

OFFICIAL PUBLIC NOTICE



MEETING OF THE COMMON COUNCIL

TUESDAY, FEBRUARY 07, 2023 AT 6:30 PM

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

WEBEX:

<https://cityofrichlandcenter.my.webex.com/cityofrichlandcenter.my/j.php?MTID=m4a825e3ea432ac0d8176888c05313062>

PHONE: Call 1-408-418-9388

ENTER MEETING NUMBER: 2558 999 1322# ENTER PASSWORD: 3466#

AGENDA

CALL TO ORDER: *Pledge of Allegiance; 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. Council Minutes 01-17-2023 & 01-25-2023

APPROVAL OF AGENDA:

PROCLAMATION:

2. Proclamation Honoring Ron & Beth Fruit

CONSENT AGENDA:

CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS:

MAYOR AND ALDERPERSONS: *Committee/Commission/Board Reports and Comments and/or items to be discussed at a future meeting.*

TREASURER'S REPORT:

3. Treasurer's Report

PAYMENT OF BILLS:

4. Bills

ITEMS FOR DISCUSSION AND ACTION:

5. Roadway Classification Changes
6. Branding & Logo Package
7. Discussion Regarding Campus Drive Transfer of Ownership
8. Symons Rec Operational Deficiency Request
9. Transition of Economic Development Director Position

FINANCE COMMITTEE RECOMMENDATIONS AND ACTION: (CAIRNS)

10. Cropland Lease Renewal
11. Stori Field RFQ (Request for Qualifications) Process
12. Secure professional services for Zoning administration
13. Secure Services for Zoning Code Modifications
14. Billboard Lease Proposal
15. State Municipal Financial Agreement for Highway 80 DOT Project

APPOINTMENTS TO COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS:

PUBLIC COMMENT: *No Council action will be taken on any matter originating under this item.*

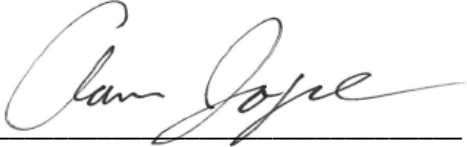
CLOSED SESSION:

16. Move into Closed Session per Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

ADJOURN:

Posted this 3rd day of February, 2023 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

A handwritten signature in black ink, appearing to read "Aaron Joyce", written over a horizontal line.

Aaron Joyce, City Clerk/Treasurer

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.

TUESDAY, JANUARY 17, 2023 AT 6:30 PM

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

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

Meeting called to order at 6:30

PRESENT

Aldersperson Ryan Cairns
Aldersperson Karin Tepley
Aldersperson Kevin Melby
Aldersperson Melony Walters
Aldersperson Scotty Wallace
Aldersperson Tom McCarthy

ABSENT

Aldersperson Carson Culver
Aldersperson Susan Fruit

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. Minutes for 12/20 & 1/03

Motion made by Aldersperson Wallace to approve the minutes of the December 20, 2022 and January 3, 2023 regular meetings. Seconded by Aldersperson Walters. Motion carried 6-0.

APPROVAL OF AGENDA:

Motion made by Aldersperson Tepley to approve the agenda as presented. Seconded by Aldersperson Melby. Motion carried 6-0.

CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS:

Clerk Joyce reported that there will be a primary election on February 21st.

MAYOR AND ALDERPERSONS: *Committee/Commission/Board Reports and Comments and/or items to be discussed at a future meeting.*

RC Fire District will have a new clerk. Lacey Luxton was hired after an interview process. She will begin training ASAP. Beth Paasch has served for 1 year as the RCFD Clerk. Mayor Coppernoll noted that there was a recent listening session by Senator Marklein and Representative Kurtz and many people came to discuss the campus. People were very respectful throughout.

TREASURER'S REPORT:

The Treasurer's Report was not available for this meeting.

PAYMENT OF BILLS:

2. Bills 01-17-2023

Motion made by Aldersperson Cairns to approve the bills as presented. Seconded by Aldersperson McCarthy. Motion carried 6-0. Voting Yea: Aldersperson Cairns, Aldersperson

ITEMS FOR DISCUSSION AND ACTION:

3. Municipal Taxi License

Motion made by Alderperson Wallace to approve the 2023 Taxi License for Running Inc. Seconded by Alderperson Melby. Motion carried 6-0.

FINANCE COMMITTEE RECOMMENDATIONS AND ACTION: (CAIRNS)

4. Request to Purchase Replacement Dike Lights

Dave Fry worked with Scott Gald and Scotty Wallace on this project. Would like to replace 18 lights starting at Hwy 14 and use the removed lights for replacement parts. Graybar was by far the lowest quoted from the multiple suppliers where figures were received. Finance recommended the purchase. Fry is looking to purchase 18 lights replaced at a \$530 each from Graybar. Motion made by Alderperson Cairns to approve the purchase of dike lights at a cost not to exceed \$10,000 from Visual Impact/Graybar and waive the bidding requirements. Second by Alderperson Walters. Motion carried 6-0. Voting Yea: Alderperson Cairns, Alderperson Tepley, Alderperson Melby, Alderperson Walters, Alderperson Wallace, Alderperson McCarthy

5. Update on Street Department Truck Purchase

The pickup truck has been purchased and it is in our possession. Fillback Ford had a vehicle that was available right away. 2022 F250 has been purchased. The price came in under budget. The purchase was approved by the Finance Committee on January 6th.

6. Symons Rec Operational Deficiency Request

Finance did not make a recommendation. Full council is being asked to discuss and decide. \$47,611.41 being requested of the the city, which is 50% of the entire deficiency that covers 2020 and 2021. Communication was not made when the deficiency was taking place. This deficiency is not budgeted in 2023 city budget. Alderperson Cairns asked why this has happened. Should someone from the county come and explain? Consensus was that someone should come from the county and discuss why this is just now being disclosed and how it happened. Walters noted that 2023 funding could have been allocated in a more timely fashion to address the shortfall. Administrator Oliphant said the shortfall is due to Covid, but the explanation should be why it's just now being shared with the stakeholders. McCarthy asked what are the consequences of a "no" vote are. Mayor Coppernoll said he was unsure what would happen if the city did not fulfill the request. Motion by Alderperson Melby to request someone from the county come to the next meeting to explain how and why the Symon's shortfall has taken place and why the deficiency wasn't disclosed earlier. Second by Alderperson Wallace. Motion carried 6-0.

APPOINTMENTS TO COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS:

None.

PUBLIC COMMENT: *No Council action will be taken on any matter originating under this item.*

None.

ADJOURN:

Motion to adjourn made by Alderperson Tepley, Seconded by Alderperson Walters. Motion carried 6-0 at 6:54 PM.

Item 1.

City of Richland Center and Richland County

Common Council and Rules & Strategic Planning Standing Committee

January 25th, 2023

The Rules and Strategic Planning Standing Committee, Richland Center Common Council and the Richland Economic Development Committee met on Wednesday, January 25th, 2023, at 5:30 p.m. at the Richland Center Community Center at 1050 N. Orange Street via in person and teleconference.

Committee members present included: Committee Chair Shaun Murphy-Lopez, Ingrid Glasbrenner, Marty Brewer, Danielle Rudersdorf, Don Seep, Carson Culver, Kevin Melby, Ashley Oliphant, Mike Breininger, Alan Lins, Bruce Roesler, Rufus Haucke, Karin Tepley, Scotty Wallace, Donald Fieldhouse, Kari Honer, Ryan Cairns, Tom McCarthy, Todd Coppernoll, Clinton Langreck with Melanie Walter by phone.

Absent: Julie Fleming, Chad Cosgrove, Linda Gentes, Melvin Frank from the Rules and Strategic Planning Standing Committee. Susan Fruit from the Richland Center Common Council. Eric Klang from the Richland Economic Development Committee.

Department heads, staff and public present were: Richland County Administrative Assistant Cheryl Dull taking minutes.

1. **Call to Order** – At 5:34 p.m. Mayor Coppernoll called the meeting of the Richland Center Common Council to order; Committee Chair Murphy-Lopez called the meeting of the Rules and Strategic Planning Standing Committee to order; Mike Breininger call the meeting of the Richland Economic Development Board to order.
2. **Proof of Notification** - Chair Murphy-Lopez and Mayor Coppernoll confirmed that the meeting had been properly noticed.
3. **Agenda Approval** - Moved by Supervisor Brewer to approve the agenda for the Rules and Strategic Planning Standing Committee as presented, seconded by Supervisor Glasbrenner. Moved by Alderman Tepley to approve the agenda for the Richland Center Common Council as presented, seconded by Alderman Melby. Moved by Bruce Roesler to approve the agenda for the Richland Economic Development (RED) Board as presented, seconded by Alan Lins. All voting aye, motion carried.
4. **Economic development agreement between Richland County and the City of Richland Center** – Chair Murphy-Lopez reviewed how the meeting will be chaired and explained the items provided in the packet. Mayor Coppernoll updated everyone that at the last City Council meeting the City voted to withdraw from the Agreement between the County and City. He stated the City felt that Jason Glasbrenner currently has multiple bosses and it has caused project delays. With the City withdrawing from the Agreement they feel it will create a better set up for Economic Development. Mike Breininger agreed with Mayor Coppernoll's statements but felt the RED Board is the one that Jason Glasbrenner should report to.

Chair Murphy-Lopez asked for comments or concerns from all committee and board members.

Administrator Langreck reviewed several projects that Glasbrenner has assisted with.

Supervisor Brewer stated this came forward due to budgeting issues but reiterated the County wants to support Richland Economic Development.

Alderman Culver stated the City has already acted on this and he is not sure what decisions or changes can be made tonight.

Alderman Wallace stated we don't want to miss any opportunities by having to go through chain of command.

Alderman Tepley stated there was a lot of people currently managing Economic Development and they looking for the most efficient way to do business.

Alderman Cairns stated the city fully supports working together but the City made the decision because they don't want to be reactive down the road.

Supervisor Glasbrenner supports Economic Development for both the County and the City and looks forward to work together to best achieve this.

Bruce Roesler feels we need to continue to sustain the Economic Development.

City of Richland Center and Richland County

Common Council and Rules & Strategic Planning Standing Committee

Don Fieldhouse feels the City taking over the Economic Development will affect the County but feels Jasen will do well with the City.

Alan Lins felt the County has funded the position through 2023 and asked that the City take pause to see what happens with the shared revenue from the state to see if the partnership could continue. He requests that a strategic plan be put together for Economic Development.

Rufus Hauke feels we are in a very real exciting time in Richland County and may even need another Economic Development person.

Supervisor Seep feels that there is a management structural problem. We have been without an Economic Development person for several years. He would like to see the County and City continue to work together.

Mike Breininger stated in 2009 the Economic Development position went by the wayside and since that time the Community has struggled in development. He feels we have arrived at a place where the city and county are working better together than they have in years. He recommends a sub-committee that consists of 3 members from City, 3 from County and 3 from RED Board meet over the next several months to work on a plan.

Chair Murphy-Lopez reviewed the clauses of cancellation in the contract between the City and the County. The position is still funded 60% by the County through 2023. He feels the City should continue with the contract between the City and the County through 2023.

Alderman Walters stated she felt there was sense coming from County meetings that the County would be defunding the Economic Development position in the future and didn't feel it was fair to Jasen to continue to worry about funding, with that, the City has the funds and chose to take the position on. Their intent is not to dissolve the RED Board but there needs to be discussion of what the REDs Board role will be in the future.

Mayor Coppernoll stated the city had no interest in getting out of Economic Development so that is why the City chose to take it on.

Supervisor Brewer added no matter how this goes, it is important for the county to remain active with the RED Board.

Murphy-Lopez questioned if the city takes over Economic Development 100% and Jasen reports to the city, how would projects outside the city work?

Alderman Culver feels the city would have good reason to evaluate the 30% portion from the County in the future. The City has 90 days to evaluate their decision, if they city so chooses, may decide to not give notice.

5. **Communication regarding Symons Recreation Complex operational deficiency** – No quorum, not action taken.
6. **Adjournment** – Moved to adjourn the Rules and Strategic Planning Standing Committee at 6:28 p.m. by Supervisor Seep, 2nd by Supervisor Rudersdorf. Moved to adjourn the RED Board by Alan Lins, 2nd by Rufus Hauke. Moved to adjourn the City Council meeting by Alderman Wallace, 2nd by Tepley. All voting aye, motion carried.

Minutes respectfully submitted by
Cheryl Dull
Assistant to the County Administrator

PROCLAMATION

Whereas, the City of Richland Center strives to recognize its distinguished citizens; and

Whereas, Ron and Beth Fruit have dedicated their adult lives to the Greater Richland Center Community; and

Whereas, through their decades of ownership of WRCO Radio, Ron and Beth kept area residents both entertained and informed through all circumstances; and

Whereas, the Fruits have earned the admiration and respect of the People of Richland Center;

As Mayor of the City of Richland Center, I, Todd Coppernoll do hereby issue this Proclamation of Respect and Appreciation to Ron and Beth Fruit, with sincerest wishes for a happy and eventful retirement.

*In Testimony Whereof, I
hereunto set my hand and
cause the seal of the City
of Richland Center to be
affixed this 7th day of
February in the year of two
thousand and twenty-three.*

*Todd Coppernoll, Mayor
Richland Center, Wisconsin*

CITY OF RICHLAND CENTER						
Utility Report - Month January 31, 2023						
FUNDS	TREASURER BAL BEG OF MONTH	RECEIPTS	TOTAL	DISBURSEMENTS	TREASURER BAL END OF MONTH	Unrestricted INVESTMENTS
GARBAGE		22,576.75				
PUBLIC BENEFIT		3,749.20				
ELECTRIC UTILITY	38,903.68	1,040,612.51	1,105,842.14	872,504.01	\$ 233,338.13	\$ 245,219.43
WATER UTILITY	275,286.05	155,026.82	430,312.87	123,255.55	\$ 307,057.32	\$ 60,595.25
SEWER UTILITY	13,365.37	228,722.95	242,088.32	205,460.99	\$ 36,627.33	\$ 71,096.41
Restricted		Location	% Interest	Due Date		
WWTP Replacement Fund	1,880,136.96	State	Variable 4.05	None		
WWTP Bond Fund	158,893.01	State	Variable 4.05	None		
Electric Replacement Fund	501,020.03	State	Variable 4.05	None		
Electric Bond Fund	60,339.30	State	Variable 4.05	None		
Electric	217,441.99	State	Variable 4.05	None		
Electric	103,064.24	Community First	0.07	01/19/23		
Electric	24,591.70	Community First	Variable .26	None		
Electric	214,366.20	State	Variable 4.05	None		
Electric - AMI	222,814.11	State	Variable 4.05	None		
Water Replacement Fund	281,156.10	State	Variable 4.05	None		
Water	405,890.46	State	Variable 4.05	None		
Water - Clean Wa Loan#8 5-2028	87,320.66	State	Variable 4.05	None		
Water	56,835.77	Community First	Variable .26	None		
Water - Reservoir Loan#5-2039	110,364.99	State	Variable 4.05	None		
Water - AMI	70,808.50	State	Variable 4.05	None		
Water	200,279.46	Community First	Variable .90	04/13/23		
Water DNR Loan	10.00	Richland Co Bank				
WWTP	26,561.95	Community First	Variable .25	None		
WWTP	40,060.14	State	Variable 4.05	None		
WWTP New as of 4/16/15	91,634.01	Community First	0.88	06/01/23		
USDA Reserve Acct	625,000.00	State	Variable 4.05	Restricted		
USDA 2015 Bond Fund	294,467.34	Richland Co Bank	Variable 0.06	Restricted		
WWTP -RATE STABILIZATION	1,118,561.72	State	Variable 4.05	Restricted		
		Location	% Interest	Due Date		
Electric	3,185.74	RC Money Mkt	Variable .06			
Water	3,759.48	RC Money Mkt	Variable .06			
WWTP	4,474.32	RC Money Mkt	Variable .06			
Restricted	Restricted Funds are for Projects, Bond Payments and Equipment Replacement					
Electric	1,101,603.88					
Water	1,155,830.17					
WWTP	4,168,693.04					
TOTAL RESTRICTED FUNDS	6,426,127.09					

		+	-	
CITY OF RICHLAND CENTER - TREASURER'S REPORT				Item 3.
	1/31/2023			
FUNDS	BEG/MO BAL	RECEIPTS	DISBURSEMENTS	END/MO BAL
<i>Deposits</i>				
<i>Disbursements</i>				
City General Unassigned:	\$ 483,990.64	\$ 846,114.95	\$ 613,430.47	\$ 716,675.12
State Investments #1 Unassigned	\$ 4,558,788.55			\$ 4,558,788.55
Property Tax Account (partial unassigned)				
#2 Landfill long term care (for landfill issues)	\$ 586,291.13			\$ 586,291.13
#3 TIF-Panorama Estates (TIF 6)	\$ 98,522.75			\$ 98,522.75
#6 TIF 2-5 (only #4)	\$ 344,805.98			\$ 344,805.98
RLF Business Savings	\$ 608,822.73			\$ 608,822.73
RLF Business Checking	\$ 1,164.57			\$ 1,164.57
RESTRICTED FUNDS: (by outside entity)				
CDBG Housing RLF	\$ 94,990.15	\$ 467.51		\$ 95,457.66
Landfill Long Term Care CD to 2045	\$ 301,492.03	\$ 2,720.53		\$ 304,212.56
Landfill Long Term Care CD to 2045	\$ 305,968.89			\$ 305,968.89
Library Checking	\$ 185,393.07	\$ 136,404.27	\$ 41,470.36	\$ 280,326.98
Canine Fund	\$ 41,325.12	\$ 1,340.00	\$ 168.56	\$ 42,496.56
Room Tax	\$ 37,770.50	\$ 18,181.29		\$ 55,951.79
Greater Richland Tourism	\$ 35,090.62	\$ 148.89	\$ 814.23	\$ 34,425.28
Redevelopment Authority	\$ 67,011.28	\$ 188.59		\$ 67,199.87
#5 Renew RC Loan Program-Affordable Housing	\$ 844,590.16			\$ 844,590.16
Renew RC Loan Program-Checking	\$ 28,184.74	\$ 79.32		\$ 28,264.06
COMMITTED: (by resolution of the Council)				
#4 Projects committed	\$ 1,599,553.85			\$ 1,599,553.85
ASSIGNED: (for specific use, not assigned)				
Cemetery CDs	\$ 4,821.78	\$ 2.15		\$ 4,823.93
Park/Rec/Comm Center	\$ 9,849.37	\$ 27.72		\$ 9,877.09
Aquatic Center	\$ 59,072.27	\$ 10,250.00		\$ 69,322.27
LOANS				
Loans:	Total Debt	Annual Payment	Final Payment due	12/31/2020 Balance
Richland County Bank (2%)	\$ 200,000.00	\$ 55,000.00	2024	\$ 200,000.00
WPPI (no interest)	\$ 24,031.94	\$ 5,059.44	10/28/2027	\$ 18,972.50
State Trust Fund Loan - Panorama Est TIF 6 (3.5%)	\$ 13,949.14	\$ 41,567.70	3/15/2021	\$ 13,949.14
Bonding - Panorama Estates TIF 6 (1.8%)	\$ 795,000.00	\$ 21,285.00	4/1/2037	\$ 795,000.00
CFB Haseltine 389,390/Westside Dr 362,610 (2.7%)	\$ 602,000.00	\$ 67,117.10	4/1/2028	\$ 602,000.00
<i>Aquatic Center Bonding (20 Years)</i>	<i>\$ 4,090,000.00</i>	<i>\$ 295,486.25</i>	<i>8/1/2038</i>	<i>\$ 4,090,000.00</i>
	\$ 5,724,981.08	\$ 485,515.49		\$ 5,719,921.64
Debt Capacity \$15,155,950 (2019 audit)	38%			38%
Max recommendation 65% = \$9,851,367				

CITY OF RICHLAND CENTER - TREASURER'S REPORT

Item 3.

12/31/2022

FUNDS	BEG/MO BAL	RECEIPTS	DISBURSEMENTS	END/MO BAL
<i>Deposits</i>				
<i>Disbursements</i>				
City General Unassigned:	\$ 142,985.50	\$ 865,175.93	\$ 524,170.79	\$ 483,990.64
State Investments #1 Unassigned	\$ 3,830,844.98	\$ 1,127,943.57	\$ 400,000.00	\$ 4,558,788.55
Property Tax Account (partial unassigned)				
#2 Landfill long term care (for landfill issues)	\$ 582,499.62	\$ 3,791.51		\$ 586,291.13
#3 TIF-Panorama Estates (TIF 6)	\$ 97,885.61	\$ 637.14		\$ 98,522.75
#6 TIF 2-5 (only #4)	\$ 342,576.14	\$ 2,229.84		\$ 344,805.98
RLF Business Savings	\$ 607,859.37	\$ 963.36		\$ 608,822.73
RLF Business Checking	\$ 1,164.57	\$ 1,160.00	\$ 1,160.00	\$ 1,164.57
RESTRICTED FUNDS: (by outside entity)				
CDBG Housing RLF	\$ 94,483.99	\$ 506.16		\$ 94,990.15
Landfill Long Term Care CD to 2045	\$ 301,492.03			\$ 301,492.03
Landfill Long Term Care CD to 2045	\$ 305,968.89			\$ 305,968.89
Library Checking	\$ 229,916.36	\$ 1,365.52	\$ 45,888.81	\$ 185,393.07
Canine Fund	\$ 37,012.88	\$ 4,690.00	\$ 377.76	\$ 41,325.12
Room Tax	\$ 48,886.13	\$ 211.88	\$ 11,327.51	\$ 37,770.50
Greater Richland Tourism	\$ 25,225.07	\$ 11,433.30	\$ 1,567.75	\$ 35,090.62
Redevelopment Authority	\$ 66,724.60	\$ 286.68		\$ 67,011.28
#5 Renew RC Loan Program-Affordable Housing	\$ 839,128.25	\$ 5,461.91		\$ 844,590.16
Renew RC Loan Program-Checking	\$ 28,064.16	\$ 120.58		\$ 28,184.74
COMMITTED: (by resolution of the Council)				
#4 Projects committed	\$ 1,589,209.63	\$ 10,344.22		\$ 1,599,553.85
ASSIGNED: (for specific use, not assigned)				
Cemetery CDs	\$ 4,818.52	\$ 3.26		\$ 4,821.78
Park/Rec/Comm Center	\$ 9,807.24	\$ 42.13		\$ 9,849.37
Aquatic Center	\$ 253,062.40	\$ 10,014.87	\$ 204,005.00	\$ 59,072.27
LOANS			Final	12/31/2020
Loans:	Total Debt	Annual Payment	Payment due	Balance
Richland County Bank (2%)	\$ 200,000.00	\$ 55,000.00	2024	\$ 200,000.00
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CFB Haseltine 389,390/Westside Dr 362,610 (2.7%)	\$ 602,000.00	\$ 67,117.10	4/1/2028	\$ 602,000.00
<i>Aquatic Center Bonding (20 Years)</i>	<i>\$ 4,090,000.00</i>	<i>\$ 295,486.25</i>	<i>8/1/2038</i>	<i>\$ 4,090,000.00</i>
	\$ 5,724,981.08	\$ 485,515.49		\$ 5,719,921.64
Debt Capacity \$15,155,950 (2019 audit)	38%			38%
Max recommendation 65% = \$9,851,367				

A/P LIST SUBMITTED FOR APPROVAL

Item 4.

Finance Committee

Meeting Date: 02/07/23

VENDOR	DESCRIPTION	2022 AMOUNT	2023 AMOUNT
Added Touch Floral & Gifts	M Sowle plant		40.00
Aegis Corporation	Insurance - crime policy		1,823.00
Aegis Corporation	Insurance - equipment breakdown		8,236.00
Alliant Energy	Light bills - Street light/Airport lounge		150.28
BMO Harris Bank	Police charges - Training/supplies/postage		588.32
BMO Harris Bank	City charges - Prestamped envelopes/supplies		1,663.31
Community Insurance	2023 workers comp 2nd installment		34,013.00
Computer Doctors	ARPA expenses - data processing	19,898.84	
Ehlers	Disclosure reporting		750.00
Frontier	Police department phone bill		10.70
Genuine Telecom	Police phone bill		149.02
Genuine Telecom	Mun Bldg phone/DSL bill		448.92
Genuine Telecom	Street/Airport/Landfill phone bill		190.21
Genuine Telecom	Parks/CC phone bill		300.65
Jelinek, Gretchen	Monthly assessor payment		1,658.33
Jones Chevrolet	Police squad operating expense		69.95
Kiesler Police Supply	Police priority equipment		883.00
Koelsch, Ben	Monthly cable sponsorship		1,933.75
Mid-States Organized Crime Info Center	Police membership		150.00
Pine River Sports Association	Police indoor range fee		100.00
Pitney Bowes	Postage for postage meter		405.25
Pitney Bowes	Postage meter supplies		182.58
Rhyme Business Products	Municipal building copiers		459.46
Rhyme Business Products	Police office supplies		154.47
Rhyme Business Products	Mun Bldg office supplies		191.44
Richland Fire District	Fire call - accident		600.00
Rodriguez, Joel	Police translator		37.50
Running, Inc	December taxi service	21,114.14	
Stanard & Associates, Inc	Police employment testing		248.00
State Pool #1	Transfer airport ARPA funds	22,000.00	
TC AutoWorks LLC	Police squad operating expense		181.92
U S AutoForce	Police squad operating expense		1,809.68
U S Cellular	Floodwarning call line		40.51
U S Cellular	City cell phones		232.42
Verizon Wireless	Police cell phones		453.53
W Chris McGough LLC	City attorney fees		6,100.00
Wallace, Cooper & Elliott Insurance	Insurance adjustment		101.00
Walsh's Ace Hardware	Police supplies		55.78
Wex Bank	Police fuel bill		2,212.54
WI Dept of Justice	Annual PD system support		1,281.00
WI Dept of Revenue	Aviation fuel tax		10.06
WI Dept of Transportation	Preliminary design-Highway 14		2,316.76
Wiconnect Wireless	Airport internet		56.86
Wil-Kil Pest Control	Landfill pest control		63.30
WPPI	LED project payment		421.62
	Totals	63,012.98	70,774.12

GRAND TOTAL

\$133,787.10

PUBLIC WORKS BILLS

Meeting Date: 01/31/23

VENDOR	DESCRIPTION	AMOUNT
Allstate peterbilt	54200-420 power steering joint	51.96
Blackstone technologies	54200-520 patch	1,203.09
city utilities	54100-460 fire alarm	193.67
premier co-op	54200-500 gas	4,979.82
richland county highway dept	5400-520 salt-sand mix	2,167.35
simpson tractor inc.	54100-520 grease	85.80
walshes ace hardware	54200-440 sayty chain repair	16.72
walshes ace hardware	5400-440 snow plow repair	37.50
walshes ace hardware	54200-520 driveway markers	55.62
wil-kil pest control	54500-560 landfill cont work	63.30
total		8,854.83
<i>(Corrections/Adjustments from C/T office):</i>		
Walsh's Ace Hardware	Duplicate payment	(55.62)
Nature's Way Portables	Landfill portable rent	130.00
Richland Electric Co-op	Floodwarning bills	80.52
Town & Country Sanitation	Garbage bills	27,599.30
Revised Total		\$ 36,609.03

2022

Park/Property Bills

Total

\$1,293.99

2-2-23
~~31-Dec-22~~

Item	Invoice#/WO#/PO#	Invoice/WO/PO Date	Cost
Ferrellgas: 10-54900-310 Airport Terminal Building	1121648205	12/27/2022	\$1,042.28
NAPA Auto Parts: 10-51850-390 Community Center Furnace Belt	575353	12/6/2022	\$58.86
Simpson's Tractor Inc.: 10-55300-470 Tool Cat Snow Broom	WO21457	12/28/2022	\$192.85

Total

\$1,293.99

2023
Park/Property Bills

Total

\$4,160.57

2-2-23
17-Oct-22

Item	Invoice#/WO#/PO#	Invoice/WO/PO Date	Cost
A-1 Glass: 10-51850-440 F250 Log Through Back Window	1621600	1/24/2023	\$350.00
Auto Value Parts Stores: 10-51850-440 Snow Plow Light, 10-51850-440 Skid Steer	529087501, 529087879	1/13/2023, 1/26/2023	\$175.98 135.84
Carrot-Top Industries, Inc.: 10-51850-525 Cemetery Veterans Flags and City Flags	113676	1/19/2023	\$2,271.69
Holiday Wholesale: 10-51850-520 Parks, 10-51850-520 Parks All Buildings, 10-51850-520 Parks All Buildings	1306809, 1314803, 1317905	1/10/2023, 1/19/2023, 1/24/2023	\$776.70
Legacy Mark LLC: 10-51850-390 Annual Software Support, 10-51850-390 CemWeb Search Module Monthly Lease	104775-000, 104776-000	1/20/2023, 1/20/2023	\$551.52
Walsh's ACE Hardware: 10-51850-390 Community Center Fix Table, 10-51850-390 Community Center Sign, 10-55300-655 Dike Signs Repaint, 10-55300-655 Dike Signs Repaint	482410, 482040, 482153, 482784	1/24/2023, 1/18/2023, 1/19/2023, 2/1/2023	\$34.68
Total			\$4,160.57

Pomps

607.38

\$4,727.81

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Roadway Classification Changes

Meeting Date: 2/7/2023

Requested by: Terry Nelson, Street Superintendent

Background: The WI DOT periodically reviews and modifies functional classes of roadways. Functional classes determine eligibility for state aid and other funding pools. This review process examines how roadways *function*. A larger roadway does not automatically qualify for more aid than a smaller roadway. Rather, how the roadway is used is a major determining factor. More information about functional classification may be found here:

<https://wisconsindot.gov/Pages/projects/data-plan/plan-res/function.aspx>

Roadway Type	Definition
Arterial	Provide mobility so people can move from one place to another quickly and safely
Collector	Provide links between Arterial and Local Roads and balance of mobility and access safely
Local	Provide access to homes, businesses, and other property

Functional Classification	Abbreviation	FHWA Code*
Principal Arterial - Interstate	PA	1
Principal Arterial - Freeways and Expressways	PA	2
Principal Arterial - Other	PA	3
Minor Arterial	MA	4
Major Collector	MAC/COL	5
Minor Collector	MIC	6
Local	LOC	7

Route Usage (AADT)

FC	Urban			Rural			
	Low	Med	High	Low	Med	High	Rural Community
PA	3750+	6000+	9000+	2000+	3000+	6000+	3750+
MA	1500+	3000+	4500+	800+	1200+	2000+	1500+
MAC/COL	750+	1500+	2250+	300+	500+	1000+	750+
MIC				200+	300+	400+	450+

RECOMMENDED FUNCTIONAL CLASSIFICATION CHANGES for Richland Center

No.	Route	Limits	From	To	Reason
1.	Haseltine St	S Church St - S Rosa St	uMA	to uCOL	Continuity
2.	E 8th St	N Church St - STH 80	uLOC	to uCOL	Est ADT, Continuity
3.	Sunset Ln	STH 80 - Hillside Dr	uLOC	to uCOL	Est ADT, Land Use
4.	Court St	N Jefferson St - N Church St	uCOL	to uLOC	Serv'd by adjacent PA and MA
5.	S Jefferson St	W Court St - W Seminary St	uCOL	to uLOC	Serv'd by adjacent PA and MA
6.	Ithaca Rd	S Rosa St - CTH N/E City Limits	uMA	to uLOC	Continuity

	Current Total Mileage	Post Change Total Mileage
IH	0	0
PA	5.19	5.19
MA	4.86	4.14
COL	4.13	4.96
LOC	26.29	26.18
Total	40.47	40.47

Necessary Action: Adoption of the change list, functional classification map, and Resolution 2023-TBD

Motion: Motion to adopt the change list, functional classification map, and Resolution 2023-TBD.

Attachments (3): Resolution 2023-TBD, Change List, Functional Classification Map

RESOLUTION 2023 -

**A RESOLUTION AUTHORIZING A CHANGE TO THE CITY OF RICHLAND CENTER ROADWAY
FUNCTIONAL CLASSIFICATION**

WHEREAS, the Wisconsin Department of Transportation (DOT) conducts periodic reviews and updates to the functional classification system of roadways across the state of Wisconsin; and

WHEREAS, the Federal Highway Administration has issued guidance related to the development of functional classification of roadways; and

WHEREAS, the Wisconsin DOT has submitted recommended changes to the functional classification system of roadways in the City of Richland Center; and

WHEREAS, the changes proposed to the functional classification system of streets in the City of Richland Center are shown in the change list, as shown in Exhibit 1 to this Resolution; and

WHEREAS, after review by the Street Superintendent and City Administrator, the proposed classification changes have been found justified; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Richland Center, Richland County, Wisconsin that the City informs the Wisconsin Department of Transportation that the roadway functional classification changes as outlined in the change list, as shown in Exhibit 1 to this Resolution are approved and the above actions were taken by the Common Council of the City of Richland Center.

Adopted this 7th day of February, 2023

Todd Coppernoll., Mayor

Attest:

Aaron Joyce, City Clerk/Treasurer

Exhibit 1

CHANGE LIST

RECOMMENDED FUNCTIONAL CLASSIFICATION CHANGES

WisDOT Region:	South West (SW)
County:	Richland
Urban(ized) Area:	Richland Center
Population:	5,184

Urban Area:

RICHLAND CENTER

Starting Mileage:

IH	PA	MA	COL	LOC	TOTAL
	5.19	4.86	4.13	26.29	40.47

No.	Route	Limits	From	To	IH	PA	MA	COL	LOC	Reason
1	Haseltine St	S Church St - S Rosa St	uMA	to uCOL			-0.36	0.36		Continuity
2	E 8th St	N Church St - STH 80	uLOC	to uCOL				0.12	-0.12	Estimated ADT, Continuity
3	Sunset Ln	STH 80 - Hillside Dr	uLOC	to uCOL				0.23	-0.23	Estimated ADT, Land use
4	Court St	N Jefferson St - N Church St	uCOL	to uLOC				-0.18	0.18	Serviced by adjacent Principal and Minor Arterials (1-block in both directions)
5	S Jefferson St	W Court St - W Seminary St	uCOL	to uLOC				-0.06	0.06	Serviced by adjacent Principal and Minor Arterials (1-block in both directions)
6	Ithaca Rd	S Rosa St - CTH N/East City Limits	uMA	to uCOL			-0.36	0.36		Continuity
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										

Change:

0	0	-0.72	0.83	-0.11
---	---	-------	------	-------

End Mileage:

0	5.19	4.14	4.96	26.18	40.47
---	------	------	------	-------	-------

End %:

0.0%	12.8%	10.2%	12.3%	64.7%
------	-------	-------	-------	-------

desirable range

4% - 11% 7% - 14% 3% - 10% 62% - 74%

RECOMMENDED FUNCTIONAL CLASSIFICATION CHANGES

WisDOT Region:	South West (SW)
County:	Richland
Urban(ized) Area:	Richland Center
Population:	5,184

Urban Area:
RICHLAND CENTER

Starting Mileage:	IH	PA	MA	COL	LOC
		5.19	4.86	4.13	26.29

TOTAL
40.47

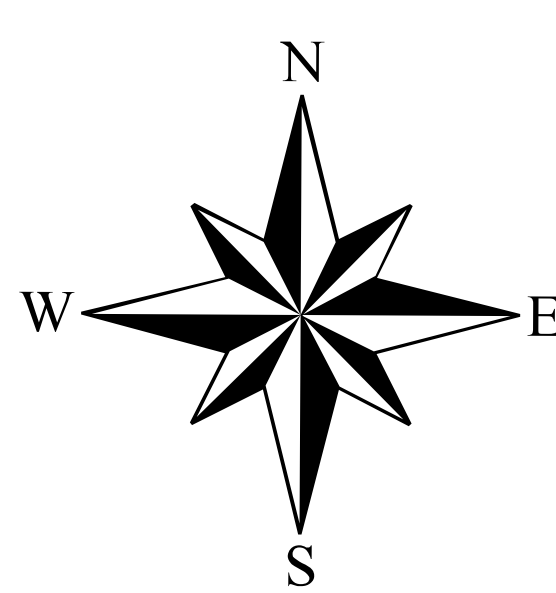
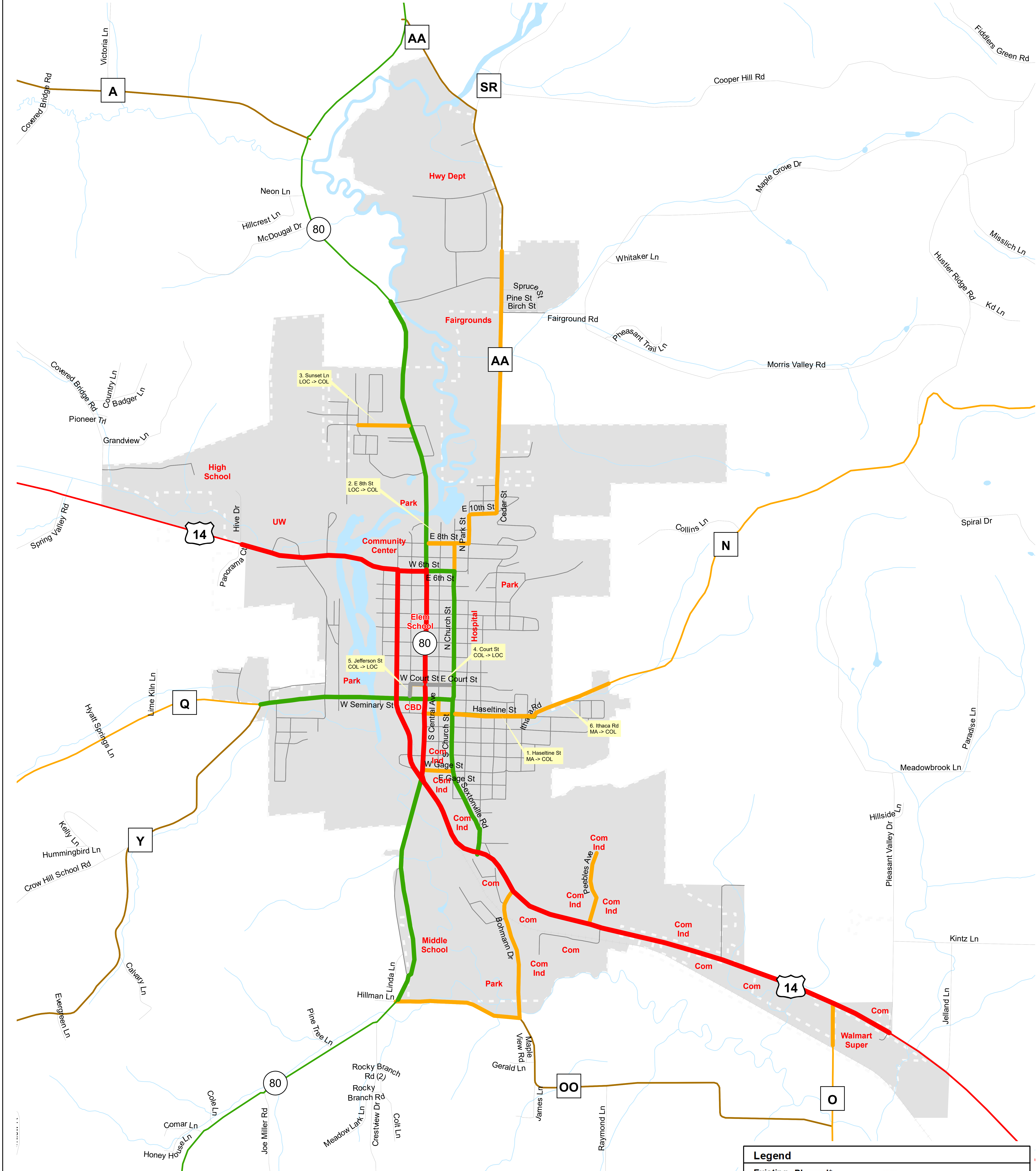
No.	Route	Limits	From	To	IH	PA	MA	COL	LOC	Reason
1	Haseltine St	S Church St - S Rosa St	uMA	to uCOL			-0.36	0.36		Continuity
2	E 8th St	N Church St - STH 80	uLOC	to uCOL				0.12	-0.12	Estimated ADT, Continuity
3	Sunset Ln	STH 80 - Hillside Dr	uLOC	to uCOL				0.23	-0.23	Estimated ADT, Land use
4	Court St	N Jefferson St - N Church St	uCOL	to uLOC				-0.18	0.18	Served by adjacent Principal and Minor Arterials (1-block in both directions)
5	S Jefferson St	W Court St - W Seminary St	uCOL	to uLOC				-0.06	0.06	Served by adjacent Principal and Minor Arterials (1-block in both directions)
6	Ithaca Rd	S Rosa St - CTH N/East City Limits	uMA	to uCOL			-0.36	0.36		Continuity
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										

Change:	0	0	-0.72	0.83	-0.11
End Mileage:	0	5.19	4.14	4.96	26.18
End %:	0.0%	12.8%	10.2%	12.3%	64.7%
desirable range	4% - 11%	7% - 14%	3% - 16%	62% - 74%	

40.47

RICHLAND CENTER

Functional Classification - DRAFT



Legend		Other
Existing	Planned*	
—	- - - Principal Arterial	— Railroads
—	- - - Minor Arterial	— Lakes, Rivers, Streams
—	- - - Collector	- - - City/Village Boundary
—	- - - Local	■ Urban(ized) Area
		■ Other surrounding urban(ized) area
		■ Rural Area
		■ County Boundary

* NOTE:
All planned route locations are approximations only.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 6.

Agenda Item: Branding and Logo Package - Implementation

Meeting Date: 2/7/2023

Requested by: Jasen Glasbrenner, Economic Development Director and Ashley Oliphant, City Administrator

Background: See the *Branding Project Synopsis Document* in your packet for the full background. Tonight, we are focused on providing you with: 1) A copy of the *Branding Manual* that was just completed by the design consultant; and 2) An outline of the *Branding Implementation Plan*.

Financial Impact: All financial impacts of the implementation process will be handled through the budget and operational processes of the City and its departments.

Funding Source: N/A

Attachments Provided:

- *City Branding Process Synopsis*
- *City Branding Manual*
- *City Branding Implementation Plan*

Requested Action: Motion to authorize the City Administrator to enact the Branding Implementation Plan.

Richland Center - Citywide Branding Project Synopsis

2/3/2023

By: Jasen Glasbrenner – Economic Development Director

Fourth Quarter of 2021

- The Economic Development Office began working on an official Branding Project with Southwestern Wisconsin Regional Planning Commission. The project would cover the development of branding for both the City and the County and the costs would be covered by a USEDA Grant that the County received in 2021. Kristin Mitchell Design was identified as the brand design consultant.
- A County Branding Committee and a City Branding Work Group was established. There were seventeen (17) people in the Work Group for the City, nine (9) people on the appointed County Committee, and three (3) people on the design consulting team.

First Quarter of 2022

- A series of three Committee and Work Group public meetings were conducted on Jan 27th – 2022, March 9th – 2022, and April 6th – 2022.
- At the Jan. workgroup meeting we outlined the process we would work through and began idea generation. There were 26 Committee and Work Group members in attendance.
- In Feb. there was a public input process conducted where ideas for the mottos and logos were solicited from citizens of the City and County. This was announced on the radio and published in the paper. There were around 20 submittals from the process.
- At the March meeting the ideas that were gathered from the Jan meeting and public input process were presented back to the group by the design consulting team. The consultants led the group through a process where the mottos were identified for both the City and the County. Initial concepts of the logos were reviewed refining suggestions were made. There were 18 Committee and Work Group members in attendance.
- At the April workgroup meeting the refined logos were reviewed and the final concepts were selected. There were 20 Committee and Work Group members in attendance.

May 2022

- The County Board approved of the logo and motto concepts and authorize the final development phases to be conducted by the design consulting team and the County Administrator.
- The refinement process continued on the City Logo. An electronic survey was submitted to the City workgroup for further input.

June 2022

- An additional survey was sent out to City workgroup and a final logo concept was selected for presentation to the City Council.
- On June 21st – 2022 the Council approved of the Logo and Motto and authorized the final development phases to be conducted by the design consulting team and the City Administrator.

July – Dec 2022

- Work continued under the design consulting team and the City and County Administrators to develop a Branding Manual that outlined departmental variations.
- Departmental variations were presented at both County and City Department Head Meetings and input from the departments was sought.
- In late December 2022 the completed branding manual and all graphic files were delivered to the County Administrator for implementation throughout the County.

Jan – Feb 2023

- The final draft of the Branding Manual for the City was completed by the design consultant during the week of Jan 30th – 2023 and an implementation timeline is discussed with City Administrator – Ashley Oliphant, City Utility Office Manager - Vanessa Mueller, and Economic Development Director - Jasen Glasbrenner.
- The Branding Manual with implementation time line is presented to City Council on Feb 7th – 2023 and to the City Utility Commission on Feb 8th- 2023.

Citywide Branding Implementation Timeline

2/14/2023

ALL DEPARTMENTS	Immediately	By 6/1/2023	By 2/15/2024	As Budget Allows
PAPER & DIGITAL				
Letterhead	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Cards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promo Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Advertisements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Billing Statements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APPAREL				
Clothing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hats & other gear	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VEHICLE DECALS				
Decals & Lettering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EV Wrap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIGNAGE				
Municipal Bldg.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Airport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cemetery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Community Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Utility Depts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Street Dept	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Park Shop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Library	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Entrance Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Richland

HOMETOWN CHARM.
NATURAL BEAUTY.

C E N T E R

Brand Identity Guidelines

Supported by the:





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WELCOME TO THE RICHLAND CENTER BRAND IDENTITY GUIDELINES

Thanks to the dozens of contributors and hundreds of hours of research and refinement, Richland Center has a new comprehensive logo system that will help residents and visitors better navigate the local offerings and be able to identify community assets.

WHY BRAND?

Our brand identity is one of the first impressions we make on our community residents and visitors. It represents the unique personality of Richland Center and helps to create a lasting impression of our image. Consistent use of the brand identity is critical to establishing and maintaining recognition and awareness.

WHO FACILITATED AND PAID FOR THIS?

This work was led by your partners at the Southwestern Wisconsin Regional Planning Commission under a federal grant secured to drive workforce attraction. Branding is a key element in telling a compelling reason why potentially new residents and workers should consider moving to or working in Richland Center. SWWRPC partnered with the Center to secure the local funding and expertise of your Economic Development team to ensure we created visual images that were truly reflecting the local culture and values. The main facilitators for this project were:

Kate Koziol, Economic Development Specialist
Southwestern Wisconsin Regional Planning Commission • Platteville, WI
608-342-1751 • k.koziol@swwrpc.org

Jasen Glasbrenner, Director
Richland Economic Development • Richland Center, WI
jasen.glasbrenner@co.richland.wi.us

Kristin Mitchell • Kristin Mitchell Design, Inc.
Mineral Point, WI • 608.987.3370 • kristin@kristinmitchelldesign.com

THE IMPORTANCE OF THESE BRANDING GUIDELINES

The guidelines outlined in this document have been developed to help define and ensure consistent implementation and long term use of our new brand identity. In this guide you'll see how to use the logos and we've tried to answer some of the most common questions. As you begin to roll out new business cards, signage or vehicle wraps, for example, refer to this manual on how to use the new logo.

WHO DO I CONTACT IF I HAVE QUESTIONS?

Your **City Administrator** has been tasked with working to make sure that the branding is implemented and managed to portray a consistent and professional City image. If you are uncertain about the use of the branding or need new formats or file sizes, or just have great new ideas, please contact your City Administrator or their designee. If further assistance is needed the Administrator may suggest contacting one of the original facilitators - Kristin Mitchell Design, Southwestern Wisconsin Regional Planning Commission, or Richland Economic Development.

The Richland Center Seal

Whenever possible, use the seal in color.

Vertical and horizontal orientations can be used interchangeably based on available space.

Vertical



Horizontal



Black Only

Vertical



Horizontal



Reversed

Vertical



Horizontal



The Richland Center Logo

Logos should be used in a consistent manner across all marketing efforts and mediums. See examples below.



Unacceptable logo treatments



Never tilt the logo



Never distort the logo



Never alter the shape.
Always scale proportionally



Never alter the colors



Never change the fonts



Never rearrange the elements

Richland Center Color Palette



PANTONE 52-8 C

C: 0%
M: 97%
Y: 80%
K: 20%

R: 197
G: 31
B: 48

HEX#: C5F30



PANTONE 3125 C

C: 95%
M: 2%
Y: 22%
K: 0%

R: 0
G: 171
B: 200

HEX#: 00ABC8



PANTONE 10-8 C

C: 0%
M: 18%
Y: 100%
K: 0%

R: 255
G: 207
B: 1

HEX#: FFCF01



PANTONE 157-16 C

C: 48%
M: 0%
Y: 100%
K: 14%

R: 127
G: 176
B: 534

HEX#: 7FB036



PANTONE 13-6 C

C: 33%
M: 35%
Y: 52%
K: 0%

R: 178
G: 159
B: 130

HEX#: #B39E7B



Black 40%

C: 0%
M: 0%
Y: 0%
K: 40%

R: 167
G: 169
B: 172

HEX#: #A9A9A9

Font

The Costa Std font used in the logo design is an Adobe font. Examples below—for display only.

Logo font used: Costa Std

Costa Std (light)

Costa Std (regular)

Costa Std (bold)

Minion Pro is a common PC / word processor font that compliments Costa Std. This font can be used in document text but at no time should it be used to replace the use of Costa Std in the logo.

Calibri (regular)

Calibri (medium)

Calibri (bold)

Richland Center Signage

Logos should be used as is for any and all signage. See examples below.



Richland Center Signage

Logos should be used as is for any and all signage. See examples below.



Business Card example

 .25 inch or 1/4 inch margin must be kept between logo and edge of card.

Please contact the City Administrator for the exact business card template to be used.

	
<p style="text-align: center;"> Name Department 608.647.3466 first.last@richlandcenterwi.gov 450 South Main Street Richland Center, WI 53581 </p>	<p style="text-align: center;"> Name Department 608.647.3466 first.last@richlandcenterwi.gov 450 South Main Street Richland Center, WI 53581 </p>

Richland Center Department logos

Logos should be used as is for any and all signage. See examples below.

Administrator



Airport



Building & Zoning



City Assessor



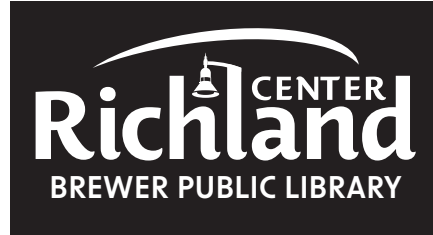
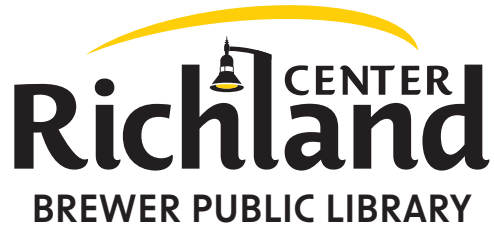
Clerk / Treasurer



Economic Development



Library



Mayor



Parks & Recreation



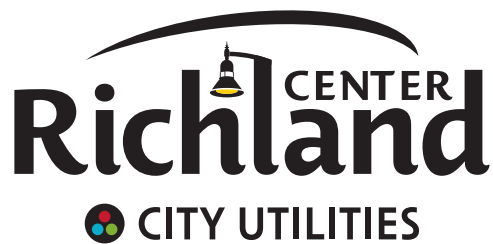
Police



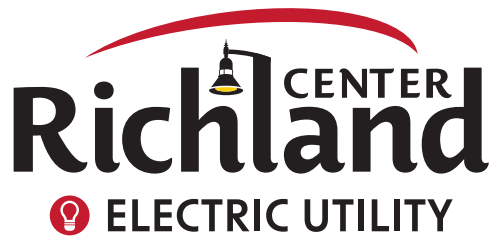
Public Works



City Utilities



Electric Utility



Wastewater Utility



Water Utility



Richland Center Tourism



Light Turquoise: ##007fba CMYK: C85, 42M, 6Y, 0K RGB: 0,127,186

Dark Turquoise: ##00659a CMYK: C93, 59M, 17Y, 2K RGB: 0,101,154

Yellow: ##feaf00 CMYK: 9C, 35M, 100Y, 0K RGB: 254,175,0

Green: ##003a15 CMYK: 85C, 47M, 93Y, 60K RGB: 0,58,21

Black only



White only



Full color



Black option with filled in sun



CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Campus Drive Transfer of Ownership

Meeting Date: 2/7/2023

Requested by: Ashley Oliphant

Background: The bridges located on Campus Drive are eligible for replacement under the [FFY 2024-2026 Local Bridge Improvement Assistance Program](#). This program offers 100% federal funding for structures (bridges) that are functionally classified as a local road or minor collector. While eligible for the program, Campus Drive fails to meet all the necessary qualifications, namely being a public roadway. The County is unable to satisfy this requirement. However, the City may obtain ownership and establish Campus Drive as a public roadway thus satisfying the program requirements.

If the City wishes to pursue obtaining ownership for the purpose of qualifying for the Local Bridge Improvement Assistance Program, the transfer of ownership and dedication of public way must occur quickly. The deadline for program applications is March 24, 2023. Given the necessary work to complete prior to the March 24th deadline, the City Administrator contacted the County and DOT to initiate the process.

The first course of action necessary is for the County to transfer ownership of the roadway to the City. County Corporation Counsel is actively engaged in this process. Once ownership has been transferred, the City will work with the DOT to formally classify Campus Drive as a public roadway. Once deemed a public roadway and on or before March 24th, an application for the Local Bridge Improvement Assistance Program will be submitted.

Things to consider prior to obtaining ownership:

1. Maintenance.
 - a. Will the City assume full responsibility for all ongoing maintenance and repairs of the roadway or require that of the County at no cost?
 - i. Plowing
 - ii. Pothole repairs
 - iii. Overlays, sealcoating, etc
 - b. The Street Superintendent conducts roadway inspections every other year. If the County is responsible for maintenance, the Street Superintendent would provide a pavement rating to the County.
 - i. A notice of required maintenance and repairs outlining the necessary improvements to be completed within two years.
2. Administrative Assistance.
 - a. Will the City seek ongoing administrative assistance from the County at no cost?
 - i. Identification of grant opportunities and other funding sources
 - ii. Development and submission of applications
3. Financial Assistance.
 - a. Will the City require the County to provide the required cost share of future projects?
 - i. Generally, an 80/20 split

Motion: Motion to approve pursuing the transfer of ownership of Campus Drive contingent upon the Richland County Board of Supervisors or designated committee agreeing to provide **[all / some / none]** ongoing maintenance, administrative assistance at no cost, and **[0% / 50% / 100%]** of the cost share of future projects.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Symons Recreation Center's Operational Deficiency Request

Meeting Date(s): 2/7/2023

Requested by: Clinton Langreck, Richland County Administrator

Presented by: Ashley Oliphant, City Administrator

Background: Richland County's request for contribution towards an operational deficiency was presented to the Common Council on 1/17/2023. The Common Council requested a representative from Richland County to report to a future meeting to allow for further inquiry.

At a joint meeting with Richland County on 1/25/2023, this item was to be discussed. However, the County lost their quorum before the matter could be taken up. A report was provided to the City from County Administrator Langreck addressing some of the questions posed by the Common Council at their last regular meeting. The report also notes an approximate deficiency of \$31,898.23 for 2022.

Financial Impact: \$47,611.41 (unbudgeted)

Funding Source: Three Sources Identified:

\$40,000 from 10-59100-390 Unallocated Contingency for 2022

\$3,023.58 from 10-61000-XXX Undesignated Interest (Projects Outlay)

\$4,587.83 from 10-59100-990 Symons line item in Pool 4 Outlay

Requested Action: Approve or deny request.

Attachments (4): 1/17/23 Coversheet, Expenses & Revenues, 1987 Agreement, and Report

Agenda Item Cover

Agenda Item Name: Communication regarding Symons Recreation Complex operational deficiency

Department	Administration	Presented By:	Administration
Date of Meeting:	25 January 2023	Action Needed:	TBD
Disclosure:	Open Session	Authority:	Symons
Date submitted:	25 January 2023	Referred by:	
Action needed by no later than (date)		Resolution	(TBD)

Recommendation and/or action language:

Bodies may take action as germane to the agenda item and within their authorities, to include consideration for proposed agreement amendments.

Background:

The Symon's Natatorium Complex operated with budget deficiencies in the years of 2020 and 2021. The additional expenses (less revenues) have currently been covered with county funds. An appropriations request / billing for city contributions to cover the losses in 2020 and 2021 have been sent. The County sent the City an additional financial review of the Symon's accounts. The City Council has requested additional information in seeking answers to the following questions as discussed in a recent council meeting:

- When did the County Board first become aware of the deficiencies?
- The City first notified of this in 2022. Why wasn't the City apprised of the deficiencies sooner?
- Why was the Natatorium Board not formally apprised of the deficiency as it was occurring?
 - As relayed, the Nat Board was told revenue was decreasing but expenses were being cut to address that issue.
 - If the cuts that were made were not sufficient, why wasn't there a formal discussion and request to continue operating at a deficit?
- Isn't there a policy at the County which would require formal approval of deficit spending?

A report has prepared by the Richland County Administrator and supporting team in response to these questions.

Attachments and References:

Report – Symons Deficiencies	County Committee Structure Document
County / City Swimming Pool Agreement	
Request for funds	
Financial review	

Agenda Item Cover

Financial Review:

(please check one)

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

*(summary of current and future impacts)***Approval:****Review:***Clinton Langreck*_____
Department Head_____
Administrator, or Elected Office (if applicable)



Richland County Administrator's Office

Item 8.

Clinton Langreck, Administrator

PO Box 310

Richland Center, WI 53581-0310

Office: (608) 647-2197 Phone: (608) 649-5960 FAX: (608) 647-6134

Email: clinton.langreck@co.richland.wi.us

To: Richland Center – Mayor Coppernoll
Richland Center – Administrator Oliphant
Rules and Strategic Planning Standing Committee – Chair Murphy-Lopez

Subject: Report – Symon's Deficiencies

Date: 24 January 2023

The follow report has been composed in response to an investigation to find answers to the Richland Center Common Council's questions regarding the Symon's Deficiencies in the 2020 and 2021 budget years.

When did the County Board first become aware of the deficiencies?

The County Board been made aware of deficiencies and taken action on balancing deficiencies by passing multiple resolutions through years addressing Symon's Natatorium deficiencies when they have occurred:

Richland County has been aware of deficiencies for many years. The Symon's Natatorium complex (Symon's) operated with a 2019 deficiency of \$4,387.69. This deficiency was balanced with a transfer executed by County Board Resolution 20-45 on March 17th 2020. <https://co.richland.wi.us/pdfs/2020/CountyBoard/minutes/20200317minutes.pdf>

The Symon's Natatorium complex (Symon's) operated with a 2018 deficiency of \$3,443.05. This deficiency was balanced with a transfer executed by County Board Resolution 19-29 on March 19th 2019. <https://co.richland.wi.us/pdfs/2019/CountyBoard/minutes/20190319minutes.pdf>

The Symon's Natatorium complex (Symon's) operated with a 2016 deficiency of \$3,559.66. This deficiency was balanced with a transfer executed by County Board Resolution 17-36 on March 21st 2017. <https://co.richland.wi.us/pdfs/2017/CountyBoard/minutes/032117minutes.pdf>

The Symon's Natatorium complex (Symon's) operated with a 2014 deficiency of \$13,052.12. This deficiency was balanced with a transfer executed by County Board Resolution 15-30 on March 17th 2015. <https://co.richland.wi.us/pdfs/2015/CountyBoard/minutes/031715minutes.pdf>

The Symon's Natatorium complex (Symon's) operated with a 2013 deficiency of \$16,151.71. This deficiency was balanced with a transfer executed by County Board Resolution 14-49 on March 18th 2014. <https://co.richland.wi.us/pdfs/2014/minutes/031814minutes.pdf>



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The Symon's Natatorium complex (Symon's) operated with a 2011 deficiency of \$1,444.01. This deficiency was balanced with a transfer executed by County Board Resolution 12-32 on March 20th 2012. <https://co.richland.wi.us/pdfs/2012/minutes/032012minutes.pdf>

More recently, the County Board took action on the 2021 deficiencies on September 20th 2022. The deficiencies of these non-lapsing funds included amounts from the 2020 budget year as well, as a deficiency transfers were not executed following the 2020 budget close. By Resolution 22-103 \$95,222.81 was transferred from county funds to the Symon's fund to cover budget deficiencies in 2020 and 2021. This action reset the Symon's fund to a zero balance to begin the 2022 budget year. <https://co.richland.wi.us/pdfs/2022-ReOrg/countyBoard/minutes/20220920minutes.pdf>

The City was first notified of this in 2022. Why wasn't the City apprised of the deficiencies sooner?

It is my understanding that in 2020 (2019 budget) and prior, notifications of deficiencies were reported through the Natatorium Director to the Natatorium Board and City Council. Deficiencies were reported and then funds were released from the city to the county.

The County did not take action in addressing the 2020 deficiencies. Due to challenges of reorganization and staff transitions led to an oversight. The gap in services created a backlog of entries and corrections in reconciling our system.

Notifications of 2021 deficiencies were delivered to the city via email from the County Administrator to the City Administrator on November 8th 2022. This request for apportionment included the 2020 request. An additional finance review was submitted on November 16th 2022.

Why was the Natatorium Board not formally apprised of the deficiency as it was occurring?

Month end reports on activities, expenses and revenues are provided to the department on a monthly basis. Prior to March 2021, these reports were pulled from county finance system in the County Clerk's office and distributed to department heads by email. After March 2021, the reports have been electronically filed on the interdepartmental server for access and viewing. There was a gap in providing timely reports from roughly September of 2020 and March of 2021. During this time the county was experiencing several organizational changes with



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finance functions and there was a prolonged vacancy in the County Accounting Supervisor position, the primary position for balancing the ledger and running the reports.

Beyond the deficiency reports, it is my understanding that the Natatorium Board had reoccurring discussion on budget items and it was a standing agenda item (see 2020 and 2021 Minutes on "Budget Overview" below). The most notable report regarding the 2020 deficit was delivered to the Natatorium Board on January 11th, 2021: "*7. End of year 2020 – Gobin stated Administrator Langreck asked department heads to give an estimate on how each department ended the year. The estimate given to Administrator Langreck was -\$120,340.03*"

As relayed, the Natatorium Board was told revenue was decreasing but expenses were being cut to address that issue.

I would agree that revenues decreased and expenditures decreased in response. Reductions in expenditures unfortunately did not cover the gap in anticipated revenues, leaving a deficiency.

If the cuts that were made were not sufficient, why wasn't there a formal discussion and request to continue operating at a deficit?

The current agreement includes authority and control language as follows:

(b) Spending Authority. The Board shall not make any expenditure which has not been expressly and clearly budgeted for in excess of \$1,000.00 for a one-time cost, or a cumulative cost of \$5,000.00 in one year, without express approval of such expenditure by the County Board and the City Council, except in the case of an emergency, as determined by the Board; the Board shall not make any building additions, modifications or improvements or equipment purchases in excess of \$5,000.00 without the express approval of both the County Board and the City Council;

(e) Rules and Regulations. The Board shall have sole and exclusive authority concerning the maintenance and operation of the facility and the manner and method of operation of the facility, including the issuance of written rules and regulations governing the operation of the facility, except as noted herein; all policies concerning public use of the facility shall be issued in writing by the Board and shall be prominently posted in a public place in the facility and a current copy of all such rules and regulations shall at all times be filed with the County Clerk and the City Clerk; these rules and regulations governing the operation of the facility may at



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any time be amended, rescinded, modified or repealed by joint action of both the County Board and the City Council;

Under the current agreement, I would defer the question to the Natatorium Board. If the City and County have interest in modifying the language to incorporate more specified financial controls and administration, I would recommend that bodies of both partners take action to direct the County and City Administrator to work together in drafting control and administration language.

Isn't there a policy at the County which would require formal approval of deficit spending?

The county currently does not have a formal policy on approving deficit spending. The county is interested in working with City to amend the agreement to make such requirements, and is interested in the city's policy language to ensure consistency.

Developed mitigations and proposed changes:

The following changes have been incorporated at the county to help with budget performance control:

1. Oversight committees have been tasked with quarterly reviews of budget performance. This change was made to the Richland County Committee Structure document. Comparable language in the agreement may be appropriate to consider.
2. The county has incorporated finance meetings every other month for department heads and staff dedicated to financial functions. Through these meetings we are hoping to provide further education on the county's financial system, develop financial policy, and have more reviews on budget performance.
3. The administrator has tasked the county's MIS department with creating viewer access profiles for each department head and for finance staff for our finance system. This access will give department heads and staff the ability to go directly into the county's finance system to view budget balances, activities and run reports.
4. The city and county have both recently changed to administrator forms of government. It may be appropriate to have the agreement updated to reflect these changes and incorporate financial authorities and controls that work through the administrators, and communication expectations between the partners.



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5. Budget. Our current calculations show that the Symon's center is roughly at a \$31,898.25 deficiency for 2022. These continued shortfalls are a likely result of business model failure, under budgeting, unforeseen impacts, lack of control or combination. It may be appropriate to have a more defined budget process for the facility. Currently the budget is established through the county deciding on their apportionment level and the city being obligated to match.

A handwritten signature in black ink, appearing to read "CLT Lgh", written over the printed name.

Clinton Langreck
Richland County, Administrator

CC:

Symons Natatorium Board Minutes:

09 March 2020 – 6. Budget Overview- Lins reviewed the budget. It has been a busy two months of 2020. ACH new memberships have doubled in 2020. Expenditures are roughly the same, with a slight increase in wages, due to the raised that started in January.

12 April 2020 - 6. Budget Overview- Lins reviewed the budget. SRC has been closed as of March 17th. March is typically the busiest month of the year. Comparable to last year, we lost over \$21,000 for the month of March.

11 May 2020 - 7. Budget Overview- Lins reviewed the budget. SRC has been closed as of March 17th. March is typically the busiest month of the year. Comparable to last year, revenues are down over \$63,000. Expenses are similar to last year, because for the first 5 months of 2019, SRC did not have a full time maintenance supervisor.

08 June 2020 - 8. Financial Projects. - Lins stated the users are slow to coming back to Symons Recreation Complex. In May, \$20,000 less in revenue was taken in. Lins thought by the end of June, a projection for the 2020 budget year could be provided.

13 July 2020 6. Budget Overview - June is typically the second busiest month behind March at Symons Recreation Complex, year to date revenue is at 25% when it should be at 50%. There were two big expenses this month the payout of sick leave for Denise Lins & workman's comp is early as it typically comes out later in the year.



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10 August 2020 - 6. Budget Overview - Gobin stated the increase in payroll this month was due the payout of Denise Lins' vacation payout. Revenue is still showing that memberships are down, this shows in Family, Individual and Single Parent membership types as these stats from last year are down.

14 September 2020 - 6. Budget Overview - Gobin stated in general August is historically one of the slower months at Symons Recreation Complex. Money from the flooring sale has been transferred. Expenses in August 2020 are lower compared to August 2019. Year to date Symons expenses are similar to 2019 that is including the payout of sick leave and vacation time for the Director's position.

12 October 2020 - 6. Budget Overview - Gobin stated September reports are not available, when the reports are ready Gobin will email the Natatorium Board the monthly financial reports for September.

9 November 2020 - 6. Budget Overview - Gobin stated September and October revenue and expenditure reports are not available. When the reports are ready Gobin will email the Natatorium Board the monthly financial reports for September and October. Gobin presented the membership statistics and usage for October 2020. Memberships are down from September of this year, however usage is starting to trend upward again. Gobin is looking for colder weather to bring people back inside.

11 January 2021 - 6. Budget Overview - Gobin stated the reports presented are not the normal monthly reports, the report is for January 2020 through December 7th, 2020. Comparing to 2019 is hard since the report timelines do not match. Revenue is down which was expected, however it looks good considering the year with COVID. Gobin stated that the second Routes to Recovery payment is not included in the revenue report for the meeting. Maintenance expenses are up, however the new flooring in the exercise room which is one item, the Symons Recreation Complex Foundation made a donation for the new flooring. The Air Purification System was another large purchase, which was covered by the Routes to Recovery Grant.

11 January 2021- 7. End of year 2020 – Gobin stated Administrator Langreck asked department heads to give an estimate on how each department ended the year. The estimate given to Administrator Langreck was - \$120,340.03

8 February 2021 - 6. Budget Overview - Gobin stated there was a surge of people coming back in late January. Memberships are increasing with the new year compared to December 2020. Attendance is increasing as well compared to the previous month. Memberships and attendance are still not what they were prior to COVID, but we are on the right track at increasing memberships and attendance. Gobin stated she is looking forward to seeing the February numbers as the first part of February seems to be busier than January.

8 March 2021 - 6. Budget Overview - Gobin stated memberships have increased slightly and facility usage is continuing to increase. Special is the one revenue that is increasing. Private pool parties are more popular this year. Lighting expense is trending down which is mainly due to late September/October 2020 LED lights were installed in the locker rooms along with motion sensors. The sensors shut the lights off after 5 minutes of inactivity.



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12 April 2021 - 6. Budget Overview - Gobin stated memberships have increased slightly and facility usage is continuing to increase. March 2021 compared to March 2019, showing that March 2021 is close to where the month of March 2019 was for revenue. The membership and usage statistics are getting closer to where the numbers were in 2019. Expenses are down, lights are almost half of what they were compared to March of 2020. This is due to the lighting project that was completed in 2020. Gobin stated that she is happy to see this trend towards 2019 numbers and hope to see it continue in the coming months.

10 May 2021 - 6. Budget Overview - Gobin stated expenses for the month are right in line with past years. Year to date expenditures are under budget by about \$45,000. Revenue is down in the month of April. The warmer weather in April took some folks back outside. Some members have canceled due to the mask mandate. However, Gobin believes that SRC keeps and gain more members because of the mask mandate. Usage and statistics reinforce the budget numbers. The over 60 memberships are trending upward. Class sizes in person are getting larger for both the water fitness classes and the land fitness classes.

14 June 2021 - 6. Budget Overview - Gobin stated revenue is still down compared to 2019. Expense for the part time salaries are down and that because of fewer business hours. Symons is still seeing a savings from the lights and motion sensors that were installed last year.

26 July 2021 - 6. Budget Overview - Gobin stated day pass revenue is similar to 2019 & is up slightly from 2020. Membership and class fees are up from last year. Expenditures continue to be less than 2020 & 2019, which is mostly due to the assistant director position not being filled.

09 August 2021 - 6. Budget Overview - Gobin stated memberships are up from June and likewise attendance is up as well. There is still work to get numbers back up to 2019 numbers that were prior to COVID. It is nice to see progress towards numbers pre-covid 19.

11 October 2021 - 6. Budget Overview - Gobin stated September was a slow month at the start, COVID cases in the area were starting to really increase. Towards the end of September attendance has picked up and are seeing folks coming back now for the fall/winter. Gobin is optimistic for October. Day passes seem to be the most unaffected by COVID. Key fob sales have been up and continue to go well. Expense are down a large portion of that is due to going eight months without an assistant director. Membership statistics reflect the revenue and are still below 2019, pre-pandemic.

08 November 2021 - 6. Budget Overview - Gobin stated October was a good month. Food progress with the revenue for the month of October. Expenditures are still down due to the shorter hours and going over 7 months without an assistant director. In addition, the Workman's Comp came in lower than expected. Attendance and memberships are up in the month of October and looking for that trend to continue.

10 January 2022 - 6. Budget Overview - Gobin stated revenue was down from November but there was a big increase in COVID numbers. Some attendance numbers are down slightly from November, however with the holidays and the flooring being sealed in the Racquetball Courts and Land Aerobic rooms for a few days that would account for the decrease. There are still some outstanding invoices for 2021, but it looks like Symons Recreation Complex is on target to make budget.



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Email: clinton.langreck@co.richland.wi.us

To: Ashley Oliphant — Richland County City Administrator

Subject: Deficiency Appropriation — Request Regarding Symon's Recreation Complex

Date: 7 November 2022

Administrator Oliphant,

This letter is a request for additional operation funding for deficits ran in the 2020 and 2021 years, regarding the Symon's Recreational Complex. In 2020 and 2021 the Symon's Recreational Complex ran operational overages in the amounts of \$95,222.81 totaling for the two years.

The recreation complex ran deficit balances in the closing of fund #36 "SWIMMING POOL OPERATIONS FUND" for 2020 and 2021. At the September 20th, 2022 meeting the Richland County Board of Supervisors took action to make a deficiency appropriation transfer of \$95,222.81 from the general fund to set the Symon's non-lapsing fund to \$0.00 entering the 2022 budget. This action was taken in context that it is not anticipated that Symon's operational revenues will increase to an extent of making up the deficit amount in the foreseeable future.

The County is asking, in recognition of this action, that the City of Richland Center release funds to the County in the amount of \$47,611.41 to cover the City's 50% share of the costs in operational overages accrued in 2020 and 2021.

Thank you and stay safe,

Clinton Langreck
County Administrator, Richland County

CC: Symon's Director, Tracy Gobin;
Natatorium Board Chair, Melony Waters

Attachments: Resolution No. 22-103

RESOLUTION NO. 22 - 103

Item 8.

A Resolution Relating To Making A Deficiency Appropriation In Various Accounts.

WHEREAS the appropriations in certain accounts for the year 2021 are insufficient and certain transfers should be made as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Board of Supervisors that it is necessary to make a deficiency appropriation in the following deficient accounts:

<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
Elections	25,533.84
UW-Richland Outlay	7,281.41
Symons Recreation Complex Fund	95,222.81
Local Emergency Planning Committee	1,066.16
Campus Food Service Fund	70,273.72
Conservation Planner Technician	87,130.47

Total Deficiencies

BE IT FURTHER RESOLVED that the sum of \$286,508.41 is hereby appropriated from the General Fund to the above-listed accounts in the 2021 County budget to cover the deficiencies listed in these accounts, and

BE IT FURTHER RESOLVED that any balances remaining in the above-listed Fund 10 accounts after this transfer and after the 2021 audit has been completed shall be returned to the General Fund, and

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

VOTE ON FOREGOING RESOLUTION

AYES _____ NOES _____

RESOLUTION OFFERED BY THE FINANCE &
PERSONNEL STANDING COMMITTEE
(16 SEPTEMBER 2022)

RESOLUTION ADOPTED

FOR AGAINST

DEREK S. KALISH
COUNTY CLERK

MARTY BREWER	X
SHAUN MURPHY-LOPEZ	X
MARC COUEY	X
GARY MANNING	X
TIMOTHY GOTTSCHALL	X
DAVID TURK	
STEVE WILLIAMSON	X
MELISSA LUCK	X
STEVE CARROW	X

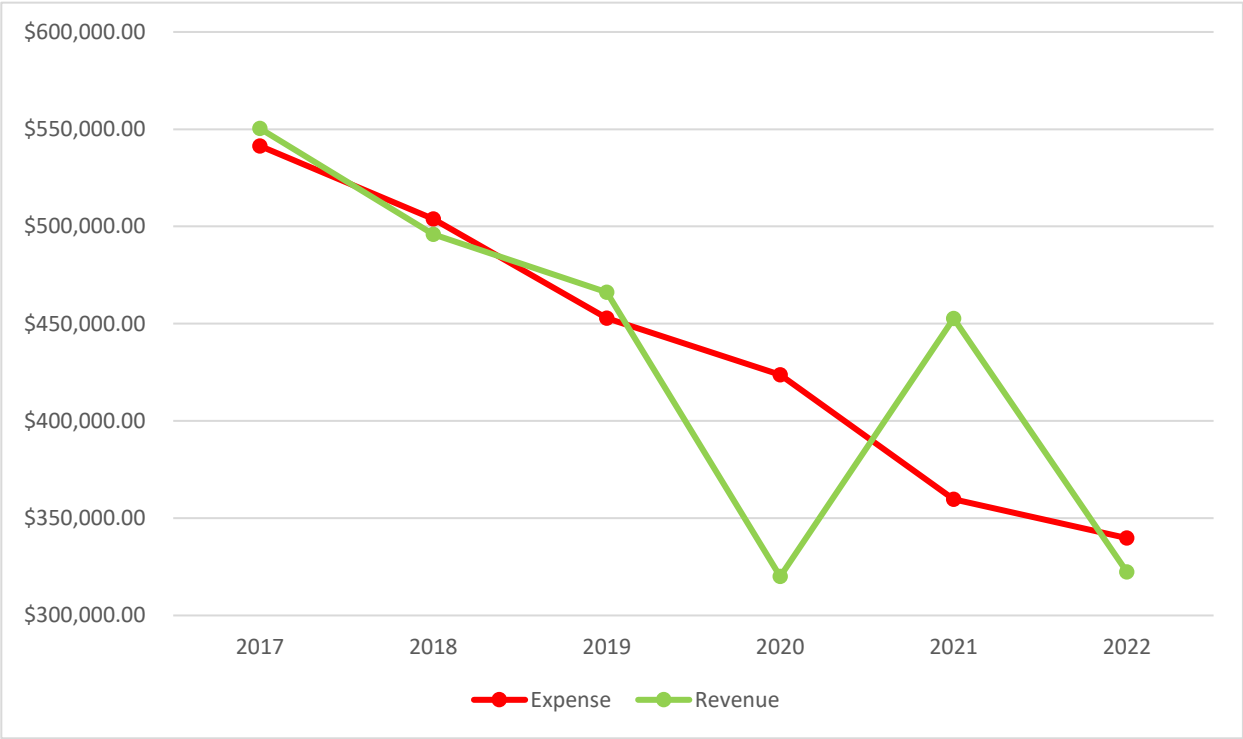
DATED: SEPTEMBER 20, 2022

	2017	2018	2019	2020	2021	2022 as of 11/14
	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>
Salaries	\$ 121,041.06	\$ 127,507.20	\$ 122,577.32	\$ 115,745.77	\$ 107,200.99	\$ 117,248.08
Temp/Casual	\$ 115,035.19	\$ 118,220.11	\$ 123,230.99	\$ 87,642.10	\$ 94,697.05	\$ 82,654.64
FICA	\$ 17,810.81	\$ 18,582.76	\$ 18,300.91	\$ 15,866.55	\$ 15,003.63	\$ 14,813.76
Life	\$ 97.00	\$ 109.98	\$ 72.54	\$ 50.73	\$ 29.29	\$ 28.93
Education	\$ 1,012.00	\$ 619.04	\$ 703.00	\$ 769.00	\$ -	\$ 350.00
HRA Admin Fee	\$ 153.06	\$ 152.61	\$ 136.49	\$ 150.91	\$ 170.03	\$ 218.00
Health	\$ 34,231.73	\$ 36,627.99	\$ 33,608.49	\$ 31,407.96	\$ 27,279.59	\$ 32,686.46
WRS	\$ 10,902.75	\$ 10,649.14	\$ 9,672.33	\$ 9,345.30	\$ 8,696.49	\$ 8,948.14
Dental	\$ 628.68	\$ 628.68	\$ 471.51	\$ 311.54	\$ 91.55	\$ 178.70
HRA Ded Reim	\$ 1,000.00	\$ 743.98	\$ 416.13	\$ 3,000.00	\$ 1,779.80	\$ 1,417.90
Lights	\$ 51,189.28	\$ 45,659.57	\$ 38,122.72	\$ 34,361.56	\$ 37,317.07	\$ 30,020.01
Telephone	\$ 3,133.70	\$ 3,251.48	\$ 3,165.13	\$ 2,930.02	\$ 3,220.70	\$ 2,337.91
Heat	\$ 15,985.09	\$ 16,500.13	\$ 13,404.31	\$ 7,716.03	\$ 16,440.42	\$ 11,344.03
Professional Svcs	\$ -		\$ 2,869.50	\$ -	\$ -	\$ -
Snow Plowing	\$ 440.00	\$ 1,020.00	\$ 1,410.00	\$ 850.00	\$ 850.00	\$ 350.00
Postage/Envelopes	\$ 1,185.39	\$ 995.92	\$ 1,023.28	\$ 594.00	\$ 730.50	\$ 677.97
Copies/Paper	\$ 308.20	\$ 581.00	\$ 832.48	\$ 1,497.84	\$ 377.01	\$ 189.49
Bank Fees	\$ 2,885.33	\$ 1,495.87	\$ 520.00	\$ 421.00	\$ 296.00	\$ 187.00
Office Supplies	\$ 1,478.50	\$ 1,760.83	\$ 458.83	\$ 460.15	\$ 88.12	\$ 120.72
Background cks	\$ -		\$ 28.00	\$ 35.00	\$ 7.00	\$ 39.00
Advertising	\$ 2,750.26	\$ 2,211.28	\$ 3,353.70	\$ 2,221.35	\$ 3,017.47	\$ 3,291.62
Class Expenses	\$ 6,851.85	\$ 7,684.94	\$ 7,109.58	\$ 2,670.57	\$ 6,443.23	\$ 4,259.18
Meals	\$ 32.43	\$ 135.26	\$ 11.55	\$ 16.98	\$ 13.95	\$ -
Lodging	\$ 85.00	\$ 298.00	\$ 156.69	\$ 133.50	\$ -	\$ -
Mileage	\$ 624.04	\$ 497.76	\$ 706.74	\$ 246.84	\$ 1,031.29	\$ 55.08
Pool Supplies	\$ 6,985.14	\$ 10,793.35	\$ 6,005.31	\$ 5,421.42	\$ 4,725.68	\$ 4,347.87
Maint/Repairs	\$ 96,914.26	\$ 62,016.07	\$ 39,948.28	\$ 52,964.28	\$ 19,083.25	\$ 16,579.91
Licensing	\$ 550.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Computer Maint/Upgrd	\$ 69.99	\$ 2,932.42	\$ 1,054.06	\$ 601.93	\$ 202.49	\$ 606.88
Computer Software	\$ 1,261.96	\$ 758.00	\$ 175.20	\$ 675.00	\$ -	\$ -
Merchandise	\$ 3,708.38	\$ 2,901.42	\$ 3,564.29	\$ 771.34	\$ 2,068.61	\$ 1,272.71
New Equipment	\$ 22,049.16	\$ 4,903.40	\$ 299.66	\$ 3,441.00	\$ 1,147.65	\$ -
Wrk Comp,Prop,Liab In	\$ 11,790.00	\$ 10,985.00	\$ 11,270.00	\$ 12,025.00	\$ 5,311.00	\$ 6,225.15
Special Events	\$ 310.61	\$ 238.15	\$ 230.33	\$ 1,163.78	\$ 55.89	\$ 16.56
Comm Crime Ins	\$ 68.00	\$ 67.00	\$ 67.00	\$ 67.00		\$ -
USA Swim Expenses	\$ 6,790.14	\$ 8,231.12	\$ 5,885.47	\$ 1,252.98	\$ 578.00	\$ -
Contract Svcs	\$ -	\$ 2,120.50	\$ 171.83			\$ -
Bills no line	\$ (22.31)	\$ 40.00	\$ 322.77	\$ 42.65	\$ 40.00	\$ 40.00
FOB Expenses	\$ 1,119.00	\$ 1,104.00	\$ 1,098.00	\$ 925.00	\$ 1,110.00	\$ 1,766.00
Attorney Fees	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -
Comp Prog Support	\$ 675.00	\$ 358.78	\$ -	\$ 79.99	\$ -	\$ -
Unemployment Ins	\$ -	\$ -	\$ -	\$ 2,706.27	\$ 233.61	\$ (2,925.59)
Lins Ret Sick Lv Conver	\$ -	\$ -	\$ -	\$ 22,807.01	\$ -	\$ -
Svcs on Machines	\$ 270.00	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.00
	\$ 541,400.68	\$ 503,822.74	\$ 452,854.42	\$ 423,789.35	\$ 359,737.36	\$ 339,776.11

	2017	2018	2019	2020	2021	2022 as of 11/14
	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>
Tax Levy	\$ 37,024.60	\$ 34,305.00	\$ 34,291.50	\$ 34,291.50	\$ 34,291.50	\$ 36,141.61
Membership Fees	\$ 288,288.07	\$ 303,973.87	\$ 291,102.82	\$ 181,370.19	\$ 226,197.39	\$ 189,896.94
Special Events	\$ 3,135.10	\$ 3,907.72	\$ 2,550.59	\$ 2,486.08	\$ 1,742.90	\$ 4,353.39
Class Fees	\$ 43,726.63	\$ 47,513.75	\$ 44,841.38	\$ 18,019.09	\$ 31,327.70	\$ 28,187.20
Day Passes	\$ 25,906.60	\$ 24,304.19	\$ 24,205.00	\$ 14,449.50	\$ 22,311.15	\$ 22,109.00
Merch Sales	\$ 4,237.46	\$ 4,302.01	\$ 4,205.99	\$ 1,796.81	\$ 3,019.51	\$ 1,664.69
Court Fees	\$ 178.32	\$ 152.00	\$ 190.05	\$ 79.69	\$ 49.34	\$ 60.68
USA Swim	\$ 15,233.50	\$ 15,996.00	\$ 12,664.64	\$ 1,027.00	\$ -	\$ -
Member FOB Key	\$ 2,491.25	\$ 2,454.00	\$ 840.00	\$ 2,390.00	\$ 3,380.00	\$ 3,335.00
Misc	\$ 449.40	\$ 1,015.50	\$ 905.00	\$ 193.00	\$ 60.00	\$ 421.00
Foundation Donation	\$ 88,254.67	\$ 18,162.46	\$ 8,190.00	\$ 9,883.35	\$ 817.96	\$ -
Deficiency App	\$ -	\$ 3,443.05	\$ 4,387.69	\$ -	\$ 95,222.81	\$ -
City of RC	\$ 40,584.25	\$ 34,305.00	\$ 37,734.54	\$ 34,291.50	\$ 34,291.50	\$ 36,141.62
Symons Donations	\$ -	\$ 2,131.63	\$ -	\$ -	\$ -	\$ -
Routes 2 Recovery	\$ -	\$ -	\$ -	\$ 17,469.40	\$ -	\$ -
Promotions	\$ -	\$ -	\$ -	\$ 1,075.00	\$ -	\$ -
Rubber Flooring res 20	\$ -	\$ -	\$ -	\$ 1,187.00	\$ -	\$ -
Donations	\$ 864.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 550,373.85	\$ 495,966.18	\$ 466,109.20	\$ 320,009.11	\$ 452,711.76	\$ 322,311.13

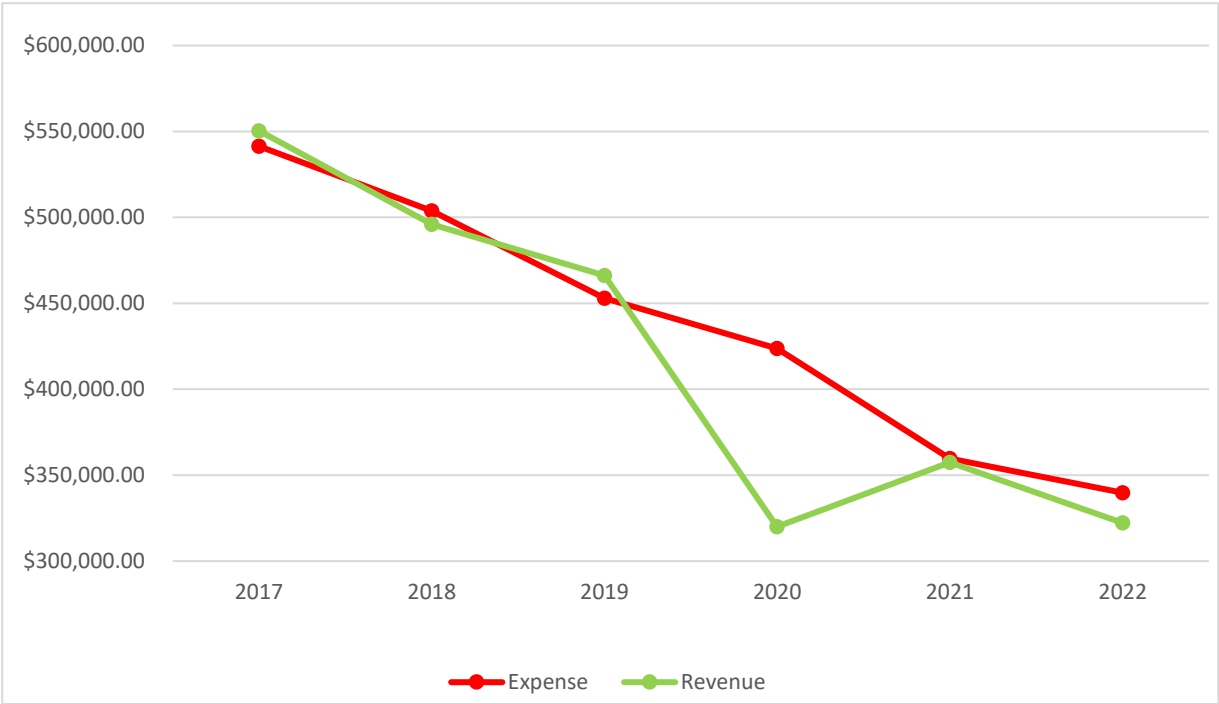
2021 Deficiency Appropriation Revenue **INCLUDED** (\$95,222.81)

	2017	2018	2019	2020	2021	2022
Expense	\$ 541,400.68	\$ 503,822.74	\$ 452,854.42	\$ 423,789.35	\$ 359,737.36	\$ 339,776.11
Revenue	\$ 550,373.85	\$ 495,966.18	\$ 466,109.20	\$ 320,009.11	\$ 452,711.76	\$ 322,311.13



2021 Deficiency Appropriation Revenue **EXCLUDED** (\$95,222.81)

	2017	2018	2019	2020	2021	2022
Expense	\$ 541,400.68	\$ 503,822.74	\$ 452,854.42	\$ 423,789.35	\$ 359,737.36	\$ 339,776.11
Revenue	\$ 550,373.85	\$ 495,966.18	\$ 466,109.20	\$ 320,009.11	\$ 357,488.95	\$ 322,311.13



RICHLAND COUNTY BOARD COMMITTEE STRUCTURE

(Amended January 17, 2023)

ADRC OF EAGLE COUNTRY REGIONAL BOARD

(reports to HHS & Veterans Standing Committee)

- A. Outside board that oversees the regional ADRC, administered by Juneau County.
- B. One County Board supervisor from the HHS & Veterans Standing committee shall be recommended for appointment by the County Board Chair, with confirmation by the County Board.

(COMMISSION ON) AGING AND DISABILITY BOARD

(reports to HHS & Veterans Standing Committee)

- A. This committee shall consist of eleven members as follows:
 - 1. At least 51% of the members shall be at least 60 years old;
 - 2. At least 2 members representing adults with disabilities;
 - 3. At least 1 member representing adults challenged by mental health and/or substance abuse disorders;
 - 4. At least 1 member representing disabled youth transitioning into adult services;
 - 5. At least 1 member representing service providers;
 - 6. At least 2 members shall be County Board Supervisors.
- B. 6 of the initial appointments shall be for 2 years and 5 shall be for 1 year. All subsequent appointments shall be for 2 years.
- C. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
- D. The Commission on Aging and Disability is the citizen advisory body of the Richland County Aging and Disability Resource Center Unit and Health and Human Services Board in matters relating to those citizens over age 60 and those citizens over age 18 and under 60 who are disabled physically, developmentally, and/or challenged by mental health or substance abuse disabilities in Richland County. Wisconsin State Statute 46.82(4) covers the requirements and comply with the federal aging funding that the County receives.
- E. The Powers and Duties of the Commission on Aging and Disability are:
 - a. Advise the Aging and Disability Resource Center Unit on the development and implementation of the County Aging Plan and ADRC Service Plan.
 - b. Provide financial oversight for the Aging and Disability Resource Center Unit.
 - c. Ensure that the terms of the Aging and Disability Resource Center state/county/Area Agency on Aging contract are fulfilled.
 - d. Collect information on the needs of older adults and adults with disabilities and make recommendations to Aging and Disability Resource Center Unit Staff.
 - e. Monitor progress on implementation of the Aging and Disability Resource Center Unit Plan.

- f. Serve as an advisory group and approve a Community Options Plan for participation in the program and plan updates as they are made.
- g. Educate older people and adults with disabilities on issues of importance to them.
- h. Advocate for the rights of older people to the Area Agency on Aging – District I, Aging and Disability Resource Center Unit, Legislators and other elected officials of the County, State and Federal governments and to older populations.
- i. Advocate for the rights of adults with disabilities to the Aging and Disability Resource Center Unit, Legislators and other elected officials of the County, State and Federal governments and to adult populations.
- j. React to and comment on concerns transmitted from the Health and Human Services Board and Aging and Disability Resource Center Unit.
- k. Assure input from consumers, service providers, and local constituents in the general policies, procedures, practices, and goals of the Aging and Disability Resource Center Unit.
- l. Study specific problems facing elders and adults with disabilities and make recommendations to the County Board, Health and Human Services Board and Aging and Disability Resource Center Unit.
- m. Review and advise the Health and Human Services Board and Aging and Disability Resource Center Unit on budgetary and programmatic issues.
- n. Report to local adult and senior clubs and other adult and senior organizations on information and issues relevant to senior citizens and adults with disabilities.
- o. Serve on committees as needed.
- p. Attend regular Commission on Aging and Disability meetings.

(JOINT) AMBULANCE COMMITTEE

(reports to Finance & Personnel Standing Committee)

- A. 16 members, consisting of 1 from each of the 10 participating towns, 1 each from the Village of Boaz and the Village of Yuba, 1 from the City Council of the City of Richland Center and the Mayor, two County Board Supervisors (appointed by recommendation of the County Board Chair);
- B. Provide oversight and advice provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operation of the County Ambulance Service.
- C. Monitor the actual vs. approved annual budget in funds managed by the Ambulance Department on a minimum quarterly basis.

AMERICANS WITH DISABILITY ACT COMPLIANCE COMMITTEE *(reports to Public Works Standing Committee)*

- A. 7 members composed as follows:
 - 1. the Vice Chair of the County Board;
 - 2. two Supervisors;
 - 3. one disabled individual;
 - 4. a representative from the business or non-profit community;

5. a representative from education;
 6. a representative from the medical/health profession.
- B. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
 - C. The committee shall hear appeals from action taken by the Americans with Disability Coordinator.
 - D. Members shall be paid mileage and per diems for their attendance.
 - E. Maintain a written self-evaluation for approval by the County Board to ensure that the County's delivery of services and programs is in compliance with the Americans with Disabilities Act.
 - F. Administer and review the procedure for the filing of complaints under the Americans with Disabilities Act and develop a written self-evaluation for the purpose of bringing the County's hiring and appointment procedures into compliance with the Americans with Disabilities Act.
 - G. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding a facilities plan and a transition plan for approval by the County Board relative to bringing all County owned or operated buildings and facilities into compliance with the Americans with Disabilities Act.

BRANDING COMMITTEE

(reports to Rules & Strategic Planning Standing Committee)

- A. This committee consists of 9 members being as follows:
 1. Two County Board members (one of whom will serve as chair)
 2. Two County Department heads
 3. Three community members
 - a. A high school student
 - b. A business sector representative
 - c. A representative of art
 4. Two village representatives
- B. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
- C. The committee will assist with the development of a County Branding Manual covering details of logos, motto, flag, branding elements for all road signage, vehicle signage, building signage, county department letterhead, business cards, and the website.
 1. Duties include:
 - a. To bring insight to the process from the people and profession they represent.
 - b. To help identify good process for public input.
 - c. To spread the news of this effort while speaking positively and supportively of the process.
 - d. Provide insights on design elements but they themselves do not create, design, or dictate what the brand will be or tell the design consultant what to do.

- e. Provide a recommendation of a final County Branding Manual for adoption and implementation by the County Board.

CHAPTER 980

(reports to State of Wisconsin)

When a court orders the county to prepare a report that identifies an appropriate residence option within the county for an individual committed as a sexually violent person who has been authorized for supervised release and is a Richland County Resident, the county shall create a temporary committee to prepare a report for the county. The committee shall consist of the following:

1. The county department under s. 51.42 (Health and Human Services);
2. A representative of the Department of Health Services;
3. A local probation or parole officer;
4. The county corporation counsel or his or her designee; and
5. A representative of the county that is responsible for land use planning or the department of the county that is responsible for land information.

Wisconsin State Statutes 980.08(4)(dm) covers the requirements of the Chapter 980 Committee and can be found at: [https://docs.legis.wisconsin.gov/document/statutes/980.08\(4\)\(dm\)](https://docs.legis.wisconsin.gov/document/statutes/980.08(4)(dm)).

CITIZEN PARTICIPATION PLANNING COMMITTEE

(reports to the Finance & Personnel Standing Committee)

- A. This committee is a legal requirement for the use of Community Block Development Grant (CDBG) funds to complete approved CDBG projects at the Richland Center Auditorium and in the Village of Lone Rock. This committee must exist until the projects are complete, which is anticipated to be the Fall of 2020.
- B. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.

CITY COUNTY COMMITTEE

(reports to Rules & Strategic Planning Standing Committee)

- A. This committee is a joint body of Richland County and the City of Richland Center that addresses issues of importance to both the County and City.
- B. Two members from the County Board consist of the County Board Chair and Vice Chair.

COMPREHENSIVE COMMUNITY SERVICES COORDINATION COMMITTEE

(reports to HHS & Veterans Standing Committee)

1. Nine members.
2. The Committee shall consist of the following members:
 - a. 2 employees of the Richland County Department of Health and Human Services who are responsible for mental health and substance abuse services;
 - b. 1 service provider(s);
 - c. 1 community mental health and substance abuse advocate(s);
 - d. 4 consumers;

- e. 1 family members and interested citizens. At least one-third of the members of the Committee shall be consumers and no more than one-third of the members may be County employees or providers of mental health or substance abuse services.

3. Members recommended by the Administrator for appointment and confirmed by the County Board.

4. The duties of the Committee are:

Review and make recommendations regarding: the initial and any revised Comprehensive Community Services Plan; Comprehensive Community Services quality improvement plan; personnel policies and other policies, practices or information that the Community Services Program and protection of consumer rights. Wisconsin Administrative Code DHS 36.09 covers the requirements for this advisory committee to the CCS program (a Medicaid behavioral health program) and can be found at <https://docs.legis.wisconsin.gov/document/administrativecode/DHS%2036.09>.

5. The Committee shall meet at least quarterly.

6. Members shall serve 3-year staggered terms after serving a 2-year initial appointment.

7. All members, except County employees, shall be paid mileage and a per diem for their attendance.

COORDINATED SERVICES TEAM (CST) COORDINATING COMMITTEE

(reports to HHS & Veterans Standing Committee)

- A. This committee covers two programs; the Coordinated Services Team (CST) Initiative and the Children's Community Options Program (CCOP). Wisconsin Statutes 46.56(3) covers the requirements for the CST Committee [\[https://docs.legis.wisconsin.gov/document/statutes/46.56\(3\)\]](https://docs.legis.wisconsin.gov/document/statutes/46.56(3)) and Wisconsin Statutes 46.272(4) which covers the Children's Community Options Program (CCOP) advisory committee [\[https://docs.legis.wisconsin.gov/document/statutes/46.272\(4\)\]](https://docs.legis.wisconsin.gov/document/statutes/46.272(4)).
- B. The Coordinated Services Team (CST) Coordinating Committee meets the requirements for CST and CCOP Programs.
- C. Members recommended by the Administrator for appointment and confirmed by the County Board, which shall include representatives from:
 - a. The county department responsible for child welfare and protection services or, for an initiative established by a tribe, the tribal agency responsible for child welfare and protection services.
 - b. The county department responsible for mental health and alcohol and drug abuse services for children and families or, for an initiative established by a tribe, the tribal agency responsible for these services.
 - c. The county department responsible for providing services for children who have developmental disability or, for an initiative established by a tribe, the tribal agency responsible for providing these services.
 - d. The juvenile court administrator or another representative appointed by the judge responsible for cases heard under chs. 48 and 938 or, for an initiative established by a tribe, a representative of the tribal court.
 - e. The largest school district in the county and any cooperative educational service agency, if it provides special education in the county, or any county children with disabilities education board in the county, and any other school district in the county that is willing to participate in the initiative, at the discretion of the administering agency. For an initiative established by a tribe, the coordinating committee shall include a representative of the school district serving

- the majority of pupils who reside on the reservation of the tribe or on trust lands held for the tribe and any cooperative educational service agency providing special education services to these pupils.
- f. The agency responsible for economic support programs.
 - g. The local health department.
 - h. Persons in the service area who provide social or educational services to children who have disabilities other than the providers above.
 - i. At least 2 parents, or the number that equals 25 percent of the coordinating committee's membership, whichever is greater, of children who are involved in 2 or more systems of care including: parents of children with disabilities including, if possible, parents from families that participate in the children's community options program. To the maximum extent possible, the parents shall be representative of the various disability, racial, and ethnic groups in the service area. The members specified under this subdivision shall constitute a majority of the membership of the committee.

CRIMINAL JUSTICE COORDINATING COMMITTEE

(reports to Public Safety Standing Committee)

A. Thirteen members consisting of the following:

Circuit Court Judge

Director of the Department of Health and Human Services

District Attorney

Sheriff

Chief of Police of the City of Richland Center

One County Board Supervisor

Mayor of the City of Richland Center

Public Defender

Probation Agent

Director of Passages

Child Support Administrator

Clerk of Circuit Court

President of the Richland County Ministerial Association

B. Study the Richland County juvenile and criminal justice system; identify deficiencies and formulate policy, plans and programs for change; communicate and present planning, financial, operational, managerial and programmatic recommendations to the agencies which administer the juvenile and criminal justice system in Richland County; provide coordinated leadership necessary to establish cohesive policies which are based on research, evaluation and monitoring of policy decisions and program implementations for innovative corrections programs for adult and juvenile offenders; review, evaluate and make policy recommendations on vital criminal justice system

issues.

C. All members except the County Board Supervisor member may designate an alternate to attend a

meeting or meetings of the Committee. The County Board Chair shall recommend the County Board Supervisor member for appointment, with confirmation by the County Board.

D. The term of all members shall be 6 years from January 1, 2017, and

E. The following members or their designees are entitled to be paid a per diem and mileage for their attendance at meetings of the Committee;

County Board Supervisor;

Mayor of the City of Richland Center;

Director of Passages;

President of the Richland County Ministerial Association.

COURT SECURITY COMMITTEE

(reports to Public Safety Standing Committee)

- A. Wisconsin Supreme Court Rule (SCR) 68.05 establishes the authority of a judge to operate a Security and Facilities Committee
- B. The purpose of the committee is to ensure the court system is proactively preventing violent incidents related to the facilities of the court. 23 specific policies and activities are enumerated under SCR 68.05, outlining the scope of the work of the committee.
- C. The committee shall meet quarterly.
- D. The presiding judge shall appoint membership composed of the following:
 - a. One circuit judge serving as chairperson
 - b. The chairperson of the County Board (or their designee)
 - c. The County Administrator (or their designee)
 - d. The Clerk of Circuit Court (or their designee)
 - e. The Sheriff (or their designee)
 - f. The District Attorney (or their designee)
 - g. The Wisconsin State Public Defender (or their designee)
 - h. A circuit court commissioner
 - i. One lawyer designated by the president of the local bar association. If there is no association, the presiding judge shall appoint a lawyer residing in Richland County.
 - j. One representative of a victim-witness support organization
 - k. One representative of the facilities/maintenance department
 - l. Such other persons as the committee considers appropriate, such as a member of the public

ECONOMIC DEVELOPMENT

(reports to Rules & Strategic Planning Committee)

The 11-member Richland Economic Development Board consists of nine voting members, one of whom is the County Board Chair. Five voting members from the commerce sector, one member of the civic sector, and one citizen at large are appointed by the RED Board. The other voting member is the Mayor of Richland Center. Two non-voting members include the County Administrator and City Administrator. The duties of the Board are set forth in an agreement between the City and County.

EDUCATION STANDING COMMITTEE

- A. 8 County Board Supervisor members recommended for appointment by the County Board Chair and confirmed by the County Board.
- B. Monitors the actual vs. proposed annual budget in funds managed by the Agriculture & UW-Extension, UW-Platteville Richland Maintenance, and UW-Platteville Richland Food Services Departments on a minimum quarterly basis.
- C. Functions as the Agriculture and Extension Education Committee in accordance with section 59.87, Wisconsin Statutes and as follows:
 - 1. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) on the hiring of professionally qualified persons to the University Extension Program staff in cooperation with University Extension. Vacancies and additions to the staff shall be filed in the same manner.
 - 2. To make available the necessary facilities and conduct programs in:
 - a. Professional and liberal education.
 - b. Human resources development.
 - c. Economic and environmental development.
 - d. Extension work provided for in an act of Congress and all acts supplementary thereto.
 - e. Any other extension work authorized by local, State or Federal legislation.
- D. Functions as the UW-Platteville Richland Committee as follows:
 - 1. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operation, maintenance of all county buildings and land covered in the agreement with the University of Wisconsin Center System that the County is responsible for.
 - 2. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operation and maintenance of the Food Service System.
 - 3. Promotes the campus as a higher education and cultural center for Richland County.

FAIR, RECYCLING, AND PARKS STANDING COMMITTEE

- A. Ten members, four of whom shall be Supervisors and six of whom shall be citizen members. The Chair shall be a County Board Supervisor.
- B. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.

- C. Working with the County Administrator and Finance & Personnel Standing Committee, recommend a staffing and volunteer plan for sustainable operation of the County Fair and Parks to be incorporated into the 2023 or 2024 budget.
- D. Monitors the actual vs. proposed annual budget in funds managed by the Fair & Recycling and Parks Departments on a minimum quarterly basis.
- E. Acts as the Fair & Recycling Committee as follows:
 - a. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operation, maintenance and use of the County Fairgrounds and buildings.
 - b. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding and control the operation of the annual County Fair.
 - c. Approve all fees recommended by the Fair & Recycling Coordinator relating to the use of the Fairgrounds, including entrance fees, rental fees, parking fees and all other fees or rental charges relating to the use of the Fairgrounds, for during the time of the County Fair and for all other times.
 - d. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding all security matters relating to the Fairgrounds.
 - e. Carry out all the duties assigned to counties as set forth in 1989 Wisconsin Act 335.
 - f. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the solid waste disposal and recycling needs of the citizens of Richland County.
 - g. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the Clean Sweep Programs to be carried out in Richland County.
- F. Acts as the Parks Commission as follows:
 - a. Term of seven (7) years, expiring in the month of June; County Board Supervisors' terms subject to reconfirmation by the County Board.
 - b. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the activities of the County Parks in accordance with Wisconsin State Statutes 27.02 through 27.06.
 - c. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the development, operation and maintenance of the Lone Rock to Richland Center railroad corridor as a recreational trail.
 - d. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding all security matters relating to County Parks.

FINANCE & PERSONNEL STANDING COMMITTEE

- A. Nine members consisting of:
 - 1. The County Board Chair (who shall serve as Chair of the Finance & Personnel Standing Committee)
 - 2. The County Board Vice Chair (who shall serve as Vice Chair of the Finance & Personnel Standing Committee)

3. Education Standing Committee (Designee by committee vote)
 4. Fair, Recycling, and Parks Standing Committee (Designee by committee vote)
 5. HHS & Veterans Standing Committee (Designee by committee vote)
 6. Land & Zoning Standing Committee (Designee by committee vote)
 7. Pine Valley & Child Support Standing Committee (Designee by committee vote)
 8. Public Safety Standing Committee (Designee by committee vote)
 9. Public Works Standing Committee (Designee by committee vote)
- B. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding all financial matters of the County Board for the purpose of keeping expenditures under control and within the budget adopted by the County Board, the Treasurer's recommendations for investment monies, and financial audits by outside auditors.
 - C. Monitors the actual vs. proposed annual budget in funds managed by the Administrator, County Board, Clerk, and Treasurer Departments on a minimum quarterly basis.
 - D. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) over the Administrator's recommendations for property, liability, and workers' compensation, liability and worker's compensation policies.
 - E. Annually recommend a budget for the County for submission to the County Board for its approval at the annual meeting.
 - F. This committee shall handle all matters relating to debt service issues.
 - G. This committee shall consider all claims made against Richland County and shall make a recommendation to the County Board as to how to dispose of each such claim.
 - H. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding issues that arise out of the offices of the Administrator, County Clerk, Property Lister, and Treasurer.
 - I. Sell all tax deed property in the manner prescribed by the Wisconsin Statutes and as deemed appropriate by the Committee and without further approval by the County Board.
 - J. Administer the Revolving Loan Fund account in accordance with the procedures manual.
 - K. Make fund transfers between budget lines within the budgets of individual departments or committees in the annual County budget.
 - L. Recommend all proposals of lowering or raising the salary ranges, fixing the salaries, sick leave, vacation periods, holidays, working conditions, insurance for County employees, fringe benefits, deferred compensation program, family and medical leave, and leaves of absence shall be referred to the Committee only after consideration and recommendation by the concerned department head and committee. The Committee shall review and analyze such proposals and make such recommendations to the County Board as it determines appropriate.
 - M. The committee shall from time to time provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding Job Analysis and Evaluations and a study of the table of operations, and if a change in any of the above is recommended, and said recommendation shall be submitted to the County Board for action.
 - N. The committee shall, after recommendation by the concerned department head and committee, set working conditions, grant leaves of absence, grant promotions, settle grievances, and establish personnel rules, regulations and policy.

- O. The committee together with such professional assistance as may be provided by the Administrator, shall represent the County in collective bargaining and all other situations and procedures covered by section 111.70, Wisconsin Statutes, including the applications and interpretation of all collective bargaining agreements. The County Board shall have authority to approve or reject any and all agreements of any employee bargaining units.
- P. This committee shall provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) the amount of bonds of various county officers and employees.
- Q. This committee shall act as the Audit Committee providing oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) reports on all expense vouchers for the County Board of Supervisors and the various departments of the County, except for the Social Services Department, Pine Valley Healthcare and Highway Department for which the Audit Committee shall review the department summary sheets.

HEALTH AND HUMAN SERVICES AND VETERANS STANDING COMMITTEE

- A. 11 members, 6 of whom shall be County Board Supervisors and 5 of whom to be non-Supervisors. The Chair shall be a County Board Supervisor.
- B. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
- C. Monitors the actual vs. proposed annual budget in funds managed by the Health & Human Services and Veterans Departments on a minimum quarterly basis.
- D. Acts as the Health & Human Services Board as follows:
 - a. Of 3 non-Supervisor members, 1 shall be a physician, 1 shall be a registered nurse and 1 shall be a consumer/family member receives or has received human services or shall be a family member of such an individual.
 - b. To provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding a program for the providing of services to the mentally ill, developmentally disabled and alcohol and other drug dependent citizens of Richland County, in accordance with section 51.42 and 51.437, Wisconsin Statutes.
 - c. Perform the duties set forth in Chapter 251, Wisconsin Statutes, and such other duties as may be imposed upon it by the County Board. Veterans Citizens appointees will not act on decisions brought to the Board of Health.
 - d. Exercise those powers and perform those duties set forth in section 46.22(2), Wisconsin Statutes, and such other duties as may be set forth in County Ordinances or Resolutions.
 - e. The Board may enter into contracts on behalf of Richland County which involve the expenditure of not more than \$30,000 either at one time or within the course of one year, without prior County Board approval.
 - f. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the use and maintenance and security of the Richland County Community Services Building and parking lot.
 - g. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) as the County liaison between State and National Agencies relating to Senior Citizens funding and program activities including the Older Americans Act activities.

- E. Acts as the Veterans Service Commission as follows:
 - a. 1 or 2 County Board Supervisor members shall be a veteran.
 - b. Of 2 non-Supervisor members, both shall be Richland County residents who are veterans.
 - c. Carry out the duties set for in Wisconsin Statute 45.81 regarding aid to needy veterans.
 - d. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the Veterans Service Department.
 - e. The initial term shall be a 1-year term for one new seat and a 2-year term for one new seat. After completion of the initial term, members are appointed for a 3-year term per Wisconsin Statutes, section 45.81 (1).

HOUSING AUTHORITY

(reports to HHS & Veterans Standing Committee)

- A. Five members with three citizen members recommended by the Administrator for appointment and confirmed by the County Board, and two County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
- B. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) for staff who will receive funds and administer programs in Richland County of the U.S. Housing and Urban Development Department (HUD), except HUD's Block Grant program.

LAND AND ZONING STANDING COMMITTEE

- A. 7 members, 6 of whom shall be County Board Supervisors and 1 of whom shall be the Farm Service Agency (FSA) Committee Chair or their FSA Committee member designee. The Chair shall be a County Board Supervisor. NOTE: Per 5 C.F.R. § 2635.702(b) a designee from FSA is prohibited.
- B. County Board Supervisor members are recommended by the County Board Chair for appointment and confirmed by the County Board. Two of the members shall be a member of the Education Standing Committee.
- C. Monitors the actual vs. proposed annual budget in funds managed by the Register of Deeds, Land Conservation, and Zoning Departments on a minimum quarterly basis.
- D. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding issues that arise out of the office of the Register of Deeds.
- E. Acts as the Land Conservation Committee as follows:
 - 1. Perform the functions required by Chapter 92 of the Wisconsin Statutes.
 - 2. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the functions and activities of the Richland County Department of Land Conservation.
 - 3. The Richland County Land Conservation Committee shall submit its long-range plan and annual plan to the County Board for review and approval by the County Board.
 - 4. Approval of the annual plan by the County Board shall constitute approval of all proposed Land Conservation committee activities and programs set forth in the annual plan, except as provided in paragraph (5) below.

5. The Chairperson of the Land Conservation Committee, or his or her designated representative, is authorized to sign contracts, memoranda of understanding or other agreements which have been approved by the Land Conservation Committee relating to Land Conservation Committee activities and programs, provided that these documents relate specifically to activities and programs described in the annual plan.
 6. The Land Conservation Committee shall ensure that its annual plan contains specific and measurable objectives and procedures.
 7. Notwithstanding any annual plan approval, the Land Conservation Committee may not undertake any new projects whose overall costs exceed \$30,000.00 excluding priority watershed projects as designated by the State of Wisconsin, without County Board approval.
 8. If, during the course of the year, the Land Conservation Committee desires to undertake any activity or program not identified in the annual plan for the year, the Land Conservation Committee may make a special request for County Board approval of the activity or program, but may not undertake that activity or program without prior County Board approval.
 9. Reviewing all applications received by the County Clerk under the Farmland Preservation Tax Credit Act (Chapter 91, Wisconsin Statutes) and making recommendations as to each such application to the County Board.
 10. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the Ash Creek Community Forest.
 11. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding all security matters relating to all land and buildings utilized by the Land Conservation Committee.
- D. Acts as the Zoning Committee as follows:
1. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) over the County Zoning Ordinance in cooperation with the Corporation Counsel.
 - a. Richland County Zoning Ordinance
 - b. Richland County Land Division Ordinance
 - c. Shoreland/Wetland Ordinance
 - d. Floodplain Ordinance
 - e. Tri-County Airport Ordinance
 - f. County Addressing Ordinance
 - g. Richland County non-metallic Mining Ordinance
 2. Make recommendations to the County Board in all matters relating to exclusive agricultural zoning as provided in Chapter 91, Wisconsin Statutes.
 3. Act as a liaison representative on issues concerning the Lower Wisconsin Riverway Program.
 4. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the activities of the Richland County Land Information office members and acknowledge that any additional budgeted property tax dollars to be spent for land records modernization will require specific approval by the County Board.

5. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the activities of County Surveyor.

LAND INFORMATION COUNCIL

(reports to Land & Zoning Standing Committee)

- A. Eight members consisting of the following: The Register of Deeds, The County Treasurer, The Real Property Tax Lister, A County Board Supervisor, The County Surveyor, The Zoning Administrator, A realtor employed in Richland County, and A public safety representative employed in Richland County
- B. Realtor and public safety representative recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor member recommended by the County Board Chair for appointment and confirmed by the County Board.
- C. All terms shall be for 2 years, coinciding with County Board terms.
- D. The Council shall meet only after direction to do so by the Zoning and Land Information Committee.
- E. Citizen members shall be paid the per diem and mileage paid to Supervisors for attendance at committee meetings. No additional compensation shall be paid to full-time County officers or employees for attendance at meetings of the Council. The County Surveyor shall be compensated in accordance with the Surveyor's contract with the County. The Supervisor member shall be paid the standard per diem and mileage for attendance at committee meetings.
- F. The Council shall review the priorities, needs, policies and expenditures of the Land Information Office and advise the County on matters affecting the Land Information Office.

LIBRARY PLANNING COMMITTEE

(reports to Finance & Personnel Standing Committee)

- A. This committee is formed every 3 - 5 years for the purpose of writing Richland County's library plan, which is required by the state. Once the plan is written the committee is dissolved until the next time the plan needs to be updated.
- B. 5 members consist of a County Board Supervisor, Southwest Wisconsin Library System Board of Trustees member, a Brewer Public Library Librarian, a Lone Rock Community Library Librarian, and a Viola Public Library Librarian.
- C. The County Board Supervisor member shall be recommended for appointment by the County Board Chair, subject to County Board approval.

LOCAL EMERGENCY PLANNING COMMITTEE

(reports to Public Safety Standing Committee)

- A. The Local Emergency Planning Committee (LEPC) has responsibilities under Wisconsin Statute 59.54 (8)
- B. An undefined number of citizen members recommended by the Administrator for appointment and confirmed by the County Board, and two County Board Supervisor members shall be recommended by the County Board Chair for appointment and confirmed by the County Board.
- C. The composition of this Committee is fluid in that current practice is that anyone who wishes to be a member of the LEPC can make a request to be appointed.
- D. Federal Law, the Superfund Amendments and Reauthorization Act (SARA), requires LEPCs to have at least one member from each of the following 5 Groups: Group 1 - Elected state or local

official; Group 2 – Law enforcement, civil defense, firefighting, first aid, health service, hospital, local environmental organization, transportation; Group 3 – Broadcast or print media; Group 4 – Community groups; Group 5 – Owners and operators of facilities subject to the requirements of Sara Title III.

LONE ROCK LIBRARY BOARD

(reports to Finance & Personnel Standing Committee)

The number of Supervisors or citizens appointed to this Board shall be determined annually in accordance with Wisconsin Statutes § 43.60 (3). Any Supervisor appointed to this Board shall be appointed by the County Board Chair, and any citizen shall be appointed by the County Administrator, both subject to approval of the County Board.

MISSISSIPPI VALLEY HEALTH SERVICES COMMISSION

(reports to HHS & Veterans Standing Committee)

1. One member from Richland County who shall be a member of the HHS & Veterans Standing Committee. If the member is a County Board Supervisor they shall be recommended by the County Board Chair for appointment and confirmed by the County Board. If the member is a citizen they shall be recommended by the County Administrator for appointment and confirmed by the County Board.
2. Serve as the County's representative on the commission of this non-profit corporation formed by various county governments to own and operate Lakeview Health Care Center, which accommodates nursing home residents who have specialized physical and mental health needs that are complicated by the residents' challenging behaviors.

NEIGHBORHOOD HOUSING SERVICES OF SOUTHWEST WISCONSIN

(reports to HHS & Veterans Standing Committee)

- A. One member of this Board shall be appointed by the County Board in the usual manner for committee appointments recommended by the County Board Chair for appointment and confirmed by the County Board.
- B. This Board establishes the operating policies for the Neighborhood Housing Services of Richland County, Inc., which is a nonprofit organization dedicated to constructing, remodeling and rehabilitating residential housing throughout Richland County.

NUTRITION ADVISORY COUNCIL

(reports to Commission on Aging & Disability Board)

- A. 7 members, one of which shall be a County Board Supervisor who is as member of the Health and Human Services Board.
- B. Citizen members recommended by the Administrator for appointment and confirmed by the County Board, and two County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
- C. Of the remaining 6 members, 1 member from each meal site, including 1 member who is a representative of a person receiving home delivery meals and 1 member who is a representative from the volunteers who deliver meals. One-half of the members shall consist of Nutrition Program participants. The remaining members shall provide for broad representation from public and private agencies that are knowledgeable and interested in senior dining and home-delivered meals programs.

- D. Make recommendations regarding food preferences of participants in the Senior Nutrition Program, the hours which a meal site is to be open, what furnishings may be helpful in regard to handicapped or disabled persons; what, if any, additional services should be provided at meal sites; conduct yearly site reviews; provide support and assistance to the Nutrition Program; promote the meal sites to the general public.
- E. Advise Senior Nutrition Program staff on all matters relating to the delivery of nutrition and nutrition-supportive services.
- F. Set policy regarding the delivery of Nutrition Program services, representation of participants and development and support of the Senior Nutrition Program.

PINE VALLEY & CHILD SUPPORT STANDING COMMITTEE

- A. 7 members including 6 County Board supervisors and 1 citizen. The Chair shall be a County Board Supervisor.
- B. Monitors the actual vs. proposed annual budget in funds managed by the Pine Valley and Child Support Departments on a minimum quarterly basis.
- C. Functions as the Pine Valley Community Village Board of Trustees in accordance with section Wisconsin Statute 46.18 and as follows:
 - 1. One member shall be a citizen of Richland County who shall be a medical professional (meaning a doctor or a nurse).
 - 2. All members shall, in accordance with section 46.18(1), Wisconsin Statutes, be chosen by ballot by the County Board.
 - 3. The duties of the Board are, as set forth in section 46.18, Wisconsin Statutes, to provide oversight and advice regarding Richland County's nursing home, Pine Valley Healthcare and Rehabilitation Center, subject to regulations approved by the County Board, after the County Board has received the recommendations of the Board of Trustees.
 - 4. Provide oversight and advice regarding the physical plant and grounds at Pine Valley Healthcare and Rehabilitation Center.
 - 5. Provide oversight and advice regarding security matters relating to building and grounds at Pine Valley Healthcare & Rehabilitation Center.
- C. Functions as the Child Support Committee as follows:
 - a. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) to the Child Support Agent in the implementation of Public Law 93-647 which sets forth a system for the collection of child support payments from parents who have abandoned their families and do not voluntarily contribute to the support of their children.

PUBLIC SAFETY AND JUDICIARY STANDING COMMITTEE

- A. 7 County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.
- B. Monitors the actual vs. proposed annual budget in funds managed by the Clerk of Circuit Court, Coroner, District Attorney, Emergency Management, Register in Probate, and Sheriff Departments on a minimum quarterly basis.

- C. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the needs, powers and duties of the Sheriff of Richland County, their deputies and employees, and the jail.
- D. To audit all bills for expenditures within the Sheriff's department.
- E. To provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding service and maintain all equipment relative to the Sheriff's department.
- F. Present to the Board any suggestions the Committee may have concerning law enforcement and other duties required by the Sheriff's Department.
- G. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding matters pertaining to the operation of the Police Radio System.
- H. Receive, investigate and make recommendations to the County Board as to matters relating to the administration of the court system in Richland County.
- I. This committee shall provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) in matters relating to the Richland County Circuit Court, the Law Library, the Family Court Commissioner, the Register in Probate, the Clerk of Circuit Court, the District Attorney, the Corporation Counsel, the Probation and Parole Office and any other matters that may relate to the court system in Richland County.
- J. Make appropriations from the Jail Assessment Fund for construction, remodeling, repair or improvement of the County Jail, without approval from the County Board.
- K. Conduct an annual inspection of the jail.
- L. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operations of the Coroner's Office.
- M. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the security and maintenance and rental of the County's radio towers and the accompanying building and surrounding fenced grounds.
- N. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operation of the County's 911 emergency telephone response system.
- O. Act as the Emergency Management Committee in accordance with Wisconsin Statute 323.14, recommending an emergency management plan and program to the County board for adoption. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the development of the emergency management plan and programs. Approves spending decisions as to State and Federal funds granted to the Local Emergency Planning Committee. According to Wisconsin Statute 323.14 the County Board Chair shall designate the chair of the Public Safety Standing Committee when acting as the Emergency Management Committee.

PUBLIC WORKS STANDING COMMITTEE

- A. 8 County Board Supervisor members recommended by the County Board Chair for appointment and confirmed by the County Board.

- B. Monitors the actual vs. proposed annual budget in funds managed by the Courthouse Maintenance, Highway, and Management Information System Departments on a minimum quarterly basis.
- C. Acts as the County Highway Committee as follows:
 - a. As allowed under Wisconsin Statute 83.015 (1)(c), members are recommended for appointment by the County Board Chair and confirmed by the County Board.
 - b. The duties of the committee shall be to function pursuant to the provisions of section 83.015, Wisconsin Statutes, and be responsible for other duties as may be imposed by the County Board. The county highway committee shall be only a policy-making body determining the broad outlines and principles governing administration and the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under Wisconsin Statute 83.015 (2)(b).
 - c. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding all security matters relating to all buildings and grounds utilized by the County Highway Department.
- D. Acts as the oversight committee for Management Information Systems as follows:
 - a. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding technology needs of all County departments.
- E. Acts as the Property, Building, and Grounds Committee as follows:
 - a. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding the operation, maintenance and janitor service of all County buildings not specifically assigned by Statutes, or by action of the Board, to other agencies or departments in the County.
 - b. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding a perpetual inventory of the real estate and buildings owned by the County.
 - c. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding utilization and repair policies of all public lands, buildings, recreation sites, access sites inclusive of all short-term public holdings of the County with the exception of the highway buildings and land.
 - d. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) an annual inspection of inventories and buildings so they can establish policies related thereto.
 - e. Effect the appraisal of real property to be sold by the County.
 - f. Review and make the final decision on requests by citizens and citizen groups to use major portions of the Courthouse and/or the Courthouse grounds.
 - g. Provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) regarding security matters relating to the Courthouse building and grounds and the Courthouse parking lot. An exception on this matter is outlined under the Court Security Committee, which is responsible for oversight on security matters related to circuit court facilities.

RICHLAND CENTER LIBRARY BOARD

(reports to Finance & Personnel Standing Committee)

The number of Supervisors or citizens appointed to this Board shall be determined annually in accordance with Wisconsin Statutes § 43.60 (3). Any Supervisor appointed to this Board shall be appointed by the County Board Chair, and any citizen shall be appointed by the County Administrator, both subject to approval of the County Board.

RICHLAND CENTER PARK BOARD

(reports to Fair, Recycling, and Parks Standing Committee)

One Supervisor is, by tradition, appointed to this Board by the Chair of the County Board, subject to approval by the County Board, and this Supervisor shall be selected from the Supervisor members of the Fair, Recycling, and Parks Standing Committee.

RULES AND STRATEGIC PLANNING STANDING COMMITTEE

A. Nine members consisting of:

1. The County Board Vice Chair (who shall serve as Chair of the Rules and Strategic Planning Standing Committee)
2. The County Board Chair (who shall serve as Vice Chair of the Rules and Strategic Planning Standing Committee)
3. Education Standing Committee (Designee by committee vote)
4. Fair, Recycling, and Parks Standing Committee (Designee by committee vote)
5. HHS & Veterans Standing Committee (Designee by committee vote)
6. Land & Zoning Standing Committee (Designee by committee vote)
7. Pine Valley & Child Support Standing Committee (Designee by committee vote)
8. Public Safety Standing Committee (Designee by committee vote)
9. Public Works Standing Committee (Designee by committee vote)

B. Acts as the Rules & Resolutions Committee and Ethics Board as follows:

1. Review and recommend any changes regarding the Richland County Board Rules.
2. Review and introduce any Resolutions not sponsored by a County body for action by the County Board.
3. The committee shall provide oversight and advice (i.e., policy-making determining the broad outlines and principles governing administration) over County administrative affairs in general with a view of bringing about proper coordination and cooperation between the various departments and agencies in the County to the end that the best business practices may be observed; that due efficiency may be maintained; and that the interests of the citizens of the County may best be served, and as such recommend changes regarding the Richland County Board Body Structure to the County Board.
4. Deal with the disposal or destruction of County records under Ordinance No. 99-11.
5. Administer and enforce the Code of Ethics set forth in Ordinance No. 06-28 as that Ordinance has been or may be amended.

- C. Acts as the Strategic Planning Committee as follows:
 - 1. Proposes changes to the Strategic Plan for County Board consideration.
 - 2. Monitors progress on the Strategic Plan.
 - 3. Recommends trainings and programs that educate County Board members.
- D. Provide oversight and advice (i.e. policy-making determining the broad outlines and principles governing administration) regarding the Richland County Comprehensive Plan.

SOUTHWEST WISCONSIN COMMUNITY ACTION PROGRAM

(reports to HHS & Veterans Standing Committee)

One County Board Supervisor shall be recommended for appointment to serve on this Board by the County Board Chair, subject to County Board confirmation.

SOUTHWEST WISCONSIN LIBRARY SYSTEM BOARD

(reports to Finance & Personnel Standing Committee)

Two members, one of whom shall be a County Board Supervisor and one who shall be a citizen member. The citizen member shall be recommended by the Administrator for appointment and confirmed by the County Board, and the County Board Supervisor shall be recommended by the County Board Chair for appointment and confirmed by the County Board.

SOUTHWEST WISCONSIN REGIONAL PLANNING COMMISSION

(reports to Rules & Strategic Planning Standing Committee)

- A. One member of this commission shall be recommended for appointment by the County Board Chair, with County Board confirmation.
- B. This Commission has the powers and duties set forth in section 66.945, Wisconsin Statutes.
- C. Richland County is a member of this Commission by virtue of Resolution No. 12, which was adopted by the County Board on April 16, 1969.

SYMONS NATATORIUM BOARD

(reports to Finance & Personnel Standing Committee)

- A. Two County Board Supervisors and the County Board Chair, or his or her designee, shall be appointed to this Board. The County Board Chair shall recommend the two County Board Supervisors to be appointed, subject to County Board confirmation.
- B. This Board exists by virtue of an inter-governmental agreement entered into between Richland County and the City of Richland Center, in accordance with section "Wisconsin Statutes, section 66.0301".
- C. The powers and duties of this Board are set forth in an Agreement which was approved by the County Board by Resolution No. 87-19, which was adopted on March 17, 1987.
- D. Attend to all security matters relating to the Symons Natatorium and the surrounding grounds and the parking lot used by the Natatorium.
- E. Monitors the actual vs. proposed annual budget in funds managed by the Symons Department on a minimum quarterly basis.

TRAFFIC SAFETY COMMISSION

(reports to Public Works Standing Committee)

- A. Wisconsin Statute 83.013 requires this body to meet quarterly.
- B. The County Administrator may recommend appointing members with County Board confirmation, but this process is not required.
- C. Membership may come from education, medicine, law, enforcement, and highways may be part of the commission.

TRANSPORTATION CO-ORDINATING COMMITTEE

(reports to HHS & Veterans Standing Committee)

- A. Eleven members who must represent at least the following: The Board of Trustees of Pine Valley Healthcare and Rehabilitation Center; transportation providers' public, proprietary and non-profit; elderly and disabled citizen advocates, consumer and agency advocates, and three County Board supervisors.
- B. Citizen members shall be recommended by the Administrator for appointment and confirmed by the County Board, and County Board Supervisor members shall be recommended by the County Board Chair for appointment and confirmed by the County Board.
- C. Three-year terms with one-third of the first appointments to be for a one-year term with one-third of the first appointments to be for a two-year term and one-third of the first appointments to be for a three-year term.
- D. The Committee shall have at least the following duties:
 - 1. Monitor the expenditures of transportation funds being expended on transportation services for the elderly and disabled in service areas.
 - 2. Review passenger transportation plans for service areas.
 - 3. Review and comment on county aid applications under section 85.21, Wisconsin Statutes.
 - 4. Review and comment on capital assistance applications under section 85.22, Wisconsin Statutes.
 - 5. Act as an informational resource for local transportation provider regarding the requirements of the Americans with disabilities act of 1990, 42 USC 12101 et seq.
 - 6. Act on requests by local public bodies to be designated as co-coordinators of transportation services for elderly and disabled persons for the purpose of becoming eligible for assistance under the Federal sec. 16 program.
 - 7. Apply for an accept Federal section 16(b) two grants for purchasing specialized vehicles for transporting elderly and/or disabled citizens of the County.
 - 8. Assists the establishment of goals, priorities and objectives for the
 - a. transportation planning process in Richland County.
 - 9. Understands and provides input related to coordinated work efforts in meeting the transportation needs of Richland County.
 - 10. Understands, analyzes and provides input on transportation studies, plans and programming recommendations required under State and Federal law, and as requested by the Southwest Wisconsin Regional Planning Commission.

11. Provides transportation-related information to local governments and other interested organizations and persons to enhance transportation system development, co-ordination and efficiency.
12. Reviews and recommends transportation improvement projects to local governments which support and enhance inter-county and intra-county transportation serving the Richland County area.
13. Reviews and prioritizes transportation service and/or program projects to submit to the Wisconsin Department of Transportation and the Richland County Board.
14. Makes recommendations to the local, State and Federal governmental agencies and the Southwest Wisconsin Regional Planning Commission regarding any necessary actions relating to the continuing transportation planning process.
15. Provides general review, guidance and co-ordination of the transportation planning process in Richland County.

TRI-COUNTY AIRPORT COMMISSION

(reports to Finance & Personnel Standing Committee)

- A. Seven members, two of whom shall be recommended for appointment by the County Board Chair, subject to approval of the County Board. Four members shall be appointed by the Iowa County Board of Supervisors and the Sauk County Board of Supervisors, all in accordance with section 11.14(2), Wisconsin Statutes. The seventh member, who shall be a regular Airport user at the time of his/her appointment, shall be appointed by the six members. Richland County's members of the Tri-County Airport Commission must at all times be sitting County Board Supervisors and the term of Richland County's member of the Commission shall end immediately upon those persons ceasing to be County Board Supervisors.
- B. The Commission shall manage and operate the Tri-County Airport in Lone Rock, in accordance with sections 114.11 through 114.141, Wisconsin Statutes and Richland County Ordinance No. 83-3, which was adopted on July 19, 1983.
- C. Make an annual report to the County Board regarding operations and projects.

VIOLA LIBRARY BOARD

(reports to Finance & Personnel Standing Committee)

The number of Supervisors or citizens appointed to this Board shall be determined annually in accordance with Wisconsin Statutes § 43.60 (3). Any Supervisor appointed to this Board shall be appointed by the County Board Chair, and any citizen shall be appointed by the County Administrator, both subject to approval of the County Board.

ZONING BOARD OF ADJUSTMENT

(reports to Land & Zoning Standing Committee)

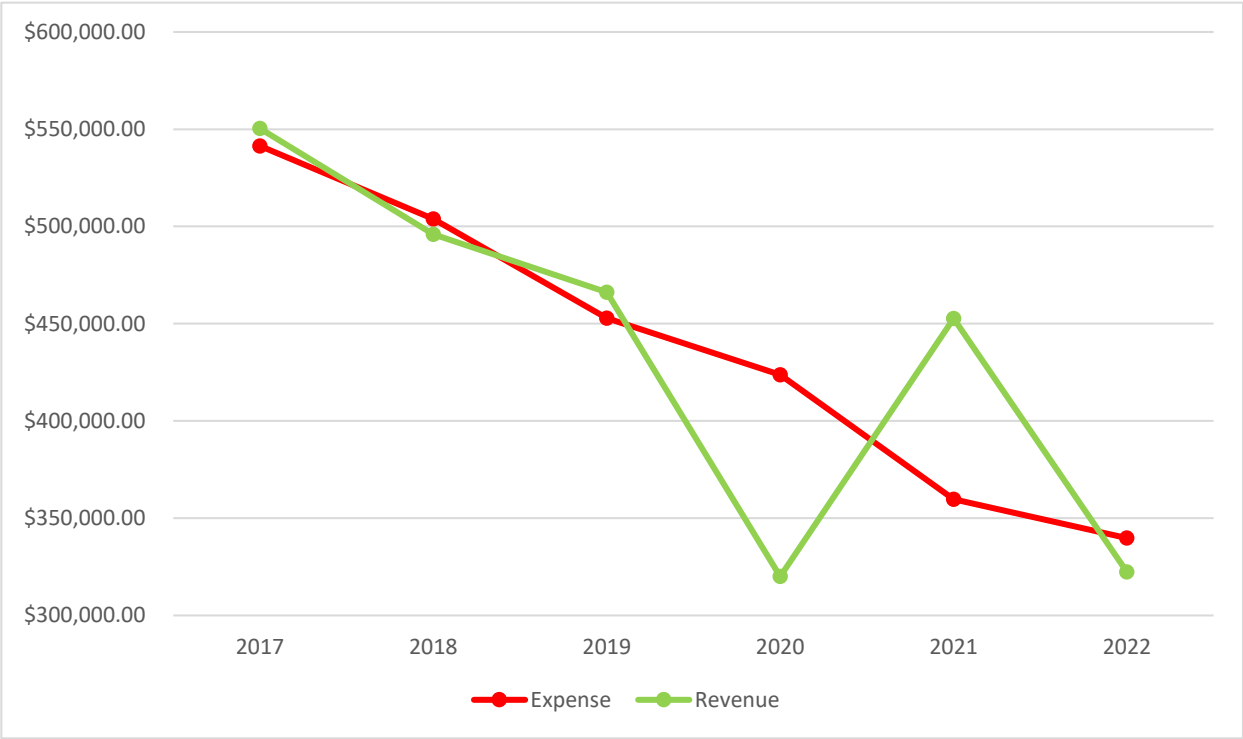
- A. Three citizen members recommended for appointment by the County Administrator with County Board confirmation.
- B. Carries out duties specified in Wisconsin Statute 59.694.

	2017	2018	2019	2020	2021	2022 as of 11/14
	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>	<i>Expenses*</i>
Salaries	\$ 121,041.06	\$ 127,507.20	\$ 122,577.32	\$ 115,745.77	\$ 107,200.99	\$ 117,248.08
Temp/Casual	\$ 115,035.19	\$ 118,220.11	\$ 123,230.99	\$ 87,642.10	\$ 94,697.05	\$ 82,654.64
FICA	\$ 17,810.81	\$ 18,582.76	\$ 18,300.91	\$ 15,866.55	\$ 15,003.63	\$ 14,813.76
Life	\$ 97.00	\$ 109.98	\$ 72.54	\$ 50.73	\$ 29.29	\$ 28.93
Education	\$ 1,012.00	\$ 619.04	\$ 703.00	\$ 769.00	\$ -	\$ 350.00
HRA Admin Fee	\$ 153.06	\$ 152.61	\$ 136.49	\$ 150.91	\$ 170.03	\$ 218.00
Health	\$ 34,231.73	\$ 36,627.99	\$ 33,608.49	\$ 31,407.96	\$ 27,279.59	\$ 32,686.46
WRS	\$ 10,902.75	\$ 10,649.14	\$ 9,672.33	\$ 9,345.30	\$ 8,696.49	\$ 8,948.14
Dental	\$ 628.68	\$ 628.68	\$ 471.51	\$ 311.54	\$ 91.55	\$ 178.70
HRA Ded Reim	\$ 1,000.00	\$ 743.98	\$ 416.13	\$ 3,000.00	\$ 1,779.80	\$ 1,417.90
Lights	\$ 51,189.28	\$ 45,659.57	\$ 38,122.72	\$ 34,361.56	\$ 37,317.07	\$ 30,020.01
Telephone	\$ 3,133.70	\$ 3,251.48	\$ 3,165.13	\$ 2,930.02	\$ 3,220.70	\$ 2,337.91
Heat	\$ 15,985.09	\$ 16,500.13	\$ 13,404.31	\$ 7,716.03	\$ 16,440.42	\$ 11,344.03
Professional Svcs	\$ -		\$ 2,869.50	\$ -	\$ -	\$ -
Snow Plowing	\$ 440.00	\$ 1,020.00	\$ 1,410.00	\$ 850.00	\$ 850.00	\$ 350.00
Postage/Envelopes	\$ 1,185.39	\$ 995.92	\$ 1,023.28	\$ 594.00	\$ 730.50	\$ 677.97
Copies/Paper	\$ 308.20	\$ 581.00	\$ 832.48	\$ 1,497.84	\$ 377.01	\$ 189.49
Bank Fees	\$ 2,885.33	\$ 1,495.87	\$ 520.00	\$ 421.00	\$ 296.00	\$ 187.00
Office Supplies	\$ 1,478.50	\$ 1,760.83	\$ 458.83	\$ 460.15	\$ 88.12	\$ 120.72
Background cks	\$ -		\$ 28.00	\$ 35.00	\$ 7.00	\$ 39.00
Advertising	\$ 2,750.26	\$ 2,211.28	\$ 3,353.70	\$ 2,221.35	\$ 3,017.47	\$ 3,291.62
Class Expenses	\$ 6,851.85	\$ 7,684.94	\$ 7,109.58	\$ 2,670.57	\$ 6,443.23	\$ 4,259.18
Meals	\$ 32.43	\$ 135.26	\$ 11.55	\$ 16.98	\$ 13.95	\$ -
Lodging	\$ 85.00	\$ 298.00	\$ 156.69	\$ 133.50	\$ -	\$ -
Mileage	\$ 624.04	\$ 497.76	\$ 706.74	\$ 246.84	\$ 1,031.29	\$ 55.08
Pool Supplies	\$ 6,985.14	\$ 10,793.35	\$ 6,005.31	\$ 5,421.42	\$ 4,725.68	\$ 4,347.87
Maint/Repairs	\$ 96,914.26	\$ 62,016.07	\$ 39,948.28	\$ 52,964.28	\$ 19,083.25	\$ 16,579.91
Licensing	\$ 550.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Computer Maint/Upgrd	\$ 69.99	\$ 2,932.42	\$ 1,054.06	\$ 601.93	\$ 202.49	\$ 606.88
Computer Software	\$ 1,261.96	\$ 758.00	\$ 175.20	\$ 675.00	\$ -	\$ -
Merchandise	\$ 3,708.38	\$ 2,901.42	\$ 3,564.29	\$ 771.34	\$ 2,068.61	\$ 1,272.71
New Equipment	\$ 22,049.16	\$ 4,903.40	\$ 299.66	\$ 3,441.00	\$ 1,147.65	\$ -
Wrk Comp,Prop,Liab In	\$ 11,790.00	\$ 10,985.00	\$ 11,270.00	\$ 12,025.00	\$ 5,311.00	\$ 6,225.15
Special Events	\$ 310.61	\$ 238.15	\$ 230.33	\$ 1,163.78	\$ 55.89	\$ 16.56
Comm Crime Ins	\$ 68.00	\$ 67.00	\$ 67.00	\$ 67.00		\$ -
USA Swim Expenses	\$ 6,790.14	\$ 8,231.12	\$ 5,885.47	\$ 1,252.98	\$ 578.00	\$ -
Contract Svcs	\$ -	\$ 2,120.50	\$ 171.83			\$ -
Bills no line	\$ (22.31)	\$ 40.00	\$ 322.77	\$ 42.65	\$ 40.00	\$ 40.00
FOB Expenses	\$ 1,119.00	\$ 1,104.00	\$ 1,098.00	\$ 925.00	\$ 1,110.00	\$ 1,766.00
Attorney Fees	\$ -	\$ 40.00	\$ -	\$ -	\$ -	\$ -
Comp Prog Support	\$ 675.00	\$ 358.78	\$ -	\$ 79.99	\$ -	\$ -
Unemployment Ins	\$ -	\$ -	\$ -	\$ 2,706.27	\$ 233.61	\$ (2,925.59)
Lins Ret Sick Lv Conver	\$ -	\$ -	\$ -	\$ 22,807.01	\$ -	\$ -
Svcs on Machines	\$ 270.00	\$ -	\$ -	\$ -	\$ -	\$ -
Per Diems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.00
	\$ 541,400.68	\$ 503,822.74	\$ 452,854.42	\$ 423,789.35	\$ 359,737.36	\$ 339,776.11

	2017	2018	2019	2020	2021	2022 as of 11/14
	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>	<i>Revenue*</i>
Tax Levy	\$ 37,024.60	\$ 34,305.00	\$ 34,291.50	\$ 34,291.50	\$ 34,291.50	\$ 36,141.61
Membership Fees	\$ 288,288.07	\$ 303,973.87	\$ 291,102.82	\$ 181,370.19	\$ 226,197.39	\$ 189,896.94
Special Events	\$ 3,135.10	\$ 3,907.72	\$ 2,550.59	\$ 2,486.08	\$ 1,742.90	\$ 4,353.39
Class Fees	\$ 43,726.63	\$ 47,513.75	\$ 44,841.38	\$ 18,019.09	\$ 31,327.70	\$ 28,187.20
Day Passes	\$ 25,906.60	\$ 24,304.19	\$ 24,205.00	\$ 14,449.50	\$ 22,311.15	\$ 22,109.00
Merch Sales	\$ 4,237.46	\$ 4,302.01	\$ 4,205.99	\$ 1,796.81	\$ 3,019.51	\$ 1,664.69
Court Fees	\$ 178.32	\$ 152.00	\$ 190.05	\$ 79.69	\$ 49.34	\$ 60.68
USA Swim	\$ 15,233.50	\$ 15,996.00	\$ 12,664.64	\$ 1,027.00	\$ -	\$ -
Member FOB Key	\$ 2,491.25	\$ 2,454.00	\$ 840.00	\$ 2,390.00	\$ 3,380.00	\$ 3,335.00
Misc	\$ 449.40	\$ 1,015.50	\$ 905.00	\$ 193.00	\$ 60.00	\$ 421.00
Foundation Donation	\$ 88,254.67	\$ 18,162.46	\$ 8,190.00	\$ 9,883.35	\$ 817.96	\$ -
Deficiency App	\$ -	\$ 3,443.05	\$ 4,387.69	\$ -	\$ 95,222.81	\$ -
City of RC	\$ 40,584.25	\$ 34,305.00	\$ 37,734.54	\$ 34,291.50	\$ 34,291.50	\$ 36,141.62
Symons Donations	\$ -	\$ 2,131.63	\$ -	\$ -	\$ -	\$ -
Routes 2 Recovery	\$ -	\$ -	\$ -	\$ 17,469.40	\$ -	\$ -
Promotions	\$ -	\$ -	\$ -	\$ 1,075.00	\$ -	\$ -
Rubber Flooring res 20	\$ -	\$ -	\$ -	\$ 1,187.00	\$ -	\$ -
Donations	\$ 864.00	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 550,373.85	\$ 495,966.18	\$ 466,109.20	\$ 320,009.11	\$ 452,711.76	\$ 322,311.13

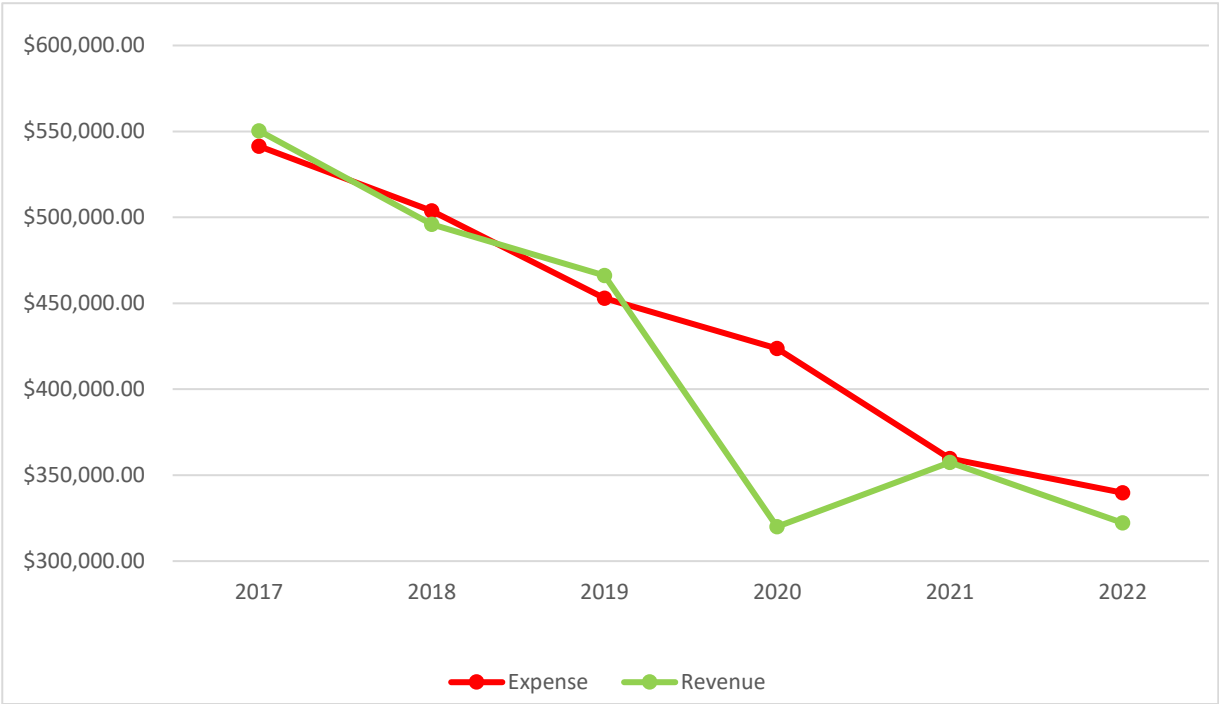
2021 Deficiency Appropriation Revenue **INCLUDED** (\$95,222.81)

	2017	2018	2019	2020	2021	2022
Expense	\$ 541,400.68	\$ 503,822.74	\$ 452,854.42	\$ 423,789.35	\$ 359,737.36	\$ 339,776.11
Revenue	\$ 550,373.85	\$ 495,966.18	\$ 466,109.20	\$ 320,009.11	\$ 452,711.76	\$ 322,311.13



2021 Deficiency Appropriation Revenue **EXCLUDED** (\$95,222.81)

	2017	2018	2019	2020	2021	2022
Expense	\$ 541,400.68	\$ 503,822.74	\$ 452,854.42	\$ 423,789.35	\$ 359,737.36	\$ 339,776.11
Revenue	\$ 550,373.85	\$ 495,966.18	\$ 466,109.20	\$ 320,009.11	\$ 357,488.95	\$ 322,311.13



COUNTY/CITY SWIMMING POOL AGREEMENT

NOW COMES Richland County, a municipal corporation of the State of Wisconsin, by its duly-elected Board of Supervisors, c/o County Clerk, Courthouse, Richland Center, WI 53581 (hereinafter "COUNTY") and the City of Richland Center, a municipal corporation of the State of Wisconsin, c/o City Clerk, City Auditorium, Richland Center, WI 53581 (hereinafter "CITY") and agree to the following intergovernmental, cooperative Memorandum Agreement in accordance with section 66.30, Wisconsin Statutes, as follows:

1. That the subject of this Memorandum Agreement is that natatorium/swimming and recreational facility which COUNTY is in the process of building on the campus of the University of Wisconsin Center-Richland and which facility is slated to be open sometime in 1987 (hereinafter "the facility");

2. That CITY shall pay to COUNTY each year an amount equal to 25% of the total cost of floating a bond issue, including but not limited to bond issue costs, interest costs and annual paying agent's charge, relative to the bond issue which COUNTY floated in 1986 in order to pay for the construction of the facility;

3. That CITY shall pay to COUNTY an amount equal to 50% of all costs of any nature whatsoever, except those costs described in paragraph 2 herein, incurred relative to the facility, with this payment to be effective on the day that the facility is opened to public use; payments under this paragraph shall be made by CITY to COUNTY no less often than semi-annually, with the first one-half calendar year's payment to be made not later

than August 1st of the year and the second half calendar year's payment to be made not later than February 1st of the following year;

4. There is hereby created a joint COUNTY/CITY governing board for the purpose of administering the facility in accordance with this Memorandum Agreement, with said Board to be called The Joint Swimming Pool Board, the composition and powers and duties of which are determined solely by this Memorandum Agreement (hereinafter "the Board");

5. The Board shall consist of 9 members, as follows:

One member of the County Board of Supervisors, whose initial term shall be 3 years;

One member of the County Board of Supervisors, whose initial term shall be 1 year;

One member of the City Council, whose initial term shall be 3 years;

One member of the City Council, whose initial term shall be 1 year;

One member who is either an officer or on the Board of Directors of the Richland County Campus Foundation, Limited, whose initial term shall be 3 years;

One administrative staff employee of the University of Wisconsin System, whose job is located at the U.W. Center-Richland, whose initial term shall be 2 years;

One member-at-large, who shall be a resident of Richland County, whose initial term shall be 1 year;

The Chairperson of the Richland County Board of Supervisors;

The Mayor of the City.

6. All terms of Board members after the above-described initial term shall be 3 year terms; the County Board, City Council, Richland County Campus Foundation, Ltd. shall select their respective representatives on the Board; that the U.W. Center-Richland campus representative shall be the last member of the Board to

be appointed. That representative shall be appointed by the Dean of the campus, subject to confirmation by the other 8 members of the Board. In the event of a tie vote on the motion for confirmation, the motion shall fail; the City and the County shall decide by a single coin toss as to which body shall first select the member-at-large; after the expiration of the initial term of the member-at-large, the body losing the coin toss shall select the first 3 year term for the member-at-large and, thereafter, selection of said member shall alternate between the CITY and COUNTY; members of the Board who cease to be members of the bodies which they represent on the Board shall simultaneously cease to be members of the Board; members of the Board who cease to be County Board Chairperson or Mayor shall simultaneously cease to be members of the Board; the Board shall select its own Chairperson; persons shall not serve more than 2 consecutive 3-year terms on the Board; the Mayor and the County Board Chairperson can designate persons to attend meetings of the Board if they are unable to attend and such designee shall have the same authority at Board meetings as the officer who designated them to attend would have if present at the meeting; the Board shall only conduct business if a quorum is present and, furthermore, only if a representative from the City (meaning a member of the City Council, the Mayor or the Mayor's designee) is present and a member from the County (meaning a member of the County Board of Supervisors, the Chairperson of the County Board or the Chairperson's designee) is present;

7. The Board shall have the following powers and duties and none other:

(a) Budget. The Board shall annually submit a proposed budget to the County Board and to the City Council for the operation of the facility; said budget shall be submitted under the same deadline as CITY and COUNTY departments; said budget must be approved by both the County Board and the City Council before it is effective;

(b) Spending Authority. The Board shall not make any expenditure which has not been expressly and clearly budgeted for in excess of \$1,000.00 for a one-time cost, or a cumulative cost of \$5,000.00 in one year, without express approval of such expenditure by the County Board and the City Council, except in the case of an emergency, as determined by the Board; the Board shall not make any building additions, modifications or improvements or equipment purchases in excess of \$5,000.00 without the express approval of both the County Board and the City Council;

(c) Personnel. The Board shall only hire full-time or part-time employees for positions which have been expressly created and approved by the County Board and the City Council; the expenses of consultants and contractors shall be governed by paragraph 6b herein; the actual hiring of persons to fill duly-approved positions shall be undertaken solely by the Board; all employees of the Board shall, for personnel, compensation and fringe benefit purposes, be County employees, subject to the same rules and regulations as other non-unionized County employees and subject to County job classification and salary provisions for non-unionized County employees and subject to the County's Handbook of Personnel Policies; all personnel and financial records of employess of the Board shall be maintained by COUNTY;

(d) Suits. The Board does not have the authority to sue or be sued; COUNTY shall be liable for the actions of the Board and for the operation of the facility; COUNTY shall carry appropriate insurance to cover this risk, the cost of which shall be a cost item which is subject to paragraph 3 herein; the Board shall not bring any suit without the express approval of the County Board and the City Council;

(e) Rules and Regulations. The Board shall have sole and exclusive authority concerning the maintenance and operation of the facility and the manner and method of operation of the facility, including the issuance of written rules and regulations governing the operation of the facility, except as noted herein; all policies concerning public use of the facility shall be issued in writing by the Board and shall be prominently posted in a public place in the facility and a current copy of all such rules and regulations shall at all times be filed with the County Clerk and the City Clerk; these rules and regulations governing the operation of the facility may at any time be amended, rescinded, modified or repealed by joint action of both the County Board and the City Council;

(f) Director. The Board shall, in the manner set forth in this Memorandum Agreement, hire a full-time or part-time Director of the facility, which person shall have the responsibility for the day-to-day operations of the facility and for the scheduling of events at the facility and the exclusive use of the facility, in accordance with the rules and regulations of the Board; the Director shall serve at the pleasure of the Board and all actions of said Director shall be subject to approval, rescission,

or amendment by the Board and by the County Board and the City Council, as set forth herein;

8. That the Board shall receive all the income earned by the facility and may receive gifts relating to the facility and all such receipts shall be used to offset the costs described in paragraph 3 herein, unless the donor of a gift specifies otherwise;

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

BY COUNTY:

Merlyn Merry 4-2-87
Merlyn Merry, County Board Chair- date signed
man; signature authorized by County
Board Resolution #87-19. adopt-
ed on March 17, 1987.

BY CITY:

Raymond Lawton 4-3-87
Raymond Lawton, City Clerk; signa- date signed
ture authorized by City Council
Resolution # MOTION, adopted
on MAR. 3, 1987.

Approved:

Darlo Wentz 4-3-87
Hon. Darlo Wentz, Mayor date signed
City of Richland Center

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Deficiency Appropriation Request for Symon's Recreation Center

Meeting Date: 1/17/2023

Requested by: Clinton Langreck, Richland County Administrator

Presented by: Ashley Oliphant, City Administrator

Background:

This letter is a request for additional operation funding for deficits ran in the 2020 and 2021 years, regarding the Symon's Recreational Complex. In 2020 and 2021 the Symon's Recreational Complex ran operational overages in the amounts of \$95,222.81 totaling for the two years.

The recreation complex ran deficit balances in the closing of fund #36 "SWIMMING POOL OPERATIONS FUND" for 2020 and 2021. At the September 20th, 2022 meeting the Richland County Board of Supervisors took action to make a deficiency appropriation transfer of \$95,222.81 from the general fund to set the Symon's non-lapsing fund to \$0.00 entering the 2022 budget. This action was taken in context that it is not anticipated that Symon's operational revenues will increase to an extent of making up the deficit amount in the foreseeable future.

The County is asking, in recognition of this action, that the City of Richland Center release funds to the County in the amount of \$47,611.41 to cover the City's 50% share of the costs in operational overages accrued in 2020 and 2021.

Financial Impact: \$47,611.41 (unbudgeted)

Funding Source: Three Sources Identified:

\$40,000 from 10-59100-390 Unallocated Contingency for 2022

\$3,023.58 from 10-61000-XXX Undesignated Interest (Projects Outlay)

\$4,587.83 from 10-59100-990 Symons line item in Pool 4 Outlay

Requested Action: Approve or deny request.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 10.

Agenda Item: Cropland Lease Renewal

Meeting Date: 2/7/2023

Requested by: Ashley Oliphant, City Administrator

Background: In 2019, Chad Johnson was the recipient of the bid award for leasing land for farming uses at the airport and industrial park. Both lease agreements have expired. Mr. Johnson wishes to pursue renewing both leases for a term of three but preferably five years. Mr. Johnson has complied with the terms of the leases including timely payment.

Aside from allowing a three- or five-year term, the following changes are to be made and incorporated into a lease renewal:

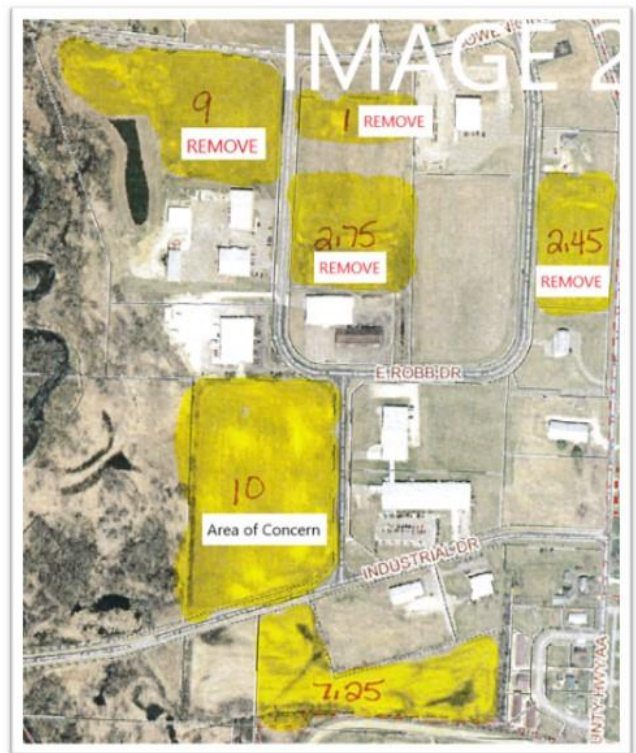
Airport: Prohibit planting of corn or other tall growing crops

Industrial Park: Land to be excluded from new lease (*images reflecting described exclusions below*)

1. Remove portion of 6.5-acre area adjacent to the cemetery.
2. Remove 9-acre parcel at end of Bowen Circle.
3. Remove 2.45 acres along CTH AA.
4. Remove 2.75-acre parcel in center of park.
5. Remove 1 acre parcel north of 2.75-acre parcel in center.



Land has been recommended for removal because of site preparation work being completed in an effort to market and sell available lots within the industrial park.



	Current ~ Acreage	Proposed ~ Acreage	~ Change Acreage	Current Annual Rent	Tenant's Proposed Annual Rent	Current - Proposed Rent
Airport	54	54	0	\$12,204 (\$226/acre)	\$11,880 (\$220/acre)	(\$324)
Industrial Park	115.18	94	-21.18	\$16,990.50 (\$141/acre)	\$11,280 (\$120/acre)	(\$5,710.50)

Financial Impact: If the proposed annual rent was accepted, annual revenue would decrease by \$6,034.50. Tenant has proposed reducing per acre rent at the industrial park as well as having 21.18 acres removed from the lease.

Requested Action: Motion to authorize the City Administrator to negotiate terms and execute a lease renewal with Chad Johnson for the use of cropland at the airport and industrial park.

Attachments: Draft Lease Agreements (2)

CROPLAND LEASE- RICHLAND AIRPORT

THIS LEASE AGREEMENT is entered into between the **City of Richland Center**, a Wisconsin municipal corporation, whose address is 450 South Main Street, Richland Center, Wisconsin, hereinafter alternatively referred to as the City or as Landlord, and **Chad Johnson**, an adult resident of Richland County, his address being 28999 Downey Lane, Richland Center, WI 53581, hereinafter referred to as Tenant, for the purposes and on the terms set forth below:

I. RECITALS

1.1 Landlord is the owner of certain parcel of real estate on the Richland Airport property located in Section 6 of the Township of Buena Vista, Town 9 North, Range 2 East, Richland County, Wisconsin, consisting of approximately 54 tillable acres, more or less, shown as fields in the aerial photos titled Exhibit 1 attached hereto and made a part hereof.

1.2 It is specifically agreed by the parties that Tenant, being an experienced farm operator, has made inspection of the tillable fields on said property and is satisfied with the above approximation of the number of acres being rented in the available tillable fields. Tenant thus relies upon his inspection and experience as to the number of available tillable acres, and not upon any representation of Landlord.

1.3 Tenant is a farm operator and agrees to enter into a cash lease of the aforesaid premises of Landlord for agricultural purposes only on the terms set forth herein.

II. TERM OF LEASE

2.1 This lease shall be for a term of three (3) or five (5) years, commencing January 1, 2023, and terminating December 31, 2028. Tenant shall have no right of renewal. However, if the Tenant continues to use the rented property beyond the termination date and the Landlord does not take steps to terminate such use, the Tenant shall be liable to the Landlord for rent for each year that the extended use continues at the same rate and on the same terms as set forth herein for the lease term.

2.2 Within a time period of thirty (30) - ninety (90) days from the termination of this lease (January 1, 2023), Tenant shall notify the City of said termination date.

III. AMOUNT AND PAYMENT OF RENTS

3.1 The annual cash rental for the cropland over the term of this lease shall be in the yearly amount of \$12,204.00, which rental shall be due and payable as follows:

a. A cash payment equal to one-half (1/2) of each year's total rent in the amount of \$6,102.00 shall be due and payable on before April 1 of each respective year of this agreement.

b. An additional cash payment equal to the balance of each year's total rent in the amount of \$6,102.00 shall be due and payable after the harvesting by Tenant or Tenant's assignees or agents of any crop grown on the leased lands, but in no event later than December 1 of the crop year for which the rent is due.

c. Any payment not timely made shall bear interest at twelve per cent (12%) from its due date until paid. In addition, failure to make any rental payment when due shall constitute grounds for the City to terminate this lease, in the City's sole discretion.

d. Landlord and Tenant mutually acknowledge that 54 acres is a mutually agreed amount of acreage being rented. The Tenant has had the opportunity to survey and review the land in question and the parties agree with the mapped acres shown in Exhibit 1, which is incorporated herein.

IV. LAND USE AND CROPPING

4.1 The rented tillable fields shall be actively farmed. Tenant shall not place any of the rented lands in any set aside program, although it is permissible for Tenant to include rented lands in his overall set-aside computations provided he crops the rented lands. Any desired fertilizer shall be purchased and paid for by Tenant, without any obligation on the part of Landlord to make contribution, reimbursement or payment therefor. Tenant shall furnish at his expense all labor and machinery utilized in the preparation for and carrying out of farming operations. The Tenant shall leave all seeding, whether new or existing, in good condition at the expiration of the lease term or of any extension of the lease term.

4.2 Farming activity on the rented land will be limited to the growing of alfalfa and harvesting hay and forage grass and growing soybeans. Growing of corn is prohibited. Tenant shall plant these crops on the rented land at Tenant's expense, without contribution from the city for seed, fertilizer or other cropping inputs. Tenant shall be entitled to harvest the nurse crop and cut hay off seeded rented land during the lease term.

4.3 Certain areas of the lands under this contract cover require low crops and certain areas allow for higher crops to be planted, which areas are shown on the attached Exhibit 1 and marked "Restrictions".

4.4 Existing crop stripping practices, if applicable, shall be maintained during the term of this Lease, and Tenant shall consult Landlord as to which strips shall be seeded or plowed. Tenant will not break up any existing sod on any seeded down area.

4.5 Tenant agrees that access to crop land will not be through or on top of any active runway, paved or grass, and tenant shall gain access to the crop land exclusively by going around the active runway areas delineated on the Airport Map. In the event that tenant or tenant's agent shall damage any runway by use of tenant's machinery, tenant shall be liable for the cost incurred by the City to repair such damage.

4.6 Tenant or tenant's employees shall not under any circumstances drive any item of agricultural equipment across any portion of the grass runway or the paved runway, any taxiway or ramp. In the event of any violation of this subparagraph the Tenant agrees to pay a penalty to the City in the amount of \$500.00.

4.7 No manure shall be deposited, spilled or spread on any portion of the grass runway.

4.8 No manure or mud shall be deposited, spilled or spread on any portion of the the paved runway or paved taxiways.

4.9 No agricultural activities shall be conducted within 125 feet of the centerline of either runway.

V. ADDITIONAL TENANT'S OBLIGATIONS

5.1 Tenant shall follow farming practices that are generally recommended and best adopted to this type of farm and for this locality unless other practices are agreed upon with Landlord. Tenant shall consult with Landlord in the person of the Mayor, the Chairman of the Airport Committee or the Airport Manager* with regard to any farming practice which could materially affect the use and value of the farm after termination of this Lease, and the decision of Landlord shall control as to whether any such practice shall be allowed. Tenant agrees to consult with the duly appointed Chairman of the Airport Committee* and the Airport Manager* on any and all questions that might arise in regards to the operation of the said premises. If, at any time during the term of this lease, a conservation plan is in effect for the premises, Tenant shall follow the requirements of said plan.

***Consider and provide opinion on changes to the highlight portions of provision 5.1 above- Airport Committee, Airport Manager or Property Committee, etc.

5.2. Tenant shall preserve all established watercourses, tile drains, tile outlets, grass waterways and terraces, and shall refrain from any operations that will injure them.

5.3. Tenant shall take reasonable steps to keep down weeds on the rented lands and along abutting fencerows and field access roads.

5.4 Tenant shall yield up peaceable possession of the rented lands at the termination of this Lease.

5.5 Tenant acknowledges the rented lands are to be used solely for the purpose of raising feed grain and forage crops as described above. As such, Tenant shall not pasture or graze livestock of any nature on the rented lands.

5.6. Tenant shall be responsible for insuring his operations and equipment used on the property and maintain liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring Tenant and Landlord with minimum coverage as follows: Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured with policy limits at a minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by Landlord or Tenant, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

FORMATTING WILL BE CORRECTED

VI. ADDITIONAL LANDLORD'S OBLIGATIONS

6.1 Landlord shall be responsible for the cost of repairs to the premises, except the cost of those repairs necessitated by the acts or omissions of Tenant or Tenant's agents, which shall be the responsibility of Tenant. Landlord shall be responsible for the cost of any permanent capital improvements it might wish to make to the premises.

6.2 Landlord shall pay all taxes and assessments, if any, against the real estate, and the premiums for insurance carried on the rented property insuring landlord against liability.

6.3 Landlord shall prevent any other of its tenants from interfering with the use, possession and quiet enjoyment of the premises leased to Tenant herein.

6.4 This lease is subordinate to the provisions of any existing or future agreement between the City and the United States.

IN WITNESS WHEREOF the parties have executed this Lease on the dates hereunder set forth next to their respective names, to be effective , 2023.

CITY OF RICHLAND CENTER, LANDLORD

By:

Attest:

MAYOR TODD COPPERNOLL

CLERK/TREASURER, AARON JOYCE

Dated: _____

CHAD JOHNSON, TENANT

By:

CHAD JOHNSON

Dated: _____

Exhibit 1: Cropland Lease- Airport

2019



CROPLAND LEASE- NORTH INDUSTRIAL PARK

THIS LEASE AGREEMENT is entered into between the **City of Richland Center**, a Wisconsin municipal corporation, whose address is 450 South Main Street, Richland Center, Wisconsin, hereinafter alternatively referred to as the City or as Landlord, and **Chad Johnson**, an adult resident of Richland County, his address being 28999 Downey Lane, Richland Center, WI 53581, hereinafter referred to as Tenant, for the purposes and on the terms set forth below:

I. RECITALS

1.1 Landlord is the owner of certain parcels of real estate located East of the Pine River in Sections 4, 5 and 9, Town 10 North, Range 1 East, in the City of Richland Center, Richland County, Wisconsin, consisting of approximately **93.5** tillable acres, more or less, shown as fields on the City's lands in the aerial photo titled Exhibit 1 attached hereto and made a part hereunder. Certain lands or fields shown in Exhibit 1 are excluded from this Lease and marked on the aerial photo of Exhibit 1 as **"Removed"**.

1.2 It is specifically agreed by the parties that Tenant, being an experienced farm operator, has made inspection of the tillable fields on said property and is satisfied with the above approximation of the number of acres being rented in the available tillable fields. Tenant thus relies upon his inspection and experience as to the number of available tillable acres, and not upon any representation of Landlord.

1.3 Tenant is a farm operator and agrees to enter into a cash lease of the aforesaid premises of Landlord for agricultural purposes only on the terms set forth herein.

II. TERM OF LEASE

2.1 This lease shall be for a term of **[three (3)] or [five (5)]** years, commencing **January 1, 2023**, and terminating **December 31, 2028**. Tenant shall have no right of renewal. However, if the Tenant continues to use the rented property beyond the termination date and the Landlord does not take steps to terminate such use, the Tenant shall be liable to the Landlord for rent for each year that the extended use continues at the same rate and on the same terms as set forth herein for the lease term.

2.2 Within a time period of thirty (30) - ninety (90) days from the termination of this lease (**January 1, 202X**), Tenant shall notify the City of said termination date.

2.3 Notwithstanding the foregoing the City shall have the right to terminate this lease at the end of any calendar year prior to the final calendar year of the lease term by giving the Tenant notice in writing not less than thirty (30) days prior to the end of the calendar year of the City's intent to terminate. In such event, the City shall reimburse the Tenant the sum of \$15.00 for each cropland acre as an agreed reimbursement for lime applied to the lands by the Tenant, provided Tenant has applied lime during the lease term.

III. AMOUNT AND PAYMENT OF RENTS

3.1 The annual cash rental for the cropland over the term of this lease shall be in the yearly amount of \$16,990.00, which rental shall be due and payable as follows:

a. A cash payment equal to one-half (1/2) of each year's total rent in the amount of \$8,495.00 shall be due and payable on before April 1 of each respective year of this agreement.

FORMAT WILL BE CORRECTED

b. An additional cash payment equal to the balance of each year's total rent in the amount of \$8,495.00 shall be due and payable after the harvesting by Tenant or Tenant's assignees or agents of any crop grown on the leased lands, but in no event later than December 1 of the crop year for which the rent is due.

c. Any payment not timely made shall bear interest at twelve per cent (12%) from its due date until paid. In addition, failure to make any rental payment when due shall constitute grounds for the City to terminate this lease, in the City's sole discretion.

d. Landlord and Tenant mutually acknowledge that 93.5 acres is a mutually agreed amount of acreage being rented. The Tenant has had the opportunity to survey and review the land in question and the parties agree with the mapped acres shown in Exhibit 1, which is incorporated herein.

IV. LAND USE AND CROPPING

4.1 The rented tillable fields shall be actively farmed. Tenant shall not place any of the rented lands in any set aside program, although it is permissible for Tenant to include rented lands in his overall set-aside computations provided he crops the rented lands. Any desired fertilizer shall be purchased and paid for by Tenant, without any obligation on the part of Landlord to make contribution, reimbursement or payment therefor. Tenant shall furnish at his expense all labor and machinery utilized in the preparation for and carrying out of farming operations. The Tenant shall leave all seeding, whether new or existing, in good condition at the expiration of the lease term or of any extension of the lease term.

4.2 Farming activity on the rented land will be limited to the growing of alfalfa and harvesting hay and forage grass and growing soybeans and corn. Tenant shall plant these crops on the rented land at Tenant's expense, without contribution from the city for seed, fertilizer or other cropping inputs. Tenant shall be entitled to harvest the nurse crop and cut hay off seeded rented land during the lease term.

4.3 Existing crop stripping practices, if applicable, shall be maintained during the term of this Lease, and Tenant shall consult Landlord as to which strips shall be seeded or plowed. Tenant will not break up any existing sod on any seeded down area.

4.4 Landlord shall be responsible for the cost of repairs to the premises, except the cost of those repairs necessitated by the acts or omissions of Tenant or Tenant's agents, which shall be the responsibility of Tenant. Landlord shall be responsible for the cost of any permanent capital improvements it might wish to make to the premises.

4.5 The Tenant's rights to use the rented lands are limited to fanning the fields and acts reasonably related thereto. This lease shall not give the Tenant any rights to the lands other than those related to such farming activity.

4.6 Tenant shall not drive over any curbs. Access shall be via existing curb cuts.

V. ADDITIONAL TENANT'S OBLIGATIONS

5.1 Tenant shall follow farming practices that are generally recommended and best adopted to this type of farm and for this locality unless other practices are agreed upon with Landlord. Tenant shall consult with Landlord in the person of the Mayor, the Chairman of the Property Committee with regard to any farming practice which could materially affect the use and value of the farm after termination of this Lease, and the decision of Landlord shall control as to whether any such practice shall be allowed. Tenant agrees to consult with the duly appointed Chairman of the Property Committee on any and all questions that might arise in regards to the operation of the said premises. If, at any time during the term of this lease, a conservation plan is in effect for the premises, Tenant shall follow the requirements of said plan.

5.2. Tenant shall preserve all established watercourses, tile drains, tile outlets, grass waterways and terraces, and shall refrain from any operations that will injure them.

5.3. Tenant shall take reasonable steps to keep down weeds on the rented lands and along abutting fencerows and field access roads.

5.4 Tenant shall yield up peaceable possession of the rented lands at the termination of this Lease.

5.5 Tenant acknowledges the rented lands are to be used solely for the purpose of raising feed grain and forage crops as described above. As such, Tenant shall not pasture or graze livestock of any nature on the rented lands.

5.6. Tenant shall be responsible for insuring his operations and equipment used on the property and maintain liability insurance issued by an insurance company licensed to do business in the State of Wisconsin, including bodily injury and property damage coverage insuring Tenant and Landlord with minimum coverage as follows: Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured with policy limits at a minimum of \$1,000,000 single limit and \$3,000,000 aggregate. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by applicable insurance policies which may be owned by Landlord or Tenant, for the benefit of each other, may waive any and all rights of subrogation which might otherwise exist.

VI. ADDITIONAL LANDLORD'S OBLIGATIONS

6.1 Landlord shall be responsible for the cost of repairs to the premises, except the cost of those repairs necessitated by the acts or omissions of Tenant or Tenant's agents, which shall be the responsibility of Tenant. Landlord shall be responsible for the cost of any permanent capital improvements it might wish to make to the premises.

6.2 Landlord shall pay all taxes and assessments, if any, against the real estate, and the premiums for insurance carried on the rented property insuring landlord against liability.

6.3 Landlord shall prevent any other of its tenants from interfering with the use, possession and quiet enjoyment of the premises leased to Tenant herein.

6.4 This lease is subordinate to the provisions of any existing or future agreement between the City and the United States.

VII. LANDLORDS RIGHT TO SELL PORTIONS OF RENTED LANDS; ADJUSTMENTS OF RENT IN THE EVENT OF SALE

7.1 Landlord shall have the exclusive right to sell or convey away any of the demised premises during the term of this lease or any renewal thereof. In the event of such sale or conveyance prior to completion of Tenant's farming activities in the year of sale, the rent owed by Tenant for the crop year in which the sale occurs shall be reduced according to the following formula:

- (a) **Hay ground sold before August 1:** Reduction by **\$75.00** per acre sold or conveyed.
- (b) **Hay ground sold after August 1:** No reduction in rent for the current crop year.
- (c) **Ground planted in corn sold after planting but before harvest:** Reduction by **\$300.00** per acre sold or conveyed.
- (d) **Ground planted in soybeans sold after planting but before harvest:** Reduction by **\$250.00** per acre sold or conveyed.

7.2 Rents for subsequent years shall be reduced by **\$75.00** per acre of the rented land sold or conveyed during the lease term.

7.3 **SPECIAL CONDITIONS FOR 10 ACRE PARCEL LABELED "AREA OF CONCERN" ON EXHIBIT 1.** Tenant understands that a portion of the Lease includes a 10 acre parcel identified in Exhibit 1 as an "Area of Concern". Such parcel may be subject to State or Federal laws limiting or disallowing the use of said parcel due to archeological concerns. In the event said parcel becomes subject to such limitations or disallowance, Landlord shall notify Tenant, and Tenant shall cease all use of said parcel. Landlord and Tenant agree that in the event said parcel becomes limited in use or disallowed in its entirety, the Parties agree:

1. The amount due for rent shall be reduced by the amount of **\$141.00** per acre of land, resulting in a reduction of **\$750.12** per year of the Lease from the year **2021** forward;
2. Tenant shall not farm and avoid entry upon the 10 acres; and
3. All other provisions of the Lease shall remain in effect.

IN WITNESS WHEREOF the parties have executed this Lease on the dates hereunder set forth next to their respective names, to be effective _____, 2023.

CITY OF RICHLAND CENTER, LANDLORD

By:

Attest:

MAYOR TODD COPPERNOLL

CLERK/TREASURER, AARON JOYCE

Dated: _____

CHAD JOHNSON, TENANT

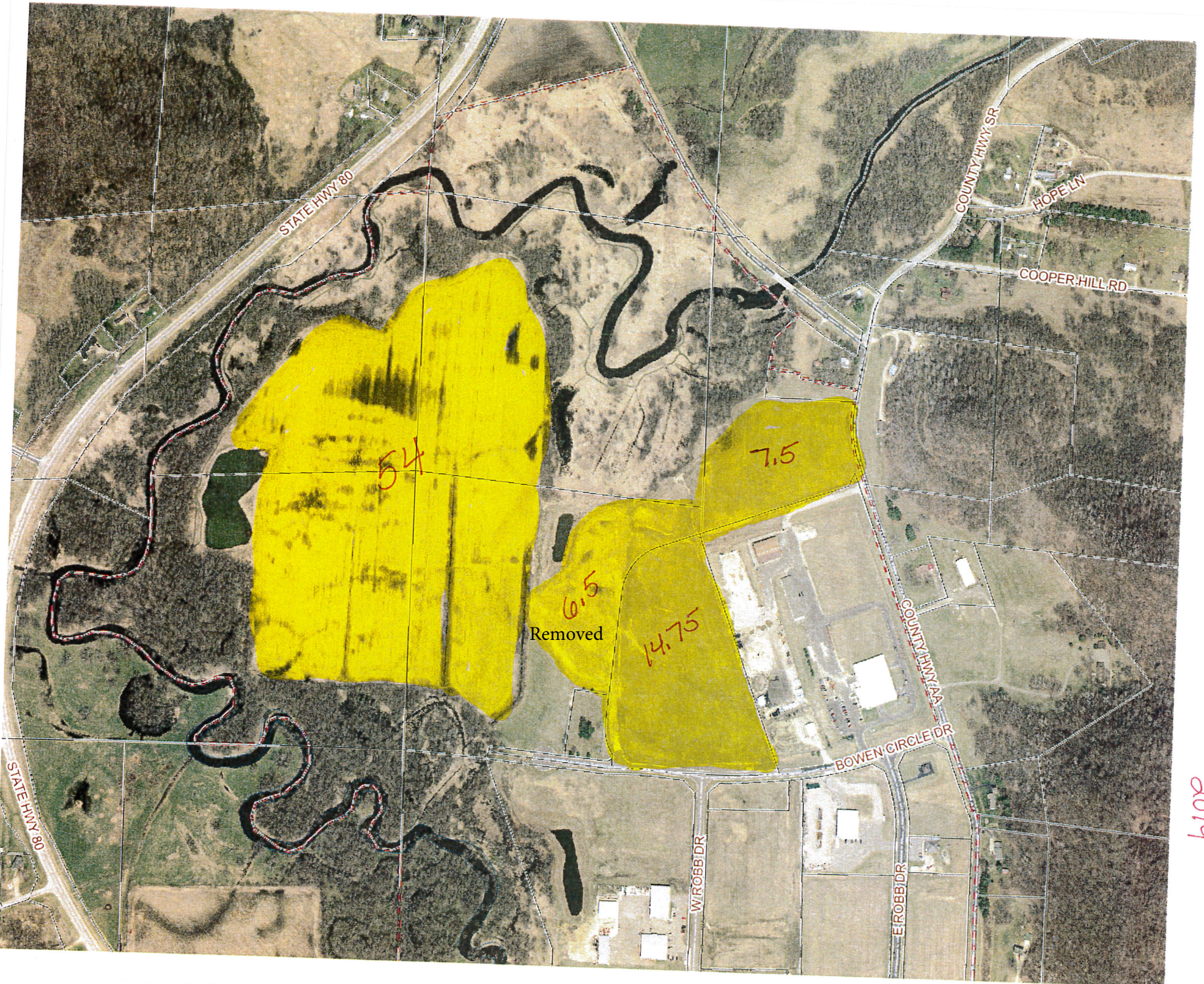
By:

CHAD JOHNSON

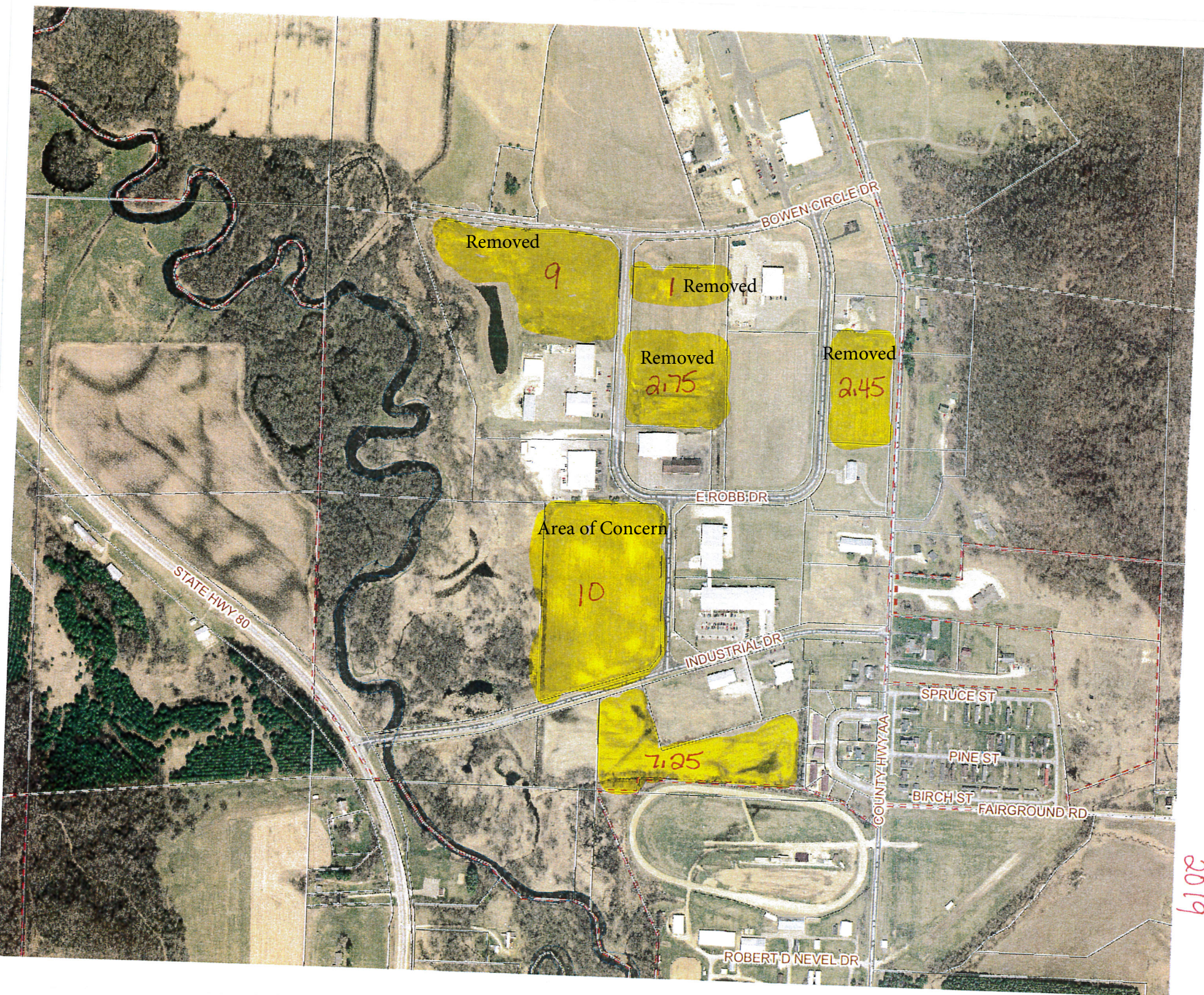
Dated: _____

Exhibit 1: North Industrial Park Lease

Item 10.



2019



2019

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Stori Field RFQ Process

Meeting Date: 2/7/2023

Requested by: Jasen Glasbrenner, Economic Development Director and Ashley Oliphant, City Administrator

Guest: Matt Muchow, Vierbicher

Presented to: Planning Commission on 1/18/2023 and 1/4/2023.

Background:

- On 10/4/2022 the contract for conceptual planning and engineering was awarded to Vierbicher Engineering.
- On 1/4/2023 conceptual plans were presented to the Planning Commission. Minor revisions were requested.
 - The conceptual plan depicted infrastructure and 7 to 8 duplexes.
 - Estimated Per Living Unit Cost for Infrastructure: \$40,000.
 - Total Estimated Infrastructure Cost: \$700,000.
 - To make this project feasible, the City will *likely* need to make a financial contribution.
- The next step is to seek qualified developers for the development of Stori Field.
- During the 1/18/2023 Planning Commission meeting, Glasbrenner & Oliphant recommended adding additional services to the existing project with Vierbicher. If approved, Vierbicher to develop and execute the RFQ process with City staff assistance as necessary.
- On 1/18/2023, the Planning Commission unanimously passed the following motion:

Motion to recommend to Finance and City Council to authorize the Economic Development Director and City Administrator to engage with the public to solicit input on the project by way of an open house and to pursue potential developers for Stori Field housing with an additional spending authorization of up to \$5,000 from the Business RLF Fund for the purpose of professional consulting services, including an RFQ, and related project costs needed to execute the process.

Financial Impact:

- Request for allocation of an additional \$5,000
 - Will bill based on time and expense.
 - On 10/4/2022 City Council authorized spending of up to \$15,000 for the first phase of Stori Field Development. So far, \$10,572.50 of allotment utilized.

Funding Source: Business RLF Fund. *Balance as of 1/1/23: \$608,822.73*

Requested Action:

Finance: Motion to recommend to the Common Council to authorize spending up to \$5,000 from the Business RLF Fund for the purpose of obtaining additional professional consulting services from Vierbicher, including the completion of an RFQ, and related project costs needed to execute the process.

Council: Motion to authorize spending up to \$5,000 from the Business RLF Fund for the purpose of obtaining additional professional consulting services from Vierbicher, including the completion of an RFQ, and related project costs needed to execute the process.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Zoning Administration

Meeting Date: 2/7/2023

Requested by: Ashley Oliphant, City Administrator

Background:

The Zoning Administrator position has remained vacant for many months. During this period, the City Administrator and Economic Development Director have attempted to address the various zoning requests. Unfortunately, this has been insufficient. As is not uncommon in many municipalities and similar to how Richland Center offers building inspection services, firms were contacted to inquire about contracting services for zoning administration. Of the three firms contacted, only Vierbicher was willing to provide code enforcement services and hold regular office hours.

Vierbicher has provided a proposal outlining the scope of services for zoning administration. The estimated cost for this service is \$1,550 per week (10 hours per week). This includes one day in the office at the Municipal Building per week, travel time, and calls/emails outside of office hours. The hourly billable rate for the main contact is \$155 and \$50/hour for travel (40-45 min commute one way). Vierbicher is willing to provide this service until the position of Zoning Administrator is filled and will continue to provide assistance on an as needed.

Financial Impact: Up to \$1,550 per week

Fund: Budgeted salary for Zoning Administrator

Motion: Motion to authorize the City Administrator to engage with Vierbicher for the purpose of providing zoning administration services.

Attachments: Vierbicher's Proposal



400 Viking Drive
Reedsburg, Wisconsin 53959
(608) 524-6468 phone
(608) 524-8218 fax
www.vierbicher.com

February 3, 2023

Ashley Oliphant
City of Richland Center
City of Richland Center Municipal Building
450 South Main Street
Richland Center, WI 53581

Re: Agreement to Provide Zoning Administration Consulting Services

Dear Ashley,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Zoning Administration Services to the City of Richland Center (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City of Richland Center is looking to have Vierbicher provide Zoning Administration Services to assist the City in the administering and enforcement of the zoning ordinance.

II. SCOPE OF SERVICES

A. Specific Services Provided by Consultant

1. Zoning Administration
 - a. Review and Issue Zoning Permits in accordance with the Zoning Ordinance.
 - b. Review Conditional Use Permits
 - 1) Prepare and Present Report to Planning Commission and Common Council, on an as needed basis.
 - c. Review Rezoning Requests
 - 1) Prepare and Present Report to Planning Commission and Common Council, on an as needed basis.
 - d. Review Variance Requests
 - 1) Prepare and Present Report for Board of Appeals, on an as needed basis.
 - e. Review Land Splits and Certified Survey Maps for Ordinance Compliance
 - 1) Prepare and Present Report to Planning Commission and Common Council, on an as needed basis.

- f. Attend Committee and Council meetings as needed.
 - g. Other administrative services related to the Zoning Ordinance as needed.
- 2. Zoning Enforcement
 - a. Enforce Zoning Ordinance
 - 1) Coordinate with City Staff on identification and review of Zoning Code violations.
 - 2) Prepare violation letters on City letterhead and send out.
 - 3) Work with City Attorney and staff on issuing citations and court appearances.
- 3. Office Hours
 - a. Establish set office hours with City on a once a week basis to coincide with Planning Commission and/or Common Council meetings.
 - b. Attend Planning Commission and Common Council meetings on an as needed basis.

III. SCHEDULE

- A. Consultant is prepared to begin work upon written authorization to proceed.

IV. SCHEDULE OF DELIVERABLES

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

- A. Review correspondence and report on Zoning Code related items.

V. 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 Mark Steward, AICP, 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 Mark.

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.

VI. FEES

- A. Consultant shall provide the above scope of services on a time and expense basis at the hourly rate provided in the attached Hourly Rate Schedule.
 - 1. Consultant will have office hours one day per week at the Richland Center Municipal Building and anticipates fielding phone calls and emails outside of the office hours. The Consultant is anticipating 10 hours per week .

2. The Estimated Fees for the above referenced services will be \$1,550 per week.
3. It is anticipated that fees resulting from review of zoning related applications will be reimbursable expenses to the City by the Applicant.

VII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 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 our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Mark Steward, AICP
Project Leader

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

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

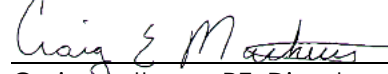
Client

Ashley Oliphant
City of Richland Center
City of Richland Center Municipal Building
450 South Main Street
Richland Center, WI 53581

Date

Witness

Consultant



Craig Mathews, PE, Director
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, Wisconsin 53959

February 3, 2023

Date



Deena Jackson

Witness

© 2023 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 an 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.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Zoning Code Modification

Meeting Date: 2/7/2023

Requested by: Ashley Oliphant, City Administrator

Background:

The Zoning Code contained within the City of Richland Center's Code of Ordinances needs modernization. The code is difficult to navigate, challenging to reference, and limits one's ability to understand the entirety of its contents reasonably and adequately. The current code is difficult to traverse for both City personnel and the public.

To address the current deficits as well as ensure zoning regulations are reflective of the values, objectives, and prioritization of public safety in Richland Center, vendors were contacted to provide quotes for a repeal and replacement of the zoning code. Two of the three vendors indicated this project would take approximately 18 months at a cost of \$75,000 to \$100,000. The third vendor, Vierbicher, offered their services at a significantly lower cost and were willing to expedite the process.

After meeting with three qualified vendors and reviewing their proposals, it is recommended to engage in consulting services with Vierbicher for a zoning ordinance review and update at a cost not to exceed \$25,000 with an expected completion date of July or August 2023.

Financial Impact: \$25,000

Fund: 2023 Outlay, budgeted expense

Motion: Motion to waive the bidding requirements and authorize the City Administrator to engage with Vierbicher for the purpose of a zoning ordinance review and update at a cost not to exceed \$25,000.

Attachments: Vierbicher's Proposal



400 Viking Drive
Reedsburg, Wisconsin 53959
(608) 524-6468 phone
(608) 524-8218 fax
www.vierbicher.com

February 3, 2023

Ashley Oliphant
City of Richland Center
City of Richland Center Municipal Building
450 South Main Street
Richland Center, WI 53581

Re: Agreement to Provide Planning and Community Development Consulting Services
Zoning Ordinance Review and Update

Dear Ashley,

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide a Zoning Ordinance review and update for the City of Richland Center (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The City of Richland Center desires to update their Zoning Ordinance. The Client also desires to update its process in an effort to streamline development within the community. More specifically, this effort shall integrate recent state law changes and provide clarification for applicants, residents, and businesses to efficiently complete the zoning approval process. Consultant understands that the Client wishes to repeal and replace the current zoning ordinance via an expedited process. Client is interested in reviewing other examples of similar sized rural communities to use as a guide for the update of the zoning ordinance.

II. SCOPE OF SERVICES

A. General

1. Consultant shall work with Client to understand Client's objectives with the re-writing of the existing Zoning Ordinance. With Client's stated goals and objectives, Consultant will provide guidance and recommendations on rewriting the existing zoning ordinance to address current State of Wisconsin regulations and identify process improvement standards for implementation of the ordinance. The scope included below is broken down in to a two Phase approach. Phase 1 will review the existing zoning ordinance and provide a review and assessment report that recommends changes. Phase 2 will include the rewrite of the ordinance.

B. Specific Services Provided by Consultant

1. Phase 1 – Review and Assessment
 - a. Kick-off Meeting: Consultant shall hold a Kick-off meeting with City staff to achieve a shared understanding of the goals and objectives for the Project.

This meeting shall include a detailed review of the existing ordinance to identify specific areas of concern that have arisen in the implementation of the existing ordinance.

The meeting will include discussion on the current zoning districts with consideration on either eliminating districts or combining of zoning districts. This includes review of the Official Zoning Map.

City Staff will provide areas that are vacant or have potential for development.

Meeting shall discuss an initial review of the Zoning applications/forms.

- b. Review Ordinance Templates: Consultant shall share and review two examples of ordinances from similar sized rural communities for the Client's review. The Client shall review the ordinances and provide input on items they would like to incorporate. This input shall be used in the Zoning Ordinance Update.
- c. Analysis and Assessment:
 - 1) Consultant shall complete a site visit within areas identified by City staff and to gain an understanding of these areas in order to provide recommendations related to the zoning ordinance changes.
 - 2) Consultant shall review and annotate the existing Zoning Ordinance to indicate potential changes and inconsistencies.
 - 3) Consultant shall review Documents that have a direct impact on the Zoning Ordinance and incorporate recommendations into the assessment based on these documents. These documents include:
 - (a) City of Richland Center Comprehensive Plan (2007),
 - (b) City of Richland Center Comprehensive Outdoor Recreation Plan (2016-2020),
 - (c) City of Richland Center Master Plan (2003).
 - 4) Consultant shall review recent City zoning ordinance amendments and incorporate into the rewrite.
 - 5) Consultant shall review Wisconsin State Statutes related to land use and zoning.
 - 6) Consultant shall review Wisconsin Supreme Court rulings, Court of Appeals rulings and US Supreme Court rulings that have an impact on zoning and incorporate into the assessment as needed.
 - 7) Consultant shall complete an analysis of the Official Zoning Map and prepare up to two (2) conceptual maps to demonstrate changes to proposed zoning districts. The intent of the conceptual maps is to demonstrate examples of the changes, but not provide a City wide update.
 - 8) Consultant shall create a Zoning Ordinance Assessment and Direction Report based on staff meeting and analysis.

- d. Final Report Review Meeting: Consultant shall hold a second meeting with City staff to review the Zoning Ordinance Assessment and Direction Report.
- 2. Phase 2 – Zoning Ordinance Revisions and Update
 - a. Consultant shall make approved changes to the zoning ordinance based on the discussion of the Zoning Ordinance Assessment and Direction Report and the following:
 - 1) Consultant shall incorporate recent changes to state laws regarding Conditional Use Permits and Impact Fees, as applicable.
 - 2) Consultant shall create new tables and add select graphics to illustrate the meaning of elements of the Zoning Ordinance, including permitted/conditional uses and development standards.
 - 3) Consultant shall prepare new forms as discussed with staff which allow for a streamlined process.
 - 4) Consultant shall prepare a revised Zoning Map to reflect any current zoning district boundaries or designations.
 - 5) Consultant shall coordinate with the City Attorney for a legal review of the draft Zoning Ordinance.
 - b. Consultant shall coordinate with staff on changes and draft sections.
 - c. Consultant shall hold a meeting with staff to review the draft Zoning Ordinance.
 - 1) Staff will have the opportunity to provide two rounds of revisions to the Zoning Ordinance draft before the Plan Commission Public Hearing.
 - d. Plan Commission Public Meeting
 - 1) Consultant shall present at the Plan Commission Public Hearing to provide an overview of the changes. Consultant shall facilitate a discussion to review the ordinance and address concerns about the subject ordinance sections.
 - e. Common Council Meeting
 - 1) Consultant and City staff shall present at the Common Council meeting to provide an overview of the changes and the decision of the Plan Commission.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. City staff annotated version of the existing Zoning Ordinance with identified issues.

- B. A summarized list and copies of all ordinance amendments adopted since the most recent zoning amendment incorporation.
- C. Scheduling and hosting of Planning Commission/Common Council meetings, reproduction and distribution of all meeting materials to all relevant personnel, and recording of meeting minutes whenever necessary.
- D. City mailing/posting of requested public meeting and hearing notices.
- E. Staff shall provide updates to the Planning Commission after each staff/Veirbicher staff-level meetings.
- F. The Plan Commission shall consider comments received at the Public Hearing. The Plan Commission shall recommend approval of the Zoning Ordinance to the Common Council.
- G. Shape files of the existing approved zoning map.

IV. SCHEDULE

- A. This agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed	February 2023
2. Phase 1 – Review and Assessment	
a) Kick-Off meeting	February 2023
b) Analysis and Assessment	March 2023
c) Final Report Review Meeting	March/April 2023
3. Phase 2 – Zoning Ordinance Revisions and Update	
a) Update Zoning Ordinance	April/May 2023
b) Review meeting with Staff	May/June 2023
c) Plan Commission Public Hearing and Meeting	June/July 2023
d) Common Council Meeting	July/August 2023

V. SCHEDULE OF DELIVERABLES

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

- A. Zoning Ordinance Assessment and Direction Report.
- B. Two paper copies of the Final Zoning Ordinance, plus a digital Microsoft Word and PDF document for distribution.

VI. 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 Mark Steward, AICP, 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 Mark.

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.

VII. FEES

A. The Estimated Time and Expense Fee to provide the scope of services described herein is:

1.	Phase 1 – Review and Assessment	\$10,000
2.	Phase 2 – Zoning Ordinance Revisions and Update	\$15,000
	TOTAL	\$25,000

B. Reimbursable expenses are included in the above stated fees.

VIII. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 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 our Reedsburg office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Mark Steward, AICP
Project Leader

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

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

Client

Ashley Oliphant
City of Richland Center
City of Richland Center Municipal Building
450 South Main Street
Richland Center, WI 53581

Date

Witness

Consultant

Craig Mathews, PE, Director
Vierbicher Associates, Inc.
400 Viking Drive
Reedsburg, Wisconsin 53959

February 3, 2023

Date

Deena Jackson
Witness

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**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 an 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.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item Billboard Lease Proposal **Meeting Date** 2/7/2023 **Presented by:** Ashley Oliphant

Structure ID# 43106286

Requestor: The Lamar Companies –Zach Schoh, Real Estate Manager

Request: 15-year lease agreement commencing on or before June 1, 2023 for outdoor advertising structure on city owned land.

Current Lease Expiration Date: 5/31/2024 **Current Rent/Fee:** \$300 annually

Proposed Expiration Date: 5/31/2038 **Proposed Rent/Fee:** \$4,500 annually

Add'l Offering: Lamar to provide a guaranteed spot to the City on the digital face at \$500 per flight rather than the standard \$700-\$800 rate. This allows the City to advertise on the sign and at a reduced rate.

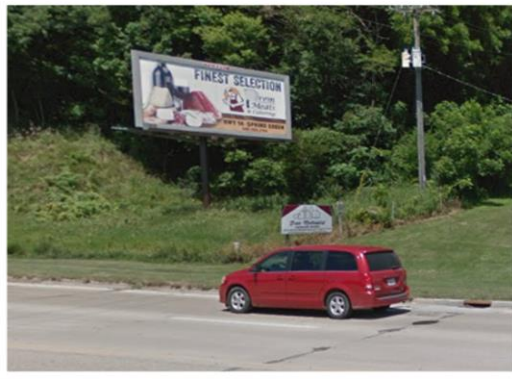
Zoning & Property Information

Owner: City of Richland Center

Parcel: 276-2812-1000

Lat/Long: 43.32092/-90.37472

District: Commercial General



Conformity: Legal non-conforming structure.

Per Chapter 485.04(2)(f), off-premises signs (billboards) are prohibited. Chapter 475.11(5) allows off-premises signs in commercial districts with a conditional use permit. Sign was permitted and erected prior to prohibition and CUP requirements making it a legal non-conforming off-premises sign.

Request: To utilize the existing & unchanged structure for digital copy on the east facing panel. Digital copy will transition every eight seconds. No motion, scrolling or moving parts will be on the sign. Sign will adhere to state standards and be dimmed at sunset.

Code:

- 475.11(3)(g) CHANGEABLE COPY. Unless otherwise specified by this subchapter, any sign herein allowed **may use manual or automatic changeable copy.**
- 485.04(3) ZONING PERMITS REQUIRED FOR SIGNS. Unless otherwise provided by this Chapter, all signs shall require zoning permits and payment of fees as described in Section 485.08 of this Chapter. **No zoning permit is required for the maintenance of a sign or for a change of copy on painted, printed, or changeable copy signs.**

- 485.04(7) CHANGEABLE COPY. Unless otherwise specified by this Chapter, any signature herein allowed may use manual, automatic or electrically or mechanically activated changeable copy.

Allowable: Yes. Request does not alter the structural dimensions or other components. Use of digital copy is allowable.

Permit: No permit required for use of digital copy or change of copy.

FINANCE AND COMMON COUNCIL

Financial Impact: Revenue increased by \$4,200 per year

ACTION:

Finance: Motion to recommend to the Common Council to authorize the City Administrator to negotiate terms and execute a lease agreement with The Lamar Company on tax parcel 276-2812-1000.


Council: Motion to authorize the City Administrator negotiate terms and execute a lease agreement with The Lamar Company on tax parcel 276-2812-1000.

Attachment: Lamar Standard Lease Agreement

Lamar Co # 431

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

_____ New
 X Renewal
Lease #431-06286-01



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 18th day of January, 2022, by and between:

City of Richland Center

(hereinafter referred to as “Lessor”) and **THE LAMAR COMPANIES** (hereinafter referred to as “Lessee”), provides

WITNESSETH

“**LESSOR** hereby leases to **LESSEE**, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure (“sign”), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LESSEE’S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE’S** use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSOR’S** acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Richland, State of Wisconsin, more particularly described as:

US-14, 1.3 miles E/O CTY RD O, NS

1. This Lease shall be for a term of fifteen (15) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin June 1, 2023 ("commencement date").
- This Lease shall be extended, at Lessee's sole option, for an additional term, of equal length, on the same terms and conditions. Said extension shall automatically go into effect unless Lessee shall give to Lessor written notice of non-extension at least sixty (60) days prior to the expiration of the original term.
2. **LESSEE** shall pay to **LESSOR** an annual rental of (\$4,500.00) Dollars, payable annually in advance in equal installments of Four Thousand Five Hundred Dollars (\$4500) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.
3. **LESSOR** agrees not to erect or allow any other off-premise advertising structure(s), other than **LESSEE’S**, on property owned or controlled by **LESSOR** within two thousand (2000) feet of **LESSEE’S** sign. **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE’S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE’S** option.
4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE’S** opinion the location becomes economically or otherwise undesirable. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, **LESSEE** agrees to restore the surface of the premises to its original condition. The **LESSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LESSEE’S** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.
6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. **LESSOR** is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR’S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE’S** property shall accrue to **LESSEE**.
9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE’S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney’s fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.
11. If **LESSOR** desires to sell or otherwise transfer any interest in the property upon which the sign is situated, **LESSEE** shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon **LESSEE’S** failure to meet such offer in writing within thirty (30) days after written notice thereof from **LESSOR**, **LESSOR** may sell the leased premises to the third party in accordance with his offer.
12. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.
13. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, **LESSOR** authorizes and appoints **LESSEE** as **LESSOR’S** agent, representative, and attorney in fact for the limited purpose of executing on behalf of **LESSOR** such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. **LESSOR** further authorizes **LESSEE** to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.
14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.
15. This structure will consist of a Static panel on the West face and a digital panel on the East face.
16. **LESSOR** shall the option to purchase a spot on the digital panel at a discounted rate of \$500.00 per period.

THE LAMAR COMPANIES, LESSEE:	LESSOR:
BY: _____	BY: _____
_____ VICE-PRESIDENT/GENERAL MANAGER Corey Andel	BY: _____
DATE: / /	DATE: / /
	_____ (608) 647-3466 LESSOR’S TELEPHONE NUMBER
	_____ LESSOR’S SOCIAL SECURITY NUMBER / EMPLOYER IDENTIFICATION NUMBER
	_____ W-9 Name (as shown on your Income Tax Return)
	_____ Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:	Address of LESSOR:
1329 Interchange Place La Crosse, WI 54603	405 S. Main Street Richland Center, WI 53581
Witnesses (LESSEE)	Witnesses (LESSOR)
_____	_____

I thought it would be important to address your concerns with the Lease right now - so we have at least addressed them prior to the meeting. The Lease that was sent was a Lamar "standard Lease", however that does not mean we cannot adjust.

1) **"The Lease shall be extended, at the Lessee's sole option, for an additional term..."**

- We will completely take this out of the Lease. The Lease term will be a true 15-year term

3) **"The Lessor agrees to not erect or allow any other OFF PREMISE advertising structures.... within 2000 feet"**

- We like to think of our Leases as a partnership and loyal relationship with our landowners. However, the main reason this is in place is to basically make sure that our structure is not blocked or our viewing window of the sign is not obstructed. In the state of Wisconsin, we are allowed a 500 feet viewing window - We could make the revision on the Lease down from 2000 feet to 500 feet, and remove the section that says **"other than the Lessee's on the property"**, that way the City still reserves the right to install additional signage, just not within 500 feet as I mention.

4) **"Lessee may terminate this Lease upon giving thirty (30) days written notice"**

- The main reason for us having this Lease is in the event of a government taking, such as eminent domain. I personally do not see that happening in this specific case based on the location and the current road that is there. I do not see WisDOT widening the road or doing a taking at this location, however we must protect ourselves "just in case." - I will change the 30 days written notice to a 180 days written notice. (By the way - This has never happened at our plant since Lamar took over Fairway in 2019 - it is merely for protection against a government taking)

6) **"Lessor acknowledges the terms and conditions of this agreement are confidential... and shall not be disclosed to any third party"**

- We can completely take this out of the Lease due to the open records law requirements, this is not an issue at all

These are easy fixes we adjust on the Lease if you are comfortable with these changes.

Thanks!



Zach Schoh / Real Estate Manager
ZSchoh@lamar.com / Cell: 507-313-8182

Lamar of La Crosse
 608-433-2294 / Fax: 608-782-1944
 1329 Interchange Place, La Crosse, WI, 54603
lamar.com/Lacrosse

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: State Municipal Financial Agreement for HWY 80 DOT Project

Meeting Date: 2/7/2023

Requested by: Terry Nelson, Street Superintendent

Background: The WI DOT will be treating the pavement with a mill and overlay from the Pine River bridge at North Krouskop Park to County Highway C, Hillboro (Project ID 5040-03-02/21/79). Construction to commence in 2026.

The project will be funded using state and federal dollars with an exception for “non-participating work.” The City of Richland Center will be responsible for the total cost of non-participating work which includes water and sanitary adjustments (valvles, manhole covers). The anticipated cost to the City is expected to be approximately \$10,000.

The DOT stated no sidewalk, parking or lighting are being planned as part of this project. However, if the City would like to include any of those items, the DOT must be made aware as soon as possible but no later than December of 2024. Further, if the City is considering a bike path to provide a safe connection from the Allison Park neighborhood to the Industrial Park area, it is important to incorporate that into this project. See attachment for a simple connection concept (JG-Concept - Sidewalk Nike Trail to Consider).

The DOT has requested the City is to sign the State/Municipal Financial Agreement (attachment) acknowledging the City’s obligation for non-participatory work. Requesting authorization for the City Administrator to complete this request.

Motion: Motion to authorize the City Administrator to execute the State Municipal Financial Agreement for the State Highway 80 Improvement Project.

Attachments (3): Transmittal Letter, Financial Agreement, Project Limits (2), Sidewalk Bike Trail Concept to Consider



Wisconsin Department of Transportation
 Office of the Secretary
 4822 Madison Yards Way, S903
 Madison, WI 53705

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
 Telephone: (608) 266-1114
 FAX: (608) 266-9912
 Email: sec.exec@dot.wi.gov

December 2, 2022

Attn.: Terry Nelson, Public Works Superintendent
 City of Richland Center
 450 South Main St.
 Richland Center, WI 53581

Re: State/Municipal Financial Agreement for a State-Let Highway Project
 State Highway 80 Improvement Project 5040-03-02/21/72

Proj. ID 5040-03-02/21/79
 Richland Center - Hillsboro
 (Pine River Bridge to CTH C)
 STH 80
 Richland County

Mr. Nelson,

Please find enclosed are .pdf file of the State/Municipal Financial Agreement (SMFA) for a State-Let Highway Project listed above.

Please have it electronically signed by the appropriate personnel and return a copy a signed copy to me. Keep a copy for your filed. I will then send you back another copy with the signatures from both the Municipality and the State. When you receive the SMFA signed by both the Municipality and State, you may discard the SMFA with just the Municipality signature.

Please return a signed copy to me as soon as possible. I greatly appreciate it for taking the time for a quick turnaround for this time sensitive agreement.

Please use BLUE COLOR to sign the agreement.

If you have any questions with regards to this agreement, please feel free to contact me at (608) 785-9062. I can also be reached at jaime.boadojr@dot.wi.gov

Thank you and Best Regards,

Jaime Boado

Jaime Boado, Jr., P.E.
 WisDOT SW Region – Planning



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: December 2, 2022
 I.D.: 5040-03-02/21/72
 Road Name: STH 80
 Title: Richland Center – Hillsboro
 Limits: Pine River Bridge to CTH C
 County: Richland
 Roadway Length: 9.098 Miles

The signatory **City of Richland Center**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The highway segment scheduled for improvement is classified as a minor arterial with both rural and urban highway features. The rural portion of the project consists of two twelve (12)-Foot travel lanes with shoulder and ditch section. The urban section is within the City of Richland Center and has two twelve (12)-Foot travel lanes bordered by shoulder pavement with curb & gutter and sidewalk for pedestrian accommodation. Current pavement is aged and deteriorated with cracking with alligator cracking and rutting.

Proposed Improvement - Nature of work: The proposed improvement is to treat the pavement with a mill and overlay. Update curb ramps as needed to meet ADA requirements. Replace guard rail end terminals as needed. Replace B-52-12 and repair deck of B-52-130.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Water or sanitary cover/valve adjustments, and parking lanes are also 100% the responsibility of the municipality. Storm sewer surface adjustments associated with surface flowline restoration of existing inlet grate or storm sewer manhole covers at pavement grade are excluded for non-reconstructed or relocated storm sewer inlets or manholes.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: (5040-03-02) Plan Development	\$ 840,000	\$ 840,000	100%	\$ -	0%
Real Estate Acquisition: (5040-03-21) Temporary Limited Easements:	\$ 40,000	\$ 40,000	100%	\$ -	
Construction: (5040003072) Roadway	\$ 11,300,000	\$ 11,300,000	100%	\$ -	0%
Non-Participating Sanitary Manhole adjustments	\$ 5,000	\$ -	0%	\$ 5,000	100%
Water Valve Adjustments	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 12,190,000	\$ 12,180,000		\$ 10,000	

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Richland Center** (please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Steve Flottmeyer**

Title **WisDOT SouthWest Region Planning Chief**

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which

exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
- 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
- 6. The work will be administered by the State and may include items not eligible for federal/state participation.
- 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- 8. Basis for local participation:
 - (a) Non-Participating Construction:
 - a. Water Main, Sanitary Sewer, and Storm Sewer: The Municipality shall pay 100% of the cost associated with improvements to the sanitary sewer, water main, and storm sewer. Municipal cost responsibility includes all construction costs associated with the utility project including adjusting, relocation or installing water, sanitary sewer, and storm sewer systems including manholes, fire hydrants, valve adjustments, backfill and sub-base aggregate base course necessary for the placement of the asphalt pavement surface specified in the street or highway construction contract. The Municipality is also responsible for providing construction oversight inspection and approval of utility installation owned and maintained by the village. These costs are not eligible for Federal/State Funding. Storm sewer surface adjustments associated with surface flowline restoration of existing inlet grate or storm sewer manhole covers at pavement grade are excluded for non-reconstructed or relocated storm sewer inlets or manholes.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

Richland Center

Proj. ID 5040-03-02/72
Richland Center - Hillsboro
(Pine River Bridge to CTH C)
STH 80
Richland County

Item 15.

**RICHLAND CENTER
CITY LIMIT**

**BEGIN PROJ.
5040-03-02/72**

eville at Richland

Roadrunner Cafe

Google Earth

Krouskop Park

Saint Mary's Catholic Church Cemetery

E 8th St

2000 ft

138

Richland County Fairgrounds

4 Seasons of Fun Richland Center, WI

Wisconsin Redworms

Richland Baptist Temple

Passages A Program

Sunset Ln

Mellem's Fish House

Kerr Dr

Collins Dr

N Fern St

S Fern St

Rainbow Dr

Eldon Store Dr

North Park

Richland Center Landfill

Neal's Muffler

Parkinson Dr

Lee Dr

E 10th St

Lee Dr

Richland Center

Proj. ID 5040-03-02/72
Richland Center - Hillsboro
(Pine River Bridge to CTH C)
STH 80
Richland County

Item 15.

End of Project

overflow area 200'

B-52-130

overflow area

B-52-012

Proj. ID 5750-06-00/70
B-52-60

Proj. Notes:

Project Length = 0.098 miles
(of which 0.63 miles in City of Richland Center)
Adv. PS&E Date: 5/1/2025
Adv. LET Date: 9/9/2025
Adv. Construction Year: 2026

Project Concept: Mill and Overlay; Update curb ramps to meet ADA requirements; Upgrade guardrail terminals as needed. Replace B-52-12. Repair on B-52-120.

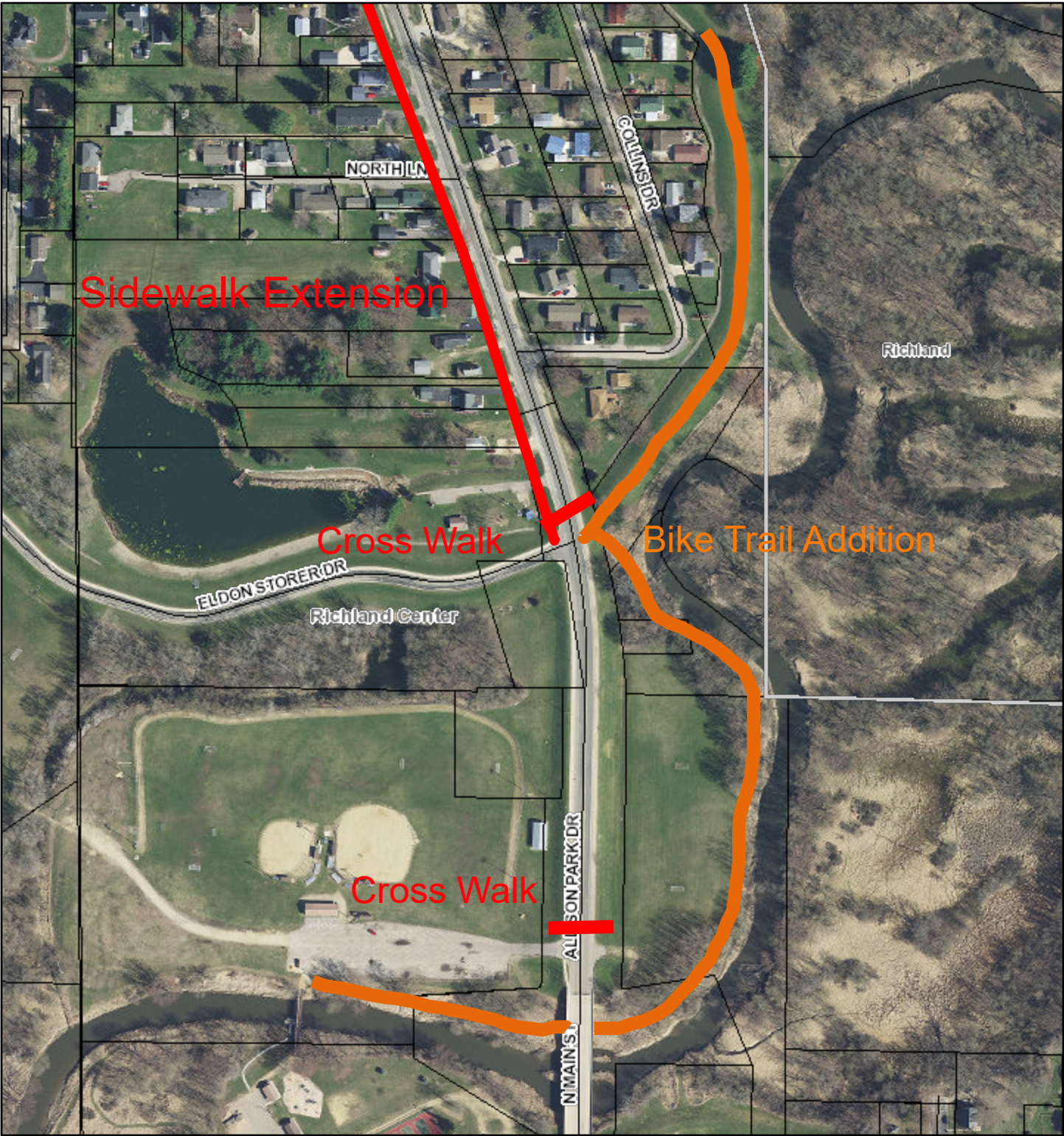
Beginning of Project

Proj. ID 5040-03-02/72

Google Earth

5 mi

139



2/3/2023, 12:22:10 PM

- Parcel Lines

Municipalities

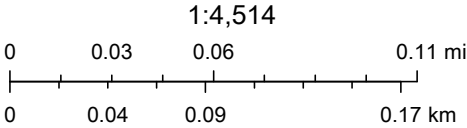
Roads

City Streets
- Town Roads

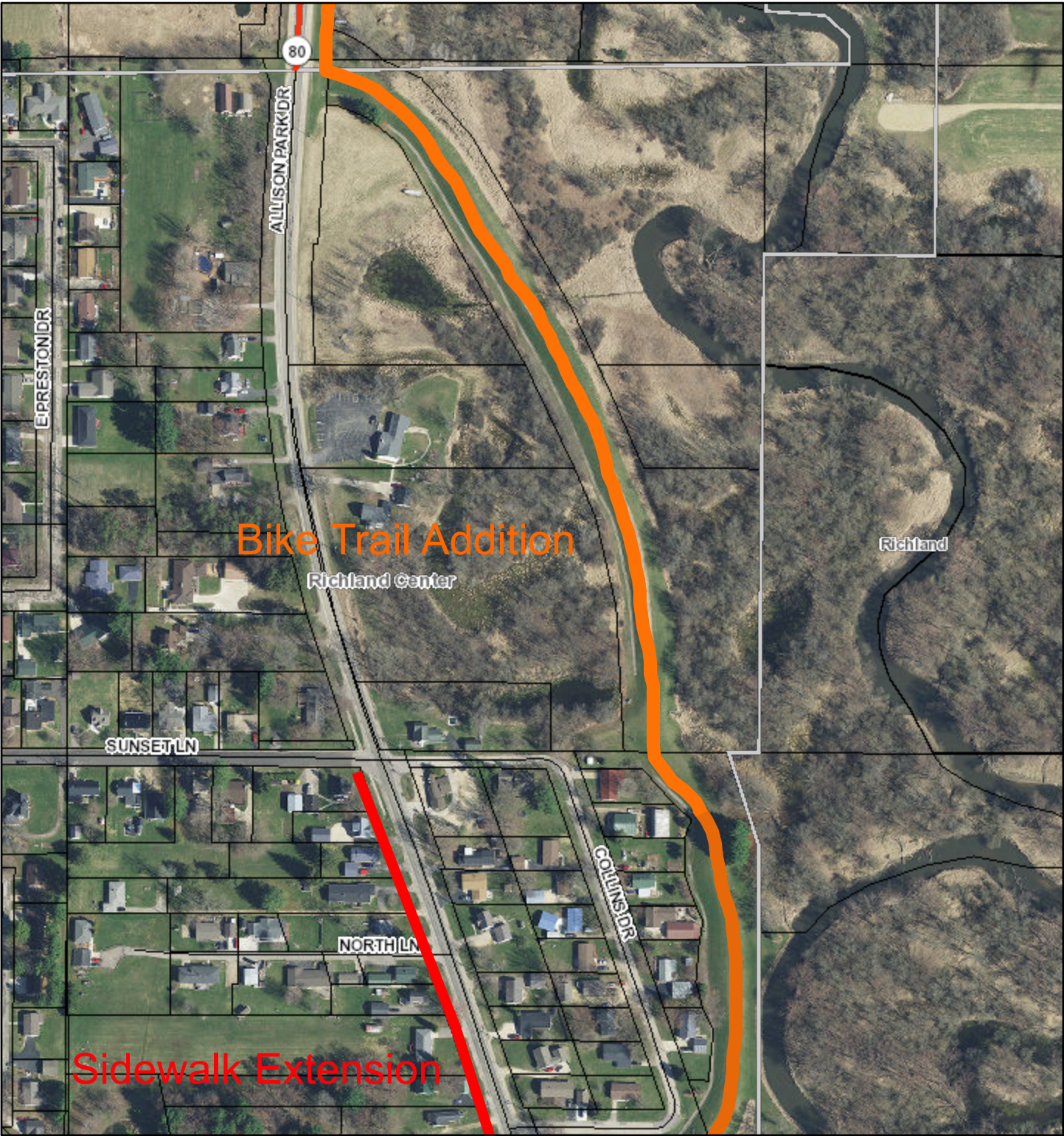
US Hwy

County Highway

State Highway

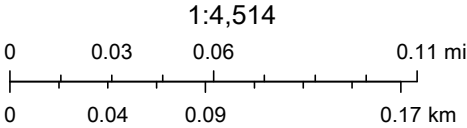


By Richland County GIS, Richland County, WI



2/3/2023, 12:25:59 PM

- | | |
|----------------|----------------|
| Parcel Lines | Town Roads |
| Municipalities | US Hwy |
| Roads | County Highway |
| City Streets | State Highway |



By Richland County GIS, Richland County, WI



2/3/2023, 12:28:12 PM

- Parcel Lines

Municipalities

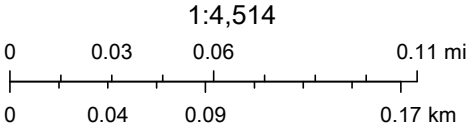
Roads

City Streets
- Town Roads

US Hwy

County Highway

State Highway



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