Date Posted: November 11, 2024

#### **NOTICE OF MEETING**

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Tuesday, November 12, 2024 at 5 PM in the Richland County Board Room of the Courthouse located 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 (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 The October 28, 2024 Meeting
- 6. Public Comment
- 7. Reports
  - A. County Administrator Report
- 8. Discussion & Possible Action: Agenda Item Placement Process
- 9. Discussion & Possible Action: Approval Of Richland County Procurement Policy And Fee Schedule
- 10. Discussion & Possible Action: Codification Of Revised Richland County Rules Of The Board
- 11. Discussion & Possible Action: Approval Of Short-Term Rental Ordinance
- 12. Discussion & Possible Action: Approval Of Richland County Farm Land Lease Agreement
- 13. Discussion & Possible Action: Approval To Accept Richland County Campus Foundation Grant
- 14. Discussion & Possible Action: Approval To Accept Donation From The Richland County Ambulance Association
- 15. Discussion & Possible Action: Approval Of Contract With The Lou Everett Group For Countywide Training
- 16. Discussion & Possible Action: Approval Of Change Order For Edge Consulting
- 17. Discussion & Possible Action: Set December 2024 Meeting Dates
- 18. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(G): Conferring With Legal Counsel For The Governmental Body Who Is Rendering Oral Or Written Advice Concerning Strategy To Be Adopted By The Body With Respect To Litigation In Which It Is Or Is Likely To Become Involved: Informing Body Of New Litigation & OCR Complaint
- 19. 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: County Administrator Annual Performance Review
- 20. Return To Open Session
- 21. Possible Action On Items From Closed Session
- 22. Correspondence
- 23. Future Agenda Items
- 24. 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

October 28, 2024

The Richland County Executive & Finance Standing Committee convened on Monday, October 28, 2024 in person and virtually at 5:01 PM in the County Boardroom of the Richland County Courthouse.

**Call To Order:** Supervisor Turk called the meeting to order at 5:02 PM.

**Roll Call:** Clerk Kalish conducted roll call. Committee members present: Steve Carrow, Mark Gill, Ingrid Glasbrenner, David Turk, Bob Frank (virtual), and Marc Couey. Committee member(s) absent: Gary Manning and Steve Williamson.

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

**Approval Of Agenda:** Motion by Glasbrenner second by Couey to approve agenda. Motion carried and agenda declared approved.

**Approval Of Minutes From The October 8, 2024 Meeting:** Supervisor Turk asked if any member desired the minutes of the October 8, 2024 meeting be read or amended. Hearing no motion to read or amend the minutes of the October 8, 2024 meeting, Supervisor Turk approved as published.

Public Comment: None.

Reports: Dr. Tessia Melvin – Wage Study Update: Dr. Tessia Melvin from David Drown Associates provided a progress update on the county's wage study currently underway. Administrator Pesch noted that most job descriptions are complete, four review sessions were held with Department Heads, and that guidance is needed from the committee to move forward. Dr. Melvin reviewed the preliminary findings of the study, factors that influence the market, the market analysis, and pay philosophy. Dr. Melvin noted that pay philosophy is a Board decision, addresses the question of where they county wants to be in terms of actual pay to market rate, and that the county has room to grow. Discussion followed regarding the spread of steps within the pay scale and benchmarks. Dr. Melvin noted that 5% of payroll expenses, approximately \$800,400, has been budgeted for implementation and reviewed the preliminary findings of the study. Dr. Melvin noted that the current rate of pay for entry level positions is below the market rate of \$20 per/hour and that 58 employees are currently paid at that rate. Dr. Melvin noted the following for next steps:

- 1.) Finish job classifications
- 2.) Board Decision: adjust pay grid for jobs under \$20 per/hour
- 3.) Board Decision: apply a 2% COLA raise for 2025
- 4.) Board Decision: should the amount between steps on the wage scale be equal
- 5.) Board Decision: expand wage scale by adding three additional steps

Supervisor Gill stated he would like to see the information presented in various scenarios and Dr. Melvin stated that various parameters could be presented. Supervisor Gill inquired about larger increases and Administrator Pesch noted that the county does not have paper performance processes in place and that a policy for merit should be established. Supervisor Couey asked how an employee's year of service are incorporated into the wage scale and Dr. Melvin noted a cost analysis considering this could be done.

Administrator Pesch noted that the preliminary findings show that many employees are already at the top of the wage scale and Supervisor Turk questioned the inclusion of longevity pay. Consensus was reached by the committee to move forward with the board decisions posed by Dr. Melvin. No action taken on this item at meeting.

**Reports:** Administrator's Report – Human Resources & Short-Term Borrowing Updates: Administrator Pesch noted that the Zoning Administrator has resigned and will be leaving at the end of November. Administrator Pesch reviewed the lending proposals received and noted the following: Richland County Bank: interest rate 5.50% with \$500 loan fees, Royal Bank: interest rate 5.45% with no loan fees, and Community First Bank: interest rate of 4.49% with no loan fees. Administrator Pesch noted the lender selected was Community First Bank and contact would be made with lender once the 2025 budget was approved.

**Discussion & Possible Action – Revisions To The Richland County Rules Of The Board:** Attorney Andrew Phillips of Attolles Law presented and reviewed the proposed changes to the Richland County Rules of the Board:

- 1.) Section 2.11 Board Relationship with Administrator, Department Heads, and Employees
- 2.) Section 2.14 Board Member Rules of Conduct
- 3.) Section 4.10 Exclusion from Closed Session at Committee, Other Board or Commission Meetings
- 4.) Section 5.01 Procedure for Enforcement

Discussion followed regarding contact between County Board Supervisors, staff, and the general public when conducting county business. Attorney Phillips noted that Rules of Conduct are important for establishing a baseline behavior and are different than ethics. Supervisor Kerry Severson asked how good conduct is defined noting its subjectivity and Attorney Phillips noted that the county determines the definition. Supervisor Glasbrenner questioned section 2.14 (D) and Attorney Phillips noted that this section helps to ensure that County Board members are not taking on roles they do not need to. Supervisor Kerry Severson asked how community values are defined and Attorney Phillips noted that they can change over time, are hard to determine, and noted the reasonable person concept. Attorney Phillips noted that the enforcement procedures already exist. Supervisor Kerry Severson asked how inefficiency and neglect of duty are defined. Attorney Phillips noted that there is a statutory definition, with a bit of discretion, and that it is hard to define. Supervisor Kerry Severson asked if removal of a member happens and Attorney Phillips noted it is incredibly rare. Supervisor Kerry Severson questioned first right amendments and Attorney Phillips cited Supreme Court cases and noted that a governing body can determine the Rules of Decorum. Motion by Gill second by Couey to approve the proposed revisions to the Richland County Rules of the Board. Motion carried and item forwarded to full County Board.

**Discussion & Possible Action – Approval Of Contract With The Lou Everett Group For Countywide Training:** Administrator Pesch reviewed the training plan created by the Lou Everett Group to build a unified, resilient, and positive workplace culture for Richland County. Supervisor Carrow noted his bias towards remote training of this type and stated that he felt in-person was better. Supervisor Glasbrenner also noted she felt an in-person format was more beneficial. Supervisor Turk asked if a mix of in-person and virtual was possible and Administrator Pesch stated she could follow up with vendor. No action taken at meeting and item will be reviewed again at the next meeting.

**Discussion & Possible Action – Acceptance Of Donations To Symons Recreation Complex From The Symons Foundation:** Symons Recreation Complex Director Hardy reviewed the proposed donations from the Symons Foundation. Motion by Carrow second by Glasbrenner to accept donations from the Symons Foundation. Motion carried and item forwarded to full County Board.

**Discussion & Possible Action – Approval Of Switch & License Purchases For Pine Valley Community Village:** Interim Administrator Wall reviewed the requested switch and license purchases. Motion by Couey second by Glasbrenner to approve the switch and license purchase. Motion carried and item forwarded to full County Board.

**Correspondence:** Supervisor Turk noted that County Administrator evaluations were sent to county staff to complete.

#### **Future Agenda Items:**

Discussion: Review County Administrator Performance Feedback Discussion: Review Of Revised Richland County Rules Of The Board

Discussion & Possible Action: Ethics Ordinance

**Adjourn:** Motion by Glasbrenner second by Gill to adjourn. Motion carried and meeting adjourned at 6:34 PM.

Derek S. Kalish County Clerk

#### **Richland County Committee**

#### **Agenda Item Cover**

#### **Agenda Item Name:**

Department		<b>Presented By:</b>	
D 4 CM 4		Action	
Date of Meeting:		Needed:	
Disclosure:		Authority:	
<b>Date submitted:</b>		Referred by:	
Action needed by no later than (date)		Resolution	
Recommendation ar	nd/or action language:		

Attachments and References:
Background:
Recommendation and/or action language:

## Financial Review:

(please check one)

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

Department Head Administrator, Candace Pesch

#### **Agenda & Meeting Packet Schedule**

<b>Standing Committee</b>	<b>Meeting Date - Time</b>	<b>Document Submission Deadline</b>	Packet / Agenda Distribution/Posting Date
Natural Resources	1st Monday - 9:30 AM	EOD 2 Business Days Before Posting Date	1 Week Before Meeting
Community & Health Services	1st Thursday - 9:30 AM	EOD 2 Business Days Before Posting Date	1 Week Before Meeting
Public Works	1st Thursday - 4 PM	EOD 2 Business Days Before Posting Date	1 Week Before Meeting
Public Safety	1st Friday - 8:30 AM	EOD 2 Business Days Before Posting Date	1 Week Before Meeting
Executive & Finance	2nd Tuesday - 5 PM	EOD 2 Business Days Before Posting Date	1 Week Before Meeting
County Board	3rd Tuesday - 7 PM	EOD 2 Business Days Before Posting Date	1 PM Friday Before Meeting

MIS sent reminder email the day before meeting to upload finalized meeting packet

#### 2.06 Committees and Other Boards and Commissions Meeting Agenda Responsibilities

- (A) The Committee Chair shall serve as the Chair of a Committee meeting and, in consultation with the County Clerk and Board Chair, is responsible for the preparation of all Committee meeting agendas.
  - (B) The County Clerk, in consultation with the Committee Chair, is responsible for providing notice of every meeting of the Committee by posting the agenda in compliance with Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et seq.
- (C) A Committee or Other Board and Commission may request another Committee or Other Board and Commission to attend a future meeting of the requesting body. In such event, each Committee and Other Board and Commission shall prepare an agenda for the joint meeting in the usual manner.
- (D) In the first meeting of a Committee following the Organizational Meeting, the Committee shall adopt dates and times for regular Committee meetings and shall make every attempt to schedule such meetings prior to the regular County Board meetings and with due regard to the meeting dates and times of other Committees.

<b>Standing Committee</b>	Committee Chair	Agenda Distribution List
Natural Resources	Steve Carrow	County Board (List From Outlook)
Community & Health Services	Ingrid Glasbrenner	Department Heads (List From Outlook)
Public Works	Marc Couey	Newspaper: Richland Observer, Valley Sentinel, Epitaph News
Public Safety	Bob Frank	WRCO News (Joanne Krulatz)
Executive & Finance	Steve Williamson	Nova Video (Rod Perry)
County Board	David Turk	Corporation Counsel Windle

#### 4.04 Order of Business

(B) Committee Meetings.

The order of business for all meetings of Committees shall be as follows:

- 1. Call to Order
- 2. Roll Call
- 3. Verification of Open Meetings Law Compliance
- 4. Approve Agenda
- 5. Approve Minutes from Previous Meeting(s)
- 6. Public Comment
- 7. Public Hearing
- 8. Reports
- 9. Contract Approvals
- 10. Resolutions
- 11. Ordinances and Ordinance Amendments
- 12. Closed Session (if any)
- 13. Correspondence
- 14. Future Agenda Items
- 15. Adjourn

The order of business may be changed by the Chair or by majority vote of the committee or other board and commission. When preparing the agenda for the meeting, where no business is contemplated on an item on this order of business, the item can be omitted.

(C) Approval of Minutes. There is no requirement that minutes of a previous meeting be read unless requested by a majority of the County Board or Committee.

#### **Meeting Packets/Documentation Requirements**

**Agenda Cover Sheet**: An agenda cover sheet shall be provided with any item on the agenda. This will need to be signed by the Department Head and County Administrator to be included in the meeting packet. The way in which an item will appear on the agenda will be taken from this form.

**Resoltions**: Resolutions should be drafted, reviewed, and approved by the Standing Committee before going to County Board.

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

A Resolution **Explain What Resolution Stating Here**.

WHEREAS explain background of resolution and why it is being brought forward (use as many or less as needed), and

WHEREAS explain background of resolution and why it is being brought forward (use as many or less as needed), and

WHEREAS explain background of resolution and why it is being brought forward (use as many or less as needed), and

WHEREAS note committee(s) that have reviewed, and

WHEREAS not how expense(s) will be paid, source of funds, and what fund applicable expenses will be paid out of. Note other financial information as needed.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval state what you want them to approve—should relate to contents of resolution.

BE IT FURTHER RESOLVED note effective date of resolution. If specific date is not needed simply state effective upon passage and publication (if required).

Sponsoring Committee Name:	
Sponsoring Committee Meeting Date:	
Committee Members voting YES:	
Committee Members voting NO:	

Derek will format bottom half of resolution with the information provided on the lines above.

#### **Richland County Committee**

#### **Agenda Item Cover**

#### **Agenda Item Name:**

Department	Administration	Presented By:	Candace Pesch
Date of Meeting:	11-12-24	Action Needed:	Approval of Procurement Policy and Fee Schedule
Disclosure:		Authority:	
Date submitted:	11-4-24	Referred by:	
Action needed by no later than (date)		Resolution	

Recommendation and/or action language: Recommend the new said Procurement Policy and Fee Schedule to the board for adoption

Background: The old procurement policy is contained within Rule 14 of the board rules, needed to be updated along with enacting a county wide fee schedule.

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

#### **Financial Review:**

(ple	ase check one)			
	In adopted budget	Fund Number		
	Apportionment needed	Requested Fund Number	er	
	Other funding Source		•	
X	No financial impact			
	(154)			10 -
$\leq$	The second		Caule	Rem
Dep	partment Head		Administrator, Can	dace Pesch

Current	Proposed
	<del>                                     </del>
dept head approval	dept head approval, if funds included in Budget, county adminsitrator can if no funds approved
county administrator	dept head approval, if funds included in Budget, county adminsitrator can if no funds approved
county board	dept head approval, if funds included in Budget, county adminsitrator can if no funds approved
county board	county administrators approval if in budget county board if no funds approved
county board	county board
	dept head approval, if funds included in Budget, county adminsitrator can if no
dept head approval	funds approved
county administrator	dept head approval, if funds included in Budget, county adminsitrator can if no funds approved
county board	dept head approval, if funds included in Budget, county adminsitrator can if no funds approved
county board	county adminsitrator can if funds approved otherwise county board
county board	county board
<u>E 14</u>	
	dept head approval  county administrator  county board  county board  dept head approval  dept head approval  county administrator  county board  county board

Only matters which Highway Committee has to come back to the County Board for are:

- purchase highway equipment which costs \$50,000 or more
- Purchase real estate other than highway right-of-way
- Construct any building

RICHLAND COUNTY
PROCUREMENT ORDINANCE



#### I. GENERAL PROVISIONS

#### A. Title.

Procurement, purchasing, and transfer of excess county property ordinance for Richland County, Wisconsin.

#### B. Statutory Authority.

This chapter is adopted pursuant to the authority of the Richland County Board of Supervisors under Wis. Stat. §§ 59.51, 59.52(29), and 66.0901.

#### C. Purpose.

The intent of this procurement ordinance (this "Procurement Ordinance") is to provide a framework to the Richland County (the "County") officials and employees to efficiently and effectively operate within applicable state and federal statutory requirements related to the County's activities and processes of purchasing, contracting, and grant procedures.

It is the County's objective to conduct purchasing of goods and services in the most professional, ethical, legal, economical, and efficient manner possible, and to enhance the public confidence in the integrity and transparency of the County's practices in contract and grant procedures.

This Procurement Ordinance applies to all procurement procedures for all departments and offices of the County, unless otherwise stated herein or in an ordinance or resolution duly adopted by the Richland County Board of Supervisors. All applicable federal and state laws and regulations ("Applicable Procurement Laws") relating to public purchasing and contracting supersede this Procurement Ordinance.

#### D. Exceptions.

Notwithstanding anything in this Procurement Ordinance to the contrary, this Procurement Ordinance does not apply to highway contracts which the county highway committee or the county highway commissioner is authorized by law to let or make.

#### II. DEFINITIONS

In this chapter:

"Board" shall mean the Richland County Board of Supervisors.

"Contract" shall mean, collectively, Equipment Contracts, Public Contracts, and Professional Services Contracts.

"Equipment Contract" means an agreement entered into by the County for purchase of supplies or materials that are not earmarked for inclusion in a project of public work, or equipment or the rental thereof.

"Grant Agreement" means a written contract between two parties, through which the grantor gives a sum of money to the grantee on the condition that the grantee uses the money for specific purposes of the grant, often to benefit a third party that is not a party to the grant agreement.

"Joint Powers Agreement" means, to the extent authorized under Wis. Stat. § 66.0301, a written contract between a municipality (as such term is defined in Wis. Stat. § 66.0301(1)(a)) and one or more other municipalities, to jointly exercise any power common to them; or an agreement between one or more municipalities where one municipality performs a service or activity on behalf of another municipality.

"Professional Service Contract" means a contract for services that are intellectual in character, including, without limitation, management information systems, information technology, architectural, engineering, medical, auditing, legal, real estate, consulting, analysis, evaluation, planning, programming, or recommendation, and results in the production of a report or the completion of a task. Professional service contracts do not include the provision of supplies or materials.

"Public Contract" means a contract for the construction, execution, repair, remodeling or improvement of a public work or building or for the furnishing of supplies or material of any kind, proposals for which are required to be advertised for by law.

#### III. CONFLICT OF INTEREST

No employee, officer, or agent of the County 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.

No employee, officer, or agent of the County may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest. Such conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a contract.

The officers, employees, and agents of Richland County may neither solicit nor accept gratuities, favors, or anything of monetary value from any contractors or subcontractors or any potential contractors or subcontractors.

For purposes of this Section, the term "immediate family" means (a) an individual's spouse; and (b) an individual's relative by marriage, lineal descent or adoption who receives, directly or indirectly, more than one-half of his or her support from the individual or from whom the individual receives, directly or indirectly, more than one-half of his or her support.

#### IV. AUTHORITY LEVELS

#### A. Approval by Department Heads or designees.

1. Equipment Contracts for which the estimated cost is less than \$25,000 may be approved and signed by the Department Head (or the Department Head's designee) when funds for the Equipment Contract are included within the County budget or Capital Improvement Program (CIP). When funds are not included in the County budget or Capital Improvement Program, such Equipment Contract requires approval by the County Administrator.

- 2. Public Contracts for which the estimated cost is less than \$50,000 may be approved and signed by the Department Head (or the Department Head's designee) when funds for the Public Contract are included within the County budget or Capital Improvement Program. When funds are not included in the County budget or Capital Improvement Program, such Public Contract requires approval by the County Administrator.
- 3. Amendments and/or Change Orders for Equipment Contracts for which the estimated cost is less than \$10,000, or for Public Contracts for which the estimated cost is less than \$50,000, or less than 10% of the total contract amount, whichever is greater, may be approved and signed by the Department Head (or the Department Head's designee).
- 4. Professional Service Contracts for which the estimated cost is less than \$ 25,000 may be approved and signed by the Department Head (or the Department Head's designee) when funds for the contract are included within the County budget. When funds are not included in the County budget or Capital Improvement Program, such Professional Service Contract requires approval by the County Administrator.

#### B. Approval by County Administrator or designee

- 1. Equipment Contracts for which the estimated cost is between \$25,000 and \$100,000 may be approved and signed by the County Administrator (or the County Administrator's designee) when the funds for the Equipment contract are included within the County budget or Capital Improvement Program. When funds are not included in the County budget or Capital Improvement Program, such Equipment Contract requires approval by the Board.
- 2. Public Contracts for which the estimated cost is between \$50,000 and \$100,000 may be approved and signed by the County Administrator (or the County Administrator's designee) when the funds for the Public Contract are included within the County budget or Capital Improvement Program. When funds are not included in the County budget or Capital Improvement Program, such Public Contract requires approval by the Board.
- 3. Professional Service Contracts for which the estimated cost is between \$25,000 and \$100,000 may be approved and signed by the County Administrator (or the County Administrator's designee) when funds for the Professional Service Contract are included within the County budget. When funds are not included in the County budget, such Professional Services Contract requires approval by the Board
- 4. Professional Service Contracts for the maintenance of computer hardware or software may be approved and signed by the County Administrator, regardless of the value of the contract, when funds for the contract are included in the budget.
- 5. For new grants which the County must make specific application and will not be used to increase the number of County employees (whether full time employees or limited term employees), sufficient information should be provided and discussed with the County Administrator prior to accepting a grant. For grants greater than \$100,000, or resulting in

additional employees, acceptance of the grant requires approval by the Board. Copies of new grant agreements should also be sent to the Department of Finance.

6. Amendments or Change Orders for Equipment Contracts for which the estimated cost is equal to or greater than \$10,000, or for Public Contracts for which the estimated cost is equal to or greater than \$50,000, or 10% of the total contract amount, whichever is greater, may be approved by the County Administrator. Additional payment and performance bonds should also be considered if previously required.

#### C. County Board Action

Except as otherwise explicitly provided herein, Equipment Contracts, Public Contracts, and Professional Services Contracts for which the estimated cost is greater than \$100,000 may only be approved by the Board.

Contracts for which the estimated costs is greater than \$50,000, but less than \$100,000, and for which funds are not included within the County budget or Capital Improvement Program require approval of the Board.

All new Joint Powers Agreement are required to be approved by the Board.

#### V. COMPETITIVE BIDDING PROCESS

All County procurement and contracting for Equipment Contracts and Public Contracts shall be competitively bid in accordance with this Section V; provided, however, that to the extent of a conflict between this Section V and the Wisconsin Statutes, particularly Wis. Stat. §§ 59.52(29) and 66.0901, the Wisconsin Statutes shall control. Professional Service Contracts are not required to be competitively bid.

#### A. Competitive requirements based on dollar amount of contract for Equipment Contracts

All Equipment Contracts shall be let pursuant to this Section; provided, however, that the requirements of this Section may be waived by the County Administrator if the County Administrator, in his or her sole discretion, finds and determines that the requirements of this Section are not practical or otherwise in the best interest of the County.

#### 1. Equipment Contracts in value of up to \$25,000

An Equipment Contract for which the estimated cost does not exceed \$25,000 shall be made either:

- (i) Upon quotation; provided that:
  - a. The county shall have received at least two quotations; and
  - b. Such quotations shall be kept on file for a period of at least 1 year,

or

(ii) In the open market

#### 2. Equipment Contracts between \$25,000 and \$175,000

An Equipment Contract for which the estimated cost is between \$25,000 and \$175,000, shall be made either upon:

(i) Sealed competitive bids pursuant to Wis. Stat. § 66.0901(1)(c); or

- (ii) Quotation, provided that:
  - a. The County shall have received two or more quotations for the purchase or sale;
  - b. The Equipment Contract shall be let to the lowest responsible bidder; and
  - c. All quotations obtained shall be kept on file for a period of at least one year.

#### 3. Equipment Contracts greater than \$175,000.

An Equipment Contract for which the estimated cost is in excess of \$175,000 shall be made upon sealed competitive bids. Bids shall be solicited by giving a class 2 notice under Wis. Stat. ch. 985. Alternatively, the County may elect to post the notice in accordance with Wis. Stat. § 985.02(2).

#### B. Competitive requirements based on dollar amount of contract for Public Contracts

1. Public Contracts in value of less than \$5,000.

A Public Contract for which the estimated cost is less than \$5,000, shall be made either:

- (i) Upon quotation; provided that:
  - a. The county shall have received at least two quotations; and
  - b. Such quotations shall be kept on file for a period of at least 1 year,

or

(ii) In the open market.

The requirements of this Subsection may be waived by the County Administrator if the County Administrator, in his or her sole discretion, finds and determines that the requirements of this Subsection are not practical or otherwise in the best interest of the County.

#### 2. Public Contracts in value between \$5,000 and \$25,000.

For any Public Contract for which the estimated cost is between \$5,000 and \$25,000, the Board shall either (i) give a class 1 notice under Wis. Stat. ch. 985 before the County contracts for the work or (ii) shall contract with a person qualified as a bidder under Wis. Stat. § 66.0901 (2). For purposes of the foregoing, the Board hereby delegates its authority to the County Administrator and the Department Heads to the extent of their authority under Section IV of this Procurement Ordinance.

#### 3. Public Contracts in value in excess of \$25,000.

A Public Contract for which the estimated cost exceeds \$25,000 shall be let and entered into pursuant to Wis. Stat. § 66.0901, except that the Board may by a three-fourths vote of all the members entitled to a seat provide that any class of public work or any part thereof may be done directly by the County without submitting the same for bids.

#### C. Exceptions to Competitive Purchases

#### 1. Cooperative Purchasing

The County may also participate in cooperative purchasing arrangements pursuant to Wis. Stat. §§ 16.73 and 66.0301. For an Equipment Contract estimated to exceed \$25,000, the County must consider the availability, price and quality of supplies, materials, or equipment available through the

Wisconsin Department of Administration's cooperative purchasing venture before purchasing through another source.

If the County does not utilize the state's cooperative purchasing venture, it may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this Section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

#### 2. Professional Services Contracts

An agreement of a professional nature creates a different relationship than normally exists in a buyer-seller transaction. The purchasing protocol needs to take into consideration qualifications, competency, character, availability and mutual trust. For these reasons, such Professional Service Contracts may use a non-competitive procurement process when selecting providers.

#### 3. Emergency Purchases

A. Declared Emergencies by the Governor.

Pursuant to Wis. Stat. § 323.15(4), the County's head of emergency management may, on behalf of the County, contract with any person to provide equipment and services on a cost basis to be used to respond to a disaster, or the imminent threat of a disaster during a state of emergency declared by the governor.

#### B. Damage or Threatened Damage to Public Facilities.

The provisions of Section V of this Procurement Ordinance are not mandatory for the repair or reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by resolution of the Board, in which the public health or welfare of the County is endangered. Whenever the Board by majority vote at a regular or special meeting determines that an emergency no longer exists, this Subsection no longer applies.

#### D. Authority of the County Administrator.

Notwithstanding any provision of this Procurement Ordinance to the contrary, the County Administrator, upon finding that an emergency procurement is necessary, may authorize an emergency procurement from the most practicable source, as determined by the County Administrator; provided, however, that nothing in this Section authorizes the County Administrator to waive the competitive bid requirements of Section V.B. of this Procurement Ordinance unless specifically authorized thereunder. The County Administrator shall report any emergency procurement to the Board as soon as practical.

#### VI. CONTRACT PROVISION

#### A. General

All contractual agreements (new contracts and contracts at renewal times) must be read and understood to be certain that the obligations and expectations of each party are clearly identified in the agreement.

Contracts approved by the Board should have two signature lines for: Chair of Board, County Administrator or applicable Department Head.

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contracts must conform to all Applicable Procurement Laws. If there is a discrepancy between this Procurement Ordinance and any Applicable Procurement Laws, the Applicable Procurement Laws govern.

All contracts for which the estimated cost exceeds \$5,000 shall be approved as to content, form, substance, and execution by the office of the corporation counsel or such other counsel as may be retained by the county for such purpose.

#### B. Managing Risks

The obligations and expectations of each party, including insurance coverage must be clearly identified in the agreements with vendors/suppliers.

Unless specifically waived by the Administrator, Contracts shall include the following insurance requirements:

- (i) Insurance Type and Limits. Information regarding the type of coverage a vendor/provider carries is required for all agreements except for select Letters of Agreement. At a minimum, insurance coverage should reflect an occurrence limit of tort liability damage caps of \$1,500,000 per occurrence. The aggregate limit should be two times the occurrence limit of \$3,000,000. If insurance increments are difficult to reach, the contractor may have the option of meeting the required limits by purchasing a combination of primary and excess limits (umbrella coverage).
- (ii) Certificate of Insurance. Current insurance certificates are required throughout the term of the contract. It is the responsibility of the respective department staff to ensure the receipt of the current insurance certificate according to the bid/proposal requirements. This should be requested at an early stage in the contract process to avoid delays. The contractor must provide a minimum of 30 days advance notice to the Richland County of any substantial change to or cancellation of any insurance policies listed on the Certificate.
- (iii) Indemnification. The agreements shall have a clause which sets out the liability of the Contractor for its acts and when appropriate, contracts should contain an indemnification provision holding Richland County harmless and indemnifying the County for any loss it may have to pay due to activities of those performing the contract.
- (iv) Other. The contractor's insurance should be primary, not excess, to any coverage of Richland County. The contractor's insurance carrier must be acceptable to Richland County. Coverage must be in force for the complete term of the contract. The contractor is responsible for any deductible or self-insurance retention contained within their insurance program. The County should be listed as an additional insured on the contractor's policy (except under worker's compensation or professional liability policies).

#### C. Bonds

Bond requirements provide additional security for projects

(i) Payment Bond is a bond which assures payments, as required by law, to all persons supplying

- labor or material (subcontractors) for the completion of work under the contract. It is required for Public Contracts for which the estimated cost is greater than \$175,000
- (ii) Performance Bond is a bond executed subsequent to award by a successful bidder to protect the County from loss due to the bidder's inability to complete the contract as agreed. It is required for Public Contracts for which the estimated cost is greater than \$175,000
- (iii) Bond Value. The performance and payment bonds shall equal to or be greater than the contract price. If the value of the contract increases after bonds are provided, supplemental bonds must be provided.
- (iv) Bid Bonds are required on all bid projects that are subject to the competitive purchasing process for which the estimated cost is greater than \$175,000.Bid Bonds shall equal 5% of the contract's bid amount.

#### D. Termination

Every County Contract shall contain the following termination provisions to the extent practical:

- (i) Mutual Convenience. When both parties agree that they will no longer be subject to the terms of the agreement
- (ii) Non-appropriation. This termination occurs when governmental funding sources do not appropriate funds for future payment obligations
- (iii) For Cause. When one party is in breach or default

#### E. Document Retention

The department authorizing a Contract is responsible for making sure copies of the newspaper affidavit, all invoices and any other required information is kept in the department for 10 years after the Contract is completed.

#### VII. TRANSFER OF SURPLUS PROPERTY.

#### A. Transfer of Surplus Property

Subject to the provisions of this Article VII, the County Clerk is hereby directed to lease, sell or convey, or contract to sell or convey, any county property (not donated or to be held for a special purpose) [with an estimated value of less than \$[\_\_\_\_]] on the terms approved by the County Administrator.

#### B. Sale of Personal Property

A sale of personal property with a value estimated to be \$15,000 or greater may be made only after the County Clerk advertises for bids by giving a class 1 notice under Wis. Stat. ch. 985 or by posting the notice in accordance with Wis. Stat. § 985.02(2).

#### C. Sale of Real Estate

Subject to the requirements of Wis. Stat. ch. 75, the County shall advertise for bids or proposals any sale, lease, or conveyance of real estate owned by the County. The County Clerk shall advertise for bids by giving a class 3 notice under Wis. Stat. ch. 985 or by posting the notice in accordance with Wis. Stat. § 985.02(2).. With the exception of a lease of a residence acquired by the County as part of an approved capital improvement project, any sale, lease or conveyance that has not first been advertised as

required is invalid.

The notice must state the time and place of considering the proposals, and contain a legal description of any real estate and a brief description of any personal property. Leases that are less than \$15,000 in any one year may be negotiated and are not subject to the competitive bid procedures of this section. All proposals estimated to be more than \$15,000 will be considered at the time set for the bid opening, and the bid most favorable to the County will be accepted. However, the County board may, in the interest of the County, reject any or all proposals.

#### D. Exchange of Real Property

A County may exchange parcels of real property of substantially similar or equal value without advertising for bids.

When acquiring real property for purposes other than County highway right-of-ways, the County may exchange similarly valued parcels and the estimated values for these parcels must be determined by a private appraisal performed by a licensed Wisconsin real estate appraiser. In addition, before giving final approval to an exchange of land the County board shall hold a public hearing on the exchange. The County Clerk shall give a Class 3 notice under Wis. Stat. ch. 985 that contains a description of the lands affected.

# Richland County Fee Summary Schedule

## Richland County Combined Fee Schedule Index

	Page
Health and Human Services Fees	3-6
Guardianship and Protective Placement Fees	7
Land Conservation Fees	8
Zoning Fees	9-11
Digital Data/Custom Map Fees and Highway Fees	12
Sheriff Department Fees	13
Fairground Fees	14
Clerk of Court Fees	15
County Clerk, Child Support and Treasurer Fees	16
Register of Deeds Fees	17
Ambulance Fees and Register in Probate	18

## **Richland County Health and Human Services Fee Schedule**

Service Resident Non-Resident

ADRC - Nutrition		J
Congregate Meal - Private contribution over 60 (Suggested Donation per Meal)	\$ 4.00	-
Individuals Under 60 With Waiver - Per Meal	\$ 12.60	-
Home Delivered Meals - Private Contribution over 60 (Suggested Donation Per Meal)	\$ 4.00	-
ADRC - Transportation		
Driver Escort: Private Pay/Disabled/Over 60		
Under 100 Miles	\$ 20.00	-
101-140 Miles	\$ 25.00	-
141-170 Miles	\$ 30.00	-
171-200 Miles	\$ 40.00	-
201 + (up to 200 Miles, Then Federal IRS Rate per mile)	\$ 40.00	-
Bus Routes Private Pay		
One Way	\$ 3.00	-
Round Trip	\$ 5.00	-
Wheelchair Transport - Private Pay		
Driver Fee	\$ 14.00	-
Mileage - Per Mile	\$ 0.75	-

Richland County Health and Human Services Fee Schedule-	\$ 12.00	<u> </u>
oordination Fee	\$ 12.00	-
ehavioral Health Services		
AODA Assessment - Hourly	\$ 200.00	\$ 225.00
AODA Assessment - No Show Fee	\$ 100.00	\$ 110.00
AODA Counseling Group - Hourly	\$ 55.00	\$ 65.00
AODA Individual Counseling - Hourly	\$ 160.00	\$ 170.00
AODA No-Show Individual Counseling	\$ 50.00	\$ 60.00
Birth to Three Parental Pay Limits	Varies	N/A
CHOICES	\$ 180.00	N/A
CLTS Parental Pay Limits	Varies	N/A
Crisis Services - Hourly	\$ 120.00	N/A
Domestic Violence Assessment	\$ 400.00	\$ 500.00
Domestic Violence No-Show Assessment	\$ 100.00	\$ 150.00
Domestic Violence Group - Per Group	\$ 40.00	\$ 50.00
Domestic Violence No-Show Group	\$ 20.00	\$ 30.00
DP Assessment	\$ 350.00	N/A
DP No Show Fee	\$ 150.00	N/A
DP Amendment	\$ 100.00	N/A
Mental Health Assessment - Hourly	\$ 250.00	\$ 300.00

Richland County Health and Human Services Fee Schedule- Cont.		
Mental Health No-Show Assessment	\$ 150.00	\$ 160.00
M.H. Tech/Rehabilitation Worker - Hourly	\$ 75.00	N/A
Mental Health Individual Counseling - Hourly	\$ 200.00	\$ 210.00
Mental Health No-Show Individual Counseling	\$ 60.00	\$ 70.00
Mental Health Therapy Group - Hourly	\$ 60.00	\$ 70.00
Out of State IDP	\$ 470.00	N/A
Psychiatric Evaluation - Hourly	\$ 350.00	\$ 400.00
Psychiatric Medication Management - Hourly	\$ 200.00	\$ 250.00
Psychiatric Nurse Practitioner Evaluation - Hourly	\$ 250.00	\$ 300.00
Psychiatric Nurse Practitioner Medication Management - Hourly	\$ 150.00	\$ 200.00
Psychologist - Hourly	\$ 250.00	\$ 300.00
R.N./BSW - Hourly	\$ 125.00	N/A
Treatment Court Fee	\$ -	N/A
Underage Drinking Assessment	\$ 200.00	\$ 225.00
Public Health Services		
Adult Hepatitis B	\$ 65.00	-
TB Skin Test	\$ 25.00	-
Copy of TB Results	\$ 10.00	-
Flu Vaccines Regular	\$ 45.00	-
Flu Vaccines High Dose	\$ 65.00	-

ild & Youth Services		
t of Home Placement	Varies	-
cure Detention	Varies	-
p Parent Adoption – Home Study	\$ 350.00	-
bility to Pay Applications Available	-	•
Medical Assistance Co-Payments - See MA Schedule		
riority of Services Will Go to Richland County Residents First		
riority of Services Will Go to Richland County Residents First		

## **Guardianship and Protective Placement Fees**

FEES FOR GUARDIANSHIP AND PROTECTIVE PLACEMENT	Fee
Uncontested, (no adversary counsel appointed) guardianship and/or protective placement/services cases, including chapter 51/54 conversions	\$300.00
If adversary counsel is appointed	\$225.00
If an evidentiary hearing held	\$525.00
For contested annual Watts reviews, if evidentiary hearing is ordered	\$300.00
In cases where county is not the petitioner, for the services of the adult protective services worker to do an assessment of the ward and a placement study and recommendation for placement	\$175.00
For successor guardian of person and estate	\$250.00

## **Richland County Land Conservation Fee Schedule**

Land Conservation	Fees
Farmland Preservation Program	
Compliance Letter-each	\$20.00
Late Fee- Form request after Jan 15th -each	\$40.00
Livestock Siting License	\$1,000.00
Manure Storage	
< 250,000 Gallons	\$250.00
250,000 - 5 Million Gallons	\$500.00
> 5 Million Gallons	\$750.00
Closure of Facility	\$100.00
After the Fact	\$300.00
Late Nutrient Management Plan-per month	\$50.00

## **Richland County Zoning Fee Schedule**

Zoning	Type of Permit	Fees
Single Family Residence	Land Use	< 2,000 Sq. Ft. Total \$ 225.00 > 2,000 Sq. Ft. Total \$ 325.00
Multi-Family Residence	Land Use	< 2,000 Sq. Ft. Total \$ 225.00 > 2,000 Sq. Ft. Total \$ 325.00
Resident Addition	Land Use	\$75.00
( > \$2,000.00 and < 50% of Original Floor Sq. Ft.)		
Resident Addition	Land Use	\$ 150.00
(> 49% Increase Over Original Floor Sq. Ft.)		
Resident Garage, Attached	Land Use	\$100.00
Resident Garage, Detached	Land Use	\$100.00
Resident Shed	Land Use	\$100.00
Porch/Deck	Land Use	\$75.00
Ag Storage	Land Use	\$125.00
Animal Storage	Land Use	\$125.00
Ag Storage > 999 sq. ft.	Land Use	\$150.00
Animal Storage > 999 sq. ft.	Land Use	\$150.00
Floodplain or Shoreland/Wetland	Land Use	\$125.00
Floodplain or Shoreland/Wetland	Land Use	\$175.00
(If Onsite Inspection Necessary)		
Sign	Land Use	\$65.00
Commercial	Land Use	\$525.00
Industrial	Land Use	\$525.00
Late Fee	Land Use	\$500.00 + Original Fee
Renewals	Land Use	\$5.00
County Address Signs	County Address signs	\$100.00
Second Visit (If Driveway Isn't Marked)	County Address signs	\$50.00
Permit to rezone a single parcel of 4 or less non- contiguous parcels, with a separate fee for the single parcel or for each non-contiguous parcel	Zoning	\$500.00
Special Use Permit	Zoning	\$500.00
Conditional Use Permit	Zoning	\$500.00

Application for a rezone and conditional use permit on the same application	Zoning	\$800.00
	7	4500.00
Variance or special exception permit from BOA	Zoning	\$500.00
Permit for Mobile Tower Siting	Zoning	\$3,000.00
Sanitary Permits	Sanitary	\$550.00
Sanitary Permit Maintenance Agreement	Sanitary	\$30.00 Recording Fee
Rezone no-land division of existing parcels	Zoning	\$125.00
Permit for Mobil Tower Class 2 Collocation		•
	Zoning	\$500.00
Digital Data Requests (GIS files, etc.)	Other	\$50.00
Maintenance Report Filing Fee- within 90	Sanitary	\$25.00
days		
Maintenance Report Filing Fee- after 90 days	Sanitary	\$50.00
Renewals	Sanitary	\$125.00
Transfers	Sanitary	\$125.00
Ordinance Copies	Ordinance	\$ .25 per page
Soil Testing Filing Fee	Other	\$125.00
Minor Subdivision Review/Certified Survey	Land Division	\$100.00 plus \$20.00 per lot
Мар		
Preliminary Plats - Sewered & Unsewered	Land Division	\$350.00 plus \$20.00 per lot
Final State Plat	Land Division	\$350.00 plus \$20.00 per lot
Final County Plat	Land Division	\$350.00 plus \$20.00 per lot
Preliminary Condominium Plat	Land Division	\$350.00 plus \$20.00 per lot
Final Condominium Plat	Land Division	\$350.00 plus \$20.00 per lot
Copies	Miscellaneous	\$ .25 each
Handling and Shipping	Other	\$ 5.00 plus postage
Scanned Copies	Other	\$ 1.00 per sheet
Copies of Photographs	Other	\$ .50 per sheet

Short-term rental obtaining license/license renewal

\$200.00

## **Nonmetallic Mining Fees**

#### **DNR FEES COLLECTED BY COUNTY**

Mine size in Unclaimed Acres, Rounded to Nearest Whole Acre

	Annual Fee
1 to 5 acres (does not include mines < 1 acre)	\$ 35.00
(does not include mines < 1 acre)	
6 to 10 acres	\$ 70.00
11 to 15 acres	\$ 105.00
16 to 25 acres	\$ 140.00
26 to 50 acres	\$ 160.00
51 acres or larger	\$ 175.00
Inactive Mine Fee	\$ 15.00

#### **COUNTY FEES**

Annual Fees	\$ 120.00 per acre
Plan Review Fees	\$ 900.00 (flat rate)
Modification of Plan Fee	\$ 500.00 (flat rate)
Expedited Fee	\$ 500.00 (flat rate)
Inactive Mine Fee	\$ 75.00

### **Digital Data and Custom Map Fee Schedule**

SIZE (in	PAPER MAP		LAMINATING
inches)	PRICE	SCAN PRICE	PRICE
3.5 x 2			\$1.00
8.5 x 11	\$2.80	\$0.25	\$1.25
8.5 x 14	\$3.60	\$0.25	\$1.75
11 x 17	\$5.65	\$3.00	\$5.00
17 x 22	\$11.25	\$4.50	\$6.00
22 x 34	\$22.50	\$6.00	\$7.00
28 x 40	\$33.60	\$7.50	\$12.00
34 x 44	\$45.00	\$9.00	\$16.00
	\$.03/ sq.	\$.02/sq.	\$.10/sq.
Custom	inch.	inch.	inch.

## **Highway Department Fee Schedule**

Driveway permits - \$150.00

#### Richland County Sheriff's Department- Fee Schedule

All open records requests \$ 25.00, plus per hour service

Fee after initial hour

Documents \$.60 per page digitally,

\$1.00 per printed page

Video request fee \$ 5.00 per video

Radio traffic/phone conservations \$25.00

CD's/DVD's with requested information \$ 10.00 per disc

Civil process fee \$ 100.00 per person/entity

\$25 for additional person if at

same address

Sheriff Sale \$ 150.00

Huber Charges(incl. room, meals,

Sales tax, and laundry) \$ 25.00 per day, \$175.00 per

week

Electronic Monitoring \$30.00 per day, \$210.00 per

week

Escorts/Security \$75.00 per hour/per deputy

& \$1.00 per mile/per squad

Administrative fee \$50.00

to setup

## **Richland County Fair Grounds Fees**

FAIR FEES		Fees
Fair Exhibitor Fees		
Junior Entry		\$6.00
Open Entry		\$10.00
Gate Fees-(included the grandstand)		
Adult ( ages 13-61)	Daily	\$10.00
	Season	\$20.00
Seniors, Military & First Responders	Daily	\$5.00
( Saturdays & Sundays only)	Season	\$20.00
Children (ages 6-12)	Daily	\$5.00
	Season	\$10.00
Children 5 & under		Free
Vendor Fees- includes electricity		
Service Clubs		\$ 300.00 flat rate,
		plus \$20 per
		appliance
AV Miller Building		\$100.00 flat rate
AV Miller Building-unmanned display tables		\$200.00 flat rate
5 1 7		
Outside Food Vendor		
Up to 10 feet		\$250.00
Up to 20 feet		\$425.00
Up to 30 feet		\$575.00
Outside Non-food Vendor		
Up to 12 feet		\$150.00
Up to 20 feet		\$250.00
CAMPING RATES (SHOWER & BATH FACILITES ON SITE)		
Fairgrounds Camping (shower and bath facility on		
site)		
Tent		\$15.00 per day
RV/Camper		\$25.00 per day
Fair & Affiliated Youth Groups		\$15.00 per day
Pier Park and Viola		
Tent		\$20.00 per day
RV/Camper		\$25.00 per day
ivy camper		723.00 per uay

## **Richland County Clerk of Courts Fees**

Description	Fee
	\$ 1.25 per
Copies	page
	\$5.00 per
Certified Copies	document
certified copies	document
Payment Plan Setup	\$15.00
Mailing Summons/Complaints	\$2.00
	4= 00
Judgement Docketing	\$5.00
	5.00 per
Transmittal of Copies	document
(fax or email)	
Motion to Reopen	\$50.00
(Small Claims Traffic non criminal	
(Small Claims, Traffic, non-criminal ordinance judgements)	
Motion to Change- child support	\$30.00
Motion to Change- custody or	ć <u>.</u> 00
placement	\$50.00

## **Richland County Clerk Fees**

Marriage License \$ 75.00

Marriage License Waiver \$ 15.00

Plat Books \$35.00

Copies of County Directory \$ 15.00

Maps \$ 2.00

Faxes \$ .25 per page

Copies \$ .25 per page

## **Richland County Child Support Fees**

Genetic Testing \$ 69.00

Copies \$ .25 per page

## Treasurer's Fees

Copies \$ .25 per page

Bulk Data File \$ 50.00

Misc. Tax Files \$ 10.00

## **Register of Deeds Fees**

**Fees for Recording Documents** 

Deeds, Mortgages, Land Contracts,

Satisfactions and Misc. Documents \$ 30.00

HT-110 & TOD-110 \$ 30.00

**Document Copies or Certified Copies** 

Copies of Recorded Documents \$ 2.00 first page,

\$ 1.00 each additional

page

Certified Copies Additional \$1.00 per

page

**Plat Fees** 

Filing Fees- subdivision, cemetery, condominium \$50

Dept. of Transportations Plats (TPP) \$ 25.00, with one page

being on plat

Plat Copies \$ 7.00 first page, \$6.00

each additional page

**Vital Records** 

Birth, Death, Divorce and Marriage \$ 20.00 for first copy,

and \$3.00 for each additional copy, if

purchased at same time

# **Richland County Ambulance Fees**

No Transport- lift assist. w/o treatment	\$ 100.00
No Transport- W/ assessment & treatment	\$ 300.00
BLS Base Rate	\$ 800.00
ALS Base Rate	\$ 1,000.00
ALS II	\$ 1,300.00
Mileage	\$ 25.00
Standby Time & Fire Assist. Call	\$250.00 for first Two hours, \$100.00 Hour per additional hour

## **Richland County Register in Probate Fees**

Description	Fee
Copies	\$1.00 per page
Certified Copies	\$3.00 per document plus \$1.00 per page copy fee
Wills for Safekeeping	\$10.00
Probate filing fee	0.2% of Inventory assets for estates valued at more than \$10,000
	\$20.00 for Estates valued at \$10,000 or less
Claim Against Estate	\$3.00
Research Fee on wills or probate	\$4.00
Inventory Fee for Guardianships	0.2% when Net total assets are over \$50,000
	\$20.00 when Net total assets are \$50,000 or less

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

A Resolution Authorizing The Approval Of Richland County Procurement Policy And Fee Schedule.

WHEREAS the Board of Supervisors of Richland County is tasked with the responsible management of taxpayer dollars and ensuring expenditures adhere to statutory guidelines and best practices

WHEREAS the County Board, County Administrator and Finance Director have determined that the County requires a Procurement Policy and Fee Schedule.

WHEREAS this policy will ensure responsible financial practices are consistent across all County departments and will follow appropriate statutory guidance and financial best practices;

VOTE ON EODECOING DESCI LITION

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the county adopts the Richland County Procurement Policy and Fee Schedule.

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

DECOLUTION OFFEDED BY THE EVECUTIVE &

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED DI THE EXECUTIVE &	
	FINANCE STANDING COMM	IITTEE
AYES NOES	(12 NOVEMBER 2024	4)
RESOLUTION	FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	
COUNTY CLERK	STEVE WILLIAMSON	
	GARY MANNING	
DATED: NOVEMBER 19, 2024	MARK GILL	
	INGRID GLASBRENNER	
	DAVID TURK	
	BOB FRANK	
	MARC COUEY	

## RICHLAND COUNTY RULES OF THE BOARD

ADOPTED: March 12, 2024

AMENDED: October 29, 2024

## **Table of Contents**

SECTION	1: PURPOSE AND DEFINITIONS	2
1.01	Purpose	
1.02	Interpretation	
SECTION	12 COUNTY BOARD ORGANIZATION	2
2.01	County Board Meetings	2
2.02	County Board Meeting Agenda Responsibilities	
2.03	County Email Addresses	
2.04	Committees of the County Board and Other Boards and Commissions – Creation and Existence	
2.05	Committee and Other Boards and Commissions Appointments and Removals	
2.06	Committees and Other Boards and Commissions Meeting Agenda Responsibilities	
2.07	County Board Member Compensation.	
2.08	Meeting Minutes	
2.09	County Board Meeting Seating Arrangements	
2.10	Board Member Interest Forms	
2.11	Board Relationship with Administrator, Department Heads and Employees	8
2.12	Vacancies in Office of County Board Member	
2.13	Official Statements by Board Members	
2.14	Board Member Rules of Conduct	9
SECTION	3 COUNTY BOARD OFFICERS	. 10
3.01	County Board Chair	. 10
3.02	County Board Vice Chair	. 11
3.03	Chairs and Vice Chairs of Committees	. 11
SECTION	4 RULES OF PROCEDURE	. 11
4.01	Parliamentary Authority	.11
4.02	Committee of the Whole	
4.03	Remote Attendance at Meetings	
4.04	Order of Business	
4.05	Personal Electronic Devices	
4.06	Recognition, Debate and Voting at County Board Meetings	
4.07	Public Decorum and Comment	
4.08	Reconsideration	
4.09	Resolutions – Form and Introduction	
4.10	Exclusion from Closed Session at Committee, Other Board or Commission Meetings	
4.11	Suspension of and Amendment to Rules	. 17
SECTION	5 ENFORCEMENT	. 17
5.01	Procedure for Enforcement	17

## **SECTION 1: PURPOSE AND DEFINITIONS**

## 1.01 Purpose

The Richland County Board of Supervisors (referred to as the "County Board" or "Board") recognizes and understands the importance of county government, and the programs and services it provides, to the citizens of Richland County. The County Board further recognizes County citizens' rightful expectation that the financial resources provided the County through tax levy and other sources be invested in a wise and deliberate matter. Therefore, in recognition of these principles, the County Board hereby adopts the following County Board Rules (referred to as "Board Rules" or "Rules") in order to promote orderly and efficient rules of governance for the County Board and all county-related governmental bodies.

## 1.02 Interpretation

These Board Rules are not intended to, and shall not, supersede any requirements or provisions in the Wisconsin Statutes. In the event of any conflict between the Wisconsin Statutes and these Board Rules, the Wisconsin Statutes shall take precedence.

## SECTION 2 COUNTY BOARD ORGANIZATION

## 2.01 County Board Meetings

The two-year period of time between the organizational meetings in Section 2.01(A) hereof shall constitute a session of the County Board, and any business pending and upon which the board has not acted prior to the close of a session can no longer be acted upon without being reintroduced.

- (A) <u>The Organizational Meeting.</u> On the third Tuesday in April in even-number years, after each Spring general election at which County Board Members are elected for full terms, the County Board will meet and shall:
  - 1. Organize and transact general business;
  - 2. Elect a member Chair to perform the duties set forth in Wis. Stat. § 59.12(1);
  - 3. Elect a member Vice Chair to perform the duties set forth in Wis. Stat. § 59.12(2); and
  - 4. Elect the five (5) at-large members of the Committee on Committees.

The County Clerk shall serve as Chair pro tempore of the Organizational Meeting until such time as the County Board elects the Board Chair. Persons nominated for

Board Chair and board Vice Chair are allowed 10 minutes to speak and answer questions. Voting shall take place by written secret ballot and the County Clerk and Corporation Counsel shall serve as ballot clerks. A majority of votes of the Board Members present shall be necessary to elect the Board Chair and board Vice Chair.

- (B) <u>The Annual Meeting.</u> On the last Tuesday of October, the County Board will convene for an annual meeting for the purpose of transacting general business. The Annual Meeting may be adjourned from time to time as allowed under the Wisconsin Statutes.
- (C) <u>Regular Meetings.</u> The County Board shall meet for the purpose of transacting general business at 7:00 p.m. on the third Tuesday of each month except for the month of December, during which month the County Board shall meet on the second Tuesday of the month.
- (D) <u>Special Meetings.</u> Special meetings of the County Board may be called in accordance with Wis. Stat. § 59.11(2) or at the call of the Chair. If a meeting is called pursuant to Wis. Stat. § 59.11(2), the written request delivered to the County Clerk shall conform to Wis. Stat. § 59.11(2)(a) and contain the proposed agenda for the meeting.

## 2.02 County Board Meeting Agenda Responsibilities

- (A) The Board Chair, in consultation with the County Clerk and the County Administrator, is responsible for the contents of the agenda for any County Board meeting except for a special meeting called pursuant to Wis. Stat. § 59.11(2)(a).
- (B) Any member of the board desiring an item to be placed on the agenda for a board meeting shall either:
  - 1. Request that the Board Chair place the item on the agenda and the Board Chair may grant or refuse the request; or
  - 2. Make a motion during the Future Agenda Items portion of the agenda at a County Board meeting to have an item placed on the agenda for the next meeting and, if such motion is adopted, the item shall be placed on the agenda for the next meeting.
- (C) The County Clerk, in consultation with the Board Chair, is responsible for providing notice of every meeting of the County Board by posting the agenda in compliance with Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et seq.
- (D) The County Clerk shall distribute the agenda and meeting packet to all County Board Members, the County Administrator and the Corporation Counsel, in addition to any other interested persons identified by the Board Chair, by 1:00 p.m. on the Friday immediately preceding a regular County Board meeting. For special meetings, the agenda and meeting packet shall be delivered at least 48 hours

in advance of the meeting except in the event of an emergency, in which case the agenda and meeting packet shall be delivered as soon as practicable. Any Committee or Board Member responsible for submitting materials (resolutions, ordinances, ordinance amendments, reports, etc.) for inclusion in the meeting packet shall provide the materials to the County Clerk no later than 5:00 p.m. on the Thursday preceding the week of the regular meeting. The agenda and meeting packets shall be delivered in electronic format to the recipient's county email address unless a recipient requests a hard copy of the materials. The requirements of this Section 2.02(D) may be waived, in whole or in part, by the Board Chair in his or her discretion.

## 2.03 County Email Addresses

The county shall provide every Board Member with a county email address. All Board Members shall utilize the county email address for county business and shall not conduct county business on any other email address.

## 2.04 Committees of the County Board and Other Boards and Commissions – Creation and Existence

- (A) <u>Standing Committees.</u> The County Board has established the standing committees (referred to as "Standing Committees") as designated on Appendix A to these Board Rules. Standing Committees are regular committees of the County Board, shall have the authority, power, duties and responsibilities, and shall operate according to the procedures set forth in Appendix A.
- (B) Ad Hoc Committees. The County Board may form ad hoc committees (referred to as "Ad Hoc Committees") from time to time by resolution or action of the County Board. Any resolution or action creating an ad hoc committee shall specify the name of the committee, the committee's purpose, the number of members of the committee, the appointing authority for committee membership, the duration of the committee and the committee's reporting relationship. Appendix A will be updated by May 1 in even-numbered years to reflect current Ad Hoc Committees and particulars surrounding each particular Ad Hoc Committee's operations. In these Board Rules, Ad Hoc Committees and Standing Committees are together referred to as "Committees."
- (C) Other Boards and Commissions. The County may be associated with certain Other Boards and Commissions (referred to as "Other Boards and Commissions.") Appendix A will be updated from time to time to reflect current Other Boards and Commissions and particulars surrounding operations.
- (D) Pursuant to Section 3.01 of these Rules, the Board Chair may serve as a member, with full rights and privileges, of any Committee if there is not otherwise a quorum present at any Committee meeting.

## 2.05 Committee and Other Boards and Commissions Appointments and Removals

- (A) The Board hereby establishes the Committee on Committees, which shall convene within one (1) week following each Organizational Meeting for purposes of nominating members to Standing Committees. The Committee on Committees shall be comprised of seven (7) members consisting of the Board Chair, Board Vice Chair and five (5) at-large Board Members elected by the County Board at the Organizational Meeting. Such election shall occur by ballot with the 5 members receiving the most votes on the ballot being elected. The Board Chair shall serve as chair of the Committee on Committees. The Committee on Committees shall nominate persons to serve on each Standing Committee in writing at the first Board meeting following the Organizational Meeting. The Board shall either confirm or reject any nomination for each Standing Committee and in the event of rejection, the Board shall appoint the member to the Standing Committee relating to such rejection. In making nominations, the Committee on Committees shall consider the interest forms submitted by Board Members and Board Member tenure and previous service on Standing Committees.
- (B) At the first meeting of each Standing Committee following the Organizational Meeting, the Standing Committee shall elect a Chair and Vice Chair of each Standing Committee, which designations are subject to County Board confirmation.
- (C) The Board Chair may recommend the removal of any member of any Committee at any time for any reason to the County Board and the County Board may make such removal. The Board Chair may recommend the removal of the designation as Chair or Vice Chair of any Committee at any time for any reason and the County Board may make such removal.

# 2.06 Committees and Other Boards and Commissions Meeting Agenda Responsibilities

- (A) The Committee Chair shall serve as the Chair of a Committee meeting and, in consultation with the County Clerk and Board Chair, is responsible for the preparation of all Committee meeting agendas.
- (B) The County Clerk, in consultation with the Committee Chair, is responsible for providing notice of every meeting of the Committee by posting the agenda in compliance with Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et seq.
- (C) A Committee or Other Board and Commission may request another Committee or Other Board and Commission to attend a future meeting of the requesting body. In such event, each Committee and Other Board and Commission shall prepare an agenda for the joint meeting in the usual manner.
- (D) In the first meeting of a Committee following the Organizational Meeting,

the Committee shall adopt dates and times for regular Committee meetings and shall make every attempt to schedule such meetings prior to the regular County Board meetings and with due regard to the meeting dates and times of other Committees.

## 2.07 County Board Member Compensation

- (A) <u>County Board Meetings.</u> Board Members shall receive \$40/day for each day's attendance at a County Board meeting.
- (B) <u>Committee Meetings.</u> Board Members shall receive \$30/meeting for attending a Committee meeting. Board Members are entitled to receive compensation for attending more than one meeting in a day.
- (C) Other Meetings. Board Members shall receive \$30/meeting for attending a meeting of a body that is not a Committee only with the Board Chair's prior approval. Board Members who are not members of the Committee may receive compensation as provided in this Section 2.07 for attending a meeting only when attendance at the meeting is directed or approved by the Board Chair.
- (D) <u>Board Chair Compensation.</u> In addition to the compensation set forth in this Section 2.07, the Board Chair shall receive an additional \$250/month. If the Board Chair is unable or unwilling to perform the duties of Board Chair for a period of four weeks or longer, the Board Chair shall not be paid the additional compensation herein and the compensation shall be paid to the Vice Chair for the months during which the Vice Chair is performing the duties of the Board Chair.
- (E) Expense Reimbursement. Board Members shall be reimbursed for expenses in the amounts, and according to the regulations and procedures, established by the Finance & Personnel Committee from time to time. Board Members shall be entitled to reimbursement of only actual mileage traveled for attendance at any meeting for which compensation is paid and only if the Board Member utilizes his or her personal vehicle for the travel.
- (F) No compensation shall be paid for attendance at any meeting held one hour or less before or one hour or less after a County Board meeting.
- (G) Board Members shall complete and sign any forms required to verify attendance and expenses as established by the Executive and Finance Committee from time to time. Such forms are required to be submitted not more than two (2) days following the end of the month in which the expenses were incurred or attendance is claimed.

#### 2.08 Meeting Minutes

(A) <u>County Board Meetings.</u> The County Clerk is responsible for the preparation of minutes for all meetings of the County Board. The County Clerk may use a personal recording device to record any open session portion of a meeting

for purposes of verifying the accuracy of the proceedings. The County Clerk shall destroy any recording not sooner than 90 days after approval of the minutes of the meeting at which the recording is taken. The County Clerk shall not record any closed session of a County Board meeting. A draft form of the minutes of meetings shall be included in the meeting packet distributed prior to County Board meetings as specified in Section 2.02(D).

(B) <u>Committee</u>, <u>Other Board and Commission Meetings</u>. The County Clerk shall confer with the Chair of any Committee to appoint a person to take and record the minutes of any meeting of the Committee. Any person so appointed shall not be a County Board Member. All draft minutes shall be filed with the County Clerk's office no later than 14 days after the meeting to which the draft minutes apply and shall be in a format approved by the County Clerk.

## 2.09 County Board Meeting Seating Arrangements

Except as provided herein, County Board Members shall be seated in order by district number. The Chair, Vice Chair, County Administrator, County Clerk and Corporation Counsel shall sit at the designated head of the room in the order established by the Chair. There shall be a designated area for members of the public and members of the press. The Chair may alter the seating arrangements to meet the needs of individual Board Members or members of the public.

#### 2.10 Board Member Interest Forms

- (A) Within 7 days after County Board Members are elected in the Spring general election, the County Clerk shall distribute a welcome letter to all persons elected to the County Board. The contents of the welcome letter shall include information concerning the schedule for the Organizational Meeting and related matters, the Board Rules and the Board Member Biography form.
- (B) Board Members interested in nomination for the position of Board Chair and Vice Chair are encouraged to indicate their interest in the positions on the County Board Chair/Vice Chair candidate answers form. In addition, such Board Members are encouraged to answer two additional questions (beyond the minimum questions on the Board Member Biography form):
  - If you are elected, are there things you will try to change or do differently as County Board Chair/Vice Chair?
  - How would you describe the style you will use in working with your fellow Board Members, County Committees, County Administrator and other staff?

All Board Members shall also complete Committee/Board/Commission Preference form and Board Member Biography form. The County Clerk will distribute these forms to all County Board Members-elect in advance of the Organizational Meeting.

#### 2.11 Board Relationship with Administrator, Department Heads and Employees

The County Board serves as the legislative body in County government. As such, the County Board's role is to enact policy. To implement policy the County Board establishes, the County Board shall appoint a person as the County Administrator according to Wis. Stat. § 59.18(1). The County Administrator shall perform all duties and have such authority as specified in Wis. Stat. § 59.18, the County Administrator Position Description, these Board Rules and as otherwise may be authorized and directed by the County Board from time to time. Department Heads are responsible, and shall report, to the County Administrator. County Board Members desiring information or a report from a Department Head or other County employees shall request such information or report either in the context of a County Board or Committee meeting or from the County Administrator. Individual County Board Members shall not provide direction to the County Administrator, a Department Head or any County employee unless expressly authorized by these Board Rules or official action of the County Board or a Committee, Other Board or Commission.

## 2.12 Vacancies in Office of County Board Member

- (A) <u>Vacancies How Caused.</u> Vacancies in the office of Richland County Board Supervisor shall be determined according to Wis. Stat. § 17.03.
- (B) <u>Vacancies How Filled.</u> The following procedure shall be utilized when there is a vacancy in the office of Richland County Board Supervisor unless the County Board orders a special election to fill the vacancy according to Section 2.12(C):
  - 1. Within 30 days of the seat becoming vacant, the County Clerk shall place a standard advertisement (not in the legal section) for 2 consecutive weeks in *The Richland Observer* and *The Shopping News*, containing:
    - a. A notification that there is a vacancy in Supervisory District # [ ].
    - b. A map which reasonably informs the public of the boundaries of the District.
    - c. That interested persons shall submit the following information to the County Clerk, in written form, by a stated deadline which shall be not less than 30 days from the date of the last publication:
      - The applicant's name and address;
      - That the applicant is at least 18 years' old;
      - That the applicant is qualified to vote in the District in which there is a vacancy; and
      - A brief statement as to the applicant's qualifications to serve on the County Board.
    - d. A statement that the vacancy will be filled from the list of applicants, at the County Board meeting first following the expiration of the application deadline. The advertisement should state the place, date and time of that County Board

meeting.

- e. The County Clerk's mailing address, fax number and e-mail address.
- 2. At the County Board meeting first following the date of the application deadline, the County Board will invite applicants to provide a presentation as to why they wish to serve on the County Board. At the end of the presentation(s), the Board will either (a) proceed to deliberate and vote on the applicants; or (b) direct the County Clerk to readvertise the vacancy according to the procedure in Section 2.12(B)(1). The successor appointed according to this process shall serve for the unexpired portion of the term of the vacant office.
- (C) <u>Vacancies Special Election.</u> If a vacancy occurs before June 1 in the year preceding expiration of the term of office, the Board may order a special election to fill the vacancy. If the Board orders a special election during the period beginning on June 1 and ending on November 30 of any year, the special election shall be held concurrently with the succeeding spring election. If the Board orders a special election during the period beginning on December 1 and ending on May 31 of the succeeding year, the special election shall be held on the Tuesday after the first Monday in November following the date of the order. A person so elected shall serve for the residue of the unexpired term.

## 2.13 Official Statements by Board Members

No Board Member other than the Board Chair is authorized to make any official statement or comment on behalf of the County Board. If a Board Member makes a statement or comment, the Board Member shall ensure such statement or comment contains language indicating the statement or comment reflects the personal views of the Board Member and not the views of the County Board.

#### 2.14 Board Member Rules of Conduct

- (A) Each Board Member shall:
  - 1. Uphold the Oath of Office and faithfully and impartially discharge the duties of a Board Member to the best of their ability;
  - 2. Act in the best interests of Richland County government at all times;
  - 3. Refrain from conduct which a reasonable person would deem unethical, offensive or otherwise contrary to community values;
  - 4. Be responsive to the needs of the community;
  - 5. Represent the interest of constituents by attending and participating in meetings, adequately prepare for meetings and observe the rules of decorum and these Board Rules at meetings; and

- 6. Conduct Richland County government business in a manner consistent with law and refrain from discussions surrounding Richland County business outside the appropriate meetings and channels of communication.
- (B) <u>Board Member Conduct at Meetings.</u> In addition to the rules of decorum in RONR, Board Members shall, at all meetings of the County Board or a Committee, conduct themselves and dress in a professional and respectful manner. Board Member comments should be directed to the County Board Chair or Committee Chair and not to any individual Board Member, County employee or member of the public. All comments must be respectful, courteous, appropriate and germane to the topic under discussion. Any inappropriate conduct will be recognized and addressed by the County Board Chair or Committee Chair. The County Board Chair at a County Board meeting or the Committee Chair at a Committee meeting shall have the power to direct a Board Member's removal from a meeting.
- (C) <u>Board Member Conduct Outside Meetings.</u> In addition to the provisions of Section 2.14(A), Board Members shall adhere to the following.
  - 1. Board Members shall at all times exhibit professional and courteous behavior when interacting with the County Administrator and County employees. Under no circumstance shall it be acceptable for a Board Member to berate, belittle or shout at the County Administrator or a County employee whether in a meeting or outside a meeting.
  - 2. Board Members shall refrain from requesting that a County employee perform a task or function without first obtaining the appropriate authorization. Matters relating to official County business should be addressed through the Administrator or the appropriate Committee, Other Board or Commission.
- (D) 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.

#### SECTION 3 COUNTY BOARD OFFICERS

#### 3.01 County Board Chair

(A) The Board Chair shall perform all duties of the chairperson as specified in Wis.

- Stat. § 59.12(1) and perform such other duties as specified in these Board Rules. In addition, the Chair shall perform such other duties as the County Board may authorize from time to time. In presiding over meetings of the County Board, the Chair shall decide all questions of order or procedure, subject to appeal to the Board, and at all times preserve order and decorum. The Board Chair may serve as a member, with full rights and privileges, of any Committee if there is otherwise not a quorum at any Committee meeting.
- (B) The Board Chair shall serve as the spokesperson for the County Board and is authorized to comment to the public or press on any matter of County business provided any such comments are consistent with the County Board's policies or expressed positions.
- (C) The Board Chair shall be a member of the Committee on Committees and the Executive and Finance Committee. The Board Chair shall be the Chair of the Committee on Committees and Vice Chair of the Executive and Finance Committee.
- (D) In the event of a vacancy in the position of Board Chair, the County Board shall hold an election for the position according to the procedure set forth in Section 1.01(A).

## 3.02 County Board Vice Chair

- (A) The Vice Chair shall perform all duties of the Board Chair in the absence or disability of the Chair and perform such other duties as specified in these Board Rules. In addition, the Vice Chair shall perform such other duties as the County Board may authorize from time to time.
- (B) The Vice Chair shall be a member of the Committee on Committees and the Executive and Finance Committee. The Vice Chair shall be the Chair of the Executive and Finance Committee.
- (C) In the event of a vacancy in the position of Vice Chair, the County Board shall hold an election for the position according to the procedure set forth in Section 1.01(A).

#### 3.03 Chairs and Vice Chairs of Committees

The chair of a Committee shall preside at Committee meetings and otherwise serve as the spokesperson on behalf of the Committee in County Board meetings. The Committee vice chair shall assume the responsibilities of the Committee chair in the chair's absence.

#### SECTION 4 RULES OF PROCEDURE

#### 4.01 Parliamentary Authority

The latest edition of *Robert's Rules of Order, Newly Revised* ("RONR") shall govern the proceedings at all meetings of the County Board and the Committees. The Corporation Counsel shall serve as parliamentarian for all meetings of the County Board and shall consult with the Board Chair on all questions of parliamentary procedure.

#### 4.02 Committee of the Whole

The County Board may convene as the committee of the whole at the call of the Board Chair provided the public is provided notice of any such meeting in accordance with Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et seq.

#### 4.03 Remote Attendance at Meetings

- (A) Remote Attendance at Meetings. Board Members shall make every attempt to attend County Board and Committee meetings in-person. A Board Member authorized under these Board Rules to attend a meeting by remote communication (telephonic or videoconference technology) shall be considered present for a meeting with full rights to participate and vote. A Board Member may attend no more than six (6) regularlyscheduled County Board meetings by remote communication in the twelve (12) months beginning April 1 of each year and ending March 31 the following year without the approval of the Board Chair, in his or her sole discretion. There is no limitation on the number of Committee meetings that a Board Member may attend by remote communication. Any Board Member attending a Board or Committee meeting remotely shall keep the camera on for the entirety of their attendance if attending by video and shall be excused from any closed session part of a meeting unless granted permission to remain in the meeting by the Board Chair or Committee Chair. No person may serve as Chair of a County Board meeting if the person is attending the meeting by remote communication unless the entire meeting is held by remote communication as provided in Section 4.03(B). In the physical absence of the Chair and Vice Chair, the County Board shall appoint a Board Member to serve as Chair pro tempore of the meeting. The Executive and Finance Committee may, from time to time, establish policies governing the conduct of meetings where persons attend remotely and Board Members shall abide by any such policies.
- (B) <u>Fully Remote Meetings</u>. If in-person meetings are not advised or not possible due to an emergency situation, as declared by the appropriate authority under Wis. Stat. Chap. 323 or otherwise determined by the Board Chair, meetings of the County Board and Committees may be conducted via teleconference, video conference or other such methods, provided that members of the public can access the meeting in accordance with Wisconsin's Open Meetings Law.

#### 4.04 Order of Business

#### (A) County Board Meetings.

The order of business for all meetings of the County Board shall be as follows:

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. County Clerk Verification of Open Meetings Law Compliance
- 5. Approve Agenda
- 6. Approve Minutes of Previous Meeting(s)

- 7. Public Comment
- 8. Special Orders of Business
- 9. Public Hearings
- 10. Resolutions
- 11. Ordinances and Ordinance Amendments
- 12. Reports
  - a. Administrator's Report
- 13. Closed Session (if any)
- 14. Correspondence
- 15. Future Agenda Items
- 16. Adjourn

The order of business may be changed by the Chair or by majority vote of the Board. When preparing the agenda for the meeting, where no business is contemplated on an item on this order of business, the item can be omitted.

## (B) <u>Committee Meetings.</u>

The order of business for all meetings of Committees shall be as follows:

- 1. Call to Order
- 2. Roll Call
- 3. Verification of Open Meetings Law Compliance
- 4. Approve Agenda
- 5. Approve Minutes from Previous Meeting(s)
- 6. Public Comment
- 7. Public Hearing
- 8. Reports
- 9. Contract Approvals
- 10. Resolutions
- 11. Ordinances and Ordinance Amendments
- 12. Closed Session (if any)
- 13. Correspondence
- 14. Future Agenda Items
- 15. Adjourn

The order of business may be changed by the Chair or by majority vote of the committee or other board and commission. When preparing the agenda for the meeting, where no business is contemplated on an item on this order of business, the item can be omitted.

(C) <u>Approval of Minutes.</u> There is no requirement that minutes of a previous meeting be read unless requested by a majority of the County Board or Committee.

#### 4.05 Personal Electronic Devices

(A) <u>County Board Members</u>. All County Board Members shall silence their mobile

phones and all other personal electronic devices during a meeting of the County Board and of any Committee on which the Board Member serves. Such devices may not be used during any such meeting except in the event of an emergency or with permission of the Chair of the meeting. This Section 4.05(A) does not preclude the recording of open session portions of any meeting by any person.

(B) Other Meeting Attendees. All other meeting attendees shall silence their mobile phones and other person electronic devices during a meeting of the County Board and of any Committee. This Section 4.05(B) does not preclude the recording of open session portions of any meeting by any person.

## 4.06 Recognition, Debate and Voting at County Board Meetings

- (A) <u>Recognition.</u> A Board Member must be recognized by the Board Chair prior to speaking and shall do so by rising or raising a hand. The Board Chair is responsible for determining recognition.
- (B) <u>Debate.</u> Each Board Member shall be entitled to speak twice for a total of not to exceed 10 minutes on any matter pending before the Board and open for discussion. Any member may move to limit or extend the floor time of any speaker and such motion shall not be debatable. Discussion and comments should be directed to the Board Chair and not to any individual Board Member, county staff or member of the public. All Board Member comments shall be germane to the business currently pending before the Board.
- (C) <u>Voting.</u> Unless roll call or secret ballot voting is required by the Wisconsin Statutes or these Board Rules, when a question is put to the County Board, the Board Chair shall conduct a voice vote by asking for those in favor and those opposed. When conducting roll call votes, the County Clerk shall call the roll in numeric order according to supervisory district and each succeeding roll call vote at the same meeting shall start with the next succeeding name that completed the last preceding roll call vote.
- (D) <u>Abstention.</u> All County Board Members are expected to represent their constituents and fully participate in meetings of the County Board, including voting. Nonetheless, there are recognized circumstances where participation in discussion, voting, or both would be inappropriate. A Board Member may abstain from participating in discussion, voting or both. When a Board Member abstains, the Board Chair shall provide the Board Member with the opportunity to explain the reason for the abstention and, if a reason is provided, the County Clerk shall record the reason in the meeting minutes.
- (E) This Section 4.06 does not apply to Committee meetings. Unless otherwise required by the Wisconsin Statutes or these Board Rules, Committee meeting procedure shall be governed by RONR 49:21, *Procedure in Small Boards*.

#### 4.07 Public Decorum and Comment

(A) <u>Rules of Decorum.</u> All attendees at County Board and Committee meetings are expected to maintain appropriate decorum during the meeting. Talking, shouting,

outbursts, clapping and similar gestures are prohibited. Any attendee may be requested to cease any activities, signs, banners or displays that unduly disrupt a meeting consistent with applicable law. Citizens in the audience are not to audibly respond to comments being made during a meeting or to make demonstrations either in support of or in opposition to a speaker or idea. The Chair of the meeting is responsible for enforcing meeting decorum.

- (B) <u>Rules for Public Comment.</u> The following rules apply to all periods of public comment at County Board and Committee meetings:
  - 1. Any person who wishes to address the County Board during the "Public Comment" portion of the agenda must provide their name and address prior to beginning comment.
  - 2. A commenter may not speak longer than three (3) minutes and may only speak once per meeting.
    - 3. All comments must be germane to an item on the meeting agenda.
  - 4. Comments should be directed to the Board as a whole and not addressed to individual Board Members.
  - 5. A commenter should refrain from asking questions of the Board or any individual Board Member.
  - 6. Commenters should be courteous in their language, avoid personalized remarks and refrain from comments that are rude, obscene, profane, personally attacking, and which demonstrate a lack of respect for others.
  - 7. The Chair reserves the right to terminate an individual's public comments if these rules are violated. As well, the Chair has the authority to rule speakers out of order and may call a short recess in disorderly situations.
- (C) <u>Public Participation at Meetings.</u> Unless specifically requested by the Chair of a meeting, members of the public are not allowed to participate in any meeting. No Board Member or member of a Committee may cede time during discussion of a pending question to a member of the public. This Section 4.07(C) shall not be construed to prohibit County staff from providing information and reports to the County Board or a Committee consistent with the meeting agenda or practice of the County Board or Committee.

#### 4.08 Reconsideration

Any County Board Member on the prevailing side of any question determined by the County Board may make a motion to reconsider the question at the same or next succeeding meeting. When the County Board is equally divided on any question before it, the question shall be considered lost, but in that case any County Board Member present at the meeting where the question was considered may move for reconsideration at the same or next succeeding meeting.

#### 4.09 Resolutions – Form and Introduction

- (A) <u>Form of Resolutions.</u> A Board Member may request the assistance of Corporation Counsel in drafting any proposed Resolution provided, however, the identity of the Board Member shall not be confidential. Resolutions shall be in form approved by the County Clerk and Corporation Counsel. In addition to any other form requirements, all proposed Resolutions shall include the following:
  - 1. A space for a fiscal note. The County Administrator or designee is responsible for reviewing the financial impact of any proposed Resolution and providing any comments relating to such financial impact.
  - 2. A space for a legal note. The Corporation Counsel or designee is responsible for reviewing whether the proposed Resolution is within the scope of the County's authority and otherwise providing any comments relating to the legal impact of the proposed Resolution.
  - 3. A space indicating the identity of the Committee(s) that considered the proposed Resolution, the date of the Committee(s) meeting at which such consideration occurred, the official action of the Committee(s) on the proposed Resolution and the votes of the Committee(s) members relative to the proposed Resolution.
- (B) <u>Introduction of Resolutions.</u> A Resolution may be proposed by an individual Board Member or by a Committee.
  - 1. Resolutions Proposed by an Individual Board Member. If a Resolution is proposed by an individual Board Member, prior to any action by the Board on the proposed Resolution, the Board Chair shall refer the proposed Resolution to the appropriate Committee. The County Board may, from time to time, request a report from the Board Chair as to referral of proposed Resolutions. The Committee(s) to which a proposed Resolution is referred shall file the official action on any proposed Resolution with the County Clerk as soon as practicable following the meeting at which such official action occurred and the act of filing shall serve as a request that the proposed Resolution be placed on the agenda for the next County Board meeting. The requirements of this Section 4.09(B)1 may be waived, in whole or in part, by the Board Chair in his or her discretion.
  - 2. Resolutions Proposed by a Committee. A Committee may propose a Resolution. Any Committee that recommends County Board adoption of a Resolution proposed by the Committee shall file the official action on the proposed Resolution with the County Clerk as soon as practicable following the meeting at which such official action occurred and the act of filing shall serve as a request that the proposed Resolution be placed on the agenda for the next County Board meeting.
- (C) The County Board will consider a Resolution commemorating the retirement of a

County employee only if the employee is fully vested in the Wisconsin Retirement System at the time of retirement.

# **4.10** Exclusion from Closed Session at Committee, Other Board or Commission Meetings.

A Board Member that is not a member of a Committee, Other Board or Commission may be excluded from a closed session portion of a Committee, Other Board or Commission meeting upon majority vote of the Committee, Other Board or Commission.

## 4.11 Suspension of and Amendment to Rules

- (A) <u>Suspension of Rules.</u> Any rule in these Rules may be suspended by 2/3 vote provided any such suspension does not cause a violation of the Wisconsin Statutes.
- (B) <u>Amendment to Rules.</u> The County Board may amend these Rules by 2/3 vote of the members-elect provided any proposed amendment is provided in writing to all Board Members in the meeting packet distributed by the County Clerk under Rule 2.02(D).

## SECTION 5 ENFORCEMENT

#### 5.01 Procedure for Enforcement

- If the Board Rules are violated during a meeting of a Board, Committee, Other (A) Board or Commission, the Board Chair or other presiding officer of the meeting shall have all powers under the Board Rules to immediately bring a Board Member's conduct into conformity with the Board Rules. If appropriate, the Board Chair or other presiding officer of the meeting may report a violation of the Board Rules to law enforcement for purposes of taking appropriate action, which may include (without limitation) removal of the offending Board Member from a meeting and/or issuing a citation for disorderly conduct. In addition, the Board Chair or other presiding officer of the meeting shall refer the matter to the Executive and Finance Committee to determine what, if any, further sanction is warranted. The Board Member who is alleged to have violated the Board Rules shall be provided an opportunity to address the Executive and Finance Committee prior to disposition. The Executive and Finance Committee shall make a report to the County Board as soon as practicable and provide a recommendation as to the appropriate sanction, if any. The County Board shall make the final determination on the appropriate sanction, if any.
- (B) The Board may, in its discretion, impose one or more of the following sanctions:
  - 1. Private reprimand;
  - 2. Censure without a formal Resolution of the County Board;
  - 3. Censure with a formal Resolution of the County Board;
  - 4. Removal from position of Committee Chair;
  - 5. Removal from Committee; and

6. Referral to Executive and Finance Committee to determine if cause exists to remove the Board Member from office.

If the Board refers the matter to the Executive and Finance Committee to determine if cause (defined as inefficiency, neglect of duty, official misconduct or malfeasance in office) exists to remove the Board Member from office, the Executive and Finance Committee is authorized to appoint agents to (a) conduct any further and other investigation as may be necessary; (b) prepare verified charges seeking the Board Member's removal from office; and (c) prosecute the Board Member's removal from office. Any such proceedings shall comply with Wis. Stats. Chap. 17.

(C) In addition to the enforcement procedures established in this Section 5.01, and without limiting any of those provisions, the Board Chair or the Executive and Finance Committee may refer any violation of the Board Rules to the Ethics Board by filing the referral with the Corporation Counsel or County Clerk and such referral shall be considered a verified complaint under Ordinance 23-6(8).

## **Richland County Committee**

## **Agenda Item Cover**

## Agenda Item Name: Discussion & Possible Action: Approval of Short-term Rental Ordinance

Department	Zoning	Presented By:	Katrina Salewski
Date of Meeting:	11/04/2024	Action	Approval of Ordinance to send
Disclosure:		Needed: Authority:	to county boards
Date submitted:	10/25/2024	Referred by:	
Action needed by no later than (date)		Resolution	

## Recommendation and/or action language:

## Background:

The Natural Resources Committee has been working with the public and Corporation Council, Atty Michael Windle, to develop an ordinance to regulate short-term rentals in the county zoned townships of Richland County

Attachments and References: Short-term rental ordinance

#### **Financial Review:**

(please check one)

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

Department Head Cathy Cooper Administrator, Candace Pesch

#### Ordinance XXX. Short-Term Rentals

#### § XXX-1. Purposes.

The purposes of this ordinance are to ensure that the quality of short-term rentals operating within the County is adequate for protecting public health, safety and general welfare by establishing:

- a. minimum standards of space for human occupancy and parking
- b. adequate level of maintenance
- c. the responsibilities of owners and property managers operating or managing these rental properties for tourists or transient occupants

In addition, it is the intent of this ordinance to determine the responsibility of owners/property managers to expeditiously and personally respond to, stop, mitigate, or prevent the reoccurrence of unreasonable activities on, or conditions, uses or misuses of, these rental properties which adversely impact or substantially annoy, disturb, threaten, harm, offend or interfere with the residential uses, nature or values of other properties in the neighborhoods in which these rental properties operate.

#### § XXX-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **DWELLING UNIT**

One or more rooms designed, occupied, used, or intended to be occupied or used, as separate living quarters, with a food preparation area and sleeping and sanitary facilities provided within such room(s).

#### **ENTITY**

A corporation, investment company, limited partnership, limited-liability partnership, limited-liability company, cooperative association, unincorporated cooperative association, common law trust, or any other group or organization licensed to do business in this state.

#### NARTURAL RESOURCE STANDING COMMITTEE

Committee of the Richland County Board of Supervisors with oversite of the Zoning Department and responsible for due process for appeals. Also referred to as Committee.

#### **LICENSE**

The short-term rental license issued under § XXX-4 will be valid for 2 years.

#### 2 YEAR LICENSE

License Duration. Each permit shall expire on June 30, except that licenses initially issued during the period beginning April 1 and ending on June 30 shall expire on June 30 twenty-four two (2) years later.

#### **OCCUPANT**

Any person, over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit.

#### **PERSON**

An individual, group of individuals, or an entity.

#### PROPERTY MANAGER

Any person who is not the property owner and is authorized by the property owner, expressly or impliedly, to act as agent and as the local contact person on behalf of the property owner for one or more short-term rental, and to take remedial action and promptly respond to any violation of this chapter.

#### PROPERTY OWNER

The owner of a short-term rental.

#### RENEWAL LICENSE

Any license issued under this Ordinance after the initial 2-year license has expired.

#### SHORT-TERM RENTAL

The rental of a tourist rooming house for a period of twenty-nine (29) consecutive days or less.

#### **TOURIST ROOMING HOUSE**

All lodging places and tourist cabins and cottages, other than hotels and motels, in which sleeping accommodations are offered for pay to tourists or transients. It does not include private boarding or rooming houses not accommodating tourists or transients, or bed and breakfast establishments regulated under Ch. ATCP 73, Wis. Admin. Code.

#### ZONING DEPARTMENT

Richland County Zoning Department employee or designee that is responsible for issuing licenses and renewals.

- **§ XXX-3. Operation of short-term rentals.** Each short-term rental shall comply with this chapter's requirements and any other applicable state, county or local laws, codes, rules or regulations. Each short-term rental shall comply with the following standards:
  - A. No person may maintain, manage or operate a short-term rental more than 10 nights each license year without a short-term rental license. Every short-term rental shall be operated by a property owner or property manager.
  - B. Each short-term rental property owner is required to have the following licenses:
    - (1) A state of Wisconsin tourist rooming house license. Information can be found at <a href="https://datcp.wi.gov/Pages/Programs">https://datcp.wi.gov/Pages/Programs</a> Services/TouristRoomingHouses.aspx
    - (2) A license from Richland County issued pursuant to this ordinance.
  - C. Each short-term rental shall comply with all of the following:
    - (1) The number of occupants in any dwelling unit shall not exceed the limits set forth in Wis. Admin. Code § ATCP 72.14 for hotels, motels, and tourist rooming houses.

- (2) No recreational vehicles (RVs), campers, tents or other temporary lodging arrangements shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees. Exceptions can be made if septic is appropriately sized to handle additional guests.
- (3) If the property owner resides within 60 miles of the short-term rental property, a local property manager is not required to be designated. The property owner shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. The property owner must notify the Zoning Department within three business days of any change in the property owner's contact information and submit the revised contact information to the Zoning Department within the same time period.
- (4) Unless the property owner resides within 60 miles of the short-term rental property, a local property manager must be designated for contact purposes and his or her name must be included in the application filed with the Zoning Department. The local property manager must reside within 60 miles of the short-term rental property and shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. The property owner must notify the Zoning Department within three business days of any change in the property manager's contact information for the short-term rental and submit the revised contact information to the Zoning Department within the same time period.
- (5) Must have designated parking that abides by all laws.
- (6) Applicant is required to display county license number on any advertising or on-line reservation system.

#### § 280-4. Short-term rental license. A license is required for each individual unit of rental

- A. The Zoning Department shall issue a short-term rental license if an applicant demonstrates compliance with the provisions of Richland County Ordinance XXX. A short-term rental license is issued for two years and may be renewed biennially as provided in § XXX-6. The license shall contain the following information:
  - (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the requirements of Section 3 Subsection C (3) shall apply to the property owner.
  - (2) The name of the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented.
  - (3) Description of the property and maximum occupancy allowed.

- (4) The license term.
- (5) The state of Wisconsin tourist rooming house license number.

#### § XXX-5. Short-term rental license procedure.

- A. All applications for a short-term rental license shall be filed with the Zoning Department on forms provided by the Department. Applications must be filed by the property owner or the property manager. No license shall be issued unless the completed application form is accompanied by payment of the required application fee, which fee shall be nonrefundable.
- B. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with all requirements of this chapter, including, but not limited to, § XXX-8:
  - (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the application shall include mailing address, physical address (if different from mailing address) and a telephone number at which the property owner shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented. Including a brief description of the unit and maximum occupancy allowed.
  - (2) A copy of a most recent completed State Lodging Establishment Inspection form.
  - (3) A copy of the state of Wisconsin tourist rooming house license issued under Wis. Stats. § 97.605; or proof that such state license has been applied for, in which event a provisional short-term rental license may be issued under this chapter for a period of 30 days but shall be conditioned upon the Zoning Department's receipt of a copy of such state license from the applicant within said thirty-day period, and if a copy of such state license is not received by the Zoning Department within said period, then such provisional license shall expire and be void at and after the end of said thirty-day period.
  - (4) Designation of a property manager, unless the property owner is acting as the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall be available between the hours of 8:00 a.m. and 11:00 p.m. on those days when the property is rented, and an affirmative statement that the property manager is authorized to act as agent and as the local contact person for the property owner with respect to operation of the short- term rental, including taking remedial action and promptly responding to any violation of this chapter or the County Ordinance relating to the licensed premises, and receiving service of notice of violation of this chapter's provisions.

- (5) Written certification by the property owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations.
- C. Unless earlier revoked, each license period shall run from July 1 of one year to June 30 of the second year and may be renewed for additional two-year periods. The application fee shall be paid upon filing of the application. Any application that does not include all of the information and supporting documentation required by this chapter shall not be considered as complete.
- D. When the Zoning Department determines that an application is complete and meets the requirements of this chapter, the Zoning Department shall approve the application and issue a short-term rental license (or, if applicable, a provisional short-term rental license) to the applicant. If the Department determines that the application is incomplete or does not meet the requirements of this chapter, the Department shall deny the application and inform the applicant, in writing, of the reason(s) why the application was denied and what action is needed to obtain approval of the application.
- E. If the short-term rental property has outstanding fees, taxes, special charges or forfeitures owed to Richland County this may be a factor in whether or not the application will be approved. The Zoning Department may refuse to issue or renew a short-term rental license for any property or owner-applicant that has violated this Chapter any time within a period of twelve (12) months prior to the date of the permit application or if the property has had three (3) or more calls for law enforcement services in a twelve (12) month period.
  - (1) No short-term rental license (or, if applicable, a provisional short-term rental license) shall be issued if the applicant or short-term rental property is found to be subject to one of the grounds for revocation as provided in § XXX-8C.
- F. A short-term rental license is nontransferable and shall expire upon a transfer of legal control of the tourist rooming house property. The holder of any permit or license shall promptly notify the Zoning Department in writing of any transfer of the legal control of any property covered by the permit. A transfer of property to an entity or trustee shall not be considered a transfer of legal control as long as the owner(s) continue to have majority control of the entity or are trustees of the trust with control of the property; however, such new form of ownership shall be identified on any permit renewal application after such transfer. No refunds will be issued.

#### § XXX-6. Biennial Renewal.

- A. Each application for renewal of a short-term rental license shall include updated information for the documentation on file with the Zoning Department, and payment of the renewal fee. A renewal application must be filed with, and a nonrefundable renewal fee must be paid to, the Zoning Department at least 90 days prior to the license expiration date to allow the Department adequate time to review the application. The Department shall determine whether the information provided in the renewal application is complete and meets the requirements of this chapter. The Department may also request reports from the Building Inspector, the Sheriff's Department and other law enforcement agencies regarding any enforcement actions taken with respect to the short-term rental properties and operations, and their owners, tenants, occupants or visitors.
- B. The Department shall review the renewal application and may approve or deny the application after taking into consideration the number, frequency and/or severity of law violations relating to the short-term rental property and operations, and its owner(s), tenant(s), occupant(s) or visitor(s), and whether such violations substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood. If after such consideration the Department determines not to renew the license, the Department shall notify the applicant in writing of the reason(s) for such decision, and the applicant's right to appeal the decision to the Richland County Natural Resource Standing Committee as provided in § XXX-8.
- C. No license shall be renewed if the short-term rental property is under an order issued by the Building Inspector or a local health officer, or his or her designee, to bring the premises into compliance with state, county or local laws, codes, rules or regulations.

#### § XXX-7. Display of permit.

Each license shall be displayed on the inside of the main entrance door of each short-term rental.

## § XXX-8. Appeal of licensing decisions; license revocation; appeal procedure; judicial review.

- A. The Zoning Department's decision to deny an initial short-term rental license or to deny renewal of a short-term rental license shall specify the reason(s) for such denial, in writing. Prior to the time for the renewal of the license, the Zoning Department shall notify the licensee in writing of the County's intention not to renew the license and notify the licensee of his or her right to an appeal hearing as provided in § XXX-9B.
- B. The Zoning Department's decision to deny an initial license or to deny renewal of a license may be appealed to the Natural Resource Standing Committee by filing a written appeal with the Department within 21 calendar days (excluding legal holidays) after the date of mailing of the written notice of the Zoning Department's decision denying such license or renewal license. The Natural Resource Standing Committee shall conduct a due process hearing and issue a written decision on the appeal within 30 calendar days of the County's receipt of the written appeal, or the license shall be deemed granted. If the appellant appears at the hearing he or she may produce and cross-examine witnesses, present relevant evidence, and be represented by counsel of his or

her choosing, at his or her expense. If the Natural Resource Standing Committee finds the Zoning Department's reason(s) for his or her decision sufficient, the decision shall be affirmed. If the Committee finds the Zoning Department's reason(s) for his or her decision insufficient, the decision shall be reversed, and the license shall be granted and issued. If the appellant does not appear at the hearing and the Committee finds the Zoning Department's reason(s) for his or her decision sufficient, the decision shall be affirmed. The Committee's written decision on the appeal must specify the reason(s) for its determination. The Zoning Department shall give written notice of the Committee's decision to the applicant or licensee. A license may be revoked by the Natural Resource Standing Committee during the term of a license year and following a due process hearing for one or more of the following reasons:

- (1) Failure by the licensee to make payment of delinquent fees, taxes, special charges, forfeitures or other debt owed to the County on the licensed property.
- (2) Failure to maintain all required local, county and state licensing requirements.
- (3) Any violation of local, county or state laws or regulations which, based upon their number, frequency and/or severity, and their relation to the short-term rental property, its owner(s), tenant(s), occupant(s) or visitor(s), substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood.
- C. Revocation. Any resident of or owner of property within Richland County may file a sworn written complaint with the Zoning Department alleging one or more of the reasons set forth in § XXX-9B (1-3) as grounds for revocation of a short-term rental license issued under this chapter. Upon the filing of the complaint, the Natural Resource Standing Committee shall notify the licensee of the complaint by certified mail, return receipt requested and provide the licensee with a copy of the complaint. The notice shall direct the licensee to appear before the Committee on a day, time and place included in the notice, not less than 10 days and not more than 45 days from the date of the notice, and show cause why his or her license should not be revoked. The hearing shall be conducted as provided in § XXX-8B. If a license is revoked, the Zoning Department shall give notice of revocation to the licensee by certified mail, return receipt requested. No part of the fee paid for any license so revoked may be refunded.
- D. Judicial review. The action of the Natural Resource Standing Committee in granting or renewing, refusing to grant or renew, or revoking a license under this chapter may be appealed to the full Richland County Board. Final appeal can be reviewed by the Richland County Circuit Court upon appeal by the applicant, licensee, or a resident of or owner of property within the County. Such appeal shall be filed within 30 days of the date of mailing by the Zoning Department of the notice of the Natural Resource Standing Committee's action granting or renewing, refusing to grant or renew, or revoking a license. The procedure on review shall be the same as in civil actions commenced in the circuit court pursuant to Wis. Stats. Chs. 801 to 807.

#### § XXX-9. Penalties.

A. Any person who violates any provision of this chapter shall be subject upon conviction thereof to a forfeiture of not less than \$250 nor more than \$750 for each offense, together with the costs of prosecution, and in the event of default of payment of such forfeiture and costs shall be

imprisoned in the Richland County Jail until such forfeiture and costs are paid, except that the amount owed is reduced at the rate of \$25 for each day of imprisonment and the maximum period of imprisonment is 30 days. Each violation and each day a violation occurs or continues to exist shall constitute a separate offense.

B. The penalties set forth in this section shall be addition to all other remedies of injunction, abatement or costs, whether existing under this chapter or otherwise.

#### § XXX-10. Fees.

Any person applying for an initial short-term rental license or renewing a license pursuant to this chapter shall be subject to the fees as established by resolution of the Richland County Board.

## § XXX-11. Severability.

Should any portion of this chapter be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of any other provisions of this chapter.

## **Richland County Committee**

## **Agenda Item Cover**

Agenda Item Name: Discussion & Possible Action: Approval Of Richland County Farm Lease Agreements

Department		<b>Presented By:</b>	
Date of Meeting:	November 4, 2024	Action	Approval of Richland County
Date of Meeting:	November 4, 2024	Needed:	farm lease agreements
Disclosure:		Authority:	
Date submitted:	October 28, 2024	Referred by:	Executive & Finance Standing
Date submitted:	October 28, 2024	Keleffed by:	Committee
Action needed by no later than (date)		Resolution	N/A

Recommendation and/or action language: Approval Of Richland County Farm Lease Agreements

**Background:** The Finance & Executive Standing Committee reviewed the farm lease agreements on October 8, 2024 and referred to Natural Resources Standing Committee for further review.

Attachments and References: Farm land lease agreements

Financial Review: N/A

(please check one)

•	(I	, and the second second		
		In adopted budget	Fund Number	
ſ		Apportionment needed	Requested Fund Number	
Ī		Other funding Source		
ſ		No financial impact		

Department Head Administrator, Candace Pesch

## **Richland County Farm Lease Agreement**

This lease	ase agreement entered into this day of, 20	, between			
Richland (	nd County, with an address of 181 West Seminary Street, Richland Cent	er, WI 53581			
("Landlor	lord") and, of				
[address]	ss] ("Tenant").				
l.	Property Description				
	The Landlord hereby leases to Tenant, to occupy and use for agricu	ultural and related			
	purposes, the following described property, referred to herein as t	he "Farm":			
[LEGAL OR OTHER SIMILAR DESCRIPTION]					
[A map of the Farm, further identifying the rented land represented in this					
Agree	Agreement, is included as Appendix A.]				
II. General Terms					
	a. Term/Time Period. The provisions of this Agreement shall be i	n effect			
	commencing on, 20 and, 20				
	<b>b.</b> Amendments and Alterations. Amendments and alterations to	this Agreement			
	shall be in writing and agreed upon by the parties.				
	c. No Partnership. A partnership is not intended or implied by th	is Agreement.			
	d. Right of Entry. The Landlord, as well as agents and employees	of the Landlord,			
	reserve the right to enter the Farm at any reasonable time for	any reasonable			

e. **No Right to Sublease.** The Landlord does not convey to the Tenant the right to lease or sublet any of the Farm or to assign this Agreement to any person or persons.

interfere with the operator in carrying out regular farm operations.

purpose including to: i) consult with the Tenant; ii) make repairs, improvements,

seeding, fertilizing, and any other customary seasonal work, none of which is to

and inspections; and iii) upon notice of termination of lease, perform tillage,

f. **Buildings.** This Agreement does not include the use of any buildings on the Farm.

g. **Binding on Heirs.** The provisions of this Agreement shall be binding upon the heirs, executors, administrators and successors of both parties in like manner as upon the original parties, except as provided by mutual written agreement.

#### III. Definitions

- a. **Contour Buffer Strips.** Narrow strips of permanent, herbaceous vegetative cover established around the hill slope, and alternated down the slope with wider cropped strips that are farmed on the contour.
- b. **Contour Farming.** Aligning ridges, furrows, and roughness formed by tillage, planting and other operations at a grade near the contour to alter the velocity or the direction of water flow.
- c. **Grassed Waterways.** A shaped or graded channel that is established with suitable vegetation to convey surface water at a nonerosive velocity using a broad and shallow cross section to a stable outlet.

#### IV. Land Use

#### a. General Use.

- i. Best Management Practices. This Agreement is solely for growing agricultural crops. The land described in Section I and referred to as the Farm will be farmed according to best management practices as defined by the NRCS. The best management practices include, but are not limited to, Contour Farming and Contour Buffer Strips (as further defined herein and NRCS Conservation Practice Standard, Codes 330 and 332, respectively).
- ii. **Crop Type.** Tenant shall inform Landlord of the crops Tenant intends to plant and obtain Landlord's approval, not to be unreasonably withheld.
- iii. **Soil Testing.** Tenant shall obtain soil testing through Richland County
  Land and Water Conservation Department prior to planting each year.
  The [Tenant] [Landlord] shall assume the costs of said testing.
- b. **Restrictions.** Specific restrictions on land use include the following:

- No modification to, spraying, plowing or damaging of prairies, permanent buffers or grass waterways. [See map in Appendix A for further definition]
- ii. No cutting of live trees.
- iii. No storing of vehicles, trucks, tractors or other personal property on the Farm without Landlord's prior written consent.
- iv. [Manure spreading is not expressly permitted herein. Notwithstanding, the Landlord *may* approve the practice of manure spreading at Landlord's sole discretion. Tenant shall provide Landlord with a written request for permission to spread manure on the Farm; said request shall be provided to Landlord at least sixty (60) days' prior to the proposed date of spreading; and Landlord shall provide a written determination to Tenant at least fifteen (15) days' prior to the proposed date of spreading.]
- c. Noxious Weeds. Tenant shall use diligence to prevent noxious weeds from going to seed on the Farm. Treatment of noxious weed infestation and cost thereof shall be Tenant's responsibility.
- d. **Addition of Improvements.** Not to: i) erect or permit to be erected on the Farm any unremovable structure or building; ii) incur any expense to the Landlord for such purposes; or iii) add electrical wiring, plumbing, or heating to, or otherwise modify, any building without written consent of the Landlord.

#### e. Conservation.

- Conservation Plan. In efforts to control soil erosion and otherwise promote best farm management practices, Tenant shall follow a farm conservation plan approved by the Vernon County Land and Water Conservation Department.
- ii. Nutrient Management Plan. Tenant shall have and comply with the terms of an approved NRCS 590 Nutrient Management Plan.
- iii. Cropping Techniques. Cropping techniques may be implemented at the discretion of the Tenant; notwithstanding, the cropping techniques must

- be shown to have a soil loss tolerance (T) in accordance with the USDA NRCS Standards. The Vernon County Land and Water Conservation Department strongly encourages no-till cropping and cover cropping soil conservation practices.
- iv. Maintenance of Existing Conservation Practices. Tenant agrees to keep in good repair all terraces, open ditches, and inlets and outlets of the tile drains; to preserve all established watercourse or ditches including permanent buffers and grassed waterways; and to refrain from any operation or practice that may injure such establishments.
- f. **Damages.** Tenant shall pay Landlord reasonable compensation for any damages to the Farm for which the Tenant is directly or indirectly responsible. Exceptions are any decrease in value due to ordinary wear and depreciation.
- g. **Recreational Use Prohibited.** Use of the Farm is limited to agricultural or agricultural related use only; Landlord does not consent to the use of the Farm for recreational purposes.

### V. Mutual Agreements

- a. Not to obligate other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
- b. Insurance. Tenant shall obtain and maintain a policy of liability insurance covering liability for Tenant's acts and any loss which may be occasioned to Tenant's crops upon the property subject to this Agreement, and naming Landlord as an additional insured. Tenant acknowledges notice that Landlord does not insure Tenant against such losses. A certificate of insurance will be filed with the County Clerk within thirty (30) days of the effective date of this Agreement.
- c. **Indemnity.** Tenant shall indemnify and hold Landlord harmless from any and all claims, of every nature, which may arise from injury to person or property arising

- from the use of, or operations upon, the property, except those resulting from Landlord's own negligence.
- d. Environmental Considerations. The Tenant shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof.

### VI. Rent Payments

a.	Annual Rent.	The annual cash rent for the ab	ove-described pro	perty paid by the
	Tenant to the I	Landlord will be \$	per acre, equalir	ng the sum of
	\$	annually.		

b. Payments shall be made to Landlord by two (2) installments, occurring on or before <u>April 1 and October 1</u> [dates] on each year of the Agreement. Prepayment accepted without penalty. Payment may be made in person or by mail to: Vernon County Clerk, 400 Courthouse Square, Suite 108, Viroqua, WI 54665.

### VII. Governing Law and Dispute Resolution

The laws of the State of Wisconsin govern; and any disputes arising from this Agreement shall be resolved with agreed venue to be the courts of jurisdiction for Vernon County, Wisconsin.

#### VIII. Termination

- a. **Termination Date.** This Agreement terminates on the ending date stated in Section I without any notice from either party.
- b. Early Termination. Notwithstanding the Termination Date as defined herein above, Landlord shall have the absolute right to terminate this Agreement by written notice in the event the Landlord sells this property, or a portion thereof, and gives Tenant written notice by September 1 that the Agreement will end in the completion of the current crop year, or current calendar year, whichever occurs earlier.
- c. **Material Breach and Right to Cure.** A violation by Tenant of Sections II through V of this Agreement shall be considered a material breach. If Tenant materially

breaches this Agreement, then the Landlord will notify Tenant in breach of that fact in writing, and the Tenant in breach will be afforded thirty (30) days to cure the breach.

If the Tenant fails to cure a material breach, then the Landlord may terminate this Agreement immediately. If Landlord terminates this Agreement as a result of Tenant's failure to cure a material breach, then (i) Tenant shall vacate the Farm immediately; (ii) Tenant shall remit any remaining Annual Rent due for the year in which the Material Breach arises; (iii) Tenant shall remit Annual Rent(s) for any subsequent year(s) remaining in the term if and until Landlord is able to lease the Farm to another tenant, which Landlord agrees to make a good faith effort to so lease; and, (iv) Landlord shall have the exclusive right to occupy the Farm and take control of any crops remaining and all profit thereof.

Landlord's failure to exercise rights in this section, in response to a material breach, do not constitute a waiver of Landlord's ability to so exercise such rights

This Agreement will continue beyond the ending date stated in Section 1 only by mutual written agreement.

in response to subsequent breaches.

# **Agenda Item Cover**

# Agenda Item Name: Acceptance/ Discussion of Richland County Campus Foundation Grant

Department	Extension	Presented By:	Adam Hady
Date of Meeting:	11-4-2024	Action Needed:	Approval
Disclosure:		Authority:	
Date submitted:	10-28-2024	Referred by:	
Action needed by no later than (date)		Resolution	

Recommendation and/or action language: Approval to accept the Grant funds

**Background:** Richland County 4-H program requested funds form the Richland County Campus Foundation to expand programing efforts by partnering with WI 4-H and the AmeriCorps program. The acceptance of \$3,000 would cover Richland County's Share of the funds to support a half-time AmeriCorps worker.

Attachments and References: Attached are the letter requesting funds and potential budget.

#### Financial Review:

(please check one)

	In adopted budget	Fund Number
	Apportionment needed	Requested Fund Number
X	Other funding Source	Acceptance of the grant funds
	No financial impact	

Adam A Hady, Department Head

Administrator, Candace Pesch

Extension Richland County Office 1100 Highway 14 West Richland Center, WI 53581 Phone (608) 647-6148



September 3, 2024

Dear Richland County Campus Foundation Grant Review Members,

Richland County Extension would like to request a Richland County Campus Foundation grant to expand educational programming for youth throughout the county. Extension's 4-H Youth Development Programs provide hands-on learning opportunities in 4-H community clubs, as well as schools and community settings.

Richland County Extension has an opportunity to host a half-time AmeriCorps. The position will focus on educational outreach programs. The anticipated dates of the program are 1/13/25 - 8/23/25 with an average of 28 hours per week. Training & support will be provided by Wisconsin 4-H. To be eligible to host an AmeriCorps member, Richland County must provide a matching grant of \$2,500.

By partnering with additional community organizations, there is a potential to multiply the efforts. An example of a proven existing partnership is the Food, Fun & Fitness program. In 2024, Richland County 4-H partnered with the Richland Intermediate Afterschool STING program to offer 8 sessions in which students learned basic food safety and cooking skills while preparing healthy, kid-friendly recipes. With additional staffing, the program can be expanded to reach more youth.

Potential new and expanded youth programming efforts include:

- Richland Public Schools (Afterschool STING program, Summer School Program)
- Brewer Public Library Programs (STEM & other programs using Extension curriculum)
- UW-Richland Smart Farm (possible youth programs—Gardening, Crops, Conservation, etc.)
- 4-H Juntos Program (An outreach to Hispanic students & their parents)
- Expanded Community 4-H Programs (Including Day Camps, 4-H Summer Camp, and more)

According to a 10-year study conducted by Tufts University, youth involved in 4-H programs are 4x more likely to give back to their communities, 2x more likely to make healthier choices and 2x more likely to be civically active than their peers.

Thank you for considering an investment in Richland County youth. Your 25% contribution has the potential for long term impact on our community.

If you would like additional information, please reach out at karleen.craddock@wisc.edu.

Sincerely,

Karleen Craddock

Richland County 4-H Extension Educator

# Richland County 4-H Youth Development Program Budget

### Income:

AmeriCorps Funding*	\$11,197.50
Richland Co. Campus Foundation Grant	\$4,000.00
Richland County 4-H	\$500.00
Richland Public Schools	<u>\$500.00</u>
	\$16,197.50

### Expenses:

ses:	
AmeriCorps Funding*	\$11,197.50
Matching Funds - Richland County	\$2,500.00
Travel Expenses	\$1,000.00
Program Supplies:	
Food, Fun & Fitness	\$500.00
Discovery Day	\$200.00
Day Camps & Summer Camp	\$400.00
Additional Youth Programs	\$400.00
	\$16,197.50

<sup>\*</sup>Note: AmeriCorps pays 75% of the cost (\$7,500) PLUS a \$3,697.50 Education Award. This amount is not paid to Richland County. It will be paid directly to the AmeriCorps member. To be eligible to host an AmeriCorps member, Richland County is required to provide a \$2,500\$ match.

### **Agenda Item Cover**

Agenda Item Name: Discussion & Possible Action: Approval To Accept Donation From The Richland County Ambulance Association

Department	Emergency Services / EMS	Presented By:	M. Jessen
Date of Meeting:	11/12/2024	Action Needed:	Accept Donation
Disclosure:		Authority:	
Date submitted:	11/12/2024	Referred by:	JAC
Action needed by no later than (date)	11/12/2024	Resolution	

Recommendation and/or action language: Motion to accept donation of \$30,000 from Richland County Ambulance association. JAC language is in error in regards to deposit location. Deposit needs to be placed in Fund 47 "AMB EQUIP & TRAINING OUTLAY" line 5819. This supports the motion for funds to be utilized for PPE.

**Background: JAC Language:** The acceptance of a donation from the EMS Foundation was discussed and a motion by Dull which was seconded by Nicks, to accept the donation, with the requirements it be used for equipment, including personal protective gear for the EMTs, but excluding vehicles and that the donation be deposited into Fund 51, which was approved unanimously.

ancial Review:			
ase check one)			
In adopted budget	Fund Number		
Apportionment needed	Requested Fund Number	47.5766.0000.5819	
Other funding Source			
No financial impact			

Department Head

Michael R Jessen

Administrator, Candace Pesch

The Ambulance Association met on August 29, 2024 at the end of the posted EMS general meeting. We discussed the problems with the ByLaws being outdated and not allowing most of EMS members and employees being able to be voting members of the current Association. In addition, Dean Winchell discussed how the 501.3c accidentally became a private foundation, when a wrong box was checked on an IRS tax return. The Association is not technically a foundation, but it is very difficult to change this status. This makes the filing of a tax return much more difficult.

At the time of this meeting, we were under the impression that a new 501.3c non-profit would be started, and the funds on hand would be simply moved into that organization.

Jerry Crotsenberg made a motion to dissolve the current Association. Motion seconded by Kim Clark, and there were no objections. Members present: Dean Winchell, Kim Clark, Jerry Crotsenberg, Mike Marshall, Jason Marshall.

It was later discovered, after consulting with Wegner CPAs that when the Association was dissolved, the assets must be distributed to either a government agency or to a c3 public charity that has been in existence for at least 5 years. This information was shared with the members, and the choice was presented to either: 1) transfer the funds to Richland County with the stipulation that these funds were donated for EMS equipment so they must be set aside for this use, or 2) keep the Association alive by appointing new officers, etc.

Dean sent notice of these choices by email to the members, and received notice of their decision to go ahead with Option 1 on October 24th. Members voting on this: Jerry Crotsenberg, Kim Clark, Kaili Klatt, Jason Marshall, Mike Marshall, Barb Scott.

Based on this unanimous decision, Dean will file the Articles of Dissolution with the state, and a final 990-PF tax return will need to be filed with the IRS.

The funds on hand are \$30,866.64 The only upcoming expense is \$20 fee for filing the articles of dissolution with the state, and the costs of filing a tax return, which will not be available until January 15, 2025.

Respectfully submitted,

Dean Winchell, acting Treasurer

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

A Resolution Accepting A Donation From Richland County Ambulance Association.

WHEREAS the Richland County Ambulance Association, members, and community donors have worked tirelessly to raise funds for Richland County EMS, and

WHEREAS the Richland County Ambulance Association has voted to disband due to unfortunate circumstances with plans forth to re-establish a new association, and

WHEREAS upon dissolution of the Ambulance Association the body, in accordance with their by-laws is donating all remaining funds (\$30,866.64) to Richland County EMS, and

WHEREAS the Joint Ambulance Committee has made the motion "The acceptance of a donation from the EMS Foundation was discussed and a motion by Dull which was seconded by Nicks, to accept the donation, with the requirements it be used for equipment, including personal protective gear for the EMTs, but excluding vehicles and that the donation be deposited into Fund 51, which was approved unanimously", and

WHEREAS donation of (\$30,866.64) from Richland County Ambulance association; JAC language is in error in regards to deposit location. Deposit needs to be placed in Fund 47 "AMB EQUIP & TRAINING OUTLAY" line 5819. This supports the motion for funds to be utilized for PPE.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval Accept Donation from Richland County Ambulance Association in total of (\$30,866.64) into Fund 47.5766.0000.5819 for the purchase of Personal Protective Equipment for EMS staff.

BE IT FURTHER RESOLVED effective upon passage and publication.

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE EXECUTIV FINANCE STANDING COMMITTEE	E &
AYES NOES	(12 NOVEMBER 2024)	
RESOLUTION	FOR AGA	INST
DEREK S. KALISH	STEVE CARROW	
COUNTY CLERK	STEVE WILLIAMSON	
	GARY MANNING	
DATED: NOVEMBER 19, 2024	MARK GILL	
	INGRID GLASBRENNER	
	DAVID TURK	
	BOB FRANK	
	MARC COUEY	

### **Agenda Item Cover**

Agenda Item Name: County Wide Team Training

Department	Administration	Presented By:	Candace Pesch
Date of Meeting:	11-12-2024	Action Needed:	Approval
Disclosure:		Authority:	
Date submitted:	10-21-2024	Referred by:	
Action needed by no later than (date)		Resolution	Yes

Recommendation and/or action language: Resolution to Approve Contracting with Lou Everett Group to provide County Wide training for a period of 1 year with a total cost of \$23,000.

### Background:

Richland County has historically not conducted county wide training. This training would provide quarterly training sessions to the County Board and employees to promote a positive work culture, employee engagement, build employee pride and resilience and future planning.

Attachments and References: Lou Everett Training Proposal

Financial Review: ARPA dollars will be utilized to fund this training

(plea	ase check one)	
	In adopted budget	Fund Number
	Apportionment needed	Requested Fund Number
х	Other funding Source	
	No financial impact	
(	and Pu	- Carle Per
Dep	oartment Head	Administrator, Candace Pesch



#### Training and Development Proposal for Richland County, Wisconsin

#### **Objective:**

To build a unified, resilient, and positive workplace culture across all departments within the county organization, enhancing teamwork, accountability, and employee satisfaction while mitigating the effects of toxicity and misinformation.

### **Program Structure:**

- Quarterly Training Sessions
- Accountability Mechanisms
- Team Building
- Ongoing Feedback and Support

#### Overview:

Richland County is poised for growth and success, but to realize its full potential, the organization must address critical challenges related to current culture in both the workplace and within the Board of Directors. This program aims to address these issues, break down any remaining silos (including within Board culture), and foster a collaborative environment. It focuses on empowering employees, creating a positive identity for the county, and addressing the challenges posed by internal and external negativity.

#### **Quarterly Training Sessions**

- 1. Q1: Building a Unified Team (Board members & Leaders)
  - The Lou Everett Group kicks off In-Person
  - Focus: Understanding the "We Are One" philosophy.
  - Activities:
    - Workshops on Team Dynamics: Interactive sessions to foster understanding and collaboration across departments.
    - Vision and Mission Alignment: Department heads work together to create a unified vision and goals.
  - Outcome: Establish a clear mission statement that emphasizes collective responsibility.
- 2. Q2: Overcoming Toxicity and Misinformation (Board & Leaders)
  - **Focus**: Addressing the impacts of negativity and fostering resilience.
  - Activities:
    - Conflict Resolution Training: Equip employees with skills to handle conflict and misinformation effectively.
    - Crisis Communication Workshops: Training on how to communicate positively about the county internally and externally.
  - Outcome: Empower employees to manage toxic behaviors and promote a positive narrative.



#### 3. Q3: Building Employee Pride and Resilience (Department leaders/Selected board members)

- Focus: Celebrating achievements and building a culture of appreciation.
- Activities:
  - o **Recognition Programs**: Introduce peer-to-peer recognition initiatives to highlight individual and team contributions.
  - Resilience Building Workshops: Techniques for personal and professional resilience.
- Outcome: Employees feel valued and proud of their work, fostering a sense of belonging.

### **4. Q4: Feedback and Future Planning** (leaders & Board members)

- Focus: Evaluating progress and setting future goals.
- Activities:
  - Feedback Forums: Open discussions for leaders and board members to share thoughts on program effectiveness.
  - Strategic Planning for Next Steps/Next Year: Collaborative session to identify areas for improvement and new goals.
- **Outcome**: Continuous improvement based on employee feedback, reinforcing the "We Are One" philosophy.

#### **Accountability Mechanisms**

#### 1. Monthly Check-ins:

 Leaders to hold monthly meetings to discuss progress towards goals, celebrate successes, and address any ongoing challenges.

### 2. Employee Feedback Surveys:

 Conduct quarterly anonymous surveys to assess employee sentiment and engagement, with follow-up actions based on results.

#### 3. Recognition of Accountability Champions:

 Designate individuals within teams to champion the initiative, ensuring that accountability is fostered at all levels.

# 4. Public/Internal Reporting:

 Share progress and success stories internally and publicly (social media) to improve community perception and highlight positive changes.



**Team Building Activity Ideas** (We will assist you in developing ideas and coach through implementation.)

- **County-wide Team Days**: Organize quarterly team-building events that include all departments. Activities could include:
  - o Outdoor retreats focusing on teamwork and collaboration.
  - Workshops on effective communication and trust-building exercises.
- **Social Responsibility Initiatives**: Engage employees in community service projects to reinforce the mission of public service and pride in their roles.

#### **Ongoing Feedback and Support**

- **Open-Door Policy**: Encourage open communication between employees and leadership to discuss concerns and suggestions.
- **Support Groups**: Establish peer support groups for employees to share experiences and coping strategies for dealing with toxicity and change.
- **Leadership Development Programs**: Train leaders to foster a positive culture and to be equipped to handle conflict and support their teams effectively.

#### Conclusion

The "We Are One" initiative is designed to build a resilient, collaborative, and positive culture within the county organization. By focusing on quarterly training, accountability, and team-building activities, this program aims to empower board members and employees, foster unity, and reshape the public narrative surrounding the county. Change is challenging, but with a structured approach and commitment to improvement, the organization can move forward positively.

#### **Your Investment**

## 1. Quarterly Training Sessions

- 4 Sessions
- Q1 in-person/Remaining Virtual (or as agreed upon throughout program)
- 1.5-2 hours each session
- Any materials will be provided (digital)
- Total for Training Sessions: \$12000

#### 2. Accountability

- Monthly Check-ins (1 hour each)
- Assist in feedback surveys, recognition, and reporting



Transforming Today's Leaders!

- Unlimited 10-minute emails, calls, or texts
- Total for Accountability: \$6000

### 3. Additional Support and Resources

- Ongoing Feedback and Support (consulting)
- Up to 15 hours in 12 months
- Total for Consulting: \$5000

#### 4. Travel and Accommodations

- Q1 In-Person Kickoff
- Two Trainers
- Lodging, Flights, Rental Vehicle/fuel, per diem
- Total for Travel and Accommodations: \$2650

**Total Investment Cost: \$25,650** 

\*All training and consulting is virtual/remote with exception for the kickoff in Q1 which will be in-person. However, onsite support can be arranged at additional costs as needed at anytime with advanced notice. Additional costs would include all travel expenses (hotel, flights, car rental, etc).

\*Topics and subtopics subject to change or revised based upon progress and needs as program moves along.

# **Agenda Item Cover**

**Agenda Item Name:** Approval of a change order for Edge Consulting.

Department	MIS	Presented By:	Barbara Scott
Date of Meeting:	11/12/2024	<b>Action Needed:</b>	Approval
Disclosure:	Open Session	Authority:	
<b>Date submitted:</b>	11/09/2024	Referred by:	

# Recommendation and/or action language:

Motion to ... approve a change order for Edge Consulting in the amount of \$26,200.00.

**Background:** (preferred one page or less with focus on options and decision points) Richland County is currently working on a radio tower project. During this process we had a site in the Yuba area with a land owner that is no longer a viable site. We have found an alternate site, but this will cause increased cost as Edge consulting will have to perform the assessments and surveys for this new site.

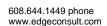
The costs have been reviewed by Mike Day our project consultant and by Barbara Scott and are appropriate. There are funds available in the Radio Tower project funds for such contingencies.

### **Attachments and References:**

Ch	ange order from Edge Con	sulting							
Fina	ancial Review:								
(plea	ase check one)								
	In adopted budget	Fund Number	Fund 94 Radio Tower Project						
	Apportionment needed	Requested Fund Number							
	Other funding Source								
	No financial impact								

(summary of current and future impacts)

Approval:	Barbara J Scott	Rev	view:
Department He	ead	_	Administrator, or Elected Office (if applicable)





November 6, 2024

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

SUBJECT: CHANGE ORDER #02 – 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 5: Yuba – Quarry Dr** (the Yuba site at Herb Hay property)

- The following services are removed due to the abandonment of the Mr. Hay property:
  - Construction Staking
  - o 50% of Utility Coordination (this will be continued on the Frank property)
  - Tower Foundation Inspection
  - Punch List Inspection (w/Tower Climb)
  - As-Built Drawings

### **Site 12: Yuba – Frank** (the Yuba site at the Frank property)

- This site and services are added to replace the "Yuba Quarry Dr" (Herb Hay property) site.
  - o Field Inspection, Data Collection & Surveying
  - o NEPA Compliance Documentation
  - NEPA Expenses (DNR Consultation/Tribal/Public Notices)
  - Archeological Survey
  - Geotechnical Investigation Self-Support Tower
  - FAA Determination & FCC ASR Registration
  - Zoning & Construction Drawings
  - Prepare Utility Easements for Neighboring Parcels
    - This is per the request of Richland Electric Cooperative to route power to the site.
  - Construction Staking
  - 50% Utility Coordination (continuation from Mr. Hay property)
  - o Tower Foundation Inspection
  - Punch List Inspection (w/Tower Climb)
  - As-Built Drawings

#### **FEES**

Services as described above shall be provided on a Lump Sum (LS) basis as listed on the attached <u>A/E</u> <u>Services Breakdown</u>. The total fee amount increase being requested under this Change Order is <u>\$26,200</u>. The total fee for services for the overall project after this Change Order will be <u>\$349,050</u>.

#### **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.

	11/06/2024
Edge Consulting Engineers, Inc.	Date
Authorized Signature	 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)	CO #2 (11/06/24)	Total Fees	Invoice #1 09/28/23	Invoice #2 04/18/24	Invoice #3 06/05/24	Invoice #4 10/17/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
1		nd Center - Existing 300' Self-Support Tower (USCC)	64.000			£4.000	64.000				64.000	60	4000/	
	2	Field Inspection, Data Collection & Surveying Tower Inventory	\$4,600 By USCC			\$4,600 \$0	\$4,600				\$4,600 \$0	\$0 \$0	100% NA	A I, L
	3	Tower Structural Analysis	By USCC			\$0					\$0	\$0	NA	I, M
	4 5	Tower Modification Design Construction Drawings	By USCC \$5,500			\$0 \$5,500	\$2,750	\$2,750			\$0 \$5,500	\$0 \$0	NA 100%	I, N
	6	Construction Staking	\$1,400			\$1,400	ÇE,7 00	<b>\$2,700</b>		\$1,400	\$1,400	\$0	100%	F,G
	7	Utility Coordination	\$1,800 \$2,900			\$1,800			\$900		\$900	\$900	50%	H F
	9	Punch List Inspection (w/ Tower Climb) Final Inspection (No Tower climb)	\$2,900	-\$1,400		\$2,900 \$0					\$0 \$0	\$2,900 \$0	0% NA	F
	10	As-Built Drawings	\$1,400			\$1,400					\$0	\$1,400	0%	J
		Site Sub-Total:	\$19,000	(\$1,400)	\$0	\$17,600	\$7,350	\$2,750	\$900	\$1,400	\$12,400	\$5,200	70%	
2		da (Eagle) - Existing 240' Self-Support Tower (USCC)		, , ,		•		, ,						
	2	Field Inspection, Data Collection & Surveying  Tower Inventory	\$4,600 By USCC	-\$3,450		\$1,150 \$0	\$1,150				\$1,150 \$0	\$0 \$0	100% NA	A I. L
	3	Tower Inventory  Tower Structural Analysis	By USCC			\$0					\$0		NA NA	I, M
	4	Tower Modification Design	By USCC			\$0	01.000				\$0	\$0	NA	I, N
	5 6	Construction Drawings Construction Staking	\$5,500 \$1,400	-\$1,400		\$5,500 \$0	\$1,500	\$4,000			\$5,500 \$0	\$0 \$0	100% NA	F,G
	7	Utility Coordination	\$1,800	-\$1,800		\$0					\$0	\$0	NA	Н
-	8	Punch List Inspection (w/ Tower Climb) Final Inspection (No Tower climb)	\$2,900 \$1,400	-\$1,400		\$2,900 \$0					\$0 \$0		0% NA	F
	10	As-Built Drawings	\$1,400	-\$1,400		\$1,400					\$0		0%	J
				(\$0.0E0)	ėc.		\$2.050	£4.000	**	**				
3	Gotham	Site Sub-Total: n - New 275' Self-Support Tower	\$19,000	(\$8,050)	\$0	\$10,950	\$2,650	\$4,000	\$0	\$0	\$6,650	\$4,300	61%	<del>                                     </del>
Ľ	1	Field Inspection, Data Collection & Surveying	\$4,600			\$4,600	\$4,600				\$4,600	\$0	100%	Α
	2	NEPA Compliance Documentation NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$3,000			\$3,000		\$1,500		\$750	\$3,000	\$0		C D
	3 4	Archeological Survey	\$1,000 \$2,600			\$1,000 \$2,600		\$500 \$2,600	\$250	\$250	\$1,000 \$2,600	\$0 \$0		E
	5	Geotechnical Investigation - Self-Support Tower	\$4,000			\$4,000			\$4,000	****	\$4,000	\$0	100%	
	7	FAA Determination & FCC ASR Registration Zoning & Construction Drawings	\$1,300 \$5,500			\$1,300 \$5,500	\$2,750	\$650 \$2,750		\$650	\$1,300 \$5,500	\$0 \$0	100% 100%	
	8	Construction Staking	\$1,400			\$1,400	<b>4</b> -1/- <b>4 7</b>	<del>-</del>		\$1,400	\$1,400	\$0	100%	F,G
		Utility Coordination  Tower Foundation Inspection	\$1,800 \$2,400			\$1,800 \$2,400			\$900	\$2,400	\$900 \$2,400	\$900 \$0	50% 100%	Н
	11	Punch List Inspection (w/ Tower Climb)	\$2,400			\$2,400				\$2,400	\$2,400	\$2,900	0%	F
	12	Final Inspection (No Tower climb)	\$1,400	-\$1,400		\$0					\$0	\$0	NA	F
	13 14	As-Built Drawings Power Walk	\$1,400	\$500		\$1,400 \$500				\$500	\$0 \$500	\$1,400 \$0	0% 100%	J
						•								
		Site Sub-Total:	\$33,300	(\$900)	\$0	\$32,400	\$7,350	\$8,000	\$5,900	\$5,950	\$27,200	\$5,200	84%	
4		ort - New 195' Self-Support Tower, Demo Existing Guyed Tower												
		Field Inspection, Data Collection & Surveying Tower Inventory	\$4,600 \$3,400	-\$3,400		\$4,600 \$0	\$1,150		\$3,450		\$4,600 \$0	\$0 \$0	100% NA	A I, L
	3	Tower Structural Analysis	\$2,400	-\$2,400		\$0					\$0	\$0	NA	I, M
	4 5	Tower Modification Design Construction Drawings	TBD \$5,500			\$0 \$5,500	\$1,500	\$4,000			\$0 \$5,500	\$0 \$0	NA 100%	I, N
	6	Construction Staking	\$1,400			\$1,400	\$1,500	\$4,000		\$1,400	\$1,400	\$0	100%	F,G
	7	Utility Coordination	\$1,800			\$1,800			\$900		\$900	\$900	50%	Н
	8	Punch List Inspection (w/ Tower Climb) Final Inspection (No Tower climb)	\$2,900 \$1,400	-\$1,400		\$2,900 \$0					\$0 \$0	\$2,900 \$0	0% NA	F
	10	As-Built Drawings	\$1,400	-ψ1,+00		\$1,400					\$0	\$1,400	0%	J
	11	NEPA Compliance Documentation		\$3,000		\$3,000				\$3,000	\$3,000	\$0 \$0	100%	С
	12 13	NEPA Expenses (DNR Consultation/Tribal/Public Notices)  Archeological Survey		\$1,000 \$2,600		\$1,000 \$2,600				\$1,000 \$2,600	\$1,000 \$2,600	\$0 \$0	100% 100%	D E
	14	Geotechnical Investigation - Self-Support Tower		\$4,000		\$4,000				\$4,000	\$4,000	\$0	100%	
<u> </u>	15	FAA Determination & FCC ASR Registration		\$1,300		\$1,300				\$1,300	\$1,300	\$0 \$2,400	100%	
	16 17	Tower Foundation Inspection Bird Survey and WDNR Correspondence		\$2,400 \$2,500		\$2,400 \$2,500				\$2,500	\$0 \$2,500	\$2,400 \$0	100%	
	18	New Tower Submittal Structural Analysis		\$2,000		\$2,000				\$2,000	\$2,000	\$0	100%	М
-		Site Sub-Total:	\$24,800	\$11,600	\$0	\$36,400	\$2,650	\$4,000	\$4,350	\$17,800	\$28,800	\$7,600	79%	
5	Yuba - 0	Quarry Dr New 195' Self-Support Tower	ψ± 7,000	ψ.1,000	ΨΟ	<del>400,400</del>	¥2,000	φ4,000	<b>\$4,000</b>	Ų.1,000	<b>\$20,000</b>	\$1,000	13/8	
		Field Inspection, Data Collection & Surveying	\$4,600			\$4,600	\$1,150		A7E 2	6750	\$4,600	\$0 80		A
		NEPA Compliance Documentation	\$3,000 \$1,000			\$3,000 \$1,000		\$1,500 \$500		\$750 \$250	\$3,000 \$1,000	\$0 \$0		C D
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)				\$2,600		\$2,600			\$2,600 \$4,000	\$0	100%	E
	4	Archeological Survey	\$2,600						\$4,000					
	4 5	Archeological Survey Geotechnical Investigation - Self-Support Tower	\$2,600 \$4,000			\$4,000 \$1,300				\$650		\$0 \$0		
	4 5 6 7	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings	\$2,600 \$4,000 \$1,300 \$5,500			\$1,300 \$5,500	\$1,500	\$4,000	\$650	\$650	\$1,300 \$5,500	\$0 \$0	100% 100%	
	4 5 6 7 8	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400		-\$1,400	\$1,300 \$5,500 \$0	\$1,500	\$4,000	\$650	\$650	\$1,300 \$5,500 \$0	\$0 \$0 \$0	100% 100% NA	F,G
	4 5 6 7 8 9	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking Utility Coordination Tower Foundation Inspection	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400 \$1,800 \$2,400		-\$900 -\$2,400	\$1,300 \$5,500 \$0 \$900 \$0	\$1,500	\$4,000		\$650	\$1,300 \$5,500 \$0 \$900 \$0	\$0 \$0 \$0 \$0 \$0	100% 100% NA 100% NA	Н
	4 5 6 7 8 9 10	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking Utility Coordination Tower Foundation Inspection Punch List Inspection (W Tower Climb)	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400 \$1,800 \$2,400 \$2,900	04.400	-\$900	\$1,300 \$5,500 \$0 \$900 \$0	\$1,500	\$4,000	\$650	\$650	\$1,300 \$5,500 \$0 \$900 \$0	\$0 \$0 \$0 \$0 \$0 \$0	100% 100% NA 100% NA NA	H F
	4 5 6 7 8 9	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking Utility Coordination Tower Foundation Inspection Punch List Inspection (W Tower Climb) Final Inspection (No Tower climb) As-Built Drawings	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400 \$1,800 \$2,400	-\$1,400	-\$900 -\$2,400	\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0	\$1,500	\$4,000	\$650		\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	100% 100% NA 100% NA NA NA	Н
	4 5 6 7 8 9 10 11 12 13	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking Utility Coordination Tower Foundation Inspection Punch List Inspection (W Tower Climb) Final Inspection (No Tower climb) As-Built Drawings Survey Rework for New Location on Parcel	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400 \$1,800 \$2,400 \$2,900 \$1,400	\$3,000	-\$900 -\$2,400 -\$2,900	\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0 \$0 \$0 \$0 \$3,000	\$1,500	\$4,000	\$650	\$3,000	\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0 \$0 \$3,000	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	100% 100% NA 100% NA NA NA NA NA	F F J
	4 5 6 7 8 9 10 11 12 13	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking Utility Coordination Tower Foundation Inspection Punch List Inspection (W Tower Climb) Final Inspection (No Tower climb) As-Built Drawings	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400 \$1,800 \$2,400 \$2,900 \$1,400		-\$900 -\$2,400 -\$2,900 -\$1,400	\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0	\$1,500	\$4,000	\$650		\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0 \$3,000 \$1,300	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	100% 100% NA 100% NA NA NA NA 100%	H F F J
	4 5 6 7 8 9 10 11 12 13 14	Archeological Survey Geotechnical Investigation - Self-Support Tower FAA Determination & FCC ASR Registration Zoning & Construction Drawings Construction Staking Utility Coordination Tower Foundation Inspection Punch List Inspection (w/ Tower Climb) Final Inspection (No Tower Climb) Final Inspection (No Tower Climb) Sa-Built Drawings Survey Rework for New Location on Parcel Revisit for Archeological Fieldwork	\$2,600 \$4,000 \$1,300 \$5,500 \$1,400 \$1,800 \$2,400 \$1,400 \$1,400	\$3,000 \$1,300	-\$900 -\$2,400 -\$2,900 -\$1,400	\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0 \$0 \$1,300	\$1,500	\$4,000	\$650	\$3,000 \$1,300	\$1,300 \$5,500 \$0 \$900 \$0 \$0 \$0 \$3,000 \$1,300	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	100% 100% NA 100% NA NA NA NA 100%	F F J A

	Edge - A/E Services Richland Co., WI													
		Description:	Proposal Fee: (03/16/23 Proposal)	CO #1A (07/22/24)	CO #2 (11/06/24)	Total Fees	Invoice #1 09/28/23	Invoice #2 04/18/24	Invoice #3 06/05/24	Invoice #4 10/17/24	Total Invoiced	Balance To Complete	% Invoiced	Notes:
6		Hill - New 275' Self-Support Tower 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		70,100			\$0	\$0	NA	L
	4	Tower Structural Analysis Tower Modification Design	\$2,400 TBD	-\$2,400		\$0 \$0					\$0 \$0	\$0	NA	M N
	5 6	Construction Drawings Construction Staking	\$5,500 \$1,400			\$5,500 \$1,400		\$5,500		\$1,400	\$5,500 \$1,400	\$0 \$0		F,G
	7	Utility Coordination	\$1,800	-\$1,800		\$0				Ψ1,100	\$0	\$0	NA	Н
	8	Punch List Inspection (w/ Tower Climb) Final Inspection (No Tower climb)	\$2,900 \$1,400	-\$1,400		\$2,900 \$0					\$0 \$0			F
	10 11	As-Built Drawings NEPA Compliance Documentation	\$1,400	\$3,000		\$1,400 \$3,000				\$3,000	\$0 \$3,000			J
	12	NEPA Compliance Documentation  NEPA Expenses (DNR Consultation/Tribal/Public Notices)		\$3,000		\$3,000				\$3,000		\$0 \$0		C D
	13 14	Archeological Survey Geotechnical Investigation - Self-Support Tower		\$2,600 \$4,000		\$2,600 \$4,000				\$2,600 \$4,000		\$0 \$0		E
	15	FAA Determination & FCC ASR Registration		\$1,300		\$1,300				\$1,300				
	16 17	Tower Foundation Inspection Revisit for Archeological Fieldwork		\$2,400 \$1,300		\$2,400 \$1,300				\$1,300	\$0 \$1,300	\$2,400 \$0		
	17	Revisit for Archeological Fleidwork		\$1,300		\$1,300				\$1,300	\$1,300	\$0	100%	
		Site Sub-Total:	\$24,800	\$6,600	\$0	\$31,400	\$1,150	\$8,950	\$0	\$14,600	\$24,700	\$6,700	79%	
7	Keyses	ville - New 195' Self-Support Tower		70,000	ŢŪ			<b>\$0,000</b>	<b>40</b>	+,000				
	1 2	Field Inspection, Data Collection & Surveying NEPA Compliance Documentation	\$4,600 \$3,000			\$4,600 \$3,000	\$4,600	\$1,500	\$750	\$750	\$4,600 \$3,000	\$0 \$0		A C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000			\$1,000		\$500	\$250	\$250	\$1,000	\$0	100%	D
1	4 5	Archeological Survey Geotechnical Investigation - Self-Support Tower	\$2,600 \$4,000			\$2,600 \$4,000		\$2,600 \$4,000			\$2,600 \$4,000	\$0 \$0		E
	6	FAA Determination & FCC ASR Registration	\$1,300			\$1,300		\$650		\$650	\$1,300	\$0	100%	
	7 8	Zoning & Construction Drawings Construction Staking	\$5,500 \$1,400			\$5,500 \$1,400	\$2,750	\$2,750		\$1,400	\$5,500 \$1,400	\$0 \$0		F,G
	9	Utility Coordination	\$1,800			\$1,800			\$900	***	\$900	\$900		Н
	10 11	Tower Foundation Inspection Punch List Inspection (w/ Tower Climb)	\$2,400 \$2,900			\$2,400 \$2,900				\$2,400	\$2,400 \$0	\$0 \$2,900		F
	12	Final Inspection (No Tower climb)	\$1,400	-\$1,400		\$0 \$1,400					\$0 \$0	\$0 \$1,400		F
	13 14	As-Built Drawings Power Walk	\$1,400	\$500		\$500				\$500	\$500	\$0	100%	J
	15	New Tower Submittal Structural Analysis		\$2,000		\$2,000				\$2,000	\$2,000	\$0	100%	М
		Site Sub-Total:	\$33,300	\$1,100	\$0	\$34,400	\$7,350	\$12,000	\$1,900	\$7,950	\$29,200	\$5,200	85%	
8	Boaz -	USC - Existing 230' Self-Support Tower Field Inspection, Data Collection & Surveying	\$4,600			\$4,600	\$1,150	\$3,450			\$4,600	\$0	100%	Α
	2	Tower Inventory	By USCC			\$0		ψ5,450			\$0	\$0	NA	I, L
	3	Tower Structural Analysis Tower Modification Design	By USCC By USCC			\$0 \$0					\$0 \$0	\$0 \$0		I, M I, N
	5	Construction Drawings	\$5,500			\$5,500	\$1,500	\$4,000			\$5,500	\$0	100%	
	6 7	Construction Staking Utility Coordination	\$1,400 \$1,800			\$1,400 \$1,800			\$450		\$0 \$450	\$1,400 \$1,350		F,G H
	8	Punch List Inspection (w/ Tower Climb)	\$2,900	64 400		\$2,900					\$0	\$2,900	0%	F F
	10	Final Inspection (No Tower climb)  As-Built Drawings	\$1,400 \$1,400	-\$1,400		\$0 \$1,400					\$0 \$0			J
		Site Sub-Total:	\$19,000	(\$1,400)	\$0	\$17,600	\$2,650	\$7,450	\$450	\$0	\$10,550	\$7,050	60%	
9		New 250' Self-Support Tower		(\$1,400)	ţ0				<b>\$450</b>	40				
	2	Field Inspection, Data Collection & Surveying NEPA Compliance Documentation	\$4,600 \$3,000			\$4,600 \$3,000	\$1,150	\$3,450 \$1,500	\$1,500		\$4,600 \$3,000	\$0 \$0		A C
	3	NEPA Expenses (DNR Consultation/Tribal/Public Notices)	\$1,000			\$1,000		\$500	\$500		\$1,000	\$0	100%	D
	4 5	Archeological Survey Geotechnical Investigation - Self-Support Tower	\$2,600 \$4,000			\$2,600 \$4,000		\$2,600 \$4,000			\$2,600 \$4,000	\$0 \$0		E
	6 7	FAA Determination & FCC ASR Registration Zoning & Construction Drawings	\$1,300 \$5,500			\$1,300 \$5,500	\$1,500	\$650 \$4,000	\$650		\$1,300 \$5,500	\$0 \$0		
	8	Construction Staking	\$1,400			\$1,400	φ1,500	\$4,000		\$1,400	\$1,400	\$0	100%	F,G
	9	Utility Coordination  Tower Foundation Inspection	\$1,800 \$2,400			\$1,800 \$2,400			\$900		\$900 \$0	\$900 \$2,400		Н
	11	Punch List Inspection (w/ Tower Climb)	\$2,900			\$2,900					\$0	\$2,900	0%	F
	12 13	Final Inspection (No Tower climb) As-Built Drawings	\$1,400 \$1,400	-\$1,400		\$0 \$1,400					\$0 \$0			F J
	14	Power Walk	5.,.30	\$500		\$500				\$500	\$500	\$0	100%	
	15	New Tower Submittal Structural Analysis		\$2,000		\$2,000				\$2,000	\$2,000	\$0	100%	М
		Site Sub-Total:	\$33,300	\$1,100	\$0	\$34,400	\$2,650	\$16,700	\$3,550	\$3,900	\$26,800	\$7,600	78%	
10	Yuba -	Site Sub-Total: Sebranek Ln (Location Cancelled) - New 195' Self-Support Tower	<b>\$33,300</b>	φ1,100	\$0	<b></b> \$34,400	\$2,00U	\$16,700	\$3,550	\$3,900	<b>⇒∠</b> 0,800	\$7,000	78%	
	1	Field Inspection (Site Visit)		\$500 \$1.275		\$500 \$1.275				\$500 \$1.275		\$0 \$0		
		PR Drawings		\$1,375		\$1,375				\$1,375		\$0		
14	Pos-	Site Sub-Total: Deer Run Rd (Location Cancelled) - New Self-Support Tower	\$0	\$1,875	\$0	\$1,875	\$0	\$0	\$0	\$1,875	\$1,875	\$0	100%	$\vdash \exists$
11	1	Field Inspection (Site Visit)		\$500		\$500				\$500		\$0		
	2	PR Drawings		\$1,375		\$1,375				\$1,375		\$0		
		Site Sub-Total:	\$0	\$1,875	\$0	\$1,875	\$0	\$0	\$0	\$1,875	\$1,875	\$0	100%	
12		Frank - New 195' Self-Support Tower Field Inspection, Data Collection & Surveying			\$4,600	\$4,600					\$0	\$4,600	0%	A
	2	NEPA Compliance Documentation			\$3,000	\$3,000					\$0	\$3,000	0%	С
	3 4	NEPA Expenses (DNR Consultation/Tribal/Public Notices) Archeological Survey			\$1,000 \$2,600	\$1,000 \$2,600					\$0 \$0			D E
	5	Geotechnical Investigation - Self-Support Tower			\$4,000	\$4,000					\$0	\$4,000	0%	
	6 7	FAA Determination & FCC ASR Registration Zoning & Construction Drawings			\$1,300 \$5,500	\$1,300 \$5,500					\$0 \$0	\$1,300 \$5,500		
	8	Prepare Utility Easements for Neighboring Parcels			\$4,200 \$1,400	\$4,200 \$1,400					\$0 \$0	\$4,200	0%	F,G
	10	Construction Staking Utility Coordination (partial - continuation from Mr. Hay property)			\$900	\$900					\$0	\$900	0%	F,G H
	11 12	Tower Foundation Inspection Punch List Inspection (w/ Tower Climb)			\$2,400 \$2,900	\$2,400 \$2,900					\$0 \$0	\$2,400	0%	F
	13	As-Built Drawings			\$1,400	\$1,400					\$0			J
		Site Sub-Total:	\$0	\$0	\$35,200	\$35,200	\$0	\$0	\$0	\$0	\$0	\$35,200	0%	$\vdash$
		S.te dub-Total.	<b>+</b> 0	<b>+</b> 0	+30,200	+30,230	Ų.	70	ΨU	Ų.	, ,,,	J00,200	570	

	Edge - A/E Services													
Richland Co., WI														
Site:	Item:	Description:	Proposal Fee: (03/16/23 Proposal)	CO #1A (07/22/24)	CO #2 (11/06/24)	Total Fees	Invoice #1 09/28/23	Invoice #2 04/18/24	Invoice #3 06/05/24	Invoice #4 10/17/24	Total Invoiced	Balance To	% Invoiced	Notes:
		Project		,	,									
		Design Phase Project Management - (9) Sites	\$22,500			\$22,500	\$5,625	\$11,250		\$5,625	\$22,500	\$0	100%	0
	2	Specs, Bid Docs & Public Bid Process - (1) Package	\$7,500			\$7,500		\$5,625	\$1,875		\$7,500	\$0		Р
		Contract Administration - (1) Contract	\$11,250			\$11,250			\$8,550	\$2,700	\$11,250	\$0		Q
	4 5	Construction Phase Project Management - (9) Sites	\$22,500	\$2,000		\$22,500 \$2,000				\$5,625	\$5,625 \$2,000	\$16,875 \$0	25% 100%	0
	5	Drawings for Stick-Built Shelter		\$2,000		\$2,000				\$2,000	\$2,000	\$0	100%	
		Sub-Total:	\$63,750	\$2,000	\$0	\$65,750	\$5,625	\$16,875	\$10,425	\$15,950	\$48,875	\$16,875	74%	
		Total:	\$303,550	\$19,300	\$26,200	\$349,050	\$42,075	\$92,775	\$34,025	\$79,250	\$248,125	\$100,925	71%	
		Cummulative Total:	\$303,550	\$322,850	\$349,050		\$42,075	\$134,850	\$168,875	\$248,125				
14		al Services	21 100											
		Pre-Bid Meeting (1 meeting) Pre-Construction Meeting (1 meeting)	\$1,400 \$1,400											
		New Tower Submittal Structural Analysis (Each Tower)	\$2,000											М
			\$2,550											
Notes	Α	Includes Property/Boundary, lease parcel survey w/ 1A Certificate. Title report												
	В	Includes topographic survey w/ 1A Certificate. No boundary/property survey.  Includes coordination with SHPO, TCNS, DNR, Public Notices, etc												
	D	NEPA expenses (Public Notices, Database Searches, etc.) do not include cos separately. NEPA fees will be billed on actual incurred cost plus 15%.	ts for extend	ed evironmenta	al or historical s	studies and/or	tribal monitorin	g during constr	uction. NEPA f	ees charged b	y tribes and ot	her entities sha	all be billed	
	Е	Archeological survey only. Historical architectural, endangered species or other	er extended	studies, if requ	ired, shall be c	onsidered an a	additional exper	nse.						
	F	Services assumed to be grouped for multiple sites to minimize travel.												
	G	Assumes one time staking of the site.												
	Н	Coordinate utility service applications (electric & natural gas) with utility provided and if required shall be considered an additional expense.	der(s) on beh	nalf of Client. F	ees charged by	y Utilities are r	ot included and	d shall be paid o	firectly by Clier	t. Site visits, r	equested by U	tility companie	s, are not as	ssumed
		Service not requested or to be compelted by Others.												
	J	Assume redline As-Built drawings will be provided to Edge documenting all ch	anges and r	no field verificat	tion is required.									
	K	Perform inventory of antennas, lines & appurtenances. Service does not inclu	ide mapping	of tower meml	oers.									
	L	Assumes all required information to complete the analysis are provided (towe	r & foundation	on design draw	ings, geotechni	cial report, exi	sitng tower load	ding). Modificat	ion design for f	ailing structure	s is not includ	ed.		
	М	Structurally model and analyze submitted tower and tower foundation system	design to co	nfirm compliar	nce with design	requirements.								
	N	Costs for tower modification desgin will be determined upon receiving a failing	tower struc	tural analysis.										
	0	Participate in weekly project management calls. Manage sites throughout the	project phas	se.										
	Р	Prepare bid document package suitable for public bidding. Publically advertis	e project per	Owner purcha	asing requireme	ents. Facilitate	bid process, n	naintain plan ho	Iders list, issue	addendums.	Prepare bid ta	b and recomm	end contract	award.
	Q	Q Prepare contracts, process change orders, answer contractor questions, review contractor pay requests.												

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

A Resolution Approving A Change Order To Edge Consulting Engineers, Inc. Contract.

WHEREAS Richland County Board of Supervisors Resolution No. 23-36 approved entering into a contract with Edge Consulting Engineers Inc. Of Prairie Du Sac in the amount of \$308,350.00 for engineering services for the radio system civil work. This was then amended by Resolution 24-67 to a total amount of \$327,650.00.

WHEREAS, while working through the process many changes in tower location and requirements were found to be needed for federal and local regulation, and

WHEREAS, our Radio Project consultant Mike Day, of True North Consulting Group has reviewed and approved on the proposal form Edge Consulting.

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby given for a change order to the contract with Edge Consulting Engineers Inc. Of Prairie Du Sac, in the following amount of \$26,200 for necessary changes per Change order #02 for a new total of \$353,850.00, and

BE IT FURTHER RESOLVED that funding for the project shall be covered through Radio Tower Borrowed Funds, and

BE IT FURTHER RESOLVED that the County Administrator shall have authority to enter into any necessary contract amendments with Edge Consulting Engineers Inc. Of Prairie Du Sac; and

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

NAME ON CODECODIA DEGOLUCION

AYES NOES	FINANCE STANDING COMMITTEE  (12 NOVEMBER 2024)							
ATES	(12 110 VENIDER 2024)							
RESOLUTION	FOR	AGAINST						
DEREK S. KALISH	STEVE CARROW							
COUNTY CLERK	STEVE WILLIAMSON							
	GARY MANNING							
DATED: NOVEMBER 19, 2024	MARK GILL							
	INGRID GLASBRENNER							
	DAVID TURK							
	BOB FRANK							

MARC COUEY