



## OFFICIAL PUBLIC NOTICE

### MEETING OF THE PUBLIC WORKS COMMITTEE

THURSDAY, SEPTEMBER 18, 2025 AT 5:30 PM

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COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING AT 450 S. MAIN STREET.

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#### AMENDED 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** *Entertain a motion to waive the reading of the minutes of the last meeting in lieu of printed copies and approve said minutes or correct and approve said minutes.*

- [1.](#) 08-21-2025 Minutes

#### APPROVAL OF BILLS

- [2.](#) Bills for Approval

#### DISCUSSION AND ACTION ITEMS

3. Preliminary Discussion on Possible Driveway or Street from Hive Drive
- [4.](#) Emergency Purchase Notification – Court & Church Street Parking Lot Project
- [5.](#) MSA Street Inventory & Pavement Rating Services Proposal
- [6.](#) SWWRPC Cemetery GIS System Correction Proposal
- [7.](#) Vierbicher Pine River Dike Annual Inspection Proposal

#### PUBLIC WORKS DIRECTOR'S REPORT

- [8.](#) Monthly Report

**REPORTS, REQUESTS, CONCERNS** *No action will be taken on any matter originating under this item.*

**SET NEXT MEETING DATE** *Third Thursday of the Month - October 16th at 5:30 pm*

#### ADJOURNMENT

Original Agenda Posted this 16 day of September, 2025 by 4:30 PM.

Amended Agenda Posted this 17 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.



WORKS & PROPERTY COMMITTEE

THURSDAY, AUGUST 21, 2025 AT 5:30 PM

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PUBLIC WORKS BUILDINGS & GROUNDS SHOP AT 1100 N. JEFFERSON STREET

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**CALL TO ORDER** The meeting was called to order at 5:38 PM. Members present: Fruit, Walters, Schultz. Also present were Director of Public Works Jasen Glasbrenner, Buildings and Grounds Crew Lead Matt Williams and Municipal Services Specialist Darcy Perkins. The meeting was properly noticed.

**APPROVAL OF MINUTES** Motion by Walters to approve the July 17, 2025 meeting minutes. Seconded by Schultz. Motion carried by voice vote.

**APPROVAL OF BILLS** The bills from 7/18/2025-8/21/2025 were presented totaling \$54,326.58. Motion by Schultz to approve the bills as presented. Seconded by Walters. Motion carried by voice vote.

**PUBLIC WORKS DEPARTMENT REPORTS PRESENTED BY DPW JASEN GLASBRENNER**

- Airport: Runway resurfacing delayed to Fall 2026 due to Bureau of Aeronautics bidding lapse. The runway remains usable but in poor condition, prompting pilots to train elsewhere. Grant reviews for the airport master plan are on track, with consultant work expected to begin in November.
- Buildings & Grounds: Seasonal staffing winds down; three retained through October. Jesse Jensen hired, Matt Williams promoted to Crew Lead. Matt remains in a dual role temporarily, with support from Ashley and oversight by the Public Works Director.
- Cemetery: Three burials and four cremations completed; two more cremations scheduled. Tess trained on mini excavator, improving efficiency. All staff now cross-trained for grave digging. Three long-held plots were repurchased per ordinance at original price, causing some discontent.
- Forestry: Tree Board met; no major actions. One large tree removed; tree cutter licenses approved.
- Streets: Landfill leachate system jetted; curblin weed spraying ongoing. Chip seal prep completed on 36 blocks using 14 truckloads of blacktop. Prep cost was ~\$15,000 but improved efficiency over previous years. Chip sealing expected next week; fire station lot paving and striping to follow.
- Equipment & Mowing Fleet: Fleet review underway to streamline by 2026. Multiple machines out of service due to mechanical issues. Plan to reduce units, replacing residential mowers with commercial zero-turns. Routine maintenance will be in-house while major repairs are outsourced. Trial equipment has been borrowed from local vendors.

**REPORTS, REQUESTS, AND CONCERNS**

**Walters:**

- Inquired about the condemned house on 4th Street; legal process is underway following expiration of the 90-day waiting period. A resident reported a strong odor from the property.
- Voiced concern about the Sextonville Road property; Council took no action. Referred to legal for review of the 200-ft radius. Complaints include junk accumulation, camper occupancy, and expansion of unpermitted business activities (seal coating, tree cutting, new utility shed).
- Raised visibility concerns due to overgrown tree branches at Sunset & Hwy 80 and Wedgwood. Staff will assess; Tess will inspect and recommend appropriate actions.

**SET NEXT MEETING DATE** The next meeting was scheduled for Thursday, September 18<sup>th</sup> at 5:30 PM.

**ADJOURNMENT** Motion to adjourn by Walters, seconded by Schultz. Motion carried by voice vote. The meeting adjourned at 6:13 PM.

***Following adjournment, the Committee participated in a tour of public facilities and grounds. A quorum of the Committee was present, but no action was taken.***

*Minutes recorded by Darcy Perkins.*

## Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "10-54900-000"- "10-54900-999", "10-51850-000"- "10-51850-999", "10-54240-000"- "10-54240-999", "10-55300-000"- "10-55300-999", "10-56300-000"- "10-56300-999", "10-54100-000"- "10-54100-999", "10-54200-000"- "10-54200-999", "10-54210-000"- "10-54210-999", "10-54220-000"- "10-54220-999", "10-54230-000"- "10-54230-999", "10-54250-000"- "10-54250-999", "10-54260-000"- "10-54260-999", "10-54300-000"- "10-54300-999", "10-54400-000"- "10-54400-999", "10-54500-000"- "10-54500-999", "10-54600-000"- "10-54600-999", "10-54700-000"- "10-54700-999", "10-56200-000"- "10-56200-999", "10-61000-941"- "10-61000-948", "10-61000-961", "10-61000-962", "10-61000-971", "10-61000-990", "10-61000-991", "10-51500-250"

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
<b>ALL AMERICAN DO IT CENTER</b>					
ALL AMERICAN DO IT CE	08/10/2025	PW/B&G: Porcelain Lampholder	10-51850-470 BLDG-PROP/MAI	2.99	09/04/25
Total ALL AMERICAN DO IT CENTER:				2.99	
<b>ALLIANT ENERGY/WPL</b>					
ALLIANT ENERGY/WPL	08/15/2025	PW/Streets: Street Lts 14-Walmar	10-54230-320 SIGNS/UTILITIES	17.09	08/27/25
ALLIANT ENERGY/WPL	09/02/2025	Airport Terminal Bldg	10-54900-322 AIRPORT/HANGA	92.27	09/18/25
ALLIANT ENERGY/WPL	09/11/2025	PW/B&G: Hwy 80 Shelter	10-55300-655 B&G/SHELTER E	17.42	09/18/25
ALLIANT ENERGY/WPL	09/10/2025	Airport: Cty Hwy B Hanger	10-54900-322 AIRPORT/HANGA	30.85	09/18/25
ALLIANT ENERGY/WPL	09/10/2025	Airport: Cty Hwy B Runway Lt	10-54900-320 AIRPORT/RUNWA	135.08	09/18/25
Total ALLIANT ENERGY/WPL:				292.71	
<b>AMAZON CAPITAL SERVICES</b>					
AMAZON CAPITAL SERVI	08/26/2025	PW/B&G: Carburetor for STIHL, O	10-51850-440 BLDG-PROP/EQU	120.73	09/04/25
AMAZON CAPITAL SERVI	08/27/2025	PW/B&G: Floor Cleaner	10-51850-520 BLDG-PROP/SUP	42.62	09/04/25
AMAZON CAPITAL SERVI	08/19/2025	PW/B&G: shop Vac Replacement	10-51850-520 BLDG-PROP/SUP	22.59	09/04/25
AMAZON CAPITAL SERVI	08/25/2025	PW/Streets: paper, Markers, Tone	10-54100-340 GARAGE/OFFICE	101.76	09/04/25
AMAZON CAPITAL SERVI	09/04/2025	PW/B&G: Mower Tires	10-51850-440 BLDG-PROP/EQU	247.49	
AMAZON CAPITAL SERVI	09/10/2025	PW:B&G: Shop Vac Filters Return	10-51850-520 BLDG-PROP/SUP	22.59	
AMAZON CAPITAL SERVI	09/15/2025	PW/B&G: Wall Mount Holders - S	10-51850-520 BLDG-PROP/SUP	76.29	
AMAZON CAPITAL SERVI	09/16/2025	PW/Streets: Coupling	10-54100-520 STREETS GARA	47.99	
Total AMAZON CAPITAL SERVICES:				636.88	
<b>AUTO VALUE PARTS STORES</b>					
AUTO VALUE PARTS STO	08/13/2025	PW/Streets: Brake Parts Cleaner	10-54100-520 STREETS GARA	64.45	09/04/25
AUTO VALUE PARTS STO	08/21/2025	PW/Streets: Stt, Red, Hi Count L	10-54100-520 STREETS GARA	43.99	09/04/25
AUTO VALUE PARTS STO	08/25/2025	PW/Streets: Prime Guard Hi-Tem	10-54100-520 STREETS GARA	52.90	09/04/25
Total AUTO VALUE PARTS STORES:				161.34	
<b>BADGER WELDING SUPPLY, INC</b>					
BADGER WELDING SUPP	08/31/2025	PW/Streets: Monthly Cylinder Ren	10-54100-520 STREETS GARA	38.75	09/18/25
Total BADGER WELDING SUPPLY, INC:				38.75	
<b>BFI Waste Services</b>					
BFI Waste Services	08/01/2025	PW/Refuse: Grabage Service	10-54600-560 GARBAGE/CONT	16,808.60	08/27/25
BFI Waste Services	08/01/2025	PW/Refuse: Transfer Station	10-54600-560 GARBAGE/CONT	889.92	08/27/25
BFI Waste Services	08/01/2025	PW/Refuse: Recycling Services -	10-54700-560 RECYCLING/CON	7,067.65	08/27/25
BFI Waste Services	08/01/2025	PW/Refuse: Landfill Roll Offs & To	10-54500-660 LANDFILL/TRANS	5,506.92	08/27/25
BFI Waste Services	09/02/2025	PW/Refuse: Garbage & Recycling	10-54500-660 LANDFILL/TRANS	3,839.92	09/18/25
BFI Waste Services	09/02/2025	PW/Refuse: Garbage & Recycling	10-54600-560 GARBAGE/CONT	16,808.60	09/18/25
BFI Waste Services	09/02/2025	PW/Refuse: Garbage & Recycling	10-54500-020 LANDFILL/TCS O	889.92	09/18/25
BFI Waste Services	09/02/2025	PW/Refuse: Garbage & Recycling	10-54700-560 RECYCLING/CON	7,223.05	09/18/25

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Vendor Name	Invoice Date	Description	GL Account and Title		Net Invoice Amount	Date Paid
Total BFI Waste Services:					59,034.58	
<b>BINDL TIRE &amp; AUTO, LTD</b>						
BINDL TIRE & AUTO, LTD	08/26/2025	PW/B&G: Mounting Mower Tire	10-51850-440	BLDG-PROP/EQU	12.50	09/18/25
Total BINDL TIRE & AUTO, LTD:					12.50	
<b>CITY UTILITIES-BILLS</b>						
CITY UTILITIES-BILLS	08/26/2025	PW/B&G: generator repair	10-54100-460	STREETS GARA	861.59	
Total CITY UTILITIES-BILLS:					861.59	
<b>FRONTIER</b>						
FRONTIER	09/08/2025	Frontier - Landfill Phone Line	10-54500-300	LANDFILL/TELEP	112.15	09/18/25
Total FRONTIER:					112.15	
<b>Gary's Lawn Care LLC</b>						
Gary's Lawn Care LLC	09/01/2025	PW/B&G: Lawncare Services	10-55300-020	B&G/MAINTENAN	9,150.00	09/04/25
Total Gary's Lawn Care LLC:					9,150.00	
<b>GENUINE TELECOM</b>						
GENUINE TELECOM	09/01/2025	PW/Streets: phone 647-3559	10-54100-300	GARAGE/TELEPH	37.13	09/18/25
Total GENUINE TELECOM:					37.13	
<b>HOLIDAY WHOLESALE</b>						
HOLIDAY WHOLESALE	08/06/2025	PW/B&G: Can Liners	10-51850-520	BLDG-PROP/SUP	221.16	09/04/25
Total HOLIDAY WHOLESALE:					221.16	
<b>Johnson Tractor Inc.</b>						
Johnson Tractor Inc.	08/19/2025	PW/B&G: Oil Filter Ferris 72"	10-51850-440	BLDG-PROP/EQU	30.15	09/04/25
Total Johnson Tractor Inc.:					30.15	
<b>KONECRANES INC</b>						
KONECRANES INC	08/29/2025	PW/B&G: Hoist Wire Rope Replac	10-51850-440	BLDG-PROP/EQU	841.23	09/18/25
Total KONECRANES INC:					841.23	
<b>METCO, INC</b>						
METCO, INC	08/19/2025	PW/Airport: Monthly Inspection -	10-54900-470	AIRPORT/MAINT-	100.00	09/04/25
METCO, INC	09/16/2025	PW/Airport: Monthly Inspection -	10-54900-470	AIRPORT/MAINT-	100.00	
Total METCO, INC:					200.00	
<b>NAPA AUTO PARTS</b>						
NAPA AUTO PARTS	08/20/2025	PW/Streets: Pressure Switch Air L	10-54100-430	STREETS GARA	35.18	09/04/25
NAPA AUTO PARTS	09/04/2025	PW/Streets: Paint Trailer Parts	10-54200-440	STREETS/EQUIP	15.98	
Total NAPA AUTO PARTS:					51.16	
<b>NATURE'S WAY PORTABLE UNITS</b>						
NATURE'S WAY PORTABL	08/31/2025	PW/Parks: portable bathrooms, OI	10-55300-655	B&G/SHELTER E	1,516.00	09/18/25



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Vendor Name	Invoice Date	Description	GL Account and Title		Net Invoice Amount	Date Paid
NATURE'S WAY PORTABL	08/31/2025	PW/Refuse: Landfill Porta	10-54500-560	LANDFILL/CONT	168.00	09/18/25
Total NATURE'S WAY PORTABLE UNITS:					1,684.00	
<b>PINE RIVER LEASING, INC</b>						
PINE RIVER LEASING, IN	08/28/2025	PW/B&G & Streets: 19' Electric Sc	10-51850-450	BLDG-PROP/EQU	100.00	09/18/25
PINE RIVER LEASING, IN	08/28/2025	PW/B&G & Streets: 19' Electric Sc	10-54200-450	STREETS/EQUIP	100.00	09/18/25
Total PINE RIVER LEASING, INC:					200.00	
<b>PITNEY BOWES, INC</b>						
PITNEY BOWES, INC	08/06/2025	Postage Machine Refill - Split Acr	10-51850-520	BLDG-PROP/SUP	10.98	09/18/25
PITNEY BOWES, INC	08/06/2025	Postage Machine Refill - Split Acr	10-54100-340	GARAGE/OFFICE	.48	09/18/25
Total PITNEY BOWES, INC:					11.46	
<b>PREMIER CO-OP</b>						
PREMIER CO-OP	07/31/2025	PW/B&G: Fuel	10-51850-500	BLDG-PROP/GAS	1,965.68	08/27/25
PREMIER CO-OP	07/31/2025	PW/Streets: Fuel	10-54200-500	STREETS/GASOL	1,867.35	08/27/25
PREMIER CO-OP	08/31/2025	PW/Streets: Fuel	10-54200-500	STREETS/GASOL	1,712.86	09/18/25
PREMIER CO-OP	08/31/2025	PW/B&G: Fuel	10-51850-500	BLDG-PROP/GAS	2,101.71	09/18/25
Total PREMIER CO-OP:					7,647.60	
<b>RANDY OLSON TRUCKING LLC</b>						
RANDY OLSON TRUCKIN	08/31/2025	PW/Streets: Move Equipment - Lo	10-54100-560	STREETS GARA	402.50	
Total RANDY OLSON TRUCKING LLC:					402.50	
<b>RICHLAND CENTER UTILITIE</b>						
RICHLAND CENTER UTIL	08/07/2025	North End of Central	10-54230-930	SIGNS/STREET LI	24.54	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Flashers Main & Second	10-54230-930	SIGNS/STREET LI	12.50	09/02/25
RICHLAND CENTER UTIL	08/07/2025	5TH & Main	10-54230-930	SIGNS/STREET LI	237.54	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Main & Sixth	10-54230-930	SIGNS/STREET LI	363.30	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Intersection First &	10-54230-930	SIGNS/STREET LI	327.38	09/02/25
RICHLAND CENTER UTIL	08/07/2025	W Mill-Linear Park	10-55300-320	B&G/UTILITIES	26.47	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Footbridge Congress	10-55300-320	B&G/UTILITIES	76.13	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Foundry Dr	10-54230-930	SIGNS/STREET LI	828.10	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Bike Path	10-55300-320	B&G/UTILITIES	21.72	09/02/25
RICHLAND CENTER UTIL	08/07/2025	80 HIGHWAY & 14	10-54230-930	SIGNS/STREET LI	108.92	09/02/25
RICHLAND CENTER UTIL	08/07/2025	14 Intersection HWY & 8	10-54230-930	SIGNS/STREET LI	226.68	09/02/25
RICHLAND CENTER UTIL	08/07/2025	US HWY 14 W	10-54230-930	SIGNS/STREET LI	321.38	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Krouskop Park	10-54230-930	SIGNS/STREET LI	125.75	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Westside Park-Footbridge	10-55300-320	B&G/UTILITIES	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	West End of Foot Bridge	10-54230-930	SIGNS/STREET LI	9.35	09/02/25
RICHLAND CENTER UTIL	08/07/2025	14 US HWY W	10-54230-930	SIGNS/STREET LI	392.74	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Between Dike & Scorebd	10-55300-320	B&G/UTILITIES	12.50	09/02/25
RICHLAND CENTER UTIL	08/07/2025	HI-Caster Booth	10-55300-320	B&G/UTILITIES	12.50	09/02/25
RICHLAND CENTER UTIL	08/07/2025	US HWY 14 W-B.Fields	10-55300-320	B&G/UTILITIES	277.38	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Event Meter	10-55300-320	B&G/UTILITIES	17.30	09/02/25
RICHLAND CENTER UTIL	08/07/2025	N Orange-Meyer Bldg	10-55300-655	B&G/SHELTER E	152.90	09/02/25
RICHLAND CENTER UTIL	08/07/2025	N Orange-Meyer Bldg	10-55300-655	B&G/SHELTER E	153.86	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Pippin (Fountain)	10-55300-655	B&G/SHELTER E	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Ferguson (Fountain)	10-55300-655	B&G/SHELTER E	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Krouskop Park Footbr	10-55300-320	B&G/UTILITIES	13.97	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Park Dept Garage	10-51850-320	BLDG-PROP/UTIL	116.78	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Pavilion	10-55300-655	B&G/SHELTER E	17.70	09/02/25

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Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
RICHLAND CENTER UTIL	08/07/2025	8TH & Jefferson (Keepers)	10-55300-655 B&G/SHELTER E	19.18	09/02/25
RICHLAND CENTER UTIL	08/07/2025	WA Fountain-Keepers	10-55300-655 B&G/SHELTER E	41.10	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Park Dept Garage	10-51850-320 BLDG-PROP/UTIL	108.47	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Anderson (Fountain)	10-55300-655 B&G/SHELTER E	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Anderson Shelter	10-55300-655 B&G/SHELTER E	13.36	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Tennis Court (Fountain)	10-55300-320 B&G/UTILITIES	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	1100 Block N Main Parking	10-55300-320 B&G/UTILITIES	12.97	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Tennis Court Lights	10-55300-320 B&G/UTILITIES	99.74	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Lions/Conc(Fountain)	10-55300-655 B&G/SHELTER E	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	N Park Ballfields	10-55300-320 B&G/UTILITIES	365.93	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Williams Shelter	10-55300-655 B&G/SHELTER E	13.24	09/02/25
RICHLAND CENTER UTIL	08/07/2025	N Park Access Rd by Flag	10-55300-320 B&G/UTILITIES	12.50	09/02/25
RICHLAND CENTER UTIL	08/07/2025	80 HWY North Bridge	10-54230-930 SIGNS/STREET LI	181.65	09/02/25
RICHLAND CENTER UTIL	08/07/2025	North Park Footbridge	10-55300-320 B&G/UTILITIES	26.95	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Pond- Klingaman Shelter	10-55300-655 B&G/SHELTER E	13.36	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Klingaman (Fountain)	10-55300-655 B&G/SHELTER E	10.50	09/02/25
RICHLAND CENTER UTIL	08/07/2025	For Dike Alarm City	10-56200-320 FLOODPLN/UTILI	13.46	09/02/25
RICHLAND CENTER UTIL	08/07/2025	North Park Pond	10-55300-320 B&G/UTILITIES	180.17	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Lions Shelter/Conc	10-55300-655 B&G/SHELTER E	48.26	09/02/25
RICHLAND CENTER UTIL	08/07/2025	US HWY 80 N & Ind	10-54230-930 SIGNS/STREET LI	48.00	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Cemetery-10th Street	10-51850-325 BLDG-PROP/CEM	39.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Tenth & Cedar	10-54230-930 SIGNS/STREET LI	859.16	09/02/25
RICHLAND CENTER UTIL	08/07/2025	3 RT Landfill	10-54500-320 LANDFILL/UTILITI	107.34	09/02/25
RICHLAND CENTER UTIL	08/07/2025	E Robb Rd	10-54230-930 SIGNS/STREET LI	828.10	09/02/25
RICHLAND CENTER UTIL	08/07/2025	141 W Robb Rd Street Dep	10-54100-320 GARAGE/UTILITI	224.10	09/02/25
RICHLAND CENTER UTIL	08/07/2025	141 W Robb Rd Street Dep	10-54100-320 GARAGE/UTILITI	162.01	09/02/25
RICHLAND CENTER UTIL	08/07/2025	W Robb Rd	10-54230-930 SIGNS/STREET LI	817.76	09/02/25
RICHLAND CENTER UTIL	08/07/2025	141 W Robb Rd Street Dep	10-54100-320 GARAGE/UTILITI	13.98	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Industrial Park Sign	10-55300-320 B&G/UTILITIES	117.98	09/02/25
RICHLAND CENTER UTIL	08/07/2025	151 Ind Drive-Dog Park	10-55300-320 B&G/UTILITIES	54.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Cemetery-Parkinson/AA	10-51850-325 BLDG-PROP/CEM	39.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Park & Tenth Sts	10-54230-930 SIGNS/STREET LI	31.05	09/02/25
RICHLAND CENTER UTIL	08/07/2025	133 W Robb Rd	10-54230-930 SIGNS/STREET LI	206.94	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Bohmann Dr	10-55300-655 B&G/SHELTER E	12.88	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Court & Church St	10-54230-930 SIGNS/STREET LI	502.08	09/02/25
RICHLAND CENTER UTIL	08/07/2025	14 New Highway East	10-54230-930 SIGNS/STREET LI	174.27	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Burton & Main St	10-54230-930 SIGNS/STREET LI	130.25	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Dump Station-Old WWTP	10-55300-320 B&G/UTILITIES	28.60	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Cold Storage Bldg	10-55300-320 B&G/UTILITIES	33.14	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Mill Pond Campground	10-55300-320 B&G/UTILITIES	153.56	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Aud City Parking Lot	10-51850-320 BLDG-PROP/UTIL	81.98	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Mill & Main	10-54230-930 SIGNS/STREET LI	834.51	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Cemetery Bldg	10-51850-325 BLDG-PROP/CEM	19.30	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Cemetery Garage	10-51850-325 BLDG-PROP/CEM	45.01	09/02/25
RICHLAND CENTER UTIL	08/07/2025	Cemetery-Saloutus/Park	10-51850-325 BLDG-PROP/CEM	39.60	09/02/25
Total RICHLAND CENTER UTILITIE:				10,815.23	
<b>RICHLAND ELECTRIC CO-OP</b>					
RICHLAND ELECTRIC CO	09/02/2025	PW/Parks: RC Flood Control	10-56200-320 FLOODPLN/UTILI	47.35	09/18/25
Total RICHLAND ELECTRIC CO-OP:				47.35	
<b>SCOTT CONSTRUCTION, INC</b>					
SCOTT CONSTRUCTION,	08/14/2025	PW/Streets:602 Jackson Hot Mix	10-54200-560 STREETS/CONTR	4,456.32	09/04/25
SCOTT CONSTRUCTION,	08/21/2025	PW/Streets: 2025 Outlay Project -	10-54200-560 STREETS/CONTR	4,431.68	09/04/25
SCOTT CONSTRUCTION,	08/27/2025	PW/Streets: Cold Mix Patch	10-54200-560 STREETS/CONTR	891.44	09/18/25

City of Richland Center

Payment Approval Report - Public Works Committee

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Report dates: 8/22/2025-9/18/2025

Sep 18, 2025 02:29PM

Vendor Name	Invoice Date	Description	GL Account and Title		Net Invoice Amount	Date Paid
SCOTT CONSTRUCTION,	09/11/2025	PW/Streets: Cold Mix Patch	10-54200-560	STREETS/CONTR	875.60	
Total SCOTT CONSTRUCTION, INC:					10,655.04	
<b>SIMPSON'S TRACTOR, INC</b>						
SIMPSON'S TRACTOR, IN	08/21/2025	PW/B&G: Replace Tension Arm,	10-51850-440	BLDG-PROP/EQU	571.72	09/18/25
SIMPSON'S TRACTOR, IN	09/03/2025	PW/B&G: NH Workmaster 25S Re	10-51850-440	BLDG-PROP/EQU	1,085.83	
SIMPSON'S TRACTOR, IN	08/05/2025	PW/B&G: NH Workmaster 25S Hy	10-51850-440	BLDG-PROP/EQU	457.71	09/18/25
SIMPSON'S TRACTOR, IN	08/05/2025	PW/B&G: BOB 68 Broom Toolkat	10-51850-440	BLDG-PROP/EQU	253.75	09/18/25
Total SIMPSON'S TRACTOR, INC:					2,369.01	
<b>THE HOMESTEADER'S STORE</b>						
THE HOMESTEADER'S S	08/26/2025	PW/B&G: New Holland Workmast	10-51850-440	BLDG-PROP/EQU	212.06	
Total THE HOMESTEADER'S STORE:					212.06	
<b>US BANK</b>						
US BANK	07/14/2025	PW/B&G: Shop Supplies	10-51850-520	BLDG-PROP/SUP	82.22	
US BANK	09/09/2025	PW/Aquatic/B&G: Certified Pool O	10-51850-410	BLDG-PROP/TRAI	395.00	
US BANK	09/16/2025	PW/Streets: Elastomeric L Line S	10-54100-520	STREETS GARA	146.70	
Total US BANK:					623.92	
<b>WALSH'S ACE HARDWARE</b>						
WALSH'S ACE HARDWAR	08/25/2025	PW/B&G: Diesel Can 5 Gal	10-51850-520	BLDG-PROP/SUP	39.99	09/04/25
WALSH'S ACE HARDWAR	08/19/2025	PW/B&G: Wasteoil Bucket	10-51850-520	BLDG-PROP/SUP	3.28	09/04/25
WALSH'S ACE HARDWAR	08/19/2025	PW/ B&G: Pool House Drain	10-51850-470	BLDG-PROP/MAI	21.99	09/04/25
WALSH'S ACE HARDWAR	08/19/2025	PW/B&G: Drum Fan for Shop	10-51850-430	BLDG-PROP/EQU	350.00	09/04/25
WALSH'S ACE HARDWAR	08/28/2025	PW/B&G: Aquatic Center Maint: P	10-51850-470	BLDG-PROP/MAI	48.55	09/04/25
WALSH'S ACE HARDWAR	08/27/2025	PW/ Streets: Marking Paint Suppli	10-54230-520	SIGNS/SUPPLIES	11.70	09/04/25
WALSH'S ACE HARDWAR	08/29/2025	PW: B&G: CC Flag Pole	10-51850-470	BLDG-PROP/MAI	18.27	09/04/25
WALSH'S ACE HARDWAR	08/26/2025	PW: Streets: Marking Paint Suppli	10-54230-520	SIGNS/SUPPLIES	8.39	09/04/25
WALSH'S ACE HARDWAR	09/04/2025	PW/B&G: Fence Parts Returned	10-51850-470	BLDG-PROP/MAI	20.37-	09/18/25
WALSH'S ACE HARDWAR	09/10/2025	PW/B&G: Fasteners for Rinish Mo	10-51850-440	BLDG-PROP/EQU	1.79	09/18/25
WALSH'S ACE HARDWAR	09/03/2025	PW/Streets: Mounting Tape Garag	10-54100-520	STREETS GARA	14.78	09/18/25
WALSH'S ACE HARDWAR	09/08/2025	PW/Streets: Ace Btr Rlr J 3X3 2 P	10-54230-520	SIGNS/SUPPLIES	12.08	09/18/25
WALSH'S ACE HARDWAR	09/10/2025	PW/Streets: Rollers and Paint Tra	10-54230-520	SIGNS/SUPPLIES	6.46	09/18/25
WALSH'S ACE HARDWAR	08/28/2025	PW/ Streets: Marking Paint Suppli	10-54230-520	SIGNS/SUPPLIES	6.80	09/18/25
WALSH'S ACE HARDWAR	09/11/2025	PW/B&G: Community Center Wat	10-51850-470	BLDG-PROP/MAI	116.87	09/18/25
Total WALSH'S ACE HARDWARE:					640.58	
<b>WE ENERGIES</b>						
WE ENERGIES	09/09/2025	WE Energies: Gas Bills	10-51850-315	BLDG-PROP/CEM	13.47	09/30/25
WE ENERGIES	09/09/2025	WE Energies: Gas Bills	10-55300-655	B&G/SHELTER E	18.26	09/30/25
WE ENERGIES	09/09/2025	WE Energies: Gas Bills	10-54100-310	GARAGE/HEAT	41.70	09/30/25
WE ENERGIES	09/09/2025	WE Energies: Gas Bills	10-51850-310	BLDG-PROP/HEA	19.49	09/30/25
Total WE ENERGIES:					92.92	
<b>WERTZ PLUMBING &amp; HEATING</b>						
WERTZ PLUMBING & HE	08/20/2025	PW / B&G: 1" Cast Iron Gas Repa	10-51850-470	BLDG-PROP/MAI	226.78	09/04/25
Total WERTZ PLUMBING & HEATING:					226.78	

City of Richland Center

Payment Approval Report - Public Works Committee

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Report dates: 8/22/2025-9/18/2025

Sep 18, 2025 02:29PM

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
<b>WI DEPT OF NATURAL RESOURCES-ENV FEES</b>					
WI DEPT OF NATURAL R	09/12/2025	PW/B&G: CTMI Workshop VI/Tes	10-51850-410 BLDG-PROP/TRAI	425.00	
Total WI DEPT OF NATURAL RESOURCES-ENV FEES:				425.00	
<b>WI DEPT OF REVENUE-AV FUEL</b>					
WI DEPT OF REVENUE-A	08/31/2025	Aviation Fuel Tax - August 2025	10-54900-505 AIRPORT/AVIATI	21.24	09/19/25
Total WI DEPT OF REVENUE-AV FUEL:				21.24	
<b>WIL-KIL PEST CONTROL</b>					
WIL-KIL PEST CONTROL	08/31/2025	PW/Refuse: pest control landfill	10-54500-560 LANDFILL/CONT	67.38	09/18/25
WIL-KIL PEST CONTROL	08/31/2025	3722805 - Municipal Building - Pe	10-51850-470 BLDG-PROP/MAI	67.38	09/18/25
Total WIL-KIL PEST CONTROL:				134.76	
Grand Totals:				107,893.77	

The bills presented on this day, having been referred to the Public Works Committee,  
and said committee having duly investigated and audited these bills, hereby make the following recommendation:

THAT THE PUBLIC WORKS BILLS PRESENTED ON THIS DAY BE PAID, WITH THE FOLLOWING ADJUSTMENTS AND/OR EXCEPTIONS:

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Dated: \_\_\_\_\_

Public Works: \_\_\_\_\_

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Filed in the office of the City Clerk/Treasurer

#### Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

[Report].GL Account Number =

City of Richland Center

## Payment Approval Report - Public Works Committee

Page: 7

Report dates: 8/22/2025-9/18/2025

Sep 18, 2025 02:29PM

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
"10-54900-000"- "10-54900-999", "10-51850-000"- "10-51850-999", "10-54240-000"- "10-54240-999", "10-55300-000"- "10-55300-999", "10-56300-000"- "10-56300-999", "10-54100-000"- "10-54100-999", "10-54200-000"- "10-54200-999", "10-54210-000"- "10-54210-999", "10-54220-000"- "10-54220-999", "10-54230-000"- "10-54230-999", "10-54250-000"- "10-54250-999", "10-54260-000"- "10-54260-999", "10-54300-000"- "10-54300-999", "10-54400-000"- "10-54400-999", "10-54500-000"- "10-54500-999", "10-54600-000"- "10-54600-999", "10-54700-000"- "10-54700-999", "10-56200-000"- "10-56200-999", "10-61000-941"- "10-61000-948", "10-61000-961", "10-61000-962", "10-61000-971", "10-61000-990", "10-61000-991", "10-51500-250"					

**Agenda Item:** Emergency Purchase Notification – Court & Church Street Parking Lot Project

**Requested & Presented by:** DPW Jasen Glasbrenner

**Meeting Date:** Public Works Committee on 09-18-2025

**Committee Review:**

**Background:** In accordance with the City of Richland Center Financial Policies – Emergency Circumstances Purchasing Authorization – this item is presented to formally advise of a purchase made under emergency authority.

During the removal of existing asphalt at the Court & Church Street parking lot, crews encountered unforeseen site conditions, including:

- Remnants of an old building foundation
- Nearly 12" thick asphalt in sections
- Soft clay deposits
- Areas with inadequate gravel base

These issues rendered the site unfit for paving and required immediate remediation. Delay would have resulted in the City losing its place on the contractor's schedule, pushing the project into 2026 and increasing costs due to contractor remobilization.

In consultation with Street Crew Lead Jason Koch and contractor Randy Olson, the City proceeded with excavation and gravel replacement to maintain project momentum. The required emergency approval was obtained from the Mayor, Council President, and City Administrator in accordance with policy.

At the time of invoking the Emergency purchase it was estimated that the additional work would cost between \$7,000 and \$10,000.

**Financial Impact:** \$11,108.44 (\$10,108.44 unbudgeted)

**Funding Source:** OUTLAY/ROADWAYS - 10-61000-941

**Attachment(s):**

Randy Olson Trucking LLC Invoice\_08.31.25

Emergency Purchase Authorization - Court & Church Street Parking Lot Project

**Randy Olson Trucking LLC**30690 Olson Ln  
Lone Rock, WI 53556

Item 4.

**INVOICE****BILL TO**Richland Center Street Dept  
450 South Main St  
Richland Center, WI 53581INVOICE #  
12945DATE  
08/31/2025TERMS  
30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/08/2025		Parking Lot Bid			
	Machine use	Hrs of Machine use	1	1,000.00	1,000.00
					Subtotal: 1,000.00
08/11/2025		***Extras***			
08/11/2025	Gravel 1-1/4" - Richland	yds of Gravel 1-1/4"	48	18.00	864.00
08/11/2025	Track Loader	Hours of Track Loader	3.50	100.00	350.00
08/11/2025	Mini Exc	Hrs of Mini Excavator use	3.50	100.00	350.00
08/15/2025	03	Hrs of #03 Truck Use- Quad Axle	2	105.00	210.00
08/15/2025	Mini Exc	Hrs of Mini Excavator use	2	100.00	200.00
08/15/2025	Track Loader	Hours of Track Loader	2	100.00	200.00
08/15/2025	Gravel 1-1/4" - Richland	yds of Gravel 1-1/4"	96	18.00	1,728.00
08/16/2025	Gravel 1-1/4" - Richland	yds of Gravel 1-1/4"	48	18.00	864.00
08/16/2025	Track Loader	Hours of Track Loader	1.50	100.00	150.00
08/20/2025	Gravel 3/4" - Richland	yds of Gravel 3/4"	174.48	18.00	3,140.64
08/21/2025	Gravel 1-1/4" - Richland	yds of Gravel 1-1/4"	48.10	18.00	865.80
08/26/2025	03	Hrs of #03 Truck Use- Quad Axle	2	105.00	210.00
08/26/2025	Track Loader	Hours of Track Loader	2.50	100.00	250.00
08/26/2025	Gravel 1-1/4" - Richland	yds of Gravel 1-1/4"	16	18.00	288.00
08/27/2025	Gravel 1-1/4" - Richland	yds of Gravel 1-1/4"	16	18.00	288.00
08/27/2025	Track Loader	Hours of Track Loader	1.50	100.00	150.00
					Subtotal: 10,108.44

Terms: 1.5% NET 30 days

Any questions regarding your Invoice, please call  
Connie at 608-604-6359 or email me at:  
randyolsonstrucking@gmail.com

Thank you for your business and have a great day!

SUBTOTAL

11,108.44

TAX

0.00

TOTAL

11,108.44

BALANCE DUE

**\$11,108.44**





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## Expenditure Overage due to Unforeseen Conditions at the Court and Church St Parking Lot Replacement Project

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From Jasen Glasbrenner <jasen.glasbrenner@richlandcenterwi.gov>

Date Tue 08/12/2025 14:40

To Todd Coppernoll <todd.coppernoll@richlandcenterwi.gov>; Ryan Cairns <ryan.cairns@richlandcenterwi.gov>; Ashley Oliphant <ashley.oliphant@richlandcenterwi.gov>

Cc Darcy Perkins <darcy.perkins@richlandcenterwi.gov>; Public Works <publicworks@richlandcenterwi.gov>

Hello Todd, Ryan, and Ashley,

I am asking for your approval to invoke the Emergency Circumstances Purchasing Authorization due to unforeseen circumstances on the Court and Church St. parking lot replacement project.

As we stripped the blacktop from the parking lot it was discovered that there were portions of an old building foundation, old blacktop that was nearly a foot thick, areas of soft clay, and areas where the gravel base was just not thick enough. None of these conditions can be paved over with new blacktop. As a result, these items must be removed and filled in with new gravel. After onsite conversations with Randy Olson and Street Crew Lead – Jason Koch we have estimated the extra work and materials that the City would be responsible for to be in the range of \$7,000 to \$10,000. Mark Jelinek / Pratt Funeral Home and the Fire Department are also involved in this project, and they are likely to incur additional costs as well.

To keep the project moving forward we need the unanimous approval of the Mayor, the Council President and the City Administrator. See the financial policy clause below.

c.) **Emergency circumstances** necessitate immediate purchase, not allowing time to seek bids. The Mayor, Council President and the City Clerk shall be notified of any such emergency prior to the purchase, and no purchase shall be made without their unanimous approval. Council Members shall be advised of the circumstances of such authorized emergency purchases via email as soon as possible.

Failure to proceed will pull us off the blacktop schedule, may result in not getting the lot repaved until next year, and will likely add even more cost to the project for remobilizing the contractors that are involved.

Please reply to all on this email with your consent or let me know if you have any questions.

**Jasen Glasbrenner, Director**

**Cell 608-475-0766**





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**RE: Expenditure Overage due to Unforeseen Conditions at the Court and Church St Parking Lot Replacement Project**

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**From** Ashley Oliphant <ashley.oliphant@richlandcenterwi.gov>

**Date** Tue 08/12/2025 15:26

**To** Ryan Cairns <ryan.cairns@richlandcenterwi.gov>; Jasen Glasbrenner <jasen.glasbrenner@richlandcenterwi.gov>; Todd Coppernoll <todd.coppernoll@richlandcenterwi.gov>

**Cc** Darcy Perkins <darcy.perkins@richlandcenterwi.gov>; Public Works <publicworks@richlandcenterwi.gov>

I'm recommending that we utilize unallocated contingency for this.

Ashley Oliphant

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**From:** Ryan Cairns <ryan.cairns@richlandcenterwi.gov>

**Sent:** Tuesday, August 12, 2025 2:54 PM

**To:** Jasen Glasbrenner <jasen.glasbrenner@richlandcenterwi.gov>; Todd Coppernoll <todd.coppernoll@richlandcenterwi.gov>; Ashley Oliphant <ashley.oliphant@richlandcenterwi.gov>

**Cc:** Darcy Perkins <darcy.perkins@richlandcenterwi.gov>; Public Works <publicworks@richlandcenterwi.gov>

**Subject:** Re: Expenditure Overage due to Unforeseen Conditions at the Court and Church St Parking Lot Replacement Project

I am ok with it. Where is the money coming from?

Ryan Cairns

Council President

Elected 2018, 2020, 2022, 2024

Aldersperson District 4 — Wards 10,11,12

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Outlook

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**Re: Expenditure Overage due to Unforeseen Conditions at the Court and Church St Parking Lot Replacement Project**

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**From** Todd Coppernoll <todd.coppernoll@richlandcenterwi.gov>

**Date** Tue 08/12/2025 16:48

**To** Jasen Glasbrenner <jasen.glasbrenner@richlandcenterwi.gov>; Ryan Cairns <ryan.cairns@richlandcenterwi.gov>; Ashley Oliphant <ashley.oliphant@richlandcenterwi.gov>

**Cc** Darcy Perkins <darcy.perkins@richlandcenterwi.gov>; Public Works <publicworks@richlandcenterwi.gov>

OK. 7-10,000 - Mayor Todd Coppernoll

Get [Outlook for iOS](#)

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# CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 5.

**Agenda Item:** MSA Street Inventory & Pavement Rating Services Proposal

**Requested & Presented by:** DPW Jasen Glasbrenner

**Meeting Date:** Public Works Committee on 09-18-2025

## **Committee Review:**

**Background:** To maintain eligibility for General Transportation Aids (GTA), the Wisconsin Department of Transportation requires all municipalities to rate and report pavement conditions every odd-numbered year. These ratings are entered into the Wisconsin Information System for Local Roads (WISLR).

MSA Professional Services has submitted a proposal to help the City of Richland Center with its required 2025 pavement reporting. The services include driving review of roughly 35 miles of city streets, condition assessments, a WISLR system reset, and entry of updated ratings. MSA will also use the WISLR analysis tool to generate necessary reports and present findings to the Public Works Committee. Optional services include WISLR staff training, GIS dashboard integration, and sidewalk/curb assessments. Completing this project will equip the Public Works department to effectively manage street maintenance and complete future reports.

A comparable proposal from another vendor was requested and returned at approximately \$20,000.

MSA has an established working relationship with the City and serves as a primary engineering advisor on road-related matters throughout the year. Their familiarity with both the WISLR platform and the City's roadway infrastructure ensures consistency, accuracy, and efficiency in the delivery of this project.

**Department Recommendation:** Staff recommends approval of the MSA Professional Services Agreement for 2025 pavement rating and street inventory services as presented.

**Financial Impact:** Approximately \$4,250

**Funding Source:** 10-54200-560 – ROADWAYS/CONTRACTED WORK (Unbudgeted Expenditure)

## **Requested Action:**

**PUBLIC WORKS:** Motion to recommend to the Finance Committee to approve the MSA Professional Services Agreement for 2025 pavement rating and street inventory services at a cost not to exceed \$5,000.

**FINANCE:** Motion to recommend to the Common Council to approve the MSA Professional Services Agreement for 2025 pavement rating and street inventory services at a cost not to exceed \$5,000.

**COUNCIL:** Motion to approve the MSA Professional Services Agreement for 2025 pavement rating and street inventory services at a cost not to exceed \$5,000.

## **Attachment(s):**

2025 MSA Street Inventory & Pavement Rating Services Proposal



## Professional Services Agreement

MSA Project Number: 00013087

This AGREEMENT (Agreement) is made effective October 7, 2025 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Andrew Zimmer, P.E.

Email: azimmer@msa-ps.com

**CITY OF RICHLAND CENTER (OWNER)**

Address: 450 South Main Street, Richland Center, WI 53581

Phone: (608) 647-3466

Representative: Jasen Glasbrenner Email: jasen.glasbrenner@richlandcenterwi.gov

**Project Name:** 2025 Pavement Rating Assistance

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: October 2025  
Approximate Completion Date: December 2025

**The estimated fee for the work is:** \$4,250

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis. Attachment B: Rate Schedule is attached and made part of this Agreement

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF RICHLAND CENTER**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Todd Coppernoll

Mayor

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

\_\_\_\_\_  
Andrew Zimmer, P.E.

Sr. Team Leader

Date: SEPT. 8, 2025

**OWNER ATTEST:**

\_\_\_\_\_  
Jasen Glasbrenner

Director of Public Works

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



**MSA PROFESSIONAL SERVICES, INC. (MSA)  
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of



services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.



**12. Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

**13. Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

**14. Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**15. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**16. Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**17. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**18. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional



insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

**23. Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

**24. Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

**25. Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

**26. Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

**27. Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**28. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

**29. No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

**30. State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

**31. Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

**32. Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



## ATTACHMENT A: SCOPE OF SERVICES

### Project Understanding

The Wisconsin Department of Transportation requires every municipality in the state to rate and report pavement conditions every odd numbered year to maintain eligibility for General Transportation Aid (GTA) funds. Pavement ratings are assessed on 1 to 10 scale utilizing the Pavement Surface Evaluation and Rating (PASER) system developed by the Wisconsin Department of Transportation. Pavement conditions must be reported in the Wisconsin Information System for Local Roads.

MSA proposes the following scope of services to assist the City with the 2025 pavement rating cycle:

- Acquire City of Richland WISLR database from Wisconsin Department of Transportation.
- Download 2023 pavement ratings and road segments in Excel spreadsheet format.
- Review Pavement Surface Evaluation and Rating (PASER) manuals for asphalt and concrete pavement.
- "Windshield" review by MSA of approximately 35 miles of City streets accompanied by Public Works Director and/or staff (2 days assumed).
  - *Windshield review to be performed by MSA Graduate Engineer II, City to provide vehicle and driver.*
- Visually assess current pavement conditions and assign initial pavement ratings.
  - *MSA reviewer to photograph questionable pavement conditions for evaluation by senior engineering staff.*
- Desktop review of initial field ratings and photographs.
- Assign updated 2025 condition ratings in spreadsheet format and forward to City for review and comment.
- Access WISLR database and enter 2025 pavement ratings.
  - *City to provide MSA written permission granting to the WISLR system*
- Utilize WISLR Pavement Analysis Tool to prepare the following reports:
  - Rudimentary Needs Analysis
  - Rudimentary Needs Analysis by Pavement Type
  - Rudimentary Needs Analysis by Functional Classification
  - Condition Frequency
  - Average Frequency by Pavement Type
  - Average Frequency by Functional Classification
  - Suggested 5-year Budget Plan utilizing average bid prices determined by WisDOT
- Summarize WISLR output in letter report.
- Attend Public Works Committee to present report findings and recommendations.

### Additional Services

- Verification of pavement widths, pavement type and attributes
- Condition rating of sidewalks and curb and gutter
- WISLR Training of City staff
- GIS Dashboard Analysis tool preparation
- Implementation of Analysis Dashboard in existing City/Utility GIS

## ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative .....	\$ 75 – \$150/hr.
Architects .....	\$ 75 – \$215/hr.
Community Development Specialists .....	\$135 – \$185/hr.
Digital Design .....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists .....	\$105 – \$185/hr.
Geographic Information Systems (GIS) .....	\$ 95 – \$185/hr.
Housing Administration .....	\$ 95 – \$170/hr.
HR .....	\$ 135 – \$150/hr.
Inspectors/Zoning Administrators .....	\$105 – \$130/hr.
IT Support .....	\$175 – \$195/hr.
Land Surveying .....	\$ 75 – \$185/hr.
Landscape Designers & Architects .....	\$ 75 – \$215/hr.
Planners .....	\$ 75 – \$205/hr.
Principals .....	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems .....	\$150 – \$200/hr.
Project Managers .....	\$150 – \$230/hr.
Real Estate Professionals .....	\$135 – \$165/hr.
Staff Engineers .....	\$ 75 – \$145/hr.
Technicians .....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator .....	\$ 90 – \$115/hr.

### REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Specs/Reports .....	\$10
Copies .....	\$0.14/page
Plots .....	\$0.01/sq.in.
Flash Drive .....	\$10
GPS Equipment .....	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment .....	\$20/hour - \$2/hour for DOT
Dini Laser Level .....	\$85/per day
Mailing/UPS .....	At cost
Mileage – Reimbursement .....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle .....	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing .....	\$30/day
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine .....	Included in labor rates
Robotic Survey Equipment .....	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods .....	At cost
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Geodimeter .....	\$30/hour
Drone Flight .....	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

# CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 6.

**Agenda Item:** SWWRPC Cemetery GIS System Update Proposal

**Requested & Presented by:** DPW Jasen Glasbrenner in coordination with Cemetery Sexton Tess Barr-Hamblin

**Meeting Date:** Public Works Committee on 09-18-2025

## **Committee Review:**

**Background:** A discrepancy has been identified in the GIS mapping of the Richland Center Cemetery's Memorial Section (AA–HH). The original digital map was built using spreadsheet data that inaccurately listed the same number of plots per row, despite row lengths decreasing due to a road curve. For example, row AA contains 34 plots while row CC has only 29, yet all were mapped as if they had 34.

This discrepancy has resulted in nonexistent “extra” plots appearing as unsold and plot widths in shorter rows being compressed below the standard 4 feet. This only became evident after additional legacy maps and physical layout details were reviewed post-GIS development.

In coordination with SWWRPC, a correction plan has been developed. The proposed work includes:

- Fixing alignment and spacing in Sections AA–HH to match original maps.
- Correcting ~1,000 additional plots across the cemetery flagged for missing/conflicting information.

**Department Recommendation:** Staff recommends the approval of the expenditure of \$1,000 for the Cemetery GIS System correction work from unallocated contingency to resolve known issues and ensure continued accuracy of the cemetery platform.

**Financial Impact:** \$1,000 unbudgeted expenditure separate from the annual SWWRPC maintenance contract.

**Funding Source:** Unallocated Contingency 10-59100-390

## **Requested Action:**

**PUBLIC WORKS:** Motion to recommend to the Finance Committee to approve the expenditure of \$1,000 for the Cemetery GIS System correction work from unallocated contingency.

**FINANCE:** Motion to recommend to the Common Council to approve the expenditure of \$1,000 for the Cemetery GIS System correction work from unallocated contingency.

**COUNCIL:** Motion to approve the expenditure of \$1,000 for the Cemetery GIS System correction work from unallocated contingency.

## **Attachment(s):**

SWWRPC Cemetery GIS System Correction Proposal

## **Richland Center Cemetery GIS Mapping Update Proposal September 15th, 2025**

### **Agenda Item**

Discussion and action to approve SWWRPC's work to update the Richland Center Cemetery GIS map with newly identified information for a cost of \$1,000.

### **Purpose**

In 2024, the City of Richland Center contracted with the Southwestern Wisconsin Regional Planning Commission (SWWRPC) to create a GIS platform for the Bowen and Richland Center cemeteries that offers the ability for city staff, residents, and other members of the public to search for and easily access cemetery records on a self-service map. SWWRPC maintains the platform to ensure continued, valuable use to the City including updates to spaces to reflect the current status of occupancy and related information for each space.

New information was recently discovered by the City that depicts a more accurate portrayal of cemetery lots/locations throughout the Richland Center Cemetery. Additionally, there are approximately 1,000 spaces throughout the cemetery that have received updated information in the City's internal tracking spreadsheet through the process of verifying cemetery records internally. The cemetery GIS would need to be updated to accurately reflect this new information that was not available at the time of the platform's initial creation in order for it to accurately serve the needs of its users. As a larger project enhancement, this work falls outside the original project scope and is excluded from the annual maintenance contract due to the potential variability of cost.

SWWRPC is seeking approval for \$1,000 to be allocated toward a separate agreement for completion of this work that falls outside of the initial project and maintenance scope. Work will begin immediately and complete by the end of 2025. The specific action items to be performed are identified as follows:

- Corrections to Locations AA-HH to fix spacing/alignment of rows and number of spaces to match Legacy Mark maps
- Corrections throughout the cemetery pertaining to roughly 1,000 spaces identified to contain missing/incorrect/conflicting information that the City is in the process of updating via spreadsheet that will then be implemented into GIS

Thank you for your continued partnership.

Sincerely,



Troy Maggied  
Executive Director  
Southwestern Wisconsin Regional Planning Commission

# CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 7.

**Agenda Item:** Vierbicher Pine River Dike Annual Inspection Proposal

**Requested & Presented by:** DPW Jasen Glasbrenner

**Meeting Date:** Public Works Committee on 09-18-2025

**Committee Review:**

**Background:** The City is required to complete an annual inspection of the Pine River Levee system. Vierbicher Engineering has submitted a proposal to perform the 2025 inspection.

The scope of the project includes:

- Onsite visual inspection of the levee system
- Review of prior inspection reports and known issue areas
- Completion of the United States Army Core of Engineers (USACE) Levee Inspection Checklist
- Summary report documenting current conditions and recommendations

This is a recurring, budgeted service that capitalizes on the City's ongoing relationship with Vierbicher Engineering, who has conducted this inspection in previous years and serves as the City's primary technical resource for levee-related inquiries throughout the year. Their familiarity with the system ensures continuity and efficiency in performing the required work.

**Department Recommendation:** Staff recommends approval of the Vierbicher Pine River Dike Annual Inspection Proposal as presented.

**Financial Impact:** Approximately \$2,800 (Budgeted Expenditure)

**Funding Source:** 10-56200-560 – FLOODPLN/CONTRACTED WORK

**Requested Action:**

**PUBLIC WORKS:** Motion to recommend to the Finance Committee to approve the 2025 Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed \$3,000.

**FINANCE:** Motion to recommend to the Common Council to approve the Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed \$3,000.

**COUNCIL:** Motion to approve the Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed \$3,000.

**Attachment(s):**

2025 Vierbicher Pine River Dike Annual Inspection Proposal



September 16, 2025

Jasen Glasbrenner  
City of Richland Center  
450 South Main Street  
Richland Center, WI 53581

Re: Proposal to Provide Professional Engineering Services  
Pine River Dike Annual Inspection

Dear Mr. Glasbrenner:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Proposal to provide engineering services to conduct the annual inspection for the City of Richland Center (Client) Dike. All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

## **I. PROJECT UNDERSTANDING**

The Client is required to have the Pine River Dike and interior drainage channel inspected annually. The Pike River Dike and interior drainage channel includes the following components:

- Allison Park Dike
- Church Street Diversion
- Krouskop Park Dike
- Upper Main Dike
- Lower Main Dike
- Interior Drainage Channel

The above facilities are shown on the attached map. The inspection is to be made in coordination with City staff and Mike Dreischmeier, NRCS Area Engineer. An inspection report shall be prepared and submitted to the Client.

## **II. SCOPE OF SERVICES**

### **A. General**

Consultant shall provide engineering services to conduct the annual inspection of the Pine River Dike and interior drainage channel for the City of Richland Center.

### **B. Specific Services Provided by Consultant**

#### **1. Task 1 – Existing Document Review**

a) Consultant will review the following:

- (1) As-built drawings of the Dike and interior drainage channel.



- (2) Last three inspection reports.
- (3) Other information related to the facility furnished by the Client and/or NRCS.

2. Task 2 – Field Inspection & Documentation

- a) Consultant will conduct one on-site inspection of the Dike and interior drainage channel. The inspection will be done with City and NRCS staff. The inspection will verify if previous recommendations have been completed, document existing conditions and identify deficiencies. The Consultant will note general observations, take photographs and provide recommendations for maintenance.

3. Task 3 – Inspection Report

- a) An inspection report will be prepared summarizing the inspection documentation and recommendations. The recommendations will be prioritized so high priority maintenance items can be attended to first.

4. Task 4 – Report Submittal & Coordination

- a) One copy of the Dike Inspection Report will be submitted to the Client. As an additional service, the Consultant will make a presentation to the Common Council if requested.

**III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT**

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions; the following are not included in this scope of work:

- A. Geotechnical or concrete testing.
- B. Design of proposed improvements.
- C. Maintenance phase services.

**IV. INFORMATION PROVIDED BY OTHERS**

In order to complete our Scope of Services, the following shall be provided by others:

- A. As-built drawings of the dike and interior drainage channel.
- B. Three prior dike inspection reports.
- C. Other documentation as available.

**V. SCHEDULE**

Consultant shall begin work upon receipt of written authorization to proceed. The inspection and report will be completed within 30 days. Consultant cannot be held responsible for project schedule delays caused by weather, public agencies, or delays over which it has no control.

**VI. SCHEDULE OF DELIVERABLES**

The following deliverables shall be provided to the Client throughout the duration of the project:

- A. Dike Inspection Report

## **VII. DESIGNATION OF RESPONSIBLE PARTIES**

The designated responsible parties representing the Client and Consultant respectively shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Neil Pfaff, Project Leader. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Neil.

The Client designates Jasen Glasbrenner as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

## **VIII. FEES**

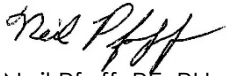
- A.** The fixed fee to provide the scope of services included herein is \$2,800.
- B.** These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- C.** Reimbursable expenses are included in the above stated fees.

## IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-7-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to me at our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Neil Pfaff, PE, PH, CST  
Project Leader

Enclosure: General Terms & Conditions  
Pine River Dike Map

## AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

\_\_\_\_\_  
Todd Coppernoll, Mayor  
City of Richland Center  
450 South Main Street  
Richland Center, WI 53581

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Consultant



\_\_\_\_\_  
Neil Pfaff, PE, PH, CST, Engineering Services Manager  
Vierbicher Associates, Inc.  
201 E. Main Street, Suite 100  
Reedsburg, WI 53959

\_\_\_\_\_  
September 16, 2025  
Date

\_\_\_\_\_  
Witness

© Vierbicher Associates, Inc.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Agreement**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

**2. Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

**3. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**4. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.
- I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.
- J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

**5. Additional General Considerations (for projects involving construction)**

- A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

## 6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

## 7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

## 8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

## 9. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

### C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

## 10. Limitations of Liability/Indemnity

### A. Definitions:

- 1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.
- 2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

### B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:  
  
The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.
- 2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- 3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

- C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.
- D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## 11. Betterment

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

## 12. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain all ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from

all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

## 13. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

## 14. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

## 15. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

## 16. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

## 17. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

## 18. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

**19. No Express or Implied Warranty**

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

**20. Damages Waiver**

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

**21. Standard of Care**

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

**22. Termination**

The obligation to provide further services under this Agreement may be terminated:

**A. For Cause**

- 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2) By Consultant
  - a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
  - b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
  - c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

**B. To Discontinue Project**

By Client effective upon the receipt of notice by Consultant.

**C. Reimbursement for Services**

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

**23. Force Majeure/Project Schedule**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a

result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

**24. Successors, Assigns and Beneficiaries**

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

**25. Municipal Financial Advisor Services**

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

**26. Controlling Laws**

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

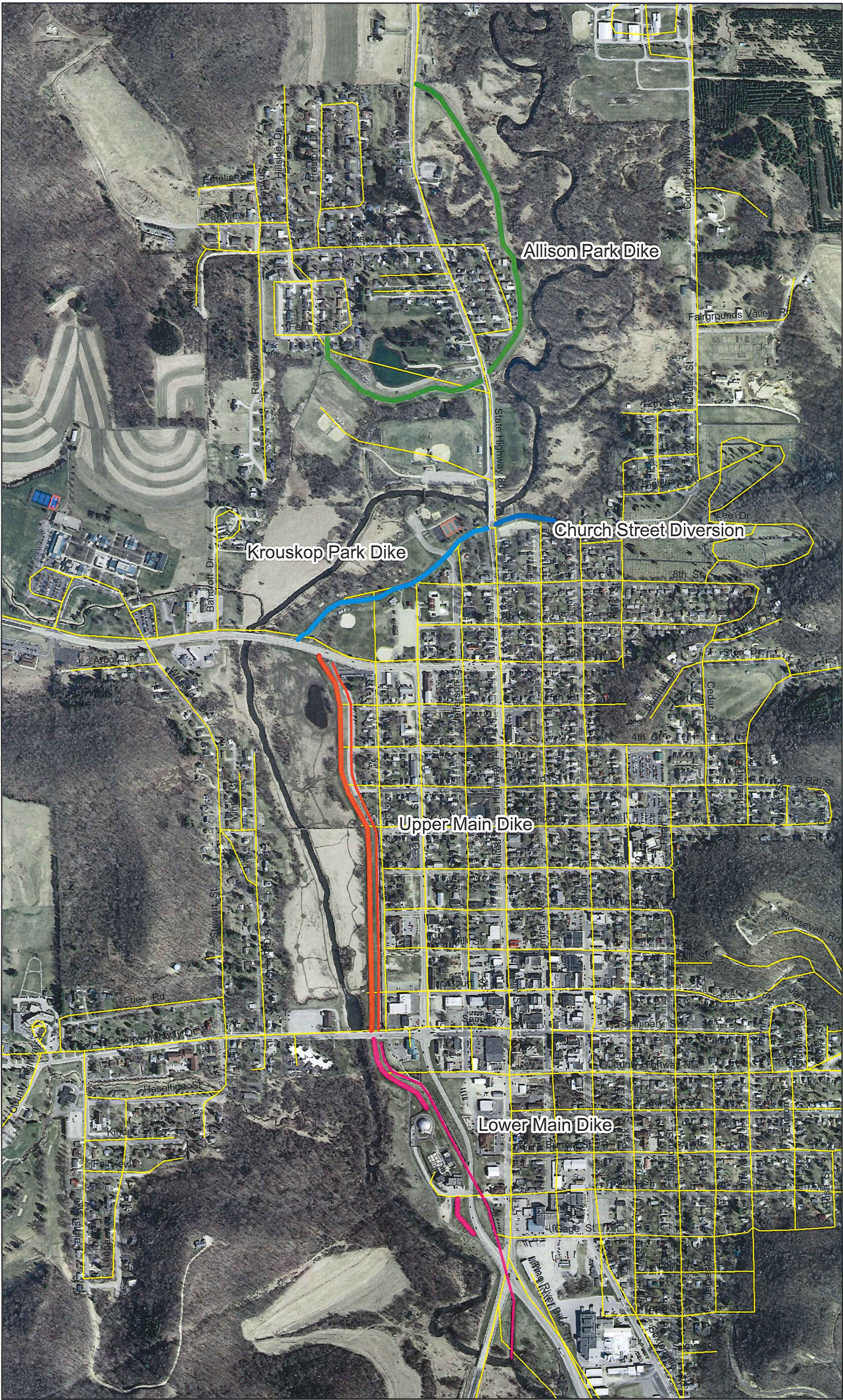
**27. Entire Agreement**

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

**28. Authority**

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.





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# CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 8.

**Agenda Item:** Director of Public Works Monthly Report

**Requested & Presented by:** DPW Jasen Glasbrenner

**Meeting Date:** Public Works Committee on 09-18-2025

## **September & October 2025 Operations Summary – Airport, Buildings & Grounds, Cemetery, Forestry & Streets**

**Airport:** We continue to work with the BOA to keep the airport masterplan and runway resurfacing projects moving. Master planning should begin this fall, and we are pushing for runway resurfacing in 2026.

**Buildings & Grounds:** Crew Lead Matt Williams registered for Certified Pool Operator (CPO) training in November. We are demoing different pieces of equipment and continue to focus on a major reset of the B&G operations. Winterization of Aquatic Center and notification of major maintenance cost of up to \$35,000 for slide maintenance. Planning for several major landscaping projects

**Cemetery:** Three cremations completed; more scheduled. One 4x4 cremation plot sold. Addressed a cemetery issue during the week of 9/8. – Occupied but unmarked grave.

**Forestry:** Visibility pruning performed on Church St. Removed hazardous trees from parks and trails. Preparing winter tree removal list with citywide drive-through planned.

**Streets:** Chip seal project completed 9/9 with minimal cleanup required. Crews patched non-chip seal streets and began pavement marking on 8/25—most parking stalls done; crosswalks underway. Curb painting began downtown and continues through main corridors. Paint shaker failed 9/11; replacement parts due 9/22, delaying some markings until after leaf season. Canal maintenance is underway ahead of the October inspection.

### **DPW Comments:**

We continue with deep evaluation of everything that we do in Buildings and Grounds. Fire station parking lot should be completed within 1 week. We have experienced substantial delays due to poor subgrade conditions, weather, and scheduling. Employee reviews have been completed for the Public Works Department. Budgeting for 2026 remains a major focus.