

# County Clerk's Office

## Richland County, Wisconsin

Derek S. Kalish  
County Clerk

Richland County Courthouse  
181 W Seminary Street  
Richland Center, Wisconsin 53581

Phone (608) 647-2197  
derek.kalish@co.richland.wi.us

Dated Posted: March 14, 2025

Please be advised that the Richland County Board of Supervisors will convene at 7:00 p.m., Tuesday, March 18, 2025, in the County Board Room on the third floor of the Richland County Courthouse, located at 181 W Seminary Street, Richland Center, Wisconsin 53581.

Virtual access and documents for the meeting can be found by clicking on this link:

<https://administrator.co.richland.wi.us/minutes/county-board/>

### Agenda

1. Call To Order
2. Roll Call
3. Invocation
4. Pledge Of Allegiance
5. County Clerk Verification Of Open Meeting Laws Compliance
6. Approve Agenda
7. Approve Minutes Of The February 18, 2025 Meeting
8. Public Comment
9. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(C): Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governmental Body Has Jurisdiction Or Exercises Responsibility: Review Of County Administrator Recommendation From Executive & Finance Standing Committee
10. Return To Open Session
11. Possible Action On Items From Closed Session
12. Appointments To Various Boards, Committees, And Commissions
  - A. Pine Valley Community Village Administrator
13. Discussion & Possible Action: Approval Of MOU Between Richland School District And Richland County For Use Of Gym At UW Campus
14. Ordinance Relating To A Parcel Belonging To Steve Beutler In The Town Of Henrietta
15. Report On Petitions For Zoning Amendments Received Since The Last County Board Session
16. Report On Rezoning Petitions Recommended For Denial By The Natural Resources Standing Committee
17. Reports
  - A. County Administrator Update
  - B. Campus Reconfiguration Committee Updates
18. Resolution Approving The 2026 Farmland Preservation Planning Grant
19. Resolution Authorizing The Land Conservation Department To Apply For A Joint Allocation Grant From The Wisconsin Department Of Agriculture, Trade And Consumer Protection And The Wisconsin Department Of Natural Resources
20. Discussion & Possible Action: Approval Of Short-Term Rental Ordinance
21. Resolution Requesting No Federal Or State Cuts To Medicaid
22. Resolution Accepting Donations To Symons Recreation Complex
23. Discussion & Possible Action: Approval Of Ordinance Creating A New Code Of Ethics And Repealing Ordinance No. 23-6
24. Resolution Approving Oversight Of County Tennis Courts, Soccer Field, And Walking Trails
25. Correspondence
26. Future Agenda Items
27. Adjourn

## FEBRUARY MEETING

February 18, 2025

**Call To Order:** Chair Turk called the meeting to order at 7:00 PM.

**Roll Call:** Roll call found the following members present: Supervisor(s) Steve Carrow, Mary Miller via WebEx, Sandra Kramer, Richard McKee, Larry Engel, Alayne Hendricks, Gary Manning, Mark Gill, Ingrid Glasbrenner, Michelle Harwick, David Turk, Chad Cosgrove, Melvin “Bob” Frank, Kerry Severson, Steve Williamson, Robert Brookens, and Daniel McGuire. Supervisor(s) absent: Marc Couey and Julie Fleming. Julie Fleming joined the meeting at 7:03 PM.

**Invocation:** Monsignor Roger J. Scheckel , Saint Mary of the Assumption Catholic Parish, gave the invocation.

**Pledge of Allegiance:** Deputy County Clerk Hege led the Pledge of Allegiance.

**County Clerk Verification Of Open Meeting Laws Compliance:** Deputy County Clerk Hege confirmed the meeting had been properly noticed.

**Approve Agenda:** Motion by Kramer, second by McKee to approve the agenda. Motion carried and the agenda was approved.

Supervisor Fleming joined the meeting at 7:03 PM.

**Approve Minutes Of The January 21, 2025 Meeting:** Chair Turk asked there were any amendments or changes to the minutes. Hearing none, Chair Turk declared the minutes of the January 21, 2025 meeting approved as printed.

**Public Comment:** Alan Lins with the Symon’s Recreation Complex Natatorium Board presented a request to the county board to allow the Symon’s Recreation Complex to use the gymnasium on the former campus property. Supervisor Kerry Severson made a brief statement urging the members of the county board to consider and evaluate the first full year since reorganization.

### **Appointments To Various Boards, Committees, And Commissions:**

**A: Transportation Coordinating Committee Member:** Interim County Administrator Kalish presented the proposed appointment of Eric Rynes to the Transportation Coordinating Committee to replace Jeremy Walsh. Motion by Cosgrove, second by Kramer to approved the appointment of Eric Rynes to the Transportation Coordinating Committee to replace Jeremy Walsh. Motion carried and Eric Rynes was appointed to the Transportation Coordinating Committee to replace Jeremy Walsh.

**B: 2025 Emergency Fire Wardens:** Interim County Administrator Kalish presented a list of business and individuals recommended to serve as Emergency Fire Wardens in Richland County by the Wisconsin DNR Service. Motion by Manning, second by Fleming to approve the 2025 Emergency Fire Wardens as listed. Motion carried and the 2025 Emergency Fire Wardens were approved as listed.

Business Name	Street Address	City	State	Zip Code
Boaz Country Store	17190 US Hwy 14	Richland Center	WI	53581
Natural Bridge Grocery	17520 Hwy 80	Richland Center	WI	53581
Richland County Land Conservation	181 W Seminary Street	Richland Center	WI	53581

The Port	14750 St. Hwy 60	Blue River	WI	53518
----------	------------------	------------	----	-------

**C: MIS Director:** Interim County Director Kalish presented the recommendation to approve Interim County Administrator's appointment of Jason Marshall to the role of MIS Director effective March 4, 2025. Motion by Kramer, second by McKee to approve Interim County Administrator's appointment of Jason Marshall to the role of MIS Director effective March 4, 2025. Brief discussion ensued. Interim Administrator Kalish gave the background that Ms. Barbara Scott, the current MIS Director had announced her retirement and that Mr. Marshall has extensive experience in working with Richland County and is heavily involved in many of the current projects under way and that the appointment of Mr. Marshall would assist in the efforts to ensure a continuity of operations within the department and county-wide. Motion carried, and approve was achieved for Interim County Administrator's appointment of Jason Marshall to the role of MIS Director effective March 4, 2025

Ordinance No. 25-3 Amendment No. 616 To Richland County Code Of Ordinance Chapter 119- Zoning Relating to 2 Parcels Belonging To Jerel T and Claudia R Berres In The Town of Dayton was read by Deputy Clerk Hege. Motion by Manning, second by Gill that Ordinance No. 25-3 be adopted. Supervisor Carrow gave a brief explanation. Motion carried and the ordinance declared adopted.

### **ORDINANCE NO. 25 - 3**

Amendment No. 616 To Richland County Code Of Ordinance Chapter 119- Zoning Relating To 2 Parcels Belonging To Jerel T And Claudia R Berres In The Town Of Dayton.

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

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

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

2. Richland County Code of Ordinance Chapter 119- Zoning, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

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

That the following described 54.07-acre parcels belonging to Jerel T & Claudia R Berres in the Town of Dayton is hereby rezoned from Agricultural/Residential (AR) to the Agricultural/Forestry (AF) District:

Fraction of the Northwest (NW ¼) of the Northeast Quarter (NE ¼) of Section Eight (8), Township Ten (10) North, Range One (1) West, Richland County, Wisconsin, North of the centerline of County Hwy A excluding lot 5 of Sienna Hills subdivision.

Fraction of the Northeast (NE ¼) of the Northeast (NE ¼) of Section Eight (8), Township Ten (10) North, Range One (1) West, Richland County, Wisconsin, North of the centerline of County Hwy A excluding lot 5 of Sienna Hills subdivision.

(Also known as lots One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Sienna Hills Subdivision, Richland County, Wisconsin recorded July 2, 2007 at 3:00 p.m. in the Office of the Richland County Register of Deeds in pages 166A- 166B of Plats, as Document No. 279497

3. This Ordinance shall be effective on Passage and Publication.

DATED: FEBRUARY 18, 2025  
PASSED: FEBRUARY 18, 2025  
PUBLISHED: FEBRUARY 27, 2025

ORDINANCE OFFERED BY THE NATURAL  
RESOURCE STANDING COMMITTEE  
(3 FEBRUARY 2025)

		FOR	AGAINST
DAVID TURK, CHAIR	STEVE CARROW	X	
RICHLAND COUNTY BOARD OF SUPERVISORS	JULIE FLEMING	X	
	MARK GILL	X	
	RICHARD MCKEE	X	
	ROBERT BROOKENS		
	CRAIG WOODHOUSE	X	
DEREK KALISH	ALAYNE HENDRICKS	X	
RICHLAND COUNTY CLERK			

Supervisor Carrow reported that he had not heard of any zoning amendments received since the last county board session and reported that he had not heard of any rezoning petitions recommended for denial by the Natural Resources Standing Committee.

### Reports:

**A: County Administrator Update:** Interim County Administrator Kalish reported on various topics, including: Richland County Highway Commissioner Elder being awarded a scholarship to attend the Transportation Development Association conference in Washington DC, the new digital version of the claims reimbursement form for committee per diems, the notice for the vacancy in Supervisory District 3 was appropriately posted, the Public Works Standing Committee changed their meeting date from the 1<sup>st</sup> Thursday of the month to the 2<sup>nd</sup> Thursday of the month, recruitment continues for the County Administrator role, there were interviews planned for the Finance Director role scheduled over the next several days, report that Pine Valley Community Village Interim Director Angela Wall had stepped down, the wage study is in the last round of appeals, the Radio Tower project continues with an approximate completion period of August 2025 with 3.2 million dollars being spent of the 8 million borrowed for the project, the implementation of the Tyler financial software is in progress with the accounts payable portion going first with the pay roll portion to follow later, the



Campus Reconfiguration Committee reviewed the priorities for the future use of the campus site with an emphasis on mandated vs nonmandated services, the next meeting of the Campus Reconfiguration Committee will be on March 5, 2025, the next meeting of the Committee on Committees will be on March 11, 2025, and reported that the Spring Primary Election was happening on February 18, 2025. Brief discussion ensued.

**B: Richland County Tourism Update:** Marty Richards, Tourism Coordinator with Greater Richland Tourism presented several slides on the Great Richland Tourism marketing campaigns and the Direct Visitor Spending In Richland County report for 2014 through 2023. Extensive discussion ensued.

**C: Richland Resiliency Project Report On Land Use:** Supervisor Carrow presented a report from the Richland Resilience Group. Brief discussion ensued.

**D: Campus Reconfiguration Committee Updates:** Chair Turk reported on the discussions held at the most recent Campus Reconfiguration Committee meeting, including: the management of the contents of the campus buildings, Representative Tony Kurtz's recent walk through of the campus buildings and his promise to try to work with the UW System. Chair Turk requested direction from the county board as to whether the Campus Reconfiguration Committee should focus solely on the campus project or should they also include the county wide space needs in their discussions. Extensive discussion ensued. Hearing no clear direction, Chair Turk state that the Campus Reconfiguration Committee would continue down the path of addressing both the campus reconfiguration project and the space needs.

Resolution No. 25-17 approving amendments to two 2024 provider contracts for the Health and Human Services Department was read by Deputy County Clerk Hege. Motion by Kramer, second by Fleming that Resolution No. 25-17 be adopted. Health and Human Services Director, Tricia Clements gave a brief explanation. Motion carried and resolution declared adopted.

#### **RESOLUTION NO. 25 - 17**

Resolution Approving Amendments To Two 2024 Provider Contracts For The Health And Human Services Department.

WHEREAS the Richland County Procurement Ordinance provides that any contract entered into by the Department of Health and Human Services involving the expenditure more than \$100,000 either at one time or within the course of one year must be approved by the County Board, and

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

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the following amendments to the following contract:

With **Diane's Adult Family Home** of Arena, with the original contract being for \$100,000, amended to \$125,000 due to an increased need to provide adult family home services to Richland County Health and Human Services clients; and

With **Fiscal Assistance, Inc.** of Madison, with the original contract being for \$40,000, amended to \$120,000 due to an increased need to provide financial management services; and

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

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

VOTE ON FOREGOING RESOLUTION

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

RESOLUTION OFFERED BY THE COUNTY BOARD  
MEMBERS OF THE COMMUNITY & HEALTH  
SERVICES STANDING COMMITTEE  
(06 FEBRUARY 2025)

RESOLUTION ADOPTED

FOR

AGAINST

DEREK S. KALISH  
COUNTY CLERK

MARY MILLER

X

DATED: FEBRUARY 18, 2025

SANDRA KRAMER

X

INGRID GLASBRENNER

X

MICHELLE HARWICK

X

DANIEL MCGUIRE

Resolution No. 25-18 urging Governor Evers and the Wisconsin Legislature to support the county courts was read by Deputy County Clerk Hege. Motion by Manning, second by Glasbrenner that Resolution No. 25-18 be adopted. Richland County Clerk of Courts, Stacy Kleist gave a brief explanation. Motion carried and resolution declared adopted.

### **RESOLUTION NO. 25 - 18**

Resolution Urging Governor Evers And The Wisconsin Legislature To Support The County Courts.

WHEREAS, in 2023, the total cost to Wisconsin Counties for running all Circuit Courts was \$237 million. At the same time, the Court Support funding from the state to counties was \$28 million, 12 percent of the actual cost to run the local courts; and,

WHEREAS, the Circuit Court system is intended to be a state-county partnership; and

WHEREAS, the state's fiscal responsibilities include Judges, Court reporters, CCAP equipment, and the Circuit Court Cost Appropriation; and,

WHEREAS, the Counties are fiscally responsible for the majority of other functions of the court, including, but not limited to the following: bailiffs and court security officers, courthouse building maintenance, phones and utilities, Clerk of Court and Register in Probate, staff salaries and benefits, jury costs, psychological exams, guardians ad litem and court-appointed attorneys, expert witnesses, interpreters and translation fees, court commissioners, law libraries, corporation counsel, courtroom technology and audio visuals, copying machines and other non-CCAP office technology, office supplies, furniture, recruitment and training, financial collection efforts, mail fees, printing costs, exhibit and file storage, access to state data, insurance, service of court documents, judicial staff attorneys, and equipment repair; and,

WHEREAS, over the last 10 years, the increase in the county portion of the cost to run the courts is nearly six times higher than the increase in Circuit Court Cost Appropriations provided to cover these costs, and counties now pay almost \$150,000,000 more than the state in unbalanced Circuit Court costs.

NOW THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that Richland County joins the Wisconsin Clerks of Circuit Court Association (WCCCA) and the Wisconsin Counties Association (WCA) in their efforts to increase the Circuit Court Cost Appropriation by \$70 million payable to Wisconsin Counties in the 2025/27 Wisconsin State Budget.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication and a copy sent by the Richland County Clerk to Governor Evers and all Wisconsin State Legislators representing Richland County.

VOTE ON FOREGOING RESOLUTION

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

RESOLUTION OFFERED BY THE  
PUBLIC SAFETY STANDING COMMITTEE  
(07 FEBRUARY 2025)

RESOLUTION ADOPTED

DEREK S. KALISH  
COUNTY CLERK

DATED: FEBRUARY 18, 2025

BOB FRANK  
DAVID TURK  
GARY MANNING  
JULIE FLEMING  
CHAD COSGROVE  
KERRY SEVERSON  
CRAIG WOODHOUSE

FOR      AGAINST

X  
X  
X  
X  
X  
X

Resolution No. 25-19 approving a new collective bargaining agreement with the Richland County Deputy Sheriff Association, WPPA (The Union) was read by Deputy County Clerk Hege. Motion by Frank, second by Williamson that Resolution No. 25-19 be adopted. County Corporation Counsel, Attorney Michael Windle and Chief Deputy Wallace both spoke to the resolution and agreement. Motion carried and resolution declared adopted.

**RESOLUTION NO. 25 - 19**

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

WHEREAS the current collective bargaining agreement between Richland County and the Union representing the sworn employees of the Sheriff's Department expired on December 31, 2024, and

WHEREAS the members of the Union have ratified a Collective Bargaining Agreement for 2025 - 2027, and

WHEREAS the Executive & Finance Standing Committee recommends that the Richland County Board of Supervisors approve the 2025 - 2027 agreement.

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors hereby approves the three-year Collective Bargaining Agreement between the County and the Union and authorizes the County Administrator to sign said agreement on behalf of the County.

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

VOTE ON FOREGOING RESOLUTION		RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE (11 FEBRUARY 2025)	
AYES _____	NOES _____		
RESOLUTION ADOPTED		FOR	AGAINST
DEREK S. KALISH COUNTY CLERK		STEVE CARROW	X
		STEVE WILLIAMSON	X
DATED: FEBRUARY 18, 2025		GARY MANNING	X
		MARK GILL	X
		INGRID GLASBRENNER	X
		DAVID TURK	X
		BOB FRANK	X
		MARC COUEY	X
		CRAIG WOODHOUSE	X

AGREEMENT

between

RICHLAND COUNTY, WISCONSIN

and

RICHLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION  
WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
LEER DIVISION

2025-2027

DRAFT

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - AGREEMENT.....	1
ARTICLE II - INTENT AND PURPOSE .....	1
ARTICLE III - UNION RECOGNITION AND BARGAINING UNIT .....	1
3.01 Recognition .....	1
3.02 Dues Deduction.....	1
3.03 Hold Harmless.....	2
ARTICLE IV - MANAGEMENT RIGHTS .....	2
ARTICLE V - GRIEVANCE PROCEDURE.....	2
5.01 Definition of Grievance.....	2
5.02 Steps in Procedure.....	2
Step One .....	2
Step Two .....	2
Step Three .....	3
Step Four .....	3
5.03 Arbitration.....	3
Time Limits.....	3
Costs.....	3
ARTICLE VI - SENIORITY .....	3
6.01 Definition .....	3
6.03 Vacancies .....	4
6.04 Layoffs .....	4
6.05 Probation .....	4
6.09 Promotions .....	5
ARTICLE VII - HOLIDAYS.....	5
ARTICLE VIII - VACATIONS.....	5
ARTICLE IX - SICK LEAVE .....	7
9.01 Rate of Accumulation .....	7
9.02 Eligibility.....	7
9.03 Medical Leave of Absence.....	7
9.05 Definition of Sick Leave .....	7
9.06 Occurrences.....	7
ARTICLE X - INSURANCE.....	7
10.01 Health Insurance.....	7
10.02 Dental Insurance.....	8
10.03 Health Insurance While on Worker's Compensation .....	8
10.04 Worker's Compensation Supplement .....	8
10.05 Retirement Insurance .....	8
10.06 Sec. 125 Plan.....	8
ARTICLE XI - LIFE INSURANCE .....	8

ARTICLE XII - WISCONSIN RETIREMENT FUND .....	9
ARTICLE XIII - STRIKE OR LOCKOUT .....	9
ARTICLE XIV - HOURS OF WORK, WAGES AND CLASSIFICATION.....	9
14.01 Wage Schedule.....	9
14.02 Work Schedules .....	9
14.03 Overtime.....	10
Compensatory Time .....	10
14.04 Emergency Duty.....	11
14.05 Temporary Assignments .....	11
14.06 Call-In Pay .....	11
14.07 Order-Ins.....	11
14.08 Casual/Temporary Employees .....	11
14.09 Casual/Temporary Employees - Training and Rates of Pay .....	12
14.10 Effective Date of Wage Rate Changes.....	12
14.1 Pay Day .....	12
ARTICLE XV - LONGEVITY .....	12
ARTICLE XVI - UNIFORM ALLOWANCE.....	12
ARTICLE XVII - UNION ACTIVITY.....	13
17.01 Bulletin Board .....	13
17.02 No Loss of Pay .....	13
ARTICLE XVIII - MISCELLANEOUS.....	13
18.01 Military Leave of Absence.....	13
18.02 Lawsuits .....	13
18.03 Personal Leaves.....	13
18.05 Ammunition .....	13
18.06 Notice of Discipline .....	13
18.07 Retirement.....	13
18.08 Expense Reimbursement.....	14
ARTICLE XIX - BEREAVEMENT LEAVE.....	14
ARTICLE XX - LEGAL AGREEMENT .....	14
ARTICLE XXI - DURATION.....	14
<b>SCHEDULE A.....</b>	<b>16</b>
<b>Wages, Rates and Classifications .....</b>	<b>16</b>

## ARTICLE I - AGREEMENT

1.01 This agreement is made and entered into this first day of January, 2025, at Richland Center, Wisconsin, pursuant to the provisions of Section 111.77, Wisconsin Statutes, by and between Richland County, Wisconsin, hereinafter referred to as the "Employer," and Richland County Deputy Sheriff's Association, WPPA, LEER, on behalf of the Richland County Sheriff Department Employees hereinafter referred to as the "Union."

## ARTICLE II - INTENT AND PURPOSE

2.01 It is the intent and purpose of the parties hereto that this agreement establishes negotiated terms for wages, hours, and conditions of employment for employees in the bargaining unit.

## ARTICLE III - UNION RECOGNITION, BARGAINING UNIT AND DUES

3.01 Recognition: Richland County recognizes Richland County Deputy Sheriff's Association, WPPA, LEER, as the exclusive bargaining representative for the public safety employees of the Richland County Sheriff Department, referenced in Schedule A, but excluding confidential employees, the sheriff, chief deputy sheriff, and lieutenants of Richland County, with respect to wages, hours, and working conditions.

### 3.02 Dues Deduction:

- (a) The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form supplied by the WPPA/LEER. This deduction shall include any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues (the "combined dues"). Employees who enter the Union on the 1<sup>st</sup> through the 15<sup>th</sup> day of the month will have dues deducted from their first month's pay. Employees who enter the Union after the 15<sup>th</sup> will have dues deducted beginning on the first day of the next month following date of hire.
- (b) It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.
- (c) The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the WPPA/LEER or Local Association if applicable, in one lump sum not later than the end of the month in which the deduction is made.
- (d) Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.
- (e) The Association as the exclusive representative of all the employees in the bargaining unit, will represent all such employees fairly and equally. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply, consistent with



the union constitution and bylaws. No employee shall be denied Association membership because of race, creed, color, or sex.

3.03 Hold Harmless: The WPPA/LEER does hereby indemnify and shall hold the County of Richland harmless against any and all claims, demands, suits or other forms of liability, including court costs that shall arise out of or by reason of action taken or not taken by the County, which action or non-action is in compliance with the provisions of this article/section.

#### ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Employer shall have the sole and exclusive right to determine the number of employees to be employed, the duties of each of these employees, the nature, hours and place of their work, and all other matters pertaining to the management and operation of Richland County and Richland County Sheriff Department, including the hiring and promotion of employees. The Employer shall have the right to demote, suspend, discharge or otherwise discipline employees for just cause.

The Employer has the exclusive right to assign and direct employees, to schedule work and to pass upon the efficiency and capabilities of the employees, and the Employer may establish and enforce reasonable work rules and regulations. Further to the extent that rights and prerogatives of the Employer are not explicitly granted to the Union or employees, such rights are retained by the Employer. However, the provisions of this article shall not be used for the use of undermining the Union or discriminating against any of its members.

#### ARTICLE V - GRIEVANCE PROCEDURE

5.01 Definition of Grievance: For the purpose of this agreement, the term "grievance" means any dispute between the Employer and an employee within the unit, or the Employer and the Union relating to the interpretation, application, breach or violation of the terms of this agreement and any matters related to safety and work rules relating to the interpretation, application, breach or violation of the terms of this agreement. No grievance shall be discussed during working hours without prior notice to the Richland County sheriff.

5.02 Steps in Procedure: Grievances shall be processed in the following manner (time limits set forth shall be exclusive of Saturdays, Sundays and holidays):

Step One: The employee and/or Union committee chairperson shall present any grievance in writing to the sheriff of Richland County or his/her designee within forty (40) days from the date the grievant first had knowledge of the occurrence of the event causing the grievance. The sheriff shall attempt to a mutually satisfactory adjustment and shall give a written answer to the grievant or the union committee chairperson within ten (10) days after the grievance was presented to him/her. If the sheriff does not submit a written answer, the grievance shall be deemed denied.

Step Two: The grievance shall be considered settled in Step One unless within ten (10) days from the date of denial in Step One, the grievance is presented in writing to the Richland County Administrator. The Richland County Administrator or its representative will meet with the employee, his/her representative and representatives of the Employer as the Richland County Administrator may elect and attempt to resolve the grievance. Such meeting will be held with the Richland County Administrator not later than 30 days of receipt of the written grievance. The Richland County Administrator or its representative, shall submit a written answer to the employee or his/her

representative within ten (10) days following the meeting. If the Richland County Administrator or its representative does not submit a written answer, the grievance shall be deemed denied. If the Committee denies the grievance, it shall be automatically forwarded to the Executive and Finance Standing Committee in Step 3.

Step Three: The Executive and Finance Standing Committee will meet with the employee, his/her representative and representatives of the Employer as the Executive and Finance Standing Committee may elect and attempt to resolve the grievance. Such meeting will be held by the Committee at its next regularly scheduled meeting, but not later than 45 days of receipt of the written grievance. The Executive and Finance Standing Committee shall submit a written answer to the employee or his/her representative within ten (10) days following the meeting. If the Executive and Finance Standing Committee or its representative does not submit a written answer, the grievance shall be deemed denied.

Step Four: If the employee's grievance is not settled at the third step, either party may take the matter to arbitration as hereinafter provided.

#### 5.03 Arbitration:

(a) The grievance shall be considered settled in Step Three above unless within ten (10) days after the last response is received or due, the dissatisfied party (either party) shall request in writing to the other that the dispute be submitted to arbitration.

(b) The parties shall attempt to mutually agree on the selection of the arbitrator to decide the dispute. If no agreement is reached within ten (10) days after notification of intent to arbitrate, either party may request the Wisconsin Employment Relations Commission to provide a panel of arbitrators from its staff from which the parties shall alternately strike until a single name remains.

(c) Time Limits: Time limits set forth above may be extended by mutual agreement in writing.

(d) Arbitration shall be limited to a determination of whether the Employer or the Union has violated the terms of the Agreement. The arbitrator shall not have authority to decide any dispute other than whether the Agreement has been violated, and he/she shall not add to, detract from or modify in any way, the terms of this Agreement.

(e) Costs: Both parties shall share equally the cost of the arbitrator. In the event the parties agree to a transcript of the proceedings, the parties shall each pay one-half of the cost of same.

5.04 The president, vice-president or steward of the Union or their designees shall meet with the sheriff from time to time to discuss Union/management problems, with a view toward the mutual settlement of problems without recourse to the grievance procedure.

### ARTICLE VI - SENIORITY

6.01 Definition: Seniority is defined as an employee's total length of continuous, full-time uninterrupted service within the bargaining unit except that for the purpose of calculating fringe benefits, an employee's seniority will be the employee's total length of continuous uninterrupted service with the Employer. Any break in such service shall result in the loss of bargaining unit seniority except if the chief deputy is appointed from within the bargaining unit, that employee will retain the employee's

accumulated seniority to the date of such appointment but will not accumulate additional seniority while serving as chief deputy. It will be the policy of the Employer to recognize seniority in case of layoff and recall as herein provided.

6.02 In the assignment of shifts and in job transfers, seniority shall prevail.

6.03 Vacancies: All vacancies shall be posted on the bulletin board. Such notice shall be posted for at least five (5) work days and shall state the job requirements and qualifications and rate of pay for the job. An employee desiring to fill such vacancy shall sign the posted notice within the five (5) day time period. If such vacancy constitutes a shift change or job transfer, it shall be awarded pursuant to Section 6.02. If such vacancy constitutes a job promotion, the successful applicant shall be chosen according to the following criteria:

1) A written test will be given to all applicants that is consistent with the job and is job related. The written test will be scored on a zero to forty point scale.

2) A written recommendation by the Employer shall be scored on a zero to twenty point scale. Such recommendation shall measure prior job performance.

3) Seniority shall be worth a maximum of forty points with the most senior applicant receiving the maximum, the next senior applicant to receive 35 points, and therein in a like manner.

The employee receiving the most total points shall be awarded the position and shall serve a twelve (12) month probationary period in the position to which they are promoted. If the employee does not complete the probationary period satisfactorily, he/she shall return to his/her former position with all rights unimpaired. However, they shall not be subject to discharge without the right of grievance. If the successful applicant does not satisfactorily complete said probation period, the employee with the next highest score shall serve therein in like manner.

6.04 Layoffs: In laying off employees because of a reduction in forces, the employees with the least seniority shall be laid off first, providing that those remaining are qualified to carry on the Employer's usual operation. In reemploying, those employees with the greatest length of service shall be called back first provided they are qualified to perform the required work. Employees laid off under this section shall retain all seniority while laid off for one year, provided that they respond to any call back made during that time.

6.05 Probation: All newly hired employees shall not be released from probation until twelve (12) months following their FTO period and Academy (if Academy is applicable). During said probationary period employees shall not obtain any seniority rights and shall be subject to dismissal without cause or prior notice or recourse to the grievance procedure. If still employed after such probationary period, their seniority shall date from the first day of hire. New employees shall receive insurance benefits as soon as permitted by the insurance carrier. A probationary employee receives holidays and sick time during the probationary period.

6.06 Upon completion of said probationary period, employees shall be granted seniority rights from the date of original hire. A seniority roster shall be available on a bulletin board designated by Employer and kept up to date by the Employer.

6.08 (omitted)

6.09 Promotions: When an employee is promoted to a position in a higher classification, the employee shall be placed in the new classification that provides the employee with a pay raise. . Any change in a position classification must be approved by the Employer.

## ARTICLE VII - HOLIDAYS

7.01 Each regular full-time employee shall be granted the following holidays with pay: Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Eve Day (December 31<sup>st</sup>), and the employee's birthday. Holidays for employees who are not working shall be at straight time. The computation of the hourly rate of pay for holiday pay shall be as provided in the Memorandum of Understanding attached to this Agreement.

Any employee required to work on a holiday, the employee will be paid two and one-half times for the hours worked.. Anyone working outside their regular/normal hours on a holiday (called in early, extend beyond their shift or work extra time – whether ordered or voluntary) will be paid on the same basis as the regular holiday pay (two and one-half times) ) for these extra hours. If a holiday falls on an employee's scheduled day off, the employee will receive straight time pay for their normal workday for the holiday. To receive holiday pay, the employee must work the hours scheduled for the week during which the holiday falls, unless on paid sick leave or other leave with pay or excused for proper reasons beyond the employee's control. Holidays will be observed on the actual day of the holiday, except that those employees regularly scheduled to work Monday through Friday shall observe holidays pursuant to state policy.

## ARTICLE VIII - VACATIONS

8.01 Each regular full-time employee on a 12 hour schedule shall earn vacation on the following schedule:

Employed Time	Vacation Accrued	Total Hours	Accrual Per Hour (p/h)
Date of Hire	1 week	60 hours	N/A
6 months	1 week	60 hours	0.055 p/h
Year 1-4	2 weeks	120 hours	0.055 p/h
Year 5-9	3 weeks	180 hours	0.082 p/h
Year 10-14	4 weeks	240 hours	0.11 p/h
Year 15 on	5 weeks	300 hours	0.137 p/h

Employees assigned to a position working a 5 on 2 off under an 8 hour schedule shall earn vacation at 6 day weeks (per past practice).

8 hour schedule:

Employed Time	Vacation Accrued	Total Hours	Accrual Per Hour
Date of Hire	1 Week	48 Hours	NA
6 months	1 Week	48 hours	.023 p/h
Year 1-4	2 Weeks	96 hours	.046 p/h
Year 5-9	3 Weeks	144 hours	.069 p/h
Year 10-14	4 Weeks	192 Hours	.094 p/h
Year 15 on	5 Weeks	240 Hours	.115 p/h

The number of employees on vacation within a given classification at any given period shall be determined by the sheriff. On November 1 of each calendar year there shall be posted a vacation schedule for the following calendar year. All employees shall sign the posting by November 30, selecting their vacation on the basis of seniority. If employees do not sign the vacation posting schedule by November 30 of any year, remaining vacations shall be scheduled on a first come, first serve basis. Requests will be addressed within eighteen (18) days by the Sheriff or his/her designee. Changes in vacation schedule may be made with fourteen (14) calendar days advance notice to the sheriff and with mutual agreement of the sheriff, provided no other employee's vacation schedule is affected. Vacation pay shall be based upon a normal work week, and shall be taken in unit periods of not less than one (1) week, except upon approval of the sheriff. All efforts will be made to schedule vacations for the employees covered by this agreement so that such employees receive a normal work week off for each week of vacation. Employees who work less than 80% of scheduled hours during the year preceding vacation, shall receive prorated vacations based upon time worked. Vacation must be used within 18 months following the employee's anniversary date. The Administrator is authorized to extend this deadline if the employee has been unable to take their accrued vacation within 18 months due to unforeseen circumstances. Vacation time not taken in accordance with this paragraph is forfeited. After Year 15, an employee may request to receive one (1) week of accrued vacation paid to them.

8.02 Employees who terminate their employment or who are laid off due to lack of work will be paid for vacation previously earned and not received for the current year up to and including the date of termination on a prorated basis. Employees who have not passed probation, will not receive a payout of vacation.

## ARTICLE IX - SICK LEAVE

9.01 Rate of Accumulation: Each permanent full-time employee shall be entitled to sick leave with full pay. Sick leave will be earned on an hourly basis at the rate of 0.067 per hour. (those working a 8 hour schedule earn at a rate of .046ph). .

Sick leave shall be accumulated for not more than one hundred twenty six (126) days and a doctor's certificate verifying the illness may be required by the Employer. The cap for those not working 12 hour days is 1071. (per old schedule.) Any unused sick leave accumulated by the employee to a maximum of sixty (60) days at the time of death or retirement shall be paid to the employee upon death or retirement, provided that upon retirement, the employee is eligible for retirement benefits under the Wisconsin Retirement Fund. In lieu of payment each such employee shall be offered the option of converting 90% of his/her eligible accumulated sick leave (up to 126 days) to payment towards health insurance premiums.

9.02 Eligibility: In order for an employee to be eligible for sick leave, the employee shall report his/her sick leave as defined in 9.05 prior to the start of his/her shift, unless circumstances prevent him/her from doing so.

9.03 Medical Leave of Absence: A medical leave of absence may be granted by the Employer at its discretion to an employee without loss of seniority for reasons of illness and recuperation therefrom, and for any other reasons deemed proper, except that if an employee exhausts his/her sick leave accumulation, he/she will be granted leave not to exceed twelve (12) months; except that the Employer may grant an extension under appropriate circumstances. Seniority shall accumulate during medical leave. The Employer may request periodic updates and may approve any such leave in 90 day intervals.

9.04 When an employee is scheduled to work on a holiday and the employee is absent due to illness under this article, the employee shall be paid only for the holiday at straight time.

9.05 Definition of Sick Leave: Sick leave is defined as: an employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, opticians' services, exposure to a contagious disease, attendance upon members of the immediate family whose illness requires the care of such employees. In the event there is evidence that an employee is claiming sick leave for the purpose other than is defined, the employer may require that such employee verify the validity of his/her claim. Immediate family is defined as parent, child or spouse, including step and in-law in kind.

9.06 Occurrences: The parties agreed to the deletion of this Section in negotiation of the current collective bargaining agreement. The deletion of this Section means employees will no longer earn compensation time off under the Occurrences language but shall carry forward accrued but unused compensatory time earned under the Occurrences language in the prior labor contract.

9.08 Nothing in this article shall be understood to limit the sheriff's department management in its control of sick leave abuse.

## ARTICLE X - INSURANCE

10.01 Health Insurance: The County shall provide a health insurance plan for employees. The County shall have the right to make unilateral changes to the health insurance plan and plan design,

provided, however, that any such changes shall be made on a county-wide basis, and further provided that the employee share of the premium for the employee in this bargaining unit shall not exceed 12%.

Health insurance shall be prorated for part-time employees according to the following schedule:

<u>Hours Worked</u>	<u>Proration Percentage</u>
34 plus	88% (eff. 1/1/20 87%; eff. 7/1/20 86%)*
25 to 33.99	78% (eff. 1/1/20 77%; eff. 7/1/20 76%) *
17.5 to 24.99	68% (eff. 1/1/20 67%; eff. 7/1/20 66%)*

(\*changes to be implemented on same day as pay adjustments)

10.02 Dental Insurance: The Employer agrees to provide dental insurance to all bargaining unit employees. The Employer shall share the monthly premium for the dental insurance plan not to exceed \$52.39 family and \$18.31 single contributions for all employees. Beginning in 2014, the Employer shall have the right to change or eliminate dental insurance provided all County employees are treated the same.

10.03 Health Insurance While on Worker's Compensation: The Employer shall provide hospital and surgical insurance coverage for employees who are on Worker's Compensation or medical leave of absence for a period of twelve (12) months. The Employer shall pay its normal premium contribution.

The insurance may be continued by an employee on authorized leave of absence if permitted by the insurer, by the employee's payment of the total premium due for the employee at least two (2) weeks in advance of due date.

10.04 Worker's Compensation Supplement: In the event an employee suffers an injury or illness in the course of performing his/her duties, the employee may use accumulated benefit time to make up the difference between what the employee receives from Worker's Compensation payments and his/her regular pay.

10.05 Retirement Health Insurance: Any employee who retires with at least ten years of continuous service to the Richland County Sheriff's Department immediately prior to retirement and who is eligible for retirement under the Wisconsin Retirement System shall be eligible to participate in the Richland County group health insurance program from the time of retirement until the employee becomes eligible for Medicare provided the employee pays the cost of such participation directly to the County and in advance of the due date established by the County. Failure to pay the premium cost when due shall be cause for the County to discontinue the employee from this option. (This language is only effective under the conditions of the County returning to the Wisconsin State ETF Health Insurance coverage.)

10.06 Sec. 125 Plan: The Employer agrees to maintain a Section 125 Plan for the term of the Agreement.

## ARTICLE XI - LIFE INSURANCE

11.01 Each employee is eligible to receive life insurance coverage, Wisconsin Group Life Insurance for Municipal Employees. The Employer and the employees shall pay their respective premium contributions pursuant to the plan.

#### ARTICLE XII - WISCONSIN RETIREMENT FUND

12.01 The employer shall pay the employer share and the employees shall pay the full employee share.

#### ARTICLE XIII - STRIKE OR LOCKOUT

13.01 During the term of this agreement, the parties agree that they shall not engage in, support, instigate, or authorize any strike by the Union, its agents or employees covered by the agreement, or lockout by the Employer. The parties recognize Wisconsin Statute Section 111.70 (4)(1), expressly prohibiting strikes by public employees. In the event any employee who is a member of the unit shall violate this section and shall not immediately return to work when directed by the Employer, such employee or employees may be summarily dismissed and such dismissal shall not be subject to the grievance procedure. Such action shall, in addition, not bar the Employer from any further action.

#### ARTICLE XIV - HOURS OF WORK, WAGES AND CLASSIFICATION

14.01 Wage Schedule: Schedule A, Classification and Wages, attached hereto and made a part hereof, shall be in effect for the term of this agreement.

14.02 Work Schedules: Schedules of work shall be prepared in advance and posted by the sheriff or his/her representative. The schedule for those sworn employees assigned to Patrol classifications will consist of a 12-hour shift rotation of 2-on/2-off, 3-on/2-off, 2-on/3-off with an alternate 3-day weekend off.

The Investigator shall work eight (8) hour shifts on a 5-2 schedule

Day Shift: Start Between 4:00 AM and 8:00 AM

Night Shift: Start Between 2:00PM and 6:00 PM

Swing Shift: Works the shift of the person off.

Shift assignments will be awarded based on department seniority.

Employees bid for shift hours; however, management reserves the right to assign employees to stacks that fall within the hours bid. Employees will be allowed to use department seniority when another shift is vacated and reposted.

Compensation consists of 12-hours of regular pay for each 12-hour shift worked. Any hours worked in excess of 12-hours will be at the overtime rate. Employees may still take overtime pay or convert overtime to compensatory time off.

Employees working the night shift and both of the swing shifts shall earn \$60.00 per month in shift differential pay.



A vacation work week will be defined as 5 (12-hour) days.

Holidays are defined and paid as described in Article VII of the CBA.

One working day of sick leave equals twelve (12) hours.

Excluding exigent circumstances, deputies shall be off work for a minimum of eight (8) continuous hours in each 24-hour period

Except for part-time, start times for each officer on a shift shall be consistent from day to day, except by mutual agreement or in the case of a special assignment or a bona-fide emergency.

Shift assignment shall be subject to change upon one (1) week's notice, except in the case of bona-fide emergency. Upon determination by the sheriff that a change in the schedules and hours of work is necessary and after consultation with the employees and Union regarding said change, the sheriff shall have the prerogative to initiate modifications in schedules and the hours of work upon (30) days' notice to the employees and the Union as represented by the local union president. Shift assignments may be changed on less than one (1) week's notice if mutually agreed to by the sheriff and affected employees.

**14.03 Overtime:** Overtime opportunities which must be assigned to unit employees under and as limited by Section 14.10 will be split between full-time employees on the preceding and following shifts according to seniority. If said employees are unavailable or unwilling to work, then said work shall be offered to other full-time employees according to seniority. If said employees are also unavailable or unwilling to work, then the County may offer same to regular part-time employees on the same basis as was offered to full-time employees, subject to the provisions of Section 14.10. Overtime for the employees covered by this agreement shall be paid at the rate of one and one half the employee's straight time hourly rate. All compensable time shall count as time worked for computation of overtime. The sheriff must authorize all overtime, except in his/her absence, overtime shall be authorized by the chief deputy. Overtime will be paid for in the check following the pay period in which the overtime was earned.

**Compensatory Time:** An employee shall have the option to receive his/her overtime in the form of pay at time and one-half or compensatory time off at time and one-half. The employee may accumulate a maximum of sixty (60) hours compensatory time off.

Overtime beyond the accumulated compensatory time off shall automatically be paid in cash. An employee must give at least two weeks' notice to the Employer when the employee wishes to schedule his/her compensatory time off. Requests will be addressed within eighteen (18) days by the Sheriff or his/her designee. If the employee wishes to schedule his/her compensatory time with less than two weeks' notice, it must be by mutual agreement between the employee and the Employer. Compensatory time off must be taken in a block of at least one (1) hour. Compensatory time must be taken by the last pay period of the calendar year in which it was generated, or it will be paid out in the last pay period of the year.

14.04 Emergency Duty: Employees required by the sheriff to participate in emergency or riot duty outside of their normally scheduled work week shall receive overtime and will be paid overtime in accordance with Section 14.03 and at a rate not lower than the rate provided in this agreement.

14.05 Temporary Assignments: Temporary assignments on a shift other than the employee's regular shift shall not exceed one (1) week except in cases of relief for leaves of absence, including vacations and bona-fide emergencies.

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

14.07 Order Ins: When staffing levels for the patrol and security division are below the number deemed necessary for any reason, including but not limited to: staffing shortages, immediate emergency shortages, special events, etc. and the needs are not met voluntarily, these division call in list will be utilized for order-in. Employees will be provided access to view the updated order-in list and dispatch will assist in making calls for overtime/order-in, any modifications to the lists will be made by supervisors. All employees are responsible for notifying their supervisor about credit for overtime worked.

Road Patrol - Order-in procedures will follow as:

- a. Each rotation will be an exclusive order-in list, (rotation A and rotation B)
- b. Order-ins for deputies will be rotating based on reverse seniority in their designation rotations.
- c. Deputies are subject to order-ins on their regular days off.
- d. Deputies can fulfill their "turn" in the order-in rotation by volunteering or being ordered to work a minimum of 2 hours in patrol function. This does not include volunteering for special details.
- e. Credit for volunteering does not accumulate and only serves to move the employee to the bottom of the ordering rotation.
- f. Deputies will get two "Passes" per calendar year.
- g. Phone calls will be made to each phone listed under employee's information and if no answer a message will be left.
- h. If the Sheriff's Office doesn't hear back within 30 minutes of original call, your pass will be utilized if you still have one available.
- i. If employees are unable to fulfill their required over time shift, they may be subject to disciplinary action.

14.08 Casual/Temporary Employees: The Employer and the Union agree that work normally performed by regular employees shall not be performed by casual or temporary employees, except as provided in this section.

The parties agree that there are circumstances where the use of regular part-time, casual or temporary employees is essential to provide for coverage of regular full-time and regular part-time employees in their absence, as well as to meet unusual demands on the department which cannot be handled by the regular employees alone.

14.09 Casual/Temporary Employees - Training and Rates of Pay: Employees designated as casual or temporary who are to assume the duties of regular employees shall receive sufficient training to carry out the necessary duties of the positions they are to assume so as not to jeopardize the safety of regular employees. Utilization of casual or temporary employees applies to all positions in the department.

14.10 Effective Date of Wage Rate Changes: When an employee's rate of pay is changed under any provision of the labor agreement and such a change falls in the first half of the pay period, the employee's new rate will commence the start of the pay period; if the rate change falls in the second half of the pay period, the employee's new rate will commence the start of the following pay period. This provision shall not apply to the negotiated general wage increase.

14.11 Pay Day: Employees shall be paid every other Friday by direct deposit. If the Friday payday is a holiday, paychecks will be deposited on the day prior to the holiday.

#### ARTICLE XV - LONGEVITY

15.01 1) Upon completion of three (3) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred dollars (\$400.00);

2) Upon completion of five (5) years of service with the Employer, the employee shall be granted a longevity bonus of four hundred fifty dollars (\$450.00);

3) Upon completion of seven (7) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred dollars (\$500.00);

4) Upon completion of ten (10) years of service with the Employer, the employee shall be granted a longevity bonus of five hundred fifty dollars (\$550.00);

5) Upon completion of fifteen (15) years of service with the Employer, the employee shall be granted a longevity bonus of six hundred dollars (\$600.00).

15.02 Longevity bonuses shall be annual and will be paid in the first payroll period of December of each year. Eligibility for the longevity bonus shall be based on the employee's anniversary date of hire. If an employee retires or resigns during the year and would be eligible for a bonus, the employee will receive a prorated eligibility bonus upon separation by retirement or resignation on good terms.

#### ARTICLE XVI - UNIFORM ALLOWANCE

16.01 The Employer shall maintain a voucher system for the purpose of uniform and equipment purchase and maintenance for each member of the bargaining unit. The Employer shall allocate \$700 to an account for each bargaining unit member. The Employer shall allocate an additional \$100 for members of the bargaining unit who are K-9, Drug Unit and Special Response Team (SRT) members. (Members shall only be able to claim membership in one of the above specialties for pay.) Funds in the account can only be used for the purchase of approved items. Funds not used in one calendar year may be carried forward into the next calendar year, but the amount in any employee's account may not exceed \$1,800 per

employee. This system shall be a reimbursement system except in cases where the Employer has established an account with a supplier.

16.02 New employees shall receive a clothing allowance of \$1,000 upon hire to purchase approved clothing items. If an employee severs his/her employment in less than one (1) year, he/she shall return all clothing and equipment purchased with said allowance.

#### ARTICLE XVII - UNION ACTIVITY

17.01 Bulletin Board: The County will allow the Union the use of a bulletin board for the purpose of posting notices and union activities.

17.02 No Loss of Pay: The Employer agrees that reasonable time spent during regular scheduled working hours in the investigation and presentation of grievances, or in the conduct of negotiations and proceedings concerning collective bargaining shall not be deducted from the pay of delegated employee representatives of the union.

#### ARTICLE XVIII - MISCELLANEOUS

18.01 Military Leave of Absence: Military leaves of absence shall be granted in accordance with the requirements of applicable state and federal law.

18.02 Lawsuits: Pursuant to Wisconsin Statutes, whenever any employee is proceeded against in his/her official capacity, or as an individual because of acts committed while carrying out his/her duties as an officer or employee, the County shall pay all attorneys' fees, costs of defending the action and any judgment which may accrue against the employee.

18.03 Personal Leaves: Upon written application, an employee may be granted a personal leave without pay for up to thirty (30) calendar days at the Employer's discretion based on the nature of the request in each instance. Leave requests may be approved by the Department Head or the County Administrator. Extensions may be granted at the option of the Employer. Longer leave periods shall be granted to an employee to run for public office, to fill appointment to public office, or to serve in an elected or appointed union position. No employee shall be allowed leave to seek other employment, except as stated in this section. There shall be no loss of seniority for leave under this section up to a period of three (3) months.

18.04 (omitted)

18.05 Ammunition: Each officer required to meet state certification shall receive one hundred (100) rounds of wadcutters each month. One box (50 rounds) of service ammunition shall be given to each deputy on January 1 of each year. The replaced service ammunition shall be used to provide for one (1) month's allocation of wadcutters.

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

18.07 Retirement: When an employee retires, any monies owed the employee shall be paid as soon as possible and in the same year provided the employee has given at least fourteen (14) calendar days advance notice of retirement. Employees wishing to retire at the end of a year and wishing any

payout monies to be paid within that same year, need to retire during or no later than the second to last pay period of the year.

18.08 Expense Reimbursement : The County will not reimburse for lodging expenses in excess of the rate approved by the State of Wisconsin (standard rate) unless approved or authorized in advance.

18.09 Health Club Membership: Members who join the Richland County Symon Center will be reimbursed the cost of a single monthly membership for each month that the member presents (1) a receipt showing membership payment for that month and (2) a printout obtained from the facility showing that the member attended the Center a minimum of seven (7) times a month. These monthly receipts and printout reports for the prior twelve-month period must be submitted to the County by October 15 for reimbursement annually in November. Members may purchase a family membership but will only be reimbursed for the cost of a single membership if they meet the participation requirement.

18.10 Random Drug Testing: The Association, on its own behalf and on behalf of the bargaining unit employees, and WPPA Members of the Richland County Sheriff's Department, consent to participation and adherence to the Richland County Sheriff's Office, Random Drug Testing Policy 1007

#### ARTICLE XIX - BEREAVEMENT LEAVE

19.01 In the event that a death in the immediate family of a regular full-time employee requires his/her absence from work, the employee may be absent three (3) days without loss of pay for the regular workdays for which he/she would have worked but for his/her absence. Immediate family shall include spouse, parent, child, sibling, grandchild and grandparent including step and in-law in-kind.

19.02 Notice and reason for intended absence due to death in the immediate family is to be given promptly to the Employer.

19.03 In the case of an employee's or spouse's aunt, uncle, niece, and nephew, the employee will be given paid funeral leave of one (1) day of the funeral only, provided the day of the funeral is the employee's scheduled workday and he/she attends the funeral. Funeral pay will not be given for employees on layoff, vacation, or any kind of leave of absence.

#### ARTICLE XX - LEGAL AGREEMENT

20.01 This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. All subjects of collective bargaining are incorporated in this agreement.

20.02 Should any part of the agreement, or any provision contained herein, be declared invalid by operation of law, such invalidation of such part or provision shall not invalidate the remaining provisions hereof, which shall remain in full force and effect.

20.03 The terms and conditions of this agreement supersede any county or department resolutions, ordinances, or rules and regulations which may be in conflict with this agreement.

#### ARTICLE XXI - DURATION

21.01 The terms and conditions of this agreement shall be in full force and effect from January 1, 2025, to and including December 31, 2027. This agreement shall be automatically renewed

from year to year thereafter, unless either party hereto on or before sixty (60) days prior to December 31, 2027 gives notice to the other party in writing of a desire to change, alter or amend any provision of this agreement, or to terminate the entire agreement. Upon termination of this agreement, all obligations under this agreement are automatically canceled, except that the provisions of the grievance procedure shall continue in effect for such period of time as is necessary to complete the processing of any grievances presented prior to the termination of the agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE COUNTY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE WPPA/LEER:

\_\_\_\_\_

## SCHEDULE A

1. **Wages, Rates and Classifications:** The following shall constitute the classification of jobs and minimum and maximum monthly rates thereof in effect as of the dates noted. Adjustments to wages shall be made at the beginning of a payroll period that includes the date(s) noted.

January 1, 2025*	Placement on Scale
October 1, 2025	Advancement on one (1) step on scale
January 1, 2026*	2.25 % plus one step on scale.
January 1, 2027*	2.25 % plus one step on scale.

\*Note: The negotiated wage adjustments are effective on the first day of the pay period that includes the effective date.

## 2025 SCHEDULE A

### 2025 Wage Scale

	Steps	1	2	3	4	5	6	7	8	9
Grade										
13		27.80	28.56	29.34	30.16	30.98	31.84	32.71	33.61	34.54
16		34.09	35.03	36.00	36.99	38.00	39.05	40.12	41.22	42.35

Grade 13 includes Road Patrol Deputies

Grade 16 includes Patrol Sergeant and Investigator

## 2026 SCHEDULE A

### 2026 Wage Scale (increase each step by 2.25% plus step on January 1)\*\*

	Steps	1	2	3	4	5	6	7	8	9
Grade										
13		28.43	29.20	30.00	30.84	31.68	32.56	33.45	34.37	35.32
16		34.86	35.82	36.81	37.82	38.86	39.93	41.02	42.15	43.30

Grade 13 includes Road Patrol Deputies

Grade 16 includes Patrol Sergeant and Investigator

## 2027 SCHEDULE A

### 2027 Wage Scale (increase each step by 2.25% plus step on January 1)\*\*

	Steps	1	2	3	4	5	6	7	8	9
Grade										
13		29.07	29.86	30.68	31.53	32.39	33.29	34.20	35.14	36.11
16		35.64	36.63	37.64	38.67	39.73	40.83	41.94	43.10	44.27

Grade 13 includes Road Patrol Deputies

Grade 16 includes Patrol Sergeant and Investigator

\*\* 2026 and 2027 schedules are built on a minimum 2.25% increase. These schedules are subject to a “me too” provision and will be adjusted upward to match the general adjustment for County Employees if said adjustment exceeds 2.25%.

**Correspondence:** None.

**Future agenda items:** Neighborhood Housing Services Update – Craig Woodhouse



**Adjourn:** Motion by Manning, second by Fleming to adjourn. Motion carried and the meeting adjourned at 8:51 PM.

STATE OF WISCONSIN )  
  )SS  
COUNTY OF RICHLAND)

I, Myranda H. Hege, Deputy County Clerk in and for the County of Richland, do hereby certify that the foregoing is a true copy of the proceedings of the County Board of Supervisors of Richland County for the meeting held on the 18<sup>th</sup> day of February, 2025.



Myranda H. Hege  
Richland County Deputy Clerk

DRAFT

# **Memorandum of Understanding**

**Between**

**Richland School District**

**And**

**Richland County**

**Effective Date: January 1, 2025**

---

## **Purpose**

This Memorandum of Understanding (MOU) establishes a shared agreement between the Richland School District ("RSD") and Richland County ("County") regarding the use of the building known as the "Gymnasium Building" and adjoining facilities, including the field and courts, located at 1200 US Hwy 14 W, Richland Center, WI 53581, formerly part of the UW-Richland property. These facilities shall be utilized for district-sponsored events and activities to enhance educational and extracurricular opportunities for students.

---

## **Terms and Conditions**

### ***1. Use of the Gymnasium Building***

RSD shall have the right to use the Gymnasium Building for district-sponsored events and events booked through the RSD Facility Use Agreement, at no cost.

### ***2. Custodial Services and Supplies***

RSD shall provide all custodial services and necessary supplies to maintain the areas used, including but not limited to restrooms, snow removal as needed, and mowing of adjacent field.

### ***3. Locker Rooms and Weight Room***

Locker rooms within the Gymnasium Building may be used for storage purposes only. The weight room may be used under proper supervision provided by RSD.

### ***4. Access to the Property***

RSD personnel authorized to access the Gymnasium Building are limited to building principal(s), the activities director, the district administrator, the business official, the director of maintenance and grounds, custodial staff responsible for maintaining the property, and any designees of the aforementioned individuals. Any such designee must be consented to in writing by the County prior to their exercise of this authority.

Authorized personnel shall be provided access via key or key fob issued by the County, subject to approval per the preceding.

**5. Utilities and Equipment**

The County shall provide electricity, water, sewer, heat, and other necessary utilities for the Gymnasium Building.

The County shall also ensure access to scoreboard control panels and any other accessories needed for conducting normal events within the gymnasium.

**6. Access to Adjoining Facilities**

RSD shall have access to the adjoining field, provided no permanent structures are erected, to be used for outdoor sports such as soccer, golf, or cross country.

RSD shall also have access to the courts for district-sponsored events and activities.

**7. Effective Date and Termination**

This MOU shall take effect immediately upon execution by both parties and will remain in force until terminated.

Either party may terminate this agreement by providing written notice at least thirty (30) days in advance.

**8. Amendments**

Any amendments to this MOU must be made in writing and signed by both parties.

**9. Liability and Insurance**

RSD agrees to indemnify and hold harmless Richland County from any claims, liabilities, or damages arising from the use of the Gymnasium Building and adjoining facilities under this agreement, except for claims arising from the County's negligence or misconduct.

Both parties shall maintain adequate liability insurance coverage for activities conducted under this agreement. RSD shall, upon demand of the County, add the County as an additional insured under any such coverage for activities governed by this agreement.

**10. Dispute Resolution**

In the event of a dispute arising under this MOU, the parties agree to engage in good-faith negotiations to resolve the matter amicably. If a resolution cannot be reached, the dispute may be submitted to mediation or another mutually agreed-upon method of resolution.


---

**Signatures**

By signing below, the parties agree to the terms outlined in this Memorandum of Understanding.

---

**\*\*Richland School District\*\***

By: 

Name: Steve Board  
Title: District Administrator

Date: February 28, 2025

**\*\*Richland County\*\***

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

Name: Derek Kalish  
Title: County Administrator

Date: \_\_\_\_\_

ORDINANCE NO. 25 - 4

Amendment No. 617 To Richland County Code of Ordinance Chapter 119- Zoning Relating To A Parcel Belonging To Steven W. and Micki L. Beutler In The Town of Henrietta.

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

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

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

2. Richland County Code of Ordinance Chapter 119- Zoning, which was adopted by the Richland County Board of Supervisors on May 20, 2003, as amended to date, is hereby further amended as follows:

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

That the following described 6.66-acre parcel belonging to Steven W. and Micki L. Beutler in the Town of Henrietta is hereby rezoned from Legal Non-conforming (NC) to the Agricultural/Residential (AR) District:

All that part of the Northeast Quarter (NE ¼ ) of the Northeast Quarter (NE ¼ ) of section 26, T. 12 N., R. 1 E., Township of Henrietta, Richland County, Wisconsin, bounded and described as follows:

Commencing at the Northeast Corner of said Section 26; Thence N 88° 29’ 36” W (previously described as S 89° 59’ 24” W), 580.57’ along the North Line of the Northeast Quarter (NE ¼) of said Section 26 to an iron pipe situated on the South Line of the Certified Survey Map Number 312 and the Northerly Right-of-Way of Soules Creek Road, the point of beginning;  
Thence S 88° 29’ 36” E, 51.89’ (previously described as 51.93’ ) to a railroad spike on the centerline of Soules Creek Road, and said point being the P.C. of a curve to the left;  
Thence 174.70’ along said centerline and the arc of said curve, radius of 2140.12’, the center of which lies to the Southeast, chord bearing S 48° 33’ 36” W, 174.65” to the P.T. of said curve;  
Thence S 46° 13’ 19” W, 248.08’ along said centerline to the P.C. of a curve to the right;  
Thence 363.50’ along said centerline and the arc of said curve, radius of 1005.89’, the center of which lies to the Northwest, chord bearing S 56° 34’ 28” W, 361.52’ to a point of reverse curvature;  
Thence 250.48’ along said centerline and the arc of said curve, radius of 873.25’, the center of which lies to the Southeast, chord bearing S 58° 42’ 35” W, 249.62’ to a point on the West Line of the of the Northeast Quarter (NE ¼ ) of the Northeast Quarter (NE ¼ );  
Thence leaving said centerline N 00° 12’ 43” W, 637.78’ along said West Line to an iron pipe located at the Northwest Corner of the Northeast Quarter (NE ¼ ) of the Northeast Quarter (NE ¼ ), said point being the Southwest Corner of Certified Survey Map Number 312;  
Thence S 88° 29’ 36” E (previously described as N 89° 59’ 24” E), 775.84’ along said along said North line of the Northeast Quarter (NE ¼) of said Section 26 and the South Line of Certified Survey Map Number 312 to the Point of Beginning;

That the above described parcel, inclusive of a conveyance for Soules Creek Road, contains 290,080 square feet of 6.659 acres; exclusive of said conveyance, parcel contains 255,867 square feet of 5.873 acres.

3. This Ordinance shall be effective on Passage and Publication.

DATED: MARCH 18, 2025	ORDINANCE OFFERED BY THE NATURAL	
PASSED: MARCH 18, 2025	RESOURCE STANDING COMMITTEE	
PUBLISHED: MARCH 27, 2025	(03 MARCH 2025)	
	FOR	AGAINST
DAVID TURK, CHAIR	STEVE CARROW	X
RICHLAND COUNTY BOARD OF SUPERVISORS	JULIE FLEMING	X
	MARK GILL	X
	RICHARD MCKEE	X
	ROBERT BROOKENS	

DEREK KALISH  
RICHLAND COUNTY CLERK

CRAIG WOODHOUSE  
ALAYNE HENDRICKS

X  
X

**RESOLUTION NO. 25 - 20**

Resolution To Approve 2026 Farmland Preservation Plan Grant Application.

WHEREAS the Richland County is required to update the county Farmland Preservation Plan by December 31, 2026;

WHEREAS the Wisconsin Department of Agriculture, Trade, and Consumer Protection offers planning grants for 50% of the cost of writing the plan;

WHEREAS Richland County Land Conservation and Zoning Department has looked into the potential cost of writing the plan for a total \$22,500.00;

WHEREAS the Natural Resources Standing Committee has reviewed the grant application;

WHEREAS THE 50% match would be budgeted in the 2026 budget and in-kind;

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval to apply for the Farmland Preservation Plan Grant for up to \$22,500.00;

BE IT FURTHER RESOLVED this resolution will become effective upon passage and publication.

VOTE ON FOREGOING RESOLUTION		RESOLUTION OFFERED BY THE NATURAL RESOURCES STANDING COMMITTEE (3 MARCH 2025)	
AYES	NOES		
RESOLUTION _____		FOR	AGAINST
DEREK S. KALISH COUNTY CLERK		STEVE CARROW	X
		JULIE FLEMING	X
		MARK GILL	X
		ROBERT BROOKENS	
		ALAYNE HENDRICKS	
DATED: MARCH 18, 2025		RICHARD MCKEE	X
		CRAIG WOODHOUSE	

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name: Approve 2025 Farmland Preservation Plan Grant Application**

<b>Department</b>	Land and Zoning	<b>Presented By:</b>	
<b>Date of Meeting:</b>	03/03/2025	<b>Action Needed:</b>	Approve 2025 Farmland Preservation Grant application
<b>Disclosure:</b>		<b>Authority:</b>	County Board Procurement Policy
<b>Date submitted:</b>	02/24/2025	<b>Referred by:</b>	Natural Resources Committee
<b>Action needed by no later than (date)</b>		<b>Resolution</b>	

**Recommendation and/or action language:**

**Background:**

Richland County is required to update the county's Farmland Preservation plan by December 31, 2026. The Wisconsin Department of Ag, Trade, and Consumer Protection has grants available to write the plans. There is a 50% match required. The Zoning Department is looking at contracting with SWWRPC to write the plan. The estimate from SWWRPC to write the plan is \$20,000 with half of it coming from the grant and half would have to be budgeted for in the 2026 budget. We are also asking another \$2500 for the grant for staff costs and printing and mailings. The match will come out of existing budgeted staff and printing and mailings. The total of the grant request is \$12,500.

---

**Attachments and References:**

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input checked="" type="checkbox"/>	Apportionment needed	Requested Fund Number	\$10000 in 2026 Zoning Budget
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

---

\_\_\_\_\_*Cathy Cooper*\_\_\_\_\_

Department Head

---

\_\_\_\_\_

Administrator

---





Wisconsin Department of Agriculture, Trade and Consumer Protection  
*Division of Agricultural Resource Management*  
 PO Box 8911, Madison, WI 53708-8911  
 Phone: (608) 224-4621

## Farmland Preservation Planning Grant Application

*Wis. Stats. s. 91.10(6)*

### Contact Information

PRIMARY CONTACT Cathy Cooper	PRIMARY CONTACT PHONE NO. 608-647-2447
PRIMARY CONTACT EMAIL ADDRESS cathy.cooper@co.richland.wi.us	MAILING ADDRESS PRIMARY CONTACT 181 W Seminary St, Richland Center, WI 53581

### Grant Information

AMOUNT OF GRANT REQUEST \$ 12500.00
MAILING ADDRESS FOR REIMBURSEMENT 181 W Seminary St, Richland Center, WI 53581

### Farmland Preservation Plan Certification

DO THE REQUESTED FUNDS RELATE TO A FULL PLAN CERTIFICATION OR A PLAN UPDATE? (CHECK ALL THAT APPLY) <input checked="" type="checkbox"/> FULL PLAN CERTIFICATION <input type="checkbox"/> MAP UPDATE <input type="checkbox"/> TEXT UPDATE	
EXISTING PLAN CERTIFICATION EXPIRATION DATE (IF APPLICABLE) 12/31/2026	
WILL THE COUNTY REQUEST CERTIFICATION EXTENSION UNDER s. 91.14(4), Wis. Stats.? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF SO, FOR HOW LONG? <input type="checkbox"/> 1 YEAR <input type="checkbox"/> 2 YEARS
ANTICIPATED DATE OF PLAN COMPLETION AND SUBMISSION FOR CERTIFICATION December 31, 2026	
IF THE REQUESTED GRANT FUNDS ARE FOR A PLAN UPDATE, WILL THE UPDATE ALLOW FOR CERTIFICATION OF A ZONING DISTRICT OR DESIGNATION OF AN AEA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF KNOWN, PLEASE IDENTIFY (NAME OF ZONING JURISDICTION OR AEA):	
A. Summarize county work plan for updating and adopting a farmland preservation plan (include relevant planning steps and projected dates, consistent with 66.1001(4), Wis. Stats.):	
Richland County with Southwest Wisconsin Regional Planning Commission to develop the County Farmland Preservation Plan. 1. Review the existing to determine which elements of the plan are relevant. SWWRPC staff will work with LCD and DATCP- January/February 2026 Update Data, charts and Text update from previous plans (SWWRPC)- March 2026 Inventory & GIS Mapping (SWWRPC). Such as population trends, municipal expansion trends, economic growth, housing, environmental preservation, agricultural resources & infrastructure, conversion of agriculture to other uses and land use, proposed land use and zoning maps.- April/May 2026 Analysis- May/June 2026 Settling goals, policies and actions- June/July 2026 Farmland Preservation Map- July 2026 Develop Draft and Land Conservation Staff Review- August/September 2026 Public Comment Period- September/October 2026 Public Hearing- October/November 2026 Recommended for Adoption by Natural Resources Committee- October/November Adoption by County Board- November/December 2026 DATCP Certification- December 2026	



B. List a description of the total anticipated farmland preservation planning costs divided into the three following categories: 1) County Employees 2) Independent contractors, including the professional services of a planning consultant 3) Support costs related to plan development (see eligible support costs listed below). Please be as accurate as possible- this list will be included as Appendix B in your planning grant contract. You may provide this information in a separate document.

1. County employees \$2,500 - Staff time spent on gathering data, reviewing the plan, participating in public planning sessions and public hearing
2. Southwest Wisconsin Regional Planning Commission- \$20,000
3. Support costs- \$2,500- photocopying educational materials & survey material; postage and envelopes for mailings, publicizing meetings and public hearing

**Eligible support costs include the following:** a) Computerized planning data, planning software and hardware; b) Development, purchase and documentation of data, maps and computerized information used within the plan or plan update; c) Costs related to conducting public planning sessions, meetings and hearings, including room rentals; d) Public participation and outreach activities including educational materials, citizen surveys, internet activities and newsletters; e) Photocopying, printing and postage; f) Mileage expenses for county employees performing work on the grant activities billed at the state rate; g) Professional training for county employees related to land use planning and the Farmland Preservation Program; h) Other expenses incurred in the development and preparation of a plan that are not defined as ineligible.

C. How does the proposed farmland preservation planning effort relate to county comprehensive planning efforts (including relevant past and future efforts), if any? Briefly explain the timing and coordination of development of the any county comprehensive planning and farmland preservation planning.

Richland County just completed the County Comprehensive Plan. Southwest Regional Planning Commission wrote the plan with input from the county and the townships

I am authorized by \_\_\_\_\_ County, and by affixing my name and date below, I signify that I have reviewed the terms of the DATCP planning grant provided in the application and have submitted this application on behalf of the County for a DATCP planning grant.

NAME & TITLE

Cathy Cooper, Director Land Conservation and Zoning

DATE

**RESOLUTION NO. 25 - 21**

Resolution Authorizing The Land Conservation Department To Apply For A Joint Allocation Grant From The Wisconsin Department Of Agriculture, Trade And Consumer Protection And The Wisconsin Department Of Natural Resources.

WHEREAS the Land Conservation Department is eligible to apply for a 2026 Joint Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR) grant in an amount not to exceed \$229,680.00, and

WHEREAS Rules of the Board requires County Board Approval for any department of County government to apply for and accept a grant, and

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

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted for the Land Conservation Department to apply for and accept a 2026 Joint Allocation grant from the Wisconsin DATCP and Wisconsin DNR in an amount not to exceed \$229,680.00 and,

BE IT FURTHER RESOLVED that the grant and the required match is itemized as follows:

- 1. Not to exceed \$134,680.00 for staffing, with no County match for the first position; a minimum 30% County match for the second position; and a minimum 50% county match for the remaining 2 positions;
- 2. Not to exceed \$75,000.00 in cost-share for construction practices, with no required County match;
- 3. Not to exceed \$20,000.00 for nutrient management plan cost-sharing with no required County match, and

BE IT FURTHER RESOLVED that the Chair of the Land and Zoning Standing Committee is hereby authorized to sign on behalf of the County any documents necessary to carry out this Resolution, and

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

VOTE ON FOREGOING RESOLUTION		RESOLUTION OFFERED BY THE NATURAL RESOURCES STANDING COMMITTEE	
AYES	NOES	(3 MARCH 2025)	
RESOLUTION _____		FOR	AGAINST
DEREK S. KALISH COUNTY CLERK		STEVE CARROW	X
		JULIE FLEMING	X
		MARK GILL	X
		ROBERT BROOKENS	
		ALAYNE HENDRICKS	
DATED: MARCH 18, 2025		RICHARD MCKEE	X
		CRAIG WOODHOUSE	

Richland County Committee

Agenda Item Cover

**Agenda Item Name:** Discussion and possible action on 2026 Joint Grant Allocation Application

<b>Department</b>	Land and Zoning	<b>Presented By:</b>	
<b>Date of Meeting:</b>	03/03/2025	<b>Action Needed:</b>	Approval of grant application
<b>Disclosure:</b>		<b>Authority:</b>	County Procurement policy
<b>Date submitted:</b>	02/24/2025	<b>Referred by:</b>	Natural Resources Committee
<b>Action needed by no later than (date)</b>		<b>Resolution</b>	

**Recommendation and/or action language:**

**Background:**

Each year, the department applies for staffing and cost-share grant from the Dept of Ag, Trade and Consumer Protection and Department of Natural resources. There is a required match of the staffing costs. 0% of the first position, 30% of the second position and 50% of the third position. The match will be part of the 2026 budget requests. The total of the staffing grant request is up to \$134,680.00, bond cost-sharing (constructed practices) up to \$75,000.00 and SEG cost-share (management practices) up to \$20,000.00

---

**Attachments and References:**

**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		

---

Cathy Cooper

Department Head

Administrator

---





Wisconsin Department of Agriculture, Trade and Consumer Protection  
Division of Agricultural Resource Management  
P.O. Box 8911, Madison, WI 53708

DARM-BLWR-011.xlsm (rev. 01/23)

JOINT DATCP/DNR NONPOINT SOURCE GRANT APPLICATION FOR CALENDAR YEAR 2026

1. Read the request for proposal document before completing this application.
2. Complete all yellow-highlighted items in the combined application and Table 1.
3. Sign the completed application electronically
4. Submit the signed Excel spreadsheet to: [datcpswrn@wisconsin.gov](mailto:datcpswrn@wisconsin.gov)
5. April 15, 2025 is the deadline for submission of this grant application.

<b>Richland</b>	county, through its authorized representative, is applying for annual grant funds from the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) awarded under s. 92.14, Wis. Stats., and the Department of Natural Resources (DNR) awarded under ss. 281.65 and 281.66, Wis. Stats. By signing and dating a completed application, the authorized representative certifies that (i) the Land Conservation Committee (LCC) or other committee designated under s. 92.06(1), Wis. Stats., has authorized the representative to submit this application; (ii) the county has submitted an Annual Report and Annual Work Plan, and has complied with other grant requirements including ATCP s. 50.20, Wis. Admin. Code; and (iii) the information provided in this application (including Table 1) is true, complete and accurate to the best of his or her knowledge. (s. 92.14, Wis. Stats.) This is a mandatory form for applying for grant funds. Any personally identifiable information, as defined under s. 19.62(5), Wis. Stats., requested on this form may be used for purposes other than that for which it is originally being collected (s. 15.04(1)(m), Wis. Stats.). Confidentiality of this information will be maintained to the extent authorized by law.	
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>LCC CHAIR OR OTHER TITLE</b>	<b>DATE</b>

The authorized representative may sign this application electronically by typing his or her name in the space provided for a signature, and inserting the person's title and the date. An electronic signature has the same force and effect, pursuant to chapter 137 of the Wisconsin statutes, as a non-electronic signature.

**NOTICE:** This application does not represent a commitment by DATCP or DNR to provide funding for any grant category at any specific level. If grant funds are awarded, the county must agree to comply with any resulting terms including those specified in a grant contract.

SECTION I. STAFFING/PLANNING GRANTS			Amount Requested of DATCP	Amount Requested of DNR
1	Soil and Water Resource Management (SWRM) Tier 1 A. Base Funding \$75,000 is automatically entered.		\$ 75,000.00	
2	SWRM Tier 2 A. Funding for three positions Automatically enters amounts from Table 1, column F, for first three positions <div>Amount from Table 1, column F</div>			
	i. First (100%) position	\$63,253	\$ 63,253.00	
	ii. Second (70%) position	\$48,530	\$ 33,971.00	
	iii. Third (50%) position	\$47,842	\$ 23,921.00	
	B. Funding for subsequent positions Automatically enters amount from Table 1, column G			
	iv. Fourth & more (50%) positions	\$27,070	\$ 13,535.00	
	Urban NPS & Storm Water Management - Planning Projects			
3	(Complete separate application available on DNR website)			
TOTAL STAFFING REQUESTS ►			\$ 134,680.00	

SECTION II. COST-SHARING GRANTS			Amount Requested of DATCP	Amount Requested of DNR
1	<b>Land and Water Resource Mgmt. (LWRM) Plan Implementation: Structural Funds</b>		\$ 75,000.00	
2	<b>LWRM Plan Implementation: SEG Funds</b>		\$ 20,000.00	
	<b>Nutrient Management Programming in County (enter "yes" if True)</b>		3	
	<b>We employ a staff agronomist</b>			



Wisconsin Department of Agriculture, Trade and Consumer Protection  
Division of Agricultural Resource Management  
P.O. Box 8911, Madison, WI 53708

DARM-BLWR-011.xlsm (rev. 01/23)

3	We employ a nutrient management specialist			
	NM planning and implementation strategy are in our 2025 Workplan	Yes		
	We support NUE/MRTN projects in the county through grant funds or education.	Yes		
	We have programming to support outreach and education regarding NM planning, soil testing, plan renewal, soil health.	Yes		
	Other			
4	<b>Targeted Runoff Management Projects</b> (Complete separate application available on DNR website)			
5	<b>Urban NPS &amp; Storm Water Management - Construction Projects</b> (Complete separate application on DNR website)			
TOTAL COST-SHARING REQUESTS ►			\$	95,000.00





Wisconsin Department of Agriculture, Trade and Consumer Protection  
Division of Agricultural Resource Management  
P.O. Box 8911, Madison, WI 53708

DARM-BLWR-011.xlsm (rev. 01/23)

**SECTION III. FINANCIAL AND OTHER DATCP REPORTING REQUIREMENTS**

**1 Financial Report of County LCD Expenditures for 2024**

A. Enter the total amount of all county LCD expenditures in 2024 from all funding sources. \$ 345,553.24

B. Enter the amount of expenditures in 2024 from all non-county sources. \$ 182,967.12

(Of the total expenditure listed in line 1A., enter the amount funded using non-county sources, which may include grants, shared revenue, and other funds from sources external to the county.

NOTE: Line 1B. plus line 1C. equals line 1A.)

C. Amount of county source funding expended in 2024 \$ 162,586.12

(County source funding may include county levies, fees, permits, tree sales, or other funds generated by the county. This amount is used to determine fulfillment of maintenance of effort requirements).

D. Enter the amount of salary and fringe benefits paid using county source funding. \$ 86,510.42

(NOTE: LINE 1D. CANNOT EXCEED LINE 1C.)

**2 Funding for 2024 Staff (FTE,LTE,IC)**

Enter the total number of 2024 staff funded by each of the following categories:

County	DATCP SWRM	All Other	*TOTAL 2024 Staff
1	1.9	0.1	3

\*Total 2024 staff should be equal to the sum of FTE, LTE and IC staff listed in Table 1.

**3 2025 Work Plan**

Each county must submit a current work plan that describes activities planned for 2025.

Submissions must comply with the requirements identified by DATCP in separate communications.

Work plans should be emailed by no later than April 15, 2025 to DATCPSWRM@wisconsin.gov. Grant applications will not be processed if work plans are not submitted, are incomplete, or fail to meet DATCP requirements.

**4 2024 Annual Report**

**Reminder :** To be eligible for 2026 funding, counties must electronically complete a 2024 Annual Report, which DATCP is requesting that counties submit by March 15, 2025.

## **Ordinance 25-5**

### **Ordinance Pertaining To Short-Term Rentals.**

#### **§ XXX-1. Purposes.**

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

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

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

#### **§ XXX-2. Definitions.**

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

##### **DWELLING UNIT**

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

##### **ENTITY**

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

##### **NATURAL RESOURCE STANDING COMMITTEE**

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

##### **LICENSE**

The short-term rental license issued under § XXX-4 will be valid for 1 year.

##### **1 YEAR LICENSE**

License Duration. Each permit shall expire on June 30, except that licenses initially issued during the period beginning April 1 and ending on June 30 shall expire on June 30 one (1) year later.

##### **HOTELS AND MOTELS**

An establishment with 5 or more short-term rental units (e.g., rooms, cottages, cabins) offered for compensation at one location (i.e., 5 or more units across all directly adjacent parcels under the same ownership is considered a hotel or motel). Hotels and motels are excluded from this ordinance.

##### **OCCUPANT**

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

## PERSON

An individual, group of individuals, or an entity.

## PROPERTY MANAGER

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

## PROPERTY OWNER

The owner of a short-term rental.

## RENEWAL LICENSE

Any license issued under this Ordinance after the initial 1-year license has expired.

## SHORT-TERM RENTAL

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

## TOURIST ROOMING HOUSE

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

## ZONING DEPARTMENT

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

**§ XXX-3. Operation of short-term rentals.** Each short-term rental shall comply with this chapter's requirements and any other applicable state, county or local laws, codes, rules or regulations. Each short-term rental shall comply with the following standards:

- A. No person may maintain, manage or operate a short-term rental more than 10 nights each license year without a short-term rental license. Every short-term rental shall be operated by a property owner or property manager.
- B. Each short-term rental property owner is required to have the following licenses:
  - 1. A state of Wisconsin tourist rooming house license. Information can be found at [https://datcp.wi.gov/Pages/Programs\\_Services/TouristRoomingHouses.aspx](https://datcp.wi.gov/Pages/Programs_Services/TouristRoomingHouses.aspx)
  - 2. A license from Richland County issued pursuant to this ordinance.
- C. Each short-term rental shall comply with all of the following:
  - 1. The number of occupants in any dwelling unit shall not exceed the limits set forth in Wis. Admin. Code § ATCP 72.14 for hotels, motels, and tourist rooming houses.
  - 2. No recreational vehicles (RVs), campers, tents or other temporary lodging arrangements shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees. Exceptions can be made if septic is appropriately sized to handle additional guests or



other precautions are taken to ensure septic can handle additional guests such as on-site porta-pots, requiring RV's to dump at public dump sites, etc.

3. If the property owner resides within 60 miles of the short-term rental property, a local property manager is not required to be designated. The property owner shall ensure their contact information is provided to guests and updated with the Zoning Department. The property owner must notify the Zoning Department within three business days of any change in the property owner's contact information and submit the revised contact information to the Zoning Department within the same time period. Property owners must also provide guests with emergency contact information (e.g., 911, local police, fire, nearest hospital).
4. Unless the property owner resides within 60 miles of the short-term rental property, a local property manager must be designated for contact purposes and his or her name must be included in the application filed with the Zoning Department. The local property manager must reside within 60 miles of the short-term rental property and shall ensure their contact information is provided to guests and updated with the Zoning Department. The property owner must notify the Zoning Department within three business days of any change in the property manager's contact information for the short-term rental and submit the revised contact information to the Zoning Department within the same time period. Property owners or their property manager must also provide guests with emergency contact information (e.g., 911, local police, fire, nearest hospital).
5. Must have designated parking that abides by all laws.
6. Applicant is required to display county license number on any advertising or online reservation system.

**§ xxx-4. Short-term rental license. A license is required for each rental location. Under a Richland County short-term rental license, an operator may rent as many as four units (e.g., rooms, cottages, cabins) at one location, which is in line with state licensing requirements. You are a motel or hotel if you rent 5 or more units at one location.**

- A. The Zoning Department shall issue a short-term rental license if an applicant demonstrates compliance with the provisions of Richland County Ordinance XXX. A short-term rental license is issued for one year and may be renewed annually as provided in § XXX-6. The license shall contain the following information:
  1. The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the requirements of Section 3 Subsection C (3) shall apply to the property owner.
  2. The name of the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall respond to inquiries within a reasonable length of time.
  3. Description of the property and maximum occupancy allowed.
  4. The license term.
  5. The state of Wisconsin tourist rooming house license number.

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

- A. All applications for a short-term rental license shall be filed with the Zoning Department on forms provided by the Department. Applications must be filed by the property owner or the property manager. No license shall be issued unless the completed application form is accompanied by payment of the required application fee, which fee shall be nonrefundable.
- B. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with all requirements of this chapter, including, but not limited to, § XXX-8:
  - 1. The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the application shall include mailing address, physical address (if different from mailing address) and a telephone number at which the property owner shall respond to inquiries within a reasonable length of time. Including a brief description of the unit and maximum occupancy allowed.
  - 2. A copy of a most recent completed State Lodging Establishment Inspection form.
  - 3. A copy of the state of Wisconsin tourist rooming house license issued under Wis. Stats. § 97.605; or proof that such state license has been applied for, in which event a provisional short-term rental license may be issued under this chapter for a period of 90 days but shall be conditioned upon the Zoning Department's receipt of a copy of such state license from the applicant within said ninety day period, and if a copy of such state license is not received by the Zoning Department within said period, then such provisional license shall expire and be void at and after the end of said ninety day period.
  - 4. Designation of a property manager, unless the property owner is acting as the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall respond to inquiries within a reasonable length of time, and an affirmative statement that the property manager is authorized to act as agent and as the local contact person for the property owner with respect to operation of the short-term rental, including taking remedial action and promptly responding to any violation of this chapter or the County Ordinance relating to the licensed premises, and receiving service of notice of violation of this chapter's provisions.
  - 5. Written certification by the property owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations.
- C. Unless earlier revoked, each license period shall run from July 1 of one year to June 30 of the next year. The application fee shall be paid upon filing of the application. Any application that does not include all of the information and supporting documentation required by this chapter shall not be considered as complete. When the Zoning Department determines that an application is complete and meets the requirements of this chapter, the Zoning Department shall approve the application and issue a short-term rental license (or, if applicable, a provisional short-term rental license) to the applicant. If the Department determines that the application is incomplete or does not meet the requirements of this chapter, the Department shall deny the application and inform the applicant, in writing, of the reason(s) why the application was denied and what action is needed to obtain approval of the application. The Zoning Department may be lenient in allowing applicants to fix issues within 14 days when an application is deemed incomplete or information was missing, without applicant needing to re-apply and pay an additional application fee.
- D. If the short-term rental property has outstanding fees, taxes, special charges or forfeitures owed to

Richland County this may be a factor in whether or not the application will be approved. The Zoning Department may refuse to issue or renew a short-term rental license for any property or owner-applicant that has violated this Chapter any time within a period of twelve (12) months prior to the date of the permit application or if the property has had three (3) or more calls for law enforcement services leading to formal written violation or arrest in a twelve (12) month period. Law enforcement calls from potentially unreasonable neighbors which do not lead to formal written violation or arrest cannot and will not be used to deny renewal applications.

1. No short-term rental license (or, if applicable, a provisional short-term rental license) shall be issued if the applicant or short-term rental property is found to be subject to one of the grounds for revocation as provided in § XXX-8C.
- E. A short-term rental license is nontransferable and shall expire upon a transfer of legal control of the tourist rooming house property. The holder of any permit or license shall promptly notify the Zoning Department in writing of any transfer of the legal control of any property covered by the permit. A transfer of property to an entity or trustee shall not be considered a transfer of legal control as long as the owner(s) continue to have majority control of the entity or are trustees of the trust with control of the property; however, such new form of ownership shall be identified on any permit renewal application after such transfer. No refunds will be issued.

#### **§ XXX-6. Annual Renewal.**

- A. Each application for renewal of a short-term rental license shall include updated information for the documentation on file with the Zoning Department, and payment of the renewal fee. A renewal application must be filed with, and a nonrefundable renewal fee must be paid to, the Zoning Department at least 90 days prior to the license expiration date to allow the Department adequate time to review the application. The Department shall determine whether the information provided in the renewal application is complete and meets the requirements of this chapter. The Department may also request reports from the Building Inspector, the Sheriff's Department and other law enforcement agencies regarding any enforcement actions taken with respect to the short-term rental properties and operations, and their owners, tenants, occupants or visitors.
- B. The Department shall review the renewal application and may approve or deny the application after taking into consideration the number, frequency and/or severity of law violations relating to the short-term rental property and operations, and its owner(s), tenant(s), occupant(s) or visitor(s), and whether such violations substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood. If after such consideration the Department determines not to renew the license, the Department shall notify the applicant in writing of the reason(s) for such decision, and the applicant's right

to appeal the decision to the Richland County Natural Resource Standing Committee as provided in § XXX- 8.

- C. No license shall be renewed if the short-term rental property is under an order issued by the Building Inspector or a local health officer, or his or her designee, to bring the premises into compliance with state, county or local laws, codes, rules or regulations.

#### **§ XXX-7. Display of permit.**

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

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

- A. The Zoning Department's decision to deny an initial short-term rental license or to deny renewal of a short-term rental license shall specify the reason(s) for such denial, in writing. Prior to the time for the renewal of license, the Zoning Department shall notify the licensee in writing the County's intention not to renew the license and notify the licensee of his or her right to an appeal hearing as provided in § XXX-8B.
- B. The Zoning Department's decision to deny an initial license or to deny renewal of a license may be appealed to the Natural Resource Standing Committee by filing a written appeal with the Department within 21 calendar days (excluding legal holidays) after the date of mailing of the written notice of the Zoning Department's decision denying such license or renewal license. The Natural Resource Standing Committee shall conduct a due process hearing and issue a written decision on the appeal within 30 calendar days of the County's receipt of the written appeal, or the license shall be deemed granted. If the appellant appears at the hearing he or she may produce and cross-examine witnesses, present relevant evidence, and be represented by counsel of his or her choosing, at his or her expense. If the Natural Resource Standing Committee finds the Zoning Department's reason(s) for his or her decision sufficient, the decision shall be affirmed. If the Committee finds the Zoning Department's reason(s) for his or her decision insufficient, the decision shall be reversed, and the license shall be granted and issued. If the appellant does not appear at the hearing and the Committee finds the Zoning Department's reason(s) for his or her decision sufficient, the decision shall be affirmed. The Committee's written decision on the appeal must specify the reason(s) for its determination. The Zoning Department shall give written notice of the Committee's decision to the applicant or licensee. A license may be revoked by the Natural Resource Standing Committee during the term of a license year and following a due process hearing for one or more of the following reasons:
  - a. Failure by the licensee to make payment of delinquent fees, taxes, special charges, forfeitures or other debt owed to the County on the licensed property.
  - b. Failure to maintain all required local, county and state licensing requirements.
  - c. Any violation of local, county or state laws or regulations which, based upon their number, frequency and/or severity, and their relation to the short-term rental property, its owner(s), tenant(s), occupant(s) or visitor(s), substantially harm or adversely impact predominantly residential uses and nature of the surrounding neighborhood.
- C. Revocation. Any resident of or owner of property within Richland County may file a sworn written complaint with the Zoning Department alleging one or more of the reasons set forth in § XXX-8B (1-3) as grounds for revocation of a short-term rental license issued under this chapter. Upon the filing of the complaint, the Natural Resource Standing Committee shall notify the licensee of the complaint by certified mail, return receipt requested and provide the licensee with a copy of the complaint. The notice shall direct the

licensee to appear before the Committee on a day, time and place included in the notice, not less than 10 days and not more than 45 days from the date of the notice, and show cause why his or her license should not be revoked. The hearing shall be conducted as provided in § XXX-8B. If a license is revoked, the Zoning Department shall give notice of revocation to the licensee by certified mail, return receipt requested. No part of the fee paid for any license so revoked may be refunded.

- D. Judicial review. The action of the Natural Resource Standing Committee in granting or renewing, refusing to grant or renew, or revoking a license under this chapter may be appealed to the full Richland County Board. Final appeal can be reviewed by the Richland County Circuit Court upon appeal by the applicant, licensee, or a resident of or owner of property within the County. Such appeal shall be filed within 90 days of the date of mailing by the Zoning Department of the notice of the Natural Resource Standing Committee's action granting or renewing, refusing to grant or renew, or revoking a license. The procedure on review shall be the same as in civil actions commenced in the circuit court pursuant to Wis. Stats. Chs. 801 to 807.

#### **§ XXX-9. Penalties.**

- A. Any short-term rental license holder who violates any provision of this chapter shall be subject to revocation of their short-term rental license per **§ XXX-8**. Any person who knowingly and willfully operates a tourist rooming house without a valid short-term rental license described in this ordinance shall be subject upon conviction thereof to a forfeiture of not less than \$250 nor more than \$750 for each offense, together with the costs of prosecution, and in the event of default of payment of such forfeiture and costs, after multiple written notices of amounts due have been sent and ignored over the course of not less than 90 days, shall be imprisoned in the Richland County Jail until such forfeiture and costs are paid, except that the amount owed is reduced at the rate of \$25 for each day of imprisonment and the maximum period of imprisonment is 30 days. Failure to comply with an order of correction issued under this ordinance shall constitute a violation of this ordinance and each day of continued violation shall constitute a separate offense.
- B. The penalties set forth in this section shall be addition to all other remedies of injunction, abatement or costs, whether existing under this chapter or otherwise.

#### **§ XXX-10. Fees.**

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

#### **§ XXX-11. Severability.**

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

DATED: MARCH 18, 2025  
PASSED: MARCH 18, 2025  
PUBLISHED: MARCH 27, 2025

ORDINANCE OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(13 MARCH 2025)

DAVID TURK, CHAIR  
RICHLAND COUNTY BOARD OF SUPERVISORS

STEVE CARROW  
GARY MANNING

FOR      AGAINST

X

	MARK GILL	
	INGRID GLASBRENNER	
	DAVID TURK	X
	CRAIG WOODHOUSE	X
DEREK KALISH	BOB FRANK	X
RICHLAND COUNTY CLERK	STEVE WILLIAMSON	X
	MARC COUEY	X

**RESOLUTION NO. 25 - 22**

Resolution Requesting No Federal Or State Cuts To Medicaid.

WHEREAS 28% of Richland County’s residents use a Medicaid program to get their health care and other important supports; and

WHEREAS many of our county’s jobs are created through small business, hospitals, therapists, mental health professionals, school-based medical services and other professionals that bill Medicaid; and

WHEREAS Wisconsin (or Richland County’s) Aging & Disability Resource Center (ADRC) funding includes 50% of federal Medicaid matching funds to provide older adults and people with physical or developmental/ intellectual disabilities the resources needed to live with dignity and security, and achieve maximum independence and quality of life; and,

WHEREAS Medicaid is the main funding source in our county for mental health care; and

WHEREAS Medicaid funds almost all long-term care, including Wisconsin’s institution diversion programs—Family Care, IRIS, CLTS—that keep kids, people with disabilities, and older adults out of expensive Medicaid-funded nursing homes and institutions; and

WHEREAS Wisconsin’s population is aging and more seniors will require care and services in the future; and

WHEREAS Medicaid is the only place older adults and people with disabilities can get the long-term supports and health care they need; and

WHEREAS Medicaid serves a diverse population of our county’s residents including veterans, older adults with dementia, foster kids, people with mental illness, unpaid caregivers who have had to leave the workforce to provide care, and low wage paid caregivers; and

WHEREAS, Medicaid improves the health, wellbeing, and productivity of thousands of residents in the areas of preventive services, prenatal care, opioid and other drug treatment, behavior health, crisis intervention, lead poisoning, treatment of chronic disease, dental health, and support for the elderly and people with disabilities thus providing for a healthier population and more productive workforce.

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors do hereby request no federal or state cuts to Medicaid.

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

VOTE ON FOREGOING RESOLUTION

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

RESOLUTION OFFERED BY THE COUNTY BOARD  
MEMBERS OF THE COMMUNITY & HEALTH  
SERVICES STANDING COMMITTEE  
(06 MARCH 2025)

RESOLUTION \_\_\_\_\_ FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

DATED: MARCH 18, 2025

MARY MILLER	
DANIEL MCGUIRE	
SANDRA KRAMER	X
INGRID GLASBRENNER	X
MICHELLE HARWICK	X

## RESOLUTION NO. 25 - 23

Resolution Accepting Donations To Symons Recreation Complex.

WHEREAS Symons Recreation Complex receives regular donations from members and the Symons Recreation Complex Foundation to make facility improvements and equipment purchases, and

WHEREAS the Natatorium Board has reviewed February, 2025 donation offers to the Symons Recreation Complex by the SRC Foundation, and

WHEREAS the recommendation has been reviewed by the County Executive and Finance Committee, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the following donations from the Symons Recreation Complex Foundation to the Symons Recreation Complex are hereby accepted:

- 1) Two (2) Vision Treadmills.....\$10,605
- 2) Two (2) Recumbent Steppers.....\$10,140
- 3) Dumbbell Hand Weights.....\$800
- Total donation amount.....\$21,545, and**

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

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(13 MARCH 2025)

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

RESOLUTION \_\_\_\_\_

FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

STEVE CARROW  
STEVE WILLIAMSON  
GARY MANNING  
MARK GILL  
INGRID GLASBRENNER  
DAVID TURK  
BOB FRANK  
MARC COUEY  
CRAIG WOODHOUSE

X  
X  
  
  
  
X  
X  
X  
X

DATED: MARCH 18, 2025

Approved at Symon's Natatorium Board on February 10, 2025



## ORDINANCE 25 - 6

An Ordinance Creating New Code Of Ethics And Repealing Ordinance No. 23-6.

### RICHLAND COUNTY ETHICS CODE ORDINANCE

**The County Board of Supervisors of Richland County do ordain as follows:**

**X.01 Title.**

- (a) Title:  
This ordinance shall be cited as the Richland County Ethics Code.

**X.02 Authority**

- (a) Statutory Authorization
  - (1) This ordinance is enacted under the Authority of Wisconsin State Statute 19.59.

**X.03 Ethics Board.**

- (a) There is hereby created an Ethics Board to consist of five members and one alternate, at least one of whom shall be an attorney licensed to practice law in the State of Wisconsin or shall have demonstrated experience or training in the requirements of due process as applied in judicial or quasi-judicial proceedings. These individuals shall be from the Richland County community, appointed by the Committee on Committees, with the approval of the County Board. The members of the Ethics Board shall be residents of Richland County and shall not be County Public Officials, county employees, or receive the majority of their income from the county during the time of appointment. The Ethics Board members shall serve staggered three-year terms expiring on the third Tuesday in April of the third year following their appointment except as otherwise provided in the implementation of this ordinance. The Board shall elect a Chairperson, Vice Chairperson, and Secretary from among its members. The County Administrator shall provide administrative support and assistance to the Board. The Corporation Counsel shall provide legal advice and assistance to the Board. The Board shall be entitled to mileage and per diem payments for meetings and hearings of the Board on the same basis as provided other Richland County Boards, Committees or Commissions.
- (b) *Powers and duties.* The Ethics Board shall be responsible for investigating an ethics complaint, and conducting a fact-finding hearing as described in Section XX.23 below, in any case where the Ethics Board receives a written complaint or allegation of an ethics violation pursuant to Section XX.22 below.
- (c) *Burden of proof* The burden of proving a violation alleged in the complaint shall be on the Ethics Board. The Respondent may be called as a witness but may not be required or compelled to testify. Violations shall be proved by evidence that is clear, satisfactory, and convincing.
- (d) *Hearing.* The Ethics Board may hold, and an individual against whom a complaint has been made and where the complaint has been referred to the Ethics Board may request, a hearing before the Board using the procedures described in Section XX.22 below. The Board shall keep a record of the hearing. The Board shall have the power to compel the attendance of witnesses and to issue subpoenas as granted to other boards and

- commissions under Wis. Stat. § 885.01.
- i. Within ten work-days of the conclusion of the hearing, the Board shall file its written findings and recommendations signed by the Ethics Board Chairperson and Secretary, together with findings of fact and conclusions of law, concerning the propriety of the conduct of the public official. In order for the Board to find and substantiate a violation of the Ethics Code by a Respondent, it must be supported by a two-thirds (2/3) supermajority vote of those Board members present and voting. If the Board determines that no violation of the Code of Ethics has occurred, it shall dismiss the complaint.
  - ii. No recommendation of the Board becomes effective until 20 work-days after it is issued, or while an application for rehearing or rehearing before the Board is pending, or the Board has announced its final determination on rehearing.
- (e) *Enforcement and penalties.* If the Ethics Board finds that clear, satisfactory, and convincing evidence exists for believing the allegations of the complaint, the Ethics Board may make recommendations or take action as indicated in Sections XX.22, XX.24, and XX.26. The Ethics Board shall also refer all findings and recommendations to the County Board, and in the case of a County employee, to the County Administrator.

#### X.04 Definitions

- (a) General
  - (1) The word "shall" is mandatory; the word "may/should" is permissive.
  - (2) The words "used" or "occupied" also mean intended, designed or arranged to be used or occupied.
  - (3) The word "person" includes any individual, firm, association, joint stock association, organization, partnership, limited, trust, body politic, governmental agency, company, corporation and includes any trustee, receiver, assignee, or other representative thereof.
- (b) Definitions
  - (1) Administrative Agency - any board, commission, committee, task force, or other entity which is listed in the Richland County Rules of the Board.
  - (2) Anything of value - any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the county, fees and expenses which are permitted and reported under county policy, political contributions which are reported under § 11, hospitality extended for a purpose unrelated to county business by a person other than an organization or anything having a value of less than \$20 per occurrence or \$50 in total during a calendar year.
  - (3) Board - the Richland County Ethics Board created by Section XX.02 of the Richland County Code of Ordinances.
  - (4) Business - any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages in profit-making or nonprofit activities.

- (5) Citizen or citizen member refers to a person appointed to any position by the County Board, who is neither an elected county office holder nor a county employee.
- (6) County employee shall refer to any person holding a full- or part-time position with Richland County, other than a county official.
- (7) County official - any person holding a county elected office.
- (8) Department - any department of county government having its own budget.
- (9) Elected Official - any person who holds an elected position and whose salary is funded in full or in part by Richland County.
- (10) Organization - any legal entity other than an individual or body politic.
- (11) Public official - a person who is a "County employee," "County official," or "Elected Official."
- (12) Respondent - a person against whom has been filed a complaint alleging a violation of this chapter.
- (13) Substantial financial interest<sup>1</sup> - any interest required to be placed on a disclosure statement by XX.19 of this ordinance.

#### X.05 Application of Chapter

- (a) This ordinance shall apply to all county officials.

#### X.06 Administration

- (a) The Richland County Ethics Board shall be the administrative body with respect to the enforcement of the provisions of this ordinance. The board may call upon the Richland County Administrative Offices for staff assistance as the need arises. The Corporation Counsel shall provide such legal assistance as the board requires.

#### X.07 Certain County Transactions Prohibited.

- (a) The county shall not have or seek to have a business or financial relationship with a county official which would potentially place the official in violation of § 946.13 or any provision of this chapter.
- (b) It shall be the duty of the department head overseeing negotiations and requests for bids or proposals or other proposed transactions to assure compliance with this section.

---

<sup>1</sup> "Substantial financial interest" is not currently defined in the Wisconsin Statutes or Wisconsin Administrative Code. However, Wis. Stat. § 19.44 requires certain state public officials to disclose "substantial income" from certain sources for the purposes of financial disclosure requirements. Wis. Stat. § 19.44 provides several categories of "substantial income" that must be reported, and these categories and reporting thresholds can be viewed as examples of "substantial financial interest" for the purposes of this ordinance.

X.08 Declaration of Policy.

- (a) The proper operation of representative government requires that county officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a code of ethics for all County of Richland officials and employees. The purpose of this code is to assist county officials and employees in avoiding conflicts between their personal interest and their public responsibilities in order to improve standards of public service and promote and strengthen the faith and confidence of the people of Richland County in their county public officials and employees and to provide for disclosure by county officials and managerial employees of substantial financial interest in matters affecting the county. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of the County of Richland.
- (b) The county board hereby reaffirms that each county official occupies a position of public trust that requires adherence to a high standard of conduct. Any effort to realize substantial personal gain through official conduct is a violation of that trust. This code of ethics does not prevent any county public official from accepting other employment or following any pursuit which in no way interferes with the full and faithful discharge of his or her duties to this county. The county board further recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without all personal and economic interest in the decisions and policies of government; that citizens who serve as county officials retain their rights as citizens to interests of a personal or economic nature; that standards of ethical conduct for county officials need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society, and those conflicts which are substantial and material; and that county officials may need to engage in employment, professional or business activities, other than official duties, in order to support themselves or their families and to maintain a continuity of professional or business activity, or may need to maintain investments which activities or investments do not conflict with the specific provisions of this code.

X.09 Standard of Conduct; Use of public position to obtain private benefit prohibited.

- (a) No county official, county employee or citizen member may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

X.10 Standard of Conduct; Solicitation or acceptance of anything of value.

- (a) No county official, county employee or citizen member may solicit or accept from any person directly or indirectly, anything of value if it could reasonably be expected to influence official actions or judgement, or could reasonably be considered as a reward for any official action or inaction on the part of the county official, county employee or citizen member.

X.11 Standard of Conduct; Conflict of interest prohibited.

- (a) No county official, county employee or citizen member may:
  - (1) Take any official action substantially affecting a matter in which the official, a member of his or her immediate family or an organization with which the official is associated has a substantial financial interest.
  - (2) Use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect for the official, one or more members of the official's immediate family either separately or together, or an organization with which the official is associated.
- (b) Paragraph (a) does not prohibit a county official from taking any action concerning the lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit a county official from taking official action with respect to any proposal to modify a county or municipal ordinance.

X.12 Mileage Reimbursement Eligibility

- (a) A county board supervisor is eligible for reimbursement, at the current mileage reimbursement rate as established by the Internal Revenue Service, of only that mileage actually traveled in attending those meetings for which she or he is eligible for reimbursement.

X.13 Standard of Conduct; Use or disclosure of information gained in course of official activities.

- (a) No county official or employee may intentionally use or disclose information gained in the course of or by reason of her or his official position or activities in any way that could result in the receipt of anything of value for herself or himself, for a member of her or his immediate family, or for any other person or legal entity if the information has not been communicated to the public or is not a public record.

X.14 Impermissible use of Public Office.

- (a) No county official or county employee shall use or attempt to use his or her public office or employment to influence or gain unlawful benefits, advantages or privileges personally or for others.

X.15 Standard of Conduct; Representation for compensation by county official before county entities.

- (a) No county official shall appear on behalf of private interests for compensation, before any county entity nor represent private interests in any action or proceedings against the county.
  - (1) This subsection shall not apply:
    - i. In a contested case which involves a part other than the county with interests adverse to those represented by the public official or employee; or
    - ii. At an open hearing before a body other than the county board or a committee of the county board, at which a stenographic or tape record is maintained; or
    - iii. In a matter that involves only ministerial action by the department; or
    - iv. To representation by an elected official acting in his or her official capacity.
  - (2) This section may not be construed to limit in any fashion whatsoever an elected official's business or professional partner's or associate's right to practice or appear before a county entity, provided, however, the elected official does not participate in any vote or in the decision-making process.
  - (3) Nothing in this section shall be construed to prohibit an elected official from representing herself or himself before any county entity, including the one of which he or she is a member.

X.16 Standard of Conduct; Representation by citizen members before county entities.

- (a) No citizen member shall appear on behalf of private interest with or without compensation before any entity for or with which the person works nor appear on behalf of private interests with or without compensation in any action or proceeding against the county.
- (b) This section shall not be construed to prohibit a citizen member from dealing directly with staff of the agency on behalf of private interests, for compensation or otherwise, provided that if the representation is for compensation, that fact is contemporaneously disclosed, in writing, to the affected county department or agency.
- (c) This section shall not be construed to limit in any fashion whatsoever a citizen member's business or professional partner's or associate's right to practice or appear before the administrative agency.

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

X.17 Standard of Conduct; Receipt and retention of anything of value unrelated to official duties.

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

X.18 Standard of Conduct; Receipt and retention of anything of value for the benefit of the county.

- (a) County officials and citizen members may accept and retain anything of value which consists of transportation, lodging, meals, food or beverage, or reimbursement therefore, if the official or citizen member can show by clear and convincing evidence that the same was incurred or received primarily for the benefit of the county and not primarily for his or her private benefit or that of any other person. It is prima facie evidence that the acceptance of anything of value consisting of enumerated items or services is primarily for the benefit of the county:
  - (1) when received by an official or citizen member in connection with a speech or other presentation being given by the county official or citizen member;
  - (2) when received by an official or citizen member attending a government-related function where the same or similar items or services are provided free of direct charge to all attendees; or
  - (3) when received by an official or citizen member in a situation where the county would have to assume the costs of the item or service if not otherwise provided.

X.19 Standard of Conduct; Receipts from political committees.

- (a) Notwithstanding any other provision of this chapter, county officials may receive and retain from a political committee under §11, transportation, lodging, meals, food, beverages, or reimbursement therefor, or payment or reimbursement of costs permitted and reported in accordance with §11.



X.20 Standard of Conduct; Disclosure by county officials.

- (a) A county official who has a substantial financial interest in a matter pending before the body of which he or she is a member shall disclose the nature of the interest. The disclosure shall be made on the record before the body, or if there is no formal record, in writing to the body.

X.21 Standard of Conduct; Disclosure by county officials of matters pertaining to a closed session prohibited.

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

X.22 Complaints.

- (a) All complaints regarding violations of this ordinance shall be made in writing and submitted to the county clerk who shall deliver them to the chairperson of the Ethics Board.

X.23 Procedure before the Board.

- (a) Upon receipt of a complaint, the board shall:
  - (1) Cause notice to be given to the respondent. Such a notice shall contain a specification of the charges against the respondent as well as the notice that the respondent may file a written statement of his or her position with the board.
  - (2) Schedule and hold hearings on the complaint.
  - (3) Hear the respondent's position and the testimony of witnesses, if any.
  - (4) Permit the respondent and the complainant to call such witnesses as either desires and to cross-examine the witnesses of the other.
  - (5) Consider the evidence presented and make findings thereon.
  - (6) By its chairperson or his or her designee, make rulings on motions and objections made by any party in such a manner as to assure due process protection to the parties.
  - (7) Based upon the evidence presented to it, determine whether or not to seek imposition of a forfeiture pursuant to the penalty provisions of this ordinance. If a forfeiture is deemed advisable, the board may direct the corporation counsel to start an action in the name of the county against the violator.
  - (8) When deciding to see the imposition of a forfeiture, the board shall at the time of notifying the corporation counsel, serve notice by mail upon the respondent to the effect that a forfeiture will be sought against the respondent, specifying the amount and that court action may be avoided if the amount specified is paid within 30 days of the date of the notice.



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

X.24 Closed Session.

- (a) Pursuant to §19.85(1)(a) and (f), the board shall conduct its hearings in closed session unless the person complained of requests open hearings.

X.25 Advisory Opinions.

- (a) Any person subject to the provisions of this ordinance, either personally or on behalf of an organization or governmental body, may at any time request of the board an advisory opinion regarding the propriety of any matter to which the person is or may become a part. Any appointing officer, with the consent of a prospective appointee, may request of the ethics board an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a request for an advisory opinion and may advise the person making the request. Advisory opinions and request therefor shall be in writing. Except as provided in sub. (3), neither the corporation counsel nor a member or agent of the Ethics Board may make public the identity of an individual requesting an advisory opinion or of individuals or organizations mentioned in the opinion. The Board shall annually publish a synopsis of any advisory opinions it has issued, after first reviewing such material with the corporation counsel to ensure that all individual identifying material has been deleted.
- (b) It is prima facie evidence of intent to comply with the Richland County Ethics Code or any amendment of the same when a person refers a matter to the Ethics Board and abides by the advisory opinion, if the material facts are as stated in the opinion request.
- (c) The Ethics Board may make an advisory opinion public with the consent of the individual requesting the opinion or the organization or governmental body on whose behalf it is requesting and may make public a summary of an advisory opinion issued under this section after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion and of any records obtained or prepared by the Ethics Board or corporation counsel in connection with the request for an advisory opinion.
- (d) The Board is expressly authorized to issue advisory opinions interpreting those provisions of chapter 19 of the Wisconsin Statutes which are expressly incorporated in this ordinance.

X.26 Open Records.

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

X.27 Sanctions.

- (a) Violation of any provision of this code should raise conscientious questions for the official concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the County of Richland. If the Ethics Board determines that an official has violated any provision of this code, the board may, as part of its report to the County Board, make any of the following recommendations:
  - a. In the case of an official who is an elected County Board Supervisor, that the County Board consider sanctioning, reprimanding, censuring or expelling the person;
  - b. In the case of a citizen member, the County Board or other appointing authority consider removing the person from the administrative agency;
- (b) In addition to the sanctions available under sub. (1), any official violating the provisions of this section shall be subject to a non-reimbursable forfeiture of not more than one hundred dollars (\$100).

X.28 Severability.

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

DATED: MARCH 18, 2025  
PASSED: MARCH 18, 2025  
PUBLISHED: MARCH 27, 2025

ORDINANCE OFFERED BY THE EXECUTIVE &  
FINANCE STANDING COMMITTEE  
(13 MARCH 2025)

		FOR	AGAINST
DAVID TURK, CHAIR	STEVE CARROW	X	
RICHLAND COUNTY BOARD OF SUPERVISORS	GARY MANNING		
	MARK GILL		
	INGRID GLASBRENNER		
	DAVID TURK	X	
	CRAIG WOODHOUSE	X	
DEREK KALISH	BOB FRANK	X	
RICHLAND COUNTY CLERK	STEVE WILLIAMSON	X	
	MARC COUEY	X	





## **ORDINANCE 23 - 6**

An Ordinance Creating A Code Of Ethics And Repealing Ordinances No. 06-28, 07-7, 10-8.

The Richland County Board of Supervisors does ordain as follows:

### **1. Repeal of Prior Ordinances**

Ordinance Nos. 06-28, 07-7, and 10-8 concerning the establishment of a code of ethics are repealed.

### **2. Authority**

This ordinance is established pursuant to Wis. Stat. § 19.59(1m)-(8).

### **3. Purpose of Code of Ethics**

The purpose of the code of ethics is as follows:

- a. The proper operation of representative government requires that county officials (*defined in section 3*) be independent, impartial, and responsible to the people; that government decisions and policies be made through the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established an Ethics Code for all Richland County officials. The purpose of this code is to assist county officials in avoiding conflicts between their personal interest and their public responsibilities in order to improve standards of public service and promote and strengthen the faith and confidence of the people of Richland County in their county public officials and to provide for disclosure by county officials of substantial financial interests in matters affecting the county. The provisions and purpose of this code and such rules and regulations as may be established are hereby declared to be in the best interests of Richland County.
- b. The County Board hereby reaffirms that each county official occupies a position of public trust that requires adherence to a high standard of conduct. Any effort to realize substantial personal gain through official conduct is a violation of that trust. This code of ethics does not prevent any county public official from accepting other employment or following any pursuit which in no way interferes with the full and faithful discharge of their duties to this county. The County Board further recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without all personal and economic interest in the decisions and policies of government; that citizens who serve as county officials retain their rights as citizens to interests of a personal or economic nature; that standards of ethical conduct for county officials need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society, and those conflicts which are substantial and material; and that county officials may need to engage in employment, professional or business activities, or maintain investments, in order to support themselves or their families and to maintain a continuity of professional, business or investment activity, and are free to do so as long as those activities do not conflict with the specific provisions of this code.

### **4. Positions Covered**

This ordinance shall apply to all County officials, whether elected or appointed, paid or unpaid, including members of boards, committees and commissions, department heads, and other County employees.

## 5. The Ethics Board

The Ethics Board shall carry out this ordinance, and shall be a committee of the County Board which has been assigned the duties of the Ethics Board.

## 6. General Provisions

The following are subjects covered by the Ethics Code:

### a. Closed Sessions

No County official may disclose any information discussed, debated or acted upon in a closed session of the County Board or its bodies (i.e., committees, boards, commissions).

### b. Contracts

An official may not enter into a contract with the County or form a contract or contracts with Richland County involving the receipts or disbursements of more than \$15,000 in any year. Additionally, an official may be subject to this ordinance if they hold 10% or greater interest in an organization which enters into a contract/s with the County.

### c. Financial Interest

A financial interest is any interest which yields, directly or indirectly, a monetary or other material benefit to a County official or a member of their immediate family, or to an organization with which an official is associated. An organization is defined as *any corporation, partnership, proprietorship, firm, enterprise, franchise, association, trust or other legal entity other than an individual or body politic.* A County official who has a financial interest in a matter pending before a body shall disclose the nature of the interest and may not discuss the matter unless invited by the body. A County official may not vote on a matter in which they have a financial interest.

### d. Gifts

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

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

### e. Nepotism

Refer to the Employee Handbook. The provisions of nepotism in the Employee Handbook shall apply to County Board members with respect to supervision of the County Administrator.

### f. Privileged Information

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

An official shall not knowingly disclose or permit the disclosure of privileged information to any person not lawfully authorized to receive such privileged information. An official shall not use privileged information to advance their personal financial interest or that of their immediate family. An official's immediate family is their spouse, children, stepchildren, parents, stepparents, or other legal relation who contributes more than one-half of the support of the official or receives that level of support from the official.

g. Public Property

An official shall not use County-owned property unless authorized by their supervisor.

h. Social Media

Refer to Social Media Policy.

**7. Advisory Opinions**

The Ethics Board shall issue advisory opinions with the assistance of the Corporation Counsel. Any individual may apply in writing to the Ethics Board for an advisory opinion and shall be guided by any opinion rendered. The applicant shall present their interpretation of the facts at issue before the advisory opinion is rendered. All requests for opinion and opinions rendered shall be in writing. Records of the Ethics Board's opinions, opinion requests and investigations of violations shall be closed to public inspection, as required by Ch. 19, Wis. Stats. However, such records may be made public with the consent of the applicant.

**8. Complaint Procedure**

- a. The Corporation Counsel or County Clerk shall accept from any individual a verified written complaint which states the name of the official alleged to have committed a violation of this Code and sets forth the material facts involved in the allegation. The Corporation Counsel or County Clerk shall forward a copy of the complaint to the accused official and the Ethics Board within ten days of its receipt. If no action on the verified complaint is taken by the Ethics Board within 60 days, the complaint shall be dismissed.
- b. Complaints shall include:
  - i. The name of the alleged offender
  - ii. The approximate date of the alleged offense, if applicable
  - iii. The nature of the alleged offense
  - iv. Any supporting facts known to the complaining party
  - v. The date on which the complaint is being submitted
- c. Following the receipt of a verified complaint, the Ethics Board may make preliminary investigations with respect to alleged violation of the Ethics Code. A preliminary investigation shall not be initiated unless the accused official is notified in writing. The notice shall state the exact nature and purpose of the investigation, the individual's specific action or activities to be investigated, and a statement of such person's due process rights. If the Ethics Board finds probable cause to believe the allegations contained in the complaint, the complaint shall be referred to a fact-finding hearing.

- d. The Ethics Board may investigate any complaint properly filed. no action will be taken against the subject of such an investigation if the complaint was filed more than one year after the alleged violation of the Ethics Code."
- e. The Ethics Board may hold, and an individual against whom a complaint has been made and where the complaint has been referred to the Ethics Board may request, a hearing before the Ethics Board. The Ethics Board shall keep a record of the hearing and have the power to compel the attendance of witnesses and to issue subpoenas as granted to other boards and commissions under Wis. Stat. § 885.01. The Ethics Board may also administer oaths.

Within 10 business days of the conclusion of the hearing, the Ethics Board shall file its written findings and recommendations signed by all participating Board members, together with findings of fact and conclusions of law, concerning the propriety of the conduct of the official. If the Ethics Board determines that no violation of the Code of Ethics has occurred, it shall dismiss the complaint, and if requested to do so by the accused, issue a public statement.

No recommendation of the Ethics Board becomes effective until 20 business days after it is issued, while an application for rehearing or rehearing before the Board is pending, or after the Board has announced its final determination on rehearing. Appeals may be requested to the full County Board.

## 9. **Enforcement**

Violation of any provisions of this code should raise conscientious questions for the official concerned as to whether voluntary resignation or other action is indicated to promote the best interests of Richland County. If the Ethics Board finds that clear, satisfactory and convincing evidence exists for believing the allegations of the complaint, Ethics Board shall refer its findings and recommendation to the County Board. The Ethics Board may recommend that:

- a. The County Board order the individual to conform his or her conduct to the Ethics Code or recommend that they be censured, suspended, removed from office, or be issued a private or public reprimand. In the case of an employee the Board may also recommend denial of merit increase, suspension without pay, discharge, or other appropriate disciplinary action.
- b. If Wis. Stat. § 19.59 (1) has been violated, the Ethics Board may also refer the matter to the District Attorney to commence enforcement.

DATED: MARCH 21, 2023  
PASSED: MARCH 21, 2023  
PUBLISHED: MARCH 30, 2023

ORDINANCE OFFERED BY THE RULES &  
STRATEGIC PLANNING STANDING COMMITTEE  
(03 JANUARY 2023)

FOR      AGAINST

MARTY BREWER, CHAIR  
RICHLAND COUNTY BOARD OF SUPERVISORS

MARTY BREWER	X
SHAUN MURPHY-LOPEZ	X
CHAD COSGROVE	X
DANIELLE RUDERSDORF	X
INGRID GLASBRENNER	X
LINDA GENTES	X
DONALD SEEP	X
BOB FRANK	X
JULIE FLEMING	X

ATTEST:

DEREK S. KALISH  
RICHLAND COUNTY CLERK



**RESOLUTION NO. 25 - 24**

Resolution Approving Oversight Of County Tennis Courts, Soccer Field, And Walking Trails.

WHEREAS Symons Recreation Complex provides Richland County with spaces and programs for physical activity, social interaction, and promotes the overall well-being of the community, and

WHEREAS the outdoor spaces consisting of the county's tennis courts, soccer field, and walking trails are in close proximity to Symon's Recreation Complex, and

WHEREAS use of the county's tennis courts, soccer field, and walking trails enhance the overall user experience of Symon's Recreation Complex and provide additional opportunities for outdoor fitness-related activities, and

WHEREAS the recommendation has been reviewed by the Campus Reconfiguration Committee, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the oversight and associated responsibilities of the county's tennis courts, soccer field, and walking trails are assigned to the Director of the Symons Recreation Complex, and

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

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE CAMPUS  
RECONFIGURATION COMMITTEE  
(18 MARCH 2025)

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

RESOLUTION\_\_\_\_\_

FOR      AGAINST

DEREK S. KALISH  
COUNTY CLERK

STEVE CARROW  
GARY MANNING  
INGRID GLASBRENNER  
DAVID TURK  
BOB FRANK  
STEVE WILLIAMSON

DATED: MARCH 18, 2025