



OFFICIAL PUBLIC NOTICE

MEETING OF THE PERSONNEL COMMITTEE

MONDAY, JULY 21, 2025 AT 5:00 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 *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. Meeting Minutes

ADMINISTRATOR'S REPORT

DISCUSSION & POSSIBLE ACTION ITEMS

2. Legal Services Contract Renewal
3. Ambulance Service MOU
4. 2026 Cost of Living Adjustment (COLA)
5. Personnel Handbook Amendment - Timekeeping
6. Personnel Handbook Amendment - Vacation Scheduling and Payout
7. Personnel Handbook Amendment - Lunch and Breaks
8. Personnel Handbook Amendment - Protective Clothing
9. Personnel Handbook Amendment - Hours of Work
10. Independent Contractor Policy & Insurance Decision
11. Benefit Opt Out Program

SET NEXT MEETING DATE - August 18th

ADJOURNMENT

Posted this 18th day of July, 2025 by 4:30 PM.

Copy to the official newspaper the Richland Observer.

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

MONDAY, JUNE 16, 2025 AT 5:30 PM

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

CALL TO ORDER Chair Walters called the meeting to order at 5:31PM. A quorum was present. Oliphant affirmed proper notice. Members Present: Melony Walters, Tom McCarthy, and Ryan Cairns (by phone) Members Absent: none.

APPROVAL OF MINUTES Motion to approve the previous meeting minutes by Walters, seconded by McCarthy. Motion carried unanimously.

ADMINISTRATOR'S REPORT Administrator Oliphant reported the following:

- Oliphant will be out of the office Thursday, June 19th through Tuesday, June 24th.
- Clerk Keller's one year anniversary was celebrated with a potluck on June 11th.
- Alderperson Tepley was provided with a policy statement to consider in lieu of the revised Development Incentive Policy.
- Director Mieden reported that the splash pad heater cannot be fixed until the season ends. The full scope of repair work is expected to be extensive.
- Public Works staff have scheduled a meeting with Republic's team to discuss landfill transfer station operations and expectations.
- Tax settlement checks for Walmart and Lowther Brothers have been issued. The DOR filing for Walmart has been completed, awaiting documentation to file Lowther Brothers.
- WisDOT has not fully responded to the inquiry about their decision not to repair or replace the retaining wall near Taco Bell as part of the Highway 14 reconstruction project.
- Genuine Telecom was contacted about nonpayment of franchise fees. Records from previous a previous attorney have been requested but not located.
- Awaiting the finalized memo from Attorney Windle regarding room tax/tourism/commission.
- The City was awarded a second Innovation Planning Grant specific to GIS services. Southwestern Wisconsin Regional Planning Commission will be assisting with this project.
- No progress has been reported regarding the reversionary clause affecting the Starlite property.
- Mayor Coppernoll has been communicating with the Panorama developer, reporting delays in obtaining state permits. Per the development agreement, the project was to commence by 6/15/2025 and completed by 6/11/2026 (30 months from date agreement was signed). As required by the agreement, a written notice of breach was sent today, 6/16/2025.
- Mayor Coppernoll and Town of Richland Chair Williams have directed Attorney Windle to review the Richland Fire Department Agreement and determine any amendments that should be considered.

DISCUSSION & POSSIBLE ACTION ITEMS

Update on Staffing Levels & Job Assignments:

- Pool Technician – Due to the complexity of the Aquatic Center, significant time commitment, and level of technical skill required for adequate maintenance, the Parks & Recreation Director has requested consideration for hiring a technician. Currently evaluating the extent to which the Utilities can provide ongoing assistance and contacting similar facilities like the Goodman Pool in Madison as a model.
- Seasonal Street Crew – Seasonal role not filled due to lack of qualified applicants.
- Buildings & Grounds Crew – Seasonal employees have been on boarded and are actively working in the field. The crew is navigating operational changes while addressing a backlog caused by favorable spring weather conditions, limited staffing, event preparations, and deferred maintenance issues. Efforts to enhance efficiency are uncovering additional deficiencies. The DPW is seeking contracting opportunities and identifying tasks to postpone to ensure core duties are effectively completed. Input from the Public Works

Committee is desired to ensure alignment. The Zoning Administrator has been temporarily reassigned to assist the Buildings & Grounds crew until full staffing is achieved.

Item 1.

CLOSED SESSION - Buildings & Grounds Crew Lead

Motion to enter closed session at 5:57PM by Walters, seconded by McCarthy. Motion carried unanimously.

Closed Session

Motion to reconvene in open session at 6:37PM by Walters, seconded by McCarthy. Motion carried unanimously.

SET NEXT MEETING DATE The next meeting was scheduled for July 21st at 5:30PM.

ADJOURNMENT Motion to adjourn by Walters, seconded by McCarthy. Motion carried unanimously. The meeting adjourned at 6:37PM.

Meeting minutes recorded by Ashley Oliphant



THURSDAY, JUNE 26, 2025 AT 5:30 PM

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

CALL TO ORDER Chair Walters called the meeting to order at 5:35PM. A quorum was present. Oliphant affirmed proper notice. Members Present: Melony Walters, Tom McCarthy, and Ryan Cairns. Members Absent: none.

CLOSED SESSION - Review of Grievance

Motion to enter closed session at 5:35PM by Walters, seconded by McCarthy. Motion carried unanimously.

Closed Session

Motion to reconvene in open session at 7:22PM by Walters, seconded by McCarthy. Motion carried unanimously.

Motion to issue grievance denial letter with changes as stated by Walters, seconded by McCarthy. Motion carried unanimously.

ADJOURNMENT Motion to adjourn by Walters, seconded by McCarthy. Motion carried unanimously. The meeting adjourned at 7:23PM.

Meeting minutes recorded by Ashley Oliphant

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 2.

Agenda Item: Legal Services Agreement

Meeting Date: Personnel Committee on July 21, 2025
Finance Committee and Common Council on August 5, 2025

Requested by: Ashley Oliphant, City Administrator

Background: The City of Richland Center has utilized Abt Swayne Law, LLC for general legal services since 2023 under an agreement expiring September 5, 2025, with an option to renew annually. The current agreement stipulates attorney fees at \$150/hour and legal assistant fees at \$80/hour, with billing in 1/10th-hour increments. Abt Swayne handles costs, disbursements, and travel expenses, with the City reimbursing litigation-related costs. The proposed renewal maintains existing terms, updating the attorney hourly rate to \$175/hour to reflect current market conditions and ensure continued quality legal support. The Common Council must decide whether to approve the renewal with the updated rate.

Financial Impact: The estimated annual increase of approximately \$5,000-\$10,000 based on current usage, subject to actual hours billed.

Funding Source: Annual Budget Line Item

Requested Action: Recommend renewal of the contract with the new hourly cost of \$175.

Recommendation: Approve the renewal of the Legal Services Agreement with Abt Swayne Law, LLC, including the updated attorney hourly rate of \$175/hour, effective September 5, 2025, to maintain consistent legal representation.

Requested Action:

PERESONNEL: Motion to recommend renewal of the Legal Services Agreement to the Finance Committee.

Finance Committee: Motion to recommend to the Council the renewal of the Legal Services Agreement with Abt Swayne Law, LLC, with an updated attorney hourly rate of \$175/hour, effective September 5, 2025.

Council: Motion to approve the renewal of the Legal Services Agreement with Abt Swayne Law, LLC, with an updated attorney hourly rate of \$175/hour, effective September 5, 2025.

Attachment(s):

- Current Legal Services Agreement (2024-2025)

AGREEMENT FOR LEGAL SERVICES

The City of Richland Center, in Richland County, hereby retains Abt Swayne Law, LLC (hereinafter "Abt Swayne"), to represent the City of Richland Center (hereinafter "City"), and to provide general legal services as requested by the City.

FEES: Fees for legal services shall be at the rate of \$150 per hour for attorneys and \$80 per hour for legal assistants. Billing will be at a rate of 1/10th of an hour.

COSTS: The City will be responsible for costs related to legal actions including filing fees and service costs, witness costs, deposition expenses and other litigation-related expenses. Abt Swayne will assume all in-county travel costs; should travel outside of the county be required, travel time will be charged at half of the hourly rate of legal services. At no time will mileage be charged to the City.

DISBURSEMENTS: The City will reimburse Abt Swayne for costs such as filing fees, service of process expenses, expert witness expenses, witness fees, deposition expense and other litigation-related expense.

MONTHLY BILLS: The City understands and agrees that Abt Swayne shall bill the City on a monthly basis for legal services and well as disbursements. The City understands and agrees that the monthly bills are payable upon receiving the statement. The City will make good faith effort to remit payment within thirty days of receiving a statement; however, Abt Swayne understands and agrees that the City may from time to time take up to two months to remit payment. The City should communicate to Abt Swayne as soon as reasonably possible any mistakes in statements or questions related to statements.

TERM: The term of this Agreement shall be the date of signing through September 5, 2025. This Agreement shall continue annually thereon unless either party provides written notice of intentions to not renew.

TERMINATION: Either party may terminate this agreement at any time upon written notification. Notwithstanding, Abt Swayne would provide the City a minimum of thirty days' written notice.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. This Agreement does not bind the City to the use of Abt Swayne for legal services. The parties understand and agree that the City may, during the term of this Agreement, employ other attorneys as the City sees fit.

MODIFICATION OF AGREEMENT: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

Abt Swayne Law, LLC is a registered limited liability company. The Wisconsin Supreme Court Rules require that attorneys practicing as a limited liability entity must register annually with the State Bar of Wisconsin and must maintain professional liability insurance with minimum levels mandated by the applicable Wisconsin Supreme Court Rules.

DATED this 3rd day of September, 2024.

CITY OF RICHLAND CENTER

By: 
City Administrator

Attest:

By: 
City Clerk

ABT SWAYNE LAW, LLC

By: _____
Nikki C. Swayne
Owner/Managing Attorney

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 3.

Agenda Item: Ambulance Service MOU

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: The City has a Memorandum Agreement with Richland County for 911 advanced EMT-level ambulance service, effective 2023-2025, expiring December 31, 2025. The City pays \$119,900 annually (\$170/call for an average of 677 calls/year) via 12 monthly installments (\$9,590/month, final \$9,600 by December 1st), deposited into County Fund 51. A 16-member Joint Ambulance Committee oversees the service, including 2 City representatives. Recent challenges with ambulance service staffing and oversight have raised concerns about its future. Seeking direction on whether to pursue renewal or exploration of alternative providers.

Financial Impact: Current annual cost of \$119,900; potential adjustments pending renewal terms or alternative arrangements.

Funding Source: Annual Budget Line Item

Requested Action: To determine whether to pursue renewal, address service challenges, or consider other providers, given uncertainties about the County's ability to continue service.

Attachment(s):

- Current Ambulance MOU

MEMORANDUM AGREEMENT

This MEMORANDUM AGREEMENT is between Richland County, a quasi-municipal corporation of the State of Wisconsin ("THE COUNTY") and the City of Richland Center (hereinafter "THE CITY") which parties agree as follows:

1. THE COUNTY will provide 911 advanced emergency medical technician-level ambulance service to THE CITY.
2. The term of this MEMORANDUM AGREEMENT is for calendar years 2023, 2024, and 2025.
3. THE CITY shall pay THE COUNTY, each year, \$115,090.00 which is based upon \$170.00 per call for an average of 677 call per year over the past 4 years in which person or persons picked up by the ambulance were located within THE CITY. Payment shall be made to the segregated account described in paragraph 4 on or before March 15th, of each contract year or THE CITY may elect to pay in 12 monthly installments with the 12th payment to be paid by December 31st, of each year. The monthly installment amount for the first 11 months is \$9,590.00 with a final payment of \$9,600.00 due by December 31st, of each year.
4. All payments for ambulance calls and all other revenue received by THE COUNTY to provide ambulance service under this MEMORANDUM AGREEMENT shall be deposited into the segregated account created by the County Board, which is Fund 51. Oversight of all expenses paid from this segregated account will be provided by the Joint Ambulance Committee following the procurement rules as established by THE COUNTY.
5. Administration of ambulance service under this MEMORANDUM AGREEMENT shall be by a Joint Ambulance Committee which shall consist of 16 members consisting of the following:
 - (a) 1 representative of each Town Board entering to a like
MEMORANDUM AGREEMENT;
 - (b) 1 representative of a Village Board entering to a like

MEMORANDUM AGREEMENT;

(c) 2 representatives chosen by the Common Council of the City of Richland Center;

(d) 2 County Board Supervisors.

(e) The Joint Ambulance Committee shall hold quarterly meetings 4 times per calendar year; February, May, August and November, with special meetings scheduled as needed.

6. THE COUNTY will indemnify THE CITY and hold it harmless relative to any claims of any nature whatsoever arising out of THE COUNTY'S providing of ambulance services under this MEMORANDUM AGREEMENT.

7. Dissolution Clause: In the event that THE COUNTY separates itself from the Ambulance Service, the new entity receiving oversight over the Service will take ownership of the segregated accounts as created and maintained by the JAC as well as any and all assets.

8. This MEMORANDUM AGREEMENT constitutes the entire agreement between the parties. It may only be amended by a written document signed by both parties.

9. Execution of this MEMORANDUM AGREEMENT shall be by Motion or Resolution adopted by THE CITY in a session held in compliance with the Open Meetings Law. The Motion or Resolution shall approve the contract and shall designate the official who is authorized to sign this MEMORANDUM AGREEMENT on behalf of THE CITY.

FOR THE COUNTY:

Clinton Langreck
County Administrator

Date signed

FOR THE CITY:

Date signed

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 4.

Agenda Item: 2026 Cost of Living Adjustment

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: Preliminary Cost of Living Adjustment (COLA) figures for 2026 wages indicate a potential increase of approximately 2.5-3% based on current economic trends and inflation data as of July 2025. While these figures are preliminary, they are being provided to set a starting point in the 2026 budget development process.

Financial Impact: TBD

Recommendation: Use the preliminary COLA figures as a starting point for 2026 wages.

Requested Action: No action required at this stage.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 5.

Agenda Item: Personnel Handbook Amendment - Timekeeping

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: The Personnel Handbook does not include language regarding timekeeping or rounding time. Employees are currently required to utilize miPay to electronically record and submit time. Timekeeping had previously been conducted using a paper system. Additionally, the Handbook does not address rounding time. In practice, hourly employees are paid for all time worked to the minute. This creates difficulty in managing time and controlling overtime costs.

To address this, the following policy is proposed:

All employees must record their time worked using the City's designated timekeeping system. Hourly (non-exempt) employees must record their start and end times for each workday, including breaks. Failure to clock in/out may result in disciplinary action or payroll adjustments based on supervisor records.

To simplify payroll processing, work hours are rounded to the nearest 15-minute increment using the 7-minute rule. Time recorded within the first 7 minutes of a 15-minute period will be rounded back to the start of that period, and time recorded within the last 8 minutes will be rounded forward.

For example, clocking in at 8:06 AM will be recorded as 8:00 AM, and clocking in at 8:08 AM will be recorded as 8:15 AM.

Employees are responsible for reviewing their time sheets to confirm accuracy. Falsifying time records or failing to clock in/out may result in disciplinary action.

Financial Impact: None

Funding Source: N/A

Requested Action: Amend Handbook to include timekeeping policy.

PERESONNEL: Motion to amend the Personnel Handbook to include the timekeeping policy as presented.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 6.

Agenda Item: Personnel Handbook Amendment – Vacation Scheduling and Payout

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: Policy 207 Vacation in the Personnel Handbook outlines the scheduling and payout of vacation time for employees. Employees are required to obtain department head approval for vacation requests. However, department heads require no approval or notification to the City Administrator. Employees who resign are required to be in good standing and provide a two-week notice to qualify for an accrued vacation time pay out. However, the policy lacks language addressing employees who are terminated. In the absence of specific language, terminated employees are legally eligible to receive a payout.

The current policy pertaining to scheduling vacation time reads as follows:

B. Scheduling.

1. On January 1st employees will be provided vacation leave in accordance with the above schedule.
2. Vacation will be scheduled subject to the approval of the employee's department head.
3. All vacation leave must be taken during such calendar year, with the exception that an employee may carryover of one week (40 hours) of vacation if the employee has reasonably tried to schedule vacation but could not take vacation because of operational needs. In that case, the employee may carryover one week (40 hours) to be used by March 31st of the succeeding year and to be scheduled pursuant to the standard vacation procedures.

To ensure proactive coordination and maintain service continuity, the following addition is proposed:

4. All department heads are required to notify the City Administrator at least 48 hours prior to utilizing vacation time if their absence would impact departmental operations or if the absence exceeds three consecutive workdays. Notifications should include the duration of the absence, and any arrangements made to ensure operational continuity.

The current policy pertaining to vacation payout reads as follows:

C. Payout.

1. In the event an employee resigns, is laid off, or terminated after having been paid for or taken vacation leave or a portion thereof as yet unearned, the value of the unearned portion of the vacation or vacation pay received shall be deducted from the employee's paycheck. This shall be computed on a pro-rata basis in accordance with the number of months worked during the year.
2. In the case of the death of an employee, the employee's estate or designated beneficiary shall receive the employee's vacation pay. Such vacation pay in the year of death shall be computed on a pro-rata basis, in accordance with the number of months worked during the year. Such payment shall be based upon the current earnings of such employee.
3. In the case of resignation, the employee must be in good standing and give the City two (2) weeks' notice of termination to receive any accrued vacation.

To prevent the payout of accrued vacation time to terminated employees, the following addition is proposed:

4. Ineligibility of Terminated Employees. Employees who are terminated for cause are ineligible to receive any accrued vacation payout, regardless of the amount of vacation leave accrued or unused at the time of termination.

Financial Impact: None

Funding Source: N/A

Requested Action: Amend Handbook to require department heads provide notice of time off and prohibit terminated employees from receiving vacation payouts.

PERSONNEL: Motion to amend the Personnel Handbook as presented.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 7.

Agenda Item: Personnel Handbook Amendment – Lunch and Breaks

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: Policy 203 Lunch and Breaks states the following:

Each full-time or part-time employee working an eight (8) hour shift shall be entitled to an unpaid lunch break of one (1) hour maximum, approximately midway through the employee's work shift. The lunch hour must be a minimum of thirty (30) minutes. Lunch breaks shall be scheduled by each department.

Each full-time or part-time employee shall a paid fifteen (15) minute break for every four (4) hours worked. Break times shall be determined and enforced by each department.

This request seeks to set the standard lunch break to 30 minutes and add language to expressly state department heads determine break times and locations. Changes are shown in blue font.

Each full-time or part-time employee working an eight (8) hour or greater shift shall be entitled to an unpaid lunch break of 30 minutes, approximately midway through the employee's work shift. Department heads shall determine when lunch breaks will be observed.

All full-time and part-time employees are entitled to a 15-minute paid break for every four (4) hours worked. Department heads shall determine the timing of these breaks and designating the on-site location(s) where breaks must be taken. Employees must adhere to the assigned schedule and location to ensure operational efficiency and compliance with this policy.

Financial Impact: None

Funding Source: N/A

Requested Action: Amend the Handbook adjusting the standard length of lunch breaks and adding greater specificity regarding break times.

PERESONNEL: Motion to amend Policy 203 Lunch and Breaks of the Personnel Handbook as presented.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 8.

Agenda Item: Personnel Handbook Amendment – Protective Clothing

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: Policy 405 Safety Equipment of the Personnel Handbook requires “at-risk” employees to wear safety-toed shoes and safety glasses. The policy defines “at risk” employees as Public Works employees that are considered “to always be working in a situation in which there is a risk of injury unless the employee’s supervisor advises otherwise.” Given their “at risk” status, the policy allows Public Works employees to be reimbursed for the purchase of safety toed boots and prescription glasses.

This policy does not address specific uniforms or other protective clothing items. While not discussed in the Handbook, the City has historically purchased high visibility shirts, sweatshirts, outerwear, and hats for Public Works employees. The only clothing or uniform related references found in the Handbook are as follows:

- Work Rule A(5) Failure to observe all safety rules and practices on the job, including failure to use protective equipment and clothing.
- Work Rule D(15) When City employment requires wearing of a uniform, unauthorized or improper use of the uniform or failure to wear the uniform properly.

To formalize historical practices and ensure proper guidelines for protective clothing are in place, the following amendment to Policy 405 is recommended:

Policy 405 Safety Equipment - Section C: Protective Clothing

C. Protective Clothing

1. Whenever a Public Works employee is working in a situation in which there is a risk of physical injury or where high visibility is required, the employee shall wear protective clothing, which may include pants and high-visibility vests, shirts, sweatshirts, or outerwear, deemed appropriate by the Director of Public Works (DPW) or their designee. Such situations include, but are not limited to, tasks involving heavy machinery, sharp objects, hazardous materials, or work in areas with vehicular or pedestrian traffic. Employees, including seasonal or temporary employees, are required to wear pants unless the DPW or their designee explicitly permits otherwise.
2. The City will always make high visibility safety vests available to all Public Works employees. Other protective clothing, including high-visibility shirts, sweatshirts, and outerwear like vests, may be issued based on available funds and operational needs. When purchasing their own protective clothing, employees are responsible for ensuring they have the appropriate protective clothing, which may include high-visibility shirts, sweatshirts, or outerwear that meet City standards, such as ANSI/ISEA 107-2020 for high-visibility clothing. Employees are encouraged to consult with the DPW or their designee before purchasing protective clothing to ensure compliance with City standards.
3. City issued vests will always be available and replaced when needed. For City issued protective clothing that becomes damaged or worn, the employee must promptly notify the DPW or their designee to assess whether replacement is necessary. If the protective clothing, excluding vests, is damaged or defective, the City may replace it if funding is available. However, if funds are not available or if the damage or defect results from employee

negligence or other avoidable causes, the employee may be responsible for purchasing a replacement at their own expense.

4. In the event a Public Works employee terminates employment, any City issued vests, high-visibility shirts, sweatshirts, or outerwear, shall be returned to the City before the employee's final paycheck is issued. If the employee wishes to purchase any employer-purchased protective clothing, the City and the employee shall attempt to negotiate a purchase price to allow the employee to retain those items after employment is terminated.
5. Seasonal employees who engage in Public Works activities shall wear protective clothing, which includes pants and a high-visibility vest, or shirts, sweatshirts, or outerwear. The City may provide seasonal employees with up to two high-visibility shirts. Seasonal employees will not be provided with high-visibility sweatshirts or outerwear by the City and will not be reimbursed for the cost of any additional protective clothing.
6. Failure to comply with this protective clothing policy will be grounds for discipline, up to and including termination.

Financial Impact: Determined annually. Set by the adopted budget.

Funding Source: Department line items set by the budget.

Requested Action: Amend Handbook to include protective clothing

PERSONNEL: Motion to amend Policy 405 of the Personnel Handbook to include Section C: Protective Clothing as presented.

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Item 9.

Agenda Item: Personnel Handbook Amendment – Hours of Work

Meeting Date: Personnel Committee on July 21, 2025
Public Works Committee on June 19, 2025

Requested by: Ashley Oliphant, City Administrator

Background: Policy 201 Hours of Work of the Personnel Handbook sets the standard workday for full-time employees at eight (8) hours per day totaling a 40-hour work week, Monday through Friday. Currently, some departments work alternate schedules year-round and some have seasonal hours. Standard hours for both City Utilities and the Brewer Public Library are set by their governing bodies.

This request aims to modify the standard hours outlined in the Handbook and to provide department-specific flexibility. The proposed changes are intended to enhance operational efficiency, ensure sufficient coverage, improve customer service, and maximize productivity. Additionally, the Public Works Committee reviewed the standard hours established for the Public Works Department and has provided the following recommendation to the Personnel Committee:

The Public Works Committee reviewed a proposal to establish a standard 8-hour workday schedule for all Public Works employees, from 7:00AM to 3:30PM, Monday through Friday, on a year-round basis, with the ability to set flexible shift schedules. While members acknowledged the operational benefits of the change, they also discussed personnel concerns and policy implications. The Committee voted to refer the matter to the Personnel Committee for further discussion and consideration.

Current Standard Work Hours by Department		
Department	Hours	Days
Administration (C/T, Ec Dev, Zoning)	8:00 AM – 4:30 PM	Monday – Friday
Parks and Recreation	8:00 AM – 4:30 PM	Monday – Friday
Police Department (Clerical, Non-Union)	7:00 AM – 5:00 PM	Monday – Friday
Tourism	Varies	Monday – Sunday
Public Works – Streets	7:00 AM – 3:30 PM	Monday – Friday
Public Works – Streets (Seasonal)	6:00 AM – 3:30 PM	Monday – Thursday
	6:00 AM – 10:00 AM	Friday
Public Works – Buildings & Grounds	6:00 AM – 3:30 PM	Monday – Thursday
	6:00 AM – 10:00 AM	Friday
	2–4 hours	Saturday/Sunday
Library	9:00 AM – 6:00 PM	Monday – Friday
	9:00 AM – 1:00 PM	Saturday
Utility Office	8:00 AM – 4:00 PM	Monday – Friday
Electric	6:30 AM – 3:30 PM	Monday – Thursday
	6:30 AM – 10:30 AM	Friday
Water	7:00 AM – 3:30 PM	Monday – Friday
	4 hr weekend rotation	Saturday/Sunday
Wastewater	7:00 AM – 3:30 PM	Monday – Friday
	8 hr weekend rotation	Saturday/Sunday

A review of standard office hours across municipalities in the region was conducted. The majority, including Richland Center, maintain hours from 8:00 AM to 4:30 PM. However, two municipalities implement a compressed work schedule year-round, and two others adopt a compressed schedule during the summer months. With four out of twelve municipalities utilizing compressed work schedules, an emerging trend is evident.

Municipality	Standard Hours	Summer Hours
Viroqua	7:30 AM – 4:30 PM	Mon–Thu: 7:30 AM – 4:30 PM Fri: By Appointment
Muscoda	8:00 AM – 4:30 PM	
Reedsburg	7:30 AM – 4:00 PM	
Boscobel	7:00 AM – 4:00 PM	
Prairie du Chien	8:00 AM – 4:00 PM	
Spring Green	Mon–Thu: 9:00 AM – 5:00 PM Fri: 9:00 AM – 12:00 PM	
Platteville	8:00 AM – 4:30 PM	
Dodgeville	Mon–Thu: 8:00 AM – 4:30 PM Fri: 8:00 AM – 12:00 PM	
Mineral Point	8:00 AM – 4:30 PM	Mon–Thu: 7:30 AM – 5:00 PM Fri: 7:30 AM – 11:30 AM
Baraboo	7:30 AM – 4:30 PM	
Prairie du Sac	9:00 AM – 5:00 PM	
Fennimore	8:30 AM – 4:30 PM	

Using the current policy as a guide and in consideration of operational needs and the standard hours commonly observed in the region, the following policy is recommended:

201 Hours of Work

A. Standard Hours

- a. Full-time hourly (non-exempt) and salaried (exempt) employees typically work an 8-hour day. The standard work week for all full-time employees is 40 hours, from Monday to Friday.
- b. The standard hours of operation for the following departments shall be 8:00AM to 4:30PM, from Monday to Friday.
 1. Clerk and Treasurer’s Office
 2. Economic Development
 3. Zoning
 4. Tourism
 5. Parks and Recreation
 6. Police (clerical, non-union)
- c. The standard hours of operation for all divisions of the Public Works department shall be 7:00AM to 3:30PM, from Monday to Friday.

B. Alternate Work Schedules

- a. To balance operational efficiency with employee and departmental needs, department heads may propose alternate onsite work schedules (e.g., four 10-hour days or other deviations from the

standard 8-hour workday) with City Administrator approval. Alternate schedules must meet the following criteria:

1. Operational Efficiency: Alternate schedules must maintain or improve departmental productivity, service delivery, or operational outcomes.
2. Staffing Sufficiency: Schedules must ensure adequate staffing to meet operational demands, including coverage during standard operating hours, and customer service requirements. Departments must submit a plan for coverage as part of the approval process.
3. Safety and Legal Compliance: Alternate schedules must adhere to workplace safety regulations and labor laws, including limits on work hours and breaks. For roles involving physical tasks, heavy machinery, or high-risk activities, schedules must minimize fatigue-related risks.
4. Employee Suitability: Employees requesting or assigned to alternate schedules must have a documented record of reliable performance (e.g., satisfactory performance reviews and no recent disciplinary actions) and the ability to manage non-standard hours effectively. Department heads must verify that the employee's role and tasks are compatible with the proposed schedule without compromising quality.
5. Team and Service Continuity: Schedules must provide sufficient overlap for team collaboration, task handoffs, and interdepartmental coordination. Customer-facing services must remain fully accessible and responsive during standard operating hours.
6. Workplace and Public Impact: Alternate schedules must not negatively impact team dynamics, overburden other employees or departments, disrupt workflows, or compromise customer service.
7. Work Hours: The standard workweek for all full-time employees, irrespective of their specific schedule, consists of 40 hours per week. For non-exempt employees, any hours worked beyond 40 per week will be compensated in accordance with FLSA overtime regulations.

b. Approval and Monitoring

1. Approval Process: Department heads must submit a written proposal for alternate schedules to the City Administrator, including a plan for coverage, rationale for operational benefits, and confirmation of compliance with policy criteria. The City Administrator will review proposals within 10 business days and communicate decisions to the department head.
2. Monitoring and Evaluation: Alternate schedules will be reviewed annually by department heads and the City Administrator to ensure continued alignment with operational goals, employee performance, and service quality. Schedules that fail to meet criteria may be discontinued.
3. Temporary Adjustments: The City Administrator may authorize temporary schedule adjustments for seasonal or emergency needs.

This policy offers a traditional framework, carefully balancing departmental flexibility with the need for consistent five-day-a-week in-person coverage. While some municipal employers in the region are already embracing modern approaches like compressed workweeks and seasonal schedules, this policy doesn't fully adopt those methods.

However, it's important for the City to think ahead and proactively adapt to evolving workforce trends. Our goal should be to create a more attractive workplace without negatively impacting finances. Since directly competing with private sector wages isn't realistic, we can significantly enhance both public accessibility and employee well-

being through innovative scheduling. This could look like extending the hours Monday through Thursday, while simultaneously boosting employee satisfaction with progressive options like shorter summer Fridays or designating one weekday solely for internal administrative tasks while being closed to the public. These forward-thinking strategies align with modern workforce expectations and allow us to continue delivering essential community services effectively.

In conclusion, while this policy maintains a conventional structure for now, it's designed to lay the groundwork for future adaptation. It empowers department heads and the City Administrator to assess their operational needs and develop tailored schedules that meet the unique requirements of each department and the community, all while ensuring adequate five-day-a-week coverage. This is an important incremental step, but it also opens the door to more innovative solutions down the road.

Financial Impact: None

Funding Source: N/A

Requested Action: Amend the Handbook to adjust standard work hours and allow alternate schedules.

PERSONNEL: Motion to amend Policy 201 of the Personnel Handbook as presented.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 10.

Agenda Item: Independent Contractor Policy and Insurance Decision

Meeting Date: Personnel Committee on July 21, 2025
Common Council on August 5, 2025

Requested by: Ashley Oliphant, City Administrator

Background:

Policy

The proposed policy standardizes the engagement, management, and oversight of independent contractors. This policy defines independent contractors, establishes a selection process (including bidding, insurance, and licensing), and sets clear approval thresholds for agreements (Common Council for unbudgeted or \$3,000+, City Administrator for smaller budgeted ones after City Attorney review). It also details guidelines for supervision, payment, termination, dispute resolution, confidentiality, and compliance. Adopting this policy will enhance transparency, ensure legal and financial accountability, and mitigate risks exposure.

Insurance Decision

An independent contractor was hired to provide services over the summer of 2025. After providing their services for a period of time, it was determined that they did not possess the required insurance. After providing notification of insurance requirements, the contractor attempted to obtain insurance but determined the cost in doing so would be greater than their earnings from the department.

Due to cost-prohibitive insurance procurement, it must be decided whether to include the contractor under City insurance at a minimal cost (\$2.53 per \$100 of compensation) or terminate them immediately to mitigate liability.

Recommendation:

1. Policy: It is recommended that the Independent Contractor Policy be approved to ensure consistent and effective management of independent contractors.
2. Insurance Decision: It is recommended that the contractor be covered under the City's insurance until August 31, 2025. On that date, the contracted work will either conclude, or the contractor must submit proof of their own required insurance to continue the engagement.

Requested Action:

PERESONNEL:

Motion to recommend to the Council the approval of the proposed Independent Contractor Policy; and

Motion to include the current Tourism Department contractor under the City's insurance until August 31, 2025, and that, effective August 31, 2025, the contracted work shall either terminate, or the contractor shall provide satisfactory proof of their own required insurance for any continued engagement.

Attachment(s):

- Proposed Independent Contractor Policy Draft

INDEPENDENT CONTRACTORS

SECTION 1. PURPOSE

This policy establishes guidelines for the engagement, management, and oversight of independent contractors by the City of Richland Center to ensure compliance with legal, financial, and operational standards while maintaining the integrity of city services.

SECTION 2. SCOPE

This policy applies to all city departments, employees, and contractors involved in the selection, supervision, and termination of independent contractors performing work on behalf of the City of Richland Center.

SECTION 3. DEFINITIONS

1. **Definition of Independent Contractors:** An independent contractor is an individual or entity contracted directly by the City to perform specific tasks or services under a city project or service agreement, operating independently and not as an employee.

SECTION 4. SELECTION PROCESS

1. Independent contractors must be selected through a bidding process or sole-source justification, adhering to the City's procurement policies.
2. All independent contractors must provide proof of insurance, including general liability and workers' compensation, and meet any applicable licensing or certification requirements.
3. Background checks may be required for independent contractors involved in sensitive or public-facing roles, at the discretion of the department head.

SECTION 5. CONTRACTUAL AGREEMENTS

1. Independent contractor agreements must be in writing, reviewed by the City Attorney, and approved by the Common Council if unbudgeted or at a cost of \$3,000 or more; agreements that are budgeted and less than \$3,000 may be approved by the City Administrator after City Attorney review. Agreements shall specify scope of work, payment terms, performance standards, and termination clauses.
2. Independent contractors are required to comply with all applicable federal, state, and local laws, including non-discrimination and tax regulations (e.g., IRS Form 1099 reporting).
3. Indemnification clauses must be included in contractual agreements.

SECTION 6. SUPERVISION AND OVERSIGHT

1. City department heads are responsible for supervising independent contractor performance, with contractors maintaining control over their methods and means of work.
2. Any issues regarding performance, safety, or compliance must be reported to the City Administrator within 48 hours.

SECTION 7. PAYMENT AND FINANCIAL MANAGEMENT

1. Payments to independent contractors shall be processed only after verification of completed work and approval by the department head responsible.
2. All payments must be recorded in the appropriate account and reported for tax purposes.

SECTION 8. TERMINATION OF AGREEMENTS

The City shall reserve the right to terminate independent contractor agreements.

1. **Termination for Convenience:** The City may terminate agreements without cause by providing written notice to the other party.
2. **Termination for Cause:** Agreements may be terminated immediately by either party upon written notice if the other party breaches a material term, becomes insolvent, or engages in unlawful, unethical, or damaging conduct.
3. **Completion of Services:** Agreements will automatically terminate upon the satisfactory completion of the services as defined in the Scope of Work, unless otherwise extended by mutual written agreement.

SECTION 9. DISPUTE RESOLUTION

Disputes with independent contractors shall be resolved through mediation before legal action, with costs shared equally by both parties, unless otherwise agreed upon during mediation.

SECTION 10. CONFIDENTIALITY AND DATA SECURITY

1. Independent contractors must adhere to the City's confidentiality policies and protect sensitive data, including personal information of residents.
2. Any breach of data security must be reported immediately to the City Administrator.

SECTION 11. COMPLIANCE

Non-compliance with this policy may result in suspension or termination of the independent contractor agreement.

SECTION 12. RESPONSIBILITIES

- **City Administrator:** Oversees policy implementation and resolves escalated issues.
- **Department Heads:** Ensure compliance within their departments and report issues to the City Administrator.
- **Employees:** Report concerns about independent contractor performance to their supervisors promptly.

SECTION 13. REVIEW AND AMENDMENT

This policy shall be reviewed and amended by the Personnel Committee as needed.

SECTION 14. EFFECTIVE DATE

This policy takes effect on [XX/XX/2025]. Any engagements with independent contractors initiated prior to this date shall be governed by existing policies until completion or renewal, unless otherwise specified by the City Administrator.

ADOPTED by the Common Council of the City of Richland Center on this 6th day of May by the following votes: AYES _____, NOS _____.

Todd Coppernoll, Mayor

Attest:

Amanda Keller, Clerk

DRAFT

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Item 11.

Agenda Item: Legal Services Agreement

Meeting Date: Personnel Committee on July 21, 2025

Requested by: Ashley Oliphant, City Administrator

Background: With insurance costs continuing to rise, a Health Insurance Opt-Out Incentive Program concept was developed for consideration as a potential cost control mechanism within the Wisconsin ETF State Group Health Insurance Program. However, an informal employee survey indicates low interest. If the program were to be implemented, current responses suggest that this could lead to additional costs if employees receive incentives to continue opting out.

Currently, the City has **35 employees eligible for insurance coverage** (excluding City Utilities).
Of these 35:

- **8 employees decline coverage.**
 - Two of these eight receive coverage through a spouse who is also a City employee.
- **27 employees currently receive coverage.**
 - 5 employees have single plans.
 - 22 employees have family plans.

Anticipated Changes for 2026:

- We expect two of the eight employees who currently decline coverage to request it in 2026.

City's 2025 Insurance Costs:

- **Single Plans:** Just over \$58,000 for the 5 employees.
- **Family Plans:** Approximately \$636,000 for the 22 employees.

Requested Action: Informational only.

Attachment(s):

- Health Insurance Opt-Out Incentive Program Draft

Health Insurance Opt-Out Incentive Program

Overview

The City of Richland Center, as a participant in the Wisconsin Department of Employee Trust Funds (ETF) State Group Health Insurance Program, offers an opt-out incentive program to eligible employees who decline health insurance coverage under the ETF plan. This program is structured within a Section 125 cafeteria plan to ensure compliance with federal and state regulations, including the Affordable Care Act (ACA), Medicare Secondary Payer (MSP) rules, and Wisconsin insurance laws. The program provides a taxable cash incentive of \$2,000 annually for employees eligible for single coverage or \$4,000 annually for employees eligible for family coverage, provided they have alternative minimum essential coverage (MEC).

Program Details

1. Eligibility

To qualify for the opt-out incentive, employees must meet the following criteria:

- Be eligible for the Wisconsin Retirement System (WRS) Benefits Package.
- Be eligible for employer premium contributions under the ETF State Group Health Insurance Program.
- Provide reasonable evidence (e.g., self-certification or proof of coverage) that they and their tax family have or will have MEC from another source (e.g., a spouse's employer-sponsored plan) for the plan year. The City will not make payments if it knows or has reason to know the employee lacks such coverage.
- Not be covered as a dependent under the ETF State Group Health Insurance Program (e.g., through a spouse's state or municipal employment).
- Enroll in the opt-out program during the Annual Benefits Enrollment (ABE) period or upon a qualifying life event.

2. Incentive Amount and Payment

- **Amount:**
 - \$2,000 annually for employees eligible for single coverage, prorated and paid evenly over 24 pay periods (\$83.33 per pay period).
 - \$4,000 annually for employees eligible for family coverage, prorated and paid evenly over 24 pay periods (\$166.67 per pay period).
- **Tax Treatment:** The incentive is taxable income, reported on the employee's W-2 form, and is not considered WRS earnings for retirement calculations.
- **Section 125 Cafeteria Plan:** The incentive is offered as a taxable cash benefit under the City's Section 125 cafeteria plan, allowing employees to choose between enrolling in the

ETF health plan (non-taxable benefit) or receiving the cash incentive (taxable). This structure avoids constructive receipt issues under IRS rules.

3. Enrollment Process

- **Annual Enrollment:** Employees must enroll annually during the ETF's ABE period (e.g., September 30–October 25 for the following plan year) by submitting a Health Insurance Application/Change Form (ET-2301) to the City's HR department, indicating their intent to opt out, specifying whether they qualify for single or family coverage, and providing evidence of alternative MEC.
- **Qualifying Life Events:** Employees may enroll mid-year if they experience a qualifying life event (e.g., marriage, birth of a child, loss of other coverage) by submitting the ET-2301 form within 30 days of the event.
- **Verification:** The City will verify alternative MEC annually or upon enrollment, using self-certification or documentation (e.g., insurance card, letter from other employer's plan), and confirm the employee's eligibility for single or family coverage based on ETF guidelines.

4. Impact on Other Benefits

- **Sick Leave Conversion:** Employees who opt out will not have unused sick leave credits converted to pay for health insurance premiums upon retirement or death unless they reenroll in the ETF State Group Health Insurance Program before retirement.
- **Dental Benefits:** Employees who opt out are ineligible for Uniform Dental benefits but may enroll in Preventive Dental or supplemental dental plans during the ABE period.
- **Other Benefits:** Opting out does not affect eligibility for other ETF benefits (e.g., life insurance, income continuation insurance), subject to their respective eligibility rules.

5. Reenrollment in Health Plan

- Employees may reenroll in the ETF State Group Health Insurance Program during the ABE period or within 30 days of a qualifying life event (e.g., loss of alternative coverage). Upon reenrollment:
 - Opt-out incentive payments cease, and any remaining annual incentive is prorated based on the number of pay periods the employee was opted out.
 - Employees must notify the City's HR department and submit the ET-2301 form to reenroll.

6. Compliance with Federal and State Regulations

- **ACA Affordability:** The \$2,000 (single coverage) or \$4,000 (family coverage) incentive is included in ACA affordability calculations for employees who opt out and those who enroll in the health plan, ensuring compliance with the employer shared responsibility

mandate. The City will ensure the health plan remains affordable (employee contribution for single coverage does not exceed 9.5% of household income, indexed annually).

- **Medicare Secondary Payer (MSP):** The incentive is offered uniformly to all eligible employees, regardless of Medicare eligibility, to avoid MSP violations. The City will not target Medicare-eligible employees with incentives to decline coverage.
- **Nondiscrimination:** The incentive is available to all eligible employees without regard to health status, age, or other protected factors, in compliance with ACA, HIPAA, and Wisconsin Statutes § 632.746.
- **Tax Compliance:** The incentive is processed as taxable income through payroll, with appropriate withholding for federal and state taxes, and reported on Form 1095-C and W-2.
- **Wisconsin Insurance Laws:** The program complies with Wisconsin Statutes § 632.749 (prohibiting unauthorized payroll deductions) and § 632.897 (continuation coverage rights). Employees who opt out and later lose alternative coverage are informed of their right to reenroll or access continuation coverage.
- **FLSA and Wage Laws:** The incentive is treated as wages for FLSA overtime calculations, and the City ensures compliance with Wisconsin wage laws by obtaining written employee authorization for any payroll-related actions.

7. Administrative Responsibilities

- **Financial Officer:**
 - Administers the program, including enrollment, verification of alternative MEC, confirmation of single or family coverage eligibility, and payroll processing.
 - Provides employees with clear communication about the program, including tax implications, impact on sick leave conversion, and reenrollment rights.
 - Files IRS Form 1095-C annually to report health coverage offers and opt-out incentives.
- **Employee Responsibilities:**
 - Submit the ET-2301 form, specify single or family coverage eligibility, and provide evidence of alternative MEC during enrollment.
 - Notify the Financial Director of any changes in coverage status (e.g., loss of alternative MEC) within 30 days.
 - Acknowledge the impact on sick leave conversion and other benefits in writing during enrollment.

8. Program Review and Updates

- The City will review the program annually to ensure compliance with ETF guidelines, federal regulations (e.g., ACA, MSP), and Wisconsin laws.
- Changes to the incentive amounts, eligibility criteria, or processes will be communicated to employees during the ABE period or as required by law.
- The City will consult legal and benefits counsel to address any regulatory updates, such as changes to ACA affordability thresholds or MSP guidance.

Employee Acknowledgment

Employees must sign an acknowledgment form during enrollment, confirming:

- Understanding of the taxable nature of the incentive (\$2,000 for single coverage or \$4,000 for family coverage).
- Awareness of the impact on sick leave conversion and other benefits.
- Commitment to maintain alternative MEC for the plan year.
- Responsibility to notify the City of any changes in coverage status.

Contact Information

For questions or assistance, contact the Financial Officer at treasurer@richlandcenterwi.gov or (608) 647-3466. Additional resources are available through the ETF website (etf.wi.gov) or by calling ETF at 1-877-533-5020.