# 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: July 11, 2025

Please be advised that the Richland County Board of Supervisors will convene at 7:00 p.m., Tuesday, July 15, 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: <a href="https://administrator.co.richland.wi.us/minutes/county-board/">https://administrator.co.richland.wi.us/minutes/county-board/</a>

### Amended 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 June 17, 2025 Meeting
- 8. Public Comment
- 9. Appointments To Various Boards, Committees, And Commissions
- 10. Appointment Of Emergency Services Director
- 11. Appointment of Interim Emergency Management Director
- 12. Ordinance Relating To Parcel 024-2823-3000
- 13. Ordinance Relating To Parcel 024-2941-0000
- 14. Ordinance Relating To Parcel 002-1922-2000
- 15. Ordinance Relating To Parcel 030-2811-1100
- 16. Report On Petitions For Zoning Amendments Received Since The Last County Board Session
- 17. Report On Rezoning Petitions Recommended For Denial By The Natural Resources Standing Committee
- 18. Resolution Approving The Town Of Ithaca's Rezoning Of A Portion Of Parcel 016-3411-0000
- 19. Reports
  - A. County Administrator Update
  - B. Legislative Updates
- 20. Discussion & Possible Action: County Board Rules Related To Public Comment
- 21. Resolution Approving A New Pharmacy Provider For Pine Valley Community Village
- 22. Resolution Approving Changes To The Sick Leave, Vacation, And Wage Scale Sections Of The Handbook Of Personnel Policies And Work Rules Of Richland County
- 23. Resolution Approving The 2026 Capital Improvement Plan
- 24. Resolution Approving Delegation Of Authority Pursuant To Wisconsin State Statutes 48.09
- 25. Resolution Approving Implementation Of An Employee Assistance Program
- 26. Resolution Approving The Sale Of Platinum From The Campus
- 27. Approval Of Ordinance Entitled Payment With Coins Or Tainted Currency
- 28. Approval Of Ordinance Entitled Underpayments And Overpayments
- 29. Approval Of Ordinance Entitled Dishonored Checks
- 30. Resolution Approving Free Admission To Richland County Fairgrounds For The Annual County Fair
- 31. Resolution To Pay The Bills To The Richland County Snowmobile Alliance And The Hillsboro Trail Blazers From The 2024-25 Snowmobile Maintenance Grant
- 32. Correspondence
- 33. Future Agenda Items
- 34. Adjourn

#### JUNE MEETING

June 17, 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, Randy Schoonover, Sandra Kramer, Richard McKee, Larry Engel, Alayne Hendricks, Gary Manning, Mark Gill, Craig Woodhouse, David Turk, Melvin "Bob" Frank, Kerry Severson, Steve Williamson, Marc Couey, Julie Fleming, Robert Brookens, and Daniel McGuire. Supervisor(s) absent: Chad Cosgrove. Ingrid Glasbrenner arrived at 7:10 PM.

A moment of silence was observed in lieu of an Invocation.

**Pledge Of Allegiance:** County Clerk Kalish led the Pledge of Allegiance.

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

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

**Approve Minutes Of The May 20, 2025 Meeting:** Chair Turk asked if there were any amendments or changes to the minutes of the May 20, 2025 meeting. Hearing none, Chair Turk declared the minutes of the May 20, 2025 meeting approved as published.

**Public Comment**: Molly Bohn, Field Representative from Congressman Derrick Van Orden's office, provided a congressional update.

**Appointments To Various Boards, Committees, And Commissions:** Administrator Clements requested approval for the following committee appointments:

Nutrition Advisory Council: Monica Deaver, Kevin Nolen, and David Rassmussen

Aging/ADRC Advisory Committee: Diane Cox

Motion by McKee second by Couey to approve committee appointments as presented. Motion carried and committee appointments declared approved.

Ordinance To Rezone Parcels 014-2133-2000, 014-2044-1000, 014-2044-2000, And 014-2044-1100: Ordinance No. 25-09 Amendment No. 620 to the Richland County Code of Ordinances Chapter 119 relating to parcels 014-2133-2000, 014-2044-1000, 014-2044-2000, and 014-2044-1100 was read by County Clerk Kalish. Motion by McKee second by Manning that Ordinance 25-09 be adopted. Motion carried and Ordinance No. 25-09 declared adopted.

#### **ORDINANCE NO. 25 - 09**

Amendment No. 620 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcels 014-2133-2000, 014-2044-1000, 014-2044-2000, 014-2044-1100.

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 49.7 acres in lots 1 and 2 in a certified survey map in the Town of Henrietta is hereby rezoned from Agricultural/Forestry (AF) and Residential (R) to the Ag/Residential (AR) District:

The lands located in part of the Southeast Quarter of the Southeast Quarter of Section Twenty (20) and part of the Southwest quarter of the Southwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section Twenty-one (21), Township Twelve (12) North, Range One (1) East, Town of Henrietta, Richland County, Wisconsin, more particularly described as follows;

Beginning at the Southeast corner of said Section 20;

Thence South 88°30'01" West, along the South line of said Southeast Quarter of the Southeast Quarter, 1319.43 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter:

Thence North 00°19'12" West, along the West line of said Southeast Quarter of the Southeast Quarter, 1313.86 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter;

Thence North 89°00'47" East, along the North line of said Southeast Quarter of the Southeast Quarter, 1324.71 feet to the Northeast corner of said Southeast Quarter of the Southeast Quarter;

Thence North 00°04'46" West, along the West line of said Northwest Quarter of the Southwest Quarter, 466.59 feet to a point on the centerline of Richland County Trunk Highway "C";

Thence South 27°17'01" East, along said centerline, 352.11 feet;

Thence South 29°48'01" East, along said centerline, 110.84 feet to the point of curvature of a 1091.35 foot radius curve, concave to the Northeast;

Thence Southeasterly, 147.31 feet along said centerline and the arc of said curve with a central angle of 07°44'01" and a chord bearing South 33°40'02" East, 147.19 feet to a point on a westerly line of highway acquisition recorded in document number 215386;

Thence South 19°09'08" East, along said West line, 93.52 feet to a point on the Westerly right-of-way for Richland County Trunk Highway "C";

Thence South 05°03'07" West, along said right-of-way, 23.05 feet;

Thence South 44°49'03" East, along said right-of-way, 78.42 feet;

Thence South 66°13'54" East, along said right-of-way, 54.61 feet;

Thence North 76°25'40" East, 41.03 feet to a point on the center for Richland County Trunk Highway C, said point being on the arc of a 1091.35 foot radius, concave to the Northeast;

Thence Southeasterly, 101.20 feet along said centerline and the arc of said curve with a central angle of 05°18'47" and a chord bearing South 53°19'46" East, 101.16 feet;

Thence South 28°54'01" West, 1139.23 feet to the Point of Beginning.

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

DATED: JUNE 17, 2025 ORDINANCE OFFERED BY THE NATURAL PASSED: JUNE 17, 2025 RESOURCE STANDING COMMITTEE PUBLISHED: JUNE 26, 2025 (02 JUNE 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	X	
	CRAIG WOODHOUSE	X	
DEREK KALISH	ALAYNE HENDRICKS	X	
RICHLAND COUNTY CLERK			

**Ordinance To Rezone Parcel 014-3034-0000:** Ordinance No. 25-10 Amendment No. 621 to the Richland County Code of Ordinances Chapter 119 relating to parcel 014-3034-0000 was read by County Clerk Kalish. Motion by Gill second by Couey that Ordinance 25-10 be adopted. Motion carried and Ordinance No. 25-10 declared adopted.

#### **ORDINANCE NO. 25 - 10**

Amendment No. 621 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 014-3034-0000.

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 7.99 acre parcel in the Town of Henrietta is hereby rezoned from Agricultural/Forestry (AF) to the Residential (R) District:

Parcel located in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Twelve (12) North, Range One (1) East, Town Of Henrietta, Richland County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter corner of said Section 30;

Thence S89°43'19"W, 1330.92 feet along the South line of the Southeast Quarter of the Southwest Quarter of said Section 30 to the Southwest thereof;

Thence N00°55'30"W, 425.91 feet along the West line of the Southeast Quarter of the Southwest Quarter of said Section 30 to the centerline of Quarry Drive and the Point of Beginning;

Thence continuing N00°55'30"W, 897.70 feet along said West line to the Northwest corner thereof;

Thence N89°40'01"E, 689.47 feet along the North line of the Southeast Quarter of the Southwest Quarter to the centerline of Quarry Drive;

Thence along said Centerline 147.56 along a curve concave to the Northwest having a radius of 1259.00 feet and a long chord bearing S32°16'43"W, 147.48 feet;

Thence continuing along said centerline S35°38'10"W, 232.98 feet;

Thence continuing along said centerline 155.01 feet along a curve concave to the Northwest having a radius of 5009.00 feet and a long chord bearing S36°31'22"W, 155.00 feet;

Thence continuing along said centerline S37°24'33"W, 396.66 feet;

Thence S32°22'54"E, 133.50 feet;

Thence S17°25'33"W, 49.81 feet;

Thence S46°29'29"W, 54.32 feet;

Thence S72°37'26"W, 83.49 feet;

Thence N39°11'17"W, 81.28 feet;

Thence N48°54'49"W, 17.76 feet to the Point of Beginning.

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

DATED: JUNE 17, 2025 PASSED: JUNE 17, 2025 PUBLISHED: JUNE 26, 2025 ORDINANCE OFFERED BY THE NATURAL RESOURCE STANDING COMMITTEE (02 JUNE 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	X	
	CRAIG WOODHOUSE	X	
DEREK KALISH	ALAYNE HENDRICKS	X	
RICHLAND COUNTY CLERK			

**Ordinance To Rezone Parcel 012-0733-2000:** Ordinance No. 25-11 Amendment No. 622 to the Richland County Code of Ordinances Chapter 119 relating to parcel 012-0733-2000 was read by County Clerk Kalish. Motion by Couey second by Fleming that Ordinance 25-11 be adopted. Motion carried and Ordinance No. 25-11 declared adopted.

#### ORDINANCE NO. 25 – 11

Amendment No. 622 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 012-0733-2000.

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 10.2-acre parcel in the Town of Forest is hereby rezoned from Agricultural/Forestry (AF) to the Residential (R) District:

That part of the Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼) of Section 7, Township 12 North, Range 2 West, Richland County, Wisconsin, lying Westerly of the following described line:

Commencing at the Southwest corner of Said Section 7, thence East 351.47 feet and North 373.19 feet to a 1" x 24" iron pipe (also to be known as Reference Point "A"); thence South 0°13'20" East to the South line of said Section 7, the point of beginning; thence North 0°13'20" West to a 1" x 24" iron pipe (above mentioned Reference Point "A); thence North 6°21'51" West, 329.95 feet to a 1" x 24" iron pipe; thence North 00°15'46" West 524.05 feet to a 1" x 24" iron pipe; thence North 0°15'46" West to the North line of said Southwest Quarter of the Southwest Quarter (SW ¼ SW ¼ ) of Section 7 and there terminating.

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

DATED: JUNE 17, 2025 PASSED: JUNE 17, 2025 PUBLISHED: JUNE 26, 2025

#### ORDINANCE OFFERED BY THE NATURAL RESOURCE STANDING COMMITTEE (02 JUNE 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	X	
	CRAIG WOODHOUSE	X	
DEREK KALISH	ALAYNE HENDRICKS	X	
RICHLAND COUNTY CLERK			

Supervisor Glasbrenner arrives to meeting at 7:10 PM.

**Ordinance To Rezone Parcel 010-0122-3000:** Ordinance No. 25-12 Amendment No. 623 to the Richland County Code of Ordinances Chapter 119 relating to parcel 010-0122-3000 was read by County Clerk Kalish. Motion by Manning second by Hendricks that Ordinance 25-12 be adopted. Motion carried and Ordinance No. 25-12 declared adopted.

#### **ORDINANCE NO. 25 - 12**

Amendment No. 623 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 010-0122-3000.

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 13.943-acre parcel in the Town of Eagle is hereby rezoned from Agricultural/Forestry (AF) and Residential 2 (R-2) to the Ag/Residential (A/R) District:

The Lands shown hereon, being part of Lot 1, Richland County Certified Survey Map Number 679, recorded as Document Number 271176, and other unplatted lands all located in part of the fractional Northwest Quarter of the Northwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter all in Section 1, Township 9 North, Range 1 West, Town of Eagle, Richland County, Wisconsin more particularly described as follows:

Commencing at the West Quarter corner of said Section 1;

Thence North 00°22'36" West, along the West line of said Northwest Quarter, 1319.47 feet to the Northwest corner of said Southwest Quarter of the Northwest Quarter;

Thence South 89°22'45" East, along the North line of said Southwest Quarter of the Northwest Quarter, 1306.04 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter and the Point of Beginning of the lands hereinafter described;

Thence continuing South 89°22'45" East, along the North line of said Southeast Quarter of the Northwest Quarter, 200.00 feet;

Thence South 00°37'15" West, 100.00 feet;

Thence South 41°38'40" West, 146.59 feet;

Thence South 89°58'48" West, 100.00 feet to a point on the East line of said Southwest Quarter of the Northwest Quarter;

Thence South 50°58'49" West, 223.30 feet;

Thence South 03°54'44" West, 687.64 feet;

Thence South 21°41'10" East, 298.88 feet to a point on the South line of said Northwest Quarter;

Thence North 89°28'47" West, along said South line, 71.19 feet;

Thence North 21°41'23" West, 272.03 feet;

Thence North 14°47'14" West, 499.27 feet;

Thence North 34°26'13" West, 422.32 feet;

Thence North 46°51'23" East, 92.59 feet;

Thence North 23°54'57" West, 369.16 feet;

Thence North 69°43'02" East, 649.27 feet;

Thence North 88°44'27" East, 116.78 feet to a point on the East line of said fractional Northwest Quarter of the Northwest Quarter;

Thence South 00°24'12" East, along said East line, 396.81 feet to the Point of Beginning;

Description of the ingress and egress easement to be conveyed with lot 2, by other instruments:

All that part of the fractional Northwest Quarter of the Northwest Quarter of section 1, Township 9 North, Range 1 West, Town of Eagle, Richland County, Wisconsin more particularly described as follows:

Commencing at the West Quarter corner of said Section 1;

Thence North 00°22'36" West, along the West line of said Northwest Quarter, 1319.47 feet to the Northwest corner of said Southwest Quarter the Northwest Quarter;

Thence South 89°22'45" East, along the North line of said Southwest Quarter of the Northwest Quarter, 1306.04 feet to the Northeast corner of said Southwest Quarter of the Northwest Quarter;

Thence North 00°24'12" West, 235.78 feet to the point of beginning of the easement hereinafter described;

Thence North 89°49'40" West, 66.00 feet;

Thence North 00°24'12" West, 66.00 feet;

Thence South 89°49'53" East, 32.44 feet to a point on the Westerly right-of-way for Bethke Lane, said point being on the arc of a 83.00 foot radius curve concave to the Northeast;

Thence Southeasterly, 77.08 feet along said right-of-way line and the arc of said curve with a central angle of 53°12'40" and a chord bearing South 27°14'10 East, 74.34 feet to the point of beginning.

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

DATED: JUNE 17, 2025 ORDINANCE OFFERED BY THE NATURAL PASSED: JUNE 17, 2025 RESOURCE STANDING COMMITTEE PUBLISHED: JUNE 26, 2025 (02 JUNE 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	X	
	CRAIG WOODHOUSE	X	
DEREK KALISH	ALAYNE HENDRICKS	X	
RICHLAND COUNTY CLERK			

Report On Petitions For Zoning Amendments Received Since The Last County Board Session: Land Conservation and Zoning Director Cooper reported there would be 5 petitions reviewed at the next Natural Resources Standing Committee meeting.

Report On Zoning Petitions Recommended For Denial By The Natural Resources Standing Committee: Land Conservation and Zoning Director Cooper reported that were no petitions recommended for denial.

**Reports-County Administrator Update:** Administrator Clements provided updates on the following items: 2025 goals for County Administrator, Tyler implementation, CIP and 2026 budget information, ongoing wage scale maintenance, upcoming changes to various sections of the employee handbook(s), additional facility assessments by Venture, and requested Supervisors complete the MIS technology survey.

**Resolution Accepting And Approving Use Of A Public Comment Form:** Resolution No. 25-46 accepting and approving use of a Public Comment form was read by County Clerk Kalish. Motion by Manning second by Couey to approve resolution accepting and approving use of a Public Comment form. Brief discussion followed regarding the length of time a commentor is given to provide Public Comment. Motion carried and resolution declared adopted.

#### **RESOLUTION NO. 25 - 46**

Resolution Accepting And Approving Use Of A Public Comment Form.

WHEREAS the use of an approved Public Comment Form will assist in efforts to establish a process and procedure for managing public comment(s), and

WHEREAS there are numerous advantages to having an established process and procedure for managing public comment(s), and

WHEREAS the Public Comment Form will be available to the public in both electronic and paper formats, and

WHEREAS the Executive & Finance Standing Committee has carefully considered acceptance and use of the Public Comment Form, and

WHEREAS the Executive & Finance Standing Committee is now presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors accepts and approves use of the Public Comment Form, and

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

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE EXECUTIVE &		
	FINANCE STANDIN	NG COMMI	ГТЕЕ
AYES NOES	(10 JUNE 2025)		
RESOLUTION ADOPTED		FOR	AGAINST
DEREK S. KALISH	MARK GILL	X	
COUNTY CLERK	CRAIG WOODHOUSE	X	
	MARC COUEY	X	
DATED: JUNE 17, 2025	<b>GARY MANNING</b>	X	
	INGRID GLASBRENNER		
	DAVID TURK	X	
	STEVE WILLIAMSON	X	
	MELVIN FRANK	X	
	STEVE CARROW	X	

Resolution Approving An Intradepartmental Partnership Of MIS, And The Sheriff's Department Applying For And Accepting A PSAP Grant From Wisconsin Department Of Military Affairs For 2026: Resolution No. 25-47 approving an intradepartmental partnership of MIS, and the Sheriff's Department applying for and accepting a PSAP grant from Wisconsin Department of Military Affairs for 2026 was read by County Clerk Kalish. Motion by Couey second by McKee to approve resolution approving an intradepartmental partnership of MIS, and the Sheriff's Department applying for and accepting a PSAP grant from Wisconsin Department of Military Affairs for 2026. Motion carried and resolution declared adopted.

#### **RESOLUTION NO. 25 – 47**

Resolution Approving An Intradepartmental Partnership Of MIS, And The Sheriff's Department Applying For And Accepting A PSAP Grant From Wisconsin Department Of Military Affairs For 2026.

WHEREAS Clay Porter the Richland County Sheriff and John Couey the Assistant Director of Management Information Systems has advised the Public Safety Committee that we may be eligible to receive the PSAP Grant to provide additional funding for the equipment upgrades and advanced training necessary for Next Generation 9-1-1 (NG9-1-1) implementation, and

WHEREAS the Richland County Procurement Ordinance adopted November 19, 2024 requires County Board approval for any department of County government to apply for and accept a grant, and

WHEREAS the Public Safety Standing 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 MIS to apply for and accept a PSAP Grant from Wisconsin Department of Military Affairs to provide additional funding for the equipment upgrades and advanced training necessary for Next Generation 9- 1-1 (NG9-1-1) implementation, and

BE IT FURTHER RESOLVED that the grant would fund up to \$750,000 and requires a minimum local match of 10%, and

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

VOTE ON FOREGOING RESOLUTION	ON RESOLUTION	OFFERED B	Y THE E	XECUTIVE &
	FINANCE	STANDING	COMMI	TTEE
AYES NOES		(10 JUNE 2	025)	
RESOLUTION ADOPTED		F	FOR	AGAINST
DEREK S. KALISH	STEVE CARROW		X	
COUNTY CLERK	STEVE WILLIAMSON		X	
	GARY MANNING		X	
DATED: JUNE 17, 2025	MARK GILL		X	
	INGRID GLASBRENNER			
	DAVID TURK		X	
	BOB FRANK		X	
	MARC COUEY		X	
	CRAIG WOODHOUSE		X	

Approved by the Public Safety Standing Committee on June 6, 2025

Resolution Approving An Intradepartmental Partnership Of MIS, Land Information, And The Sheriff's Department Applying For And Accepting A NG911 GIS Grant From Wisconsin Department Of Military Affairs For 2026: Resolution No. 25-48 approving an intradepartmental partnership of MIS, Land Information, and the Sheriff's Department applying for and accepting a NG911 GIS grant from Wisconsin Department of Military Affairs For 2026 was read by County Clerk Kalish. Motion by Manning second by Severson to approve resolution approving an intradepartmental partnership of MIS, Land Information, and the Sheriff's Department applying for and accepting a NG911 GIS grant from Wisconsin Department of Military Affairs For 2026. Motion carried and resolution declared adopted.

#### **RESOLUTION NO. 25 – 48**

Resolution Approving An Intradepartmental Partnership Of MIS, Land Information, And The Sheriff's Department Applying For And Accepting A NG911 GIS Grant From Wisconsin Department Of Military Affairs For 2026.

WHEREAS John Couey the Assistant Director of Management Information Systems has advised the Public Safety Committee that we may be eligible to receive the NG911/GIS Grant to provide additional funding for the equipment upgrades and advanced training necessary for Next Generation 9-1-1 (NG9-1-1) implementation, and

WHEREAS the Richland County Procurement Ordinance adopted November 19, 2024 requires County Board approval for any department of County government to apply for and accept a grant, and

WHEREAS the Public Safety Standing 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 MIS to apply for and accept an NG911 GIS Grant from Wisconsin Department of Military Affairs to provide additional funding for the equipment upgrades and advanced training necessary for Next Generation 9-1-1 (NG9-1-1) implementation, and

BE IT FURTHER RESOLVED that the grant would fund up to the maximum allowable reward and requires a minimum local match of 10%, and

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

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE		
AYES NOES	(10 JUNE 2025)		
RESOLUTION ADOPTED		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	STEVE WILLIAMSON	X	
	GARY MANNING	X	
DATED: JUNE 17, 2025	MARK GILL	X	
	INGRID GLASBRENNER		
	DAVID TURK	X	
	BOB FRANK	X	
	MARC COUEY	X	
	CRAIG WOODHOUSE	X	

Approved by the Public Safety Standing Committee on June 6, 2025

**Resolution Approving A Countywide Vehicle Use Policy:** Resolution No. 25-50 approving a countywide vehicle use policy was read by County Clerk Kalish. Motion by Severson second by Couey to approve countywide vehicle use policy. Discussion followed. Motion carried with Frank opposed and the resolution was declared adopted.

#### **RESOLUTION NO. 25 - 50**

Resolution Approving A Countywide Vehicle Use Policy.

WHEREAS Richland County has many departments that utilize county vehicles, and

WHEREAS a centralized policy does not currently exist that guides appropriate use of county vehicles, and

WHEREAS a policy that guides appropriate use of county vehicles is advantageous to all departments for many different reasons, and

WHEREAS the Public Works Standing Committee has carefully reviewed and considered the proposed countywide vehicle use policy, and

WHEREAS the Public Works Standing Committee is now presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors approves the countywide vehicle use policy, and

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

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE PUBLIC WORKS STANDING COMMITTEE		
AYES NOES	(17 JUNE 20	J25)	
RESOLUTION ADOPTED		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	GARY MANNING	X	
	CHAD COSGROVE		
DATED: JUNE 17, 2025	KERRY SEVERSON	X	
	STEVE WILLIAMSON	X	
	MARC COUEY	X	
	DANIEL MCGUIRE	X	

**Resolution Accepting A Bid To Replace A Boiler In The Courthouse:** Resolution No. 25-49 accepting a bid to replace two boilers in the courthouse was read by County Clerk Kalish. Motion by Gill second by Kramer to approve resolution to accept a bid to replace two boilers in the courthouse. Discussion followed regarding clarification noting two boilers would be replaced and not repaired. Motion carried and resolution declared adopted.

#### **RESOLUTION NO. 25 - 49**

Resolution Accepting A Bid To Replace Two Boilers In The Courthouse.

WHEREAS the boilers in the courthouse are in disrepair and need to be replaced, and

WHEREAS properly functioning boilers are necessary for the basic operations of the courthouse building, and

WHEREAS the Public Works Standing Committee has carefully reviewed all bids received, and

WHEREAS the Public Works Standing Committee is now presenting this Resolution to the County Board for its consideration.

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors accepts the bid received from Precision Controls & Service in the amount of \$97,171 for the replacement of the courthouse boilers, and

BE IT FURTHER RESOLVED that the funds to purchase the boilers will come from Fund 75 and Fund 92 (if needed), and

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

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE		
	PUBLIC WORKS STA		DMMITTEE
AYES NOES	(17 JUNE	2025)	
RESOLUTION ADOPTED		FOR	<b>AGAINST</b>
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	GARY MANNING	X	
	CHAD COSGROVE		
DATED: JUNE 17, 2025	KERRY SEVERSON	X	
	STEVE WILLIAMSON	X	
	MARC COUEY	X	
	DANIEL MCGUIRE	X	
Correspondence: None.			

Future agenda items: County Board Rules relating to Public Comment.

**Adjourn**: Motion by Hendricks, second by Fleming to adjourn. Motion carried and the meeting adjourned at 7:29 PM.

STATE OF WISCONSIN )

)SS

COUNTY OF RICHLAND)

I, Derek S. Kalish, County Clerk in and for the County of Richland, do hereby certify that the foregoing is a true copy of the proceedings of the County Board of Supervisors of Richland County for the meeting held on the 17<sup>th</sup> day of June 2025.

Derek S. Kalish Richland County Clerk Note: Published minutes are unapproved until approved at next regularly scheduled County Board meeting.

Resolutions and meeting packet materials can be found by accessing the following link:

<a href="https://administrator.co.richland.wi.us/minutes/county-board/">https://administrator.co.richland.wi.us/minutes/county-board/</a>



Amendment No. 624 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 024-2823-3000.

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 6.23-acre parcel in the Town of Richwood is hereby rezoned from Agricultural/Forestry (AF) to the Agricultural/Residential (AR) District:

The lands shown herein, being located in part of the Southwest Quarter of the Northwest Quarter of Section 28, Township 9 North, Range 2 West, Township of Richwood, Richland County, Wisconsin described as follows:

Beginning at the West Quarter corner of said Section 28;

Thence North 00°24'16" West, along the West line of said Northwest Quarter, 467.00 feet;

Thence South 89°38'14" East, 467.00 feet;

Thence South 00°24'16" East, 187.52 feet; Thence South 41°39'32" East, 29.32 feet;

Thence North 89°37'38" East, 187.96 feet;

Thence South 00°04'29" East, 260.09 feet to a point on the South line of said Northwest Quarter;

Thence North 89°38'14" West, along said South line, 672.81 feet to the Point of Beginning.

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

DATED: JULY 15, 2025 PASSED: JULY 15, 2025 PUBLISHED: JULY 24, 2025 ORDINANCE OFFERED BY THE NATURAL RESOURCES STANDING COMMITTEE (30 JUNE 2025)

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

Amendment No. 625 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 024-2941-0000.

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 2.3633-acre parcel in the Town of Richwood is hereby rezoned from Agricultural/Forestry (AF) to the Residential (R) District:

The lands shown hereon, being located in part of the Northeast quarter of the Southeast Quarter of Section 29, Township 9 North, Range 2 West, Town of Richwood, Richland County, Wisconsin more particularly described as follows:

Commencing at the East Quarter corner of said Section 29;

Thence South 00°27'04" East, along the East line of said Southeast Quarter, 596.00 feet to the Point of Beginning of the lands hereinafter described:

Thence South 00°27'04" East, along said East line, 472.23 feet;

Thence North 89°29'26" West, 115.08 feet; Thence North 32°53'27" West, 232.32 feet;

Thence North 00°04'13" East, 316.58 feet;

Thence South 66°58'48" East, 84.68 feet;

Thence South 87°21'14" East, 159.36 feet to the Point of Beginning.

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

DATED: JULY 15, 2025 PASSED: JULY 15, 2025 PUBLISHED: JULY 24, 2025 ORDINANCE OFFERED BY THE NATURAL RESOURCES STANDING COMMITTEE (30 JUNE 2025)

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

Amendment No. 626 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 002-1922-2000.

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 6.9 acre parcel in the Town of Dayton is hereby rezoned from Agricultural/Forestry (AF) to the Agricultural/Residential (AR) District:

Commencing at ¾ inch diameter reinforcing bar at the Northwest corner of Section 19, Township 10 North, Range 2 West, Richland County, Wisconsin;

thence South 1299.45 feet;

thence East 238.31 feet to a point in the centerline of a town road and the point of beginning;

thence North 10° 07' 22" West, 361.17 feet to a point in said centerline;

thence North 4° 15' 58" West, 96.34 feet to a point in said centerline;

thence North 6° 02' 49" East, 106.28 feet to a point in said centerline;

thence North 22° 31' 23" East, 148.09 feet to a point in the centerline of Wisconsin State Trunk Highway "171";

thence South 50° 51' 01" East, 337.84 feet to a point in said centerline;

thence South 46° 25' 36" East, 631.07 feet to a point in said centerline;

thence South 31° 33' 43" West, 53.78 feet to a ¾ inch diameter reinforcing bar in an existing fenceline;

thence West 688.32 feet to a point of beginning.

The above described parcel of land being located in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 19, Township 10 North, Range 2 West, Richland County, Wisconsin.

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

DATED: JULY 15, 2025 ORDINANCE OFFERED BY THE NATURAL PASSED: JULY 15, 2025 RESOURCES STANDING COMMITTEE PUBLISHED: JULY 24, 2025 (30 JUNE 2025)

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

Amendment No. 627 To Richland County Code of Ordinance Chapter 119- Zoning Relating To Parcel 030-2811-1100.

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 0.6 acre parcel in the Town of Westford is hereby rezoned from Residential 1 (R-1) to the Agricultural/Forestry (AF) District:

Beginning at an existing 2 inch diameter iron pipe at the northwest corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 28, T12N, R2E, Richland County, Wisconsin;

thence North 87° 29' 12" East, 123.75 feet along the North line of said Section 28;

thence South, 123.75 feet to a ¾ inch diameter reinforcing bar;

thence South 87° 29' 12" West, 123.75 feet to a ¾ inch diameter reinforcing bar;

thence South 8.25 feet to a ¾ inch diameter reinforcing bar;

thence South 87° 29' 12" West, 82.50 feet to a ¾ inch diameter reinforcing bar;

thence North 132.00 feet to a point on the North line of said Section 28;

thence North 87° 29' 12" East, 82.50 feet along said north line to the point of beginning.

The above described parcel of land being located partly in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and partly in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), all in Section 28, T12N, R2E, Richland County, Wisconsin.

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

DATED: JULY 15, 2025 ORDINANCE OFFERED BY THE NATURAL PASSED: JULY 15, 2025 RESOURCES STANDING COMMITTEE PUBLISHED: JULY 24, 2025 (30 JUNE 2025)

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

#### **RESOLUTION NO. 25 - 51**

Resolution Approving The Town Of Ithaca's Rezoning Of A Portion Of Parcel 016-3411-0000.

WHEREAS the usual way that zoning is accomplished in the unincorporated areas of counties in Wisconsin is for the county to adopt county-wide zoning and for the town boards that wish to do so elect to be covered by that zoning, but there is an alternate, seldom-used method whereby towns, with the permission of the county board, can adopt their own zoning ordinances, and

WHEREAS the Town of Ithaca is one of two towns in Richland County that has elected to have town zoning and Wisconsin Statutes, section 60.62(3) provides that the County Board must not only approve the Town's initial zoning ordinance and zoning maps but the County Board must also approve any rezonings before they become effective, and

WHEREAS representatives of the Town of Ithaca met recently with the Zoning and Land Information Committee and requested that the County Board approve the Town's rezoning of a portion of parcel 016-3411-0000 from the Farmland Preservation District to the Ag/Residential Zoning District in the Town of Ithaca's Zoning Ordinance and the Zoning Land Information Committee has carefully consider this matter and is now recommending that the County Board approve this rezoning.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors in accordance with Wisconsin Statutes, section 60.62(3), that approval is hereby granted for rezoning the following-described 10.9 acre parcel from the Farmland Preservation District to the Ag/Residential Zoning District in accordance with the Town of Ithaca's Zoning Ordinance:

A parcel of land being part of the NE and SE ¼'s of the NE ¼ of Section 34, Town 10 North, Range 2 East, Town of Ithaca, Richland County, Wisconsin, to wit:

Commencing at the N ¼ corner of said Section 34; thence S 89°50'15" E, 2015.28' along the north line of the NE 1/4; thence S 0°00'00" E, 1153.97' to the POINT OF BEGINNING; thence S 63°23'54" E, 119.25'; thence S 5°44'54" W, 110.49'; thence N 85°48'42" W, 299.30'; thence S 16°14'24" W, 757.72'; thence N 88°57'20" W, 337.17'; thence N 0°20'20" W, 463.22'; along the centerline of Munz Road; thence N 0°33'18" W, 445.75'; along the centerline of Munz Road: thence S 86°24'41" E, 766.86' to the POINT OF BEGINNING; containing 10.698 acres, more or less. Parcel is subject to a public right of way for Munz Road.

Parcel is subject to any easements of record and/or usage.

BE IT FURTHER RESOLVED that the Director of Land Conservation and Zoning shall send a copy of this resolution to the known Clerk of the Town of Ithaca.

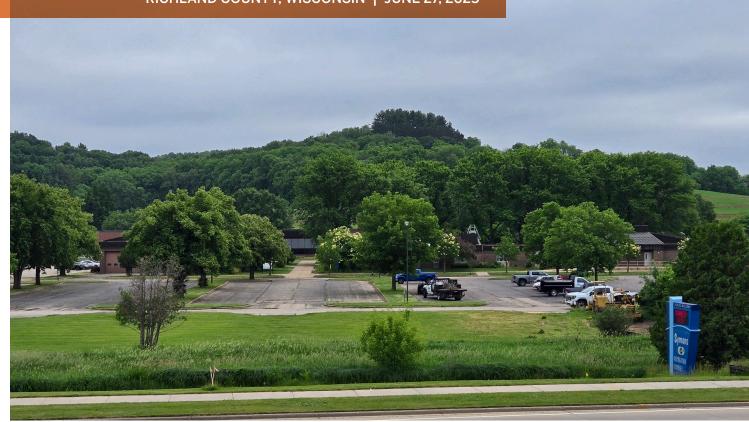
BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE NATURA RESOURCES STANDING COMMITTEE		· -
AYES NOES	(30 JUNE 2025)		
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	JULIE FLEMING		
	MARK GILL	X	
	ROBERT BROOKENS	X	
DATED: JULY 15, 2025	ALAYNE HENDRICKS		
	RICHARD MCKEE	X	
	CRAIG WOODHOUSE		

PROPOSAL FOR PROFESSIONAL SERVICES

# UW-Platteville Richland Redevelopment Project

RICHLAND COUNTY, WISCONSIN | JUNE 27, 2025





Building a Better World for All of Us

Tricia Clements, County Administrator 181 West Seminary Street Richland Center, WI 53581



#### **RE: UW-Platteville Richland Redevelopment Project**

Dear Members of the Selection Committee,

Richland County's plans for the revisioning and redevelopment of the UW-Platteville Richland campus represent an exciting, once-in-a-lifetime project for this community. This project, which will set the stage for meaningful transformation, is indicative of your commitment to thoughtful, community-centered development, and it presents a unique opportunity to reimagine a site with deep local roots.

As a community development team, this is exactly the kind of project we live for, and we would be honored to support Richland County in bringing it to life. Achieving success in this effort will require a consultant team with a strong track record in strategic redevelopment, deep market insight, and a forward-thinking approach to stakeholder engagement. That's why Short Elliott Hendrickson Inc. (SEH®), in partnership with Place Dynamics, is ready to step into this role – bringing a unique blend of experience, innovation, and commitment that will add meaningful value to the project.

As your partner, we offer the following advantages:

- A phased, menu-based planning process that allows the County to make informed decisions at every step.
- Deep experience and knowledge in funding strategy and market positioning to reduce risk and enhance feasibility.
- End-to-end support for developer engagement, from crafting RFPs to negotiating agreements that protect public interests.

We look forward to the opportunity to partner with you on this important work and are excited to help shape the next chapter for this unique and valued community asset.

Respectfully submitted,

NATE DAY AICP, NCI PROJECT MANAGER

RON CHAMBERLAIN
CLIENT SERVICE MANAGER



### **CONTENTS**

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PROJECT TEAM	7
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COST AND SCHEDULE	16

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

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RICHC 185735



As an employee-owned collective of planners, engineers, architects, and scientists, **SEH partners with** clients across the nation to tackle diverse infrastructure challenges and pave the way toward a sustainable future. Our 900+ dedicated employee-owners are united by a shared vision to create positive, lasting change. Together, we are committed to Building a Better World for All of Us<sup>®</sup>.

The former UW-Platteville Richland campus possesses considerable potential for Richland County. The SEH team is uniquely positioned to guide the transformation of this site with a strategic, data-driven, and community-informed approach.

# STRATEGIC, PHASED PLANNING ROOTED IN LOCAL CONTEXT

Our process commences with comprehensive due diligence, including market analysis, site assessment, and stakeholder interviews, to make sure that redevelopment scenarios are based on market realities and community needs. This phased approach will allow the County to make informed decisions at each step, from understanding development potential to engaging with qualified partners.

#### MARKET-DRIVEN INSIGHTS AND FUNDING STRATEGY

SEH and our partner Place Dynamics bring deep experience with market positioning and funding strategy. We will assess local and regional demand, identify highest and best uses for the site, and align redevelopment options with available funding sources such as Tax increment financing (TIF), LIHTC, and state/federal grants. Our goal is to reduce risk and enhance feasibility from the outset.

# DEVELOPER ENGAGEMENT AND AGREEMENT STRUCTURING

We support the full life cycle of public-private development – from crafting RFPs/RFQs that reflect the County's vision to evaluating proposals and negotiating agreements. Our team makes sure that selected partners are aligned with community goals and that agreements are structured to protect the County's interests while enabling successful execution.

#### INTEGRATED PLANNING AND COMMUNICATION

Whether the future of the site involves adaptive reuse, new development, or preservation of key assets, SEH offers integrated support that evolves with the County's goals. Our team provides technical knowledge, strategic guidance, and clear communication throughout each phase. We help ensure that every step – from early analysis to developer engagement – is aligned with community priorities and positioned for long-term success.

We are committed to helping Richland County unlock the full potential of this unique site through a process that is flexible, transparent, and focused on long-term value.

# SHORT ELLIOTT HENDRICKSON INC.

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AN IMPRESSIVE

80%



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### **ABOUT SEH**

#### **BUILDING BETTER COMMUNITIES**

For more than three decades, SEH has worked with municipalities, counties, and towns to develop and implement master plans, comprehensive plans, sub area plans, redevelopment frameworks, design guidelines, and more. Assisting communities of all sizes, we work in partnership with elected and appointed officials, businesses, and citizens to explore opportunities for renewing existing assets, creating new development, and planning for the future.

We take our craft beyond aesthetics by integrating art and science to improve the socioeconomic, environmental, and physical character of your communities. Our work is built on the sustainable principles of smart growth and ecological urbanism.

We combine tried-and-true strategies with innovative approaches to help link each community's new developments with the best characteristics of its built heritage. Highly collaborative, we believe in a participatory process where consultants team with clients and community members. Our goal: create places of lasting beauty and value that transform the landscape and benefit your communities and the people within them.



From School Site to Sustainable Subdivision

**BROOKFIELD LINFIELD CROSSING** 



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#### **MULTIDISCIPLINARY TEAM**

At SEH, we provide a multidisciplinary planning approach to help communities make decisions about shaping their future. Our practice is comprised of community development specialists, landscape architects, urban planners, and engineers licensed in six states throughout the upper Midwest. Our work has been recognized nationally with numerous awards from the American Society of Landscape Architects, American Planning Association, and American Council of Engineering Companies.

Our in-house planning and urban designers are also experienced facilitators trained in the NCI Charrette System<sup>TM</sup>. This helps us bring diverse stakeholders with divergent opinions together to find areas of mutual understanding and address community needs.

#### YOUR PARTNER IN REDEVELOPMENT

SEH has decades of experience supporting communities through successful redevelopment initiatives. We specialize in partnering with local governments and municipalities to deliver strategic, community-driven solutions that address infrastructure, land use, and long-term economic goals. Our team has helped clients across the Midwest and beyond with site development, building reuse, and the creation of master plans, sub-area plans, and redevelopment frameworks.

We understand that successful redevelopment requires more than technical knowledge – it demands collaboration, creativity, and a deep understanding of community priorities. SEH's planners, engineers, architects, and scientists work together to make sure every project is physically, politically, and financially feasible. Our experience in brownfield redevelopment, community resilience, and public-private coordination allows us to guide projects from vision to implementation – creating vibrant, sustainable spaces that serve generations to come.

## **SUBCONSULTANT**

#### **PLACE DYNAMICS**

Place Dynamics was founded in 2005 to bring places to life through insight and strategy. Recognizing that too many plans failed due to poor understanding of market conditions, they set out to change that. Today, they are a trusted source for economic and market research, supporting economic development, land use planning, and real estate projects across more than half the U.S. and parts of Canada. Their strength lies in turning solid data into actionable strategies that address real-world opportunities and challenges.

# Project Understanding and Approach

**SEH understands that successful redevelopment requires more than a vision – it demands a strategic, collaborative, and results-driven approach.** We work closely with communities to identify redevelopment opportunities, remove barriers to progress, and align resources to support long-term revitalization. Our focus is on delivering actionable outcomes that reflect local priorities and create lasting value. Our understanding of this process and approach to supporting your development needs is outlined below and on the pages to follow.

### PROJECT UNDERSTANDING

The former UW-Platteville Richland campus presents a rare opportunity to repurpose a substantial, publicly owned property with significant existing infrastructure and community value. As a decommissioned higher education site, it is uniquely positioned for redevelopment that can meet pressing local needs –whether for housing, economic development, recreation, or public services.

The site's rural setting, institutional character, and past public use mean redevelopment must be approached with care – balancing market realities, community vision, and long-term financial sustainability. While several buildings and site improvements remain in place, challenges such as environmental constraints, building reuse potential, and compatibility with zoning and land use policy must be addressed.

Our approach begins with foundational due diligence and local stakeholder input, helping to ensure that redevelopment scenarios are both grounded in market data and reflective of community needs. The goal is to position the site for a successful transition to its next chapter – through a process that is strategic, phased, and developer-friendly, while maximizing long-term value for Richland County and its residents.

SEH has decades of experience supporting communities through successful redevelopment initiatives by delivering strategic solutions that support infrastructure, land use, and long-term economic development.

# PROPOSED SCOPE OF SERVICES AND PROJECT APPROACH

# PHASE 1: DUE DILIGENCE AND MARKET POSITIONING

#### **1** MARKET ANALYSIS

#### Scope

 Conduct a targeted market analysis to understand the potential uses of the site based on local and regional demand, demographic trends, real estate absorption rates, and economic drivers

#### **Deliverable**

 Market Analysis Report summarizing development potential, highest and best uses, and market alignment

### 2 EXISTING CONDITIONS/SITE ANALYSIS

#### Scope

- Conduct a physical site assessment to identify environmental constraints, including floodplain boundaries, topography, access, and infrastructure availability
- Review current zoning and entitlements to assess development readiness, identifying limitations and opportunities
- Any conversations with the City regarding the project that are initiated during this process will be referred to the County

#### **Deliverable**

 Site Conditions Report that highlights key development considerations and can be used to inform developer interest and support property marketing efforts

#### 3 STAKEHOLDER COORDINATION/ DEVELOPER INTERVIEWS

#### Scope

 Interview local and regional developers, economic development professionals, nonprofit housing providers (e.g., Habitat for Humanity), and community development stakeholders to gauge interest, understand local development challenges, and validate market findings

#### **Deliverable**

 Stakeholder Interview Summary capturing insights, development preferences, and perceived obstacles or incentives

# PHASE 2: OPPORTUNITY REFINEMENT AND SITE MARKETING

4 PUBLIC ENGAGEMENT (OPTIONAL)

#### Scope (if selected)

 Design and facilitate one or more public input sessions (open house, online survey, or workshop) to gather community perspectives on preferred development outcomes

### 5 SITE CONCEPT PLAN (OPTIONAL)

#### Scope (if selected)

 Based on findings from Phases 1 and 2, prepare a conceptual site layout plan showing proposed land uses, access, infrastructure needs, and general design intent

### **6** ADVOCACY POSITION PAPER

#### Scope

 Prepare an advocacy position paper to outline site redevelopment opportunities and benefits for community members and elected officials, outlining the importance of this project to the community

### **7** FUNDING PROGRAM REVIEW

#### Scope

- Identify potential funding sources to support site development or reduce project risk for developers; these may include:
  - State and federal grants (housing, brownfields, infrastructure)
  - Tax Increment Financing (TIF)
  - Low Income Housing Tax Credits (LIHTC), New Market Tax Credits, etc.
  - In addition to the specifically identified funding sources above, we will identify any others that become apparent during the project

#### **Deliverable**

 Funding Options Memo summarizing key programs, eligibility criteria, and alignment with site conditions and development goals

## **KEY STRENGTHS**

# BUILDING STRONGER COMMUNITIES THROUGH STRATEGIC PARTNERSHIPS

SEH's planners, engineers, architects, and scientists work together to make sure every project is physically, politically, and financially feasible. Our experience in redevelopment, community resilience, and public-private coordination allows us to guide projects from vision to implementation – creating vibrant, sustainable spaces that serve generations to come.

We bring a collaborative, results-driven approach to every engagement:



#### **COMMUNITY REVITALIZATION**

Proven success guiding redevelopment projects that align with local goals and generate long-term economic, social, and cultural value for the community.



#### **DATA-DRIVEN PLANNING**

We use market insights, stakeholder input, and funding analysis to shape actionable strategies and **help you make informed decisions.** 



#### STAKEHOLDER ENGAGEMENT

Experienced in facilitating inclusive conversations, we make sure all voices are heard, increasing stronger support from your community and reducing potential costly delays.



# ATTRACTING DEVELOPMENT PARTNERS

Clear, compelling materials that attract qualified development partners and **drive** interest that will bring your project to life.



#### **CREATIVE FUNDING SOLUTIONS**

Experience in leveraging tools like LIHTC, NMTC, and local incentives to **make the UW-Platteville Richland redevelopment project financially feasible.** 



#### **END-TO-END SUPPORT**

From visioning to developer negotiations, we're with you every step of the way.

### **8** SITE MARKETING STRATEGY

#### Scope

- Develop a tailored marketing strategy to solicit developer interest; options include:
  - Creating a Request for Proposals (RFP) or Request for Qualifications (RFQ) to attract experienced development teams
  - Drafting and distributing a site flyer and/or online listing to market the site for sale

#### **Deliverables**

- o RFP/RFQ package or marketing flyer
- o Distribution plan and list of targeted recipients

# PHASE 3: DEVELOPMENT PARTNERSHIP SUPPORT

#### 9 DEVELOPER AGREEMENTS NEGOTIATION SUPPORT

#### Scope

- Evaluate development proposals, including timing, construction phasing, and projected assessed valuation
- Review submitted developer pro formas for financial feasibility and public benefit alignment
- Draft a Developer Agreement that outlines performance expectations, public contributions (if any), timelines, and enforcement provisions

#### **Deliverables**

- Developer Proposal Evaluation Memos
- o Developer Agreement draft

# PROJECT MANAGEMENT AND COMMUNICATION

Throughout the project, SEH will:

- o Provide regular status updates to the client
- o Coordinate with legal or financial advisors as needed
- Maintain a clear, phased work plan with documented decision points before advancing to the next phase

# 平

# **UNLOCKING OPPORTUNITIES**

Redeveloping sites often brings risk and uncertainty, but grants and loans are available to help turn ideas into reality. Each grant program has its own eligibility criteria and schedule, so it's essential to match a project's outcomes with grant requirements. Sometimes a loan may be necessary for grant money to take effect. Tax increment financing (TIF), which allows the community to utilize increased tax revenues to strategically support the development project, may be another way to fund redevelopment.

#### **HOW THIS BENEFITS YOU**

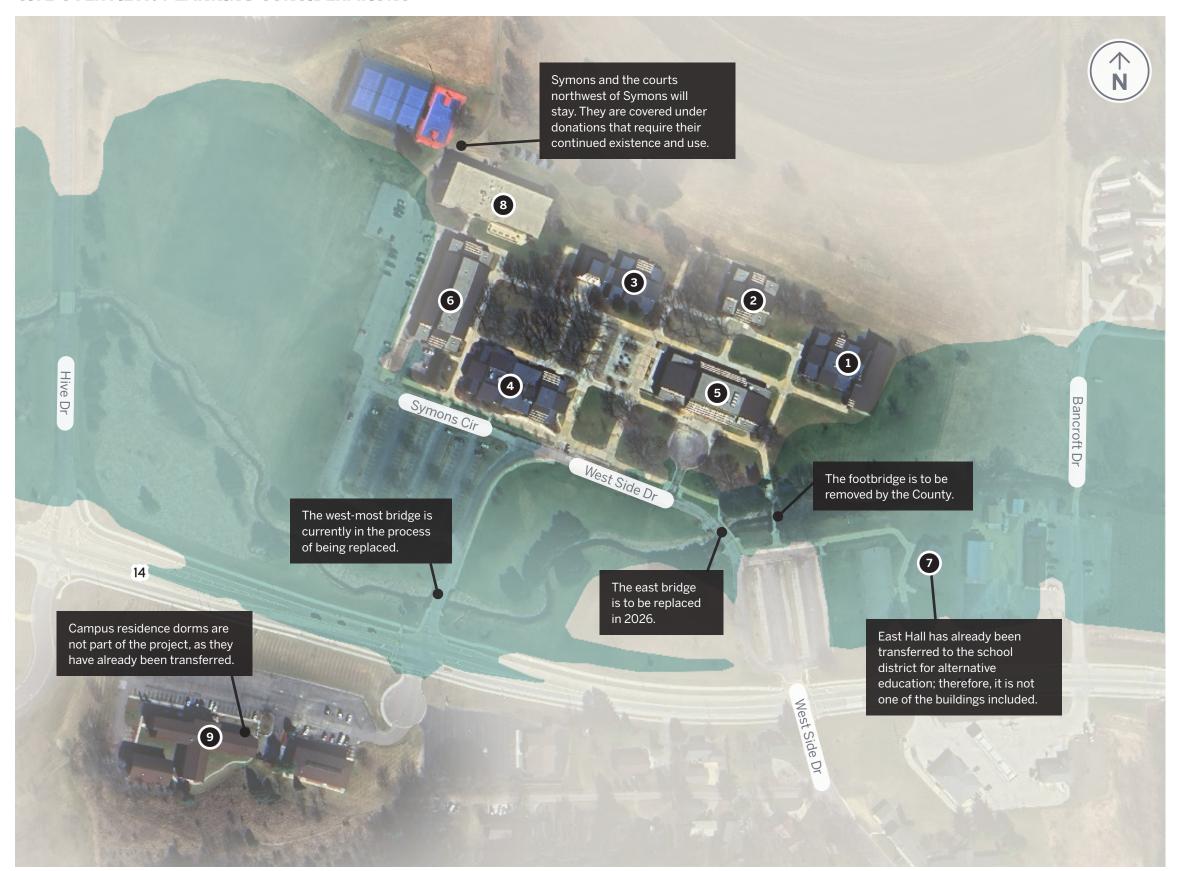
These funding tools can significantly reduce upfront costs, improve project feasibility, and attract private investment – making redevelopment more achievable and sustainable.

We guide clients through the entire funding landscape – from identifying the right programs to aligning project goals with funding criteria to preparing competitive grant applications.



campus into a sustainable public asset.

# SITE OVERVIEW/PLANNING CONSIDERATIONS



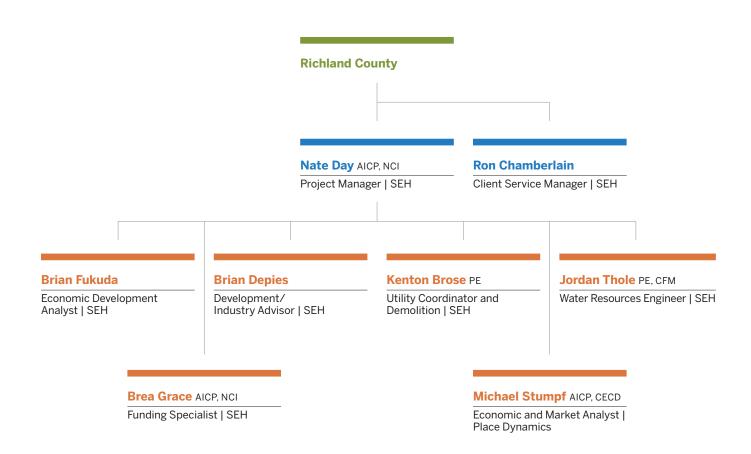
- 1 Science Hall
- 2 Classroom Building
- 3 Miller Memorial Library
- 4 Melvill Hall
- **5** Wallace Student Center (Coppertop Theatre, Bookstore, and Roadrunner Cafe)
- 6 Roadrunner Gymnasium
- East Hall (UW-Platteville Richland and UW Extension)
- 8 Symons Recreation Complex and swimming pool
- 9 Campus View residence halls



\*Floodplains from FEMA Flood Map Service Center



**SEH offers a multidisciplinary team with deep experience in redevelopment planning, infrastructure design, and community engagement.** Each team member is committed to delivering practical, community-focused solutions that align with your vision and goals. In this section, we have included the experience and qualifications of the team members selected to deliver this project.



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.



Nate will lead the project team and serve as the

main point of contact throughout the process.



# YEARS OF EXPERIENCE

#### **EDUCATION**

Master of Science Urban Planning University of Wisconsin-Milwaukee

Bachelor of Arts Communications University of Wisconsin-Milwaukee



#### **REGISTRATIONS/CERTIFICATIONS**

Certified Planner, American Institute of Certified Planners

NCI Charrette Management and Facilitation Certificate, National Charrette Institute



#### **PROFESSIONAL ASSOCIATIONS**

American Planning Association



# **Economic Development and Business Engagement Consulting – Madison, WI**

The City of Madison hired SEH to serve as an economic development and business engagement consultant for two simultaneous planning processes: one for the Greater East Towne Area and one for the Odana Area. The City views these areas as having tremendous potential for change. The plans are intended to create a framework for new growth and redevelopment in alignment with the City's Comprehensive Plan and Bus Rapid Transit (BRT) project.

## NATE DAY AICP, NCI PROJECT MANAGER

Nate is an experienced planner specializing in land use, transportation, and environmental planning. Over his career, Nate has successfully delivered comprehensive plans, land use studies, bike and pedestrian recommendations, recreation plans, project environmental documentation, and transportation plans. His significant public engagement experience helps to ensure effective community participation is achieved on all projects he is involved in. He also brings extensive experience identifying and leveraging funding sources to assist communities with obtaining financial assistance for projects.

#### **EXPERIENCE**

- o Menasha Downtown Vision Plan Menasha, WI
- Kilkenny Farms General Development Planning Waunakee. WI
- o Community Revitalization Plan Suring, WI
- o Downtown Revitalization Plan Clintonville, WI
- Downtown Market Analysis and Strategy Sherwood, WI
- o Tax Increment Finance District Planning Rice Lake, WI
- o Private Development Reviews Delafield, WI
- Great River Landing Master Plan And Riverfront Trail Onalaska, WI
- Milwaukee Shoreline and Veteran's Park Master Plan Milwaukee, WI
- o Comprehensive Plan Update Stevens Point, WI
- o EPA Brownfield SAG Application Ashland, WI
- City of Austin/Mower County Comprehensive Planning (Austin Community Charitable Fund) – Austin and Mower County, MN
- Town of Burns Harbor Marquette Greenway Trail (Town of Burns Harbor Redevelopment Commission) – Burns Harbor, IN
- o Bike and Pedestrian Plan Ladysmith, WI
- Downtown Master Plan and Comprehensive Plan Update – Appleton, WI



Brian will lead economic development analysis

#### for this project.





#### **EDUCATION**

Master of Science
Business – Real Estate and Urban Economics
University of Wisconsin-Madison

Bachelor of Science Consumer Science University of Wisconsin-Madison



#### **REGISTRATIONS/CERTIFICATIONS**

Certificate, Economic Development Finance

Certificate, Non-Profit Leadership



### La Crosse County Campus Redevelopment – La Crosse, WI\*

Brian coordinated the effort to reimagine and redevelop La Crosse County's downtown campus, including the purchase of an existing private office building, which allowed for the sale of the former administrative center and an entire block of surface parking for private redevelopment. This project started with a market analysis, a community steering committee, and public visioning, and it resulted in a net gain in tax base of over \$50M which allowed the City to use TIF revenues to address downtown parking challenges. In turn, the project addressed housing needs, added high-end commercial space, and changed the face of the north end of the downtown district.

### **BRIAN FUKUDA**

#### **ECONOMIC DEVELOPMENT ANALYST**

Brian is a dedicated professional with a passion for community impact. He has extensive experience in managing economic development projects and programs, including county revolving loan funds. He has been successful with promoting P5 collaboration (public, private, non-profit, philanthropic, people partnerships) by developing and maintaining relationships with key community partners. He has guided numerous development projects through zoning and permitting processes. Brian has also managed the development of a business park and the related TIF district.

Brian has a strong commitment to community involvement. He has been actively involved in various community projects and non-profit boards, including work with the Boys & Girls Club.

#### **EXPERIENCE**

- Led funding, implementation, and development of a \$15M "Workforce Readiness Center" for the Boys & Girls Clubs of Greater La Crosse, along with related programming\*
- Led coordination with a local manufacturer, the City of La Crosse, La Crosse County, and WEDC on a \$7.5M, 47,000 sq. ft. facility expansion project within the City's industrial park; Brian facilitated a La Crosse County Innovation and Diversification Grant for the project \*
- Led multi-jurisdictional efforts to attract businesses to and expand the Lakeview Business Park in West Salem, including the related TIF District, numerous state and federal grants, and development agreements with businesses\*
- Administered the La Crosse County Revolving Loan
   Fund for Economic Development, including three funds
   with various federal, state, and local funding sources\*
- Served as Joint Review Board member representing La Crosse County for several TIF districts, including districts in Holmen, Onalaska, Rockland, and West Salem\*
- Founded a non-profit organization, called La Crosse Promise, to incentivize neighborhood reinvestment utilizing a promise of higher educational scholarships for families\*

\*Prior to joining SEH

#### **RON CHAMBERLAIN**

CLIENT SERVICE MANAGER | SEH

Ron will serve as a client liaison for the County throughout the process. Ron joined SEH after a long and varied career serving first in the military and then in a number of different roles in the public sector. Most recently, he served as Department Head for La Crosse County's Highway Department. In that role, he was responsible for developing and managing a \$10.5 million operating budget, developing and implementing the County's Capital Plan, and regularly planned and oversaw engineering and construction projects. Ron brings all of that experience and the many insights he has gained over his career to your project.

#### **EXPERIENCE**

- La Crosse County Highway Commissioner La Crosse County, WI\*
   In this role, Ron was responsible for developing and managing a \$10.5 million operating budget, developing and implementing the County's Capital Plan, and planning and overseeing engineering and construction projects. He also had responsibility for the fleet management, budgeting, and evaluation for a fleet with more than 300 units.
- Adams County Highway Commissioner Adams County, WI\*
   Ron was responsible for developing and managing a \$7.5 million operating budget, developing and implementing the County's Capital Plan, and planning and overseeing engineering and construction projects. He also had responsibility for the fleet management, budgeting, and evaluation for a fleet with more than 200 units in it.



36
YEARS OF EXPERIENCE



#### **EDUCATION**

Machinist Mate "A" School NTC Great Lakes. IL

Naval Nuclear Power School-NTC Orlando, FL

Nuclear Power Prototype-NTC Balston Spa, NY

Safety Inspection of In-Service Bridges

National Highway Institute WisDOT

\*Prior to joining SEH

### **KENTON BROSE PE**

UTILITY COORDINATOR AND DEMOLITION | SEH

Kenton will help coordinate any utility planning and design needs, as well as demolition if needed. Kenton is a project engineer with experience overseeing design for public and private projects. He has successfully coordinated with agencies including Wisconsin Department of Natural Resources (WDNR), Wisconsin Department of Transportation (WisDOT), U.S. Army Corps of Engineers (USACE), Regional Plan Districts and Utility Districts as well as county and local municipalities. Kenton has developed construction documents for commercial, industrial, and industrial land development projects including grading, erosion control, and utility design. He has also developed Stormwater Management Plans and Traffic Impact Analysis Reports. Kenton is proficient in HydroCAD, WinSLAMM, AutoCAD Civil 3D, and Recarga.

#### **EXPERIENCE**

- o King Street Final Design La Crosse, WI
- o Main Street Reconstruction Rice Lake, WI
- o Caleb's Creek Kernersville, NC
- Grandview Commons Madison, WI\*
- Vista West Senior Living Community Madison, WI\*



16
YEARS OF



#### **EDUCATION**

Bachelor of Science Civil Engineering University of Wisconsin-Madison



#### **REGISTRATIONS/CERTIFICATIONS**

Professional Engineer in WI

\*Prior to joining SEH

### **BRIAN DEPIES**

#### DEVELOPMENT/INDUSTRY ADVISOR | SEH

Brian will leverage his experience in both the public and private sector to align municipal planning with redevelopment initiatives. Brian is a project development manager with extensive experience in land use planning, development entitlements, and approvals. Having broad-ranging experience with both public and private sectors, Brian offers clients a wide range of knowledge and skills, starting from initial conceptual discussions, all the way through to project completion. Brian's ability to think outside the box and continue to work towards a win-win outcome is an asset to drive economic development in a community. He is an active Wisconsin Builders Association Board Member and works with communities on achieving affordable-attainable housing. Brian focuses on how to achieve project successes through understanding the client's needs and collaborating with stakeholders to make sure the project comes to fruition.



32
YEARS OF EXPERIENCE



#### **EDUCATION**

Bachelor of Science Geography University of Wisconsin-Whitewater



#### **REGISTRATIONS/CERTIFICATIONS**

Certified Soil Tester (CST)

#### **EXPERIENCE**

- Oaks of Jackson Next Generation Housing Jackson, WI
- o Vista Run Development (Neumann Companies Inc) Sussex, WI
- Mammoth Springs Redevelopment Sussex, WI
- o The Crossroads TIF Engagement Saukville, WI
- Hickory Hill Mitigation Bank (Wisconsin Department of Natural Resources) Sussex, WI
- Heritage Park North Subdivision Development Manager Germantown, WI

### JORDAN THOLE PE, CFM WATER RESOURCES ENGINEER | SEH

Jordan will lead floodplain planning and design for this effort. Jordan is a project engineer with experience in municipal and industrial wastewater and water resource projects. He has developed numerous stormwater management plans, sanitary comprehensive plans, and flood protection studies. As a former WDNR floodplain and dam safety engineer, Jordan has experience coordinating with the Federal Energy Regulatory Commission to inspect and regulate hydroelectric dams. He was also a technical resource for zoning administrators for Federal Emergency Management Administration's (FEMA) letter of map change process, reviewed owner responsible dam inspections issuing concurrence letters based on findings, and assisted and lead NR 31.19, WDNR required inspections of high hazard dams. Jordan is proficient in AutoCAD Civil 3D, Excel, ArcGIS, HydroCAD, Flowmaster, SewerCAD, WaterCAD, StormCAD, HEC-HMS, HEC-RAS, SRH-2D,SSA, InfoSWMM, and XPSWMM.

#### **EXPERIENCE**

- o River Point District Ph. III La Crosse, WI
- o Flood Hazard Mitigation Plan La Crosse, WI
- Master Campus Redevelopment (Interlachen Country Club) Edina, MN
- Veterans Memorial Greenway (Dakota County) Eagan and Inver Grove Heights, MN



13
YEARS OF EXPERIENCE



#### **EDUCATION**

Bachelor of Science Environmental Engineering University of Wisconsin-Platteville



#### **REGISTRATIONS/CERTIFICATIONS**

Professional Engineer in WI, AZ, CO, IA, ID, MI, MN, MT, NM, NV, OR, and SD

Certified Floodplain Manager (CFM), Association of State Floodplain Managers, Inc

# BREA GRACE AICP, NCI FUNDING SPECIALIST | SEH

**Brea will provide funding support for this effort.** Brea is an experienced urban planner, having worked in both the public and private sectors. This work has involved issues surrounding land use, economic development, the environment, and transportation, as well as engaging the public in decisions about their communities. She also has experience identifying and successfully applying for funding from a variety of sources.

#### **EXPERIENCE**

- o TID #9 Amendment and TID #10 Creation Sparta, WI
- o Creation of TID #5 (Downtown) Waterloo, WI
- o The Crossroads TIF Engagement Saukville, WI
- o Comprehensive Plan Baraboo, WI
- City of Austin/Mower County Comprehensive Planning (Austin Community Charitable Fund) – Austin and Mower County, MN
- o Master Plan Update Marquette Charter Township, MI
- Master Planning for the Resource Recovery Campus and Energy Park Olmsted County, MN



26
YEARS OF



#### **EDUCATION**

Master of Science Urban and Regional Planning University of Wisconsin-Madison

Bachelor of Arts French University of Wisconsin-Stevens Point



#### **REGISTRATIONS/CERTIFICATIONS**

Certified Planner (AICP), American Planning Association

# MICHAEL STUMPF AICP, CECD ECONOMIC AND MARKET ANALYST | PLACE DYNAMICS

Michael will conduct economic and market research for this effort. Michael is a community strategist with more than 25 years of experience in government and as a private consultant. Michael is an expert in applying market intelligence to craft effective community and economic development strategies. Through more than 130 projects in 27 states and provinces, Michael has gained extensive knowledge of the alternative approaches employed in various regions of the country and in differing types of urban and rural communities. His work in economic development has received several professional awards. Michael's planning work has focused on market-driven approaches and development or redevelopment plans such as business districts, neighborhoods, development sites, and waterfronts, in addition to related activities such as impact fees, impact analysis, and demographic or economic studies.

#### **EXPERIENCE**

- o Downtown Revitalization Plan Clintonville, WI
- 28th and Jay Mixed Use Development Analysis Boulder, CO
- o Downtown Riverfront Redevelopment Janesville, WI
- Development Opportunities Analysis Holmen, WI



25
YEARS OF EXPERIENCE



#### **EDUCATION**

Master of Science Urban/Economic Geography Northern Illinois University

Bachelor of Science Public Administration Northern Illinois University



#### **REGISTRATIONS/CERTIFICATIONS**

Certified Planner, American Institute of Certified Planners

Certified Economic Developer (CEcD)



SEH has the proven ability to guide the redevelopment efforts for transforming the UW-Platteville Richland campus into a viable, community-supported development. Grounded in technical knowledge, funding insight, and community alignment, the following projects highlight how our team translates vision into action.

#### MAMMOTH SPRINGS REDEVELOPMENT

SUSSEX, WI

SEH worked with a private land developer, the Village of Sussex, Waukesha County, and WisDOT on the redevelopment of a 10-acre brownfield, a former limestone quarry along Main Street in Downtown Sussex. The design was developed over several years of crafting a plan that balanced the needs of the Village, County, and WisDOT, while being conscious of the cost to develop to make sure the project would ultimately be constructed. Contamination, bedrock, floodplain, a creek within a box culvert and the opening of a County-owned trail through the site were a few of the challenges that SEH staff had to consider.

The site plan came to fruition based on SEH's guidance within the following areas:

- Revisions to WisDOT reconstruction of STH 74 to realign floodplain with existing creek to increase property redevelopment potential
- Coordination with the Village, Waukesha County, and community groups to temporarily open the Bugline Trail through the site
- Realignment of architectural site plans to coincide with bedrock to make sure costs were reduced

- Work with the WDNR to help ensure stormwater measures for the site were within reason based on bedrock limitations
- Realignment of the Bugline Trail along Spring Creek and the removal of a box culvert

The project has resulted in 153 apartments and 32,000 sq. ft. of commercial space in a pair of two-story buildings that forms the gateway to Downtown Sussex. The opening of the Bugline Trail through the site completes a 17-mile segment which connects the neighborhood to shops, work and recreational options in several communities. The project has resulted in over \$20 million in additional tax base for the Village.



#### **REFERENCE**

Jeremy Smith, Village Administrator Village of Sussex 262.246.5200 JSmith@sussexwi.gov





# THE OAKS OF JACKSON NEIGHBORHOOD

JACKSON, WI



The Village of Jackson is developing the Oaks of Jackson neighborhood in partnership with Washington County. As a Pilot Project for the County's Next Generation Housing Initiative (NGHI), this neighborhood will result in the creation of 101 attainably priced, owner-occupied homes, consistent with the objectives of the NGHI.

The Oaks of Jackson neighborhood will provide opportunities for diverse residential housing options, bicycle and pedestrian amenities, tree preservation, and high quality of life for residents. A mix of housing units and smaller lots sizes will contribute to an inviting neighborhood environment and complement the Village's community character. SEH provided site analysis, neighborhood design refinement, subdivision design, specifications, final plat preparation and submittal, regulatory agency compliance, a final construction cost estimate, and construction services.



#### REFERENCE

Jen Heidtke, Administrator Village of Jackson 262.677.9001 ext. 215 jen.heidtke@villageofjackson.gov



This is the first NGHI project in Washington County, as well as the first project to build increment within its TIF District.

# RIVER POINT DISTRICT DEVELOPMENT

LA CROSSE, WI



SEH worked with the City of La Crosse Redevelopment Authority on the River Point District project to revitalize a former 48-acre brownfield site at the internationally significant confluence of the Mississippi, Black, and La Crosse Rivers. The design was developed using the innovative National Charrette Institute (NCI) process culminating in an intense, seven-day interactive public workshop.

The resulting plan reflects the history and character of the riverfront city, as well as the community's vision for its future. The final plan provides strategies to reclaim and transform the riverfront property into a livable, walkable neighborhood with a mix of residential and commercial buildings and increased recreational, economic, and tourism-related attractions.

SEH completed bid drawings for the first roadway through the site, River Bend Road. Customized streetscape elements include a winding river of pavers that spills over into colored concrete intersections meant to emphasize the site's connection to the river and improve pedestrian safety. Large planters in intersection bumpouts, raised intersections, bike lanes, ornamental stone and bench seating pockets, and a native Wisconsin plant palette reinforce a unique sense of place.



#### **REFERENCE**

Matt Gallager, Director of Engineering & Public Works City of La Crosse 608.789.7507 gallagerm@cityoflacrosse.org

## THE CROSSROADS

SAUKVILLE. WI



SEH led efforts in facilitating a public-private partnership between Neumann Companies and the Village of Saukville to reinvigorate a 30-year-old dormant platted subdivision. By re-envisioning the site into a mixed-use development, including single-family, multifamily, and a business park, the project had the ability to finally move forward.

SEH provided guidance on initial discussions on utilizing TIF as a tool, surveying, and engineering services. The 30-year-old subdivision was undeveloped, as it was not feasible to be built based on the infrastructure extension required. With re-platting and TID #5, mixed-use developments and affordable housing were made possible. SEH also facilitated coordination with WisDOT on a state highway intersection.



#### **REFERENCE**

Dawn Wagner, Administrator Village of Saukville 262.284.9423 dwagner@villageofsaukvillewi.gov

## COMMUNITY CENTER STUDY

LADYSMITH, WI



The community of Ladysmith had a unique opportunity to adaptively reuse a vacant elementary school, transforming it into 40 low- to moderate-income (LMI) housing units and a community center – two critical needs identified through SEH's robust community engagement.

SEH led the planning effort, helping the City of Ladysmith develop a renovation strategy and secure \$2 million in CDBG grant funding to bridge the gap between City and developer contributions. SEH also created Tax Incremental Financing District #12 (TID #12) to support the redevelopment of the historic school. TID #12 was established to provide local funding for infrastructure improvements, building renovations and developer incentives.

The project represents a strategic reinvestment in existing infrastructure, preserving the character of the historic school building while addressing pressing housing and community space shortages. The housing component will be reserved for LMI households, and the community center will serve residents across Ladysmith and Rusk County.



#### **REFERENCE**

Alan Christianson, City Administrator City of Ladysmith 715.532.2653 achristianson@cityofladysmithwi.com



The following section outlines the cost structure associated with the proposed scope of work.

	DURATION	COST
Phase One: Due Diligence and Market Positioning	Three Months	\$23,305
Market Analysis		
Existing Conditions/Site Analysis		
Stakeholder Coordination/Developer Interviews		
Site Marketing Strategy		
Phase Two: Refinement and Marketing	Four Months	\$15,555
Public Engagement Survey and Open House (Optional – fee to be provided upon request)		
Site Concept Plan (Optional – fee to be provided upon request)		
Advocacy Position Paper		
Funding Program Review		
Marketing the Site (Prepare RFP/RFQ package)		
Phase Three: Developer Support	Two Months	\$4,300
Developer Agreement Negotiation		
ptional Services		
Demolition Plans		
Review Proposals and Plans from Potential Developers		
Construction Inspection		
Assist with Grant Writing		
Assist with Changes to Zoning and/or Comp Plan to Allow Proposed Development		
Convening Community Steering Committee for Project		
	TOTAL COST	\$43,160

## RICHLAND COUNTY RULES OF THE BOARD

ADOPTED: March 12, 2024

AMENDED: October 29, 2024

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

## 1.01 Purpose

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

## 1.02 Interpretation

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

## SECTION 2 COUNTY BOARD ORGANIZATION

## 2.01 County Board Meetings

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

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

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

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

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

## 2.02 County Board Meeting Agenda Responsibilities

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

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

## 2.03 County Email Addresses

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

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

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

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

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

# 2.06 Committees and Other Boards and Commissions Meeting Agenda Responsibilities

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

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

## 2.07 County Board Member Compensation

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

#### 2.08 Meeting Minutes

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

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

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

## 2.09 County Board Meeting Seating Arrangements

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

#### 2.10 Board Member Interest Forms

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

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

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

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

## 2.12 Vacancies in Office of County Board Member

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

meeting.

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

## 2.13 Official Statements by Board Members

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

### 2.14 Board Member Rules of Conduct

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

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

#### SECTION 3 COUNTY BOARD OFFICERS

#### 3.01 County Board Chair

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

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

## 3.02 County Board Vice Chair

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

#### 3.03 Chairs and Vice Chairs of Committees

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

### SECTION 4 RULES OF PROCEDURE

### 4.01 Parliamentary Authority

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

#### 4.02 Committee of the Whole

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

### 4.03 Remote Attendance at Meetings

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

#### 4.04 Order of Business

#### (A) County Board Meetings.

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

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

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

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

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

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

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

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

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

#### 4.05 Personal Electronic Devices

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

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

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

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

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

#### 4.07 Public Decorum and Comment

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

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

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

### 4.08 Reconsideration

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

#### 4.09 Resolutions – Form and Introduction

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

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

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

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

## 4.11 Suspension of and Amendment to Rules

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

## SECTION 5 ENFORCEMENT

#### 5.01 Procedure for Enforcement

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

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

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

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



#### **Public Comment Form**

Members of the public are invited to participate in Richland County open meetings and may be offered the opportunity to express their comments, concerns and opinions in accordance with open meetings laws, County regulations and proceedings determined by the presiding officer. Requests for public comment will be considered carefully. Actions and/or considerations proposed by the commenting member of the public cannot be taken at the meeting at which they are heard unless, such actions and /or considerations are regarding an item appearing on the posted agenda.

The public is welcomed to attend Richland County Committee, Board or Commission meetings, but may take part in the discussion only when the presiding officer invites public comment. Each speaker should receive recognition from the presiding officer, give their name and address, and present comments within time frame allowed by the presiding officer of the meeting. Per County Board Rule 4.07(B), the following rules apply to all periods of public comment at County Board and Committee meetings:

- "1. Any person who wishes to address the County Board during the "Public Comment" portion of the agenda must provide their name and address prior to beginning comment.
- 2. A commentor may not speak longer than three (3) minutes and may only speak once per meeting.
- 3. All comments must be germane to an item on the meeting agenda.
- 4. Comments should be directed to the Board as a whole and not addressed to individual Board Members.
- 5. A commenter should refrain from asking questions of the Board or any individual Board Member.
- 6. Comments should be courteous in their language, avoid personalized remarks and refrain from comments that are rude, obscene, profane, personally attacking, and which demonstrate a lack of respect for others.
- 7. The Chair reserves the right to terminate an individual's public comments if these rules are violated. As well, the Chair has the authority to rule speakers out of order and may call a short recess in disorderly situations."

For your convenience, you may fill out the bottom of this page prior to the meeting and present it to the presiding officer. Completing this form will help the presiding officer manage the meeting and identify your desire to comment. Please print when completing this form.

Name:
Address:
City, State, Zip:
Name of organization I represent (if applicable):
Item(s) I wish to comment on (Agenda #):

Please complete and submit this form to the presiding officer before the meeting begins.

#### **RESOLUTION NO. 25 - 52**

Resolution Approving A New Pharmacy Provider For Pine Valley Community Village.

WHEREAS current pharmacy contract expires at the end of this year, and

WHEREAS current pharmacy provider longevity and sustainability is currently in question, and

WHEREAS Pine Valley Community Village is required to have a pharmacy provider and there will be financial impact to the budget as Pine Valley bills resident insurance for reimbursement, and

WHEREAS bids from other pharmacies were obtained, and

WHEREAS the Executive and Finance Standing Committee has reviewed all bids received, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board Supervisors that approval is granted for Health Direct Pharmacy Services to provide pharmacy services to Pine Valley Community Village, and

BE IT FURTHER RESOLVED that this resolution be effective upon passage.

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE			
AYES NOES	(23 JUNE 2025)			
RESOLUTION		FOR	AGAINST	
DEREK S. KALISH	STEVE CARROW	X		
COUNTY CLERK	STEVE WILLIAMSON	X		
	GARY MANNING	X		
DATED: JULY 15, 2025	MARK GILL	X		
	INGRID GLASBRENNER	X		
	DAVID TURK	X		
	BOB FRANK			
	MARC COUEY	X		
	CRAIG WOODHOUSE	X		



## PHARMACY SERVICES AGREEMENT

THIS	PHARM	ACYS	ERVICE	SAG	REEMEN	NT, made t	nis	day	of		2
2023, by and b	etween	HEAL	ΓHDIREC	T INS	STITUTIO	NAL PHA	ARMA	ACY S	ERVIC	ES IN	C., a
New York con	poration	havin	g its prin	cipal	place of b	ousiness lo	cated	at 29	East N	Iain S	treet,
Gouverneur,	New	York	13642	(he	reinafter	referred	to	as	"HDIF	'S''),	and
		2	having	its	principal	place	of	busin	ess 1	ocated	at
			- 300 Market - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1	to the same of the same of	(hereinaf	ter referred	l to as	the "C	perato	r'').	

#### WITNESSETH:

WHEREAS, HDIPS is in the business of providing prescription drugs and medications and other health-related products and services; and

WHEREAS, Operator is the operator of a nursing home facility commonly known as the located at the (the "Facility") and desires that HDIPS provide professional pharmacy services to the residents of the Facility.

NOW, THEREFORE, it is hereby agreed between the parties hereto as follows:

## 1. HDIPS's Responsibilities.

- (a) HDIPS will establish and maintain a pharmacy services system to provide residents of the Facility with prescription drugs and over-the-counter medications and other health related products and services, formulary management services, and administration of pharmacy prescription benefits. (the "Services"). All medications shall be supplied in hermetically sealed blister packages when physically possible. Prescription drugs will be dispensed in the generic form unless the prescription indicates "dispense as written."
- (b) HDIPS will deliver prescription drugs and over-the-counter medications to the Facility pursuant to properly completed and signed physician's prescriptions. HDIPS will provide delivery service once per day Monday through Saturday and as needed on Sunday. HDIPS will also provide emergency delivery service when requested by the Operator. In the event HDIPS cannot furnish an ordered medication in a prompt and timely manner, HDIPS shall make arrangements with another pharmacy supplier to provide such service to the Facility.
- (c) HDIPS will fill prescriptions with the highest quality generic or brand name drugs available and will adhere to any such additional performance standards as HDIPS and the Facility shall mutually agree to in writing. HDIPS is responsible for obtaining and maintaining necessary licensure and compliance with applicable federal, state and local laws, rules and regulations to perform pharmacy services under this Agreement. HDIPS shall exercise its sole discretion concerning questions of professional pharmacy practice arising in connection with its performance under this Agreement.



equipment necessary for effective utilization of HDIPS's medication distribution system (the "HDIPS Equipment"). HDIPS shall, at its expense, be responsible for ongoing maintenance and repairs to the HDIPS Equipment unless the need for such maintenance and repair is due to the Operator's abuse of the HDIPS Equipment. In such event, the expense for maintenance and repairs shall be borne by the Operator. HDIPS shall retain ownership of the HDIPS Equipment, including, but not limited to, medication carts, fax machines, policy and procedures manuals and emergency drug boxes. HDIPS shall obtain and maintain, at its own cost, the necessary insurance coverage for the HDIPS Equipment and supplies and maintain insurance against all risks of loss or damage from every cause whatsoever so that Facility is not responsible as a co-insurer or otherwise.

## 2. Billing.

- (a) If a resident has valid coverage under Medicare Part D or a private insurance plan with a third-party payor, HDIPS will bill payor directly for all Services provided to such residents. HDIPS will bill Operator directly, and Operator shall pay HDIPS at the rates set forth on Addendum A, for all Services for which HDIPS is not reimbursed directly by such payor, including plans or programs that provide for per diem or other capitated amounts for prescription drug services provided to residents of the Facility.
- (b) Upon Operator's request, HDIPS shall bill residents directly for private pay services (at HDIPS's usual and customary rates). In the event that HDIPS has not received payment from such resident(s) within ninety (90) days following the date of the invoice sent to the resident, HDIPS shall bill Operator and Operator shall pay HDIPS for such private pay services at the rates set forth in Addendum A.
- (c) If a resident has valid coverage under the applicable state Medicaid program, HDIPS shall bill Medicaid directly for all Services provided to the resident for which HDIPS may be reimbursed directly by Medicaid. HDIPS shall bill Operator directly, and Operator shall pay HDIPS at the rates set forth on Addendum A, for all Services for which HDIPS was denied reimbursement by Medicaid.
- (d) HDIPS pricing for Services includes all discounts, rebates and price concessions that HDIPS receives through group purchasing organizations, wholesalers, vendors, pharmacy benefit managers for services rendered, including formulary management and benefit administrative services. HDIPS pricing for Services takes into account negotiated cost reductions, price concessions, rebates, and other price concessions from third parties, including formulary management and benefit administration services. HDIPS pricing is not subject to discount or offset by manufacturer rebates or other discounts.
- Any specialized services provided by HDIPS not included in the scope of services stipulated herein are subject to additional charges, which shall be agreed upon in advance in writing by both parties.



- 3. Payment Terms. HDIPS will bill the Operator monthly for all Services obtained for its own account and for any Services for which Operator is responsible under the terms of this Agreement. The Operator shall remit payment within thirty (30) days of the statement date. A late fee of 1 ½ percent per month shall be charged on all past-due balances past thirty (30) days.

## 5. Duty and Responsibilities of the Operator.

- (a) Operator agrees to provide and maintain adequate space, equipment and supplies, in accordance with industry practice, required for HDIPS to perform the Services.
- (b) Operator agrees that it is and will remain solely responsible for direct care rendered to Facility's residents, for the provision of skilled nursing services to its residents, including all direct and indirect IV nursing care and for all activities necessary for the operation of the Facility under applicable federal and state laws.
- (c) Operator agrees that HDIPS shall be the sole and exclusive provider of Services to the Facility and its residents during the terms of this Agreement unless otherwise required by law.
- (d) Operator shall provide to HDIPS, in a format provided by HDIPS, on a weekly basis, the following resident billing information: resident name; Medicare and/or Medicaid numbers; physician names; resident billing address; resident phone number; and resident insurance information. Upon request, Operator shall provide such other information as HDIPS may require so HDIPS may bill for the services provided in a timely and accurate manner. In the event that such information is not provided, Operator shall be responsible for payment for such services. Once proper information is provided and HDIPS is paid by resident or by resident's third-party insurance, Operator shall be credited for any amounts previously paid by Operator.

# <u>6. Early Termination.</u>

- (a) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated upon the following:
- (i) By HDIPS, upon the failure of the Operator to pay the amounts due hereunder on the due date as described in Section 3 of this Agreement and such failure is not cured within seven (7) days. In such event, the Operator understands that it shall be fully responsible for finding alternative sources of prescription drugs for its residents and will hold HDIPS harmless from any losses relating to a delay in Facility's residents receiving their medications.



- (ii) If either party fails to perform a material obligation under the terms of this Agreement (except as to a failure to pay, which shall be governed by Section 3), and any such default or failure is not remedied within thirty (30) days after notice containing specific information regarding the circumstances which gave rise to such notice. In the event that, within said thirty (30) day period, such default or failure is not remedied or steps taken that will achieve such remedy within a reasonable amount of time, then, in such event, the party which has delivered such initial notice shall have the right to terminate this Agreement by written notice to the other party, whereupon this Agreement shall be deemed terminated provided that no notice of termination from Operator shall be valid unless Operator is current in its payments to HDIPS.
- (iii) By HDIPS, upon the filing of a voluntary petition in Bankruptcy or petition for reorganization under any bankruptcy law by Operator; the consent to any involuntary petition in bankruptcy by Operator; or the entering of any order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Operator as bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of Operator's assets.
- (b) Termination or expiration of this Agreement will not affect the rights and obligations of the parties arising out of any Services performed prior to the effective date of such termination.
- (c) Operator acknowledges that after notice of termination has been given by either party, for any reason whatsoever, it is the sole duty of Operator to promptly notify residents of the Facility of the termination and to arrange to provide alternative products and services to residents of the Facility without interruption of medically necessary services. Operator agrees to indemnify HDIPS from any injury or damage that may result to any person or property by or from any act or omission by Operator in connection with its responsibilities under this Section 7(c).
- (d) If this Agreement is wrongfully terminated by Operator prior to the expiration of the Term or any extension or renewal term, then HDIPS shall be entitled to recover immediately, as liquidated damages and not as a penalty, an amount equal to the average monthly billing (based on the invoices issued by HDIPS for Services rendered during the previous twelve (12) months, or since the first date of Services, if less) multiplied by the number of months or fraction thereof remaining in the term of this Agreement.

# 7. Compliance with Laws.

(a) HDIPS, the Facility and the Operator will comply with all applicable statutes, laws, codes, rules and regulations of the state, federal and local governments as they apply to each party's performance hereunder. Notwithstanding any other provisions in this Agreement, the Operator shall at all times be responsible for ensuring that any services provided under this Agreement at the Facility comply with all applicable provisions of federal, state and local statutes, laws, rules and regulations.



- (b) Neither the Operator nor HDIPS will discriminate against anyone in the performance of this Agreement because of race, sex, color, creed, blindness, sponsorship or any other impermissible basis prohibited by law.
- 8. <u>Indemnification</u>. Each party agrees to indemnify and hold the other harmless from and against any and all demands, claims, losses, damages, suits, cause of action, judgments, costs and expenses of defense and costs and expenses arising out of or related to the other's negligence or breach of this Agreement. Both parties agree to obtain, pay for and maintain during the term of this Agreement claims made-based professional malpractice insurance in an amount of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and each shall provide to the other a certificate of insurance showing such coverage to be in effect upon the execution of this Agreement and at any time upon the request of the other.
- 9. Access. Facility, provided same is permitted by all applicable laws, codes, rules and regulations, shall give HDIPS reasonable access to physician orders, resident medication records, facilities and supplies necessary for the performance of HDIPS's duties hereunder. HDIPS agrees that it will furnish to Facility, upon request, information related to MDS sheets and the drugs and supplies furnished to residents of the Facility. HDIPS agrees to use its reasonable best efforts to identify the Medicare drug plan in which Facility's residents are enrolled and to educate Facility's employees and residents on which plan more appropriately meets each resident's prescription drug needs.
- 10. <u>Confidentiality</u>. HDIPS and the Facility each agree to take all actions reasonably necessary to ensure that HIPAA compliance is maintained and all confidential or proprietary information relating to the residents of the Facility and the business of the parties which may be acquired by the parties by virtue of this Agreement not be disclosed to any person or entity or used for any purpose other than as provided in this Agreement without the prior written consent of the other party. HDIPS also agrees to enter into a HIPAA Business Associate Agreement attached hereto as Addendum B. The foregoing, however, shall not apply to:
- (a) Information provided to government agencies or third-party payors as required by law or consented to by the Operator;
- (b) Information furnished to other health care providers involved in the care of residents of the Facility; or
  - (c) Information which is lawfully disclosed to such party by a third party.
- Inability to Perform. The obligations of either party to perform under this Agreement (other than the payment of money) shall be excused during any period of delay in the performance of such obligation caused by matters such as strikes, acts of God, shortages of raw materials or power, government action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the party to control for as long as such matter remains out of the party's reasonable control.



12. Relationship Between Parties. It is understood and agreed by the parties that HDIPS shall at all times act only as an independent contractor to the Operator. HDIPS and its employees are not entitled to any employee benefits of any kind offered by the Operator to Facility's employees, including, but not limited to, workers' compensation.

Neither party hereto shall be deemed, expressly or by implication, to be the agent or employee of the other party for any purpose whatsoever, and neither party hereto shall have the right to represent the other party in any manner whatsoever, nor to bind the other party to any obligation, contract, document, performance or course of dealing.

- 13. <u>Assignment</u>. This Agreement may be assigned by either party without the written consent of the other party.
- 14. <u>Successors and Assignments</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any sale, lease, assignment or transfer of all or any portion of Operator's or HDIPS's operations, facilities, assets or business to any other person, corporation or entity, will not constitute grounds for the termination or any modification of this Agreement by Operator or HDIPS.
- 15. <u>Notices</u>. All notices required or permitted to be given by this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested to the address for the other party first above written. Notices shall be deemed to have been received on the date documented by the United States Postal Service, except that a notice of change of address shall only be effective upon receipt by the other party.
- 16. <u>Invalidity</u>. If any part of this Agreement is found invalid, the remainder of this Agreement will remain valid and enforceable.
- 17. <u>Waiver</u>. Neither the waiver by any party hereto of any breach of or default under any of the provisions of this Agreement, nor the failure of any of the parties to enforce any of the provisions of this Agreement or to exercise any right hereunder shall hereafter be construed as a waiver of any subsequent breach or default, or as a waiver of any such rights or privileges hereunder.
- 18. <u>Severability</u>. If any provision of this Agreement shall be found invalid by a court of competent jurisdiction, such findings shall not affect the validity of the other provisions of this Agreement and the invalid provisions shall be deemed to have been severed herefrom.
- Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of law provisions and venue shall be in \_\_\_\_\_ County. No provision of this Agreement shall be applied or construed in any manner inconsistent with applicable federal and state laws and regulations.
- 20. <u>Use of Name</u>. Neither party may use the name of the other in marketing or promotion without the express written permission of the other party.



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- Books and Records. Pursuant to Section 1395X(v)(1)(1) of Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four (4) years after the termination or expiration of this Agreement, HDIPS shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services; the Comptroller General of the United States Accounting Office; or the applicable state agencies or departments, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by HDIPS under this Agreement. HDIPS further agrees that in the event it carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause identical to that contained in the first sentence of this Section.
- 22. <u>Entire Agreement</u>. This Agreement sets forth all promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior or contemporaneous agreements, oral or written, except as herein contained. This Agreement may not be modified other than by an agreement in writing signed by each of the parties hereto.

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

	HEALTHDIRECT INSTITUTIONAL PHARMACY SERVICES, INC.
Witness	By:
	Water-Survive of Maritin about the con-
	By:
Witness	Title:



## Addendum A

Operator:	
Oberaior.	
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1. <u>Pharmacy Supplies and Services</u>: HDIPS shall supply pharmaceutical products and other supplies to Operator at a price of:

Medicare A, Medicaid/Med D Non-Covered items:

Brand & Single Source Generic: WAC + \$2.45

Generic: HDRX MAC + \$2.45

OTC: Brand, Single Source OTC: ACQ + 10% + \$1.49 Generic, Multi Source OTC: ACQ + 20% + \$1.49

Operator House Stock/Supplies (typically items dispensed in bulk quantities):

Brand, Single Source Generic: ACQ + 10% + \$1.49

Generic, Multi Source: ACQ + 20% + \$1.49

(Operator acknowledges that in the event the third-party source of price information utilized by HDIPS does not maintain a price (e.g. AWP, WAC, etc.) for a particular medication or supply, the amount shall be determined by HDIPS and cost will not exceed HDIPS acquisition cost plus 10 percent.)

HDIPS shall, in connection with such Pharmacy Supplies and Services:

- 1.1 Label all medications in accordance with local, state, and federal laws, rules, and regulations;
- 1.2 Maintain drug profiles on each resident in Facility;
- 1.3 Provide drug information and consultation to Operator's licensed professional staff regarding such supplies and services ordered; and
- 1.4 Furnish and replenish, on a regular basis, an emergency and interim medication supply, the composition of which shall comply with federal and state regulations, and be mutually agreed upon in writing by HDIPS and Operator. Operator shall assist HDIPS in its efforts to allocate inventory removed from the interim supply to individual residents, and Operator agrees to pay HDIPS directly for contents which cannot be so allocated.
- 2. IV Therapy Supplies and Services: For IV Therapy Supplies and Services including compounding, IV solution, electrolytes, heparin, saline flushes, pump, administration sets, with filters and IV start kits, Operator shall pay the following fees:
  - Hydration: AWP + \$12 per day/per resident
  - Antibiotic/Pain Management:
    - o Brand & Single Source Generics: AWP − 12%
    - o Generics: AWP 25%
    - o IV Supplies: AAC + 15%
  - TPN (standard formula includes dextrose, AA, electrolytes, TE's lipids):
    - Up to an including 1 liter (1000ml) \$110.00 per day/per resident



- o Two liter (1001ml 2000ml) \$120.00 per day/per resident
- o Three liter (greater than 2000ml) \$140.00 per day/per resident
- o TPN Additives (i.e. Zantac, Pepcid, MVI, etc.): per facility pricing above
- Other IV Therapy: The per day/per resident fee to be agreed upon by Operator and HDIPS prior to pharmacy dispensing the item.
- Line Maintenance Fee: \$22.00 per day/per resident
- Supplies Only Fee: \$22.00 per day/per resident
- IV Equipment:
  - o Pharmacy shall provide one IV pump on-site, if required (no additional charge).
  - Pharmacy shall provide one IV pump per dispensed IV; the Facility shall pay a rate of Five Dollars (\$5.00) per day for this IV pump.

In connection with such IV Therapy Supplies and Services:

- 2.1 HDIPS may make available to Operator those IV therapy equipment and supply items Operator wishes to stock on the premises, at prices which will be agreed upon in advance by HDIPS and Operator. HDIPS will assure that there is at all times adequate supplies necessary to provide complete and appropriate IV therapy services to Operator's residents; and
- 2.2 Operator shall provide adequate and appropriately trained staff, including but not limited to nurses, qualified to furnish specialized IV therapy to residents of Operator. If Operator staff requires specialized training, refresher courses, or continuing education to develop or update their skills, Operator shall arrange for or provide this specialized training. HDIPS shall bill Operator directly for clinical education and professional services.
- 3. Routine Consulting Services: For Routine Consulting Services, Operator shall pay a monthly rate which is equal to Six Dollars and 25/100 (\$6.25) multiplied by the number of occupied beds as reflected by the number of resident charts reviewed by the pharmacist during the monthly visit. HDIPS shall provide the following consulting services, which collectively shall be the "Routine Consulting Services":
  - 3.1 Review the records for receipt and disposition of controlled drugs and the maintenance of such records;
  - 3.2 Review the drug regimen of each resident of Operator on a monthly basis and report any irregularity to Operator's administration, the resident's physician and/or the resident's responsible party, if and when appropriate and necessary;
  - **3.3** Provide, upon request, assistance to Operator with the implementation of HDIPS' pharmacy's policies and procedures;
  - 3.4 Work with Operator's staff to ensure that inspections are done of each nursing station, its related drug storage area, and resident health records;
  - 3.5 Ensure the proper labeling of all Pharmaceutical Supplies and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable;



- 3.6 Provide written reports to Operator regarding the status of Operator's pharmaceutical services and staff performance on monthly basis; and
- 3.7 Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state or federal laws and regulations.
- 3.8 Make an HDIPS representative available for attendance at Operator's quarterly quality assurance committee meetings that relate to HDIPS services with reasonable prior notice and during regularly scheduled visits with Operator.
- 4. Non-Routine Consulting Services: HDIPS shall provide to Operator, at Operator's request, pharmacy-related consulting services other than the Routine Consulting Services ("Non-Routine Consulting Services"); provided that such Non-Routine Consulting Services are within HDIPS knowledge and expertise. For Non-Routine Consultant Services, which would be services agreed upon by Operator and HDIPS, Operator shall pay HDIPS an hourly rate of \$75.00/hour.
- 5. Nurse Department Consulting Services: HDIPS shall provide nursing services to Operator as agreed to by HDIPS and Operator. HDIPS shall make available to the Operator nursing services outside HDIPS normal provision of nursing services as agreed to by HDIPS and Operator shall pay HDIPS an hourly rate of \$55.00/hour.
- 6. **Equipment:** HDIPS shall provide Operator with the following equipment (check all those that apply):

	Medication administration system and all accessories for the system, where necessary:
	<ul> <li>Medication Carts: Quantity: (no additional charge)</li> <li>Treatment Carts: Quantity: (no additional charge)</li> <li>Fax Machines: Quantity: (no additional charge)</li> <li>Automated Dispensing System, if required and approved by HDIPS (no additional charge)</li> </ul>
	Such Equipment shall be the property of HDIPS.
7.	<u>Medical Records Services</u> : If requested, on a monthly basis, HDIPS shall provide Operator with a medical records package to include the following (the "Medical Records") for each resident serviced by Operator:
	Physician order sheets
1	Medication administration records
	Treatment sheets
	Psychotropic drug monitoring sheets
	For Medical Records services, Operator shall pay HDIPS at the rate of \$1.00 per
	resident/per month.
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**HDIPS** Initials:

Date:

Operator Initials:

Date:



### BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Con	ntract") is entered into on
("Contract Effective Date") between	, having a principal location at
	("Covered Entity"), and HEALTHDIRECT
<b>INSTITUTIONAL PHARMACY SI</b>	ERVICES, INC., having a principal location at 29 East
Main Street, Gouverneur, New York	k 13642 ("Business Associate") (Each a "Party" and
collectively, the "Parties").	

#### **RECITALS:**

- A. Covered Entity will make available and/or transfer to Business Associate protected health information ("PHI") in order for Business Associate to carry out i) its contractual obligations under a contract between Covered Entity and Business Associate dated \_\_\_\_\_\_ (the "Underlying Services Agreement" between the Parties) and/or ii) certain business responsibilities on behalf of Covered Entity.
- **B.** Business Associate will have access to and/or receive from Covered Entity PHI that may be used or disclosed only in accordance with this Contract and the Privacy, Security, Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively "HIPAA").
- C. Covered Entity and Business Associate qualify, respectively, as a "covered entity" and as a "business associate" as such terms are defined under HIPAA.

**NOW THEREFORE,** for good and valuable consideration, intending to be legally bound, Covered Entity and Business Associate agree as follows:

- **1. Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning given such terminology by HIPAA.
  - **a.** Administrative, Physical and Technical Safeguards shall have the same meaning as those terms are defined in 45 CFR 164.304.
  - **b. Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI (as defined herein) which compromises the security or privacy of such PHI.
  - c. Contract shall refer to this document.
  - **d.** Electronic PHI shall have the same meaning as "electronic protected health information" in 45 CFR 160.103.



- e. HHS Privacy Regulations shall mean the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 164, as may be amended.
- **f. Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined by 45 CFR 160.103, including a person who qualifies as a personal representative in accordance with 45 CFR 164.502.
- g. Party or Parties shall mean Business Associate and/or Covered Entity.
- **h. PHI** shall mean information provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term "protected health information" as defined by 45 CFR 160.103.
- i. Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- **j.** Secretary shall mean the Secretary of the U.S. Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- **k.** Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- I. Unsuccessful Security Incident shall mean Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI, including, without limitation, trivial and routine incidents such as routine scans or "pings" that do not pass Business Associate's firewall, port scans, unsuccessful log-on attempts, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses.
- **m.** Unsecured PHI shall have the same meaning as the term "unsecured protected health information" in 45 CFR 164.402.

#### 2. Permitted Use or Disclosure of PHI.

a. Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function on behalf of Covered Entity with regard to the use and disclosure of, and/or access to, PHI that is required, necessary or desirable for Business Associate to carry out its contractual obligations set forth in the Underlying Services Agreement and/or other business responsibilities on behalf of Covered Entity provided such function would not violate HIPAA if done by Covered Entity. Business Associate may use or disclose PHI as Required by Law.



- b. Except as otherwise limited in this Contract, Business Associate is permitted to use and disclose PHI received from Covered Entity if necessary for the proper management and administration of Business Associate, to carry out legal responsibilities of Business Associate, or otherwise in a manner which does not identify individual patients, provided:
  - i) The disclosure is Required by Law;
  - ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached; or
  - iii) The PHI is de-identified.
- **c.** Business Associate shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of Covered Entity, are consistent with the Minimum Necessary requirement under HIPAA and Covered Entity's Minimum Necessary policies and procedures.
- **d.** Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- **e.** Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

## 3. Business Associate's Obligations:

- **a.** Limits on Use and Disclosure. Business Associate shall not use or further disclose the PHI provided or made available by Covered Entity other than as permitted or required by this Contract, or as Required by Law.
- **b.** Appropriate Safeguards. Business Associate shall establish and maintain appropriate safeguards, including but not limited to those necessary for compliance with Subpart C of 45 CFR Part 164, to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Contract and shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.



- **c. Education.** Business Associate shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.
- d. Policies and Procedures. Business Associate shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR §164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of Electronic PHI.
- e. Notification of Violations or Security Incidents. Without unreasonable delay, Business Associate will notify Covered Entity of (1) any use or disclosure of PHI not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and (2) Security Incidents of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). The Parties agree that no further notice is required for attempted but Unsuccessful Security Incidents. Violations or Security Incidents that constitute Breaches of Unsecured PHI shall be handled as set forth in Section 3.f. below.
- f. Reports of Breaches of Unsecured PHI. Business Associate shall report to Covered Entity promptly, but no later than sixty (60) business days after discovery of any Breach of Unsecured PHI of which Business Associate becomes aware. (ref. 45 CFR 164.504(e)(2)(ii)(C),45 CFR 164.410 and 164.314(a)(2)(i)(C).). With respect to a Breach of Unsecured PHI, Business Associate must include the following information in its report to Covered Entity, but must not delay initial notification of the suspected Breach for purposes of collecting such information:
  - i) To the extent possible, the identity of each Individual whose PHI has been Breached;
  - ii) Brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - iii) Description of the types of Unsecured PHI that were involved in the Breach;
  - iv) Steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - v) Brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
  - vi) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.

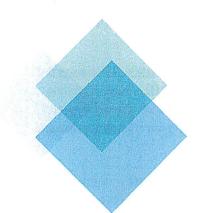




- g. Subcontractors and Agents. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), anytime Business Associate's Subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of Business Associate, Business Associate shall first enter into a written agreement with the Subcontractor or agent that contains the same terms, conditions and restrictions on the access, use and disclosure of PHI as contained in this Contract. Business Associate shall also ensure that any such Subcontractor or agent to whom Business Associate provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- **h. Right of Access.** Business Associate shall make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524. In the event Business Associate receives a request for access to PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- i. Right to Amendment. Business Associate shall use reasonable efforts to facilitate Covered Entity's obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event Business Associate receives a request to amend such PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- **j. Right to an Accounting.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event Business Associate receives a request for an accounting directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- **k. HIPAA Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of such Subpart that apply to the Covered Entity in the performance of such obligation(s).
- I. Access to Books and Records. Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with HIPAA.
- **m. Mitigation Procedures.** Business Associate shall have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Contract and HIPAA.



- n. Sanction Procedures. Business Associate shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or Subcontractor who violates this Contract or HIPAA.
- o. HITECH Act Compliance. All provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act, signed into law on February 17, 2009 ("HITECH"), that are made applicable with respect to Covered Entity shall also be applicable to Business Associate, and shall be deemed incorporated herein by reference. In accordance with HITECH and in furtherance of Business Associate's obligations set forth in this Contract, Business Associate shall:
  - i) Comply with sections 45 CFR 164.308; 164.310; 164.312; and 164.316 of the Security Rules.
  - ii) Not use or disclose PHI unless such use or disclosure is in compliance with each applicable requirement of section 45 CFR 164.504(e), provided that Business Associate shall not be in compliance with such section if it knows of a pattern of activity of the Covered Entity that is a material breach or violation of Covered Entity's obligations under this Contract, unless Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Contract or, if termination is not feasible, report the problem to the Secretary.
  - iii) Comply with the applicable minimum necessary rules established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
  - iv) Comply with the rules on marketing and fundraising communications established by HITECH and pursuant to any applicable regulations promulgated by the Secretary provided however, that Business Associate shall not make any such communications unless specifically authorized by the Covered Entity.
  - v) Comply with the rules on restrictions on certain disclosures of PHI requested by Individuals established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
  - vi) If Business Associate is responsible for providing an Individual access to PHI maintained in an electronic health record, provide such access in accordance with HITECH and any applicable regulations promulgated by the Secretary.





- vii) Comply with the rules on accounting of disclosures of certain PHI maintained in an electronic health record (if Covered Entity uses an electronic health record) established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- viii) Comply with the rules on the sale of PHI established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.

### 4. Covered Entity's Obligations.

- a. Covered Entity shall notify Business Associate of Covered Entity's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of PHI.
- **b.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any amendment or restriction to use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the PHI.
- **d.** Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity (except as set forth in 2(b) and (e) of this Contract).
- **5. Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate shall acquire no title or rights to the PHI as a result of this Contract.
- other than that of independent contractors. Neither Covered Entity nor Business Associate, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other. None of the provisions of this Contract are intended to create, nor shall they be deemed or construed to create, any partnership, joint venture, or other relationship between the Parties except that of independent contracting entities. Business Associate acknowledges that it has independent obligations to comply with certain HIPAA requirements. Covered Entity does not make any warranties, representations or guarantees that this Contract satisfies Business Associate's independent obligations to comply with HIPAA.

#### 7. Term and Termination.



- a. Term. The term of this Contract shall commence on the Contract Effective Date, and shall terminate upon termination of the Underlying Services Agreement (or other arrangement between the Parties), or when terminated for cause by the Covered Entity, as set forth below. Business Associate understands that termination for any reason nonetheless requires the further obligations by Business Associate set forth in section 7(c) below.
- b. Termination for Cause. Covered Entity shall have the right to immediately terminate this Contract if Covered Entity determines that Business Associate (or its Subcontractor) has violated a material term of this Contract and/or HIPAA and the Business Associate (or its Subcontractor) has not taken steps to cure such material default within thirty (30) days of receipt of the Covered Entity's written notification of such material breach. However, in the event that the default cannot be cured within the 30-day cure period, the 30-day cure period shall be extended for a reasonable additional time to cure such default, provided the Business Associate commences to cure the default within the 30-day cure period and proceeds diligently to affect the cure within such reasonable additional time.
- Effect of Termination. The obligations of Business Associate to protect the confidentiality of the PHI in its possession and/or known to it, its employees, agents or Subcontractors, shall survive termination of this Contract for any reason. In addition, at the termination of this Contract for any reason, Business Associate shall return, destroy or de-identify (so that the respective information does not identify Individuals) all PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity. If return or destruction of all or part of the PHI is not commercially feasible, Business Associate shall extend the protections of this Contract for as long as necessary to protect the PHI and to limit any further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If Business Associate elects to destroy the PHI it shall certify to Covered Entity in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI To the extent applicable, Business Associate shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.
- 8. Change In Law/Regulation. In the event that any new laws, regulations, or interpretations of the foregoing are promulgated, the Parties shall use reasonable efforts to promptly amend this Contract to comply with such change without any financial concession.
- 9. Amendment. This Contract may be amended by written agreement of the Parties.



- 10. Choice of Law. This Contract shall be governed by New York law and applicable federal law. The Parties also agree that for purposes of privacy rights, HIPAA shall supersede all applicable state laws, except to the extent such State laws are not preempted.
- 11. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Contract, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of PHI by Business Associate or any agent, Subcontractor or third party that received PHI from Business Associate.
- 12. Binding Nature and Assignment. This Contract shall be binding on, and inure to the benefit of the Parties hereto and their successors and permitted assigns, but neither Party may assign this Contract without the prior written consent of the other (except to any entity controlled by, controlling or under common control with the assigning entity).
- 13. Notices. Whenever under this Contract a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

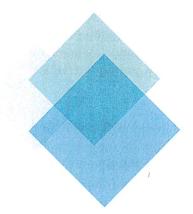
# COVERED ENTITY: BUSINESS ASSOCIATE: HDIPS, INC. 29 East Main Street Gouverneur, NY 13642 Attn: Attn:

- **14. Article Headings.** The article headings used are for referenced and convenience only, and shall not enter into the interpretation of this Contract.
- 15. Entire Contract. This Contract consists of this document, and constitutes the entire agreement between the Parties with respect to the subject matter herein. There are no understandings or other agreements which are not fully expressed in this Contract, and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Contract supersedes any previous HIPAA business associate agreement between the Parties.
- 16. Indemnification. Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party harmless for any and all costs, including fines, penalties, interest and reasonable attorneys' fees, related to any claim, liability, suit, or investigation by law enforcement or other governmental or regulatory agency or brought by an Individual related to the wrongful acts or omissions of the Indemnifying Party, its employees, agents or subcontractors, whether intentional or negligent, that violates the HHS Privacy Regulations regarding access to, use of or disclosure of PHI.



IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date first set forth above.

	HEALTHDIRECT INSTITUTIONAL PHARMACY SERVICES, INC.		
By:	By:		
Title:	Title: Director of Business Development		



Resolution Approving Changes To The Sick Leave, Vacation, And Wage Scale Sections Of The Handbook Of Personnel Policies And Work Rules Of Richland County.

WHEREAS updates have occurred to the way in which sick leave and vacation time are administered, and

WHEREAS consistency is desired in the way in which sick leave and vacation benefits are administered through all county departments, and

WHEREAS the Executive and Finance Standing Committee has carefully reviewed and considered the proposed changes to the Handbook of Personnel Polices and Work Rules of Richland County, and

WHEREAS the Executive and Finance Standing Committee is now presenting this Resolution to the County Board for its consideration, and

WHEREAS the proposed changes repeal and replace previous handbook and addendum language for Pine Valley Community Village, and

NOW THEREFORE BE IT RESOLVED that the Richland County Board of Supervisors approves the proposed changes to the sick leave, leave, and wage scale sections of the Handbook of Personnel Policies and Work Rules of Richland County, and

BE IT FURTHER RESOLVED that this Resolution shall be effective April 21, 2025 for all departments excluding Pine Valley which will have an effective date of September 1, 2025.

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE		
AYES NOES	(08 JUL)		122
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	CRAIG WOODHOUSE	X	
	GARY MANNING	X	
DATED: JULY 15, 2025	MARK GILL	X	
	INGRID GLASBRENNER		
	DAVID TURK	X	
	BOB FRANK	X	
	STEVE WILLIAMSON	X	
	MARC COLIEY	X	

#### Sick Leave:

Sick leave is defined as an employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, optician's services, exposure to contagious disease, attendance upon members of the immediate family whose illness requires the care of such employee. In the event there is evidence that an employee is claiming sick leave for the purpose other than defined, the employer may require that such employee verify the validity of his/her claim.

Sick leave is to be used by County employees when the employee or a member of their immediate family is disabled by sickness or, in case of the employee, is sufficiently disabled by sickness to be unable to attend their county employment. Sick leave may also be used in increments no less than one quarter (1/4) hour by the employee to attend medical appointments for themselves or for their immediate family (spouse or children). For care of a parent or parent-in-law, FMLA forms will need to be completed. All sick leaves must be reported biweekly to the County Administrator's Office. Elected officials are not eligible to receive sick leave.

Sick leave accrues at the rate of one day per month on the staff person's anniversary date for full-time employees. Each month, half of the allocated sick leave is accrued on the first payroll and the remainder on the second payroll for full time employees. If there are more than two payrolls in a month, the employee will not accrue any sick leave on more than two payrolls in a month. Regular, part-time employees working at least 17 and 1/2 hours per week or 70 hours per month shall accrue sick leave at a rate of one-half of the sick leave generated by full-time employees in their department. Up to 126 (1008 hours) days of sick leave may be accrued. For all employees hired after January 1, 2018, accrued sick leave is lost when employment ceases, including to when the individual is appointed to, or elected by the voters, to a full-time County position. In the case where an employee transfers to a position that does not qualify for benefits, sick time will be lost.

Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

Sick leave shall accumulate for not more than one-hundred twenty-six (126) days.

A doctor's statement and/or completion of Family Medical Leave forms are may be required when more than three (3) consecutive days of sick leave are taken for the same reason. Richland County reserves the right to require a doctor's certificate in any case where sick leave has been or is proposed to be taken.

In the event an employee suffers an injury or illness in the course of performing their duties, the employee may use accumulated sick leave to make up the difference between what the employee receives from Worker's Compensation payments and their regular pay. The employee using sick leave under this section will be charged only for the portion of a full day's sick leave needed to supplement Worker's Compensation to equal the employee's full day's pay. An employee cannot collect more compensation than they would have been paid had he/she been working.

The following 2 paragraphs apply only to employees who were hired by Richland County prior to January 1, 2018. (This benefit is not available to employees hired after December 31, 2017.):

All accrued sick leave is lost when employment ceases, including when the individual is appointed to, or elected by the voters, to a full-time elected County position; exceptions are death, retirement or early retirement.

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 in a lump sum upon death or retirement, A maximum of sixty (60) unused, accumulated sick leave days shall be paid to the employee in a lump sum, at the time of

retirement or death 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 toward health insurance premiums. The employee election provided in this paragraph shall be in writing and shall be submitted to the County Administrator. The employee may not change their election once it has been submitted.

Except as otherwise authorized in special circumstances, a Department Head shall leave a position vacant for such period of time as is necessary to recoup the cost of providing the benefit described in the preceding paragraph.

The following paragraph applies to employees who were hired by Richland County after December 31, 2017:

All accrued sick leave is lost when employment ceases, including when the individual is appointed to, or elected by the voters, to a full-time elected County position. Accrued but unused sick leave is not paid to employees when employment ceases.

In the case where an employee transfers to a position that does not qualify for benefits, sick time will be lost



#### Vacation:

For full-time employees, vacation shall be accrued based upon years of service and may be used as time is accrued after the employee has successfully completed the first six (6) months of employment. Upon hire, each full-time employee shall be given 1 week of vacation. The employee then accrues additional time each payroll based on the following schedule. Accruals are based on 24 pay periods per year. Vacation shall be accrued at the following rate effective 1/1/2023:

of Vacation

Upon hire to 6 months Start of 6th month to 1 year Start of year 1 through year 3 Start of year 4 through year 8 Start of year 9 through year 13 Start of year 14 6 Months of Service 1 Year of Service 5 Years of Service	3.4 hours per payroll 6.7 hours per payroll 3.4 hours per payroll 5 hours per payroll 6.7 hours per payroll 8.4 hours per payroll 1 Week of Vacation 2 Weeks of Vacation 3 Weeks of Vacation
5 Years of Service	3 Weeks of Vacation
10 Years of Service	4 Weeks of Vacation
15 Years of Service	5 Weeks of Vacation

Starting 1/1/2027, employees may carry over all vacation hours accrued during the year, in addition to an extra 40 hours of vacation previously accrued. However, employees are encouraged to use their vacation time regularly throughout the year to support work-life balance. Any hours above and beyond the maximum carry over will be removed from their bank. Months 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.

Current employees will experience these new accruals upon their next anniversary date. There will be no retro-active issue of vacation days based on the new schedule.

Vacation must be used within Eighteen (18) month following the employee's anniversary date. Employees that have reached the 15-year service mark may receive payout of up to one (1) week if not used by the end of the year. that is not used by 18

While vacations may be taken at any time, County employees are required to notify their Department Head of their expected vacation dates as soon as they are known to the employee. All Department Heads shall have the authority to deny a County employee's proposed dates of vacation only if the proposed dates will disrupt the operation of that Department. If duplicate requested dates arise, the employee whose request was made first will be favored. Vacation days may be used singly or all at once. Regular part-time employees who work at least half-time accrue vacation on a pro-rated basis based on number of hours worked. All vacation time must be reported biweekly to the County Administrator's Office.

All vacation time shall be taken in no less than one half (1/2) hour increments, unless otherwise agreed.

Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

Employees who terminate their employment with proper notification or who are laid off will be paid for vacation accrued. previously earned and not received for the current year up to the date of termination on a pre-rated basis. (Resignation/Retirement Section). Employees who have not passed probation, will not receive a payout of vacation. Employees who have been terminated will not be eligible to receive vacation payout unless there is a negotiated settlement in place approved by the Administrator.

Upon retirement, early retirement, separation from employment or death, an employee or beneficiary shall receive payment for unused vacation benefits and this payment will be paid in one lump sum. Unused compensatory time and vacation or sick leave benefits cannot be used to extend out the date of retirement, early retirement or separation.

In the case where an employee transfers to a position that does not qualify for benefits, vacation time will be paid out.

Note: Elected officials are not eligible to receive vacation. Pine Valley - See Addendum for vacation schedule.



# Wage Scale

In 2024, Richland County engaged with DDA Human Resources, Inc. to create a new wage scale that aligned with market wages. Attachment A is the wage scale that was presented to the county and approved by County Board (Resolution No. 24-101.) An annual review of the wage scale shall be conducted to ensure the scale is aligned with market wages and shall be presented to the county board for their approval. Annually, each full-time employee shall move up one step on the wage scale, effective January 1. This will be reflected in first paycheck received in the new year.

Resolution Approving The 2026 Capital Improvement Plan.

WHEREAS the current practice of short-term borrowing has been utilized to complete various capital improvement projects within the county, and

WHEREAS the amount of proposed short-term borrowing for 2026 capital improvement projects is \$1,064,000 (excluding fees) allocated in the following manner:

COC & RIP	25,000
County MIS	80,000
Highway	500,000
Sherrif	209,000
Symons Center	250,000
TOTALS	1,064,000

WHEREAS the Executive and Finance Standing Committee has carefully reviewed the proposed 2026 Capital Improvement Plan, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that the 2026 Capital Improvement Plan is approved as presented, and

BE IT FURTHER RESOLVED that Administrator Clements is directed to initiate the required procedure(s) to utilize short-term borrowing, and

BE IT FURTHER RESOLVED that this resolution should be effective immediately upon passage.

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE		
AYES NOES	(08 JULY 2025)		
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	CRAIG WOODHOUSE	X	
	GARY MANNING	X	
DATED: JULY 15, 2025	MARK GILL	X	
	INGRID GLASBRENNER		
	DAVID TURK	X	
	BOB FRANK	X	
	STEVE WILLIAMSON	X	
	MARC COUEY	X	

## 2026 Capital Improvement Plan

Richland County		
2026 CIP Department List		
DEPARTMENT Short-Term Borrowing 202		
COC & RIP	25,000	
County MIS	80,000	
Highway	500,000	
Sheriff	209,000	
Symons Center	250,000	
TOTALS 1,064,000		

## Proposed 2026 Capital Improvement Plan Projects:

<sup>\*</sup>Technology in small courtroom

<sup>\*</sup>County-wide server refresh

<sup>\*</sup>Highway equipment purchases

<sup>\*</sup>New squad cars and department software

<sup>\*</sup>HVAC replacement for Symons Recreation Complex

A Resolution Confirming the Delegation of Authority for Certain Matters Pursuant to Wis. Stat. § 48.09

WHEREAS Richland County Board previously approved a job description for Corporation Counsel which specifically names "guardianships & protective placement; child protection services matters, including Termination of Parental Rights matters...," and

WHEREAS the County is represented in such matters, enumerated in Wis. Stat. § 48.09, by the District Attorney unless authority over those matters is delegated to Corporation Counsel, and

WHEREAS the Board wishes to make clear its intent that Corporation Counsel represent the interests of the public in such matters,

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that Corporation Counsel shall appear represent the interests of the public in those matters enumerated under Wis. Stat. § 48.09, and

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

VOTE ON FOREGOING RESOLUTION  AYES NOES	RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE (08 JULY 2025)		
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	MARK GILL	X	
COUNTY CLERK	CRAIG WOODHOUSE	X	
	MARC COUEY	X	
DATED: JULY 15, 2025	GARY MANNING	X	
	INGRID GLASBRENNER		
	DAVID TURK	X	
	STEVE WILLIAMSON	X	
	MELVIN FRANK	X	
	STEVE CARROW	X	

Resolution Approving Implementation Of An Employee Assistance Program.

WHEREAS an Employee Assistance Program (EAP) is a work-based intervention program designed to help employees resolve personal problems that may affect their work performance, and

WHEREAS Richland County has never had an EAP, and

WHEREAS due to the nature of the work that many county employees engage in (law enforcement, EMS, social workers, end of life care) this would bring a great benefit to all employees, and

WHEREAS this support will ensure that Richland County employees have access to services that will support their mental well-being and allow them to be available to do their job in the more effective and efficient way possible, and

WHEREAS the proposed implementation date is August 1, 2025 and

WHEREAS costs for the 2025 will be paid from Fund 93 and future years will be paid from Fund 10, and

WHEREAS the Executive and Finance Standing Committee carefully reviewed the recommendation, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted to implement the Employee Assistance Program effective August 1, 2025, and

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

VOTE ON FOREGOING RESOLUTION  AYES  NOES	RESOLUTION OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE (08 JULY 2025)		
11125	(00,001	1 2023)	
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	CRAIG WOODHOUSE	X	
	GARY MANNING	X	
DATED: JULY 15, 2025	MARK GILL	X	
	INGRID GLASBRENNER		
	DAVID TURK	X	
	BOB FRANK	X	
	STEVE WILLIAMSON	X	
	MARC COUEY	X	



# Employee Assistance Program Proposal

Presented by: Logan Ripley, Business Development Manager June 16<sup>th</sup>, 2025





# A Quality Employee Assistance Program for Organizations Who Truly Care About Their Employees

We help lift the mental health burdens that hold employees and their families back from their full potential. Because the most successful companies have employees who bring their whole selves to work.

#### About ERC: Counselors & Consultants:

At ERC: Counselors & Consultants, we share a passion for helping people with their mental health—it's core to our services and our uniting mission. Since its inception in 1992, ERC has partnered with organizations throughout Wisconsin and the Midwest to enhance the mental health of employees, improve business performance, and strengthen communities.

ERC: Counselors & Consultants is Wisconsin's premier mental health benefit.





Because a trusted partner means peace of mind, knowing your employees are taken care of and you have a resource to rely on

#### Leaders Hotline

Telephonic support line for company leaders and human resources to consult with our Customer Care Team on handling difficult employee issues (e.g., performance concerns related to mental health issues). Unlimited access to the Leaders Hotline included.

#### Supervisory Referral Program

A program for leaders and human resources to formally refer employees to the EAP as a means of addressing personal and mental health issues that negatively impact workplace performance and productivity.

#### **Dedicated Account Manager**

A dedicated account manager to engage your organization and partner strategically to leverage your participation in the EAP benefit.

#### **EAP Promotional Materials**

Printed and digital promotional materials (e.g., one-panel brochure, wallet cards, magnets, posters, and flyers) available for employers to communicate the benefit to employees. Monthly newsletters, *The EAP Connection* and *Frontline Supervisor*, to distribute as a resource for employees and reminder of the EAP.

#### Utilization Reporting and Program Development

Annual strategic development meeting focused on driving EAP awareness, access, and utilization.

#### EAP as a Management Tool (EMT) Training

A training program for leaders and human resources to learn about the EAP, the referral process (including formal supervisory referrals), and best practices for promoting the EAP to employees.





Because breaking down barriers to care means more employees get the help they need, when they need it

#### Quick Access

Initial counseling appointment normally offered within days of a first call.

#### Face-to-face and Virtual Counseling

Emphasis on face-to-face counseling with telephonic and video options (depending on location / availability) to meet the needs of diversely located employees.

#### Real-Time Customer Care Team

One number for employees to call to access the Employee Assistance Program, and it's answered by a trained Customer Care Team member.

#### Employee Assistance Program (EAP) Orientation Training

A training program for employees that explains the EAP benefit, why employees use it, what services are available, and how to access it. Training offered by on-demand video.

#### In-the-Moment Mental Health Support Line

Our 24/7/365 in-the-moment support line for employees and their families to access telephonic mental health support with master's-level counselors. Follow-on care provided after the initial call when needed. Unlimited in-the-moment support calls included.





Because knowledgeable counselors with enough sessions are key to resolving issues and helping employees reach their full potential

#### **Skilled Counselors**

Our direct ERC counselors are trained in short-term EAP models, have a master's degree in the mental health field, and receive more than 100 hours of continuing education annually.

#### **Robust Session Models**

Enough counseling sessions per issue provided through the EAP.

#### **Proprietary Nationwide Network**

Counseling services accessible throughout the continental United States with our proprietary network of more than 1,000 contracted counselors held to our high standards of care.

#### Case Management Services / Bridge Care Services

Personal, telephonic, and written communications with clients, referral agents, and community resources to ensure coordination of care and seamless transitions.



The Employee Assistance Program covers all employees (full-time and part-time), their spouses, their dependents, and their immediate household members.

8 Sessions per Issue

\$2.58 PEPM

#### Ancillary Services (Available for an additional fee):

#### Critical Incident Response

Guidance and resources for leadership and employees to address and process tragic workplace incidents (e.g., death of a coworker, violence at work, etc.). Support is customized to the employer and can include leadership consultations, group debriefs, one-on-one on-site counseling, and/or resource materials.

#### Online Work-Life Resource

Proprietary online wellness portal for employees which includes webinars, on-demand videos, articles, and more on topics such as mental health, legal, and financial, as well as an employee discount program. The online work-life resource can be added to the agreement at an additional cost.

Other ancillary service pricing is available upon request.



Resolution Approving The Sale Of Platinum From The Campus.

WHEREAS the platinum items from the campus are of no use to the county, and

WHEREAS the platinum items have been evaluated with an estimated value of \$1,347.52 as of June 17, 2025, 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 approval is hereby granted to sell the platinum items from the campus, and

BE IT FURTHER RESOLVED that the proceeds from the sale of the platinum items be deposited into Fund 32, 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		
AYES NOES	(02 JULY 2025)		
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	GARY MANNING	X	
	INGRID GLASBRENNER	X	
DATED: JULY 15, 2025	DAVID TURK	X	
	BOB FRANK	X	
	STEVE WILLIAMSON	X	

#### ORDINANCE NO. 25 - 17

#### PAYMENT WITH COINS OR TAINTED CURRENCY.

- (1) County employees or officers shall not be required to accept more than one (1) dollar in coins as payment of a fee or other financial obligation owed to the county.
- (2) County employees or officers shall not be required to accept as payment of a fee or other obligation owed to or collected by the county any currency or coin which has been soiled, contaminated, tainted or polluted with any human or animal bodily secretions, or any other substance that may pose a risk to public safety or human health.

DATED: JULY 15, 2025 PASSED: JULY 15, 2025 PUBLISHED: JULY 24, 2025 ORDINANCE OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE (08 JULY 2025)

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

#### ORDINANCE NO. 25 - 18

#### UNDERPAYMENTS AND OVERPAYMENTS.

The purpose of this Ordinance shall be to establish a procedure for dealing with underpayments and overpayments per §59.54 (24)(b), Wis. Stats. Overpayment of Real Property Tax. Unless otherwise provided by law, the County may retain overpayments of real property tax when the overpayment is five dollars (\$5.00) or less, unless such refund is specifically requested in writing within sixty (60) days of the date of the original payment of the charge. The said overpayment of five dollars (\$5.00) or less shall be retained by the County Treasurer and remitted to the general fund. Underpayments of Real Property Tax. Unless otherwise provided by law, if a person makes a payment for real property tax which constitutes an underpayment of not more than 1.00 dollar (\$1.00) on the First Installment, the remainder will be added to Second Installment. If full amount is not paid by the end of the collection cycle, underpayments of not more than one dollar (\$1.00) may be waived when the administrative cost of collection would exceed the amount of underpayment.

DATED: JULY 15, 2025 PASSED: JULY 15, 2025 PUBLISHED: JULY 24, 2025 ORDINANCE OFFERED BY THE EXECUTIVE & FINANCE STANDING COMMITTEE (08 JULY 2025)

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

#### ORDINANCE NO. 25 - 19

#### DISHONORED CHECKS.

County departments accepting checks are hereby authorized to charge a fee of twenty-five dollars (\$25.00) for all checks returned due to insufficient funds or where a stop payment order has been issued. Departments are authorized to refuse to accept a check from any person who has an outstanding obligation to pay the fee assessed by this section. Departments may also apply any future payments from any person owing a fee to the fee first and then to the obligation intended to be paid; however, the person making the payment shall be notified that a balance remains due the County because of the application of the payment to the fee.

DATED: JULY 15, 2025 ORDINANCE OFFERED BY THE EXECUTIVE & PASSED: JULY 15, 2025 FINANCE STANDING COMMITTEE PUBLISHED: JULY 24, 2025 (08 JULY 2025)

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

Resolution Approving Free Admission To Richland County Fairgrounds For The Annual County Fair.

WHEREAS free admission to the Richland County Fairgrounds during the Richland County Fair is advantageous to Richland County residents and all of those involved, and

WHEREAS free admission may increase attendance at the Richland County Fair and the corresponding events and provide the community with an increased opportunity to attend, and

WHEREAS the lack of volunteer staff has made it difficult in recent years to collect the admission fee at the entry to the fairgrounds, and

WHEREAS admission will be charged for certain grandstand events within the fairgrounds during the annual County Fair, and

WHEREAS a possible reduction in revenues may occur because of no admission being charged, and

WHEREAS a possible increase in expenses may occur because of reduced revenues being collected, and

WHEREAS petty cash is still needed to fund general operations of the fair and will be returned to the General Fund in full after the fair is over, and

WHEREAS the Public Works Standing Committee has carefully reviewed this proposal, and

NOW THEREFORE BE IT RESOLVED by the Richland County Board of Supervisors that approval is granted for free admission to the Richland County Fairgrounds for the annual County Fair, and

BE IT FURTHER RESOLVED the resolution be effective upon passage.

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE PUBLIC WORKS STANDING COMMITTEE (10 JULY 2025)		
YES NOES			
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE CARROW	X	
COUNTY CLERK	GARY MANNING	X	
	CHAD COSGROVE	X	
DATED: JULY 15, 2025	KERRY SEVERSON	X	
	STEVE WILLIAMSON	X	
	MARC COUEY	X	
	DANIEL MCGUIRE		

Resolution To Pay The Bills To The Richland County Snowmobile Alliance And The Hillsboro Trail Blazers From The 2024-25 Snowmobile Maintenance Grant.

WHEREAS State funds are available to counties in Wisconsin for the maintenance and grooming of state snowmobile trail under the County Snowmobile Trail Aids Program which is administered by the State Department of Natural Resources (DNR) and

WHEREAS the Richland County applied for and received the grant, and

WHEREAS the Richland County Snowmobile Alliance, Hillsboro Trail Blazers, grooming and nongrooming hours eligible for payment of \$14223.85, and

WHEREAS Rule 14 of the Rules of the Board provides that the County Board approval is required for any expenditures over \$10,000.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that approval is hereby granted to pay the bills from the Richland County Snowmobile Alliance and Hillsboro Trail Blazers for grooming and non-grooming hours through the 2024-25 Snowmobile Maintenance grant, and

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

VOTE ON FOREGOING RESOLUTION	RESOLUTION OFFERED BY THE PUBLIC WORKS STANDING COMMITTEE (10 JULY 2025)		
AYES NOES	`	,	
RESOLUTION		FOR	AGAINST
DEREK S. KALISH	STEVE WILLIAMSON	X	
COUNTY CLERK	KERRY SEVERSON	X	
	MARC COUEY	X	
DATED: JULY 15, 2025	CHAD COSGROVE	X	
	GARY MANNING	X	
	STEVE CARROW	X	
	DAN MCGUIRE		