



## **OFFICIAL PUBLIC NOTICE**

### **MEETING OF THE FINANCE COMMITTEE**

TUESDAY, SEPTEMBER 02, 2025 AT 5:30 PM

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COUNCIL ROOM, MUNICIPAL BUILDING, 450 S. MAIN ST., RICHLAND CENTER, WI 53581

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**TEAMS:** [bit.ly/RCTeamsMeeting](https://bit.ly/RCTeamsMeeting)

### **AGENDA**

**CALL TO ORDER** *Roll Call for the meeting, determine whether a quorum is present; determine whether the meeting has been properly noticed.*

**APPROVAL OF MINUTES** *Motion to waive the reading and approve the minutes of the last meeting.*

1. Previous Meeting Minutes

### **PAYMENT OF BILLS**

2. Bills for Approval

### **TREASURER'S REPORT**

3. City and City Utilities Treasurer's Report

### **ECONOMIC DEVELOPMENT DIRECTOR'S REPORT**

### **DISCUSSION AND ACTION ITEMS**

4. Consider approval of contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026
5. Revised Agreement for Symons Recreation Complex
6. Stori Field Pre-Development Agreement
7. Cobblestone Hotels Incentive Package
8. Wisconsin Surplus Auction Reserve Pricing

**SET NEXT MEETING DATE** - *October 7th*

### **ADJOURNMENT**

Posted this 29th day of September, 2025 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

PLEASE NOTE: That upon reasonable notice, a minimum of 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact Ashley Oliphant, City Administrator at 450 S. Main St., Richland Center, WI. 53581 or call 608-647-3466. Notice is hereby given that the council members who are not members of this committee may attend this meeting so as to constitute a quorum of the city council. Any such council member attendance will be for information gathering, discussion, and/or related purposes and will not result in the direct decision making by the city council at the committee meeting. The City of Richland Center is an equal opportunity employer, provider, and lender.



## MINUTES OF THE FINANCE COMMITTEE

TUESDAY, AUGUST 05, 2025 AT 5:00 PM

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COUNCIL ROOM, MUNICIPAL BUILDING, 450 S. MAIN ST., RICHLAND CENTER, WI 53581

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**CALL TO ORDER:** Meeting was called to order at 5:00 PM. Members present were Karin Tepley, and Melony Walters. Absent: Ryan Cairns.

**APPROVAL OF MINUTES:** Motion by Walters to waive the reading of the July 1, 2025 Finance Committee minutes and approve them as presented. Seconded by Tepley. Motion roll call vote carried 2-0.

**PAYMENT OF BILLS:** Motion by Tepley to approve the August 5, 2025 bills as presented. Seconded by Walters. Motion carried by roll call vote 2-0.

**TREASURER'S REPORT:** Financial Officer Misty Molzof provided a summary of the City's revenue and expenditure activity through mid-year, noting overall spending is within expected ranges of approximately 50-55% of the budget.

**ECONOMIC DEVELOPMENT DIRECTOR'S REPORT:** Director Jasen Glasbrenner reported continued progress on several key projects, including the Lamont Subdivision, Hive Drive improvements, and the Jefferson Street Project, while removing focus on Starlite Drive due to unresolved deed restrictions. A pre-construction meeting was held for Panorama Estates, with construction expected to begin in late August or early September. He also noted ongoing incentive discussions with Cobblestone Hotel and updates on CDI grants, including the final draw for Los Amigos, continued work with Wild Honey Collective, and renewed discussions with the AD German Warehouse.

### DISCUSSION AND ACTION ITEMS

**Resolution #2025-08, A Resolution Designating Public Depositories and Authorizing Withdrawal of City Monies:** Financial Officer Misty Molzof presented Resolution 2025-08, a routine annual resolution designating authorized public depositories for City funds. She noted this resolution should be approved annually at the organizational meeting but was brought forward at this time to ensure proper designation of banks currently in use. Motion by Alderperson Tepley to recommend to Council the adoption of Resolution 2025-08 A Resolution Designating Public Depositories and Authorizing Withdrawal of City Monies. Seconded by Alderperson Walters. Motion carried unanimously.

**Resolution #2025-09, A Resolution Designating Signers on City Bank Accounts:** Financial Officer Misty Molzof presented Resolution 2025-09, designating authorized signers on City bank accounts. The resolution ensures appropriate individuals are identified to sign and manage city funds in accordance with established financial procedures. Motion by Alderperson Tepley to recommend to Council the adoption of Resolution 2025-09 A Resolution Designating Signers on City Bank Accounts. Seconded by Alderperson Walters. Motion carried unanimously.

**Authorize Treasurer and/or City Administrator to Execute Banking Transactions:** Financial Officer Misty Molzof requested authorization for the Treasurer and/or City Administrator to execute banking transactions, including transferring funds between City accounts to optimize interest earnings. This authorization eliminates the need for individual approvals per transaction. Motion by Alderperson Walters to authorize the Treasurer and/or City Administrator to transfer funds among City Bank Accounts to optimize interest returns and consolidate superfluous accounts, executing these actions as necessary to advance the City's financial interests. Seconded by Alderperson Tepley. Motion carried unanimously.

**Fire Protection Services Contract:** Administrator Ashley Oliphant provided an overview of the current Fire Protection Services Contract, originally executed in 2003 and amended in 2013 and 2022. The most recent amendment, which was not reviewed or adopted by the Common Council, reduced the City's payment window to the Fire Department from 60 to 30 days, creating billing and collection challenges. Oliphant noted that although the Rural Fire District Board has opted not to pursue additional changes at this time, the contract contains outdated provisions, lacks clarity regarding voting authority, and does not include mechanisms for dispute resolution or regular review. Concerns were raised regarding the financial and administrative burdens placed on the City, particularly when payments from third parties are delayed or uncollectible, as well as inconsistencies between the contract language and the current board's operating practices. The committee agreed that a comprehensive review is needed and supported the review efforts already underway by Attorney Michael Windle, who represents several participating townships. Motion by Alderperson Walters to direct Attorney Windle to review the Fire Protection Services Contract and report to the Finance Council an update within 60 days. Seconded by Alderperson Tepley. Motion carried unanimously.

**Request for Additional Funding for Municipal Building Generator:** Administrator Oliphant presented a request for additional funding related to the municipal building generator project. Following previous Finance Committee discussion, updated information was provided regarding the need for a larger generator than originally specified. The initial load calculations used to determine generator size were determined to be inaccurate. After further review with City Utilities staff, the contractor Scotty Wallace, unilaterally procured a properly sized generator. The Utility Commission reviewed the revised project scope and approved its share of the additional expense. The total additional cost to the City is \$4,083.52. Funding is proposed to come from the unallocated contingency fund, which currently has sufficient balance. Motion by Alderperson Tepley to recommend to the Common Council approval of the additional expenditure of \$4,083.52 for the purchase and installation of a generator for the Municipal Building from unallocated contingency fund. Seconded by Alderperson Walters. Motion carried by roll call vote 2-0.

**Contract with SWWRPC for GIS Study:** Administrator Oliphant presented a request to contract with the Southwest Wisconsin Regional Planning Commission (SWWRPC) to conduct a Geographic Information System (GIS) planning study. The City was awarded an Innovation Planning Grant in the amount of \$34,559.73 to fund this project. The purpose of the study is to evaluate current GIS practices and utilization by both the City and Richland County, identify opportunities for collaboration, streamline GIS systems, and improve data management. The study will review foundational GIS services provided by the County, such as parcel mapping, and assess City-specific layers including utilities and infrastructure. Oliphant noted that the City currently contracts with multiple providers for GIS services, including Town & Country Engineering and SWWRPC, while the County contracts with MSA. The study will explore whether efficiencies or improved coordination can be achieved, potentially resulting in a shared service model or consolidated GIS provider. Motion by Alderperson Tepley to recommend to the Common Council to approve the execution of a contract with Southwestern Wisconsin Regional Planning Commission for a GIS study fully funded by an Innovation Planning Grant. Seconded by Alderperson Walters. Motion carried by roll call vote 2-0.

**Request for Crane Repair (Streets):** Director Jason Glasbrenner presented a time-sensitive request to authorize repairs to the overhead crane at the Public Works Street shop. The crane, used for lifting heavy equipment such as salt boxes and sanders, requires safety maintenance. The repair cost is quoted at \$3,390, with authorization requested not to exceed \$4,000. The request was reviewed and supported by Public Works Committee Chair Ron Fruit. Motion by Alderperson Walters to recommend to Common Council the approval of the repair of the crane at the Public Works Street garage, at a cost not to exceed \$4,000.00. Seconded by Alderperson Tepley. Motion carried by roll call vote 2-0.

**Legal Services Contract Renewal:** Administrator Ashley Oliphant presented the proposed renewal of the City's legal services agreement with Abt Swayne Law, LLC, represented by Attorney Michael Windle. The contract includes an hourly rate increase from \$150 to \$175, effective upon renewal. The Personnel Committee previously reviewed and recommended approval, noting that the rate remains well below market averages and that legal expenses have

consistently remained under budget. Motion by Alderperson Tepley to recommend to the Common Council the renewal of the Legal Services Agreement. Seconded by Alderperson Walters. Motion carried unanimously.

**Revised Agreement for Symons Recreation Complex:** Administrator Oliphant presented a draft revision of the Symons Recreation Complex Operating Agreement, prepared by the Natatorium Board and Attorney Windle. While the draft modernizes formatting and clarifies board structure, concerns were raised regarding key provisions—particularly the City’s financial obligations. The proposed language continues to require the City to pay 50% of all operating costs without limitation, including unanticipated overages, and lacks alignment with the City’s financial policies, especially regarding over-budget spending and emergency expenditures. Given the City’s receipt of a state-funded planning grant to evaluate the long-term sustainability of the facility, committee members agreed that adopting a revised agreement at this time may be premature. Motion by Alderperson Tepley to request reconvening the City/County Ad Hoc Committee for further contract review. Seconded by Alderperson Walters. Motion carried unanimously.

**Tourism Streaming Advertising with Gray Media:** Administrator Oliphant presented a request from the Tourism Commission to allocate an additional \$5,000 for continued digital streaming advertising with Gray Media through the end of September. Tourism Commissioner Karen Tepley affirmed the Commission’s recommendation to proceed with the expenditure which was not included in the 2025 budget. While the cover sheet referenced \$53,000 in unallocated room tax funds, Financial Officer Misty Molzof clarified that approximately \$20,000 remains available after accounting for outstanding payables. Motion by Alderperson Walters to recommend to the Common Council to approve an additional \$5,000 expenditure to continue streaming advertising with Gray Media out of unallocated room tax revenue which is approximately \$20,000. Seconded by Alderperson Tepley. Motion carried by roll call vote 2-0.

**SET NEXT MEETING DATE** – September 2, 2025

**ADJOURNMENT:** Motion by Walters to adjourn. Seconded by Tepley. Motion carried unanimously at 6:25 PM.

*Meeting minutes recorded by Clerk Keller*

# CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 4.

**Agenda Item:** Consider approval of contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026.

**Committee Review:** Park Board

**Meeting Date:** July 28th, 2025

**Requested by:** Jodi Mieden- Recreation Director

**Background:** For 2026, the industry may see a sizable increase in cost given the 2025 tariffs and trade issues with China; this increased costs on both imported fireworks and shipping expenses. Many fireworks are in production or arrived this past spring with tariffs already paid. Most don't realize professional grade fireworks are often acquired a year in advance. Chrome is offering limited 2026 contracts on a first-come first-served basis until their pre-tariff fireworks are committed. There will be some additional expenses, however, the bulk of your firework show can be tariff free (30-45% less cost). Deposits aren't necessary now, that can wait until early 2026, just a signed contract is needed to secure the stock and pricing.

**Department Recommendation:**

Approve Chrome Fireworks & Displays, LLC contract for 2026 to lock in pre-tariff stock pricing.

**Committee Recommendation:**

**Financial Impact:** \$17,000.00

**Funding Source:** Community Center Fireworks 10-55200-220

Budget: 17,000.00

**Requested Action:**

**PARK BOARD:** Motion to recommend to the Finance Committee to approve contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026.

**FINANCE:** Motion to recommend to the Council to approve contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026.

**COUNCIL:** Motion to approve contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026.

**Attachment(s):**

- 2026 contract with Chrome Fireworks and Displays, LLC
- Permit for Fireworks Form



**P.O. Box 44186  
Madison, WI 53744**

**Phone: (608) 732-4545  
chromefireworks@gmail.com  
www.chromefireworks.com**

## PERMIT TO POSSESS AND DISPLAY FIREWORKS

To whom it may concern, Greetings!

The local authority having jurisdiction grants Chrome Fireworks and Displays, LLC right to exhibit display fireworks for the following event:

State:

County:

Fireworks Event:

Event Sponsor:

Date of Display:

Rain Date:

Fireworks Location:

Approx. Display Start Time; Subject to Change with Weather:

SHERIFF, FIRE DEPARTMENT CHIEF  
OR TOWN CHAIRMAN:

\_\_\_\_\_  
Signature of Official Issuing Permit

\_\_\_\_\_  
Print Name and Title of Official Issuing Permit

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(Email or send a copy of this permit to Chrome Fireworks at least one month prior to display)

(Keep a copy of this permit for Sponsor's records)



PO Box 44186 ☆ Madison, WI ☆ 53744  
608.732.4545 ☆ chromefireworks@gmail.com  
www.chromefireworks.com

**Sponsor**

*City of Richland Center  
450 S Main Street  
Richland Center, WI 53581*

**2026 CONTRACT**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, engages the services of Chrome Fireworks & Displays, LLC, hereinafter referred to as "Chrome", to produce and perform a pyrotechnic display on behalf of Sponsor under the following terms:

1. The date of the display will be Sat June 27, 2026. In case of inclement weather, the display will be rescheduled for Sun 6/28. Chrome will have complete authority to cancel the display if, in the reasonable opinion of Chrome, the health, safety, and well-being of the pyrotechnicians, spectators or property would be jeopardized by proceeding with the display including inclement weather or imminent threat thereof.
2. The cost of the display will be \$ 17,000. Upon signing this Contract, Sponsor will pay an initial payment to Chrome in the amount of \$ 7,500 due in January '26. The remaining balance will be paid within 10 days of the display. A late fee of 1.5% per month shall apply to any unpaid balance remaining beyond a 10-day period. Should a cancellation occur once crew is enroute or onsite, the cost of insurance, labor and any non-reusable items will be billed or deducted from the deposit, minimum 50% of budget amount. If Chrome and Sponsor agree to cancel and event, likely due to display date weather issues, and a nearby reschedule date cannot be obtained, the Sponsor agrees to reimburse Chrome for incurred expenses including insurance at 15% of the budget amount plus any permit fees and other costs incurred by Chrome for the Sponsor's display.
3. Sponsor will procure and furnish a suitable location for the fireworks display with adequate distances from audience, roof tops, flammable materials and other hazards in compliance with NFPA 1123 guidelines - including a minimum spectator set back of at least 500 feet at all points from the largest diameter mortars. Sponsor will secure all police, fire, local and state permits, and shall arrange for all security bonds if required by law for the location of the display. Sponsor will furnish all necessary police, fire and other appropriate protection necessary for proper crowd control and protection, automobile parking, and supervision in clearing of debris after the display. Sponsor will be solely responsible for keeping all unauthorized persons out of the display firing area and behind the safety zone lines.
4. Chrome reserves the right to make substitutions as to the amount, size and description of fireworks as is reasonably necessary to address site, weather, health, supply availability and safety concerns should they arise.
5. **Prior Cancellation:** Should the fireworks display(s) agreed upon in this Contract be cancelled by the Client prior to the fireworks display date, shall result in liquidated damages payable to Chrome Fireworks from the Sponsor for an amount equal to 40% of the Contract price plus any and all other related costs incurred by the Display Operator in resolving matters related to failure of Client to fulfill this Contract, including but not limited court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, and expenses incurred by the Display Operator.

6. **Bad weather and Shoot Trailers:** In event of worsening weather conditions at the planned showtime, Chrome will need flexibility on shoot times, earlier or later depending on weather conditions. Chrome often provides electronic & shoot trailer shows for utmost performance of the firework show. The downfall of these electronic setups is that they **CANNOT** be dismantled. The show will need to be fired or secured/ stored until the nearby rain date. It is very hazardous and potentially fatal to our crews to dismantle this type of display. Chrome needs flexibility of the Sponsor to shoot the show or adequately secure the setup until the rain date.

7. **Setup:** Chrome will provide qualified pyrotechnicians who will deliver, set-up, execute, dismantle and cleanup the pyrotechnic display. In some cases, the crew shall arrive the night prior to the event to begin setup.

8. **Clean Up & Searches:** The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The search shall be reasonably dictated by such elements including, but not limited to terrain, ground cover, weather conditions and time of completion of display. Chrome pyrotechnicians will provide reasonable cleanup for the site immediately following the display. All equipment, firework packaging, and larger debris will be removed to the best of the crew's ability before leaving the display area. **Sponsor shall provide a nearby dumpster or other adequate space for boxes, spent cakes and refuse after the display.**

After our cleanup pieces of paper, cardboard, multi-shot cake inserts and fuse casing will remain but should disappear with weather, time and/or lawn mowing.

9. Chrome will conduct a reasonable search of the display area before departure, in an attempt to locate any damages or unexploded shells. Sponsor acknowledges that an early morning search of the area is of utmost importance, or as soon as reasonably possible following the display. This search is to locate anything abnormal including site damage or unexploded fireworks that might not have been spotted by Chrome in the night. In the event that Sponsor discovers any unexploded fireworks, Sponsor will immediately contact Chrome and Chrome shall be responsible for removing said fireworks as soon as possible after receipt of such notice. **Please notify Jim Krueger via cell phone 608-732-4545. If you have a cell # for your crew lead they may be notified in addition.**

10. \$5,000,000 Insurance: Unless otherwise agreed, Chrome shall provide General Liability and Property Damage Insurance for the fireworks display in the amount of \$5,000,000 naming the Sponsor as an additional insured party. The current industry standard is \$1,000,000 of such coverage. A certificate evidencing liability insurance shall be provided to Sponsor before the display. Sponsor will notify Chrome of any additional insureds prior to issuing the insurance certificate.

***The additional insured coverage shall be written on a primary and noncontributory basis and include a waiver of subrogation. The sponsor and landowner along with other entities and individuals listed on the certificate of insurance shall be deemed an additional insured per this contract. No additional written agreement is needed for endorsement.***

Chrome is also covered with \$5,000,000 of MCS-90 Transportation insurance which is compliant with Dept. of Transportation interstate regulations.

The pyrotechnicians on site are covered with a \$500,000 Workers Comp insurance policy, proof of all insurances are readily available by request.

11. Chrome shall take all steps reasonably anticipated to safeguard spectators and Sponsor's property. Should any losses occur which Sponsor believes are the result of Chrome's firework display, Sponsor will immediately notify Chrome of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and provide as much detail as possible regarding the extent of the loss (including clear pictures) as this process will be required by the insurance adjusters.



12. In the event of fire, accident, flood, act of God or other causes beyond the control of Chrome which pre Chrome from performing under this contract, other than inclement weather, both parties agree to terminate this contract and all performance requirements and damages resulting therefrom.

Item 4.

13. The Sponsor will pay to Chrome pay all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses, and all damages incurred by the Chrome through enforcing this contract.

14. The Sponsor agrees to indemnify, hold harmless and defend Display Operator and employees from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations, aka: any other liabilities arising from sponsor's event.

Chrome will provide the General Liability insurance certificate to Sponsor for the purpose of insuring Chrome's risk in performing contracted duties involving the fireworks display. However, Chrome will be indemnified and held harmless for the remainder of the Sponsor's event or issues arising as result of the event. This includes but is not limited to the event's activities, other contractors, vendors, traffic issues, and members of general public, audience and/or any other matters beyond the direct control, scope, and duty of Chrome's contract.

15. This Contract will be construed by laws of the state of Wisconsin. If any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

16. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. Chrome reserves the right to transfer the contract at which time the duties and liability would also be transferred in entirety, indemnifying and holding harmless Chrome. The waiver of any provisions of this Contract will not constitute a waiver of any other provision of this contract.

17. The party signing this document on behalf of Sponsor warrants and represents that (s)he is solely authorized to enter into this agreement on behalf of the Sponsor.

**ADDITIONAL PROVISIONS:**

X \_\_\_\_\_  
Sponsor – signature

X \_\_\_\_\_  
Print name and title

CHROME FIREWORKS AND DISPLAYS, LLC:



James Krueger - owner

**INTERGOVERNMENTAL AGREEMENT FOR THE  
OPERATION OF THE SYMONS RECREATION COMPLEX**

NOW COMES Richland County, a municipal corporation of the State of Wisconsin, by its duly-elected Board of Supervisors (herein after "COUNTY") and the City of Richland Center, a municipal corporation of the State of Wisconsin (hereinafter "CITY") and agree to the following intergovernmental, cooperative Memorandum Agreement in accordance with section 66.30, Wisconsin Statutes, as follows:

- 1.) That the subject of this Memorandum Agreement is that natatorium/swimming and recreational facility, and the associated real property, known as the Symons Recreation Complex ("Symons");
- 2.) That CITY agrees to pay COUNTY 50% of all actual costs incurred for the operation of Symons, including all budgeted items and additional expenditures formally agreed to by both parties. Payments under this paragraph shall be made by CITY to COUNTY no less than semi-annually, with the first one-half calendar year's payment to be made not later than August 1<sup>st</sup> of the year and the second half calendar year's payment to be made not later than February 1<sup>st</sup> of the following year.
- 3.) There is hereby created a joint COUNTY / CITY governing board for the purpose of overseeing the facility in accordance with this Memorandum Agreement, known as the Symons Recreation Complex Board, the composition, powers and duties of which are determined solely by this Memorandum Agreement ( hereinafter "the Board") ;
- 4.) The Board shall consist of 9 members, as follows:
  - 4.1 The Chairperson of the Richland County Board of Supervisors, or their designee;
  - 4.2 The Mayor of the City of Richland Center, or their designee;
  - 4.3 Two County Board Supervisors, appointed by the Richland County Board;
  - 4.4 Two Alderpersons of the City Council, appointed by the City Council;
  - 4.5 One member of the Board of the Symons Foundation, appointed by the Foundation Board;
  - 4.6 Two members-at-large, each of whom shall be a resident of Richland County and a member of Symons; one shall be appointed by the CITY and one shall be appointed by the COUNTY, each according to that body's usual practices;
  - 4.7 All terms of Board members shall be for three (3) years. Board members appointed by an elected body shall only be eligible to serve on the Board so long as they remain members of their respective appointing bodies;

4.8 The Board shall only conduct business if a quorum is present and, furthermore, only if a representative from the CITY (meaning a member of the City Council, the Mayor, or the Mayor's designee) is present and a member from the COUNTY (meaning a member of the County Board or the Chairperson of the County Board, or the Chairperson's designee) is present;

5.) The Board shall have the following powers, duties and obligations, and none other:

- 5.1 Scope of Authority. The Board shall have advisory responsibility concerning the maintenance and operation of the facility and the manner and method of operation of the facility, and may issue written rules and regulations governing the operation and use of the facility, except as noted herein; all policies concerning public use of the facility shall be issued in writing by the Board and shall be prominently posted in a public place in the facility and a current copy of all such rules and regulations shall at all times be filed with the County Clerk and the City Clerk; these rules and regulations governing the operation of the facility may at any time be amended, rescinded, modified or repealed by joint action of both the County Board and the City Council;
- 5.2 Budget. The Board shall annually submit a proposed budget to the County Board and to the City Council for the operation of the facility; said budget shall be submitted under the same deadline as CITY and COUNTY departments; said budget must be approved by both the County Board and the City Council before it is effective. Failure by the CITY or COUNTY to act on a proposed budget shall be considered an approval. The Board shall work with the City and/or County Administrator (or equivalent office) in the development of said budget;
- 5.3 Spending Authority. All expenditures must be clearly and expressly authorized in the annual budget as described above. No unbudgeted expenditures may be made without the express, prior consent of both the COUNTY and the CITY. In the event of an emergency requiring immediate action to prevent, mitigate, or otherwise address an imminent threat to public health, safety, or property, expenditures may be made provided that the Symons Director receives approval from both the County Administrator and City Administrator. Failure to obtain said approval may result in Symons exclusively bearing the cost of such expenditure through the reallocation of already-budgeted funds.
- 5.4 Personnel. The Board shall have advisory responsibility for Symons personnel and review authority of personnel actions as is necessary for proper oversight. All Symons employees shall, for personnel, compensation and fringe benefit purposes be County employees, subject to the same rules and regulations as other non-unionized County employees and subject to County job classification and salary provisions for non-unionized County employees and subject to the County's Handbook of Personnel policies; all personnel and financial records of employees of the Board shall be maintained by COUNTY;
- 5.5 Suits. The Board does not have the authority to sue or be sued; COUNTY shall be

liable for all such actions of the Board and the facility; COUNTY shall carry appropriate insurance to cover this risk, the cost of which shall be a cost item which is subject to Paragraph 3 herein;

5.6 Director. The Symons Director shall be considered a Department Head of the COUNTY, subject to hiring and/or appointment as dictated by the COUNTY. COUNTY shall solicit the input and advice of the Board in making such an appointment. The Director shall have the responsibility for the day-to-day operations and the use of the facility, in accordance with the policy, rules, and regulations of the Board;

6.) That the Board shall receive all the income earned by the facility and may receive gifts relating to the facility and all such receipts shall be used to offset the costs described in Paragraph 2 herein; unless the donor of a gift specifies otherwise. The Board may accept donations unless doing so would create an additional expense or obligation which would be borne by the CITY and/or COUNTY. Such donations shall require approval by both the CITY and COUNTY pursuant to their respective policies on donations;

7.) This Memorandum Agreement shall terminate on January 1, 2027, with both parties being released from any and all obligations towards the operation of Symons. Any contribution made by the CITY or COUNTY after that date shall be considered a donation as described in Paragraph 6. Should the parties agree that an extension of this Memorandum Agreement is desirable, they should begin the process of reviewing the agreement and proposing amendments no later than July 1, 2026.

8.) That this Memorandum Agreement constitutes the sole agreement between COUNTY and CITY and the Board created herein shall have no powers except those which can be clearly inferred from this Memorandum Agreement.

*[SIGNATURE PAGE TO FOLLOW]*

**Agenda Item:** Stori Field Duplex Development Incentive Package

**Requested & Presented by:** Jasen Glasbrenner, Director of Economic Development

**Meeting Date(s):** Finance Committee and Common Council on 09/02/2025

**Background:** Despite multiple past efforts to attract interest in the Stori Field Subdivision, the City has been unsuccessful in securing a viable housing development proposal—until now. Developer Doug Enke has signed a Pre-Development Agreement with the City for construction of a 7-duplex (14-unit) zero-step housing project on City-owned land.

To incentivize this much-needed housing, the City is offering to sell the land for \$1.00, recognizing the substantial private investment and infrastructure responsibilities the developer is undertaking.

In return, the developer agrees to:

- Construct all required public infrastructure (roads, utility lines, stormwater, sidewalks, etc.)
- Complete the project within 24 months of land transfer
- Meet all applicable design and permitting standards
- Deliver zero-step accessible housing

This agenda item seeks formal Council approval of the \$1 land sale and overall incentive structure, allowing the City and Developer to proceed to a formal Development Agreement.

Attorney Windle has reviewed the proposed sale price of \$1 and has indicated it is valid under Wisconsin's Public Purpose Doctrine.

**Department Recommendation:** Staff recommend approval of the Stori Field Duplex incentive package as outlined in the Pre-Development Agreement.

**Financial Impact:** Land Value Offered as Incentive: \$1.00 sale price in lieu of market value. Land was previously acquired by the City for \$1.00.

**Funding Source:** No direct City expenditure. Incentive provided through land conveyance.

**Requested Action:**

**FINANCE:** Motion to recommend to the Common Council the approval of the Stori Field Duplex incentive package, including the \$1.00 land sale, and terms outlined in the proposed Pre-Development Agreement.

**COUNCIL:** Motion to approve the Stori Field Duplex incentive package, including the \$1.00 land sale, and terms outlined in the proposed Pre-Development Agreement.

**Attachment(s):**

Signed Pre-Development Agreement – Stori Field Duplex (8-18-2025)



City Municipal Building  
450 South Main St.  
Richland Center, WI 53581  
608-475-0766

August 7, 2025

Doug Enke – *Sent electronically*

Re: Stori Field Duplex Development - Pre-Development Agreement

Dear Mr. Enke,

On behalf of the City of Richland Center, I am pleased to present for your review and signature the enclosed Pre-Development Agreement for your proposed development of Stori Field, comprising of eight (8) residential duplexes (16 dwelling units). This agreement formalizes our mutual understanding and commitment as we advance the initial phases of this vital housing project. It outlines the City's commitment to providing the land for one dollar (\$1.00), along with key terms and conditions that the City and the Developer are committed to.

The City of Richland Center is enthusiastic about this development's potential to enhance our community's housing stock and foster economic growth. We greatly appreciate your commitment to advancing housing development in Richland Center and believe this collaborative approach will ensure a successful and timely project.

Please review the enclosed agreement thoroughly. If you have any questions or need clarification, feel free to contact me at [phone number] or [email address]. We look forward to your prompt review and signing of the agreement to proceed with the next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Jasen Glasbrenner".

Jasen Glasbrenner  
Economic Development Director

Cc: Dan Beinborn

Enclosure: Pre-Development Agreement – Stori Field Duplex Development



City Municipal Building  
450 South Main St.  
Richland Center, WI 53581  
608-475-0766

## Pre-Development Agreement for the Stori Field Duplex Development

This Pre-Development Agreement ("Agreement"), contingent upon final approval of the Common Council, is made and entered into this [Date], by and between the City of Richland Center, Wisconsin (hereinafter "City"), and Doug Enke (hereinafter "Developer").

### RECITALS

**WHEREAS**, the Developer proposes to develop an eight (8) duplex building (16 dwelling units) residential subdivision (hereinafter "Subdivision") within the City of Richland Center; and

**WHEREAS**, the City desires to support the development of quality housing options within its community and recognizes the need to incentivize and encourage such development; and

**WHEREAS**, both parties desire to establish the terms and conditions for the pre-development phase of the Subdivision, leading to a formal Development Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the City and the Developer agree as follows:

### I. CITY COMMITMENTS:

- a. **Sale of the Land:** The City agrees to sell the land necessary for the Development for one dollar (\$1.00).
- b. **Subdivision and Infrastructure Design:** The City shall provide all conceptual and preliminary engineering work for the Subdivision and infrastructure that has been completed to date.

### II. DEVELOPER COMMITMENTS:

- a. **Subdivision and Infrastructure Design:** All utility, roadway, and stormwater infrastructure design and construction done by the developer shall comply with all applicable federal, state, and local laws, codes, and standards.
- b. **Building Design:** The Subdivision will be constructed as a "zero-step" development for accessibility purposes, and all building design plans require approval of the City.
- c. **Development Commencement Timeline:** Upon the sale and transfer of the land to the Developer, the following deadlines must be met:
  - i. **Within 90 days:**
    1. The preliminary plat shall be submitted to the city for review.
    2. An engineering firm shall be selected and under contract for infrastructure design.
  - ii. **Within 9 months:**
    1. Commencement of infrastructure construction.
    2. Commencement of duplex construction.
- d. **Performance Guarantee:** The Developer agrees to substantially complete the Subdivision no later than **24 months** from the date of the sale and transfer of the land.





City Municipal Building  
450 South Main St.  
Richland Center, WI 53581  
608-475-0766

- i. **Failure to Complete:** In the event the Developer fails to construct and receive certificates of occupancy for all eight duplexes by the above deadline, the Developer shall be responsible for the payment of an annual property tax equivalent to the amount that would have been levied had the eight duplexes been fully completed and assessed at fair market value.
- ii. **Valuation Method:** The City shall determine the estimated assessed value of each duplex based on comparable properties, and apply the then-current mill rate to determine the amount due.
- iii. **Duration:** This obligation shall continue annually until the required duplexes are fully constructed and have received certificates of occupancy.

e. **Public Right of Way, Infrastructure, & Parkland:** For this project to proceed, all roads and essential infrastructure, such as utility lines and sidewalks, must be situated on property owned by the city or within an established public right-of-way. Furthermore, a specific portion of the development must be set aside for parkland as mandated by local regulations

f. **Utility Easements:** All easements necessary for the installation and maintenance of City utilities shall be properly defined, granted, and recorded.

g. **Subdivision Naming Rights:** The City shall retain exclusive authority to name the Subdivision.

h. **Covenant Approval:** No subdivision covenants shall be recorded or enforced without the full consent and approval of the City.

i. **Sale of Land and Lots:** No land or lots of the Subdivision shall be transferred or sold without prior approval of the city.

III. **Future Development Agreement:** This Agreement outlines the pre-development terms. A comprehensive Development Agreement will be executed once the terms of this Agreement are approved by the Common Council.

IV. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF RICHLAND CENTER, WISCONSIN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEVELOPER**

By: *Doug Enke*  
Name: *Doug Enke*  
Title: *Vice President*  
Date: *8/18/25*



**Agenda Item:** Cobblestone Hotels Incentive Package

**Requested & Presented by:** Ashley Oliphant, Administrator & Jasen Glasbrenner, Economic Development Director

**Meeting Date(s):** Finance Committee and Common Council on 09/02/2025

**Background:** Following the completion of the City's Hotel RFP process and review of proposals received, the Common Council directed staff to engage in negotiations with Cobblestone Hotel Development, LLC. A Pre-Development Agreement was drafted outlining the City's proposed financial assistance and development terms.

The package includes two primary components:

1. Tax Increment Financing (TIF) Assistance – A \$1,150,000 Municipal Revenue Obligation (MRO), issued on a Pay-As-You-Go basis and repaid from 85% of actual tax increment generated by the project. The MRO requires no minimum value guarantee and is capped at 10 years or until \$1,150,000 is paid whichever comes first.
2. Land Sale – The sale of City-owned property to the developer for \$125,000.

Additionally, the developer must secure all project investors and financing within nine (9) months of Council approval.

Upon Council's approval of these terms, a formal development agreement is to be executed.

**Department Recommendation:** Staff recommend approval of the Cobblestone Hotels incentive package as outlined in the Pre-Development Agreement.

**Financial Impact:** TIF Assistance: \$1,150,000, Pay-Go model paid from 85% of actual tax increment received and Land Sale Revenue to City: \$125,000

**Funding Source:** Future tax increment generated from new development on the site (TID # TBD).

**Requested Action:**

**FINANCE:** Motion to recommend to the Common Council the approval of the Cobblestone Hotels incentive package as outlined in the proposed Pre-Development Agreement and to authorize staff to execute a development agreement.

**COUNCIL:** Motion to approve the Cobblestone Hotels incentive package as outlined in the proposed Pre-Development Agreement and to authorize staff to execute a development agreement.

**Attachment(s):**

City Signed Cobblestone Pre-Development Agreement Offer (8-21-2025)

August 21, 2025

Cobblestone Hotel Development, LLC  
c/o Anna Jakubek  
980 American Dr  
Neenah, WI 54956

Re: Pre-Development Agreement with Incentive Offer

Dear Anna,

Following our virtual meeting with you and Jeremy Griesbach, CEO of Cobblestone Hotel Development, LLC, on Wednesday, August 20, 2025, we're pleased to present a revised Pre-Development Agreement with Incentive offer for your proposed mid-to-upper-scale, limited-service hotel project with approximately 54 rooms (the "Project") within our community.

Based on the discussion during our virtual meeting, we understand that we've reached mutual agreement on the general terms of a Pre-Development Agreement for the advancement of the Project. Upon Cobblestone Hotel Development's signing of the Pre-Development Agreement, we will arrange to present these terms to the Common Council for their approval and will subsequently begin preparing a Development Agreement.

Thank you for your time, collaboration, and commitment to bringing this Project to Richland Center.

Sincerely,



Jasen Glasbrenner  
Economic Development Director

## **Pre-Development Agreement for the Development of a Cobblestone Hotel in Richland Center, WI**

This Pre-Development Agreement ("Agreement"), contingent upon final approval of the Common Council, is made and entered into on this date, Aug 21, 2025, by and between the City of Richland Center, Wisconsin (hereinafter "City"), and Cobblestone Hotel Development, LLC (hereinafter "Developer").

**WHEREAS**, the Developer proposes to develop a mid-to-upper scale 54 room hotel (the "Project") within the City of Richland Center; and

**WHEREAS**, the City seeks to support economic growth, downtown redevelopment, job creation, and tourism, and recognizes the necessity of incentivizing such development; and

**WHEREAS**, both parties wish to establish pre-development terms leading to a final Development Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the City and the Developer agree as follows:

### **I. CITY COMMITMENTS**

- a. **Tax Increment Financing Assistance:** Upon substantial completion of the Project, the City shall provide Pay-Go TIF assistance by issuing a Municipal Revenue Obligation (MRO) Note to the Developer in the principal amount of \$1,150,000.00, with 0.00% annual interest. Payments shall be made in annual installments from 85% of tax increment revenues actually received and retained by the City from the Property, until the earlier of:
  - i. Payment in full of \$1,150,000.00; or
  - ii. The final payment occurring no later than 10 years after receipt of the first increment.
- b. No minimum value guarantee shall be required.


### **II. DEVELOPER COMMITMENTS**

- a. **Land Acquisition:** The Developer agrees to purchase the land necessary for the Project from the City for the price of \$125,000.00 (One Hundred and Twenty-Five Thousand Dollars and Zero Cents). The parcel shall be conveyed by the City to the Developer by quit claim deed.
- b. **Project Investors and Financing:** Within nine (9) months of the Common Council's approval of this Agreement, the Developer shall have secured all necessary investors and financing for the Project.
  - i. **Investor Information:** Once finalized, a comprehensive list of committed investors for the Project will be provided to the City.

- c. **Project Construction:** Construction of the Project shall commence within 12 months of the date of the approval of this pre-development agreement. The Project shall achieve substantial completion within 24 months of construction beginning.
- d. **Assignment:** The development agreement shall run with the land and be binding on the Developer, the City and their successors and assigns. The Developer shall have no right to assign any of its rights or obligations under this Agreement or the Development Agreement described below without prior written approval of the City
- III. **Future Development Agreement:** This Agreement outlines the pre-development terms. A comprehensive Development Agreement will be prepared once the terms of this Agreement are approved by the Common Council.
- IV. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF RICHLAND CENTER, WISCONSIN**

By:   
Name: ASHLEY OLIPHANT  
Title: CITY ADMINISTRATOR  
Date: 8/21/2025

**DEVELOPER – Cobblestone Hotel Development, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 8.

**Agenda Item:** Wisconsin Surplus Auction Reserve Pricing

**Requested & Presented by:** Jasen Glasbrenner, Director of Public Works

**Meeting Date:** Finance Committee and Common Council on 09/02/2025

**Committee Review:**

**Background:** The City has made multiple attempts to sell surplus equipment via Wisconsin Surplus, but several items remain unsold despite multiple rounds of bidding.

After consultation with Wisconsin Surplus, staff were advised that our originally set minimum bids may be unrealistic in the current resale market. Each auction listing runs for approximately two weeks. While viewership and interest remain steady, actual bids continue to fall below our internal minimums.

WISCONSIN SURPLUS AUCTION HISTORY			
ITEM	RESERVE	AVERAGE BID	RUN
2000 Bandit 90 Tandem Axle Towable Chipper w/ Debris Box	\$12,000.00	\$5,812.50	2x
2011 Zamboni 200 Ice Resurfacer	\$10,000.00	\$5,091.67	3x
1999 Fair Mfg. 942SI Self-Powered Loader-Mount Snow Blower	\$10,000.00	\$5,302.50	2x
2019 Virnig VBWB-25 V50 Standard Flow 72" Snow Blower Attachment	\$6,000.00	\$4,635.00	2x

**Department Recommendation:** Staff recommend re-listing the above items for another auction cycle but request Council direction on whether reserve prices can be adjusted downward at staff discretion, or if the City prefers to hold the equipment in hopes of securing higher bids at a later date.

**Financial Impact:** Surplus Revenue

**Funding Source:** N/A

**Requested Action:**

**FINANCE:** Motion to recommend to the Common Council that staff be authorized to adjust or waive reserve prices for unsold Wisconsin Surplus equipment at their discretion.

**COUNCIL:** Motion to approve that staff be authorized to adjust or waive reserve prices for unsold Wisconsin Surplus equipment at their discretion.