

# RICHLAND COUNTY

Finance & Personnel Committee

---

May 29, 2021

## NOTICE OF MEETING

Please be advised that the Richland County Finance and Personnel Committee will convene at 1:00 p.m., Tuesday, June 1<sup>st</sup>, 2021 in the County Board Room at 181 W. Seminary Street and via videoconference and teleconference using the following information:

### **WebEx Videoconference:**

<https://richlandcounty.my.webex.com/richlandcounty.my/j.php?MTID=m07ea1e9f0092d90c4d94e9d47d96a16b>

Meeting number: 182 876 4572, Password: richland

**WebEx Teleconference:** WebEx teleconference phone number: 408-418-9388, Access code: [1828764572##](tel:1828764572)

If you have any trouble accessing the meeting, please contact MIS Director Barbara Scott at 608-649-5922 (phone) or [barbara.scott@co.richland.wi.us](mailto:barbara.scott@co.richland.wi.us) (email), or Finance & Personnel Committee Chair Shaun Murphy-Lopez at 608-462-3715 (phone/text) or [shaun.murphy@co.richland.wi.us](mailto:shaun.murphy@co.richland.wi.us) (email).

### **Agenda:**

1. Call to order
2. Proof of notification
3. Agenda approval
4. Previous meeting minutes\*

### **Property Tax Deed Sale:**

5. **Parcel #14-3440-1009, Town of Henrietta (added 28 May 2021)**

### **Committee Member Requests & Other Referrals**

6. Length of meetings\*
7. Broadband planning\*
8. Meeting with Moody's\*
9. Complaint policy distribution\*

### **Budget**

10. Departmental template and timeline for 2022 operational budget\*
11. Classification, compensation, and staff authorization policy\*

### **Finance (including purchasing and contracts)**

12. Project engineer selection for CDBG CLOSE grant program\*
13. Heat pumps for the courthouse\*
14. Tri-County Airport\*
  - a. Contract for engineering
  - b. Petition for state aid
15. Bank account authority for Clerk Kalish\*

# RICHLAND COUNTY

Finance & Personnel Committee

---

## Personnel

16. Resignation of Highway Commissioner\*
17. MOU with Clerk\*
18. Future agenda items

## Closed Session

19. Closed Session Pursuant Wisconsin State Statue 19.85 (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. — Corporation Counsel
20. Return to open session
21. Possible action on closed session
  
22. Adjournment

\*Meeting materials for items marked with an asterisk may be found at <https://www.co.richland.wi.us/financePersonnelMinutes.shtml>.

CC: Committee Members, County Board, Department Heads, Richland Observer, WRCO, Valley Sentinel, Courthouse Bulletin Board



## FINANCE AND PERSONNEL COMMITTEE

May 4, 2021

The Richland County Finance and Personnel Committee convened at 1:00 p.m., Tuesday, May 4th, 2021, in the County Board Room at 181 W. Seminary Street and via videoconference and teleconference.

Committee members present included County Board Supervisors Shaun Murphy-Lopez, Marty Brewer (left at 2:52pm), Marc Couey, Linda Gentes, Melissa Luck, Don Seep, and David Turk(absent).

- 1. Call to Order:** Committee Chair Shaun Murphy-Lopez called the meeting to order.
- 2. Proof of Notification:** The Committee Chair Shaun Murphy-Lopez verified that the meeting had been properly noticed. Copies of the agenda were sent by email to all Committee members, WRCO and County department heads, a copy was posted on the Courthouse Bulletin Board and a copy was emailed to The Richland Observer and the Valley Sentinel.
- 3. Agenda Approval:** Motion by Brewer, second by Couey for approval of the Agenda. All Ayes. Motion carried.
- 4. Previous Meeting Minutes:** Motion by Couey, second by Luck for approval of the minutes for the April 16, 2021 meeting of the Finance and Personnel Committee. All Ayes. Motion carried.
- 5. Fund review\*:** No motion/action on this item.
- 6. Capital improvements review prioritization\*:** Motion by Brewer, second by Seep to accept capital improvement & capital projects review prioritization list as presented with possible future action when stimulus funding is defined. No vote. Motion by Murphy-Lopez, second by Gentes to postpone acceptance of the capital improvement & capital projects review prioritization list as presented with possible future action when stimulus funding is defined until May 21<sup>st</sup> meeting. 5 Ayes, 1 Nay (Brewer). Motion Carried.
- 7. Salary Plan Progression:** Motion by Seep, second by Murphy-Lopez to implement Option #2 to initiate a step increase for 2022 budget year. Roll Call vote: (Aye: Seep, Murphey-Lopez, Luck) (Nay: Gentes, Couey, Brewer). Motion defeated. Motion by Brewer second by Couey to implement option #1 to initiate the aging wage schedule. Roll Call Vote: (Aye: Gentes, Couey, Brewer) (Nay: Seep, Murphey-Lopez, Luck). Motion by Murphy, second by Gentes to postpone until the May 21<sup>th</sup> meeting. Roll Call: Ayes: Brewer, Gentes, Luck, Murphey-Lopes, Seep, Couey, Motion carries.
- 8. Process for developing 2022 operating budget\*:** Motion by Murphy-Lopez, second by Brewer for the departments to present preliminary budgets directly to the Finance & Personnel Committee. All Ayes. Motion carried. Motion by Seep, second by Gentes to have the supervisory committee approval. All Ayes. Motion carried.
- 9. Update Accounts Payable Specialist job position name\*:** Motion by Luck, second by Couey to approve changes in the Richland County Handbook, Wages Schedule reflecting the name change to Deputy Clerk/Accounts Payable Specialist. All Ayes. Motion carried.

**10. Create 5 positions in HHS\*:** Motion by Seep, second by Gentes to approve adding the 5 Southwest Workforce Development Board (SWWDB) leased staff members as full-time county positions within Health & Human Services. Roll Call vote 3 Ayes (Seep, Gentes, Brewer) & 3 Nays (Luck, Couey, Murphy-Lopez), motion defeated.

**11. Eliminate Assistant Shop Foreman & Create Highway Mechanic position\*:** Motion by Brewer, second by Seep to 1) Eliminate the Highway Assistant Shop Foreman position (Grade H). 2) Create (an additional) Highway Mechanic positions (Grade G). 3) Approve wage modifier, of half-grade, for (both) the Highway Mechanic positions to be included in the Highway Handbook Addendum. 4) Present resolution to the County Board with necessary policy document changes. Motion by Murphy-Lopez, second by Couey to amend original motion to add to the wording “to replace wage modification and allow Highway commissioner to put them at step 4” All Ayes, motion carried.

Amended motion to 1) Eliminate the Highway Assistant Shop Foreman position (Grade H). 2) Create (an additional) Highway Mechanic positions (Grade G). 3) Approve wage, for (both) the Highway Mechanic positions to be included in the Highway Handbook Addendum. 4) Present resolution to the County Board with necessary policy document changes. Also to allow the Highway Commissioner to put them at step 4. All Ayes, amended motion carried.

**12. Finance/Payroll Computer System:** Motion by Couey, second by Luck to approve the one years’ extension of the existing service contract with Avenu Enterprise Solutions, LLC, as entered under emergency authorization in February following a system failure. All Ayes. Motion carried

**13. Highway projects using short-term borrowing funds\*:** Motion by Luck, second by Couey to approve Highway Department to use \$650,000 of short-term funds to be used in county trunk improvements. All Ayes. Motion carried.

**14. Mask Mandate:** Motion by Murphy-Lopez, second by Luck to refer the issues of requiring masks in county-owned buildings to the Health & Human Services Board. All Ayes. Motion carried.

**15. Strategic Planning:** Motion by Murphy-Lopez, second by Gentes to refer discussion & possible adoption of the Richland County Strategic Plan 2021-2024 as developed through South West Regional Planning Commission to a special session of the county board. All Ayes. Motion carried.

Motion by Murphy-Lopez, second by Couey to recess for 5 minutes and returned at 3:19pm

**16. Closed Session Pursuant to Wisconsin State Statute 19.85:** (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session —Union negotiations. Motion by Luck, second by Couey to go into closed session. Ally Ayes. Motion carried.

**17. Return to open session:** Motion by Gentes, seconded by Couey to return to open session. All Ayes. Motion Carried.

**18. Possible Action on items discussed in closed session:** No action taken.

**19. Future agenda items:** none offered.

**20. Adjournment:** Motion to adjourn to May 24th, 2021 by Couey, seconded by Luck. All Ayes.  
Motion Carried.

Josh Bell  
Richland County — Accounting Supervisor

## FINANCE AND PERSONNEL COMMITTEE

May 21, 2021

The Richland County Finance and Personnel Committee convened at 1:00 p.m., Friday, May 21st, 2021, in the County Board Room at 181 W. Seminary Street and via videoconference and teleconference.

Committee members present included County Board Supervisors Shaun Murphy-Lopez, Marty Brewer (left at 2:45pm), Marc Couey, Linda Gentes, Melissa Luck, Don Seep, and David Turk(absent).

- 1. Call to Order:** Committee Chair Shaun Murphy-Lopez called the meeting to order.
- 2. Proof of Notification:** The Committee Chair Shaun Murphy-Lopez verified that the meeting had been properly noticed. Copies of the agenda were sent by email to all Committee members, WRCO and County department heads, a copy was posted on the Courthouse Bulletin Board and a copy was emailed to The Richland Observer and the Valley Sentinel.
- 3. Agenda Approval:** Motion by Couey, second by Gentes for approval of the Agenda. All Ayes. Motion carried. Eliminate item #6 Signatory for employee account (move to June), move item #14 to between #4 and #5, move item #10 between item #16-#17
- 4. Previous Meeting Minutes:** Motion by Murphy-Lopez, second by Couey to postpone the approval of the minutes for the May 4<sup>th</sup>, 2021 meeting of the Finance and Personnel Committee to June's meeting pending changes. All Ayes. Motion carried.
- 5. Finance and payroll computer (AS400) purchase\*:** Motion by Luck, second by Couey to approve purchase of IBM Power System 9009-41G EP50 4 Core Server (AS400) From Avenue Insights & Analytics, LLC and to purchase an APC UPS from CDW-G. All Ayes. Motion carried.
- 6. Bond Rating\*:** Motion by Couey, second by Luck to postpone until we have further information. All Ayes. Motion carried.
- 7. Treasurer reports\*:** Informational report only.
- 8. American Rescue Plan\*:** Motion by Brewer, second by Gentes to accept the Administrator's report on American Rescue Plan. All ayes, motion carried.
- 9. Capital projects and planning\*:** Motion by Luck, second by Couey to accept capital improvement and capital projects review prioritization list, as presented, with possible future stimulus funding is identified and appropriated. 5 Ayes (Luck, Gentes, Couey, Brewer & Murphy-Lopez), 1 Nay(Seep). Motion by Murphy-Lopez, second by Couey to amend the original motion reduce squad cars, represented in line 6, from 3 down to 2. 4 Ayes (Murphy-Lopez, Luck, Couey, Gentes) 2 Nays (Brewer, Seep). Motion Carried. Motion by Luck, second by Seep to amend the amendment to move the jail camera system to item 13 from item 18. Roll Call vote, 5 Ayes (Gentes, Couey, Luck, Murphy-Lopez, Brewer), 1 Nay(Seep). Motion carried.

10. **Pine Valley excess funds\***: Informational report only.
11. **Pine Valley reclassification of fiscal\***: Motion by Brewer, second by Seep to present a resolution to the County Board for reclassification of Fiscal Clerk (A) – from Pine Valley Wage Grade E (step 5 - \$17.56) to Pine Valley Wage Grade F (step 5 - \$19.85) – and a title change for Fiscal Clerk (A) to Payroll & Accounts Payable Clerk – AND – for reclassification of Fiscal Clerk (B) – from Pine Valley Wage Grade E (step 5 - \$17.56) to Pine Valley Wage Grade F (step 5 - \$19.85) – and a title change for Fiscal Clerk (B) to Billing Specialist”. 5 Ayes (Seep, Gentes, Couey, Brewer, Luck), 1 Nay (Murphy-Lopez). Motion carried
12. **Strategic challenges and goals tracking\***: Motion by Luck, second by Couey to accept proposed deviations to the Administrative Strategic Challenges and approve projects to concentrate administrative focus. All Ayes. Motion carried.
13. **Parks Reallocation of Fund 75 from Viola County Park to Pier Park\***: Motion by Murphy, second by Gentes to postpone discussions until we have costs on replacing the well at Viola Park & the stairs at Pier park. 4 Ayes, 1 Nay. Motion carried.
14. **HHS Staff recruitment and retention report\***: Motion by Seep, second by Gentes to accept and file report. All Ayes. Motion carried.
15. **Salary progression plan\***: Motion by Luck, second by Couey to implement Option #1 (age the wage schedule) effective the first day of the 1<sup>st</sup> 2022 payroll; and to incorporate into the 2022 budget preparation. All Ayes. Motion carried.
16. **Broadband Planning\***: Moved to June meeting.
17. **Future agenda items**: Broadband Planning (from May 21 meeting)
18. **Closed Session Pursuant Wisconsin State Statute 19.85 (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.** — Considering Performance Evaluation Data of a Sheriff's Department Employee - Proposal for extending probation. Motion by Couey second by Luck to move closed session. Voice vote: All Ayes. Motion carried.
19. **Return to open session**: Motion by Couey, seconded by Luck to return to open session. All Ayes. Motion Carried.
20. **Possible action on closed session**: Motion by Luck, 2 Couey to extend Sheriff's Department Employee's probationary period by 3 months. All Ayes. Motion carried.
21. **Adjournment**: Motion by Luck second by Couey, to adjourn until June 1<sup>st</sup> at 1pm in the County Boardroom.

Richland County Committee

Agenda Item Cover

**FINANCE AND PERSONNEL COMMITTEE**

**Agenda Item Name: TAX DEED PARCEL # 014-3440-1009**

<b>Department</b>	TREASURER	<b>Presented By:</b>	JULIE KELLER
<b>Date of Meeting:</b>	06/01/2021	<b>Action Needed:</b>	VOTE TO APPROVE
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	
<b>Date submitted:</b>	5/28/2021	<b>Referred by:</b>	

**Recommendation and/or action language:**

Motion to ... To approve the sale of Tax Deed Parcel # 014-3440-1009

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

Tax Deed parcel #014-3440-1009 is being presented for sale. The appraised value/minimum bid was set by the Property Committee at \$750.00. This parcel is located in Section 34 in the Town of Henrietta at the corner of Highway 80 and Mandt St. in Hub City.

**Attachments and References:**

--	--

**Financial Review:**

*(please check one)*

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

*(summary of current and future impacts)*

**Approval:**

JULIE KELLER

Department Head

**Review:**

*Clinton Langreck*

\_\_\_\_\_

Administrator, or Elected Office (if applicable)

**Richland County Finance and Personnel Committee**

**Agenda Item Cover**

**Agenda Item Name:** Length of Meetings

<b>Department</b>	County Board	<b>Presented By:</b>	Shaun Murphy-Lopez
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	None needed
<b>Disclosure:</b>	Open	<b>Authority:</b>	n/a
<b>Date submitted:</b>	June 1 <sup>st</sup> , 2021	<b>Referred by:</b>	n/a

**Recommendation and/or action language:**

None needed

**Background:**

Since meetings have been growing in length, this is a check-in with committee members to see if meetings need to be shortened, or the time of the meeting needs to be changed.

---

**Attachments and References:**

**Financial Review:**

(please check one)

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

*(summary of current and future impacts)*

**Approval:**

**Review:**

---

---

Department Head

Administrator, or Elected Office (if applicable)

---

**Richland County Finance & Personnel Committee**

**Agenda Item Cover**

**Agenda Item Name:** Broadband planning

<b>Department</b>	County Board	<b>Presented By:</b>	Melissa Luck
<b>Date of Meeting:</b>	May 21, 2021	<b>Action Needed:</b>	Possible Vote on a Motion
<b>Disclosure:</b>	Open	<b>Authority:</b>	
<b>Date submitted:</b>	May 18, 2021	<b>Refer to:</b>	UW Ag & Extension

**Recommendation and/or action language:** Motion to refer to the UW Agriculture and Extension Committee a recommendation to explore development, funding, and audience for a broadband survey similar to Iowa County that would be sent to Richland County households outside of the city of Richland Center.

**Background:**

There have been questions from citizens and board members pertaining to the Rural Broadband Expansion grants available the past few years from the State. The attached report (Attachment A) summarizes the grants that have been awarded in Richland County as well as what data is available on the status of broadband in Richland County.

The current PSC maps for broadband availability are not very accurate. There seems to be some hesitation on the part of providers to share detailed maps of where they have fiber in the ground. Although the maps are useful for general information, the information is not necessarily accurate. In an effort to gain detailed knowledge of what the actual status of broadband is in their county, the Iowa County Board sent out a survey to their residents asking specific questions about broadband availability and quality.

---

**Attachments and References:**

**Attachment A – Broadband Report**

**Attachment B – UW Extension Report**

**Financial Review:**

(please check one)

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

*(summary of current and future impacts)*

**Approval:**

**Review:**

\_\_\_\_\_

Department Head

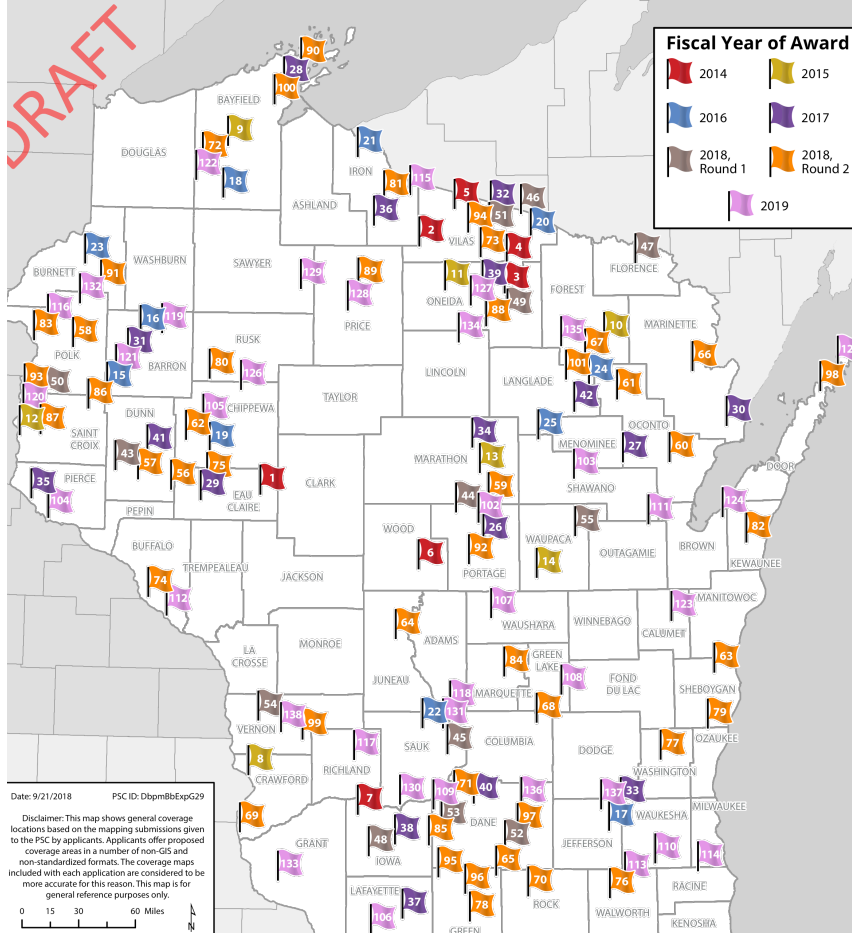
\_\_\_\_\_

Administrator, or Elected Office (if applicable)



# BROADBAND EXPANSION GRANT AWARDEES, FISCAL YEARS 2014 - 2019

\$20 Million in State Funding for Broadband Build-Out



# BROADBAND EXPANSION GRANT AWARDEES, FISCAL YEARS 2014 - 2019

Presented by the Wisconsin Broadband Office

Map Label	Project	Award Total	Map Label	Project	Award Total
1	FY 2014 - \$500,000 Awarded		68	FY 2018, Round 2 continued	
2	CCI Systems (Lake Eau Claire)	\$139,467	69	CenturyLink (Cambria Area)	\$174.1
3	CenturyLink (Trout Lake)	\$95,700	70	CenturyLink (City of Prairie du Chien)	\$60.4
4	ChoiceTel (Howe)	\$47,177	71	CenturyLink (Footville Area)	\$25.8
5	ChoiceTel (Howe)	\$68,313	72	CenturyLink (Town of Mazomanie)	\$105
6	Somerset Tel. Co. (Town of Somerset)	\$13,874	73	Chequamegon Comm. Co-op. (Town of Barnes, Phase 1)	\$190.0
7	TDS (Central State Tel. Co. (Crammond))	\$100,000	74	ChoiceTel (St. Germain Area)	\$150.2
8	WConnect Wireless	\$35,469	75	Cochrane Co-op. Tel. Co. (Town of Milton)	\$391.8
9	FY 2015 - \$452,579 Awarded		76	Eau Claire County (Chippewa Valley Project)	\$200.0
10	CenturyLink (Village of Ferrisville)	\$125,000	77	Edge Broadband/Whitewater Wideband LLC (Sugar Creek)	\$116.3
11	Chequamegon Comm. Co-op. (Bayfield County)	\$19,282	78	Ethoplex, LLC (Washington County)	\$82.4
12	Forest County Potawatomi Community	\$95,500	79	Green County Development Corporation	\$414.2
13	Oneida County EDC (Phase 1)	\$46,450	80	Hexis Comm. LLC (Town of Fredonia)	\$2.8
14	Somerset Tel. Co. (Town of Somerset)	\$80,000	81	Indianhead Tel. Co. d/b/a BEVCOMM (Island Lake Area)	\$134.5
15	Village of Weston	\$73,978	82	Iron County RDA (Phase 3)	\$47.9
16	Waupaca Online (Phase 1)	\$12,369	83	Kewaunee County	\$40.0
17	FY 2016 - \$1,500,000 Awarded		84	Lakeland Comm. (Town of Eureka, Phase 1)	\$156.0
18	Amery Telephone Co.	\$99,000	85	Marquette-Adams Tel. Co-op. (Town of Montello & Shields)	\$51.8
19	CenturyLink (Cumberland)	\$140,970	86	Mount Horeb Tel. Co. (Town of Brigham)	\$244.2
20	ChoiceTel (Sullivan)	\$145,558	87	Nextgen Comm., LLC (Town of Forest)	\$60.0
21	Chequamegon Comm. Co-op. (Town of Cable)	\$98,000	88	Northwest Community Comm. (Town of Saint Joseph)	\$160.0
22	Chippewa County, WIN, LLC	\$286,165	89	Oneida County EDC (Phase 4)	\$100.0
23	ChoiceTel (Town of Land O' Lakes, Phase 1)	\$249,093	90	Price County Tel. Co. (Town of Worcester)	\$250.2
24	Iron County RDA (Phase 1)	\$41,914	91	Red Cliff Band of Lake Superior Chippewa	\$224.7
25	Reedsburg Utility Commission	\$69,300	92	Siren Tel. Co. (Town of Lora)	\$10.0
26	Siren Tel. Co. (Village of Webster)	\$50,000	93	Solarus (Town of Grant & Plover)	\$170.7
27	Wittenberg Wireless (Silver Birch Ranch)	\$15,000	94	Somerset Tel. Co. (Town of Somerset, Phase 2)	\$99.0
28	Wittenberg Wireless (Village of Mattoon)	\$70,000	95	SonicNet, Inc. (Town of Plum Lake)	\$51.9
29	FY 2017 - \$1,500,000 Awarded		96	TDS/MT. Vernon Tel. Co. (New Glarus Area)	\$351.8
30	Amherst Tel. Co. (Portage County)	\$150,000	97	TDS/Utellco (Monticello Area)	\$492.9
31	CenturyLink (Berry Lake)	\$134,625	98	Town of Dunn (Hoyt Consulting)	\$31.1
32	CenturyLink (Big Top Chautauqua)	\$25,000	99	Town of Liberty Grove	\$118.7
33	CenturyLink (Hickory Park)	\$10,000	100	Vernon Comm. Co-op. (Rural Vernon County)	\$244.7
34	CenturyLink (City of Peshtigo)	\$39,900	101	Waypoint Experts, LLC (Northern Bayfield County)	\$144.2
35	Chibardun Tel. Co.	\$38,477	102	Wittenberg Wireless (Hollister & Packer Areas)	\$390.0
36	ChoiceTel (Town of Land O' Lakes, Phase 2)	\$131,475	103	FY 2019 - \$7,053,577 Awarded	
37	Ethoplex, LLC	\$7,886	104	Amherst Tel. Co. (Towns of Dewey & Hull, Phase 3)	\$314.3
38	Frontier North, Inc.	\$201,750	105	Bertram Comm. (Shawano County)	\$274.0
39	Hagar Telecom, Inc. d/b/a BEVCOMM	\$43,700	106	BEVCOMM/Hagar Telecom (Town of Diamond Bluff, Phase 2)	\$179.0
40	Iron County RDA (Phase 2)	\$79,101	107	Bloomer Tel. Co. (Bloomer School District, Phase 2)	\$151.8
41	Lafayette Development Corporation	\$86,084	108	Bug Tussel Wireless (Lafayette County)	\$308.3
42	MH Telecom, LLC (City of Dodgeville)	\$55,360	109	Bug Tussel Wireless (Town of Deerfield Area)	\$102.9
43	Oneida County EDC (Phase 2)	\$180,566	110	Bug Tussel Wireless (Little Green Lake)	\$102.9
44	TDS/Black Earth Tel. Co.	\$156,500	111	CenturyLink (Mazomanie)	\$15.2
45	24-7 Telcom, Inc. (Rusk)	\$67,500	112	CenturyLink (Mukwonago)	\$13.8
46	Wittenberg Wireless (White Lake)	\$92,000	113	CenturyLink (Seymour)	\$18.5
47	FY 2018, Round 1 - \$1,500,000 Awarded		114	Cochrane Co-op. Tel. Co. (Town of Milton, Phase 2)	\$300.2
48	24-7 Telcom, Inc. (Town of Menomonie - Irvington)	\$153,500	115	Edge Broadband/Whitewater Wideband (Sugar Creek, Phase 3)	\$217.9
49	Amherst Tel. Co. (Town of Hull, Phase 2)	\$170,000	116	e-vertgen.com (Town of Raymond)	\$56.3
50	CenturyLink (City of Baraboo)	\$167,300	117	Iron County RDA (Phase 4)	\$53.2
51	ChoiceTel (Land O' Lakes, Phase 3)	\$72,846	118	Lakeland Comm. (Town of Eureka, Phase 2)	\$168.0
52	Florence County (Fixed wireless)	\$66,712	119	LaValle Telephone Co-op. (Juneau & Richland Counties)	\$240.0
53	MH Telecom, LLC (Iowa County)	\$126,162	120	Marquette-Adams Tel. Co-op. (Towns of Dell Prairie & Newport)	\$145.2
54	Oneida County EDC (Phase 3)	\$45,000	121	Mosaic Telecom (Lake Desair Area)	\$400.0
55	Somerset Tel. Co. (Town of Star Prairie)	\$90,000	122	Norwest Comm. (Town of Somerset, Phase 3)	\$63.0
56	SonicNet, Inc. (Town of Conover)	\$6,776	123	Northwest Comm. (Town of Turtle Lake)	\$96.5
57	Town of Dunn (Charter cable)	\$106,395	124	Norvado/Chequamegon Comm. Co-op. (Town of Barnes, Phase 2)	\$640.0
58	TDS/Black Earth Tel. Co. (Town of Vermont)	\$285,917	125	Night Teleservices (Calumet County)	\$372.0
59	Vernon Comm. Co-op. (Fiber & fixed wireless)	\$176,587	126	Night Teleservices (Town of Green Bay Area)	\$113.1
60	Waupaca Online (Phase 2)	\$32,816	127	Night Teleservices (Washington Island)	\$304.4
61	FY 2018, Round 2 - \$7,688,982 Awarded		128	Nera (Town of Birch Creek)	\$250.0
62	24-7 Telcom, Inc. (Town of Rock Creek - Caryville)	\$70,000	129	Oneida County EDC (Phase 5)	\$117.5
63	24-7 Telcom, Inc. (Town of Weston)	\$120,000	130	Price County Tel. Co. (Phillips)	\$257.8
64	Amery Telephone, Inc. (Town of Apple River)	\$80,000	131	Price County Tel. Co. (Town of Winter)	\$46.0
65	Amherst Tel. Co. (Town of Bevent)	\$314,854	132	Reedsburg Utility Commission (River Valley)	\$305.5
66	Bayland Telephone, LLC d/b/a Night Teleservices	\$49,230	133	Reedsburg Utility Commission (Town of Delton)	\$137.7
67	Bertram Comm. LLC (Oconto County)	\$600,000	134	Starwire Technologies (Town of Clam Falls)	\$159.8
68	Bloomer Tel. Co. (Bloomer School District)	\$282,500	135	TDS/Farmers Tel. Co. (Town of Turtle Lake)	\$375.8
69	Brown County CLEC, LLC d/b/a Night Teleservices	\$177,895	136	Town of King (Charter)	\$372.2
70	Bug Tussel Wireless, LLC (Juneau County)	\$188,982	137	Town of Nashville (Northwoods Connect)	\$56.0
71	Bug Tussel Wireless, LLC (Town of Brooklyn)	\$102,982	138	Town of Sun Prairie (UpNetWI)	\$25.0
72	CCI Systems (Marathon County)	\$218,733	139	Town of Watertown (Northwoods Connect)	\$150.6
73	CCI Systems (Town of Wabeno - Trump Lake)	\$98,000	140	Vernon Comm. Co-op. (Vernon County, Phase 3)	\$309.2



Wisconsin Broadband Office, Public Service Commission of Wisconsin  
 psc.wi.gov PSCStateBroadbandOffice@wisconsin.gov  
 4822 Madison Yards Way, P.O. Box 7854, Madison, WI 53707-7854

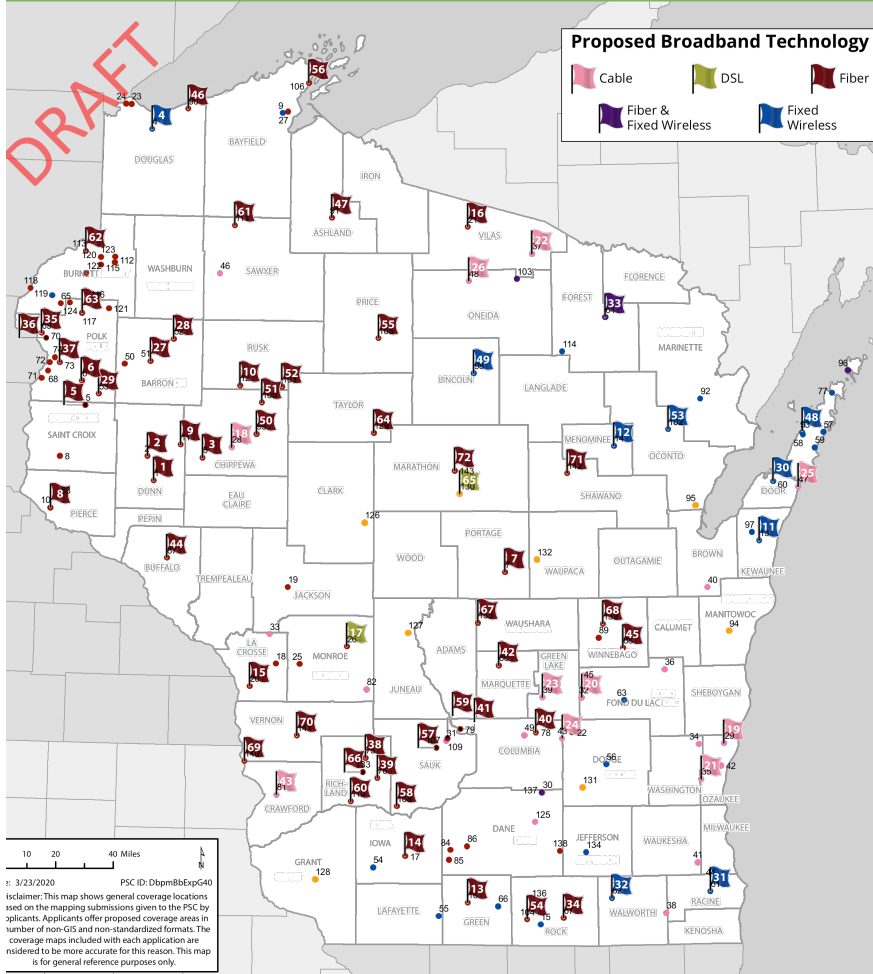


Wisconsin Broadband Office, Public Service Commission of Wisconsin  
 psc.wi.gov PSCStateBroadbandOffice@wisconsin.gov  
 4822 Madison Yards Way, P.O. Box 7854, Madison, WI 53707-7854



# BROADBAND EXPANSION GRANT AWARDEES, FISCAL YEAR 2020

Presented by the Wisconsin Broadband Office



# BROADBAND EXPANSION GRANT AWARDEES, FISCAL YEAR 2020

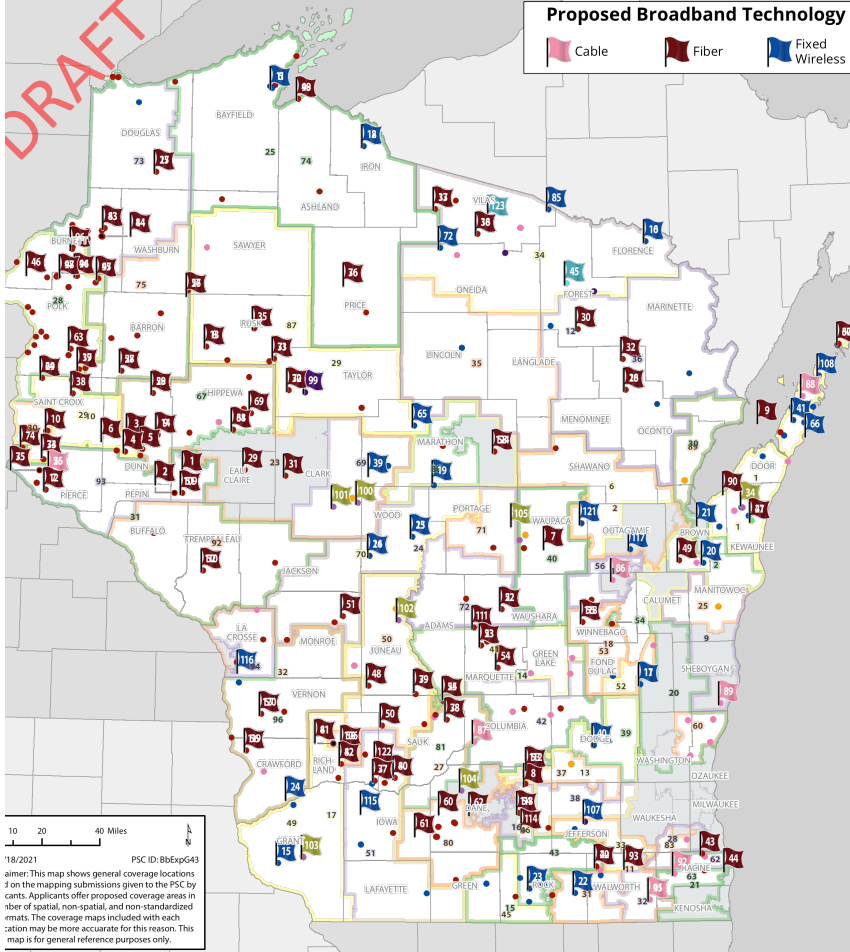
Presented by the Wisconsin Broadband Office

Map Label	Project	Request Total	Map Label	Project	Request Total
1	24-7 Telcom, Inc. #1 (Chippewa)	\$273,300	37	Lakeland Comm. #6 (T. St. Croix Falls, Deer Lake)	\$41,800
2	24-7 Telcom, Inc. #2 (T. Sherman)	\$680,000	38	LaValle Tel. Coop. #1 (T. Rockbridge, Phase 2)	\$399,000
3	24-7 Telcom, Inc. #3 (T. Wheaton)	\$79,500	39	LaValle Tel. Coop. #2 (STH 58)	\$290,000
4	Airfiber, Inc. (Douglas Co.)	\$140,000	40	Marquette-Adams Tel. Coop. #1 (T. Marcellon, Randolph, & Scott)	\$193,600
5	Amery Telcom, Inc. #1 (T. Cylon)	\$82,250	41	Marquette-Adams Tel. Coop. #2 (T. Newport)	\$172,800
6	Amery Telcom, Inc. #2 (T. Lincoln)	\$81,000	42	Marquette-Adams Tel. Coop. #3 (T. Newton)	\$116,800
7	Amherst Tel. Co. (T. Buena Vista & Dayton)	\$478,985	43	Mediacom LLC #1 (Co. Crawford)	\$256,600
8	BEVCOMM / Hager Telecom (T. Diamond Bluff, Phase 3)	\$444,211	44	Nelson Comm. (Gehrke Road)	\$12,500
9	Bloomer Tel. Co. (T. Colfax)	\$608,538	45	Northern Tel. & Data #1 (EAA Grounds)	\$199,700
10	Bruce Tel. Co. (Chippewa Ave.)	\$36,307	46	Norvado/Chequamegon Comm. Co-op. #1 (T. Cloverland)	\$443,000
11	Bug Tussel Wireless #1 (Co. Kewaunee)	\$960,000	47	Norvado/Chequamegon Comm. Co-op. #2 (STH 13)	\$392,000
12	Bug Tussel Wireless #2 (Menominee Indian Tribe of WI.)	\$756,000	48	Nsight Teleservices #2 / Bayland Tel. (V. Egg Harbor)	\$48,900
13	Bug Tussel Wireless #4 / Hilbert Comm., LLC (Green County)	\$1,000,371	49	Nsight Teleservices #7 / Brown County C-LEC, LLC (Co. Langlade & Lincoln)	\$358,200
14	Bug Tussel Wireless #5 / Hilbert Comm., LLC (Iowa County)	\$732,310	50	Ntera #1 (T. Arthur & Estella)	\$397,600
15	CenturyLink #3 (Boma Coulee)	\$35,676	51	Ntera #2 (Cranberry Lake)	\$63,100
16	CenturyLink #4 (Boulder Junction)	\$1,624,094	52	Ntera #3 (V. Sheldon)	\$238,600
17	CenturyLink #9 (Tomah)	\$11,010	53	Oconto County EDC (Phase 2)	\$182,000
18	Charter Comm. #1 (T. Anson)	\$49,000	54	Orfordville, Town of	\$303,200
19	Charter Comm. #2 (T. Belgium)	\$8,658	55	Price County Tel. Co. (T. Prentice)	\$950,000
20	Charter Comm. #5 (V. Fairwater)	\$76,744	56	Red Cliff Band of Lake Superior Chippewa Indians	\$107,600
21	Charter Comm. #8 (T. Jackson)	\$54,716	57	Reedsburg Utility Commission #1 (T. Excelsior)	\$173,000
22	Charter Comm. #10 (T. Lincoln & Washington)	\$133,645	58	Reedsburg Utility Commission #2 (River Valley, Phase 2)	\$542,500
23	Charter Comm. #12 (V. Marquette)	\$341,461	59	Reedsburg Utility Commission #3 (Vanhy & Reedsburg Roads)	\$182,500
24	Charter Comm. #16 (V. Randolph)	\$104,034	60	Richland Grant Tel. Coop. (STH 80)	\$405,000
25	Charter Comm. #20 (T. Sturgeon Bay)	\$188,044	61	Sawyer County & Lac Courte Oreilles EDC (Co. Sawyer)	\$41,400
26	Charter Comm. #21 (T. Woodruff)	\$16,500	62	Siren Tel. Co. #2 (Hayden Rd. & Yellow River)	\$152,400
27	Chibardun Tel. Coop. #2 (T. Barron)	\$71,163	63	Starwire Technologies #3 (T. Clam Falls, Phase 3)	\$300,500
28	Chibardun Tel. Coop. #3 (Tuscobia)	\$123,423	64	TDS #4 / Midway Tel. Co., LLC (Stetsenville)	\$265,400
29	Clear Lake Tel. Co. (V. Clear Lake)	\$350,000	65	TDS #5 / Mosinee Tel. Co., LLC (Mosinee)	\$1,058,600
30	Door County Broadband LLC #4 (T. Nasaewaupsee)	\$65,282	66	Tech Com (Co. Richland)	\$228,000
31	e-vergent.com (T. Raymond & V. Yorkville)	\$248,458	67	Union Telephone (T. Coburn & Hancock)	\$598,800
32	Edge Broadband / Whitewater Wideband (Lake Lorraine, North & Turtle Lakes)	\$283,467	68	US Internet (Co. Winnebago)	\$2,250,000
33	Forest County	\$939,200	69	Vernon Comm. Co-op. #1 (V. De Soto)	\$129,500
34	Janesville, City of	\$114,230	70	Vernon Comm. Co-op. #2 (Co. Vernon, Phase 4)	\$472,600
35	Lakeland Comm. #2 (T. Eureka, Phase 3)	\$153,100	71	Wittenberg Tel. Co. #1 (V. Bowler)	\$457,500
36	Lakeland Comm. #3 (T. Eureka, Phase 4)	\$187,825	72	Wittenberg Tel. Co. #2 (C. Marathon City)	\$36,900

# BROADBAND EXPANSION GRANT AWARDEES, FISCAL YEAR 2021

Presented by the Wisconsin Broadband Office

DRAFT



Wisconsin Broadband Office, Public Service Commission of Wisconsin  
 psc.wi.gov PSCStateBroadbandOffice@wisconsin.gov  
 4822 Madison Yards Way, P.O. Box 7854, Madison, WI 53707-7854



# BROADBAND EXPANSION GRANT AWARDEES, FISCAL YEAR 2021

Presented by the Wisconsin Broadband Office

DRAFT

Map Label	Project	Request Total	Map Label	Project	Request Total
1	24-7 Telcom, Inc. (T. Brunswick - CTH Z)	\$105,725	30	Nsight (Washington Island, Phase 2)	\$297,600
2	24-7 Telcom, Inc. (T. Drammen - West)	\$709,700	31	Nterra (Chippewa County)	\$242,100
3	24-7 Telcom, Inc. (T. Menomonie - CTH BB)	\$320,300	32	Nterra (Gilman)	\$320,500
4	24-7 Telcom, Inc. (T. Menomonie - Irvington West)	\$335,160	33	Nterra (Sheldon)	\$194,400
5	24-7 Telcom, Inc. (T. Red Cedar)	\$467,250	34	Pierce Pepin Co-op. Services (Beldenville)	\$473,200
6	Bayfield Wireless (Co. Bayfield)	\$472,539	35	Pierce Pepin Co-op. Services (Trimbelle)	\$316,100
7	Bevcomm / Hager Telecom (T. Hartland & Trenton)	\$307,686	36	Price County Tel. Co. (Soo Lake)	\$1,590,400
8	Bevcomm / Indianhead Tel. Co. (Potato Lake)	\$461,929	37	Reedsburg Utility Comm. (Bear Valley - STH 130)	\$327,000
9	Bloomer Tel. Co. (T. Colfax, Phase 2)	\$947,548	38	Reedsburg Utility Comm. (T. Fairfield)	\$355,000
0	Bug Tussel Wireless (Co. Florence)	\$227,248	39	Reedsburg Utility Comm. (T. Lyndon)	\$40,000
1	Bug Tussel Wireless (Co. Fond du Lac)	\$213,472	40	Reedsburg Utility Comm. (River Valley, Phase 3)	\$334,300
2	Bug Tussel Wireless (Co. Iron)	\$511,627	41	Richland Grant Tel. Coop. (CTH Z)	\$500,000
3	Bug Tussel Wireless (Co. Wood)	\$492,988	42	Richland Grant Tel. Coop. (STH 80, Phase 2)	\$690,000
4	Bug Tussel Wireless (Co. Wood - Southwest - Pittsville SD)	\$499,233	43	Siren Tel. Co. (Green Lake & Voyager Village)	\$278,400
5	CCI Systems, Inc. (T. Solon Springs & Gordon)	\$326,858	44	Siren Tel. Co. (Sand Lake)	\$320,000
6	CCI Systems, Inc. (Green Lake, T. Mountain)	\$66,897	45	Spectrum Mid-America - fka Charter Comm. (T. Lyons)	\$142,500
7	CenturyLink (Boulder Junction, Phase 2)	\$2,225,032	46	Starwire Technologies (T. Clam Falls - North, Phase 3)	\$282,200
8	ChoiceTel (T. St. Germain, Phase 2)	\$598,925	47	Starwire Technologies (Indian Creek & Spencer Lake)	\$315,200
9	Clear Lake Tel. Co. (Clear Lake)	\$400,000	48	Starwire Technologies (West Sweden)	\$297,500
0	Edge Broadband / Whitewater Wideband (Whitewater Lake)	\$537,093	49	Superior Connections (Bad River Communities)	\$1,871,600
1	Hilbert Communications (Co. Kewaunee)	\$1,402,537	50	Tech Com (Co. Richland, Phase 2)	\$342,000
2	Marquette-Adams Tel. Co-op. (T. Dakota & Wautoma)	\$162,543	51	Tri-County Comm. Co-op. (T. Drammen - East)	\$739,400
3	Marquette-Adams Tel. Co-op. (T. Harris & Westfield)	\$164,242	52	Tri-County Comm. Co-op. (Newcomb Valley)	\$151,100
4	Marquette-Adams Tel. Co-op. (T. Newport, Phase 2)	\$94,064	53	UpNetWI, LLC (T. Bristol)	\$182,600
5	Midcontinent Comm. (Ellsworth)	\$83,169	54	UpNetWI, LLC (T. Cottage Grove)	\$86,600
6	Mosaic Technologies (T. Cedar Lake)	\$1,263,791	55	US Internet (Light the Lake, Phase II)	\$1,526,600
7	Mosaic Technologies (T. New Haven & Prairie Farm)	\$946,819	56	Vernon Comm. Co-op. (Crawford County)	\$172,500
8	Mosaic Technologies (T. Otter Creek & Sand Creek)	\$960,218	57	Vernon Comm. Co-op. (Vernon County, Phase 5)	\$395,400
9	Northwest Comm. / Somerset Tel. Co. (T. Star Prairie)	\$168,000	58	Wittenberg Tel. Co. (Co. Marathon)	\$172,800
<b>GRANT AWARD TOTAL</b>		<b>\$28,431,730</b>			

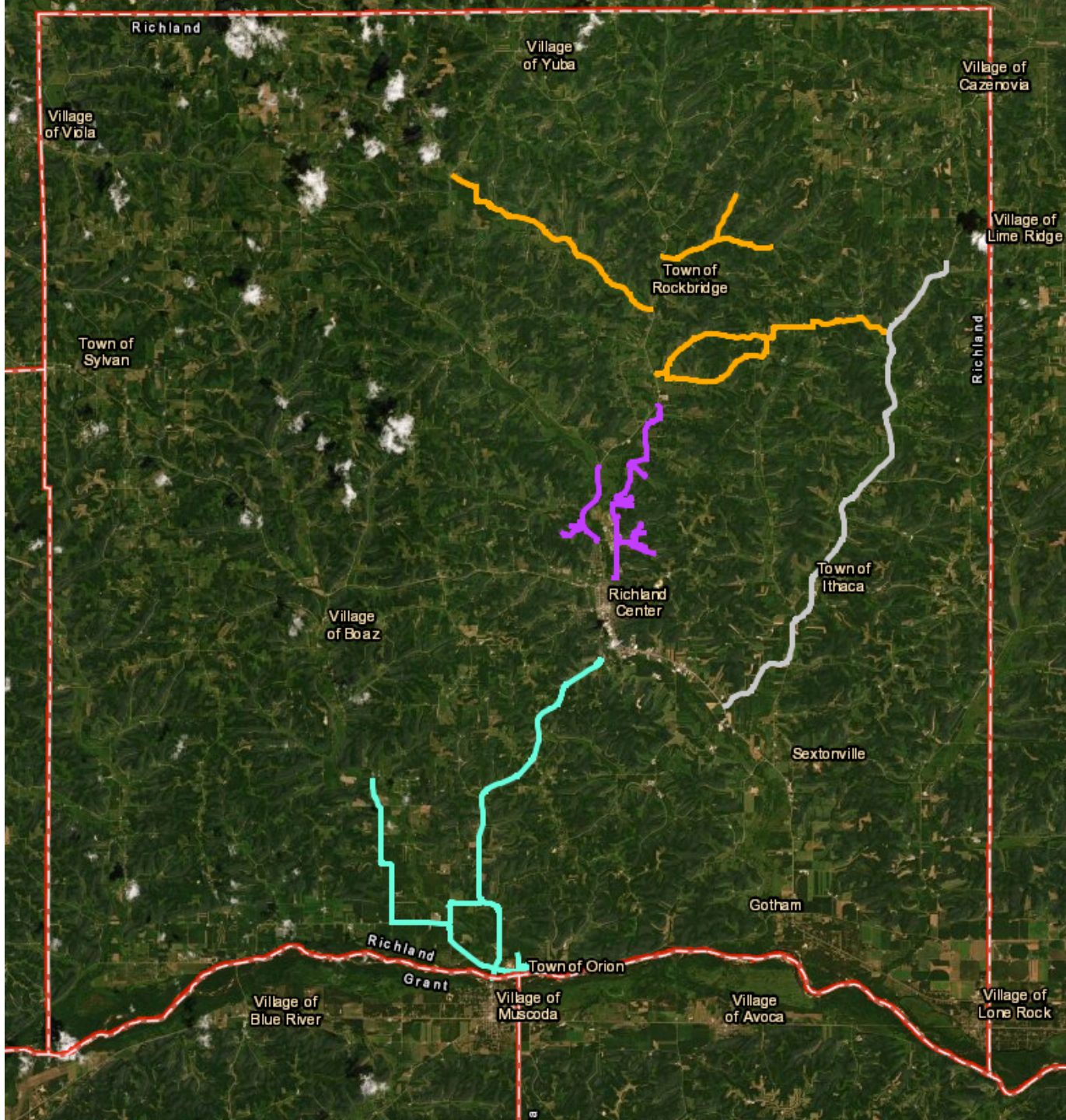


Wisconsin Broadband Office, Public Service Commission of Wisconsin  
 psc.wi.gov PSCStateBroadbandOffice@wisconsin.gov  
 4822 Madison Yards Way, P.O. Box 7854, Madison, WI 53707-7854



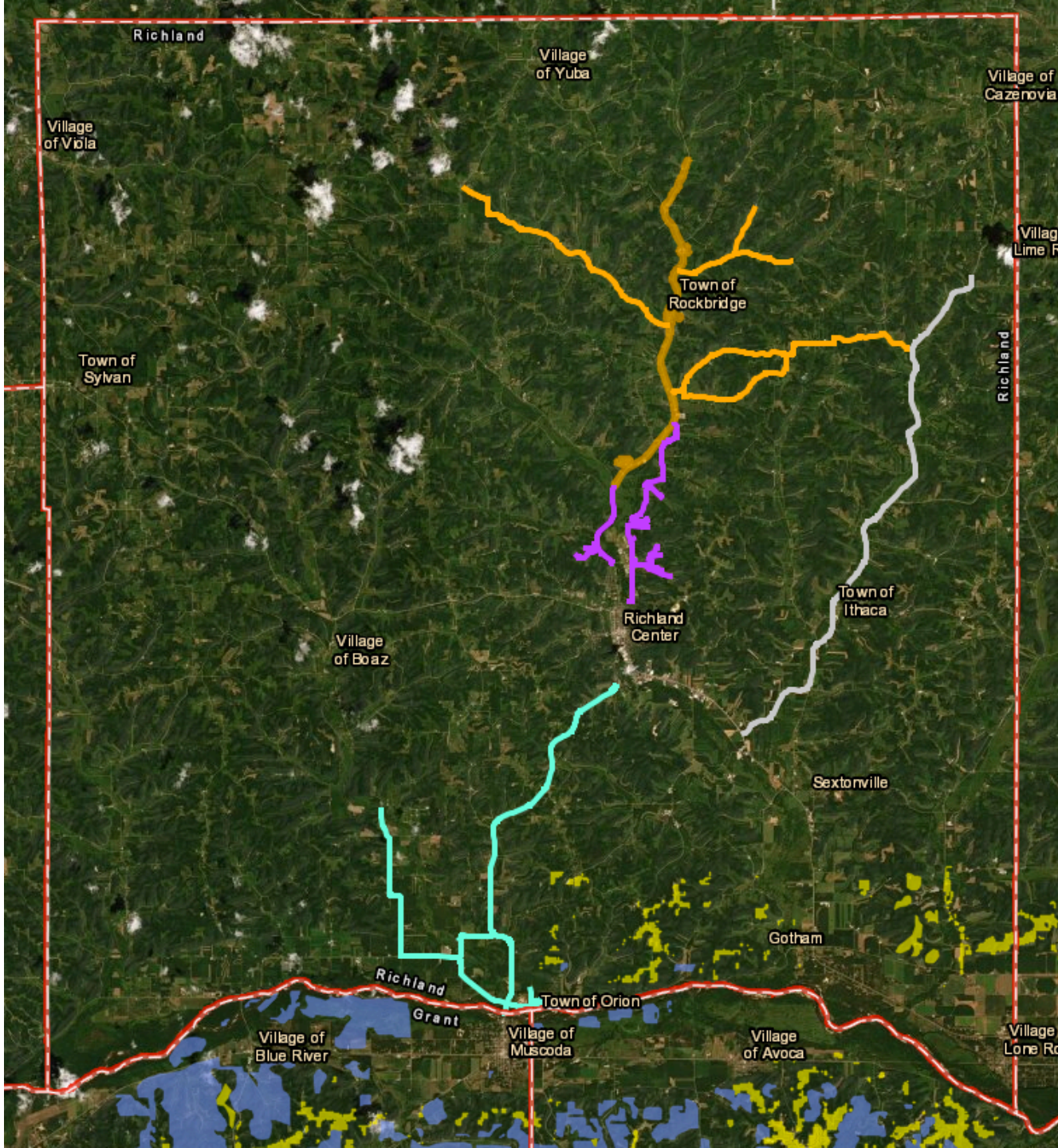


2021  
Grant  
Awards





2021  
Grant  
Award  
Service  
Areas



Year	Provider/Area	Description
2019	<b>LaValle Telephone Cooperative</b> Towns of Henrietta, Rockbridge and SevenMile Creek	This project will build a FTTP service in the Towns of Henrietta and Rockbridge, in Richland County southwest of La Salle, and in the Town of Seven Mile Creek, in Juneau County northeast of La Salle. <b>The project will build past 6 businesses and 95 homes.</b>
2020	<b>LaValle Telephone Cooperative</b> Highway 58	This project will build Fiber to the Premises service <b>past 10 businesses and 116 residential locations</b> along Highway 58, in the Towns of Ithaca and Willow in Richland County, between Highway 14 southeast of Richland Center to County Highway K northeast of Lloyd.
2020	<b>LaValle Telephone Cooperative</b> Town of Rockbridge, Phase II	This project will build Fiber to the Premises service <b>past 10 businesses and 165 residential locations</b> along three county roads off of Highway 80, in the Town of Rockbridge in Richland County. The project builds on the FY 2019 LaValle Telephone Coop Rockbridge Phase I project, and will connect the LaValle Highway 58 project just north of Lloyd if both projects are funded.
2020	<b>Richland-Grant Tel. Coop</b> Highway 80 fiber project	This project will build Fiber to the Premises service <b>past 10 businesses and 140 residential locations</b> in Richland County. The project will bury fiber along Highway 80 from Muscoda to Richland Center, and along Highway 60 from Muscoda and Orion to County Road E and north on E to Basswood.
2020	<b>Tech Com, Inc.</b> Richland County fiber project	This project will build Fiber to the Premises service along several roads outside of Richland Center in Richland County. The project will build past <b>10 businesses and 112 residential locations</b> . This is one of four projects submitted by LaValle/Tech Com/Richland-Grant to build fiber service in Richland County.
2021	<b>Reedsburg Utility Commission</b> Highway 130 and Bear Valley fiber project	This project will build a Fiber-To-The-Premises (FTTP) service <b>past 10 business and 123 residential locations</b> adjacent to Highway 130 in the Town of Buena Vista in southeast Richland County.
2021	<b>Richland-Grant Tel. Coop</b> Cty Rd Z Fiber project	This project will build a Fiber-To-The-Premises (FTTP) service <b>past 6 business and 139 residential locations</b> along County Road Z between CTH 14 and CTH 56 in the Towns of Dayton and Marshall in Richland County.
2021	<b>Richland-Grant Tel. Coop</b> Hwy 80 corridor Phase II fiber project	This project will build a Fiber-To-The-Premises (FTTP) service <b>past 5 business and 220 residential locations</b> adjacent to CTH80 between Boaz and Richland Center, in the Towns of Dayton and Eagle in Richland County. This project is an extension off of the FY 2020 Richland-Grant Highway 80 project
2021	<b>Tech Com, Inc</b> Richland County Phase II fiber project	This project will build a Fiber to the Premises service <b>past 5 business and 150 residential locations</b> northwest of Richland Center along County A from Hwy 80 to County Road Z, and from Hwy 56 to Hwy 14, in the Towns of Dayton, Marshall, Richland and Rockbridge, in Richland County. This project builds on the FY 2020 Tech Com Richland County fiber project.
	<b>TOTAL</b>	<b>72 BUSINESSES</b>
		<b>1260 RESIDENTIAL LOCATIONS</b>

FISCAL YR	Service Provider/Area	AWARD	MATCH
2019	LaValle Telephone Co-op. (Juneau & Richland Counties)	\$240,000	\$254,000
2020	LaValle Tel. Coop. #1 (T. Rockbridge, Phase 2)	\$399,000	\$399,000
	LaValle Tel. Coop. #2 (STH 58)	\$290,000	\$296,000
	Richland Grant Tel. Coop. (STH 80)	\$405,000	\$405,000
	Tech Com (Co. Richland)	\$228,000	\$228,500
2021	Reedsburg Utility Comm. (Bear Valley- STH 130)	\$327,000	\$533,300
	Richland Grant Tel. Coop. (CTH Z)	\$500,000	\$750,000
	Richland Grant Tel. Coop. (STH 80, Phase 2)	\$690,000	\$1,035,000
	Tech Com (Co. Richland, Phase 2)	\$342,000	\$343,000
	<b>SUBTOTALS</b>	<b>\$3,421,000</b>	<b>\$4,243,800</b>
	<b>TOTAL INVESTMENT IN BROADBAND EXPANSION IN RICHLAND COUNTY SINCE 2019</b>	<b>\$7,664,800</b>	



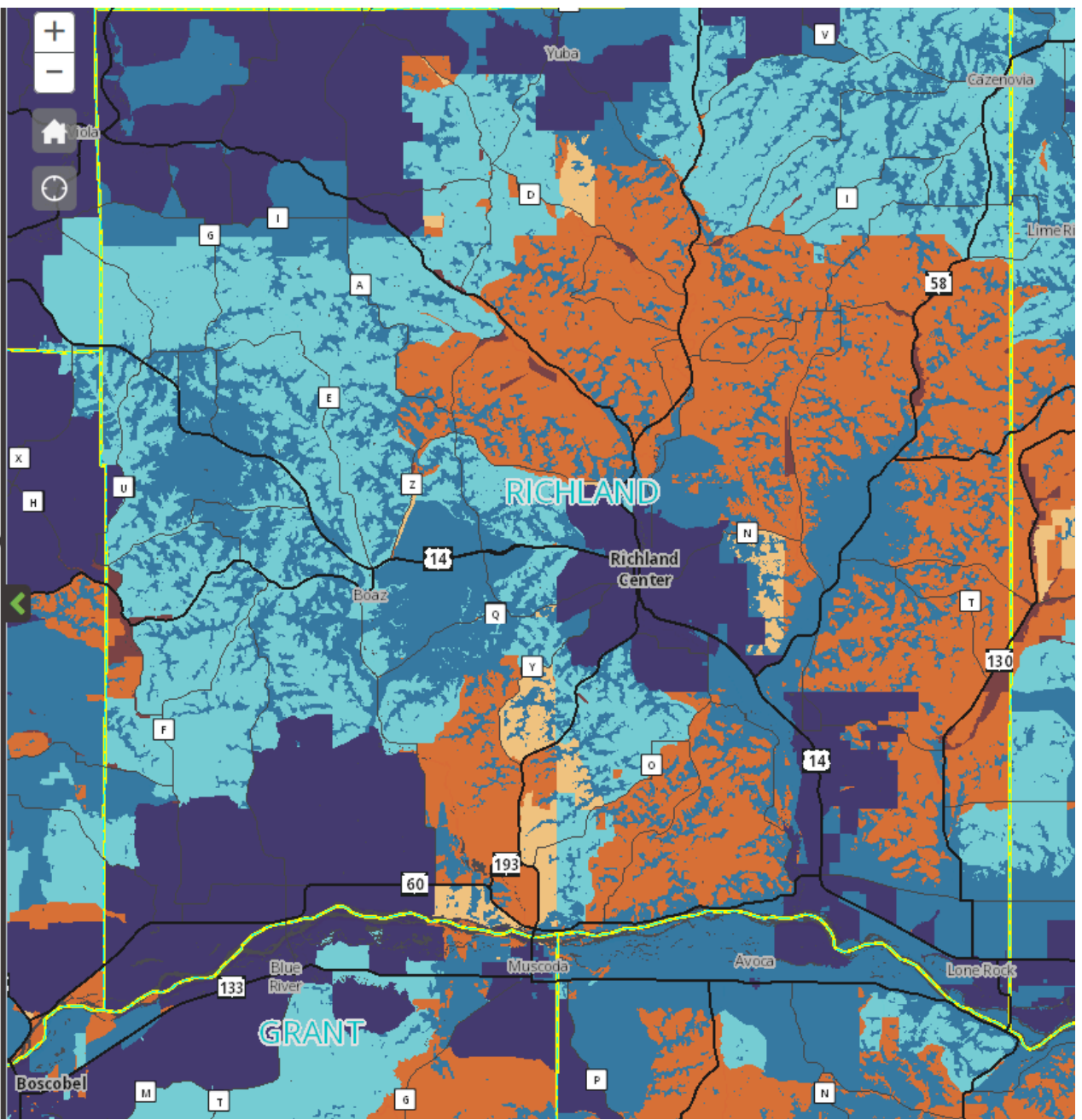
Layers

- Reference Overlay ≡
- Fixed Internet Speeds ≡
- Wireline Download Speed ≡
- Wireline Upload Speed ≡
- Fixed Wireless Download Speed ≡
- Fixed Wireless Upload Speed ≡
- Mobile Coverage ≡
- Broadband Expansion Grant "Unserved" Guideline ≡
- Broadband Expansion Grant "Underserved" Guideline ≡
- Broadband Expansion Grant "Served" Guideline ≡
- Identify Providers ≡

Legend

Fixed Internet Speeds

- 100+ Mbps Download / 20+ Mbps Upload
- 25+ Mbps Down / 3+ Mbps Up
- 10+ Mbps Down / 1+ Mbps Up
- 5+ Mbps Down / 0.6+ Mbps Up
- < 5 Mbps Down / < 0.6 Mbps Up
- No Known Internet Coverage







Maple Valley Rd

If present, click on white arrows at right to see more local providers. ▶ □ ✕

### Wireline Access

**Provider Name** RICHLAND-GRANT TELEPHONE  
COOPERATIVE, INC

**Connection Type** ADSL2, ADSL2+

**Technology** Wireline

**Advertised Download Speed** 15.0 Mbps

**Advertised Upload Speed** 1.0 Mbps

**Coverage Data Last Updated** June 30, 2020

**Coverage Data Source** Provider Submission

**Within CAF-II Subsidized Area?** No

**Within CAF-II Auction Area?** No

**Within ACAM Subsidized Area?** Yes

Result ID **11429122626**



**RESULTS**



**SETTINGS**



**DOWNLOAD** Mbps

80.15



**UPLOAD** Mbps

57.38

Layers

- Reference Overlay
- Fixed Internet Speeds
- Wireline Download Speed
- Wireline Upload Speed
- Fixed Wireless Download Speed
- Fixed Wireless Upload Speed
- Mobile Coverage
- Broadband Expansion Grant "Unserved" Guideline
- Broadband Expansion Grant "Underserved" Guideline
- Broadband Expansion Grant "Served" Guideline
- Identify Providers

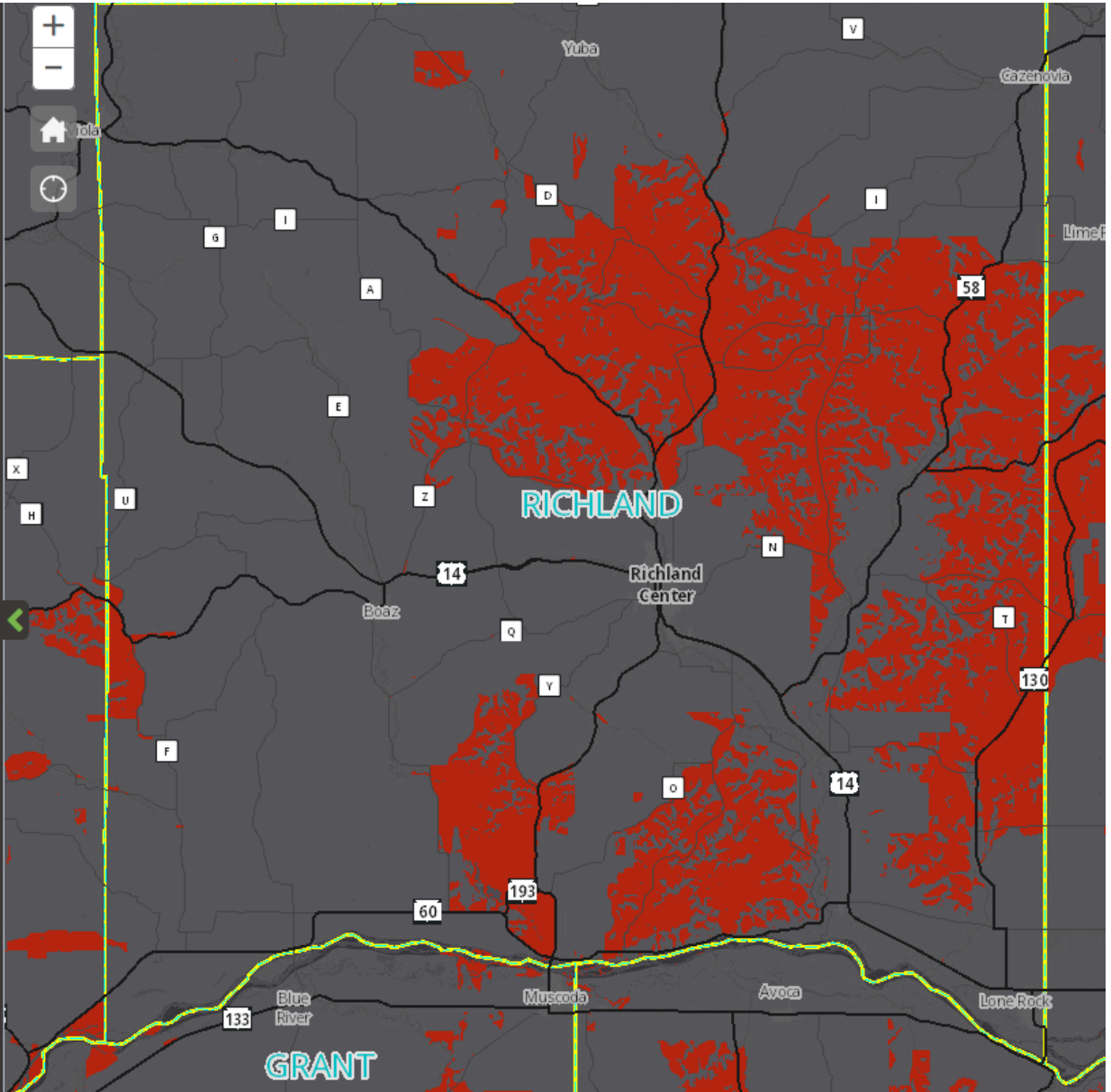
Legend

Broadband Expansion Grant "Unserved" Guideline

Fixed Internet Options with Speeds of < 5 Mbps Down / < 0.6 Mbps Up or No Coverage



Wisconsin Broadband Map

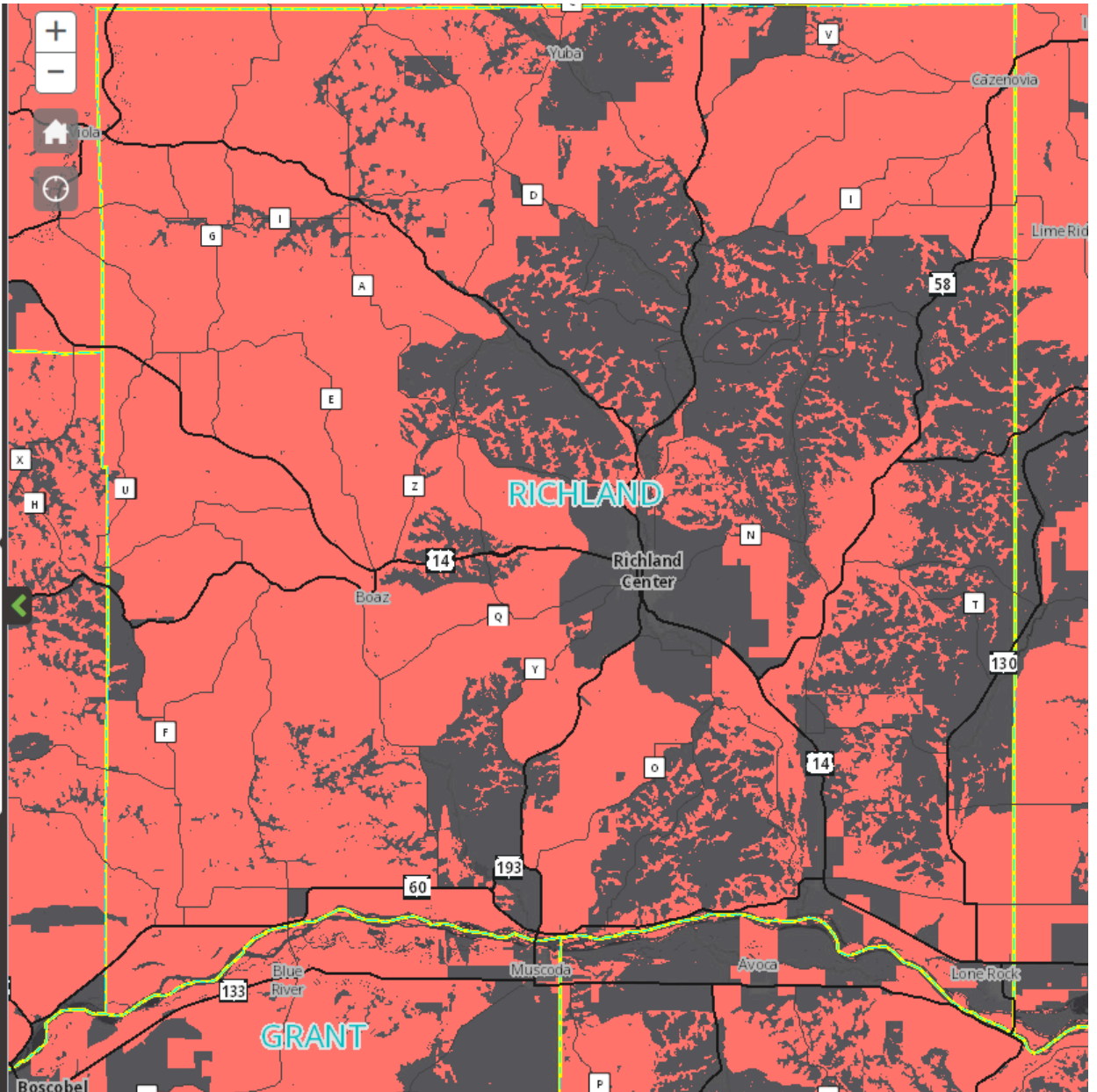


Layers

- Reference Overlay
- Fixed Internet Speeds
- Wireline Download Speed
- Wireline Upload Speed
- Fixed Wireless Download Speed
- Fixed Wireless Upload Speed
- Mobile Coverage
- Broadband Expansion Grant "Unserved" Guideline
- Broadband Expansion Grant "Underserved" Guideline
- Broadband Expansion Grant "Served" Guideline
- Identify Providers

Legend

Broadband Expansion Grant  
"Underserved" Guideline  
0 or 1 Fixed Internet Options for 25+ Mbps  
Down / 3+ Mbps Up



Wisconsin Broadband Map

Public Service Commission of Wisconsin

Layers

- Reference Overlay
- Fixed Internet Speeds
- Wireline Download Speed
- Wireline Upload Speed
- Fixed Wireless Download Speed
- Fixed Wireless Upload Speed
- Mobile Coverage
- Broadband Expansion Grant "Unserved" Guideline
- Broadband Expansion Grant "Underserved" Guideline
- Broadband Expansion Grant "Served" Guideline
- Identify Providers

Legend

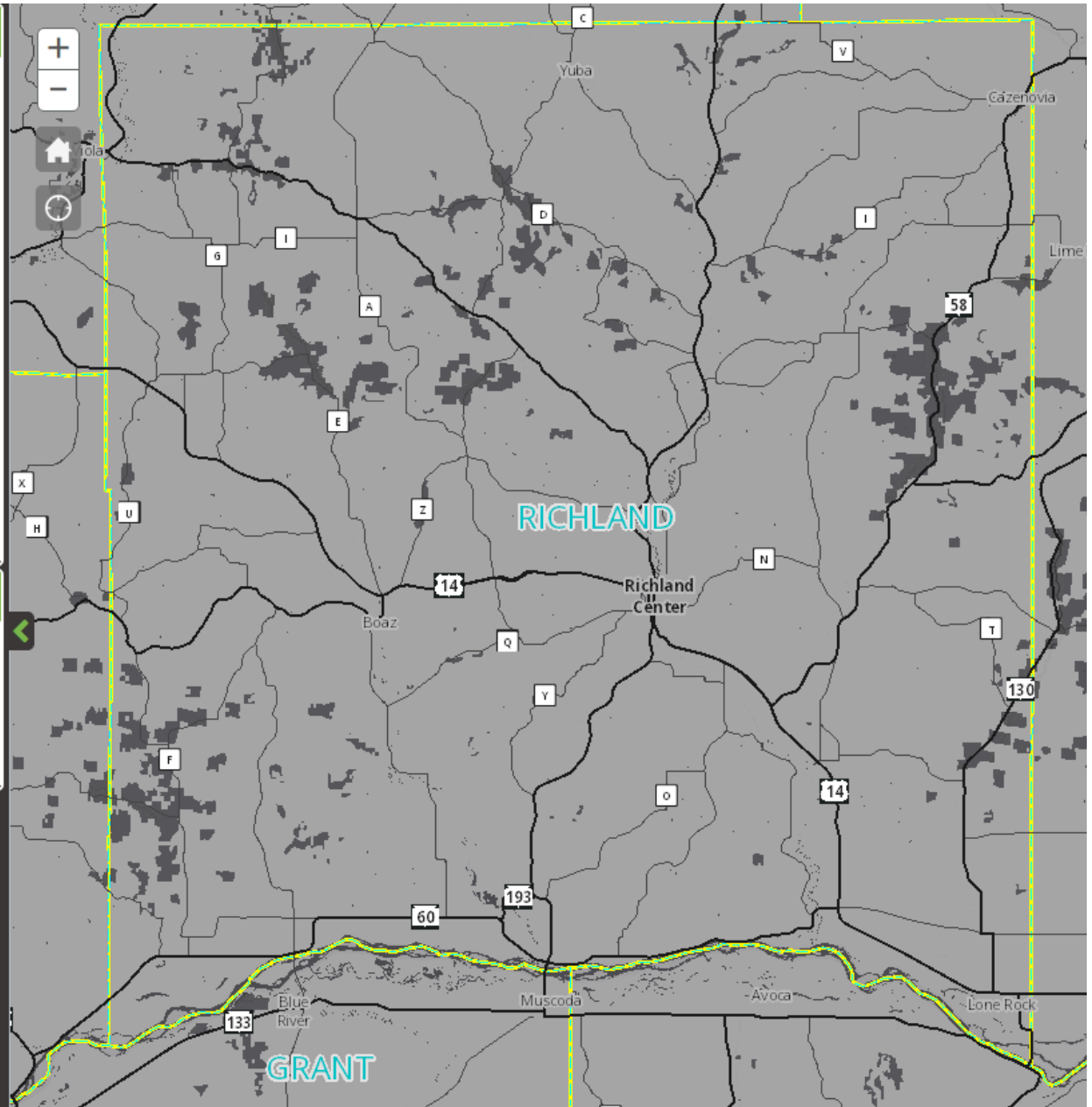
Mobile Coverage

Advertised Access in Wisconsin



Wisconsin Broadband Map

Public Service Commission of Wisconsin  
Wisconsin Broadband Office



US Census Bureau

Number of households in Richland County 2019 7,538

Number of households in Richland Center 2019 2,032

Total postcards to send =  $5506 \times \$0.36 = \$1982.16$

If send full survey (~6 double sided pages) @ \$0.55 = \$3028.30

Maps:

Southwest Wisconsin Regional Planning Commission

<https://swwrpc.maps.arcgis.com/apps/webappviewer/index.html?id=7f1d753b0a634c1ba3a2cc18634196cf>

Public Service Commission Maps

<https://maps.psc.wi.gov/apps/WisconsinBroadbandMap/>



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
IOWA COUNTY

303 W. Chapel Street  
Dodgeville, WI 53533

**IMPORTANT:**

**Iowa County  
Broadband Internet  
Survey**

**PLEASE! We NEED your HELP!**

---

--- Please fold along this line ---



**If you can take this survey online, we encourage you to do so.**

Type the URL below in to your browser window.

<https://bit.ly/35GrN1N>

Or **scan the QR Code below** with your smartphone.

If you chose to do your survey online, you save us time and money as we collect the data, analyze it, and use it to create opportunities for broadband improvements in Iowa County. Thanks for your participation!



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
IOWA COUNTY





## Iowa County Broadband Internet Survey

COVID-19 (Coronavirus) has changed the world we live in dramatically. Earlier this year, Safer-at-Home orders forced most of us to think differently, act differently, learn differently, conduct our daily lives differently, and work differently. One resource/service that has been in the spotlight as many have been mostly confined to our homes, is **broadband internet access**.

Whatever your situation is related to broadband internet access, we know there are challenges and opportunities for improvement. Without reliable and affordable broadband internet, our communities will fall behind in attracting and retaining residents and providing quality jobs, and our kids will lack access to opportunities that other school districts are building upon.

Iowa County Government and its many partners have been looking at options and potential solutions to our broadband challenges and are proactively moving forward on many fronts. To understand the needs, **we must have sound data about our situation as it exists now, and where we need improvements**.

The questions we need to address are what really exists in Iowa County for access to broadband internet, and how is the quality of that resource. That information is essential to moving forward with better options and new solutions. This data will be valuable as we apply for **grants**, look for other **partners and financial resources**, and develop plans to **attract existing and new broadband internet service providers**.

Iowa County, with the help of the **University of Wisconsin-Madison, Division of Extension**, is conducting this survey to collect data on the availability, use, and demand for broadband internet services. Results from this survey will help support efforts to expand and improve access and quality of broadband internet services in Iowa County.

To have the most useful information, we are requesting your complete address. We promise we will not share your address publicly but will use it as a way of mapping the internet services for the county. Survey results will be reviewed and reported in a way that **protects your individual anonymity**. If you have questions about the survey, please visit our website at [www.iowa.extension.wisc.edu](http://www.iowa.extension.wisc.edu) or by phone at 608-930-9850.

The survey will take approximately 10-15 minutes. **Please complete the survey and return it by October 30, 2020**. We appreciate your time and the information you are sharing. **You can help make this change!** If you are able to do the survey online, go to <https://bit.ly/35GrN1N>.

### Understanding Broadband Terminology:

Broadband internet service is a form of high-speed internet access. The latest development in broadband internet service is the incorporation of wireless capabilities. Wireless broadband internet service is exactly what the name implies: it is your high-speed internet access without



cables or wires. The versatility of wireless internet has consumers demanding the service at an increasing rate. They want it **in their home**, at their office, even at their local coffee shop.

**Wireless Broadband Network:** A term you may recognize in association with wireless broadband internet service includes wireless broadband network. A wireless network is a single broadband internet arrangement established for your home or office. It requires several pieces of equipment and requires you to subscribe (pay for) to the broadband services on a continual (usually monthly) basis. You cannot utilize your wireless broadband network and equipment without an ongoing broadband service. Together, the wireless devices and the broadband internet service make up your wireless broadband network.

**Wireless Broadband Mobile:** Wireless internet connectivity in cell phones is growing in popularity as well. Cell phones, and other devices featuring windows mobile applications, are now all being designed with advanced wireless technology. This allows them the ability to connect to a wireless broadband internet service within a broadband network, or to the internet via their own cellular phone network.

**For the purposes of this survey, we want to know about your access/availability to a wired or wireless broadband internet service as part of a broadband network in your home. If you are utilizing a cell phone or other mobile broadband devices (hotspots, etc.), we do NOT consider that to be subscribing (paying for every month) to broadband internet services.**

**This survey is for property you may own in IOWA COUNTY, Wisconsin. If you received more than one survey in the mail, it means you own more than one tax parcel in Iowa County. If this is the case, feel free to fill out the survey for each tax parcel (to the best of your abilities) as it pertains to broadband internet accessibility at that address location.**

### **Demographic Information:**

1. Please list your complete street address of **your Iowa County, Wisconsin property (accuracy of this information is important)**

2. Please list your city, township, or village where **your Iowa County, Wisconsin property** is located.

3. Please list your zip code where **your Iowa County, Wisconsin property** is located.

4. Please enter the **4-digit code** listed on front of your survey, just below your address information.

5. Do you own or rent your current place of residence?

- Rent                       Own                       Other: \_\_\_\_\_

6. What is your gender?

- Female                       Male                       Other: \_\_\_\_\_

7. What is your age?

- 18 – 24                       35 – 44                       55 - 64  
 25 – 34                       45 – 54                       65 and older

### Access to Broadband Internet Service

8. Which of these bests describes your access to broadband internet services at your home?

- I pay for a monthly subscription for internet services (this is referring to a wired or fixed wireless solution).                       I have access to broadband internet service at my house but choose to **not** pay for a subscription.

**(SKIP to question #11)**

**(continue with question #9, #10, then #22 and so on...)**

- I do not have access to this type of service, but I do need internet access and I am able to have internet access as part of my cellular data plan using my phone or hotspot                       I do not have access to broadband internet service at my house OR a reliable, affordable option for access.

**(continue with question #9, #10, #11... and so on...)**

**(continue with question #9, #10, then #22 and so on...)**

9. If **you do NOT subscribe** (pay for) or have **NO access** to broadband internet service, why not (**select all that apply**)?

- Service is not available where I live                       Service is too slow                       Concerns about online privacy  
 I have no need                       Service is inconsistent or unreliable                       I use the internet somewhere else  
 Service is too expensive                       Other: \_\_\_\_\_

10. If **you do NOT subscribe** (pay for) to broadband internet service, what would it take for you to subscribe to broadband internet service? (more affordable, faster speeds, etc.)

**If you do not subscribe to broadband internet service or choose not to pay for broadband internet service, please skip to Question 22. Thank you.**

### **Type and Cost of Broadband Internet Services**

11. How do you access the internet at home (**choose all that apply**)?

- |  |  |                                    |
|--|--|------------------------------------|
| <input type="radio"/> Cellular data plan using my phone or hotspot (Verizon, US Cellular, etc.)    | <input type="radio"/> Fiber-optic (MHTC, FiberNet, etc.)   | <input type="radio"/> Dial-up      |
| <input type="radio"/> Use my landline or digital subscriber line (DSL) (Frontier, MHTC, TDS, etc.) | <input type="radio"/> Use an antenna/modem or fixed wireless (MHTC, FiberNet, TDS, Bug Tussel, etc.) | <input type="radio"/> Not sure     |
| <input type="radio"/> Use my cable service or cable modem (Spectrum, etc.)                         | <input type="radio"/> Satellite (Hughes Net, Viasat, etc.)   | <input type="radio"/> Other: _____ |

12. Who is your current provider for how you receive broadband internet services (**choose all that apply**)?

- |                                  |                                    |                                   |
|----------------------------------|------------------------------------|-----------------------------------|
| <input type="radio"/> MHTC       | <input type="radio"/> CenturyLink  | <input type="radio"/> US Cellular |
| <input type="radio"/> TDS        | <input type="radio"/> AT&T         | <input type="radio"/> Spectrum    |
| <input type="radio"/> Frontier   | <input type="radio"/> Verizon      | <input type="radio"/> Bug Tussel  |
| <input type="radio"/> Hughes Net | <input type="radio"/> Viasat       | <input type="radio"/> WI Connect  |
| <input type="radio"/> FiberNet   | <input type="radio"/> Other: _____ |                                   |

13. Is your monthly broadband internet service billed as part of a bundle (TV, phone, internet, etc.)?

- |                       |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|-----------------------|
| Yes                   | No                    | I do not know         | N/A                   |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

14. What is your monthly cost (**not bundled cost**) for only your broadband internet service?

- |                                      |                                    |                                    |
|--------------------------------------|------------------------------------|------------------------------------|
| <input type="radio"/> Less than \$40 | <input type="radio"/> \$61 - \$80  | <input type="radio"/> Over \$100   |
| <input type="radio"/> \$40 - \$60    | <input type="radio"/> \$81 - \$100 | <input type="radio"/> Other: _____ |

15. It is valuable to know the speed of your broadband services at your home or home-based business. If you are taking this survey on a computer at a location **other than your home, not using your own** broadband services, or completing this survey **on your smartphone, please do NOT answer** this question by running a speed test.

What is the speed of your broadband connection? If possible, we would like you to check your speed. Please go to your internet browser and type in [www.speedtest.net](http://www.speedtest.net). Then click on Begin Test. **Please note the download and upload speeds (the numbers will be followed by Mbps)**. Place the appropriate number in the corresponding boxes below.

Download Speed \_\_\_\_\_ Mbps  
 Upload Speed \_\_\_\_\_ Mbps

16. If you currently subscribe to broadband internet services, how satisfied are you with the service?

- |                                |                               |   |                                  |                                   |
|--------------------------------|-------------------------------|---|----------------------------------|-----------------------------------|
| <b>Extremely<br/>satisfied</b> | <b>Somewhat<br/>satisfied</b> | <b>Neither satisfied<br/>nor dissatisfied</b> | <b>Somewhat<br/>dissatisfied</b> | <b>Extremely<br/>dissatisfied</b> |
| <input type="radio"/>          | <input type="radio"/>         | <input type="radio"/>                         | <input type="radio"/>            | <input type="radio"/>             |

17. If you are **NOT satisfied (dissatisfied)** with your broadband internet services, why (**select all that apply**)?

- |  |   |
|--|---|
| <input type="radio"/> Service is too expensive | <input type="radio"/> Service is inconsistent |
| <input type="radio"/> Service is too slow      | <input type="radio"/> Other: _____            |

### Use of Broadband Internet Services

18. Including yourself, **how many** people in your home use (or would use if service were available) your home broadband internet services daily?

Children up to 12	_____	Adults – Ages 26-45	_____
Teens – Ages 13-18	_____	Adults – Ages 46-65	_____
Adults – Ages 19-25	_____	Adults – Ages 66 and older	_____

19. Currently, how many **hours per week** do the people in your home use (or would use if service were available) your home broadband internet services? **If more than one individual in any age range, then add their usage together.**

	<b>1-5 hours</b>	<b>6-10 hours</b>	<b>11-15 hours</b>	<b>16-20 hours</b>	<b>&gt; 21 hours</b>	<b>N/A</b>
Children up to 12	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Teens – Ages 13-18	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Adults – Ages 19-25	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Adults – Ages 26-45	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Adults – Ages 46-65	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Adults – Ages 66 & older	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

20. Please indicate how frequently you use (or would use if service were available) your home broadband internet services to engage in each of the following uses:

	<b>Never</b>	<b>Sometimes</b>	<b>Frequently</b>
Job search / apply for or advertise a job	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Access resources for the management of my farm / business	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pay bills	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shop (Amazon, Walmart, etc.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Looking for OR selling a home	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Access medical information / services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Telecommuting (work from home for your employer)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Home-based business	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gaming / video games / streaming online movies and TV	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
School / Education / Homework / Coursework	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

21. Please identify the digital devices that you currently OR would like to access the internet with from your home broadband internet network (or would access if service were available) (**check all that apply**)?

- |  |  |  |
|--|--|--|
| <input type="radio"/> Streaming device<br>(Chromecast, Apple TV, Amazon Fire TV, etc.) | <input type="radio"/> Tablet / E-reader (Kindle, iPad, etc.) | <input type="radio"/> Gaming System (Xbox, Play Station, Nintendo, etc.) |
| <input type="radio"/> Desktop computer   | <input type="radio"/> Smart TV                               | <input type="radio"/> Other: _____                                       |
| <input type="radio"/> Laptop computer  | <input type="radio"/> Smartphone                             |  |

### Value of Broadband Internet Services

22. How important is high-speed broadband internet service to your home?

- |                                |                           |                                 |                               |                                 |
|--------------------------------|---------------------------|---------------------------------|-------------------------------|---------------------------------|
| <b>Extremely<br/>important</b> | <b>Very<br/>important</b> | <b>Moderately<br/>important</b> | <b>Slightly<br/>important</b> | <b>Not at all<br/>important</b> |
| <input type="radio"/>          | <input type="radio"/>     | <input type="radio"/>           | <input type="radio"/>         | <input type="radio"/>           |

23. How much per month would you be willing to pay for **more than adequate** broadband internet service? As a point of reference, the Federal minimum speed standards for **adequate broadband internet services** is **25 Mbps download and 3 Mbps upload**. So, what would you pay for service better than the minimum speeds mentioned?

- |                                   |                                    |
|-----------------------------------|------------------------------------|
| <input type="radio"/> \$40 - \$60 | <input type="radio"/> \$81 - \$100 |
| <input type="radio"/> \$61 - \$80 | <input type="radio"/> Over \$100   |

24. Is there a speed for downloads and uploads that you need or would want (**check all that apply**)?

**NOTE:** For any live TV streaming services like YouTube TV, Sling TV, Hulu, etc., a minimum of 10-25 Mbps download would be needed depending on how many devices are accessing high-definition content. If you were using multiple devices, 25-50 Mbps downloads or more would be potentially necessary. For streaming video services from Amazon Prime Video, Netflix, Disney +, etc., similar speeds would be necessary, and more if you want multiple devices using this same network for those services or others. It is important as well to consider the number of people in your household and all the devices which may be used in the house simultaneously.

	<b>Need</b>	<b>Want</b>
15 Mbps download / 3 Mbps upload	<input type="radio"/>	<input type="radio"/>
25 Mbps download / 5 Mbps upload	<input type="radio"/>	<input type="radio"/>
50 Mbps download / 10 Mbps upload	<input type="radio"/>	<input type="radio"/>
75 Mbps download / 15 Mbps upload	<input type="radio"/>	<input type="radio"/>
100 Mbps (symmetrical - download/upload)	<input type="radio"/>	<input type="radio"/>
250 Mbps (symmetrical - download/upload)	<input type="radio"/>	<input type="radio"/>
500 Mbps (symmetrical - download/upload)	<input type="radio"/>	<input type="radio"/>
>1,000 Mbps (symmetrical - download/upload)	<input type="radio"/>	<input type="radio"/>

25. If you had broadband internet service at your home **with the speeds you indicated in the last question (need or want)**, how many hours would your household use your broadband services per week?

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| <input type="radio"/> 1-5 hours   | <input type="radio"/> 16-20 hours   |
| <input type="radio"/> 6-10 hours  | <input type="radio"/> 21-25 hours   |
| <input type="radio"/> 11-15 hours | <input type="radio"/> Over 25 hours |

26. Would you be willing to pay an installation fee (one-time) to have high-speed broadband internet services at speeds like how you answered question #24 regarding your needs and/or wants?

A **one-time installation fee**, for example, could pay for the cost to run a fiber optic line (high speed data transmission line) to your home from the street. Or, it could pay to install a utility pole with broadband internet equipment which would provide wireless high-speed broadband internet services to your rural location.

- Yes       No       Maybe – depends on the amount of money, etc.

27. How much would you be willing to pay for a one-time installation fee to have high-speed broadband internet services to your home?

- |                                       |   |
|---------------------------------------|---|
| <input type="radio"/> Less than \$100 | <input type="radio"/> Up to \$750       |
| <input type="radio"/> Up to \$250     | <input type="radio"/> Up to \$1000      |
| <input type="radio"/> Up to \$500     | <input type="radio"/> More than \$1,000 |

## Business and Telecommuting Use of Broadband Internet Services

28. Please indicate if someone in your household telecommutes or has a home-based business:

	Yes	No
Current home-based business	<input type="radio"/>	<input type="radio"/>
Future home-based business	<input type="radio"/>	<input type="radio"/>
Current telecommuting	<input type="radio"/>	<input type="radio"/>
Future telecommuting	<input type="radio"/>	<input type="radio"/>

29. Would you be likely to start, move, or grow a business (including a home-based business) in Iowa County if you had access to adequate, reliable and affordable broadband internet services?

Very Unlikely	Unlikely	Not sure N/A	Likely	Very Likely
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

30. If you are involved in Agriculture, how valuable is having broadband internet services for your agriculture business?

Extremely valuable	Very Valuable	Moderately valuable	Not at all valuable	Not involved with Agriculture
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

31. If you are involved with Agriculture, please **check all the boxes below** that best describe how you use broadband internet services:

<input type="radio"/> Local markets	<input type="radio"/> Information	<input type="radio"/> GPS and precision Ag
<input type="radio"/> World markets	<input type="radio"/> Ag news and events	<input type="radio"/> Other: _____
<input type="radio"/> Buying products	<input type="radio"/> New Ag technology	<input type="radio"/> Not involved with Agriculture

32. How likely would you be to telecommute from your Iowa County address (if supported by your employer) if you had access to adequate, reliable, and affordable broadband internet services?

Very Unlikely	Unlikely	Not sure N/A	Likely	Very Likely
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

33. If you do not use broadband internet services for your home/farm business operation, why not (**check all that apply**)?

<input type="radio"/> Do not see any use for it	<input type="radio"/> Too expensive
<input type="radio"/> Service not available	<input type="radio"/> No Computer
<input type="radio"/> Not a business owner	<input type="radio"/> Other: _____
<input type="radio"/> I do use it for my business	

## Additional Information

As we look to find unique solutions to our broadband challenges in the rural landscape, we are looking at all the possibilities. If you live within the city or village limits of a municipality, this may not be applicable. However, we do not know that for sure. So please take a few moments to answer these questions.

Grain silos located on rural properties are being used to expand broadband access to users where high speed data lines are not buried in the ground, etc. The next 3 questions will help us explore these options for providing you and others better broadband internet access.

34. If you were to step outside and look in all directions, can you see a grain silo of your neighbors?

Yes                      No                      Not sure                      N/A  
                                                                 

35. Do you have a grain silo on your property that can most likely be seen by any of your neighbors?

Yes                      No                      N/A  
                                           

36. If you indicated you have a grain silo on your property, would you be willing to allow broadband technologies to be installed on your grain silo and in return, get discounted (or minimal cost to you) broadband internet services?

Yes                      No                      Maybe  
                                           

37. Other options for providing broadband services to more areas include the use of utility (electrical) poles to install wireless broadband equipment. Would you allow a utility pole to be installed on your property (at minimal or no cost) to help yourself and others get better broadband services?

Yes                      No                      Maybe  
                                           

38. Would you be interested in helping Iowa County enhance broadband internet services in Iowa County? We feel that participation from everyone to find solutions to address these challenges is important. Your involvement (to be determined) would be greatly appreciated.

Yes                       No

39. If you answered YES to question #38, please provide your name and details on the best way to contact you. Please circle your preferred contact method (email or phone).

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_



40. In order to identify areas that are unserved and underserved, we would like to use your address and your response to create broadband demand maps. Do we have your permission to use your data in this way? **NOTE: Only the address point will be used. No personal identification will be represented on the map. There will be no information on the map that connects the address to the individuals living there.**

Yes

No

41. In what ways has the recent “safer-at-home” orders due to COVID-19 (Coronavirus), impacted the lives of the people living in your household (choose all that apply)?

Individual(s) lost their job (if so, how many lost their jobs in your house)

Individual(s) lost work hours/pay from layoffs, cutbacks, and/or furloughs

Individual(s) lost their business

Children home schooling with successful online learning

Adult(s) telecommuting (work from home) successfully with online access

Financially unable to pay all bills (rent, mortgage, groceries, car payment, etc.)

Children struggled with home schooling due to poor or no access to broadband internet services

Individual(s) unable to telecommute (work from home) due to poor or no access to broadband internet services

No impact on my life or that of my family

42. Any additional comments?

---

---

---

---

---

**Thank you for taking the time to take the survey. Your information will be extremely helpful in making a difference in the lives of those living in Iowa County.**

**Please remember to fold your survey in half (the opposite of how you received it) so that the return address section is facing out. Then tape together, add one first class stamp, and put it in the mail. Thanks!**



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
IOWA COUNTY

303 W. Chapel Street  
Dodgeville, WI 53533

Please place  
one (1) first  
class stamp  
here (\$0.55)

University of Wisconsin-Madison  
Division of Extension  
303 W. Chapel Street  
Dodgeville, WI 53533

---

--- Please fold along this line ---

**Thank you for taking the time to take the survey. Your information will be extremely helpful in making a difference for those living in Iowa County.**

**If you have questions regarding the survey, or would like further information, please contact University of Wisconsin-Madison, Division of Extension in Iowa County, Wisconsin.**

University of Wisconsin-Madison  
Division of Extension  
303 W. Chapel Street  
Dodgeville, WI 53533  
608-930-9850



**Extension**

UNIVERSITY OF WISCONSIN-MADISON  
IOWA COUNTY

[www.iowa.extension.wisc.edu](http://www.iowa.extension.wisc.edu)



The  
Wisconsin  
Economy

**BROADBAND**

JANUARY 2021

# BROADBAND AND THE WISCONSIN ECONOMY

**AUTHORS**  
TESSA CONROY  
STEVE DELLER  
MATT KURES  
SARAH LOW  
JEFFREY GLAZER  
GAIL HUYKE  
CHRISTOPHER STARK

Study Series No. 7



Extension  
UNIVERSITY OF WISCONSIN-MADISON

# ACKNOWLEDGEMENTS

## THANK YOU

The EDA-University Center team (Tessa Conroy, Steve Deller, Gail Huyke, Matt Kures, Kristin Runge, and Christopher Stark) is grateful for the expertise shared by the guest contributors.

Jeffrey Glazer is a Clinical Associate Professor at the University of Wisconsin-Madison Law School. Sarah Low is an Associate Professor and Fred V. Heinkel Professor of Agriculture at the University of Missouri.

We especially owe thanks to Rachel Ramthun and Jackson Parr for their assistance in preparing the final publication and for their constructive suggestions.

## FUNDING

This work was supported by grants from the United States Department of Commerce Economic Development Administration in support of the UW Madison Economic Development Authority University Center (Award No. ED16CHI3030030) and the UW Madison EDA University Center CARES Act Recovery Assistance Grant (Award No. ED20CHI3070047). Any opinions, findings, conclusions, or recommendations expressed in this material are those of the authors and do not necessarily reflect the views of the U.S. Department of Commerce Economic Development Administration.



**1**

INTRODUCTION

---

**3**

WHAT IS BROADBAND

---

**7**

BROADBAND IN WISCONSIN AND ACROSS THE U.S.

---

**16**

HOW DID WE GET HERE?

---

**28**

WHERE DO WE GO FROM HERE?

---

**30**

REFERENCES

---

**32**

APPENDIX

# EXECUTIVE SUMMARY

In this study we explore issues related to broadband coverage and importance of coverage to community well-being. Several key conclusions include:

- Broadband access is closely related to population density and income levels, meaning the most rural and the lowest-income regions generally have the least access. For example, in urban Wisconsin, more than 95% of households have broadband access whereas, in the most rural counties, just 63% have access. Yet, regardless of their location on the rural-urban continuum, low-income households have the least access. Even in the most urban areas of the U.S., 44% of households earning less than \$20,000 have no internet. In the most rural areas, 56% of these low-income households have no internet.
- Explanations for the lack of service in rural and low-income regions include a low return on investment for providers, which is linked to the expense of new infrastructure and the low density of potential subscribers. Even if broadband service is possible, some areas feature low demand for broadband and the expense of service can be a barrier.
- Bureaucratic barriers severely constrain municipal provision in Wisconsin and data limitations make it difficult for communities to show need, which is often an important component of grant applications. Furthermore, there has been less federal investment in broadband compared to analogous infrastructure such as highways and electrification.
- Broadband is becoming increasingly important to community and economic well-being. It is linked to better business performance, including rural entrepreneurship and farm profits. It is also linked to higher home values and higher educational outcomes at both the grade school and high school levels. Broadband access also corresponds to improved health outcomes, which can lead to higher worker productivity.

- In Wisconsin, local conditions vary widely and likely require different approaches or a combination of more than one approach in order to improve access. Consider a range of challenges and potential paths forward:
  - The most underserved areas are typically rural and likely do not have sufficient infrastructure. Accordingly, these areas may want to prioritize strategies and policies that encourage the development of physical resources needed to provide access.
  - Some regions, such as pockets of Milwaukee and Madison, likely have the infrastructure, but many low-income households are still without service. This gap in broadband access points to issues around affordability.
  - Some communities seemingly have broadband service available based on provider-reported data from the FCC, yet many households are without service. This may be a sign that the FCC data does not accurately depict broadband availability—a concern of many broadband grant applicants. These places could benefit from policies that improve broadband data or create alternate means of showing need.
  - Communities that have broadband available but still have households without service may be facing a demand issue or, in other words, low adoption of the technology. These areas could choose to implement outreach and education strategies that note the benefits of broadband and encourage its use.
- While there has been some improvement in the digital divide across Wisconsin, the experiences of COVID-19 and the resulting movement to telecommuting for many workers and online learning for both K-12 and higher education students demonstrates that much work needs to be done.



The  
Wisconsin  
Economy

# INTRODUCTION

As people are spending more time at home, the challenge of inadequate broadband in many parts of Wisconsin has gained attention. As employees work from home, students take their courses online, patients seek care through telehealth, and families entertain themselves with at-home streaming services, access to broadband has become more important than ever and the impacts of going without broadband even more significant. Without access to adequate broadband service, employees find it difficult to work. Delivering education online begs the question of equity as some students are not able to access materials. The inability to use online health-, entertainment-, or retail-related services makes it more difficult to stay at home. While there are several recent state and federal programs aimed at alleviating the negative impacts on businesses, workers, and families, such as the We're All In grants or those offered under the CARES Act, they often require access to broadband for obtaining and submitting the required forms, making it difficult to enroll and exacerbating already challenging circumstances.

Issues concerning the lack of appropriate broadband service have been ongoing for years. Even before the COVID-19 pandemic, many rural communities and low-income neighborhoods have been at a comparative disadvantage due to inadequate broadband access. Economically, a lack of broadband means lower home values, lower rates of entrepreneurship, and fewer opportunities for education. Not only are students in underserved communities placed at a disadvantage, but adults who are pursuing new training or professional development opportunities are also disadvantaged. Stories of parents taking children to restaurants and coffee shops or parking outside of closed libraries to access wireless services so that their children can do their homework are becoming common. Inadequate service further limits telehealth, a potentially viable strategy to address limited access to healthcare in rural and low-income areas. Manufacturers are also increasingly dependent on quality broadband for software upgrades, sending and receiving design schematics and the integration of technologies such as robotics, artificial intelligence, augmented reality and additive manufacturing. To effectively use the latest technologies in agriculture, such as precision agriculture and software programs that allow dairy producers to monitor the health and well-being of their herds, farmers need access to quality, affordable broadband services.

Many communities across Wisconsin have adopted economic growth and development strategies that fall under the umbrella of “place-making.” Historically, people have followed jobs: create employment opportunities and people will move into the community to take advantage of those jobs. Today, for some types of labor markets, especially in occupations requiring high knowledge levels, the flow has largely changed to where jobs now appear to be following people. Here, creating a community environment that is attractive to young families, young professionals, and even retirees

*“The pandemic has prompted new focus on the technology divide...”*

Tom Rutledge, Charter Chairman and CEO  
*The Fond du Lac Reporter, September 21, 2020*

*“But Wisconsin’s broadband infrastructure also consistently ranks near the bottom of states in the nation. Wisconsin currently ranks 38th for internet access, out of all 50 states.”*

Wisconsin Public Radio, February 12, 2020



comes to the forefront. Baileys Harbor in Door County, for example, has attempted to encourage young professionals to relocate there by marketing its quality broadband, which is essential to this kind of place-making strategy, in addition to its natural amenities.

Other Wisconsin communities, such as Iron County, have pursued a strategy commonly referred to as “boomerang migration.” Here local youth are encouraged to go to college, experience life in larger communities, then return to their home communities, raise their families, and perhaps start a business. These communities, however, are finding that inadequate broadband deters return-migration, further contributing to rural brain drain--the outmigration of skilled rural residents. Wisconsin communities that are pursuing economic development strategies centered on quality of life factors are thus finding that inadequate broadband continues to hamper their progress.

In this contribution to [The Wisconsin Economy](#) series, we explore a range of issues related to broadband in Wisconsin. We begin by outlining what we mean by “broadband” and its range of associated technologies. As part of that discussion, we outline some of the challenges with definitions and technologies. We then provide a detailed analysis of access and use of broadband using American Community Survey data from the U.S. Census Bureau and the Federal Communication Commission (FCC) data which is used as the foundation for public investments in broadband infrastructure. In the next section, we outline how access and use of broadband influences economic outcomes. In the fifth section of this report we briefly review some of the policy issues affecting access and use of broadband (policy issues are further explored in a companion piece to this report). We close the report with a general discussion of future directions.

*“As the ag industry looks ahead, one immediate need — emphasized by the way more people have been working from home and meeting virtually during the pandemic — is broadband internet in rural areas. ‘I talk to a lot of farmers, and they’ve got dial-up, slow speed internet,’ said Dalton. Everyone in the broader ag business web — suppliers, distributors and government agencies — needs a broadband internet connection to communicate, added Smith: ‘It’s impossible to run a business without one.’”*

Cal Dalton, an Endeavor, WI (Marquette County) Farmer and Dan Smith, President and CEO of the Cooperative Network  
*Wisconsin Examiner June 17, 2020*

# WHAT IS BROADBAND?

The efficiency of sharing information (data) across computers via the internet hinges on the speed of the connection. Broadband speaks to the speed of those connections. Early technologies used telephone dial-up allowing for narrow band telephone connections that were subject to slow speeds of information transmissions and interruptions. As new technologies, such as those using coaxial cable networks, reached many homes and businesses, faster and more reliable alternatives to dial-up internet became available.

Broadband is a term that is used to reference relatively fast connections for information sharing. The Federal Communication Commission (FCC) currently defines broadband as at least 25 Mbps (transfer of “megabits per second”) of download speed and at least 3 Mbps of upload speed. The definition, though, has evolved over time to increasingly higher thresholds, reflecting the increasing demand for faster connections. This speed of 25/3 is considered a “moderate” speed suitable for browsing the internet, email, streaming videos, and playing basic online games. For example, streaming Netflix or YouTube without interruptions generally requires 5 Mbps (see Table 1). Since the COVID-19 Pandemic, the 25/3 broadband threshold established in 2015 has come under scrutiny for being inadequate. If a household or business has multiple users accessing the connection at the same time, the 25/3 may not be sufficient.

With the added demand for internet use created by the Safer-At-Home order, the current definition of broadband, particularly the upload speed (at least 3 Mbps), is proving insufficient to meet household needs. Historically, homes and businesses have had more demand for downloading information (data) than for uploading, which typically uses only a limited amount of data (e.g., sending an e-mail, uploading a picture to Facebook or a video to YouTube, or using Zoom for meetings). But with the growing number of people that are telecommuting and using technologies such as video-conferencing, upload speeds are becoming more important. This is particularly true if several members of a household are video-conferencing at the same time. If Wisconsin communities want to promote telecommuting as a viable option for residents, then the ability to upload larger files and video-conference becomes a necessary condition.

## BROADBAND DEFINED

The Federal Communication Commission (FCC) currently defines broadband as an internet connection with at least 25 Mbps (transfer of “megabits per second”) of download speed and at least 3 Mbps of upload speed.

TABLE 1

### HOW MUCH SPEED DO YOU NEED?

INTERNET SPEED	CAPABILITIES
0-5 Mbps	General browsing, email, social media, online radio
5-40 Mbps	Video-conferencing, telecommuting, online gaming, streaming video, multiple device usage within a household
40-100 Mbps	Streaming ultra-high-definition (Netflix 4K)
100-500+ Mbps	Online education delivery, (e.g. testing services and video streaming), database access, record storage and sharing characteristic of anchor institutions
1 Gigabit per Second (1,000 Mbps)	High use, multiple-users, high-definition streaming, uploading large files

## TYPES OF BROADBAND CONNECTIONS

There are several different means or technologies that homes and businesses use to connect to broadband internet including fiber, cable, DSL (digital subscriber line), wireless (fixed and mobile) and satellite (Table 2). Some of these technologies are better-suited for high-speed service than others. Fiber, or fiber-optic, is currently viewed as the most preferred as it carries the greatest potential for transmitting large amounts of information (data). Cable uses the same coaxial cables that many households use for cable television and is considered suitable for most broadband connections. DSL is also a wired technology but uses traditional copper telephone lines and is generally the least preferred when compared to fiber or cable. Fiber, cable, and DSL technologies are considered fixed (i.e. stationary) wire-type internet technologies, which are considered superior to satellite or cellular technologies. Fixed wireless technology is based on radio links and is generally connected to a fixed connection. For example, Northern Michigan University brought broadband to several rural towns by using fixed wireless technology mounted to a water tower or other infrastructure that casts a signal to nearby neighborhoods.

The advantage of wireless is not needing a physical connection (wires or cables) to connect to the internet, which is especially advantageous where terrain precludes laying fixed wire.

Fixed wireless technology is distinct from the hardwired technology that connects to a wireless router (i.e., WiFi), common in many homes and businesses, which then casts a wireless signal to nearby devices (e.g., computer, television, or cell phone). When parents take children to McDonalds or the library parking lot to access the internet, it is through WiFi, the wireless signal shared through the business's router. In this case, the business has a hardwired connection coming to the building which is then cast to patrons, usually in the restaurant or parking lot, through a wireless signal to use on their devices. Several public libraries, particularly in the context of COVID-19, are similarly expanding the availability of their wireless signal to people who may use it from the parking lot or nearby seating area, as an example.

Another common form of wireless broadband access is through cellular service plans for smartphones. While cellular service is adequate for e-mail, streaming videos, and browsing the internet, it is not suitable for many uses,

TABLE 2

TYPES OF BROADBAND CONNECTIONS

<b>Faster</b>	<b>Fiber</b>	A wired technology, generally viewed as the most preferred option for broadband. It uses fiber-optic cable to transmit large amounts of information. The infrastructure is relatively expensive to build.
	<b>Cable</b>	Cable uses the same coaxial cables, another wired technology, that deliver picture and sound to television sets to support broadband.
	<b>DSL</b>	Also a wired technology, DSL uses traditional copper telephone lines already connected to homes and businesses. Speed may vary with distance from the home to the nearest equipped telephone facility.
	<b>Wireless</b>	Wireless connections use a radio link to connect between residences or businesses and the provider's facility. Available to fixed locations as well as across broader regions via a cell phone, for example.
<b>Slower</b>	<b>Satellite</b>	A type of wireless broadband using the satellite technology used for telephone and television service. It is viewed as useful for getting service to remote or low-density areas.

Source: (1) Federal Communication Commission. "Types of Broadband Connections." July, 23, 2014. Available at: <https://www.fcc.gov/general/types-broadband-connections>.

(2) "Broadband Reference Guide: A Digital Resource for Stakeholders." Broadband & E-Commerce Education Center. University of Wisconsin Extension Madison. January, 2014. Available at: <https://cced.ces.uwex.edu/files/2018/07/007.010.2014-Broadband-Reference-Guide.pdf>

particularly for businesses. In addition, cellular service requires data plans that can be expensive or that throttle speeds once certain data thresholds are met. The data plans dictate how much information can be either downloaded or uploaded to the internet. Some smartphones can be used as “hotspots,” which allow computers and other devices to utilize the phones’ wireless signals. These have proven to be popular for business travelers, but they are extremely data-intensive, particularly if the user is uploading or downloading large files or video-conferencing. This method can also be very expensive. Additionally, cellular and fixed wireless technologies can face challenges from topography that creates line-of-sight issues between towers and users. In general, a smart-phone is not viewed as a long-term solution to inadequate broadband access at home or for a business.

The final type of connection to the internet is via satellites and, for many rural residents and businesses, it is the only option available. The advantage of satellite connections to the internet is that it is independent from physical wires (fiber, cable, DSL) and thus can be placed anywhere; this also means that it is often quicker to recover from natural disasters, which can cause breaks in physical wires. For example, in August 2020 a derecho storm broke Iowa’s main fiber line resulting in multi-day outages and disruptions in wired internet as well as cellular service, which relies on the main wired fiber line. The service is also suitable for browsing the internet, email, and streaming simple videos.

However, satellite connections can have serious limitations. Satellite is generally considered an inferior option when connecting to the internet and is unsuitable for many situations, particularly in terms of the demands of businesses, telecommuting, or distance education. For example, many service providers readily admit that satellite is not suitable for online gaming because of short delays that can disrupt the gaming experience. This is also troublesome for video conferencing that is growing in popularity as a means of communicating. This is a result of high latency, or the “ping factor,” which refers to the fact that the data flow must travel to the satellite in low earth orbit (22,230 miles) and return; even at the speed of light, that causes a noticeable difference. Satellite is also unreliable with respect to topography and poor weather conditions. Finally, satellite is noticeably more expensive than wired (fiber, cable, DSL) options. Many satellite connections operate in a similar fashion to cellular phone plans related to the volume of data that can be downloaded or uploaded. Video-conferencing, for example, is extremely data-intensive and the costs of “data overages” can be prohibitively high.

*“Fiber, or fiber-optic, is currently viewed as the most preferred [technology] as it carries the greatest potential for transmitting large amounts of information (data).”*

## BROADBAND INFRASTRUCTURE

The physical infrastructure between the provider and the consumer that is necessary for broadband is often thought of in three segments: the backbone, the middle mile, and the last mile (Figure 1). The backbone, usually fiber optic and capable of large volume data transmission, is owned by private providers or commercial, government, academic, and other networks. This could be the infrastructure that connects the Twin Cities to Milwaukee, Chicago, and other large cities. The middle mile links the backbone to the Internet Service Provider's (ISP) or telecommunications provider's main network. The middle mile can connect anchor institutions in some communities so that they can share applications, infrastructure, and other resources. The middle mile can be thought of as the network that connects individual neighborhoods within a city. The last mile connects individual homes and businesses to the middle mile, or the network within a neighborhood.

One can think of broadband infrastructure as parallel to how electricity is distributed: high voltage powerlines transport

large volumes of electricity over great distances and are connected to regional distribution networks, which are then connected to neighborhood distribution networks and individual homes and businesses. The backbone would be the high voltage powerlines, the middle mile would be the regional distribution network, and the last mile would be the neighborhood system of powerlines.

A major breakdown in broadband connectivity, particularly in less densely populated areas, is in the last mile, or the connection from the regional or neighborhood network to homes. For example, many smaller communities have a sufficient population density to make an investment in broadband infrastructure a viable business decision for service providers. But, immediately outside of that community, the investment in the last mile to more distant homes and businesses is not cost effective for the service provider. This can be compounded in areas that have an abundance of lakes and rivers or more mountainous terrain. This physical distance for farmers and businesses "on the edge of town" places them at a comparative disadvantage. For many rural Wisconsin residents, these last two geographical features, distance and terrain, can be particularly difficult to overcome.

FIG 1

## BROADBAND INFRASTRUCTURE

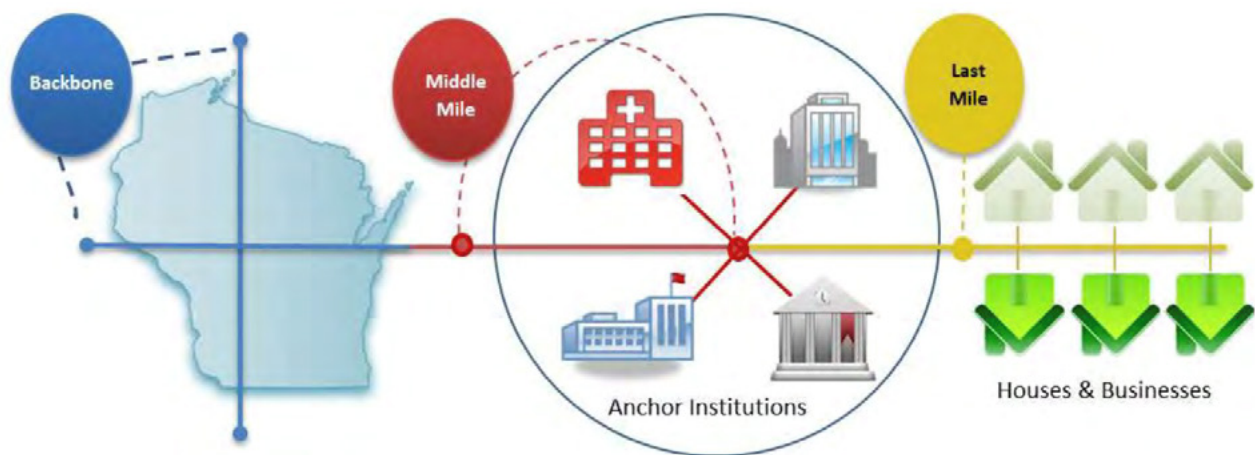


Figure reproduced from "Broadband Reference Guide: A Digital Resource for Stakeholders." Broadband & E-Commerce Education Center. University of Wisconsin Extension Madison. January, 2014. <https://cced.ces.uwex.edu/files/2018/07/007.010.2014-Broadband-Reference-Guide.pdf>



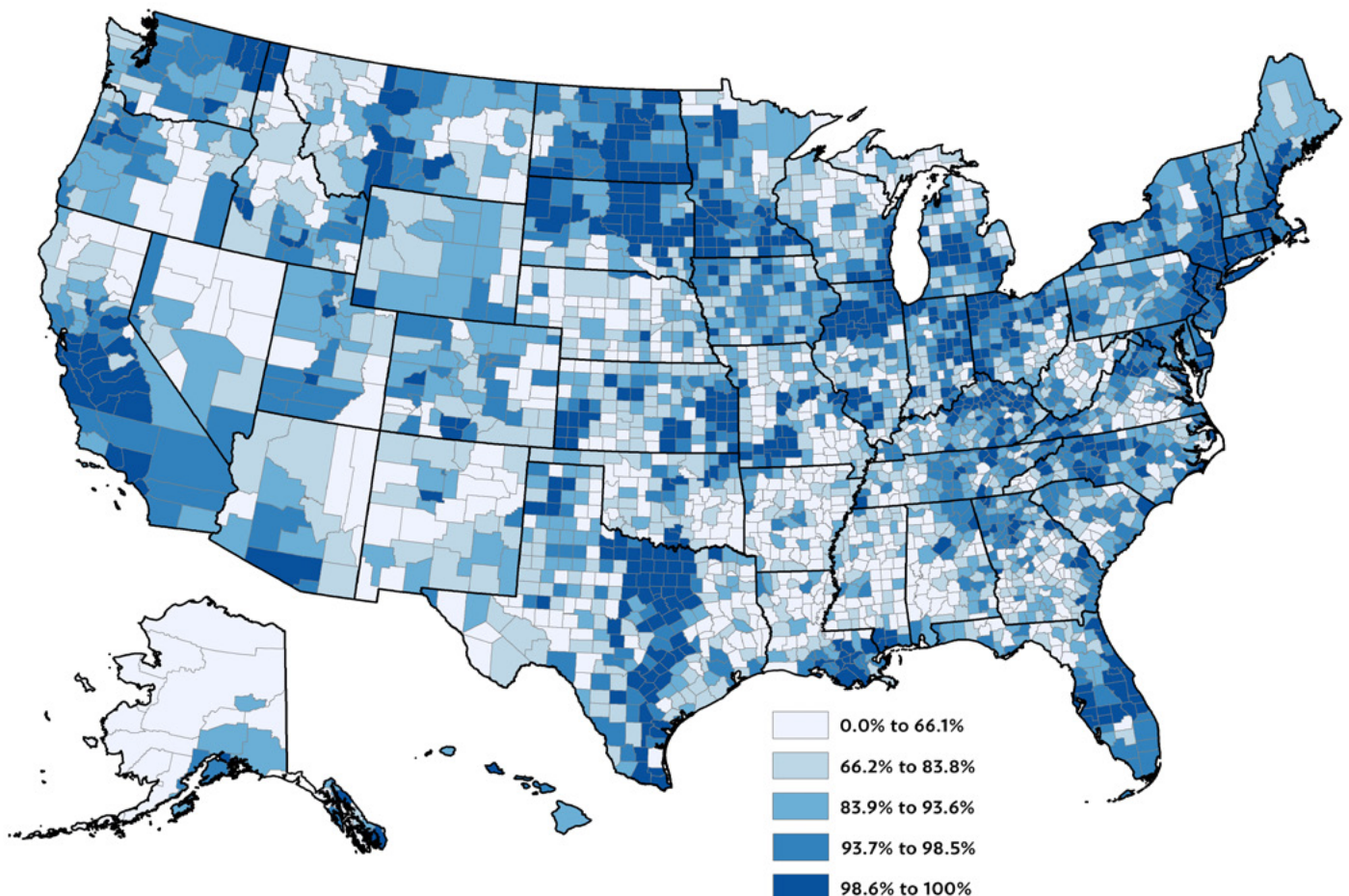
# BROADBAND IN WISCONSIN AND ACROSS THE U.S.

## ACCESS BY UNITED STATES COUNTY

Across the U.S. and in Wisconsin, there are broad swaths of households still without access to broadband internet. Map 1 and Map 2 consider access to broadband (using the federal 25/3 Mbps definition) according to FCC Form 477 data. (We use Form 477 data excluding satellite given the aforementioned challenges with satellite technology.) The spatial pattern is clear when looking at the national distribution of persons with access to broadband (Map 1). There are clusters of low access in the many parts of the southern U.S., particularly parts of the Mississippi Delta region (e.g., Mississippi, Louisiana, Arkansas, Alabama), southern Georgia and northern Florida, along with pockets in Appalachia, the western Great Plains and parts of the Mountain West (e.g., Nevada).

MAP 1

### SHARE OF POPULATION WITH ACCESS TO BROADBAND (25/3 MBPS) BY U.S. COUNTY



## **SOURCES OF BROADBAND DATA**

There are two primary sources of data on the availability of the internet, and specifically access to broadband: the U.S. Census Bureau's American Community Survey (ACS) and the Federal Communication Commission (FCC) through Form 477 reporting requirements.

### ***American Community Survey***

The ACS data is based on surveys of households, and is thus dependent upon the accuracy of the respondents. For the analysis provided in this study, we use 5-year averages which, over the 2014 to 2018 period, provide a sufficient sample to infer estimates for every county in the U.S. Internet access refers to whether or not a household uses or connects to the internet, regardless of whether or not they pay for the service to do so. Internet access does not necessarily mean that they meet the current 25/3 Mbps speed requirements to be labeled broadband. Data about internet access was collected by asking if the respondent or any member of the household accessed the internet.

### ***FCC Form 477 June 2019 Data***

The FCC data are particularly important because they are used to determine the eligibility of communities and their service providers for federal grants. For example, the eligibility rules for the federal ReConnect Program administered through the U.S. Department of Agriculture are built upon the data from Form 477. The data are aggregated from census block data where providers report whether they can or do serve at least one location in a given census block. The FCC Form 477 data can overestimate access as there may be addresses or locations within a given census block that do not have access. Furthermore, upload and download speeds are based on advertised speeds, not necessarily actual speeds reported by users. We do not include satellite access as part of the data given the aforementioned challenges with satellite technology.

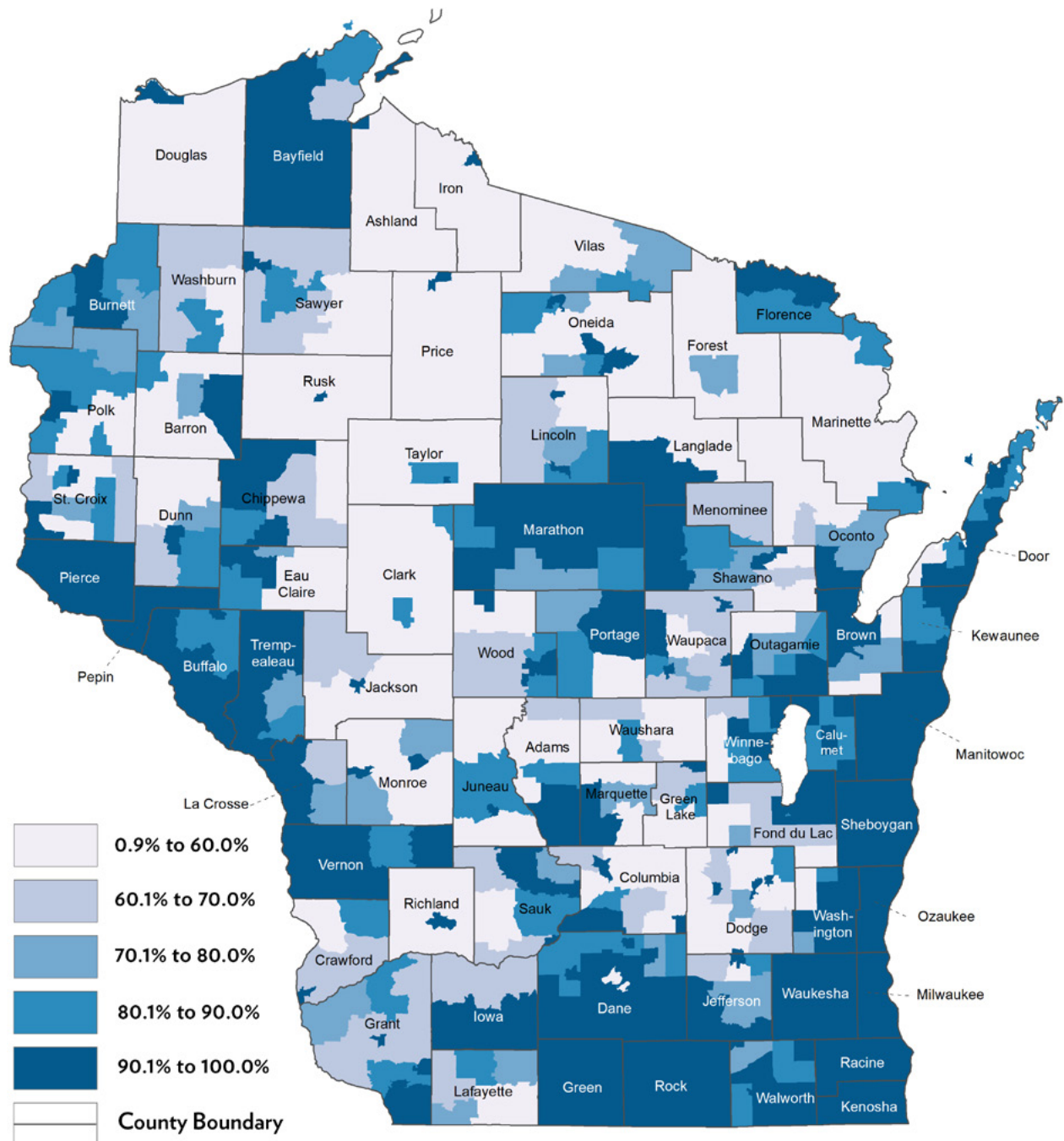
## ACCESS BY WISCONSIN CENSUS TRACT

More specific to Wisconsin, there is lower access to broadband in the less populous northern portion of the state (Map 2). The Northwoods region features smaller communities, seasonal tourism, and recreation. Indeed, prior research on recreational housing (e.g., Winkler, Deller and Marcouiller 2015) reveals that there is considerable overlap between recreational housing density and lack of access to broadband. There is also evidence of lower rates of access to broadband in the Driftless region of southwestern Wisconsin and the central part of the state.

MAP 2

### SHARE OF POPULATION WITH ACCESS TO BROADBAND (25/3 MBPS) BY WISCONSIN CENSUS TRACT

JUNE 2019 FCC FORM 477 DATA, NOT INCLUDING SATELLITE





## ACCESS BY RURALITY AND TECHNOLOGY

The clusters of low broadband access observed in Map 1 and Map 2 are at least partially associated with rurality—less populous areas are less likely to have broadband internet. If we group U.S. counties by their population sizes, there is a clear pattern within the data (Figure 2). Here, counties are classified across nine different population classifications, known as Rural-Urban Continuum Codes, from the largest metropolitan counties that have a population of one million or more, to the most rural counties that have no places (towns/villages) with more than 2,500 persons and are not adjacent to a metropolitan area. Wisconsin, for example, has five counties that fit into the “most rural” category: Florence, Forest, Iron, Price and Vilas. The most urban counties are those that are near or part of the Minneapolis-St. Paul, Milwaukee and Chicago Metropolitan Statistical Areas such as St. Croix, Ozaukee, and Kenosha Counties.

In general, across the U.S., access to broadband and speed declines with rurality, meaning households in the most remote counties are the least likely to have broadband, especially faster speeds of broadband (see Appendix for analysis of Wisconsin Counties alone). On average, in the most urban counties, 92.3 percent

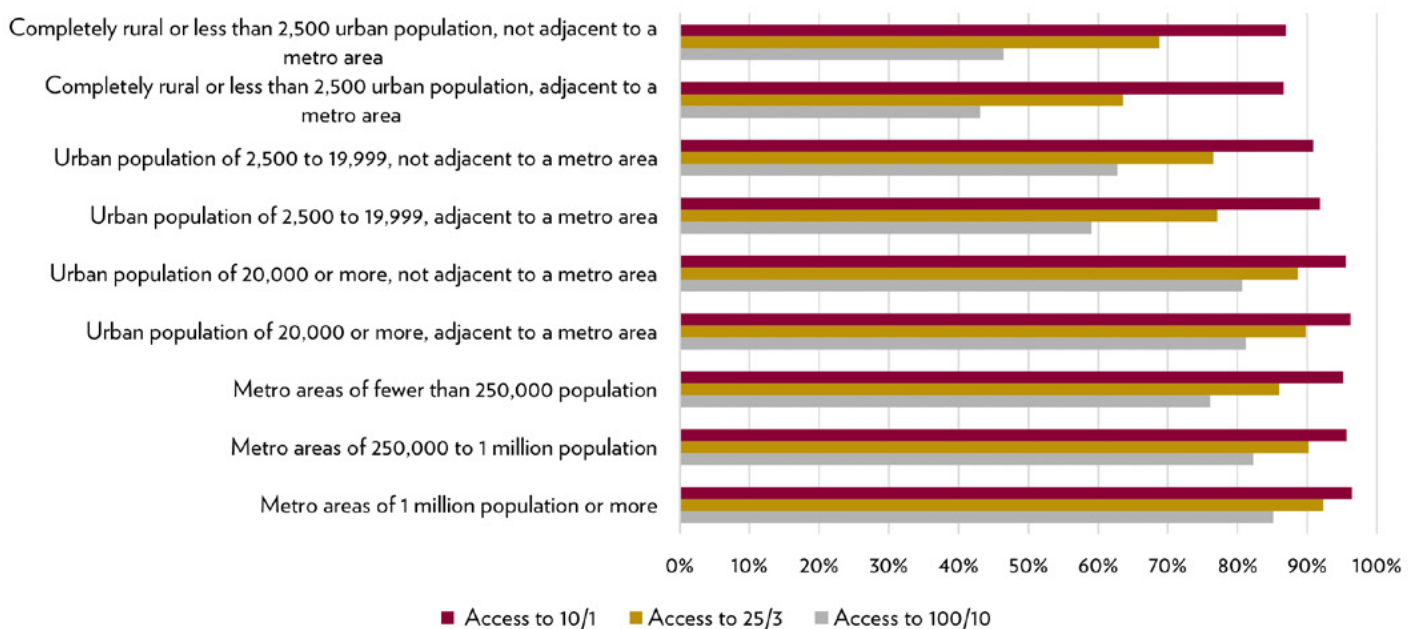
of residents have access to broadband, whereas in the most rural counties in the U.S., just 68.8 percent of the population has access to 25/3 broadband. In Wisconsin, 16 counties fare worse than the national average of these most remote, rural counties. Among these, in Price, Forest, and Rusk Counties, less than half of the population has access to broadband. Menominee County is just below the threshold at 68.3 percent.

If we lower the threshold of internet access to 10/1 Mbps, which is sufficient for e-mailing, webpage viewing, and listening to internet radio, but is insufficient for streaming videos or video-conferencing, 87 percent of the population in the most rural counties in the U.S. have access. Rural counties are more likely to rely on non-wired technologies for internet access, which improve coverage but are relatively slow compared to other technologies. The prevalence of non-wired technologies in rural areas may partly explain the relatively better coverage at low speeds in rural areas (see Figure 3).

If we increase speed thresholds to 100/10 Mbps, which many maintain will be required in the near future, only 46.5 percent of the population in the most rural counties have access. These patterns reveal two important observations: (1) lack of access to broadband (25/3 Mbps) is predominately a rural issue and (2) Wisconsin tends to fall below national averages in terms of access.

FIG 2

### ACCESS TO BROADBAND (25/3 MBPS) ACROSS U.S. COUNTY URBAN-RURAL CONTINUUM

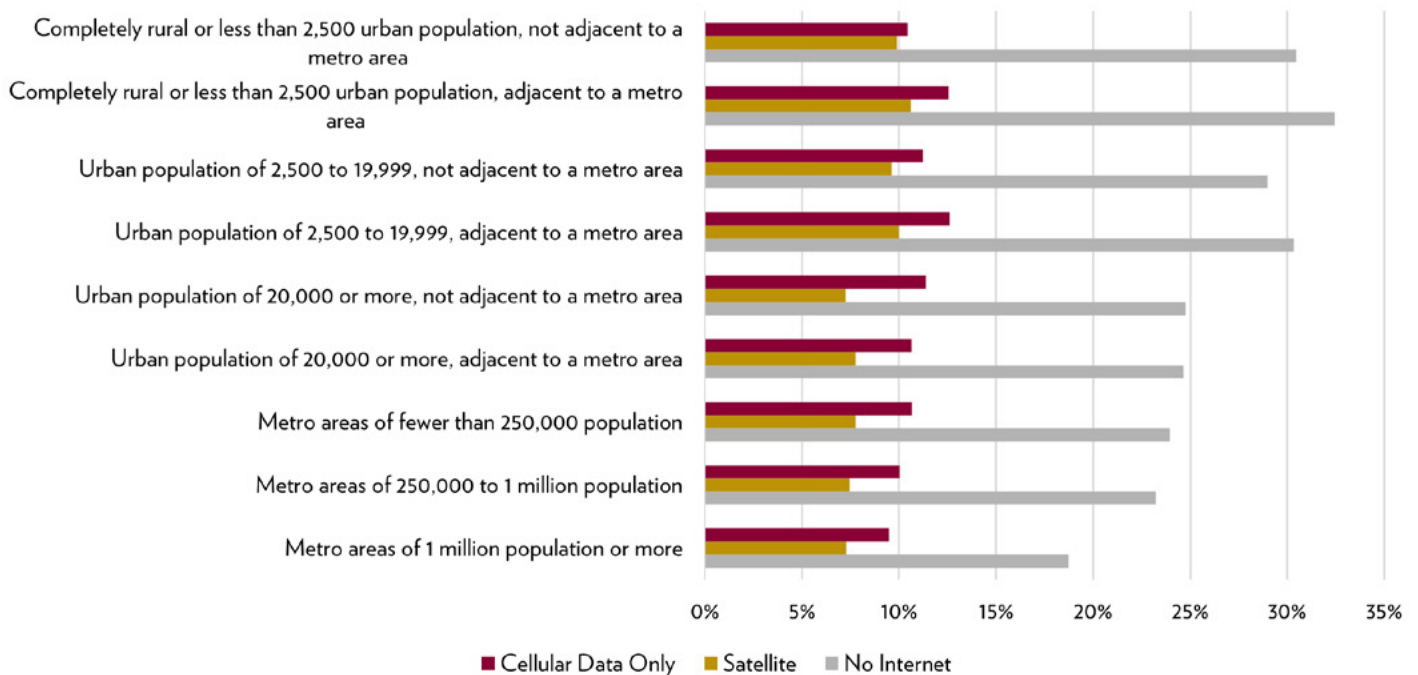


One of the major differences in access to the internet is that there is more than one technology that can be used. One of the advantages of the datasets used in this analysis is that they detail the type of technology used. As outlined above, these are hard wired technologies (fiber, cable and DSL) as well as wireless technologies (satellite and cellular). Using the same rural-urban classification scheme as in Figure 2, we find that the more rural a county is on the rural-urban continuum, the more likely it is to go without internet, or to rely on a less-preferred technology, namely satellite or cellular access (i.e., smartphones) as shown in Figure 3<sup>1</sup>. In the most rural areas, or those with the smallest populations and far from a metro area, more than one in four residents have no internet. Note that even in the category of counties where the greatest share of households has service (metro areas with a million population or more), 18.7 percent still report having no access to the internet.

*“...the more rural a county, the more likely it is to go without internet or to rely on a less-preferred technology, namely satellite or cellular...”*

FIG 3

**PERCENT OF U.S. POPULATION WITH A NON-FIXED WIRED TECHNOLOGY OR WITHOUT INTERNET**



<sup>1</sup> Note that Figure 2 and Figure 3 use different data sets and thus relay different, though related, information. The FCC data in Figure 2 conveys access in the area from the provider’s perspective, but not usage or adoption. For example, in the most rural communities close to 90% of the population has access to 10/1 service. Figure 3 uses Census data from the perspective of the household. In the most rural communities, roughly 30% of households report no access to internet, meaning they go without internet in their home. Taken together with the FCC data, this may mean that some households do not subscribe to service even though it is available, perhaps because they have little demand or the expense is burdensome. It may also be an indicator that the FCC data overstate coverage.

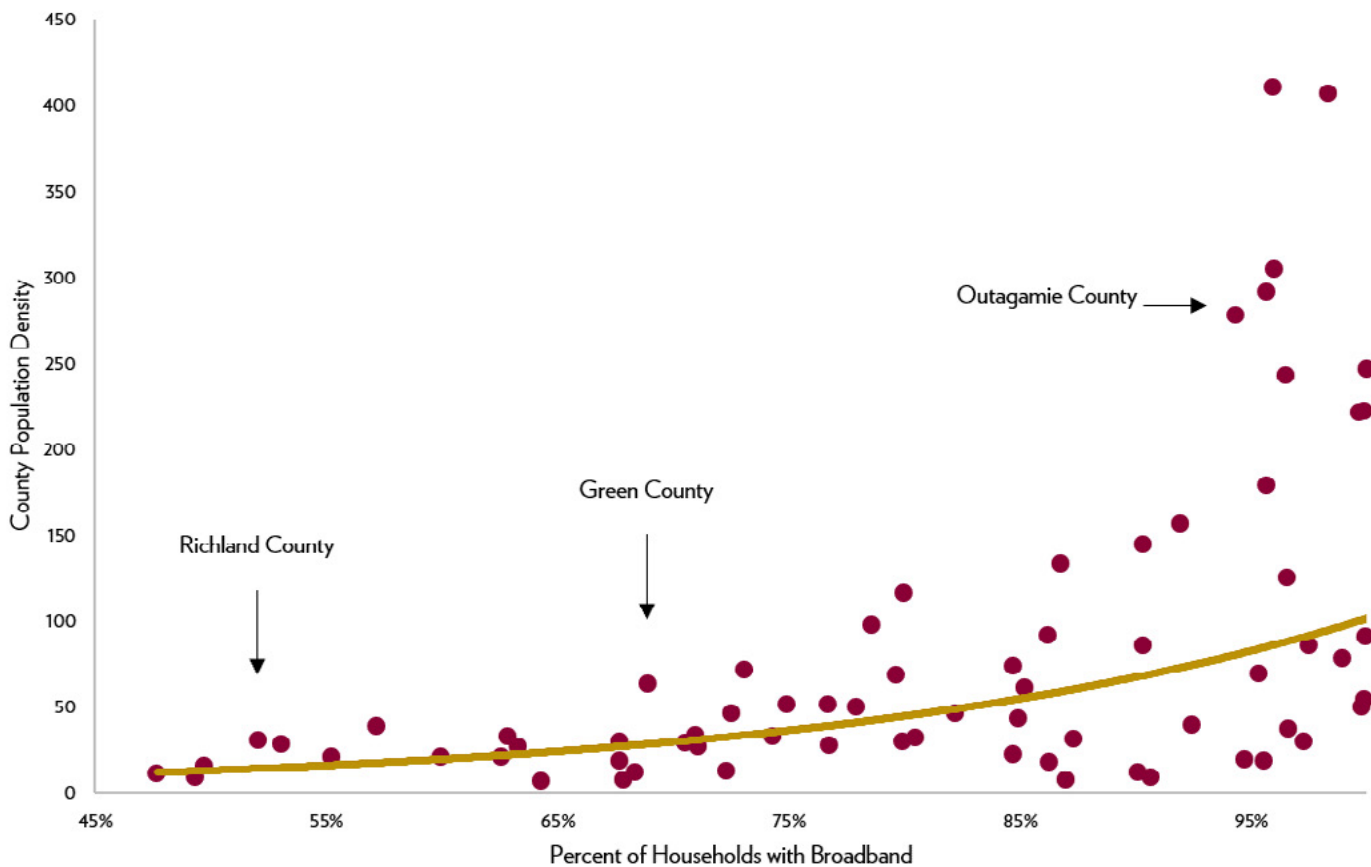
## ACCESS BY POPULATION DENSITY

With rural counties at a clear broadband disadvantage, it suggests that population density is key to understanding broadband access. In Figure 4, a simple scatterplot of Wisconsin counties relating the percent of households with access to broadband and population density reaffirms that population density is a key factor. It suggests that, at low levels of density, small increases in the number of people per square mile correspond, at most, to modest increases in broadband access. Only as population density gets above 60 people per square mile is there a strong upward (positive) relationship between density and broadband access. This implies that population density plays an important role in understanding access to broadband and the challenges for improving access in the most rural parts of the country.

*“With rural counties at a clear broadband disadvantage, it suggests that population density is key to understanding broadband access.”*

FIG 4

### ACCESS TO BROADBAND (25/3 MBPS) BY WISCONSIN COUNTY POPULATION DENSITY

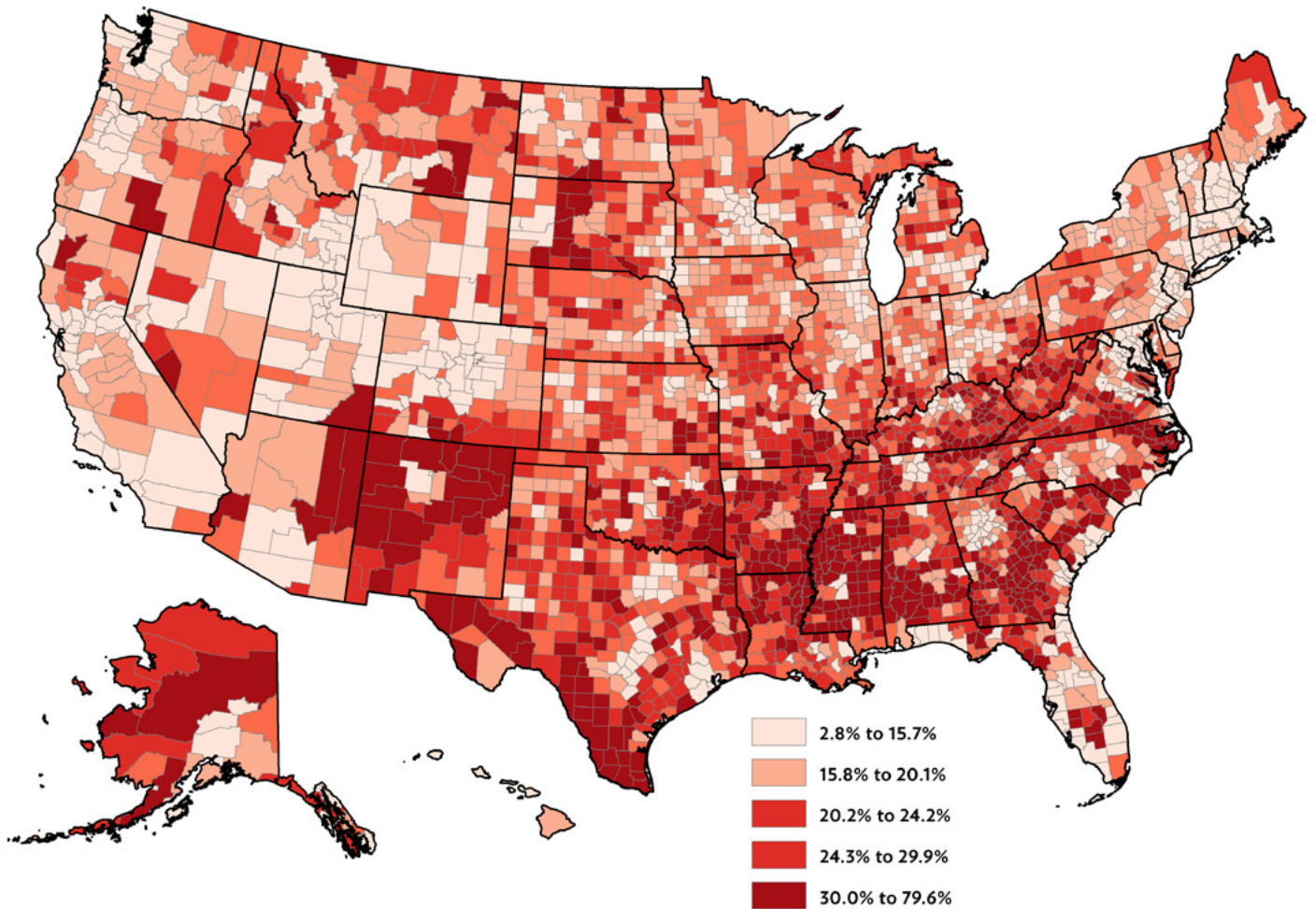


## LACK OF ACCESS

As an alternative to looking at access based on reporting by service-providers, we next consider how households describe their service using ACS data. First, in Map 3, we consider the share of households that report no access to internet—a complement to the perspective offered in Map 1. Importantly, in many pockets of the Deep South, large shares of the population indicate having no access, along with places in the West that are closely aligned with Native American reservation lands. Again, the Northwoods of the upper Midwest also has higher rates of no internet access.

MAP 3

### SHARE OF HOUSEHOLDS WITHOUT INTERNET ACCESS BY U.S. COUNTY



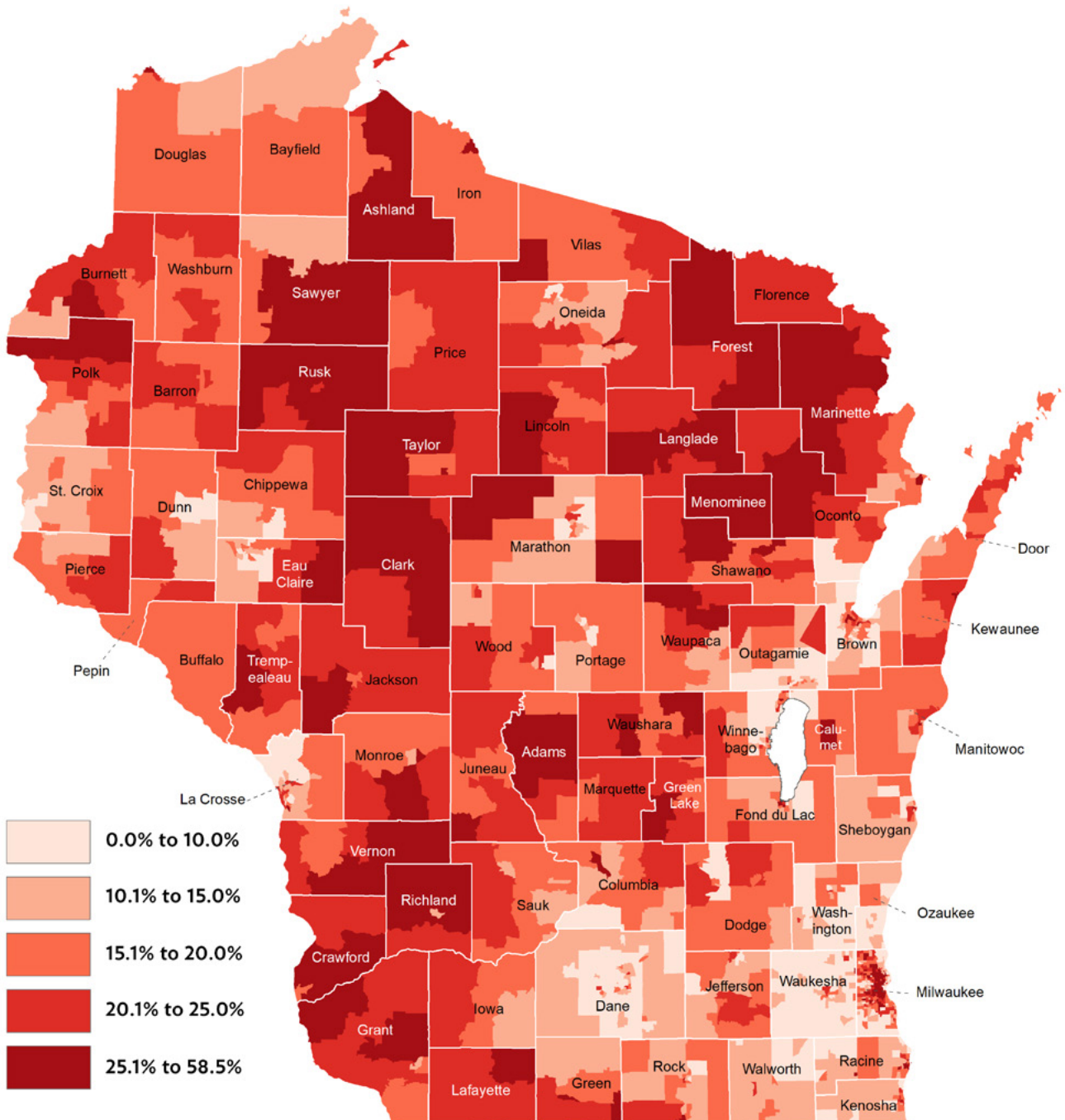


In Wisconsin, we clearly see that households in rural areas are more likely to report a lack of access to the internet (Map 4). Many census tracts in northern Wisconsin have high shares of households without internet access; see Ashland, Sawyer, Rusk, Price, Florence, Forest, and Marinette Counties. Households in rural census tracts found throughout central and southwest

Wisconsin are also much more likely to report a lack of internet access. Households in rural areas, however, are not alone in their lack of internet access. Many census tracts in metro areas also show high shares of households without internet, such as census tracts in the urban cores of Milwaukee, Madison, Green Bay, and Racine.

MAP 4

## SHARE OF HOUSEHOLDS WITHOUT INTERNET ACCESS BY WISCONSIN CENSUS TRACT



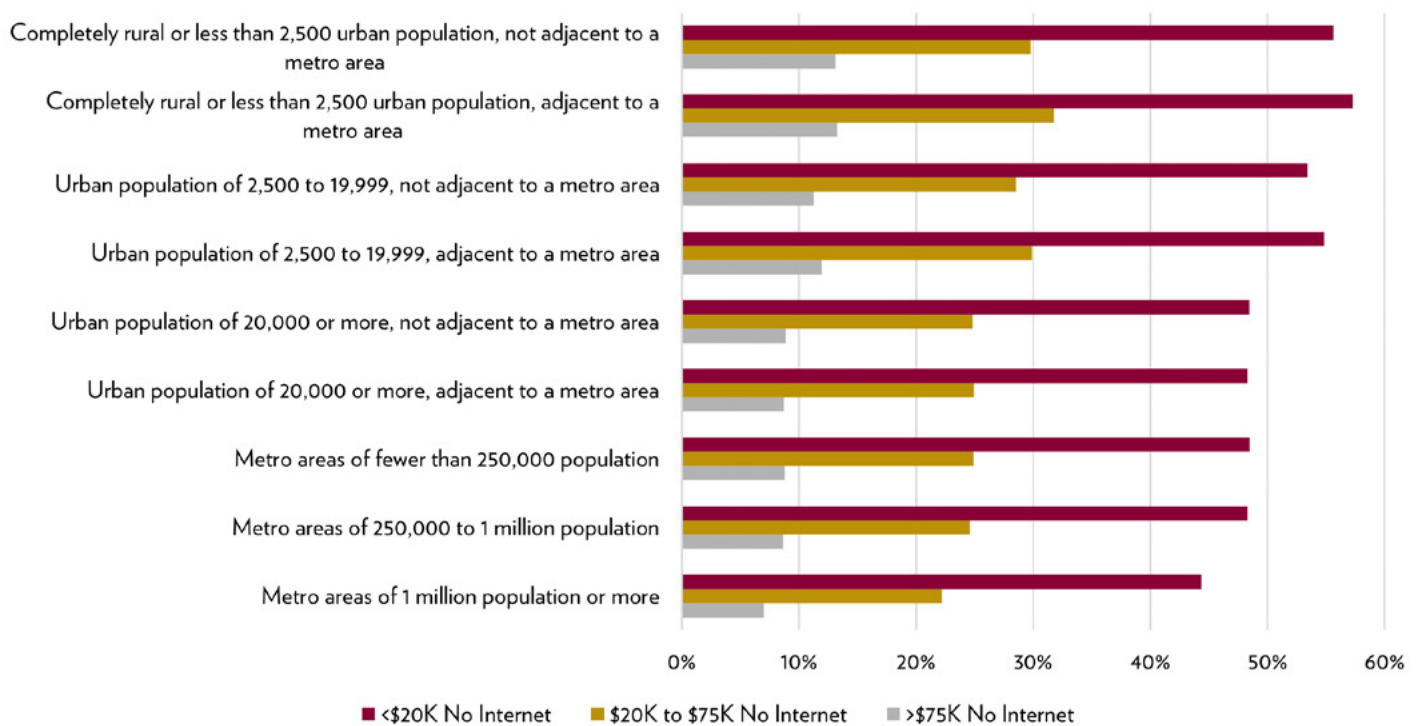
While rural areas clearly have less internet access and density seems to be a key factor in explaining the disparity, it could be due to other features of rural areas as well. For example, rural areas tend to have lower education outcomes, fewer businesses, varying terrain conditions, and, importantly, lower incomes when compared to urban areas. It could be that inadequate broadband is associated with lower incomes, which could partly explain the lack of service in rural areas. To look at the question of income as it relates to broadband access across the rural-urban continuum, we again group counties from the most rural to the most urban and create subgroups by household income within each category. The results, shown in Figure 5, indicate that the income divide across broadband access is perhaps starker than the rural-urban divide. (See Appendix for analysis of Wisconsin Counties alone.)

Looking at counties by income alongside their position in the rural-urban continuum, a strong pattern emerges. The households earning less than \$20,000 are far more likely to go without broadband than higher-income households, regardless of rurality. Across the urban-rural continuum, between 40 and 60 percent of these low-income households have no internet. For households earning more than \$75,000, between just 5 and 15 percent are without internet. These income differences also

likely explain the high shares of households without internet access in the aforementioned urban census tracts in Wisconsin. Thus, taking income into consideration highlights the extent to which low-income households across all types of communities do not have access to broadband. While low-income rural households do lag low-income urban households, the disparity between low-income and high-income households is generally larger than that between urban and rural.

The descriptive analysis suggests four general conclusions. First, while there are pockets of Wisconsin that lack adequate access to broadband (and the internet more generally), Wisconsin is ahead of some parts of the U.S., particularly the Deep South states. Still, Wisconsin lags many comparable regions such as New England and the Dakotas, for example. Second, population density plays an important role in understanding access to broadband as households in rural areas are less likely to have service. Third, household income is a key factor. Low-income households across the rural-urban continuum are far less likely to have internet access compared to high-income households. Finally, there are several rural counties in Wisconsin that compare well to national averages, such as Buffalo and Pepin, suggesting that there are means to enhance broadband access even in rural regions.

**FIG 5** | **PERCENT OF U.S. POPULATION WITHOUT INTERNET ACCESS BY HOUSEHOLD INCOME ACROSS U.S. COUNTY URBAN-RURAL CONTINUUM**



# HOW DID WE GET HERE?

While the gaps in broadband service are clear, the reasons why service has not reached all regions of the state and country are varied and more complicated. Population density or rurality, infrastructure expense, data limitations, and legal structures all play a part, depending on the location. One of the central arguments behind the pattern of low broadband access in relatively rural parts of the country shown in Map 1 focuses on population density. For internet service providers (ISPs), investments in broadband infrastructure are weighed against the customers and revenue they can gain. The argument is that the return on investment (ROI) in low population areas is insufficient to warrant large investments. The lower the population density, the greater the cost of the last mile investment comes into play. This has been a major rationale behind numerous federal and state broadband initiatives, to help offset these low ROIs.

The geographical terrain also plays an important role. Consider Richland County, WI which has a population density of about 31 people per square mile but broadband access of only 52.1 percent, which is relatively low compared to similarly dense counties in the state. One explanation for the difference in access may be topography or terrain. Richland County is in the heart of the Driftless region, which has a very uneven landscape with low rolling hills. In this type of geography, the cost of building the last mile can be particularly high because building broadband infrastructure in challenging terrain can require additional or more expensive construction and expertise. For providers, the additional cost may sufficiently lower the return on infrastructure investment to deter expanding service.

In addition to terrain, expanding access can be expensive because ISPs are often augmenting existing infrastructure. Specifically, they are using existing telephone poles to carry the necessary broadband infrastructure (such as fiber) to new consumers. Unless the ISP already owns the poles (as utility co-ops in Wisconsin sometimes do), they have to pay pole attachment fees, which can range from \$6 per pole for regulated fees up to \$15 per pole for the typical co-op owned pole (Connelly 2019). At roughly 18 poles per mile, these rental fees accumulate quickly.

Population density, terrain, and existing infrastructure are not the only barriers to broadband service provision; the percentage of potential subscribers offered the service that actually subscribe is also a factor. This percentage of subscribers is known as the take rate. The take rate affects the ROI—the higher the take rate, the higher the ROI. To break even, ISPs generally seek a 30-50 percent take rate. Communities demonstrating that they will have a high take rate may be more likely to receive high-speed, fixed internet service. Communities with a notable share of households that are less likely to use the internet, such as those with a large Amish population, may need to consider other strategies to address take rates.

## AN EXAMPLE OF COSTS

While cost estimates vary, this example demonstrates how the cost per subscriber of rural provision can be an order of magnitude greater than in urban areas.

A 2014 report from a technology consulting company estimated costs of broadband infrastructure using fiber technology in a range of settings with varying terrain and population density. They estimate, for example, \$85,000 per mile for new underground construction (CTC Technology and Energy, 2014). If new infrastructure is needed for overhead or aerial strands, they estimate \$51,000 per mile. If current telephone wires are already in place, they estimate \$12,000 per mile in a rural area and \$15,000 per mile in an urban area.

Internet service providers are concerned with the potential return on investment (ROI) when they make fiber installation expenses and thus weigh the potential revenue from new consumers, including take rate, against the expense of the infrastructure. The costs of new investment in urban areas can be spread over more customers. For example, spending \$12,000 per mile in Richland County at 31 people per square mile is roughly \$387/person. In Outagamie County, at 277 people per square mile, the cost per person, even using the more expensive urban area cost, is roughly \$54/person.

The price of internet access for consumers can be a barrier, particularly for lower income households, and, in some communities, may help us understand a low take rate. There is potential for fiber nearly everywhere, but it is not always at a price that would make it affordable to residents without subsidies or government investment. Even where the more affordable physical infrastructure is already in place, the costs of hookups, data plans, and broadband subscriptions can be a barrier to access. While prices vary by service provider and the characteristics of individual packages, one might expect to pay \$40 per month or more for broadband services, which may be cost prohibitive for low-income households. This is an important observation because it means that access to broadband is not sufficient for homes to utilize the service—it must also be affordable. The cost of the service, regardless of location, is likely a barrier for many households. This affordability concern is particularly significant when one considers that the primary way to move out of poverty is to invest in education. Increasingly, investing in education, retraining, and professional development requires access to broadband internet. The poverty trap appears to be deepening.

In sum, as a consequence of the high cost and low density of service provision, the ROI of the last mile for the ISP can be very low, if not negative. There are instances of customers who have asked to be connected and are provided initial cost estimates of thousands of dollars or more to lay the required lines. Most Wisconsin residents cannot afford such an expense.

There are several grant programs geared towards alleviating these cost barriers to broadband access. Most recently, the CARES Act included \$100 million in grants through USDA's Rural Utility Service. Prior to the CARES Act, the USDA prioritized broadband through the 2019 Farm Bill and through its 2018 ReConnect program which provided \$600 million in grants and loans and was recently expanded with a second round of \$550 million in funding.

These programs, however, can be difficult to access and implement. First, applicants must demonstrate need in order to qualify and be competitive for grants and loans, but the most commonly used Form 477 data from the FCC generally overstate coverage, which makes it difficult to definitively show a lack of service. As noted before, the FCC Form 477 data requires providers to list census blocks and report whether they can or do serve at least one location in a given census block. For rural census blocks at the periphery of a community, this may mean that, if a provider offers service to one home, which is most likely close to town, it can report service and speed for the entire block based on the one house it serves. Accordingly, this requirement leads the Form 477 data to generally overstate the availability of broadband. With the aim of addressing this data limitation, among other concerns with the Form 477 data,

*“...access to broadband is not sufficient for homes to utilize the service—it must also be affordable.”*

the Broadband Deployment Accuracy and Technological Availability (DATA) Act was signed into law on March 23, 2020 by President Trump. Unfortunately, these new data will not be available for some time.

In addition to the coverage discrepancies, internet service providers often misreport key pieces of information on the form. For example, there are cases of ISPs reporting speed rates as Kbps (thousands of bits per second) but Form 477 uses Mbps (millions of bits per second). Second, while ISPs are required to submit Form 477 twice a year, it takes the FCC an average of about a year and half to compile and report the data. Thus, the most current data is already out of date when it is published. Finally, the data only indicate the advertised available maximum download and upload speeds, which likely does not reflect the typical speeds experienced by customers, especially those in rural areas. Some ISPs advertise one speed rate (the maximum) but guarantee a lower rate. In reality, few households may be getting the faster advertised speed. When they report, even if only one customer in an area is provided with the faster speed, then all customers in the area are considered to have access to the same speed.

In addition to the challenges of using Federal data to establish need, these grant applications can be somewhat cumbersome and limit applicants to certain types of entities, such that those with industry savvy are often the best equipped to apply. The result is that commercial providers are often awarded these grants and their incentives are to build out service not to the most remote locations, but instead to the relatively densely populated rural areas leaving many still without coverage. As a result, the most remote locations may not only lack service but their opportunities for future provision are limited since the more densely populated neighboring regions, or those that may be important for making service feasible across the broader area, already have service. The result is that the most sparsely populated and least feasible regions are left without access. Even if providers opt out of providing service to denser rural regions, they may choose upgrades that improve low-speed service to existing clients. Even with such upgrades, however, it is possible that service is still slow compared to other regions, thus little is done to narrow service gaps.



FIG 6

**FEDERAL COST OF IMPLEMENTATION OF ANALOGOUS INFRASTRUCTURE**  
 IN BILLIONS OF DOLLARS. INFLATION ADJUSTED FOR 2017

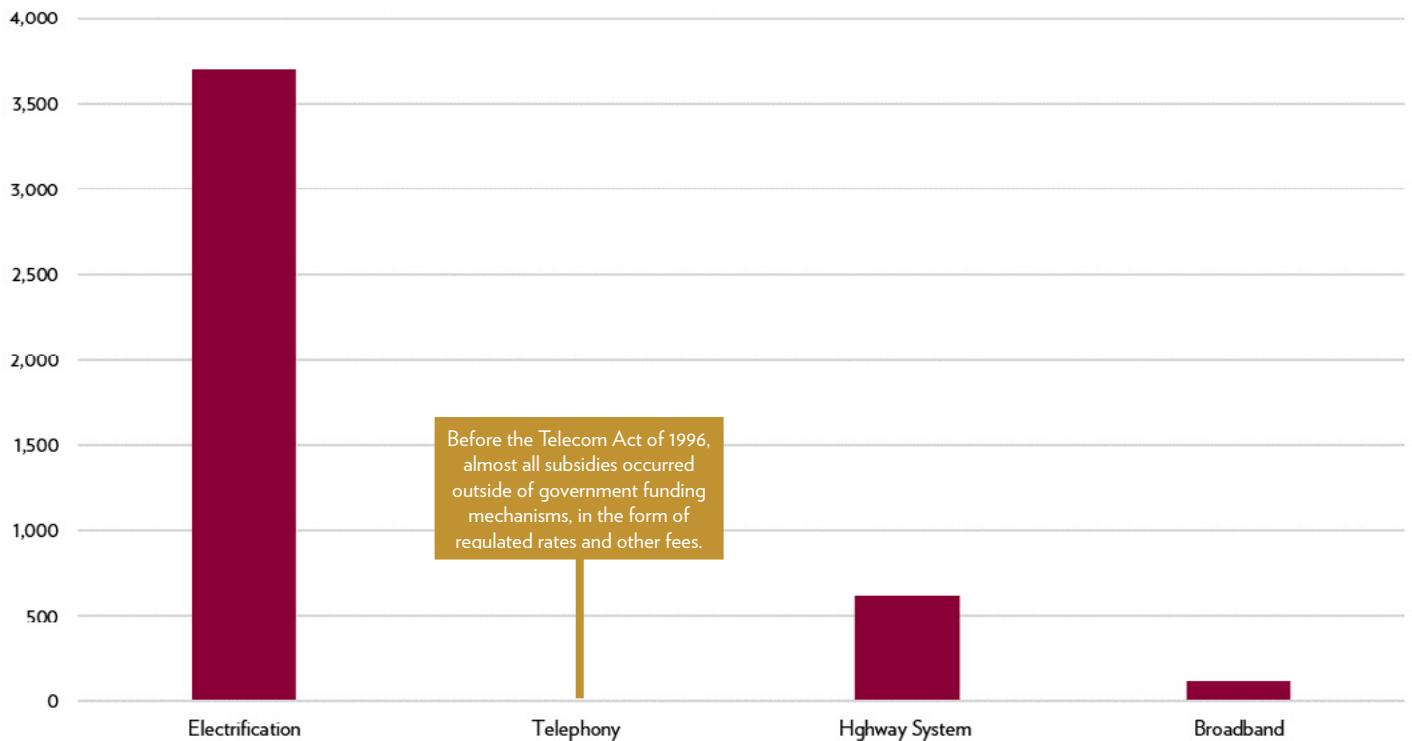


Figure reproduced from Low, S.A. "Rural Development: Perspectives from my Federal and State - Local Experiences," April, 6, 2019. Presidential Address. Southern Regional Science Association

While increased spending at the federal level may help expand access, we should consider the size of investment that may be required to have equitable access. While the recent federal investments are significant, a comparison to analogous infrastructure spending shows that broadband investment is modest. Figure 6 suggests that the federal cost of broadband is dwarfed by the cost of electrification. The cost of the highway system was at least several times more than what has been spent on broadband so far.

Finally, many states have legal barriers to municipal broadband. Municipal broadband is that which is owned or operated by a public entity and offers service within a particular jurisdiction. Municipal broadband is one potential strategy when commercial ISPs do not invest, often due

to the problem of high-cost/low-density. According to BroadbandNow, Wisconsin is one of 22 states with statutes that impose bureaucratic roadblocks to municipal broadband—often viewed as the result of telecom lobbying (Map 5)<sup>2</sup>. Recent research shows that these types of barriers have a negative impact on broadband availability (Whitacre and Gallardo 2020). Interestingly, the number of states with these bureaucratic barriers has decreased in recent years as some states have sought to remove barriers to provision (Whitacre and Gallardo 2020).

Wisconsin does permit municipalities, as opposed to private companies or cooperatives, to run broadband utilities<sup>3</sup>. However, grandfather clauses notwithstanding<sup>4</sup>, the statutes impose administrative and economic barriers

<sup>2</sup> See, as examples:

Strauss, Daniel. (2018, July 31). Lobbyists and location stymie rural America's quest for broadband. *Washington Examiner*. Retrieved from <https://www.washingtonexaminer.com/business/lobbyists-and-location-stymie-rural-americas-quest-for-broadband>

Brodkin, Jon. (2014, February 12). ISP lobby has already won limits on public broadband in 20 states. *Ars Technica*. Retrieved from <https://arstechnica.com/tech-policy/2014/02/isp-lobby-has-already-won-limits-on-public-broadband-in-20-states/>

Bader, Emily. (2011, November 11). How the Telecom Lobby is Killing Municipal Broadband. *Bloomberg*. Retrieved from <https://www.bloomberg.com/news/articles/2011-11-04/how-the-telecom-lobby-is-killing-municipal-broadband>.

<sup>3</sup> Wis. Stat. 66.0422(2)

<sup>4</sup> Wis. Stat. 66.0422(3)(3n)

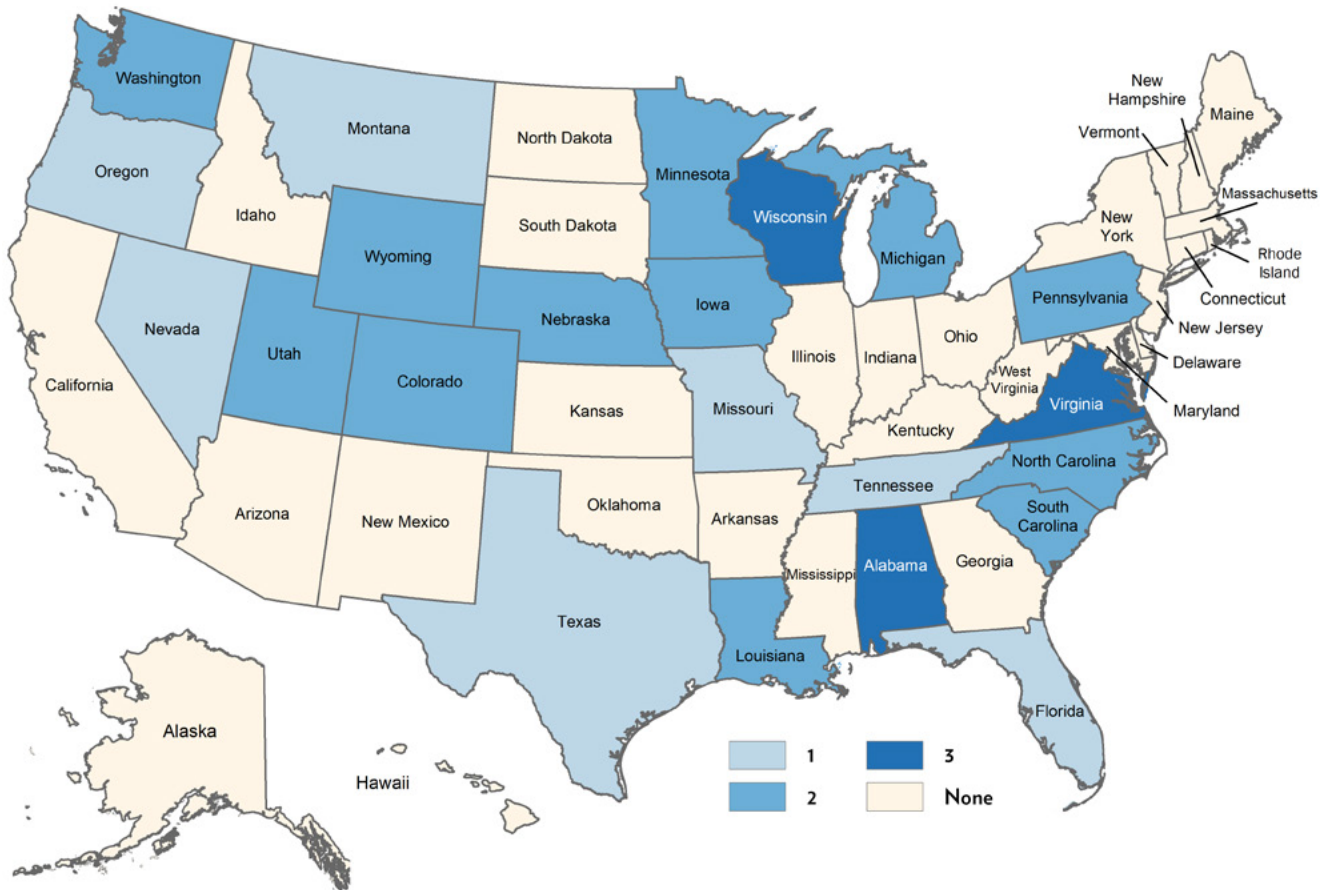
to municipalities doing so. Wisconsin is just one of three states with three identified barriers (funding barriers, competition barriers, and bureaucratic barriers) which make it functionally impossible for a municipality to build and provide broadband service to its citizens at a price its citizens can afford. For example, the statutes require onerous and expensive feasibility studies and long, drawn out public notice periods<sup>5</sup>. If the municipality undertakes a feasibility study, there are some considerations. First, the study may show that building and providing broadband to citizens is prohibitively expensive. Second, if it is feasible, the municipality's feasibility study and business plan are public record due to the public hearings, which can motivate a private company to enter the market and provide service before the municipality can finish the

process. Moreover, the exemptions to the feasibility study are a significant burden because they require that no other entity provide telecommunications service in the area, regardless of the quality, speed, or price of the service.

In the alternative, the municipality may ask private broadband providers, and only if they refuse, will the municipality be permitted to set up broadband services, but only within the boundaries of the municipality<sup>6</sup>. A third possibility is that municipalities may build a broadband service but not operate the service, and they may only do so if such service would not compete with any other service.<sup>7</sup> In any event, even if the municipality manages to run this operational gauntlet, they may not subsidize the service and must provide it at a price to "exceed its total service long-run incremental cost."<sup>8</sup>

MAP 5

**NUMBER OF STATE BARRIERS TO MUNICIPAL BROADBAND  
FUNDING, COMPETITION, AND BUREAUCRATIC BARRIERS**



<sup>5</sup> Wis. Stat. 66.0422(2)(a)(b)(c)

<sup>7</sup> Wis. Stat. 66.0422(3m)

<sup>6</sup> Wis. Stat. 66.0422(3d)

<sup>8</sup> Wis. Stat. 196.204(2m)

## RELATIONSHIPS TO ECONOMIC AND COMMUNITY WELL-BEING

Research has consistently found a strong positive relationship between internet access, particularly broadband, and economic growth and development. In a study of OECD countries, Czernich and colleagues (2011) found that a 10-percentage point increase in broadband penetration raised annual per capita growth by 0.9–1.5 percentage points. Koutroumpis (2009), also studying more advanced economies in Europe, found that density of internet connectivity not only increases growth in GDP but also increases what economists refer to as an agglomeration effect. In other words, increased density of broadband improved the comparative advantage of the economy, which reinforces economic growth. In a review of U.S. focused broadband studies, Holt and Jamison (2009) found consistent evidence that expanding access to the internet and broadband enhances economic growth.

Studies that focus on more rural areas within the U.S. find that access to broadband is important in attracting new businesses (Kim and Orazem 2017), fostering entrepreneurship (Alderete 2017; Conroy and Low 2020; Cumming and Johan 2010; Deller, Whitacre and Conroy 2019; Mack, Anselin and Grubestic 2011), enhancing farm profits (Kandilov, Kandilov, Liu and Renkow 2017) and even increasing the value of rural housing (Deller and Whitacre 2019). It is clear from the academic research that access to the internet and broadband in particular is no longer a luxury, but a necessary condition for regional economic growth and development.

In considering the economic impacts of broadband, we elected to construct a Broadband Index for each county in the U.S. that utilizes four primary access data points: the FCC share of population with access to broadband (25/3 Mbps), the ACS percent of households without access to internet, and, as indicators of poor access, the shares of households that use each satellite and cellular (smartphones) only for access to the internet (see Appendix). For our Broadband Index, higher values are associated with more access to the internet while lower values are associated with lower access. We then examine the relationship of this index to several regional conditions: population and employment growth, educational attainment and human capital, and health outcomes.

We first consider these relationships using a simple correlation analysis. The correlation analysis (depicted using scatter

plots) is useful in showing the relationships between access to broadband, community level growth and development, and overall well-being. Nonetheless, these relationships between broadband and community and economic development may be misleading. In particular, there may be other factors at play that are distorting our conclusions. Based on a wealth of prior research we also know that many of our measures of regional economic growth and development and community well-being are tied to population density and income, just as broadband seems to be. So, for example, it could be that the appearance of a relationship between broadband and a given measure of well-being is really based on an underlying relationship between income and well-being.

In other words, there exists a very real possibility that the focal indicators (employment, education, health) considered in the correlation analysis that appear to be driven by broadband are really driven by population density and/or income. That is, access to broadband and the internet is not really the causal factor, but rather a reflection of population density and income. To explore if this is indeed the case and prevent drawing incorrect conclusions about the economic impacts of broadband, we also use a more formal econometric analysis that explicitly controls for population density and income to better isolate the the influence of broadband on key economic variables.<sup>9</sup>

### BROADBAND INDEX

The Broadband Index simplifies the process of measuring access to broadband and internet by compiling four data points into one measure for each U.S. county. These data points are:

- The FCC share of population with access to broadband (25/3 MBPS)
- The ACS percent of households without access to internet
- The shares of households that use each satellite and cellular (smartphones) only for access to the internet

**Higher Broadband Index values are associated with more access to the internet.**

<sup>9</sup> The results of this additional regression analysis are provided in the Appendix, where we report the standardized regression coefficients so that the magnitude of the estimated coefficients can be directly compared. Note that population density, measured by the percent of the county population that does not live in an “urban place” (i.e., any municipality for Census reporting purposes that has a population greater than 2,500 is defined as an “urban place”), is statistically meaningful in helping us understand five of the six community well-being measures—all but the college educated share of the population. More rural places tended to have lower growth rates in population and employment between 2010 and 2018, higher 3rd grade reading test scores, and better self-reported health outcomes. Median household income does help us understand patterns in all six of our measures of community well-being. Across all measures, higher median income is associated with better community outcomes: greater growth, higher levels of human capital, and better health conditions. A simple comparison of the relative sizes of the standardized regression coefficients implies that income has a stronger effect on community well-being than the degree of ruralness.

## Population and Employment

Anecdotally, a lack of broadband can be a constraint on population and employment growth. As population growth and employment growth themselves are correlated, a lack of broadband could affect growth from several directions. If communities are attempting to attract new residents with the perspective that jobs follow people, new residents may be reluctant to move to particular regions of the state without broadband access. Similarly, when choosing between two otherwise similar communities, people may select to relocate to the one with more readily available broadband. In contrast, if communities are attempting to create new employment opportunities with the viewpoint that people follow jobs, it is possible that a lack of broadband could constrain job growth and deter new residents from moving into a community. In particular, businesses in rural communities without access to online markets, suppliers, and productive technologies are at a disadvantage that could result in lower levels of job growth.

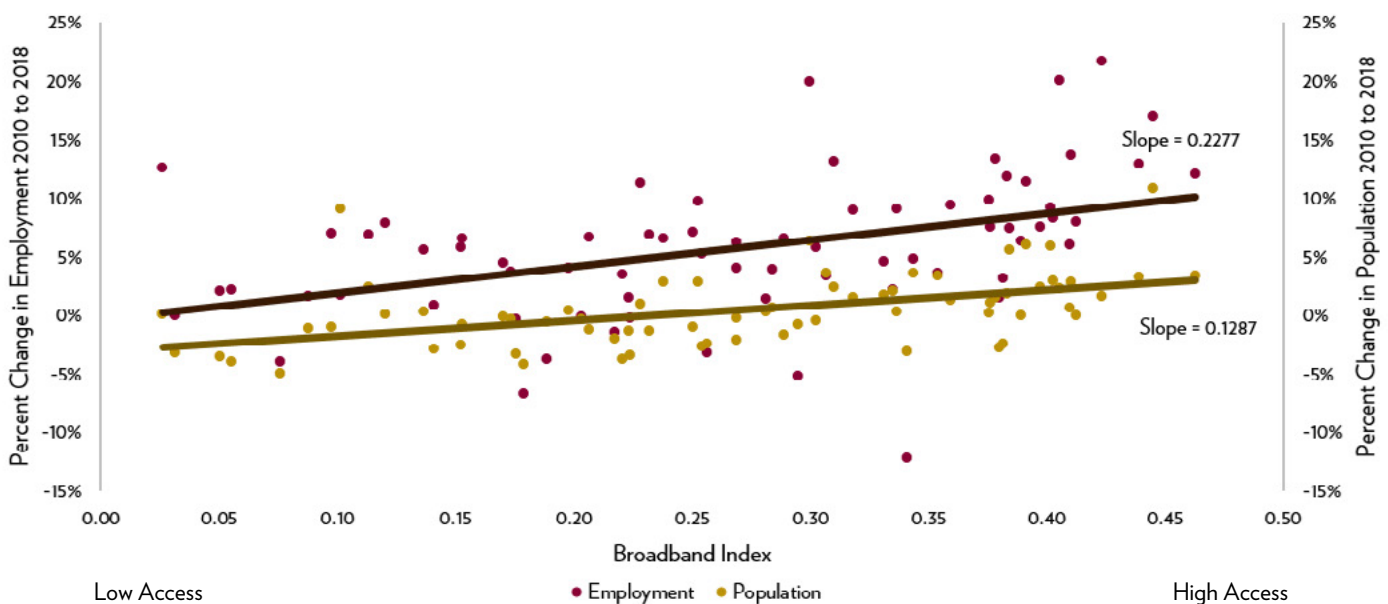
Consider how our Broadband Index measure is associated with growth in population and employment (Figure 7). Using data for all Wisconsin counties, a simple scatterplot of the percent change in population and employment from 2010 to 2018 reveals the expected positive relationships: counties with better access to the internet and broadband tended to experience greater population and employment growth. A mapping of all U.S. counties reveals a similar pattern (see Appendix).

The correlation analysis suggests that broadband has a positive impact on employment growth and population growth in Wisconsin. More rigorous econometric analysis, however, shows mixed results (see Appendix). It appears that, once we control for ruralness and income, as expected access to broadband is linked to higher rates of population growth—population growth is higher in counties with a higher value of the Broadband Index (more access). Broadband, however, has an inverse relationship to employment growth based on the model results.

Accordingly, the relationships in Figure 7 must be interpreted with caution and identifying the impact of broadband on employment and population growth for Wisconsin requires further investigation. Yet, anecdotal evidence, coupled with the work of Deller and Whitacre (2019) on the impact of broadband on rural housing prices, suggests that people are indeed revealing their preferences about access to the internet and broadband and are tending to avoid moving to regions without such services. Many rural communities across Wisconsin are attempting to promote boomerang migration where local youth are encouraged to go off to college, experience life in larger cities, then return to their home communities. Not having access to broadband has created a significant hurdle in trying to encourage local youth to return in adulthood. The strong relationship between our Broadband Index and population growth for Wisconsin (Figure 7 and Table A2) indeed supports the observational evidence widely heard across rural Wisconsin.

FIG 7

## BROADBAND INDEX AND POPULATION & EMPLOYMENT GROWTH IN WISCONSIN COUNTIES





## Education

Another way to assess the impact of broadband access is to examine county-level education outcomes across our Broadband Index. We first consider educational attainment. While there are numerous measures of educational attainment, for this analysis we use the percent of the population (age 25 and over) that has some college experience—this could be classes at local technical schools, colleges, or universities. This includes all people that have Associate's, Bachelor's and graduate degrees as well as those that attended some college but did not earn a degree. For Wisconsin counties (Figure 8), as for the country as a whole, there is a strong relationship: counties that have greater access to the internet and broadband tend to have a higher level of educational attainment.<sup>10</sup>

If we combine the strong evidence on broadband and educational attainment, and complement these observations with the aforementioned anecdotal evidence about broadband availability and population growth from across Wisconsin, it suggests that the lack of adequate access to the internet and broadband in rural Wisconsin is a factor contributing to rural brain drain. As more formally educated individuals are already highly concentrated in large metro areas, and metro areas have disproportionately higher levels of broadband speed and availability, a lack of adequate access in rural areas is creating a barrier for rural brain gain, at a minimum.

Furthermore, educational and professional development opportunities, whether formal or informal, increasingly depend on access to the internet and broadband. These opportunities could include formal online classes (distance education), professional development seminars and online workshops, or self-motivated desires to learn something new or different. Indeed, businesses that invest in new technologies or pieces of equipment are finding that access to broadband is necessary as more vendors move documentation to online only formats.

Educational attainment is only one way to measure how access to the internet and broadband impacts the development of human capital within the community. With the closure of Wisconsin schools due to COVID-19, all classroom learning moved online during the 2020 spring semester. While educators are currently discussing the effectiveness of such a learning format for K-12 students, particularly elementary school students, access to affordable broadband is required to

equitably offer this online learning alternative. Teachers and parents are discovering numerous learning opportunities that are available online beyond resources made available by the student's school. But again, access to affordable broadband is necessary. The push for online learning motivates the question of a link between broadband access and student outcomes in the form of testing scores.

To explore this question, we use two sets of testing data: 3rd grade reading testing scores and ACT scores for Wisconsin high school students. The 3rd grade test scores come from the Stanford Education Data Archive program and are interpreted as the average reading capacity relative to the class expectations. For example, a score of 3.5 indicates that 3rd graders are performing half a grade level better than expected for 3rd graders. Because these data are available at the county level, we match it to our Broadband Index to be consistent with the rest of the analysis presented in this section of the report. Due to data limitations, rather than use our Broadband Index with ACT scores, we use American Community Survey data on the percent of the population that self-reported having access to broadband at the school district level. We then combine broadband access with average ACT test scores at the school district level.

Third grade reading test scores compared to the Broadband Index is provided in Figure 9 for Wisconsin counties and ACT scores compared to access to broadband is provided in Figure 10 for Wisconsin school districts. In each of the scatter plots, there is a positive relationship between access to broadband and academic outcomes but it is especially so for ACT scores. Students, both upperclassmen in high school (i.e., juniors and seniors) and 3rd graders, in places where households have access to the internet and broadband perform better on these two tests than students in places that lack access.<sup>11</sup>

This simple finding has several implications for the economic well-being of Wisconsin residents. First, students that lack access to the internet and broadband are at a disadvantage in terms of investing in their own human capital, which limits future economic prospects. Second, from a larger regional economic perspective, poorer educational outcomes can lead to a less desirable labor pool in the future as students age into the workforce. As a long-term consequence, this may hinder the viability of businesses located in areas with limited internet and broadband. Third, potential boomerang migrants will be less likely to return to communities that do

---

<sup>10</sup>The pattern for all U.S. counties is similar (see Appendix). Complementary analysis using different measures of educational attainment found similar patterns: low levels of access to the internet and broadband tend to be associated with lower levels of educational attainment.

<sup>11</sup>The relationship between our Broadband Index and 3rd Grade Reading Scores also holds using all U.S. counties (see Appendix).

not have adequate educational resources for their children. In a series of studies exploring boomerang migrants to rural communities, von Reichert, Cromartie, and Arthun (2011, 2014a, 2014b) found the quality of schools and educational opportunities for their children to be primary determinants of whether or not adults who had moved away when they were young relocated their families from urban areas back to their rural origins. Again, lack of adequate internet and broadband access creates a bottleneck limiting the ability for communities to benefit from brain gain through boomerang migration.

When considering the correlation between broadband and human capital, it appears that higher levels of broadband access are connected to improved educational outcomes. However, broadband may simply be capturing the impact of income and density on education. It could be that it is not so much broadband that is linked to higher education, but rather to higher income and more urban populations (which also tend to have broadband access) and this mediated relationship is driving correlations. Nonetheless, even after controlling for population density (or ruralness) and income in the more rigorous econometric analysis (see Appendix), the simple findings from the correlation analysis in Figures 8, 9, and 10 are reaffirmed as a lack of broadband places downward pressure on human capital. More specifically, we find that broadband and internet access are more important to the human capital outcomes considered here than the degree of rurality, but less so than income levels.

FIG 8

**BROADBAND INDEX AND EDUCATIONAL ATTAINMENT  
IN WISCONSIN COUNTIES**  
*PERCENT OF POPULATION (AGE 25+) WITH AT LEAST SOME COLLEGE*

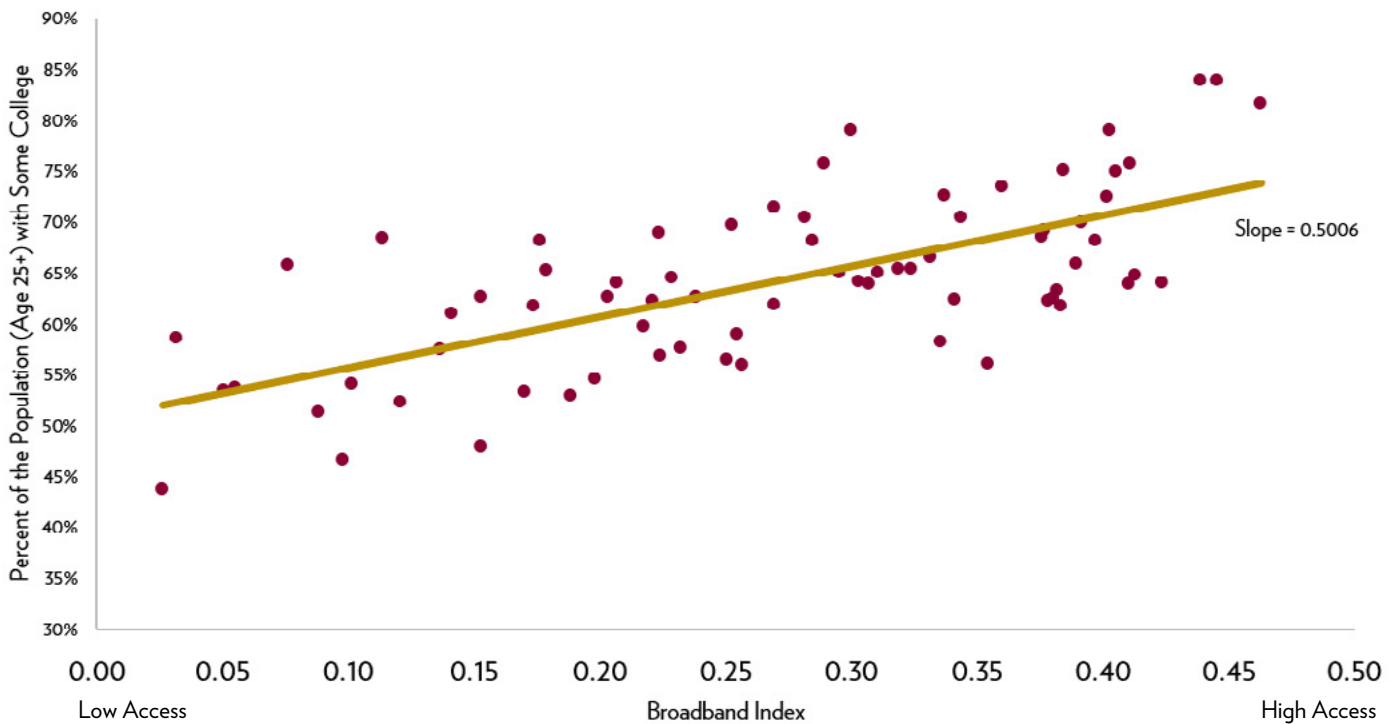




FIG 9

### BROADBAND INDEX AND 3RD GRADE READING SCORES IN WISCONSIN COUNTIES

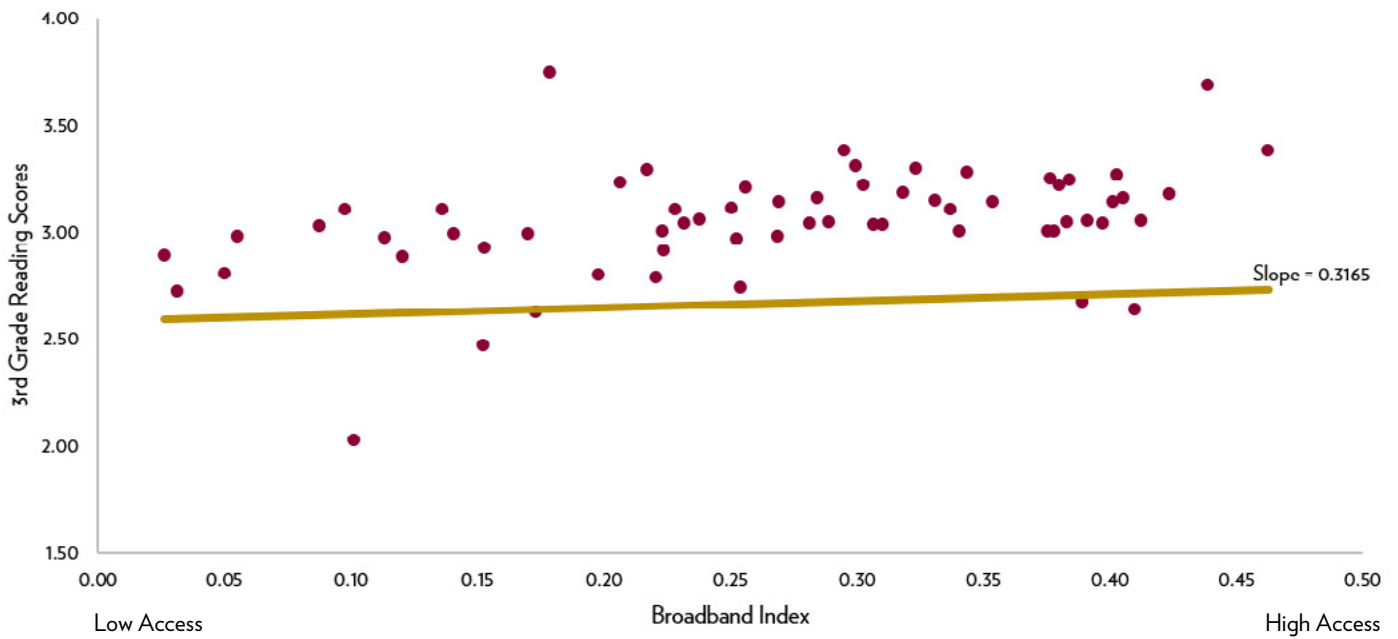
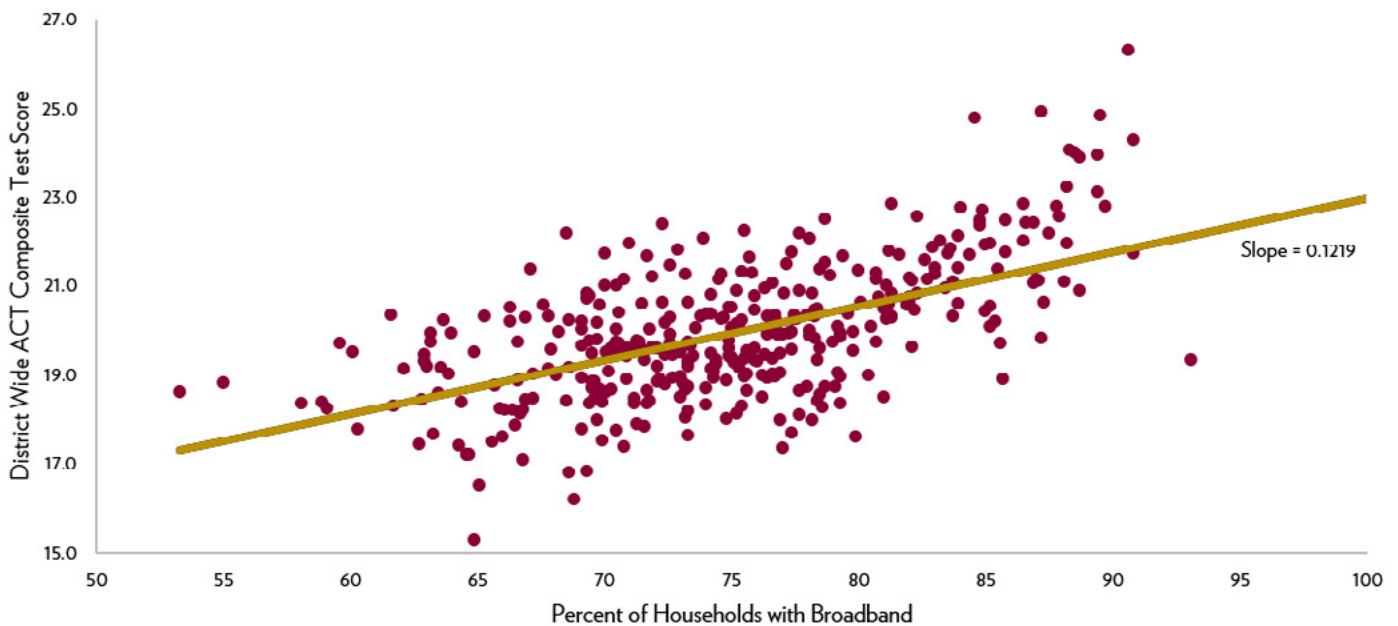


FIG 10

### BROADBAND INDEX AND ACT COMPOSITE TEST SCORES (ALL STUDENTS) IN WISCONSIN SCHOOL DISTRICTS



## Health Outcomes

The final relationship we consider is the connection of broadband to community well-being in terms of health outcomes. The link between broadband and health care is often considered through the lens of telehealth where patients can access medical health practitioners through web conferencing (e.g., Jennett 2003). Increasingly, practitioners can conduct in-house visits and access necessary technologies through the internet. These connections, however, require broadband level speeds and consistent connection quality. Health outcomes can also increase through access to health care information such as internet-based counseling, coaching, and educational materials. The potentially growing link between broadband and health outcomes is a growing concern for many communities that lack access to the internet and broadband as it is widely accepted that individual health has both direct and indirect impacts on labor productivity and, hence, the economy (Deller 2020).

To explore the relationship between access to broadband and health outcomes, we use data collected by the University of Wisconsin-Madison Population Health Institute and reported in the County Health Rankings.

While the [County Health Rankings](#) contain several measures of health, for this simple analysis we use the percentage of adults self-reporting fair or poor health (age-adjusted), as well as the average number of mentally unhealthy days reported in the past 30 days (age-adjusted). We again conduct a simple correlation analysis (scatter plots) using all Wisconsin counties.<sup>12</sup>

The data support the notion that a lack of access to the internet and broadband could be associated with higher levels of fair to poor health and a higher number of poor mental health days (Figures 11 and 12) as counties that have more limited access to the internet and broadband tend to have poorer health outcomes. These correlations could be explained by other factors. For instance, lower income households tend to have poorer health outcomes and lesser access to broadband. We also know that individuals with higher levels of education tend to have better health outcomes, but also tend to concentrate in areas with higher levels of broadband access. However, the results of the expanded regression analysis in the Appendix also reaffirms the findings that lesser access to the internet and broadband is linked to poorer health outcomes, even after controlling for these other factors.

*“...a lack of access to the internet and broadband could be associated with higher levels of fair to poor health and a higher number of poor mental health days...”*

---

<sup>12</sup>We also ran correlations for all available U.S. counties and find patterns consistent with the Wisconsin results (see Appendix).

FIG 11

### BROADBAND INDEX AND PERCENT OF THE POPULATION REPORTING POOR OR FAIR HEALTH IN WISCONSIN COUNTIES

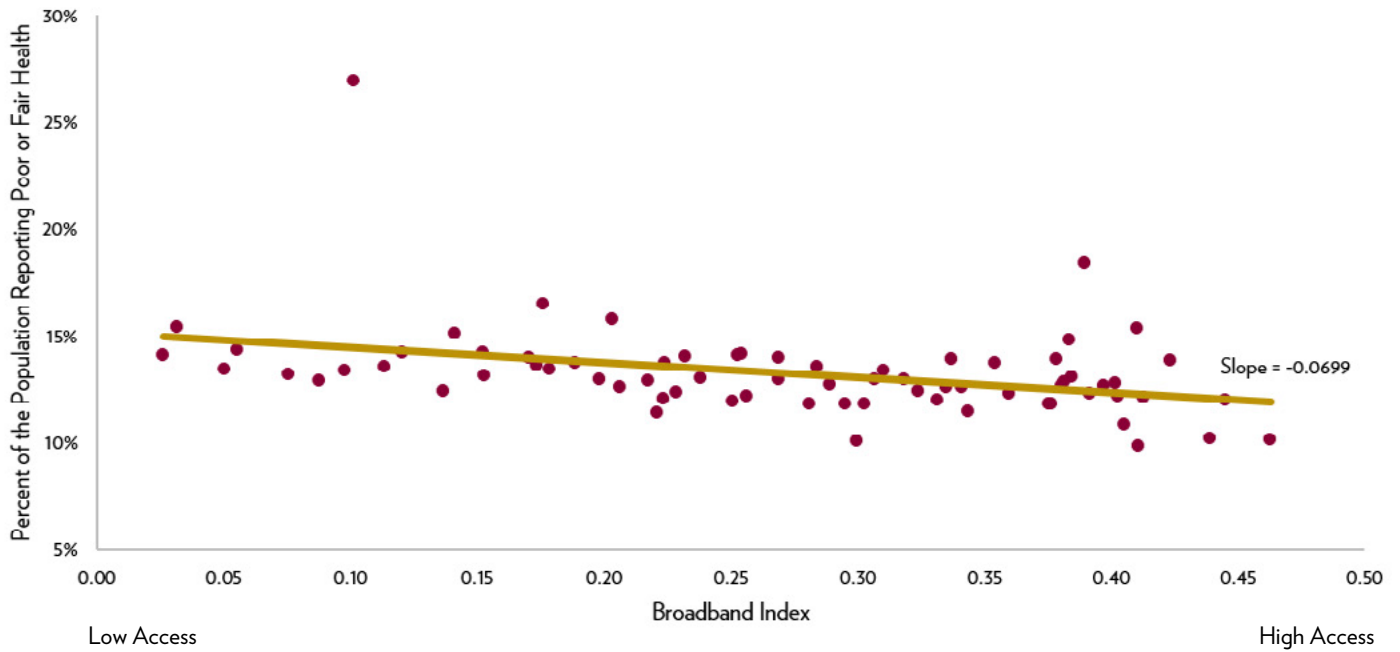
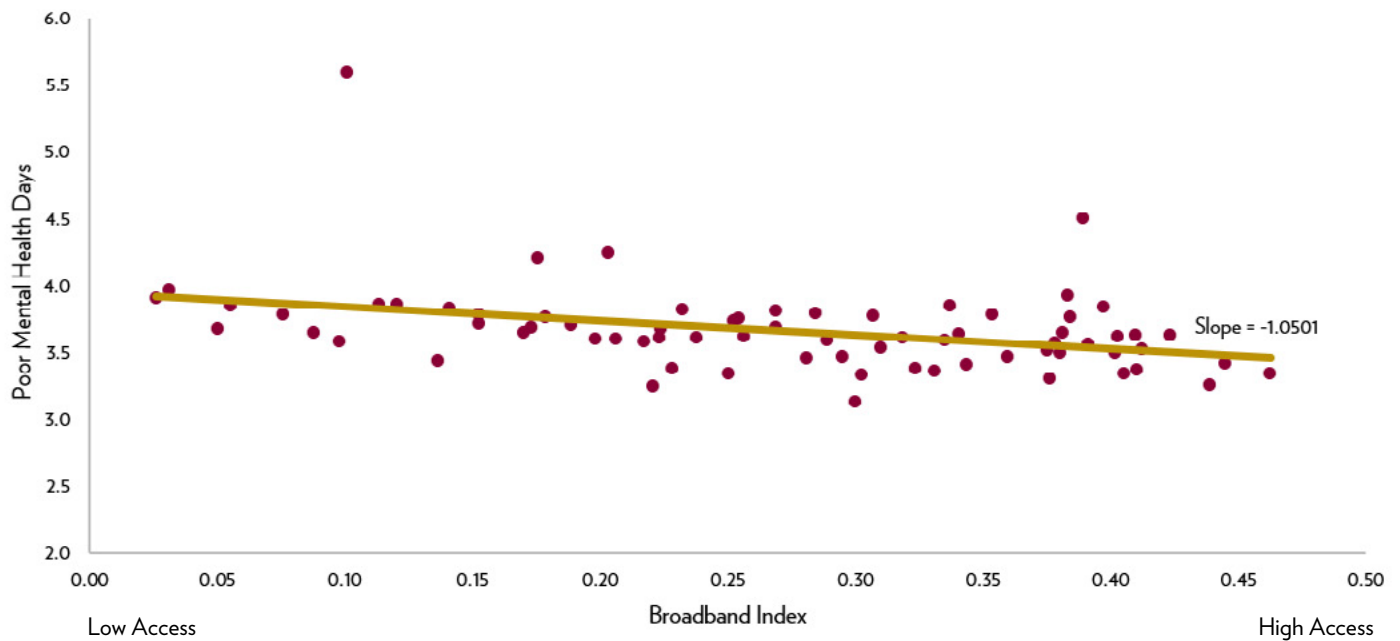


FIG 12

### BROADBAND INDEX AND POOR MENTAL HEALTH DAYS IN WISCONSIN COUNTIES



## Broadband Access in Regional Development & Community Well-Being

In summary, the results of our analysis suggest several relevant findings that connect broadband access to regional development and community well-being:

- After controlling for ruralness and income, access to broadband is not statistically linked to population growth, but is somewhat weakly linked to higher rates of employment growth. Given these results, the impact of broadband on employment and population growth for Wisconsin should be further explored.
- A lack of broadband places downward pressure on human capital. We specifically find that broadband and internet access are more important to human capital outcomes than the degree of ruralness, but less so than income levels.
- Our analysis finds that lesser access to the internet and broadband is linked to poorer health outcomes. However, broadband and internet access is not as important to health outcomes as either the degree of ruralness or income levels.

Other than the mixed results on population and employment growth, our analysis reaffirms most of the academic literature: access to the internet and broadband has a positive impact on the well-being of individual residents and the overall community. Communities, as well as individuals, that have no or limited access to the internet and broadband are at a disadvantage when compared to those that have high levels of access. Today, access to quality broadband internet at a reasonable price has become necessary for local communities to compete in the modern economy.

Importantly, the results of our analyses are based on data collected before the COVID-19 pandemic, and the rise of COVID-19 may have further implications on broadband availability, economic development, and community well-being. For instance, we would expect that the relationship with poor mental health days would increase during this period of COVID-19 isolation as the internet has become the primary means for which people remain connected to friends and

non-immediate family members. The inability to Facetime, Skype, or Zoom with friends and family while isolated can lead to higher rates of mental stress. Such stress can, in turn, compound other health issues.

Many school districts will continue to offer distance learning until case counts drop or other means of controlling COVID-19 are widely available. As students continue to learn from home, will a lack of adequate broadband have a greater impact on human capital than is already apparent? Furthermore, numerous employees continue to work at home due to COVID-19, with some employers suggesting that telecommuting may remain a permanent or expanded option. In response, there are anecdotes about urban residents seeking exurban or rural housing options with adequate broadband. Are these potential preferences permanent, and, if so, could the relationship between broadband access and population growth change? Regardless, COVID-19 has emphasized (and will continue to do so) the importance of broadband to regional economic and community development.

# WHERE DO WE GO FROM HERE?

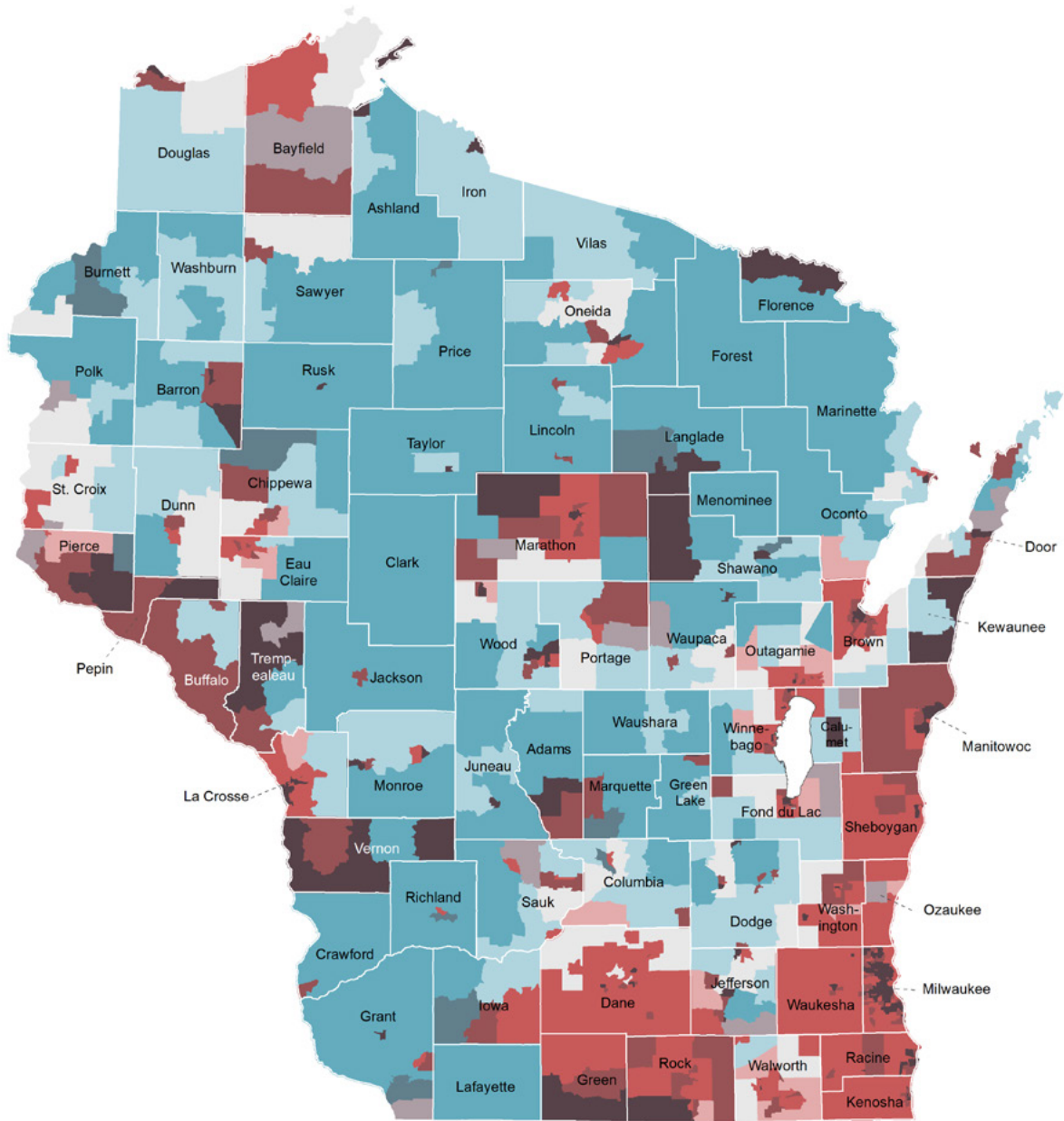
There are significant pockets of Wisconsin where broadband internet is simply unavailable or insufficient. This lack of access is a combination of both the lack of physical infrastructure as well as cost barriers for lower income individuals and households. That is, infrastructure alone will not solve broadband internet access problems. From an economic growth and development position, access to high-speed, reliable, and inexpensive broadband has become a necessary condition. Broadband is no longer a luxury. Communities across Wisconsin are aware of this and are working diligently to address local shortcomings to broadband access.

There are federal and statewide strategies and policies that could encourage broadband access. However, communities, regions and the State of Wisconsin will need to consider and implement effective strategies that also reflect local conditions. Consider the distribution of Wisconsin residents with access to broadband based on the FCC Form 477 data vs. households reporting no internet access (Map 6):

- Many households in census tracts with below average access to broadband according to the FCC data also report higher than average levels without internet access. Most of these tracts (in **bright teal**) are in rural areas and likely reflect a lack of sufficient infrastructure. Accordingly, these areas may want to prioritize strategies and policies that encourage the development of physical resources needed to provide access.
- There are also census tracts (in **bright red**) that have high levels of reported broadband availability from the FCC data, but also have a higher than average percent of households without internet. These are often found in lower income areas, such as many census tracts in the City of Milwaukee, in the City of Madison, and in Racine and Brown Counties. These areas may need to consider policies that make broadband more affordable.
- Many areas may need to consider policies that make broadband more affordable but also make broadband infrastructure more available.
- There are also census tracts in which FCC data do not accurately depict broadband availability. These tracts have high levels of reported broadband availability, but also have a higher than average percent of households without internet that may not reflect income levels. For instance, officials in Marathon County report that many rural areas do not have access to broadband despite the FCC data suggesting otherwise. Conditions in these census tracts may echo the concerns of many broadband grant applicants—that the FCC data does not accurately depict broadband availability. These census tracts could benefit from policies that improve broadband data or create alternate means of showing need.
- Finally, there are also census tracts that suggest high levels of broadband availability and a high share of households without internet in areas that could be affected by a lack of broadband adoption by households. These areas and households could choose to implement outreach and education strategies that note the benefits of broadband and encourage its use to help increase take rates.

There are many examples of policies and strategies that encourage the expansion of broadband, such as grants for investment in broadband infrastructure, the creation of Broadband Offices in state government (such as the Wisconsin Broadband Office in the Public Service Commission), and removing barriers to enacting broadband service. There are also numerous case studies from communities and institutions across the nation that show unique and effective examples of local broadband development. These policies and case studies are further outlined in the companion policy piece to this report.

## SHARE OF POPULATION WITH ACCESS TO BROADBAND VS. SHARE OF HOUSEHOLDS WITHOUT INTERNET BY WISCONSIN CENSUS TRACT



Households without Internet Access

Less than 90.0%	90.0% to 94.9%	95.0% or More
-----------------	----------------	---------------

**Population with Access to Broadband (25/3 Mbps)**

**Share of Population with Access to Broadband (FCC Form 477):**

State of Wisconsin: 92.3%  
 United States: 94.8%

**Share of Households without Internet Access (ACS):**

State of Wisconsin: 15.8%  
 United States: 15.8%



# REFERENCES

- Alderete, M.V. (2017). "Mobile Broadband: A Key Enabling Technology for Entrepreneurship?" *Journal of Small Business Management*. 55(2):254-269.
- Connelly, M. (2019). "The Economic Impact of Section 244 Exemption of Municipal and Cooperative Poles." Available at <https://www.ncta.com/sites/default/files/2019-07/NCTA%20Muni%20and%20Coop%20Poles%20Connolly%20Paper%20Ex%20Parte%20Filing%207-22-19.pdf>
- Conroy, T. and S. Low. (2020). "The Need for Speed: Rural Broadband and Entrepreneurship by Business Size and Gender." Paper to be presented at the 59th Annual Meetings of the Southern Regional Science Association. Savannah GA.
- CTC Technology & Energy. (2014). "A Model for Understanding the Cost to Connect Schools and Libraries with Fiber Optics." Prepared for the Schools, Health & Libraries Broadband Coalition. Available at <https://ecfsapi.fcc.gov/file/60000984293.pdf>.
- Cumming, D. and S. Johan. (2010). "The Differential Impact of the Internet on Spurring Regional Entrepreneurship." *Entrepreneurship Theory and Practice*. 34(5):857-884.
- Czernich, N., O. Falck, T. Kretschmer and L. Woessmann. (2011). "Broadband Infrastructure and Economic Growth." *The Economic Journal*. 121(552):505-532.
- Deller, S.C. (forthcoming). "Access to Health Care and Rural Worker Productivity." *Applied Economic Perspectives and Policy*.
- Deller, S.C. and B. Whitacre. (2019). "Broadband's Relationship to Rural Housing Values." *Papers in Regional Science*. 98(5):2135-2156.
- Deller, S.C., B. Whitacre and T. Conroy. (2019). "Broadband Speed and Business Startup Rates." Paper presented at the 58th Annual Meetings of the Southern Regional Science Association Meetings. Arlington, VA.
- Grubestic, T. (2004). The Geomographic Correlates of Broadband Access and Availability in the United States. *Telematics and Informatics* 21(2004) 335-358.
- Holt, L. and M. Jamison. (2009). "Broadband and Contributions to Economic Growth: Lessons from the U.S. Experience." *Telecommunications Policy*. 33(10-11):575-581.

Jennett, P. (2003). "Socio-Economic Impact of Telehealth: Evidence Now for Health Care in the Future. Final Report." University of Calgary.

Kandilov, A., I.Kandilov. X. Liu and M. Renkow. (2017). "The Impact of Broadband on U.S. Agriculture: An Evaluation of the USDA Broadband Loan Program." *Applied Economic Perspectives and Policy*. 39(4): 635-661.

Kim, Y., and P. Orazem. (2017). "Broadband Internet and New Firm Location Decisions in Rural Areas." *American Journal of Agricultural Economics*. 99(1): 285-302.

Koutroumpis, P. (2009). "The Economic Impact of Broadband on Growth: A Simultaneous Approach." *Telecommunications Policy*. 33(9):471-485.

Mack, E.A., L. Anselin and T.H. Grubestic. (2011). "The Importance of Broadband Provision to Knowledge Intensive Firm Location." *Regional Science Policy & Practice*. 3(1):17-35.

von Reichert, C., J.B. Cromartie and R.O. Arthun. (2011). "Returning Home and Making a Living: Employment Strategies of Return Migrants to Rural U.S. Communities." *Journal of Rural and Community Development*. 6(2).

von Reichert, C., J.B. Cromartie and R.O. Arthun. (2014a). "Impacts of Return Migration on Rural U.S. Communities." *Rural Sociology*. 79(2):200-226.

von Reichert, C., J.B. Cromartie and R.O. Arthun. (2014b). "Reasons for Returning and Not Returning to Rural U.S. Communities." *The Professional Geographer*. 66(1):58-72.

Whitacre, B., & Gallardo, R. (2020). State broadband policy: Impacts on availability. *Telecommunications Policy* 44(2020).

Winkler, R., S.C. Deller and D.W. Marcouiller. (2015). "Recreational Housing and Community Development: A Triple Bottom Line Approach." *Growth and Change*. 46(3):481-500.

# APPENDIX

## A.1. Broadband Index

We build this index using the statistical method commonly referred to as principal component analysis. Here, one estimates a matrix of correlation coefficients (or a covariance matrix) and uses those correlations to build a weighting scheme to aggregate the individual measures into one index. Suppose that one individual variable is highly correlated with the other variables of interest; that highly correlated variable will receive a higher weight and contribute more to the final index. Suppose another variable is less correlated with the other variables; this variable will have a smaller weight and contribute less to the final index. The final weighting scheme for our Broadband Index is provided in Table A1.

Because the three measures from the American Community Survey (ACS) are associated with lower levels of internet access, they tend to move together in the same direction, whereas the FCC measure of broadband access (25/3 Mbps) moves in the opposite direction, which is as expected. The absolute values of the individual weights range from 0.4597 to 0.5660 which means that no one individual measure dominates the overall Broadband Index. The overall index explains 50.5 percent of the variation in all four measures. The elements of

the measures that are not explained by the Broadband Index are likely attributed to population densities and income.

A simple mapping of our Broadband Index (Map A1) reveals a geographic pattern that is largely consistent with the mapping of 25/3 Mbps (Map 1) and percent of the population reporting no internet access (Map 3). Again, the Deep South states of Louisiana, Mississippi, and Alabama, along with Arkansas, tend to have high Broadband Index values (high levels of access), along with pockets of the western U.S. The Northwoods of the upper Midwest is again identified as having limited access along with parts of western Wisconsin within the Driftless region. Comparing the averages of our Broadband Index across the rural-urban spectrum again reveals that, the more rural the area, the lower the quality of access to the internet and broadband (Figure A1). This result, coupled with these geographic consistencies, lends a level of confidence to our overall observations. Specifically, access to the internet and broadband is limited in many parts of Wisconsin. While there are other parts of the U.S. that have poorer access issues than Wisconsin, there remains room for improvement.

TABLE A1

**BROADBAND INDEX WEIGHTS**

Variable	Eigenvectors (“Weights”)
Satellite (ACS)	-0.4959
Cellular Data Only (ACS)	-0.4715
No Internet (ACS)	-0.4597
Access to 25/3 MBPS (FCC)	0.5660
Variance Explained	0.5046

MAP A1

### BROADBAND INDEX BY U.S. COUNTY

HIGHER VALUES ARE ASSOCIATED WITH HIGHER QUALITY INTERNET

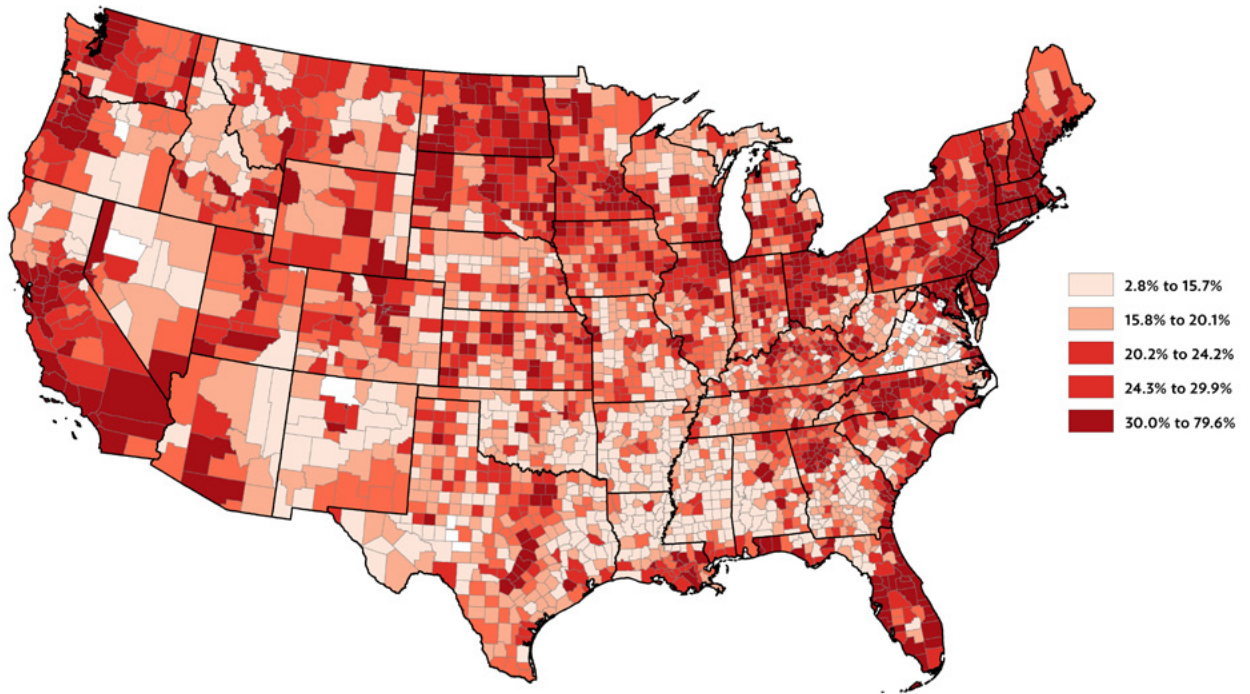
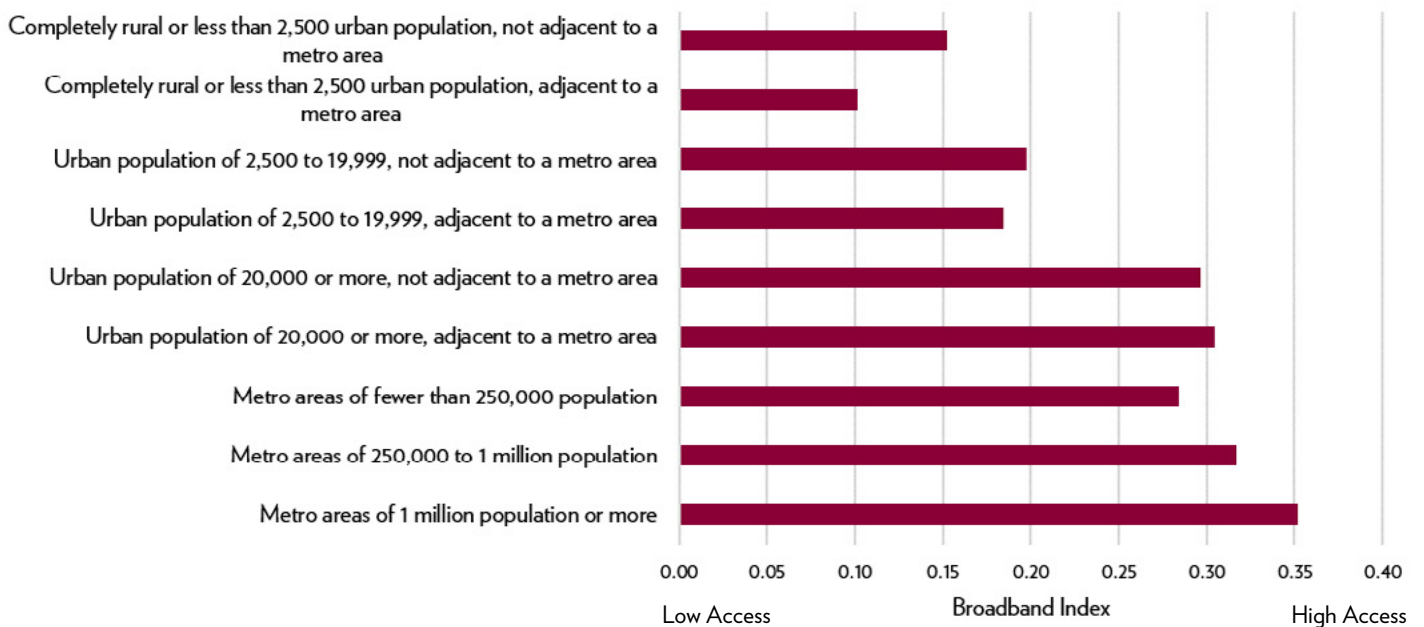


FIG A1

### BROADBAND INDEX

HIGHER VALUES ARE ASSOCIATED WITH HIGHER QUALITY INTERNET



## A.2. Statistical Modeling

As noted in the analysis, there are strong relationships between both the ruralness and income of a county and the availability of broadband services. Counties that are rural and/or have lower incomes also have lower access to broadband. Could it be that what is driving the patterns between different measures of community well-being and broadband, discussed at length in prior sections of this study, is really a relationship of ruralness and income? In other words, the pattern that is observed is not being driven by access to broadband, but rather ruralness and income. To test if this is the case, we move the analysis beyond simple scatterplots and correlations to multivariate regression analysis. Here, we reestimate the correlation but control for ruralness and income. If these two control variables are driving the patterns observed, then our measure of broadband would become insignificant. We undertake this analysis using all U.S. counties and report the results in Table A2.

We find that, in each measure of community well-being, access to quality broadband remains an important characteristic. While ruralness and income of the county influences five of the six measures of community well-being (ruralness and percent of the population with some college is statistically insignificant) in ways that are expected, broadband is also an important predictor. Higher levels of broadband access, as measured by our Broadband Index, is linked to faster population growth, higher educational attainment, and better health outcomes. There is, however, a negative association with employment growth. This latter result is somewhat unexpected but the relatively small size of the estimated coefficient suggests that the impact is modest. Given this additional analysis, we are confident in our interpretations of the simpler scatterplot and correlation analysis.

TABLE A2

### BROADBAND AND COMMUNITY OUTCOMES CONTROLLING FOR POPULATION DENSITY AND INCOME

Standardized Regression Coefficients	Percent of the Population Rural	Median Household Income	Broadband Index	R <sup>2</sup>
Growth Rate in Population 2010 to 2018	0.4456 *** (0.0001)	-0.1825 *** (0.0001)	0.0445 ** (0.0351)	0.3219
Growth Rate in Employment 2010 to 2018	0.3779 *** (0.0001)	-0.1118 *** (0.0001)	-0.0890 ** (0.0002)	0.1510
Percent of Population (25+) with Some College	0.4818 (0.3112)	-0.0437 ** (0.0016)	0.2412 *** (0.0001)	0.4328
3rd Grade Reading Tests	0.4070 *** (0.0001)	0.2148 *** (0.0001)	0.2386 *** (0.0001)	0.2454
Percent of the Population Reporting Poor or Fair Health	-0.6702 *** (0.0001)	-0.2924 *** (0.0001)	-0.2435 *** (0.0001)	0.5343
Poor Mental Health Days	-0.5924 *** (0.0001)	-0.2067 *** (0.0001)	-0.1661 *** (0.0001)	0.3911

### A.3. Additional Figures

FIG A2

#### PERCENT OF POPULATION WITH ACCESS TO BROADBAND ACROSS WISCONSIN RURAL-URBAN CONTINUUM

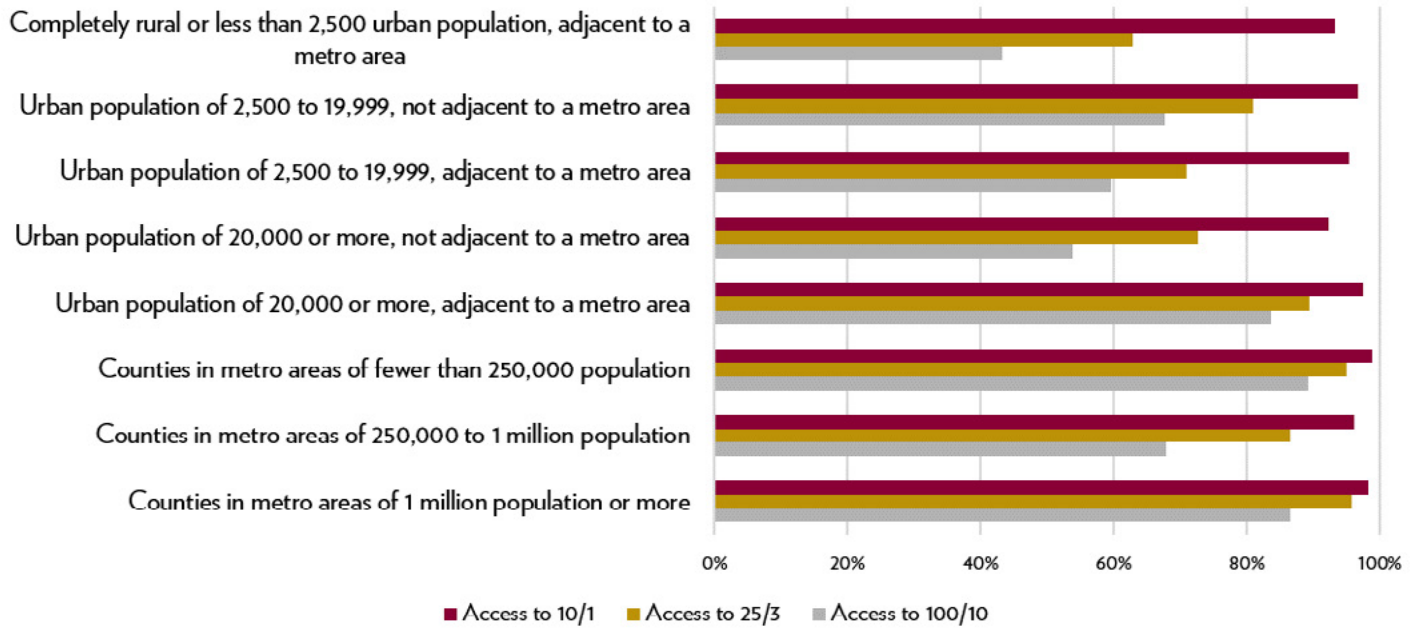


FIG A3

#### PERCENT OF POPULATION WITH NO ACCESS TO THE INTERNET BY HOUSEHOLD INCOME ACROSS WISCONSIN RURAL-URBAN CONTINUUM

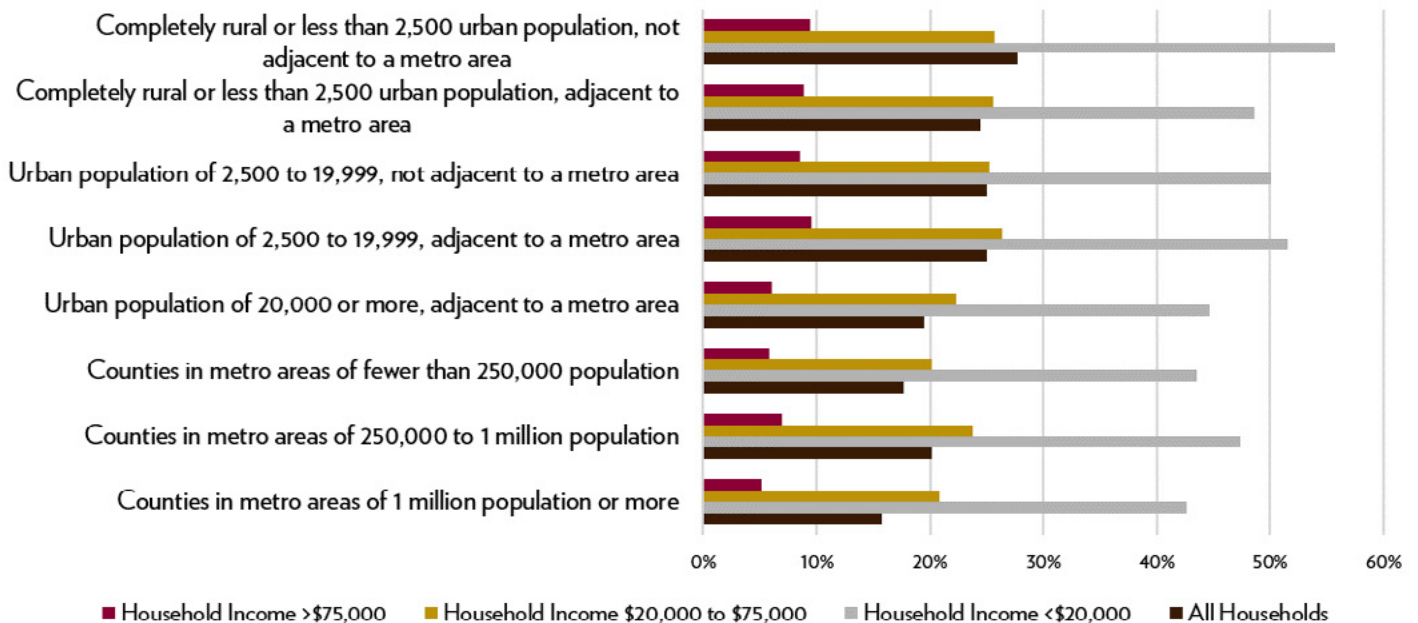




FIG A4

### BROADBAND INDEX AND EMPLOYMENT GROWTH RATE 2010-2018 U.S. COUNTIES

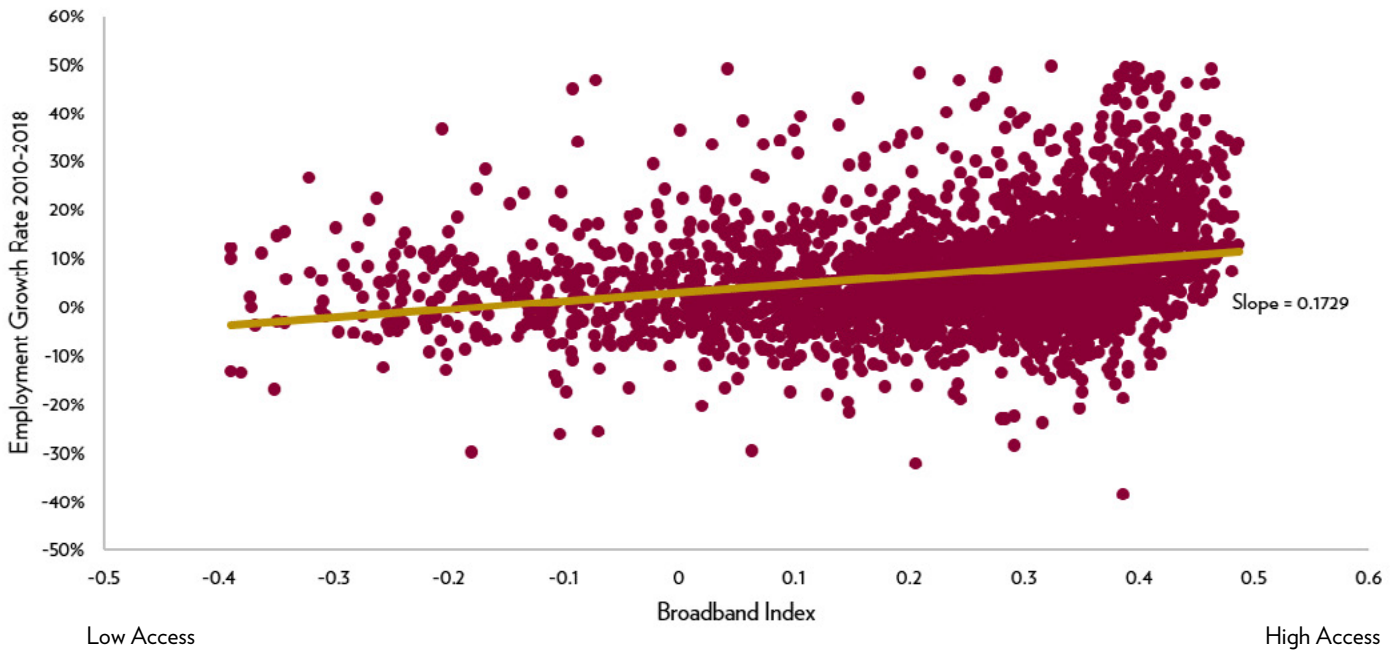


FIG A5

### BROADBAND INDEX AND POPULATION GROWTH RATE 2010-2018 IN U.S. COUNTIES

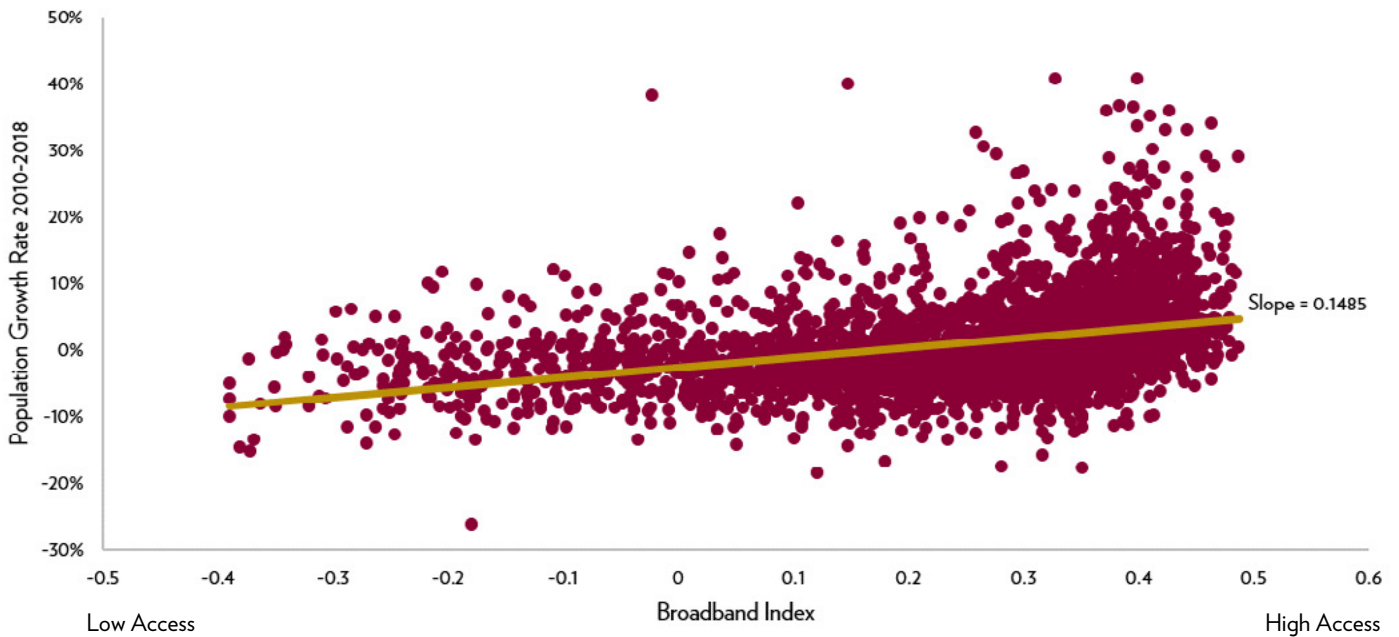


FIG A6

### BROADBAND INDEX AND HIGHER EDUCATION ATTAINMENT IN U.S. COUNTIES

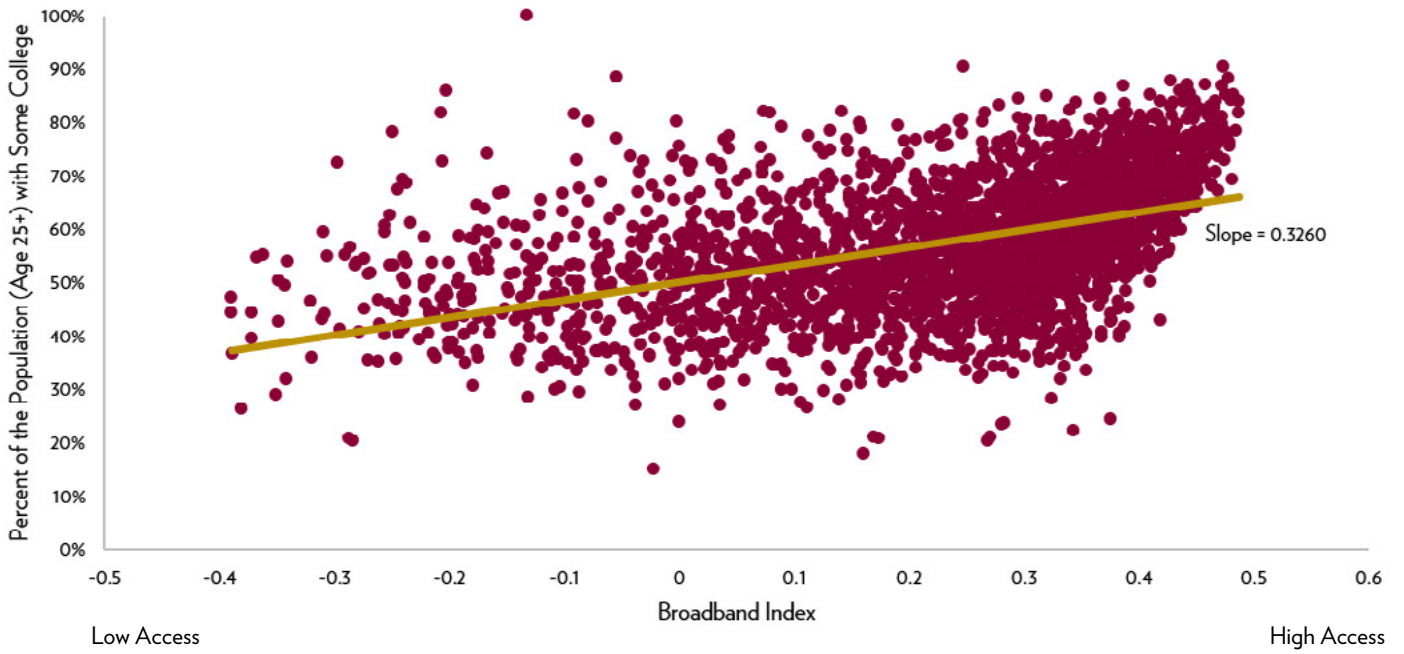


FIG A7

### BROADBAND INDEX AND 3RD GRADE READING SCORES IN U.S. COUNTIES

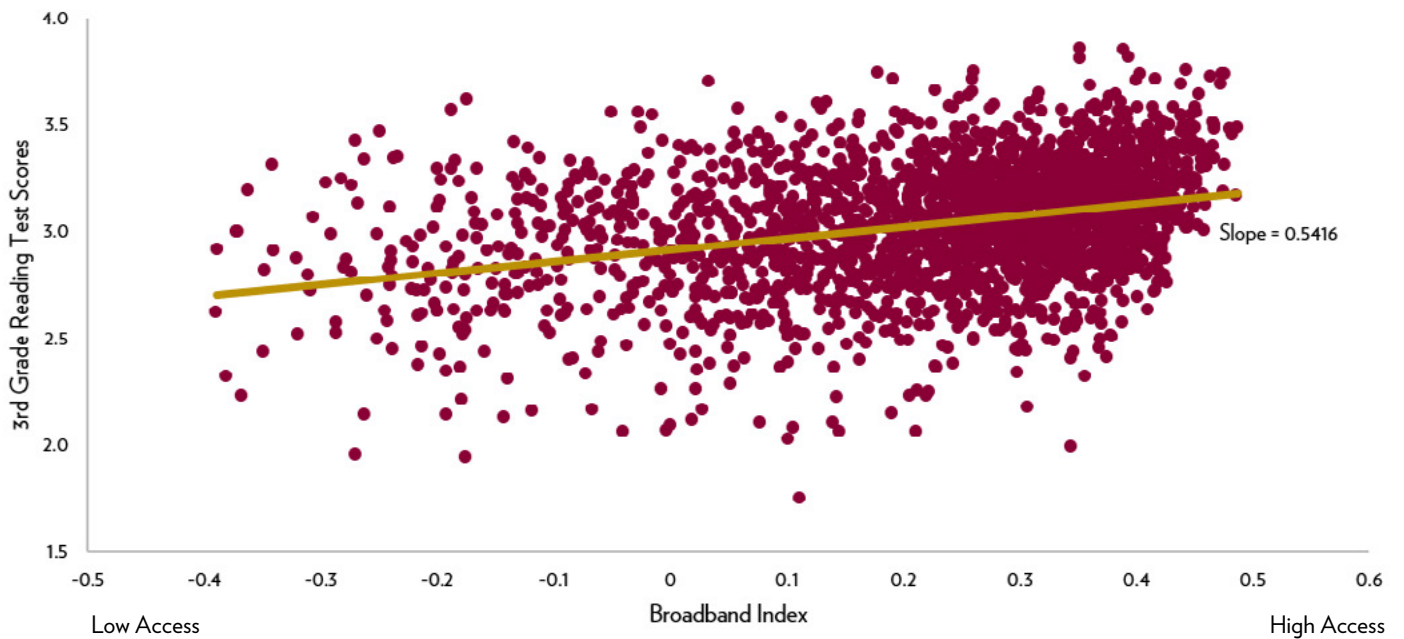


FIG A8

### BROADBAND INDEX AND PERCENT REPORTING POOR OR FAIR HEALTH IN U.S. COUNTIES

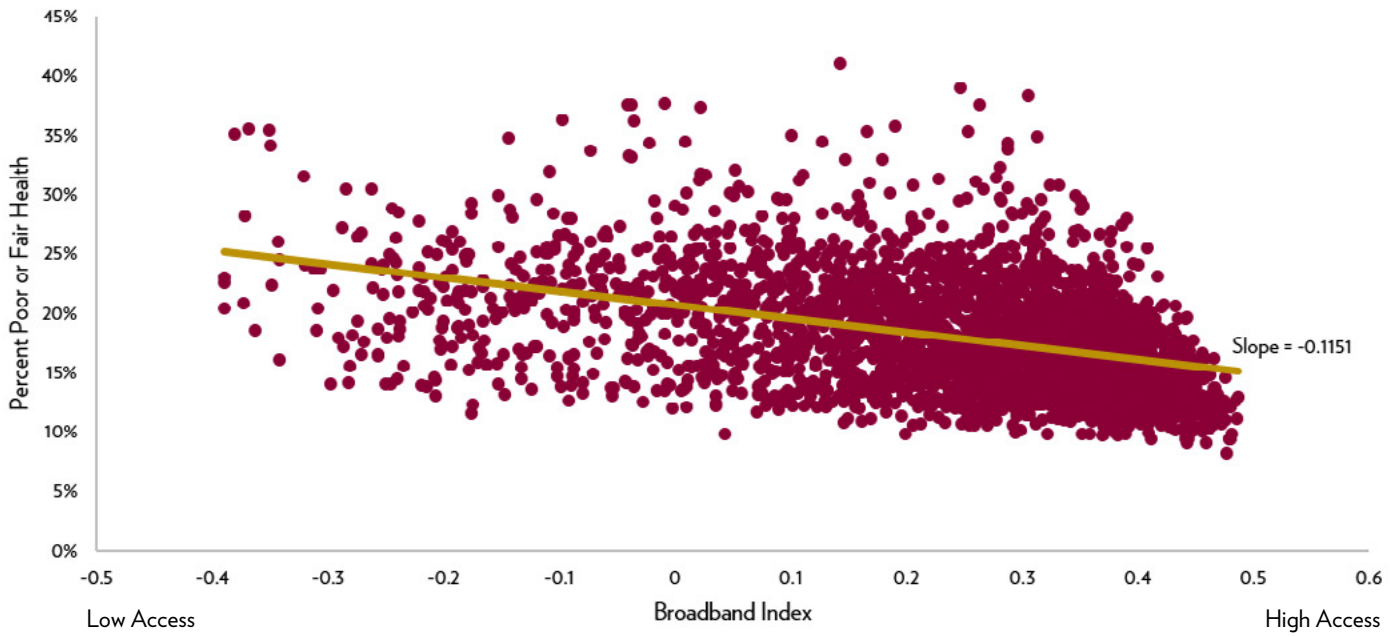
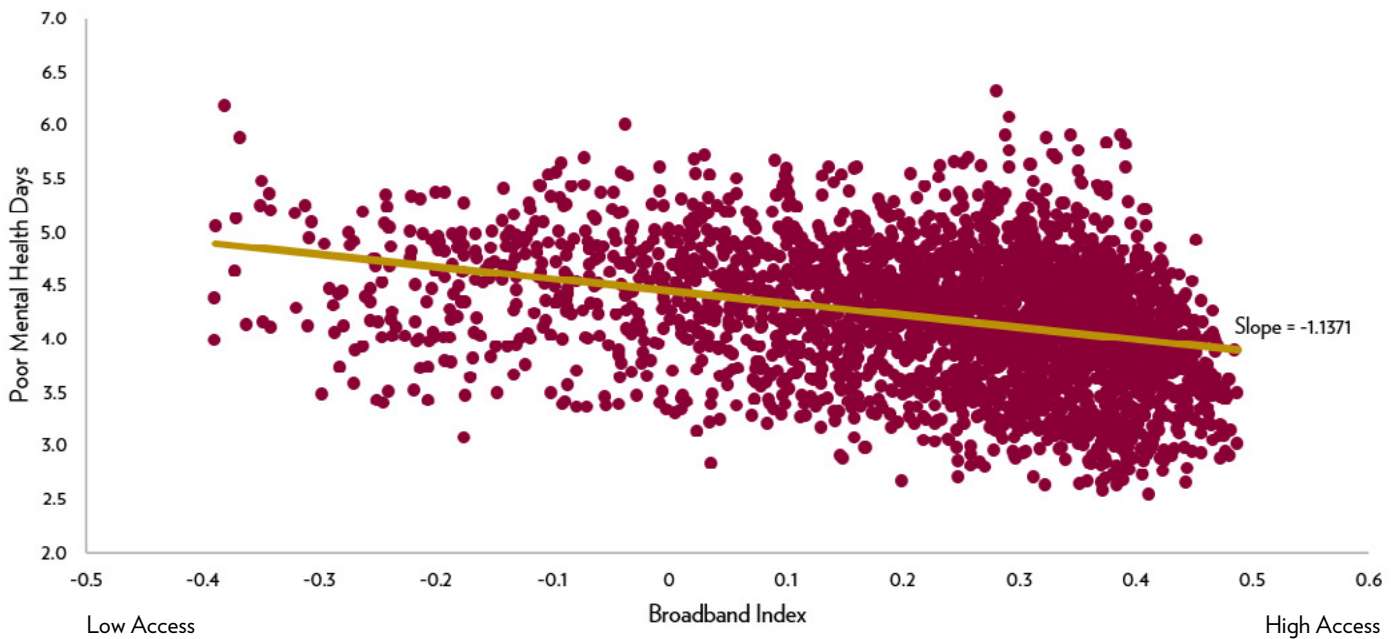


FIG A9

### BROADBAND INDEX AND NUMBER OF DAYS EXPERIENCING POOR MENTAL HEALTH U.S. COUNTIES



# ABOUT THE WISCONSIN ECONOMY SERIES

The Wisconsin Economy Series is a publication of the University of Wisconsin-Madison Economic Development Administration (EDA) University Center, which is housed in the Community Development Institute in the Division of Extension.

This series, along with other publications by the EDA University Center at UW Madison, are designed to provide the economic development community in Wisconsin and the Upper Midwest with data specific to issues related to the current economy in this part of the United States. Additional publications, including our WIndicator series and the results of our most recent public opinion survey on the economy of Wisconsin, can be found at <https://economicdevelopment.extension.wisc.edu/eda-university-center/>.

For additional information about the Wisconsin Economy Series or the Economic Development Administration-University Center at UW Madison please contact anyone from our team:

Kristin Runge, Ph.D  
Communication Research Specialist/Principal Investigator  
Community Development Institute, Division of Extension  
[kristin.runge@wisc.edu](mailto:kristin.runge@wisc.edu)

Matt Kures, MS  
GIS Community Development Specialist  
Community Development Institute, Division of Extension  
[matthew.kures@wisc.edu](mailto:matthew.kures@wisc.edu)

Tessa Conroy, Ph.D  
Economic Development Specialist  
Community Development Institute, Division of Extension  
[tessa.conroy@wisc.edu](mailto:tessa.conroy@wisc.edu)

Christopher Stark, MBA  
Community and Economic Development Educator  
Community Development Institute and  
Forest County, Division of Extension  
[christopher.stark@wisc.edu](mailto:christopher.stark@wisc.edu)

Steven Deller, Ph.D  
Community Development Specialist  
Community Development Institute, Division of Extension  
[scdeller@wisc.edu](mailto:scdeller@wisc.edu)

Brandon Hofstedt, Ph.D  
Community Economic Development Program Manager  
Community Development Institute, Division of Extension  
[brandon.hofstedt@wisc.edu](mailto:brandon.hofstedt@wisc.edu)

Gail Huycke  
Community Development Specialist  
Community Development Institute, Division of Extension  
[gail.huycke@wisc.edu](mailto:gail.huycke@wisc.edu)



## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name:** Meeting with Moody's

<b>Department</b>	County Board	<b>Presented By:</b>	Shaun Murphy-Lopez
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open	<b>Authority:</b>	Committee Structure Item F
<b>Date submitted:</b>	June 1 <sup>st</sup> , 2021	<b>Referred by:</b>	n/a

**Recommendation and/or action language:**

Recommend a motion to schedule a meeting between this committee and Moody's after the 2020 budget year audit has been complete.

**Background:**

At the last meeting, the committee postponed setting up a meeting with Moody's Investor Services until Carol Wirth's opinion was solicited. Ms. Wirth advises Richland County on issues related to borrowing and is President and owner of Wisconsin Public Finance Professionals LLC. She suggested we wait to meet with Moody's until we have two years' worth of audited budgets to present (2019 + 2020). Audits are typically completed in the fall, for the previous year's budget.

After learning about our discussion at the last committee meeting, she also suggested we get a better idea of our ongoing general fund balance by setting up a meeting with Treasurer Keller, Administrator Langreck, and Johnson Block and Company (our auditor) to ascertain the differences between our cash balance, reported by Treasurer Keller on a monthly basis, and general fund balance, reported by Johnson Block and Company on an annual basis.

---

**Attachments and References:**

**Financial Review:**

(please check one)

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

*(summary of current and future impacts)*

**Approval:**

**Review:**

\_\_\_\_\_

Department Head

\_\_\_\_\_

Administrator, or Elected Office (if applicable)

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name: Complaint Policy Distribution**

<b>Department</b>	County Board	<b>Presented By:</b>	Shaun Murphy-Lopez
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Committee Structure (N)
<b>Date submitted:</b>	June 1 <sup>st</sup> , 2021	<b>Referred by:</b>	

**Recommendation and/or action language:**

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

At the previous meeting, Supervisor Couey requested a future agenda item about how information is distributed to employees. This was related to the County’s complaint policy, which was adopted by the County Board in February and is currently posted on the Administrator’s website at <https://administrator.co.richland.wi.us/wp-content/uploads/2021/02/Formal-Complaint-and-Mismanagement-Policy-17-Feb-21.pdf>.

Documents for employees are available via the County’s website on an “Employee Information Page,” using a login and password. The current employee handbook is a 2019 version. This version does not reference the complaint policy in the “Concerns” section on page 24. The “Richland County Discipline Grievance Policy” is also posted on that website but may have been replaced by the complaint policy.

**Attachments and References:**

**Financial Review:**

*(please check one)*

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

*(summary of current and future impacts)*

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)



## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Department template and timeline for 2022 operational budget

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure D and E
<b>Date submitted:</b>	June 1 <sup>st</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

- 1) Motion to ... adopted proposed tentative 2022 Operational Budget Review – Timeline and to begin scheduling departments for presentations with Administrator and F+P Committee.
- 2) Motion to ... adopted template summary items to include in the 2022 departmental budget review summary template.

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

---

**Timeline** — In efforts to begin coordinating meeting times for 2022 department budget presentations, a proposed timeline has been drafted for consideration. I am looking for Finance and Personnel members’ availability to schedule special meetings to allow for budget presentations. Please see attached.

**Template for Department Summary** — I am looking for Committee Guidance on the elements members would like seen in the department’s budget summaries when presenting to Administrator and the F+P Committee. The following items below are proposed by the Administrator:

1. Department or Program Description and Summary of General Function and service provided to the community.
2. Mandated functions and services provided (by State Statute or Federal Code):
3. Non-mandated services and functions provided by Department or Program:
4. Listing of Funds (Fund Numbers) assigned in the County Budget:
5. Major goals and projects intended with the 2022 Budget apportionment
6. Summary of Impacts from 2022 Budget Guidance.
7. Department’s services and staffing adjustments in response to 2022 budget guidance.
  - a. -List of reduced or eliminated services (from 2021)
  - b. -List of expanded or added services (from 2021)
  - c. -Collaborative, outsourced or creative solutions to maintain services
8. Cost impact to restore services to 2021, and recommendation by Department (previous)
9. Any recommendations by supervisory committee
10. Future operational changes needed (state/federal mandate); or requested for consideration

**Attachments and References:**

2022 Operational Budget Review - Timeline	

**Financial Review:**

(please check one)

<input type="checkbox"/> In adopted budget	<input type="checkbox"/> Fund Number	
--	--------------------------------------	--

**Richland County Committee**

**Agenda Item Cover**

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

*(summary of current and future impacts)*

---

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_

Department Head

\_\_\_\_\_

Administrator, or Elected Office (if applicable)

## 2022 Operational Budget Review - Timeline

### Phase 1: Preliminary Budget

- 7/6/2021 Finance and Personnel Committee — approves finalized: 1) budget timeline, 2) budget packet, 3) budget objectives and 4) budget guidance
- 7/7/21 Administrator’s Office — distributes copies of the budget timeline, packet documents and budgeting guidance to all departments and County funded organizations
- 7/15/21 Administrator — Conducts a department head meeting to discuss 2021 budget expectations, guidance, questions and concerns
- 8/06/21 Departments — submit their completed 2022 proposed budget documents to the County Administrator’s Office**
- 8/06- 8/19 County Administrator’s Office — enters the budget numbers and summarizes the budget information for Administrator, Department Heads and the Finance and Personnel Committee
- 8/20/2021 Administrator — presents preliminary budget to the Finance and Personnel Committee

### Phase 2: Department Reviews with Administrator and Finance and Personnel Committee

- 8/23- 9/01/21 Department Presentations to the County Administrator and Finance and Personnel Committee:

- Monday, 23 Aug 2021
- Tuesday, 24 Aug 2021
- Wednesday, 25 Aug 2021
- Thursday, 26 Aug 2021
- Friday, 27 Aug 2021
  
- Monday, 30 Aug 2021
- Tuesday, 1 Sep 2021
- Wednesday, 01 Sep 2021

Looking for guidance on how much time committee is available to meet to be able to appropriate time to departments for presentation.

- 9/07/21 County Administrator and Committee discuss budget adjustments, call-backs, options, and receives feedback from the County Board (County Board Members invited)
- 9/07 – 09/10/2021 Department call-backs with Administrator and Finance and Personnel to further consider budget adjustments (as needed)

### **Phase 3: Hearings and Finalized Budget**

- 09/17/21 Administrator —presents finalized budget proposal to the Finance and Personnel Committee. Committee makes final recommendations, and departments make all final adjustments based on recommendations.**
- 09/27/21 County Clerk’s Office compiles the budget information to be published in the October 5th edition of the Richland Observer
- 10/01/21 County Clerk’s Office — publishes 2021 proposed budget and levy information in the official newspaper (Richland Observer)
- 10/26/21 Administrator – presents the finalized budget and levy to the County Board for public hearing and adoption
- 11/13/21 County Clerk — submits the PC-400 State and County Apportionment Form
- Dec/2021 County Clerk’s Office files the County Tax Levy worksheet with the Department of Revenue (this is due 12/15/2021)

After the October 26th meeting, the County Administrator’s Office prepares the final 2021 budget documents, distributes it to County Departments and has the MIS Department put the document on the Richland County website.

Throughout the budget process as new information is generated, additional changes will be made to the proposed 2022 budget documents. Audit information, Net New Construction, anticipated grant revenues, sales tax projections, state shared revenue, utility payments, and general transportation aids all impact the budget and are all numbers generated throughout the process.

Clinton Langreck  
Administrator — Richland County

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name: Classification, Compensation and Staff Authorization**

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Review for future action
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure E and L
<b>Date submitted:</b>	May 28 <sup>th</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	Future need

**Recommendation and/or action language:**

Motion to ... accept drafted compensation, classification and authorization plan for review.

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

Resolution No. 21-107 A Resolution approving the County Administrative Strategic Plan and Administrative Priorities was adopted by the Richland County Board with priority #12 listed as “Develop compensation and classification plan.” This has been expanded to include policy and table regarding staff authorization.

A policy has been drafted for preliminary review and discussion (see attached); with anticipated recommendation for resolution to the county board in July. The goal with this policy is to increase transparency by identifying staffing authorizations by department, consistency in compensation practice, and a more centralized location for non-union county compensation policy.

**Attachments and References:**

Classification, Compensation and Staff Authorization Policy - DRAFT	

**Financial Review:**

(please check one)

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

*(summary of current and future impacts)*

Policy is intended to include current practice, wages and authorization. No additional cost impacts intended with adoption of the policy.

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)

RICHLAND COUNTY, WI



# **-DRAFT- Policy on Personnel Classification, Compensation and Staff Authorization**

---

Effective: \_\_ January \_\_  
Revised: \_\_ \_\_\_\_\_



Policy Cover	
<b>Title:</b> Policy on Personnel Classification, Compensation and Staff Authorization	<b>Effective Date:</b> ____ 2021
	<b>Adoption/Revision Date:</b> ____ 2021
<b>Custodian:</b> County Administrator	<b>Approving Body:</b> Richland County Finance and Personnel Committee

**1. Authority**

- a. Wis. Stat. 59.02 (Powers, how exercised; quorum);
- b. Wis. Stat. 59.03 9 (Home rule);
- c. Wis. Stat. 59.51 (Board Powers);
- d. Wis. Stat. 59.18 (County Administrator); and
- e. Wis. Stat 59.22(2)(c) (Board Powers to establish the number of employees)

**2. Reference:**

- a. Adopting Resolution/Ordinance/Motion: Resolution No: \_\_\_\_\_
- b. Authority of Management, Roles of Members and Chairs of Committees, Boards and Commissions: Resolution 20-93
- c. Richland County Employee Handbook
- d. Res 18-10 Adopting a New Pay Plan Wage Scale
- e. Res 18-61 Wage Scale amendment
- f. Res 18-97 Wage Grade Increased
- g. Res 19-89 Amending the County’s pay plan wage schedule
- h. Res 19-126 Amending Res 19-89
- i. Ordinance 82-3 Sheriff’s Department Ordinance
- j. Ordinance 89-7 Sheriff Department Ordinance

**3. Purpose:**

The Policy on Personnel Classification, Compensation and Authorization:

- a. establishes uniform classification practices throughout the organization;
- b. establishes compensation practices that are competitive with relevant markets;
- c. establishes an authorization table that identifies the allocation of the county workforce; and
- d. delegates authority and defines procedures to committees and administration.

**4. Scope**

- a. Applies to all Richland County Employees with exceptions of elected, seasonal, limited term, union members under a collective bargaining agreement when in conflict with the agreement, or those positions not otherwise captured in the authorization table.

## **5. Policy Overview**

- a. Authority of this policy is vested in the Richland County Board of Supervisors with specified authorities granted to the Finance and Personnel Committee.
- b. Administrative procedures regarding classification, compensations and the staff authorization are delegated to the County Administrator.

## **6. Policy Performance Goals:**

- a. This policy is established to support the following recruitment and retention goals with quantifiable performance indicators:
  - i. At the organizational level, the average tenure for a regular Richland County, employees should not fall below the national average for public employees as reported annually by the Bureau of Labor Statistics.
  - ii. At the department level, no department should experience more than 25% turn over in a year period, with consideration given to unreasonable circumstances involving smaller departments with limited staff.
  - iii. At the position level, no vacant regular full-time or vacant part-time regular position, should go 60 days without finding a candidate that meets minimum qualifications.
- b. This policy is established to support the following authorization goals with quantifiable performance indicators:
  - i. All employee authorization changes requiring amendments to this policy will be implemented in accordance with this policy, or at the authorization of the County Board.

## Table of Contents

SECTION 1: COMPENSATION PHILOSOPHY...	5
SECTION 2: COMPENSATION PRINCIPLES...	5
SECTION 3: POLICY DEFINITIONS...	6
A. PAY GRADE...	6
B. SCHEDULE PLACEMENT AND PROGRESSION ...	6
SECTION 5: SUPPLEMENTAL DEPARTMENT WORK RULES ...	8
SECTION 6: CLASSIFICATION AND POSITION DESCRIPTIONS ...	8
SECTION 7: RECLASSIFICATION PROCESS...	9
SECTION 8: THE AUTHORIZATION TABLE...	11
SECTION 9: EMPLOYEE MOVEMENT...	13
A. PROMOTION...	13
B. LATERAL TRANSFER...	14
C. DEMOTION...	14
SECTION 10: REVIEW AND MAINTENANCE...	14
SECTION 11: REVISION HISTORY...	14
APPENDIX A: PAYROLL STATUS CHANGE FORM...	15
APPENDIX B: RECLASSIFICATION REQUEST...	16
APPENDIX C: NEW POSITION REQUEST FORM ...	17
APPENDIX D: STAFF AUTHORIZATION TABLE...	18
APPENDIX E: WAGE SCHEDULES ...	23
APPENDIX Y: PROPOSED CHANGES TO COMPENSATION POLICY...	27
APPENDIX Z: POLICY REVIEW FORM...	28

## **SECTION 1: COMPENSATION PHILOSOPHY:**

The Richland County Board of Supervisors intends to compensate the employees of Richland County through competitive wages that recognizes required (and acquired) knowledge, skills, and abilities; and awards longevity within the county through paid benefit time off. The compensation structure should give incentive for both professional developments in the given position, and the desire to pursue advancements in grade, authority and responsibility within the county. Compensation should reflect relevant markets in which the County can reasonably compete. Compensation should promote a well-qualified and diverse workforce that represents both the experience of longevity and the innovativeness of influx. It is understood that situations may occur where subordinates, or positions of lower grades, may be compensated at higher rates than supervisor(s), or employees at higher grades; however, these situations should be rare. It is also understood that market demands may fluctuate during recruitment efforts and deviations impacting one employee does not set precedent for other employees. Compensation is provided with an understanding that it is the responsibility of Richland County administration and management to: (1) promote a productive work environment and job satisfaction by fostering a motivational culture of autonomy, mastery and purpose; (2) ensure continuity during employee turnover; and (3) demonstrate fiscal responsibility.

## **SECTION 2: COMPENSATION PRINCIPLES**

- A. Support the performance goals of this policy, the Richland County Mission and strategic initiatives;
- B. Compensation will comply with federal code, state statute and county policy; and
- C. Richland County will utilize consistent practice, procedures, policies, and templates with limited exceptions that may arise from operational needs.
- D. Richland County will not discriminate in classification or compensation based on race, color, gender, religion, creed, age, disability, national origin, lifestyle, or any other basis prohibited by state or federal law.
- E. Compensation should be transparent and visible upon request of the public and needs of auditing.
- F. This policy does not constitute a contract of employment. This policy can be changed for any reason, at any time, and without warning by the County Board or designated authority thereof. All employees not specifically covered by a collective bargaining agreement, elected, or appointed by statute are considered "at-will."

### **SECTION 3: POLICY DEFINITIONS**

For purposes of this policy the following definitions will apply:

- A. **Emergency** — a serious and unexpected situation requiring immediate action to avoid a dangerous or unreasonable liability to the organization.”
- B. **Wage Modifier**—any additional pay added to an employee’s hourly rate beyond step of the wage schedule. Such as weekend or night differential, etc.
- C. **Step Increase**— a wage grade step increase is a lateral progression, move or adjustment along the assigned wage grade.

### **SECTION 4: WAGE SCHEDULES**

The following section describes the structure, purpose and progression of the Richland County Wage Schedules (Appendix E).

#### **A. PAY GRADE:**

- 1. County positions are assigned to pay grades with County Board approval, through the processes defined in this policy.
- 2. Reclassification of a position to a different pay grade is described in Section 7 of this policy.
- 3. Each pay grade has a “step range” approved by the County Board
- 4. Individual pay grade ranges may be adjusted by the County Board at any time, and at their discretion. Reasons that may arise to warrant adjustments include (but are not limited to) market changes, operational needs, recruiting and retention trends, or inability to meet the goals, philosophy or principles of this policy.
- 5. Additional wage modifiers may apply to individuals within the grade based on County Board approval, or approved department work rules.

#### **B. SCHEDULE PLACEMENT AND PROGRESSION (Res No. 19-89)**

General Government:

- 1. Employees with two or more years of employment as of the Effective Date will be placed at step 4 (is currently step 3)
- 2. Employees whose wages were above step 3 prior to the Effective Date will be

placed at the next step that provides an increase; except for those already at the top step

3. Employees with less than two years of continuous employment as of the Effective Date, and new hires will be placed at step 2 (is currently step 1)
4. After an employee passes probation, the employee will be placed at step 3 (is currently step 2)
5. After two years from the date of hire, the employee will be placed at step 4 (is currently step 3)

Pine Valley:

6. Employees with two or more years of employment as of the Effective Date will be placed at step 5 (is currently step 4)
7. Employees whose wages were above step 4 prior to the Effective Date will be placed at the next step that provides an increase; except for those already at the top step
8. Employees with less than two years of continuous employment as of the Effective Date, and new hires will be placed at step 3 (is currently step 2)
9. After an employee passes probation, the employee will be placed at step 4 (is currently step 3)
10. After two years from the date of hire, the employee will be placed at step 5 (is currently step 4)

General Provisions:

11. County department heads, beginning on the Effective Date, may authorize a new hire to start one to two-steps above the new hire step, based on qualifications and experience. The Department must be able to absorb the increased cost in its budget. Such new hires would move up a step upon successful completion of their probationary period – and at other designated intervals, unless they are already at the highest step for that position (step 4 for general government; step 5 for Pine Valley)
12. County department heads may authorize a one-time placement adjustment (not to exceed step 4 for General Government or step 5 for Pine Valley) for current employees who the department head deems their experience and value to the department warrants the increase.
13. The Finance and Personnel Committee is authorized to retain the services of Carlson Dettmann Consulting, LLC, during 2020, to update the county's



composition structures (steps) to reflect current market — update to be completed by April 30, 2020.

14. “The Finance and Personnel Committee is authorized to have the County’s compensation structures (steps) updated annually to reflect current market. The Finance and Personnel Committee is also authorized to permit further step progressions beginning in 2021 up to and including the use of all steps in preparations of annual budgets as the Committee and County administration deem feasible”

## **SECTION 5: SUPPLEMENTAL DEPARTMENT WORK RULES**

Federal Regulations, Wisconsin State Statutes and Finance and Personnel Committee approved departmental work rules may allow for pay modifiers and deviation from the Richland County Compensation Policy. Such modifiers and deviations will be presented to the Finance and Personnel Committee by the departments for periodic review.

Departments with supplemental pay schedules and policies include the following appendices:

- AA. Ambulance Services / Emergency Management (reserved)
- BB. Child Support (reserved)
- CC. Circuit Court (reserved)
- DD. Coroner (reserved)
- EE. District Attorney’s Office (reserved)
- FF. Extension Office (reserved)
- GG. Fair and Recycling (reserved)
- HH. Health and Human Services (reserved)
- II. Highway (reserved)
- JJ. Land Conservation (reserved)
- KK. MIS (reserved)
- LL. Pine Valley Community Services
- MM. Register of Deeds (reserved)
- NN. Register in Probate (reserved)
- OO. Sheriff’s Office (including reference to WPPA Agreement)
- PP. Symon’s Recreation Complex (reserved)
- QQ. Treasurer’s Office (reserved)
- RR. UW Food Services (reserved)
- SS. Veteran’s Services (reserved)
- TT. Zoning and Sanitation (reserved)
- UU. Misc. (reserved)

## **SECTION 6: CLASSIFICATION AND POSITION DESCRIPTIONS**

A. Classification: A positions classification is defined by the following components:

1. **Position Title** — As defined by state statute and/or the county

organizational tables, should align with comparable, standardized titles by the Bureau of Labor Statistics when applicable

2. **Pay Grade** — Compensation level of a position as found on the Richland County Wage Schedules
  3. **FLSA Status** — Defines position entitlement to salary or time and/or one half premium
  4. **Category** — Defines position as full-time, part-time, reserve/pool, limited term, or seasonal.
  5. **Capacity** — Indicates if the position's intended capacity of average hours per week
- B. **Position Description Content:** The authority and responsibility to manage and direct employees, assign work duties, and schedule employee hours is a function of management. Position description changes that are necessary to reflect assigned duties and requirements, are delegated to the position's department head with review by the County Administrator, or supervisory committee as appropriate. At the discretion of the County Administrator, modifications of department position descriptions significantly impacting department operations must be approved by the County Board.
- C. Department Heads will ensure their employees have a signed copy of their most recent position description submitted to the employees' individual personnel file. The position description is not to serve as a contract of employment, but as an understanding of general work expectations.
- D. *Record Retention:* A master copy of all position descriptions shall be stored with the County Administrator, or designee as assigned.

## **SECTION 7: RECLASSIFICATION PROCESS**

- A. A reclassification is a change to any one of the classification components listed above in section 6A.
- B. Operational needs, essential functions and market demands will change. Positions may require a reclassification of title, wage grade, FLSA status, category or hourly capacity. Reclassifications will be entertained by the County Administrator and the Finance and Personnel Committee on an annual basis in conjunction with the budget process unless an emergency arises or a violation of the policy performance goals is identified. Reclassifications require resolution by the County Board.

### C. Reclassification Procedure:

1. Department heads will present a completed reclassification request form with supporting documents to the county administrator or supervisory committee (when the department head is an elected official). [Reference Appendix B: "Reclassification Request"]
  - a. Requests involving the amendment to the pay grade assignment or FLSA classification will be forward to the County's compensation plan consultant for review and recommendation. Fees for the reclassification review will be charged to the requesting department.
2. The county administrator, or supervisory committee (when the department head is an elected official), may take action to recommend the reclassification to the Finance and Personnel Committee.
3. With the recommendation of the Administrator or supervisory committee (when the department head is an elected official), departments will present completed reclassification request form with supporting documents to the Finance and Personnel Committee.
4. The Finance and Personnel Committee may recommend resolution to the Richland County Board of Supervisors, or deny the request.
5. Any reclassification changes that are approved will be implemented on the first day of the first full pay period of the new budget year unless otherwise specifically requested by the department and approved by the Finance and Personnel Committee, or County Board.
6. Reclassifications in pay grade may be warranted by the following criteria:
  - a. Infraction of policy performance goals. Proven recruitment and retention trends indicating a clear need for reclassification.
  - b. The significant addition or deletion of essential job functions, skill requirements, educational requirement, and responsibilities; as added/or deleted from the position description since the last evaluation of the position. An increase/or decrease in volume of previously established functions, or comparable functions, does not warrant a reclassification in wage grade.
  - c. Clear indication of adverse impact related to department hierarchy and/or inconsistency with the Richland County compensation philosophy (section 1) and/or principles (section2).

- d. A significant operational need, with overwhelming justification given by the department head, and supported by the county Administrator or supervisory committee (when the department head is an elected official).

## **SECTION 8: THE STAFF AUTHORIZATION TABLE**

- A. Operational needs within departments may require the adjustment and reauthorization of staff positions. Creations and deletions will be entertained by the County Administrator and Finance and Personnel Committee on an annual basis in conjunction with budget preparations unless an emergency arises or a violation of policy performance goals is proven.
- B. The Richland County Staff Authorization Table is a consolidated schedule of all authorized position classifications and staffing levels for Richland County Departments. The table represents the maximum allowable staffing positions authorized to the department and does not represent the actual head count or funded positions. [Reference Appendix D]
- C. Total authorized staffing levels for department positions, as found in the staff authorization table, shall be approved by the Richland County Board of Supervisors. Authorized staffing levels will be considered the maximum, with discretion to operate at lower levels controlled by department heads based on needs and available funding.
- D. Exception Pine Valley — The Pine Valley Administrator is granted authority to amend to exceed or modify the authorized count of healthcare and supporting staff positions to meet needs of census and market changes. Changes will be confirmed by the County Administrator and all changes will be reported to the Finance and Personnel Committee.
- E. Amending the authorization count, or removing an existing position, procedure:
  - 1) The department head should present their proposal(s) of amending the authorization count, or deletion of a position, to the county administrator or supervisory committee (when the department head is an elected official). The administrator or supervisory committee may take action to recommend to the Finance and Personnel committee.
  - 2) The department head must present their proposal(s) of position deletion to the Finance and Personnel committee. The Finance and Personnel committee may recommend resolution to the Richland County Board of Supervisors.

- 3) Pending the Finance and Personnel Committees recommendation, the department head must present the proposal(s) of position deletion to the Richland County Board of Supervisors by resolution. The Richland County Board of Supervisors may take action to amend the count or delete the position from the Richland County Authorization Table.

F. Creating a position procedure:

1. Creation of a new position may be warranted by the following of criteria:
  - a. The proposed position contains new essential job functions, or requirements that are not already consolidated under an existing position title on the Richland County wage schedules.
  - b. Significant operational changes in a department that are adding new programs and services.
  - c. Requirements driven by grant and/or funding needs.
  - d. A significant operational need, with overwhelming justification given by the department head, and supported by their advisory committee.
2. Department heads will present the request to their supervisory committee. A New Position Request Form will be submitted with information and supporting documents that include: 1) a position description, 2) a job description questionnaire provided by the compensation plan consultant, 3) narrative of reasoning, and 4) a statement of financial impact. [Reference Appendix C]
3. The supervisory committee may take action to recommend the creation to the County Administrator and Finance and Personnel committee.
4. The New Position request will be submitted to the County Administrator. The County Administrator will forward the "New Position Request" to the County's compensation plan consultant for review and opinion. Fees for the creation study will be charged to the requesting department.
5. The Department head will present the following to the Finance and Personnel Committee 1) position description, 2) a job description questionnaire, 3) narrative of reasoning, and 4) a statement of financial impact 4) the supervisory committee recommendation, and 5) the recommendation from the compensation plan consultant.

6. The Finance and Personnel committee may take action to recommend resolution to the Richland County Board of Supervisors.
7. Pending the Finance and Personnel Committees recommendation, the department head must present the proposal(s) of creation to the Richland County Board of Supervisors. The Richland County Board of Supervisors may take action to create the position and to amend the Richland County Staff Authorization Table and Compensation Table.
8. Any newly created positions that are approved will be implemented on first day of the first full pay period of the new budget year unless otherwise specifically requested and approved by the Richland County Board of Supervisors.

## **SECTION 9: EMPLOYEE MOVEMENT**

With relation to the county wage schedule, employees may transition from one position to another during their tenure with Richland County. transitions will be defined as a promotion, a lateral transfer or a demotion. The receiving department is required to submit a Payroll Status Change (Appendix A) to the Administrator's Office to initiate.

### **A. PROMOTION**

A promotion is the transition of a County employee into a position of a higher pay grade. It is understood that such a transition can be initiated by the employer or employee.

- 1) An employee will not have a wage rate reduction resulting in a promotion.
- 2) When transitioning up to the higher pay grade, the employee will move to the next step that generates an increase, or allowable by policy.
- 3) An employee promoted into a higher wage grade and assuming a higher wage rate may continue to progress according to section 4.
- 4) Changes in an employee's wage rate will be effective on the day the employee assumes the position of promotion. The employee will be eligible for an annual step increase, if available, on the anniversary of that date, pending department head approval.

### **B. LATERAL TRANSFER**

Lateral Transfer is the transition of a County employee into a position found in their current pay grade.

- 1) An employee will not have a wage rate reduction resulting in a lateral transfer.



- 2) An employee transferring into a position of equal wage grade, upon reassignment by the county, will maintain current step and anniversary date may continue to progress according to section 4.
- 3) Any wage rate changes in an employee's wage rate will be effective on the day the employee assumes the new position. The employee will be eligible for an annual step increase, if available, on the anniversary of that new date, pending department head approval.

**C. DEMOTION**

A demotion is viewed as the transition of a County employee into a position found in a lower pay grade. It is understood that such a transition can be initiated by the employer or employee.

- 1) An employee is subject to a wage rate reduction.
- 2) An employee transferring into a position of a lower wage grade may continue to progress according to section 4.
- 3) Changes in an employee's wage rate will be effective on the day the employee assumes the new position. The employee will be eligible for an annual step increase, if available, on the anniversary of that new date, pending department head approval.

**SECTION 10: REVIEW AND MAINTENANCE**

A review of this compensation plan and all job positions will be conducted every five years, at the request of the County Administrator, or at the direction of the Finance and Personnel Committee or Richland County Board.

**SECTION 11: REVISION HISTORY**

<b>Revision History</b>		
<b>Adoption/Revision Date</b>	<b>Overview of Adoption/Revision</b>	<b>Committee Action / Resolution</b>
01/19/2020	Original	

## APPENDIX A: PAYROLL STATUS CHANGE FORM

<b>EFFECTIVE DATE</b>	<b>PAYROLL STATUS CHANGE</b>		<b>EMP ID #</b>
<b>EMPLOYEE NAME</b>			
<b>CHANGE(S)</b>	<b>FROM</b>		<b>TO</b>
<b>PAY</b>	GRADE		GRADE
	STEP		STEP
	RANGE		RANGE
	HOURLY RATE		HOURLY RATE
<b>JOB TITLE</b>			
<b>DEPARTMENT</b>			
<b>WEEKLY HOURS</b>			
<b>SHIFT</b>			
<input type="checkbox"/> FULL-TIME	<input type="checkbox"/> PART-TIME WITH BENEFITS WORK 17.50+ HRS P/WK		
<input type="checkbox"/> CALL-IN	<input type="checkbox"/> PART-TIME/TEMP CASUAL NO BENEFITS		
<b>REASON(S) FOR THE CHANGE(S)</b>			
<input type="checkbox"/> HIRED		<input type="checkbox"/> REHIRED	
<input type="checkbox"/> PROBATION ENDED		<input type="checkbox"/> TRANSFER	
<input type="checkbox"/> 2 YEAR WAGE INCREASE		<input type="checkbox"/> RETIREMENT	
<input type="checkbox"/> SENIORITY INCREASE		<input type="checkbox"/> TERMED	
<input type="checkbox"/> PROMOTION		<input type="checkbox"/> DISCHARGED	
<input type="checkbox"/> DEMOTION		<input type="checkbox"/> LAYOFF	
<input type="checkbox"/> SUSPENSION			
	<input type="checkbox"/> MEDICAL	<input type="checkbox"/> NON MEDICAL	
LEAVE OF ABSENCE FROM:		TO:	
FMLA FROM:		TO:	
<b>COMMENTS:</b>			
AUTHORIZED BY:		DATE:	
APPROVED BY:		DATE:	

**APPENDIX B: RECLASSIFICATION REQUEST**

1. Department:	2. Number of employees:	3. Full-time/Part-time
4. Current Position Title:		5. Pay Grade:
6. Proposed Position Title:		7. Proposed Pay Grade:
8. Date materials effectively received by Administrator:		9. Proposed Effective Date:
<b><u>Required Supporting Documentation:</u></b>		
<input type="checkbox"/> Current job description		
<input type="checkbox"/> Proposed job description and title, indication of addition or deletion of significant duties, skill requirements, responsibilities, and/or education or experience requirements		
<input type="checkbox"/> Narrative of why there are significant addition of duties, educational needs or experience requirements for the position; or why there are significant reductions in duties, education needs or experience requirements for the position.		
<input type="checkbox"/> Supporting documentation (i.e. study data); including consultant review		
<input type="checkbox"/> Total financial impact to implement reclassification: \$_____ Budget year:_____		
<input type="checkbox"/> Plan of how financial impact will be absorbed		
Department Head Signature:		Date:
Administrator/Supervisory Action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		Date:
F+P Committee Action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		Date:
Compensation Plan Consultant: <input type="checkbox"/> Endorsement <input type="checkbox"/> Denied		Date:

**TO BE COMPLETED BY THE COUNTY ADMINISTRATOR OR DESIGNEE**

Approved New Position Title:		Effective Date:
Pay Group:		Pay Class: <input type="checkbox"/> hourly; <input type="checkbox"/> salary; <input type="checkbox"/> other
Job Code:		Union Code:
Workmen's Comp Code:		EEOC Job/Salary Category:
New EEOC Function Number:		
Signature of Administrator:	Date:	Approve // Disapprove
Administrator Comments:		

**APPENDIX C: NEW POSITION REQUEST FORM**

1. Proposed Position Title:		2. Department:	
3. Position reports to:		4. Date all materials received by Personnel:	
5. <input type="checkbox"/> Full-time; <input type="checkbox"/> Part-Time; <input type="checkbox"/> Other: LTE/Seasonal/Reserve/Intern		6. Estimated hours per week:	
7. Benefits Eligibility: <input type="checkbox"/> yes <input type="checkbox"/> no	8. Is this position covered by grant or revenue funding: <input type="checkbox"/> yes % _____ <input type="checkbox"/> no	9. Proposed date to fill position:	
<b><u>Required Supporting Documentation:</u></b>			
<input type="checkbox"/> Proposed job description and title, indication of addition or deletion of significant duties, skill requirements, responsibilities, and/or education or experience requirements			
<input type="checkbox"/> Proposed pay grade			
<input type="checkbox"/> Supporting documentation (i.e. job study data); including consultant review			
<input type="checkbox"/> Total financial impact to implement new position: \$ _____ Budget year: _____			
<input type="checkbox"/> Plan of how financial impact will be absorbed			
<input type="checkbox"/> Proposed change to department's organizational chart			
Department Head Signature:		Date:	
Administrator / Supervisory Action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		Date:	
F+P Committee Action: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		Date:	
Compensation Plan Consultant: <input type="checkbox"/> Endorsement <input type="checkbox"/> Denied		Date:	

**TO BE COMPLETED BY THE COUNTY ADMINISTRATOR OR DESIGNEE**

Approved New Position Title:		Effective Date:	
Pay Group:		Pay Class: <input type="checkbox"/> hourly; <input type="checkbox"/> salary; <input type="checkbox"/> other	
Job Code:		Union Code:	
Workmen's Comp Code:		EEOC Job/Salary Category:	
New EEOC Function Number:			
Signature of Administrator:	Date:	Approve // Disapprove	
Administrator Comments:			

## APPENDIX D: STAFF AUTHORIZATION TABLE

STAFF AUTHORIZATION TABLE (as of: 25/May/2021)							PERSONNEL - CATEGORY				
DEPT CODE	DEPARTMENT	DIVISION OR UNIT	POSITION TITLE	PAY GRADE	FLSA STATUS	WEEKLY CAPACITY	REGULAR FULL-TIME	REGULAR PART-TIME	LIMITED TERM	RESERVE / CALL-IN / SEASONAL	CONTRACT / Lease
5115	Administration		County Administrator	By Res	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Payroll & Benefits Specialist	H	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Accounting Supervisor	J	Hourly	40	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5245	Ambulance / Emergency Management		Emergency Medical Services / Emergency Management Director	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Advanced Emergency Medical Tech (Admin)	E*F	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Advanced Emergency Medical Tech (Training Officer)	E*F	Hourly	40	1.10	0.00	0.00	0.00	0.00
			Advanced Emergency Medical Technician	B*C	Hourly	40	4.00	4.00	0.00	0.00	0.00
			Ambulance Crew Member	\$20/call	Hourly		0.00	0.00	0.00	23.00	0.00
			Ambulance Driver	\$15/call	Hourly		0.00	0.00	0.00	3.00	0.00
			All Hazards Planner	Contract			0.00	0.00	0.00	0.00	1.00
			<b>TOTAL:</b>				<b>7.10</b>	<b>4.00</b>	<b>0.00</b>	<b>26.00</b>	<b>1.00</b>
5540	Child Support Office		Child Support Director	K	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Child Support Worker	F	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Child Support/Staff Attorney-Assistant	By Res	Exempt	40	0.20	1.00	0.00	0.00	0.00
			Corporation Counsel								
	<b>TOTAL:</b>				<b>2.20</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
5121	Clerk of Court		Clerk of Circuit Court	By Res	Elected		1.00	0.00	0.00	0.00	0.00
			Deputy Clerk of Court	G	Hourly	40	2.00	0.00	0.00	0.00	0.00
			Bailiff	B	Hourly		0.00	0.00	0.00	8.00	0.00
			<b>TOTAL:</b>				<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>0.00</b>
State	Circuit Court		Judge	By State	Elected	State	1.00	0.00	0.00	0.00	0.00
			Court Reporter	By State	Hourly	State	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5127	Coroner		County Coroner	By Res	Elected	40	1.00	0.00	0.00	0.00	0.00
			Deputy Coroner	By Res	Hourly		0.00	0.00	0.00	5.00	0.00
			<b>TOTAL:</b>				<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>0.00</b>
5164	Corporation Counsel		Corporation Counsel	By Res	Exempt		0.00	1.00	0.00	0.00	0.00
			Child Support Administrator / Assistant	By Res	Appointed		0.00	1.00	0.00	0.00	0.00
			Corporation Counsel								
	<b>TOTAL:</b>				<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
5141	County Clerk		County Clerk	By Res	Elected		1.00	0.00	0.00	0.00	0.00
			Accounts Payable Specialist/ Deputy County	G	Hourly	40	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5194	Courthouse Maintenance		Maintenance Supervisor	I	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Custodian	E	Hourly	40	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5161	District Attorney		District Attorney	By State	Elected		1.00	0.00	0.00	0.00	0.00
			Assistant District Attorney	By State	Appointed	40	0.00	1.00	0.00	0.00	0.00
			Victim/Witness Coordinator	G	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Legal Assistant	G	Hourly	40	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>3.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5762	Economic Development		Economic Development Director	By Res	Exempt	40	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**STAFF AUTHORIZATION TABLE (as of: 25/May/2021)**

DEPT CODE	DEPARTMENT	DIVISION OR UNIT	POSITION TITLE	PAY GRADE	FLSA STATUS	WEEKLY CAPACITY	PERSONNEL - CATEGORY				
							REGULAR FULL-TIME	REGULAR PART-TIME	LIMITED TERM	RESERVE/ CALL-IN/ SEASONAL	CONTRACT / Lease
5614	Fair & Recycling		Fair & Recycling Coordinator	D	Hourly	28	0.00	1.00	0.00	0.00	0.00
			Clerical	A	Hourly		0.00	0.00	1.00	0.00	0.00
			Fair Groundskeeper	B	Hourly		0.00	0.00	1.00	0.00	0.00
			Fair Judge	see note	Hourly		0.00	0.00	48.00	0.00	0.00
			Fair Cashier	\$7.25/hr	Hourly		0.00	0.00	3.00	0.00	0.00
			Fair Misc Worker	\$7.25/hr	Hourly		0.00	0.00	15.00	0.00	0.00
			<b>TOTAL:</b>			<b>0.00</b>	<b>1.00</b>	<b>68.00</b>	<b>0.00</b>	<b>0.00</b>	
5124	Family Court		Family Court Commissioner	By Res	Exempt		0.00	1.00	0.00	0.00	0.00
			<b>TOTAL:</b>			<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
	<b>Health &amp; Human Services</b>										
5501			Director	R	Exempt	40	1.00	0.00	0.00	0.00	0.00
5501			Corporation Counsel	By Res	Exempt		0.00	1.00	0.00	0.00	0.00
5501	Administration & Building Operations		Admin & Building Operations Manager	J	Exempt	40	1.00	0.00	0.00	0.00	0.00
5501			Conf Administrative Secretary	G	Exempt	40	2.00	0.00	0.00	0.00	0.00
5504			Secretary (2-LONGTERM VACANCIES)	E	Hourly	40	2.00	0.00	0.00	0.00	0.00
5504			Spanish Translators	\$35/hr	Hourly		0.00	0.00	0.00	4.00	0.00
			Secretary (SWWDB Leased Position)	\$14.79/hr	Hourly	24	0.00	0.00	0.00	0.00	1.00
			Custodian (SWWDB Leased Position)	\$15.61/hr	Hourly	35	0.00	0.00	0.00	0.00	1.00
			Fill-In Custodian (SWWDB Leased Position)	\$15.00/hr	Hourly		0.00	0.00	0.00	0.00	1.00
5501	Business & Financial Services		Business & Financial Services Manager	M	Exempt	40	1.00	0.00	0.00	0.00	0.00
5504			Fiscal Specialist	F	Hourly	40	3.00	0.00	0.00	0.00	0.00
5507	Aging & Disability Resource Center		ADRC Manager	L	Exempt	40	1.00	0.00	0.00	0.00	0.00
5507			Information & Assistance Specialist	H	Exempt	40	3.00	0.00	0.00	0.00	0.00
5507			Clerical Assistant II	E	Hourly	40	1.00	0.00	0.00	0.00	0.00
5529			Disability Benefit Specialist	G	Exempt	40	1.00	0.00	0.00	0.00	0.00
5403			Elderly Benefit Specialist	G	Exempt	40	1.00	0.00	0.00	0.00	0.00
5563			Secretary	E	Hourly	40	1.00	0.00	0.00	0.00	0.00
5563			Driver/Escort Driver	A	Hourly		0.00	3.00	0.00	0.00	0.00
5477	Behavioral Health Services		Behavioral Health Services Manager	N	Exempt	40	1.00	0.00	0.00	0.00	0.00
5472			CCS Supervisor	M	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Quality Coordinator (LONGTERM VACANCY)		Exempt	40	1.00	0.00	0.00	0.00	0.00
5457			CLTS & BT3 Supervisor	L	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Early Intervention Special Educator (LONGTERM VACANCY)		Exempt	40	1.00	0.00	0.00	0.00	0.00
			Speech & Language Pathologist (LONGTERM VACANCY)		Exempt	28	0.00	1.00	0.00	0.00	0.00
			Occupational Therapist (LONGTERM VACANCY)		Exempt	28	0.00	1.00	0.00	0.00	0.00
5477			Business Systems Analyst	H	Exempt	40	1.00	0.00	0.00	0.00	0.00
5472			Mental Health Therapist	K	Exempt	40	5.00	0.00	0.00	0.00	0.00
5478			Substance Abuse Counselor	I	Exempt	40	1.00	0.00	0.00	0.00	0.00
5408			Treatment Court Coordinator	I	Exempt	40	1.00	0.00	0.00	0.00	0.00
5532			Adult Protective Services Worker	H	Exempt	40	1.00	0.00	0.00	0.00	0.00
5532			APS/Crisis Professional	H	Exempt	40	2.00	0.00	0.00	0.00	0.00
5459			CLTS & BT3 Case Manager	H	Exempt	40	1.00	0.00	0.00	0.00	0.00
5401			Psychiatric RN	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
5472			Psychiatric RN	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Psychiatric RN (SWWDB Leased Position)	\$23.93/hr	Exempt	20	0.00	0.00	0.00	0.00	1.00
			Crisis Case Worker (SWWDB Leased Position)	\$24.97/hr	Exempt	40	0.00	0.00	0.00	0.00	1.00
			Service Facilitator (SWWDB Leased Position)	\$19.77/hr	Exempt	40	0.00	0.00	0.00	0.00	3.00
			Rehabilitation Worker (SWWDB Leased Position)	\$20.05/hr	Hourly	10	0.00	0.00	0.00	0.00	1.00
5502	Child & Youth Services		Child & Youth Services Supervisor	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
5502			Child & Youth Services Case Manager	H	Exempt	40	6.00	0.00	0.00	0.00	0.00
5502			Youth Aide Worker	G	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Family Preservation Worker ( Vacant SWWDB Leased Position)		Hourly	28	0.00	0.00	0.00	0.00	1.00
5503	Economic Support		Economic Support Manager	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
5503			Economic Support Lead Worker	H	Exempt	40	1.00	0.00	0.00	0.00	0.00
5503			Economic Support Specialist	F	Hourly	40	13.00	0.00	0.00	0.00	0.00
5401	Public Health		Public Health Manager/Local Health Officer	N	Exempt	40	1.00	0.00	0.00	0.00	0.00
5401			Public Health Nurse (1-LONGTERM VACANCY)	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
5401			Public Health Clinic Nurse	K	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Health & Wellness Coordinator (LONGTERM VACANCY)	H	Exempt	40	1.00	0.00	0.00	0.00	0.00
5580			Nutrition Program Coordinator	G	Hourly	40	1.00	0.00	0.00	0.00	0.00
5583			Nutrition Site Worker	A	Hourly		0.00	5.00	0.00	0.00	0.00
5588			Nutrition Driver	A	Hourly		0.00	2.00	0.00	0.00	0.00
			<b>TOTAL:</b>			<b>65.00</b>	<b>13.00</b>	<b>0.00</b>	<b>4.00</b>	<b>10.00</b>	



**STAFF AUTHORIZATION TABLE (as of: 25/May/2021)**

DEPT CODE	DEPARTMENT	DIVISION OR UNIT	POSITION TITLE	PAY GRADE	FLSA STATUS	WEEKLY CAPACITY	PERSONNEL - CATEGORY						
							REGULAR FULL-TIME	REGULAR PART-TIME	LIMITED TERM	RESERVE / CALL-IN / SEASONAL	CONTRACT / Lease		
5321	Highway		Commissioner	P	Exempt	40	1.00	0.00	0.00	0.00	0.00		
			Bookkeeper	H	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Clerk	F	Hourly	35	1.00	0.00	0.00	0.00	0.00		
			Patrol Superintendent	K	Exempt	40	2.00	0.00	0.00	0.00	0.00		
			Parts Manager/Shop Clerk	H	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Lead Paving Foreman	I	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Lead Shop Foreman	I	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Lead Grade Foreman	I	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Sign Foreman	G	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Assistant Shop Foreman	H	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			Mechanic	G	Hourly	40	2.00	0.00	0.00	0.00	0.00		
			Equipment Operator/Patrolman	G	Hourly	40	18.00	0.00	0.00	4.00	0.00		
			Seasonal	A	Hourly		0.00	0.00	2.00	0.00	0.00		
					TOTAL:			31.00	0.00	2.00	4.00	0.00	
5741	Land Conservation		County Conservationist	L	Exempt	35	1.00	0.00	0.00	0.00	0.00		
			Secretary	E	Hourly	35	1.00	0.00	0.00	0.00	0.00		
5750			Conservation Technician	H	Hourly	35	2.00	0.00	0.00	0.00	0.00		
			TOTAL:			4.00	0.00	0.00	0.00	0.00			
5182	Management Information Systems		Management Information Systems Director	M	Exempt	40	1.00	0.00	0.00	0.00	0.00		
			MIS Administrator	J	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			MIS Assistant	F	Hourly	40	1.00	0.00	0.00	0.00	0.00		
			TOTAL:			3.00	0.00	0.00	0.00	0.00			
5434	Pine Valley Community Village	Administration	Nursing Home Administrator	P	Exempt	40	1.00	0.00	0.00	0.00	0.00		
				Human Resources Director	J	Exempt	40	1.00	0.00	0.00	0.00	0.00	
				Nursing Admin Assistant	E	Hourly	36	1.00	0.00	0.00	0.00	0.00	
		5433		Manager of Informational Services	G	Hourly	40	1.00	0.00	0.00	0.00	0.00	
			5432		Administrative Assistant	H	Hourly	40	1.00	0.00	0.00	0.00	0.00
				Fiscal Clerk	E	Hourly	40	1.00	0.00	0.00	0.00	0.00	
				Fiscal Clerk	E	Hourly	36	1.00	0.00	0.00	0.00	0.00	
		5420	Nursing	Director of Nursing	M	Exempt	40	1.00	0.00	0.00	0.00	0.00	
		5421			RN Manager	L	Hourly	40	2.00	0.00	0.00	0.00	0.00
					RN Supervisor	K	Hourly	40	3.00	0.00	0.00	0.00	0.00
					Registered Nurse	J	Hourly	38.75	5.00	0.00	0.00	0.00	0.00
					Registered Nurse	J	Hourly	27	0.00	1.00	0.00	0.00	0.00
					Registered Nurse	By Res	Hourly		0.00	0.00	0.00	12.00	0.00
		5422			LPN	G	Hourly	38.75	3.00	0.00	0.00	0.00	0.00
					LPN	G	Hourly	27	0.00	1.00	0.00	0.00	0.00
					LPN	By Res	Hourly		0.00	0.00	0.00	6.00	0.00
		5423			CNA Nursing Assistant	D	Hourly	38.75	34.00	0.00	0.00	0.00	0.00
				CNA Nursing Assistant	D	Hourly	27	0.00	2.00	0.00	0.00	0.00	
				CNA Nursing Assistant	D	Hourly	23.25	0.00	1.00	0.00	0.00	0.00	
				CNA Nursing Assistant	By Res	Hourly		0.00	0.00	0.00	28.00	0.00	
				Unit Clerk	E	Hourly	38.75	2.00	0.00	0.00	0.00	0.00	
				Resident Assistant	B	Hourly		0.00	0.00	0.00	5.00	0.00	
				Activity Director	Contract			0.00	0.00	0.00	0.00	1.00	
		5424	Activities		Activity Aide	C	Hourly	40	1.00	0.00	0.00	0.00	0.00
					Activity Aide	C	Hourly	36	1.00	0.00	0.00	0.00	0.00
					Activity Aide	C	Hourly	27	0.00	1.00	0.00	0.00	0.00
					Activity Aide	C	Hourly		0.00	0.00	0.00	1.00	0.00
		5425	Social Work		Social Services Supervisor	J	Exempt	40	1.00	0.00	0.00	0.00	0.00
					Social Worker	H	Hourly	40	1.00	0.00	0.00	0.00	0.00
		5427	Dietary		Food Service Supervisor	G	Exempt	40	1.00	0.00	0.00	0.00	0.00
					Lead Cook	D	Hourly	38.75	1.00	0.00	0.00	0.00	0.00
					Cook I	B	Hourly	38.75	1.00	0.00	0.00	0.00	0.00
					Food Service Worker II	B	Hourly	38.75	7.00	0.00	0.00	0.00	0.00
					Food Service Worker II	B	Hourly	23.25	0.00	1.00	0.00	0.00	0.00
	Food Service Worker II			B	Hourly		0.00	0.00	0.00	6.00	0.00		
	Maintenance Supervisor			I	Exempt	40	1.00	0.00	0.00	0.00	0.00		
5428	Maintenance		Maintenance Worker	E	Hourly	38.75	2.00	0.00	0.00	0.00	0.00		
5429	CBRF		Unit Clerk	D	Hourly	38.75	1.00	0.00	0.00	0.00	0.00		
			Personal Care Worker	B	Hourly	38.75	2.00	0.00	0.00	0.00	0.00		
			Personal Care Worker	B	Hourly	31	0.00	2.00	0.00	0.00	0.00		
			Personal Care Worker	B	Hourly	27	0.00	3.00	0.00	0.00	0.00		
5430	Housekeeping		Personal Care Worker	B	Hourly	23.25	0.00	2.00	0.00	0.00	0.00		
			Housekeeper	A	Hourly	38.75	6.00	0.00	0.00	0.00	0.00		
			Housekeeper	A	Hourly	27	0.00	1.00	0.00	0.00	0.00		
5431			Housekeeper	A	Hourly		0.00	0.00	0.00	2.00	0.00		
			Housekeeper	A	Hourly		0.00	0.00	0.00	0.00	0.00		
			Laundry Worker	A	Hourly	38.75	1.00	0.00	0.00	0.00	0.00		
			TOTAL:			84.00	15.00	0.00	60.00	1.00			

**STAFF AUTHORIZATION TABLE (as of: 25/May/2021)**

DEPT CODE	DEPARTMENT	DIVISION OR UNIT	POSITION TITLE	PAY GRADE	FLSA STATUS	WEEKLY CAPACITY	PERSONNEL - CATEGORY				
							REGULAR FULL-TIME	REGULAR PART-TIME	LIMITED TERM	RESERVE / CALL-IN / SEASONAL	CONTRACT / Lease
5171	Register of Deeds		Register of Deeds	By Res	Elected		1.00	0.00	0.00	0.00	0.00
			Deputy Register of Deeds	F	Hourly	35	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5120	Register in Probate		Register in Probate/Judicial Assistant/Juvenile Clerk	I	Hourly	35	1.00	0.00	0.00	0.00	0.00
			Deputy Clerk of Circuit Court / Register in Probate Assistant	G	Hourly	35	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5210	Sheriff	Administration	Sheriff	By Res	Elected		1.00	0.00	0.00	0.00	0.00
			Chief Deputy	N	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Road Patrol Lieutenant	M	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Office Manager/Conf Secretary	H	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Clerical Assistant II	F	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Investigator	CBA	Hourly	6/3	1.00	0.00	0.00	0.00	0.00
5211	Road Patrol		Patrol Sergeant	CBA	Hourly	6/3	3.00	0.00	0.00	0.00	0.00
			Deputy	CBA	Hourly	6/3	10.00	0.00	0.00	0.00	0.00
			Deputy (Reserve)	G	Hourly		0.00	0.00	0.00	8.00	0.00
5251	Jail/Dispatch		Translator	\$35/hr	Hourly		0.00	0.00	0.00	5.00	0.00
			Dispatch/Jailer Sergeant	I	Hourly	6/3	2.00	0.00	0.00	0.00	0.00
			Dispatch/Jailer	H	Hourly	6/3	12.00	0.00	0.00	0.00	0.00
			Dispatch/Jailer (Reserve)	G	Hourly		0.00	0.00	0.00	8.00	0.00
<b>TOTAL:</b>				<b>33.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21.00</b>	<b>0.00</b>			
5172	Surveyor		County Surveyor	By Res	Contract		0.00	0.00	0.00	0.00	0.10
			<b>TOTAL:</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.10</b>
5682	Symons Rec Complex		Director	J	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Assistant Director	F	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Maintenance	G	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Custodian	A	Hourly	40	0.00	1.00	0.00	0.00	0.00
			Receptionist	A	Hourly	40	0.00	11.00	0.00	0.00	0.00
			Weight Training Instructor	aa	Hourly		0.00	1.00	0.00	0.00	0.00
			Land Aerobics Instructor	E	Hourly		0.00	10.00	0.00	0.00	0.00
			Lifeguard Instructor	E	Hourly		0.00	1.00	0.00	0.00	0.00
			Water Safety Instructor	E	Hourly		0.00	4.00	0.00	0.00	0.00
			Racquetball Instructor	aa	Hourly		0.00	1.00	0.00	0.00	0.00
			Lifeguard	ab	Hourly		0.00	0.00	25.00	0.00	0.00
			<b>TOTAL:</b>				<b>3.00</b>	<b>29.00</b>	<b>25.00</b>	<b>0.00</b>	<b>0.00</b>
			5156	Treasurer		County Treasurer	By Res	Elected		1.00	0.00
Deputy Treasurer	F	Hourly				40	1.00	0.00	0.00	0.00	0.00
5154			Property Tax Lister	G	Hourly	40	1.00	0.00	0.00	0.00	
<b>TOTAL:</b>						<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
5670	UW-Extension		Area Director	State	Exempt		0.00	0.00	0.00	0.00	0.20
			Clerical Assistant II	E	Hourly	35	1.00	0.00	0.00	0.00	0.00
			Administrative Secretary	E	Hourly	28	0.00	1.00	0.00	0.00	0.00
			4-H Coordinator	State	Hourly		0.00	0.00	0.00	0.00	1.00
			Human Development and Relationships	State	Hourly		0.00	0.00	0.00	0.00	0.80
			Agriculture Educator	State	Hourly		0.00	0.00	0.00	0.00	0.50
			FoodWise Coordinator	State	Hourly		0.00	0.00	0.00	0.00	0.27
			FoodWise Educator	State	Hourly		0.00	0.00	0.00	0.00	0.73
<b>TOTAL:</b>				<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.50</b>			
5678	UW Food Service		UW Food Service Supervisor	H	Exempt	40	1.00	0.00	0.00	0.00	0.00
			UW Food Services (Supervisor Assistant)	E	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Cafeteria Worker	aa	Hourly		0.00	0.00	0.00	1.00	0.00
			Food Service Workers	\$7.25	Hourly		0.00	0.00	0.00	7.00	0.00
<b>TOTAL:</b>				<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>0.00</b>			
5550	Veterans Service		Veterans Service Officer	I	Exempt	35	1.00	0.00	0.00	0.00	0.00
			Veterans Benefits Specialist	G	Hourly	20.5	0.00	1.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5183	Zoning & Sanitation Land Information		Zoning Administrator	L	Exempt	40	1.00	0.00	0.00	0.00	0.00
			Zoning GIS Tech/Assistant	G	Hourly	40	1.00	0.00	0.00	0.00	0.00
			Zoning Office System Tech	F	Hourly	40	1.00	0.00	0.00	0.00	0.00
			<b>TOTAL:</b>				<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



## **APPENDIX E: WAGE SCHEDULES**

RANGE	GRADE	JOB TITLE	DEPARTMENT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
125	R	HHS DIRECTOR	HEALTH & HUMAN SERVICES	36.67	37.52	38.38	39.23	40.08	40.93	41.79	42.64
120	Q			35.03	35.84	36.66	37.47	38.29	39.1	39.92	40.73
115	P	HWY COMMISSIONER	HIGHWAY	33.38	34.15	34.93	35.71	36.48	37.26	38.03	38.81
110	O			31.73	32.47	33.21	33.95	34.69	35.42	36.16	36.90
105	N	HHS BEHAVIORAL HEALTH SERVICES MGR 19-80 HHS PUBLIC HEALTH MGR CHIEF DEPUTY SHERIFF	HEALTH & HUMAN SERVICES SHERIFF	30.08	30.78	31.48	32.18	32.88	33.58	34.28	34.98
100	M	MGMNT INFO SYSTM DIRCTR ECONOMIC DEVELOPMENT DIRECTOR HHS COMPREHENSIVE COMMUNITY SERV SPRVSR 19-101 HHS BUSINESS & FINANCIAL SERVICES MANAGER 20-97 <del>HHS MANAGER OF OPERATIONS 19-80 20-97</del> SHERIFF RD PATROL LIEUT	CH IT DEPT CH ECONOMIC DEVELOPMENT HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES SHERIFF	28.44	29.10	29.76	30.42	31.09	31.75	32.41	33.07
95	L	COUNTY CONSERVATIONIST ZONING ADMINISTRATOR HHS ARDC MANAGER HHS CHILD & YOUTH SRVCS MGR 19-80 HHS LONG TERM SUPPORT & BIRTH TO 3 SUPERVISOR 19-80	CH LAND CONSERVATION CH ZONING HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES	26.80	27.42	28.04	28.67	29.29	29.91	30.54	31.16
90	K	CH CHILD SUPPORT DIRECTOR RES 21-37 EM MED SER/EM MGMT DIR HHS CHILD AND YOUTH SERVICES SUPERVISOR RES 21-29 HHS ECON SUPPORT MANAGER 19-18 HHS MENTL HLTH THER LIC HWY PATROL SUPERINTENDENT HHS PSYCHIATRIC NURSE Res 20-27 HHS PUBLIC HLTH NURSE Res 20-27	CH CHILD SUPPORT CH AMBULANCE HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HIGHWAY HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES	25.15	25.73	26.32	26.90	27.49	28.07	28.66	29.24
85	J	COUNTY CLERK DEP/ACCT SUPERVISR HHS ADMINISTRATION & BUILDING OPERATIONS MANAGER 20-97 <del>HHS ADMINISTRATIVE SUPERVISOR 18-18 20-97</del> HHS MENTL HLTH THER N/L RES 19-80 MGMNT INFO SYSTM ADMNST Res 18-97 SYMONS DIRECTOR	CH COUNTY CLERK HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES CH IT DEPT SYMONS	23.50	24.05	24.60	25.14	25.69	26.24	26.78	27.33
80	I	CH MAINTENANCE SUPERVISOR HHS TREATMNT COURT COOR HHS SUBSTANCE ABUSE COUN RES 19-80 HWY LEAD GRADE FOREMAN HWY LEAD PAVING FOREMAN HWY LEAD SHOP FOREMAN REG PROBATE/REGISTRAR Res 18-97 SHERIFF DISP/JAILR SGT Res 18-97 SYMONS INTERIM DIRECTOR Res 20-83 VETERAN SERVICE OFFICER	CH MAINTENANCE HEALTH & HUMAN SERVICES HHS HIGHWAY HIGHWAY HIGHWAY CH PROBATE SHERIFF SYMONS CH VETERANS SERVICE	21.85	22.36	22.87	23.38	23.89	24.39	24.90	25.41
75	H	<del>LEAD CHILD SPRT WRKR RES 21-37</del> CONSERVATION TECHNICIAN HHS ADULT PROTECTIVE SERVICES/CRISIS PROFESSIONAL RES 21-30 HHS BUSINESS SYSTEM SUPRV HHS CHILDREN LONG TERM & BIRTH TO 3 CASE MGR 19-80 HHS EARLY INTERVENTION SPCL EDUCATOR RES 19-80 HHS ECON SPRT LEAD WRK HHS HEALTH & WELLNESS COOR Res 18-97 HHS SW ADULT PROT SRVCS HHS SW CHILD & YOUTH CASE MGR 19-80 HHS INFORMATION & SYSTEM SPECIALIST 19-101 HWY ASSTNT SHOP FOREMAN HWY BOOKKEEPER HWY PARTS MNGR/SHOP CLK PAYROLL & BENEFITS SPCL SHERIFF DISP/JAILER Res 18-97 SHERIFF OFFICE MGR/CONF UW FOOD SER SUPERVISOR	CH CHILD SUPPORT CH LAND CONSERVATION HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES HEALTH & HUMAN SERVICES CH COUNTY CLERK SHERIFF SHERIFF CH UW FOOD SERVICE	20.21	20.68	21.15	21.62	22.09	22.56	23.03	23.50

70	G	ACCOUNTS PAYABLE SPECIALIST Res 18-97	CH COUNTY CLERK	18.56	18.99	19.42	19.85	20.29	20.72	21.15	21.58
		CLERICAL ASSISTANT II (DEPUTY) Res 18-97	CH CLERK OF COURT								
		CLERK OF COURT DEPUTY Res 18-97	CH CLERK OF COURT								
		LEGAL ASSISTANT	CH DISTRICT ATTORNEY								
		HHS CONFID ADMIN SCRTRY	HEALTH & HUMAN SERVICES								
		HHS ELDERLY BENF SPL	HEALTH & HUMAN SERVICES								
		HHS NUTRITION PROG COOR	HEALTH & HUMAN SERVICES								
		HHS SW DISABLT BEN SPE	HEALTH & HUMAN SERVICES								
		HHS TEMP CERT SOC WORKR	HEALTH & HUMAN SERVICES								
		HHS YOUTH AIDE WORKER	HEALTH & HUMAN SERVICES								
		HWY EQUIP OPER/PATROLMN	HIGHWAY								
		HWY SEASONAL PATROLMAN RES 21-20	HIGHWAY								
		HWY MECHANIC	HIGHWAY								
		HWY SIGN FOREMAN	HIGHWAY								
		PROPERTY TAX LISTER	CH PROPERTY LISTER								
		SHERIFF DEPUTY - TEMP CASUAL	SHERIFF								
		SHERIFF DISP/JAILER - TEMP CASUAL	SHERIFF								
		SYMONS MAINTENANCE	SYMONS								
		VETERANS BENEFIT SPLST	CH VETERANS SERVICE								
		VICTM WTNS COOR/LEGAL S	CH DISTRICT ATTORNEY								
		ZONING GIS TECH/ASSTNT	CH ZONING								
65	F	CHILD SUPPORT WORKER	CH CHILD SUPPORT	16.92	17.31	17.70	18.10	18.49	18.88	19.28	19.67
		CLERICAL ASSISTANT	CH PROBATE								
		COUNTY TREASURER DEPUTY	CH TREASURER								
		FISCAL SPECIALIST	HEALTH & HUMAN SERVICES								
		HHS ECONOMIC SUPP SPECL	HEALTH & HUMAN SERVICES								
		HWY CLERK	HIGHWAY								
		MNGMNT INFO SYSTM ASST Res 18-97	CH IT DEPT								
		REGISTER OF DEEDS DEPUTY	CH REGISTER OF DEEDS								
		SECRTY/CERL ASST II	SHERIFF								
		SYMONS ASSISTANT DIRECTR	SYMONS								
		ZONING OFFICE SYS TECH	CH ZONING								
60	*	AMB EMERGENCY MED TECH (ADMIN)	CH AMBULANCE	15.82	16.19	16.55	16.93	17.29	17.66	18.06	18.40
55	*	AME EMERGENCY MED TECH (TRAINING)	CH AMBULANCE	14.10	14.43	14.75	15.08	15.41	15.73	16.07	16.39
50	E	CLERICAL ASSISTANT II	CH CHILD SUPPORT	15.27	15.63	15.98	16.34	16.69	17.05	17.40	17.76
		ADMINISTRATIVE SECRTY	CH UW EXTENSION								
		ADMINISTRATIVE SECRTY	HEALTH & HUMAN SERVICES								
		CLERICAL ASSISTANT II	CH UW EXTENSION								
		CLERICAL ASSISTANT II	HEALTH & HUMAN SERVICES								
		CUSTODIAN	CH MAINTENANCE								
		LAND AEROBICS INSTRUCTOR	SYMONS								
		LIFEGUARD INSTRUCTOR	SYMONS								
		SECRETARY	CH LAND CONSERVATION								
		SECRETARY	HEALTH & HUMAN SERVICES								
		UW FOOD SERVICE WORKER	CH UW FOOD SERVICE								
		WATER EXERCISE INSTRUCTOR	SYMONS								
		WATER SAFETY INSTRUCTOR/TRAINER	SYMONS								
45	D	FAIR & RECYCLING COORDINATOR	FAIR	14.04	14.36	14.69	15.01	15.34	15.67	15.99	16.32
		REAL PROPERTY LISTER ASSISTANT	REAL PROPERTY LISTER								
40	C	PRIVATE LESSONS	SYMONS	12.99	13.30	13.60	13.90	14.20	14.51	14.81	15.11
35	*	AMB EMERGENCY MED TECH	CH AMBULANCE	12.73	13.03	13.32	13.62	13.91	14.21	14.50	14.80
30	B	GROUNDSKEEPER	FAIR	12.03	12.31	12.59	12.87	13.15	13.43	13.71	13.99
		BAILIFF	CLERK OF COURT								
		STORAGE COORDINATOR	FAIR								
25	A	CLERICAL TEMPORARY	FAIR	11.14	11.40	11.66	11.91	12.17	12.43	12.69	12.95
		CLERICAL TEMPORARY	SHERIFF								
		CUSTODIAN WEEKEND MAINTENANCE	SYMONS								
		HHS DRIVER/ESCORT DRIVER	HHS								
		HHS NUTRITION DRIVER	HHS								
		HHS NUTRITION SITE WORKER	HHS								
		HIGHWAY SEASONAL	HIGHWAY								
		RECEPTIONIST	SYMONS								
20	aa	CAFETERIA WORKER	UW FOOD SERVICE	10.31	10.56	10.80	11.03	11.27	11.51	11.75	11.99
		CPR INSTRUCTOR	SYMONS								
		FIRST AID INSTRUCTOR	SYMONS								
		RAQUETBALL INSTRUCTOR	SYMONS								
		WATER SAFETY INSTRUCTOR	SYMONS								
		WEIGHT TRAINING INSTRUCTOR	SYMONS								

15	ab	LIFEGUARD	SYMONS		9.55	9.78	10.00	10.21	10.44	10.66	10.88	11.10
10	ac	DAY CARE AIDE	SYMONS		8.84	9.06	9.26	9.45	9.67	9.87	10.07	10.28
5	ad				819	8.39	857	8.75	8.95	9.14	9.32	9.52
		<b>MINIMUM WAGE</b>										
		BATHROOM CLEANER	FAIR	\$	7.25							
		CASHIER	FAIR	\$	7.25							
		FOOD SERVICE WORKER	UW FOOD SERVICE	\$	7.25							
		GRANDSTAND ORGANIZER	FAIR	\$	7.25							
		MISCELLANEOUS WORKER	FAIR	\$	7.25							
		TICKET TAKER	FAIR	\$	7.25							
		<b>SPECIAL NOTES</b>										
		County Board Members	County Board	\$	40.00	per County Board meeting						
		Committee Members	County Board	\$	30.00	per Committee meeting						
		Fair Judge - General	Fair			\$50 for the first 4 hours worked then \$9 p/hr						
		Fair Judge - Beef	Fair			\$100 for the first 4 hours worked then \$9 p/hr						
		Fair Species Group Work	Fair			\$100 for the first 4 hours worked then \$9 p/hr						
		Fair Carcass Show Work	Fair			\$100 for the first 4 hours worked before noon then \$9 p/hr						
		Translator	HHS, Sheriff	\$	35.00	per hour						
		Coroner	Coroner			\$95 p/call, \$25 for cremation only, \$115 for call plus cremation						
		Coroner Deputy	Coroner			\$95 p/call, \$25 for cremation only, \$115 for call plus cremation						
		Ambulance Crew Member - volunteer	Ambulance	\$	20.00	per call						
		Ambulance Driver - volunteer	Ambulance	\$	15.00	per call						
		Ambulance Backup crew weekdays	Ambulance	\$	1.25	per hour						
		Ambulance Primary crew weekends & holidays	Ambulance	\$	3.00	per hour						
		Corporation Counsel	Courthouse	\$	75.00	per hour						
		Corporation Counsel	HHS	\$	75.00	per hour	3/9/2021	3/9/2022				
		County Administrator	CH	\$	95,000.00	annual	\$96,900.00	\$98,850.00				
		Sheriff	Sheriff	\$	77,037.21	annual						
		County Clerk	County Clerk	\$	77,026.95	annual						
		County Treasurer	Treasurer	\$	62,327.61	annual						
		Register of Deeds	Register of Deeds	\$	62,327.61	annual						
		Clerk of Court	Clerk of Court	\$	62,327.07	annual						
		Family Court Commissioner	Family Court Commissioner	\$	25,457.68	annual						
		Child Supprt Administrator/Assistant	D.A/Child Support	\$	21,991.16	annual						
		<b>BEYOND STEP 8 OF THE WAGE SCALE</b>										
		Victim Witness Coordinator/Legal Secretary	District Attorney	\$	21.73	Andrea Fields						
		HHS Business System Analyst 20-97 Supervisor	HHS	\$	24.03	Sharon Pasold						
		HHS Social Worker Disability Benefit Specialist	HHS	\$	23.27	Jodi Hines						
		HWY Clerk	HWY	\$	20.24	Cerresa Rose						





**APPENDIX Y: PROPOSED CHANGES TO COMPENSATION POLICY**

This form is intended to be used for submission of proposed changes of the Employee Handbook in accordance with Section 1.

Section	Applicable Language	Issue or Concern Noted	Resolution Proposed

DRAFT

## **APPENDIX Z: POLICY REVIEW FORM**

This form is intended to be used in compliance with the Richland County Policy Establishment Policy in ensuring that administration is reviewing policy prior to adoption.

### **Completed by Policy Custodian**

Policy Title	
Overview of Adoption/Revision	
Policy Submitted By	
Policy Submitted To	
Anticipated Date of Policy Final Approval	

### **Completed by Administrator**

Policy Received On	
Policy Reviewed	
Policy Approved/Denied By	
Policy Storage Location	
Policy Forwarded to Corporation Counsel	

### **Completed by Corporation Counsel**

Policy Received On	
Policy Reviewed:	
Policy Approved/Denied By	
Policy Forwarded to Administrator	

**Richland County Finance and Personnel Committee**

**Agenda Item Cover**

**Agenda Item Name:** *Project Engineer Selection for Lone Rock Village Center Park CDBG Close Grant Project*

<b>Department</b>	Richland Economic Development	<b>Presented By:</b>	Jasen Glasbrenner
<b>Date of Meeting:</b>	5/31/2021	<b>Action Needed:</b>	Select Project Engineer for the Lone Rock Village Center Park CDBG Project
<b>Disclosure:</b>	Open	<b>Authority:</b>	
<b>Date submitted:</b>	5/26/2021	<b>Referred by:</b>	

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

**Actions Needed:** Select Project Engineer for the Lone Rock Village Center Park CDBG Project

**Suggested Motion:** Motion to approve Ayres Associates Inc. proposal for Project Engineering and Management for the Lone Rock Village Center Park CDBG Project. Final contract to be executed by Administrator Langreck or Chairman Brewer. Motion to appear before the County Board for final approval on June 15<sup>th</sup>, 2021.

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

The Grant application for the Lone Rock Project listed an estimated engineering budget of \$56,200. The proposal all came in below the estimate.

The Engineering RFPs were reviewed and scored by Economic Development Director Jasen Glasbrenner and Lone Rock Village Chairman Dan Quinn. In addition, the review and scoring process has received oversight from our Grant Administration Firm – Vierbicher Engineering and the State of Wisconsin Department of Administration – Division of Energy, Housing and Community Resources.

The CDBG Close Projects of the Lone Rock Village Center Park and the Richland Center Auditorium Accessibility Project were submitted in January of 2021. The County received notice of acceptance in early March and the grant agreement documents were completed in May. This process has resulted in grant monies of \$481,750 being awarded to the Lone Rock Project and \$752,341 being awarded to the Auditorium Project.

**Attachments and References:**

Proposals from 3 of Engineering Firms	Original RFP Packet
Scoring Sheets for Each Proposal	
Summary Scoring Sheet	

**Financial Review:**

*(please check one)*

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

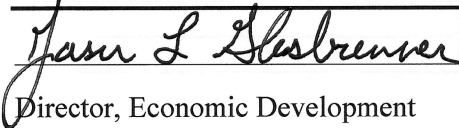
**Richland County Finance and Personnel Committee**

**Agenda Item Cover**

**Approval:**

**Review:**

*Jasen Glasbrenner*

  
Director, Economic Development

\_\_\_\_\_

Administrator, or Elected Office (if applicable)

**LONE ROCK VILLAGE CENTER PARK – PROJECT ENGINEERING AND MANAGEMENT  
 PROVIDER SELECTION CERTIFICATION  
 BY COUNTY OF RICHLAND  
 5/26/2021**

CDBG – CLOSE PROJECT  
 Richland County, Wisconsin

**TOTAL POINTS**

CRITERIA		POINTS AWARDED		
		AYRES	GENERAL	DELTA 3
1.	Project Coordinator's/Lead Person's Experience	20	20	20
2.	Firm's Project Completion Background	20	20	20
3.	References from Similar Projects	10	10	10
4.	Firm's Familiarity with Community's Needs	20	20	20
5.	Responsiveness to Project/RFP Specifications	20	10	20
6.	Cost Effectiveness	10	0	0
7.	Budget	10	10	10
8.	Minority or Woman-Owned or Section 3/LMI Firm	0	0	0
9.	Small Business Firm	0	5	5
<b>TOTAL POINTS:</b>		<b>110</b>	<b>95</b>	<b>105</b>
<b>Proposal Cost Listed</b>		<b>\$45,900</b>	<b>\$38,000</b>	<b>46,450</b>
<b>Total Proposal Cost per RFP</b>		<b>\$37,300 **</b>	<b>\$38,000</b>	<b>46,450</b>

\*\*Ayres included a hazardous testing task in their proposal that was not requested or required by the RFP. The value of this task was \$8,600 which was clearly listed as a line item. A phone call with Ayres confirmed that the line item could be struck from the proposal to arrive at the Total Proposal Cost per our RFP of \$37,300.

*Signed Upon Completion of Proposal Review and Selection:*

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

  
 \_\_\_\_\_  
 Jason Glasbrenner  
 Director  
 Richland Economic Development

Date 5/26/2021

Benjamin J. Peotter, PE  
Manager – Environmental Services  
5201 E. Terrace Drive, Suite 200  
Madison, WI 53718  
608.443.1206  
PeotterB@AyresAssociates.com



Engineering Services  
Village of Lone Rock  
Village Center Park  
CDBG Project

Richland County

May 14, 2021

Ingenuity, Integrity, and Intelligence.

[www.AyresAssociates.com](http://www.AyresAssociates.com)





May 14, 2021

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

Re: Engineering Services, Village of Lone Rock – Village Center Park CDBG Project

Dear Mr. Glasbrenner and Selection Committee members:

Ayres is excited about the opportunity to work with the Village of Lone Rock and continue our relationship with your team. We have a long history of guiding brownfield redevelopment projects from grave to the cradle, meaning we often need to assist in the demolition of old buildings before we can start the next chapter in those projects.

Our environmental experts and engineers have extensive experience working in compliance with environmental laws and prescribing strict requirements for the quality of the contractors selected since the reality is those parties make or break projects. We like to think our experience offers peace of mind that the project will be implemented in a way we all desire. We offer you:

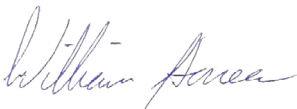
**Innovative Engineering You Can Trust** | We've been proud to work with villages on environmental, civil, and water resources projects. We are committed to the public good and see challenges as an opportunity to find creative and practical solutions to improve our communities. Our technical expertise runs deep to provide you with a trusted partner you can count on.

**Experience With Environmental Engineering and CDBG Grants** | For years, Ayres has been assisting communities across Wisconsin with demolition and brownfield projects. We understand that our role is to provide guidance and options to solve the challenges you face – not to make those decisions ourselves. We've completed demolitions under CDBG regulations and have developed key elements in our design and bidding process to reduce your risk and provide quality end-state for your project. Should work come in under budget, our Landscape Architecture team can suggest best practices for implementing other park site features.

**Versatility** | The diversity of services offered by Ayres often can't be found in a firm our size. We are a turn-key partner that can effortlessly tap into a pool of specialists across our service lines to provide you with exceptional delivery while still maintaining the personal service of a small local firm.

We appreciate the opportunity to present our qualifications and enthusiasm for your project. If you have any questions, please feel free to contact either of us

Sincerely,  
Ayres Associates Inc



William L. Honea, PG  
Project Manager  
920.327.7815  
HoneaW@AyresAssociates.com



Benjamin J. Peotter, PE  
Manager – Environmental Services  
608.443.1206  
PeotterB@AyresAssociates.com



# Table of Contents

1. Cover Letter . . . . . Page 1

2. Project Scope . . . . . Page 3

3. Project Work Plan . . . . . Page 5

4. Ayres’ Profile . . . . . Page 6

5. Project Team . . . . . Page 10

6. Project Budget . . . . . Page 11

7. Personnel Fee Schedule . . . . . Page 11

8. Copy of Professional Services Agreement . . . . . Page 12

Appendix. . . . . Page 26

    Other Conditions . . . . . Page 26

    Key Personnel Resumes . . . . . Page 27

    Potential Conflict of Interest Disclosure . . . . . Page 30

    Conflict of Interest Clause . . . . . Page 31

    Lobbying Certification . . . . . Page 33

    Disclosure of Lobbying Activities . . . . . Page 34

    Section 3 Clause. . . . . Page 36

    Affirmative Action Clause . . . . . Page 37

    Equal Opportunity Clause . . . . . Page 39

    Minority Business Enterprise/  
    Woman Business Enterprise Web Resources. . . . . Page 43

    Davis-Bacon and Related Acts Clause . . . . . Page 44

    Federal Labor Standards Provisions . . . . . Page 50

# Project Scope Statement

## Task 1: ACM/Lead-Based Paint/Hazardous Materials Assessment

The property referenced has approximately six buildings totaling approximately 8,000 square feet, slab on grade. Before demolition, at a minimum, the building must be assessed for the presence of ACM. In addition, the assessment will determine if any painted concrete brick exterior or flooring materials can be recycled or will need to be disposed of in a landfill. Any painted brick surface needs to be evaluated for lead-bearing paint. Ayres' state-accredited asbestos inspector will sample and assess suspect ACM in conformance with applicable state and federal regulations. If access to the building presents a safety concern, the inspector will evaluate the possibility of any ACM based on professional judgment and experience but will not enter the structure or areas within the structure that he or she deems unsafe. We'll collect representative bulk samples of potential ACM from homogenous material types following the Wisconsin Administrative Code NR 447 and National Emission Standards and Hazardous Air Pollutant (NESAHP) requirements, using wet-sampling methods and clean tools.

Ayres estimates 100 samples will be analyzed to evaluate homogeneous areas that may contain asbestos. Additional samples deemed necessary will be collected and analyzed at a rate of \$25 per sample, which includes labor, shipping, lab analysis, and reporting. Suspect materials that cannot be sampled due to inaccessibility or concern for worker safety will be assumed to contain asbestos and documented as such; this may include roof areas. Such materials may require abatement, although they may not necessarily contain asbestos. The inspector will assess physical conditions, locations, and approximate quantities of confirmed ACM in the buildings. We'll provide one electronic copy of a letter report that summarizes the scope of services and results of the ACM analysis. The report will identify the sample ID number, location, and condition of the sample collection area, presence or absence of asbestos and lead, the estimated square footage of confirmed ACM, and a copy of the inspector's certification.

The lead-paint assessment includes the following:

- Collect representative paint samples from interior and exterior masonry surfaces using clean tools.
- Ayres proposes to submit 10 paint samples to a state-certified laboratory for lead analysis (Flame AA). Costs assume standard turnaround time for the lab (approximately five working days).
- The location and area of masonry surfaces covered in paint containing more than 0.5% lead by weight or over 1 milligram of lead per square centimeter will be documented in a table.

The hazardous materials inventory includes the following:

- Ayres will inventory potentially hazardous materials that could require removal or special disposal before demolition. The inventory will consist of those items identified in Wisconsin Department of Natural Resources guidance WA-651 (*Planning Your Demolition or Renovation Project: A guide to Hazard Evaluation, Recycling, and Waste Disposal*).
- A list of potentially hazardous materials will be formatted into a table that includes estimated quantities of materials and their locations.

## Task 2: Demolition & Site Restoration Specs, Bidding Package Prep, & Bid+Contract Assistance

Asbestos abatement, demolition design, and a bidding package would be prepared as noted in the RFP, including development of figures, erosion control, front-end bidding and contractor qualification sections, asbestos abatement specifications, demolition specifications, and other items needed for a comprehensive bid. In addition, grading, topsoil, seeding, and restoration plans and specifications, including sidewalk, will be included with the bidding package. This includes development of quantities of fill, topsoil, and seeding area. This assumes one conference call with the City and a draft package sent to the City for review. Upon completion Ayres would assist in uploading bid documents to an electronic bid network, conducting a pre-bid site meeting with contractors, development of addenda (if necessary), review

of bids, tabulation of bids, assisting City with contractor selection, and preparation of contract documents (following EJCDC format). Construction assistance would include preparation and forwarding of Notice of Award and Notice to Proceed to contractors and attendance at a pre-construction meeting. Publication of bid advertisement along with fee to newspaper is City's responsibility.

### Task 3: Building Demolition & Asbestos Abatement Oversight

We will assign technically qualified and experienced personnel to perform the compliance-related elements with the construction contract as well as facilitating contract administration in accordance with the definition of "Engineer" in EJCDC contract language. We assume one kickoff meeting, six progress visits (from Madison), and one punch list walk-through meeting. Tasks include:

- Communicate weekly with the owner regarding the demolition and abatement project.
- Review contractor submittals described in project manual.
- Furnish transportation, supplies, materials, equipment, and miscellaneous items required to accomplish Ayres' work.
- Perform field operations in accordance with OSHA regulations and accepted safety practices.
- Inspect and document (including photographs) phases of demolition and abatement activities, including equipment and materials.
- Keep diaries, logs, and other pertinent records as needed for a complete record of the contractor's progress.
- Measure and compute materials incorporated in the work and items of work completed and maintain account records.
- Prepare and submit, or assist in preparing periodic, intermediate, and final reports and records that may include:
  - ✓ Weekly statement of working days
  - ✓ Notice of change in demolition activities
  - ✓ Report of material field inspection
  - ✓ Final certification of materials
  - ✓ Explanation of quantity variation
  - ✓ Verify that contractors have completed all work before issuance of final payment

Following completion of demolition, the site grading and restoration plan would be implemented by the contractor in accordance with design and contract documents developed by Ayres and approved by the Village. These plans would provide suitable end use as a vegetated park for public use. Should the CDBG budget allow, Ayres can provide additional scope and fee to assist in specifying additional site layout elements or park or playground feature amenities within the remaining budget. This is not included in this scope, but our Landscape Architecture group can collaborate with you and our team to develop something that could fit into the budget for engineering, equipment recommendations, and playground equipment costs, including installation.

In total, we assume 120 total staff hours of oversight, reporting, submittal review, documentation, and management, including seven site visits and one kickoff meeting. If full-time observation or construction assistance in excess of eight days is needed, this scope can be adjusted to meet client expectations. All estimates include travel or other direct costs (from Madison office).

### Proposed Timeline

Task	Timeline
ACM, lead-based paint inspections	Completed within 20 business days upon Notice to Proceed. Report within five days of receipt of sample results.
Demolition design and bidding documents	Completed within 20 business days after completion of ACM, lead-based paint inspection reports.
Bidding and bid assistance	Typically completed over a two- to three-week period after completion of bidding documents and advertisement for bids.
Construction assistance	Contractor dependent on schedule but anticipated to be substantially completed within 30 days after executed contract between the City and selected contractor.

# Project Work Plan

Ayres understands communication will be key for the implementation of this project. Bill Honea, project manager, understands working with a diverse stakeholder group with multiple public agencies. He is working on the redevelopment of the 145-acre former Brillion Iron Works site that includes a stakeholder team of a private developer, the City of Brillion (as client and grant administrator for multiple programs), Calumet County Economic Development, Wisconsin Economic Development Corporation, Wisconsin Department of Natural Resources, and the U.S. Environmental Protection Agency. Our team has a strong reputation for high-quality and timely communication across these groups in support of project outcomes.

We typically establish what we refer to as a project management team, or PMT, that includes our project management and stakeholder leadership from the groups involved. We then typically schedule conference calls (or video conferences) on appropriate intervals to manage the interests of the project and ensure property protocols are being followed for streamlining the project and any reimbursement or grant administration items required by CDBG. Additionally, should the actual bids come in higher than anticipated, our team has a strategy to obtain other funding to supplement the CDBG funds, which has been used on similar projects.

The PMT will assist in developing a project timeline, review process, communication process, and final project closeout. Ayres values strong communications through phone, email, and virtual or in-person meetings. We've assumed five PMT virtual meetings would be provided in our scope of work above.



# Ayres' Profile

With a team of 300+ innovative problem-solvers nationwide, we stand with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment. Clients notice our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project. Side-by-side with our client partners, our project managers serve as the confident, communicative navigators at the helm of each project.

**Name of Firm** | Ayres Associates, Inc  
**Address** | 5201 E. Terrace Drive, Suite  
 200 Madison, WI 53718  
**Phone** | 608.443.1200  
**Type of Organization** | Corporation  
**Contact** | Bill Honea, PG  
**Phone** | 920.327.7815  
**Email** | HoneaW@AyresAssociates.com

Incorporated in Wisconsin in 1959, Ayres has assisted public and private clients with environmental, architectural, and civil projects for decades. Our firm was founded by Owen Ayres, an engineer who instituted many of the practices we follow today: working with clients as a partner; offering smart, creative solutions; conducting business with the utmost integrity; and providing employees challenges and the opportunity to advance and invest in their company. Bruce Ommen, our current president, continues to oversee these same practices.

Our project team and resumes for this project are included in the Appendix. This team has worked together on multiple demolition and brownfield projects and can tap into other internal resources as needed.

## Current Projects/Commitments

The team noted herein, and other support team members, are working on a variety of environmental projects, the largest being environmental design and remediation services for the Billion Iron Works property redevelopment. However, staff on the project team have availability to expeditiously complete the ACM/lead-based paint inspection, and design/bidding documents and will fit in with our current project workload without impacts to schedule. We will service this project with an engineering and environmental team primarily located out of Madison.

## Similar Projects

Our team has worked on projects with all the elements that will be needed for the buildings demolition. Through the completion of many of these projects throughout the decades, we've not only gained a thorough understanding of the communities in which we work, including at small communities such as Schullsburg (pop. ~1,200) and Billion (~3,100), we've also developed the knowledge necessary to solve common challenges in new and creative ways, always with a keen and resourceful eye toward timeline and budget. On the following pages, you'll find a few of our many examples that demonstrate our experience and ability to serve your project needs in this regard.

Project manager Bill Honea, PG, has been involved in two recent CDBG experiences over the last three years, including City of Kewaunee Marquette School Demo and Clintonville Demo project. He's also helped coordinate a variety of state grants through WEDC and is assisting on implementation of EPA Assessment Grant in Palatka, Florida, through this federal program.



# IRON WORKS DEMOLITION SERVICES

## Brillion, WI

The City of Brillion retained Ayres to develop plans and specifications for demolition of the Brillion Iron Works foundry, along with providing bidding assistance and submittal of permitting applications.

Bid specifications were prepared for asbestos abatement and facility demolition and restoration in conformance with planned future site use. Plan elements included the existing building and utility conditions, erosion control, site demolition, utility modification, sanitary rerouting, electrical disconnect, traffic control plan, site restoration and grading, and demolition details.

Permit services included application to the Wisconsin Department of Natural Resources for a Low Hazard

## Information

- **Owner:** City of Brillion
- **Contact:** Andy Geiger, Public Works Director, 920.756.2250
- **Specific Involvement:** Environmental assessment and remediation, permitting, demolition observation, bid specifications, grant management under WEDC Idle Sites grant, master planning
- **Status of Completion:** Completed April 2020

Waste Exemption for reuse of concrete coated with lead-bearing paint.

Part of the redevelopment effort included the demolition of multiple structures, which generated over 25,000 tons of construction debris and material from nearly 400,000 square feet of building demolition. Services included asbestos abatement; lead-based paint abatement; removal of a 20,000-gallon underground storage tank; crushing concrete building materials on-site for future reuse; disposal of demolition debris; installation of new and relocated water main and sanitary sewer; and site restoration. Over 90% of the building materials were recycled or repurposed, with 80% of it used on-site. Of the less than 20% of the material transported offsite, over 60% was recycled/repurposed. This resulted in very little material getting landfilled, saving money in the process.



# FORMER HILLEQUE SITE DEMOLITION

## Deerfield, WI

The Village of Deerfield undertook a complex redevelopment project on a contaminated site that required deft understanding of a variety of environmental requirements and liability protections, grants, a private partnership, and creative problem-solving that ultimately benefited the Village and a small business owner who was able to expand operations.

Ayres assisted in preparation of two WEDC grants (Site Assessment and Brownfield programs) that allowed for a liability protected property transaction, asbestos inspection of a 9,000 square foot building, lead-based paint inspection, and demolition of a former industrial building, removal of an underground storage tank, site

remediation, and ultimately redevelopment of the former Hilleque site at 40 West Nelson in the Village of Deerfield.

Ayres prepared the bidding documents for the demolition, observed and closed out the demolition with the contractor, Village and Department of Natural Resources, which set the framework for future site development. Ayres also assisted in project tracking for the benefit of grant administration to assist the Village Administrator.

Redevelopment commenced following demolition, adding a 16,500-square foot addition to a truck repair facility.

## Information

- **Owner:** Village of Deerfield
- **Contact:** Elizabeth McCredie, 608.764.5404
- **Specific Involvement:** Demolition under WEDC SAG and Brownfield grants, wrote bidding documents, bid assistance, contract administration, ACM inspection, demolition, environmental documentation, WDNR closeout
- **Status of Completion:** Completed August 2020



# WAUNAKEE ALLOY DEMOLITION & REMEDIATION

## Waunakee, WI

Ayres provided demolition design, bidding, and construction services for the removal of 21 buildings totaling 56,000 square feet and allowed for the construction of a new 40,000-square foot library. Ayres coordinated design, regulatory agency correspondence, contracting, bidding, construction administration, and oversight with the Village. Services included pre-demolition ACM and hazardous materials assessment as well as site environmental investigation and remediation.

During the Phase 1 environmental site assessment and pre-demolition hazardous materials assessment of the property, Ayres discovered large quantities of free elemental mercury and leaking PCB-contaminated capacitors inside the facility. Ayres worked with the

Wisconsin Department of Natural Resources and U.S. Environmental Protection Agency (EPA) removals program to dispose of the mixed (TSCA/RCRA) mercury-PCB waste.

Ayres performed hydrogeologic investigations at the facility to assess the degree and extent of subsurface impacts from the use and disposal of hazardous materials at the site. Ayres negotiated the scope of work and prepared CERCLA level management plans outlining the details of the investigation and remediation program. Investigation activities included surficial soil sampling, corehole sampling within the interior of the building, advancement of soil borings, installation of monitoring wells, hydraulic conductivity testing, low-flow groundwater sampling, soil and groundwater analysis, and analysis of remedial options.

## Information

- **Owner:** Village of Waunakee
- **Contact:** Todd Schmidt, 608.850.5227
- **Specific Involvement:** Environmental assessment and remediation, permitting, demolition observation, ACM and hazardous materials assessment
- **Status of Completion:** Completed March 2018

# Additional References

In addition to the references shown on the project profiles, we invite you to contact the following clients for a firsthand account of our services.

- **Kevin Even**, Village of Waunakee Engineer and Public Works Director, 608.849.6276 (Note: Valid through June. Kevin is retiring thereafter.)
- **Mark Olsen**, Ariens Company (Brillion Iron Works), 920.606.7884

## Project Team

We've organized a team that brings real value to the Village of Lone Rock and Richland County. We plan to perform all services in-house, with no need for subconsultants. The team presented here has successfully implemented similar projects around the state.

The team will be led by Bill Honea, PG. He will be supported by Tom Gaieck, PG, who will provide asbestos inspections and hazmat inventory, and Michael Leopold, who will be the project engineer. Ben Peotter, PE, the manager of the environmental group, will provide project oversight and QA/QC. The table below summarizes our team's capabilities with the tasks required for your project. Brief resumes for these key staff, including educational background, credentials, and experience, are included in the Appendix.

	Bill Honea	Tom Gaieck	Michael Leopold	Ben Peotter	Rob Stein
ACM (collection of samples, assessment, testing, reports)	X	X			
Lead paint (collection of samples, identification and location document)	X	X			
Hazardous materials (inventory, identify and tabulate estimated quantities)	X	X			
Asbestos abatement and demolition (preparation of bidding documents and specifications)			X	X	
Bid administration	X		X	X	
Building demolition and asbestos abatement oversight	X	X	X	X	
Grading plans, site restoration, sidewalk design			X	X	X

Note: If budget allows, we would bring in qualified members of our Ayres Landscape Architecture team to assist with specifying playground equipment and/or additional park layout.

We'll work with the Village and County to understand the desired "feel" of the park facilities and apply that to the site. We'll also give careful consideration to the sustainability of our landscape architecture and minimize their effects on the environment. Our goal is to provide you with a beautiful, functional, sustainable space that builds a sense of community for the Village and provides accessibility for all.

# Project Budget

We propose the following not-to-exceed fee:

Task	Estimated Fee
Task 1: ACM/Lead-Based Paint/Hazardous Materials Assessment	\$8,600
Task 2: Demolition Specifications, Restoration Plan, and Bidding Package Preparation, Bid Assistance, Contracting Assistance	\$23,000
Task 3: Building Demolition and Asbestos Abatement Oversight	\$14,300
<b>Total</b>	<b>\$45,900</b>

## Cost Effectiveness Elements

1. One of the biggest cost risks to the Client is hiring contractors who are less skilled or qualified. We've seen firsthand the change orders and issues this presents. We plan to use a prequalification process in bidding that reduces this liability and budget risk. Only those contractors who can demonstrate they've performed in similar capacity and have good recommendations from past clients would be allowed to bid.
2. We plan to spread work around to qualified staff at other offices in select areas to use lower charge-out rates or to better manage work flow and staffing while accomplishing project design and bidding goals.
3. The rise of virtual meetings has significantly changed the work environment over the last year. Ayres realizes the benefits and cost savings potential extend beyond just reducing travel. The ability of field staff to stream real-time observations and information to other project team members greatly enhances communications, affords opportunity for instant feedback, and significantly reduces the need for follow-up site visits and meetings.

## Personnel Fee Schedule

Classification	2021 Hourly Rate
Geospatial Services Technician	\$93.00
Manager 2	\$180.98 - \$209.10
Manager 1	\$134.66
Scientist 2	\$105.71
Engineer 4	\$156.67
Engineer 3	\$132.99 - \$154.23
Engineer 1	\$86.46 - \$105.06
Landscape Architect 2	\$98.89
Technician 4	\$88.94 - \$92.78
Senior Urban Planner	\$128.73
Surveyor	\$147.93
Administrative Assistant	\$65.78 - \$77.50

“In our business, we ... need something that works that's cost-effective and practical, and it seems like Ayres does a good job of coming up with practical solutions that fit for some of the rural areas.”

**Dave O'Donahue**

Supervisory Civil Engineer,  
U.S. Department of the Interior

# Copy of Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of June 1, 2021, between the Richland County (CLIENT), and Ayres Associates Inc, 5201 E. Terrace Dr, Suite 200, Madison, WI 53718 (CONSULTANT).

CLIENT intends to retain CONSULTANT for professional services to conduct a services to demolish existing buildings and site restoration at 102 E. Union St, Lone Rock, Wisconsin, and as described in Attachment A (hereinafter called the Project).

CLIENT and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by CLIENT as set forth below.

**This Project includes services on a site with a recognized potential for the presence of hazardous materials. Because of the inherent risk on the site, provisions contained in Attachment E are hereby incorporated into this Agreement between CLIENT and CONSULTANT.**

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 7 pages.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 2 pages.
- Attachment D - Terms and Conditions, consisting of 2 pages.
- Attachment E - Terms and Conditions for Services Involving Hazardous Substances, consisting of 3 pages.**

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CLIENT		Ayres Associates Inc CONSULTANT
	(Signature)	
	(Typed Name)	
	(Title)	
	(Date)	

## ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated June 1, 2021, between the Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 1 - BASIC SERVICES

CONSULTANT shall provide professional environmental services for CLIENT as provided below.

#### Background:

The County is working with the Village of Lone Rock to demolish buildings and redevelop a property to park amenities at 102 E. Union Street using Community Development Block Grant (CDBG) funds. The property contains approximately 6 buildings totaling approximately 8,000 square foot of industrial-style buildings presumed to be slab-on-grade constructions. The following tasks present the scope of services to be performed under this contract.

#### **Task 1 – Asbestos Containing Materials (ACM), Lead Bearing Paint, and Hazardous Materials Assessment**

Before demolition, at a minimum, the building must be assessed for the presence of ACM. In addition, to determine if the brick exterior can be recycled or will need to be disposed of in a landfill, any painted brick surface needs to be evaluated for lead-bearing paint. CONSULTANT will provide a state-accredited asbestos inspector to conduct the assessment. The inspector will sample and assess suspect ACM in conformance with applicable state and federal regulations. If access to the building presents a safety concern, the inspector will evaluate the possibility of any ACM based on professional judgment and experience but will not enter the structure or areas within the structure that he or she deems unsafe.

While onsite, CONSULTANT will inventory potentially hazardous materials that will require removal or special disposal before demolition; additionally, CONSULTANT will collect samples of dried paint from masonry surfaces and submit samples to a state-certified laboratory for lead analysis.

#### Task 1 scope of services

The ACM assessment includes the following:

- Collect representative bulk samples of potential ACM from homogenous material types following the Wisconsin Administrative Code NR 447 and National Emission Standards and Hazardous Air Pollutant (NESAHP) requirements, utilizing wet-sampling methods and clean tools.
- CONSULTANT proposes an estimated 100 samples will be analyzed to evaluate homogeneous areas that may contain asbestos. If point additional samples are required, this estimate will increase by \$25.00 per additional sample. Suspect materials that cannot be sampled due to inaccessibility or concern for worker safety will be assumed to contain asbestos and documented as such; this may include roof areas. Resultingly, such materials would be required to be abated, although they may not necessarily contain asbestos.
- Assess physical conditions, locations, and approximate quantities of confirmed ACM in the buildings.
- Document the sampling locations.
- Submit bulk asbestos samples under chain-of-custody to a national Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for analysis of asbestos content by polarized light microscopy (PLM) using EPA Method 600/R-93/116. Costs assume standard turnaround time for the lab (approximately 5 working days).



- PLM results that positively indicate the presence of asbestos at concentrations of less than 1-percent will be confirmed by the laboratory using point counting methods. Standard laboratory turnaround time for point count verification is approximately five working days from the release of initial PLM results. If point count is required, this estimate will increase by \$25.00 per sample requiring point count verification.
- Provide one electronic copy of a letter report that summarizes the scope of services and results of the ACM analysis. The report will identify the sample ID number, location, and condition of the sample collection area, presence or absence of asbestos and lead, and the estimated square footage of confirmed ACM, and copy of the inspector's certification.

The lead-paint assessment includes the following:

- Collect representative paint samples from interior and exterior masonry surfaces utilizing clean tools.
- CONSULTANT proposes to submit 10 paint samples to a state-certified laboratory for lead analysis (Flame AA). Costs assume standard turnaround time for the lab (approximately 5 working days). If more than 10 paint samples are required, this estimate will increase by \$25.00 for each additional sample.
- The location and area of masonry surfaces covered in paint containing more than 0.5 percent lead by weight or more than 1 milligram of lead per square centimeter will be documented in a table.

The hazardous materials inventory includes the following:

- CONSULTANT will inventory potentially hazardous materials that could require removal or special disposal. The inventory will consist of those items identified in WDNR guidance WA-651 (*Planning Your Demolition or Renovation Project: A guide to Hazard Evaluation, Recycling, and Waste Disposal*).
- A list of potentially hazardous materials will be formatted into a table that includes estimated quantities of materials and their locations.

## **Task 2 - Demolition Specifications and Bidding Package Preparation, Bid Assistance**

Asbestos Abatement and Demolition Specification Preparation, includes Site Grading and Restoration

Ayres Associates would prepare bidding documents and specifications for the facility asbestos abatement, demolition, and site regrading. Tasks to be performed include:

- Prepare specifications, including front-end contract documents between County and Contractor for asbestos abatement, facility demolition, site grading, and restoration using Ayres 'Associates' standard solicitation format. Shall include specific sections and forms as needed to comply with CDBG requirements, as noted in CDBG Implementation Handbook).
- Prepare construction drawings for the project (assumed 5 sheets: Cover, Existing Conditions, Erosion Control and Demo Extents, Site Grading and Restoration, and one Detail sheet)
- Submit an electronic version of the Draft Bid Package to the County for review and comment.
- One conference call with the County and Village during the preparation of bid documents.
- Prepare the final demolition bid package following receipt/discussion of the 'County's Draft comments.

### Bid Administration

Ayres Associates would assist the County and Village in its selection of a contractor. Tasks to be performed may include:

- Be responsible for forwarding bid documents to prospective demolition contractors and uploading them to the electronic bid network.
- Conduct one pre-bid site meeting with potential bidders.
- Receive and coordinate inquiries on the project, prepare addenda, if necessary.
- Prepare a summary of submitted bid information and bid tabulation.
- Conduct quality control review of bidders and submitted bid forms.
- Assist in the review and selection of a demolition contractor (including one meeting with the County and Village).
- Assist with the Development of the Contract Documents between County and selected contractor.
- Prepare and forward Notice of Award to the selected contractor.
- Prepare and forward Notice to Proceed to the selected contractor following the 'client's receipt of the required contractor documentation.
- Attendance at one pre-construction meeting with the County and the selected contractor to assist with site related questions.

Costs for public notice of bid notification in a newspaper or other media, or other contract execution costs will be borne by the County but should be a CDBG reimbursable expense for demolition.

### **Task 3 - Building Demolition, Asbestos Abatement, and Site Restoration Oversight**

Demolition and asbestos oversight would be performed on a part-time basis as directed by the County. The tasks to be performed by Ayres Associates during this operation include:

- Assign technically qualified and experienced personnel to perform the compliance-related elements with the construction contract. Assumes one kick-off meeting, five progress visits (from Madison), and one punch-list walkthrough meeting.
- Communicate weekly with the owner regarding the demolition and abatement project.
- Review contractor submittals described in the project manual.
- Furnish transportation, supplies, materials, equipment, and miscellaneous items required to accomplish Ayres Associates' work.
- Perform field operations in accordance with OSHA regulations and accepted safety practices.
- Inspect and document (including photographs) phases of demolition and abatement activities, including equipment and materials.
- Keep diaries, logs, and other pertinent records as needed for a complete record of the contractor's progress.



- Measure and compute materials incorporated in the work and items of work completed and maintain account records.
- Prepare and submit, or assist in preparing periodic, intermediate, and final reports and records that may include:
  - Weekly statement of working days
  - Notice of change in demolition activities
  - Report of material field inspection
  - Final certification of materials
  - Explanation of quantity variation
- Verify that contractors have completed all work before issuance of final payment. In total assumes 96 total staff hours of oversight, reporting, and management. All estimates below include travel or other direct costs (from Madison office).

## **ARTICLE 2 - ADDITIONAL SERVICES**

If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by CLIENT as indicated in Attachment C.

- Grant Writing (WEDC Site Assessment Grant could be an option)
- Landscape Architecture services (park layout assistance, specifying equipment)
- Phase I or II ESA to determine if recognized environmental conditions (RECs) may exist at the site and presence or absences thereof (could be part of WEDC grant).

## **ARTICLE 3 - CLIENT'S RESPONSIBILITIES**

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

Designate a person in writing to act as CLIENT's representative.

Develop stakeholder Project Management Team.

Provide all criteria and full information as to CLIENT's requirements.

Furnish to CONSULTANT all available pertinent information including, but not limited to, property, boundary, easement, right-of-way, and utility surveys, the location of buried tanks, piping, and related utilities, and previous reports, all of which CONSULTANT may use and rely upon in performing services under this Agreement.

Provide access to the site of the Project and provide any required easements for monitoring wells to be installed on or off the site.

Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services, and (2) Legal services with regard to issues pertaining to the Project as CLIENT requires or CONSULTANT reasonably requests.

Any permit or fees to local, state, or federal agencies.

Client will facilitate access to the property and designate a contact person for the asbestos inspection, and demolition projects. Client will provide or indicate the availability of helpful environmental documents as available to be sent by Ayres Associates. CLIENT shall provide unrestricted access to CONSULTANT for sampling suspect asbestos-containing materials, sampling painted masonry or concrete surfaces, and inventorying hazardous materials. Due to current "Shelter in Place" requirements for COVID-19 response, we would request that CLIENT assist CONSULTANT in accessing building independently to conduct this work to provide suitable social distancing requirements recommended by Health Officials.

*It is understood that if the building is occupied, non-destructive sampling methods will be used in those spaces. The use of non-destructive sampling methods limits the 'assessor's ability to inspect the facility thoroughly and will not satisfy the WDNR requirement for a pre-demolition survey.*

DRAFT

## ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated June 1, 2021, between the Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 4 - PERIOD OF SERVICES

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to an equitable adjustment.

<u>Task</u>	<u>Calendar Days After Authorization to Proceed</u>
ACM, LBP, Hazardous Materials Assessment	Completed within 20 business days, assumes standard turnaround time from laboratory and reporting following lab analysis results
Demotion and Restoration Design and Bidding Documents	Completed within 20 business days following completion of ACM, lead-based paint, and hazardous materials report. Incorporate client review comments into final bidding documents within one week following receipt of comments.
Bidding and Contract Assistance	Completed over a four- to eight-week period following completion of bidding documents, advertisement for bids, and selection of contractor.
Construction Assistance	Depends on Contractor schedule but anticipated to start work within 30 days of executed contract between the County and General Contractor. Duration of work predicated on 'Contractor's schedule.

## ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated June 1, 2021, between the County of Clintonville (CLIENT) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 5 - COMPENSATION AND PAYMENTS

#### 5.1 Compensation for Services and Expenses

5.1.1 Basic Services. CLIENT shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each of 'CONSULTANT's employees times Standard Hourly Rates for each applicable employee, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and sub-consultants, if any.

5.1.1.3 The total compensation for services under paragraph 5.1.1 is estimated to be \$41,200, with a task break out, as noted in Table 1 below. CONSULTANT shall not exceed an amount of \$41,200 unless approved in writing by CLIENT.

**Table 1 – Estimated Fee by Task**

<b>Task</b>	<b>Estimated Fee</b>
Task 1 – ACM, Lead Bearing Paint, and Hazardous Materials Assessment	\$8,600
Task 2 - Demolition Specifications and Bidding Package Preparation, Bid Assistance, Contracting Assistance (would include Restoration Plan developed below as Task 4)	\$23,000
Task 3 - Building Demolition, Asbestos Abatement, and Restoration Oversight	\$14,300
<b>TOTAL</b>	<b>\$45,900</b>

Notes:

- 1) Ayres reserves the right to allocate actual costs between fees depending on actual costs incurred for individual tasks but will not exceed \$41,200 without written permission.
- 2) Task 1 assumes 100 samples of potential ACM material will be analyzed. Additional samples deemed necessary would be collected at a rate of \$25/sample, which includes labor, shipping, lab analysis, and reporting.
- 3) Associated WDNR notification, permitting, or other elements of construction related to demolition will be the 'Contractor's responsibility and noted appropriately in the bidding documents.
- 4) Oversight of Construction activities includes 120 total staff hours, which includes one kick-off meeting, five progress visits, and one punch-list walkthrough meeting as well as administrative and engineering support. Additional visits or hours would be additional scope and associated fees.

5.1.2 Additional Services. CLIENT shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of 'CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, Article 2, an amount equal to the cumulative hours charged to the Project by each of 'CONSULTANT's employees times Standard Hourly Rates for each applicable employee for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and sub-consultants if any.

### 5.1.3 Other Provisions Concerning Compensation

5.1.3.1 Charges of CONSULTANT's Independent Professional Associates and Sub-consultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and sub-consultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

5.1.3.2 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January), and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.3.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify 'CONSULTANT's charges and upon 'CLIENT's timely request, CONSULTANT shall make copies of such records available to CLIENT at cost.

## 5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by CLIENT, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses and charges of CONSULTANT'S independent professional associates and sub-consultants incurred through the effective date of termination.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

## 5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

## ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated June 1, 2021, between Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 6 - OPINIONS OF COST

#### 6.1 Opinions of Probable Cost

CONSULTANT's opinions of probable Project costs are made on the basis of CONSULTANT's experience, qualifications, and judgment; but CONSULTANT cannot and does not guarantee that actual Project costs will not vary from opinions of probable cost.

### ARTICLE 7 - GENERAL CONSIDERATIONS

#### 7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by CLIENT in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

#### 7.2 Reuse of Documents

All documents prepared by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. CLIENT may make and retain copies for information and reference in connection with use by CLIENT.

#### 7.3 Electronic Files

CLIENT and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

#### 7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims



or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

## **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Assignment of Rights**

7.7.1 Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, CLIENT and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

## **7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

## **ATTACHMENT E - TERMS AND CONDITIONS FOR SERVICES INVOLVING HAZARDOUS SUBSTANCES**

This is an attachment to the Agreement dated June 1, 2021, between Richland County (CLIENT) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 8 - SERVICES INVOLVING HAZARDOUS SUBSTANCES**

#### **8.1 Standard of Care - Services Involving Hazardous Substances**

In accepting this Agreement for professional services, CLIENT acknowledges the inherent risk associated with hazardous, oil, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions as well as with construction activities. In performing the professional services, CONSULTANT shall use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall be judged exclusively at the time the services are rendered and not according to later standards.

#### **8.2 Project Site**

8.2.1 CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature, or characteristics of any hazardous substances at, on, or under the site. In addition, CLIENT shall furnish all data, prior studies, manufacturing or waste disposal histories, and construction documents actually or potentially informative as to the actual conditions at the site for performance of CONSULTANT's services. CONSULTANT shall be entitled to rely upon CLIENT-furnished documents and information in performing the services required under this Agreement, however, CONSULTANT assumes no responsibility or liability for their accuracy or completeness.

8.2.2 CONSULTANT shall not supervise, direct, or have control over the work of construction contractors or their subcontractors. CONSULTANT's services do not include a review or evaluation of the contractor's or subcontractor's safety measures.

8.2.3 CONSULTANT shall be responsible only for its activities and that of its employees and subconsultants on the site. Neither the professional activities nor the presence of CONSULTANT or its employees or its subconsultants on the site shall imply that CONSULTANT controls the operations of others, nor shall this be construed to be an acceptance by CONSULTANT of any responsibility for jobsite safety.

#### **8.3 Right-of-Entry**

CLIENT shall furnish right-of-entry for CONSULTANT to such property as may be necessary for CONSULTANT to perform the services under this Agreement. CONSULTANT shall take reasonable precautions to minimize damage to the property caused by CONSULTANT's equipment but has not included in CONSULTANT's fee the cost of restoration of damage which may result from CONSULTANT's operations. If CLIENT requires CONSULTANT to restore property to its former conditions, the costs associated with restoration shall be added to CONSULTANT's fee.

#### **8.4 Disposal of Contaminated Material**

It is understood and agreed that CONSULTANT is not and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site.

## 8.5 Indemnification

8.5.1 It is understood and agreed that CLIENT is requesting CONSULTANT to undertake, for CLIENT's benefit, obligations involving the presence or potential presence of hazardous substances. Therefore, it is expressly understood that CLIENT shall in no manner hold CONSULTANT responsible for any existing site condition and the presence or potential presence of hazardous substances.

8.5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors and employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by 'CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

8.5.3 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by 'CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

8.5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other 'party's own negligence. In the event there is joint negligence on the part of CLIENT and CONSULTANT, the responsibility and indemnification obligations for such negligence shall be prorated to reflect the relative degree of negligence or fault attributable to CLIENT and CONSULTANT. CONSULTANT shall not be liable for any indirect damages.

## 8.6 Limitation of Liability

**8.6.1 CLIENT agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage, or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that CLIENT does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving CLIENT's written request prior to the start of CONSULTANT's services.**

8.6.2 CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to fault of other, regardless of nature of this fault, or whether it was committed by CLIENT or CONSULTANT, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

## 8.7 Insurance

CONSULTANT represents that it carries statutorily required Workers' Compensation Insurance, Commercial General Liability Insurance in the amount of \$1,000,000, Business Automobile Liability Insurance in the amount of \$1,000,000, and Professional Liability Insurance, with Pollution Liability coverage, in the amount of \$1,000,000. Certificates of these insurances shall be provided to CLIENT upon request. If CLIENT requires additional insurance coverage, CONSULTANT shall endeavor to obtain additional coverage at CLIENT's expense, payable in advance.

## 8.8 Precedence

These Terms and Conditions for Services Involving Hazardous Substances shall take precedence over any conflicting provisions elsewhere in the Agreement.

## **8.9 Severability**

If any of these Terms and Conditions are determined to be invalid or unenforceable in whole or part, the remaining provisions of this Agreement shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

## **8.10 Survival**

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

DRAFT

# Other Conditions

Ayres meets all requirements and if selected will complete necessary paperwork (as listed in Appendix) in accordance with CDBG contractual requirements.

## Appendix

Key Personnel Resumes . . . . .	.Page 27
Potential Conflict of Interest Disclosure . . . . .	.Page 30
Conflict of Interest Clause . . . . .	.Page 31
Lobbying Certification . . . . .	.Page 33
Disclosure of Lobbying Activities . . . . .	.Page 34
Section 3 Clause. . . . .	.Page 36
Affirmative Action Clause . . . . .	.Page 37
Equal Opportunity Clause . . . . .	.Page 39
Minority Business Enterprise/ Woman Business Enterprise Web Resources. . . . .	.Page 43
Davis-Bacon and Related Acts Clause . . . . .	.Page 44
Federal Labor Standards Provisions . . . . .	.Page 50



## Bill Honea, PG

### Project Manager

Bill joined Ayres in 2015 with five years of environmental consulting experience and a strong regulatory compliance background. He has conducted Phase 1 and 2 environmental site assessments (ESAs); groundwater monitoring; brownfield site investigations; and regulatory reporting for federal, state, and private clients. Bill's field experience includes soil, groundwater, vapor, concrete, and asbestos sampling. He facilitates collaboration and communication with clients, peers, regulatory agencies, and subcontractors to meet project objectives and deadlines.

He's serving as project manager for redeveloping the 145-acre former Brillion Iron Works site, including demolition assistance, grant writing and management, and environmental consulting.

#### Select Experience

- Brillion Iron Works Demolition Design Services
- Waunakee Alloy Remediation, Permitting, Demolition Specs, and Grant Assistance
- Deerfield Brownfield Asbestos Pre-Demo Assessment
- Marquette School CDBG Assistance
- City of Clintonville CDBG and Demolition Assistance

#### Total Experience

11

#### Registrations

Registered Professional Geologist, WI, AZ, WY

#### Education

BS, Geology, University of Tennessee



## Thomas Gaieck, PG

### Geologist

Tom joined Ayres in 1992, bringing experience as a geologist for contamination assessments as well as geotechnical experience. He has completed many Phase 1, 2, and 3 site assessments and his responsibilities include groundwater and soil investigations; remediation design; construction services; asbestos and lead-based paint inspections; and pre-acquisition site assessments.

#### Select Experience

- Brillion Iron Works Demolition Design Services
- Waunakee Alloy Grant Assistance, Phase 1 and 2 ESAs, and Hazardous Materials Cleanup
- Waunakee Alloy Remediation, Permitting, Demolition Specs, and Grant Assistance
- Waunakee Alloy Grant Assistance, NR 716 Inv, Permitting, and Demolition Specs
- Deerfield Brownfield Demolition Assistance
- Marquette School CDBG and Demolition Assistance

#### Total Experience

35

#### Registrations

Registered Professional Geologist, WI, WY, FL, AZ

#### Education

BS, Earth Science, University of Wisconsin-River Falls



## Michael Leopold, EIT

### Project Engineer

Michael joined Ayres in 2018, bringing three years of experience as a civil engineer. His background includes designing site, grading, construction, structural, and as-built plans. He has significant experience in geotechnical analysis of soils, soil drilling with logging, laboratory testing to ASTM standards, and conducting reports to provide recommendations for site development, foundation design, and structural loading.

From his work completing the processes of drafting and analysis of materials, Michael also has established his capability for calculating isolated, mat, and continuous footing parameters for new construction, as well as analyzing, interpreting, and mitigating existing structures. He's led the engineering design team on several large demolition projects in the last three years.

#### Select Experience

- Brillion Iron Works Demolition Design and Construction Services
- Deerfield Brownfield Environmental Investigation
- Marquette School CDBG and Demolition Assistance
- City of Clintonville CDBG and Demolition Project

#### Total Experience

6

#### Registrations

Engineer Intern, SD

#### Education

BS, Geological Engineering,  
South Dakota School of Mines  
and Technology



## Ben Peotter, PE

### QA/QC

Ben oversees our development division's work in brownfield revitalization, planning, environmental impact assessments and statements, environmental site assessments and remediation, and landfill monitoring and engineering. Ben has worked as an environmental, geotechnical, and civil consultant since 1999. Ben's responsibilities include project management; environmental impact statements and assessments (EISs and EIAs); brownfield redevelopments; grant writing; solid waste management, design, and permitting; and facilitation of client and public relations.

#### Select Experience

- Brillion Iron Works Demolition Design Services
- Waunakee Alloy Grant Assistance, NR 716 Inv, Permitting, and Demolition Specs
- Waunakee Alloy Remediation, Permitting, Demolition Specs, and Grant Assistance
- Deerfield Brownfield Demolition Assistance
- Deerfield Brownfield Environmental Investigation
- Marquette School CDBG Assistance
- Clintonville CDBG and Demolition Assistance

#### Total Experience

22

#### Registrations

Registered Professional  
Engineer, WI, MN

#### Education

BS, Geological Engineering/  
Geology, University of  
Wisconsin-Madison





## Robert Stein, PLA Landscape Architect

Rob has been providing landscape architectural design services since 2006. Inspired by culture, environmental and physical stories a site tells, Rob has been designing outdoor spaces such as parks, riverfronts, bike paths, downtown streetscapes, and sustainable landscapes for communities of all sizes.

He is also skilled in facilitating public meetings and communicating with community members about design projects. Robert is knowledgeable about environmental design for the creation of innovative, functional, and sustainable projects. He is skilled in communicating design ideas through illustrative plans and graphics, and he has experience producing construction documents. Rob believes that our shared landscapes play a pivotal role in shaping our experience of spaces.

### Total Experience

15

### Registrations

Professional Landscape Architect, WI, WV

### Education

BLA, Landscape Architecture, North Dakota State University;  
BS, Environmental Design, North Dakota State University

### Select Experience

- Village of Harrison Manitowoc Road Park Master Plan, Harrison, WI
- Village of Menomonee Falls - Village Park - Phase 1 Design, Menomonee Falls, WI
- City of Eau Claire North Barstow and Phoenix Park Redevelopment, Eau Claire, WI
- Eau Claire-Boyd Park Master Plan, Eau Claire, WI
- Monona Park Improvement Projects, Monona, WI

“There’s a lot of smart people out there, and a lot of people who know how to do the work, but it’s the responsiveness from Ayres that makes a difference. They take the time to really understand what the County needs.”

### Greg Caldwell

Capital Improvement Program Manager  
St. Johns County, FL

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

Community Development Block Grant – Potential Conflict of Interest Disclosure

**POTENTIAL CONFLICT OF INTEREST DISCLOSURE**

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

**Do you have family or business ties to any of the people listed below?**

Yes  No

**If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:**

ELECTED OFFICIALS:

- Marty Brewer – Richland County Board - Chairman
- Dave Turk – Richland County Board – Vice Chairman
- Sean Murphy-Lopez – Richland County Finance Committee - Chairman

COUNTY OF RICHLAND - ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- Clinton Langreck – County Administrator
- Jasen Glasbrenner – Richland Economic Development Director

**Description of Relationship(s):**

**Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the Richland County Board and Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).**

Printed Name of Individual	Title	Signature
Name of Business/Firm/Company	Date Signed [MM/DD/YYYY]	

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:  
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

## 24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

### Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

#### **(h) Conflict of interest:**

*(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*

*(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*

*(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*

*(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*

*(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*

*(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:  
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

*(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*

*(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*

*(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*

*(ii) Whether an opportunity was provided for open competitive bidding or negotiation;*

*(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*

*(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*

*(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*

*(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*

*(vii) Any other relevant considerations.*

**Division of Energy, Housing and Community Resources**  
Lobbying Certification

GRANTEE/UGLG NAME: Richland County  
 DEHCR GRANT AGREEMENT #: CDBG CL-PF 21-33

**LOBBYING CERTIFICATION**  
**FROM THE**

- Municipality/UGLG: \_\_\_\_\_
- Contractor/Sub-Contractor
- Other: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
*Name of Municipality/UGLG/Business/Firm*

\_\_\_\_\_  
*Signature of the Chief Elected Official, Owner, or Chief Executive Officer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Signed*

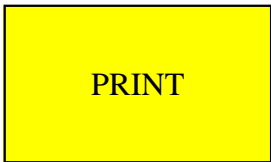
\_\_\_\_\_  
*Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer*

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## BCD CDBG Implementation Handbook

### ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

**Include the following language in all contracts and sub-contracts funded with CDBG dollars\*\*:**

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

\*\* This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.

## Division of Energy, Housing and Community Resources

### Affirmative Action Requirements (EO 11246)

## AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

*(Applicable to construction contracts/sub-contracts exceeding \$10,000)*

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women = **6.9 percent** (this goal applies nationwide)

Goals for minority participation = 1.7 (this goal applies county-wide)  
*(Insert goals – see next page)*

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

## Division of Energy, Housing and Community Resources

### Affirmative Action Requirements (EO 11246)

#### GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women--6.9 percent (this goal applies nationwide).

B. Minority Goals--percentage listed for each county:

Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	.6
Barron	.6	Jackson	.6	Price	.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	.6	Richland	1.7
Buffalo	.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	.6
Calumet	.9	La Crosse	.8	St. Croix	2.9
Chippewa	.5	Lafayette	.5	Sauk	1.7
Clark	.6	Langlade	.6	Sawyer	.6
Columbia	1.7	Lincoln	.6	Shawano	1.0
Crawford	.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	.6	Taylor	.6
Dodge	7.0	Marinette	1.0	Trempealeau	.6
Door	1.0	Marquette	1.7	Vernon	.6
Douglas	1.0	Menomonie	1.0	Vilas	.6
Dunn	.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	.5	Monroe	.6	Washburn	.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	.6	Waukesha	8.0
Forest	1.0	Outagamie	.9	Waupaca	1.0
Grant	.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	.6	Winnebago	.9
Green Lake	1.0	Pierce	2.2	Wood	.6

## BCD CDBG Implementation Handbook

---

### ATTACHMENT 6-D: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

1. As used in these specifications: (41 CFR 60-4.3)
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith effort to achieve the Plan goals and timetables.

The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas, where they do not have a federal or federally assisted construction contract, shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of

## BCD CDBG Implementation Handbook

---

Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
6. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
  - d) Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e) Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.
  - f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

## BCD CDBG Implementation Handbook

---

- policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does, or anticipates, doing business.
  - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one-month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for sub-contractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations [7 (a) through (p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

## BCD CDBG Implementation Handbook

---

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.

The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

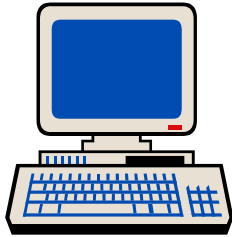
13. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



## BCD CDBG Implementation Handbook

---

### ATTACHMENT 7-R: MBE/WBE/DBE WEB RESOURCES



**Resources for outreach to, contracting with, and certified registration for Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) firms:**

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Directory:

<https://wisdp.wi.gov/search.aspx>

City of Madison Targeted Business Enterprise Program Directories:

<http://www.cityofmadison.com/dcr/aaTBDDir.cfm>

Department of Transportation  
Disadvantaged Business Enterprise (DBE) Program

<https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## BCD CDBG Implementation Handbook

### ATTACHMENT 7-B: DAVIS-BACON AND RELATED ACTS (DBRA)

- A. Force Account - Under most Davis-Bacon statutes, only employees of contractors or sub-contractors are subject to Davis-Bacon wage requirements. In some instances, rather than contracting or sub-contracting out construction work, a grant recipient performs the construction in-house, with its own "force account" employees. Such force account work is not subject to Davis-Bacon wage requirements under statutes that cover only employees of contractors and sub-contractors. Furthermore, the USDOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR Section 5.2(h)). However, under the Housing and Community Development Act of 1974, a private firm that receives federal assistance funds indirectly from a recipient pursuant to a written procurement contract of sub-grant agreement that provides for the performance of construction work is considered a contractor or sub-contractor, and the force account exception **does not** apply to construction activity performed by employees of such a firm.

Laborers and mechanics employed by a local or state agency PHA (Public Housing Authority only), even though not employed by a contractor, are subject to Davis-Bacon when performing development work financed by the U.S. Housing Act of 1937, as amended. Davis-Bacon federal wage requirements are not applicable where such employees are used in work defined as major repairs (deferred maintenance) pursuant to 24 CFR 868.3 and 868.9(h), which constitute project operation rather than development.

- B. Compliance and Certification Parameters - HUD policy clearly affords federal wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, corporate officers, or others. Laborers and mechanics may not certify to the payment of their own federal wages except where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

Accordingly, HUD and program participants responsible for labor standards administration and enforcement **may not** accept certified payrolls reporting single or multiple owners (e.g., partners) are certifying that they have paid to themselves the prevailing wage for their craft. A sole proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Nor may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or sub-contractor for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecemeal, weekly contract draw performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one-half) for all hours worked in excess of 40 hours per week, pursuant to the CWHSSA, where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic and laborer must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics and laborers may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing wage rate for the respective craft.

In any case, where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing wage rate on the wage determination for the craft.

## BCD CDBG Implementation Handbook

---

- C. Business Owners Working with Their Crew - Owners of businesses working with their crew on the same HUD-assisted job site **may** certify to the payment of their own federal wages in conjunction with the prevailing wages paid to their employees. This exception to compliance standards **does not** suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner of his/her own wages as that certification **accompanies** the certification offered for payment of prevailing wages to his/her employees. On weekly payroll reports, include the owner's name, identifying him/her as "owner," and the daily and total hours worked on the covered project for the week. Omit the Rate of Pay and Amount Earned.
- D. Owner-operators of Power Equipment - Frequently, owner-operators of power equipment (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly labor salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator. **Note:** Owner-operators of power equipment, like self-employed mechanics, **may not** submit their own payrolls certifying to the payment of their own wage **but** must be carried on the responsible contractor's certified payroll report. Include the name, work classification, and actual hours worked. Upon completion of the contract, verify the pay by taking the amount paid to the sub-contractor (documented with copies of all invoices identified for this job) and divide by the hours reported on the certified payrolls. Compare the actual hourly wage rate with the rate in the Wage Determination. If the actual hourly wage is less than the Davis-Bacon Wage Rate, collect and disburse the wage underpayments.
- E. "Owner Operator" Truck Drivers - A USDOL administration policy excludes bona fide owner-operators of trucks who are independent contractors from Davis-Bacon/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" can certify to their own weekly payrolls **but** the payrolls do not need to show the hours worked or rates allegedly paid - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to Davis-Bacon/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operator of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in the paragraph titled "Owner-operators of Power Equipment," above).

"Contractor's" Truck Drivers Based on the decision made in the Midway Excavating trial, (Building and Construction Trades Department, AFL-CIO vs. USDOL Wage Appeals Board "Midway") truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. (e.g. if the UGLG is building a highway and the truck driver is loading, unloading, spreading, or driving back and forth on the site, then the truck driver is covered). Hauling materials to or from the site, if not performed on the site, is not covered time. HUD has advised that they currently believe unloaded are likewise not covered.

- F. Determining Proper Classification for Various Work - Questions as to the proper classification of a laborer or mechanic for various types of work are resolved by making an area-practice determination. In determining the proper classification for work performed on a project, it is immaterial whether the contractor is union or nonunion.

On projects where the federal wage rate for the classifications in question within the applicable wage determination is based on negotiated rates, the prevailing practice concerning work performed in those classifications is to follow the practice observed on projects built by contractors who are a signatory to the collective bargaining agreements. Therefore, unless there is a jurisdictional dispute between the crafts, the duties ascribed to any job classification will be the same as those outlined in the appropriate collective bargaining agreements. If the collective

## BCD CDBG Implementation Handbook

---

bargaining agreements are silent on this issue, the local unions involved must be consulted. Conversely, in areas where open shop (non-union) rates are determined to prevail for the classifications in question, those prevailing job practices followed on projects by open shop contractors in the same area become area practice.

- G. Helpers - The **classification of Helper in any trade will be very difficult to have approved by the USDOL**. If the contractor wants to pursue a helper classification through the USDOL, they should contact the Labor Standards Specialist at DOA.
- H. Relatives - There are no exceptions made in the enforcement of Davis-Bacon on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They **must be paid the federal wage rate for the classification of work performed and be included on the certified payrolls**.
- I. Volunteers - HUD allows for the waiver of Davis-Bacon wage rates for volunteers that are **not otherwise employed** at any time of the work for which the individual volunteers. Contact DOA's Labor Standards Specialist for more details if the community plans on using volunteers on the construction site.
- J. Job Corps Workers - USDOL staff in Washington, DC has informed HUD staff that Job Corps workers are not exempt from Davis-Bacon wage when they are working on a job subject to the Davis-Bacon Act.
- K. Employees of a Governmental Body -The USDOL has taken the position that the prevailing wage requirements does not apply to employees of a state or political subdivision of a state, but shall apply to employees of a private contractor who is sub-contractor of the state or political subdivision. This rule does not apply to the Public Housing Authority (PHA) employees under the U.S. Housing Act of 1937 (see paragraph A. in this section). **Employees of utilities are exempt providing they are only extending existing service to the property.**
- L. Employees Performing Work in More than One Classification - (Split Classification) if the UGLG/contractor has employees who perform work in more than one trade during a work week, it can pay the wage rates specified for each work classification in which work was performed **only** if maintaining accurate time records showing the amount of time spent in each classification. If the UGLG does not maintain accurate time records, it must pay these employees the highest wage rate of all the classifications of work performed. **Work, which is normally performed as part of the mechanic's craft, is not separable.**
- M. Laborers and Mechanics – Definition - The terms "laborers" and "mechanics" are construed to include at least those workers whose duties are manual or physical in nature as distinguished from mental or managerial. Since the classifications of laborers and mechanics to who specified wage rates are payable are identified in the Davis-Bacon wage rate, there is ordinarily no need to distinguish between laborers and mechanics. However, **mechanics are generally considered to include any worker who uses tools, or who is performing the work of a trade.**
- N. Precutting of Parts and Prefabrication of Assemblies - The precutting of parts and/or the prefabrication of assemblies are not covered unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to supply the needs of the project.
- O. Supply and Installation Contracts -The manufacturing or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to meet the needs of the project.
- P. Start of Construction - "Start of Construction," as that term is used in connection with labor standards and prevailing wage requirements, means the beginning of initial site clearance and preparation, provided those activities are pursued diligently and are followed without appreciable delay by other construction activity.
- Q. Site of Work - The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and to other adjacent or

## BCD CDBG Implementation Handbook

---

nearby property used by the contractor in such construction which can reasonably be said to be included in the “site” because of proximity. **Operations of a commercial or material supplier established in the proximity of but not on the active site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the federal project for a time.**

- R. Fringe Benefits – Funded Plans - A contractor may credit contributions for “bona fide” fringe benefits regardless of whether the USDOL has found the particular benefits to be prevailing in the area. Such fringe benefits must be “bona fide.” Ordinarily, bona fide benefits are those common to the construction industry and are paid directly to the employee in cash or into a fund, plan, or program on the employee’s behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL.
- S. Fringe Benefits – Unfunded Plans - Where fringe benefit plans are not of the conventional type, it will be necessary for the USDOL to determine if the benefits are “bona fide.” **Contractors seeking approval of unfunded plans must obtain approval from the USDOL.** Contact DOA for more details.
- T. Fringe Benefits – General
1. Contributions to funded plans must be made at least quarterly.
  2. When the cash paid and the per-hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference must be paid to the employee in cash.
  3. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
  4. Employees who are excluded from funded plans for whatever reason must be paid fringe benefits in cash.
  5. **Note:** Vacation and sick leave plans are generally unfunded, paid from the contractor’s own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
  6. In determining the cash equivalent credit for fringe benefits payments, the period of time to be used is the period covered by the contribution. For example, if an employer contributes to a plan on a weekly basis, the total hours worked each week (federal and nonfederal) by each employee should be divided into the contribution made by the employer.
  7. Acceptable fringe benefits include the following: medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from occupational activity; or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, defrayment of cost of apprenticeship or other similar programs, or other bona fide fringe benefits; but only where the contractor to sub-contractor is not required by other federal, state, or local law to provide any of such benefits. The Act excludes fringe benefits that a contractor or sub-contractor is obligated to provide under other federal, state, or local law. No credit may be taken for such benefits. For example, payment for workmen’s compensation insurance under either a compulsory or elective state statute is not considered payments for fringe benefits under the Act. Payments made for travel, subsistence, or to industry promotion funds are not normally payments for fringe benefits under the Act.

No type of fringe benefits is eligible for consideration as a so-call unfunded plan unless:

- a. It could be reasonably anticipated to provide benefits described in the act;
- b. It represents a commitment that can be legally enforced;
- c. It is carried out under a financially responsible plan or program; and

## BCD CDBG Implementation Handbook

---

- d. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

U. Summer Youth Employment - Youth who are bona fide students and part of a bona fide “youth opportunity program” may be employed on Davis-Bacon projects on a temporary basis during the summer months and paid below the predetermined Davis-Bacon rates. USDOL All Agency Memoranda #71 and #96 provide policy guidance in this area. HUD requires that the following stipulations be met before summer youth may be employed at less than Davis-Bacon rates:

1. Where collective bargaining agreements representing workers performing similar or related activities at the worksite to which youth are out stationed exists, the union or unions representing those workers must provide concurrence as to the design of the employment project and the use of the youth;
2. Such employment must be provided in accord with statutory safety and minimum wage requirements (both state and federal);
3. Competent supervision must be provided to all youth employment on the project worksites. Ratios of youth to such supervisors should be no greater than four-to-one.

In order to ensure that the administration of summer youth employment complies with USDOL policies and regulations, request for exceptions to the application of Davis-Bacon must be made to the HUD Field Office Labor Relations Staff who will advise the requesting contractor of its decision. The specific provisions of the agreement (between management and labor) or the plan of employment must be submitted to the Department of Labor, Wage and Hour and Public Contracts Division, for enforcement purposes. The HUD Field Office Labor Relations Staff will send such plans to the Headquarters Office of Labor Relations.

V. Non-Covered Job Classifications - Workers performing the normal duties of the following job classifications are not subject to Davis-Bacon federal wage requirements:

1. Project Superintendent.
2. Project Engineer.
3. Project Foreman, as distinguished from a working foreman (working foremen, who devote more than 20 percent of their time during the workweek to mechanic or laborer duties, are laborers and mechanics for the time spent and must be paid the applicable rate for the hours so worked).
4. Watchman.
5. Water Carrier.
6. Messenger, Clerical Workers.

Financing of Construction Work – CDBG - Laborers and mechanics employed by contractors and sub-contractors on construction work financed in whole or in part with Title I assistance are subject to Davis-Bacon wage rates under Section 110 of Title I. To the extent that Part 570 requires broader Davis-Bacon coverage, e.g., on construction work “assisted” under that Part, the regulations shall govern unless an individual waiver is requested and granted by the Assistant Secretary for Community Planning and Development. The use of Title I funds for any of the following items is an example of financing construction work, and Davis-Bacon wage rates shall apply to all construction work performed on the building or property in question: construction loans or grants; payment for construction materials; payment of interest (or part of the interest) on a construction loan; payment of construction loan origination fees; provisions of a Title I funded permanent loan, mortgage or grant on a structure constructed with a private construction loan when the parties contemplate such ultimate Title I financing at the time of construction; Title I funded “collateral” or “default” accounts established with the lending bank which receive no interest or less than the interest payable on demand accounts. Questions as to whether a use of Title I funds constitutes financing of construction work shall be referred to HUD headquarters for determination.

## BCD CDBG Implementation Handbook

---

- W. Technical/Maintenance Wage Rates – Public Housing - Section 12 of the U.S. Housing Act of 1937 requires that wages prevailing in the locality shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation of the project. Such wages are determined or adopted by HUD.
- X. Payment of Low- and Moderate-Income (LMI) assessments - In some projects federal funds are used to pay special assessments of LMI households, where those assessments are for the purpose of paying for a public improvement. This use of federal funds invokes the Federal Labor Standards Provisions and makes the construction subject to Davis-Bacon wage rates.
- Y. Piecework - Roofers and dry-wall hangers are sometimes paid by piecework. Piecework is work paid for at a fixed rate (piece rate) per piece of work done.



## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

---

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.





Engineering Services Proposal:  
Richland County  
Village of Lone Rock - Village Center Park Project  
Richland County, Wisconsin

Date: May 14, 2021

Submitted By:

Delta 3 Engineering, Inc.  
875 S. Chestnut Street  
Platteville, WI 53818  
(608) 348-5355  
mail@delta3eng.biz

898 Jackson Street  
Dubuque, IA 52001  
(563) 542-9005

*EVERY ANGLE COVERED*

*WE PRIORITIZE COMMUNICATION*



*WE DESIGN WITH YOU IN MIND*



*WE BUILD LONG-LASTING RELATIONSHIPS*



# TABLE OF CONTENTS

1. FIRM PROFILE.....	1
2. BUSINESS CONTACT PERSON & EVIDENCE OF LICENSE - WISCONSIN.....	2
3. SERVICES.....	3
4. PROJECT SCOPE STATEMENT/TECHNICAL APPROACH.....	10
5. PROJECT WORK PLAN – VILLAGE OF LONE ROCK – VILLAGE CENTER PARK PROJECT.....	12
6. QUALIFICATIONS/EXPERIENCE - MUNICIPAL PROJECTS.....	14
7. QUALIFICATIONS/EXPERIENCE – SIMILAR GRANT FUNDED/CDBG PROJECTS.....	20
8. OTHER PROFESSIONAL/OWNER REFERENCES.....	25
9. EXPERIENCE/QUALIFICATIONS -KEY STAFF.....	29
10. COMMUNITY FAMILIARITY.....	33
11. PROFESSIONAL SERVICES' FEES.....	34
12. PROFESSIONAL SERVICES' RATES.....	35
13. AUTHORIZATION OF SERVICES.....	36
14. APPENDIX A – RESUMES/PROFILES – KEY PERSONNEL.....	
15. APPENDIX B – PROFESSIONAL ENGINEERING SERVICES CONTRACT.....	



# FIRM PROFILE

*Delta 3 Engineering, Inc. is a full service, consulting engineering firm founded in November 2003 by Bart Nies, Dan Dreessens, and Scott Chyko. We started with three (3) employees but have since grown to a team of 39. In 2014, Delta 3 Engineering purchased Southwest Design Associates, which had been in business since 1977. Due to our commitment to **Communication** and **Teamwork**, Delta 3 Engineering was awarded “Business of the Year” accolades in 2011 and the 2012 Zweig White ‘79<sup>th</sup>’ Fastest-Growing Engineering/Architectural Firm in the United States and Canada.*

***The following is a breakdown of our current staff:***

- Registered Professional Engineers, Civil – 4
- Registered Professional Engineers, Structural – 2
- Registered Professional Engineers, Mechanical – 1
- Registered Architects – 1
- Engineers-In-Training, Civil – 9
- Engineer-In-Training, Structural – 1
- Professional Land Surveyors – 2
- Engineering/CAD Technicians – 15
- Administrative – 4

The owners of the firm have over 80 years of collective engineering experience in southwest Wisconsin. Delta 3 Engineering currently works with **over 60** municipalities throughout the tri-state area to provide first-rate, innovative design and consulting services. Our architects and engineers work closely with you to incorporate your goals and ideas into a first-class design that will be an everlasting asset to your community.

***WE PRIORITIZE  
COMMUNICATION***

To eliminate communication barriers, a single architect or engineer leads your project from start to finish. This team member works with you to establish goals, address needs, find solutions, and ensure your project stays on track.

***WE DESIGN  
WITH YOU IN MIND***

We create solutions that fit your budget, comply with state and federal regulatory codes, and meet accessibility requirements.

***WE BUILD  
LONG-LASTING RELATIONSHIPS***

Our engineers and architects have developed professional relationships with many municipalities and state and federal regulatory agencies. As a result, we’re able to keep projects moving in a timely and efficient manner.

▶ IOWA: 898 Jackson St., Dubuque, IA **P** 563.542.9005  
▶ WISCONSIN: 875 S. Chestnut St., Platteville, WI 53818 **P** 608.348.5355 **F** 608.348.5455  
**E** mail@delta3eng.biz **W** www.delta3eng.biz

**PRINCIPALS:** Bart Nies, P.E. / Dan Dreessens, P.E. / Scott Chyko, P.E.

**EVERY ANGLE COVERED**



## BUSINESS CONTACT PERSON & EVIDENCE OF LICENSE – WISCONSIN

**Delta 3 Engineering, Inc.** is a full service, consulting engineering firm located in Platteville, Wisconsin. Established in 2003, our firm specializes in civil and municipal engineering; structural engineering; architecture; building and facilities design; planning; grant writing; land development; and mapping services. Our “common-sense approach” in the engineering field has produced practical, innovative, and cost-effective solutions for our clients. We also strongly believe in utilizing the concepts of **Communication** and **Teamwork** throughout all of our projects. Our experienced staff will apply this “approach” and their expertise to assure the proper attention is given to the needs of Richland County, Lone Rock – Village Center Park Project.

**Delta 3 Engineering, Inc.** is a certified Professional Architectural and Engineering firm (Certification No. 2778) in the State of Wisconsin by its Department of Regulation and Licensing Examining Board of Architects, Landscape Architects, Professional Engineers, Designers, and Land Surveyors. Our Federal Tax Identification Number is #20-0376759. We will provide our professional services from our current office in Platteville, WI.

Bart Nies, P.E. is co-founder, co-owner, and Vice-President of Delta 3 Engineering, Inc. He is a professional civil/environmental engineer with over 27 years of civil/environmental engineering and project management experience. He practices in the areas of municipal, wastewater, water, storm water, transportation, and construction engineering; capital improvements and facilities’ planning; and land development. Bart also is responsible for comprehensive project management and providing grant writing, application, and administration services for the firm’s municipal projects. Since 1996, he has been successful in writing grants and obtaining grant awards for municipalities from the Community Development Block Grant (CDBG), Wisconsin Department of Natural Resources, Iowa Department of Natural Resources, U.S. Economic Development Administration (EDA), USDA-Rural Development, and Wisconsin Department of Transportation programs. He will be the contact person for Delta 3 Engineering, Inc. and will authorize contractual obligations on behalf of Delta 3 Engineering, Inc.

Bart is a Registered Professional Engineer in the State of Wisconsin (Registration #34685). Following is his contact information:

**Mr. Bart P. Nies, P.E.**  
875 South Chestnut Street  
Platteville, WI 53818  
Phone: (608) 348-5355 Fax: (608) 348-5455  
E-mail: bart@delta3eng.biz  
www.delta3eng.biz



# SERVICES

*Delta 3 Engineering specializes in civil and municipal engineering; structural engineering; architecture; grant writing and financial assistance; land development and planning; land surveying; historic preservation; and mechanical, plumbing, and lighting design services.*

### **Civil/Municipal Engineering**

We work in collaboration with municipalities to design, construct, and maintain public works infrastructure, such as streets, parking lots, water, wastewater, and storm water control systems.

### **Grant Writing and Financial Assistance**

Delta 3 provides grant writing, financial assistance, and grant administration for municipal projects.

### **Land Development and Planning**

We assist public and private clients to create land development plans for underdeveloped, industrial, commercial, and residential areas.

### **Environmental Engineering**

Delta 3 performs design, construction engineering, and project management services for municipal water, wastewater, and storm water systems.

### **Land Surveying**

We offer a variety of surveying services, including boundary, ALTA retracement, and topographical surveys; easements; as well as construction staking.

### **Structural Engineering**

Delta 3 provides design services for new commercial or residential structures, and the renovation and rehabilitation of existing structures.

### **Architecture**

We create innovative, code-compliant, and cost-effective solutions for new and historical building projects for both municipalities and private businesses.

### **Mechanical Design**

Delta 3 designs heating, ventilation, and air-conditioning (HVAC) systems to meet specific client needs.

### **Plumbing Design**

We plan and design plumbing systems for many different types of structures—from commercial office and retail buildings to restaurants, breweries, and food-processing facilities.

### **Interior Design**

Delta 3 provides full service interior design capabilities through all phases of a project. We also provide Furniture, Fixture, and Equipment (FFE) services.

### **Lighting Design**

Delta 3 specializes in sensitively integrating architecture and lighting, maximizing daylighting, creatively utilizing standard fixtures, and offering solutions specific to the requirements of each project.

- ▶ IOWA: 898 Jackson St., Dubuque, IA 52001 **P** 563.542.9005
- ▶ WISCONSIN: 875 S. Chestnut St., Platteville, WI 53818 **P** 608.348.5355 **F** 608.348.5455
- E** [mail@delta3eng.biz](mailto:mail@delta3eng.biz) **W** [www.delta3eng.biz](http://www.delta3eng.biz)



## CIVIL/MUNICIPAL & ENVIRONMENTAL ENGINEERING

Delta 3 Engineering can provide civil engineering services for a wide variety of projects, from the initial data acquisition and site surveys through final design integrated into a 3D mapping system utilizing AutoCAD Civil 3D. *Our team of civil engineers work in collaboration with municipalities, Directors of Public Works, and City Engineers to design, construct, and maintain public works' infrastructure such as streets; parking lots; pedestrian/bicycle paths; and water, wastewater, and flood/storm water control systems.*

---

### *Our services include:*

- Sanitary Sewer Collection Systems
- Lift Stations
- Infiltration/Inflow (I&I) Studies
- Wastewater Treatment Facilities (WWTF)
- Wastewater Lagoons/Stabilization Ponds
- Water Distribution Systems
- Water Booster/Pressure-Reducing Stations
- Water Storage Reservoirs/Water Towers
- Water Supply Wells
- Water System Analysis
- Storm Sewer Systems
- Storm Water Analysis and Studies
- Storm Water Detention/Retention Ponds
- Storm Water Best Management Practices (BMP's)
- Streets and Associated Infrastructure
- Town Roads/Highways and Infrastructure
- Box Culverts and Culverts
- Parking Lot Facilities
- Recreational Facilities (Parks, Athletic Fields, Tracks, etc.)
- Pedestrian/Bike Trails, Walkways, and Sidewalks
- Site Development/Grading Plans
- Construction Engineering
- Reports - Plan Review & Special Assessments
- CAD/GPS Mapping
- Project/Construction Management & Meetings

## GRANT WRITING/ADMINISTRATION AND FINANCIAL ASSISTANCE

Our team assists clients with grant-writing and financial assistance services for their next project. *We can help alleviate the financial burden that accompanies many municipal projects.*

---

### *Our services include:*

- Community Development Block Grant (CDBG) Writing and Administration
- U.S. Economic Development Administration (EDA) Grant Writing and Administration
- Wisconsin DNR Clean Water Fund (CWF) Applications and Administration
- Wisconsin DNR Safe Drinking Water Loan Program (SDWLP) Applications and Administration
- Wisconsin DNR Recreational Boating Facilities (RBF) Grant Applications and Administration
- USDA-Rural Development Grant and Loan Applications and Administration
- Iowa DNR State Revolving Loan Fund Applications and Administration
- Department of Transportation (DOT) Grant Applications and Administration
- Local Road Improvement Program (LRIP) Grant Applications and Administration
- Transportation Economic Assistance (TEA) Grant Applications and Administration
- Tax Incremental Financing (TIF) District Creations and Amendments

## LAND DEVELOPMENT AND PLANNING

Delta 3 works with clients creating land development plans for underdeveloped commercial, industrial, and residential areas. Plans are designed to meet all permit requirements and are suited to the existing topography. *We work carefully to identify challenges and opportunities, as well as, to create effective long- and short-term plans.*

---

### *Our services include:*

- Industrial Parks
- Business/Commercial Parks
- Residential Subdivisions
- Commercial/Industrial/Institutional Site Development
- Wastewater Treatment Facility Plans
- Wastewater System Plans of Action
- Facility Plans for Commercial/Industrial Businesses
- Utility System Plans
- Capital Improvements Plans
- Long-Range Comprehensive Plans
- Developer Agreements
- CPM/PERT Diagrams

## LAND SURVEYING

Whether you are buying, selling, or developing land, or simply want a property boundary survey completed, our team of surveyors offer a wealth of knowledge and experience in providing a cost-effective survey for our clients. Our surveyors are licensed in the State of Wisconsin.

---

### *Our services include:*

- Property Boundary Surveys
- Topographical/Site Surveys
- Retracement Surveys
- Certified Survey Maps
- Subdivision Plats
- Alta/ASCM Surveys
- As-built Surveys
- Assessor's Plat
- Easements
- Construction Staking
- Soil Investigations

## STRUCTURAL ENGINEERING

Our team of structural engineers provide design services for new commercial, industrial, institutional, or residential structures; public facilities; renovation and rehabilitation of existing structures; and historic properties. We adhere to current building codes and safety standards and integrate such into the functionality of the space. ***Our attention to detail sets us apart.***

---

### ***Our services include:***

- Structural Analysis/ Troubleshooting of Existing Buildings
- Design for Masonry Structures
- Design for Reinforced Concrete Structures
- Design for Steel Structures
- Design for Timber Structures
- Footing/Foundation Design for Structures
- Architectural/Structural Design Drawings and Calculations for submittal to Municipalities and State Agencies.

## ARCHITECTURE

From new and historic institutional and municipal projects to private businesses and apartment buildings, Delta 3 provides innovative, code-compliant, and cost-effective designs tailored to fit our clients' needs. ***Every project is a unique and exciting opportunity!***

---

### ***Our services include:***

- Existing Building Analysis
- Feasibility Studies
- Pre-design Services
- Programming and Space Needs Analysis
- ADA Studies/Code Compliance
- Schematic Design
- Site Planning
- Design Development
- Historic Preservation
- Cost Estimating
- Construction Documents
- Construction Administration
- Bidding
- Rendering/3D Images
- Architectural Design Drawings for Submittal to Municipalities and State Agencies



## HISTORIC PRESERVATION

Our experts believe preserving the past is an essential part of understanding the present. We focus on the details, large and small, that make historic buildings unique and beautiful. We can sensitively integrate modern conveniences into older buildings, while preserving their original character. We enjoy finding solutions and updating underutilized older buildings to improve the vibrancy of the community. ***We believe the beauty of historic structures is in the details, and we focus on preserving and maintaining those details.***

---

### ***Our services include:***

- Existing Building Analysis
- Feasibility Studies
- Programming and Space Needs Analysis
- ADA Studies/ Code compliance
- Historic Preservation Tax Credit documentation
- Rendering/ 3D images

## INTERIOR DESIGN

In collaboration with architecture and building systems, we provide interior design services to complement and finish the building space to meet the client's realization.

---

### ***Our services include:***

- FFE (Furniture, Fixture and Equipment) Coordination and Proposal Presentations
- Millwork Design
- Interior Detailing
- Finish Selection
- Lighting Design and Selection
- Building Systems Coordination
- Specifications
- Programming and Space Needs Analysis
- FFE Installation Supervision
- Quotation and FFE Contracts Coordination
- Quotation and FFE Contracts Coordination
- FFE Vendor Coordination
- Measured Drawings
- Existing FF&E Inventory
- Valuations and Appraisals of Existing FF&E
- Special Studies and Surveys
- Wayfinding: Graphics and Signage Design
- Art Selection and/or Procurement
- Studies Related to Future FFE
- Detailed Cost Estimates
- Detailed Quotation Review
- Receive/Inspect/Accept/Reject FFE
- Post Occupancy Evaluations
- On Site Project Representation
- Rendering/3D Images

## MECHANICAL DESIGN

We provide Heating, Ventilation and Air Conditioning (HVAC) design and layout to meet the specific needs of each client. The design process includes capacity planning and all equipment selection, location, and pipe/duct sizing and routes. *We work closely with the client and code requirements to ensure buildings are safe, healthy, comfortable and energy efficient.*

---

### ***Our services include:***

- Central Air Handling Systems
- Radiant In-Floor Heat Systems
- Ventilation Systems
- Commercial Kitchen Hood Design (Types I and II)
- Mechanical System Design Drawings and Calculations for Submittal to Municipalities and State Agencies

## PLUMBING DESIGN

Our team can plan and design plumbing systems for many different types of buildings, including commercial office and retail buildings, restaurants, breweries, and food processing facilities. We sensitively integrate plumbing systems into older and historic buildings. *Our designs provide clients with reliable hot and cold-water supplies and code compliant storm and waste water systems coordinated in-house with our civil engineering services.*

---

### ***Our services include:***

- Domestic Hot and Cold Water
- Sanitary Waste, Drain and Vent
- Process Waste, Drain and Vent
- Storm and Roof Drainage
- Interceptor Design and Submittal
- Plumbing Design Drawings and Calculations for Submittal to Municipalities and State Agencies.

# LIGHTING DESIGN

Delta 3 offers lighting design for all project types. We recognize the importance of integrating lighting within the overall project design and utilizing cost-effective lighting solutions. ***We specialize in sensitively integrating architecture and lighting, maximizing daylighting, utilizing standard fixtures creatively, and offering solutions specific to the needs of each project.***

---

### ***Our services include:***

- Light fixture selection
- Light calculations
- Street Lighting
- Parking Lot Lighting
- Interior Renderings
- Emergency Egress Lighting

## PROJECT SCOPE STATEMENT/TECHNICAL APPROACH

Civil and municipal engineering, structural engineering, comprehensive planning experience and knowledge, and project management proficiency will be incorporated into the planning, design, layout, analysis, engineering, and project management of the Village of Lone Rock - Village Center Park Project for Richland County. Delta 3 Engineering fully understands the required engineering tasks and scope of services required for the municipal projects of a southwestern Wisconsin community. Our team will offer Richland County first-rate, innovative engineering solutions that satisfy your infrastructure and municipal engineering needs and that are within your budget, while conforming to state and/or federal regulatory code requirements. Our staff will also provide thorough, reliable, and timely engineering services to assist the County in meeting its schedule for Project completion by June 2022. Our engineers have assisted a wide variety of clients and have the experience to handle projects of varying size and complexity. Delta 3 Engineering has sufficient and dedicated staffing available to provide the required engineering services for the County's Project and due to the proximity of many of our other local municipal clients to Lone Rock will be able to complete the final plans, specifications, and bid documents within 60 days of the executed Notice to Proceed from the County Board. The success of the Village of Lone Rock - Village Center Park Project will be a priority for our staff.

Our staff will provide the design, layout, and technical specifications for the buildings' demolition, public sidewalk infrastructure, and open space/park development to account for existing and future development, as well as provide a final layout that reduces future operation and maintenance concerns. Our firm will utilize AutoCad and Civil 3D software for our design services and construction plans' preparation. Our engineers will work closely with the County, Village, and their staffs to incorporate any additional ideas and specific system needs into the Project design. In addition, the professional and trustworthy relationships our engineers have developed with the staff at the Wisconsin Department of Natural Resources (DNR), Department of Transportation (DOT), Department of Administration (DOA), and federal regulatory agencies will benefit your Project's timeline and success.

Furthermore, the engineers at Delta 3 Engineering will sincerely listen to your ideas and specific needs and include them in the project specifications and construction documents of the County's Project. Our staff will devote the necessary time and will prepare complete, accurate, and **detailed-oriented** construction plans, specifications, and bidding documents to be utilized for the construction bidding process. Our intent is to work with you and the residents towards a suitable and beneficial approach. Additionally, Delta 3 Engineering will provide bid process and construction contract administration; construction engineering, staking, observation, and administration; project management and coordination; and Project closeout services.

Our firm will prepare and devote the necessary time to assure complete, accurate, and **detail-oriented** construction plans, specifications, opinions of probable costs, and bidding documents are generated on your behalf for the construction bidding process. Furthermore, our staff will provide the necessary construction engineering, construction administration, project management and coordination, and project closeout services.

Previously, we had the opportunity to meet and discuss the specific project goals and components of the Village of Lone Rock - Village Center Park Project with the Richland Economic Development Director and Village President. Based on the information from those discussions, our familiarity and knowledge of the Project site, Delta 3 Engineering plans to incorporate the following design components into the Village of Lone Rock - Village Center Park Project:

- Building demolition and removal of two (2) existing buildings at 102 E. Union Street.
- Removal of existing concrete and bituminous pavement in the proposed Village Center Park area.
- Six-feet (6') width concrete sidewalk through the proposed Village Center Park area (E. Union Street to E. Liberty Street) and connection to the existing concrete sidewalk on E. Union Street.
- Removal and replacement of the existing concrete sidewalk located between E. Liberty Street and E. Dr. B. Reynolds Street with new six-feet (6') width concrete sidewalk.
- Detectable Warning Fields and Handicap Ramps at each street-end of the new concrete sidewalk.
- Painted crosswalks at the intersections of the proposed sidewalk with E. Liberty Street and E. Pearl Street.
- Site grading and storm water control.
- Landscaping, topsoil, seeding, and mulching to develop an open green space/park area at the proposed Village Center Park site.
- Grading, landscaping, topsoil, seeding, and mulching for the disturbed areas of the proposed sidewalk installation.

Our firm utilizes one Project Engineer/Manager for each Project. The Project Engineer/Manager will be solely in charge of the engineering and project management responsibilities for each Project and the **one point of contact** for the County, Village, and their staffs. With the necessary expertise and experience in both municipal engineering and grant administration and by using only one Project Engineer on a specific Project, unnecessary project communication errors between engineers, the client, County personnel, Village personnel, the grant administrator, businesses, and Village residents are eliminated. The "one Project Engineer" concept has proven extremely effective and successful in our past experiences with other municipal projects.

Communication and public relations are just as important as the technical aspects of municipal projects. Our Project Engineer/Manager will commit the necessary communication skills throughout the course of your Project in order to keep all affected parties informed of the Project components and schedules. Our staff is committed to providing the quality, professional services and thorough communication skills necessary to ensure a successful project and positive outcome for the County, Village, its businesses, and its residents. Delta 3 Engineering will work closely with you to tailor an appropriate and constructive approach in performing the scope of services required for your Project and as described in the "Request for Proposals".



# PROJECT WORK PLAN – VILLAGE OF LONE ROCK - VILLAGE CENTER PARK PROJECT

Delta 3 Engineering will provide the following scope of services as required for the Village of Lone Rock - Village Center Park Project to be completed at 102 E. Union Street and adjacent to Commercial, E. Union, and E. Liberty Streets in the Village of Lone Rock, WI. Our staff will work closely with the County and Village to provide exceptional municipal engineering and design; structural engineering; construction engineering; extensive coordination and communication; and project management services in performing the following Scope of Services:

## 1. Design Phase: (completion within 60 days of Notice to Proceed)

- Meet with the Village Director of Public Works and Richland Economic Development Director for a Project Scope Meeting and to obtain prior plans, maps, and applicable documents related to the proposed Project. *(one each)*
- Consult with the Director of Public Works for specific design needs.
- Perform right-of-way research, initial topographic surveying, and data collection.
- Review Environmental Assessment materials for state and federal environmental regulatory compliance.
- Prepare preliminary design, layout, and plans for the buildings' demolition, public sidewalk infrastructure, and open space/park development.
- Provide coordination with corresponding utilities on the Project site.
- Meet and consult with the Director of Public Works for review of preliminary design and plans and for final design needs. *(one each)*
- Prepare final design and layout for the buildings' demolition, public sidewalk infrastructure, and open space/park development.
- Determine probable construction sequencing and construction phasing constraints.
- Prepare estimate of quantities and estimated opinion of probable construction costs.
- Meet with the Director of Public Works and Richland Economic Development Director for review of final design, plans, and estimated opinion of probable construction costs. *(one each)*
- Meet with the County Board and/or Village Board for review and approval of final design, plans, and estimated opinion of probable construction costs. *(one each)*
- Prepare final, **detail-oriented** construction plans, specifications, and bidding documents.
- Prepare easement descriptions and exhibits (if applicable).
- Prepare and submit applicable construction permits.

## 2. Bid Process Phase:

- Provide Advertisement for Bids.
- Distribute bidding documents to prospective bidders and utility companies.
- Provide bid process administration, including the handling of Project questions and issuing Addenda (if necessary).
- Attend and Conduct the Bid Opening. *(one each)*
- Review construction bids and provide Recommendation of Award of bids.
- Meet with the County Board and/or Village Board for award of construction bids. *(one each)*
- Provide construction contract administration/processing.

## 3. Construction Phase:



- Conduct the Pre-Construction Conference. *(one each)*
- Provide all construction staking services for the buildings' demolition, public sidewalk infrastructure, and open space/park development components of the Project.
- Review contractor construction submittals for approval.
- Provide responses to Requests for Information (RFI) from contractor.
- Provide construction observation services and site visits (**approximately 20 hrs./wk.**) as required by the County for the Project to be correctly completed according to the plans and specifications.
- Provide construction administration and verify contractor's compliance of CDBG program requirements.
- Analyze contractor pay applications; verify quantities; and review contractor change orders (if necessary) for approval.
- Provide Project progress reports.
- Attend required Project Progress meetings with the County Board and/or Village Board. *(two each)*
- Prepare construction punch lists for substantial and final completion of the Project.
- Provide overall Project Management and coordination with County staff, Village staff, and the grant administrator, including the handling of Project questions and concerns.
- Meet with the County Board and/or Village Board for Project Closeout. *(one each)*
- Provide "Construction Records" Documents (As-Builts) showing appropriate record information based on the Project-annotated record plans received from the contractor.
- Provide Project closeout services.
- Provide Mapping services with Computer-Aided Drafting (CAD) and coordinate with Village mapping.

## QUALIFICATIONS/EXPERIENCE – MUNICIPAL PROJECTS

At Delta 3 Engineering, Inc., maintaining our client relationships is paramount to the success of any project. Our firm's unprecedented serviceability is evidenced in the success of our clients' past Projects, from initial surveying through the design and construction process to project closeout. Our dependable staff will allocate the necessary time for complete, accurate, and detail-oriented construction documents. The detailed construction documents clarify the construction tasks to be performed by the contractor and have proven to result in lower construction bids for our clients. The lower construction bids undoubtedly benefit our clients' project budgets.

Delta 3 Engineering, Inc. has completed many municipal infrastructure projects for **over 60** communities in Wisconsin and Iowa. Our firm has performed its professional services for sanitary sewer collection, sanitary lift station, wastewater treatment, water supply, water distribution, water treatment, stormwater control and treatment, road and street infrastructure, sidewalk/walkways, and pedestrian/bike trail projects specifically similar to the municipal infrastructure that serve Richland County and the Village of Lone Rock. Following is a brief list of some of the more recent similar municipal infrastructure projects in which members of our staff have provided unmatched civil and municipal engineering; design; construction engineering; extensive coordination and communication; and project management services.

### **A) Madison Street & E. Lucy Street Reconstruction:**

- a. Reference Contact:** **City of Darlington**  
**Mr. Jeremy Williams – Director of Public Works**  
627 Main Street, P.O. Box 207  
Darlington, WI 53530  
(608) 482-3431  
jeremy.williams@cityofdarlingtonwi.org
- b. Description:** Sanitary sewer and water systems' replacement; storm water system replacement/additions; street reconstruction; and sidewalk replacement.
- c. Engineer's Estimate:** **\$687,275**
- d. Bid Price:** **\$591,842.50**
- e. Role of Key Personnel:** **Bart Nies, P.E.**  
Preliminary and final design; specifications; cost estimating; grant writing; meeting preparation and attendance; bid process and contract administration; grant administration; construction observation; construction administration; overall project management; and project closeout services.
- Mark Doyle, E.I.T.**  
Preliminary and final design; cost estimating; specifications; permit applications; construction staking; construction observation; construction management; and quantities' verification services.

**B) 2020 Infrastructure Improvements – Pine Street:**



**a. *Reference Contact:* City of Mineral Point**

**Mr. Todd Doney - Street Superintendent**

137 High Street, Suite 1

Mineral Point, WI 53565

(608) 987-2361

cityclerk@cityofmineralpoint.com

**b. *Description:*** Sanitary sewer replacement; water system replacement; storm water system replacement and additions; street reconstruction; sidewalk replacement; and intersection improvements.

**c. *Engineer's Estimate:* \$370,720**

**d. *Bid Price:* \$319,578.00**

**e. *Role of Key Personnel:* *Bart Nies, P.E.***

Preliminary and final design; cost estimating; meeting preparation and attendance; construction observation; construction administration; overall project management; and project closeout services.

***Mark Digman, P.E.***

Preliminary and final design; cost estimating; specifications; permit applications; bid process and contract administration; construction staking; construction observation; construction management; and quantities' verification services.

**C) Cardinal Way Subdivision:**

**a. *Reference Contact:* Village of Ridgeway**

**Mr. Jon Steen – Village President**

113 Dougherty Court

Ridgeway, WI 53582

(608) 343-4504

president@villageofridgeway.com

**b. *Description:*** New residential subdivision; new sanitary sewer and water systems; storm water system additions; new private utilities; street construction; sidewalk installation; and turning lane/ intersection improvements.

**c. *Engineer's Estimate:* \$453,580**

**d. *Bid Price:* \$343,604.75**



**e. Role of Key Personnel: Bart Nies, P.E.**

Preliminary and final design; specifications; cost estimating; meeting preparation and attendance; bid process and contract administration; construction observation; construction administration; overall project management; and project closeout services.

**Mark Doyle, E.I.T.**

Preliminary and final design; cost estimating; specifications; permit applications; construction observation; meeting preparation and attendance; construction management; and quantities' verification services.

**D) Infrastructure Improvements – Prospect Street & Isabell Court:**

**a. Reference Contact:**

**Village of Highland**

**Mr. Tom Hebggen – Director of Public Works**

530 Main Street

Highland, WI 53543

(608) 929-7781

thebggen@villageofhighland.net

**b. Description:**

Sanitary sewer replacement; water system replacement; storm water system replacement and additions; street reconstruction; and intersection improvements.

**c. Engineer's Estimate:**

**\$774,375**



**d. Bid Price: \$715,402**

**e. Role of Key Personnel: Bart Nies, P.E.**

Preliminary and final design; specifications; cost estimating; meeting preparation and attendance; bid process and contract administration; construction observation; construction administration; overall project management; and project closeout services.

**Mark Doyle, E.I.T.**

Preliminary and final design; cost estimating; specifications; permit applications; construction staking; construction observation; meeting preparation and attendance; construction management; and quantities'

verification services.

**E) 2019 Street Reconstruction – Francis Street:**

**a. Reference Contact:** **City of Shullsburg**  
**Ms. Marsha Einsweiler – City Clerk**  
190 North Judgement Street  
Shullsburg, WI 53586  
(608) 965-4424  
m.einsweiler@cityofshullsburg.org

**b. Description:** Sanitary sewer replacement; water system replacement; storm water system replacement and additions; and street reconstruction; and intersection improvements.

**c. Engineer’s Estimate:** **\$375,000**

**d. Bid Price:** **\$370,549**

**e. Role of Key Personnel:** **Bart Nies, P.E.**  
Preliminary and final design; specifications; cost estimating; meeting preparation and attendance; bid process and contract administration; construction observation; construction administration; overall project management; and project closeout services.



**Mark Doyle, E.I.T.**  
Preliminary and final design; cost estimating; specifications; permit applications; construction staking; construction observation; construction management; and quantities' verification services.

**F) 2016 Infrastructure Improvements:**

**a. Reference Contact:** **Village of Viola**  
**Mr. Jeff Liska – Director of Public Works**  
106 W. Wisconsin Street  
Viola, WI 54664  
(608) 627-1831  
snowpissesmeoff@gmail.com



**b. Description:** Sanitary sewer replacement; water system replacement; storm water system replacement and additions; complete street reconstruction; sidewalk replacement and extensions; and intersection improvements.

**c. Engineer's Estimate:** **\$2,878,600**

**d. Bid Price:** **\$2,771,927.50**

**e. Role of Key Personnel:** **Mark Digman, P.E.**  
Preliminary and final design; specifications; cost estimating; meeting preparation; bid process and contract administration; construction administration; overall project management; and project closeout services.

**Jordan Fure, E.I.T.**

Preliminary and final design; specifications; cost estimating; meeting preparation and attendance; bid process and contract administration; construction observation; construction administration; and project closeout services.

**G) East State Street - Infrastructure Improvements and Lift Station Replacement:**



**a. Reference Contact:** **City of Westby**

**Mr. Ron Janzen – Director of Public Works**

200 N. Main Street

Westby, WI 54667

(608) 634-3036

rjanzen@cityofwestby.org

**b. Description:** Reconstruction of East State Street and Lift Station Replacement. Project included sanitary sewer system and force main replacement; water system replacement; storm water system replacement and additions; street reconstruction; sidewalk replacement; and intersection improvements.

**c. Engineer's Estimate:** **\$425,000**

**d. Bid Price:** **\$421,895**

**e. Role of Key Personnel:** **Bart Nies, P.E.**  
Preliminary and final design; specifications; cost estimating; meeting preparation and attendance; bid process and contract administration; construction observation; construction administration; overall project management; and project closeout services.

**Mark Digman, P.E.**



Preliminary and final design; cost estimating; specifications; permit applications; construction staking; construction observation; meeting preparation and attendance; construction management; and quantities' verification services.

# QUALIFICATIONS/EXPERIENCE – SIMILAR GRANT FUNDED/CDBG PROJECTS

Delta 3 Engineering has successfully provided engineering and grant writing and administration services for many municipal infrastructure projects in Wisconsin and Iowa. In fact, our firm has helped communities in Southwest Wisconsin receive over **\$20 million** in grant funding for their Municipal Projects over just the past two (2) years!

Following is a brief list of some of the more recent funded municipal infrastructure projects, in which members of our staff have provided unparalleled civil and municipal engineering; design; grant writing and administration; construction engineering; comprehensive coordination and communication; and project management services.



## **Village of Avoca, WI – Flood Water/Storm Water Control Improvements**

- Construction of an earthen berm and storm water control improvements on the West side of the Village for flood-protection from Morrey Creek

## **Village of Avoca, WI – North First Street Reconstruction**

- Storm water control improvements and associated street reconstruction on North First Street

## **Village of Avoca, WI – Lift Station Rehabilitation**

- Replace and upgrade the existing lift station located on Wisconsin Street
- \$1,700,000 Community Development Block Grant for Emergency Assistance Program (CDBG-EAP)

## **Village of Cassville, WI – 2020 Infrastructure Improvements**

- Replacement of the water distribution and sanitary sewer system; installation of a storm water collection system; and street infrastructure and sidewalk replacement on Bluff Street and Frederick Street
- \$1,000,000 Community Development Block Grant for Public Facilities (CDBG-PF)
- \$321,200 WDNR Safe Drinking Water Program Grant
- \$392,600 WDNR Safe Drinking Water Program Loan
- 100% Project Funding!



**City of Shullsburg, WI – Infrastructure Improvements – Shullsburg Business Park**

- Street construction; sanitary sewer collection, lift station, sanitary force main, and water system construction; installation of a storm water collection system and storm water management pond for creation of a Business Park;
- S.T.H. ‘11’ acceleration and deceleration lanes – coordinated with the Wisconsin DOT
- \$133,500 Community Development Block Grant - Public Facilities for Economic Development (CDBG-PFED);
- \$185,000 Transportation Economic Assistance (TEA) Grant from the Wisconsin DOT

**City of Mineral Point, WI – Business Park and Interceptor Sewer Improvements**

- Sanitary sewer collection system extensions; water distribution and storm sewer extensions; and street reconstruction in the Business Park; and replacement/rehabilitation of existing sanitary sewer interceptor facilities;
- \$960,000 Economic Development Administration (EDA) Grant from the U.S. Department of Commerce
- 75% Project Funding!



**Village of Muscodia, WI – Second Street Infrastructure Improvements**

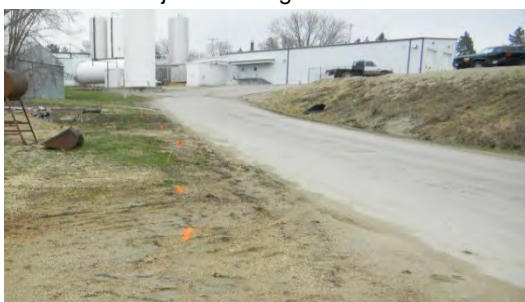
- Installation of a storm sewer collection system; street reconstruction; and sanitary sewer collection and water distribution system replacement on Second Street, Division St., River Rd., and Third St.

- \$1,000,000 Community Development Block Grant for Emergency Assistance Program (CDBG-EAP)
- 100% Project Funding!



**Village of Lone Rock, WI – Water System Improvements**

- Replacement of the water distribution system; sanitary sewer rehabilitation; and street infrastructure and sidewalk replacement on Liberty St., County Line Rd., Richland St., Maple St., Chestnut St., and an Alley
- \$725,000 Community Development Block Grant for Public Facilities (CDBG-PF)
- \$277,764 WDNR Safe Drinking Water Program Grant
- \$185,175 WDNR Safe Drinking Water Program Loan
- 100% Project Funding!



**Wiota Sanitary District No. 1, WI - 2015 Water System Improvements**

- Replacement and extension of the existing water distribution system facilities and street reconstruction;
- \$270,000 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$90,000 Wisconsin DNR Safe Drinking Water Program Grant
- 55% Project Funding!





### Village of Livingston, WI - County Trunk Highway 'E' Infrastructure Improvements

- \$500,000 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$328,000 Grant County Highway Funding Allocation;
- \$270,000 TIF District Funding
- Replacement of the water distribution system and street infrastructure; sanitary sewer system and street infrastructure; sanitary sewer system rehabilitation; installation of a storm water collection system; and bicycle lane facilities and sidewalk replacement on County Trunk Highway 'E'
- \$75% Project Funding!

### Village of Cassville, WI – Boat Landing Improvements

- Replacement of a two-ramp system with three concrete boat ramps; rip-rap installation for shoreline stabilization; installation of two concrete boat landing pads with pivot ramps; and installation of a handicap-accessible fishing pier at the Cassville Public Boat Landing in Riverside Park;
- \$69,180 Wisconsin DNR Recreational Boating Facilities (RBF) Grant



### Village of Muscodia, WI – Municipal Well #4

- Construction of a new 1,050 gal./min. water supply well and associated well house with on-site generator
- Replacement of the water distribution and sanitary sewer system; installation of a storm water collection system; and street infrastructure and sidewalk replacement on Maple St., Second St., and Alley
- \$876,000 Community Development Block Grant for Public Facilities (CDBG-PF)
- \$348,180 WDNR Safe Drinking Water Program Grant
- \$232,120 WDNR Safe Drinking Water Program Loan
- 100% Project Funding!

S

- Preparation of an Engineering Report; replacement of two sanitary sewer interceptors and sanitary sewer collection system components; installation of a duplex lift station; and construction of a three-cell Wastewater Treatment Lagoon Facility;
- \$186,000 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$400,000 grant and \$600,000 in low-interest loan funding from USDA-Rural Development
- 100% Project Funding!



**Village of Eastman, WI – Water System Improvements**

- Construction of a new elevated water reservoir; existing well and well controls modifications; and water main replacement;
- \$440,000 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$592,800 Wisconsin DNR Safe Drinking Water Program Grant
- 75% Project Funding!

**Village of Patch Grove, WI - State Trunk Highway '35/'133' (Main Street) Water System Improvements**

- \$138,850 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$8,467 Local Roads Improvement Program (LRIP) Grant from the Wisconsin Department of Transportation (DOT)
- Replacement of existing water distribution system facilities and highway pavement structure replacement on State Trunk Highway '35/'133' (Main Street)
- 60% Project Funding!

**Village of Mount Hope, WI - County Trunk Highway 'JJ' Infrastructure Improvements**

- \$328,375 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$233,637 Wisconsin DNR Safe Drinking Water Program Grant;
- \$8,467 Local Roads Improvement Program (LRIP) Grant from the Wisconsin Department of Transportation (DOT);
- Sanitary sewer and water system replacement, installation/replacement of a storm sewer collection system, and complete street and sidewalk reconstruction on County Trunk Highway 'JJ' & County Trunk Highway 'J'
- 90% Project Funding!







**Village of Avoca, WI - Water System and Street Improvements**

- \$305,200 Community Development Block Grant for Public Facilities (CDBG-PF);
- \$233,637 Wisconsin DNR Safe Drinking Water Program Grant;
- \$90,000 TIF District Funding
- Replacement of the existing water distribution system facilities; and street infrastructure; and storm water collection and infiltration systems installed to provide storm water control on Third Street, Fourth Street, and Fifth Street
- 90% Project Funding!

**Village of Cashton, WI - Cashton Greens Business Park**

- \$506,000 Community Development Block Grant Public Facilities (CDBG-PF)
- \$1,400,000 Transportation Economic Assistance (TEA) Grant from the Wisconsin DOT
- Infrastructure expansion including construction of new water main, new sanitary sewer, storm sewer management, and a multi modal path and reconstruction of Highway 27 intersection.
- 90% Project Funding!



**City of Westby, WI – E. State Street & Vernon Street**

- \$500,000 Community Development Block Grant Public Facilities (CDBG-PF)
- \$469,197 Wisconsin DNR Safe Drinking Water Program Grant/Loan
- Sanitary sewer and water system replacement, installation/replacement of a storm sewer collection system, and complete street and sidewalk reconstruction
- 100% Project Funding!



# OTHER PROFESSIONAL/OWNER REFERENCES

**A) 2019 Infrastructure Improvements:**

- a. Reference Contact:** **Village of Ridgeway**  
**Mr. Jon Steen – Village President**  
113 Dougherty Court  
Ridgeway, WI 53582  
(608) 343-4504  
president@villageofridgeway.com
  
- b. Description:** Sanitary sewer replacement; water system replacement; storm water system replacement and additions; street reconstruction; sidewalk replacement; utilities' coordination; and intersection improvements on Farwell Street, Weaver Street, North Street, South Street, and Level Street.
  
- c. Engineer's Estimate:** **\$1,300,000**
  
- d. Construction Bid:** **\$1,159,869**
  
- e. Final Construction Cost:** **\$1,157,250**

**B) Business Park and Interceptor Sewer Improvements:**

- a. Reference Contact:** **City of Mineral Point**  
**Mr. Jason Basting - Mayor**  
137 High Street, Suite 1  
Mineral Point, WI 53565  
(608) 574-6284  
mpmayor@cityofmineralpoint.com
  
- b. Description:** Utility and street extensions within the City's Business Park and replacement and rehabilitation of the existing sanitary sewer interceptor facilities. Obtained an Economic Development Administration (EDA) Grant from the U.S. Department of Commerce for the Project. Project included: water distribution and storm sewer extensions; sanitary sewer collection system extensions; and street reconstruction in the Business Park; and replacement/rehabilitation of existing sanitary sewer interceptor facilities from the Business Park to the Wastewater Treatment Facility.

- c. **Engineer's Estimate:**     **\$1,070,000**
- d. **Construction Bid:**       **\$949,893**
- e. **Final Construction Cost:** **\$943,013**

**C) Second Street & Elm Street – Infrastructure Improvements:**

- a. **Reference Contact:**       **Village of Muscoda**  
**Mr. Troy Wardell – Street and Utilities' Superintendent**  
206 North Wisconsin Avenue  
Muscoda, WI 53573  
(608) 739-2051  
twardell@wppienergy.org
  
- b. **Description:**               Obtained Community Development Block Grant for Emergency Assistance Program (CDBG-EAP) for installation of a storm sewer collection system; street reconstruction; and sanitary sewer collection, sanitary force main, and water distribution system replacement on Second Street, Elm Street, Division Street, River Road, and Third Street.
  
- c. **Engineer's Estimate:**     **\$1,400,000**
- d. **Construction Bid:**       **\$1,184,867**
- e. **Final Construction Cost:** **\$1,178,553**

**D) Proposed Infrastructure Improvements – County Trunk Highway ‘E’:**

**a. Reference Contact:** *Village of Livingston*  
**Mr. Gary Stuckey – Director of Public Works**  
220 W. Barber Ave.  
Livingston, WI 53554  
(608) 943-6195  
livin@yousq.net

**b. Description:** Street reconstruction and widening; installation of a bike lane; sidewalk replacement and installation; sanitary sewer and water systems’ replacement; and installation of a storm sewer collection system on County Trunk Highway ‘E’.



**c. Engineer’s Estimate:**  
**\$1,418,000**

**d. Construction Bid:**  
**\$1,287,375**

**e. Final Construction Cost:**  
**\$1,244,341**

**E) Proposed Water System and Street Improvements:**

**a. Reference Contact:** *Village of Avoca*  
**Ms. Janet Perkins – Village President**  
401 Wisconsin Street  
Avoca, WI 53506  
(608) 532-6831  
vilavoca@mhtc.net

**b. Description:** Reconstruction of the Village of Avoca’s downtown area including portions of Third, Fourth, and Fifth Streets; water system and sanitary sewer system replacement; storm water infiltration basins; storm water controls; and street reconstruction.

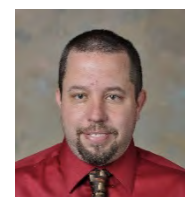
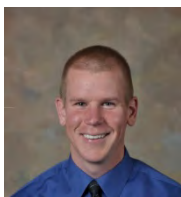
**c. Engineer’s Estimate:** **\$775,000**

**d. Construction Bid:** **\$556,138**

e. *Final Construction Cost: \$533,227.46*

## EXPERIENCE/QUALIFICATIONS – KEY STAFF

Our team will offer Richland County first-rate, innovative engineering solutions that satisfy your municipal infrastructure needs of the Village of Lone Rock - Village Center Park Project and that are within your budget, while conforming to state and/or federal regulatory code requirements. Our engineers have assisted a wide variety of clients and have the experience to handle projects of varying size and complexity. Delta 3 Engineering has sufficient and dedicated staffing available to provide the required engineering services for the County's Project and will be able to complete the final plans, specifications, and bid documents within 60 days of the executed Notice to Proceed from the County Board. The success of the Village of Lone Rock - Village Center Park Project will be a priority for our staff. The following Project Team members of Delta 3 Engineering will be assigned to your Village of Lone Rock - Village Center Park Project.

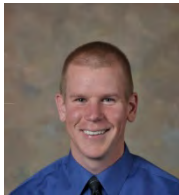




**Bart Nies, P.E.**

*Principal/Professional Engineer/Project Manager*

Bart will be the point of contact for Richland County and the Village of Lone Rock and will coordinate all Engineer services. He will work closely with the County and Village's staff, grant administrator, funding organizations, and the community as needed throughout the comprehensive planning, preliminary design, final design and engineering, and construction phases of the proposed municipal project. Bart will coordinate the preliminary and final design solutions, plan preparation, bidding, and construction observation; provide consultations; and lead the overall project management. He will attend the bid opening, prepare and submit tabulation of bids, and make a recommendation of construction contract award. He has more than 27 years of experience navigating various requirements; working with Community Development Block Grant (CDBG) programs and federal and state agencies; and working with **over 50** communities in southwest Wisconsin and northeast Iowa on countless municipal projects.



**Mark Digman, P.E.**

*Professional Engineer /Project Manager*

Mark will lead the design of the municipal infrastructure improvements and also be responsible for storm water management design and plans; soil investigations, if applicable; and quality control review of plans, specifications, and bid packages. He will work closely with the County and Village staff and its residents and businesses as needed throughout the preliminary design, final design and engineering, and construction phases of the proposed municipal project. He has worked on numerous projects with many municipalities and contractors throughout southwest Wisconsin and has more than 15 years of experience as a Civil/Municipal Engineer and Project Manager.





**Mark Doyle, E.I.T**

*Project Engineer II*

Mark will perform preliminary and final design and layout of the municipal infrastructure improvements and also be responsible for preparation of opinions of probable costs; completion of specifications and bid packages; preparation of all required permits; reviewing and approving construction submittals; project and construction scheduling; quantities' and contractor pay application verification; recommendation of contractor payments; construction observation; construction close out; and project close out. He will work closely with the County and Village staff and its residents and businesses as needed throughout the preliminary design, final design and engineering, and construction phases of the proposed municipal project. He has worked on numerous projects with various municipalities and contractors throughout southwest Wisconsin and has more than 17 years of experience as a Civil/Municipal Engineer.



**Stan King, P.L.S.**

*Professional Land Surveyor/Senior Designer*

Stan has over 44 years of experience in boundary and topographic surveying, site design/layout, right-of-way delineation, flood zone mapping/delineation, municipal design, and construction staking. He will be responsible for property research, surveying, right-of-way mapping/delineation, easement descriptions (if applicable), and construction staking services for the proposed municipal project. His vast knowledge in surveying, design, construction, and management of site and infrastructure improvement projects is a critical part of our team's success.



**Chad Coyier**

*CAD Operator - Senior*

Chad has over 20 years of Computer-Aided Drafting (CAD) experience and will serve as the lead CAD drafter for the proposed municipal project. He will be responsible for the preparation of construction plans, exhibit maps, Construction Record Drawings (As-builts), and Village mapping upgrades. His preparation of detail-oriented plans minimizes project uncertainties for the contractor; therefore, resulting in lower construction bids. He has worked with this Project Team on an abundant of municipal projects throughout Wisconsin and Iowa over the course of his dedicated career.

## FAMILIARITY/KNOWLEDGE OF COMMUNITY

Familiarity and local knowledge are both essential components of a successful project. The staff at Delta 3 Engineering provides a strong local presence and over 40 years of local project experience and knowledge in delivering quality engineering services for many communities in southwestern Wisconsin. Our staff live in the small communities of southwestern Wisconsin and northeast Iowa and have been raised with the rural community values that characterize the tri-state area. Located in the City of Platteville, Delta 3 Engineering understands the needs and daily requirements of fellow small businesses and residents in Richland County and the Village of Lone Rock and is committed to providing the quality, professional services and thorough communication skills necessary to ensure a successful project and positive outcome for the County, Village, its businesses, and its residents. These businesses, institutions, and residents are not only neighbors, but daily associates, and fellow volunteers in community events and service groups.

Delta 3 Engineering is also very familiar with the Village of Lone Rock - Village Center Park Project. Previously, we had the opportunity to discuss the specific goals of the Village and the scope of services for the Project with the Richland Economic Development Director and Village President. In fact, our firm prepared the preliminary mapping and estimated opinion of probable costs for the Project. Our engineers are very familiar with the municipal and utilities' infrastructure, economic development, and funding needs of the Village. In addition, the engineers at Delta 3 Engineering are very familiar with the Village Board and staff, having worked hand-in-hand with them on several projects currently and in the past.

Delta 3 Engineering continues to provide quality services to local private and municipal clients, including the Village of Lone Rock. Some of the past and current projects successfully completed within the Village include:

- ▶ Water System and Street Improvements – Phase II
- ▶ Sanitary Sewer System Infiltration & Inflow Study
- ▶ Wastewater Treatment Facility – Permit Compliance
- ▶ Sanitary Sewer Lift Station Building Repairs/Upgrade
- ▶ Water System and Street Improvements – Phase I
- ▶ Mill Street Reconstruction



The local knowledge and experience of our project team members, as well as the familiarity between our Engineers and the Village, will be direct benefits for Richland County, resulting in successful and cost-effective project solutions that your citizens deserve.



# PROFESSIONAL SERVICES' FEES

1. <i>Topographical Surveying/Data Collection</i>	= \$ 4,750.00
2. <i>Design/Plans/Specifications/Bid Documents</i>	= \$ 17,150.00
3. <i>Meetings</i>	= \$ 2,050.00
o Staff design meetings – three (3) each	
o County and/or Village Board meeting – one (1) each	
o Bid Opening – one (1) each	
o Construction Bids' Award meeting – one (1) each	
4. <i>Bid Process/Construction Contract Administration</i>	= \$ 1,000.00
5. <i>Construction Staking</i>	= \$ 3,900.00
6. <i>Construction Administration/Observation</i>	= \$ 17,600.00*
o Preconstruction Conference – one (1) each	
o County and/or Village Board Progress meetings – three (3) each	
o Construction Observation – Estimated Hours = 120	

---

**Total = \$46,450.00**

\* **NOTE:** Assumes six (6) weeks of construction for construction observation in 2021/2022.

\$ 95.00/hr. - Hourly charge for additional construction observation services, if necessary.

\*\***NOTE:** All submittal fees, if any, are the responsibility of the Owner.

## PROFESSIONAL SERVICES' RATES

Delta 3 Engineering will typically provide an engineering contract for each separate Project for its clients. Our engineering contract will contain a “**Cost-Not-To-Exceed**” fee to provide our engineering services for the applicable scope of work of each individual Project. This method will allow the County to plan and budget for both the engineering fees and estimated construction costs for its Project.

Delta 3 Engineering allocates fees based on the following current hourly charge-out rates for the personnel assigned to the Project. The hourly rates shown below include all of the services (including travel, meal, postage, copies, etc. expenses) that Delta 3 Engineering would provide to Richland County, excluding Project-specific permit fees.

<b>Employee Classification</b>	<b>Current Rate</b>
Principal/Professional Engineer	\$130.00/hour
Professional Engineer I	\$110.00/hour
Engineer II	\$95.00/hour
Engineer III	\$85.00/hour
Professional Land Surveyor/Senior Designer	\$95.00/hour
Project Manager	\$90.00/hour
Surveyor I	\$75.00/hour
Civil Eng. Technician I	\$75.00/hour
Civil Eng. Technician II	\$65.00/hour
Civil Eng. Technician III	\$58.00/hour
CAD Operator – Senior	\$75.00/hour
Administration	\$47.00/hour

# SERVICES AUTHORIZED BY:

**OWNER**

**DELTA 3 ENGINEERING, INC.**

Printed Name: \_\_\_\_\_

Printed Name: Bart Nies, P.E.

Title: \_\_\_\_\_

Title: Owner/Vice-President

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 5/14/2021

Delta 3 Engineering would like to truly thank Richland County for the opportunity to provide this Engineering Services Proposal for the Village of Lone Rock - Village Center Park Project. We appreciated the opportunity to meet and discuss the specific goals of the Village, components of the scope of services, and the Request for Proposals with the Director of Public Works, Village President, and Richland Economic Development Director. We certainly look forward to the possibility of working with the County and its Economic Development Office on the upcoming Village of Lone Rock - Village Center Park Project.

## APPENDIX A

# **Resumes/Profiles – Key Personnel**





*Bart Nies, P.E.*

## **Principal / Project Manager-Engineer**

### **Education**

BS Bachelor of Science – Civil Engineering w/  
Mathematics Minor  
1996 University of Wisconsin-Platteville (UWP)

### **Experience**

2003- Delta 3 Engineering  
1994-03 Blackhawk Engineering, Platteville, WI

### **Registration/Certification**

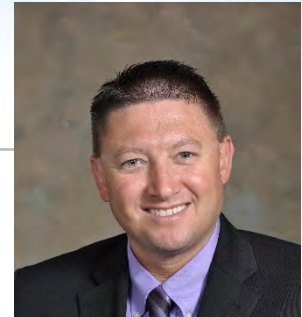
Registered Professional Engineer:  
2001 Wisconsin  
2002 Iowa

### **Memberships/Organizations**

ASCE American Society of Civil Engineers - WI  
AWWA American Water Works Association  
PYB Platteville Youth Basketball - President  
SWWO Southwest Wisconsin Water Operators  
WRWA Wisconsin Rural Water Association  
- Society of Water Professionals  
WWOA Wisconsin Wastewater Operators Association  
Southwest Technical College (SWTC) Advisory Board  
UWP Engineering/Math/Science Advisory Board

### **Relevant Experience**

Industrial Park/TIF District Expansion – Darlington, WI  
WWTF Upgrade & Wastewater System - Cassville, WI  
Downtown/Main Street Reconstruction – Platteville, WI  
Industrial Park/TIF District Expansion – Westby, WI  
Business Park Expansion & Sanitary Sewer/Lift Station  
Improvements – Mineral Point, WI  
Flood Control Improvements – Avoca, WI  
Sanitary Sewer System Improvements – Kieler, WI  
Reservoir & Well Improvements – Chaseburg, WI  
Streets & Utilities' Infrastructure Imp. – Livingston, WI  
Sanitary Sewer Improvements – Lancaster, WI  
Street/Utilities'/Stormwater Control – Muscoda, WI  
Water System/Street Reconstruction - Lone Rock, WI



Bart is founder, co-owner, and Vice-President of Delta 3 Engineering. He is a professional civil engineer that practices in the areas of municipal, wastewater, water, storm water, transportation, and construction engineering; capital improvements and facilities' planning; and land development. Bart also is responsible for providing grant writing, application, and administration services for the firm's municipal projects. He has completed professional engineering development hours in Energy Efficiency in Water and Wastewater Systems, WINSLAMM, Storm Water Detention Basin Design, Wastewater Treatment, and Engineering Ethics.

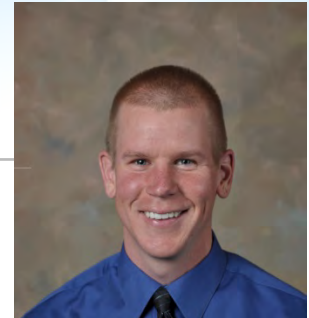
His professional responsibilities have included planning; grant writing and application services; preliminary and final design and layout; cost estimating; construction plans' and specifications' preparation; permit processing; bid process administration; overall project management; meeting attendance; construction engineering services, including construction staking, management, and observation; municipal plan review; and grant funding administration for many municipal infrastructure improvement projects.

Bart has performed these services for industrial park projects; wastewater system projects; water system projects; storm water system projects; street infrastructure projects; Safe Routes to School trail/path projects; recreational facilities' projects; and commercial site development projects for numerous municipalities throughout Wisconsin and Iowa.

He currently resides in Platteville along with his wife, Jolene and three children, Braden, Josie, and Camryn.



*Mark Digman, P.E.*



## **Civil/Municipal Engineer**

### **Education**

BS Bachelor of Science – Civil Engineering  
2007 University of Wisconsin-Platteville (UWP)

### **Experience**

2006- Delta 3 Engineering  
2004-06 Austin Engineering, Lancaster, WI

### **Registration/Certification**

Registered Professional Engineer:  
2012 Wisconsin

### **Relevant Experience**

- Site Design/Layout
- Sanitary Collection System Design
- Water Source and Distribution Design
- Storm Water Management
- Storm Sewer System Design
- State, County, and Local Road Design
- Flood Plain Studies
- Site/Topographical Surveys
- Contracted Construction Staking
- Easement Acquisition
- Project Surveyor

Mark is a shareholder of Delta 3 Engineering. He is a professional civil engineer that practices in the areas of municipal, construction, and transportation engineering; capital improvements and facilities' planning; and land development. Mark also is responsible for providing grant writing and application services for the firm's municipal projects. He has completed professional engineering development hours in Public Works Construction Inspection Skills, Water System Design, and Engineering Ethics.

His professional responsibilities have included planning; topographical surveying; preliminary and final design and layout; cost estimating; construction plans' and specifications' preparation; permit processing; bid process administration; overall project management; meeting attendance; and construction engineering services, including construction staking, management, and observation for infrastructure improvement projects; grant writing and application services; municipal plan review; and grant funding administration for many municipal infrastructure improvement projects.

Mark has performed these services for industrial parks; sanitary sewer collection system projects; water distribution projects; storm water system projects; street infrastructure projects; site development projects; recreational facilities' projects; and commercial site development projects for numerous municipalities throughout Wisconsin and Iowa.

He currently resides in Platteville along with his wife, Colleena and three children, Derek, Brody, and Braelyn.



*Mark Doyle, E.I.T.*

## **Civil/Municipal Engineer**

### **Education**

BS Bachelor of Science – Civil Engineering  
2004 University of Wisconsin – Platteville (UWP)

### **Experience**

2014- Delta 3 Engineering  
2006-2013 Kabil Associates, Columbus, OH  
2004-2006 Blackhawk Engineering, Platteville, WI

### **Registration/Certification**

Civil Engineer In Training (EIT):  
2003 Wisconsin

### **Relevant Experience**

- Site Design/Layout
- Sanitary Collection System Design
- Water Source and Distribution Design
- Storm Water Management
- Storm Sewer System Design
- State, County, and Local Road Design
- Flood Plain Studies
- Environmental Reviews
- Contracted Construction Staking
- Easement Acquisition



Mark is a civil engineer that practices in the areas of municipal, construction, and transportation engineering; capital improvements planning; and land development. Mark also is responsible for providing environmental review services for the firm's municipal projects.

His duties have included the planning; topographical surveying; preliminary and final design and layout; cost estimating; construction plans' and specifications' preparation; permit processing; bid process administration; meeting attendance; and construction engineering services, including construction staking, management, and observation for infrastructure improvement projects.

Mark has performed these services for sanitary sewer collection system projects; water distribution projects; storm water system projects; street infrastructure projects; industrial parks; recreational facilities' projects; and residential/commercial/industrial site development projects throughout southwestern Wisconsin.

He currently resides in Shullsburg, WI.



## *Stan King, P.L.S.*



### **Professional Land Surveyor**

#### **Education**

AS Associates Degree – Municipal Engineering  
1976 Southwest Wisconsin Technical College -  
Fennimore

#### **Experience**

2007- Delta 3 Engineering  
1977-07 Blackhawk Engineering, Platteville, WI

#### **Registration/Certification**

Professional Land Surveyor:  
1989 Wisconsin

#### **Memberships/Organizations**

- Wisconsin Society of Land Surveyors

#### **Relevant Experience**

- Project Surveyor
- Boundary Surveying
- Right-of-way Plat Preparation
- Land Development Plats
- Site/Topographical Surveys
- Site Design/Layout
- Waste Water Treatment Facility Design
- Sanitary Collection System Design
- Water Source and Distribution Design
- Storm Water Management
- Storm Sewer System Design
- State, County, and Local Road Design
- Contracted Construction Staking
- Easement Acquisition

Stan is a Registered Land Surveyor and designer that practices in the areas of municipal, wastewater, water, transportation, and construction engineering; land development; and capital improvements planning.

His professional responsibilities have included planning, design, and layout; topographical and boundary surveying; right-of-way plat preparation; land development plats; construction plans' and specifications' preparation; bid process administration; permit processing; meeting attendance; and construction engineering services, including construction staking and observation for numerous civil and municipal engineering projects.

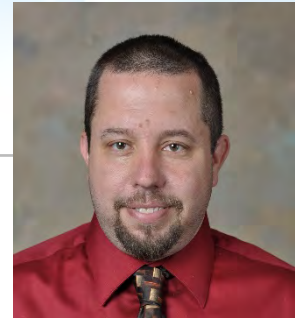
Stan has performed these services for industrial parks; street and highway infrastructure; wastewater system; water system; storm water system; Safe Routes to School trail/path; municipal facilities'; property development; and residential/commercial/industrial site development projects in numerous municipalities throughout Wisconsin, Minnesota, and Iowa.

He currently resides in Kieler along with his wife, Judy.





## Chad Coyier



### **Lead Draftsman – Civil Department**

#### **Education**

BS Bachelor of Science Degree  
2017 Ministry Leadership & Biblical Studies  
The Moody Bible Institute - Chicago IL

1994-97 University of Wisconsin-Platteville (UWP)

#### **Experience**

2006- Delta 3 Engineering  
2001-06 Blackhawk Engineering, Platteville, WI

#### **Registration/Certification**

Federal Aviation Administration (FAA):  
2020 Certified Pilot

#### **Memberships/Organizations**

- Village of Highland President (2017-2019)
- Iowa County Economic Development Committee (2017-2019)

#### **Relevant Experience**

- Mapping
- Preliminary Site Design/Layout
- Computer-Aided Drafting
- Construction Plans
- Industrial Park/Subdivision Plat Maps
- Site/Topographical Surveys
- Topographical Surveying
- Property Surveying
- Contracted Construction Staking
- Construction Inspection

Chad is Delta 3 Engineering's lead computer-aided drafting (CAD) draftsman in our Civil Department. He has attended the Wisconsin Society of Land Surveyors annual conference, Municipal Engineering for Non-Engineers at UW-Madison, as well as other continuing education courses relevant to CAD drafting.

His professional responsibilities have included computer-aided drafting; construction plans' preparation and review; mapping; 3D renderings; drone photography and mapping; preparation of capital improvements plans; preliminary layout and design of projects; topographical surveying; boundary surveying; right-of-way plat preparation; land development plats; construction staking and inspection for many municipal infrastructure improvement projects.

Chad has performed these services for industrial parks; street and highway infrastructure; recreational facilities; Safe Routes to School trail/path; wastewater system; water system; storm water system; and residential/commercial/industrial site development projects in numerous municipalities throughout Wisconsin and Iowa.

He currently resides in Platteville along with his wife, Sara and three children, Peyton, Isaac, and Bresniakaye.

## APPENDIX B

# **Professional Engineering Services Contract**





Platteville, Wisconsin  
Dubuque, Iowa

P 608.348.5355  
P 563.542.9005

E mail@delta3eng.biz  
W www.delta3eng.biz

## ENGINEERING SERVICES CONTRACT

**Owner: Richland County**  
**Address: 181 West Seminary Street**  
**Richland Center, WI 53581**

**Date: May 14, 2021**

### **Project Name: Lone Rock - Village Center Park**

This Agreement is made between Delta 3 Engineering, Inc. ("Delta 3") and Richland County ("Owner") for engineering services on the above-referenced project (the "Project").

1. **Intellectual Property.** In accepting and utilizing any drawings, specifications, reports and data in any form, including print and/or electronic media generated and provided by Delta 3, Owner agrees that all such print and/or electronic files are instruments of service of Delta 3, who shall be deemed the author, and shall retain all common law, statutory law, and other rights to such materials, including ownership of copyright, except as provided herein.

Under no circumstances shall delivery of any drawings, specifications, reports or data for use by Owner be deemed a sale by Delta 3, and Delta 3 makes no warranties, either express or implied, of merchantability and fitness for any **purpose other than for this Project**. The drawings, reports and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all fees and costs due to Delta 3 upon completion of the Project or termination of this Agreement, whichever be the case. Owner shall not reuse or make or permit any derivative works to be made from the drawings, reports and specifications without the prior written authorization of Delta 3 or as otherwise required by law. Owner agrees to waive any claim against Delta 3 arising from any unauthorized transfer, reuse or preparation of derivative works from drawings, reports and specifications and to indemnify and hold harmless Delta 3 for any such unauthorized transfer, reuse, or preparation of derivative works from the drawings, reports and specifications.

2. **Project Description.** The Project will generally include the redevelopment of blighted property for open space/park development at **102 E. Union Street** and sidewalk replacement and extensions in the Village of Lone Rock, Wisconsin. The two (2) existing buildings located at 102 E. Union Street will be demolished and removed; the existing concrete and bituminous pavement will be removed; and site grading and landscaping/restoration performed for the proposed **Village Center Park** site. New concrete sidewalk will be connected to the existing concrete sidewalk on **E. Union Street** and installed through the proposed **Village Center Park** site to **E. Liberty Street**. In addition, the existing public concrete sidewalk located between **E. Liberty Street** and **E. Dr. B. Reynolds Street** will be removed and replaced. All yard areas disturbed due to construction will be restored and landscaping performed. Preliminary and final layout and design and bidding for the above improvements is planned to be completed in 2021, with construction work occurring in 2021-2022.

3. **Scope of Services.** Delta 3 Engineering will provide the Professional Engineering Services necessary for the Lone Rock – Village Center Park Project to occur at **102 E. Union Street** and between **E. Union Street** and **E. Dr. B. Reynolds Street** in the Village of Lone Rock, Wisconsin. The complete Scope of Services which Delta 3 Engineering will provide to the Owner is identified in **Attachment #1 – Professional/Technical Services and Fees**.

4. **Services Not Covered By This Agreement.** Revisions due to changes in the scope, budget, or quality of the Project; services that Delta 3 could **not** reasonably anticipate, and therefore did not include in the engineering fees or the scope of services in **Attachment #1**. Delta 3 will inform the Owner

**EVERY ANGLE COVERED**

in writing, when any extra services are necessary. The Owner will give Delta 3 prompt written notice if it **does** want Delta 3 to perform the extra services. Delta 3 will be paid additional fees for these extra services at rates consistent with other services provided for the Project.

5. **Opinions of Cost.** Opinions of Probable Construction Cost are to be made on the basis of Delta 3's experience and qualifications and represent Delta 3's best judgement as an experienced and qualified professional generally familiar with the construction industry. However, because Delta 3 has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Delta 3 cannot, and does not, guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by Delta 3.

6. **Means and Methods.** Delta 3 shall not at any time supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequence, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

7. **Professional/Technical Services Fee.** The engineering fees and associated costs for the Project will be \$ 46,450.00. (Please see **Attachment #1**.)

8. **Project Schedule.** Delta 3 will work cooperatively with the Owner to complete its engineering services within the Owner's projected schedule.

9. **Payment.** Delta 3 will send monthly invoices to the Owner. The Owner agrees to pay fees as invoiced within 30 days and agrees to pay an additional 1.5% fee on any outstanding balance due past 30 days.

10. **Entire Agreement.** This Agreement supersedes any and all agreements previously made between Delta 3 and the Owner relating to the Project and there are no understandings or agreements other than those incorporated in this Agreement.

11. **Changes to This Agreement.** This Agreement may only be modified by written mutual consent of both the Owner and Delta 3.

12. **Termination.** Either party may terminate this Agreement with written notice. In the event of termination, suspension, or abandonment of the Project, Delta 3 shall be compensated (at contracted hourly rates) for all engineering services performed and associated costs incurred up to that time.

13. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless Delta 3 and its officers, directors, members, partners, agent, employees, and Consultants from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of the Project. Owner's indemnification and defense obligations under this paragraph shall not apply if Delta 3 is adjudicated, by a court of competent jurisdiction, negligent or reckless in performing the Professional Engineering Services for the Project.

14. **Waiver of Consequential Damages.** To the fullest extent permitted by law, Owner and Delta 3 waive against each other, and the other's employees, officers, directors, members, agents,



insurers, partners, and consultants, any and all claims for, or entitlement to, special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**15. Limitation of Liability.** The Owner agrees to limit Delta 3's total liability to the Owner, Consultants, Contractors, and Subcontractors on the Project, due to Delta 3's professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Delta 3 to anyone shall not exceed the total fee for services rendered under this Agreement.

**16. Dispute Resolution—Arbitration.** All disagreements and disputes between Owner and Delta 3, of every kind, if not resolved by negotiations, shall be resolved by arbitration under the then current rules of the American Arbitration Association. A single arbitrator engaged in the practice of law shall conduct the arbitration. The arbitrator's decision and award shall be final and binding. Owner and Delta 3 shall share equally the costs of the arbitration and each shall pay their respective attorneys' fees and expenses associated with any arbitration. Judgment upon the award may be entered in any Wisconsin state or federal court having jurisdiction.

**17. Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the internal law of the State of Wisconsin.

**18. Publicity.** Owner agrees that Delta 3 may state publicly, in advertising or otherwise, that Owner is a client of Delta 3.

**Services authorized by:**

**OWNER**

**DELTA 3 ENGINEERING, INC.**

Printed Name: \_\_\_\_\_

Printed Name: Bart Nies, P.E.

Title: \_\_\_\_\_

Title: Owner/Project Manager

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 5/14/2021

# Attachment #1

## Professional / Technical Services and Fees

### Lone Rock – Village Center Park

*Owner: Richland County  
Richland Center, Wisconsin*

#### 1) Design Engineering Services

= \$ 23,950.00

- Meet with the Village Director of Public Works and Richland Economic Development Director for a Project Scope Meeting and to obtain prior plans, maps, and applicable documents related to the proposed Project. *(one each)*
- Consult with the Director of Public Works for specific design needs.
- Perform right-of-way research, initial topographic surveying, and data collection.
- Review Environmental Assessment materials for state and federal environmental regulatory compliance.
- Prepare preliminary design, layout, and plans for the buildings' demolition, public sidewalk infrastructure, and open space/park development.
- Provide coordination with corresponding utilities on the Project site.
- Meet and consult with the Director of Public Works for review of preliminary design and plans and for final design needs. *(one each)*
- Prepare final design and layout for the buildings' demolition, public sidewalk infrastructure, and open space/park development.
- Determine probable construction sequencing and construction phasing constraints.
- Prepare estimate of quantities.
- Prepare estimated opinion of probable construction costs.
- Meet with the Director of Public Works and Richland Economic Development Director for review of final design, plans, and estimated opinion of probable construction costs. *(one each)*
- Meet with the County Board and/or Village Board for review and approval of final design, plans, and estimated opinion of probable construction costs. *(one each)*
- Prepare final, **detail-oriented** construction plans, specifications, and bidding documents.
- Prepare easement descriptions and exhibits (if applicable).
- Prepare and submit applicable construction permits.

#### 2) Bid Process/Construction Contract Services

= \$ 1,000.00

- Provide Advertisement for Bids.
- Distribute bidding documents to prospective bidders and utility companies.
- Provide construction bid process administration, including the handling of Project questions and issuing Addenda (if necessary).
- Attend and Conduct the Bid Opening. *(one each)*
- Review construction bids and provide Recommendation of Award

- of construction bids.
- Meet with the County Board and/or Village Board for award of construction bids. *(one each)*
- Provide construction contract administration/processing.

**3) Construction Engineering Services\***

**= \$ 21,500.00**

- Conduct the Pre-Construction Conference. *(one each)*
- Provide all construction staking services for the buildings' demolition, public sidewalk infrastructure, and open space/park development components of the Project.
- Review contractor construction submittals for approval.
- Provide responses to Requests for Information (RFI) from contractor.
- Provide partial construction observation services and site visits **(approximately 20 hrs./wk.)** as required by the County for the Project, as described in the Project Description, to be correctly completed according to the plans and specifications.
- Provide construction administration and verify contractor's compliance of CDBG program requirements.
- Verify construction quantities.
- Analyze contractor pay applications and review contractor change orders (if necessary) for approval.
- Provide Project progress reports.
- Attend required Project Progress meetings with the County Board and/or Village Board. *(two each)*
- Prepare construction punch lists for substantial and final completion of the Project.
- Provide overall Project management and coordination with County staff, Village staff, and the grant administrator, including the handling of Project questions and concerns.
- Meet with the County Board and/or Village Board for Project Closeout. *(one each)*
- Provide "Construction Records" Documents (As-Builts) showing appropriate record information based on the Project-annotated record plans received from the contractor.
- Provide Project closeout services.
- Provide mapping services with Computer-Aided Drafting (CAD) and coordinate with Village maps.

**TOTAL = \$ 46,450.00**

**\* NOTE: Assumes six (6) weeks of construction for construction observation in 2021/2022.**

**\$ 95.00/hr.** - Hourly charge for additional construction observation services.

**\*\*All submittal fees, if any, are the responsibility of the Owner.**

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

Community Development Block Grant – Potential Conflict of Interest Disclosure

**POTENTIAL CONFLICT OF INTEREST DISCLOSURE**

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

Do you have family or business ties to any of the people listed below?

Yes

No

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

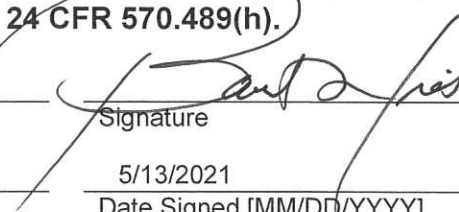
- Marty Brewer – Richland County Board - Chairman
- Dave Turk – Richland County Board – Vice Chairman
- Sean Murphy-Lopez – Richland County Finance Committee - Chairman

COUNTY OF RICHLAND - ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- Clinton Langreck – County Administrator
- Jasen Glasbrenner – Richland Economic Development Director

**Description of Relationship(s):**

**Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the Richland County Board and Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).**

Bart Nies, P.E.	Owner, Vice President	
Printed Name of Individual	Title	Signature
Delta 3 Engineering		5/13/2021
Name of Business/Firm/Company		Date Signed [MM/DD/YYYY]



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

Lobbying Certification

GRANTEE/UGLG NAME: Richland County  
DEHCR GRANT AGREEMENT #: CDBG-CL-PF 21-33

**LOBBYING CERTIFICATION**

**FROM THE**

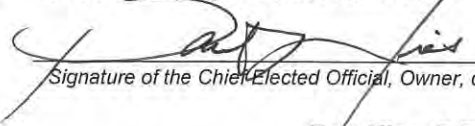
- Municipality/UGLG: \_\_\_\_\_
- Contractor/Sub-Contractor
- Other: Delta 3 Engineering

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

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

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

Delta 3 Engineering  
Name of Municipality/UGLG/Business/Firm

  
Signature of the Chief Elected Official, Owner, or Chief Executive Officer

Owner/Vice President      5/13/2021  
Title      Date Signed

Bart Nies, P.E.  
Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	N/A	
Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



### ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

Include the following language in all contracts and sub-contracts funded with CDBG dollars\*\*:

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

---

\*\* This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.

**General Engineering Company**  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

*Engineers • Consultants • Inspectors*

May 13, 2021

Mr. Jasen Glasbrenner, Director  
Richland Economic Development  
450 South Main St  
Richland Center, WI 53581

Re: Lone Rock Village Center Park – CDBG Close Project

Dear Jasen,

Thank you for considering us in your consultant selection for the above-referenced project. We appreciate the opportunity to work with both you, Richland County and the Village of Lone Rock to provide Engineering Services for the Lone Rock Village Center Park project.

You will find enclosed our proposal identifying our Project Team and their specific expertise and abilities that are necessary to provide a successful project for Richland County to be completed in accordance with the proposal request. Our proposal is to complete the specific services identified in the Request for Proposal scope for a not to exceed estimated amount of **\$38,000** in accordance with the proposed timeline schedule. References and related project experience similar to this project have been included for your review.

**THANK YOU** again for the opportunity to work with you, Richland County and the Village of Lone Rock. We have personnel ready to tackle the project and bring it to fruition considering the deadlines for the project proposed.

Sincerely,

**GENERAL ENGINEERING COMPANY**

A handwritten signature in blue ink that reads 'Kory D. Anderson'.

Kory D. Anderson, PE  
Project Manager / Vice-President

A handwritten signature in blue ink that reads 'Lukasz A. Lyzwa'.

Lukasz A. Lyzwa  
Project Engineer



Consulting Engineering • Structural Engineering • Building Design • Environmental Services  
Grant Procurement & Administration • Land Surveying • Zoning Administration • Building Inspection • GIS Services







Engineers • Consultants • Inspectors

# General Engineering Company

## Proposal

### Village of Lone Rock

Engineering Services

Lone Rock Village Center Park Project

(608) 742-2169

[gec@generalengineering.net](mailto:gec@generalengineering.net)

[www.GeneralEngineering.net](http://www.GeneralEngineering.net)

Consulting Engineering

Structural Engineering

Land Surveying

GIS

Building Design

Environmental Services

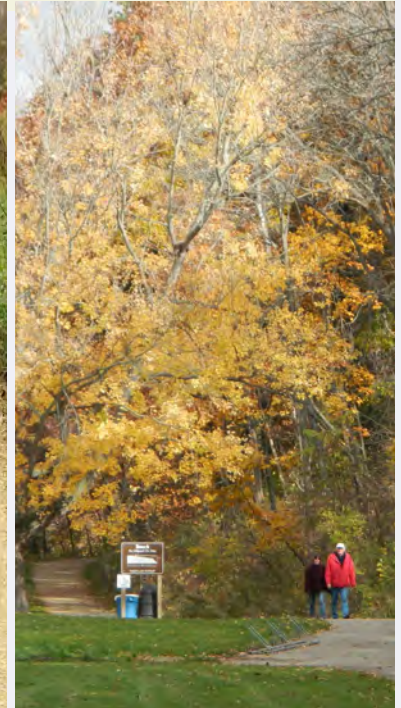
Grants & Funding

Zoning Administration

Building Inspection

Cross Connection Control

Mechanical, Electrical &  
Plumbing Design



#### Portage

916 Silver Lake Drive  
Portage, WI 53901  
608-742-2169

#### La Crosse

N5589 Commerce Rd, Ste 120  
Onalaska, WI 54650  
608-782-6558

#### Black River Falls

101 South 2nd St  
Black River Falls, WI 54615  
608-742-2169



## Company Overview

General Engineering Company  
916 Silver Lake Drive  
P.O. Box 340  
Portage, WI 53901  
608-742-2169 Phone  
608-742-2592 Fax  
Website: [generalengineering.net](http://generalengineering.net)

Primary Project Contact:  
Kory D. Anderson P.E.  
Vice President  
[kanderson@generalengineering.net](mailto:kanderson@generalengineering.net)  
Lukasz A. Lyzwa  
Project Engineer  
[llyzwa@generalengineering.net](mailto:llyzwa@generalengineering.net)

## Corporate Qualifications

For over 100 years, General Engineering Company has provided multidisciplinary consulting engineering, inspection and professional services throughout Wisconsin and the surrounding Midwest region. Headquartered in Portage, WI, with offices in La Crosse and Black River Falls, General Engineering Company approaches every project with a client focus. While every project situation is unique, GEC uses our extensive project experience, creativity and a staff of diverse professionals to provide a comprehensive, client-based solution.



GEC's professional and engineering staff are trained in a variety of fields, including municipal, environmental and wastewater engineering, stormwater management, erosion control, site planning and private development coordination. Along with our engineering staff, GEC employs numerous specialists and experts to assist our

clients with their specific needs. These specialties include building inspection, grants and funding, environmental testing and reporting, cross connection control, GIS and structural engineering.

Firm Size 2021: 65

*SBA-qualified Small Business*

Since the founding of General Engineering Company in 1912, we continue to be dedicated to our clients best interests and needs. For our Municipal clients, those needs often have included varied community improvement and enhancements, ranging from walking trails and parks with shelters and community centric amenities, to the more current trends of splashpads and skateparks. GEC has partnered with community non-profits and municipal leaders to see these projects come to fruition.



GEC's core philosophy is to ensure that best practices in planning and engineering are built into every project we undertake. Our professional team will streamline efficiency, reduce waste, utilize sustainable resources, and work to achieve a superior standard of excellence.

Jerry A. Foellmi PE, President Emeritus  
Brad R. Boettcher PE, President  
Kent E. Fish PE, Vice President  
Kory D. Anderson PE, Vice President  
Mark E. Jankowski, Director of Inspection Services





# Project Scope



## Project Scope

### The Project Scope

The proposed project will include the purchase of a parcel by the Village, demolition of the existing buildings, and converting the space to an open space park for the enjoyment of the residents. The reshaping process of the land will require regrading and adding needed soil to promote vegetation growth. Additionally, the proposed project will include construction of new sidewalk to improve accessibility.

The engineering aspect will require design and documentation preparation, bidding services, construction administration, and communication and coordination with the Village and the County to assure execution of the services to the full satisfaction of all parties involved.

### Scope of Work

Our method of completing the design and construction-related engineering is defined in the breakdown listed below. This allows the Village and the County to understand how we go through the process of collecting and processing information, designing the solution through involvement with the appropriate agencies, obtaining approvals, bidding, administering the construction process, and closing out the project to the Village and County's satisfaction.

#### ⇒ Design Plans and Specifications

- Conduct an initial coordination meeting with the Village/County to confirm limits of work and discuss issues related to the design and preparation of specifications and bidding documents for the project.
- Perform field surveys and investigations necessary to complete the design and prepare the construction plans and specifications.
- Perform the necessary detailed design of the project, prepare preliminary construction cost estimates, prepare construction drawings, engineering report(s), and specifications.
- Attend meetings with the Village/County or other interested parties as may be reasonably necessary.
- Cooperate and work closely with Owner's representatives in obtaining plan and specification approval.
- Prepare the required applications and obtain necessary permits.
- Submit plans and specifications to appropriate agencies for approval, including engineering reports, if necessary.
- Provide services needed to obtain plans and specifications approval.
- Coordinate project and project needs with Grant Administrator.



## Project Scope Cont.

### ⇒ Bidding Services

- Prepare advertisement for bids and administer the bidding process.
- Provide plans and bidding documents to prospective bidders and bidder exchange organizations.
- Answer questions regarding contract documents.
- Conduct bid opening and prepare recommendations regarding award of the construction contract.
- Prepare construction contracts and coordinate with the contractor to obtain all of the required insurance and bonding documentation.

### ⇒ General Administration of Construction

- Conduct a preconstruction meeting with the Contractor, Village/County, Grant Administrator, Utility companies, and other entities affected by the construction.
- Provide horizontal and vertical control staking for the various construction activities.
- Review and process shop drawings provided by the Contractor.
- Provide construction contract administration services which include processing periodic payment applications, administering any change orders that may be necessary, conducting periodic project progress meetings with the Village/County and the Contractor, answer Contractor questions, communicate with the Village/County regarding the construction progress, provide clarification and directions after consulting with the Village/County, and coordinate project close-out procedures with Grant Administrator.
- Provide full-time observation of the sewer and water construction and periodic observation of the rest of the construction to determine conformance with the plans and specifications and coordinate staking of the improvements.
- Perform final inspections and prepare final punch list.
- Prepare and provide the Village/County with record drawings, equipment manuals and other project documentation based on available field construction data.



# Project Work Plan



## Organizational Capabilities

GEC's professional and engineering staff are trained in a variety of fields, including municipal, environmental and wastewater engineering, stormwater management, erosion control, site planning and private development coordination. Along with our engineering staff, GEC employs numerous specialists and experts to assist our clients with their specific needs. These specialties include building inspection, land surveying, grants and funding, environmental testing and reporting, cross connection control, GIS and structural engineering

For our Municipal clients those needs often have included varied community improvement and enhancements, ranging from walking trails and parks with shelters and community centric amenities, to the more current trends of splashpads and skateparks. GEC has partnered with community non-profits and municipal leaders to see these projects come to fruition.

Our surveyor and field crew members provide a unique client benefit by ensuring all survey work meets the GEC standard of excellence and continuity of services. GEC's surveying services strengthens our engineering services by assuring all data collected is complete and easily accessible to our technical staff. Our surveying experts assist on many civil engineering projects, consult on land acquisition efforts for municipalities, write easements for municipal utilities, and prepare plats and CSMs for public and private clients.

### Team Members:

- Kory D. Anderson PE - Vice President, Civil/ Municipal Project Manger
- Lukasz A. Lyzwa - Civil/ Municipal Project Engineer
- Scott S. Richardson - Senior Engineering Technician
- Richard D. Peterson - Surveying Engineering Technician
- Lynn M. Bradley - Environmental Project Manager



# GEC Profile & References



# Town of Dekorra

## Asbestos Abatement



Town of Dekorra, Columbia County, WI was in need of converting an existing decommissioned school building into a Town Hall. The building was approximately 18,000 sq ft, and the Town was looking to reduce the size to 5,000 sq ft and conduct improvements and upgrades. The project included asbestos and lead testing, asbestos abatement, and demolition of expendable parts of the building.

General Engineering Company provided environmental expertise, asbestos and lead testing, design and structural calculations, bidding services, and construction administration.

Contact:  
Holly Priske - Town Clerk - 608-635-2014





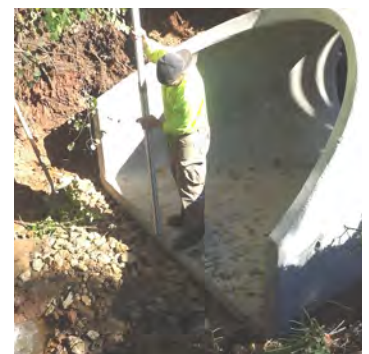
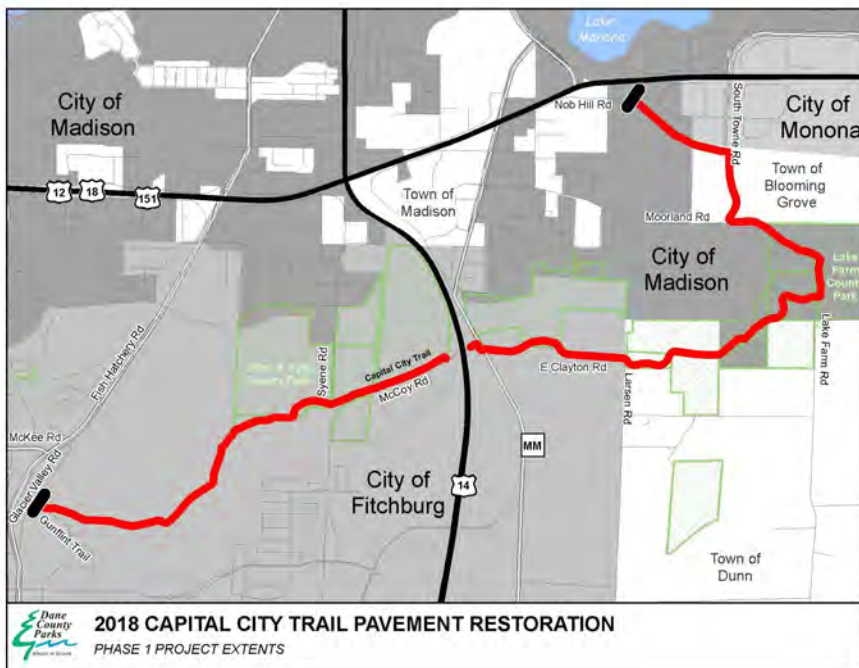
# Dane County Trails

## Capital City Trail



Dane County Parks started a phased upgrade to the Capital City State Trail. The trails first upgrade since its completion in 2000, with repaving the original 9.5 miles of trail from Nob Hill Road to Verona Road to improve both ride and safety. The completion of phase one included culvert replacements, gravel base and shoulder restoration, milling/pulverizing existing asphalt and new asphalt resurfacing, ADA compliant detectable warning panels at crossings, centerline striping, and signage updates with the implementation of the Capital City Trail Wayfinding Plan.

Contact:  
Alex DeSmidt - Facility Planner Dane County Parks - 608-221-7212





# Village of Fall River

Hometown Village Park - Fall River, WI



In 2020, the Village of Fall River sought to enhance the Hometown Village neighborhood with a playground area and picnic shelter. The shelter also is furnished with kitchen and concessions amenities for enhanced uses versatility. Located off of Lienke Road with gravel parking access and 1250 ft of walking trail has brought a welcomed amenity to the neighborhood.



GEC provided site and architectural design with stormwater and permitting services.

Contact: Craig Schultz  
Director of Public Works  
Fall River - 920-484-3525





# Cambridge Foundation

Ripley Park - Cambridge, WI



Ripley Park, a local popular family spot in Cambridge with its many activity amenities and sand beach, recognized a greater need for their visitors. Partnering with GEC to design a brand new shelter that offered ADA bathrooms, showers, picnic shelter, kitchen and concession area, overlooking the beach area. General Engineering Company provided building design, structural services along with site design and engineering. Contact: Mike Rumpf - Cambridge Foundation [mrumpf@rumpflaw.com](mailto:mrumpf@rumpflaw.com)





# Portage Park & Rec

Various Parks & Amenities - Portage, WI



GEC has been involved with many projects within the City of Portage throughout our almost 110 years located in the City. Particularly, beginning in 2012, GEC became involved with several parks projects for the City and with, at times, in conjunction with several local community groups. The Goodyear Park splashpad was a community led project where GEC provided civil engineering services. Continuing from the splashpad, GEC then provided building design and structural services for new shelters containing ADA compliant restrooms, concession areas and maintenance storage at various parks throughout the City. Leading to our most recently completed additions of family skate park and band performance shelter.



Contact: Toby Monogue, Director Portage Park & Recreation - 608-742-2178 x12





# Dane County Park Shelters

Cross Plains & Blue Mounds, WI



GEC's architectural and structural professionals worked with Dane County Public Works to develop bid documents for park shelter prototypes. Our architectural department provided three prototype designs, which the County used as the basis for bidding. Our structural engineers completed structural calculations and designed the connections for each shelter.

Contact:

Eric Urtes, Project Manager Dane County Public Works - 608-575-2359



Brigham Park Shelter - Blue Mounds, WI



Festge Park Shelter - Cross Plains, WI







---

## Grants & Funding Experience

### Grant Administration Projects:

General Engineering Company Grants and Funding staff completed all aspects of the funding process for the Community Development Block Grant projects listed below. This worked included funding opportunity research, application completion, comprehensive administration services, and project close out process.

- 2019 Town of Oshkosh Winnebago Area Utilities Feasibility Study  
⇒ CDBG-Planning
- 2018 Village of Poynette Utility and Street Improvements (Pearl/Hudson/Tomlinson Streets)  
⇒ CDBG-Public Facilities
- 2017 City of Markesan Street and Utility Reconstruction  
⇒ CDBG-Public Facilities & DNR Clean Water Fund/Safe Drinking Water Loan Program
- 2012 Village of Wycocena Water Tower Maintenance & Water Meter Upgrades  
⇒ CDBG-Public Facilities
- 2010 Village of Pardeeville Park Lake Overflow Spillway & Dam Improvements  
⇒ CDBG-Emergency Assistance Program
- 2009 City of Markesan Street and Utility Reconstruction  
⇒ CDBG-Public Facilities & USDA-Rural Development
- 2008 Town of Dekorra Town Road Improvements  
⇒ CDBG-Emergency Assistance Program



## References

Alex DeSmidt—Facility Planner Dane County Parks  
608-221-7212

Mike Rumpf—Cambridge Foundation  
mrumpf@rumpflaw.com

Toby Monogue—Director Portage Park & Recreation  
608-742-2178 x12

Craig Schultz—Director of Public Works, Village of Fall River  
920-484-3525

Eric Urtes—Project Manager Dane County Public Works  
608-575-2359

Holly J. Priske—Town Clerk, Town of Dekorra  
608-635-2014



Project Team



## Project Team - Portage Office

Kory D. Anderson P.E.,  
Vice President



B.S. Civil Engineering - University of Minnesota - Minneapolis, MN  
Civil Engineering - University of Wisconsin - Platteville, WI

Mr. Anderson has over 25 years of experience in construction and engineering-related fields. Kory has been with General Engineering Company for 24 years. His principal engineering expertise is in municipal engineering. Mr. Anderson's projects have included street and utility rehabilitation, dam rehabilitation, facilities planning, state and federal grants, sanitary sewer design, lift station design, storm sewer design, site grading, hydrology studies, street improvement design, water main design, wastewater treatment design, Phase I environmental site assessments, and surveying. GEC's municipal clients have leaned on the benefit of Kory's depth of experience and insight as an engineering professional partner.

Lukasz A. Lyzwa  
Project Engineer



B.S. Environmental Engineering – Kielce University of Technology - Poland EU

Mr. Lyzwa joined General Engineering Company as a Staff Civil Engineer in September 2014, quickly grew his own client base and now serves GEC clients in a Project Manager role. Since joining GEC, Mr. Lyzwa's experience has been primarily with municipal clients, involved in projects including wastewater treatment upgrades, water and sewer projects, transportation and site development. Centralizing his vision on a client's best interest while being mindful of budget constraints is where Lukasz has gained the trust of his clients.

Scott R. Richardson  
Senior Engineering Technician



University of Wisconsin-Platteville, Platteville, WI  
B.S. Degree in Industrial Technology Management  
Emphasis in Drafting and Design

Mr. Richardson joined GEC as an Engineering Technician 20 years ago. His drafting and design experience and educational background have been a valuable asset in the design of civil engineering projects. Since joining the firm, Scott has proven to be an asset to clients as well. While building his project portfolio, Mr. Richardson has become a primary staff member to which company principals rely on for project completion with exceptional results.

Lynn M. Bradley  
Environmental PM

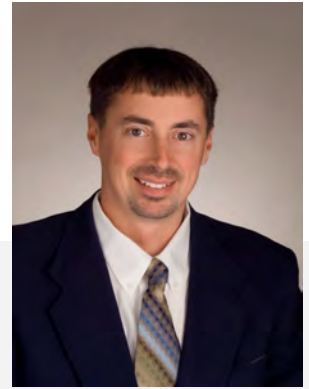


Associate Degree - Moraine Park Technical College, Fond du Lac  
Mine Safety Training - U.S. Department of Labor, Mine Safety and Health Administration

Ms. Bradley has been with General Engineering Company as a Senior Environmental Project Manager for over 13 years and has an additional 19 years of Environmental Consulting experience. Lynn has several areas of environmental expertise, including environmental site assessments (Phase I and Phase II ESAs) for industrial and private clients, financial institutions and attorneys. These assessments include site inspections, interviews, record searches, research, development of sampling recommendations, reporting writing, and performance of a variety of sampling efforts.

# KORY D. ANDERSON, PE, CDT

## *Vice President*



### EDUCATION

B.S. Civil Engineering - University of Minnesota - Minneapolis, MN  
Civil Engineering - University of Wisconsin - Platteville, WI

### REGISTRATION/AFFILIATIONS

Registered Professional Engineer in the States of Wisconsin, Illinois, Iowa, and Minnesota  
Construction Specifications Institute (CSI)  
Construction Documents Technologist (CDT)  
Numerous Engineering Seminars and Professional Development Courses

### EXPERIENCE

Mr. Anderson has over 25 years of experience in construction and engineering-related fields. Kory has been with General Engineering Company for 24 years. His principal engineering expertise is in **municipal engineering**. Mr. Anderson's projects have included street and utility rehabilitation, dam rehabilitation, facilities planning, state and federal grants, sanitary sewer design, lift station design, storm sewer design, site grading, hydrology studies, street improvement design, water main design, wastewater treatment design, Phase I environmental site assessments, and surveying.

Representative assignments include construction management, zoning administration, comprehensive planning, engineering reports, Phase I environmental site assessments, cost estimates, assessments, design, specifications, bidding documents, engineering inspections, stormwater planning, and DNR water regulatory permits.

### Representative Projects Include:

- Dane County Department of Public Works
  - Capital City Trail Rehab, Culvert & Bridge Replacement
  - Schumacher Farms Civil, Site & Surveying
- Dane County Towns Association
  - Zoning Administrator
- City of Portage
  - 2012/2013/2014/2016 Water Main & Sanitary Sewer Reconstruction Projects
  - Hwy 33 East Water Main Extension
  - Industrial Park Expansion
  - 2008 WIDOT STH 33/E. Cook St., Street & Utility Improvements
  - Portage Skate Park
  - Various Street and Utility Improvements
  - City Wide Stormwater Management Study
  - Various Alley Improvement Projects
  - Various Sidewalk Improvement Projects
  - Various Storm Sewer Improvements
- City of Wisconsin Dells
  - Fort Dells Lift Station, Force Main, & Gravity Sewer Improvements
  - Chula Vista Parkway Utility & Street Improvements
- Village of Belleville
  - Zoning Administrator
- Village of Randolph
  - Zoning Administrator
- Village of Wyocena
  - Village Engineer/Zoning Administrator
- Village of Fall River
  - Village Engineer/Zoning Administrator
  - S. Main Street Sewer Rehabilitation
  - Prairie Street Utility and Street Improvements
  - Church Street Lift Station and Sanitary Sewer Interceptor
  - Industrial Park - Quality Court Utility and Street Extensions (4 phases)
  - Steel Road Street Improvements
  - 2003 WIDOT Main St. (CTH D) San. Sewer & WM Reconstruction
  - South Street Utility and Street Improvements
- City of Loyal
  - City Engineer
  - Municipal Wells and Storage Facility
  - Industrial Park Expansion
  - 2017 WIDOT STH 98 Sanitary Sewer & Watermain Reconstruction
- Village of Poynette
  - Village Engineer
- Town of Fountain Prairie
  - Various Road Improvements
- City of Monona
  - Interim City Planner





# LUKASZ A. LYZWA

## *Project Engineer*



### EDUCATION

B.S. Environmental Engineering – Kielce University of Technology - Poland EU

### EXPERIENCE

Mr. Lyzwa joined General Engineering Company as a Staff Civil Engineer in September 2014. Mr. Lyzwa's experience and educational background has already proven to be an asset in the design of environmental engineering projects that he has been involved with at GEC. Previously using his expertise in a commercial capacity, Lukasz was able to hone skills of communication, team work, problem solving and meeting high quality standards. Lukasz has been able to directly apply those skills to his projects at GEC.

Mr. Lyzwa's education, experience and dedication have already proven to be an asset to the clients of General Engineering Company in the design of environmental engineering projects.

### Representative Projects Include:

#### Dane County Public Works Projects

Capital City Trail Rehab, Culvert & Bridge Replacement  
Schumacher Farms Civil, Site & Surveying

Dane County, WI  
Dane County, WI

#### Treatment System Projects

WWTP Upgrade Abbyland Foods, Inc.  
Crystal Lake Wastewater Treatment System Rehabilitation  
Portage WWTP Influent Screw Pump Rehabilitation Project  
Main Lift Station Modifications (Vertical Screen System)  
Kelly Lake Sanitary District Upgrades  
Wastewater Treatment Facility Upgrades

City of Abbotsford, WI  
T. of West Point/T. of Roxbury, WI  
City of Portage, WI  
Village of Fall River, WI  
Kelly Lake, WI  
Village of Coloma, WI

#### Water and Sewer Projects

Sausage Plant Sanitary Sewer  
2016 Street & Utility Project  
2017 Street & Utility Project  
Kuck Sewer Interceptor Project

City of Abbotsford, WI  
City of Portage, WI  
City of Markesan, WI  
Village of Fall River, WI

#### Transportation Projects

Swan Vista Road Construction Project (Portage Country Club)  
Train/Laird Road Construction Project  
Sweden, Johnson, Woodhallow, Dokkebakken  
Bridge Replacement Projects

Town of Wyocena, WI  
Town of Clyman, WI  
Town of Onalaska, WI

#### Site Development Projects

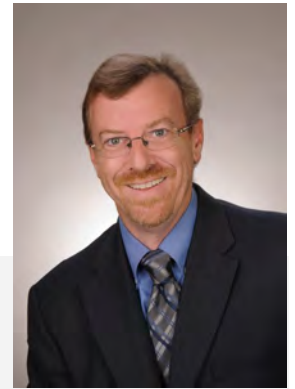
Anytime Fitness Development  
Tree House Development Wilderness  
Panera Bread Retail Development

City of Mauston, WI  
V. of Lake Delton, WI  
V. of Lake Delton, WI



# SCOTT R. RICHARDSON

## *Senior Engineering Technician*



### EDUCATION

University of Wisconsin-Platteville, Platteville, WI  
Bachelor of Science Degree in Industrial Technology Management  
Emphasis in Drafting and *Design*

### EXPERIENCE

Mr. Richardson joined us as an Engineering Technician at General Engineering Company 20 years ago. Mr. Richardson's drafting and design experience and educational background have been an asset in the design of civil engineering projects. He has experience in the following areas:

Computer Assisted Drafting (CAD);

Primarily for design conception through construction including multiple phases of civil projects including sanitary sewer, water main, and street rehabilitation, drafting of surveying documents, CSM's and plats and construction.

Construction Surveying & Staking, Data Collection;

Assisting in the staking and topography of various phases of municipal and private development including building location, sewer and water main location, and final street grading.

### Representative projects:

Wilderness Hotel & Golf Resort Development, Lake Delton

Tanger Outlet Mall Development, Lake Delton

Bank of Wisconsin Dells Building Addition, Wisconsin Dells

Chula Vista Resort, Wisconsin Dells

Cook Street Streetscape, Portage

Dells Army Ducks Zipline, Lake Delton

Columbus Dam Improvements



# RICHARD D. PETERSON

## *Engineering Technician*

### EDUCATION

Fox Valley Technical College, Appleton, WI  
Associate Degree – Applied Science in Natural Resources

### EXPERIENCE

Mr. Peterson is currently an Engineering Technician at General Engineering Company. His experience is in the following areas:

Construction Surveying and Staking;  
Sanitary sewer, water main, street, curb and gutter, building layout, storm sewer, and topographic mapping.

Data Collection;  
Utilizing robotic total station, level for streets, buildings; topography of large and small acreages.

Computer Assisted Design (CAD);  
For municipal projects computation and mapping contours for topographic mapping.

Mr. Peterson came to General Engineering Company 16 years ago with 4 years of prior experience in construction staking, finalized cut sheets, topography drafting, and courthouse research.



# LYNN M. BRADLEY

## *Environmental Project Manager*



### EDUCATION

Associate Degree - Moraine Park Technical College, Fond du Lac  
Mine Safety Training - U.S. Department of Labor, Mine Safety and Health Administration

### REGISTRATION

WI Department of Natural Resources Registered PECFA Consultant  
Nuclear Density Gauge Operation Training, Aguinaga Technical Services  
DATCP Certified Tank Assessor  
Small Water Operator Certification

### PROFILE & EXPERIENCE

Ms. Bradley has been with General Engineering Company as a Senior Environmental Project Manager for over 13 years and has an additional 19 years of Environmental Consulting experience. Lynn has several areas of environmental expertise, including environmental site assessments (Phase I and Phase II ESAs) for industrial and private clients, financial institutions and attorneys. These assessments include site inspections, interviews, record searches, research, development of sampling recommendations, reporting writing, and performance of a variety of sampling efforts.

Another area of Ms. Bradley's expertise is providing subsurface investigations, groundwater and soil remedial activities, along with preparation of WDNR environmental permits. DNR permits include off-site exemptions, exemptions to build on a landfill, and brownfield grants.

Ms. Bradley is also experienced in collection field data for project analysis, documenting occurrences of contamination, sampling monitoring wells, private well sampling, and overseeing underground storage tank removals.

#### Expertise Areas:

Environmental Liaison and Coordination: Ms. Bradley provides expert representation and coordination between clients and regulatory and public agencies with clear, direct communication throughout a project lifecycle while centered on the clients best interest.

Phase I ESAs & Phase II ESAs (Environmental Site Assessments): Ms. Bradley performs numerous Phase I & II ESAs (in accordance with latest ASTM standards) including soil borings, soil sampling, and groundwater sampling during property transactions to determine the presence or absence of contamination on the property.

Soil & Groundwater Investigations: Ms. Bradley has completed many soil and groundwater and vapor investigations, including petroleum, chlorinated solvents and other contaminants to assist clients in assessing level of contamination within a site and the need for remediation, if any.

Remediation: Ms. Bradley has worked on many cleanups requiring active remediation, including site specific options to best address the contamination and identify the most timely and cost effective method to completing the cleanup in accordance with State and Federal requirements.

Tank Site Assessment: Ms. Bradley has completed countless tank site assessments including all soil sampling required by the State of Wisconsin.

Brownfield Site Assessment Grants: Ms. Bradley has performed brownfield assessments primarily using municipalities to apply for the grant with a public/private partnership to develop the property.

Transaction Screen Analysis (TSA): Ms. Bradley has performed several TSAs that provides a generally acceptable degree of confidence regarding the environmental conditions of the property and whether a Phase I ESA or additional investigation is required.





# Fee Schedule





## Availability & Tentative Timetable (example of dates)

Notice to Proceed	June 15, 2021
Field Survey	June 21, 2021 (within one week)
30% Plan Review	June 28, 2021 (within one week)
60% Plan Review	July 5, 2021 (within one week)
Bidding	June 26, 2021 (within 2 weeks)
Construction	As required
As-Built/ Close out	Fall/Winer 2021

Based on the schedule above, this will fit well for our company's staff availability and current work load.

## Fees

Item	Description	Price
1	Design Plans and Specifications	\$18,000
2	Bidding Services	\$6,000
3	General Administration of Construction	\$14,000
	Fixed Fee	\$38,000

### Key Personnel Involve in the project

Rich Peterson— Technician

Site Survey and Data Collection

Scott Richardson—Technician

Site Layout and Design Preparation

Lukasz Lyzwa— Project Engineer

Project Coordination, Specifications Preparation, Bidding Services, Construction Administration, Meeting Attendance, and Communication

Kory Anderson—Principal

Team Support, and Management

Lynn Bradley—Project Manager

Environmental Expertise and Support

**Per the US Small Business Administration standards, General Engineering Company is a small business.**



*Engineers • Consultants • Inspectors*

---

### 2021 ENGINEERING RATE SCHEDULE

Principal	\$130/hr - \$155/hr
Project Engineer or Project Manager	\$90/hr - \$125/hr
Registered Land Surveyor	\$100/hr
Staff Engineer	\$85 - \$105/hr
Technician	\$60 - \$95/hr
Zoning Administrator	\$125 - \$140/hr
Field Crew Chief (1 person Total Station)	\$72.50/hr
Field Crew Chief (1 person GPS)	\$145/hr
Land Survey Crew	\$145/hr
Expert Witness	\$300/hr
Building Inspector	\$75 - \$95/hr
Grant & Funding Staff	\$75 - \$95/hr
Administration and Support Staff	\$45/hr

#### **General Engineering Company**

916 Silver Lake Drive  
PO Box 340  
Portage, WI 53901  
Phone: 608-742-2169  
Fax: 608-742-2592

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

Lobbying Certification

GRANTEE/UGLG NAME: Richland County  
DEHCR GRANT AGREEMENT #: CDBG CL-PF 21-33

**LOBBYING CERTIFICATION**

**FROM THE**

- Municipality/UGLG: \_\_\_\_\_
- Contractor/Sub-Contractor
- Other: \_\_\_\_\_

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

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

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

General Engineering Company

Name of Municipality/UGLG/Business/Firm



Signature of the Chief Elected Official, Owner, or Chief Executive Officer

President

Title

05/14/21  
Date Signed

Bradley R. Boettcher

Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

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

Community Development Block Grant – Potential Conflict of Interest Disclosure

**POTENTIAL CONFLICT OF INTEREST DISCLOSURE**

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

**Do you have family or business ties to any of the people listed below?**

Yes

No

**If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:**

**ELECTED OFFICIALS:**

- Marty Brewer – Richland County Board - Chairman
- Dave Turk – Richland County Board – Vice Chairman
- Sean Murphy-Lopez – Richland County Finance Committee - Chairman

**COUNTY OF RICHLAND - ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:**

- Clinton Langreck – County Administrator
- Jasen Glasbrenner – Richland Economic Development Director

**Description of Relationship(s):**

**Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the Richland County Board and Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).**

Lubast Lyeva  
Printed Name of Individual

Project Engineer  
Title

[Signature]  
Signature

General Engineering Company  
Name of Business/Firm/Company

5/14/2021  
Date Signed [MM/DD/YYYY]

General Engineering Company  
P.O. Box 340  
916 Silver Lake Drive  
Portage, WI 53901



608-742-2169 (Office)  
608-742-2592 (Fax)  
[gec@generalengineering.net](mailto:gec@generalengineering.net)  
[www.generalengineering.net](http://www.generalengineering.net)

*Engineers • Consultants • Inspectors*

**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement for Engineering Services (“**Agreement**”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Client and Engineer.

**ARTICLE 1 – FUNDAMENTAL TERMS**

- 1.1. “**Client**” shall mean \_\_\_\_\_ and its agents, employees, and authorized representatives. Client has an address of P.O. Box 248, Whoville, Wisconsin 53959.
- 1.2. “**Engineer**” shall mean General Engineering Company and its agents, employees, and authorized representatives.
- 1.3. **Project Name & Location.** The name of the project (the “Project”) and its relative location is as follows:
- 1.4. **Project Scope.** Engineer shall provide the services relative to the Project as listed in Exhibit A pursuant to this Agreement (collectively, the “**Work**”). The Work is performed for the sole use and benefit of Client.
- 1.5. **Compensation.** Client shall compensate Engineer for the Work as follows:

\_\_\_ Task 1:

\_\_\_ Task 2:

Time and expense and lump sum contracts do not include expenses and permit fees unless specifically noted. Expenses and permit fees will be invoiced separately from the contract amount. In the event Engineer provides services beyond those provided in Exhibit A at the direction of Client, then Client shall pay Engineer for all such services based on the then current hourly rates (Exhibit B), plus expenses and permit fees, if any. Invoices shall be submitted to Client from time to time and payment is due upon receipt of an invoice. Past due balances shall be subject to a late payment penalty charge at the rate of 1.5% per month (i.e., 18% per annum). In addition, Engineer may, after giving seven (7) days written notice, suspend service under this Agreement until Client has paid in full all amounts due for services rendered and expenses incurred, including any late payment penalty charges. In the event that Engineer suspends service under this Agreement for nonpayment, Client agrees to waive any claim against Engineer and hold it harmless from any claims for loss resulting from the cessation of service.

This Agreement is subject to the terms and conditions as shown on Exhibit B. Engineer and Client have entered into this Agreement as of the date first written above.

**CLIENT:**

\_\_\_\_\_

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

**ENGINEER:**

General Engineering Company

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

Portage • Black River Falls • La Crosse



Consulting Engineering • Structural Engineering • Environmental Services • Building Inspection • Cross Connection Control  
Grants & Funding Services • Land Surveying • Zoning Administration • Mechanical, Electrical, & Plumbing Services • GIS Services



## **EXHIBIT B**

### **ARTICLE 2 - PROJECT ASSUMPTIONS**

Exhibit A sets forth the assumptions upon which Engineer agrees to, and will perform, the Work. This Agreement is subject to all assumptions set forth in Exhibit A.

### **ARTICLE 3 - PERFORMANCE OF THE WORK**

The Work shall be completed in a good and workmanlike manner in accordance with the customary standards of the industry.

### **ARTICLE 4 - ACKNOWLEDGMENTS AND LIMITATIONS**

- 4.1. Acknowledgments.** Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that: (i) Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of any and all information and documents that Client provides to Engineer relative to the Work; and (ii) Engineer shall neither have control over or charge of, nor be responsible for, the acts of Client, or any other persons or entities, with respect to the Work.
- 4.2. Limitations.** Engineer shall not perform, provide, or engage in any of the following: (i) any procedure or service that may damage any improvement or a component of any improvement; (ii) any procedure or service that may be dangerous to Engineer; (iii) the movement or removal of personal property, equipment, vegetation, snow, ice, or debris; (iv) except as otherwise provided in Exhibit A, the movement or excavation of earth; (v) except to the extent provided to Engineer by Client, the review of any public records or other documents or information relating to the Work; or (vi) other limitations set forth in Exhibit A.

### **ARTICLE 5 - WARRANTIES AND REPRESENTATIONS**

- 5.1. Client Warranties.** Client represents and warrants that as of the date of this Agreement and throughout the term of this Agreement: (i) Client has the power and authority to enter into and perform its obligations under this Agreement; (ii) Client shall perform all of its responsibilities under this Agreement utilizing reasonable care and skill in accordance with customary industry standards; (iii) Client has provided to Engineer any and all information and documents that Client is in possession of or of which it has knowledge of relative to the Work; (iv) Client has no knowledge of any facts, information, or documents relevant to the Work not disclosed to Engineer; (v) all documents and information provided to Engineer by Client relevant to the Work are truthful and accurate in all respects; (vi) there are no third parties who are the intended beneficiaries of the Work; and (vii) Client has examined and approved Exhibit A. Client's representations and warranties shall survive the termination, suspension or completion of this Agreement.
- 5.2. Disclaimer.** OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ENGINEER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE SERVICES PROVIDED HEREUNDER BY ENGINEER SHALL NOT BE, NOR ARE THEY INTENDED TO BE, A GUARANTY OR WARRANTY.

### **ARTICLE 6 - MISCELLANEOUS**

- 6.1. Insurance.** Client is responsible for providing any necessary insurance relating to the Work. Client waives all rights of subrogation, and all insurance secured or maintained by Client shall contain a waiver of subrogation in favor of Engineer. Engineer agrees to obtain and maintain, at Engineer's expense, Commercial General Liability Insurance and Workers' Compensation Insurance.
- 6.2. Enforcement.** In the event of any litigation between the parties arising out of or in any way related to this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.
- 6.3. Statute of Limitations.** Any statute of limitations applicable to this Agreement or the services provided by Engineer under this Agreement shall commence to run, and any alleged cause of action shall be deemed to have accrued, upon the completion of the Work. Client acknowledges that this limitation on the applicable statute of limitations is a material term of this Agreement and a material factor in the determination of the fee charged by Engineer.
- 6.4. Use and Ownership of Materials.** All documents, design notes, tracings, computer files, and other materials and documents of Engineer created or acquired in furtherance of the provision of the services to be provided under this Agreement (the "**Project Materials**") are and shall remain the property of Engineer. Client agrees that it shall not, directly or indirectly, at any time reveal, report, publish, disclose or transfer the Project Materials to any person or entity without the advance written consent of Engineer. Client shall defend, indemnify and hold harmless Engineer, its officers, directors, managers, agents and employees, or any of them from and against all injuries, claims, losses or damages whatsoever arising out of or resulting from the unauthorized reporting, publication, disclosure or transmittal of the Project Materials, whether in contract or tort, including, but not limited to, attorneys' fees and litigation costs.
- 6.5. Indemnification.** To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Engineer, its officers, directors, managers, agents and employees, or any of them from and against all injuries, claims, losses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, whether in contract or tort, including, but not



limited to attorneys' fees and litigation costs, excepting only those injuries, claims, losses or damages caused by the negligent acts or omissions of Engineer.

- 6.6. Limitation on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ENGINEER'S LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO CLIENT'S DIRECT DAMAGES AND SHALL NOT EXCEED, INCLUDING ATTORNEY FEES AND LITIGATION COSTS, THE SUM PAID BY CLIENT TO ENGINEER PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES EVEN IF IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE DAMAGES WERE OTHERWISE FORESEEABLE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 6.6. SHALL SURVIVE AND APPLY EVEN IF THE LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT IT WOULD BE UNREASONABLE FOR ENGINEER TO ASSUME AN UNLIMITED AMOUNT OF LIABILITY IN RETURN FOR PERFORMING THE WORK, AND CLIENT ACKNOWLEDGES THAT THIS LIMITATION ON ENGINEER'S LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND A MATERIAL FACTOR IN THE DETERMINATION OF THE FEE CHARGED BY ENGINEER.
- 6.7. Amendment of Agreement.** This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.
- 6.8. Waiver.** The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.
- 6.9. Severability.** If any covenant, term or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term or provision of this Agreement, and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.
- 6.10. Counterparts and Copies.** This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.
- 6.11. Successors and Assigns.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.
- 6.12. Jurisdiction and Governing Law.** All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and Client hereby consents to the jurisdiction of such court. Client hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin.
- 6.13. Integration.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
- 6.14. Force Majeure.** Engineer shall not be liable for any failure of or delay in the performance of any obligation hereunder for the period that such failure or delay is due to Acts of God, governmental actions, or any other cause beyond Engineer's absolute control. Upon the occurrence of any such event, the time required for performance by Engineer of its obligations arising under this Agreement shall be extended by a period equal to the duration of such event.
- 6.15. Lien Notice.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ENGINEER HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENTS ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED ENGINEER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENTS. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE IMPROVEMENTS, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE CLIENT AND CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

#### **ARTICLE 7 – CURRENT HOURLY RATES**

Hourly rates for 2021 for Additional Services are as follows:

Expert Witness	\$300/hr	Registered Land Surveyor	\$100/hr
Principal	\$130/hr - \$155/hr	Field Crew Chief (1 person Total Station)	\$72.50/hr
Project Engineer or Project Manager	\$90/hr - \$125/hr	Field Crew Chief (1 person GPS)	\$145/hr
Staff Engineer	\$85 - \$105/hr	Land Survey Crew	\$145/hr
Technician	\$60 - \$95/hr	Grant & Funding Staff	\$75 - \$95/hr
GIS Staff	\$60 - \$90/hr	Administration and Support Staff	\$45/hr
Building Inspector	\$75 - \$95/hr		

**Portage**

**Black River Falls**

**La Crosse**



## AYRES

See Cost Summary on  
Backside of Page

### EXHIBIT IV Selection Rating System

- |   |                          |
|---|--------------------------|
| 1. Project Coordinator/Lead's Experience  | <u>Maximum 20 Points</u> |
| A. 3 or more years of experience with CDBG or other federal/state programs  | 20 Points                |
| B. 2 years of experience  | 15 Points                |
| C. 1 year of experience   | 10 Points                |
| D. Less than 1 year of experience   | 5 Points                 |
| E. No experience  | 0 Points                 |
| 2. Firm's Project Completion Background   | <u>Maximum 20 Points</u> |
| A. Completion of 3 or more previous, similar type projects within proposed time frame & budget                                | 20 Points                |
| B. Completion of 2 similar projects   | 15 Points                |
| C. Completion of 1 similar project  | 10 Points                |
| D. Working on 1 similar project; not completed  | 5 Points                 |
| E. No work on a similar project   | 0 Points                 |
| 3. References from Similar Projects   | <u>Maximum 10 Points</u> |
| A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service | 10 Points                |
| B. Respondent lists at least 1 previous client  | 5 Points                 |
| C. Respondent lists no previous references  | 0 Points                 |
| 4. Firm's Familiarity with Community's Needs  | <u>Maximum 20 Points</u> |
| A. Firm is thoroughly familiar with community(ies) with similar population and characteristics to Village of Lone Rock        | 20 Points                |
| B. Firm is somewhat familiar with community(ies) with similar population and characteristics to Village of Lone Rock          | 10 Points                |
| C. Firm is unfamiliar with community(ies) with similar population and characteristics to Village of Lone Rock                 | 0 Points                 |
| 5. Responsiveness to Specifications of Project/RFP  | <u>Maximum 20 Points</u> |
| A. Needs of project are fully addressed in Proposal   | 20 Points                |
| B. Needs of project are somewhat addressed in Proposal  | 10 Points                |
| C. Needs of project are not addressed/resolved in Proposal  | 0 Points                 |
| 6. Cost Effectiveness   | <u>Maximum 10 Points</u> |
| A. Budget/proposal includes 3 or more cost effectiveness Components   | 10 Points                |
| B. Budget/proposal includes 1-2 cost effectiveness components   | 5 Points                 |
| C. Budget/proposal does not include cost effectiveness components   | 0 Points                 |
| 7. Budget - (See Exhibit I)   | <u>Maximum 10 Points</u> |
| A. Budget within Village of Lone Rock Park Project capacity as proposed   | 10 Points                |

- |   |                         |
|---|-------------------------|
| B. Budget slightly above Village of Lone Rock Park Project capacity as proposed; potentially feasible with modest adjustment              | 5 Points                |
| C. Budget not reasonably within Village of Lone Rock Park Project capacity as proposed; would require extensive adjustment to be feasible | 0 Points                |
| 8. Minority or Women Business Enterprise, Disadvantaged Business Enterprise, or Section 3/LMI Firm*                                       | <u>Maximum 5 Points</u> |
| A. Firm is MBE, WBE, DBE or Section 3/LMI firm  | 5 Points                |
| B. Firm is not MBE, WBE, DBE or Section 3/LMI firm  | 0 Points                |
| 9. Small Business Firm  | <u>Maximum 5 Points</u> |
| A. Firm is a small business   | 5 Points                |
| B. Firm is not a small business   | 0 Points                |
| • <i>Scoring element was not addressed in proposal</i>  |                         |

**MAXIMUM TOTAL POINTS: 120 POINTS**

**POINTS SCORED = 110**

**Note to Responders of RFP:**

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

<b>Task 1 - Lead Paint &amp; Hazardous Materials Assessment</b>	<b>\$ 8,600</b>
<b>Task 2 - Demolition Specs and Bidding Package Prep.</b>	<b>\$ 23,000</b>
<b>Task 3 – Building Demo, Asbestos Abatement and Site Restoration</b>	<b>\$ 14,300</b>
	<b>\$45,900</b>
<b>With a Deduct of Task 1 which was not a required proposal element</b>	<b>\$37,300</b>

- Firm included proposal element for Hazardous Materials Assessment as Task 1 – This was not a required or requested element of the RFP. On 5/25/21 ED Director Glasbrenner spoke with Bill Honea who indicated that this line could be struck and all elements of the RFP could still be fulfilled. To equally compare all proposals a deduct of \$8,600 is made from this proposal. With the deduction the proposal total is \$37,300. This represents the low proposal amount of this RFP Process
- There was a pricing error on page 19 of their proposal – Proposal amount is \$45,900
- Firm clearly listed Cost Effectiveness Elements within their proposal where the other firms did not. In addition, their proposal amount per the required elements of the RFP represents the best price point which in itself is a cost effectiveness element

## DELTA 3

See Cost Summary on  
Backside of Page

### EXHIBIT IV Selection Rating System

- |   |                          |
|---|--------------------------|
| 1. Project Coordinator/Lead's Experience  | <u>Maximum 20 Points</u> |
| A. 3 or more years of experience with CDBG or other federal/state programs  | 20 Points                |
| B. 2 years of experience  | 15 Points                |
| C. 1 year of experience   | 10 Points                |
| D. Less than 1 year of experience   | 5 Points                 |
| E. No experience  | 0 Points                 |
| 2. Firm's Project Completion Background   | <u>Maximum 20 Points</u> |
| A. Completion of 3 or more previous, similar type projects within proposed time frame & budget                                | 20 Points                |
| B. Completion of 2 similar projects   | 15 Points                |
| C. Completion of 1 similar project  | 10 Points                |
| D. Working on 1 similar project; not completed  | 5 Points                 |
| E. No work on a similar project   | 0 Points                 |
| 3. References from Similar Projects   | <u>Maximum 10 Points</u> |
| A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service | 10 Points                |
| B. Respondent lists at least 1 previous client  | 5 Points                 |
| C. Respondent lists no previous references  | 0 Points                 |
| 4. Firm's Familiarity with Community's Needs  | <u>Maximum 20 Points</u> |
| A. Firm is thoroughly familiar with community(ies) with similar population and characteristics to Village of Lone Rock        | 20 Points                |
| B. Firm is somewhat familiar with community(ies) with similar population and characteristics to Village of Lone Rock          | 10 Points                |
| C. Firm is unfamiliar with community(ies) with similar population and characteristics to Village of Lone Rock                 | 0 Points                 |
| 5. Responsiveness to Specifications of Project/RFP  | <u>Maximum 20 Points</u> |
| A. Needs of project are fully addressed in Proposal   | 20 Points                |
| B. Needs of project are somewhat addressed in Proposal  | 10 Points                |
| C. Needs of project are not addressed/resolved in Proposal  | 0 Points                 |
| 6. Cost Effectiveness   | <u>Maximum 10 Points</u> |
| A. Budget/proposal includes 3 or more cost effectiveness Components   | 10 Points                |
| B. Budget/proposal includes 1-2 cost effectiveness components   | 5 Points                 |
| C. Budget/proposal does not include cost effectiveness components   | 0 Points                 |
| 7. Budget - (See Exhibit I)   | <u>Maximum 10 Points</u> |
| A. Budget within Village of Lone Rock Park Project capacity as proposed   | 10 Points                |

- |   |                         |
|---|-------------------------|
| B. Budget slightly above Village of Lone Rock Park Project capacity as proposed; potentially feasible with modest adjustment              | 5 Points                |
| C. Budget not reasonably within Village of Lone Rock Park Project capacity as proposed; would require extensive adjustment to be feasible | 0 Points                |
| <br>  |                         |
| 8. Minority or Women Business Enterprise, Disadvantaged Business Enterprise, or Section 3/LMI Firm*                                       | <u>Maximum 5 Points</u> |
| A. Firm is MBE, WBE, DBE or Section 3/LMI firm  | 5 Points                |
| B. Firm is not MBE, WBE, DBE or Section 3/LMI firm  | 0 Points                |
| <br>  |                         |
| 9. Small Business Firm  | <u>Maximum 5 Points</u> |
| A. Firm is a small business   | 5 Points                |
| B. Firm is not a small business   | 0 Points                |

**MAXIMUM TOTAL POINTS: 120 POINTS**

**POINTS SCORED = 105**

**Note to Responders of RFP:**

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

<b>Design Eng. Services</b>	<b>\$ 23,950</b>
<b>Bid Process / Construction Contract</b>	<b>\$ 1,000</b>
<b>Construction Engineering Services</b>	<b>\$ 21,500</b>
	<b>\$46,450</b>

- Proposal did not have a formal cover letter
- I called Bart of Delta 3 to try to determine if there was an allowance for hazardous testing in his Design and Engineering Services line item. The RFP did not specify that there should be an allowance included, Delta 3's proposal did not identify an amount for testing, and the phone conversation did not reveal a specific amount that was included for testing. As a result of these findings it is believed that testing was not included in the proposal.
- Cost Effectiveness was not directly addressed and the proposal total is \$9,150 more than the low proposal of \$37,300

## GENERAL

See Cost Summary on  
Backside of Page

### EXHIBIT IV Selection Rating System

- |   |                          |
|---|--------------------------|
| 1. Project Coordinator/Lead's Experience  | <u>Maximum 20 Points</u> |
| A. 3 or more years of experience with CDBG or other federal/state programs  | 20 Points                |
| B. 2 years of experience  | 15 Points                |
| C. 1 year of experience   | 10 Points                |
| D. Less than 1 year of experience   | 5 Points                 |
| E. No experience  | 0 Points                 |
| 2. Firm's Project Completion Background   | <u>Maximum 20 Points</u> |
| A. Completion of 3 or more previous, similar type projects within proposed time frame & budget                                | 20 Points                |
| B. Completion of 2 similar projects   | 15 Points                |
| C. Completion of 1 similar project  | 10 Points                |
| D. Working on 1 similar project; not completed  | 5 Points                 |
| E. No work on a similar project   | 0 Points                 |
| 3. References from Similar Projects   | <u>Maximum 10 Points</u> |
| A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service | 10 Points                |
| B. Respondent lists at least 1 previous client  | 5 Points                 |
| C. Respondent lists no previous references  | 0 Points                 |
| 4. Firm's Familiarity with Community's Needs  | <u>Maximum 20 Points</u> |
| A. Firm is thoroughly familiar with community(ies) with similar population and characteristics to Village of Lone Rock        | 20 Points                |
| B. Firm is somewhat familiar with community(ies) with similar population and characteristics to Village of Lone Rock          | 10 Points                |
| C. Firm is unfamiliar with community(ies) with similar population and characteristics to Village of Lone Rock                 | 0 Points                 |
| 5. Responsiveness to Specifications of Project/RFP  | <u>Maximum 20 Points</u> |
| A. Needs of project are fully addressed in Proposal   | 20 Points                |
| B. Needs of project are somewhat addressed in Proposal  | 10 Points                |
| C. Needs of project are not addressed/resolved in Proposal  | 0 Points                 |
| 6. Cost Effectiveness   | <u>Maximum 10 Points</u> |
| A. Budget/proposal includes 3 or more cost effectiveness Components   | 10 Points                |
| B. Budget/proposal includes 1-2 cost effectiveness components   | 5 Points                 |
| C. Budget/proposal does not include cost effectiveness components   | 0 Points                 |
| 7. Budget - (See Exhibit I)   | <u>Maximum 10 Points</u> |
| A. Budget within Village of Lone Rock Park Project capacity as proposed   | 10 Points                |



- |    |  |                         |
|----|--|-------------------------|
| B. | Budget slightly above Village of Lone Rock Park Project capacity as proposed; potentially feasible with modest adjustment              | 5 Points                |
| C. | Budget not reasonably within Village of Lone Rock Park Project capacity as proposed; would require extensive adjustment to be feasible | 0 Points                |
| 8. | Minority or Women Business Enterprise, Disadvantaged Business Enterprise, or Section 3/LMI Firm*                                       | <u>Maximum 5 Points</u> |
| A. | Firm is MBE, WBE, DBE or Section 3/LMI firm  | 5 Points                |
| B. | Firm is not MBE, WBE, DBE or Section 3/LMI firm  | 0 Points                |
| 9. | Small Business Firm  | <u>Maximum 5 Points</u> |
| A. | Firm is a small business   | 5 Points                |
| B. | Firm is not a small business   | 0 Points                |

**MAXIMUM TOTAL POINTS: 120 POINTS**

**POINTS SCORED = 95**

**Note to Responders of RFP:**

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

*\*MBE/WBE/DBE and Section 3/LMI Firms are Defined As Follows:*

Minority Business Enterprise (MBE) – Business with at least 51% ownership and control held by minority person(s).

Woman Business Enterprise (WBE) – Business with at least 51% ownership and control held by a woman or women.

Disadvantaged Business Enterprise (MBE) – Small business with at least 51% ownership and control held by person(s) classified as “disadvantaged” individual(s) according to the Wisconsin Department of Transportation standards (<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-program-brochure.pdf>)

Section 3/LMI Firm – Firm with at least 51% ownership interest and control held by low-to-moderate income (LMI) Wisconsin resident(s) (LMI according to HUD LMI limits for the County in which the owner resides); *or* at least 30% of the firm’s full-time permanent employees are Wisconsin LMI residents (LMI based on the HUD LMI income limits for the County in which they live); *or* the owner(s) of the firm commit(s) to awarding at least 25% of its subcontracting dollar amount (i.e., 25% of subcontracting, based on the total amount of subcontracts awarded) to Section 3/LMI firms for the CDBG project.

Small Business will be defined as less than \$16,500,000 in annual revenue as established by the SBA

<b>Design Plans and Specifications</b>	<b>\$ 18,000</b>
<b>Bidding Services</b>	<b>\$ 6,000</b>
<b>General Administration of Construction</b>	<b>\$ 14,000</b>
	<b>\$38,000</b>

- Responsiveness to the RFP scored lower as a result of elements of the proposal not specifically addressing what was asked for
- Cost Effectiveness was not directly addressed

**Richland County, Wisconsin  
REQUEST FOR PROPOSALS (RFP)  
For  
Engineering Services**

**Village of Lone Rock – Village Center Park  
A Community Development Block Grant  
CLOSE Public Facilities (CL-PF)] Project**

April 21<sup>st</sup>, 2021

# Table of Contents

Invitation to Submit Proposal.....	3
Introduction.....	3
Contact Information.....	3
Questions Regarding This RFP.....	3
Addenda Interpretations.....	4
Scope of Services & Deliverables .....	4
Proposal Requirements.....	5
Directions for Submittal .....	5
Proposal Contents .....	6
Proposal Format.....	6
Selection Process Schedule .....	6
Other Conditions of Proposal Submittal .....	6
Evaluation and Selection .....	7
EXHIBIT I .....	8
Project Background and Project Area/Service Area Maps.....	8
EXHIBIT II .....	42
State and Federal Regulatory Requirements for CDBG-Assisted Projects.....	42
EXHIBIT III .....	68
Minimum Qualifications.....	68
EXHIBIT IV .....	69
Selection Rating System .....	69

# Invitation to Submit Proposal

## Introduction

Richland County, Wisconsin, and/or its designated representative is seeking proposals for consulting services relating to the Lone Rock Village Center Park Project. Richland County, WI is receiving federal funding from the Community Development Block Grant (CDBG) CLOSE Program for this project. Proposals will be accepted for engineering services.

Minimum requirements include previous experience in engineering design and construction management on CDBG or similar state/federally funded projects. Proposals will be accepted from individuals, firms, or groups of firms with the demonstrated expertise and experience in these areas of practice.

## Contact Information

To request additional information or to request an RFP packet please contact Jasen Glasbrenner, Richland Economic Development, between the hours of 9:00AM to 4:00pm, Monday - Thursday at 608-649-5961 or email [jasen.glasbrenner@co.richland.wi.us](mailto:jasen.glasbrenner@co.richland.wi.us)

Persons/firms that intend to submit a proposal should send notification of intent to Richland Economic Development with the person's/firm's name and contact information in case of addenda or other changes. Additionally, the RFP may be sent to those persons/firms that are included on the Richland County's persons/firms list that is specifically created for this RFP. Those who Richland Economic Development has sent an RFP and those who have provided contact information through a request for a copy of the RFP or through a notification of intent will receive all information regarding the RFP. The information may include, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes to the RFP schedule.

## Questions Regarding This RFP

This solicitation contains a description of the project and services required. Interested proposers have the responsibility of understanding what is required by this solicitation. During the review of the RFP, if the Proposer discovers any errors, omissions or ambiguities within the RFP, they should identify them in writing and call them to the immediate attention of Jasen Glasbrenner - Richland Economic Development prior to the RFP submission deadline. Richland County, WI and Richland Economic Development shall not be held responsible for any person's/firm's lack of understanding of the project.

Questions for clarification concerning this RFP must be in writing and emailed to Jasen Glasbrenner, Director - Richland Economic Development, at [jasen.glasbrenner@co.richland.wi.us](mailto:jasen.glasbrenner@co.richland.wi.us) on or before Tuesday, May 11<sup>th</sup>, 2021. After this date, questions involving the content or intent of the proposal will not be answered. All questions will be responded to by Jasen Glasbrenner, Director - Richland Economic Development, in writing via email, and provided to all parties requesting an RFP for which the Richland Economic Development has the contact information, and treated as an addendum to the RFP packet.

Richland County, WI makes no representations as to the conditions of the project other than those representations made herein, and no employee or any other representative of Richland County, WI has the

authority to make any oral or written representations as to the conditions of the project. Persons/firms should only contact the person designated above regarding this RFP and should not contact any Richland County or Village of Lone Rock board members, committee members, or any other County or Village of Lone Rock staff for clarification on this RFP.

## Addenda Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. Richland County and Richland Economic Development is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the Richland County will become part of the official RFP and will be emailed to all proposers of record based upon contact information on record at the original time of issuance or subsequently provided.

## Scope of Services & Deliverables

Richland County, WI has applied for federal funding from the Community Development Block Grant (CDBG) Program for the Lone Rock Village Center Park Public Facilities Project.

The focus of the public facilities project will be to purchase land along the main corridor of the community and to develop it into an open space park. Project to include demolition of buildings, and redevelopment of the land into an open space park by adding topsoil, and seeding to establish green space. New sidewalk will replace existing sidewalk in the park and north of the park for better access to the community for the Village of Lone Rock in Richland County, Wisconsin.

### **Village of Lone Rock Community & Project Area Description:**

The Village of Lone Rock is a small community in Richland County with a population of 881 individuals. The project location is located along Commercial Street/133 at 102 E Union Street and the surrounding area; the sidewalk will be replaced two blocks north to E. DR B Reynolds Street see **Exhibits I** for location map.

### **Project Background:**

Background information materials and a Project Area/Service Area Map for the proposed Lone Rock Village Center Park Project location are provided in **Exhibit I** attachments.

### Engineering Services

Refer to the project background. The selected person(s)/firm(s) will conduct activities for and complete an engineering project, including the following:

- Prepare and provide project design plans and scope documents;
- Provide preliminary cost estimates for the demolition of existing buildings and sidewalk, construction of new sidewalk and landscaping/restoration as shown on the attached map;
- Review of environmental assessment materials required for state and federal environmental regulatory compliance;
- Preparation of permit applications;
- Provide bidding plans and documents;
- Assist with bidding and preparation of contract documents;
- Construction contract administration;

- Construction staking and observation;
- Attending Village of Lone Rock Village Board meetings as necessary for the CDBG Project: and
- Complying with CDBG regulations and policies applicable to the Project.

Final plans, specifications and bid documents will be completed within 60 days of the Notice to Proceed. Procurement of said services shall be in accordance with State and Federal regulations applicable to CDBG Projects.

All work to be undertaken as part of this proposed program must be undertaken in accordance with the Federal Code of Federal Regulations, including but not limited to 24 CFR, Part 570 and 24 CFR, Part 58; and other applicable State and Federal requirements. Federal requirements for CDBG projects regarding Conflict of Interest, Lobbying, Federal Labor Standards Provisions (4010), Davis-Bacon and Related Acts, Equal Opportunity/EO 11246, Minority Business Enterprise/Women Business Enterprise (MBE-WBE) and Section 3 are provided in **Exhibit II** attachments included with this RFP. The project may also include Acquisition and Relocation activities, which are subject to the Uniform Relocation Assistance and Real Property Acquisition Act (URA). Applicable requirements must be met by the selected entity for this RFP, and any entities awarded a contract or subcontract for the CDBG Project.

## Proposal Requirements

### Directions for Submittal

Proposals must be received at the Richland Economic Development Office. Direct submittals to Jasen Glasbrenner, Director - Richland Economic Development, Labeled "ATTN: Lone Rock Village Center Park – CDBG Close Project", 450 South Main Street, Richland Center, WI 53581; or via email to [jasen.glasbrenner@co.richland.wi.us](mailto:jasen.glasbrenner@co.richland.wi.us) with the Subject of "ATTN Lone Rock Village Center Park – CDBG Close Project", no later than 4pm on Friday, May 14, 2021. Richland County and Richland Economic Development reserve the right to reject any and all Proposals not meeting the requirements of this Request for Proposals for consulting services.

Persons requesting ADA assistance accommodations for hearing and speech impaired may contact Jasen Glasbrenner, Director – Richland Economic Development at 608-649-5961 or [jasen.glasbrenner@co.richland.wi.us](mailto:jasen.glasbrenner@co.richland.wi.us)

Individuals/firms interested in being considered for this project must submit a proposal detailing qualifications, technical expertise, management and staff capabilities, related prior experience, and a detailed cost estimate for the Scope of Services described above. The objective of the competitive process is to objectively select the firm that will provide high-quality, efficient, and cost-effective services. The selected person(s)/firm(s) will be invited to contract with Richland County, WI for consulting services.

**Exhibit III**, attached to this RFP, represents the qualifications sought for the engineering consulting services. These criteria have been established to assure the Community of professional expertise with adequate experience and capacity to ensure successful completion of the proposed project within the allocated time constraints.

**Exhibit IV**, attached hereto, is a Rating System that will be utilized for selection of the consultant. This rating system will be employed by the community in determining which proposal best meets the needs as outlined in this RFP.



## Proposal Format

The proposal must be submitted in typed format with the items to be included in the proposal placed in the same order as described in above. The proposal must be signed by the submitter or authorized representative and dated. The pages of the proposal must be numbered in consecutive order and should not exceed the maximum sheet size of 8.5" x 11." The name, mailing address, phone number and email address of the Proposer should be placed in the upper left corner on the cover page of the Proposal.

## Proposal Contents

1. Cover Letter.
2. Project scope statement describing the work to be undertaken, include the services outlined in the RFP, and any modifications or expansion of the scope provided in order to deliver the engineering consulting services.
3. Project work plan indicating mechanisms proposed to coordinate the work effort with Richland County, the Village of Lone Rock and the Grant Administrator.
4. Proposer's profile and a clear concise statement with:
  - a. Examples indicating past performance and familiarity with the type of work detailed in the RFP
  - b. Examples of implementation of the Proposer's work/services in other communities and noted successes
  - c. A list of client references for which Proposer provided similar services as described in the RFP.
5. Project team statement indicating the professional and technical qualifications of the key persons who will be assigned to the project and their responsibilities within the Scope of Services. Resumes for key personnel should be included in the proposal appendices.
6. Project budget with estimated level of effort for each member of the team and for each major task.
7. Fee schedule for personnel involved with the project.
8. Copy of professional services agreement.

## Selection Process Schedule

Richland County, WI anticipates authorizing a contract for this work no later than June 2021 with a notice to proceed no later than June 2021. The scope of services will take place over a twelve-month period. Richland County's preference is to have the Village Center Park Public Facilities project completed no later than June 2022. Responding persons/firms should comment on the above schedule as part of their proposal and state how realistic it is to achieve substantial completion of the work by June 2022.

## Other Conditions of Proposal Submittal

1. Only one proposal will be accepted from any person, firm or entity.
2. No proposal will be accepted from any person, firm or entity that is in arrears for any obligation to Richland County or the Village of Lone Rock, is debarred from contracting for federally funded projects, or that otherwise may be deemed irresponsible or unresponsive by Richland County and the Village of Lone Rock, Village Board or Village of Lone Rock staff.
3. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.
4. Requirements and conditions of employment and contracting to be observed for compliance with Conflict of Interest, Lobbying, and Section 3, Affirmative Action, Equal Opportunity, Minority-

Business Enterprise/Women Business Enterprise (MBE/WBE), Federal Labor Standards, and Davis-Bacon and Related Acts (DBRA)] regulations apply to this project.

Refer to **Exhibit II** attachments for the CDBG Project requirements.

## Evaluation and Selection

Final selection of the engineering services provider will be based upon the maximum total points scored as set forth in the Rating System in **Exhibit IV**.

Richland County, WI reserves the right to negotiate a contract with the services provider selected to perform the professional services required.

Richland County, WI reserves the right to reject any and all responses submitted. If you have any questions regarding this Request for Proposals, please contact:

Jasen Glasbrenner  
Director – Richland Economic Development  
[jasen.glasbrenner@co.richland.wi.us](mailto:jasen.glasbrenner@co.richland.wi.us)  
608-649-5961

## EXHIBIT I

### Project Background and Project Area/Service Area Maps

CDBG CLOSE Grant Application

# Village Center Park

# Village of Lone Rock, Wisconsin

*Prepared For:*  
Richland County  
181 West Seminary Street  
Richland Center, WI 53581

*Prepared By:*  
Vierbicher  
400 Viking Drive  
Reedsburg, WI 53959

© 2021 Vierbicher Associates, Inc

vierbicher  
planners | engineers | advisors



# STATE OF WISCONSIN

Department of Administration



## Community Development Block Grant CLOSE – Public Facilities (CDBG CL-PF)

### Grant Application


Revised 04/17/2019



**Wisconsin Department of Administration  
Division of Energy, Housing and Community Resources**

**Community Development Block Grant CLOSE  
Public Facilities (CDBG CL-PF)  
Grant Application**

PART 1 - GRANT REQUEST		
Grant Request Amount: \$ 481,750	Other Funding, if applicable: \$ 0.00	Total Project Cost: \$ 481,750
Project Scope: <input checked="" type="checkbox"/> Community-Wide <input type="checkbox"/> Neighborhood, District, or Site-Specific		
Project Title: Village of Lone Rock Village Center Park		
Brief Project Description: The Village will purchase land of a blighted parcel along the main corridor of the community, demolish buildings, and redevelop the land into a park. New sidewalk will be constructed in the park and north of the park for better access to the community.		
If Project receives CDBG funding: Project Begin Date (MM/YY): <u>05</u> / <u>2021</u> Project Completion Date (MM/YY): <u>05</u> / <u>2023</u>		

PART 2 - APPLICANT INFORMATION		
<b>APPLICANT</b> (Unit of General Local Government [UGLG]): Richland County		Population: 17,746
UGLG Type: <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input checked="" type="checkbox"/> County	County: Richland	
Senate District #: 17	Assembly District #: 51	
Joint Application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit[s] of government):		
Chief Elected Official (CEO): Marty Brewer		Title: County Board Chair
Clerk: Victor V. Vlasak		Title: Clerk
Municipal Administrator: Clint Langreck		Title: Administrator
Treasurer/Finance Director: Julie Keller		Title: Treasurer
UGLG Street Address: 181 West Seminary Street		
UGLG Mailing Address if different than above:		
City: Richland Center	Zip: 53581	DUNS #: 082807454
UGLG Phone: (608) 649-5961	UGLG Fax: (608) 647-6134	FEIN: 39-6005735
UGLG E-Mail: jasen.glasbrenner@co.richland.wi.us		Clerk E-Mail: victor.vlasak@co.richland.wi.us
If the UGLG contracted with a third party to complete this application, please provide the contract amount for application preparation services: \$ <u>4,500.00</u>		
Chief Elected Official's Signature: 		Date: <u>1-28-21</u>
Application Contact		
Name: Kurt Muchow		Title: Community Development Consultant
Firm/Company/Entity: Vierbicher		



Mailing Address: 400 Viking Dr		
City: Reedsburg	State: WI	Zip: 53959
Phone: (608 ) 402 - 6378	Fax: (608 ) 402 - _6378_	E-Mail: kmuc@vierbicher.com

### PART 3 - INITIAL ELIGIBILITY

Provide or acknowledge the following to demonstrate initial application eligibility. *Contact the Bureau of Community Development if any answer in this section is "No":*

**Yes No**

- 1. The Unit of General Local Government (UGLG) certifies that it is a non-entitlement community that does not receive CDBG funds directly from the Department of Housing and Urban Development (HUD).
- 2. UGLG's adopted *Citizen Participation Plan* is attached.
- 3. Documentation of the first public hearing notice, verifying that the notice was published in accordance with the UGLG's *Citizen Participation Plan* in effect on the date of the first notice; and adequate advance notice was given for the public hearing in accordance with the UGLG's *Citizen Participation Plan* in effect on the date of the first notice **and** no less than the equivalent of a Class 2 Notice, is attached.
- 4. *Citizen Participation Public Hearing Certification* is attached.
- 5. Public Hearing Meeting Minutes [with attendees listed in the Minutes or on separate sign-in sheet(s) provided] are attached.
- 6. *Authorizing Resolution to Submit CDBG Application* is attached.
- 7. *Statement of Assurances* is attached.
- 8. *Lobbying Certification* is attached.
- 9. *Potential Fair Housing Actions* checklist is attached.
- 10. The UGLG acknowledges that if the project is funded, the UGLG will be required to complete the environmental review process **before** the UGLG can receive grant funds.
- 11. The UGLG acknowledges that if this project is funded, Professional Services for Grant Administration will be properly procured in compliance with Federal, State, and local requirements.
- 12. The UGLG understands that the contract for professional services is between the UGLG and the professional services provider; the State is **not** responsible or a part of that relationship.
- 13. The UGLG acknowledges responsibility for ensuring that CDBG contract requirements are met. The fees paid for grant application preparation and grant administration may be published on DEHCR's web page.
- 14. The UGLG certifies it is not debarred from receiving federal grant funds.
- 15. The UGLG understands that incomplete applications may be denied before review and denial of incomplete applications **cannot** be appealed.

**By initialing, the Chief Elected Official (CEO) certifies that the eligibility information noted above is complete and accurate.**

*Contact the Bureau of Community Development if any answer in this section is "No."*

## PART 4 - CDBG NATIONAL OBJECTIVE AND PROJECT BENEFICIARIES

1. Will the proposed project benefit the entire community?  Yes  No
- How many total individuals will benefit from the project? 881
  - Of those who will benefit, how many individuals meet the qualification of LMI? 500
2. Which CDBG National Objective does your proposed project meet and which method(s) was/were used to demonstrate National Objective compliance? (Answer using the checkboxes below.)
- Benefit to Low- and Moderate-Income Persons
- Area Benefit using HUD Local Government LMI Summary Data  
(only for projects having community-wide benefit or having primary benefit to multiple entire communities)
  - Area Benefit using HUD Census Block LMI Summary Data  
(only for projects with a service area that is coterminous with one or more census blocks)
  - Area Benefit using Income Survey Data  
(for projects for which an income survey was conducted to determine the LMI percentage of the service area)
  - Area Benefit using combination of HUD LMI Summary Data and Income Survey Data  
(for projects for which the LMI percentage calculation for the total service area was made by using the aggregate totals for the population and number of LMI persons from a combination of HUD LMISD for part of the service area and income survey data for the rest of the service area)
  - Limited Clientele - HUD presumed group: \_\_\_\_\_  
(or if based on nature of project and location, provide justification below, and attach map detailing supporting information for service area)
- Prevention/Elimination of Slum and Blight
- Area Basis (Attach a completed Slum and Blight Certification Form and supporting documents including a map of service area)
  - Spot Basis (Attach a completed Slum and Blight Certification Form and supporting documents including a map of service area)
- Urgent Local Need (ULN)
- HUD's regulation found at 24 CFR 570.483 (d) and policy guidance in meeting a National Objective states that to qualify under the Urgent Local Need Objective the project activity must alleviate conditions that meet **all** of the following criteria:
1. Pose a serious and immediate threat to the health or welfare of the community; and
  2. Are of recent origin or which recently became urgent, meaning that the conditions developed or became critical within 18 months preceding the certification; and
  3. The local government is unable to finance the activity on its own, and other sources of funding are not available to carry out the activity.

Please note: Additionally, HUD's guide to "*Meeting a National Objective*" states planning grants are not allowed under the Urgent Local Need objective and activities designated solely to *prevent* a threat will not qualify. Provide justification below.

(Insert Text Here.)

## PART 5 – PROJECT DESCRIPTION NARRATIVE (2 Pages Max.)

1. Current condition of the problem:

(The buildings and grounds are located at 102 E Union Street Lone Rock, WI. This location is in the downtown corridor and along the main corridor of the Village. The property is blighted, in disrepair, and not maintained at a level that is conducive to creating an attractive downtown area. The business that occupies the space, Ewers Construction – a commercial excavation and demolition company, while important to Lone Rock, does not represent a business type that is appropriate for the downtown corridor. Because of the blighted property it is extremely difficult to promote the Village of Lone Rock downtown area to potential new businesses. This stifles the likelihood of new businesses locating nearby or even new residents wanting to live in the Village

Additionally, the Village lacks open park space, which is a concern for the community. Access to parks and open space is an important for quality of life in communities. Parks and open space improve our health, strengthen our community, and make our communities more attractive places to live and work.)

2. Frequency with which the problem occurs:

The current business has been there for many years with little maintenance over the years. The blight is consistent and can be seen daily by residents and travelers. The Comprehensive Economic Development Strategy (CEDs) completed in 2018 for Richland County identifies several barriers to economic development. Those barriers include blight and lack of parks. )

3. Number of persons and/or households affected by the problem:

The current blight and lack of adequate park space impacts the entire community, which has a population of 881.)

4. Effect(s) of the problem if left untreated:

If left untreated, the parcel will continue to have a blighting influence on the community, plus impact our ability to attract new businesses to the community. Additionally, residents will not be able to enjoy additional green space, which is a major factor in health and happiness.

5. Extent to which this proposed CDBG CL-PF project will address the problem:

The proposed project will move the property into Village ownership, will remove all blighted buildings, and create a Village Center Park. It will also install new sidewalk for a substantial distance north of the park. These project elements will greatly improve the attractiveness of the downtown area of Lone Rock increasing the desire of people to spend time there and the likelihood of new businesses locating nearby. By accomplishing this project the Village will remedy blight and create more park space.)

6. Scope of work:

The Village will purchase land of a blighted parcel along the main corridor of the community, demolish buildings, and redevelop the land into a park. Top soil will be added along with grading and seeding to establish green space. New sidewalk will be constructed in the park and north of the park for better access to the community. The Village has a signed offer to purchase the property for \$178,000 plus \$5,000 for closing costs. )

7. Extent to which CDBG Close funding is needed to complete the project:

Lone Rock, like many small rural villages, has difficulty attracting people to their community. This reality contributes to financial hardships for Village government. This CDBG CLOSE Grant will fund 100% of the proposed project and will serve as a great improvement to the community. Without this program is it highly unlikely that Lone Rock would be able to advance their community in the areas that are addressed)

# FINANCIAL

## ATTACHMENTS AND SUPPORTING DOCUMENTATION

Attach this cover page, followed by the documents in the order listed below, to the end of the Application **after** the Citizen Participation attachment(s).

Attachment(s):

6. Detailed Itemization of Project Costs (including applicable supporting documentation for the Budget in Part 6 of this application; e.g., engineer's estimate or similar itemization of costs to verify the costs listed in the Budget) – **Required for ALL applicants**

## CDBG-CLOSE PROJECT BUDGET

CONTRACT #:   
*(enter only after award)*

GRANTEE: Richland County

DATE: 1 / 29 / 2021

ACTIVITY	CDBG CLOSE FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS <i>(by Activity)</i>
Acquisition - Land	\$ 183,000.00	\$ -	\$ 183,000.00
Acquisition - Building(s)	\$ -	\$ -	\$ -
Building Improvements		\$ -	\$ -
Center/Facility Construction	\$ -	\$ -	\$ -
Public Services	\$ -	\$ -	\$ -
Clearance - Site	\$ 152,400.00	\$ -	\$ 152,400.00
Curb and Gutter	\$ -	\$ -	\$ -
Electrical System Improvements	\$ -	\$ -	\$ -
Environmental Remediation	\$ -	\$ -	\$ -
Equipment		\$ -	\$ -
Fire Station	\$ -	\$ -	\$ -
Relocation	\$ -	\$ -	\$ -
Sanitary Sewer	\$ -	\$ -	\$ -
Storm Sewer	\$ -	\$ -	\$ -
Street(s)/Sidewalk(s)	\$ 72,400.00	\$ -	\$ 72,400.00
Wastewater Treatment Facility	\$ -	\$ -	\$ -
Water	\$ -	\$ -	\$ -
Fixtures	\$ -	\$ -	\$ -
Furnishings		\$ -	\$ -
Engineering	\$ 56,200.00	\$ -	\$ 56,200.00
Grant Administration	\$ 17,750.00	\$ -	\$ 17,750.00
<b>Sub-Total(s):</b>	<b>\$ 481,750.00</b>	<b>\$ -</b>	<b>\$ 481,750.00</b>

*Continued on the next page.*

GRANTEE: Richland County

DATE: 1 / 29 / 2021

**Summarize the non-CLOSE Match Funding sources and amounts for this CDBG project:**

Source: _____	Amount: \$ 0.00	Status: <input type="checkbox"/> Pending <input type="checkbox"/> Committed <input type="checkbox"/> Other <input type="checkbox"/> Applied <input type="checkbox"/> Secured/Awarded
Source: _____	Amount: \$ 0.00	Status: <input type="checkbox"/> Pending <input type="checkbox"/> Committed <input type="checkbox"/> Other <input type="checkbox"/> Applied <input type="checkbox"/> Secured/Awarded
Source: _____	Amount: \$ 0.00	Status: <input type="checkbox"/> Pending <input type="checkbox"/> Committed <input type="checkbox"/> Other <input type="checkbox"/> Applied <input type="checkbox"/> Secured/Awarded
Source: _____	Amount: \$ 0.00	Status: <input type="checkbox"/> Pending <input type="checkbox"/> Committed <input type="checkbox"/> Other <input type="checkbox"/> Applied <input type="checkbox"/> Secured/Awarded
Source: _____	Amount: \$ 0.00	Status: <input type="checkbox"/> Pending <input type="checkbox"/> Committed <input type="checkbox"/> Other <input type="checkbox"/> Applied <input type="checkbox"/> Secured/Awarded

For any source with a status of "Other" provide a brief explanation (no more than a one-sentence narrative per source).

(Insert Text Here)

**Documentation to verify that all matching funds have been secured must be submitted to DEHCR prior to the Grant Agreement being executed, upon award and acceptance of award.**

Does the UGLG anticipate using CDBG funds to pay for Grant Administration or any other professional services associated with this project?

Yes

***If yes, the services must be competitively procured in accordance with state and federal CDBG requirements set forth in Chapter 3 of the CDBG Implementation Handbook, and meet the UGLG's local procurement policy***

No

***If no, the services must be secured using a process that is in compliance with the UGLG's local procurement policy.***



**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON December 15, 2020 [DATE] IS ~~(AGENT OF BUYER)~~  
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Village of Lone Rock, Government Entity

4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 102 E. Union St. Tax Parcel  
5 #146-1028-0100 in the Village  
6 of Lone Rock, County of Richland, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:  
8 ■ PURCHASE PRICE: One Hundred Seventy-Eight Thousand

9 \_\_\_\_\_ Dollars (\$ 178,000.00 ).  
10 ■ EARNEST MONEY of \$ N/A accompanies this Offer and earnest money of \$ N/A will be  
11 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer  
15 not excluded at lines 20-22, and the following additional items: None

16 \_\_\_\_\_  
17 \_\_\_\_\_

18 All personal property included in purchase price will be transferred by bill of sale or None

19 \_\_\_\_\_

20 ■ NOT INCLUDED IN PURCHASE PRICE: ALL personal property to be removed by close. Personal Property to  
21 include items no longer desired by seller. Property to be free and clear of any debris, clutter,  
22 trash etc.

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded  
24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from  
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before  
30 January 11, 2021. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF  
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): Corey Ewers, Managing Member

39 Buyer's recipient for delivery (optional): Dan Quinn, Mayor Village of Lone Rock

40  (2) **Fax**: fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

42  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
44 line 47 or 48.

45  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: \_\_\_\_\_

48 Delivery address for Buyer: \_\_\_\_\_

49  (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a  
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,  
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): cewers03@gmail.com

54 E-Mail address for Buyer (optional): tedgreenheck@driftlessareallc.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated December 1, 2020  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and  
61 \_\_\_\_\_

62 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**  
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**  
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**  
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than August 1, 2021  
68 if not sooner at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and no other.  
71 \_\_\_\_\_

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77  N/A Current assessment times current mill rate (current means as of the date of closing)

78  N/A Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if  
79 known, multiplied by current mill rate (current means as of the date of closing)

80 \_\_\_\_\_  
81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**  
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**  
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84  N/A Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for  
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)~~  
94 ~~and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,~~  
95 ~~are \_\_\_\_\_.~~

96 \_\_\_\_\_ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: No other  
106 \_\_\_\_\_ . If "Time  
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116 **N/A** PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

117 \_\_\_\_\_  
118 \_\_\_\_\_ [insert proposed use and type and size of building, if applicable; e.g.  
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at  
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:  
130 \_\_\_\_\_  
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

133  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_  
137 \_\_\_\_\_ **CHECK ALL THAT APPLY** , for the Property for its proposed use described  
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

140 **N/A** **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is  
141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days of  
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
144 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: \_\_\_\_\_

146 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features  
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**  
151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
156 void.

157 **N/A** **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within  
158 \_\_\_\_\_ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.
- 162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.
- 164  Rent roll.
- 165  Other \_\_\_\_\_

166 \_\_\_\_\_  
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 **N/A FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
230 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
231 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly  
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount  
234 not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall  
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to  
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

- 238  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.
- 239  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be  
240 fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
241 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to  
242 reflect interest changes

243 **If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286**  
244 **or in an addendum attached per line 479.**

245 **NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that**  
246 **purpose.**

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to  
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to  
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**  
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**  
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

253 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,**  
254 **BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S**  
255 **AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers  
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of  
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days  
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain  
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer  
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's  
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written  
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage  
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for  
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this  
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense  
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an  
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless  
273 Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not  
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide**  
276 **adequate time for performance.**

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)  
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's  
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate  
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide  
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,  
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property  
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from  
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be  
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written  
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after  
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not  
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;  
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader  
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to  
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.  
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker  
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit  
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the  
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good  
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations  
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.



340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if  
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and  
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility  
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed  
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
346 \_\_\_\_\_

347 \_\_\_\_\_  
348 \_\_\_\_\_ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**  
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**  
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a  
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.  
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if  
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
362 commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the  
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which  
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within  
366 \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a  
367 reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver  
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said  
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does  
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable  
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**  
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**  
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**  
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**  
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **N/A ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~  
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also  
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written  
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal  
 398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or  
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the  
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**  
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**  
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**  
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties  
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer  
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for  
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed  
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of  
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property  
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to  
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and  
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at  
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating  
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,  
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the  
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An  
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for  
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as  
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these  
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon  
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except  
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**  
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**  
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed  
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections  
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **N/A** INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_

453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**  
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will  
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.


471 **N/A** CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_

475 \_\_\_\_\_  
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be  
478 null and void.

479  **ADDENDA:** The attached \_\_\_\_\_ **Addendum No. 1, RECR and Add. S** \_\_\_\_\_ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_ **Ted Greenheck, Driftless Area Group** \_\_\_\_\_  
481 \_\_\_\_\_ on \_\_\_\_\_ **12/14/2020** \_\_\_\_\_

482 Buyer Entity Name (if any): \_\_\_\_\_ **Village of Lone Rock** \_\_\_\_\_

483 (X)  \_\_\_\_\_  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► **Dan Quinn, Mayor - Village of Lone Rock** Date ▲ \_\_\_\_\_

485 (X) \_\_\_\_\_  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**  
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**  
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): \_\_\_\_\_ **Ewers Contracting Inc.** \_\_\_\_\_

493 (X)  \_\_\_\_\_ **12-22-2020**  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► **Corey Ewers** Date ▲ \_\_\_\_\_

495 (X)   \_\_\_\_\_ **12-22-2020**  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► **Kevin Ewers and Chris Ewers** Date ▲ \_\_\_\_\_

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_ **Ted Greenheck, Driftless Area LLC** \_\_\_\_\_  
498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum No. 1

- 1) This property is being sold as: "AS IS, AS Stands, Where Is". Seller makes no representation or warranties regarding the condition of the property.
- 2) This Offer is contingent upon the Village of Lone Rock obtaining a CDBG Close Program Grant by August 1, 2021. If the Village is unsuccessful in obtaining said Grant, this offer shall be null and void.
- 3) Upon Successful Grant approval, the Buyer shall agree to pay the following closing costs:
  - a) Title Insurance Policy
  - b) Gap Insurance Policy
  - c) Title Companies Closing Cost
  - d) Deed Prep by attorney
  - e) WI RE Transfer Return Document
  - d) All Recording fees for Deed and Tax Documents.Seller will be responsible for their proration of RE Property Tax in 2021 up to closing date, and the Wisconsin RE Transfer Tax, along with mortgages releases payoff and overnight fees.
- 4) The Seller's is responsible to ensure the property is and clear of any liens or judgements placed upon property and Sellers Cost if any.

**SELLER DISCLOSURE REPORT - COMMERCIAL**

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 102 E. Union St IN THE  
Village (~~CITY~~) (~~VILLAGE~~) (~~TOWN~~) OF Lone Rock, COUNTY OF  
Richland STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT  
 PROPERTY AS OF 12 (MONTH) 1 (DAY) 2020 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

**NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS**

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

**A. OWNER'S INFORMATION**

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.
- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.
- A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

**B. STRUCTURAL AND MECHANICAL**

	YES	NO	N/A
B1. Are you aware of defects in the roof?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2. Are you aware of defects in the electrical system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3. Are you aware of defects in part of the plumbing system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B9. Explanation of "yes" responses <u>Roof is near end of life span</u>			

**C. ENVIRONMENTAL**

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C9. Explanation of "yes" responses _____			

**D. STORAGE TANKS**

	YES	NO	N/A
D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D3. Explanation of "yes" responses <u>Tanks have been removed from property</u>			

**E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.**

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E2. Are you aware that remodeling was done that may increase the property's assessed value?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3. Are you aware of pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E8. Explanation of "yes" responses _____			

**F. LAND USE**

	YES	NO	N/A
F1. Are you aware of any zoning code violations with respect to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F4. Are you aware of conservation easements on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F5. Are you aware of restrictive covenants or deed restrictions on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



- |  | YES                      | NO                                  | N/A                      |
|--|--------------------------|-------------------------------------|--------------------------|
| F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. <u>Use Value.</u>  |                          |                                     |                          |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware there is not legal access to the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <a href="http://dnr.wi.gov/topic/waterways">http://dnr.wi.gov/topic/waterways</a> for more information.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or <a href="http://www.wihist.org/burial-information">www.wihist.org/burial-information</a> ).   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Explanation of "yes" responses _____  |                          |                                     |                          |

**G. ADDITIONAL INFORMATION**

- |   | YES                      | NO                                  | N/A                      |
|---|--------------------------|-------------------------------------|--------------------------|
| G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G10. Are you aware of leased parking?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G11. Are you aware of other defects affecting the property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G12. The owner has owned the property for <u>14</u> years.  |                          |                                     |                          |
| G13. Explanation of "yes" responses _____   |                          |                                     |                          |

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

**OWNER'S CERTIFICATION**

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): Ewers Contracting Inc

Name & Title of Authorized Representative Signing for Entity: Cory Ewers Owner

Authorized Signature for Entity: Cory Ewers Date 12-1-2020

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION BY PERSON SUPPLYING INFORMATION**

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): \_\_\_\_\_

Name & Title of Authorized Representative Signing for Entity: \_\_\_\_\_

Authorized Signature for Entity: \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective buyer \_\_\_\_\_ Date \_\_\_\_\_

**OFFER ADDENDUM S - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

1 **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a  
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from  
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in  
4 young children may produce permanent neurological damage, including learning disabilities, reduced  
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular  
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the  
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the  
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or  
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 102 E. Union Street, Lone Rock  
11 \_\_\_\_\_, Wisconsin.

12 **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or  
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: \_\_\_\_\_

15 \_\_\_\_\_  
16 *(Explain the information known to Seller, including any additional information available about the basis for the determination  
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all  
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 \_\_\_\_\_  
21 *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,  
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their  
24 knowledge, that the information provided by them is true and accurate.

25 (X) \_\_\_\_\_ 12/22/2020  
26 *(ALL Sellers' signatures)* ▲ Print Names Here ▶ *Cory Ewers* Kevin Ewers Chris Ewers (Date) ▲

**Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,  
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated  
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this  
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information  
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA  
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based  
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional  
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the  
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based  
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any  
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available  
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any  
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis  
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or  
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports  
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.  
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or  
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer  
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting  
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target  
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,  
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller  
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no  
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:  
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,  
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under  
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure  
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes  
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as  
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance  
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred  
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,  
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate  
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)  
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;  
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)  
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular  
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their  
118 knowledge, that the information provided by them is true and accurate.

119 (X) \_\_\_\_\_ 12/22/2020  
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Ted Greenheck, Driftless Area LLC (Date) ▲

121 (X) \_\_\_\_\_  
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is  
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties  
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of  
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity  
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is  
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131  **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses  
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency  
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within  
135 \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice  
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report  
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not)  STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to  
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days  
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that  
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and  
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will  
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the  
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,  
146 in conformance with the requirements of all applicable law.

147  Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148  Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
154 knowledge, that the information provided by them is true and accurate.

155 (X) \_\_\_\_\_ 12/22/2020  
156 (ALL Buyers' signatures)▲ Print Names Here ▶ Dan Quinn - Mayor - Village of Lone Rock (Date) ▲  
157

# Division of Energy, Housing and Community Resources

## Community Development Block Grant – Acquisition, Relocation, & Demolition Questionnaire

UNIT OF GENERAL LOCAL GOVERNMENT (UGLG) NAME: Richland County

### ACQUISITION, RELOCATION, & DEMOLITION QUESTIONNAIRE for a Community Development Block Grant (CDBG)

This questionnaire will be used by the Division of Energy, Housing and Community Resources to determine if you have adequately planned and budgeted for acquisition, relocation, down payment assistance, rehabilitation, and demolition activities related to your proposed CDBG project. Requirements are referenced in the Uniform Relocation and Real Property Acquisition Policies of 1970, as amended (URA) and Section 104(d) of the Housing and Community Development Act (Barney Frank Amendment).

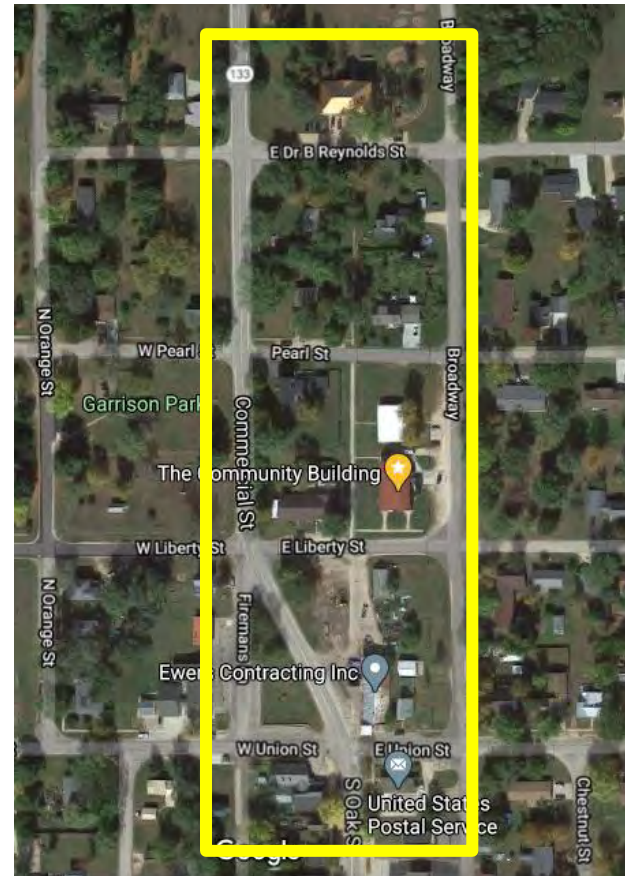
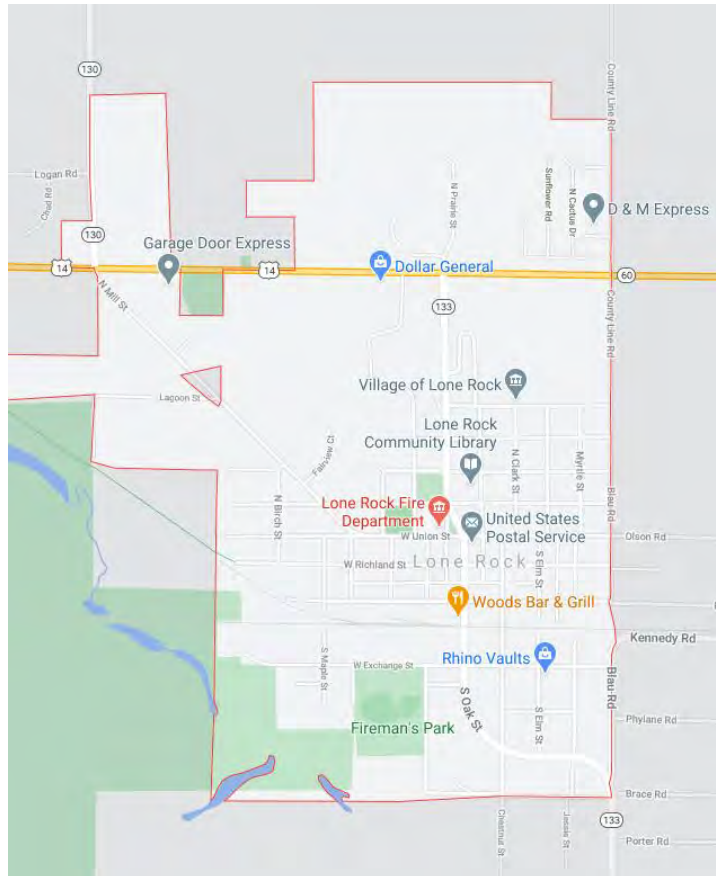
Answer the following Acquisition, Relocation, Demolition, and Conversion questions (**Yes**, **No**, or **N/A**).  
The proposed CDBG project will involve the:

1. Yes Voluntary Acquisition of:
  - n/a Temporary easement(s)
  - n/a Permanent easement(s)
  - n/a Vacant land
  - Yes Land and building(s)
  - no *Will tenants be, or have they been, displaced?*
  
2. N/A Involuntary Acquisition of:
  - n/a Temporary easement(s)
  - n/a Permanent easement(s)
  - n/a Vacant land
  - n/a Land and building(s)
  - n/a *Are any units occupied? If yes, indicate whether:*
    - n/a Relocation assistance will be provided or has been provided
    - Residential occupant is low- and moderate-income
  
3. N/A Donation of:
  - n/a Temporary easement(s)
  - n/a Permanent easement(s)
  - n/a Vacant land
  - n/a Land and building(s)
  - n/a Tenant(s) will be displaced or have been displaced
  - n/a Tenant(s) is residential occupant and is low- and moderate-income
  
4. N/A Demolition of residential units or conversion/rehabilitation of residential unit to another use, and the:
  - N/A Unit is occupiable
  - N/A Unit rents or would rent at or below the Fair Market Rent
  - N/A Unit will be replaced
  - NOTE:** *If "yes" to any of the three questions above, attach documentation required and listed in your Uniform Relocation Plan.*
  - N/A Unit is not occupiable and evidence is attached



# Village Center Park

## Project Location



**102 E Union St, Lone Rock, WI 53581**

# Village Center Park

## Project Photos



# Village Center Park

## Project Photos





# Village Center Park

## Project Photos



# Village Center Park



## Project Photos

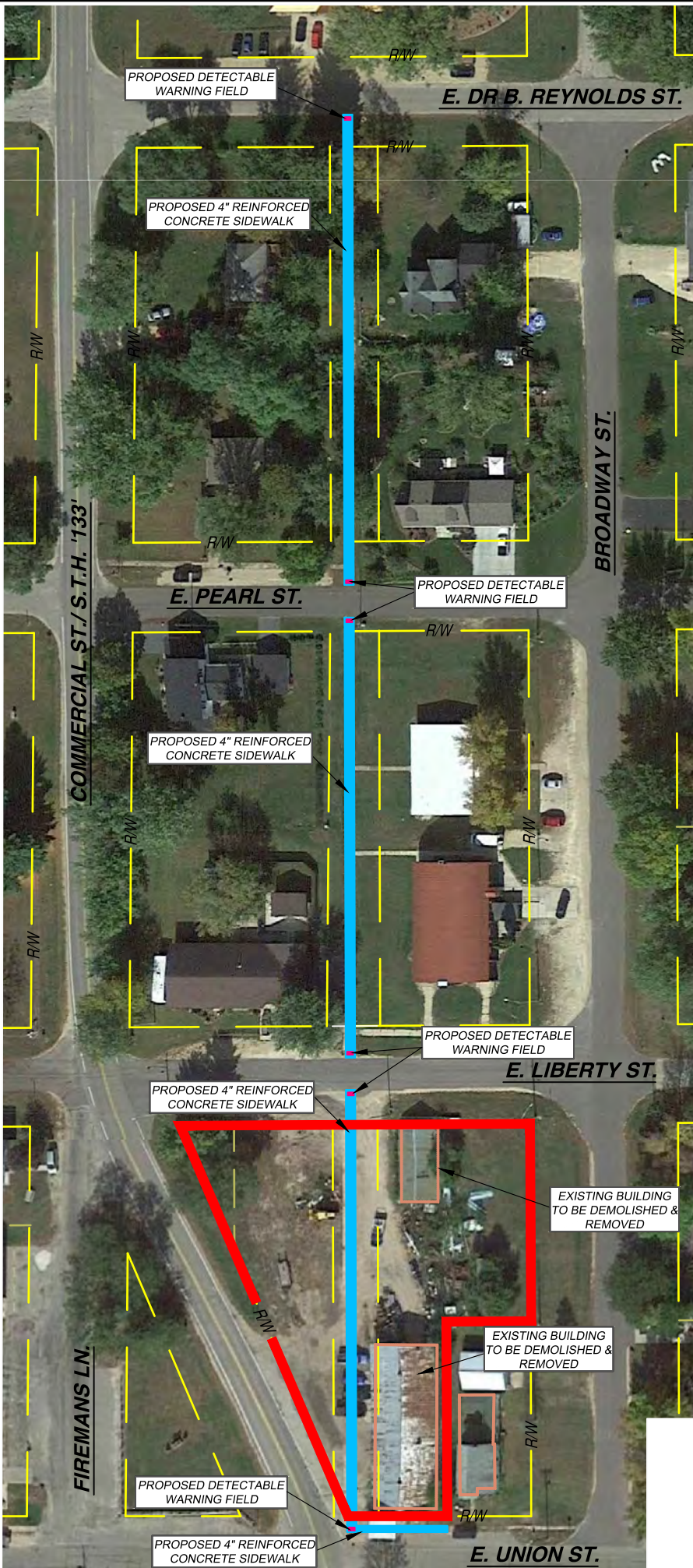




^  
N  
O  
R  
T  
H

## LEGEND

-  PROPOSED VILLAGE PARK LOCATION
-  PROPOSED 4" REINFORCED CONCRETE SIDEWALK





## EXHIBIT II

### State and Federal Regulatory Requirements for CDBG-Assisted Projects

1. POTENTIAL CONFLICT OF INTEREST DISCLOSURE (Attached)
2. CONFLICT OF INTEREST CLAUSE (Attached)
3. LOBBYING CERTIFICATION (Attached)
4. DISCLOSURE OF LOBBYING ACTIVITIES (Attached)
5. SECTION 3 CLAUSE (Attached)
6. AFFIRMATIVE ACTION CLAUSE (Attached)
7. EQUAL OPPORTUNITY CLAUSE (Attached)
8. MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE WEB RESOURCES (Attached)
9. DAVIS-BACON AND RELATED ACTS CLAUSE (Attached)
10. FEDERAL LABOR STANDARDS PROVISIONS (Attached)

**THE CDBG DOCUMENT LISTED ABOVE ARE FROM THE CDBG IMPLEMENTATION HANDBOOK AND HANDBOOK CHAPTER ATTACHMENTS ON THE BUREAU OF COMMUNITY DEVELOPMENT WEBSITE AT:**

**<https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGImplementationHandbook.aspx>**

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

Community Development Block Grant – Potential Conflict of Interest Disclosure

## POTENTIAL CONFLICT OF INTEREST DISCLOSURE

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

Do you have family or business ties to any of the people listed below?

Yes

No

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

### ELECTED OFFICIALS:

- Marty Brewer – Richland County Board - Chairman
- Dave Turk – Richland County Board – Vice Chairman
- Sean Murphy-Lopez – Richland County Finance Committee - Chairman

### COUNTY OF RICHLAND - ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- Clinton Langreck – County Administrator
- Jasen Glasbrenner – Richland Economic Development Director

### Description of Relationship(s):

**Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the Richland County Board and Committee meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).**

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business/Firm/Company

\_\_\_\_\_  
Date Signed [MM/DD/YYYY]

## 24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

### Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

#### **(h) Conflict of interest:**

*(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.*

*(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.*

*(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.*

*(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.*

*(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:*

*(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and*

*(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.*

*(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:*

*(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;*

*(ii) Whether an opportunity was provided for open competitive bidding or negotiation;*

*(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;*

*(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;*

*(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;*

*(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and*

*(vii) Any other relevant considerations.*

# Division of Energy, Housing and Community Resources

## Lobbying Certification

GRANTEE/UGLG NAME: Richland County  
DEHCR GRANT AGREEMENT #: CDBG CL-PF 21-33

# LOBBYING CERTIFICATION

## FROM THE

- Municipality/UGLG: \_\_\_\_\_  
 Contractor/Sub-Contractor  
 Other: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
*Name of Municipality/UGLG/Business/Firm*

\_\_\_\_\_  
*Signature of the Chief Elected Official, Owner, or Chief Executive Officer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer*

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

**Include** the following language in all contracts and sub-contracts funded with CDBG dollars\*\*:

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

---

\*\* This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.

# Division of Energy, Housing and Community Resources

## Affirmative Action Requirements (EO 11246)

### **AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)**

*(Applicable to construction contracts/sub-contracts exceeding \$10,000)*

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women = **6.9 percent** (this goal applies nationwide)

Goals for minority participation = 1.7 (this goal applies county-wide)  
*(Insert goals – see next page)*

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

# Division of Energy, Housing and Community Resources

## Affirmative Action Requirements (EO 11246)

### GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women--6.9 percent (this goal applies nationwide).

B. Minority Goals--percentage listed for each county:

Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	.6
Barron	.6	Jackson	.6	Price	.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	.6	Richland	1.7
Buffalo	.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	.6
Calumet	.9	La Crosse	.8	St. Croix	2.9
Chippewa	.5	Lafayette	.5	Sauk	1.7
Clark	.6	Langlade	.6	Sawyer	.6
Columbia	1.7	Lincoln	.6	Shawano	1.0
Crawford	.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	.6	Taylor	.6
Dodge	7.0	Marinette	1.0	Trempealeau	.6
Door	1.0	Marquette	1.7	Vernon	.6
Douglas	1.0	Menomonie	1.0	Vilas	.6
Dunn	.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	.5	Monroe	.6	Washburn	.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	.6	Waukesha	8.0
Forest	1.0	Outagamie	.9	Waupaca	1.0
Grant	.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	.6	Winnebago	.9
Green Lake	1.0	Pierce	2.2	Wood	.6

## **ATTACHMENT 6-D: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)**

(Applicable to construction contracts/sub-contracts exceeding \$10,000)

1. As used in these specifications: (41 CFR 60-4.3)
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith effort to achieve the Plan goals and timetables.

The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas, where they do not have a federal or federally assisted construction contract, shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of

Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
6. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
  - d) Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e) Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.
  - f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the



policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

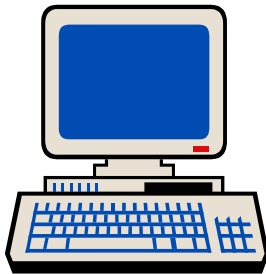
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does, or anticipates, doing business.
  - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one-month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for sub-contractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations [7 (a) through (p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p). of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
9. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
10. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.  

The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
13. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**ATTACHMENT 7-R: MBE/WBE/DBE WEB RESOURCES**



**Resources for outreach to, contracting with, and certified registration for Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) firms:**

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Directory:

<https://wisdp.wi.gov/search.aspx>

City of Madison Targeted Business Enterprise Program Directories:

<http://www.cityofmadison.com/dcr/aaTBDDir.cfm>

Department of Transportation  
Disadvantaged Business Enterprise (DBE) Program

<https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## ATTACHMENT 7-B: DAVIS-BACON AND RELATED ACTS (DBRA)

- A. Force Account - Under most Davis-Bacon statutes, only employees of contractors or sub-contractors are subject to Davis-Bacon wage requirements. In some instances, rather than contracting or sub-contracting out construction work, a grant recipient performs the construction in-house, with its own "force account" employees. Such force account work is not subject to Davis-Bacon wage requirements under statutes that cover only employees of contractors and sub-contractors. Furthermore, the USDOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR Section 5.2(h)). However, under the Housing and Community Development Act of 1974, a private firm that receives federal assistance funds indirectly from a recipient pursuant to a written procurement contract of sub-grant agreement that provides for the performance of construction work is considered a contractor or sub-contractor, and the force account exception **does not** apply to construction activity performed by employees of such a firm.

Laborers and mechanics employed by a local or state agency PHA (Public Housing Authority only), even though not employed by a contractor, are subject to Davis-Bacon when performing development work financed by the U.S. Housing Act of 1937, as amended. Davis-Bacon federal wage requirements are not applicable where such employees are used in work defined as major repairs (deferred maintenance) pursuant to 24 CFR 868.3 and 868.9(h), which constitute project operation rather than development.

- B. Compliance and Certification Parameters - HUD policy clearly affords federal wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, corporate officers, or others. Laborers and mechanics may not certify to the payment of their own federal wages except where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

Accordingly, HUD and program participants responsible for labor standards administration and enforcement **may not** accept certified payrolls reporting single or multiple owners (e.g., partners) are certifying that they have paid to themselves the prevailing wage for their craft. A sole proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Nor may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or sub-contractor for whom they are working and with whom they have executed a "contract" for services.

In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one-half) for all hours worked in excess of 40 hours per week, pursuant to the CWHSSA, where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic and laborer must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics and laborers may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing wage rate for the respective craft.

In any case, where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing wage rate on the wage determination for the craft.

- C. Business Owners Working with Their Crew - Owners of businesses working with their crew on the same HUD-assisted job site **may** certify to the payment of their own federal wages in conjunction with the prevailing wages paid to their employees. This exception to compliance standards **does not** suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner of his/her own wages as that certification **accompanies** the certification offered for payment of prevailing wages to his/her employees. On weekly payroll reports, include the owner's name, identifying him/her as "owner," and the daily and total hours worked on the covered project for the week. Omit the Rate of Pay and Amount Earned.
- D. Owner-operators of Power Equipment - Frequently, owner-operators of power equipment (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs versus hourly labor salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator. **Note:** Owner-operators of power equipment, like self-employed mechanics, **may not** submit their own payrolls certifying to the payment of their own wage **but** must be carried on the responsible contractor's certified payroll report. Include the name, work classification, and actual hours worked. Upon completion of the contract, verify the pay by taking the amount paid to the sub-contractor (documented with copies of all invoices identified for this job) and divide by the hours reported on the certified payrolls. Compare the actual hourly wage rate with the rate in the Wage Determination. If the actual hourly wage is less than the Davis-Bacon Wage Rate, collect and disburse the wage underpayments.
- E. "Owner Operator" Truck Drivers - A USDOL administration policy excludes bona fide owner-operators of trucks who are independent contractors from Davis-Bacon/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" can certify to their own weekly payrolls **but** the payrolls do not need to show the hours worked or rates allegedly paid - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to Davis-Bacon/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operator of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in the paragraph titled "Owner-operators of Power Equipment," above).

"Contractor's" Truck Drivers Based on the decision made in the Midway Excavating trial, (Building and Construction Trades Department, AFL-CIO vs. USDOL Wage Appeals Board "Midway") truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. (e.g. if the UGLG is building a highway and the truck driver is loading, unloading, spreading, or driving back and forth on the site, then the truck driver is covered). Hauling materials to or from the site, if not performed on the site, is not covered time. HUD has advised that they currently believe unloaded are likewise not covered.

- F. Determining Proper Classification for Various Work - Questions as to the proper classification of a laborer or mechanic for various types of work are resolved by making an area-practice determination. In determining the proper classification for work performed on a project, it is immaterial whether the contractor is union or nonunion.

On projects where the federal wage rate for the classifications in question within the applicable wage determination is based on negotiated rates, the prevailing practice concerning work performed in those classifications is to follow the practice observed on projects built by contractors who are a signatory to the collective bargaining agreements. Therefore, unless there is a jurisdictional dispute between the crafts, the duties ascribed to any job classification will be the same as those outlined in the appropriate collective bargaining agreements. If the collective



## BCD CDBG Implementation Handbook

---

bargaining agreements are silent on this issue, the local unions involved must be consulted. Conversely, in areas where open shop (non-union) rates are determined to prevail for the classifications in question, those prevailing job practices followed on projects by open shop contractors in the same area become area practice.

- G. Helpers - The **classification of Helper in any trade will be very difficult to have approved by the USDOL**. If the contractor wants to pursue a helper classification through the USDOL, they should contact the Labor Standards Specialist at DOA.
- H. Relatives - There are no exceptions made in the enforcement of Davis-Bacon on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They **must be paid the federal wage rate for the classification of work performed and be included on the certified payrolls**.
- I. Volunteers - HUD allows for the waiver of Davis-Bacon wage rates for volunteers that are **not otherwise employed** at any time of the work for which the individual volunteers. Contact DOA's Labor Standards Specialist for more details if the community plans on using volunteers on the construction site.
- J. Job Corps Workers - USDOL staff in Washington, DC has informed HUD staff that Job Corps workers are not exempt from Davis-Bacon wage when they are working on a job subject to the Davis-Bacon Act.
- K. Employees of a Governmental Body -The USDOL has taken the position that the prevailing wage requirements does not apply to employees of a state or political subdivision of a state, but shall apply to employees of a private contractor who is sub-contractor of the state or political subdivision. This rule does not apply to the Public Housing Authority (PHA) employees under the U.S. Housing Act of 1937 (see paragraph A. in this section). **Employees of utilities are exempt providing they are only extending existing service to the property.**
- L. Employees Performing Work in More than One Classification - (Split Classification) if the UGLG/contractor has employees who perform work in more than one trade during a work week, it can pay the wage rates specified for each work classification in which work was performed **only** if maintaining accurate time records showing the amount of time spent in each classification. If the UGLG does not maintain accurate time records, it must pay these employees the highest wage rate of all the classifications of work performed. **Work, which is normally performed as part of the mechanic's craft, is not separable.**
- M. Laborers and Mechanics – Definition - The terms "laborers" and "mechanics" are construed to include at least those workers whose duties are manual or physical in nature as distinguished from mental or managerial. Since the classifications of laborers and mechanics to who specified wage rates are payable are identified in the Davis-Bacon wage rate, there is ordinarily no need to distinguish between laborers and mechanics. However, **mechanics are generally considered to include any worker who uses tools, or who is performing the work of a trade.**
- N. Precutting of Parts and Prefabrication of Assemblies - The precutting of parts and/or the prefabrication of assemblies are not covered unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to supply the needs of the project.
- O. Supply and Installation Contracts -The manufacturing or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to meet the needs of the project.
- P. Start of Construction - "Start of Construction," as that term is used in connection with labor standards and prevailing wage requirements, means the beginning of initial site clearance and preparation, provided those activities are pursued diligently and are followed without appreciable delay by other construction activity.
- Q. Site of Work - The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and to other adjacent or



nearby property used by the contractor in such construction which can reasonably be said to be included in the “site” because of proximity. **Operations of a commercial or material supplier established in the proximity of but not on the active site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the federal project for a time.**

- R. Fringe Benefits – Funded Plans - A contractor may credit contributions for “bona fide” fringe benefits regardless of whether the USDOL has found the particular benefits to be prevailing in the area. Such fringe benefits must be “bona fide.” Ordinarily, bona fide benefits are those common to the construction industry and are paid directly to the employee in cash or into a fund, plan, or program on the employee’s behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL.
- S. Fringe Benefits – Unfunded Plans - Where fringe benefit plans are not of the conventional type, it will be necessary for the USDOL to determine if the benefits are “bona fide.” **Contractors seeking approval of unfunded plans must obtain approval from the USDOL.** Contact DOA for more details.
- T. Fringe Benefits – General
1. Contributions to funded plans must be made at least quarterly.
  2. When the cash paid and the per-hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference must be paid to the employee in cash.
  3. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
  4. Employees who are excluded from funded plans for whatever reason must be paid fringe benefits in cash.
  5. **Note:** Vacation and sick leave plans are generally unfunded, paid from the contractor’s own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
  6. In determining the cash equivalent credit for fringe benefits payments, the period of time to be used is the period covered by the contribution. For example, if an employer contributes to a plan on a weekly basis, the total hours worked each week (federal and nonfederal) by each employee should be divided into the contribution made by the employer.
  7. Acceptable fringe benefits include the following: medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from occupational activity; or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, defrayment of cost of apprenticeship or other similar programs, or other bona fide fringe benefits; but only where the contractor to sub-contractor is not required by other federal, state, or local law to provide any of such benefits. The Act excludes fringe benefits that a contractor or sub-contractor is obligated to provide under other federal, state, or local law. No credit may be taken for such benefits. For example, payment for workmen’s compensation insurance under either a compulsory or elective state statute is not considered payments for fringe benefits under the Act. Payments made for travel, subsistence, or to industry promotion funds are not normally payments for fringe benefits under the Act.
- No type of fringe benefits is eligible for consideration as a so-call unfunded plan unless:
- a. It could be reasonably anticipated to provide benefits described in the act;
  - b. It represents a commitment that can be legally enforced;
  - c. It is carried out under a financially responsible plan or program; and

## BCD CDBG Implementation Handbook

---

- d. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

U. Summer Youth Employment - Youth who are bona fide students and part of a bona fide “youth opportunity program” may be employed on Davis-Bacon projects on a temporary basis during the summer months and paid below the predetermined Davis-Bacon rates. USDOL All Agency Memoranda #71 and #96 provide policy guidance in this area. HUD requires that the following stipulations be met before summer youth may be employed at less than Davis-Bacon rates:

1. Where collective bargaining agreements representing workers performing similar or related activities at the worksite to which youth are out stationed exists, the union or unions representing those workers must provide concurrence as to the design of the employment project and the use of the youth;
2. Such employment must be provided in accord with statutory safety and minimum wage requirements (both state and federal);
3. Competent supervision must be provided to all youth employment on the project worksites. Ratios of youth to such supervisors should be no greater than four-to-one.

In order to ensure that the administration of summer youth employment complies with USDOL policies and regulations, request for exceptions to the application of Davis-Bacon must be made to the HUD Field Office Labor Relations Staff who will advise the requesting contractor of its decision. The specific provisions of the agreement (between management and labor) or the plan of employment must be submitted to the Department of Labor, Wage and Hour and Public Contracts Division, for enforcement purposes. The HUD Field Office Labor Relations Staff will send such plans to the Headquarters Office of Labor Relations.

V. Non-Covered Job Classifications - Workers performing the normal duties of the following job classifications are not subject to Davis-Bacon federal wage requirements:

1. Project Superintendent.
2. Project Engineer.
3. Project Foreman, as distinguished from a working foreman (working foremen, who devote more than 20 percent of their time during the workweek to mechanic or laborer duties, are laborers and mechanics for the time spent and must be paid the applicable rate for the hours so worked).
4. Watchman.
5. Water Carrier.
6. Messenger, Clerical Workers.

Financing of Construction Work – CDBG - Laborers and mechanics employed by contractors and sub-contractors on construction work financed in whole or in part with Title I assistance are subject to Davis-Bacon wage rates under Section 110 of Title I. To the extent that Part 570 requires broader Davis-Bacon coverage, e.g., on construction work “assisted” under that Part, the regulations shall govern unless an individual waiver is requested and granted by the Assistant Secretary for Community Planning and Development. The use of Title I funds for any of the following items is an example of financing construction work, and Davis-Bacon wage rates shall apply to all construction work performed on the building or property in question: construction loans or grants; payment for construction materials; payment of interest (or part of the interest) on a construction loan; payment of construction loan origination fees; provisions of a Title I funded permanent loan, mortgage or grant on a structure constructed with a private construction loan when the parties contemplate such ultimate Title I financing at the time of construction; Title I funded “collateral” or “default” accounts established with the lending bank which receive no interest or less than the interest payable on demand accounts. Questions as to whether a use of Title I funds constitutes financing of construction work shall be referred to HUD headquarters for determination.

- W. Technical/Maintenance Wage Rates – Public Housing - Section 12 of the U.S. Housing Act of 1937 requires that wages prevailing in the locality shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation of the project. Such wages are determined or adopted by HUD.
- X. Payment of Low- and Moderate-Income (LMI) assessments - In some projects federal funds are used to pay special assessments of LMI households, where those assessments are for the purpose of paying for a public improvement. This use of federal funds invokes the Federal Labor Standards Provisions and makes the construction subject to Davis-Bacon wage rates.
- Y. Piecework - Roofers and dry-wall hangers are sometimes paid by piecework. Piecework is work paid for at a fixed rate (piece rate) per piece of work done.

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

---

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## EXHIBIT III

### Minimum Qualifications

- A. The person(s)/firm(s) must have successfully provided engineering services for a minimum of 2 similar type projects. The person/firm may not be selected if there have been any unresolved issues relative to the services provided.
- B. The principal responsible for coordination of the engineering must have a minimum of 3 years of experience with this specific type of work.
- C. The principal responsible for provided engineering must have a minimum of 3 years of experience with the CDBG Program **or** other federal/state funded programs or projects.
- D. The person(s)/firm(s) should submit references as to their professional qualifications from 3 previous clients for which the person(s)/firm(s) has/have performed work (include contact name, title, firm/organization/government name, email address, mailing address and telephone number).

## EXHIBIT IV

### Selection Rating System

- |   |                          |
|---|--------------------------|
| 1. Project Coordinator/Lead's Experience  | <u>Maximum 20 Points</u> |
| A. 3 or more years of experience with CDBG or other federal/state programs  | 20 Points                |
| B. 2 years of experience  | 15 Points                |
| C. 1 year of experience   | 10 Points                |
| D. Less than 1 year of experience   | 5 Points                 |
| E. No experience  | 0 Points                 |
| 2. Firm's Project Completion Background   | <u>Maximum 20 Points</u> |
| A. Completion of 3 or more previous, similar type projects within proposed time frame & budget                                | 20 Points                |
| B. Completion of 2 similar projects   | 15 Points                |
| C. Completion of 1 similar project  | 10 Points                |
| D. Working on 1 similar project; not completed  | 5 Points                 |
| E. No work on a similar project   | 0 Points                 |
| 3. References from Similar Projects   | <u>Maximum 10 Points</u> |
| A. Respondent lists 3 previous clients with similar projects and all references give excellent response on quality of service | 10 Points                |
| B. Respondent lists at least 1 previous client  | 5 Points                 |
| C. Respondent lists no previous references  | 0 Points                 |
| 4. Firm's Familiarity with Community's Needs  | <u>Maximum 20 Points</u> |
| A. Firm is thoroughly familiar with community(ies) with similar population and characteristics to Village of Lone Rock        | 20 Points                |
| B. Firm is somewhat familiar with community(ies) with similar population and characteristics to Village of Lone Rock          | 10 Points                |
| C. Firm is unfamiliar with community(ies) with similar population and characteristics to Village of Lone Rock                 | 0 Points                 |
| 5. Responsiveness to Specifications of Project/RFP  | <u>Maximum 20 Points</u> |
| A. Needs of project are fully addressed in Proposal   | 20 Points                |
| B. Needs of project are somewhat addressed in Proposal  | 10 Points                |
| C. Needs of project are not addressed/resolved in Proposal  | 0 Points                 |
| 6. Cost Effectiveness   | <u>Maximum 10 Points</u> |
| A. Budget/proposal includes 3 or more cost effectiveness Components   | 10 Points                |
| B. Budget/proposal includes 1-2 cost effectiveness components   | 5 Points                 |
| C. Budget/proposal does not include cost effectiveness components   | 0 Points                 |
| 7. Budget - (See Exhibit I)   | <u>Maximum 10 Points</u> |
| A. Budget within Village of Lone Rock Park Project capacity as proposed   | 10 Points                |

- |    |  |                         |
|----|--|-------------------------|
| B. | Budget slightly above Village of Lone Rock Park Project capacity as proposed; potentially feasible with modest adjustment              | 5 Points                |
| C. | Budget not reasonably within Village of Lone Rock Park Project capacity as proposed; would require extensive adjustment to be feasible | 0 Points                |
| 8. | Minority or Women Business Enterprise, Disadvantaged Business Enterprise, or Section 3/LMI Firm*                                       | <u>Maximum 5 Points</u> |
| A. | Firm is MBE, WBE, DBE or Section 3/LMI firm  | 5 Points                |
| B. | Firm is not MBE, WBE, DBE or Section 3/LMI firm  | 0 Points                |
| 9. | Small Business Firm  | <u>Maximum 5 Points</u> |
| A. | Firm is a small business   | 5 Points                |
| B. | Firm is not a small business   | 0 Points                |

**MAXIMUM TOTAL POINTS: 120 POINTS**

**Note to Responders of RFP:**

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

*\*MBE/WBE/DBE and Section 3/LMI Firms are Defined As Follows:*

Minority Business Enterprise (MBE) – Business with at least 51% ownership and control held by minority person(s).

Woman Business Enterprise (WBE) – Business with at least 51% ownership and control held by a woman or women.

Disadvantaged Business Enterprise (MBE) – Small business with at least 51% ownership and control held by person(s) classified as “disadvantaged” individual(s) according to the Wisconsin Department of Transportation standards (<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-program-brochure.pdf>)

Section 3/LMI Firm – Firm with at least 51% ownership interest and control held by low-to-moderate income (LMI) Wisconsin resident(s) (LMI according to HUD LMI limits for the County in which the owner resides); *or* at least 30% of the firm’s full-time permanent employees are Wisconsin LMI residents (LMI based on the HUD LMI income limits for the County in which they live); *or* the owner(s) of the firm commit(s) to awarding at least 25% of its subcontracting dollar amount (i.e., 25% of subcontracting, based on the total amount of subcontracts awarded) to Section 3/LMI firms for the CDBG project.

Small Business will be defined as less than \$16,500,000 in annual revenue as established by the SBA

**Richland County Committee**

**Agenda Item Cover**

**Agenda Item Name: Heat Pumps for the Courthouse**

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Short-Term Borrowing Policy
<b>Date submitted:</b>	May 28 <sup>th</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	Needed for purchase

**Recommendation and/or action language:**

Motion to ...approve authorization of use of Fund #75 “Line 2 — Replacement of Heat Exchangers (estimating 2 units with appropriation of \$24,000” and forward to property committee to recommend resolution to the Richland County Board for purchase of three heat pumps for the courthouse through Precision Control and Services LLC. at \$16,910.

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

---

Looking to replace heat exchangers as budgeted for.

**Attachments and References:**

Quote from Precision Control	

**Financial Review:**

*(please check one)*

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	Fund #75
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

\$16,910 expenditure.

**Approval:**

**Review:**

*Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)





1011 Hwy. 14 East Richland Center Wi. 53581

---

Phone (608) 383-1424 (608) 383-1425  
E-mail: Precisioncontrolsoffice@gmail.com

To: Randy Nelson  
From: Don Wallace  
Subject: Water Source Heat Pump Replacements

Hi Randy

As per our conversation, this is a quote to install three Daikin Water Source Heat Pump Replacements. Pricing is good for 30 days, after which I will have to re-confirm prices and freight. Right now, lead time is about 2 weeks from the order date.

Unit 1 – currently failing  
Unit 2 – also having trouble  
Unit 3 – close in size to Unit 1

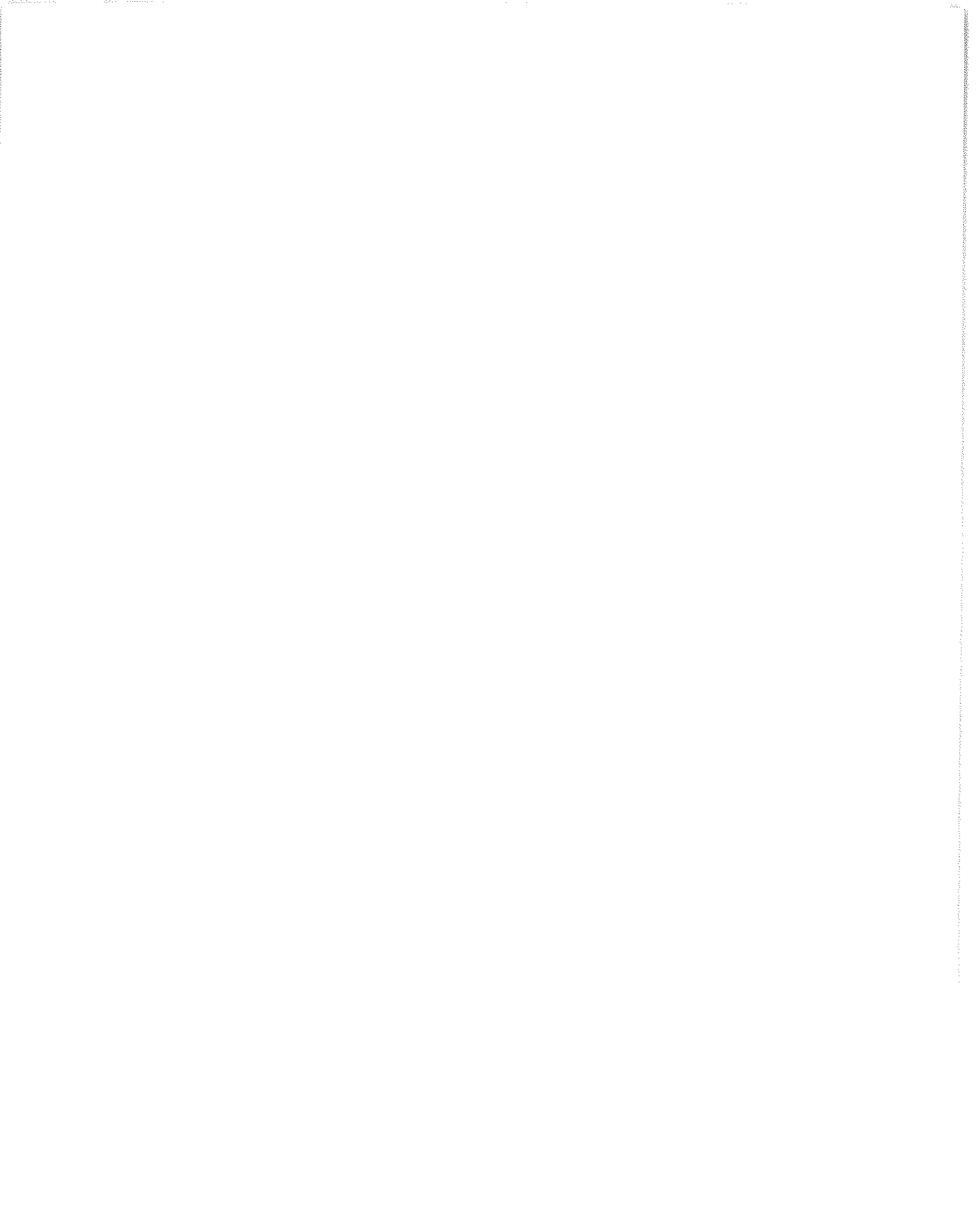
Labor, Parts to connect and re-wire all three units

With current cost, we estimate the total to be \$16,910

Please see the attached Daikin cut sheets.

Thank you Randy, for the opportunity. Let me know if you have any questions.

**Note:** If one of those units would fail prior to a decision being made, we have access to it's replacement and would be glad to expedite the unit needed. The only thing that would change from the price calculated in this quote would be the added shipping to cover the cost to speed up the delivery.





# SUBMITTAL DATA

for

Richland County Courthouse 2021 WSHPs

Prepared for

Precision Controls

Attn: Don Wallace

Job Number: LGZK0Z

Customer PO#:

Prepared by

Masters Building Solutions

Dan Bohm

4/13/2021

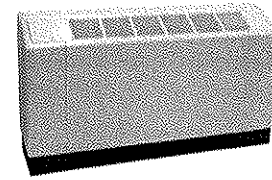
## Table of Contents

Technical Data Sheet for 9 MBH Console .....	3
MHC-W_009_HS_F_R_Features-Dim-Phys_Data_Drawing for 9 MBH Console .....	5
MHC-W_009_HS_F_R_Features-Dim-Phys_Data_Drawing for 9 MBH Console .....	6
Technical Data Sheet for 15 MBH Console .....	7
MHC-W_015_HS_F_R_Features-Dim-Phys_Data_Drawing for 15 MBH Console .....	9
MHC-W_015_HS_F_R_Features-Dim-Phys_Data_Drawing for 15 MBH Console .....	10
Technical Data Sheet for 18 MBH Console .....	11
MHC-W_018_HS_F_R_Features-Dim-Phys_Data_Drawing for 18 MBH Console .....	13
MHC-W_018_HS_F_R_Features-Dim-Phys_Data_Drawing for 18 MBH Console .....	14

# Technical Data Sheet for 9 MBH Console

Job Information	Technical Data Sheet
-----------------	----------------------

<b>Job Name</b>	Richland County Courthouse 2021 WSHPs
<b>Date</b>	4/13/2021
<b>Submitted By</b>	Daniel Bohm
<b>Software Version</b>	09.80
<b>Unit Tag</b>	9 MBH Console



### Unit Overview

Stock Part Number	Voltage V/Hz/Phase	Air Flow CFM	Fluid Flow gpm	Cooling Capacity Btu/hr	Cooling Efficiency EER @ design	Heating Capacity Btu/hr	Heating Efficiency COP @ design
910283244	208-230/60/1	345	2.40	9722	14.68	10912	5.04

### Unit

<b>Model Number:</b>	WMHC2009
<b>Unit Type:</b>	Console Standard Range
<b>Unit Construction:</b>	Standard Fiberglass Insulation
<b>Approval:</b>	None
<b>Refrigerant Type</b>	R-410A
<b>Refrigerant Weight</b>	21.0 oz

### Unit Performance

Air & Water Flow			
Airflow	Fluid Flow	Fluid Type	Fluid Pressure Drop
345 CFM	2.40 gpm / 3.20 gpm/ton	Water	3.13 ft H <sub>2</sub> O

Cooling Performance									
Fluid Temperature		Air Temperature				Capacity		Heat of Rejection	EER @ design
Entering °F	Leaving °F	Entering Dry Bulb °F	Entering Wet Bulb °F	Leaving Dry Bulb °F	Leaving Wet Bulb °F	Total Btu/hr	Sensible Btu/hr	Btu/hr	
85.0	95.0	80.0	67.0	61.1	57.8	9722	6916	11982	14.68

Heating Performance							
Fluid Temperature		Air Temperature		Capacity	Heat of Absorption	COP @ design	
Entering °F	Leaving °F	Entering Dry Bulb °F	Leaving Dry Bulb °F	Total Btu/hr	Btu/hr		
70.0	62.7	70.0	99.3	10912	8749	5.04	

### Electrical

<b>Unit Voltage</b>	208-230/60/1	<b>Minimum Voltage</b>	187 V	<b>Total Unit MCA</b>	4.9 A	<b>Total Unit Full Load Current</b>	4.0 A
<b>Compressor RLA</b>	3.60 A	<b>Compressor LRA</b>	21.0 A	<b>Motor FLA</b>	0.4 A	<b>Maximum Recommended Fuse Size / HACR Breaker Size</b>	
						15 A	


\*Short-Circuit Current = 5 kA rms symmetrical, 600 V maximum

## Technical Data Sheet for 9 MBH Console

Physical						
Unit						
Length	Height	Width	Weight		Connections	
46.0 in	25.0 in	10.8 in	Shipping	Operating	Water, OD	Condensate, ID
			164 lb	144 lb	0.625 in	0.75 in
Cabinet						
Construction Type				Cabinet Type		
Standard Fiberglass Insulation				Flat Top		
Piping Hand		Cabinet Height		Discharge Grille		
Right Hand		High Sill - 25"		Standard 1-piece Steel		
Cabinet		Subbase		Grille		
Antique Ivory		Oxford Brown		Oxford Brown		
Fan				Controls		
Type	Type	Motor	Horsepower	Drive Type	Type	
Tangential	Standard PSC		0.033 HP	Direct	Microtech III Unit Controller - Standalone	
(1) 29.25 in x 9.75 in x 0.5 in						

Options	
Heating	
Heat Exchanger:	Copper Inner Tube / Steel Outer Tube
Controls	
Thermostat Mounting:	Unit Mounted Thermostat
Thermostat Type:	Non-Programmable
Control Transformer:	50VA Control Transformer

Warranty	
Unit Warranty:	4 Yr Refrigerant Circuit Only Extended Parts Warranty, 1st Yr Labor Allowance

AHRI Certification	
	All equipment is rated and certified in accordance with AHRI / ISO 13256-1 and tested, investigated, and determined to comply with the requirements of the standards for Heating and Cooling Equipment UL-1995 for the United States and CAN/CSA-C22.2 NO.236 for Canada.

Accessories	
Part Number	Optional Description
107293071	MT III Enfinity BACNet Comm Module for WSHP



# MHC-W\_009\_HS\_F\_R\_Features-Dim-Phys\_Data\_Drawing for 9 MBH Console

Certified Drawing		MHC-MHW-FT-HS-R-009 Specs
The Water Source Heat Pump product represented on this document will conform to the drawings and specifications set out below, in accordance with the express, written Limited Warranty. Purchaser's acceptance of this drawing certifies that the conforming equipment meets the order specifications. No changes may be made to this document without the prior, express, written authorization of the manufacturer.	Group: <b>WSHP</b>	
	Type: <b>Console</b>	
	Date: <b>August 2017</b>	

## Console Water Source Heat Pump – Flat Top Unit, High Sill, Right Hand Models MHC/MHW – Unit Size 009

**Cabinets** – Selectable flat top or slope top cabinet configuration with multiple grille options. Individual panels- top, front and end panels are designed for easy removal and provides easy access to unit components for service and maintenance.

**Compressor** - High efficiency rotary type, using R-410A refrigerant with zero ozone depletion potential or phase-out date.

**Gentleflo™ Fan** - User selectable, multi-speed tangential fan system provides high efficiency and very quiet operation suitable for noise sensitive applications.

**LED Annunciator** – LED status lights display fault conditions to provide easy troubleshooting and diagnosis. Accessed by removing the left or right end panel to the control enclosure.

**Filter** - Units come standard with a 1/2" (12.7mm) thick disposable filter that is easy to access and replace without removing panels.

**Hinged Control Box** – Provides added accessibility to plumbing end compartment for easier access for service.

**MicroTech® III Unit Controller** – Designed for flexibility, the main control board is used in standalone applications. An optional E/O expansion module can be used to control electric heat and multiple fan speeds. A separate LonWorks® or BACnet® communication module can be easily snapped onto the board to accommodate the building automation system of your choice.

**Double-Sloped Drain Pan** – Made of durable, non-corrosive polymer, promotes positive condensate drainage for superior Indoor Air Quality (IAQ). Drain Pan is easy to remove for cleaning.

**Air Dampers (Field-Installed Accessory)** – Motorized or manually operated outside air dampers provide ventilation air.

**Unit Flexibility** - Selectable for standard (boiler/tower) or extended range (geothermal) applications to achieve the highest efficiency for your application requirements.

### Options (Factory Installed)

#### Indoor Air Quality (IAQ)

- Non-Fibrous Insulation - Closed-cell type (Rubatex)

#### Controls

- MicroTech III Unit Controller - Standalone operation  
 LonWorks® Communication Module  
 BACnet® Communication Module

#### Warranty

- Ext. 4-Yr. Parts (Compressor Only)  
 Ext. 4-Yr. Parts (Refrigerant Circuit)

#### 2-Way Motorized Valve Packages (Option)

Factory-installed or field-installed accessory for variable pumping applications. Other valve options available upon request.

#### Extended End Pocket (Option)

Selectable end pocket provides 11" of additional area inside the left or right hand end of the unit for piping, or a field-installed pump.

#### Multi-Directional Grilles (Option)

Selectable plastic Multi-Directional Grilles can rotate 90, 180 or 270 degrees for added control of discharge air direction.

### Physical Data

Unit Size	009
Face Width - D x W (In.)	47 1/2 x 27 1/2
Fan Motor Horsepower	1.30
Coil Face Area (Sq. Ft.)	1.67
Coil Rows	2
Refrigerant Charge (Oz.)	19.2
Filter, (Qty.) Size (Nominal)	(1) 28 1/2W x 9 1/2D
Water Connections (In.)	5/8 O.D.
Condensate Connections (In.)	3/4 I.D.
Weight, Operating (Lbs.)	144
Weight, Shipping (Lbs.)	164



© 2017 Daikin Applied • www.DaikinApplied.com • (800) 432-1342

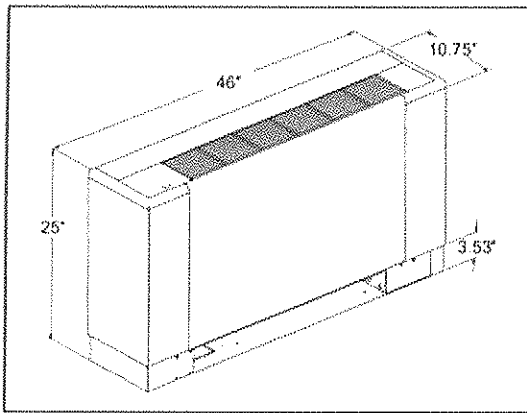
MHC-MHW-FT-HS-R-009 Specs | Page 1 of 2

# MHC-W\_009\_HS\_F\_R\_Features-Dim-Phys\_Data\_Drawing for 9 MBH Console

## Flat Top Unit, High Sill, Right Hand Piping – Size 009

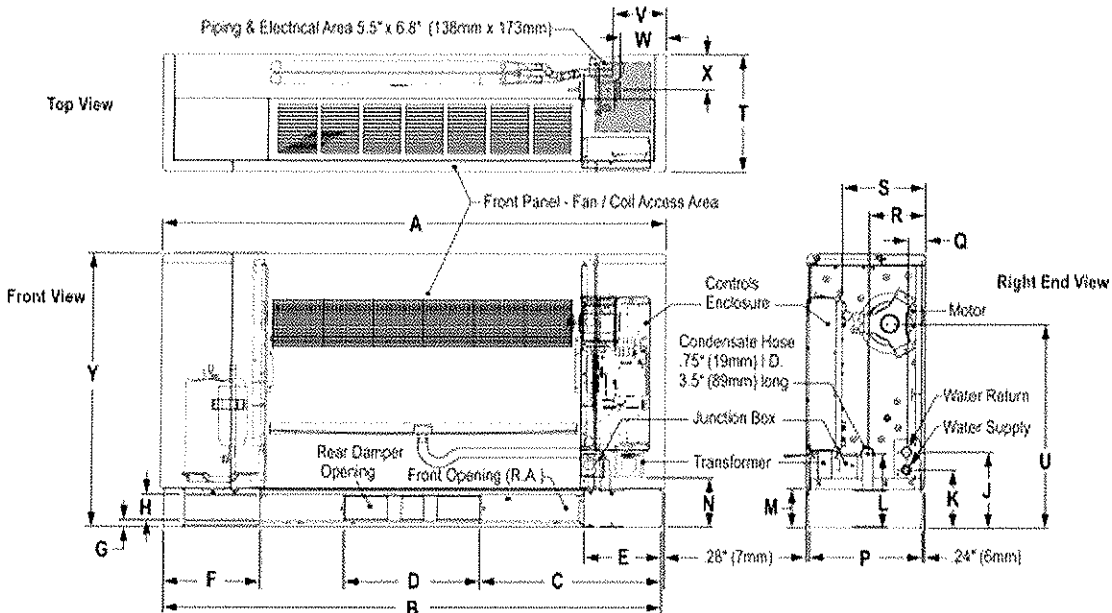
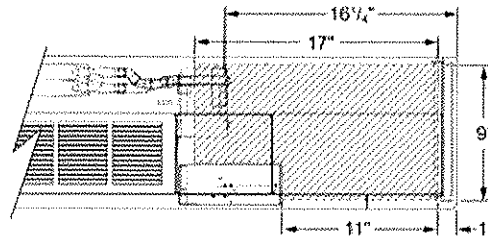
Left and right hand piping determined by facing the front of the unit.

Overall Unit Dimensions: 25"H x 46"W x 10 3/4"D



### Extended End Pocket (Option) – Dimensions

Overall Unit Dimensions with Extended End Pocket: 25"H x 58 1/2"W x 10 3/4"D



### Dimensions

Unit Size	A	B	C	D	E	F	G	H	J	K	L	M
009	46" (1168mm)	46 1/2" (1183mm)	16 1/2" (418mm)	12 1/2" (318mm)	7" (181mm)	8 1/2" (225mm)	0 6" (14mm)	2 1/2" (67mm)	6 1/2" (175mm)	5 1/2" (132mm)	6 2/2" (172mm)	3 1/2" (90mm)
N	P	Q	R	S	T	U	V	W	X	Y		
4 1/2" (118mm)	10 1/2" (260mm)	1 1/2" (43mm)	5 1/2" (134mm)	7 1/2" (192mm)	10 3/4" (273mm)	18 1/2" (478mm)	4 1/2" (118mm)	4 1/2" (108mm)	3 1/2" (83mm)	26" (635mm)		

Note: Dimensions are approximate



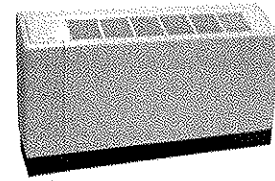
© 2013 Daikin Applied • www.DaikinAP.com • (800) 432-1342

MHC-MH-W-FT-HS-R-009 Specs / Page 2 of 2

# Technical Data Sheet for 15 MBH Console

Job Information	Technical Data Sheet
-----------------	----------------------

Job Name	Richland County Courthouse 2021 WSHPs
Date	4/13/2021
Submitted By	Daniel Bohm
Software Version	09.80
Unit Tag	15 MBH Console



### Unit Overview

Stock Part Number	Voltage V/Hz/Phase	Air Flow CFM	Fluid Flow gpm	Cooling Capacity Btu/hr	Cooling Efficiency EER @ design	Heating Capacity Btu/hr	Heating Efficiency COP @ design
910264951	208-230/60/1	525	3.70	14247	17.10	18271	4.81

### Unit

Model Number:	WMHC2015
Unit Type:	Console Standard Range
Unit Construction:	Standard Fiberglass Insulation
Approval:	None
Refrigerant Type	Refrigerant Weight
R-410A	30.0 oz

### Unit Performance

Air & Water Flow			
Airflow	Fluid Flow	Fluid Type	Fluid Pressure Drop
525 CFM	3.70 gpm / 2.96 gpm/ton	Water	2.42 ft H <sub>2</sub> O

Cooling Performance									
Fluid Temperature		Air Temperature				Capacity		Heat of Rejection	EER @ design
Entering °F	Leaving °F	Entering Dry Bulb °F	Entering Wet Bulb °F	Leaving Dry Bulb °F	Leaving Wet Bulb °F	Total Btu/hr	Sensible Btu/hr	Btu/hr	design
85.0	94.2	80.0	67.0	64.0	58.2	14247	8892	17091	17.10

Heating Performance							
Fluid Temperature		Air Temperature		Capacity	Heat of Absorption	COP @ design	
Entering °F	Leaving °F	Entering Dry Bulb °F	Leaving Dry Bulb °F	Total Btu/hr	Btu/hr	design	
70.0	62.2	70.0	102.3	18271	14478	4.81	

### Electrical

Unit Voltage	Minimum Voltage	Total Unit MCA	Total Unit Full Load Current
208-230/60/1	187 V	6.7 A	5.5 A
Compressor RLA	Compressor LRA	Motor FLA	Maximum Recommended Fuse Size / HACR Breaker Size
5.00 A	30.0 A	0.5 A	15 A


\*Short-Circuit Current = 5 kA rms symmetrical, 600 V maximum

## Technical Data Sheet for 15 MBH Console

Physical						
Unit						
Length	Height	Width	Weight		Connections	
54.0 in	25.0 in	10.8 in	Shipping	Operating	Water, OD	Condensate, ID
			196 lb	166 lb	0.625 in	0.75 in
Cabinet						
Construction Type			Cabinet Type			
Standard Fiberglass Insulation			Flat Top			
Piping Hand		Cabinet Height		Discharge Grille		
Right Hand		High Sill - 25"		Standard 1-piece Steel		
Cabinet		Color		Grille		
Antique Ivory		Oxford Brown		Oxford Brown		
Fan			Controls			
Type	Type	Motor	Horsepower	Drive Type	Type	
Tangential	Standard PSC		0.056 HP	Direct	Microtech III Unit Controller - Standalone	
(1) 37.25 in x 9.75 in x 0.5 in						

Options	
Heating	
<b>Heat Exchanger:</b>	Copper Inner Tube / Steel Outer Tube
Controls	
<b>Thermostat Mounting:</b>	Unit Mounted Thermostat
<b>Thermostat Type:</b>	Non-Programmable
<b>Control Transformer:</b>	50VA Control Transformer

Warranty	
<b>Unit Warranty:</b>	4 Yr Refrigerant Circuit Only Extended Parts Warranty, 1st Yr Labor Allowance

AHRI Certification	
	All equipment is rated and certified in accordance with AHRI / ISO 13256-1 and tested, investigated, and determined to comply with the requirements of the standards for Heating and Cooling Equipment UL-1995 for the United States and CAN/CSA-C22.2 NO.236 for Canada.

Accessories	
Optional	
Part Number	Description
107293071	MT III Infinity BACNet Comm Module for WSHP

# MHC-W\_015\_HS\_F\_R\_Features-Dim-Phys\_Data\_Drawing for 15 MBH Console

<b>Certified Drawing</b>		<b>MHC-MHW-FT-HS-R-015 Specs</b>
<p>The Water Source Heat Pump product represented on this document will conform to the drawings and specifications set out below, in accordance with the express, written Limited Warranty. Purchaser's acceptance of this drawing certifies that the conforming equipment meets the order specifications. No changes may be made to this document without the prior, express, written authorization of the manufacturer.</p>	Group: <b>WSHP</b>	
	Type: <b>Console</b>	
	Date: <b>August 2017</b>	

## Console Water Source Heat Pump – Flat Top Unit, High Sill, Right Hand Models MHC/MHW – Unit Size 015

**Cabinets** - Selectable flat top or slope top cabinet configuration with multiple grille options. Individual panels- top, front and end panels are designed for easy removal and provides easy access to unit components for service and maintenance.

**Compressor** - High efficiency rotary type, using R-410A refrigerant with zero ozone depletion potential or phase-out date.

**Gentleflo™ Fan** - User selectable, multi-speed tangential fan system provides high efficiency and very quiet operation suitable for noise sensitive applications.

**LED Annunciator** - LED status lights display fault conditions to provide easy troubleshooting and diagnosis. Accessed by removing the left or right end panel to the control enclosure.

**Filter** - Units come standard with a 1/2" (12.7mm) thick disposable filter that is easy to access and replace without removing panels.

**Hinged Control Box** - Provides added accessibility to plumbing end compartment for easier access for service.

**MicroTech™ III Unit Controller** - Designed for flexibility, the main control board is used in standalone applications. An optional I/O expansion module can be used to control electric heat and multiple fan speeds. A separate LonWorks® or BACnet® communication module can be easily snapped onto the board to accommodate the building automation system of your choice.

**Double-Sloped Drain Pan** - Made of durable, non-corrosive polymer, promotes positive condensate drainage for superior Indoor Air Quality (IAQ). Drain Pan is easy to remove for cleaning.

**Air Dampers (Field-installed Accessory)** - Motorized or manually operated outside air dampers provide ventilation air.

**Unit Flexibility** - Selectable for standard (boiler/tower) or extended range (geothermal) applications to achieve the highest efficiency for your application requirements.

### Options (Factory Installed)

#### Indoor Air Quality (IAQ)

- Non-Fibrous Insulation - Closed-cell type (Rubatex)

#### Controls

- MicroTech III Unit Controller - Standalone operation  
 LonWorks® Communication Module  
 BACnet® Communication Module

#### Warranty

- Ext. 4-Yr. Parts (Compressor Only)  
 Ext. 4-Yr. Parts (Refrigerant Circuit)

#### 2-Way Motorized Valve Packages (Option)

Factory-installed or field-installed accessory for variable pumping applications. Other valve options available upon request.

#### Extended End Pocket (Option)

Selectable end pocket provides 11" of additional area inside the left or right hand end of the unit for piping, or a field-installed pump.

#### Multi-Directional Grilles (Option)

Selectable plastic Multi-Directional Grilles can rotate 90, 180 or 270 degrees for added control of discharge air direction.

### Physical Data

Unit Size	015
Fan Wheel - D x W (in.)	44 x 35 1/2
Fan Motor Horsepower	1/14
Coil Face Area (Sq. Ft.)	2.22
Coil Rows	2
Refrigerant Charge (Oz.)	28.9
Filter, (Qty.) Size (Nominal)	(1) 37 1/2" x 9 1/2"
Water Connections (in.)	5/8 O.D.
Condensate Connections (in.)	3/4 I.D.
Weight, Operating (Lbs.)	166
Weight, Shipping (Lbs.)	198



© 2017 Daikin Applied • www.DaikinApplied.com • (800) 432-1342

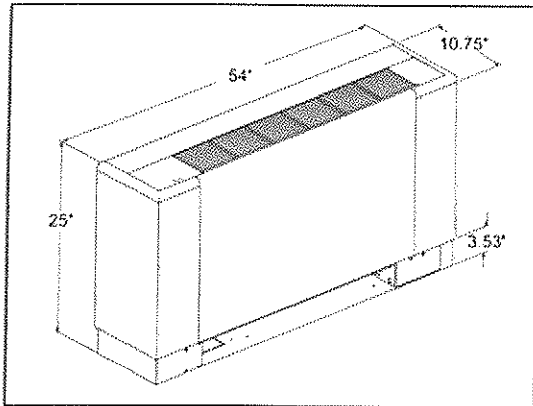
MHC-MHW-FT-HS-R-015 Specs / Page 1 of 2

# MHC-W\_015\_HS\_F\_R\_Features-Dim-Phys\_Data\_Drawing for 15 MBH Console

## Flat Top Unit, High Sill, Right Hand Piping – Size 015

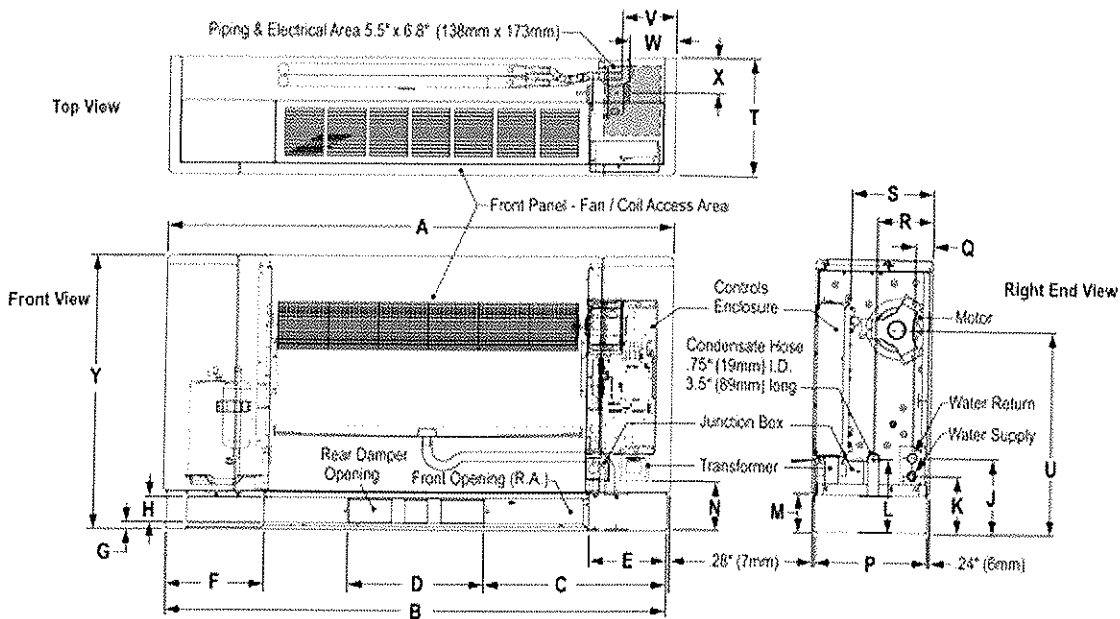
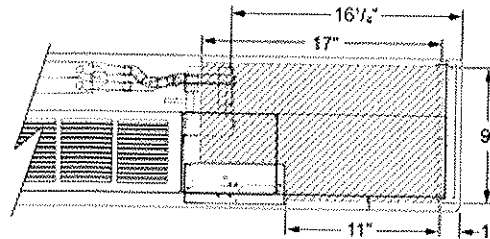
Left and right hand piping determined by facing the front of the unit.

Overall Unit Dimensions: 25"H x 54"W x 10 1/2"D



### Extended End Pocket (Option) – Dimensions

Overall Unit Dimensions with Extended End Pocket: 25"H x 68"W x 10 1/2"D



### Dimensions

Unit Size	A	B	C	D	E	F	G	H	J	K	L	M
015	54" (1372mm)	53 3/4" (1356mm)	20 1/2" (519mm)	12 1/2" (318mm)	7" (181mm)	8 1/2" (225mm)	0.6" (14mm)	2 1/2" (57mm)	6 1/2" (175mm)	5 3/4" (132mm)	6 1/2" (172mm)	3 1/2" (90mm)
N	P	Q	R	S	Y	U	V	W	X	Y		
4 1/2" (113mm)	10 1/2" (262mm)	1 1/2" (41mm)	8 1/2" (134mm)	7 1/2" (192mm)	19 1/2" (273mm)	18 1/2" (476mm)	4 1/2" (118mm)	4 1/2" (108mm)	3 1/2" (83mm)	25" (635mm)		

Note: Dimensions are approximate.



© 2013 Daikin Applied • www.DaikinAP.com • (800) 432-1342

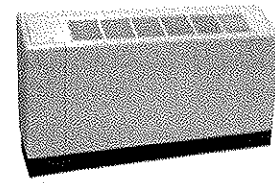
MHC-MHW-FT-HS-R-015 Specs / Page 2 of 2



# Technical Data Sheet for 18 MBH Console

Job Information	Technical Data Sheet
-----------------	----------------------

<b>Job Name</b>	Richland County Courthouse 2021 WSHPs
<b>Date</b>	4/13/2021
<b>Submitted By</b>	Daniel Bohm
<b>Software Version</b>	09.80
<b>Unit Tag</b>	18 MBH Console



## Unit Overview

Stock Part Number	Voltage V/Hz/Phase	Air Flow CFM	Fluid Flow GPM	Cooling Capacity Btu/hr	Cooling Efficiency EER @ design	Heating Capacity Btu/hr	Heating Efficiency COP @ design
910283249	208-230/60/1	475	4.60	16837	16.63	20876	4.88

## Unit

<b>Model Number:</b>	WMHC2018
<b>Unit Type:</b>	Console Standard Range
<b>Unit Construction:</b>	Standard Fiberglass Insulation
<b>Approval:</b>	None
<b>Refrigerant Type</b>	
R-410A	
<b>Refrigerant Weight</b>	
33.0 oz	

## Unit Performance

Air & Water Flow			
Airflow	Fluid Flow	Fluid Type	Fluid Pressure Drop
475 CFM	4.60 gpm / 3.07 gpm/ton	Water	3.45 ft H <sub>2</sub> O

Cooling Performance									
Fluid Temperature		Air Temperature				Capacity		Heat of Rejection	EER @ design
Entering	Leaving	Entering	Leaving	Total	Sensible	Dry Bulb	Wet Bulb	Btu/hr	Btu/hr
°F	°F	°F	°F	°F	°F	°F	°F	Btu/hr	Btu/hr
85.0	93.8	80.0	67.0	59.8	55.1	16837	10192	20293	16.63

Heating Performance								
Fluid Temperature		Air Temperature				Capacity	Heat of Absorption	COP @ design
Entering	Leaving	Entering	Leaving	Total	Dry Bulb	Dry Bulb	Btu/hr	Btu/hr
°F	°F	°F	°F	Btu/hr	°F	°F	Btu/hr	Btu/hr
70.0	62.8	70.0	110.8	20876	70.0	110.8	16597	4.88

## Electrical

Unit Voltage	Minimum Voltage	Total Unit MCA	Total Unit Full Load Current
208-230/60/1	187 V	8.2 A	6.7 A
Compressor RLA	Compressor LRA	Motor FLA	Maximum Recommended Fuse Size / HACR Breaker Size
6.20 A	32.0 A	0.5 A	15 A


\*Short-Circuit Current = 5 kA rms symmetrical, 600 V maximum

## Technical Data Sheet for 18 MBH Console

Physical						
Unit						
Length	Height	Width	Weight		Connections	
54.0 in	25.0 in	10.8 in	Shipping	Operating	Water, OD	Condensate, ID
			201 lb	171 lb	0.625 in	0.75 in
Cabinet						
Construction Type				Cabinet Type		
Standard Fiberglass Insulation				Flat Top		
Piping Hand			Cabinet Height		Discharge Grille	
Right Hand			High Sill - 25"		Standard 1-piece Steel	
Cabinet		Color			Grille	
Antique Ivory		Oxford Brown			Oxford Brown	
Fan				Controls		
Type	Type	Motor	Horsepower	Drive Type	Type	
Tangential	Standard PSC		0.056 HP	Direct	Microtech III Unit Controller - Standalone	
(1) 37.25 in x 9.75 in x 0.5 in						

Options	
Heating	
<b>Heat Exchanger:</b>	Copper Inner Tube / Steel Outer Tube
Controls	
<b>Thermostat Mounting:</b>	Unit Mounted Thermostat
<b>Thermostat Type:</b>	Non-Programmable
<b>Control Transformer:</b>	50VA Control Transformer

Warranty	
<b>Unit Warranty:</b>	4 Yr Refrigerant Circuit Only Extended Parts Warranty, 1st Yr Labor Allowance

AHRI Certification	
	All equipment is rated and certified in accordance with AHRI / ISO 13256-1 and tested, investigated, and determined to comply with the requirements of the standards for Heating and Cooling Equipment UL-1995 for the United States and CAN/CSA-C22.2 NO.236 for Canada.

Accessories	
Optional	
Part Number	Description
107293071	MT III Infinity BACNet Comm Module for WSHP

# MHC-W\_018\_HS\_F\_R\_Features-Dim-Phys\_Data\_Drawing for 18 MBH Console

Certified Drawing		MHC-MHW-FT-HS-R-018 Specs
The Water Source Heat Pump product represented on this document will conform to the drawings and specifications set out below, in accordance with the express, written Limited Warranty. Purchaser's acceptance of this drawing certifies that the conforming equipment meets the order specifications. No changes may be made to this document without the prior, express, written authorization of the manufacturer.	Group: <b>WSHP</b>	
	Type: <b>Console</b>	
	Date: <b>August 2017</b>	

## Console Water Source Heat Pump – Flat Top Unit, High Sill, Right Hand Models MHC/MHW – Unit Size 018

**Cabinets** – Selectable flat top or slope top cabinet configuration with multiple grille options. Individual panels- top, front and end panels are designed for easy removal and provides easy access to unit components for service and maintenance.

**Compressor** – High efficiency rotary type, using R-410A refrigerant with zero ozone depletion potential or phase-out date.

**Gentleflo™ Fan** – User selectable, multi-speed tangential fan system provides high efficiency and very quiet operation suitable for noise sensitive applications.

**LED Annunciator** – LED status lights display fault conditions to provide easy troubleshooting and diagnosis. Accessed by removing the left or right end panel to the control enclosure.

**Filter** – Units come standard with a 1/2" (12.7mm) thick disposable filter that is easy to access and replace without removing panels.

**Hinged Control Box** – Provides added accessibility to plumbing end compartment for easier access for service.

**MicroTech® III Unit Controller** – Designed for flexibility, the main control board is used in standalone applications. An optional E/O expansion module can be used to control electric heat and multiple fan speeds. A separate LonWorks® or BACnet® communication module can be easily snapped onto the board to accommodate the building automation system of your choice.

**Double-Sloped Drain Pan** – Made of durable, non-corrosive polymer, promotes positive condensate drainage for superior Indoor Air Quality (IAQ). Drain Pan is easy to remove for cleaning.

**Air Dampers (Field-installed Accessory)** – Motorized or manually operated outside air dampers provide ventilation air.

**Unit Flexibility** – Selectable for standard (boiler/tower) or extended range (geothermal) applications to achieve the highest efficiency for your application requirements.

### Options (Factory Installed)

#### Indoor Air Quality (IAQ)

- Non-Fibrous Insulation - Closed-cell type (Rubatex)

#### Controls

- MicroTech III Unit Controller - Standalone operation  
 LonWorks® Communication Module  
 BACnet® Communication Module

#### Warranty

- Ext. 4-Yr. Parts (Compressor Only)  
 Ext. 4-Yr. Parts (Refrigerant Circuit)

#### 2-Way Motorized Valve Packages (Option)

Factory-installed or field-installed accessory for variable pumping applications. Other valve options available upon request.

#### Extended End Pocket (Option)

Selectable end pocket provides 11" of additional area inside the left or right hand end of the unit for piping, or a field-installed pump.

#### Multi-Directional Grilles (Option)

Selectable plastic Multi-Directional Grilles can rotate 90, 180 or 270 degrees for added control of discharge air direction.

### Physical Data

Unit Size	018
Fan Wheel - D x W (In.)	4 1/4 x 35 7/8
Fan Motor Horsepower	1/18
Coil Face Area (Sq. Ft.)	2.22
Coil Rows	3
Refrigerant Charge (Oz.)	32
Filter (Qty.) Size (Nominal)	(1) 37 1/2" W x 9 1/2" D
Water Connections (In.)	5/8 O.D.
Condensate Connections (In.)	3/4 I.D.
Weight, Operating (Lbs.)	171
Weight, Shipping (Lbs.)	201



© 2017 Daikin Applied • www.DaikinApplied.com • (800) 432-1342

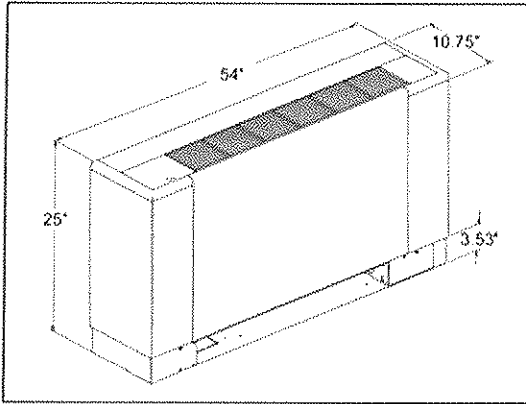
MHC-MHW-FT-HS-R-018 Specs / Page 1 of 2

# MHC-W\_018\_HS\_F\_R\_Features-Dim-Phys\_Data\_Drawing for 18 MBH Console

## Flat Top Unit, High Sill, Right Hand Piping – Size 018

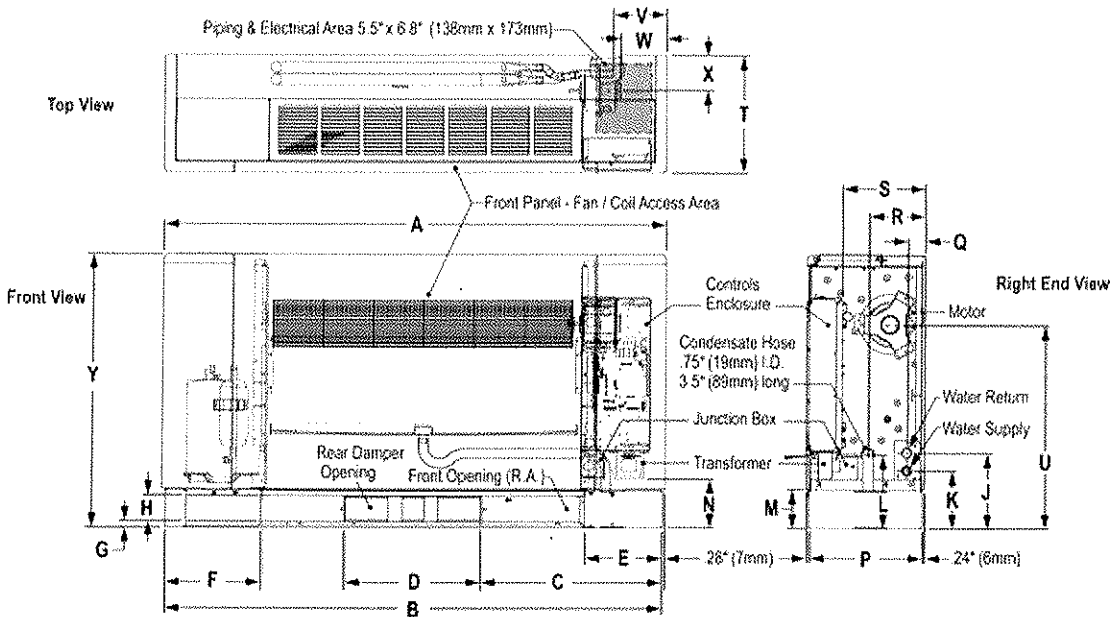
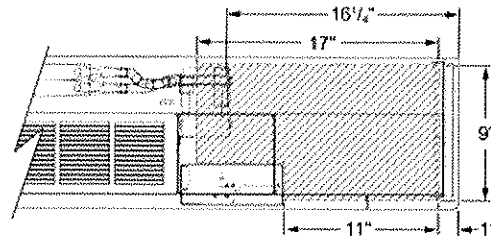
Left and right hand piping determined by facing the front of the unit

Overall Unit Dimensions: 25"H x 64"W x 19 1/2"D



### Extended End Pocket (Option) – Dimensions

Overall Unit Dimensions with Extended End Pocket: 26 1/4" x 66" W x 16 1/2" D



### Dimensions

Unit Size	A	B	C	D	E	F	G	H	J	K	L	M
018	64" (1372mm)	53 1/2" (1356mm)	20 1/2" (519mm)	12 1/2" (318mm)	7" (181mm)	6 1/2" (225mm)	0.6" (14mm)	2 1/2" (57mm)	6 1/2" (175mm)	5 1/2" (132mm)	6 1/2" (172mm)	3 1/2" (90mm)
N	P	Q	R	S	T	U	V	W	X	Y		
472" (108mm)	10 1/2" (260mm)	1 1/2" (41mm)	5 1/2" (134mm)	7 1/2" (192mm)	10 1/2" (279mm)	18 1/2" (476mm)	4 1/2" (118mm)	4 1/2" (108mm)	3 1/2" (83mm)	25" (635mm)		

Note: Dimensions are approximate



© 2013 Daikin Applied • www.DaikinAP.com • (800) 432-1342

MHC-MHW-FT-HS-R-018 Specs / Page 2 of 2

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name: TRI-COUNTY AIRPORT**

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure E and Rule 14
<b>Date submitted:</b>	May 3 <sup>rd</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

- 1) Motion to ... recommend resolution to the County Board to affirm contract with Jewell and Associates for engineering and land acquisition regarding the Tri-County Airport improvement project.
  
- 2) Motion to ... recommend resolution to the County Board to petition for State Aid regarding the Tri-County Airport Improvement Project.

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

Because of time constraints requiring action prior to the June 15<sup>th</sup> 2021 County Board meeting, the County Administrator has signed into an agreement with Jewell and Associates engineering with Sauk county based on action by the Tri-County Airport Commissions. The Tri-County Airport Commission, and Commission Chair are in favor of entering into this agreement. Funding anticipated through American Rescue Plan, Local Area Partner Donation, and/or state and federal funding.

The Resolution to petition for state aid is required by Richland County as a joint owner to request and secure state 5% contribution to the airport improvement project. The resolution language comes to us from the Department of Transportation and has been reviewed by Corporation Counsel.

**Attachments and References:**

Jewell – Engineering Service Contract	
Resolution to Petition - Draft	

**Financial Review:**

*(please check one)*

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	American Rescue Plan or Donated Funds: \$120,950.00 (to share with Sauk)	
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

Expenditure of \$120,950.00 to be shared with Sauk County (pending owner agreement ordinance)

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)

**Richland County Committee**

**Agenda Item Cover**





Date: May 20, 2021

## ENGINEERING SERVICES CONTRACT

This is an Engineering Services Contract (Contract) between Tri-County Airport Commission (Client) and Jewell Associates Engineers, Inc. (Consultant). The Consultant will provide Engineering Services to the Client.

### SCOPE OF SERVICES:

This contract is for the design, preparation of plans and specifications for drainage of surface water from the Tri-County Airport to Bear Creek.

The following scope of services is anticipated:

### ENGINEERING

- **Administration and Coordination**

Administration of the Contract and Coordination of all work with the Client, Wisconsin Department of Transportation, Bureau of Aeronautics, Wisconsin Department of Transportation, Bureau of Transportation, FAA, FEMA, Westwood Infrastructure Inc., Wisconsin Department of Natural Resources, Sauk County, Richland County, Town of Spring Green, Town of Buena Vista, Landowners and Utilities.

- **Surveying**

Surveying will include all topographic survey to develop plans for the project. Establish horizontal and vertical control for the project. Property and Land Survey work to develop a Right of Way Plat for the Project. Monumentation for marking the Right of Way.

- **Engineering**

Engineering will include Hydrology and Hydraulics for development of the project, earthwork, ditch design, erosion control, storm water treatment, roadway crossing structures, utility conflict resolution, Bear Creek flood plain analysis and map adjustments if needed, irrigation equipment adjustments for Hartung Farms, estimate of quantities, prepare engineers estimate, plans and specifications compatible with WDOT Bureau of Aeronautics standards. Answer questions during bidding and construction.

- **Design Reports**

Assist with Design Reports being prepare by others. Consultant will provide exhibits and engineering information as needed.

- **Environmental Documentation**

Assist with Environmental Documentation being prepare by others. Consultant will provide exhibits and engineering information as needed.

- **Agency Coordination**

Coordination with all Town, County, State and Federal Agencies that have input and approval of the project.

- **Utility Coordination**

Coordination with all above ground and underground utilities and provide a plan of action for resolution of all conflicts prior to construction.

- **Right of Way**

Develop of Right of Way Plat showing the boundaries of all required lands for the construction and maintenance of the ditch. Descriptions documenting each easement from the individual landowners will be created along with recordable documents. Appraisals, if needed, will be prepared and the Consultant will acquire said easements for the project.

## **REAL ESTATE ACQUISITION**

- **Real Estate Acquisition**

Provide Real Estate Acquisition services to acquire easements for the construction and maintenance of the project in conformity with the "Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970". Parcel appraisals will be provided where required.

Specific items include:

Acquisition of up to seven (7) parcels:

- i. Assisting Sauk and Richland Counties with the approval of the sales study
- ii. Offering Letter
- iii. Partial Release of Mortgage (if necessary)
- iv. Statement to Construction Engineer
- v. Signed Negotiation Diary
- vi. Signed Warranty Deed Document and conveyance of rights by owner, recorded and notarized.
- vii. Nominal Payment Parcel-Waiver of Appraisal or Donation-Waiver of Appraisal.
- viii. Signed W-9 Form

- ix. Preparing all documents on correct forms
- x. Notify Client for acquisition reimbursements and distribution.
- xi. Preparing Real Estate Transfer Forms as needed
- xii. Copying and submitting forms to Lafayette County

- **Public Involvement**

Prepare exhibits and attend up to two public informational meetings to share the details of the project with the public.

- **Meetings**

Attend monthly Tri-County Airport Commission Meetings, property owners' meetings as needed, and meetings to coordinate the project design with Westwood Infrastructure, Inc. and WisDOT Bureau of Aeronautics as needed.

Services not set forth above are specifically excluded from the scope of the Consultant's services and the Consultant assumes no responsibility to provide such services unless an agreement for Additional Services is made and appended to this Contract.

**SCHEDULE:**

This Agreement is based upon the following anticipated schedule.

Start of Work                      May 21, 2021

Completion Date                  June 1, 2022

Note that this schedule assumes Authorization to Proceed by May 20, 2021 and that permit approvals, delivery of documents by others etc. will occur without any substantial delays. Any difficulties in the process may affect the outlined schedule.

**ASSUMPTIONS:**

This agreement is subject to the following assumptions/conditions:

**ENGINEERING**

1. All permit fees will be paid by the Client.
2. Cultural, historic, archeological, or wetland assessment investigations or site remediation activities are not included.

**REALESTATE ACQUISITION**

1. All recording fees will be paid as extras by the Client.
2. Payments for easements in accordance with the terms of the accepted offering letter, for each parcel, will be provided by the Client.
3. This assumes the property owners are willing sellers. Jewell staff will meet with landowners, as needed, to negotiate the easement.

4. condemnation or legal action is required, time for Jewell staff will be extra on a time and material Any landowner who is not willing to agree to the terms of the easement, and basis.
5. This contract includes all postage for certified mail as well as copies of all signed and approved documents to be delivered to the property owners.
6. Client will provide the approval of the sales study, offering letters, relocation order and right of way plat.

**ADDRESS CONFIRMATION:**

Client's Billing Address is:     Mark Higgs, Manager  
   Tri-County Airport  
   E2525 County HWY. JJ  
   Spring Green, WI. 53588

The telephone number where the Client can be reached is 608-583-2600, and the Client's e-mail address is [mhiggs@co.sauk.wi.us](mailto:mhiggs@co.sauk.wi.us) .

(If any of the above contact information is incorrect, please cross out the incorrect information and write in the correct information.) The client agrees to notify the Consultant if any contact information changes.

**COMPENSATION:**

1. Compensation for services under this Contract shall be a LUMP SUM amount of \$ 92,500.00 for Engineering and a Cost Not to Exceed of \$28,450.00 for Real Estate Acquisition plus costs specifically listed as extra in the Assumptions area of this contract.

Engineering (Lump Sum)	\$ 92,500.00
Real Estate Acquisition (Time and Material Not to Exceed)	\$ 28,450.00
Total Contract	\$120,950.00

2. Jewell Associates Engineers, Inc. shall submit invoices monthly for Services and payment is due within 45 days. If payment in full is not received within 45 days from due date, the invoice will be deemed past due and will bear interest at 1.5% of the past due amount per month.
3. If the Client fails to make payments, any collection costs the Consultant incurs shall become immediately due and payable to the Consultant. The costs include, but are not limited to, legal fees, collection agency fees, and court costs.

**TERMINATION:**

This contract may be terminated at any time upon seven (7) calendar days' written notice by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination.

Failure of Client to make payments when due shall be cause for suspension of services, or ultimately termination, unless and until Consultant has been paid in full all amounts due.

**STANDARD OF CARE:**

The standard of care for all professional services performed or furnished by the Consultant under this Contract will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality.

**INFORMATION PROVIDED BY OTHERS:**

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Contract. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**TIMELINESS OF PERFORMANCE/DELAYS:**

The Consultant will perform services under this Contract with reasonable diligence and expediency consistent with sound professional practices. The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; pandemics and/or endemics; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

**ATTORNEY'S FEES:**

In the event of any litigation arising or related to this Contract or the services provided hereunder, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.

**OWNERSHIP OF INSTRUMENTS OF SERVICE:**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto. The Consultant grants the Client a license to use instruments of the Consultant's service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by the Client or by others acting through the Client, without the Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse or modification.

**DELIVERY OF ELECTRONIC FILES:**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights.

Electronic files are furnished by the Consultant to the Client solely for the convenience of the Client. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

**DISPUTE RESOLUTION:**

Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Contract shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The parties agree that if any dispute is not resolved through mediation either party may seek redress in an appropriate court pursuant to the terms of this agreement.

**CONSTRUCTION PHASE SERVICES:**

If this Contract provides for any construction phase services by the Consultant, it is understood that the Contractor, not the Consultant, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor.

**OPINIONS OF COST:**

Any opinions or estimates of probable construction cost prepared by the Consultant are based on the Consultant's professional judgment and experience. However, since the Consultant has no control over the cost of labor, materials, equipment, or service furnished by others, over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the Consultant's opinions or estimates of probably construction cost.

**EXHIBIT A**

The parties agree to be bound by the terms in the attached Exhibit A.




**CLIENT**



Brent Miller, Administrator  
Sauk County

Date: 5/20/2021



Clint Langreck, Administrator  
Richland County


Date: 20 May 2021



Mark Higgs, Manager  
Tri-County Airport

Date: 5/20/2021

**CONSULTANT**



Greg Jewell, P.E., R.L.S., Chairman  
Jewell Associates Engineers, Inc.

Date: MAY 20, 2021

## Exhibit A

### STANDARD CLAUSES

1. **Insurance.** During the term of this Agreement, Consultant shall, at Consultant's sole cost, maintain the following minimum insurance:

Comprehensive General Liability Limits:  
\$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:  
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Professional Liability:  
\$2,000,000

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the Client as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Client. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

6. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County:           Sauk County Clerk  
                      505 Broadway  
                      Baraboo, WI 53913

With a copy to:   Brent Miller  
                      Community Development Coordinator  
                      505 Broadway  
                      Baraboo, WI 53913

Jewell:            Greg Jewell  
                      Jewell Associates Engineering, Inc.  
                      560 Sunrise Dr.  
                      Spring Green, WI 53588

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

9. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

10. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

11. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

12. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

13. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

14. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the Client of any immunity, liability limitation or other protection available to the Client under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Client shall apply unless the Client elects otherwise.

15. **Open Records Law Compliance.** Consultant understands and agrees that, because Client is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Consultant and/or the Client. Consultant agrees to fully comply with such laws, and to cooperate with Client in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Client or others upon the request of Client. Compliance and cooperation of Consultation shall be at its sole cost and expense.

16. **Integration.** This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.

17. **Relationship of Parties.** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Client and Consultant. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent contractor and not the Client's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the

provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Consultant and the Client, and the Client will not be liable for any obligation incurred by Consultant including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Consultant is not entitled to receive any benefits from Client or to participate in any Client benefit plan.

**18. Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.

**19. Competence, Solvency.** Consultant warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Consultant represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Consultant shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.

**20. Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

**21. Compliance with Laws.** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

**22. Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.



JEWEL-4

QP ID: RH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Schwarz Insurance - S.G. 157 W. Jefferson Street P.O. Box 879 Spring Green, WI 53588-0879 Nadene M. Litscher 608-644-8563	<b>CONTACT NAME:</b> Rana Hughey <b>PHONE (A/C, No, Ext):</b> 608-644-8563 <b>E-MAIL ADDRESS:</b> rhug@schwarzins.com	<b>FAX (A/C, No):</b> 608-643-3249
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Jewell Associates Engineers, Inc. 560 Sunrise Drive Spring Green, WI 53588	<b>INSURER A:</b> Secura Companies <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 22543

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj Aggregat GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP3219060	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3219061	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10000			CU3219063	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3219062	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER CANCELLATION**

<b>TRICO10</b>  Tri-County Airport Commission E2525 County Road JJ Spring Green, WI 53588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Nadene M. Litscher
---	---



JEWEASS-01

EPIEHLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Johnson Insurance Madison 525 Junction Road Madison, WI 53717	<b>CONTACT NAME:</b> Emily Piehler <b>PHONE (A/C, No, Ext):</b> (262) 321-2307 <b>FAX (A/C, No):</b> (877) 254-8586 <b>E-MAIL ADDRESS:</b> epiehler@johnsonfinancialgroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Jewell Associates Engineers Inc. Greg Jewell, President 560 Sunrise Dr Spring Green, WI 53588	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liabili			AEH288369764	4/27/2021	4/27/2022	Each Claim 2,000,000
A	Professional Liabili			AEH288369764	4/27/2021	4/27/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Tri-County Airport Commission E2525 County Road JJ Spring Green, WI 53588	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



JEWEL-4

OP ID: RH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Schwarz Insurance - S.G. 157 W. Jefferson Street P.O. Box 879 Spring Green, WI 53588-0879 Nadene M. Litscher 608-644-8563	<b>CONTACT NAME:</b> Rana Hughey <b>PHONE (A/C, No, Ext):</b> 608-644-8563 <b>FAX (A/C, No):</b> 608-643-3249 <b>E-MAIL ADDRESS:</b> rhug@schwarzins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Secura Companies <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Jewell Associates Engineers, Inc. 560 Sunrise Drive Spring Green, WI 53588	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj Aggregat GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP3219060	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3219061	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CU3219063	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3219062	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>RICCO-5</b>  Richland County Administrator 221 W Seminary Street Richland Center, WI 53581	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Nadene M. Litscher</b>
---	--





JEWASS-01

EPIEHLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Johnson Insurance Madison 525 Junction Road Madison, WI 53717	<b>CONTACT NAME:</b> Emily Piehler	
	<b>PHONE (A/C, No, Ext):</b> (262) 321-2307	<b>FAX (A/C, No):</b> (877) 254-8586
<b>E-MAIL ADDRESS:</b> epiehler@johnsonfinancialgroup.com		
<b>INSURED</b> Jewell Associates Engineers Inc. Greg Jewell, President 560 Sunrise Dr Spring Green, WI 53588	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Continental Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 20443

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	\$
A	Professional Liabili			AEH288369764	4/27/2021	4/27/2022	Each Claim	2,000,000
A	Professional Liabili			AEH288369764	4/27/2021	4/27/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Richland County Administrator 221 W. Seminary Street Richland Center, WI 53581	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



JEWEL-4

OP ID: RH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schwarz Insurance - S.G. 157 W. Jefferson Street P.O. Box 879 Spring Green, WI 53588-0879 Nadene M. Litscher	608-644-8563	CONTACT NAME: Rana Hughey PHONE (A/C, No, Ext): 608-644-8563 FAX (A/C, No): 608-643-3249 E-MAIL ADDRESS: rhug@schwarzins.com
INSURED Jewell Associates Engineers, Inc. 560 Sunrise Drive Spring Green, WI 53588	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Secura Companies	NAIC # 22543
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj Aggregat GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BP3219060	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			A3219061	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CU3219063	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3219062	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SAUCO-2

Sauk County Administrator  
Sauk County West Square Bldg  
505 Broadway, Room #134  
Baraboo, WI 53913

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Nadene M. Litscher



JEWEASS-01

EPIEHLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Johnson Insurance Madison 525 Junction Road Madison, WI 53717	<b>CONTACT NAME:</b> Emily Piehler <b>PHONE (A/C, No, Ext):</b> (262) 321-2307 <b>E-MAIL ADDRESS:</b> epiehler@johnsonfinancialgroup.com	<b>FAX (A/C, No):</b> (877) 254-8586
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Jewell Associates Engineers Inc. Greg Jewell, President 560 Sunrise Dr Spring Green, WI 53588	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	
A	Professional Liabili			AEH288369764	4/27/2021	4/27/2022	Each Claim	2,000,000
A	Professional Liabili			AEH288369764	4/27/2021	4/27/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


### CERTIFICATE HOLDER

### CANCELLATION

Sauk County Administrator  
 Sauk County West Square Building, Room #134  
 505 Broadway  
 Baraboo, WI 53913

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

A Resolution Petitioning The Secretary of Transportation for Airport Improvement Aid

WHEREAS, the Richland County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and, and

WHEREAS the sponsor desires to develop or improve the Tri-County Regional Airport, Sauk County, Wisconsin, and

**"PETITION FOR AIRPORT PROJECT"**

WHEREAS airport users have been consulted in formulation of the improvements included in this resolution, and

WHEREAS a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition.

NOW THEREFORE BE IT RESOLVED by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a local general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: drainage improvements from Tri-County Airport to Bear Creek; airport drainage improvements; conduct airport master plan and update airport layout plan; crack fill and seal coat airport pavements; rehabilitate/reconstruct taxiways; clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

**"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"**

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32 .02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

**"AIRPORT OWNER ASSURANCES"**

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE Tri-County Airport Commission Chairman and Secretary\_ be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

VOTE FOR FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE FINANCE AND PERSONNEL COMMITTEE

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

FOR AGAINST

\_\_\_\_\_  
RESOLUTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
DATED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

I, \_\_\_\_\_, Clerk of Richland County, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a \_\_\_\_\_ meeting of the \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_, adopted by a majority vote, and recorded in the minutes of said meeting.

\_\_\_\_\_  
Clerk



## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Bank account authority for Clerk Kalish

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	
<b>Date submitted:</b>	May 20 <sup>th</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to ... authorize the addition of Derek Kalish, County Clerk to the list of authorized representatives of Richland County Bank accounts with signature authority; and to remove Victor Vlasak, former County Clerk from the Richland County accounts.

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

The current authorized representatives for the Richland County account are: Julie Keller, Josh Bell, Clinton Langreck and Victor Vlasak. The bank requires minutes/action by the Richland County Finance and Personnel Committee to add and remove names from the authorization list and granting signature authority.

**Attachments and References:**


**Financial Review:**

*(please check one)*

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

*(summary of current and future impacts)*

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name: Resignation of Highway Commissioner**

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	May 29 <sup>th</sup> 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Handbook
<b>Date submitted:</b>	June 1 <sup>st</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to ... accept resignation of Highway Commissioner, Roger Petrick.

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

Commissioner Petrick will be resigning on his own accord and in good standings with the county. The county Administrator will be working with the Highway Committee to appoint interim leadership and begin the recruitment process.

**Attachments and References:**

Resignation Letter Attached	

**Financial Review:**

*(please check one)*

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

*(summary of current and future impacts)*

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)

HIGHWAY COMMITTEE  
STEVE WILLIAMSON - CHAIRMAN  
17998 State Hwy 60, Blue River  
GARY MANNING-V. CHAIRMAN  
27321 Manning Ln., Richland Center  
KERRY SEVERSON-SECRETARY  
2250 US Hwy 14 E, Richland Center  
CHAD M. COSGROVE  
1513 Rainbow Dr., Richland Center  
MARC COUEY  
23372 Bomkamp Rd., Muscoda, WI

**RICHLAND COUNTY  
HIGHWAY COMMISSION**  
*120 Bowen Circle, Richland Center, WI 53581*  
**OFFICE PHONE (608) 647-4707**  
**FAX (608) 647-3231**

ROGER PETRICK  
Highway Commissioner  
Cell Phone: 608-604-7624  
ROGER GANDER  
State Patrol Superintendent  
Cell Phone: 608-604-7623  
DERRICK BROWN  
County Patrol Superintendent  
Cell Phone: 608-475-0032  
LISA MUELLER  
Bookkeeper  
CERRESA NIMOCKS  
Office Clerk  
GLEN NIEMEYER  
Parts Clerk

**May 26<sup>th</sup> 2021**

**Dear Clinton Langreck,**

***Please accept my resignation from the position of Highway Commissioner for Richland County. I am very thankful for the opportunities which Richland County has provided me, it has been an enriching and rewarding experience. Having said that due to personal reasons my presence is required elsewhere.***

***Sincerely,***

  
**Roger Petrick**

*Accepted 26 May 2021  
Roger is staying on  
through June 30th*



**Richland County Committee**

**Agenda Item Cover**

**Agenda Item Name: MOU with Clerk**

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	June 1 <sup>st</sup> , 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Rule 19, Res 21-57
<b>Date submitted:</b>	May 29 <sup>th</sup> , 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to ... approve the memorandum of understanding (MOU) for additional Clerk duties through the 2021-2024 term, and to recommend the MOU to the Richland County Board for adoption.

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

The attached MOU and Finance Officer job description are brought forward in meeting the following requirements of the Resolution 21-57.

**(Resolution 21-57)**

*... WHEREAS the additional ~\$15,000 in annual County Clerk salary for the remainder of the 2021-24 term may be allocated toward non-statutory duties and to fulfill certain strategic plan and administrative priorities adopted through Resolution 20-107,...*

*...BE IT FURTHER RESOLVED that a memorandum of understanding be developed between the Administrator and incoming Clerk to detail the extra duties assigned to the Clerk for the remainder of the 2021-24 term, and...*

*...BE IT FURTHER RESOLVED that this memorandum of understanding be approved by the County Board with first review by the Finance & Personnel Committee, ...*

These items were prepared in collaboration with Clerk Kalish how is willing to accept with recognition that statutory duties take precedence.

**Attachments and References:**

MOU	
Finance Officer – Job Description	

**Financial Review:**

(please check one)

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

*(summary of current and future impacts)*

**Richland County Committee**

**Agenda Item Cover**

---

**Approval:**

**Review:**

*Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

---

To: Derek Kalish, Richland County Clerk

Subject: MOU of Extra Duties — Response to Resolution No. 21-57

29-May-21

Clerk Kalish,

This Memorandum of Understanding (MOU) is in response to Resolution No.21-57 adopted by the Richland County Board in the April 20<sup>th</sup>, 2021 meeting.

**Scope and Term** — The term of this employment is intended to meet the following objectives and criteria:

1. Under RESOLUTION NO. 21 – 57 the additional salaries associated with the Richland County Clerk position were intended with the historic assignment of Administrative Coordinator additional duties. Because these duties were displaced with the change to the Administrator model of government, it has been proposed and adopted by the County Board to have these additional compensations removed from the Clerk position entering the 2025-2028 term.
2. With these additional compensations in place for the 2021-2024 term, the Richland County Board has proposed additional duties, both statutory and non-statutory, be established with a memorandum of understanding developed between the Administrator and incoming Clerk. Details of the extra duties assigned to the Clerk for the remainder of the 2021- 24 term are to be approved by the County Board with first review by the Finance & Personnel Committee.

**Duties, Authorities and Goals** — This memorandum of understanding establishes the following extra duties and authorities of the Clerk position for the remainder of the 2021-24 term.

3. The duties, responsibilities and authorities defined by the Financial Officer Job Description [Attached]
4. Assistance with Strategic Goals of Resolution No. 21-107:
  - III. Make resolutions and ordinance available and organized on the internet
  - VII. Develop finance and purchasing policy (increase admin authority on purchasing)
5. Begin preliminary assessment and planning for possible next generation finance and payroll system.



# RICHLAND COUNTY

Office of Clinton Langreck, County Administrator

221 West Seminary Street • Richland Center, WI • 53581

Phone: (608) 649-5960 • Fax: (608) 647-6611

E-Mail: [clinton.langreck@co.richland.wi.us](mailto:clinton.langreck@co.richland.wi.us)

**Legal Recognition** — This memorandum of understanding is an agreement containing additional duties, responsibilities and authorities which may not be statutory by Wisconsin Statute 59.23(2)(c). These extensions of duties beyond statutory are performed at the discretion of Clerk Derek Kalish and with his consent. If performance concerns arise as related to these extra duties which extend the beyond the scope of Wisconsin Statute 59.23(2)(c) it is recognized that they may not constitute “for cause” as defined through Wisconsin Statutes 17.001 and 17.09(1).

---

### Acknowledgement and Consent:

Derek Kalish: \_\_\_\_\_  
(Clerk)

Date \_\_\_\_\_

Marty Brewer: \_\_\_\_\_  
(Board Chair)

Date \_\_\_\_\_

Clinton Langreck: \_\_\_\_\_  
(Administrator)

Date \_\_\_\_\_

Attachments:

1. Res. No 21-57 (Below)
2. Financial Officer – Job Description (Attached)

Clinton Langreck  
Richland County — Administrator

Cc: Marty Brewer, Richland County Board — Chair  
Shaun Murphey-Lopez, Finance and Personnel — Chair  
P-file

## RESOLUTION NO. 21 - 57

A Resolution Reducing the County Clerk Salary for the 2025-28 Term.

WHEREAS the County Board passed Resolution 20-44 in March of 2020 adopting the following salaries for the 2021-24 term:

### County Clerk

1. \$78,952.62 for 2021, that being a 2.5% increase over the 2020 salary of \$77,026.95;
2. \$80,926.44 for 2022, that being a 2.5% increase over the 2021 salary of \$78,952.62;
3. \$82,126.44 for 2023, that being a \$1,200 increase over the 2022 salary;
4. \$83,326.44 for 2024, that being a \$1,200 increase over the 2023 salary.

### County Treasurer and Register of Deeds

1. \$63,885.80 for 2021, that being a 2.5% increase over the 2020 salary of \$62,327.61;
2. \$65,482.95 for 2022, that being a 2.5% increase over the 2021 salary of \$63,885.80;
3. \$66,682.95 for 2023, that being a \$1,200 increase over the 2022 salary;
4. \$67,882.95 for 2024, that being a \$1,200 increase over the 2023 salary.

WHEREAS Wisconsin Statute 59.22 does not allow increases or decreases in salary for elective offices during a term but allows changes in later terms, and

WHEREAS a review of County Clerk salaries in 13 similar counties (with a population of 15,000 to 24,000 and/or neighbors) found that the average County Clerk salary for 2021 is \$64,246, with a range of \$54,621 - \$73,502, and

WHEREAS the decrease is appropriate because the County Clerk no longer carries out duties of the Administrative Coordinator, and

WHEREAS the additional ~\$15,000 in annual County Clerk salary for the remainder of the 2021-24 term may be allocated toward non-statutory duties and to fulfill certain strategic plan and administrative priorities adopted through Resolution 20-107,

NOW THEREFORE BE IT RESOLVED when elected official salaries are set for the 2025-28 term, the salary of the County Clerk shall be reduced to equal the salary of the Register of Deeds and Treasurer, and

BE IT FURTHER RESOLVED this reduction should not be interpreted as a reflection of the performance of the person holding the office of County Clerk, and

BE IT FURTHER RESOLVED that a memorandum of understanding be developed between the Administrator and incoming Clerk to detail the extra duties assigned to the Clerk for the remainder of the 2021 - 24 term, and

BE IT FURTHER RESOLVED that this memorandum of understanding be approved by the County Board with first review by the Finance & Personnel Committee, and

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

# RICHLAND COUNTY POSITION DESCRIPTION

**Position Title:** Finance Officer (+ duty of Clerk)     **Department:** Clerk/Administrator  
**Reports to:** County Board (F+P Committee)     **Pay Grade:** Salary (By Resolution)  
**Date:** June 16, 2021     **Hours Per Week:** as needed/available

---

## PURPOSE OF POSITION

The Finance Officer is responsible for performing technical work with accounting services in accordance with Wisconsin Statute 59.23. This position helps provide guidance, direction and support to the administrator, treasurer, accounting supervisor and county board regarding the financial management and practices of the County. This position assists with structuring financial programs, budgets and establishing reporting mechanisms to comply with funding source regulations. The Finance Officer identifies potential problems, formulates solutions and makes recommendations to the County Administrator and County Board regarding County finances.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

**The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- Assists the administrator, accounting supervisor and departments with creating, updating, and coordinating the implementation of financial: policy, procedures, reporting and accounting methods; monthly and periodic reconciliation of account and financial statement balances, and budget management with the County Administrator.
- Reviews and evaluates County's general ledger configuration, accounts receivable and payable practices and disbursements and makes recommendations to the County Administrator and County Board for improvements of changes in accounting methods and systems in order to conform to reporting and auditing standards as required by rules or law and the General Accounting Standards Board (GASB)
- Assist in pre-auditing of bills and other county expenditures.
- Assists the administrator and accounting supervisor with pre-audit support schedules for annual review by the independent auditor to reduce the time and cost of the annual audit. Work with and respond to the auditors while they are conducting the audit.
- Reviews opening and closing of the County books of account, and reconciling closing balances to the budgetary financial statements for the year.
- Assist the County Administrator, Finance and Personnel Committee and the County Board in preparing statistical data in support of financial goals.
- Assist the County Administrator, Finance and Personnel Committee and the County Board in developing bonding projects.
- Responsible to plan, organize and assist the County Administrator in preparation and adoption of annual budget.

- Confer with the County Administrator and the Employee Relations Department on the fiscal impact of proposals regarding wages and benefits and provide costing information with proposals for labor negotiations.
- Audits grant reports and schedules for a variety of programs. Oversee and monitor grant requests and reports prepared by County departments.
- Conducts financial training of county staff on budgeting, purchasing, accounting and reporting procedures and internal controls pertaining thereto.
- Participates in employee interviews and trains new employees.
- May be required to perform backup to Accounting Supervisor, Payroll & Benefits Specialist and accounts payable duties.
- Performs other necessary duties as required to include assisting with election functions as directed.

### **MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

- Bachelor's degree from accredited college or university in Accounting or Business Administration with three years accounting experience, or any combination of education and experience that provides equivalent knowledge, skills and abilities.
- Preference for a 2-year or 4-year degree in Accounting or Government/Business Finance
- Preference for knowledge of working with an IBM I-Series, AS400 system
- Preference for registration as a certified public accountant
- Must be proficient with Microsoft Word and Excel

### **PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

#### **Language Ability and Interpersonal Communication**

- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment. ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe date and information.
- Ability to advise and interpret on how to apply policies, procedures and standards to specific situations. Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to use advisory data and information such as financial statements, census
- Ability to use advisory data and information such as financial statements, census

reports, State EEO report, minutes, County resolutions and ordinances, computer software operating manuals, resolutions and ordinances, computer software operating manuals, procedures, guidelines, non-routine correspondence and laws.

**Mathematical Ability**

- Ability to add, subtract, multiply and divide, calculate percentages, decimals and fractions and interpret basic descriptive statistical reports.
- Ability to run and evaluate financial forecasting formulas

**Judgment and Situational Reasoning Ability**

- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against measurable criteria.
- Ability to use functional reasoning development in performing activities within rational systems involving diversified work requiring exercise of judgment.

**Physical Requirements**

- Ability to coordinate eyes, hands, feet, and limbs in performing moderately coordinated movements such as pressing, pumping and smoothing. Ability to grasp and place objects. Ability to recognize and identify sounds.
- Ability to exert light physical effort in sedentary to light work, involving lifting, carrying pushing and pulling. Ability to handle, finger and feel.
- Ability to operate a variety of office equipment and machinery including personal computer, telephone, calculator, photocopier, fax, etc. Ability to move and guide material using simple tools.

**Environmental Adaptability**

- Ability, in regard to environmental factors such as temperature variations, odors, toxic agents, violence, noise, vibrations, wetness, disease and/or dust, to work under very safe and comfortable conditions.

Richland County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

---

Employee's Signature

---

Date

---

Supervisors Signature

---

Date