

**Richland County
Executive & Finance Standing Committee**

Date Posted: February 4, 2025

NOTICE OF MEETING

Please be advised that the Richland County Executive & Finance Standing Committee will convene on Tuesday, February 11, 2025 at 5 PM in the Richland County Board Room of the Courthouse located at 181 West Seminary Street, Richland Center, WI 53581.

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

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

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

AGENDA

1. Call To Order
2. Roll Call
3. Verification Of Open Meetings Law Compliance
4. Approval Of Agenda
5. Approval Of Minutes From The January 27, 2025 Meeting
6. Public Comment
7. Reports
 - A. Interim County Administrator Report
8. Discussion & Possible Action: Resolution Approving A New Collective Bargaining Agreement With The Richland County Deputy Sheriff's Association, WPPA (The Union)
9. Discussion & Possible Action: Approval Of Short-Term Rental Ordinance
10. Review Of Access And Organization Of Files Available Electronically To County Board Supervisors
11. Discussion & Possible Action: Creation Of Contingency Resources For The Interim Administration Team
12. Discussion & Possible Action: Discussion Of Timeline For Update Of County's Strategic Plan
13. Closed Session: The Chair May Entertain A Motion To Enter Closed Session Pursuant To Wis. Stat, Sec 19.85(1)(C): Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governmental Body Has Jurisdiction Or Exercises Responsibility: Succession Planning For Vital County Positions
14. Return To Open Session
15. Possible Action On Items From Closed Session
16. Correspondence
17. Future Agenda Items
18. Adjourn

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

Derek S. Kalish
County Clerk

Richland County Executive & Finance Standing Committee

January 27, 2025

The Richland County Executive & Finance Standing Committee convened on January 27, 2025 in person and virtually at 5:00 PM in the County Boardroom of the Richland County Courthouse.

Call To Order: Committee Vice Chair Turk called the meeting to order at 5:03 PM.

Roll Call: Deputy Clerk Hege conducted roll call. Committee members present: Steve Carrow, Ingrid Glasbrenner, Craig Woodhouse, David Turk, Marc Couey via WebEx. Committee member(s) absent: Gary Manning, Mark Gill, Melvin “Bob” Frank, and Steve Williamson.

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

Approval Of Agenda: Motion by Glasbrenner, second by Woodhouse to approve agenda. Motion carried and agenda was approved.

Approval Of Minutes From` The January 14, 2025 Meeting: Committee Vice Chair Turk asked if there were any corrections or amendments to the minutes from the January 14, 2025 meeting. Hearing none, Committee Vice Chair Turk declared the minutes from the January 14, 2025 meeting approved as published.

Public Comment: None

Reports:

A. Tax Deed Properties: Corporation Counsel Attorney Windle gave a brief report on a property seized by the county. Attorney Windle briefly reviewed the legal process that was started to deal with the occupant of the property and the actions taken in regards to complaints from the neighbors of the property. Brief discussion ensued.

Discussion & Possible Action: Update On Ethics Board: Corporation Counsel Windle gave an update on the work being done on the creation of an ethics ordinance. Corporation Counsel Windle asked the committee for direction on whether the employee portion should be part of the ordinance or part of an employment policy. Extensive discussion ensued. Consensus from the committee was to have the portion of the ethics ordinance pertaining to employees be part of an employment policy. Attorney Windle reviewed the guidance received from the committee as to the structure of the ethic board being as follows: members would be appointed by the Committee on Committees, consist of five members and one alternate, one member shall be an attorney or someone trained in the process of judicial or quasi-judicial proceedings, no employees, officials, or anyone who receives the majority of their income from the county allowed to serve. Discussion ensued.

Correspondence: None.

Future Agenda Items:

Discussion & Possible Action: Review Of Access And Organization Of Files Available Electronically To County Board Supervisors – Carrow/Turk

Richland County
Executive & Finance Standing Committee

Discussion & Possible Action: Creating Of Contingency Resources For The Interim Administration Team – Turk

Discussion & Possible Action: Discussion Of Timeline For Update Of County's Strategic Plan – Glasbrenner/Turk

Adjourn: Committee Vice Chair Turk entertained a motion to adjourn. Motion by Carrow, second by Glasbrenner to adjourn. Motion carried and meeting adjourned at 5:28 p.m.



Myranda H. Hege
Deputy County Clerk

DRAFT

Executive & Finance Standing Committee

Agenda Item Cover

Report: Continuation of contract with Maximus US Services, Inc. (“Maximus”) for 2024-2026 Cost Allocation Plan services.

Department	County Administrator	Presented By:	Derek S. Kalish
Date of Meeting:	02-11-2025	Action Needed:	Not Applicable
Disclosure:	Service Agreement	Authority:	Section IV (B)(3) Procurement Policy
Date submitted:	02-03-2025	Referred by:	Derek S. Kalish
Action needed by no later than (date)	Not Applicable	Resolution	Not Applicable

Background: Maximus has provided cost allocation planning services to Richland County since 2013. As noted in the scope of services outlined by Maximus in Exhibit A (attached), Maximus “shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer outside-funded federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel data processing, etc.” The Cost Allocation Plans for 2024, 2025, and 2026 will be based on the corresponding financial year-end data for 2024, 2025, and 2026. Various departments within the county use these plans for funding, reporting, and reimbursement purposes.

Attachments and References: Vendor Letter & Service Agreement

Financial Review:

*3-year contract terms April 15, 2025 – March 31, 2028

Payment Terms:

FY 2024 Plan: \$4,100.00

FY 2025 Plan: \$4,100.00

FY 2026 Plan: \$4,250.00

Total 3-year Contract: \$12,450.00

(please check one)

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	10.5159.0000.5258
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		



Interim County Administrator, Derek S. Kalish



January 14, 2025

Derek Kalish
County Clerk
181 West Seminary Street
Richland Center, WI 53581

Dear Derek Kalish:

Maximus US Services, Inc. is pleased to submit the attached contract. You may return the contract by e-mail or USPS. Instructions for both are provided below.

E-mail Return

Scan the signed contract to ConsultingContracts@maximus.com. We will return a fully executed scan to the e-mail address from which it was received, or an alternate provided by the Client.

USPS

If you require an original hard copy of the fully executed contract sign and return via regular mail to:

Maximus US Services, Inc.
Shared Services Center
CONTRACTS
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236

Maximus will return the document to the address noted in the contract unless otherwise instructed. Please provide a contact name to receive the package.

Please feel free to contact me at 217.416.0433 or michaelholmes@maximus.com. We look forward to continuing our work with Richland County, Wisconsin.

Sincerely,

A handwritten signature in blue ink that reads "Michael Holmes".

Michael Holmes
Associate Managing Director
Maximus US Services, Inc.

MH/tmd

Attachment - Contract

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this April 15, 2025 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Richland County, Wisconsin, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1. Scope of Services

Contractor will perform in a professional manner the Services detailed in Exhibit A.

2. Term

This Agreement commences on the Effective Date and remains in effect until March 31, 2028, unless earlier terminated in accordance with Section 4. The parties may mutually agree to extend this Agreement for two additional one-year period, pursuant to an amendment duly signed by both parties.

3. Compensation.

Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. Termination.

Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any of the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.

- a. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.
- b. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. Invoicing and Payment.

Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. Data Accuracy.

Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.

7. Records and Inspections.

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. Warranties.

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

9. Client Representations & Warranties.

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. Ownership of Intellectual Property.

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. Compatible Platforms/Hardware.

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. Copyright for Contractor's Proprietary Software.

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to

provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

13. Contractor Liability if Audited.

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. Indemnification.

To the extent allowed by law, each party (an "Indemnifying Party") will defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

15. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$12,450.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

For Maximus:

Alison Yeakey

Consultant

808 Moorefield Park Drive, Suite 205,
Richmond, VA 23236

For Richland County, Wisconsin:

Derek Kalish

County Clerk

181 West Seminary Street, Richland
Center, WI 53581

Phone: 804.323.3535

Phone: 608.647.2197

Fax: 703.251.8240

Fax:

Email: alisonyeakey@maximus.com

Email: derek.kalish@co.richland.wi.us

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

17. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

18. Miscellaneous.

There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.

- c. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.
- d. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.
- e. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- f. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.
- g. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Contractor rejects, and in the future is deemed to have rejected, any purchase

order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

- h. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- i. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- j. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.

Richland County, Wisconsin

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A
Scope of Services & Compensation
WI CO Richland CAP 24-26
SCOPE OF SERVICES:

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

Description of Services:

2024

- a) The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer outside-funded federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the year 2024.

2025

- a) The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer outside-funded federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the year 2025.

2026

- a) The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer outside-funded federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the year 2026.

2024-2026

- b) Negotiation of the completed cost allocation plan with the appropriate Federal and State representatives that may be required.
- c) Consultant shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client.

COMPENSATION:

For Services provided as set forth above, in this Exhibit A, Client agrees to pay Contractor compensation in the amount of Twelve Thousand Four Hundred and Fifty Dollars (\$12,450).

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Fiscal Year 2024	\$4,100
Fiscal Year 2025	\$4,100
Fiscal Year 2026	\$4,250

AGREEMENT

between

RICHLAND COUNTY, WISCONSIN

and

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

2025-2027

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ARTICLE I - AGREEMENT

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

ARTICLE II - INTENT AND PURPOSE

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

ARTICLE III - UNION RECOGNITION, BARGAINING UNIT AND DUES

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

3.02 Dues Deduction:

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

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

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

ARTICLE IV - MANAGEMENT RIGHTS

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

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

ARTICLE V - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

5.03 Arbitration:

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

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

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

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

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

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

ARTICLE VI - SENIORITY

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

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

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

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

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

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

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

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

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

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

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

6.08 (omitted)

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

ARTICLE VII - HOLIDAYS

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

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

ARTICLE VIII - VACATIONS

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

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

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

8 hour schedule:

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

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

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

ARTICLE IX - SICK LEAVE

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

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

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

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

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

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

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

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

ARTICLE X - INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI - LIFE INSURANCE

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

ARTICLE XII - WISCONSIN RETIREMENT FUND

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

ARTICLE XIII - STRIKE OR LOCKOUT

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

ARTICLE XIV - HOURS OF WORK, WAGES AND CLASSIFICATION

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

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

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

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

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

Swing Shift: Works the shift of the person off.

Shift assignments will be awarded based on department seniority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Road Patrol - Order-in procedures will follow as:

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

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

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

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

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

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

ARTICLE XV - LONGEVITY

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

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

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

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

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

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

ARTICLE XVI - UNIFORM ALLOWANCE

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

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

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

ARTICLE XVII - UNION ACTIVITY

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

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

ARTICLE XVIII - MISCELLANEOUS

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

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

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

18.04 (omitted)

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

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

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

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

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

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

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

ARTICLE XIX - BEREAVEMENT LEAVE

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

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

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

ARTICLE XX - LEGAL AGREEMENT

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

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

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

ARTICLE XXI - DURATION

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

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

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

FOR THE COUNTY:

FOR THE ASSOCIATION:

FOR THE WPPA/LEER:

SCHEDULE A

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

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

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

2025 SCHEDULE A

2025 Wage Scale

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

Grade 13 includes Road Patrol Deputies

Grade 16 includes Patrol Sergeant and Investigator

2026 SCHEDULE A

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

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

Grade 13 includes Road Patrol Deputies

Grade 16 includes Patrol Sergeant and Investigator

2027 SCHEDULE A

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

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

Grade 13 includes Road Patrol Deputies

Grade 16 includes Patrol Sergeant and Investigator

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

RESOLUTION NO. 25 - XX

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

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

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

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

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

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

VOTE ON FOREGOING RESOLUTION

AYES _____ NOES _____

RESOLUTION OFFERED BY THE EXECUTIVE &
FINANCE STANDING COMMITTEE
(11 FEBRUARY 2025)

RESOLUTION _____

FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

DATED: FEBRUARY 18, 2025

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

Ordinance **XXX**. Short-Term Rentals

§ XXX-1. Purposes.

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

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

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

§ XXX-2. Definitions.

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

DWELLING UNIT

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

ENTITY

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

~~NATURAL~~ RESOURCE STANDING COMMITTEE

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

LICENSE

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

2 YEAR LICENSE

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

HOTELS AND MOTELS

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

OCCUPANT

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

PERSON

An individual, group of individuals, or an entity.

PROPERTY MANAGER

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

PROPERTY OWNER

The owner of a short-term rental.

RENEWAL LICENSE

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

SHORT-TERM RENTAL

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

TOURIST ROOMING HOUSE

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

ZONING DEPARTMENT

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

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

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

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

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

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

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

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

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

- A. All applications for a short-term rental license shall be filed with the Zoning Department on forms provided by the Department. Applications must be filed by the property owner or the property manager. No license shall be issued unless the completed application form is accompanied by payment of the required application fee, which fee shall be nonrefundable.
- B. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with all requirements of this chapter, including, but not limited to, § XXX-8:
 1. The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available. If the property owner is also acting as the property manager, then the application shall include mailing address, physical address (if different from mailing address) and a telephone number at which the property owner shall respond to inquiries within a reasonable length of time. Including a brief description of the unit and maximum occupancy allowed.
 2. A copy of a most recent completed State Lodging Establishment Inspection form.
 3. A copy of the state of Wisconsin tourist rooming house license issued under Wis. Stats. § 97.605; or proof that such state license has been applied for, in which event a provisional short-term rental license may be issued under this chapter for a period of 90 days but shall be conditioned upon the Zoning Department's receipt of a copy of such state license from the applicant within said ninety day period, and if a copy of such state license is not received by the Zoning Department within said period, then such provisional license shall expire and be void at and after the end of said ninety day period.
 4. Designation of a property manager, unless the property owner is acting as the property manager, with contact information, including mailing address, physical address (if different from mailing address) and a telephone number at which the property manager shall respond to inquiries within a reasonable length of time, and an affirmative statement that the property manager is authorized to act as agent and as the local contact person for the property owner with respect to operation of the short-term rental, including taking remedial action and promptly responding to any violation of this chapter or the County Ordinance relating to the licensed premises, and receiving service of notice of violation of this chapter's provisions.
 5. Written certification by the property owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations.
- C. Unless earlier revoked, each license period shall run from July 1 of one year to June 30 of the next year and may be renewed for additional one-year period. The application fee shall be paid upon filing of the application. Any application that does not include all of the information and supporting documentation required by this chapter shall not be considered as complete.

- D. When the Zoning Department determines that an application is complete and meets the requirements of this chapter, the Zoning Department shall approve the application and issue a short-term rental license (or, if applicable, a provisional short-term rental license) to the applicant. If the Department determines that the application is incomplete or does not meet the requirements of this chapter, the Department shall deny the application and inform the applicant, in writing, of the reason(s) why the application was denied and what action is needed to obtain approval of the application. The Zoning Department may be lenient in allowing applicants to fix issues within 14 days when an application is deemed incomplete or information was missing, without applicant needing to re-apply and pay an additional application fee.
- E. If the short-term rental property has outstanding fees, taxes, special charges or forfeitures owed to Richland County this may be a factor in whether or not the application will be approved. The Zoning Department may refuse to issue or renew a short-term rental license for any property or owner-applicant that has violated this Chapter any time within a period of twelve (12) months prior to the date of the permit application or if the property has had three (3) or more calls for law enforcement services leading to formal written violation or arrest in a twelve (12) month period. Law enforcement calls from potentially unreasonable neighbors which do not lead to formal written violation or arrest cannot and will not be used to deny renewal applications.
 - 1. No short-term rental license (or, if applicable, a provisional short-term rental license) shall be issued if the applicant or short-term rental property is found to be subject to one of the grounds for revocation as provided in § XXX-8C.
- F. A short-term rental license is nontransferable and shall expire upon a transfer of legal control of the tourist rooming house property. The holder of any permit or license shall promptly notify the Zoning Department in writing of any transfer of the legal control of any property covered by the permit. A transfer of property to an entity or trustee shall not be considered a transfer of legal control as long as the owner(s) continue to have majority control of the entity or are trustees of the trust with control of the property; however, such new form of ownership shall be identified on any permit renewal application after such transfer. No refunds will be issued.

§ XXX-6. Annual Renewal.

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

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

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

§ XXX-7. Display of permit.

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

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

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

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

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

§ XXX-9. Penalties.

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

§ XXX-10. Fees.

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

Simultaneous to adoption of this ordinance, the prior Richland County ordinance shall be revoked which required tourist boarding houses to pay \$500.00 to obtain a conditional use permit (CUP) or pay \$500 to be granted commercial zoning approval. To acknowledge and reward compliant short-term rental property owners who have previously paid \$500.00 for either conditional use permit (CUP) or commercial zoning approval, the **initial** short-term rental license application fee shall be waived and considered paid-in-full for only these previously compliant property owners. Thereafter, these property owners too shall be required to pay renewal application fees biennially as provided in **§ XXX-6**.

§ XXX-11. Severability.

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