



OFFICIAL PUBLIC NOTICE

MEETING OF THE PERSONNEL COMMITTEE

THURSDAY, JUNE 20, 2024 AT 5:30 PM

CONFERENCE ROOM AT THE MUNICIPAL BUILDING, 450 S. MAIN STREET, RICHLAND CENTER, WI 53581

AGENDA

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

APPROVAL OF MINUTES

DISCUSSION ACTION ITEMS

1. Modify Contract for Ongoing Services with Southwestern Wisconsin Regional Planning Commission (SWWRPC)
2. Additional Service Engagement with Johnson Block
3. Legal Services Agreement for the City Attorney

ADMINISTRATOR'S REPORT

SET NEXT MEETING DATE *Third Thursday of the Month - July 18th*

ADJOURNMENT

Posted this 18th day of June, 2024 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

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



20 S. Court St.
Platteville WI 53818
p: 608.342.1636 • f: 608.342.1220
e: info@swwrpc.org
www.swwrpc.org

Item 1.

CONTRACT
between
CITY OF RICHLAND CENTER, WISCONSIN
and the
SOUTHWESTERN WISCONSIN REGIONAL PLANNING COMMISSION
for services associated with
SHORT-TERM FINANCIAL AND ACCOUNTING CONSULTING Phase II

The Southwestern Wisconsin Regional Planning Commission (SWWRPC) agrees to provide planning services to the City of Richland Center, Wisconsin (the City) as outlined in the attached Scope of Work.

Purpose

This contract is set forth for the purposes of assisting the City implement the services outlined on the attached scope of work. SWWRPC and the City shall ensure that all work is conducted in compliance with all applicable federal, state, and local laws, rules, and regulations.

Term of Contract

The term of this Contract is the period within which the services shall be provided. The term will commence on January 1, 2024 and is Phase II of the original contract commencing on September 6, 2023.

Project Scope and Responsibilities

This contract incorporates by reference the attached scope of work and City Council Agenda Data Sheet. The duties of each party, SWWRPC and the City, are outlined on the Scope of Work.

Project Cost

SWWRPC's cost of services for Phase II is \$110.00 per hour for hours as set by City Administrator and Municipal Consultant based upon needs of the City of Richland Center (Approximately 8-16 hours per week). SWWRPC shall invoice the City quarterly for actual hours at \$110/hour, and payment shall be issued from the City within 30 days of receipt of the invoice.

Modification and Termination

Modification or termination of this contract can be initiated by either party with 60 days' notice. This agreement may only be modified by the written agreement of both parties. Notice of intent to terminate shall also be in writing.

Effective Date and Signature

Unless this Contract is earlier terminated as provided above, this Contract shall be effective upon the signature of SWWRPC and the City's authorized officials. SWWRPC and the City indicate agreement with this Contract by their signatures.



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Title VI Non-Discrimination


During the performance of this contract, the City and SWWRPC shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a), Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. The Commission’s services will also be performed in accordance with the *Southwestern Wisconsin Regional Planning Commission Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted February 27, 2018.

CITY OF RICHLAND CENTER, WISCONSIN

Ashley Oliphant, City Administrator

Dated: _____

SOUTHWESTERN WISCONSIN REGIONAL PLANNING COMMISSION:



Troy Maggied
Executive Director

Dated: 01/01/2024



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Following is a the Original Scope of Work, Phase I, to be extended as part of Phase II:

September 5, 2023

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

Please accept this proposal for the Southwestern Wisconsin Regional Planning Commission (SWWRPC) to provide municipal government assistant and training services to the City of Richland Center.

About SWWRPC

As a not-for-profit extension of local government, SWWRPC offers the communities we serve flexibility and accountability not found in other organizations. We answer to elected and appointed officials from our 5-county region and form and maintain close personal relationships with those we serve. We pride ourselves on finding unique and inventive means of project delivery that meet both the need and budgetary constraints of partner organizations.

Scope of Work

This scope of work has been developed based upon input from City of Richland Center appointed officials and outlines the roles, responsibilities, and outcomes of the project.

SWWRPC

1. Financial Software (Caselle) Training
 - a. Work with City staff on functionality, balancing, and reporting of financial statements out of Caselle as requested.
 - b. Work with utility office on functionality, balancing, and reporting of financial statements out of Caselle as requested.
2. Assist with preparation of 2024 budget preparation
 - a. Assist with required annual reporting (State and County).
 - b. Assist with 2024 budget presentation for public hearing.
3. Prepare an analysis of job duties as assigned and make recommendation to create efficiencies.
4. Provide ongoing assistance or management services.
5. Provide municipal finance training to staff and elected officials.

City of Richland Center

1. Allow access to software and network as required.
2. Ensure staff is available for training at scheduled times.

Outcomes

1. Training staff on Caselle Software
2. Provide municipal finance training to staff and elected officials.
3. Provide ongoing assistance or management services.
4. Assist in development of 2024 Budget and Capital Improvements Plan
5. Ensure City is in a position to pursue the next phase of the comprehensive financial planning process which will include securing a financial advisor for the following:



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- a. Evaluate financial policies, procedures, and operations. Provide recommendation for improvements.
- b. Create a 5–10-year financial management plan.
- c. Review and compare rates and fees. Recommend adjustments.
- d. Analyze debt, recommend plan for use of debt, and pursue bond rating.
- e. Develop a capital improvement plan.
6. Review of financial policies and procedures to create efficiencies and transparency
7. Review of staff roles and responsibilities and recommendation as to where efficiencies can be created.

Cost for Services

We estimate this work to take approximately 100 hours and will be billed at an hourly rate of \$80.00 which includes travel cost (mileage and meals). The contract will begin on September 6, 2023 and end on or before December 15, 2023. A schedule will be developed between SWWRPC the City.

Thank you for allowing SWWRPC to assist with implementation of these plans, and we look forward to helping Richland Center allocate resources to achieve the goals set forth in the 2022 Comprehensive Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Troy Maggied".

Troy Maggied
Executive Director
Southwestern Wisconsin Regional Planning Commission

AGENDA

CALL TO ORDER: : Mayor Coppernoll called the meeting to order at 6:38 PM. Alderpersons present were Connie Hoppenjan, Karin Tepley, Tom McCarthy, Mark Chambers, Melony Walters, Kevin Melby, Steve Downs, and Ryan Cairns. Mayor Coppernoll ascertained that the meeting was properly noticed and a quorum was present.

APPROVAL OF MINUTES: Motion by Tepley to waive the reading of the August 1, 2023 minutes and approve them as presented. Seconded by Hoppenjan. Motion carried 8-0.

APPROVAL OF AGENDA: Motion by Melby to approve the agenda as presented. Seconded by Chambers. Motion carried 8-0.

CONSENT AGENDA: None.

CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS: Richland Center Police Chief Billy Jones reported that Officer Tyler Barr has been promoted to Sergeant of the RCPD. Jared Wilson, who previously served as Sergeant, was hired as Community Resource Officer. Chief Jones said that today (Sept. 5) was the first day of school and Wilson reported that it was a very positive day. Economic Development Director Jasen Glasbrenner reported that the sale of property at 460 W. 1st Street would be closing within the next couple of weeks. He noted that development of the property will hopefully take place this fall. City Administrator Ashley Oliphant said that city department heads are currently in the process of developing budgets, and she is meeting individually with them. Alderperson Tepley, who chairs the Library Board, introduced Stacy Pilla as the Interim Library Director. Tepley indicated that the hiring process for the full-time director is underway.

MAYOR AND ALDERPERSONS: Alderperson Tepley reported that the Tourism Commission met and approved grants and continued advertising with Gray Advertising, which utilizes streaming media. Alderperson Walters reported that the Personnel Committee continues to work on filling vacancies within the city. Applications have been received for Public Works crew and applications are still being accepted for Public Works Director and Zoning Administrator respectively. Walters also reported that Symons Recreation is hiring two part-time maintenance positions, and a group of citizens are working on establishing an endowment fund for the Symons Recreation Complex. Mayor Coppernoll noted that VFW members were present for tonight's meeting and noted that long-time VFW Auxiliary and Women's Relief Corps member Bessie Varvitseotis had passed away.

TREASURER'S REPORT: Motion by Alderperson Walters to approve the Treasurer's Report as presented. Seconded by McCarthy. Motion carried 8-0.

PAYMENT OF BILLS: Motion by Alderperson Cairns to pay the 9/05/2023 bills as presented. Seconded by Tepley. Motion carried 8-0.

ITEMS FOR DISCUSSION AND ACTION

Item 1.

4. **Appointment of City Attorney**

Mayor Coppernoll noted that Chris McGough will be resigning from the position of City Attorney and moving back to his native Alabama. Attorney Michael Windle is currently as Richland County's Corporation Counsel. Mayor recommended Windle to serve as Richland Center's City Attorney. Windle has practiced law for three years and currently resides in the city. Alderperson Walters asked how Windle would handle potential disagreements between the city and county. Windle stated that he would not represent either party if there is a conflict of interest. Attorney McGough stated that he believed Windle would be an excellent fit for the city. Jasen Glasbrenner said that he had worked with Windle on different projects previously and felt it was an excellent experience. Motion by Alderperson Tepley to appoint Michael Windle as Richland Center City Attorney. Seconded by Melby. Motion carried 8-0.

FINANCE COMMITTEE RECOMMENDATIONS AND ACTION:

5. **Request to Authorize Transportation Planning Services**

Jasen Glasbrenner noted that the Finance Committee has recommended to the Common Council to utilize MSA Professional Services for the project. He said this request relates to the Highway 14 corridor and the impact of the construction of a new hospital in that area of the city. The proposed study would include Highway 14 between Bohmann Drive and US Highway 58. The study would evaluate current traffic patterns, assess current access points along Highway 14, build a traffic model considering potential or likely future land uses, and provide conceptual recommendations for the improvement of Highway 14. Four firms were requested to submit a proposal for a traffic study and two proposals were received from MSA Professional Services in the amount of \$30,300 and KL Engineering in the amount of \$26,600, with MSA being the preferred contractor because of its previous working relationship with the city and the fact that KL Engineering is representing the hospital with a similar study and it was a concern that the firm representing both could create a conflict. Mayor Coppernoll also reported that the hospital met with representatives of the USDA who recommended a study of this type be conducted. Motion by Alderperson Cairns to authorize contracting with MSA Professional Services for Transportation Planning Services for Highway 14 between Bohman Drive and Highway 58 North at a cost not to exceed \$31,000. Seconded by Downs. Motion carried 8-0.

6. **Request to Authorize Financial Management Services**

Administrator Oliphant explained the ultimate goal is to have strategic long-term plans in place as the city manages significant development opportunities and rising costs of operations. An element of that includes consideration of the ongoing accounting software conversion challenges being experienced in the Clerk/Treasurer's Office and other barriers. The recommendation is to utilize Southwest Wisconsin Regional Planning Commission to provide direct day-to-day operational and training assistance. It is proposed that Misty Molzof, Local Government Services Specialist with SWWRP, would provide services for up to 8 hours per week for 2-3 months. Molzoff was present and introduced herself. She said she helps communities that are "green" in certain staff rolls. Molzof has previous experience as a City Administrator, Clerk/Treasurer, and Utility Clerk. She also has experience with the Caselle software which is currently being utilized in the Clerk/Treasurer's office. Motion by Alderperson Cairns to authorize the Administrator to contract with Southwestern Wisconsin Regional Planning Commission for the services of the Local Government Services Specialist for financial and planning purposes at a cost not to exceed the budgeted amount of \$15,000 in the Financial Advisory Services outlay. Seconded by Hoppenjan. Motion carried 8-0.

PUBLIC SAFETY COMMITTEE RECOMMENDATIONS AND ACTION:**7. Temporary Class B Picnic License Application - Richland Area Chamber - Hispanic Heritage Day 09/16/23**

Motion by Alderperson Melby to approve the Temporary Class B Picnic License from the Richland Area Chamber of Commerce on September 16, 2023 for Hispanic Heritage Day. Seconded by Chambers. Motion carried 8-0.

8. Temporary Class B Picnic License Application - St. Mary's Parish - Parish Festival 09/16/23

Motion by Alderperson Melby to approve the Temporary Class B Picnic License from St. Mary's Parish on September 16, 2023 for the parish festival. Seconded by Downs. Motion carried 8-0.

APPOINTMENTS TO COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS: None

PUBLIC COMMENT: Bob & Heidi Sheire noted that they continue to look for volunteers for the Red Cross Blood Drives. The next drive will be September 20th at the Community Center. Volunteers can work partial days.

ADJOURN: Motion by Alderperson Tepley to adjourn. Seconded by Walters. Motion carried 8-0 at 7:14 PM.

Minutes respectfully submitted by City Clerk/Treasurer Aaron Joyce.

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

AGENDA

CALL TO ORDER: Meeting was called to order by Mayor Coppernoll at 6:31 PM. Members present were Karin Tepley, Tom McCarthy, Mark Chambers, Kevin Melby, Steve Downs, Ryan Cairns.

APPROVAL OF MINUTES: Motion by Alderperson Melby to approve the Common Council minutes of both January 2, 2023 and January 23, 2023 as presented. Seconded by Downs. Motion carried 6-0.

APPROVAL OF AGENDA: Mayor Coppernoll noted that an appointment of Treasurer is not ready for action tonight and requested it be removed from the agenda. Mayor Coppernoll also requested that item #10 related to Panorama Estates be moved up to accommodate a guest wanting to address the topic. Motion by Alderperson Tepley to approve the agenda, with items #5 & #6 related to the appointment of a city Treasurer be removed and Item #10 moved up on the agenda. Seconded by Chambers. Motion carried 6-0.

CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS: Library Director Stacy Pilla reported that a Program Coordinator has been hired. Pilla also said that a Superbowl Lunch fundraiser is scheduled this Saturday with free-will donations accepted. City Administrator Ashley Oliphant thanked Jena Cabral and Tess Barr-Hamblin for helping in the Clerk's office during tax collection season.

MAYOR AND ALDERPERSONS: Alderperson Tepley reported that the Brewer Library will have security cameras installed next week inside and outside on all levels. Tepley also noted that the Tourism Commission met and approved continued funding for streaming videos to promote Richland County.

TREASURER'S REPORT: Not available

PAYMENT OF BILLS: Motion by Alderperson Cairns to approve the February 6, 2024 bills as presented. Seconded by McCarthy. Motion carried 6-0.

ITEMS FOR DISCUSSION AND ACTION:

- 5. Removed
- 6. Removed

7. **Appointment to Vacant Common Council Seat(s)**

Mayor Coppernoll invited those interested in the vacant District #1 alderperson seat to introduce themselves. Two people spoke of their interest in the seat: Ron Fruit and Rob Chase. Coppernoll requested nominations. Alderperson Tepley nominated Ron Fruit. Alderperson Downs nominated Rob Chase. A rollcall vote took place and Ron Fruit was appointed 5-1 with votes from Alderpersons Tepley, McCarthy, Chambers, Melby, and Cairns. Alderperson Downs voted for Chase. Ron Fruit will be sworn in following the meeting and serve as the District #1 Alderperson through April 2024.

Mayor Coppernoll stated that the vacant District #3 alderperson seat would not be filled at this meeting, but would be filled at the next meeting in March.

Item 1.

8. **Consider Approval of a City Donation Policy**

Administrator Oliphant noted that this topic was discussed at the December meeting. The policy would add language to give direction on the acceptance of a donation to the city. There has been no change to the language since December. At the time, Attorney Windle provided the policy guide and the council wanted to review it before action took place. Motion by Alderperson Chambers to suspend the rules, waive the reading, and adopt the Monetary, Non-monetary and In-kind Donation Policy as presented. Seconded by Melby. Motion carried 6-0.

FINANCE COMMITTEE RECOMMENDATIONS AND ACTION:

9. **Review bids received for the Phase 3, 2024 Eighth Street Utility and Roadway Improvements Project**

Andy Zimmer of MSA presented. Five bidders for the project received. G-Pro Excavating was the low bidder. G-Pro did Phase #2 in 2023. On January 10th, the Utility Commission approved pending council approval of Public Works portion of the project. The Public Works portion is \$377,854.49 and was reviewed by the Public Works Committee on January 11th and recommended for council approval. Zimmer noted that when a prequalification process is utilized, the low bidder must be accepted. He said the city and utility formed a prequalification committee and reviewed the potential bidders earlier. The project includes a resurface and storm sewer, and water and sewer from Church Street to Nimocks Drive. The grates in the roadway would be removed at the corner of 8th & Church. The project may begin as early as mid-April. Mayor Coppernoll noted that the Memorial Day service may need to be relocated this year because of the project. Motion by Alderperson Tepley to approve Phase #3 of the 2024 8th Street Project in the amount of \$377,854.49 as the city's share of the construction contract. Seconded by Melby. Motion carried 6-0.

10. **Review and Approval of Panorama Estates TIF Development Incentive for Buildings #2 & #3**

Jasen Glasbrenner introduced Jonathan King, Executive Developer from Panorama Estates. Glasbrenner said the hope is to approve a development package to allow for the construction for Buildings #2 & #3 at Panorama Estates. Glasbrenner discussed what a TIF & TID are. He noted that they capture future tax revenue to incentivize development today. There are two types: Pay-go (Pay as you go), which provide incentive only after the district receives the tax revenue to support the development. This model is a much lower risk for the municipality. The second type is the traditional model which is funded by cash on hand or by borrowing. Glasbrenner said the Panorama Estates developer agreed to rerun construction costs to consider the Pay-go model. Keith Dahl from Ehlers presented their analysis. He explained that the municipality is not unduly enriching the developer. A performa analysis was conducted. Pay-go assistance is based on future value. Provides a percentage of the tax generated annually and provides to developer. In Pay-go, the developer takes the risk. The pay-go amount of \$5.4-million. Developer requested a building permit and zoning permit fee waiver and tax increment would be used to pay for the fee waivers. The developer requested that the debt service obligation be forgiven, which totals just under \$311,000. Phase #1 development is generating \$130,000 annually. It was stated that there will be enough tax increment generated from Phase #1 and Ehlers determined that this was acceptable. Overall it would be a 20-year Pay-go model.

Jonathan King introduced himself and the kinds of projects his company develops. He said they are looking to build housing for working class families in Richland Center. The current single-family home model is expensive to build, and the economy of scale makes it sensible to create multi-family apartment complexes. The style of the proposed building would create a quiet, safe, and comfortable home. King said that the Pay-go model makes sense for them and the community. The incentive is the taxes generated from the TID alone and wouldn't affect city taxes. No money used from any current city accounts or taxpayer money. The total number of apartments Buildings #2 & #3 would generate is 92. King said they would start construction this summer. Motion by Alderperson Downs authorize city personnel to execute a letter of intent and prepare a development agreement for council approval, and to approve the development incentive terms as outlined, including: two buildings to be constructed in succession with a Summer 2024 start date; 20 Year Pay-go Model utilizing 90% of increment generated by Buildings 2 & 3 for an incentive of \$5.4 million (future value); Permitting and inspection fees of approximately \$71,000 to be paid by TIF funds; Developer to be released from Phase 1 infrastructure debt of \$310,940. TIF funds to be used to make the payments on associated G.O. Bond. Seconded by Tepley. Motion carried 6-0.

11. Bid for City Wayfinding and Entrance Sign Fabrication and Installation

Glasbrenner reported on the wayfinding sign project. Four bids were received. He noted that the project has been in the works for approximately two years, with projects on Orange Street and Highway 14. The city's entrance signs would also be redone utilizing the rebranding efforts done previously. The project is to be completed by April 30, 2024. The Planning Commission reviewed and recommended Greeley Signs. The Finance Committee also reviewed the project and recommended Greeley Signs. ARPA funds would be utilized for the project. Motion by Alderperson Tepley to award the Wayfinding and Entrance Sign Fabrication and Installation Bid to Greeley Signs for the not to exceed amount of \$36,801. Seconded by Downs. Motion carried 6-0.

12. Land Acquisition from Hill Country Rentals, LLC

Seven parcels were subject to the negotiation that was authorized by the Finance Committee on January 10th. Six parcels are on the block bound by Orange Street and N. Jefferson Street north of the current downtown Kwik Trip. The seventh parcel is at 278 W. Court Street. Glasbrenner stated that the total purchase price for all parcels is \$650,000 plus associated costs totaling \$25,000. The anticipated closing of lots 1-6 would be in mid-2024, and an anticipated closing of the 7th parcel in early 2025. As part of the initial closing of lots 1-6, the seller would remove structures on Parcel 1 (276-2100-2880), while the city would complete an environmental study on all parcels and apply for an environmental liability exemption (§292.11(9)(e)). As agreed upon for the closing of Parcel 7 (276-2100-0570), the city would lease Parcel 7 back to the seller at a rate of \$750 per month. Glasbrenner said the city could execute the purchase with cash on hand, noting the current RLF Business Savings and TIF Affordable Housing Extension fund balance could be utilized. Atty Windle noted that a contract would be made between parties that would outline the terms of the transaction of all parcels as well as the terms of the lease of parcel 7. Glasbrenner said that corridor has been the focus of redevelopment since the 1990's and this block is important for future development for the city. Motion by Alderperson Tepley to authorize personnel to carry out the acquisition of land owned by Hill Country Properties using cash on hand at a total cost not to exceed \$675,000. Seconded by Melby. Motion carried 6-0.

13. **Consider Request to Authorize Continued Financial Management Services from Southwest Wisconsin Regional Planning Commission**
Administrator Oliphant stated that the contract with Southwest Wisconsin Regional Planning began in September. It has allowed their Local Government Services Specialist Misty Molzof to work on-site in Richland Center 1-2 days per week doing training and technical support. The request is to authorize the contract with Southwest Wisconsin Regional Planning be extended through April 30th. This is a 2024 budgeted item. Motion by Alderperson Chambers authorize the Administrator to extend the contract with Southwestern Wisconsin Regional Planning Commission for the services of the Local Government Services Specialist for financial and planning purposes at a cost not to exceed the budgeted amount. Seconded by Downs. Motion carried 6-0.
14. **Landfill Monitoring Services Agreement**
Mitech has provided the landfill monitoring since 2016. The Richland Center Landfills are monitored twice annually, in March and September, per WDNR requirements. All sampling and analysis are completed in accordance with all applicable State and Federal codes and in accordance with the current sampling plans for the landfills. The cost of monitoring is part of the landfill budget. The 2024 service would cost \$9,700. Motion by Alderperson Tepley to approve the landfill monitoring services agreement with Mitech at a cost of \$9,700. Seconded by Downs. Motion carried 6-0.
15. **Furnace Replacements**
During Klingaman Heating & Cooling's annual inspection of the furnaces, it was discovered that both the furnace that serves the municipal building main office and the furnace that serves the Police Department command room were experiencing problems and expending extra CO. Klingaman recommended that both be replaced rather than repair the units. Motion by Alderperson Tepley to approve the purchase of a new Bryant two stage 120,000 BTU furnace at a cost not to exceed \$5,100, and a new Bryant two stage 40,000 BTU furnace not to exceed \$3,700, both from Klingaman Heating & Cooling, with funding from the 2024 Building & Grounds Building Repair Outlay budget line item. Seconded by Chambers. Motion carried 6-0.
16. **Request to Amend the Financial Policy to Include Payment Plans**
Administrator Oliphant said this topic was discussed in December. It would amend the financial policy to allow for payment plans and provide procedures and guidelines in order to have a payment plan for those who need it. Motion by Alderperson Tepley to amend the City of Richland Center's Financial Policy to authorize payment plans in accordance with the standard operating procedures for payment plans. Seconded by McCarthy. Motion carried 6-0.
17. **Skid Steer Purchase**
The 2013 Gehl skid steer that has been used in the Park & Grounds department will no longer be up for lease by Simpson Tractor. Due to the Building and Grounds Department's need for a skid steer to dig graves and assist with snow removal, Simpson's Tractor has offered to sell the 2013 Gehl 4640 skid steer that the Buildings and Grounds Department has been leasing to the city. It's considered in excellent condition and the backhoe attachment would be included at no added cost. Motion by Tepley to purchase the skid steer from Simpson Tractor in an amount not to exceed \$20,000, with funds from the Unallocated

Contingency in 2024 budget. Seconded by Melby. Motion carried 6-0.

Item 1.

18. Community Center Water Heater Replacement

Administrator Oliphant stated that the water heater was an emergency purchase at the Community Center. Reyzek Plumbing provided the equipment at a cost of \$4,469.99. It was already purchased because of an emergency. There is no action. The purchase was included in the bills tonight.

APPOINTMENTS TO COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS: none

PUBLIC COMMENT: Rob Chase stated there may be a potential concern with school bus access with the upcoming Panorama Estates construction.

ADJOURN: Motion by Alderperson Tepley to adjourn. Seconded by Downs. Motion carried 6-0 at 8:08 PM.

Minutes respectfully submitted by Aaron Joyce, City Clerk.

June 4, 2024

Mayor, Council, and City Administrator
City of Richland Center
PO Box 230
Richland Center, WI 53581

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of services we will provide to the City of Richland Center (“City”). You have requested that we perform the following services:

- Assist the City in adjusting the books of accounts with the objective that they will be able to prepare a working trial balance from which financial statements can be prepared. Your clerk/treasurer will provide us with a detailed trial balance and any supporting schedules we require. Update the debt summary and propose correcting journal entries related to debt transactions.
- Assist in month or year-end adjustments and accruals as necessary.

Additionally, we will assist with the following as requested:

- Assist in identifying any bank account reconciling issues from information provided by management. We will not review the cancelled checks or electronic copies of the checks for payees or endorsements.
- Assist in updating capital asset depreciation records. Includes summarizing infrastructure and utility projects, allocating costs to the correct funds and accounts, and recording depreciation expense.
- Scan the general ledger for any obvious account reclassifications or adjustments in order for the financial statements to be in accordance with applicable standards.
- Assist in identifying any account receivable or accounts payable reconciling issues from information provided by management.
- Assist in identifying any payroll liability reconciling issues from information provided by management.

Our services will cover the year ending December 31, 2024.

Our Responsibilities

This engagement is limited to the period and the accounting services indicated above. We will not audit or review your financial statements as part of this engagement, as those terms are defined in generally accepted auditing standards or any other accounting documents and information you provide. We will not verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

Our engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements, that may exist. However, we will inform the appropriate level of management, specifically designated by you, of any material errors that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to provide the services outlined on the first page. You agree to the following responsibilities:

- 1) The design, implementation, and maintenance of internal control to prevent and detect fraud and informing us about all known or suspected fraud impacting the City.
- 2) The selection of accounting principles followed.
- 3) The prevention and detection of fraud.
- 4) To ensure that the City complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 6) To provide us with—
 - access to all information of which you are aware is relevant to the services, such as records, documentation, and other matters.
 - additional information that we may request to be able to perform the requested services.
 - unrestricted access to persons within the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge, and experience to oversee our bookkeeping services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Other Relevant Information

Kevin Krynski, CPA, engagement partner, is responsible for supervising the engagement.

Our fees will be billed at our standard hourly rates for these types of services. You will also be billed for out-of-pocket costs such as postage, travel, etc. Accounts over 90 days will be subject to finance charges. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear your own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We have the right to withdraw from this engagement if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete your financial statements or tax returns and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Sincerely,
Johnson Block & Company, Inc.
Johnson Block and Company, Inc.

Acknowledged: City of Richland Center

By: _____

Title: _____

Date: _____



Abt Swayne Law

SOUTHWEST WISCONSIN

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made this 5th day of September, 2023, by and between the City of Richland Center (“City”) and Abt Swayne Law, LLC., 210 N. Main Street, P.O. Box 128, Westby, Wisconsin, (“Firm”) and said Firm agrees to accept employment as Legal Counsel for the City as City Attorney.

The Parties hereby understand and agree that Attorneys David L. Abt, Nikki C. Swayne, and Michael S. Windle will be providing legal services to the City. Attorney Michael S. Windle shall assume the primary duties of City Attorney and Attorneys Abt and Swayne will provide supplemental services as required.

Fees: Fees shall be paid at the rate of \$125.00 per hour for attorneys and \$75.00 per hour for Legal Assistants and Paralegals. Fees shall be due within 30 days of billing.

Costs and Disbursements: The City understands that in addition to any fees, costs and disbursements paid by the Firm must be reimbursed. Upon request, the Firm shall provide an itemized list of disbursements paid at any time during the course of representation. The City agrees to reimburse Abt Swayne Law for these disbursements within 30 days of the request.

Term: This Agreement will be effective from September 6, 2023 until September 5, 2024.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT. I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH ABT SWAYNE LAW AND ASK ANY QUESTIONS THAT I MAY HAVE.

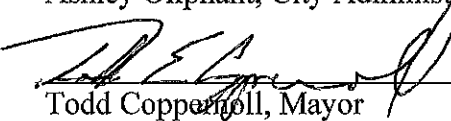
City of Richland Center:



Ashley Oliphant, City Administrator

9/5/2023

Date



Todd Coppernoll, Mayor

9-11-23

Date

Abt Swayne Law, LLC.:

David L. Abt

Date