code. A preliminary investigation shall not be initiated unless the accused officer or employee is notified in writing. The notice shall state the exact nature and purpose of the investigation, the individual's specific action or activities to be investigated and a statement of such person's due process rights. If the Ethics Inquiry Board finds probable cause to believe the allegations contained in the complaint, the complaint shall be referred to hearing pursuant to subsections (5)(a) and (5)(c) below before the Ethics Inquiry Board.
- (4) **TIME LIMITATIONS.** The Ethics Inquiry Board may investigate any complaint properly filed with it. However, no action may be taken on any complaint which is filed more than one year after a violation of the Ethics Code is alleged to have occurred.
- (5) **ETHICS INQUIRY BOARD.** There is hereby created an Ethics Inquiry Board to consist of 3 members and one alternate, one of whom shall be an attorney licensed to practice law in the State of Wisconsin, appointed by the County Board Chairperson with the approval of the County Board. The members of the Ethics Inquiry Board shall be residents of Crawford County and shall not be County public officials or employees during the time of appointment, and shall serve staggered 3-year terms expiring on the third Tuesday in April of the third year following their appointment except as otherwise provided in the implementation of this code. The Corporation Counsel shall provide legal advice, secretarial service and assistance to the Board. The Board shall be entitled to mileage and per diem payments for meetings and hearings of the Board on the same basis as provided other Crawford County boards, committees or commissions.
- (a) **Powers and Duties.** The Ethics Inquiry Board shall be responsible for investigating a complaint, and conducting a fact finding hearing pursuant to subparagraph (5)(c) below, in any case where the Ethics Inquiry Board has found that probable cause exists for believing the allegations of a complaint referred to the Board after preliminary review pursuant to subparagraphs (2) through (4) above.
- (b) **Burden of Proof.** The burden of proving a violation alleged in the complaint shall be on the complainant. Violations shall be proved by evidence that is clear, satisfactory and convincing.
- (c) **Hearing.** The Ethics Inquiry Board may hold, and an individual against whom a complaint has been made and where the complaint has been referred to the Ethics Inquiry Board may request, a hearing before the Board. The Board shall keep a record of the hearing. The Board shall have the power to compel the attendance of witnesses and to issue subpoenas as granted to other boards and commissions under §885.01, Wis. Stats.
1. Within 10 work days of the conclusion of the hearing, the Board shall file its written findings and recommendations signed by all participating Board members, together with findings of fact and conclusions of law, concerning the propriety of the conduct of the public official. If the Board determines that no violation of the Code of Ethics has occurred, it shall dismiss the complaint, and if requested to do so by the accused, issue a public statement.
  2. No recommendation of the Board becomes effective until 20 work days after it is issued, or while an application for rehearing or rehearing before the Board is pending, or the Board has announced its final determination on rehearing.
- (d) **Enforcement and Penalties.** If the Ethics Inquiry Board finds that clear, satisfactory and convincing evidence exists for believing the allegations of the complaint, the Ethics Inquiry Board shall refer its findings and recommendation to the County Board, or in the case of an employee, to the Personnel Committee. The Board may make the following recommendations:
1. Recommend that the County Board order the officer or employee to conform his or her conduct to the Ethics Code or recommend that the official or employee be censured, suspended, removed from office, be issued a private reprimand, public reprimand, and in the case of an employee may

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also recommend denial of merit increase, suspension without pay, discharge, or other appropriate disciplinary action.

2. The Ethics Inquiry Board may also refer the matter to the District Attorney to commence enforcement pursuant to the procedures and remedies of §19.59 Wis. Stats.



## **Ordinance No. 701**

### **ETHICS CODE**

- 701.01 Title.
- 701.02 Authority.
- 701.03 Definitions.
- 701.04 Application of Chapter.
- 701.05 Administration.
- 701.06 Certain County Transactions Prohibited.
- 701.07 Declaration of Policy.
- 701.08 Standard of Conduct; Use of Public Position to Obtain Private Benefit Prohibited.
- 701.09 Standard of Conduct; Solicitation or Acceptance of anything of Value.
- 701.10 Standard of Conduct; Conflict of Interest Prohibited.
- 701.11 Mileage Reimbursement Eligibility.
- 701.12 Standard of Conduct; Use or Disclosure of Information Gained in Course of Official Activities
- 701.13 Impermissible Use of Public Office.
- 701.14 Standard of Conduct; Representation for Compensation by County Official Before County Entities.
- 701.15 Standard of Conduct; Representation by Citizen Members and Employees Before County Entities.
- 701.16 Standard of Conduct; Receipt and Retention of Anything of Value Unrelated to Official Duties.
- 701.17 Standard of Conduct; Receipt and Retention of Anything of Value for the Benefit of the County.
- 701.18 Standard of Conduct; Receipts from Political Committees.
- 701.19 Standard of Conduct; Disclosure by County Officials.
- 701.20 Standard of Conduct; Disclosure by County Officials of Matters Pertaining to a Closed Session Prohibited
- 702.21 Complaints.
- 701.22 Procedure Before the Board.
- 701.23 Closed Session.
- 701.24 Advisory Opinions.
- 701.25 Open Records.
- 701.26 Sanctions.
- 701.27 Severability.

**701.01 TITLE.** This ordinance may be cited as the Iowa County Ethics Code.

**701.02 AUTHORITY.** This ordinance is enacted under the authority of Section 19.59, Wis. Stats.

**701.03 DEFINITIONS.** (1) Except as expressly modified in this chapter, words and phrases used in this chapter have meanings set forth in s. 19.42, Wis. Stats.:

(a) *Administrative agency* means any board, commission, committee, task force or other entity which is listed in chapter 15.

(b) *Anything of value* means any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the county, fees and expenses which are permitted and reported under s. 701.16, political contributions which are reported under chapter 11, Wis. Stats., hospitality extended for a purposes unrelated to county business by a person other than an organization or anything having a value of less than \$13 per occurrence or \$39 in total during a calendar year.

(c) *Board* shall mean the Iowa County Ethics Board created by Section 702 of the Iowa County Code of Ordinances.

(d) *Business* shall mean any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages in profit-making or nonprofit-making activities.

(e) *Citizen* or *citizen member* refers to a person appointed to any position by the County Board, who is neither an elected county officeholder nor a county employee.

(f) *County employee* shall refer to any person holding a full- or part-time position with Iowa County, other than a county official.

(g) *County official* shall mean any person holding a county elected office.

(h) *Department* shall mean any department of county government having its own budget.

(i) *Elected official* shall mean any person who holds an elected position and whose salary is funded in full or in part by Iowa County.

(j) *Organization* means any legal entity other than an individual or body politic.

(k) *Respondent* means a person against whom has been filed a complaint alleging a violation of this chapter.

(l) *Substantial financial interest* means any interest required to be placed on a disclosure statement by s. 701.21 of this ordinance.

**701.04 APPLICATION OF CHAPTER.** 1 This ordinance shall apply to all county officials and county employees.

**701.05 ADMINISTRATION.** The Iowa County Ethics Board shall be the administrative body with respect to the enforcement of the provisions of this ordinance. The board may call upon the Iowa County Administrative Offices for staff assistance as the need arises. The corporation counsel shall provide such legal assistance as the board requires.

**701.06 CERTAIN COUNTY TRANSACTIONS PROHIBITED.** (1) The county shall not have or seek to have a business or financial relationship with a county official which would potentially place the official in violation of s. 946.13, Wis. Stats., or any provision of this chapter.

(2) It shall be the duty of the department head overseeing negotiations and requests for bids or proposals or other proposed transactions to assure compliance with this section.

**701.07 DECLARATION OF POLICY.** (1) The proper operation of representative government requires that county officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a code of ethics for all County of Iowa officials and employees. The purpose of this code is to assist county officials and employees in avoiding conflicts between their personal interest and their public responsibilities in order to improve standards of public service and promote and strengthen the faith and confidence of the people of Iowa County in their county public officials and employees and to provide for disclosure by county officials and managerial employees of substantial financial interests in matters affecting the county. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the County of Iowa.

(2) The county board hereby reaffirms that each county official and employee occupies a position of public trust that requires adherence to a high standard of conduct. Any effort to realize substantial personal gain through official conduct is a violation of that trust. This code of ethics does not prevent any county public official from accepting other employment or following any pursuit which in no way interferes with the full and faithful discharge of his or her duties to this county. The county board further recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without all personal and economic interest in the decisions and policies of government; that citizens who serve as county officials retain their rights as citizens to interests of a personal or economic nature; that standards of ethical conduct for county officials need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society, and those conflicts which are substantial and material; and that county officials may need to engage in employment, professional or business activities, other than official duties, in order to support themselves or their families and to maintain a continuity of professional or business activity, or may need to maintain investments which activities or investments do not conflict with the specific provisions of this code.

**701.08 STANDARD OF CONDUCT; USE OF PUBLIC POSITION TO OBTAIN PRIVATE BENEFIT PROHIBITED.** No county official, county employee or citizen member may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

**701.09 STANDARD OF CONDUCT; SOLICITATION OR ACCEPTANCE OF ANYTHING OF VALUE.** No county official, county employee or citizen member may solicit or accept from any person directly or indirectly, anything of value if it could reasonably be expected to influence official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the county official, county employee or citizen member.

**701.10 STANDARD OF CONDUCT; CONFLICT OF INTEREST PROHIBITED.** No county official, county employee or citizen member may: (a) Take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest. (b) Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.

**701.11 MILEAGE REIMBURSEMENT ELIGIBILITY.** A county board supervisor is eligible for reimbursement of only that mileage actually traveled in attending those meetings for which she or he is also eligible for a meeting payment.

**701.12 STANDARD OF CONDUCT; USE OR DISCLOSURE OF INFORMATION GAINED IN COURSE OF OFFICIAL ACTIVITIES.** No county official or employee may intentionally use or disclose information gained in the course of or by reason of her or his official position or activities in any way that could result in the receipt of anything of value for herself or himself, for a member of her or his immediate family, or for any other person or legal entity if the information has not been communicated to the public or is not a public record.

**701.13 IMPERMISSIBLE USE OF PUBLIC OFFICE.** No county official or county employee shall use or attempt to use his or her public office or employment to influence or gain unlawful benefits, advantages or privileges personally or for others.

**701.14 STANDARD OF CONDUCT; REPRESENTATION FOR COMPENSATION BY COUNTY OFFICIAL BEFORE COUNTY ENTITIES.** (1) No county official shall appear on behalf of private interests for compensation, before any county entity nor represent private interests in any action or proceedings against the county.

(a) This subsection shall not apply:

1. In a contested case which involves a party other than the county with interests adverse to those represented by the public official or employee; or
2. At an open hearing before a body other than the county board or a committee of the county board, at which a stenographic or tape record is maintained; or
3. In a matter that involves only ministerial action by the department; or
4. To representation by an elected official acting in his or her official capacity.

(2) This section shall not be construed to limit in any fashion whatsoever an elected official's business or professional partner's or associate's right to practice or appear before a county entity, provided, however, the elected official does not participate in any vote or in the decision-making process.



(3) Nothing in this section shall be construed to prohibit an elected official from representing herself or himself before any county entity, including the one of which he or she is member.

**701.15 STANDARD OF CONDUCT; REPRESENTATION BY CITIZEN MEMBERS AND EMPLOYEES BEFORE COUNTY ENTITIES.**

(1) No county employee or citizen member shall appear on behalf of private interests with or without compensation before any entity for or with which the person works nor appear on behalf of private interests with or without compensation in any action or proceeding against the county.

(a) This subsection shall not apply to matters involving employee appearances before any county entity as a representative of a collective bargaining unit, whether on behalf of the unit or a county employee represented by the unit.

(2) This section shall not be construed to prohibit a citizen member from dealing directly with staff of the agency on behalf of private interests, for compensation or otherwise, provided that if the representation is for compensation, that fact is contemporaneously disclosed, in writing, to the affected county department or agency.

(3) This section shall not be construed to limit in any fashion whatsoever a citizen member's or employee's business or professional partner's or associate's right to practice or appear before the administrative agency.

(4) Nothing in this section shall be construed to prohibit a citizen member or employee from representing herself or himself before any county entity, including the one of which he or she is a member.

**701.16 STANDARD OF CONDUCT; RECEIPT AND RETENTION OF ANYTHING OF VALUE UNRELATED TO OFFICIAL DUTIES.**

(1) County officials, employees and citizen members may receive and retain anything of value if the activity or occasion on or for which it is given is unrelated from his or her use of the county's time, information, facilities, equipment, services or supplies not generally available to all residents of the county and he or she can show by clear and convincing evidence that the payment or reimbursement was unrelated to and did not arise from the recipient's holding or having held her or his position and was paid for a purpose unrelated to a matter being considered by or affecting the county. Such persons may accept and retain from persons or entities other than the county the cost of reimbursement of actual and reasonable expenses related to speaking engagements whether or not the same arise from their county roles or positions.

**701.17 STANDARD OF CONDUCT; RECEIPT AND RETENTION OF ANYTHING OF VALUE FOR THE BENEFIT OF THE COUNTY.**

County officials, employees and citizen members may accept and retain anything of value which consists of transportation, lodging, meals, food or beverage, or reimbursement therefore, if the official, employee or citizen member can show by clear and convincing evidence that the same was incurred or received primarily for the benefit of the county and not primarily for his or her private benefit or that of any other person. It is prima facie evidence that the acceptance of anything of value consisting of the enumerated items or services is primarily for the benefit of the county (a) when received by an official, employee or citizen member in connection with a speech or other presentation being given by the county official, employee or citizen member; (b) when received by an official,

employee or citizen member attending a government-related function where the same or similar items or services are provided free of direct charge to all attendees; or (c) when received by an official employee or citizen member in a situation where the county would have to assume the costs of the item or service if not otherwise provided.

**701.18 STANDARD OF CONDUCT; RECEIPTS FROM POLITICAL COMMITTEES.** Notwithstanding any other provision of this chapter, county officials may receive and retain from a political committee under Ch. 11, Wis. Stats., transportation, lodging, meals, food or beverages, or reimbursement therefor, or payment or reimbursement of costs permitted and reported in accordance with Ch. 11, Wis. Stats.

**701.19 STANDARD OF CONDUCT; DISCLOSURE BY COUNTY OFFICIALS.** A county official who has a substantial financial interest in a matter pending before the body of which he or she is a member shall disclose the nature of the interest. The disclosure shall be made on the record before the body, or if there is no formal record, in writing to the body.

**701.20 STANDARD OF CONDUCT; DISCLOSURE BY COUNTY OFFICIALS OF MATTERS PERTAINING TO A CLOSED SESSION PROHIBITED.** No county official may disclose any information discussed debated or acted upon in a closed session of the Iowa County Board or its standing committees.

**701.21 COMPLAINTS.** All complaints regarding violations of this ordinance shall be made in writing and submitted to the county clerk who shall deliver them to the chairperson of the ethics board.

**701.22 PROCEDURE BEFORE THE BOARD.** Upon receipt of a complaint, the board shall: (1) Cause notice to be given to the respondent. Such a notice shall contain a specification of the charges against the respondent as well as a notice that the respondent may file a written statement of his or position with the board.

(2) Schedule and hold hearings on the complaint.

(3) Hear the respondent's position and the testimony of witnesses, if any.

(4) Permit the respondent and the complainant to call such witnesses as either desires and to cross-examine the witnesses of the other.

(5) Consider the evidence presented and make findings thereon.

(6) By its chairperson or his or her designee, make rulings on motions and objections made by any party in such a manner as to assure due process protection to the parties.

(7) Based upon the evidence presented to it, determine whether or not to seek imposition of a forfeiture pursuant to the penalty provisions of this ordinance. If a forfeiture is deemed advisable, the board may direct the corporation counsel to start an action in the name of the county against the violator.

(8) When deciding to seek the imposition of a forfeiture, the board shall at the time of notifying the corporation counsel, serve notice by mail upon the respondent to the effect that a forfeiture will be sought against the respondent, specifying the amount and that court action may be avoided if the amount specified is paid within 30 days of the date of the notice.

(9) If a person against whom the board decides to seek imposition of a forfeiture fails to pay the amount specified by the board within 30 days of the date of the notice, the corporation counsel shall initiate an action for the collection of the forfeiture in the circuit court for the County of Iowa.

**701.23 CLOSED SESSION.** Pursuant to sec. 19.85(1)(a) and (f), Wis. Stats., the board shall conduct its hearings in closed session unless the person complained of requests open hearings.

**701.24 ADVISORY OPINIONS.** (1) Any person subject to the provisions of this ordinance, either personally or on behalf of an organization or governmental body, may at any time request of the board an advisory opinion regarding the propriety of any matter to which the person is or may become a party. Any appointing officer, with the consent of a prospective appointee, may request of the ethics board an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The ethics board shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and requests therefor shall be in writing. The ethics board may authorize the corporation counsel to act in its stead in instances where delay is of substantial inconvenience or detriment to the requesting party. Except as provided in sub. (3), neither the corporation counsel nor a member or agent of the ethics board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion. The board shall annually publish a synopsis of any advisory opinions it has issued, after first reviewing such material with the corporation counsel to ensure that all individual identifying material has been deleted.

(2) It is prima facie evidence of intent to comply with the Iowa County ethics code or any amendment of the same when a person refers a matter to the ethics board and abides by the advisory opinion, if the material facts are as stated in the opinion request.

(3) The ethics board may make an advisory opinion public with the consent of the individual requesting the opinion or the organization or governmental body on whose behalf it is requested and may make public a summary of an advisory opinion issued under this section after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the ethics board or corporation counsel in connection with the request for an advisory opinion.

(4) The board is expressly authorized to issue advisory opinions interpreting those provisions of chapter 19 of the Wisconsin Statutes which are expressly incorporated in this ordinance.

**701.25 OPEN RECORDS.** All records of the board shall be open to public inspection at any time except that the names of individuals and identifying matter which clearly discloses the identity of any individual shall be kept confidential, and copies of such records shall be altered to remove any such identifying information.

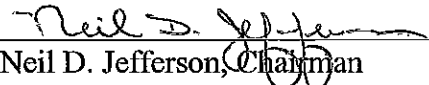
**701.26 SANCTIONS.** (1) Violation of any provision of this code should raise conscientious questions for the official or employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the County of Iowa. If the ethics board determines that an official or employee has violated any provision of this code, the board may, as part of its report to the county board, make any of the following recommendations:

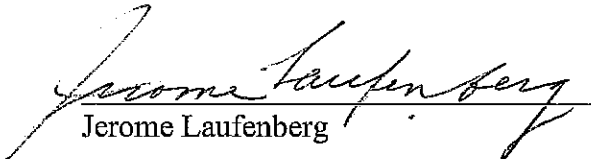
- (a) In the case of an official who is an elected county board supervisor, that the county board consider sanctioning, reprimanding, censuring or expelling the person;
- (b) In the case of a citizen member, the county board or other appointing authority consider removing the person from the administrative agency;
- (c) In the case of an employee, that the employee's appointing authority consider imposing discipline, up to and including discharge of the employee.


(2) In addition to the sanctions available under sub. (1), any official or employee violating the provisions of this section shall be subject to a non-reimbursable forfeiture of not more than one hundred dollars (\$100).


**701.27 SEVERABILITY.** The provisions of this chapter are severable. If any provision of this chapter is held to be invalid or unconstitutional or if the application of any provision of this chapter to any person or circumstance is held to be invalid or unconstitutional, such holding shall not affect the other provisions or applications of this chapter which can be given effect without the invalid or unconstitutional provisions or applications. It is hereby declared to be the intent of the county board that this chapter would have been adopted had any invalid or unconstitutional provisions or applications not been included herein.


Respectfully submitted for consideration by the Committee on Salary & Personnel, Neil D. Jefferson, Chairman.

  
Neil D. Jefferson, Chairman

  
Jerome Laufenberg


  
David Gollon

  
Thomas Paull

  
Diane McGuire

**COMMITTEE ON SALARY &  
PERSONNEL**

Adopted this 9th day of November, 1999.

  
Richard Scullion  
Iowa County Chairman

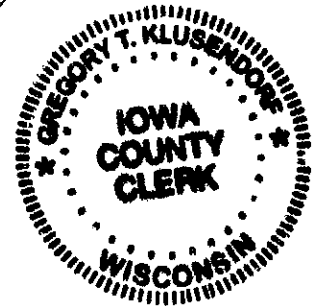
ATTEST:

Gregory Klusendorf  
Gregory Klusendorf  
Iowa County Clerk

### CERTIFICATION OF ADOPTION

This is to certify that the above resolution was duly adopted by the County Board of Iowa County on the 9th day of November, 1999.

Gregory Klusendorf  
Gregory Klusendorf  
Iowa County Clerk  
Iowa County, Wisconsin





## CHAPTER 36 CODE OF ETHICS<sup>1</sup>

### Sec. 36.01. Declaration of policy.

To ensure that the public can have complete confidence in the integrity of Sauk County Government, each elected official and employee shall respect and adhere to the fundamental principles of ethical service. The proper operation of County government demands that:

- (1) Sauk County officials and employees be independent, impartial and responsible to the people;
- (2) decisions be made in the proper channels of the County governmental structure;
- (3) County offices should not be used for personal gain;
- (4) County business should be conducted in such a way so as to re-enforce the public's confidence in its integrity.

In recognition of these fundamental principles, there is hereby created a Code of Ethics.

### Sec. 36.02. Purpose.

The purpose of this Code is to establish ethical standards of conduct for all County officials and employees by identifying those acts or actions that are not compatible with the best interest of the County. Because representatives of the County are drawn from society, they cannot and should not be without all personal and economic interest in the decisions and policies of government. Citizens who serve as County officials and employees retain their rights as citizens to personal and economic interests. Therefore, the standards of ethical conduct for County officials and employees must distinguish between minor and inconsequential conflicts which are unavoidable and those conflicts which are substantial and material. The provisions of this Code, and such rules and regulations which may be established, are to be interpreted in the context of the above principles and are deemed to be in the best interest of the public.

### Sec. 36.03. Responsibility of public office.

County officials and employees are agents of public purpose and hold office to serve the public interest. They are bound to uphold the Constitution of the United States, the Constitution of the State of Wisconsin and to carry out efficiently and impartially all laws of the United States, the State of Wisconsin, and the Ordinances of Sauk County. Further, they are bound to observe in their official acts, the standards of ethics set forth in this Code and to faithfully discharge the duties of their office. The public interest must be their primary concern.

### Sec. 36.04. Coverage.

This Code governs all County officials, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions, department heads, and other County employees.

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<sup>1</sup>Editor's note(s)—As amended by the Sauk County Board of Supervisors on June 20, 2000, Ord. No. 132-00.

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### **Sec. 36.05. Exemptions.**

Political contributions which are reported under Wis. Stats. ch. 11, are exempt from the provisions of this Code.

### **Sec. 36.06. Definitions.**

*Anything of value.* Any money or property, favor, service, payment, advance forbearance, loan or promise of future employment, but does not include such things as compensation and expenses paid by the state or County, fees, honorariums and expenses, unsolicited advertising or promotional material such as pens, pencils, notepads, calendars, informational or educational materials of unexceptional value, plaques, other advertising giveaways or any other thing which is not likely to influence the judgment of individuals covered by this Code.

*Employee.* All persons filling an allocated position of County employment and all members of boards, committees, and commissions.

*Financial interest.* Any interest which yields, directly or indirectly, a monetary or other material benefit to the County officer or employee or to any person employing or retaining services of the County officer or employee.

*Immediate family.* An official's or employee's spouse, children, stepchildren, parents, stepparents, or other legal relation who contributes more than one-half of the support of the official or receives that level of support from the official or employee.

*Official.* All County department heads or directors, County supervisors, and all other County elected officers, except judges and district attorneys.

*Person.* Any individual, corporation, partnership, joint venture, association or organization.

*Privileged information.* Any written or oral material related to County government which has not become part of the body of public information and which is designated by statute, court decision, lawful orders, ordinances, resolution or custom as privileged.

### **Sec. 36.07. Fair and equal treatment.**

- (1) *Use of public property.* An official or employee shall not use, or knowingly permit the use, of County services or County-owned vehicles, equipment, materials for unauthorized non-governmental purposes or for unauthorized personal convenience or for profit, unless such services or use are available to the public generally and consistent with practices and policies of the County.
- (2) *Obligations to citizens.* An official or employee shall not grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen. This section does not affect the duty of County supervisors to diligently represent their constituency.

### **Sec. 36.08. Conflicts of interest.**

- (1) *Receipt of gifts and gratuities prohibited.* An official or employee shall not accept anything of value whether in the form of a gift, service, loan or promise from any person which may impair his or her independence of judgment or action in the performance of his or her official duties.
- (2) *Exception.* It is not a conflict of interest for an official or employee to receive a gift or gratuity that is an unsolicited item of insignificant value or anything which is given to them independent of their position as an official or employee.

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- (3) *Business interest.* An official or employee shall not engage in any business or transaction or act in regard to any financial interest, direct or indirect, which:
    - (a) Is incompatible with the proper discharge of his or her official duties for the benefit of the public;
    - (b) Is contrary to the provisions of this Code; or
    - (c) May impair his or her independence of judgment or action in the performance of his or her official duties.
  - (4) *Employment.* An official or employee shall not engage in or accept any private employment or render any service for a private interest when such employment or service is incompatible with the proper discharge of his or her official duties or which may impair his or her independence of judgment or action in the performance of his or her official duties unless otherwise permitted by law or unless disclosure is made as hereinafter provided. An employee shall obtain prior approval from their Department Head, or in the case of a Department Head, from the applicable oversight committee, before engaging in outside employment.
  - (5) *Contracting.* An official or employee or a business in which an official or employee holds a ten percent or greater interest, may not enter into a contract with the County involving a payment or payments of more than \$1,000.00 amount within a 12-month period unless the official or employee has made a written disclosure of the nature and extent of such relationship or interest to the County Clerk and reported such interest to the County Board. Further, pursuant to Wis. Stats. § 946.13, an official or employee is prohibited from participating in the formation of a contract or contracts with Sauk County involving the receipts or disbursements of more than \$15,000.00 in any year.

#### **Sec. 36.09. Financial interest in legislation.**

A member of the County Board who has a financial interest in any proposed action before the County Board shall disclose the nature and extent of such interest to the County Clerk and the County Board prior to or during the initial discussion of such action and shall refrain from participating in the discussion of and/or voting on such action. A member of the County Board shall request to be excused by the Board or Committee chairperson for the duration of any deliberations concerning such action in which the member has a financial interest. Any other official or employee who has a financial interest in any proposed action before the County Board, and who participates in discussion with or gives an official opinion or recommendation to the County Board, shall first disclose the nature and extent of such interest to the County Board.

#### **Sec. 36.10. Disclosure of privileged information.**

An official or employee shall not knowingly disclose or permit the disclosure of privileged information to any person not lawfully authorized to receive such privileged information. An official or employee shall not use privileged information to advance his or her personal financial interest or that of his or her immediate family.

#### **Sec. 36.11. Gifts and favors.**

An official or employee shall not accept, from any person or organization directly or indirectly, anything of value without full payment, if it could reasonably be expected to influence his or her vote, governmental actions or judgments or is provided to such official or employee because of their position or office and could reasonably be considered as a reward for any governmental action or inaction.

#### **Sec. 36.12. State statutes incorporated.**

- (1) *Statutes incorporated by reference.* The following sections of the Wisconsin Statutes are hereby incorporated by reference and made a part of this Code of Ethics:

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Wis. Stats. § 19.01 (Oaths and Bonds).

Wis. Stats. § 19.21 (Custody and Delivery of Official Property and Records).

Wis. Stats. §§ 19.81—19.89 (Open Meetings of Governmental Bodies).

Wis. Stats. § 19.59 (Codes of Ethics for Local Government Officials, Employees and Candidates).

- (2) *Violation of incorporated statutes.* Officials shall comply with the sections of the Wisconsin Statutes incorporated in this Code and failure to do so shall constitute a violation of this Code of Ethics.

### **Sec. 36.13. Investigations and enforcement.**

- (1) *Advisory opinions.* Any person governed by this code of ethics may apply in writing to the County Corporation Counsel for an advisory opinion and shall be guided by any opinion rendered. The applicant shall present his or her interpretation of the facts at issue and of the applicability of provisions of this Code before the advisory opinion is rendered. All requests for opinion and opinions rendered shall be in writing. Records of the Corporation Counsel's opinions, opinion requests and investigations of violations shall be closed to public inspection, as required by Wis. Stats. ch. 19. However, such records may be made public with the consent of the applicant.
- (2) *Complaints.* The Corporation Counsel shall accept from any person a verified written complaint which states the name of the officer or employee alleged to have committed a violation of this Code and sets forth the material facts involved in the allegation. The Corporation Counsel shall forward a copy of the complaint to the accused officer or employee and the Ethics Inquiry Board within ten days. If no action on the verified complaint is taken by the Ethics Inquiry Board within 30 days, the complaint shall be dismissed.
- (3) *Preliminary investigations.* Following the receipt of a verified complaint, the Ethics Inquiry Board may make preliminary investigations with respect to alleged violation of this Code. A preliminary investigation shall not be initiated unless the accused officer or employee is notified in writing. The notice shall state the exact nature and purpose of the investigation, the individual's specific action or activities to be investigated and a statement of such person's due process rights. If the Ethics Inquiry Board finds probable cause to believe the allegations contained in the complaint, the complaint shall be referred to hearing pursuant to Section 36.13(5) below before the Ethics Inquiry Board.
- (4) *Time limitations.* The Ethics Inquiry Board may investigate any complaint properly filed with it. However, no action may be taken on any complaint which is filed more than one year after a violation of the Ethics Code is alleged to have occurred.
- (5) *Ethics Inquiry Board.* There is hereby created an Ethics Inquiry Board to consist of three members and one alternate, one of whom shall be an attorney licensed to practice law in the State of Wisconsin, appointed by the County Board Chairperson with the approval of the County Board. The members of the Ethics Inquiry Board shall be residents of the Sauk County and shall not be County Public Officials during the time of appointment, and shall serve staggered three year terms expiring on the third Tuesday in April of the third year following their appointment except as otherwise provided in the implementation of this ordinance. The Corporation Counsel shall provide legal advice, secretarial service and assistance to the Board. The Board shall be entitled to mileage and per diem payments for meetings and hearings of the Board on the same basis as provided other Sauk County Boards, Committees or Commissions.
- (a) *Powers and duties.* The Ethics Inquiry Board shall be responsible for investigating a complaint, and conducting a fact finding hearing pursuant to Section 36.13(5)(c) below, in any case where the Ethics Inquiry Board has found that probable cause exists for believing the allegations of a complaint referred to the Board after preliminary review pursuant to Section 36.13(2) through (4) above.

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- (b) *Burden of proof.* The burden of proving a violation alleged in the complaint shall be on the complainant. Violations shall be proved by evidence that is clear, satisfactory and convincing.
  - (c) *Hearing.* The Ethics Inquiry Board may hold, and an individual against whom a complaint has been made and where the complaint has been referred to the Ethics Inquiry Board may request, a hearing before the Board. The Board shall keep a record of the hearing. The Board shall have the power to compel the attendance of witnesses and to issue subpoenas as granted to other boards and commissions under Wis. Stats. § 885.01.
  - (i) Within ten work days of the conclusion of the hearing, the Board shall file its written findings and recommendations signed by all participating Board members, together with findings of fact and conclusions of law, concerning the propriety of the conduct of the public official. If the Board determines that no violation of the Code of Ethics has occurred, it shall dismiss the complaint, and if requested to do so by the accused, issue a public statement.
  - (ii) No recommendation of the Board becomes effective until 20 work days after it is issued, or while an application for rehearing or rehearing before the Board is pending, or the Board has announced its final determination on rehearing.
  - (d) *Enforcement and penalties.* If the Ethics Inquiry Board finds that clear, satisfactory and convincing evidence exists for believing the allegations of the complaint, the Ethics Inquiry Board shall refer its findings and recommendation to the County Board, or in the case of an employee, to the Administrative Coordinator. The Board may make the following recommendations:
    - (i) Recommend that the County Board order the officer or employee to conform his or her conduct to the ethics code or recommend that the official or employee be censured, suspended, removed from office, be issued a private reprimand, public reprimand, and in the case of an employee may also recommend denial of merit increase, suspension without pay, discharge, or other appropriate disciplinary action.
    - (ii) The Ethics Inquiry Board may also refer the matter to the District Attorney to commence enforcement pursuant to the procedures and remedies of Wis. Stats. § 19.59.



[20] The duty of confidentiality continues after the client-lawyer relationship has terminated. See Rule 1.9(c)(2). See Rule 1.9(c)(1) for the prohibition against using such information to the disadvantage of the former client.

### **SCR 20:1.7 Conflicts of interest current clients**

(a) Except as provided in par. (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under par. (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in a writing signed by the client.

### **WISCONSIN COMMENT**

The Wisconsin Supreme Court Rule differs from the Model Rule in requiring informed consent to be confirmed in a writing "signed by the client."

### **ABA COMMENT**

#### **General Principles**

[1] Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. Concurrent conflicts of interest can arise from the lawyer's responsibilities to another client, a former client or a third person or from the lawyer's own interests. For specific Rules regarding certain concurrent conflicts of interest, see Rule 1.8. For former client conflicts of interest, see Rule 1.9. For conflicts of interest involving prospective clients, see Rule 1.18. For definitions of "informed consent" and "confirmed in writing," see Rule 1.0(e) and (b).

[2] Resolution of a conflict of interest problem under this Rule requires the lawyer to: (1)

clearly identify the client or clients; (2) determine whether a conflict of interest exists; (3) decide whether the representation may be undertaken despite the existence of a conflict, i.e., whether the conflict is consentable; and (4) if so, consult with the clients affected under paragraph (a) and obtain their informed consent, confirmed in writing. The clients affected under paragraph (a) include both of the clients referred to in paragraph (a)(1) and the one or more clients whose representation might be materially limited under paragraph (a)(2).

[3] A conflict of interest may exist before representation is undertaken, in which event the representation must be declined, unless the lawyer obtains the informed consent of each client under the conditions of paragraph (b). To determine whether a conflict of interest exists, a lawyer should adopt reasonable procedures, appropriate for the size and type of firm and practice, to determine in both litigation and non-litigation matters the persons and issues involved. See also Comment to Rule 5.1. Ignorance caused by a failure to institute such procedures will not excuse a lawyer's violation of this Rule. As to whether a client-lawyer relationship exists or, having once been established, is continuing, see Comment to Rule 1.3 and Scope.

[4] If a conflict arises after representation has been undertaken, the lawyer ordinarily must withdraw from the representation, unless the lawyer has obtained the informed consent of the client under the conditions of paragraph (b). See Rule 1.16. Where more than one client is involved, whether the lawyer may continue to represent any of the clients is determined both by the lawyer's ability to comply with duties owed to the former client and by the lawyer's ability to represent adequately the remaining client or clients, given the lawyer's duties to the former client. See Rule 1.9. See also Comments [5] and [29].

[5] Unforeseeable developments, such as changes in corporate and other organizational affiliations or the addition or realignment of parties in litigation, might create conflicts in the midst of a representation, as when a company sued by the lawyer on behalf of one client is bought by another client represented by the lawyer in an unrelated matter. Depending on the circumstances, the lawyer may have the option to withdraw from one of the representations in order to avoid the conflict. The lawyer must seek court approval where necessary and take steps to minimize harm to the clients. See Rule 1.16. The lawyer must continue to protect the confidences of the client from whose representation the lawyer has withdrawn. See Rule 1.9(c).

**Identifying Conflicts of Interest: Directly Adverse**

[6] Loyalty to a current client prohibits undertaking representation directly adverse to that client without that client's informed consent. Thus, absent consent, a lawyer may not act as an advocate in one matter against a person the lawyer represents in some other matter, even when the matters are wholly unrelated. The client as to whom the representation is directly adverse is likely to feel betrayed, and the resulting damage to the client-lawyer relationship is likely to impair the lawyer's ability to represent the client effectively. In addition, the client on whose behalf the adverse representation is undertaken reasonably may fear that the lawyer will pursue that client's case less effectively out of deference to the other client, i.e., that the representation may be materially limited by the lawyer's interest in retaining the current client. Similarly, a directly adverse conflict may arise when a lawyer is required to cross-examine a client who appears as a witness in a lawsuit involving another client, as when the testimony will be damaging to the client who is represented in the lawsuit. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated litigation, does not ordinarily constitute a conflict of interest and thus may not require consent of the respective clients.

[7] Directly adverse conflicts can also arise in transactional matters. For example, if a lawyer is asked to represent the seller of a business in negotiations with a buyer represented by the lawyer, not in the same transaction but in another, unrelated matter, the lawyer could not undertake the representation without the informed consent of each client.

#### **Identifying Conflicts of Interest: Material Limitation**

[8] Even where there is no direct adverseness, a conflict of interest exists if there is a significant risk that a lawyer's ability to consider, recommend or carry out an appropriate course of action for the client will be materially limited as a result of the lawyer's other responsibilities or interests. For example, a lawyer asked to represent several individuals seeking to form a joint venture is likely to be materially limited in the lawyer's ability to recommend or advocate all possible positions that each might take because of the lawyer's duty of loyalty to the others. The conflict in effect forecloses alternatives that would otherwise be available to the client. The mere possibility of subsequent harm does not itself require disclosure and consent. The critical questions are the likelihood that a difference in interests will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably should be pursued on behalf of the client.

#### **Lawyer's Responsibilities to Former Clients and Other Third Persons**

[9] In addition to conflicts with other current clients, a lawyer's duties of loyalty and independence may be materially limited by responsibilities to former clients under Rule 1.9 or by the lawyer's responsibilities to other persons, such as fiduciary duties arising from a lawyer's service as a trustee, executor or corporate director.

#### **Personal Interest Conflicts**

[10] The lawyer's own interests should not be permitted to have an adverse effect on representation of a client. For example, if the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice. Similarly, when a lawyer has discussions concerning possible employment with an opponent of the lawyer's client, or with a law firm representing the opponent, such discussions could materially limit the lawyer's representation of the client. In addition, a lawyer may not allow related business interests to affect representation, for example, by referring clients to an enterprise in which the lawyer has an undisclosed financial interest. See Rule 1.8 for specific Rules pertaining to a number of personal interest conflicts, including business transactions with clients. See also Rule 1.10 (personal interest conflicts under Rule 1.7 ordinarily are not imputed to other lawyers in a law firm).

[11] When lawyers representing different clients in the same matter or in substantially related matters are closely related by blood or marriage, there may be a significant risk that client confidences will be revealed and that the lawyer's family relationship will interfere with both loyalty and independent professional judgment. As a result, each client is entitled to know of the existence and implications of the relationship between the lawyers before the lawyer agrees to undertake the representation. Thus, a lawyer related to another lawyer, e.g., as parent, child, sibling or spouse, ordinarily may not represent a client in a matter where that lawyer is representing another party, unless each client gives informed consent. The disqualification arising from a close family relationship is personal and ordinarily is not imputed to members of firms with whom the lawyers are associated. See Rule 1.10.

[12] A lawyer is prohibited from engaging in sexual relationships with a client unless the sexual relationship predates the formation of the client-lawyer relationship. See Rule 1.8(j).

#### **Interest of Person Paying for a Lawyer's Service**

[13] A lawyer may be paid from a source other than the client, including a co-client, if the client is informed of that fact and consents and the arrangement does not compromise the lawyer's duty of loyalty or independent judgment to the client. See Rule 1.8(f). If acceptance of the payment from any other source presents a significant risk that the lawyer's representation of the client will be materially limited by the lawyer's own interest in accommodating the person paying the lawyer's fee or by the lawyer's responsibilities to a payer who is also a co-client, then the lawyer must comply with the requirements of paragraph (b) before accepting the representation, including determining whether the conflict is consentable and, if so, that the client has adequate information about the material risks of the representation.

#### **Prohibited Representations**

[14] Ordinarily, clients may consent to representation notwithstanding a conflict. However, as indicated in paragraph (b), some conflicts are nonconsentable, meaning that the lawyer involved cannot properly ask for such agreement or provide representation on the basis of the client's consent. When the lawyer is representing more than one client, the question of consentability must be resolved as to each client.

[15] Consentability is typically determined by considering whether the interests of the clients will be adequately protected if the clients are permitted to give their informed consent to representation burdened by a conflict of interest. Thus, under paragraph (b)(1), representation is prohibited if in the circumstances the lawyer cannot reasonably conclude that the lawyer will be able to provide competent and diligent representation. See Rule 1.1 (competence) and Rule 1.3 (diligence).

[16] Paragraph (b)(2) describes conflicts that are nonconsentable because the representation is prohibited by applicable law. For example, in some states substantive law provides that the same lawyer may not represent more than one defendant in a capital case, even with the consent of the clients, and under federal criminal statutes certain representations by a former government lawyer are prohibited, despite the informed consent of the former client. In addition, decisional law in some states limits the ability of a governmental client, such as a municipality, to consent to a conflict of interest.

[17] Paragraph (b)(3) describes conflicts that are nonconsentable because of the institutional interest in vigorous development of each client's position when the clients are aligned directly against each other in the same litigation or other proceeding before a tribunal. Whether clients are aligned directly against each other within the meaning of this paragraph requires examination of the context of the proceeding. Although this paragraph does not preclude a lawyer's multiple representation of adverse parties to a mediation (because mediation is not a proceeding before a "tribunal" under Rule 1.0(m)), such representation may be precluded by paragraph (b)(1).

#### **Informed Consent**

[18] Informed consent requires that each affected client be aware of the relevant circumstances and of the material and reasonably foreseeable ways that the conflict could have adverse effects on the interests of that client. See Rule 1.0(e) (informed consent). The information required depends on the nature of the conflict and the nature of the risks involved. When representation of multiple clients in a single matter is undertaken, the information must include the implications of the common representation, including possible effects on loyalty, confidentiality and the attorney-client privilege and the advantages and risks involved. See Comments [30] and [31] (effect of common representation on confidentiality).

[19] Under some circumstances it may be impossible to make the disclosure necessary to obtain consent. For example, when the lawyer represents different clients in related matters and one of the clients refuses to consent to the disclosure necessary to permit the other client to make an informed decision, the lawyer cannot properly ask the latter to consent. In some cases the alternative to common representation can be that each party may have to obtain separate representation with the possibility of incurring additional costs. These costs, along with the benefits of securing separate representation, are factors that may be considered by the affected client in determining whether common representation is in the client's interests.

#### **Consent Confirmed in Writing**



[20] Paragraph (b) requires the lawyer to obtain the informed consent of the client, confirmed in writing. Such a writing may consist of a document executed by the client or one that the lawyer promptly records and transmits to the client following an oral consent. See Rule 1.0(b). See also Rule 1.0(n) (writing includes electronic transmission). If it is not feasible to obtain or transmit the writing at the time the client gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter. See Rule 1.0(b). The requirement of a writing does not supplant the need in most cases for the lawyer to talk with the client, to explain the risks and advantages, if any, of representation burdened with a conflict of interest, as well as reasonably available alternatives, and to afford the client a reasonable opportunity to consider the risks and alternatives and to raise questions and concerns. Rather, the writing is required in order to impress upon clients the seriousness of the decision the client is being asked to make and to avoid disputes or ambiguities that might later occur in the absence of a writing.

#### **Revoking Consent**

[21] A client who has given consent to a conflict may revoke the consent and, like any other client, may terminate the lawyer's representation at any time. Whether revoking consent to the client's own representation precludes the lawyer from continuing to represent other clients depends on the circumstances, including the nature of the conflict, whether the client revoked consent because of a material change in circumstances, the reasonable expectations of the other client and whether material detriment to the other clients or the lawyer would result.

#### **Consent to Future Conflict**

[22] Whether a lawyer may properly request a client to waive conflicts that might arise in the future is subject to the test of paragraph (b). The effectiveness of such waivers is generally determined by the extent to which the client reasonably understands the material risks that the waiver entails. The more comprehensive the explanation of the types of future representations that might arise and the actual and reasonably foreseeable adverse consequences of those representations, the greater the likelihood that the client will have the requisite understanding. Thus, if the client agrees to consent to a particular type of conflict with which the client is already familiar, then the consent ordinarily will be effective with regard to that type of conflict. If the consent is general and open-ended, then the consent ordinarily will be ineffective, because it is not reasonably likely that the client will have understood the material risks involved. On the other hand, if the client is an experienced user of the legal services involved and is reasonably informed regarding the risk that a conflict may arise, such consent is more likely to be effective, particularly if, e.g., the client is independently represented by other counsel in giving consent and the consent is limited to future conflicts unrelated to the subject of the representation. In any case, advance consent cannot be effective if the circumstances that materialize in the future are such as would make the conflict nonconsentable under paragraph (b).

#### **Conflicts in Litigation**

[23] Paragraph (b)(3) prohibits representation of opposing parties in the same litigation, regardless of the clients' consent. On the other hand, simultaneous representation of parties whose interests in litigation may conflict, such as co-plaintiffs or co-defendants, is governed by paragraph (a)(2). A conflict may exist by reason of substantial discrepancy in the parties' testimony, incompatibility in positions in relation to an opposing party or the fact that there are substantially different possibilities of settlement of the claims or liabilities in question. Such conflicts can arise in criminal cases as well as civil. The potential for conflict of interest in representing multiple defendants in a criminal case is so grave that ordinarily a lawyer should decline to represent more than one codefendant. On the other hand, common representation of persons having similar interests in civil litigation is proper if the requirements of paragraph (b) are met.

[24] Ordinarily a lawyer may take inconsistent legal positions in different tribunals at different times on behalf of different clients. The mere fact that advocating a legal position on behalf of one client might create precedent adverse to the interests of a client represented by the lawyer in an unrelated matter does not create a conflict of interest. A conflict of interest exists, however, if there is a significant risk that a lawyer's action on behalf of one client will materially limit the lawyer's effectiveness in representing another client in a different case; for example, when a decision favoring one client will create a precedent likely to seriously weaken the position taken on behalf of the other client. Factors relevant in determining whether the clients need to be advised of the risk include: where the cases are pending, whether the issue is substantive or procedural, the temporal relationship between the matters, the significance of the issue to the immediate and long-term interests of the clients involved and the clients' reasonable expectations in retaining the lawyer. If there is significant risk of material limitation, then absent informed consent of the affected clients, the lawyer must refuse one of the representations or withdraw from one or both matters.

[25] When a lawyer represents or seeks to represent a class of plaintiffs or defendants in a class-action lawsuit, unnamed members of the class are ordinarily not considered to be clients of the lawyer for purposes of applying paragraph (a)(1) of this Rule. Thus, the lawyer does not typically need to get the consent of such a person before representing a client suing the person in an unrelated matter. Similarly, a lawyer seeking to represent an opponent in a class action does not typically need the consent of an unnamed member of the class whom the lawyer represents in an unrelated matter.

#### **Nonlitigation Conflicts**

[26] Conflicts of interest under paragraphs (a)(1) and (a)(2) arise in contexts other than litigation. For a discussion of directly adverse conflicts in transactional matters, see Comment [7]. Relevant factors in determining whether there is significant potential for material limitation include the duration and intimacy of the lawyer's relationship with the client or clients involved, the functions being performed by the lawyer, the likelihood that disagreements will arise and the likely prejudice to the client from the conflict. The question is often one of proximity and degree. See Comment [8].

[27] For example, conflict questions may arise in estate planning and estate administration. A lawyer may be called upon to prepare wills for several family members, such as husband and wife, and, depending upon the circumstances, a conflict of interest may be present. In estate administration the identity of the client may be unclear under the law of a particular jurisdiction. Under one view, the client is the fiduciary; under another view the client is the estate or trust, including its beneficiaries. In order to comply with conflict of interest rules, the lawyer should make clear the lawyer's relationship to the parties involved.

[28] Whether a conflict is consentable depends on the circumstances. For example, a lawyer may not represent multiple parties to a negotiation whose interests are fundamentally antagonistic to each other, but common representation is permissible where the clients are generally aligned in interest even though there is some difference in interest among them. Thus, a lawyer may seek to establish or adjust a relationship between clients on an amicable and mutually advantageous basis; for example, in helping to organize a business in which two or more clients are entrepreneurs, working out the financial reorganization of an enterprise in which two or more clients have an interest or arranging a property distribution in settlement of an estate. The lawyer seeks to resolve potentially adverse interests by developing the parties' mutual interests. Otherwise, each party might have to obtain separate representation, with the possibility of incurring additional cost, complication or even litigation. Given these and other relevant factors, the clients may prefer that the lawyer act for all of them.

#### **Special Considerations in Common Representation**

[29] In considering whether to represent multiple clients in the same matter, a lawyer should be mindful that if the common representation fails because the potentially adverse interests cannot be reconciled, the result can be additional cost, embarrassment and recrimination. Ordinarily, the lawyer will be forced to withdraw from representing all of the clients if the common representation fails. In some situations, the risk of failure is so great that multiple representation is plainly impossible. For example, a lawyer cannot undertake common representation of clients where contentious litigation or negotiations between them are imminent or contemplated. Moreover, because the lawyer is required to be impartial between commonly represented clients, representation of multiple clients is improper when it is unlikely that impartiality can be maintained. Generally, if the relationship between the parties has already assumed antagonism, the possibility that the clients' interests can be adequately served by common representation is not very good. Other relevant factors are whether the lawyer subsequently will represent both parties on a continuing basis and whether the situation involves creating or terminating a relationship between the parties.

[30] A particularly important factor in determining the appropriateness of common representation is the effect on client-lawyer confidentiality and the attorney-client privilege. With regard to the attorney-client privilege, the prevailing Rule is that, as between commonly represented clients, the privilege does not attach. Hence, it must be assumed that if litigation eventuates between the clients, the privilege will not protect any such communications, and the clients should be so advised.

[31] As to the duty of confidentiality, continued common representation will almost certainly be inadequate if one client asks the lawyer not to disclose to the other client information relevant to the common representation. This is so because the lawyer has an equal duty of loyalty to each client, and each client has the right to be informed of anything bearing on the representation that might affect that client's interests and the right to expect that the lawyer will use that information to that client's benefit. See Rule 1.4. The lawyer should, at the outset of the common representation and as part of the process of obtaining each client's informed consent, advise each client that information will be shared and that the lawyer will have to withdraw if one client decides that some matter material to the representation should be kept from the other. In limited circumstances, it may be appropriate for the lawyer to proceed with the representation when the clients have agreed, after being properly informed, that the lawyer will keep certain information confidential. For example, the lawyer may reasonably conclude that failure to disclose one client's trade secrets to another client will not adversely affect representation involving a joint venture between the clients and agree to keep that information confidential with the informed consent of both clients.

[32] When seeking to establish or adjust a relationship between clients, the lawyer should make clear that the lawyer's role is not that of partisanship normally expected in other circumstances and, thus, that the clients may be required to assume greater responsibility for decisions than when each client is separately represented. Any limitations on the scope of the representation made necessary as a result of the common representation should be fully explained to the clients at the outset of the representation. See Rule 1.2(c).

[33] Subject to the above limitations, each client in the common representation has the right to loyal and diligent representation and the protection of Rule 1.9 concerning the obligations to a former client. The client also has the right to discharge the lawyer as stated in Rule 1.16.

### **Organizational Clients**

[34] A lawyer who represents a corporation or other organization does not, by virtue of that representation, necessarily represent any constituent or affiliated organization, such as a parent or subsidiary. See Rule 1.13(a). Thus, the lawyer for an organization is not barred from accepting representation adverse to an affiliate in an unrelated matter, unless the circumstances are such that the affiliate should also be considered a client of the lawyer, there is an understanding between the lawyer and the organizational client that the lawyer will avoid representation adverse to the client's affiliates, or the lawyer's obligations to either the organizational client or the new client are likely to limit materially the lawyer's representation of the other client.

[35] A lawyer for a corporation or other organization who is also a member of its board of directors should determine whether the responsibilities of the two roles may conflict. The lawyer may be called on to advise the corporation in matters involving actions of the directors. Consideration should be given to the frequency with which such situations may arise, the potential intensity of the conflict, the effect of the lawyer's resignation from the board and the possibility of the corporation's obtaining legal advice from another lawyer in such situations. If there is material risk that the dual role will compromise the lawyer's independence of professional judgment, the lawyer should not serve as a director or should cease to act as the corporation's lawyer when conflicts of interest arise. The lawyer should advise the other members of the board that in some circumstances matters discussed at board meetings while the lawyer is present in the capacity of director might not be protected by the attorney-client privilege and that conflict of interest considerations might require the lawyer's recusal as a director or might require the lawyer and the lawyer's firm to decline representation of the corporation in a matter.

### **SCR 20:1.8 Conflict of interest: prohibited transactions**

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

(b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these rules.

**RESOLUTION 24 - \_\_\_\_**

Resolution Authorizing The Borrowing Of An Amount Not To Exceed \$601,200.

WHEREAS the Board of Supervisors of Richland County finds that the County is in need of an amount not to exceed \$601,200 for the public purpose of financing 2025 capital improvement projects, including improvements to County facilities and acquiring equipment, vehicles and technology for County functions; and,

WHEREAS it is desirable to authorize borrowing of the necessary amount from local lenders;

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the County is authorized to borrow an amount not to exceed \$601,200, pursuant and subject to Chapter 67 of the Wisconsin Statutes; and,

BE IT FURTHER RESOLVED that the County Administrator is authorized to enter into and execute such agreements as are necessary to effectuate the intent of this resolution; and,

BE IT FURTHER RESOLVED that this Resolution is effective upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(10 SEPTEMBER 2024)

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

RESOLUTION\_\_\_\_\_

FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

STEVE CARROW  
KEN RYNES  
GARY MANNING  
MARK GILL  
INGRID GLASBRENNER  
DAVID TURK  
BOB FRANK  
STEVE WILLIAMSON

DATED: SEPTEMBER 17, 2024



## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Matrix EMR System

<b>Department</b>	Pine Valley	<b>Presented By:</b>	Angie Wall
<b>Date of Meeting:</b>	09/10/2024	<b>Action Needed:</b>	Approval
<b>Disclosure:</b>		<b>Authority:</b>	
<b>Date submitted:</b>	09/06/2024	<b>Referred by:</b>	Angie Wall
<b>Action needed by no later than (date)</b>		<b>Resolution</b>	

**Recommendation and/or action language:** Approval for Matrix (EMR) system.

**Background:** Pine Valley will be losing the current EMR system at the end of the year, as AHT has been bought out by Point Click Care.

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#### Attachments and References:

#### Financial Review:

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

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Department Head

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Administrator, Candace Pesch

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## Proposal for Municipal Lease Purchase

To: Richland County Emergency Services  
1027 N Jefferson St  
Richland Center wi 53581

From: GM Financial  
Commercial Vehicle Lending  
220 E. Las Colinas Blvd., Suite 800  
Irving, TX 75039

Date: 08/13/2024

**GM Financial is pleased to respond to your application for tax-exempt lease purchase financing. Our proposed terms and conditions are as follows:**

Lessor: AmeriCredit Financial Services, Inc.

Lessee: Richland County Emergency Services

Assignee: De Lage Landen Public Finance LLC

### PRICING AND TERMS

Amount Financed: \$ 51,000.00 Fees: N/A Proposed Funding Date: \_\_\_\_\_ Interest Rate: 7.398 %

Valid until: 09/12/2024 Asset Description: 2024 Chevrolet Silverado 1500 Crew WT 4WD + Upfit

Lease Term 5 Years Payment: \$ 1,013.22

Payment remittance (choose one):

Annual/Advance ☐

Semiannual/Advance ☐

Quarterly/Advance ☐

Monthly/Advance ☒

Quarterly/Arrears ☐

Monthly/Arrears ☐

### ADDITIONAL TERMS AND CONDITIONS

Security: First priority security interest in the leased vehicle(s).

Closing Costs: Lessee shall be responsible for all costs and expenses incurred in connection with the proposed transaction, including, but not limited to, those incurred with respect to all (i) issuing costs, (ii) bond and/or legal counsel, and (iii) escrow accounts.

Documentation and Insurance: As required, and in form and content approved, by Lessee in its sole discretion.