



OFFICIAL PUBLIC NOTICE

MEETING OF THE COMMON COUNCIL

TUESDAY, FEBRUARY 04, 2025 AT 6:30 PM

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

TEAMS bit.ly/RCTeamsMeeting

AGENDA

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

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

- [1.](#) Meeting Minutes

APPROVAL OF AGENDA

CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS

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

TREASURER'S REPORT

- [2.](#) City Treasurer's Report
- [3.](#) City Utilities Treasurer's Report

PAYMENT OF BILLS

- [4.](#) Bills for Approval

ITEMS FOR DISCUSSION AND ACTION

- [5.](#) Request from RCHS's Youth4Change and the Partners for Prevention Coalition to Develop Model Ordinance to Support Tobacco Free Parks
- [6.](#) Repeal and Replace Chapter 40 Fixing the Boundaries of the Wards and the Aldermanic Districts of the City and Establishing a Single Reporting Unit
- [7.](#) Resolution 2025-01 Combining Wards into a Single Reporting Unit
- [8.](#) Poll Workers for the 2025 Elections
- [9.](#) Renaming of the Richland Center Landfill

FINANCE COMMITTEE RECOMMENDATIONS AND ACTION (CAIRNS)

- [10.](#) Sale of Snocrete Loader Mount Snow Blower from Public Works Fleet
- [11.](#) Sale of Virnig Skidsteer Attachment Snowblower from Public Works Fleet
- [12.](#) Purchase of Husqvarna Automower 550 EPOS Robot Mower
- [13.](#) Landfill Monitoring Services Agreement
- [14.](#) Resolution 2025-2 WEDC Community Development Investment Grant for Wild Honey Collective, LLC
- [15.](#) Waste Management Fees

PUBLIC SAFETY COMMITTEE RECOMMENDATIONS AND ACTION (MELBY)

- [16.](#) Class C Wine License for AD German Warehouse
- [17.](#) Temporary Class B Retailer License for Richland County Performing Arts Council for Front Porch Comedy Show with Jeremy Nunes on February 15, 2025 at 182 N Central Avenue

PUBLIC WORKS COMMITTEE RECOMMENDATIONS AND ACTION (MELBY)

18. City Management of Veterans Memorial at City Hall

PARK BOARD RECOMMENDATIONS AND ACTION (Chambers)

19. Chrome Fireworks and Displays LLC Contract

PLANNING COMMISSION RECOMMENDATIONS AND ACTION (Coppernoll)

20. Application of Bindl Tire & Auto for a Conditional Use Permit to Allow an Auto Repair Garage or Facility at 243 E Court St (Tax Parcel ID 276-2100-0930)
21. Application of Guru Ramdas Shaa LLC for a Conditional Use Permit to Allow an Auto Repair Garage or Facility at 789 Sextonville Rd (Tax Parcel ID 276-2100-7581)

APPOINTMENTS TO COMMITTEES, COMMISSIONS, BOARDS AND CONFIRM APPOINTMENTS

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

CLOSED SESSION - Financial Officer & Public Investment of Funds

22. The Chair may entertain a motion to enter closed session pursuant to Wis. Stat., 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
23. Reconvene in open session pursuant to Wisconsin Stat, Sec 19.85(2) to vote on matters discussed during closed session. Roll call vote if motion is not unanimous.

ADJOURNMENT

Posted this 31st day of January, 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.

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

CALL TO ORDER: Meeting was called to order by Mayor Coppernoll at 6:30 PM. Members present were Ron Fruit, Karin Tepley, Tom McCarthy, Mark Chambers, Kevin Melby, Melany Walters, Steve Downs, and Ryan Cairns. Absent: None.

APPROVAL OF MINUTES: Motion by Alderperson Melby to waive the reading and approve the minutes of the December 3, 2024 regular and December 10, 2024 Special Session meetings as presented. Seconded by Downs. Motion carried unanimously.

APPROVAL OF AGENDA: Motion by Alderperson Tepley to approve the Council agenda. Seconded by McCarthy. Motion carried unanimously.

CITY AND UTILITY DEPARTMENT HEAD REPORTS AND CONCERNS:

Utility Manager Scott Gald reported a reduction in the wastewater bill from \$16 to \$14 per thousand starting in January. Multiple departments are collaborating on projects, including fiber distribution with Frontier. The city has been using the grapple for various utility needs and plans to remove 40 trees from parks. Cross training among in the Utility Office is underway with no plans to rehire an accounting coordinator. Audit work beginning this week, and park lights will be removed with the help of electric staff.

Zoning Administrator Matt Williams reported ongoing efforts improve records management for the department. Through this process some expired conditional use permits were identified, and the parties involved have been cooperative in working towards resolving these issues.

Director Jasen Glassbrenner reported on economic development efforts, emphasizing collaboration with the Wisconsin Economic Development Corporation (WDC) on community investment grants. A grant for Rockbridge is nearing closure after the final payment is received. A preliminary application for funds to redevelop the old Gables restaurant is in progress and will go before the Council for approval. Additionally, solicitation proposals for potential hotel development in the Orange Street area have been published.

Director Glassbrenner also reported the Public Works responsibility of snow and ice removal, noting the rapid wear of equipment like snowplow blades, necessitating frequent replacements. The department is planning to streamline mowing and park facilities maintenance efforts.

Clerk Amanda Keller announced that the Clerk's office has collaborated with the county to implement a new online property tax payment system. She also reminded the Council and the public about the upcoming elections: the Spring Primary scheduled for February 18th and the Spring Election on April 1st, during which four Council positions will be available for election.

City Administrator Ashley Oliphant reported current open positions at the City: Buildings and Grounds Crew Lead, Financial Officer, and a part-time Recreational Scorekeeper.

MAYOR AND ALDERPERSONS:

Alderperson Ron Fruit reported from the Tourism Commission that the Township of Henrietta has adopted a room tax and the Village of Cazenovia is finalizing a similar measure soon. Fruit also emphasized the need for maintaining the Pine River as Mark McCauley will no longer be continuing to manage the Pine River Paddle although a local person has expressed interest in taking on the business.

Alderperson Karin Tepley reported Library Director Stacy Pilla was appointed to the Governance Board of the PARTNER school and continues with Real pilot program in partnership with CESA 3. Mary Peterson-Smith has resigned but will remain involved in other capacities; her position will be posted soon. Tepley also reported the

Historical Preservation has received an email confirming progress on the Governor Vernon Thomson Memorial plaque.

Item 1.

Aldersperson Melony Walters expressed appreciation for all city employees and acknowledged their daily efforts to continue advancing the City of Richland Center.

Aldersperson Kevin Melby announced that Partners in Prevention received their second five-year grant to educate young people on making healthy choices. A key focus has been compliance checks for alcohol sales and recent efforts have improved this rate to 90%.

Aldersperson Steve Downs requested an agenda item the following month to discuss renaming of the Municipal Landfill.

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

PAYMENT OF BILLS: Motion by Aldersperson Tepley to pay the January 7, 2025 bills as presented. Seconded by Aldersperson Melby. Motion carried 8-0.

FINANCE COMMITTEE RECOMMENDATIONS AND ACTION

5. **Purchase of a New Chipper for Public Works:** Aldersperson Cairns Reported the Public Works Department and Utilities will share the cost of the new chipper. The current chipper is 25 years old but will be sold once replaced. Two bids were received and reviewed by Public Works, Utilities, and the Finance Committee which recommended the purchase of a Bandit CB90 from Brooks Tractor for \$29,754.60 based on compatibility with existing equipment. Motion by Aldersperson Cairns to approve the purchase of a new Bandit CB90 from Brooks Tractor for approximately \$29,754.60 using funds from the budgeted 2025 Outlay. Seconded by Tepley. Motion carried 8-0.
6. **Sale of 2011 Zamboni 200 from Buildings & Grounds Equipment Fleet:** Aldersperson Ryan Cairns reported Public Works Director Jasen Glasbrenner continues to review Building and Grounds equipment and identified a 2011 Zamboni 200 which has gone unused for years and valued at approximately \$16,000 to be sold through Wisconsin Surplus. Motion by Aldersperson Cairns to approve the sale of a 2011 Zamboni 200. Seconded by Melby. Motion carried 8-0.
7. **Sale of 2011 Ford F350 Truck from Buildings & Grounds Fleet:** Motion by Aldersperson Cairns to approve the sale of a 2011 Ford F350 Truck. Seconded by Downs. Motion carried 8-0.
8. **Cost Share for Airport Runway Repair:** Aldersperson Cairns reported the airport runway requires a crack seal repair. The Public Works and Finance Committees recommended approving \$4,000 from the Airport Capital Outlay Account to get preliminary work done which will be an 80/20 State/Sponsor split. Motion by Aldersperson Cairns to approve the \$4,000 Sponsor commitment for the Richland Center Airport 2025 crack seal project. Seconded by Tepley. Motion carried 8-0.
9. **2025 Contract Award for the Shared Ride Taxi Program:** City Administrator Ashley Oliphant reported the existing Shared Ride Taxi contract expired due to delays with the RFP process and a Special Session has been scheduled for January 15, 2025 to establish a new contract. Without an active contract, the city is ineligible for grant reimbursement. To avoid service disruption, the city may consider funding the taxi program temporarily, with a request to approve up to \$10,000 from unallocated contingency funds until the new contract is in place. Motion by Aldersperson Walters to allocate up to \$10,000 from unallocated contingency to fund the Shared Ride Taxi Service until January 15, 2025. Seconded by Tepley. Motion carried 8-0.

PERSONNEL COMMITTEE RECOMMENDATIONS AND ACTION

10. **Public Outreach Services Contract with SWWRPC:** Aldersperson Walters reported the City has been working with Southwest Wisconsin Regional Planning Commission for public outreach associated

with ongoing projects and is now looking to establish a six-month contract, amounting to \$3,350, that will encompass the creation of press releases, radio content, and social media communications aimed at keeping the public informed in collaboration with the county to improve information sharing. Administrator Oliphant confirmed funding for these services is allocated in the 2025 budget under community development miscellaneous expenses, with the possibility of reassessing the contract's continuation after the initial six-month period. Motion by Alderperson Walters to approve the Contract between the City and Southwest Wisconsin Regional Planning Commission for Public Outreach Services until June 30, 2025, not to exceed the cost of \$3,350 funded from Community Development Miscellaneous budget. Seconded by Downs. Motion carried 7-1.

Item 1.

11. **Reclassification of Municipal Services Specialist from a Limited Term to a Permanent Position:** Alderperson Walters reported that Jasen Glasbrenner has assumed a dual role as both Public Works Director and Economic Development Director, a change recognized by the Personnel Committee as necessitating additional administrative support. Darcy Perkins, initially hired for a limited-term position, has exhibited exceptional performance and initiative. She continues to make significant contributions by supporting Director Glasbrenner and both departments. The current budget allows for the transition of her role to a permanent hourly position without requiring additional funding. Motion by Alderperson Walters to approve the reclassification of the Municipal Services Specialist from a limited term position to a permanent position effective January 1, 2025. Seconded by McCarthy. Motion carried 8-0.

PLANNING COMMISSION RECOMMENDATIONS AND ACTION

12. **Application of Richland Hospital for a Conditional Use Permit to Allow a Pharmacy at 451 N Park St (Tax Parcel ID 276-1696-0900):** Mayor Todd Coppernoll reported the Richland Hospital sought clarification on permit requirements to open a pharmacy in their building where there had been one previously. Zoning Administrator Williams determined the hospital is zoned as residential and therefore requires a conditional use permit for the new pharmacy. The Planning Commission reviewed the request and unanimously recommended approval. Motion by Alderperson Downs to approve the Application of Richland Hospital for a Conditional Use Permit to Allow a Pharmacy at 451 N Park St (Tax Parcel ID 276-1696-0900). Seconded by Walters. Motion carried unanimously.
13. **Application of Richland County for a Conditional Use Permit to Allow a Communication Structure on Tax Parcel ID 276-2101-0100 (Tower Hill):** Zoning Administrator Matt Williams reported Richland County is seeking to house a new communication system on Tower Hill to enhance the police and emergency services. The structure will accommodate essential equipment, including wiring, repeaters, and a satellite tower. The Planning Commission reviewed the Conditional Use Permit application, held a public hearing, and unanimously recommend its approval. Motion by Alderperson Melby to approve the application of Richland County for a Conditional Use Permit to Allow a Communication Structure on Tax Parcel ID 276-2101-0100 (Tower Hill). Seconded by Downs. Motion carried 8-0.

PUBLIC SAFETY COMMITTEE RECOMMENDATIONS AND ACTION

14. **2025 Municipal Taxi Licenses:** Motion by Alderperson Melby to approve the 2025 Municipal Taxi License for Running Inc. and Towne Taxi. Seconded by Downs. Motion carried 8-0.

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

PUBLIC COMMENT:

Suzanne Fish reported that the Symon's Rec Foundation is hosting a free two-hour swim event for children on January 25th, featuring inflatable pool rafts, music, and popcorn. The event aims to attract families and encourage

community participation, offering a unique opportunity to use rafts usually reserved for private parties. Organiza
hope for a strong turnout.

Item 1.

Tony Burke expressed concerns about the Shared Ride Taxi RFP process and communication barriers he felt, highlighting financial challenges and need for better services for elderly and disabled residents. Mr. Burke also requested clarity on the decision-making process.

Heidi Shiere voiced dissatisfaction with the current transit services, citing difficulties in reaching taxi services. She expressed frustration with the lack of communication and assistance from transit supervisors.

ADJOURNMENT: Motion by Alderperson Tepley to adjourn. Seconded by Walters. Motion carried unanimously at 7:42 PM.

Meeting Minutes Recorded by Clerk Amanda Keller

CITY OF RICHLAND CENTER - TREASURER'S REPORT				
12/31/2024				
FUNDS	BEG/MO BAL	RECEIPTS	DISBURSEMENTS	END/MO BAL
<i>Deposits</i>				
<i>Disbursements</i>				
City General Unassigned:	\$ 226,854.78	\$ 700,254.52	\$ 616,453.86	\$ 310,655.44
State Investments #1 Unassigned	\$ 4,792,896.38	\$ 17,709.06	\$ 400,000.00	\$ 4,410,605.44
Property Tax Account (partial unassigned)	\$ 66,379.64	\$ 1,493,421.65		\$ 1,559,801.29
#2 Landfill long term care (for landfill issues)	\$ 640,361.47	\$ 2,498.02		\$ 642,859.49
#3 TIF-Panorama Estates (TIF 6)	\$ 271,540.98	\$ 1,059.27		\$ 272,600.25
#6 TIF 2-5 (only #4)	\$ 147,798.47	\$ 576.56		\$ 148,375.03
RLF Business Savings	\$ 181,206.37	\$ 89.36		\$ 181,295.73
RLF Business Checking	\$ 1,669.45			\$ 1,669.45
RESTRICTED FUNDS: (by outside entity)				
CDBG Housing RLF	\$ 162,904.45	\$ 533.31		\$ 163,437.76
Landfill Long Term Care CD to 2045	\$ 312,446.39			\$ 312,446.39
Landfill Long Term Care CD to 2045	\$ 308,269.29			\$ 308,269.29
Library Checking	\$ 273,491.59	\$ 1,483.71	\$ 31,333.49	\$ 243,641.81
Room Tax	\$ 49,732.41	\$ 93.10	\$ 33,410.04	\$ 16,415.47
Greater Richland Tourism	\$ 39,272.36	\$ 17,948.50	\$ 17,097.61	\$ 40,123.25
Redevelopment Authority	\$ 72,481.57	\$ 237.15		\$ 72,718.72
#5 Renew RC Loan Program-Affordable Housing	\$ 833,522.37	\$ 3,251.53		\$ 836,773.90
Renew RC Loan Program-Checking	\$ 60,008.39	\$ 196.34		\$ 60,204.73
COMMITTED: (by resolution of the Council)				
#4 Projects committed	\$ 1,755,646.39	\$ 6,848.70		\$ 1,762,495.09
ASSIGNED: (for specific use, not assigned)				
Cemetery CDs	\$ 4,939.41	\$ 2.70		\$ 4,942.11
Centennial Committee	\$ 2,852.30	\$ 9.33		\$ 2,861.63
Canine Fund	\$ 47,855.10			\$ 47,855.10
Park/Rec/Comm Center	\$ 11,868.03	\$ 38.83		\$ 11,906.86
Aquatic Center	\$ 149,923.84	\$ 50,034.91		\$ 199,958.75
LOANS				
Loans:	Total Debt	Annual Payment	Final Payment due	12/31/2024 Balance
Richland County Bank (2%)	\$ 200,000.00	\$ 55,000.00	2024	\$ 200,000.00
WPPI (no interest)	\$ 13,913.06	\$ 5,059.44	10/28/2027	\$ 8,853.62
State Trust Fund Loan - Panorama Est TIF 6 (3.5%)	\$ 13,949.14	\$ 41,567.70	3/15/2021	\$ 13,949.14
Bonding - Panorama Estates TIF 6 (1.8%)	\$ 795,000.00	\$ 21,285.00	4/1/2037	\$ 795,000.00
CFB Haseltine 389,390/Westside Dr 362,610 (2.7%)	\$ 602,000.00	\$ 67,117.10	4/1/2028	\$ 602,000.00
<i>Aquatic Center Bonding (20 Years)</i>	\$ 4,090,000.00	\$ 295,486.25	8/1/2038	\$ 4,090,000.00
	\$ 5,714,862.20	\$ 485,515.49		\$ 5,709,802.76
Debt Capacity \$15,155,950 (2019 audit)	38%			38%
Max recommendation 65% = \$9,851,367				
Note Transfers are made between Funds that are accounted for in both Receipts and Disbursements				

Item 2.

CITY OF RICHLAND CENTER					
Utility Report - Month January 31, 2025					
FUNDS	TREASURER BAL		TOTAL	DISBURSEMENTS	TREASURER BAL
	BEG OF MONTH	RECEIPTS			END OF MONTH
GARBAGE		21,830.89			
PUBLIC BENEFIT		3,567.62			
ELECTRIC UTILITY	1,019,815.57	775,465.77	1,820,679.85	818,632.00	\$ 1,002,317.85
WATER UTILITY	444,778.92	149,116.11	593,895.03	86,961.02	\$ 506,934.01
SEWER UTILITY	243,274.97	293,552.75	536,827.72	196,962.95	\$ 339,864.77
Fund	Total	Location	% Interest		
Electric	187,091.19	State/LGIP	Variable 4.61		
Electric Replacement Fund	552,562.69	State/LGIP	Variable 4.61		
Electric Bond Fund	358,881.06	State/LGIP	Variable 4.61		
Electric	237,446.76	State/LGIP	Variable 4.61		
Electric - AMI	710,624.36	State/LGIP	Variable 4.61		
Total Electric	2,046,606.06				
Water	724,912.74	State/LGIP	Variable 4.61		
Water Replacement Fund	361,089.71	State/LGIP	Variable 4.61		
Water - Clean Wa Loan#8-2028	86,200.68	State/LGIP	Variable 4.61		
Water - Reservoir Loan#5-2039	107,259.45	State/LGIP	Variable 4.61		
Water - AMI	204,302.39	State/LGIP	Variable 4.61		
Water DNR Loan	10.00	Richland Co Bank			
Total Water	1,483,774.97				
WWTP Replacement Fund	1,571,188.37	State/LGIP	Variable 4.61		
WWTP	320,213.02	State/LGIP	Variable 4.61		
WWTP Bond Fund	159,368.70	State/LGIP	Variable 4.61		
USDA Reserve Acct	625,000.00	State/LGIP	Variable 4.61		
WWTP -RATE STABILIZATION	827,988.60	State/LGIP	Variable 4.61		
USDA 2015 Bond Fund	253,865.41	Peoples Bank			
Total WWTP	3,757,624.10				
	7,288,005.13				
Unrestricted					
Electric	\$ 1,002,317.85				
Water	506,934.01				
WWTP	339,864.77				
TOTAL UNRESTRICTED FUNDS	1,849,116.63				
Restricted - Restricted Funds are for Projects, Bond Payments and Equipment Replacement					
Electric	2,046,606.06				
Water	1,483,774.97				
WWTP	3,756,917.58				
TOTAL RESTRICTED FUNDS	7,287,298.61				

Report Criteria:

Invoices with totals above \$0.00 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "10-10000-000"-10-99999-999"

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
ABT SWAYNE LAW LLC					
ABT SWAYNE LAW LLC	01/28/2025	ATTORNEY FEES-ADMINISTRAT	10-51700-570 ATTORNEY/FEES	456.00	
ABT SWAYNE LAW LLC	01/28/2025	ATTORNEY FEES	10-51700-570 ATTORNEY/FEES	1,870.00	
ABT SWAYNE LAW LLC	01/28/2025	12/09/24 Symons mtg with board	10-51700-570 ATTORNEY/FEES	100.00	
ABT SWAYNE LAW LLC	01/28/2025	council mtg, police reports, RFP r	10-51700-570 ATTORNEY/FEES	1,080.00	
Total ABT SWAYNE LAW LLC:				3,506.00	
AFLAC					
AFLAC	01/16/2025	AFLAC AFLAC AFTER TAX Pay	10-22240-000 EMPLOYEE SHA	36.85	
AFLAC	01/16/2025	AFLAC AFLAC PRE TAX Pay Pe	10-22240-000 EMPLOYEE SHA	48.62	
Total AFLAC:				85.47	
ALL AMERICAN DO IT CENTER					
ALL AMERICAN DO IT CE	01/07/2025	Sanding picnic tables\	10-51850-440 BLDG-PROP/EQU	37.48	
ALL AMERICAN DO IT CE	01/10/2025	SIDE BOARDS FOR DUMP TUR	10-54200-420 ROADWAYS/TRU	39.55	
Total ALL AMERICAN DO IT CENTER:				77.03	
ALLIANT ENERGY/WPL					
ALLIANT ENERGY/WPL	01/02/2025	28929 Co Rd BA hanger	10-54900-321 AIRPORT/TERMI	111.39	
ALLIANT ENERGY/WPL	01/15/2025	street lights 14-walmart	10-54230-320 SIGNS/UTILITIES	15.87	
ALLIANT ENERGY/WPL	01/10/2025	28694 Co Hwy B Runway/t	10-54900-320 AIRPORT/RUNWA	262.79	
ALLIANT ENERGY/WPL	01/13/2025	23595 S State Hwy 80 Shlter	10-55300-655 B&G/SHELTER E	19.00	
ALLIANT ENERGY/WPL	01/10/2025	28694 Co Hwy B Hanger	10-54900-322 AIRPORT/HANGA	54.81	
Total ALLIANT ENERGY/WPL:				463.86	
AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVI	01/21/2025	Passenger side mirror	10-54200-420 ROADWAYS/TRU	29.99	
AMAZON CAPITAL SERVI	01/21/2025	welding helmet	10-54100-510 GARAGE/TOOLS	68.99	
AMAZON CAPITAL SERVI	01/21/2025	Pressuer washer part	10-54100-510 GARAGE/TOOLS	56.99	
Total AMAZON CAPITAL SERVICES:				155.97	
American Heritage Life Insurance Company					
American Heritage Life Ins	01/16/2025	SUPPLEMENTAL INSURANCE	10-22250-000 EMPLOYEE SHA	146.79	
Total American Heritage Life Insurance Company:				146.79	
ASSURITY LIFE INSURANCE COMPANY					
ASSURITY LIFE INSURAN	01/16/2025	ASSURITYPOSTTAX Pay Period	10-22250-000 EMPLOYEE SHA	76.15	
Total ASSURITY LIFE INSURANCE COMPANY:				76.15	
AUTO VALUE PARTS STORES					
AUTO VALUE PARTS STO	01/03/2025	Tub, terminal lug, welding	10-54200-420 ROADWAYS/TRU	190.55	
AUTO VALUE PARTS STO	01/10/2025	brake cleaner, mudflap, etc	10-54100-520 GARAGE/SUPPLI	175.03	
Total AUTO VALUE PARTS STORES:				365.58	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
AXON ENTERPRISE, INC					
AXON ENTERPRISE, INC	01/09/2025	software renewal	10-52100-480 POLICE/MAINT A	7,500.00	
Total AXON ENTERPRISE, INC:				7,500.00	
BADGER WELDING SUPPLY, INC					
BADGER WELDING SUPP	12/31/2024	MONTHLY CYLNINDER RENTAL	10-54100-520 GARAGE/SUPPLI	38.75	
Total BADGER WELDING SUPPLY, INC:				38.75	
BINDL TIRE & AUTO, LTD					
BINDL TIRE & AUTO, LTD	01/23/2025	tire tub for unit #27 skid steer	10-54200-440 ROADWAYS/EQUI	43.00	
Total BINDL TIRE & AUTO, LTD:				43.00	
BUENA VISTA TOWNSHIP					
BUENA VISTA TOWNSHIP	01/01/2025	006-0643-1000 TAX 28929 COU	10-14500-000 A/R - GENERAL R	1,533.57	01/31/25
Total BUENA VISTA TOWNSHIP:				1,533.57	
CARROT-TOP INDUSTRIES IN					
CARROT-TOP INDUSTRIE	12/17/2024	flag	10-51850-525 BLDG-PROP/FLA	200.97	
Total CARROT-TOP INDUSTRIES IN:				200.97	
CHROME FIREWORKS AND DIS					
CHROME FIREWORKS A	11/20/2024	06/28/2025 friework show deposit	10-55200-220 COMM CTR/FIRE	7,500.00	
Total CHROME FIREWORKS AND DIS:				7,500.00	
COMPUTER DOCTORS LLC					
COMPUTER DOCTORS L	01/01/2025	SOPHOS CENTRAL INTERCEPT	10-51400-580 DATA PROC/PRO	1,336.80	01/09/25
COMPUTER DOCTORS L	01/07/2025	laptop work for Ron Fruit	10-51400-560 DATA PROC/CON	75.00	
Total COMPUTER DOCTORS LLC:				1,411.80	
COPERS, LLC					
COPERS, LLC	12/30/2024	2025 technical support	10-52100-480 POLICE/MAINT A	1,480.00	
Total COPERS, LLC:				1,480.00	
Delta Dental					
Delta Dental	01/01/2025	Feb 2025 Dental & Vision Insuran	10-22270-000 EMPLOYEE SHA	491.00	01/17/25
Delta Dental	01/01/2025	Feb 2025 Dental & Vision Insuran	10-14500-000 A/R - GENERAL R	133.68	01/17/25
Delta Dental	01/01/2025	Feb 2025 Dental & Vision Insuran	10-51900-170 PERSONNEL/EM	14.80	01/17/25
Total Delta Dental:				639.48	
Diana Lucas					
Diana Lucas	01/09/2025	refund for gym and kitchen use	10-46500-000 COMMUNITY CE	151.50	
Total Diana Lucas:				151.50	
Donovan Higgins Van Vleet					
Donovan Higgins Van Vleet	01/23/2025	refund of overpayment	10-44410-000 PARKING TICKET	10.00	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
Total Donovan Higgins Van Vleet:				10.00	
EHLERS BOND TRUST SERVICES CORPORATION					
EHLERS BOND TRUST S	12/11/2024	REF 333690 - INTEREST	10-58400-920 PANORAMA/I- 201	50,175.00	01/15/25
Total EHLERS BOND TRUST SERVICES CORPORATION:				50,175.00	
EHLERS INC					
EHLERS INC	01/09/2025	DEC 2024 services - disclsoure re	10-56400-290 TIF/CONSULTANT	850.00	
EHLERS INC	01/09/2025	DEC 2024 services - Panorama e	10-56500-560 ECON DEV/CONT	600.00	
EHLERS INC	01/09/2025	DEC 2024 services - JRB	10-56400-290 TIF/CONSULTANT	2,500.00	
Total EHLERS INC:				3,950.00	
Eric Ayala					
Eric Ayala	01/23/2025	refund	10-44410-000 PARKING TICKET	20.00	
Total Eric Ayala:				20.00	
FARRELL EQUIPMENT & SUPP					
FARRELL EQUIPMENT &	12/17/2024	water tank & sprayer	10-54100-510 GARAGE/TOOLS	264.98	
Total FARRELL EQUIPMENT & SUPP:				264.98	
FIRST ADVANTAGE OCC HEAL					
FIRST ADVANTAGE OCC	12/31/2024	drug testing	10-53200-390 DRUG-ALCL/MIS	202.08	
Total FIRST ADVANTAGE OCC HEAL:				202.08	
FRONTIER					
FRONTIER	01/09/2025	01-09 thru 02-08 charges	10-54900-300 AIRPORT/TELEP	108.70	
FRONTIER	01/09/2025	01-09 thru 02-08 charges	10-54900-300 AIRPORT/TELEP	108.70	
FRONTIER	01/01/2025	TELEPHONE / FAX / CELL	10-52100-300 POLICE/TELEPH	10.70	
FRONTIER	01/08/2025	01-08 thru 02-07 charges	10-54500-300 LANDFILL/TELEP	96.69	
Total FRONTIER:				324.79	
GENUINE TELECOM					
GENUINE TELECOM	01/01/2025	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	01/09/25
GENUINE TELECOM	11/01/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	11/01/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	12/01/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	12/01/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	01/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	01/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	02/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	02/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	03/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	03/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	04/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	04/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	05/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	05/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	06/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	06/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	07/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
GENUINE TELECOM	07/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	08/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	08/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	09/20/2024	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	09/20/2024	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	12/20/2023	CLERK VISITOR (608)649-3376	10-51300-300 CLK TREAS/TELE	35.38-	
GENUINE TELECOM	12/20/2023	TOURISM/VISITOR CTR (608)64	10-51825-300 RR DEPOT/PHON	35.38	
GENUINE TELECOM	01/01/2025	608 647-8126 PHONE BILL	10-52100-300 POLICE/TELEPH	151.26	
GENUINE TELECOM	01/01/2025	Acct 40073700 Jan 2025	10-55200-300 COMM CTR/TELE	318.40	
Total GENUINE TELECOM:				505.04	
HEALTH COMPASS INC					
HEALTH COMPASS INC	01/16/2025	HCWELSV Pay Period: 1/10/20	10-22250-000 EMPLOYEE SHA	70.00	
HEALTH COMPASS INC	01/16/2025	HCWELSV Pay Period: 1/10/20	10-22250-000 EMPLOYEE SHA	160.00	
Total HEALTH COMPASS INC:				230.00	
HOLIDAY WHOLESALE					
HOLIDAY WHOLESALE	01/07/2025	Concessions restock	10-55410-700 AQUA CTR/CONC	531.89	
HOLIDAY WHOLESALE	01/07/2025	COFFEE & FILTERS	10-55200-520 COMM CTR/SUP	131.20	
HOLIDAY WHOLESALE	01/07/2025	supplies	10-51850-520 BLDG-PROP/SUP	419.79	
Total HOLIDAY WHOLESALE:				1,082.88	
INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SE	01/16/2025	FICA/FED TAXES FEDERAL WIT	10-22110-000 W/H TAXES-FEDE	7,768.97	01/17/25
INTERNAL REVENUE SE	01/16/2025	FICA/FED TAXES SOCIAL SECU	10-22130-000 W/H TAXES-FICA/	4,572.88	01/17/25
INTERNAL REVENUE SE	01/16/2025	FICA/FED TAXES SOCIAL SECU	10-22130-000 W/H TAXES-FICA/	4,572.88	01/17/25
INTERNAL REVENUE SE	01/16/2025	FICA/FED TAXES MEDICARE P	10-22130-000 W/H TAXES-FICA/	1,069.46	01/17/25
INTERNAL REVENUE SE	01/16/2025	FICA/FED TAXES MEDICARE P	10-22130-000 W/H TAXES-FICA/	1,069.46	01/17/25
INTERNAL REVENUE SE	01/29/2025	FICA/FED TAXES FEDERAL WIT	10-22110-000 W/H TAXES-FEDE	6,642.58	
INTERNAL REVENUE SE	01/29/2025	FICA/FED TAXES SOCIAL SECU	10-22130-000 W/H TAXES-FICA/	4,951.78	
INTERNAL REVENUE SE	01/29/2025	FICA/FED TAXES SOCIAL SECU	10-22130-000 W/H TAXES-FICA/	4,951.78	
INTERNAL REVENUE SE	01/29/2025	FICA/FED TAXES MEDICARE P	10-22130-000 W/H TAXES-FICA/	1,158.07	
INTERNAL REVENUE SE	01/29/2025	FICA/FED TAXES MEDICARE P	10-22130-000 W/H TAXES-FICA/	1,158.07	
Total INTERNAL REVENUE SERVICE:				37,915.93	
JELINEK, GRETCHEN					
JELINEK, GRETCHEN	01/29/2025	JAN ASSESSOR PAYMENT-G JE	10-51600-560 ASSESSOR/CON	1,200.00	
Total JELINEK, GRETCHEN:				1,200.00	
JONES CHEVROLET					
JONES CHEVROLET	01/16/2025	alignment	10-52100-425 POLICE/CAR OPE	120.95	
Total JONES CHEVROLET:				120.95	
LAMAR COMPANIES					
LAMAR COMPANIES	01/20/2025	Digital renewal	10-56100-390 COMM DEV/MISC	500.00	
Total LAMAR COMPANIES:				500.00	
METCO, INC					
METCO, INC	01/10/2025	MONTHLY INSPECTION	10-54900-470 AIRPORT/MAINT-	99.00	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
Total METCO, INC:				99.00	
MID-STATES ORGANIZED CRI					
MID-STATES ORGANIZED	01/02/2025	MEMBERSHIP FEES	10-52100-480 POLICE/MAINT A	150.00	
Total MID-STATES ORGANIZED CRI:				150.00	
NAPA AUTO PARTS					
NAPA AUTO PARTS	01/22/2025	engine collant thermostat	10-54200-420 ROADWAYS/TRU	365.17	
Total NAPA AUTO PARTS:				365.17	
NATIONAL RECREATION & PARK ASSOCIATION					
NATIONAL RECREATION	01/01/2025	2025 national recreation & park as	10-55200-370 COMM CTR/MEM	180.00	
Total NATIONAL RECREATION & PARK ASSOCIATION:				180.00	
NATURE'S WAY PORTABLE UNITS					
NATURE'S WAY PORTABL	01/31/2025	tennis court	10-55300-655 B&G/SHELTER E	160.00	
NATURE'S WAY PORTABL	01/31/2025	landfill unit	10-54500-560 LANDFILL/CONT	200.00	
NATURE'S WAY PORTABL	11/30/2024	landfill unit	10-54500-560 LANDFILL/CONT	160.00	
Total NATURE'S WAY PORTABLE UNITS:				520.00	
Peterson Custom Fabrication					
Peterson Custom Fabricati	01/13/2025	snow plow welding repair	10-54200-440 ROADWAYS/EQUI	200.00	
Total Peterson Custom Fabrication:				200.00	
PITNEY BOWES, INC					
PITNEY BOWES, INC	01/03/2025	Dec 2024 postage	10-51300-330 CLK TREAS/POST	1,563.06	
Total PITNEY BOWES, INC:				1,563.06	
POMP'S TIRE SERVICE, INC					
POMP'S TIRE SERVICE, I	01/15/2025	tires for squad 3	10-52100-425 POLICE/CAR OPE	602.16	
POMP'S TIRE SERVICE, I	01/22/2025	Squad tires	10-52100-425 POLICE/CAR OPE	588.32	
Total POMP'S TIRE SERVICE, INC:				1,190.48	
REYZEK PLUMBING LLC					
REYZEK PLUMBING LLC	09/11/2024	urinal repair at Meyer Shelter	10-51850-470 BLDG-PROP/MAI	85.00	
Total REYZEK PLUMBING LLC:				85.00	
RHYME BUSINESS PRODUCTS-DALLAS					
RHYME BUSINESS PROD	12/25/2024	COPIER AGREEMENT, COPIES,	10-55200-480 COMM CTR/MAIN	231.00	01/09/25
Total RHYME BUSINESS PRODUCTS-DALLAS:				231.00	
RICHLAND CENTER OFFICE S					
RICHLAND CENTER OFFI	01/01/2025	276-2100-2810, 357 W Mill Street	10-56500-390 ECON DEV/MISC	124.46	01/31/25
RICHLAND CENTER OFFI	01/01/2025	276-2100-2810, 357 W Mill Street	10-56500-390 ECON DEV/MISC	124.45	01/31/25
RICHLAND CENTER OFFI	01/01/2025	276-2100-2872, 340 W Court St T	10-56500-390 ECON DEV/MISC	127.34	01/31/25
RICHLAND CENTER OFFI	01/01/2025	276-2100-2871, 362 W Court St T	10-56500-390 ECON DEV/MISC	292.31	01/31/25
RICHLAND CENTER OFFI	01/01/2025	276-2100-2860, 101 N Orange Str	10-56500-390 ECON DEV/MISC	1,206.89	01/31/25

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
RICHLAND CENTER OFFI	01/01/2025	276-2100-2830, 395 W Court Stre	10-56500-390 ECON DEV/MISC	286.53	01/31/25
RICHLAND CENTER OFFI	01/01/2025	276-2100-0570, 278 W Court St T	10-56500-390 ECON DEV/MISC	3,040.24	01/31/25
RICHLAND CENTER OFFI	01/01/2025	276-2100-2880, 101 N Jefferson	10-56500-390 ECON DEV/MISC	2,334.05	01/31/25
Total RICHLAND CENTER OFFICE S:				7,536.27	
RICHLAND CENTER POLICE PROFESSIONAL					
RICHLAND CENTER POLI	01/16/2025	UNION DUES POLICE UNION D	10-22410-000 POLICE DEPT UN	242.50	01/28/25
Total RICHLAND CENTER POLICE PROFESSIONAL:				242.50	
RICHLAND COUNTY TREASURER					
RICHLAND COUNTY TRE	01/01/2025	JAN TAX SETTLEMENT - COUN	10-26800-000 ADVANCE TAX C	415,783.42	01/15/25
Total RICHLAND COUNTY TREASURER:				415,783.42	
RICHLAND ELECTRIC CO-OP					
RICHLAND ELECTRIC CO	01/02/2025	RC Control Flood Control	10-56200-320 FLOODPLN/UTILI	47.83	
Total RICHLAND ELECTRIC CO-OP:				47.83	
RICHLAND FIRE DISTRICT					
RICHLAND FIRE DISTRIC	01/13/2025	Incident #225011/ Kwik Trip/Gasol	10-52300-905 FIRE DIST/CITY F	612.00	
RICHLAND FIRE DISTRIC	01/01/2025	Incident #224227, Jeff Hilleshiem	10-52300-905 FIRE DIST/CITY F	210.00	
RICHLAND FIRE DISTRIC	01/06/2025	Incident #225004 / Kwik Trip / Fue	10-52300-905 FIRE DIST/CITY F	108.00	
RICHLAND FIRE DISTRIC	01/09/2025	Incident #225006 - Town & Countr	10-52300-905 FIRE DIST/CITY F	600.00	
Total RICHLAND FIRE DISTRICT:				1,530.00	
RICHLAND HOSPITAL, INC					
RICHLAND HOSPITAL, IN	01/07/2025	december 2024 incident blood wo	10-52100-810 POLICE/ENFORC	270.00	
Total RICHLAND HOSPITAL, INC:				270.00	
RICHLAND OBSERVER					
RICHLAND OBSERVER	12/31/2025	12/26 ordinance noitce	10-51300-380 CLK TREAS/PUBL	71.50	
RICHLAND OBSERVER	12/31/2025	May 2024 council minutes	10-51300-380 CLK TREAS/PUBL	130.77	
RICHLAND OBSERVER	12/31/2025	Sept 2024 council minutes	10-51300-380 CLK TREAS/PUBL	95.23	
RICHLAND OBSERVER	12/31/2025	Oct 2024 council minutes	10-51300-380 CLK TREAS/PUBL	73.91	
RICHLAND OBSERVER	12/31/2025	Nov 2024 council minutes	10-51300-380 CLK TREAS/PUBL	255.85	
RICHLAND OBSERVER	12/31/2025	12/5/24 zoning notice	10-52450-380 ZONING/PUBLICA	78.65	
RICHLAND OBSERVER	12/31/2025	12/5 & 12/12 Zoning notice	10-52450-380 ZONING/PUBLICA	157.30	
RICHLAND OBSERVER	12/31/2025	12/2/24 joint review	10-51300-380 CLK TREAS/PUBL	87.80	
RICHLAND OBSERVER	12/31/2025	June 2024 council minutes	10-51300-380 CLK TREAS/PUBL	32.69	
RICHLAND OBSERVER	12/31/2025	July 2024 council minutes	10-51300-380 CLK TREAS/PUBL	79.60	
RICHLAND OBSERVER	12/31/2025	July 2025 council minutes (special	10-51300-380 CLK TREAS/PUBL	25.58	
RICHLAND OBSERVER	12/31/2025	Aug 2024 council minutes	10-51300-380 CLK TREAS/PUBL	129.35	
Total RICHLAND OBSERVER:				1,218.23	
RICHLAND SCHOOL DISTRICT					
RICHLAND SCHOOL DIST	01/01/2025	JAN TAX SETTLEMENT-SCHOO	10-26800-000 ADVANCE TAX C	712,343.78	01/15/25
Total RICHLAND SCHOOL DISTRICT:				712,343.78	
RUNNING, INC					
RUNNING, INC	12/31/2024	SHARED RIDE TAXI SERVICE R	10-46900-000 SHARED RIDE TA	8,898.00-	01/09/25

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
RUNNING, INC	12/31/2024	SHARED RIDE TAXI SERVICE E	10-54800-950 TRANSIT/TAXI	27,947.42	01/09/25
Total RUNNING, INC:				19,049.42	
SECURIAN FINANCIAL GROUP, INC					
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-14500-000 A/R - GENERAL R	618.00	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-51250-100 ADMIN/BENEFITS	6.64	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-51300-100 CLK TREAS/BEN	24.25	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-51800-100 MUN BLDG/BENE	3.61	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-51825-100 RR DEPOT/BENE	24.80	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-51850-100 BLDG-PROP/BEN	33.53	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-52100-100 POLICE/BENEFIT	149.26	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-52150-100 PKG ENF/BENEFI	24.11	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-54200-100 ROADWAYS/BEN	58.67	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-55200-100 COMM CTR/BEN	18.94	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-56500-100 ECON DEV/BENE	19.80	01/17/25
SECURIAN FINANCIAL G	01/01/2025	Feb 25 Life Insurance	10-22230-000 EMPLOYEE SHA	289.53	01/17/25
Total SECURIAN FINANCIAL GROUP, INC:				1,271.14	
SEXTONVILLE WATERWORKS					
SEXTONVILLE WATERW	01/08/2025	10-02-24 thru 01-02-25	10-54900-324 AIRPORT/SEWER	313.30	
Total SEXTONVILLE WATERWORKS:				313.30	
SHERWIN INDUSTRIES, INC					
SHERWIN INDUSTRIES, I	01/21/2025	heat transfer oil	10-54200-440 ROADWAYS/EQUI	1,061.06	
Total SHERWIN INDUSTRIES, INC:				1,061.06	
SHOPPING NEWS, INC					
SHOPPING NEWS, INC	12/31/2024	#10 window envelopes	10-51300-340 CLK TREAS/OFFI	48.36	
Total SHOPPING NEWS, INC:				48.36	
SIRCHIE ACQUISITION COMP					
SIRCHIE ACQUISITION C	07/01/2024	ENFORCEMENT INVESTIGATIO	10-52100-810 POLICE/ENFORC	171.40	
SIRCHIE ACQUISITION C	06/17/2024	ENFORCEMENT INVESTIGATIO	10-52100-810 POLICE/ENFORC	71.00	
Total SIRCHIE ACQUISITION COMP:				242.40	
SOUTHWEST WI TECHNICAL COLLEGE					
SOUTHWEST WI TECHN	01/01/2025	JAN TAX SETTLEMENT-SW TEC	10-26800-000 ADVANCE TAX C	68,920.22	01/15/25
Total SOUTHWEST WI TECHNICAL COLLEGE:				68,920.22	
TC AUTOWORKS LLC					
TC AUTOWORKS LLC	01/16/2025	Squad #3 tire replacement	10-52100-425 POLICE/CAR OPE	276.56	
Total TC AUTOWORKS LLC:				276.56	
TOP PACK DEFENSE LLC					
TOP PACK DEFENSE LLC	12/19/2024	Pepperball	10-61000-930 OUTLAY/POLICE	2,500.00	
Total TOP PACK DEFENSE LLC:				2,500.00	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
TRACKER PRODUCTS, LLC					
TRACKER PRODUCTS, L	01/07/2025	EVIDENCE SYSTEM, CLOUD BA	10-52100-480 POLICE/MAINT A	4,300.00	
Total TRACKER PRODUCTS, LLC:				4,300.00	
U S CELLULAR					
U S CELLULAR	12/18/2024	Streets Cell	10-54200-300 ROADWAYS/CEL	62.73	01/23/25
U S CELLULAR	12/18/2024	Clerk/Treas Cell	10-51300-300 CLK TREAS/TELE	49.56	01/23/25
U S CELLULAR	12/18/2024	Mayor Cell	10-51200-300 MAYOR/TELEPH	46.65	01/23/25
U S CELLULAR	12/18/2024	Tess Cell	10-51850-300 BLDG-PROP/TEL	49.56	01/23/25
U S CELLULAR	12/18/2024	Mieden Cell	10-55200-300 COMM CTR/TELE	46.65	01/23/25
U S CELLULAR	12/18/2024	DPW Cell	10-56500-300 ECON DEV/TELE	46.65	01/23/25
U S CELLULAR	12/18/2024	Parks Cell	10-51850-300 BLDG-PROP/TEL	46.65	01/23/25
U S CELLULAR	01/18/2025	Mieden Cell	10-55200-300 COMM CTR/TELE	9.25-	02/20/25
U S CELLULAR	01/18/2025	DPW Cell	10-56500-300 ECON DEV/TELE	9.25-	02/20/25
U S CELLULAR	01/18/2025	Parks Cell	10-51850-300 BLDG-PROP/TEL	9.25-	02/20/25
U S CELLULAR	01/18/2025	Streets Cell	10-54200-300 ROADWAYS/CEL	9.25-	02/20/25
U S CELLULAR	01/18/2025	Clerk/Treas Cell	10-51300-300 CLK TREAS/TELE	9.25-	02/20/25
U S CELLULAR	01/18/2025	Mayor Cell	10-51200-300 MAYOR/TELEPH	9.25-	02/20/25
U S CELLULAR	01/18/2025	Mieden Cell	10-55200-300 COMM CTR/TELE	56.20	02/20/25
U S CELLULAR	01/18/2025	DPW Cell	10-56500-300 ECON DEV/TELE	56.20	02/20/25
U S CELLULAR	01/18/2025	Tess Cell	10-51850-300 BLDG-PROP/TEL	9.25-	02/20/25
U S CELLULAR	01/18/2025	Parks Cell	10-51850-300 BLDG-PROP/TEL	56.20	02/20/25
U S CELLULAR	01/18/2025	Streets Cell	10-54200-300 ROADWAYS/CEL	72.28	02/20/25
U S CELLULAR	01/18/2025	Clerk/Treas Cell	10-51300-300 CLK TREAS/TELE	59.11	02/20/25
U S CELLULAR	01/18/2025	Mayor Cell	10-51200-300 MAYOR/TELEPH	56.20	02/20/25
U S CELLULAR	01/18/2025	Tess Cell	10-51850-300 BLDG-PROP/TEL	59.11	02/20/25
U S CELLULAR	01/10/2025	cellular service for flood warning s	10-56200-300 FLOODPLN/TELE	40.81	
Total U S CELLULAR:				739.81	
VERIZON WIRELESS					
VERIZON WIRELESS	01/21/2025	POLICE ACCT #283186952-0000	10-52100-300 POLICE/TELEPH	566.92	
Total VERIZON WIRELESS:				566.92	
VIERBICHER ASSOCIATES, INC					
VIERBICHER ASSOCIATE	01/08/2025	work done in Dec - assessment re	10-51600-560 ASSESSOR/CON	360.00	
VIERBICHER ASSOCIATE	01/08/2025	dec work for hotel development R	10-56500-560 ECON DEV/CONT	180.00	
Total VIERBICHER ASSOCIATES, INC:				540.00	
WALLACE, COOPER & ELLIOTT INSURANCE					
WALLACE, COOPER & EL	01/29/2025	INV #1299-BOND FOR A KELLE	10-51500-280 INSURANCE/EMP	350.00	
Total WALLACE, COOPER & ELLIOTT INSURANCE:				350.00	
WALSH'S ACE HARDWARE					
WALSH'S ACE HARDWAR	01/10/2025	#62 mud flap repair	10-54200-420 ROADWAYS/TRU	13.94	
WALSH'S ACE HARDWAR	01/03/2025	supplies	10-54200-420 ROADWAYS/TRU	113.43	
WALSH'S ACE HARDWAR	01/10/2025	shop supplies	10-54100-520 GARAGE/SUPPLI	41.84	
WALSH'S ACE HARDWAR	01/10/2025	#62 mud flap repair	10-54200-420 ROADWAYS/TRU	8.54	
WALSH'S ACE HARDWAR	01/08/2025	Batteries: clocks, soap, paper tow	10-51850-520 BLDG-PROP/SUP	81.96	
WALSH'S ACE HARDWAR	01/14/2025	Picnic table repair	10-51850-440 BLDG-PROP/EQU	15.98	
WALSH'S ACE HARDWAR	01/02/2025	Meyer bldg furnance	10-51850-440 BLDG-PROP/EQU	16.18	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
Total WALSH'S ACE HARDWARE:				291.87	
WE ENERGIES					
WE ENERGIES	01/09/2025	MUNICIPAL BLDG	10-51800-310 MUN BLDG/HEAT	660.27	
WE ENERGIES	01/09/2025	CEMETERY GARAGE	10-51850-315 BLDG-PROP/CEM	156.62	
WE ENERGIES	01/09/2025	KROUSKOP PK WARMING HOU	10-55300-655 B&G/SHELTER E	209.95	
WE ENERGIES	01/09/2025	ROBB ROAD	10-54100-310 GARAGE/HEAT	751.26	
WE ENERGIES	01/09/2025	PARKS DEPT GARAGE	10-54100-310 GARAGE/HEAT	260.74	
WE ENERGIES	01/09/2025	RR Museum	10-51825-310 RR DEPOT/HEAT	180.02	
WE ENERGIES	01/09/2025	POOL	10-55410-310 AQUA CTR/HEAT	28.05	
WE ENERGIES	01/09/2025	BLDG CONCESSIONS	10-55410-310 AQUA CTR/HEAT	10.89	
WE ENERGIES	01/09/2025	COMMUNITY CENTER	10-55200-310 COMM CTR/HEAT	565.34	
Total WE ENERGIES:				2,823.14	
WI Deferred Compensation					
WI Deferred Compensation	01/16/2025	DEFERRED COMP DEFERRED	10-22310-000 PYRL DED-WI DE	90.59	01/17/25
WI Deferred Compensation	01/16/2025	DEFERRED COMP DEFERRED	10-22310-000 PYRL DED-WI DE	245.00	01/17/25
WI Deferred Compensation	01/16/2025	DEFERRED COMP DEFERRED	10-22310-000 PYRL DED-WI DE	100.00	01/17/25
WI Deferred Compensation	01/29/2025	DEFERRED COMP DEFERRED	10-22310-000 PYRL DED-WI DE	245.00	
WI Deferred Compensation	01/29/2025	DEFERRED COMP DEFERRED	10-22310-000 PYRL DED-WI DE	100.00	
WI Deferred Compensation	01/29/2025	DEFERRED COMP DEFERRED	10-22310-000 PYRL DED-WI DE	91.02	
Total WI Deferred Compensation:				871.61	
WI Dept of EE Trust Funds					
WI Dept of EE Trust Funds	01/16/2025	WRS PROTECTIVE W/ SS Empl	10-22200-000 EMPLOYEE SHA	5,602.78	
WI Dept of EE Trust Funds	01/16/2025	WRS WRS Additional Pay Perio	10-22200-000 EMPLOYEE SHA	70.00	
WI Dept of EE Trust Funds	01/16/2025	WRS WRS RETIREMENT Pay P	10-22200-000 EMPLOYEE SHA	2,613.63	
WI Dept of EE Trust Funds	01/16/2025	WRS WRS RETIREMENT Pay P	10-22200-000 EMPLOYEE SHA	2,613.63	
WI Dept of EE Trust Funds	01/16/2025	WRS PROTECTIVE W/ SS Empl	10-22200-000 EMPLOYEE SHA	2,604.64	
WI Dept of EE Trust Funds	01/17/2025		10-14500-000 A/R - GENERAL R	35,112.86	01/17/25
WI Dept of EE Trust Funds	01/17/2025		10-22210-000 EMPLOYEE SHA	5,050.04	01/17/25
WI Dept of EE Trust Funds	01/17/2025		10-22325-000 PYRL DED-125 PL	51,093.84	01/17/25
WI Dept of EE Trust Funds	01/17/2025		10-51900-170 PERSONNEL/EM	4,153.14	01/17/25
WI Dept of EE Trust Funds	12/31/2024	December 204 Utility Retirement	10-14500-000 A/R - GENERAL R	13,400.60	01/23/25
WI Dept of EE Trust Funds	01/29/2025	WRS WRS RETIREMENT Pay P	10-22200-000 EMPLOYEE SHA	2,644.65	
WI Dept of EE Trust Funds	01/29/2025	WRS PROTECTIVE W/ SS Empl	10-22200-000 EMPLOYEE SHA	2,669.67	
WI Dept of EE Trust Funds	01/29/2025	WRS PROTECTIVE W/ SS Empl	10-22200-000 EMPLOYEE SHA	5,742.64	
WI Dept of EE Trust Funds	01/29/2025	WRS WRS Additional Pay Perio	10-22200-000 EMPLOYEE SHA	70.00	
WI Dept of EE Trust Funds	01/29/2025	WRS WRS RETIREMENT Pay P	10-22200-000 EMPLOYEE SHA	2,644.65	
Total WI Dept of EE Trust Funds:				136,086.77	
WI DEPT OF JUSTICE-TIME					
WI DEPT OF JUSTICE-TI	01/10/2025	ACCESS & SUPPORT	10-52100-480 POLICE/MAINT A	1,332.00	
Total WI DEPT OF JUSTICE-TIME:				1,332.00	
WI DEPT OF REVENUE					
WI DEPT OF REVENUE	01/16/2025	SWT TAXES STATE WITHHOLDI	10-22120-000 W/H TAXES-STAT	3,564.99	
WI DEPT OF REVENUE	01/29/2025	SWT TAXES STATE WITHHOLDI	10-22120-000 W/H TAXES-STAT	3,358.20	
Total WI DEPT OF REVENUE:				6,923.19	

Vendor Name	Invoice Date	Description	GL Account and Title	Net Invoice Amount	Date Paid
WISCONSIN SUPPORT COLLEC					
WISCONSIN SUPPORT C	01/16/2025	CHILD SUPPORT Pay Period: 1/	10-22900-000 WAGE GARNISH	133.85	01/17/25
WISCONSIN SUPPORT C	01/29/2025	CHILD SUPPORT Pay Period: 1/	10-22900-000 WAGE GARNISH	133.85	
Total WISCONSIN SUPPORT COLLEC:				267.70	
WORKSITE SOLUTIONS					
WORKSITE SOLUTIONS	01/16/2025	COMBINED INSURANCE Pay P	10-22250-000 EMPLOYEE SHA	77.81	
Total WORKSITE SOLUTIONS:				77.81	
WPRA					
WPRA	11/01/2024	2025 membership dues-Jena	10-55200-370 COMM CTR/MEM	150.00	
WPRA	11/01/2024	2025 membership dues-Jodi	10-55200-370 COMM CTR/MEM	150.00	
Total WPRA:				300.00	
Grand Totals:				1,514,586.59	

The bills presented on this day (excluding any Library Fund invoices) having been referred to the Finance and Budget Committee, and said committee having duly investigated and audited these bills, hereby make the following recommendation:

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

Dated: _____

Finance: _____

Filed in the office of the City Clerk/Treasurer

Report Criteria:

- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.
- [Report].GL Account Number = "10-10000-000"-10-99999-999"

Agenda Item: Repeal and Replace Chapter 40 Fixing the Boundaries of the Wards and the Aldermanic Districts of the City and Establishing a Single Reporting Unit

Requested by: Amanda Keller, Clerk

Presented by: Amanda Keller and Matt Williams, Zoning Administrator

Background: Original Chapter 40 Fixing the Boundaries of the Wards and the Aldermanic Districts of the City was adopted 2011 and covers the original 12 Wards and which Aldermanic Districts they are placed in. Ordinance #2020-4 was created Amending Chapter 40 to create Wards 13 and 14.

- Wards are designated in state statute 5.15 for voting purposes and this is normally adjusted following each decennial census and consist of a single voting population
- Recent state redistricting combined all city wards into the same state districts – no long effects city wards
- Every time the city annexes a property from the township the new city parcel(s) retains the original County Supervisory District until the county were to re-establish their supervisory district boundaries
 - A new ward must be created to contain the annexed area if it does not connect with another ward with the same Supervisory District
 - Does not matter if there is a zero population – still requires its own ward to be created
- Since the original adoption of Chapter 40, the following Wards have been created:
 - Ward 13 – West Reservoir and Well No. 8
 - Ward 14 – South East Reservoir
 - Ward 15 – 0.195 acre lot on HWY 14 near Duncan Donuts
 - Ward 16 – Lots annexed by the Richland Hospital for a potential new building
- When these new wards were annexed, they were not properly listed in the correct Wards or Aldermanic Districts, rather than go through each correction it would make sense to repeal and replace the entire ordinance to correct all ward designations.
- There are other annexations that will also be added before the next decennial census which will either be added to these new wards if they are in the same Supervisory District or will necessitate the creation of additional wards
- The county clerk and Wisconsin Election Commission have been in communication to determine the best plan going forward and agree that we should be able to reassess the ward plan following the next federal census.
 - MSA has already updated the county GIS maps to reflect the most current wards
 - Wisconsin Election Commission has included all 16 Wards for the City of Richland Center into the voting information

Department Recommendation: Update the Ward Designation to reflect all current district changes. Following the next decennial census the Ward Plan should be re-assessed to reduce the number of wards in the city and work with the county to set Supervisory Districts that would allow future Annexations from the township without necessitating the creation of additional wards.

Financial Impact: None.

Requested Action: Repeal and Replace Chapter 40 to include new Wards and correct Aldermanic District designations.

COUNCIL: Motion to Repeal and Replace Chapter 40 Fixing the Boundaries of the Wards and the Aldermanic Districts of the City of Richland Center

CHAPTER 40

FIXING THE BOUNDARIES OF THE WARDS AND THE ALDERMANIC DISTRICTS OF THE CITY

[History: Ord 555; 1991-13; 2011-9]

40.01 ESTABLISHING THE BOUNDARIES OF THE WARDS.

(1) 1ST WARD. The 1st Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Gage Street with the centerline of South Main Street;
 Thence East along the centerline of Gage Street to the centerline of Park Street;
 Thence South along the centerline of Park Street to the centerline of Ward Street;
 Thence East along the centerline of Ward Street to the centerline of Sheldon Street;
 Thence North along the centerline of Sheldon Street to the centerline of Gage Street;
 Thence East along the centerline of Gage Street to the centerline of Rosa Street; Thence North along the centerline of Rosa Street to the centerline of South Street; Thence East along the centerline of South Street to the East property line of Parcels 2100-9420, 2100-9430 and 2100-9470;
 Thence South along the East property line of parcel numbers 2100-9420, 2100-9430, and 2100-9470 to the North line of platted Gage Street;
 Thence East along the North line of platted Gage Street to its intersection with the incorporation limits of the City;
 Thence clockwise along the incorporation limits of the City to the Southeast corner of parcel 2149- 2000;
 Thence North along the centerline of Wis. State Highway 80 to the point of commencement.

(2) 2ND WARD. The 2nd Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Gage Street with the centerline of S. Main Street;
 Thence South along the centerline of Main Street to the centerline of the Pine River at its intersection with the centerline of State Highway 80;
 Thence North along the centerline of the Pine River to the centerline of Haseltine Street;
 Thence East along the centerline of Haseltine Street to the centerline of Orange Street;
 Thence North along the centerline of Orange Street to the centerline of Mill Street;
 Thence East along the centerline of Mill Street to the centerline of Main Street; Thence South along the centerline of Main Street to the centerline of Haseltine Street;
 Thence East along the centerline of Haseltine Street to the centerline of Church Street;
 Thence South along the centerline of Church Street to the centerline of Burton Street;
 Thence East along the centerline of Burton Street to the centerline of James Street;
 Thence South along the centerline of James Street to the centerline of South Street;
 Thence East along the centerline of South Street to the centerline of Ira Street;
 Thence North along the centerline of Ira Street to the centerline of Burton Street;
 Thence East along the centerline of Burton Street to the centerline of Rosa Street;
 Thence South along the centerline of Rosa Street to the centerline of Gage Street;
 Thence West along the centerline of Gage Street to the centerline of Sheldon Street;
 Thence South along the centerline of Sheldon Street to the centerline of Ward Street;
 Thence West along the centerline of Ward Street to the centerline of Park Street;
 Thence North along the center line of Park Street to the centerline of Gage Street;
 Thence West along the centerline of Gage Street to the point of commencement.

(3) 3RD WARD. The 3rd Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Burton Street with the centerline of Church Street;
 Thence North along the centerline of Church Street to the centerline of Haseltine Street;
 Thence East along the centerline of Haseltine Street to the centerline of Center Lane;
 Thence North along the centerline of Center Lane to the centerline of Haseltine Court;
 Thence East along the centerline of Haseltine Court to the East incorporation limits of the City and including parcel numbers 2114-1230, 2114-1200, and 2222-1000 to the East;
 Thence clockwise along the incorporation limits of the City to the Southwest corner of parcel 2100- 9410;
 Thence North along the West property line of parcel number 2400-9410 to the centerline of South Street;
 Thence West along the centerline of South Street to the centerline of Rosa Street;
 Thence North along the centerline of Rosa Street to the centerline of Burton Street;
 Thence West along the centerline of Burton Street to the centerline of Ira Street;
 Thence South along the centerline of Ira Street to the centerline of South Street;
 Thence West along the centerline of South Street to the centerline of James Street;
 Thence North along the centerline of James Street to the centerline of Burton Street;
 Thence West along the centerline of Burton Street to the to the point of commencement.

(4) 4TH WARD. The 4th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Haseltine street with the centerline of Main Street;
 Thence North along the centerline of Main Street to the centerline of Union Street;
 Thence East along the centerline of Union Street to the centerline of Central Avenue;
 Thence North along the centerline of Central Avenue to the centerline of First Street;
 Thence East along the centerline of First Street to the centerline of Park Street;
 Thence South along the centerline of Park Street to the centerline of Union Street;
 Thence East along the centerline of Union Street to the centerline of Sheldon Street;
 Thence South along the centerline of Sheldon Street to the centerline of Seminary Street;
 Thence East along the centerline of Seminary Street to the centerline of Burnham Street;
 Thence North along the centerline of Burnham Street to the centerline of Jarvis Street;
 Thence East along the centerline of Jarvis Street to the centerline of Schmitz Street;
 Thence South along the centerline of Schmitz Street to the centerline of Haseltine Street;
 Thence West along the centerline of Haseltine Street to the point of commencement.

(5) 5th WARD. The 5th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Union Street and the centerline of Jefferson Street;
 Thence North along the centerline of Jefferson Street to the centerline of First Street;
 Thence East along the centerline of First Street to the centerline of Main Street;

 Thence North along the centerline of Main Street to the centerline of Fourth Street;
 Thence East along the centerline of Fourth Street to the centerline of Cedar Street;
 Thence North along the centerline of Cedar Street to the centerline of Stori Drive;
 Thence East along the centerline of Stori Drive to the centerline of Chestnut Street;
 Thence South along the centerline of Chestnut Street to the centerline of Third Street;
 Thence East along the centerline of Third Street to the centerline of Walnut Street;
 Thence South along the centerline of Walnut Street to the centerline of Second Street;

Thence West along the centerline of Second Street to the centerline of Pearl Street;
 Thence South along the centerline of Pearl Street to the centerline of First Street;
 Thence West along the centerline of First Street to the centerline of Central Avenue;
 Thence South along the centerline of Central Avenue to the centerline of Union Street;
 Thence West along the centerline of Union Street to the point of commencement.

(6) 6TH WARD. The 6th Ward shall consist of that part of the City described as follows:

All of the area of the City of Richland Center lying North of Ward 3, North and East of Ward 4 and East of Wards 5, 7 and 8.

(7) 7TH WARD. The 7th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Third Street with the centerline of Jefferson Street;
 Thence North along the centerline of Jefferson Street to the centerline of Seventh Street;
 Thence East along the centerline of Seventh Street to the centerline of Central Avenue;
 Thence North along the centerline of Central Avenue to the centerline of Eighth Street;
 Thence East along the centerline of Eighth Street to the centerline of Church Street;
 Thence South along the centerline of Church Street to the centerline of Seventh Street;
 Thence East along the centerline of Seventh Street to the centerline of Cedar Street;
 Thence South along the centerline of Cedar Street to the centerline of Fourth Street;
 Thence West along the centerline of Fourth Street to the centerline of Main Street;
 Thence South along the centerline of Main Street to the centerline of Third Street;
 Thence West to the point of commencement.

(8) 8TH WARD. The 8th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of Seventh Street with the centerline of Main Street;
 Thence North along the centerline of Main Street and State Highway 80 to its intersection with the incorporation limits of the City;
 Thence following the incorporation limits in a clockwise direction to the centerline of Cedar Street;
 Thence South along the centerline of Cedar street to the centerline of Tenth Street;
 Thence West along the centerline of Tenth Street to the centerline of Park Street;
 Thence South along the centerline of Park Street to the centerline of Eighth Street;
 Thence East along the centerline of Eighth Street to the centerline of Cedar Street;
 Thence South along the centerline of Cedar Street to the centerline of Seventh Street;
 Thence West along the centerline of Seventh Street to the centerline of Church Street;
 Thence North along the centerline of Church Street to the centerline of Eighth Street;
 Thence West along the centerline of Eighth Street to the centerline of Central Avenue;
 Thence South along the centerline of Central Avenue to the centerline of Seventh Street;
 Thence West along the centerline of Seventh Street to the point of commencement.

(9) 9TH WARD. The 9th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the North incorporation limits of the City with the centerline of State Highway 80;
 Thence counterclockwise along the incorporation limits to the intersection of the centerline of Sunset Lane;
 Thence East along the centerline of Sunset Lane to the centerline of Hillside Drive;
 Thence South along the centerline of Hillside Drive to the centerline of North Fern Street;

Thence West along the centerline of North Fern Street to the centerline of West Fern Street;
 Thence South along the centerline of West Fern Street to the centerline of South Fern Street;
 Thence East along the centerline of South Fern Street to the centerline of Eldon Storer Drive;
 Thence South along the centerline of Eldon Storer Drive to the centerline of State Highway 80;
 Thence North along the centerline of State Highway 80 to the point of commencement.

(10) 10TH WARD. The 10th Ward shall consist of that part of the City described as follows:

Commencing at the point of intersection of the centerline of Congress Street with the centerline of First Street;
 Thence East along the centerline of First Street to the centerline of Main Street;
 Thence North along the centerline of Main Street to the centerline of Third Street;
 Thence West along the centerline of Third Street to the centerline of Jefferson Street;
 Thence North along the centerline of Jefferson Street to the centerline of Seventh Street;
 Thence East along the centerline of Seventh Street to the centerline of Main Street/State Highway 80;
 Thence North along the centerline of Main Street/State Highway 80 to the centerline of Eldon Storer Drive;
 Thence West along the centerline of Eldon Storer Drive to the centerline of South Fern Street;
 Thence West along the centerline of South Fern Street to the centerline of West Fern Street;
 Thence North along the centerline of West Fern Street to the centerline of North Fern Street;
 Thence East along the centerline of North Fern Street the centerline of Hillside Drive;
 Thence North along the centerline of Hillside Drive to the centerline of Sunset Lane;
 Thence West along the centerline of Sunset Lane to the incorporation limits of the City;
 Thence counterclockwise along the incorporation limits of the City to the intersection of the incorporation limits with the centerline of North Stewart Street;
 Thence along the centerline of North Stewart Street to the centerline of West Side Drive;
 Thence North along the centerline of West Side Drive to the centerline of U.S. Hwy. 14;
 Thence East along the centerline of U.S. Hwy. 14/Sixth Street to the centerline of Congress Street;
 Thence South along the centerline of the Congress Street to the point of commencement.
 Also including in said ward parcel number 1724-3000.

(11) 11TH WARD. The 11th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the centerline of the Orange Street with the centerline of Seminary Street;
 Thence West along the centerline of Seminary Street to the centerline of Stewart Street;
 Thence South along the centerline of Stewart Street to the centerline of Haseltine Street;
 Thence West along the centerline of Haseltine Street to the centerline of Cairns Avenue;
 Thence North along the centerline of Cairns avenue to the centerline of Seminary Street;
 Thence West along the centerline of Seminary Street to the centerline of Shaw Drive;
 Thence North along the centerline of Shaw Drive to the incorporation limits;
 Thence East along the incorporation limits in a clockwise direction to the centerline of Stewart Street;
 Thence North along the centerline of Stewart Street to the centerline of West Side Drive;
 Thence North along the centerline of West Side Drive to the centerline of U.S. Hwy. 14;
 Thence East along the centerline of U.S. Hwy. 14 to the centerline of Congress Street;
 Thence South along the centerline of the Congress Street to the centerline of First Street;
 Thence East along the centerline of First Street to the centerline of Jefferson Street;
 Thence South along the centerline of Jefferson Street to the centerline of Union Street;
 Thence East along the centerline of Union Street to the centerline of Main Street;

Thence South along the centerline of Main Street to the centerline of Mill Street;
 Thence West along the centerline of Mill Street to the centerline of Orange Street;
 Thence South along the centerline of Orange Street to the point of commencement.

(12) 12TH WARD. The 12th Ward shall consist of that part of the City described as follows:

Commencing at the intersection of the incorporation limits of the City with the North end of the centerline of Shaw Drive;
 Thence counter clockwise along the Westerly incorporation limits to the centerline of State Highway 80;
 Thence North along the centerline of State Highway 80 to the centerline of the Pine River;
 Thence East along the centerline of Pine River to the centerline of Haseltine Street;
 Thence East along the centerline of Haseltine Street to the centerline of Orange Street;
 Thence North along the centerline of Orange Street to the centerline of Seminary Street;
 Thence West along the centerline of Seminary Street to the centerline of Stewart Street;
 Thence South along the centerline of Stewart Street to the centerline of Haseltine Street;
 Thence West along the centerline of Haseltine Street to the centerline of Cairns Avenue;
 Thence North along the centerline of Cairns Avenue to the centerline of Seminary Street;
 Thence West along the centerline of Seminary Street to the centerline of Shaw Drive;
 Thence North along the centerline of Shaw Drive to the point of commencement.

(13) 13TH WARD. The 13th Ward shall consist of that part of the City described as follows:

Commencing at the 6" diameter Richland County cast iron monument at the North Quarter Corner of Section 20, T10N, R1E;
 Thence N 85°13'14" E on the north line of the Northeast Quarter, 1240/2 feet to a point on the west line of Stewart Street;
 Thence S 02°03'43" E on the west line of Stewart Street, 324.98 feet to a 1" diameter iron pipe and the Point of Beginning;
 Thence S 85°29'17" W, 264.73 feet to a 4"x6" iron "I" beam;
 Thence N 00°35'23" W, 137.00 feet to a 3/4" diameter rebar;
 Thence S 85°29'17" W, 150.00 feet to a 3/4" diameter rebar;
 Thence S 00°35'23" E, 170.00 feet to a 3/4" diameter rebar;
 Thence N 85°29'17" E, 414.73 feet to a 3/4" diameter rebar on the west line of Stewart Street;
 Thence N 00°35'23" W, 33.00 feet to the Point of Beginning.

(14) 14TH WARD. The 14th Ward shall consist of that part of the City described as follows:

Commencing at the west ¼ corner of said Section 26;
 Thence along the west line of said Section 26, N00°48'02" E, 1825.42 feet;
 Thence S89°54'53" E, 338.28 feet to the Point of Beginning;
 Thence continuing S89°54'53", 65.74 feet;
 Thence N 06°07'55" E, 58.85 feet;
 Thence N13°16'09" W, 225.92 feet;
 Thence N 38°25'28" E, 66.18 feet;
 Thence S 71°10'36" E, 121.93 feet;
 Thence S 43°08'34" E, 183.49 feet;
 Thence S 89°54'44" E, 663.85 feet to a point on the west right-of-way line of Pleasant Valley Drive;

Thence S 00°08'32" W, 50.00 feet along said right-of-way;
 Thence N 89°54'44" W, 659.08 feet;
 Thence S 44°57'47" W, 190.84 feet;
 Thence S 00°05'07" W, 194.14 feet;
 Thence N 89°54'44" W, 172.00 feet;
 Thence N 00°05'07" E, 222.00 feet to the Point of Beginning.

(15) 15TH WARD. The 15th Ward shall consist of that part of the City described as follows:

Commencing at the Northwest corner of Section 27;
 Thence N 87°55'54" E, 1231.79 feet along the North line of the Northwest One-quarter;
 Thence S 00°00'00" E, 1341.29 feet to a point on the Southerly right-of-way limits of US Hwy 14 and the point of beginning of the parcel hereinafter described;
 Thence S 15°57'00" W, 126.20 feet to a point on the Northerly right-of-way line of the former Railroad, said point being on the arc of a curve;
 Thence 70.25 feet along said right-of-way line and the arc of said curve having a radius of 2864.70 feet the center of which lies to the South, chord bearing N 68°43'14" W, 70.23 feet;
 Thence N 15°57'00" E, 116.45 feet to a point on the Southerly right-of-way line of US Hwy 14;
 Thence S 76°41'43" E, 70.00 feet along said right-of-way line to the Point of Beginning.

(16) 16TH WARD. The 16th Ward shall consist of that part of the City described as follows:

Commencing at the South Quarter of Section 26, T10N, R1E, said point being a found Richland County Monument;
 Thence S 88°39'08" W, along the south line of the Southeast Quarter of the Southwest Quarter of said Section 26, 1347.02 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter;
 Thence N 00°16'38" E, along the west line of the Southeast Quarter of the Southwest Quarter of said Section 26, 789.35 feet to the northerly line of the Pine River Recreational Trail (old railroad right-of-way line);
 Thence S 37°50'06" E, along the northerly line of the Pine River Recreational Trial (old railroad right-of-way line), 169.00 feet (more or less) to the center of Spring Creek;
 Thence Northerly along the center of Spring Creek, 630.00 feet (more or less) to the south line of Lot 1, of Richland County Certified Survey Map No. 760, recorded in Volume 7, of Certified Survey Map, on Page 88, Document No. 277436;
 Thence S 56°18'09" E along the south line of said Lot 1, of Richland County Certified Survey Map No. 760, 289.00 feet (more or less) to the southeast corner of said Lot 1;
 Thence S 56°18'09" E, 305.43 feet;
 Thence N 34°05'55" E, 408.20 feet to the southerly right-of-way line of US Hwy 14;
 Thence S 52°53'47" E, along the southerly right-of-way line of US Hwy 14, 250.58 feet;
 Thence S 47°20'04" E, along the southerly right-of-way line of US Hwy 14, 144.42 feet to the beginning of a curve;
 Thence Southeasterly, along the southerly right-of-way line of US Hwy 14, 129.02 along the arc of a curve to the right, radius of 10,516.39 feet, central angle of 0°42'11", the long chord of which bears S 50°32'12"E, 129.02 feet to the end of said curve;
 Thence S 0°35'48" W, along the southerly right-of-way line of US Hwy 14, 38.95 feet;
 Thence S 50°04'52" E, along the southerly right-of-way line of US Hwy 14, 19.63 feet;
 Thence N 85°03'42" E, along the southerly right-of-way line of US Hwy 14, 42.30 feet, to the beginning of a curve;

Thence Southeasterly, along the southerly right-of-way line of US Hwy 14, 1040.52 along the arc of a curve to the right, radius of 10,516.39 feet, central angle of 5°40'08", the long chord of which bears S46°56'43" E 1040.10 feet to the end of said curve;

Thence S 44°07'06" E, along the southerly right-of-way line of US Hwy 14, 133.97 feet, to the southeast corner of Lot 1, of Richland County Certified Survey Map No. 644, recorded in Volume 6, of Certified Survey Map, on Page 78, Document No. 268413, and the southerly line of the southwest Quarter of the Southeast Quarter of said Section 26; Thence S 87°22'57" W, along the southerly line of said Lot 1, of Richland County Certified Survey Map No. 644 and the southerly line of the southwest Quarter of the Southeast Quarter of said Section 26, 928.93 feet to the Point of Beginning.

(17) POLLING PLACE. The polling place for wards 1 through 16 shall be the Richland Center Community Center, 600 West Seminary Street, Richland Center, WI.

40.02 ESTABLISHING ALDERMANIC DISTRICTS. Four (4) Aldermanic Districts are hereby created as follows:

- (1) 1ST ALDERMANIC DISTRICT.** The 1st Aldermanic District shall consist of Wards 1, 2, 3, 14, 15, & 16.
- (2) 2ND ALDERMANIC DISTRICT.** The 2nd Aldermanic District shall consist of Wards 4, 5 & 6.
- (3) 3RD ALDERMANIC DISTRICT.** The 3rd Aldermanic District shall consist of Wards 7, 8 & 9.
- (4) 4TH ALDERMANIC DISTRICT.** The 4th Aldermanic District shall consist of Wards 10, 11, 12, & 13.

40.03 POLLING PLACES.

- (1) All voters in all wards shall vote at the Richland Center Community Building located at 600 W. Seminary Street.
- (2) Notwithstanding the foregoing designation of polling places, the polling places for any election may be changed by the Common Council at least 30 days prior to such election, pursuant to sec. 5.12 Wis. Stats.

ADOPTED by the Common Council of the City of Richland Center on this 4th day of February by the following vote:
AYES: _____, NOS: _____

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

Todd Coppernoll, Mayor

Attest:

Amanda Keller, City Clerk

**CITY OF RICHLAND CENTER
RESOLUTION 2025-01**

RESOLUTION TO COMBINE MUNICIPAL WARDS FOR VOTING PURPOSES

WHEREAS, the Common Council of the City of Richland Center recognizes the need for efficient and effective management of electoral processes, and in consideration of the benefits arising from streamlined operations; and

WHEREAS, Wisconsin State Statutes § 5.15(6)(b) permits municipalities containing a population less than 35,000 to combine 2 or more wards containing the same districts for voting purposes; and

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Richland Center, Richland County, Wisconsin that all Wards are hereby combined for voting purposes, to share the common polling place and such combined wards shall use common ballots and separate returns shall not be maintained for the combined wards at any election, except where separate ballots are required under Wisconsin Statutes § 5.58 to 5.64, in which case separate ballots and returns shall be maintained for any electors of one or more of the combined wards who are ineligible to vote for any office or referendum for which other electors in the combined wards may vote; and

BE IT FINALLY RESOLVED, that upon passage, a certified copy of this resolution shall be transmitted to the County Clerk within five days of its adoption, and that this resolution shall remain in effect for each election until modified or rescinded, in accordance with Wisconsin Statutes.

ADOPTED by the Common Council of the City of Richland Center on this 4th day of February by the following vote: AYES: _____, NOS: _____

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

Todd Coppernoll, Mayor

Attest:

Amanda Keller, City Clerk

	Poll Worker	Affiliation (if known)
Gayle	Alioto	Democrat
Pam	Banker	Independent
Tad	Brockus	Republican
Jena	Cabral	
Mary	Collins	Democrat
Jason	Coy	Independent
Linda	Danforth**	Democrat
Connie	Dunn	Democrat
Mark	Dunn	Democrat
David	Eagan	Democrat
Lynne	Eichinger	Democrat
Pam	Flick	Democrat
Beth	Fruit	
Ron	Fruit	
Mark	Gill	Democrat
Patty	Grell	Democrat
Kim	Jongquist	Independent
Brett	Keller	Independent
Michelle	Kleist	Independent
Roseann	Knower	Democrat
Brian	Larson	Independent
Sandy	Layer	
Sheila	Melby	Independent
Barb	Nimocks**	Democrat
Kevin	Nolan	
Colleen	Pulvermacher	Democrat
Lenny	Schaub	Independent
Sharon	Schmitz	Independent
Daniel	Schultz	Republican
Barb	Shannon**	Republican
Edie	Syftestad	Republican
Joyce	Tennant	Independent
Terry	Testolin	Democrat
Marie	Waldsmith	Democrat
Marion "Kay"	Ziegahn	Democrat
Barry	Ziegahn	Democrat

CITY OF RICHLAND CENTER AGENDA ITEM DATA SHEET

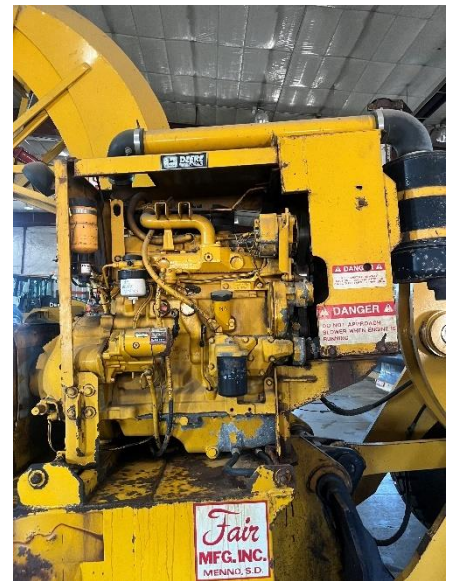
Agenda Item: Sale of 1999 Model 942SI – SNOCRETE - Fair End Loader Snow Blower

Requested & Presented by: Jasen Glasbrenner

Meeting Date: Public Works on 01-16-2025
Finance Committee on 02-04-2025 and Common Council on 02-04-2025

Committee Review: Public Works on 01-16-2025 - Motion by Melby to recommend to the Finance Committee and Common Council approval to sell the 1999 Model 942SI snowblower. Seconded by Fruit. Motion carried unanimously.

Background: We currently have two End Loader Snow Blowers and are seeking approval to sell one of them. With our newest model being a 2018 Larue Model D30123, we propose selling our 1999 Fair Model 942SI as we cannot foresee use that warrants us keeping it in storage. According to Fair Manufacturing equipment dealer the unit may bring between \$10,000 and \$15,000 at auction and the funds could be used for more highly needed equipment for our fleet.



Department Recommendation: Authorize the sale of the 1999 Model 942SI – SNOCRETE - Fair End Loader Snow Blower.

Financial Impact: Revenue from Sale

Funding Source: N/A

Requested Action:

Finance Committee Motion to recommend to the Common Council the approval to sell the 1999 Model 942SI - Fair End Loader Snow Blower.

Council: Motion to approve of the sale of the 1999 Model 942SI - Fair End Loader Snow Blower.

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: Sale of Virnig Skid Steer Mount Snow Blower

Requested & Presented by: Jasen Glasbrenner

Meeting Date: Public Works on 01-16-2025
Finance Committee on 02-04-2025 and Common Council on 02-04-2025

Committee Review: Public Works on 01-16-2025 - Motion by Melby to recommend to the Finance Committee and Common Council approval to sell the 2019 Virnig V50. Seconded by Walters. Motion carried unanimously.

Background: In 2019, the Buildings and Grounds Department purchased a Virnig V50 Model VBWB-25 Loader Mount Snow Blower for approximately \$8,000.00. As this Snow Blower does not fit any equipment currently in the Buildings & Grounds inventory, we cannot foresee use that warrants us keeping it in storage. Research shows the unit may bring between \$6,000 and \$9,000 at auction and the funds could be used for more highly needed equipment for our fleet.



Department Recommendation: Authorize the sale of the 2019 Virnig V50 Model VBWB-25 Loader Mount Snow Blower.

Financial Impact: Revenue from Sale

Funding Source: N/A

Requested Action:

Finance Committee Motion to recommend to the Common Council the approval to sell the 2019 Virnig V50 Model VBWB-25 Loader Mount Snow Blower.

Council: Motion to approve the sale of the 2019 Virnig V50 Model VBWB-25 Loader Mount Snow Blower.

CITY OF RICHLAND CENTER AGENDA ITEM DATA SHEET

Item 12.

Agenda Item: Purchase of Husqvarna Automower 550 EPOS Robot Mower

Requested & Presented by: Jasen Glasbrenner

Meeting Date: Public Works on 01-16-2025
Finance Committee on 02-04-2025 and Common Council on 02-04-2025

Committee Review: Public Works on 01-16-2025 - Motion by Melby to recommend to the Finance Committee the approval of the purchase of a new Husqvarna Automower 550. Seconded by Walters. Motion carried unanimously.

Background: In the fall of 2024 we had a demo of a Husqvarna Automower 550 EPOS Robot Mower for approximately a 2-week period where it maintained the majority of the lawn at City Hall. We are proposing the purchase of a single unit to further test the reliability and functionality of the mower as a tool in our lawn maintenance fleet. The expectation is that the mower will increase efficiency and reduce costs as it frees up staff for other critical duties such as landscaping maintenance, tree care, and grounds improvements as well as reducing costs associated with manual mowing, fuel consumption, and equipment maintenance.

Department Recommendation: Authorize the purchase of a new Husqvarna Automower 550 EPOS Robot Mower.



5 blade disc with Enhance
HSS
SKU: 970 65 67-05

Capacity

Lawn Size (±20)	2.5 acre
Boundary type	Virtual wire
Maximum slope performance at boundary	15 %
Maximum slope performance inside installation	45 %
Max active time	24 h
Follow guide	Virtual transport path
Charging system	Automatic

Typical mow time on one charge	210 min
Typical charging time	60 min
Area capacity - Standard 48	2.5 acre
Area capacity - Sports 24	1.25 acre
Area capacity - Max 72	3.7 acre
Area capacity per hour without charging	0.075 acre

Cutting System

Cutting system	5 pivoting razor blades
Cutting height, max (approximate)	2.4 in
Cutting height, min (approximate)	0.8 in
Cutting width	9.45 in
Cutting height adjustment	Electric
Skid plate	Yes
Dual cutting direction	Yes

Financial Impact: Approximately \$4,500.00 for the unit, reference station, charging station and installation. The installation cost can vary.

Funding Source: Proceeds from the sale of City equipment.

Requested Action:

Finance: Motion to recommend to the Common Council the approval of the purchase of a new Husqvarna Automower 550 EPOS Robot Mower from a local vendor for approximately \$4,500 using funds from proceeds from the sale of City equipment.

Council: Motion to approve the purchase of a new Husqvarna Automower 550 EPOS Robot Mower from a local vendor for approximately \$4,500 using funds from proceeds from the sale of City equipment.

Agenda Item: Landfill Monitoring Service Agreement

Requested & Presented by: Jasen Glasbrenner

Meeting Date: Public Works Committee on 01-16-2025
Finance Committee on 02-04-2025 and Common Council on 02-04-2025

Committee Review: Public Works Committee on 01-16-2025 - Motion by Walters to recommend to the Finance Committee to execute a landfill monitoring agreement at a cost not to exceed \$9,950.00. Seconded by Fruit. Motion carried unanimously.

Background: The City 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. Mi-Tech has provided the landfill monitoring service since 2016 and provided the service last year at a rate of \$9,700.

Update: The Public Works Department has received 3 quotes with the following pricing:

Mi-Tech Services Inc.	\$9,950.00
MSA Professional Services, Inc.	\$10,950.00
Terracon Consultants, Inc.	\$13,750.00

Department Recommendation: Approve the execution of a landfill monitoring agreement with Mi-Tech Services Inc. at a cost of \$9,950.00.

Financial Impact: \$9,950.00

Funding Source: Budgeted Landfill Monitoring line item; Reimbursable from the landfill long-term care account.

Requested Action:

FINANCE: Motion to recommend to the City Council to approve the execution of a landfill monitoring agreement with Mi-Tech Services Inc. at a cost of \$9,950.00.

COUNCIL: Motion to approve the execution of a landfill monitoring agreement with Mi-Tech Services Inc. at a cost of \$9,950.00.

Attachment(s):

Proposals

PROFESSIONAL ENVIRONMENTAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into this day of 2025, by and between **City of Richland Center** (“Customer”), and **Mi-Tech Services Inc.** (“Professional”).

In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Services. The Professional agrees to perform the services listed and outlined in Professionals’ proposal attached as Exhibit A, which is hereby incorporated in its entirety by reference (“Services”).

2. Compensation for Services. The fees or costs payable to the Professional shall be paid in accordance with the fee schedule included in Exhibit A, subject to modification by Customer. Customer may request Professional perform additional services at any time. The compensation rate for any such work shall be mutually agreed upon by the parties, provided, Professional has the right to rely on Owner’s verbal authorization to proceed with additional work.

3. Invoices and Payments. Professional shall submit invoices either after completion of all the Services or on a monthly basis. Customer shall remit payment within 30 days after receipt of the Invoice. Interest of 1% per month shall accrue on all past due amounts. Customer shall reimburse Professional for any cost or expenses (including, without limitation, attorneys’ fees, and court costs) incurred collecting any payments.

4. Work Product. Services provided under this Agreement, including all reports, information recommendations, or opinions (“Reports”) prepared or issued by Professional, are for the exclusive use and benefit of Customer or its agents in connection with the Project, are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or person other than Customer or its agents for any purpose other than the Project. Customer will not distribute or convey such Reports to any other persons or entities without Professional’s prior written consent which shall include a release of Professional from liability and indemnification by the third party. Professional’s Reports, field data, drawings, test results, and other work products are part of Professional’s professional services and do not constitute goods or products.

5. Site Information. Customer will make available to Professional all known information regarding existing and proposed conditions or requirements which affect the Services to be performed. Customer will immediately transmit to Professional any new information which becomes available to it or its subcontractors, so that recommended actions can be reviewed.

6. Site Access/Utilities. Customer shall indicate to Professional the property lines and be responsible for accuracy of markers. Customer shall furnish access to Professional, its subcontractors and employees as Professional determines is necessary to complete the Services in its sole discretion. In the event such access is not available to Professional upon arrival to commence work, Customer shall be responsible for all costs incurred on account of such lack of access, including, but not limited to, standby time and mobilization costs, and shall pay the same immediately upon demand. Customer shall furnish information identifying utility types and locations, and other man-made or other objects of any nature beneath the surface. Professional shall take reasonable precautions to avoid damaging the utilities and objects expressly identified by Customer in conjunction with activities performed with its Services. Professional will take reasonable precautions to minimize any damage to property, it is understood by Customer that in the normal course of the work some damage may occur. Customer agrees that any disturbance of below ground areas arising out of necessary work performed (sampling, boring, drilling, excavation, if applicable) contracted by this Agreement that results in contamination of a below ground structure or hydrous body is unavoidable, and Customer assumes all liability for loss or injury which may arise as a result of necessary work performed. In no event shall Professional have an obligation to perform any remediation or restoration work required as a result of its Services.

7. Confidentiality. Each party shall retain as confidential all information and data delivered to it

by the other party, which are designated in writing as confidential at the time of delivery (collectively the “Confidential Information”). Confidential Information shall not be disclosed to any third party, unless required by law or regulation. Both parties shall immediately notify the other party prior to the disclosure of Confidential Information by law or regulation, and each party retains the right to object to and deny any disclosure. In addition, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when Confidential Information is generally available to the public without the receiving party’s fault at any time before or after it is acquired from the transmitting party; or (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

8. Compliance with Laws and Professional Standards. Professional shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules, and regulations.

9. Schedule. Upon Customer’s request, Professional shall provide Customer with a schedule indicated the approximate commencement date, completion date, and any applicable milestones related to the Services. Provided, all schedules are estimates only, and in no event shall Professional be liable for any delay damages.

10. Insurance Requirements. Professional shall obtain and maintain until is completion of the Services, or longer if required by law, commercial general liability insurance, automobile insurance and workers compensation insurance. Upon Customer’s request, Professional shall provide Customer a certificate of insurance evidencing its compliance with this Section.

11. Professional’s Indemnification of Customer

11.1 Professional shall indemnify, defend and hold Customer and its directors, officers, employees, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense (including, without limitation, reasonable attorneys’ fees and court costs), attributable to personal injury (including death) or property damage to the extent caused by the negligent or willful act or omission of Professional or anyone for whose acts or omissions Professional may be liable.

11.2 Customer shall indemnify, defend and hold Professional and its directors, officers, employees, subcontractors, consultants, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense (including, without limitation, reasonable attorneys’ fees and court costs), attributable to personal injury (including death) or property damage to the extent caused by the negligent or willful act or omission of Customer or anyone for whose acts or omissions Customer may be liable.

12. Safety of Professional’s Employees and Others. If at any time during the performance of the Services, Professional believes the safety of its employees, agents, sub-Professionals or any other person is in jeopardy, Professional reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remedied to the satisfaction of Professional, Professional may delay the term of this Agreement on mutually acceptable terms by both parties.

13. Responsibility for Hazardous Materials. Customer acknowledges that Professional has had no role in generating, treating, storing, or disposing of hazardous materials which may be present at project site, and Professional has not benefited from the processes that produces such hazardous materials. Any hazardous materials encountered by or associated with Services provided by Professional on the project shall at no time be or become the property of Professional and Customer shall indemnify, defend (if requested), and hold harmless Professional and its subcontractors, consultants, agents, officers, directors, employees, successors and assigns from any and all losses, expenses, costs (including, without limitation,

reasonable attorneys' fees and court costs), damages, claims or liabilities of any nature arising out of or resulting from, directly or indirectly, encountering such hazardous materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Professional and its subcontractors to assume the status of a generator, storer, treater or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous materials.

14. Warranty. Professional warrants it will perform all Services substantially in compliance with the current professional standards in the same or similar locality under similar circumstances in performing the Services. Customer acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon Professional. Such current professional standards shall include All Appropriate Inquiry, or AAI, Standards and, in accordance with meeting this standard, Customer shall cooperate and provide all information reasonably requested by Professional or such warranty to meet the AAI standard shall be void. Only information received prior to issuance of any reports can be included in such reports and Professional does not guarantee the accuracy of information supplied by sources but reserves the right to rely on this information in formulating a professional opinion in accordance with this Agreement. This Warranty shall commence upon the substantial completion of the Services and continue thereafter for ninety (90) calendar days. If Customer reports any failure to meet this standard within ninety (90) calendar days, Professional shall re-perform the services at its own expense. The warranty and remedy expressly provided in this section are the exclusive warranty and remedy for breaches thereof provided by Professional, and PROFESSIONAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

15. Force Majeure. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement,

Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement by providing written notice of the same to the other party. Such termination shall be considered a termination for convenience as set forth below.

16. Suspension and Termination

16.1 Professional may suspend this Services in whole or in part if Customer fails to make payment on any invoice when due upon three (3) days of written notice to Customer and Professional may continue the suspension until all outstanding amounts are paid in full and Customer provides Professional with evidence satisfactory to Professional that Customer has the financial wherewithal to pay Customer for all future amounts owed. Customer may also suspend the Services in whole or in part if Customer breaches a term of the Agreement and fails to cure the breach within three (3) days of its receipt of written notice of the same.

16.2 Either party may terminate this Agreement for default if the other party breaches a term of the Agreement and fails to cure the breach within fifteen (15) days after receipt of written notice of the same. In such event, non-defaulting party shall be entitled to collect all actual and documented cost incurred as a direct result of such termination.

17. Legal Proceedings

17.1 In the event that legal action is brought by either party against the other, the successful party shall be entitled to recover, as part of its damages, its reasonable legal costs, and expenses for bringing and maintaining any such action.

17.2 The Brown County Circuit Court in the State of Wisconsin shall have exclusive jurisdiction and venue over any dispute arising hereunder.

17.3 This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Wisconsin, excluding any

choice of law rules which may direct the application of the laws of any other jurisdiction.

18. Independent Professional. Professional shall have the status of an independent Professional, not that of an agent or employee. Professional shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees, agents, and sub-Professionals.

19. Equal Employment Opportunity. Professional agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973 and/or the Vietnam Era Veterans' Readjustment Act of 1974.

20. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed given and received when delivered in person, when transmitted if sent via email, or within three (3) days after deposit in the United States mail, certified mail, with postage prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

If to Customer:

City of Richland Center, WI
Attn: Ms. Ashley Oliphant
450 South Main Street
Richland Center, WI 53581

Email: ashley.oliphant@richlandcenterwi.gov

If to Professional:

Mi-Tech Services Inc.
Attn: Ron Mitchell
46 S. Rolling Meadows Dr.
Fond du Lac, WI 54937
Email: rmitchell@mi-tech.us

21. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties relating to the Services provided by Professional to Customer and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by a written instrument signed by each party.

22. Precedence. This Agreement shall take precedence over any inconsistent or contradictory

provisions contained in any Customer-issued purchase order, requisition, notice to proceed or like document regarding the Services.

23. Assignment, Successors and Assigns. This Agreement shall not be assigned by either party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, provided this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

24. Mutual Non-solicitation. During the term of this Agreement, and for six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates, who, within six (6) months prior to such solicitation: (a) directly performed any work under this Agreement; (b) had substantial contract with the hiring party in relation to this Agreement; or (c) the hiring party became aware of due to, or derived from, information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party.

25. Severability. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

26. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Customer and Professional shall survive the completion of Services hereunder and the termination of this Agreement.

27. Waiver of Contract Breach. The waiver by one party of any breach of this Agreement, or the failure by one party to enforce at any time, or for

any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any other provision, except for the particular instance.

28. Waiver of Consequential Damages. Customer and Professional mutually waive against the other party any and all consequential, indirect, special, punitive, or incidental damages (including, without limitation, loss of profits, loss of revenue, loss of use, liquidated damages, and cost of capital) arising out of or relating to the Services or this Agreement, including a breach thereof.

29. Limitation on Liability. Notwithstanding anything to the contrary, in no event shall Professional's aggregate liability hereunder under any theory of recovery, including, without limitation, tort, errors or omissions, strict liability, breach of warranty or contract, exceed the payment actually received by Professional for Services hereunder.

30. Miscellaneous If requested by Professional, Owner shall promptly furnish to Professional reasonable evidence that financial arrangements have been made to fulfill Owner's obligations hereunder.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written.

PROFESSIONAL:

Mi-Tech Services Inc.

By: _____

Name: _____

Title: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

PROPOSAL FOR PROFESSIONAL ENVIRONMENTAL SERVICES

PROJECT NAME: City of Richland Center Landfills – 2025 Monitoring

DATE: 01/02/2025

CUSTOMER:

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

Work to be Performed At:

City of Richland Center Landfills
License # 01519 & 03065

Contact:

Ms. Ashley Oliphant
Phone: (608) 647-6428
Email: Ashley.oliphant@richlandcenterwi.gov

Scope of Work

The Richland Center Landfills are monitored twice annually, in March and September, per WDNR requirements. All sampling and analysis will be completed in accordance with all applicable State and Federal codes and in accordance with the current Sampling Plans for the landfills.

Landfill Inspection

The landfill covers and overall site conditions are inspected at each monitoring event and findings documented on the Field Sheet. The inspection includes such items as signs of animal intrusion, evidence of ponding or erosion, signs of brush or mowing needs, vigor of cover vegetation, and functionality of gates and locks. Any problems/concerns will be promptly brought to the attention of the Client.

Gas Monitoring

Landfill 03065 has 4 gas vents (GV-1 thru GV-4), which passively vent landfill gas off the waste mass and one gas probe (GP-1), which checks for lateral soil migration of methane gas. All 5 points are monitored semi-annually for % methane, % oxygen, and soil gas pressure. The condition of each vent is also inspected and recorded on a Field Sheet.

Groundwater Monitoring

Landfill 03065 has 11 groundwater monitoring wells, monitored twice annually. During each monitoring event the status and condition of each well will be inspected and recorded on the Field Sheet. Five of the monitoring wells are only monitored for groundwater elevation. The remaining wells will be sampled per the current Sampling Plan. Field Parameters include groundwater elevation, pH, temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Alkalinity, Hardness, Boron, Chloride, Iron, and Sulfate.

Landfill 01519 has 4 groundwater monitoring wells, monitored annually (in March). During each monitoring event the status and condition of each well will be inspected and recorded on the Field Sheet. The wells are all sampled per the current Sampling Plan. Field Parameters include groundwater elevation, temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Volatile Organic Compounds (VOCs).

Field blanks, trip blanks, and duplicates will be collected per WDNR requirements.

Private Wells

Eight private wells are monitored every two years (in March) as part of the Sampling Plan for Landfill 01519. Field Parameters include temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Volatile Organic Compounds (VOCs). Private wells were last samples in 2024.

Leachate Collection System

The leachate collection system at Landfill 03065 is sampled twice annually. During each monitoring event leachate will be sampled per the current Sampling Plan. Field Parameters include depth, pH, temperature, conductivity, odor, color, and turbidity. Samples will be submitted to an analytical laboratory for analysis of Chemical Oxygen Demand (COD), Total Alkalinity, Total Hardness, Chloride, Sulfate, Total Boron, Total Iron, Total Suspended Solids (TSS), and Biochemical Oxygen Demand (BOD). Once annually, during the March monitoring event, leachate is also analyzed for Total Fluoride, Total Arsenic, Total Barium, Total Cadmium, Total Lead, Total Manganese, Total Mercury, and Volatile Organic Compounds (VOC).

Methods

Mi-Tech performs groundwater sampling in accordance with ch. NR 140 standards, and more specifically, collects and handles groundwater samples in accordance with sampling procedures defined in the Groundwater Sampling Desk Reference (WDNR PUBL-DG-037-96), and the Groundwater Sampling Field Manual (WDNR PUBL-DG-038-96).

As each sample is collected, it is appropriately labeled and placed in a cooler, on ice. Upon completion of sampling, coolers are shipped to our subcontracted analytical laboratories (CT Laboratories), paying close attention to sample holding time. Proper chain of custody is completed throughout the entire process.

Data Reporting

After the groundwater sampling events (e.g. twice annually) and upon receipt of laboratory data, we will enter all field and laboratory data into a Microsoft Excel database for creation of TADS (Turn Around Documents) for WDNR GEMS submittal. The completed TADS and associated Environmental Data Certification Form will be submitted to the WDNR within 60 days of the groundwater sampling events, per WDNR requirements. Client will be copied on the submittal as confirmation of on-time submittal. Report will include all field data sheets, analytical data, TADs (turn-around documents), environmental data certification form, and a signed cover letter.

Cost Estimate

The Level of Investment (LOI) to complete the Scope of Work is estimated at **\$9,950.00**, broken down as follows:

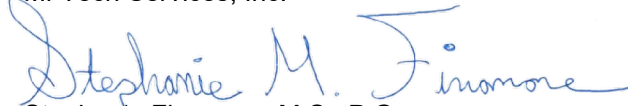
<u>Professional Services</u>	
Mi-Tech Environmental Services:	\$ 5,137
<u>Equipment & Reimbursables</u>	
(approx.)	\$ 1,260
<u>Analytical Laboratory</u>	
CT Labs	\$ 3,553
TOTAL:	\$ 9,950

The work will be billed as a lump sum, with 50% invoiced after the spring monitoring event and the remaining 50% invoiced after the fall monitoring event. The LOI is an estimate based on our understanding of the site conditions and the anticipated level of effort required to complete the scope of work. If efforts beyond those considered in the cost estimate are required, the client will be notified, orally or in writing, and an estimate of the additional efforts will be provided.

Closing Remarks

Thank you for the opportunity to provide this proposal to you. Please Feel free to contact me at 920.621.8417 or sfinamor@mi-tech.us with any questions or concerns.

Sincerely,
Mi-Tech Services, Inc.


Stephanie Finamore, M.S., P.G.
Environmental Manager



January 28, 2025

Mr. Jasen Glasbrenner
Economic Development Director
City of Richland Center
450 South Main Street
Richland Center, WI 5358

Re: 2025 Landfill Monitoring Proposal
Richland Center Landfills (Licenses #01519 & #03065)
Richland Center, Wisconsin
Richland County
MSA Proposal - P0013088

Dear Mr. Glasbrenner,

Thank you for contacting MSA for the opportunity to provide landfill compliance services for the City of Richland Center. This proposal outlines the Scope of Services and cost proposal for 2025 for the above Richland Center Landfills. MSA Professional Services, Inc. (MSA) will complete the 2025 landfill monitoring services at the above landfills according to the scope of work below.

Scope of Services

The scope of services for 2025 includes semi-annual monitoring of groundwater monitoring wells, landfill gas monitoring, and leachate observations and sample collection from the existing leachate system in March and September 2025. Semi-annual GEMS reports will be submitted to the Wisconsin Department of Natural Resources (WDNR) to document these activities. MSA is familiar with the landfill property and the following outlines the 2025 scope of work.

Conduct the following work at Landfill #03065 in March and September 2025

Monitoring Well Network - (11 monitoring wells)

- Inspect and record monitoring well performance and condition.
- Access and measure groundwater elevations from the monitoring well network
- Collect pH, temperature, conductivity, odor, color, and turbidity field parameters.
- Sample the monitoring wells for alkalinity, hardness, boron, chloride, iron, and sulfate.

Leachate Collection System (1 Location)

- Collect depth, temperature, conductivity, odor, color, and turbidity field parameters.
- Submit leachate samples in March and September for total alkalinity, total hardness, chloride, sulfate, total boron, total iron, total suspended solids (TSS), and biochemical oxygen demand (BOD).
- In March 2025 only, submit one leachate sample for total fluoride, total arsenic, total barium, total cadmium, total lead, total manganese, total mercury, and volatile organic compounds (VOCs)

Lysimeter Collection System (1 Location)

- Field Parameters: groundwater elevation, temperature, conductivity, odor, color, turbidity
- Submit lysimeter samples in March and September for total alkalinity, chemical oxygen demand (COD), total chloride, total fluoride, total hardness, and total sulfate.

Landfill Gas Monitoring – (5 Locations)

- Collect % methane, % oxygen, and soil gas pressure from four gas vents and one gas probe semi-annually during the two sampling events.

City of Richland Center Landfills
January 28, 2025

Conduct the following work at Landfill #01519 in March 2025

Monitoring Well Network – (4 Monitoring Wells)

- Inspect and record monitoring well performance and condition.
- Access and measure groundwater elevations from the monitoring well network
- Collect pH, temperature, conductivity, odor, color, and turbidity field parameters from the well network.
- Submit groundwater samples for VOCs.
- Collect field blanks, trip blanks, and duplicates per WDNR requirements.

Private Wells affiliated with Landfill #01519:

- No private wells will be sampled in 2025.

MSA will observe the landfill cover during each event to ensure that appropriate sufficient landfill cover, vegetative cover, and erosion control features are working properly.

Quality Assurance/Quality Control (QA/QC)

One field duplicate sample will be collected for field parameters and laboratory analysis of dissolved alkalinity, total hardness, chloride, sulfate, total boron, total iron, and VOCs by EPA Method 8260. One trip blank will be analyzed for VOCs by EPA Method 8260.

Methods & Procedures

MSA will conduct groundwater sampling and landfill monitoring activities in accordance with the Groundwater Sampling Desk Reference (WDNR PUBL-DG-037-96), the Groundwater Sampling Field Manual (WDNR PUBL-DG-038-96) and the existing landfill sampling plans.

Each sample is labeled and placed in a cooler with ice upon collection. After sampling, coolers are delivered to our subcontracted analytical laboratories (CT Laboratories), ensuring sample holding times are met. A chain of custody is created and used throughout the sampling and analysis process.

Reporting

MSA will compile and submit a reporting package following each semi-annual sampling event to the WDNR. Each report will be sent to WDNR GEMS Data Submittal Contact and consists of the following items:

- A MSA Letter of Transmittal
- A WDNR 4400-231 "Environmental Monitoring Data Certification" form(s)
- One Compact Diskette (CD) with WDNR GEMS Electronic Delivery Data (EDD) for both landfills
- WDNR NR-140 PAL-ES Exceedance Reports and Exceedances Explanation Document
- CT Laboratories Analytical Report, Chain of Custody Sheets, and Field Sheets

This reporting package will be submitted to the WDNR within 60 days of the close of the monitoring period per State of Wisconsin requirements.

Subcontractors

MSA will utilize CT Laboratories in Baraboo, Wisconsin, as a qualified, WDNR-certified analytical laboratory for the sampling program and for the preparation of the WDNR GEMS files.

City of Richland Center Landfills
January 28, 2025

Qualifications Statement

MSA has conducted consistent and accurate samplings at both landfill sites in the past and is familiar with the landfill property. MSA has considerable experience in sampling, monitoring, evaluating, and interpreting results at landfills across the State of Wisconsin.

Cost Estimate

MSA will complete the 2025 sampling and reporting requirements according to the Scope of Work listed in this proposal for a lump sum cost of \$10,950. This amount will be invoiced in four installments throughout the year. This cost is for the scope of work described above and is based on information from Richland Center and MSA's understanding of the project. If items not described above are requested or required, MSA will complete those items on a time and materials basis after a cost estimate has been provided for the scope of additional work.

MSA's Environmental Consulting Services Agreement is attached for your signature to authorize the 2025 landfill monitoring services. Please return a copy of the signature page to me at your convenience.

Closing

Thank you again for the opportunity to provide our services on this project. MSA appreciates the opportunity to continue to provide environmental compliance services to Richland Center.

Sincerely,
MSA Professional Services, Inc.



Kevin T. Olson
Senior Project Manager
kolson@msa-ps.com
(608) 242-6657



Darin R. Albrecht, P.G.
Senior Project Scientist
dalbrecht@msa-ps.com
(218) 216-6638

KTO:dra

Enclosures: MSA Environmental Consulting Services Agreement



MSA Project Number: 00013089

This AGREEMENT (Agreement) is made effective January 28, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 332 West Superior Street, Suite 600, Duluth, MN 55802

Phone: (218) 499-3175

Representative: Jeffrey K. Anderson, P.E.

Email: jkanderson@msa-ps.com

CITY OF RICHLAND CENTER PUBLIC WORKS

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

Phone: (608) 475-0766

Representative: Mr. Jasen Glasbrenner

Email: jasen.glasbrenner@richlandcenterwi.gov

Scope of Services: MSA shall provide the scope of professional environmental consulting services for the OWNER, directly or indirectly, indicated in the letter proposal dated January 28, 2025 ("Services") for a lump sum amount of \$10,950. Any changes or additions to the Scope of Services shall be made by written amendment to this Agreement by MSA and OWNER.

Terms and Conditions: All Services performed by MSA pursuant to this Agreement shall be performed in accordance with, and MSA's and OWNER's obligations shall be governed by, the General Terms and Conditions attached hereto and incorporated herein by this reference. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Authorization: MSA will commence performance of the Services on this project upon OWNER's written authorization. OWNER's written authorization is provided and acknowledged by the signatures of MSA's and OWNER's authorized representatives below. By signing this Agreement below, each of the undersigned parties represent and warrant that he or she has full right, power and authority to execute this Agreement and bind his or her respective party to the terms and conditions hereof. A copy of this fully-executed Agreement shall be returned for MSA's files.


Survival: The General Terms and Conditions incorporated into this Agreement shall survive the completion of the Services performed hereunder or the termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby.

CITY OF RICHLAND CENTER

MSA PROFESSIONAL SERVICES, INC.

Mr. Jasen Glasbrenner
Economic Development Director



Jeffrey K. Anderson, P.E.
Senior Environmental Team Leader

Date: _____

Date: January 28, 2025



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

1. **Scope and Fee.** The scope of Owner’s Project (the “Project”), scope of MSA’s services (the “Work”), and quoted fees for those services are defined in the January 28, 2025 proposal. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner’s Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

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

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

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

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional

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standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

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

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

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

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

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

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER

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terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

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

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

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

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

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

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

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is

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

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

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

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

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

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

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

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

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

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

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

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

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

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

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

33. Owner acknowledges and agrees that the information developed or identified by MSA pursuant to this agreement may trigger for the owner obligations under local, state or federal ordinances, laws, rules or regulations to report the discovery of conditions to local, state or federal regulatory or governmental authorities. Owner acknowledges that MSA does not provide any advice, recommendation or conclusion regarding the reportable nature of any of the findings or observations resulting from the performance of services hereunder. The determination of the owner's reporting requirements or obligations under law is a legal conclusion for which MSA assumes no responsibility and about which MSA provides no opinion, conclusion, finding or

City of Richland Center
January 28, 2025

certification. Owner acknowledges and agrees that owner must seek the advice of legal counsel to determine owner's obligations should environmental releases or conditions be identified.

34. MSA shall perform its Services under this Agreement in accordance with laws and regulations in effect at the time of execution of this Agreement. OWNER shall retain responsibility for compliance with all laws and regulations applicable to its property, employees, and operations, including but not limited to the reporting of any hazardous substance releases, disclosing information to protect employees and public health, applying for and obtaining required permits or licenses, submitting reports, providing a safe workplace, and providing the proper management of wastes and hazardous substances and materials.

35. All data, documents, reports, and other information relating directly or indirectly to the Services shall be supplied by MSA to the OWNER for the OWNER's sole and exclusive use in connection with the evaluation of property. All such data, reports, and other information shall be held in confidence for the use only to the extent allowable by law. Data, documents, and reports prepared by MSA pursuant to this Agreement are prepared for the exclusive use of the OWNER and not for use or reliance upon by any third-party. Any third-party necessarily has different interests, purposes, concerns, and motives than the OWNER about such documents and reports. Therefore, use of such documents by any third-party is expressly prohibited without the joint written authorization of the OWNER and MSA, which shall necessarily include the precondition that the third-party agree to accept the terms and conditions of this Agreement, including the limitation of liability and indemnification protections. Data, documents, and reports prepared by MSA pursuant to this Agreement are intended to be presented and reproduced only in their entirety, complete with all supporting data, assumptions, limitations, and, if applicable, recommendations. Such documents shall not be used by OWNER or any party in any form other than in their entirety and all abridged or altered versions are prohibited.

36. OWNER shall assist MSA in performance of the Services hereunder by placing at MSA's disposal all available documents and information pertinent to the Services, including, but not limited to, those that relate to the identity, location, quantity, nature, or characteristics of any hazardous substance or waste at, on, or under the site. In addition, OWNER shall furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, and other information on surface and subsurface site conditions required by MSA for performance of its Services.

37. The OWNER shall furnish information identifying utility types and locations, and other manmade objects beneath the surface. MSA shall take reasonable precautions to avoid damaging the utilities and objects in conjunction with activities performed with its Services. OWNER shall approve the work plan and Scope of Services. OWNER agrees to waive any claim against MSA and to indemnify, defend, (by counsel of MSA's choice) and hold harmless MSA and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss, cost, fee or expense arising from damaged utilities or other objects that were not called to MSA's attention or which were not properly located on plans and information furnished to MSA. OWNER shall continue to supply to Consultant all material information and documents in its possession, custody or control known to OWNER and material to the Site and the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks and telephone cables. OWNER will give prompt notice to Consultant whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.

38. If the OWNER requires MSA to restore property to its former condition, the costs associated with restoration will be added to MSA's fee.

City of Richland Center
January 28, 2025

39. The Scope of Services may not be adequate to identify environmental hazards or problems, even if performed in accordance with "current professional standards", and, therefore, MSA cannot guarantee the accuracy of results or conclusions relating thereto.

40. Information provided to MSA by individuals familiar and/or associated with the property and/or facility, or adjacent land parcels and/or facilities, that is the subject of this Agreement has been accepted by MSA in good faith and is assumed to be accurate. Similarly, information provided to MSA by database search services or via governmental or regulatory records or databases, has been accepted by MSA in good faith and is assumed to be accurate. OWNER has neither requested nor paid MSA to independently verify the truthfulness, accuracy or completeness of the information provided to MSA by database search services, governmental or regulatory records or databases, or by individuals. MSA assumes no responsibility for and provides no certification, warranty or guarantee of the truthfulness, validity, accuracy or completeness of governmental or regulatory records or databases, database search services, or information provided by others to MSA.

41. MSA's findings, opinions, conclusions and recommendations are based on the actually observed conditions and operations at the property or facility on the specific date or dates of the site tour. OWNER acknowledges that conditions that limit visual observation, such as the presence of snow, thick vegetation, pavement, or structures may interfere with the identification of possible environmental factors or conditions. Hidden or concealed conditions, subsurface conditions, subsequent changes to those conditions actually observed, or incomplete disclosure by others to MSA of past or present activities at, upon or beneath the property or facility, may alter MSA's findings, opinions, conclusions and recommendations. MSA does not accept, and specifically disavows any responsibility or liability for environmental conditions at the property or facility which currently exist, formerly existed, or may exist in the future.

42. OWNER acknowledges that the OWNER has approved the scope of services and the level of effort for MSA to undertake and, therefore, has determined the corresponding degree of uncertainty as acceptable for the OWNER's purposes. The scope of any sampling or assessment performed by MSA hereunder is limited to the sampling and laboratory analysis of soil and/or groundwater only in certain selected locations. This sampling is intended to investigate the potential for the presence of contaminants in the immediate vicinity of the sampling point or location. Laboratory analysis is only performed for those parameters identified as potential contaminants prior to conducting the sampling or assessment. MSA assumes no responsibility for and expresses no opinion, finding, conclusion or recommendation regarding the presence or absence of any compounds or contaminants for which no such sampling or laboratory analysis was requested or performed. OWNER acknowledges that OWNER has neither requested nor paid MSA to sample and test for compounds or contaminants other than those identified herein.



4900 South Pennsylvania Avenue, Suite 100
Cudahy, Wisconsin 53110
P (414) 423-0255
F (414) 423-0566
Terracon.com

January 22, 2025

City of Richland Center
450 South Main Street
Richland Center, Wisconsin 53581

Atten: Mr. Jasen Glasbrenner
P: (608) 475-0766
E: Jasen.Glasbrenner@richlandcenterwi.gov

RE: Proposal for Operation, Maintenance and Sampling Services
City of Richland Center Landfills (01519 and 03065)
24147 County Highway AA
Richland Center, Wisconsin
Terracon Proposal No. P58257010

Dear Mr. Glasbrenner:

Terracon Consultants, Inc. (Terracon) has prepared this proposal to provide sampling and analysis services and operation and maintenance services at the above-referenced site. Our understanding of the scope of work is based on information provided in emails dated January 13 and 21, 2025. Terracon will complete the scope of work as described herein and based on our experience with landfill sampling programs. Sampling plans were not available for Terracon's review. Information regarding our qualifications is also provided.

1.0 PROJECT INFORMATION

The City of Richland Center has asked Terracon to prepare a proposal for operation, maintenance and sampling services at two landfills located at 24147 County Highway AA, Richland Center, Wisconsin. The landfills are located off of County Highway AA to the east and are known as the Richland Center City Landfill (01519) and Richland Center City Old Landfill (03065) according to the Wisconsin Department of Natural Resources (WDNR's) BRRTS on the web landfill layer. A depiction of the landfills is shown on the attached RR Sites Map Figure. The landfills are owned and operated by the City of Richland Center. According to information provided by the City of Richland Center, the two landfill sites (03065 and 01519) are monitored twice annually (March and September). Terracon reviewed recently prepared monitoring reports provided by the City of Richland Center.

Terracon's proposed scope of work is described below in Section 2. Bidder qualifications affirming our experience with maintaining, operating and sampling landfills are described in Section 3. Costs for conducting the scope of work are presented in Section 4, and our fee schedule is located in the attachments.



2.0 SCOPE OF WORK

2.1 Landfill Inspection

In accordance with state regulations, landfill covers are to be inspected either annually or semi-annually. Based on the provided information, Terracon assumes inspections will be conducted on a semi-annual basis. Inspection of the landfill cover will include documenting any slumps, distressed vegetation, ponding, general erosion of the cover, and any disturbance from wildlife. In addition, the semi-annual inspections will include documenting the conditions of gas monitoring points, passive vents, components associated with the leachate collection system, and general equipment (locks, gates, driveway/pavement cracks, etc.). A field sheet with a list of the condition of each item and its conditions and any repairs will be noted and included in semi-annual reports. If extensive repairs are needed, Terracon will discuss the repairs and work with the City of Richland Center to either find an appropriate contractor or complete on behalf of the site as a change order to this scope of services.

2.2 Gas Monitoring

The City of Richland Center Landfill 03065 has a passive vent system consisting of four gas vents (GV-1 through GV-4) and one gas probe (GP-1) to check for offsite or lateral movement of methane gas. The five total points will be assessed semi-annually in March and September. Each point will be assessed for % methane, % carbon dioxide, % oxygen, and vacuum (inches of water). Values will be recorded on field sheets and tabulated for inclusion into a report and WDNR Groundwater and Environmental Monitoring System (GEMS) upload. Gas monitoring will be conducted using a GEM 5000 landfill gas analyzer.

The City of Richland Center Landfill (01519) does not have a passive or active gas extraction system. Consequently, gas monitoring will not be conducted at this landfill.

2.3 Groundwater Monitoring

Landfill 03065 has a monitoring well network consisting of 11 groundwater monitoring wells, which are monitored twice annually (March and September). Five of the 11 groundwater monitoring wells are only assessed for groundwater elevation. The remaining six groundwater monitoring wells will be sampled in accordance with the approved Sampling Plan for field and laboratory parameters. Landfill 01519 has a monitoring well network consisting of four groundwater monitoring wells and are sampled annually in March. Each of the four groundwater monitoring wells will be sampled for field parameters and laboratory parameters in accordance with the approved Sampling Plan.

Prior to purging the wells, static water levels will be measured for each well. Wells will be purged for approximately 3-5 well volumes using a disposable bailer or for 30 minutes using a whale pump and flow controller. The purge water will be collected in 5-gallon buckets and poured into an inlet for the leachate collection system. A YSI water quality meter will be used to collect field parameters from each well. The sample will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4°C, and transferred under chain of custody (COC) protocol to a Wisconsin-certified laboratory for analysis. The following sampling protocol will be followed for each landfill and corresponding sampling event:



<u>Landfill</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
03065	March	Alkalinity, Hardness, Boron, Chloride, Iron, Sulfate	GW Elevation, pH, temperature, conductivity, odor, color, turbidity	6
03065	March	--	GW Elevation	5
03065	September	Alkalinity, Hardness, Boron, Chloride, Iron, Sulfate	GW Elevation, pH, temperature, conductivity, odor, color, turbidity	6
03065	September	--	GW Elevation	5
01519	March	VOCs	GW Elevation, pH, temperature, conductivity, odor, color, turbidity	4
Duplicate	Both	VOCs	--	1 per event
Trip Blank	Both	VOCs	--	1 per event
Field Blank	Both	VOCs	--	1 per event

2.4 Leachate Collection System

Landfill 03065 contains a leachate collection system and is sampled twice annually (March and September). The leachate collection system has two sample points (LS-1 and LE-1) according to the sampling plan and will be sampled at for field parameters and laboratory parameters in accordance with the approved sampling plan. A disposable bailer will be used to collect a grab sample at an inlet for the leachate collection system. The sample will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4°C, and transferred under COC protocol to a Wisconsin-certified laboratory for analysis. The following sampling protocol will be followed:

<u>Sample</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
LE-1	March	VOCs, COD, BOD, total alkalinity, total hardness, chloride, sulfate, total boron, total iron, TSS, total fluoride, total arsenic, total barium, total cadmium, total lead, total manganese, total mercury	pH, temperature, conductivity, odor, color, turbidity	1
LS-1	March	COD, total alkalinity, total hardness, chloride, sulfate, total fluoride	Discharge in gallons, pH, temperature, conductivity, odor, color, turbidity	1



<u>Sample</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
LE-1	September	COD, BOD, total alkalinity, total hardness, chloride, sulfate, total boron, total iron, TSS	pH, temperature, conductivity, odor, color, turbidity	1
LS-1	September	COD, total alkalinity, total hardness, chloride, sulfate, total fluoride	Discharge in gallons, pH, temperature, conductivity, odor, color, turbidity	1

Note: Appropriate trip blanks, field blanks, and duplicate samples will be submitted along with the samples collected from the landfill wells.

2.5 Reporting

After each monitoring event (March and September), Terracon will prepare a summary report for each landfill including gas monitoring results, groundwater monitoring results, leachate results, and a list of any updates, changes or repairs that were made and/or need to be made prior to the next monitoring event. Terracon will tabulate field parameter data and gas monitoring data in the proper GEMS format. In addition, Terracon will request laboratory data in GEMS format for each of the laboratory parameters from Pace Analytical in Green Bay, Wisconsin. GEMS formatted data will be submitted to the WDNR. The summary report will be submitted within 30 days of the receipt of laboratory analytical reports and will include a recommendation section, if needed.

Terracon assumes that, in accordance with standard WDNR practices, private well letter reports will be completed after the private well sampling event conducted in March 2026. The private well letter reports will be sent within 10-day of receipt of analytical to be compliant with WDNR code. This task is included as a contingency, if we are authorized to conduct the sampling in 2026.

2.6 Private Well Monitoring – Contingency Scope

We understand the sampling plan for Landfill 01519 includes a private well monitoring network of eight private wells. Per the approved sampling plan for the landfill, the private wells are sampled once every two years. According to the information provided by the City of Richland Center, the last sampling event was conducted in March 2024. The next sampling event for private wells will be conducted in March 2026. While our proposal is intended to provide costs for the 2025 sampling event, we included a scope for the 2026 private well monitoring program as a contingency.

If we are retained for this task, an exterior faucet which does not run through a filtration system will be purged for approximately 5-10 minutes prior to sample collection for each well. Purge water will be collected in 5-gallon buckets and disposed of in grass areas away from the home’s foundation. A YSI water quality meter will be used to collect field parameters for each private well. The sample will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4°C, and transferred under COC protocol to a Wisconsin-certified laboratory for analysis. The following sampling protocol will be followed:

<u>Landfill</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
01519 - Private Well Network	March (2026)	VOCs	pH, temperature, conductivity, odor, color, turbidity	8

Note: Appropriate trip blanks, field blanks, and duplicate samples will be submitted along with the samples collected from the landfill wells.

3.0 BIDDER QUALIFICATIONS

Field services will primarily be performed by Mr. Jon Cone, Field Geologist and Mr. Jordan Wold, Engineering Technician. Both of these staff members have attention to detail and experience with groundwater sampling and methane monitoring at landfill sites, including the Delafield Landfill which is similar in size to this project. Mr. Lucas P. Chabela will be the project manager for the project and has been managing the Delafield Landfill since 2019. Mr. Ed Buc will assist Mr. Chabela in managing the project and will serve as the Registered Professional Engineer in accordance with Wisconsin Administrative Code (WAC), Chapter NR 712, WAC. Mr. Chabela will serve as the Registered Project Geologist. Mr. Keith Connor, P.E. is a landfill design expert that will provide on-going subject matter expertise, if needed. As required under NR 712, WAC, these staff will meet the appropriate professional requirements necessary for the project. Resumes are attached. Terracon will subcontract laboratory services to Pace Analytical Services, Inc. (Pace), a state-certified laboratory in Green Bay, Wisconsin. Dan Milewsky is Terracon's Laboratory services liaison with Pace and is very familiar with landfill projects across the state and will verify the data meets the Quality Assurance and Analysis requirements for this project.

Terracon has appropriate experience for this project. We have attached a project capsule for the Delafield landfill as a representative project which demonstrates some of our experience. Additional landfill projects in Wisconsin managed by Terracon include the Harold Bliss landfill in Oconomowoc and the former Wauwatosa landfill. In addition, Terracon is familiar with state-lead work with the WDNR. Currently, we are under contract to provide operation and maintenance services for the N.W. Mauthe Superfund Site (WDNR ERP Case #02-45-000127) in Appleton, Wisconsin. Our office location will allow us to be at the site within 3 hours. Terracon has an abundance of experience in quick mobilizations and we will be able to respond to the site within 24 hours.

Terracon complies with all OSHA requirements and is an industry leader in safety. We have attached information regarding our safety program.



4.0 COST ESTIMATE

The Scope of Services as outlined in this proposal will be performed on a time and materials basis as tabulated below, in accordance with the attached fee schedule. If as a result of these services, additional work is required outside the scope of this proposal, you will be contacted for approval, and a revised cost estimate for the additional work can be provided. Additional services, if needed, will be provided on a time and materials basis in accordance with the attached fee schedule. No work outside the scope of this proposal will be completed by Terracon without your prior approval:

ESTIMATED PROJECT COSTS	
Item	Costs
March 2025	
Landfill Inspection (to be conducted with Groundwater Monitoring Task)	\$ 200
Gas Monitoring (to be conducted with Groundwater Monitoring Task)	\$ 200
Groundwater Monitoring (including Laboratory Analysis)	\$ 4,000
Leachate System Sampling (including Laboratory Analysis)	\$ 600
GEMS Reporting	\$ 500
Semi-annual Summary Reports	\$ 2,000
September 2025	
Landfill Inspection (to be conducted with Groundwater Monitoring Task)	\$ 200
Gas Monitoring (to be conducted with Groundwater Monitoring Task)	\$ 200
Groundwater Monitoring (including Laboratory Analysis)	\$ 3,000
Leachate System Sampling (including Laboratory Analysis)	\$ 350
GEMS Reporting	\$ 500
Semi-annual Summary Reports	\$ 2,000
Total Cost (2025)	\$ 13,750
Contingent Cost – Private Well Monitoring (March 2026; to be conducted with Groundwater Monitoring Task)	\$ 1,500
Contingent Costs – Private Well Monitoring Reports (March 2026; to be conducted with Groundwater Monitoring Task)	\$ 1,300

If additional work is recommended during landfill inspections, we will prepare a cost estimate for the recommended work. No work outside the scope of this proposal will be completed by Terracon without prior approval from the City of Richland Center.

Costs were developed using several assumptions including the following:

- Monitoring well sampling will be conducted with bailers or a whale pump and flow controller; bladder pumps will not be used;



- Purge water from monitoring well sampling activities can be either purged on the ground near the well or containerized in buckets and disposed of at an inlet for the leachate collection system;
- Terracon has access to each of the landfills and potable well locations;
- Monitoring wells and private wells are located within a reasonable distance to the site; and
- Gas monitoring points and passive vents are located within a reasonable distance to the site.

Terracon appreciates the opportunity to assist you with this project. If you have any questions or comments regarding this proposal or require additional services, please contact us at (414) 423-0255.

Sincerely,
Terracon Consultants, Inc.

Lucas P. Chabela, P.G.
Project Geologist

Edmund A. Buc, P.E., CHMM
Department Manager

- Attachments:
- RR Site Map
 - Resumes of Key Personnel
 - Delafield Landfill Project Capsule
 - Safety Program Information
 - Fee Schedule
 - Agreement for Services



RR Sites Map

Wisconsin Department of Natural Resources

Item 13.

- Welcome
- Layers
- Results

- Identify
- Query
- Measure
- Markup
- Buffer Identify
- Snapping
- Save/Share
- Print
- Find Locations
- Bookmarks
- Help and Link

Manage Layers

Upload Add Layer

Filter layers by title ...

- Area
- Municipal Solid Waste (EPA subtitle D)
- Industrial Landfills
- Construction & Demolition Debris
- County Tax Parcels
- Municipal Boundaries
- Township, Range, Section
- Drinking Water and Groundwater
- DNR Managed Land by Property Boundary
- Non-DNR Data
- Base Maps



- Show Coordinates
- Show Legend

Search for ...

500 m / 2,000 ft Scale 18371

Lucas P. Chabela, P.G.

Project Geologist

PROFESSIONAL EXPERIENCE

Mr. Chabela is a Project Geologist with the Environmental Division in Terracon's Cudahy, Wisconsin office. His primary responsibilities include managing projects, data analysis and report writing and wide range of field tasks. Project management responsibilities include client contact, milestone management, cost estimating, and correspondence between the client and state agencies. Primary report writing responsibilities include Limited Site Investigations, Site Investigation (SI), Remedial Action Options Reports (RAOR) and Remedial Action Documentation Reports (RADR). Additionally, responsibilities include project management of small to large scale projects including Limited Site Investigations, Remedial Action activities, and soil management projects.

PROJECT EXPERIENCE

Environmental Due Diligence

Phase II Environmental Site Assessments - Wisconsin

Mr. Chabela has acted as a project manager for numerous Phase II Environmental Site Assessments (ESA) across the state of Wisconsin. Mr. Chabela prepares the Phase II ESA report and discusses the results with the client prior to finalizing the report. In scenarios where results have detections of contaminants, Mr. Chabela identifies the most efficient way to report and obtain closure of the release, including No Action Required and No Further Action determinations.

Agricultural SI/Remediation Projects

Various Projects in Wisconsin

At Terracon, Mr. Chabela has managed several projects which are under the jurisdiction of the Department of Agriculture, Trade and Consumer Protection. Project scopes have included several years to decades of groundwater sampling for pesticides/nitrogen, soil investigation and delineation for pesticides/nitrogen, soil remediation through excavation and disposal, and groundwater remediation through extraction and landspreading. These projects also are involved in the Agricultural Chemical Cleanup Program (ACCP). Mr. Chabela has completed several reimbursements claims through the ACCP for each client.

Remediation and Soil Management Projects

Various Projects in Wisconsin

Mr. Chabela performs and manages field activities on various remediation projects throughout Wisconsin. Field activities include groundwater sampling for natural attenuation and groundwater injection projects and offsite soil management for excavation projects. Reporting duties include data analysis and report writing for Remedial Action Reports, Annual Groundwater Monitoring Reports, and quarterly Data Transmittals. Mr. Chabela performs and manages field activities pertaining to small-large scale soil management activities. Soil management activities include excavation oversight, soil screening with a Photoionization Detector, on-site soil management, off-site soil management and determining the type of waste for disposal.



EDUCATION

Master of Science, Hydrogeology, Illinois State University, 2017

Bachelor of Science, Earth Science, University of South Dakota, 2014

CERTIFICATIONS

Registered Professional Geologist: Wisconsin No. 2009-13

40-Hour HAZWOPER

WORK HISTORY

Terracon Consultants, Inc., Cudahy, WI, Senior Staff Geologist, 2017-Present

Illinois State University, Normal, IL, Research Assistant. 2016-2017

Illinois State University, Normal IL, Teaching Assistant. 2015-2016

South Dakota Geological Survey, Vermillion, SD, Geological Assistant, 2014-2015

PRESENTATIONS

Evidence for Dune Damming and Lake Formation Along the Eastern Margin of the Kelso Dunes, Mojave Desert – GSA – October 2013 Presentation

Seasonal Variation of Chloride Inputs from Road Salt Application in a Mixed Urban/Agricultural Watershed in

Lucas P. Chabela, P.G.

Project Geologist

Landfill Gas Extraction – Operation and Maintenance/Installation

Various Projects in Wisconsin

Mr. Chabela performs operation and maintenance activities pertaining to a landfill gas extraction and flare system located in Delafield, WI. Operation tasks include monthly site visits for gas measurements and monitoring, balancing the extraction system to obtain optimum gas levels at the flare, semi-annual groundwater and potable well sampling, and header piping installation and repair. Maintenance tasks include repairs made to the leachate collection pumps, flare restart system, air compressors, gas extraction wells. In addition to monitoring/maintenance, Mr. Chabela corresponds with the Wisconsin Department of Natural Resources and manages activities and decisions made for the site. On a site located in Kenosha, Wisconsin, Mr. Chabela planned and oversaw the installation of passive methane vents (8-inch PVC) which primary function was to vent landfill gas without the use of an extraction system.

Publications

Chabela, Lucas P., "Using 3-D Modeling To Describe The Relationship Between Peak Stage, Storm Duration And Bank Storage And The Implications Along A Meandering Stream In Central Illinois" (2017). Theses and Dissertations. 660.

Chabela, Lucas P., Seasonal Variation of Chloride Inputs from Road Salt Application in a Mixed Urban/Agricultural Watershed in Central Illinois (Presentation), presented at the Geological Society of America's National Conference, Denver, Colorado, September 2016.

Chabela, Lucas P., Evidence for Dune Damming and Lake Formation Along the Eastern Margin of the Kelso Dunes, Mojave Desert, USA (Presentation), presented at the Geological Society of America's National Conference, Denver, Colorado, October 2013.

Sweeny, Mark R., McDonald, Eric V., **Chabela, Lucas P.**, and Hanson, Paul R., 2020, The Role of eolian-fluvial interactions and dune dams in landscape change, late Pleistocene-Holocene, Mojave Desert, USA, GSA Bulletin, vol. 132 (11-12), pages 2318-2332, Doi: <https://doi.org/10.1130/B35434.1>

Edmund A. Buc, P.E., CHMM

Department Manager, Environmental Services / Senior Project Engineer

PROFESSIONAL EXPERIENCE

Mr. Buc is the Milwaukee office's Environmental Department Manager, overseeing a staff of engineers, geologists, and scientists to provide due diligence, investigation/remediation, hazardous building material, and compliance services. Mr. Buc is also a senior project engineer, responsible for managing project personnel and budgets, preparing technical reports, supporting development of remedial strategies, and negotiating with regulatory agencies to define project objectives and obtain project closure. Mr. Buc has worked in the environmental consulting field for over 35 years. During that time, he has developed and implemented innovative remedial strategies for multi-disciplinary environmental projects.

PROJECT EXPERIENCE

Milwaukee Bucks Redevelopment Project – Milwaukee, Wisconsin

Project manager for site investigation and remediation at properties where Fiserv Forum, the Milwaukee Bucks training facility, a multi-story parking facility, and an entertainment complex were constructed. The Deer District Development was located in an 8-block area vacated when the Park East Freeway was demolished. Environmental investigations were completed concurrently with geotechnical services also being provided by Terracon. Remediation of existing open environmental cases were integrated into the development plan. Worked with Milwaukee County on development of remaining county-owned blocks within the Deer District Development. Also provided support for DBE/SBE/MBE participation tracking during construction.

Downtown Development – Kenosha, Wisconsin

Project quality reviewer for site investigation and remediation of a six-block area in downtown Kenosha. Several parcels are owned by the city, and are being developed in partnership with the city and stakeholder group. Environmental challenges include a riverway that was filled in the early 1950s and an areawide plume of contamination from a former manufactured gas plant. An iterative investigation is underway to evaluate soil, groundwater, and vapor conditions. The investigation results will be used to develop remediation scenarios and costs for the parties involved in the development.

Atmosphere Development – Madison, Wisconsin

Project Manager for site investigation and remediation associated with the construction of a multifamily housing project, located across from the Kohl Center in Madison. The development includes 363 housing units, four stories of parking to serve both the residents and neighboring office buildings, and 500 bicycle spaces. The property once was occupied by a railroad spur and roundhouse, with operations dating back to the early 1900s and ending in the 1980s. Terracon's investigation identified soil impacted with petroleum volatile organic compounds (PVOs) and light non-aqueous phase liquid (LNAPL). Fill material was also identified across the site. Terracon prepared an interim action plan, and worked closely with the Wisconsin Department of Natural



EDUCATION

Master of Science, Engineering,
Marquette University, 1997

Bachelor of Science, Chemistry,
Michigan State University, 1987

REGISTRATIONS

Professional Engineer:
Wisconsin, No. 32096

Certified Hazardous Materials
Manager, No. 3174

CERTIFICATIONS

40-Hour HAZWOPER

WORK HISTORY

Terracon Consultants, Inc.,
Department Manager, 2021-
Present; Senior Project
Engineer, 2015-2020

ARCADIS, Principal Engineer,
2010-2015; Senior Engineer,
2006-2010; Project Engineer,
1999-2006; Staff Engineer,
1995-1999

Drake Environmental, Project
Manager, 1991-1995

Aqua-Tech, Inc., Chemist,
1988-1991

Edmund A. Buc, P.E., CHMM

Department Manager, Environmental Services / Senior Project Engineer

Resources (WDNR) to obtain approval under an accelerated development timeframe. Terracon also submitted a "Development at a Historic Fill Site or Licensed Landfill Exemption Application" to the WDNR for approval to construct at the site. Ongoing work includes implementation of the interim action including soil management and installation of a vapor mitigation system. Mr. Buc also supported preparation of a brownfield grant application through the Wisconsin Economic Development Corporation (WEDC), which was successful at obtaining funding for the interim action.

Jonathan J. Cone

Field Geologist

PROFESSIONAL EXPERIENCE

Mr. Cone is a field scientist in Terracon's Milwaukee, Wisconsin office. His primary responsibilities include conducting site investigations, collecting groundwater and soil samples, well installation, well development, well abandonment, sub-slab vapor installation and sampling, gas monitoring, stormwater pollution prevention plant (SWPPP) inspections, and writing technical reports as they relate to Phase II Environmental Site Assessments. His background with geophysics helps him better understand the subsurface conditions related to environmental issues.

PROJECT EXPERIENCE

Former Wabash Alloys – Oak Creek, Wisconsin

Soil Boring Oversight

Represented the WDNR on site, overseeing contamination delineation drilling conducted by another consultant. Tasks on site included observation of every soil boring on site (498 as of December 1, 2023), photographing every 5' core, documenting type and depth of Dense, Non-Aqueous Phase Liquid (DNAPL) contamination in each boring, and obtaining PID readings from the bottom of each boring. I updated a boring map weekly as a deliverable to the WDNR, illustrating weekly progress and step out locations. I also utilized Device Magic forms for reporting to provide accurate GPS locations of photographs. My direct communication with the WDNR included discussion of unknown chemicals found in borings around the site, some of which were causing adverse health effects to personnel who came into contact with them, leading to safety changes being implemented on site.

Site Investigation/Remediation

Various Sites - Wisconsin

Field geologist for numerous LSIs across Wisconsin. Work has included collecting groundwater and soil samples, remediation oversight, well installation, well development, well abandonment, and sub-slab vapor installation and sampling at various agricultural, commercial, and industrial sites.

Solid Waste

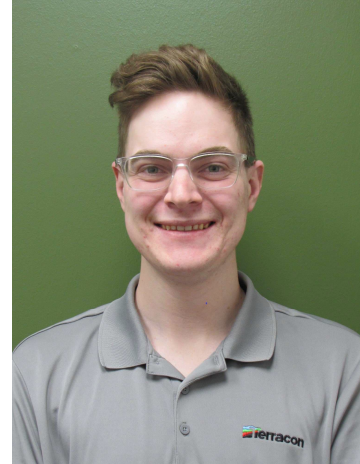
Delafield Sanitary Transfer Landfill #719 – Delafield, Wisconsin

Field geologist providing periodic inspection and monitoring services at an abandoned solid waste landfill for the Wisconsin Department of Natural Resources (WDNR). Activities include monitoring the percent lower explosive limit (LEL) as methane, percent carbon dioxide, and percent oxygen at various monitoring points across the site, cap inspections, and groundwater monitoring.

Stormwater Pollution Prevention Plan (SWPPP) Inspection

Onion and Crawfish River Solar Sites – Cedar Grove and Jefferson, Wisconsin

Conducts weekly Stormwater Pollution Prevention Plan (SWPPP) inspections throughout the construction processes of a 1,900-acre, 150-megawatt (MW) photovoltaic (PV) site as well as a 640-acre, 75-megawatt site. Inspects the various sediment and erosion controls as well as advising construction team on implementation of BMPs to mitigate sediment discharges. Completion of inspections occurs weekly or after major rain events, and reports are generated for clients regarding problematic areas and other erosion prevention observations.



EDUCATION

Bachelor of Science,
Geology
St. Norbert College, De Pere, WI,
2020

Master of Science
Geology
Missouri State University,
Springfield, MO, 2023

CERTIFICATIONS

Qualified Compliance Inspector
of Stormwater (QCIS)

OSHA 40 Hour HAZWOPER
Certification

Work History

Terracon Consultants
Inc. Field Geologist
January 2023-present

Jordan R. Wold

Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Wold is an Engineering Technician I in Terracon's Milwaukee, Wisconsin office, providing services which include: conducting site investigations; collecting groundwater and soil samples; well installation, development, and abandonment; sub-slab vapor installation and sampling; gas monitoring; stormwater pollution prevention plan (SWPPP) inspections; and writing technical reports as they relate to Phase II Limited Site Investigations (LSIs). His prior experience specializing in erosion control gives him a unique perspective on the mitigation of pollutants, especially as it relates to construction.

Mr. Wold has worked in the environmental consulting field for over 6 years. During that time, he has helped ensure regulatory compliance on innumerable utility projects by designing SWPPPs for the installation of facilities and obtaining coverage under the Wisconsin Pollution Discharge Elimination System (WPDES) construction general permit (CGP) as well as local Municipal Separate Storm Sewer System (MS4) coverage, developed and delivered various trainings for internal employees and sub-contractors to provide guidance on appropriate practices for sediment and erosion control on construction sites, provided oversight for the discharge of possible contaminant-laden water from hydrostatic pressure testing, and administrated web-based inspection software for permit compliance.

PROJECT EXPERIENCE

Utilities

We Energies – Multiple Locations, Wisconsin and Michigan
 Consulting erosion control specialist on hundreds of utility projects across Wisconsin and Upper Michigan, ranging in scope from the singular relocation of a utility pole to multi-mile natural gas pipelines. Services provided included the design of sediment and erosion control best management practices (BMPs); state, county, and municipal stormwater permitting; field inspection and auditing of SWPPP implementation/adherence by sub-contractors; development and presentation of training materials for internal personnel and sub-contractors; and administration of third-party web-based inspection compliance software. Some notable projects Mr. Wold was involved with include:

- Installation of a 45-plus mile natural gas pipeline running through a section of the Kettle Moraine in southeastern Wisconsin
- Restoration of a hydroelectric dam in the Upper Peninsula of Michigan
- Repair of a sloughing slope at a natural gas power plant on the shore of Lake Michigan
- Development of a new electric substation in the Fox Valley

Site Investigation/Remediation

Various Sites – Wisconsin

Engineering Technician for numerous LSIs across Wisconsin. Work has included collecting groundwater and soil samples, remediation oversight, well installation, well development, well abandonment, and sub-slab vapor installation and sampling at various agricultural, commercial, and industrial sites.



EDUCATION

Associate of Science
 Civil Engineering
 Milwaukee Area Technical
 College, Milwaukee, WI, 2016

CERTIFICATIONS

Qualified Compliance Inspector
 of Stormwater (QCIS)

North American Stormwater
 and Erosion Control Association
 of Wisconsin (NASECA-WI)

Work History

Kapur & Associates, Inc.
 Erosion Control Specialist
 July 2016 – February 2023

Terracon Consultants Inc.
 Engineering Technician I
 December 2023 - present

Keith R Connor, P.E.

SENIOR ENVIRONMENTAL ENGINEER | ENVIRONMENTAL SERVICES

PROFESSIONAL EXPERIENCE

Keith is a civil/environmental engineer in Terracon's Lenexa, Kan., office. He assists with operations in the Environmental Department, including conducting ESAs, LSIs, management of CERCLA sites and solid waste engineering.

Keith has been involved in engineering design and environmental permitting of facilities in a variety of business sectors including wastewater collection and treatment, solid waste landfills, transfer stations, renewable energy generation, CERCLA site closures, oil and gas pipeline design, and refinery remediation.

PROJECT EXPERIENCE*

Forrest Pollock Landfill, Lees Summit Missouri

Assisted and advised private owner in leachate disposal, landfill capping and surface water control issues on their closed landfill as they sought to obtain certified closed status under MDNR regulations.

Resource Recovery Landfill, Cherryvale, Kansas

Obtained permit modification for improvements to stormwater control basin including hydrology/hydraulics calculations, spillway design and CQA oversight of improvements for Republic Services.

MDNR Close Landfills (Group 3) - Jackson and Clay County, Missouri

Performed file reviews, site investigations, personal interviews, and GIS mapping on 14 closed landfills in the Kansas City Metro area as part of effort to update condition reports on closed and orphaned landfills.

Courtney Ridge Landfill – Sugar Creek, Missouri

Let initial investigation of offsite LFG migration of subtitle D cells at Courtney Ridge Landfill. Findings on composite lined cells lead to changes in requirements and policies by MDNR relative to LFG.

St. Joseph Sanitary Landfill – St. Joseph, Missouri

Served as Engineer of Record for construction drawings and CQA reports for construction of Cells 2-5 in Area 3 for MDNR Permit 102012. Other work during this period included a permit modification for vertical expansion, a successful offsite migration control system for LFG and a leachate mitigation control system for an adjacent pre-subtitle D area.

Plattco Landfill, Slope Failure Study – Platte County, Missouri

Investigated design and construction of recently completed capping system which had experienced shear failure of letdown structures and erosion. Independent analysis of stormwater structures showed that failure was attributable to design storm event occurring before establishment of ground cover, resulting in high intensity discharge exceeding design parameters.

Southeast Landfill – Kansas City, Missouri

Project Director for permitting and final design of a LFG collection system (3,500 cfm). Prepared a foundation design and revised air permit for relocated 2,000-scfm flare. The project included a route study for a 2.5-mile transmission line, the addition of six dual extraction wells and a leachate removal system. Provided all CAA permitting, monitoring and reporting for the closed site.

Mo-Pass Landfill – Maryland Heights, Missouri

Investigated offsite migration of LFG to southwest of property and developed mitigation plan modifying existing active LFG collection system. Also investigated nearby reports of gas to

EDUCATION

Master of Business Administration,
University of Kansas, 1985

Bachelor of Science, Civil Engineering,
University of Notre Dame, 1980

REGISTRATIONS

Professional Engineer:
Missouri, No E-21393
Kansas, No 14335
Nebraska, No E-9435
Oklahoma, No 20637

CERTIFICATIONS

40-Hour HAZWOPER

AFFILIATIONS

Solid Waste Association of North America (SWANA) Executive Committee
SWANA Mo Chapter, Past President
MWCC, Past President and current Advisory Board Member.

WORK HISTORY

Terracon Consultants, Inc.,
Department Manager
2018-Present

Connor Engineering LLC
Principal
2017

Burns & McDonnell, Inc
Environmental Engineering Department
Manager
2008-2016

SCS Engineers,
Vice President,
Office Solid Waste Department Manager
1995-2007

Black & Veatch,
Project Engineer
1980-1995

PRESENTATIONS/PUBLISHED ARTICLES

MWCC Conferences,
SWANA Wastecon,
APWA
ASCE Magazine
Handbook on Recycling, Herb Lund Chapter
24 Material Recovery Facility Design

ADDITIONAL TRAINING

MDNR/SWANA 10 hr Recertification
Training Course Coordinator, Jefferson City
Mo April 1998-2017.

* Includes Work performed prior to joining
Terracon.

Keith R. Connor, P.E. (continued)

northeast of site, determining that LFG from the site was not the source, using isotopic analysis of the gas.

Butler County Landfill – David City, Nebraska

Project Director for hydrogeologic investigation and the initial Title 132 permitting of privately owned, Butler County Landfill. Butler County Landfill was the first Subtitle D landfill permitted in the state of Nebraska. Following permitting, construction documents for the initial waste cells and lined leachate ponds were also prepared under his direction.

Northeast Nebraska Solid Waste Coalition Landfill – Norfolk, Nebraska

Provided QC review for NDEQ Title 132 Solid Waste Permit Renewal in 2014. The 2014 NDEQ Permit Renewal Drawings included updates to the permitted landfill design, and design/development of a new on-site borrow area to reduce financial assurance (closure and post-closure) costs for the NNSWC. The drawings approved in early 2015 with no material comments from NDEQ.

Farmer's Landfill, Livingston Co, Missouri

Former quarry site operated as a Sanitary Landfill by Waste Management. Served as Project Manager for WM Closed Site Group to investigate and certify required 24-inch cap, 1*10 -6 cm/sec cap as permitted. Geotechnical testing records were examined and recompiled and supplemental perm testing conducted on 100 foot centers where required to allow closure across 2 landfills.

87th Street Compost Drop-off Facility – Kansas City, Missouri

This site was a municipal dump operated by KCMO in the 1960s that the City reclaimed for use as a public drop-off site. Conducted a title search, evaluated existing drainage structures, and designed site improvements including storm water conveyance. A 404-permit waiver and land disturbance permits from the City and State were obtained as part of the redevelopment of this site.

McArthur Drive Landfill – St. Joseph, Missouri

Designed closure for a 20-acre landfill (a National Priority List site) adjacent to the Missouri River in accordance with U.S. Environmental Protection Agency (EPA), MDNR, and Corps of Engineers requirements. Closure included EPA feasibility study and final design of alternative cover using asphalt cap allowing post closure use as a parking lot.

Tontitown Landfill – Arkansas

Developed alternative liner concepts for closure of Tontitown Landfill. Demonstrated that alternatives were hydrologically superior to prescriptive cap system. Developed construction documents for closure of 50 acres of side-slopes.

Ponca City Landfill – Ponca City, Oklahoma

Prepared complete construction drawings for 12-acre cell construction completed in late 2007. Project also included storm water master plan for existing site to bring into full compliance with Subtitle D. The operating landfill previously did not have provisions for storm water management

Ozark Ridge Landfill – Arkansas

Developed alternative cover system as demonstration project for 9-acre closure. Liner product combined high-density polyethylene (HDPE) cover and drainage net. Modeling demonstrated equivalent hydraulic performance, as well as ease of construction.

Cahokia Road Landfill – Roxana, Illinois

Designed and submitted plans to Illinois Environmental Protection Agency (IEPA) for leachate recirculation system to accommodate liquids from the landfill gas collection system.

Brooks Landfill – Wichita, Kansas

Project Manager and Lead Engineer for closure and drainage design for 120 and 70-acre landfill cells. The improvements included membrane cap and channels to control stormwater runoff, siltation ponds, culverts, access road, outlet structures, constructed wetlands and vegetation of the landfill cap.

Livingston Landfill – Pontiac, Illinois

Investigated CAA violations as identified by IEPA at landfill and developed remedies to address for benefit of landfill owner and LFG end-user. Violations included wells not delivering vacuum, and exceedences of temperature at collection wells. Report developed identified improvements needed including additional header capacity to LFG to energy plant.

Envirotech Landfill – Morris, Illinois

Keith R. Connor, P.E. (continued)

Developed land and air permits construction and operating permits from IEPA and construction drawing for LFG initial 60 well collection system to fuel 3 MW LFG to Electricity plant.

US Energy Biogas Corp. – Various Illinois Landfills

Performed due diligence including verification of IEPA land and air permits, LFG modeling, development of financial proforma, onsite investigations and file reviews of the following sites on three occasions related to transaction and refinancing of debt: Dixon-Lee Landfill, Environtech Landfill, Roxana Landfill, Upper Rock Island County Landfill. Quad Cities Landfill and Countryside Landfill.

Chapin Landfill | City of Wichita – Wichita, Kansas

Worked with City of Wichita in providing emergency response to LFG migration into mobile home park adjacent to closed Chapin Landfill. Identified safety measures for immediate implementation, developed response plan to KDHE and developed long term remediation plan of active LFG collection system which has proven successful. Plan included investigation of voluntary destruction of methane for carbon credits.

Waste Management of Arkansas – Arkansas

Developed LFG extraction system for in waste and out of waste areas of the Tontitown Landfill to address leachate, LFG, and groundwater concerns. Lead design, permitting, and construction efforts for multiple projects.

Brooks Landfill – Wichita, Kansas

Prepared permit, final drawings, and associated cost estimates for vertical and horizontal LFG collection system at this 150-acre site. Provided ongoing assistance to support the LFG developer in well field modifications.

Cedar Rapids Landfill No 1 | US Bioenergy

Modeled LFG production on this site and a dozen other sites as part of refinancing due diligence efforts for LFG developers. Modeling included LFG projections and development of proforma to show projected revenues, cost and debt service payments for individual and combined sites. Performed site inspection and reported on condition of LFG collection system, flare and non-performing gas utilization equipment as part of multi-site report for developers in efforts to refinance portfolio of energy recovery projects.



O&M Sanitary Transfer and Landfill

DELAFIELD, WI

The site consists of an approximately 48-acre parcel, which is currently occupied by a vegetated-covered, historic landfill. The historic waste area encompasses approximately 42-acres and areas to the south contain a leachate collection system, a leachate loadout pad, and a blower and flare system.

Between 1955 and 1979, the Sanitary and Transfer Landfill in Delafield accepted waste material including municipal, commercial, and industrial wastes. In the late 1970's, a leachate collection and removal system were installed and operated. Over the last 20-30 years, the leachate collection system produces approximately 1 to 2.6 million gallons of leachate per year. Leachate is pumped from one collection manhole into a 10,000-gallon underground storage tank (UST). The leachate is pumped from the UST and disposed of at a nearby publicly owned treatment works (POTW) facility. Historically, the landfill had several migration issues of landfill gas including methane. In 1996, a gas extraction system was installed to prevent the migration of methane to nearby residents. Between 1996 and today, the landfill gas extraction system has undergone several modifications to improve the performance of the system to mitigate migration issues. Modifications included installation of new extraction points (and subsequent abandonment of old points), additional gas header piping, control valves and updates to gas condensate sumps and gas extraction well heads.

Due to the old age of the historic wastes, the gas generation potential of the waste is low and decreasing over time. To this day, however, methane migration remains an issue with nearby businesses and residences. Therefore, the landfill gas extraction system and leachate collection system are to be continued and must be monitored.

Terracon was retained to continue operation and maintenance associated with the landfill's gas extraction and flare system. Terracon is responsible for routine maintenance regarding the site's leachate collection system and landfill gas extraction system which includes a blower and flare system and air compressor. Monthly site visits are made to the landfill to monitor methane, carbon dioxide and oxygen values at 31 gas extraction wells, 8 header monitoring points and 24 monitoring probes. Real-time data acquisition obtained using a GEM-5000 allows Terracon to make same-day decisions to re-balance the extraction system. With this Terracon, can keep the extracted gas at optimum levels to keep the extraction system and flare system running continuously throughout the year. Semi annually, Terracon samples 6 offsite potable wells, 2 offsite groundwater monitoring wells and an onsite leachate well. Samples are analyzed for constituents in accordance with NR 507. Post sampling, Terracon tabulates water data to generate offsite potable well reports, semi-annual/annual reports, and upload data to the WDNR in a format compatible with WDNR's Groundwater and Environmental Monitoring System (GEMS) database.

CLIENT:

Wisconsin Department of Natural Resources (WDNR)

DATE:

July 2019 through present

FEE:

\$25,000

HIGHLIGHTS:

- ✓ Operation of a leachate collection system and landfill gas extraction system
- ✓ Routine maintenance of components associated with landfill gas extraction including a blower and flare system
- ✓ Real-time data acquisition of landfill gas data using a GEM-5000
- ✓ Semi-annual potable well, groundwater, and leachate sampling and reporting

N.W. MAUTHE SUPERFUND SITE – Appleton, Wisconsin

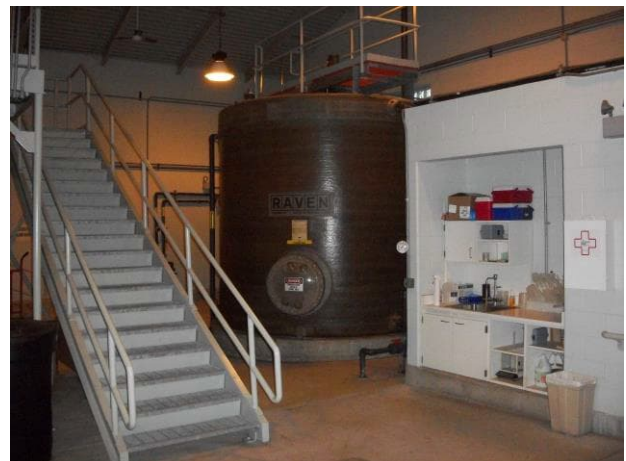


Terracon was retained from October 2011 through the present to provide environmental services associated with a groundwater treatment system at this site impacted primarily by hexavalent chromium and volatile

organic compounds (VOCs). Hard chromium electroplating and other metal plating operations were performed at the facility from 1960 to 1987. The site was added to the National Priorities List in 1989. Hexavalent chromium exists in groundwater at several orders of magnitude above groundwater cleanup standards.

Groundwater is extracted from two trenches located down-gradient of the source areas. Groundwater extraction is designed to control groundwater flow to minimize the amount of contaminated groundwater migrating from the site into residential areas. Formerly water was treated on-site to remove hexavalent chromium prior to discharge to the sanitary sewer under permit. Since 2006 the removed groundwater has met discharge limits without treatment. From October 2011 through June 2016, approximately 3,412,000 gallons of water were pumped through the facility.

Terracon's responsibilities at the facility include operation and maintenance of the system, monthly compliance monitoring, periodic monitoring of the groundwater, and system redesign and optimization services. System redesign and optimization activities have involved evaluation and replacement of the pumps with new maintenance-free pumps, and replumbing the system discharge to reduce risk of exceeding discharge limits. Terracon's efforts have reduced estimated lifetime system costs substantially.



CLIENT NAME

Wisconsin Department of Natural Resources

Contact: Jennifer Borski, Project Manager

CONTRACT VALUE

\$130,000

COMPLETION DATE

2011 through present

RELEVANT FEATURES

- ✓ Co-mingled Plume of Chlorinated Solvents and Hexavalent Chromium
- ✓ Operation and Maintenance of Groundwater System
- ✓ Monthly Compliance Monitoring
- ✓ Quarterly Groundwater Monitoring
- ✓ Investigation of Hexavalent Chromium in Soil on Residential Property



Terracon Will Be Incident and Injury-Free

Incident and Injury-Free (*IIF*) is about demonstrating care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people, who we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free.

We will nurture an Incident and Injury-Free workplace in which people work safely because of their personal belief that it is the right way to work, not to avoid punishment or comply with some rule. In our Incident and Injury-Free workplace, people know that working at risk jeopardizes everything and everyone they care for and value. We agree to coach each other in the promotion of safe work behavior, out of care and concern, without threat or personal affront. A person working at risk will not be considered a confrontation to avoid, but as an opportunity to share concern, build a relationship and grow our safety culture.

Incident and Injury-Free is about creating a future once believed impossible. It requires courage, trust and strong personal and organizational commitment. We will hold ourselves responsible not just for our own safety and wellbeing, but for that of everyone around us. We will all develop a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

**TERRACON ENVIRONMENTAL SERVICES FEE SCHEDULE
2025**

I. PERSONNEL

A. Professional Staff

1.	Staff Professional	\$90.00 hour
2.	Senior Staff Professional	105.00 hour
3.	Project Professional	115.00 hour
4.	Project Manager	125.00 hour
5.	Project Manager II.....	145.00 hour
6.	Senior Project Manager	160.00 hour
7.	Principal/Senior Professional	190.00 hour
8.	Senior Principal	230.00 hour

B. Support Staff

1.	Clerical.....	\$70.00 hour
2.	Draftsperson	95.00 hour
3.	Administrative Project Manager	100.00 hour

II. EXPENSES/SUPPLIES/SUBCONTRACTED SERVICES

1.	Transportation	0.77/mile
2.	Packaging/Shipping	Cost plus 15%
3.	Subcontracted Services	Cost plus 15%
4.	Materials and Supplies.....	Cost plus 15%
5.	Analytical Laboratory Tests.....	Cost plus 15%
6.	Food/ Lodging.....	Cost plus 15%

III. TERRACON EQUIPMENT SCHEDULE


1.	Bailer (Disposable).....	\$15.00 Each
2.	Low Flow Pump	45.00 Daily
3.	Electric Water Level Indicator.....	35.00 Daily
4.	Water Quality Meter	200.00 Daily
5.	In-line 0.45 Micron Water Sampling Filter	25.00 Each
6.	Photoionization Detector (HNU or OVM).....	95.00 Daily
7.	Landfill Multi-Gas Meter	130.00 Daily
8.	Air Sampling Kit	250.00 Daily
9.	Moisture Test Kit.....	100.00 Daily
10.	Pressure Field Extension Kit.....	30.00 Daily
11.	Hand Auger Sampling Kit.....	100.00 Daily
12.	Sub-slab Insert.....	95.00 Each
13.	Drum.....	100.00 Each
14.	X-ray Fluorescence (XRF) Detector	250.00 Daily

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Richland Center WI ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Richland Center LFs project ("Project"), as described in Consultant's Proposal dated 01/15/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
 By:  Date: 1/22/2025
 Name/Title: Edmund A. Buc / Department Manager, Environmental Services
 Address: 4900 S Pennsylvania Ave, Ste 100
Cudahy, WI 53110-1347
 Phone: (414) 423-0255 Fax: (414) 423-0566
 Email: Edmund.Buc@terracon.com

Client: City of Richland Center WI
 By: _____ Date: _____
 Name/Title: Jasen Glasbrenner / Director
 Address: 450 S Main St
Richland Center, WI 53581
 Phone: _____ Fax: _____
 Email: jasen.glasbrenner@richlandcenterwi.gov

Agenda Item: WEDC Community Development Investment Grant Resolution for Wild Honey Collective, LLC

Requested & Presented by: Jasen Glasbrenner

Meeting Date: Finance Committee and Common Council on 02-04-2025

Committee Review: Finance Committee

Background:

The Wisconsin Economic Development Corporation (WEDC) - Community Development Investment (CDI) program supports urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

The Richland Center Economic Development Department continues to work closely with Ela Kakde, our WEDC Regional Economic Development Director, to secure grants that are beneficial to our community. We have successfully administered the program in the past, most recently with the CDI grant awards for the Rockbridge Bethlehem Lutheran Church Childcare Facility and for the Los Amigos II Restaurant expansion in downtown R.C.

The department is seeking approval to execute a Resolution Authorizing the Submission of an Application for a WEDC – Community Development Investment Grant for the development of Wild Honey Juicery & Café by Wild Honey Collective, LLC at 212 N Main St, Richland Center, WI 53581.

Department Recommendation: Approve the execution of Resolution No. 2025 – 1.

Financial Impact: No direct expenditure other than necessary city staff support.

Funding Source: N/A

Requested Action:

FINANCE: Motion to recommend to Common Council the execution of Resolution No. 2025-1 - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION – COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR THE DEVELOPMENT OF WILD HONEY JUICERY & CAFÉ BY WILD HONEY COLLECTIVE, LLC AT 212 N MAIN ST, RICHLAND CENTER, WI 53581.

COUNCIL: Motion to approve the execution of Resolution No. 2025-1 - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION – COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR THE DEVELOPMENT OF WILD HONEY JUICERY & CAFÉ BY WILD HONEY COLLECTIVE, LLC AT 212 N MAIN ST, RICHLAND CENTER, WI 53581.

Attachment(s):

- Community Development Investment Grant Informational Sheet
- Wild Honey Collective, LLC WEDC Image Set
- Resolution No. 2025 – 1

COMMUNITY DEVELOPMENT INVESTMENT GRANT

BUILDING VIBRANT COMMUNITIES IN WISCONSIN

The Wisconsin Economic Development Corporation's (WEDC's) **Community Development Investment (CDI) Grant Program** helps transform communities by funding projects that mobilize people and resources to inspire positive and substantive local development.

How it works

The CDI Grant Program will support urban, small city, and rural community (re)development efforts by providing financial incentives for catalytic shovel-ready projects with emphasis on, but not limited to, community-driven commercial corridor efforts. The maximum grant amount is generally \$250,000. Grant recipients must provide a minimum 3:1 matching investment in project costs; projects located in a designated economically distressed community, an Opportunity Zone, a rural community, or a designated district of a Wisconsin Main Street community must provide a minimum 1:1 matching investment. Additionally, a project where a key component is to provide child care services or expand housing availability may also be approved by WEDC to provide 1:1 matching funds.

Eligibility requirements

Grant recipients must demonstrate significant, measurable benefits in job opportunities, property values, and/or leveraged investment by local and private partners in at least one of the following efforts:

- Development of a significant destination attraction
- Rehabilitation and reuse of an underutilized or landmark building
- Infill development
- Historic preservation
- Infrastructure efforts (including disaster prevention measures) providing substantial benefits to downtown residents/property owners
- Mixed-use development (not exclusively residential)

Eligible activities

CDI Grant funds may be used for the following activities:

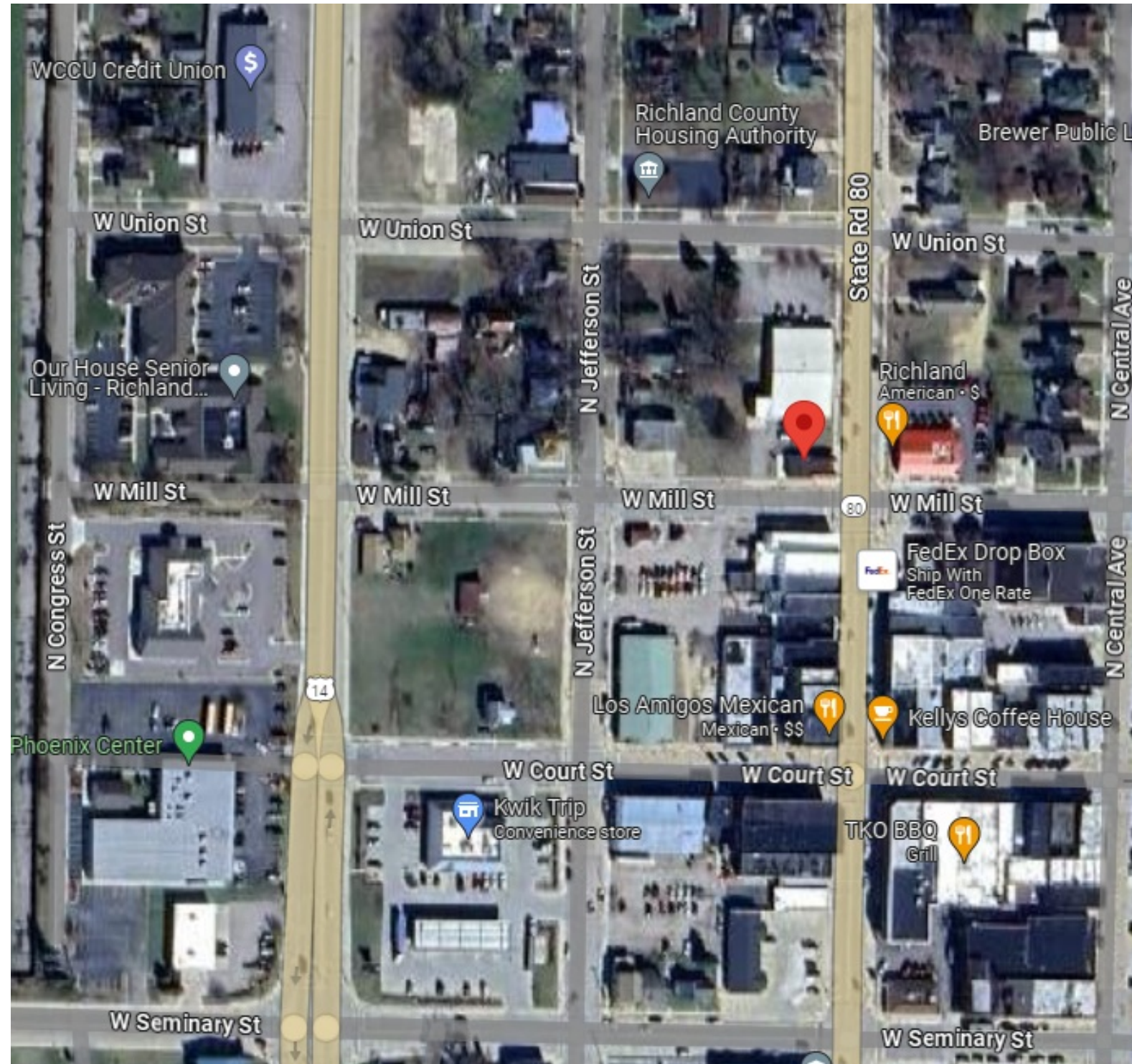
- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure improvements
- Building relocation of a CDI project property

LEARN MORE

For more information about becoming eligible for the Community Development Investment Grant Program, contact a Wisconsin Economic Development Corporation (WEDC) regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.

WILD HONEY JUICERY AND CAFE 212 NORTH MAIN STREET RICHLAND CENTER, WI



LOCATION

REVISION TABLE	
NUMBER	DATE

WILD HONEY JUICERY & CAFE'
212 N. MAIN STREET
RICHLAND CENTER, WI 53581

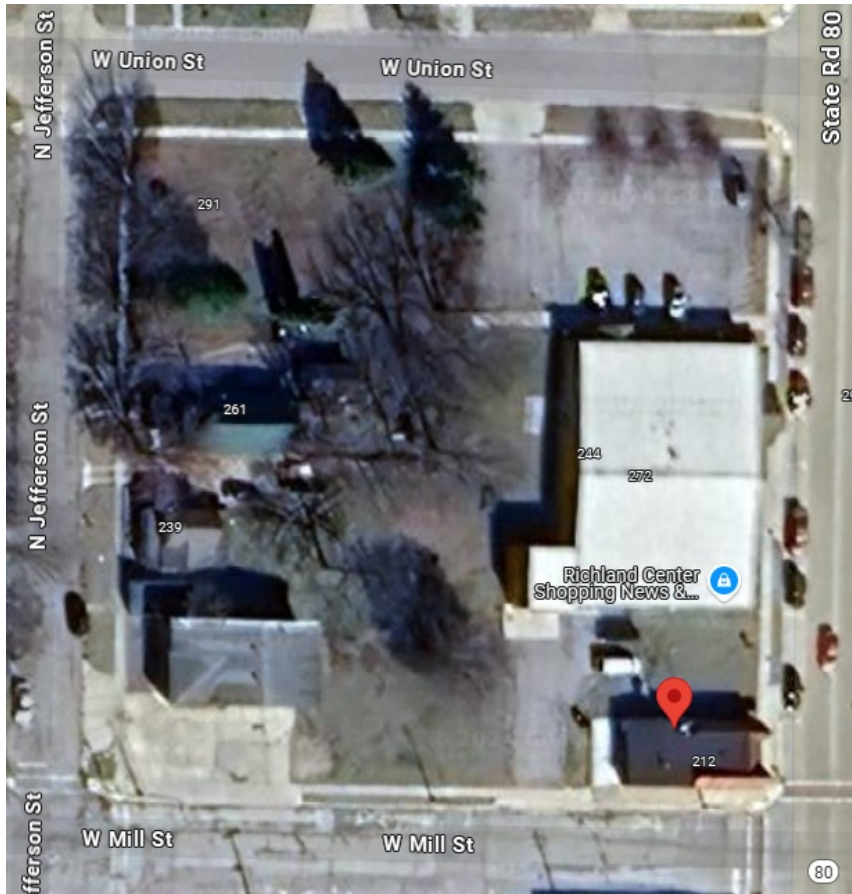
DRAWINGS PROVIDED BY:
NATALY WEISZ

DATE:
12/5/2024

SCALE:
NS

SHEET:
78

EXISTING 212 W. MAIN STREET BUILDING.
 WAS OPERATING AS A RESTAURANT.
 TO BE RENOVATED INTO A JUICERY AND CAFE.



Item 14.

REVISION TABLE	NUMBER	DATE	REVISED BY	DESCRIPTION

WILD HONEY JUICERY AND CAFE
 212 N. MAIN STREET
 RICHLAND, WI 53581

DRAWINGS PROVIDED BY:
 NATALY WEISZ

DATE:
 11/26/2024

SCALE:
 NS

SHEET:
 79

WORKING DESIGN FOR THE NEW WILD HONEY JUICERY AND CAFE.



REVISION TABLE	NUMBER	DATE	REVISION BY	DESCRIPTION

WILD HONEY JUICERY AND CAFE
212 N. MAIN STREET
RICHLAND, WI 53581

DRAWINGS PROVIDED BY:
NATALY WEISZ

DATE:

11/26/2024

SCALE:

NS

SHEET:

80



REVISION TABLE	NUMBER	DATE	REVISION	DESCRIPTION

WILD HONEY JUICERY AND CAFE
 212 N. MAIN STREET
 RICHLAND, WI 53581

DRAWINGS PROVIDED BY:
 NATALY WEISZ

DATE:
 11/26/2024

SCALE:
 NS

SHEET:



REVISION TABLE	NUMBER	DATE	REVISED BY	DESCRIPTION

DRAWINGS PROVIDED BY:
NATALY WEISZ

DATE:

11/26/2024

SCALE:

NS

SHEET:

82



EXISTING EXTERIOR 1



EXISTING EXTERIOR 2



EXISTING EXTERIOR 3



PLANNED EXTERIOR 1



PLANNED EXTERIOR 2



PLANNED EXTERIOR 3

EXISTING EXTERIOR &
PLANNED EXTERIOR

NUMBER	DATE	REVISION TABLE REVISOR	DESCRIPTION

WILD HONEY JUICERY & CAFE'
212 N. MAIN STREET
RICHLAND CENTER, WI 53581

DRAWINGS PROVIDED BY:
NATALY WEISZ

DATE:

12/5/2024

SCALE:

NS

SHEET:



REVISION TABLE	
NUMBER	DATE

WILD HONEY JUICERY & CAFE'
 212 N. MAIN STREET
 RICHLAND CENTER, WI 53581

DRAWINGS PROVIDED BY:
NATALY WEISZ

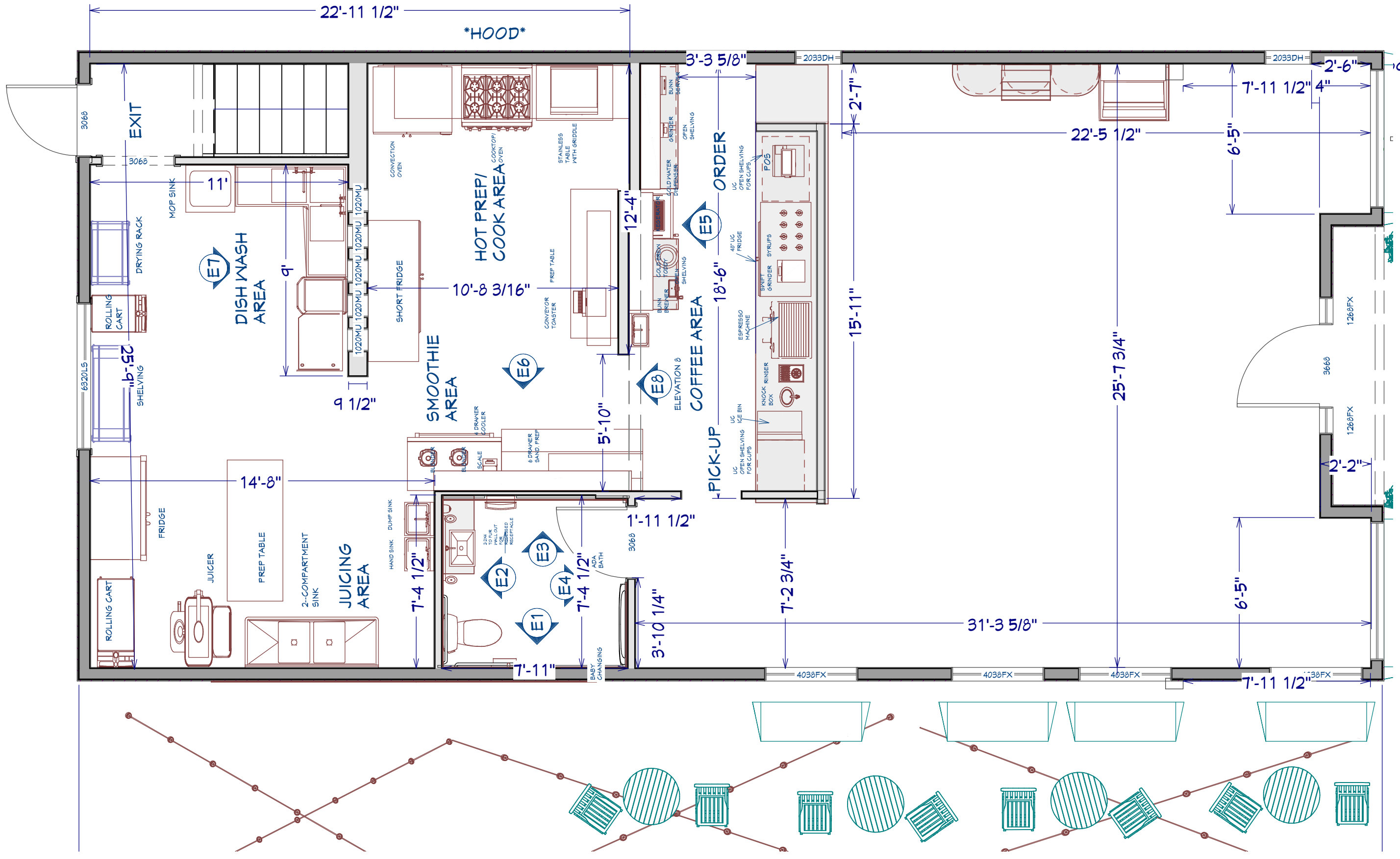
DATE:

12/5/2024

SCALE:

1/4" = 1'

SHEET:



creenshot 2024-09-09 1

**CITY OF RICHLAND CENTER
RESOLUTION NO. 2025 - 1**

Item 14.

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION – COMMUNITY DEVELOPMENT INVESTMENT GRANT FOR THE DEVELOPMENT OF WILD HONEY JUICERY & CAFÉ BY WILD HONEY COLLECTIVE, LLC AT 212 N MAIN ST, RICHLAND CENTER, WI 53581

WHEREAS, the Wisconsin Economic Development Corporation – Community Development Investment Grant (WEDC-CDI) program provides incentives for shovel-ready projects with emphasis on downtown community-driven efforts that should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners; and

WHEREAS, Wild Honey Collective, LLC has been diligently working on a business and renovation plan for their location in Richland Center at 212 N Main St., Richland Center, WI; and

WHEREAS, the Wild Honey Collective, LLC business and renovation plan appears to align with the criteria and goals of the WEDC-CDI grant program and will be of benefit to community members; and

WHEREAS, a resolution by the City of Richland Center authorizing the submission of the grant is a prerequisite for the submission of the CDI Grant;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Richland Center does hereby authorize City personnel to fully execute the necessary steps to complete the application, development agreement and reporting requirements of this grant;

ADOPTED by the Common Council of the City of Richland Center on this 4th day of February 2025 by the following vote: AYES _____, NOES _____.

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

Todd Coppernoll, Mayor

Attest:

Amanda Keller, City Clerk

		AYE	NO
Aldersperson:	Fruit		
Aldersperson:	Tepley		
Aldersperson:	Chambers		
Aldersperson:	McCarthy		
Aldersperson:	Melby		
Aldersperson:	Walters		
Aldersperson:	Cairns		
Aldersperson:	Downs		

Agenda Item: Waste Management Fees

Committee Review: Finance Committee

Meeting Date: Finance – February 4, 2025

Requested by: Amanda Keller, Clerk

Background: There is one year remaining in the contract with Town & Country Sanitation contract. The original contract stipulated a 3% increase to the fees each year of the contract but charges to the public have not been updated for over 10 years. There were some questions as to the number of residents within the city receiving services vs how many were being billed to the city each month. Town & Country reduced the amount they charged for Garbage Service throughout 2024 but will resume with the original fee amount including the 3% increase starting January 2025.

Town & Country Sanitation confirmed they will begin charging the following:

- They will bill for *1,835 homes*
 - Garbage = \$9.16 per home for a total of **\$16,808.60/month**
 - Recyclables = \$3.11 per home for a total of **\$5,706.85/month**
- Transfer Station will increase to **\$889.92/month**
- Landfill Roll-Offs increase to \$131.00 each time they are pulled
 - 30YD Wood/Pallets will cost \$26.50/Ton plus \$131.00/Pull
 - 3-30YD & 1-42YD Garbage will cost \$52.50/Ton plus \$131.00/Pull
 - No charge on recycling as long as items are kept separated
 - 1-30YD Plastic
 - 1-20YD Tin
 - 1-20YD Glass
 - 1-42YD Cardboard

After reviewing costs over the past 2 years, we anticipate the average cost for sanitation service to be roughly \$25,211.17 per month or \$13.74 per home charge. Raising the monthly charge from \$12 to \$14 would cover the cost of the service and administration without a loss to the city.

Landfill costs have also not been updated since 2014 and after reviewing the Landfill revenue vs the average monthly costs to run the landfill over the past 2 years averages a loss of \$1,572.41 a month to the city. Looking at other landfill costs in the nearby area we have proposed an adjustment to the costs to dispose of items at the landfill.

Department Recommendation: Updating the fees to the public would allow the city to cover the cost of sanitation services. As we do not know what costs will look like once a new contract is established for 2026, raising the service fees a smaller amount now could make it easier to raise again to accommodate fees in smaller incremental amounts while preventing a financial loss to the city for these services.

Financial Impact: Keeping fees to the public at the current rates would create a monthly shortfall of \$3,191.17 in garbage fees and \$1,572.41 in landfill costs.

FINANCE: Motion to recommend to the Council to adopt Resolution 2025-03 Increasing the Fees for Garbage and Trash Removal from Residential Properties and for Acceptance of Waste Materials at the City Waste Disposal Site.

COUNCIL: Motion to adopt Resolution 2025-03 Increasing the Fees for Garbage and Trash Removal from Residential Properties and for Acceptance of Waste Materials at the City Waste Disposal Site.

**CITY OF RICHLAND CENTER
RESOLUTION 2025-03**

RESOLUTION INCREASING THE FEES FOR GARBAGE AND TRASH REMOVAL FROM RESIDENTIAL PROPERTIES AND FOR ACCEPTANCE OF WASTE MATERIALS AT THE CITY WASTE DISPOSAL SITE

WHEREAS, section 355.10 of the Code of Ordinances provides that fees for City garbage and trash removal from non-commercial properties and tipping fees for waste brought to the City disposal site may be changed from time to time by resolution of the Common Council; and

WHEREAS, the Common Council last adjusted these fees in 2014, and since that time, the costs associated with providing these essential services have increased; and

WHEREAS, due to the increased costs, the Common Council has determined that it is necessary to revise the current fees for these services; and

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Richland Center, Richland County, as follows:

- 1) The following revised fees shall be imposed:
 - a) The fee for garbage and trash removal from non-commercial properties having not more than four (4) dwelling units is increased from \$12.00 to \$14.00.
 - b) The tipping fee for acceptance of garbage, trash or other acceptable waste materials brought to the city disposal site is increased from \$105.00 per ton to \$115.00 per ton.
 - c) The minimum tipping fee for acceptance of garbage, trash or other acceptable waste materials brought to the city disposal site is increased from \$10.00 to \$15.00.
 - d) The fee for other waste items shall be as prescribed by Exhibit A attached hereto.
- 2) The foregoing revised fees shall be applicable commencing March 1, 2025.

ADOPTED by the Common Council of the City of Richland Center on this 4th day of February by the following vote: AYES: _____, NOS: _____

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

Todd Coppernoll, Mayor

Attest:

Amanda Keller, City Clerk

EXHIBIT A


RICHLAND CENTER SANITARY LANDFILL

24147 County Highway AA
Richland Center, WI 53581
608-647-8496 | 608-604-5820

Hours: Mon & Wed, 8:00 AM – 1:00 PM
Sat 8:00 AM – 12:00 PM

Material	Fee
Household Recyclables (<i>separated recycling only</i>)	No Fee
Household Garbage	\$15.00 min or \$115 / ton
Construction Materials	\$15.00 min or \$115 / ton
Clean Concrete	\$20.00 / ton
Appliances: <ul style="list-style-type: none"> • Large Appliances – Stove, refrigerator, washer, dryer, dishwasher, freezer, hot water heater, dehumidifier, humidifier, furnace or air conditioner • Small Appliances – Coffee machines, vacuums, shampooers, etc. 	\$15.00 / each \$5.00 / each
Microwaves	\$25.00 / each
Televisions	\$25.00 / each
Copy Machines	\$25.00 / each
Scrap Metal	No Fee
Yard Materials – brush, leaves, grass clippings, and garden organic waste	No Fee – <i>leave outside gate in compost area</i>
ITEMS NOT ACCEPTED: <ul style="list-style-type: none"> • Tires • Computers • Light Bulbs • Batteries • Oil Filters & Used Oil 	Visit the Richland Center website for more information: www.richlandcenterwi.gov



LANDFILL COSTS

- **Garbage:** \$105.00 per ton with a \$10.00 minimum charge from 0 – 180 pounds
- **Household garbage, large item trash, wood, metal, construction material also Furniture:** \$105.00 per ton with a minimum charge of \$10.00
- **Concrete:** \$4.00 per ton
 - Minimum is up to 1,250 lbs. = \$2.50
- **Appliances:** \$10.00 for each appliance
 - Stove, refrigerator, washer, dryer, dishwasher, freezer, hot water heater, dehumidifier, humidifier, furnace, air conditioners or water heaters
- **Microwaves:** \$25.00 each
- **Televisions:** \$25.00 each
- **Copy Machines:** \$25.00 each
- **Recyclable Items:** No Charge
 - Cardboard, newspapers, magazines, glass, tin cans, aluminum foil & cans



CASH & CHECKS ACCEPTED
Payable to: City of Richland Center

Large Item Pickup

☎ 608-647-3466
🌐 bit.ly/RCgarbagepickupinfo

RICHLAND CENTER SANITARY LANDFILL

Derrick J. (Rick) Morgan - Sanitation Engineer
24147 County Highway AA
Richland Center, WI 53581
608-647-8496 | 608-604-5820

Hours: Mon & Wed, 8:00 AM – 1:00 PM
Sat 8:00 AM – 12:00 PM

ITEMS NOT ACCEPTED



Tires

Tires are not accepted at the Richland Center Landfill. For disposal, please take them directly to one of the following:

- L & M Salvage | 608-647-3490
- R&K Tire & Auto | 608-647-3150
- Bindle Tire & Auto | 608-647-5851



Computers

Goodwill Industries is a collection/drop-off point for computers and computer related equipment in any condition – no charge.



Light bulbs

Light bulbs of all types can be taken to Walsh's Ace Hardware (608-647-8925)



Batteries

The Richland Center Landfill accepts household batteries. Automotive batteries can be taken to Auto Zone (608-647-6484)



Oil Filters & Used Oil

O'Reilly Auto Parts will take used oil filters and used oil – no charge

The City does not collect the following material and they should not be placed at the curb: lumber, rocks, concrete, soil, sod, metal, furniture. If the following material is left at the curb, you will receive a notice in the mail. If the material is not removed, it will be removed at your expense

CITY OF RICHLAND CENTER

AGENDA ITEM DATA SHEET

Agenda Item: City Management of Veterans Memorial at City Hall

Requested & Presented by: Jasen Glasbrenner

Meeting Date: Common Council on 02-04-2025

Committee Review: Public Works Committee on 12-19-2024 and 01-16-2025

Background:

In December 2024, Richland County Veterans Honor Roll, Inc. (RCVMHR) representative Leonard Frye requested the city to assume full management of the Veteran's Memorial on Municipal Building grounds. Anticipating an eventual transfer of management responsibility, in 2016 the Common Council executed an agreement outlining the transfer process. The Public Works Committee reviewed the request in December 2024 and January 2025.

Public Works Committee Meeting Minutes from December 19, 2024:

City Management of Veterans Memorial at City Hall

Walters request to refer to City Attorney Michael Windle for further research. To be brought to the next PW meeting. Melby requests clarification regarding the budget line item for a Veteran's Memorial carry-over fund. Walters explained that the City can restrict the budget item to be used strictly for this purpose. Directive from the Committee to get Attorney Windle involved and bring it back.

Public Works Committee Meeting Minutes from January 16, 2025:

City Management of Veterans Memorial at City Hall

The Public Works Committee was provided with an update from Attorney Michael Windle regarding the ownership transfer and nonprofit dissolution. Motion by Fruit to recommend to the Common Council to establish a timeline for transitioning the management of the memorial to the City. Seconded by Melby. Motion carried unanimously.



Financial Impact: Ongoing maintenance and management costs. Insurance is currently provided by the City.

Funding Source: Upon the dissolution of RCVMHR, approximately \$31,000.00 will be transferred to the City for the ongoing management of the memorial.

Requested Council Action: Motion to approve assuming full management responsibility of the Veteran's Memorial upon the formal dissolution of the RCVMHR and transference of funds.

**AGREEMENT TERMINATING LAND LEASE FOR VETERANS
MEMORIAL AND TRANSFERRING ALL LEASEHOLD
IMPROVEMENTS TO THE CITY OF RICHLAND CENTER**

WHEREAS, the City of Richland Center (hereinafter alternatively referred to as “City”) as Lessor and Richland County Veterans Honor Roll, Inc. (alternatively referred to herein as “RCVMHR”) as Lessee did heretofore enter into an **AMENDED DEVELOPER’S AGREEMENT AND LAND LEASE FOR VETERANS MEMORIAL** made effective December 31, 2006;

AND WHEREAS, Richland County Veterans Honor Roll, Inc. has now completed construction of the veteran’s honor roll project on a portion of the City Municipal Building grounds located at 450 South Main Street, Richland Center, WI, pursuant to said lease and desires to transfer the leasehold improvements on the heretofore leased property to the City of Richland Center and terminate the said land lease;

AND WHEREAS, the City of Richland Center has agreed to accept such transfer of the leasehold agreements and terminate the land lease on the terms set forth hereinbelow; now, therefore,

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, conditions and provisions herein contained, Lessor and Lessee agree as follows:

1. Transfer of Leasehold improvements to the City. The Richland County Veterans Honor Roll, Inc., does hereby transfer to the City of Richland Center title to all leasehold improvements heretofore installed by it on the City Municipal Building grounds hereafter described in Exhibit 1 (Legal Description) attached hereto and incorporated herein by reference.

2. Conditional Acceptance of Leasehold improvements by the City. The City of Richland Center does hereby accept title to all structures and other improvements comprising the veterans memorial (alternatively referred to herein as the veterans honor roll), subject to the conditions set forth herein.

3. Continued Existence of The Richland County Veterans Honor Roll, Inc. The Richland County Veterans Honor Roll, Inc., may continue in existence and shall be permitted to continue to add names to the honor roll and to collect fees to defray the cost of such addition of names. Notwithstanding the foregoing, no additional structures not existing at the execution of this Agreement shall be placed on the property without the advance consent of the City Council. The Richland County Veterans Honor Roll, Inc. shall not expend any funds currently held by it or in the future received by it for any purpose other than adding names to the honor roll or for repairs to the honor roll structures.

4. Permitted Alterations to the Monument Site. The RCVMHR shall have the right to

alter the northwest corner adjacent to the Peace Monument by adding internal steps and appropriate safety hand rails. The Richland County Veterans Honor Roll, Inc. will bear all costs of such alterations and shall be responsible for assuring that all such alterations are made in compliance with the Americans with Disabilities Act and all other applicable laws.

5. Responsibility for Future Repairs. In the event that the structures and other improvements comprising the veterans memorial should in the future become in need of maintenance-type repairs, if the Richland County Veterans Honor Roll, Inc. is still in existence it shall be responsible for the cost of such repairs, either out of their funds on hand or by soliciting donations to defray the cost thereof. The Richland County Veterans Honor Roll, Inc. agrees to actively solicit funds to defray the cost of any such needed repairs.

6. Insurance. The City will bear the cost of liability insurance coverage on the memorial. The City will also bear the cost of insurance coverage for casualty losses or damage to the memorial.

7. Adding Additional Names to the Memorial. The Richland County Veterans Honor Roll, Inc. will continue to collect and collate names to be added to the existing memorials. They will handle and coordinate the payments for added names and the placement of names on the memorial by appropriate subcontractors.

8. Flags. So long as The Richland County Veterans Honor Roll, Inc. continues to exist, it assumes responsibility for continuing to keep the 13 flags flying at the memorial, on a schedule set by the RCVHR.

9. Cessation of Existence of Richland County Veterans Honor Roll, Inc. In the event that the Richland County Veterans Honor Roll, Inc. ceases to exist it shall transfer all of its funds which have not been expended on the veterans honor roll to the City of Richland Center for the City's use in insuring and maintaining the veterans honor roll.

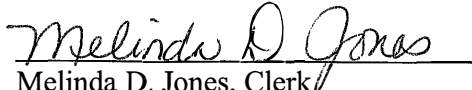
Execution of this Agreement shall constitute a mutually-agreed termination of the **AMENDED DEVELOPER'S AGREEMENT AND LAND LEASE FOR VETERANS MEMORIAL** made effective December 31, 2006, upon and subject to the terms set forth herein.

Dated effective the 28th day of March, 2016, nunc pro tunc.

City of Richland Center, Lessor, By:



Paul F. Corcoran, Mayor



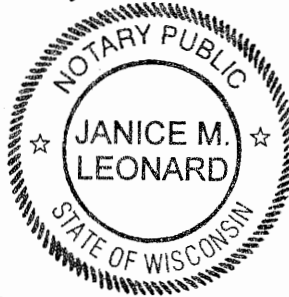
Melinda D. Jones, Clerk

State of Wisconsin)
(ss.
County of Richland)

Personally came before me this 28th day of March, 2016, the above named Paul F. Corcoran, Mayor, and Melinda D. Jones, Clerk, respectively, of the City of Richland Center, to me known to be such officers and to me known to be the persons who executed the foregoing instrument and acknowledged the same as the act of the City of Richland Center.

Janice M. Leonard

Notary Public
Richland County, Wisconsin
My commission expires: 9-28-18



Richland County Veterans Honor Roll, Inc., Lessee, By:

Patricia A. Greeley
Patricia A. Greeley, President

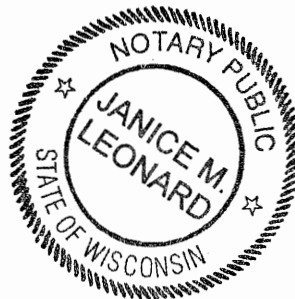
Leonard W. Frye
Leonard W. Frye, Vice President

State of Wisconsin)
(ss.
County of Richland)

Personally came before me this 29th day of March, 2016, the above named Patricia A. Greeley, President, and Leonard W. Frye, Vice President, respectively, of Richland County Veterans Honor Roll, Inc., to me known to be such officers and to me known to be the persons who executed the foregoing instrument and acknowledges the same as the act of Richland County Veterans Honor Roll, Inc.

Janice M. Leonard

Notary Public
Richland County, Wisconsin
My commission expires: 9-28-18



This instrument was drafted by City Atty. James J. Robb

EXHIBIT 1

All that part of Lot Two (2), Block 51, Haseltine's Addition, Second Plat, a part of Kinder Street and a part of Tract 47, Assessor's Plat, being located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-one (21), Town Ten (10) North, Range One (1) East, City of Richland Center, Wisconsin, bounded and described as follows:

Commencing at the Northwest Corner of Block 69, Haseltine's Addition, Second Plat to the City of Richland Center;

Thence North $51^{\circ} 37' 29''$ West, 456.28 feet to an iron pipe situated on the Easterly Right-of-Way of United States Highway "14", per Right-of-Way Project Number 1643-06-22, the Point of Beginning;

Thence South $20^{\circ} 56' 30''$ East, 10.74 feet along said right-of way;

Thence South $88^{\circ} 48' 52''$ East, 32.73 feet;

Thence North $00^{\circ} 04' 55''$ West, 97.29 feet to an iron pipe;

Thence North $88^{\circ} 48' 52''$ West, 77.69 feet to an iron pipe on said right-of way;

Thence South $25^{\circ} 03' 58''$ East, 97.36 feet along said right-of way to the Point of Beginning.

The above described parcel contains 4,986 square feet or 0.114 acre.

Agenda Item: Discussion and approval of the 2025 Contract with Chrome Fireworks and Displays, LLC.

Committee Review: Park Board

Meeting Date: November 25th, 2024

Requested by: Jodi Mieden- Recreation Director

Background: Mieden presented the contract for approval for the Saturday, June 28th, 2025 show, at the rate of \$17,000.00. The board agreed it featured a good mix of effects, all launched from a safe location, with clear viewing areas for the audience, and a reasonable duration for the event. Overall, it was an enjoyable experience for the community. Rain date would be Sunday, June 29th, 2025.

Department Recommendation: Motion to recommend approving the 2025 Contract with Chrome Fireworks and Displays, LLC., approve the Permit to Possess and Display Fireworks, and to pay the \$7,500.00 down payment to secure the show date.

Financial Impact: \$17,000.00. A donation of \$500 from Allied Machinery Richland LLC was accepted, making our total cost \$16,500.00 for the fireworks display.

Funding Source: 10-55200-220 Community Center/Fireworks budget item plus accepted donation.

Requested Action:

PARK BOARD: Motion to recommend Finance Committee approve the 2025 Contract with Chrome Fireworks and Displays, LLC., approve the Permit to Possess and Display Fireworks, and to pay the \$7,500.00 down payment to secure the show date.

FINANCE: Motion to recommend Common Council approve the 2025 Contract with Chrome Fireworks and Displays, LLC., approve the Permit to Possess and Display Fireworks, and to pay the \$7,500.00 down payment to secure the show date.

COUNCIL: Motion to approve the 2025 Contract with Chrome Fireworks and Displays, LLC., approve the Permit to Possess and Display Fireworks, and to pay the \$7,500.00 down payment to secure the show date.

Attachment(s):

- Richland Center- 2025 Chrome Fireworks Contract- 11.20.24
- 2025 -Permit for Fireworks Form
- Certificate of Liability Insurance
- Richland Center- 2025 deposit invoice- 11.20.24 (approved at 1-27-25 meeting)



CERTIFICATE OF LIABILITY INSURANCE

DATE (11/ Item 19.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

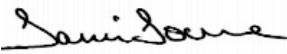
PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C. No. Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com		FAX (A/C. No): 308-382-7109
	INSURER(S) AFFORDING COVERAGE INSURER A : SCOTTSDALE INS CO		NAIC # 41297
INSURED James M Krueger II & Kate P Krueger Revocable Trust Dated October 22, 22 & Any Amendments Thereto; SEE DESCRIPTION BOX FOR FULL NAMED INSURED PO Box 44186 Madison WI 53744	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 291865840 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS4078565	10/25/2024	10/25/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
 Full Named Insured:
 James M Krueger II & Kate P Krueger Revocable Trust Dated October 22, 2022 & Any Amendments Thereto; Chrome Fireworks and Displays LLC dba See Attached...

CERTIFICATE HOLDER City of Richland Center 450 South Main Street Richland Center WI 53581	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Ryder Rosacker McCue & Huston (MGD by Hull & Company)		NAMED INSURED James M Krueger II & Kate P Krueger Revocable Trust Dated October 22, 22 & Any Amendments Thereto; SEE DESCRIPTION BOX FOR FULL NAMED INSURED PO Box 44186 Madison WI 53744	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Chrome Fireworks

Additional Insured: City of Richland Center
Date: Sat June 28, 2025, Rain Date: Sun June 29, 2025
North Park, Hwy 80/56, Richland Center, WI 53581
Richland Center Independence Day Celebration

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that th
ance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004

INVOICE

Date: November 20, 2024
 Invoice # 2808

Chrome Fireworks
 PO Box 44186
 Madison, WI 53744

SOLD City of Richland Center
 TO:

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

PAYMENT METHOD	
TERMS: Due January 2025	Make checks payable to Chrome Fireworks

QUANTITY	ITEM #	DESCRIPTION	PRICE	LINE TOTAL
		6/28/25 firework show-deposit		7,500
Subtotal				
Sales Tax				0.00
Total				7,500



THANK YOU FOR
 YOUR BUSINESS!

STAFF REPORT

Request for Conditional Use Permit

APPLICANT/ AGENT	Bill Bindl	BUSINESS NAME:	Bindl Tire & Auto
SITE ADDRESS:	243 E. Court St.	ZONING DISTRICT:	Commercial Downtown
TAX PARCEL:	276-2100-0930	REQUEST:	Conditional Use Permit
DESCRIPTION:	Operate auto and tire repair shop		
MEETINGS:	Plan Commission 01/22/25 & Common Council on 02/04/25		

Background:

Records show the subject property has operated as an automotive and tire repair facility for an extended duration with multiple Conditional Use Permits (CUPs) issued for this use. The most recent CUP expired in 2021.

Bindl Tire & Auto Ltd. has been operating without a valid CUP since 2021. As such a Notice of Violation was issued on 12/6/2024 (attached), requiring removal of non-conforming items and application for a new CUP. While the applicant has made some efforts to comply, full compliance has not been achieved as of 1/22/2025.

Ordinance Language:

408.04 CONDITIONAL USES IN A "C-DT" CENTRAL BUSINESS DISTRICT.

(4) Auto Repair garage or facility.

CRITERIA FOR CONSIDERATION	Yes	No
Is the project consistent with the Comprehensive Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Can the request demonstrate adequate public facilities, including roads and drainage, and utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Will the request minimize adverse effects on the natural environment? Refer to Condition #3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The request will not create undue traffic congestion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The request will not adversely affect public health, safety, and welfare. Refer to Condition #3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The request conforms to all applicable provisions of the code.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONDITIONS FOR APPROVAL

1. The completed project must be consistent with the plans and specifications submitted at time of application and at the public hearing of the Plan Commission.
2. The applicant shall allow the Building Inspector and City Zoning Staff to have access to the project site for inspection purposes to verify compliance with applicable local and state regulations.
3. The applicant is prohibited from storing new or used tires outside, inoperable vehicles, scrap metal, auto parts, and similar items.
4. The CUP is valid for 1 year from the date of approval by the Common Council.
5. This CUP will be renewable if compliant with the applicable local and state regulations and conditions of this permit.
6. The conditional use permit is not transferable.

STAFF REPORT

Request for Conditional Use Permit

Staff Recommendation: Approval of CUP with conditions as presented and contingent upon compliance with the Notice of Violation by the next Common Council meeting on 2/4/2025.

Planning Recommendation from 1/22/25:

CONSIDER THE APPLICATION OF BINDL TIRE & AUTO FOR A CONDITIONAL USE PERMIT TO ALLOW AN AUTO REPAIR GARAGE OR FACILITY AT 243 E COURT ST (TAX PARCEL ID 276-2100-0930)

Williams advised Bindl Tire and Auto's conditional use permit expired in 2021, and they have been operating without a valid permit since. Violations include storing prohibited items outside. Some efforts have been made to address compliance issues, but full compliance has not been achieved. Williams advised that the permit is contingent on compliance with local and state regulations. It is valid for one year and non-transferable.

Williams recommended the approval of the permit with conditions as presented contingent upon obtaining compliance by the next council meeting on February 4th, 2025.

Motion by Jelinek to recommend to the City Council to grant the request for the application of Bindl Tire & Auto for a Conditional Use Permit to allow an auto repair garage at 243 E Court St. Seconded by Miller. Motion carried 5 – 0.

REQUESTED COUNCIL ACTION:

Motion to approve the application of Bindl Tire and Auto for a conditional use permit to allow an auto repair garage at 243 E. Court St (Tax Parcel ID 276-2100-0930) with conditions as presented provided the applicant has come into compliance as directed in the Notice of Violation.



NOTICE OF VIOLATION

LANDOWNER	OPERATOR	MAILING ADDRESS	DATE
Robert Simpson	Bindl Tire and Auto Ltd.	243 E. Court St	12/06/2024
PARCEL NUMBER	SITE ADDRESS		ZONING DISTRICT
276-2100-0930	243 E. Court St, Richland Center		Commercial Downtown

VIOLATION

The subject property is in violation of the City of Richland Center's Zoning Code and approved Conditional Use Permit issued on 03/02/2016 good for 5 years by storing used tires, motor vehicle parts, and inoperable vehicles on the exterior of the building. According to our 2020-2024 records we haven't found your business name for continued need for a conditional use. You have been in violation since 03/02/2021.

CITY ORDINANCE(S)

408.04 CONDITIONAL USES IN A "C-DT" CENTRAL BUSINESS DISTRICT. Within any "CDT" Central Business District no structure or land shall be used for any of the following uses except with a Conditional Use Permit:

(4) Auto Repair garage or facility.

(7) Conditional Use Permits. [As Amended by Ord 2004-10] The procedure for issuance of conditional use permits is as follows:

2. Upon the expiration of the Thirty (30) day period, the City Council may revoke the Conditional Use Permit

3. Upon the expiration of the Thirty (30) day period, the City Council may impose a forfeiture upon the Permittee, of not less than \$10.00 per day, nor more than \$200.00 per day, the exact daily amount to be determined by the City Council. The City Council may, at its option, adjust the amount of the daily forfeiture, from time to time. The imposition of a forfeiture shall not be deemed a waiver of any other available remedies.

4. Upon the expiration of the Thirty (30) day period, the City Council may refer the matter to the City Attorney, to bring action for a Restraining Order or an Injunction, ordering the Permittee to discontinue the nonconforming use of the property, and the City shall have the right to demand reimbursement for its Court Costs, the costs bringing the action, and its attorney's fees from the Permittee.

101.23 PARKING, KEEPING OR STORING OF DISABLED, INOPERABLE, INCOMPLETE OR UNREGISTERED MOTOR VEHICLES.

(1) PARKING, KEEPING OR STORING DISABLED, INOPERABLE, INCOMPLETE OR UNREGISTERED MOTOR VEHICLES OR VEHICLE PARTS OUTSIDE OF AN ENCLOSED BUILDING PROHIBITED.

(a) No person shall park, keep, store or maintain any disabled, inoperable, incomplete or unregistered motor vehicle or motor vehicle part in any of the following areas within the City of Richland Center:

1. Outside of an enclosed garage or other enclosed building on any property which is in a residential zoning district.

2. Outside of an enclosed garage or other enclosed building on any property which is in a commercial or industrial zoning district, except that where such keeping is in connection with and necessary to the operation of a garage, body shop, auto repair business, service station or other similar business, a damaged vehicle or a vehicle awaiting repairs may be kept, stored or maintained outside such enclosed garage or enclosed building for a period not to exceed in the aggregate ten (10) days out of any sixty (60) day period, for the purpose of procuring parts for such vehicle or completing repairs to the vehicle.

(b) Motor vehicle part means any component of a motor vehicle which has been removed or separated from a vehicle, including but not limited to seats, doors, hoods, fenders, trunk lids, tires, wheels, engines, drive shafts, axles, transmissions, radiators or any other major component of a motor vehicle. [Amended by Ord 2009-9]

300.03 NUISANCES INTERFERING WITH THE PUBLIC INTEREST

(1) NUISANCES AFFECTING PUBLIC HEALTH AND SAFETY.

(f) The open storage upon the surface of any land of junk, garbage, hewn or fallen trees, waste building materials from land development or building construction or repair, litter, rubbish and refuse, inoperable motor vehicles or motor vehicle parts, cloth, rags, clothing, paper, bottles, rubber, metals, alloys, or any other article or thing which from its worn or broken condition renders it practically useless for the purpose for which it was made.

ACTION NECESSARY TO CORRECT VIOLATION

To remedy this violation, the property owner/operator must see to the immediate removal of all used tires, motor vehicle parts, and inoperable vehicles from the exterior of the building.

YOU ARE ORDERED TO CORRECT THE AFOREMENTIONED VIOLATIONS BY

1. Contact the Zoning Administrator no later than **December 18, 2024** to acknowledge receipt of this Notice of Violation and discuss the corrective action plan.
2. **All violations must be corrected by January 7, 2025.**

PENALTY/FORFEITURE

Failure to take corrective action by the date provided above may result in the imposition of a forfeiture.

- **400.05(10(b))** - Forfeiture shall be not less than \$100 nor more than \$400 per day that a violation is maintained or permitted to exist.
- **307.08(1)** - Forfeiture shall not be less than \$50 nor more than \$400 per day that a violation is maintained or permitted to exist.

SIGNATURE:		NAME:	Matt Williams	TITLE:	Zoning Administrator	DATE:	12/06/2024
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ZONING DEPARTMENT
450 S Main St, Richland Center, WI 53581
Phone: (608) 647-3466 Ext. 207
zoning@richlandcenterwi.gov

STAFF REPORT

Request for Conditional Use Permit

APPLICANT/AGENT:	Guru Ramdas Shaa LLC	BUSINESS NAME:	Shamrock Services
SITE ADDRESS:	789 Sextonville Rd.	ZONING DISTRICT:	Commercial General
TAX PARCEL:	276-2100-7581	REQUEST:	Conditional Use Permit
DESCRIPTION:	Operate auto and tire repair shop		
MEETINGS:	Plan Commission on 01/22/25 & Common Council on 02/04/25		

Background:

Following a period of vacancy, a new business began operating from the subject property which came to the attention of the Zoning Department. After reviewing zoning records, it was determined that a Conditional Use Permit (CUP) had been issued to a previous auto and tire repair shop in this location but was not transferred to the new business, Shamrock Services. A new CUP must be obtained by Shamrock Services to allow for the operation of an auto and tire repair shop in a commercial general zoning district.

After becoming aware of the violation, a Notice of Violation (attached) was issued to Shamrock Services on December 3, 2024, for operating without the required CUP. On December 16th, the applicant applied for a new CUP.

Ordinance Language:

408.04 CONDITIONAL USES IN A "C-G" GENERAL BUSINESS DISTRICT.

(4) Auto Repair garage or facility.

CRITERIA FOR CONSIDERATION	Yes	No
Is the project consistent with the Comprehensive Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Can the request demonstrate adequate public facilities, including roads and drainage, and utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Will the request minimize adverse effects on the natural environment? Refer to Condition #3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The request will not create undue traffic congestion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The request will not adversely affect public health, safety, and welfare. Refer to Condition #3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The request conforms to all applicable provisions of the code.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONDITIONS FOR APPROVAL

1. The completed project must be consistent with the plans and specifications submitted at time of application and at the public hearing of the Plan Commission.
2. The applicant shall allow the Building Inspector and City Zoning staff to have access to the project site for inspection purposes to verify compliance with applicable local and state regulations.
3. The applicant is prohibited from storing new or used tires outside, inoperable vehicles, scrap metal, auto parts, and similar items.
4. The CUP is valid for 1 year from the date of approval by the Common Council.
5. The CUP will be renewable if compliant with the applicable local and state regulations and conditions of this permit.
6. The conditional use permit is not transferable.

STAFF REPORT

Request for Conditional Use Permit

Staff Recommendation: Approval of CUP with conditions as presented.

Planning Recommendations 1/22/25:

CONSIDER THE APPLICATION OF GURU RAMDAS SHAA LLC FOR A CONDITIONAL USE PERMIT TO ALLOW AN AUTO REPAIR GARAGE OR FACILITY AT 789 SEXTONVILLE RD (TAX PARCEL ID 276-2100-7581)

Williams advised Shamrock Services began operations without transferring the existing permit from the previous business. A notice of violation was issued, prompting the application for a new permit. The business has addressed initial compliance issues, maintaining the property in accordance with permit conditions. The permit is valid for one year, non-transferable, and contingent on maintaining compliance.

Motion by Jelinek to recommend to the City Council to grant the request for the application of Guru Ramdas Shaa LLC for a Conditional Use Permit to allow an auto repair garage at 789 Sextonville Rd. Seconded by Miller. Motion carried 5 – 0.

REQUESTED COUNCIL ACTION:

Motion to approve the application of Guru Ramdas Shaa LLC for a conditional use permit to allow an auto repair garage at 789 Sextonville Rd (Tax Parcel ID 276-2100-7581) with conditions as presented.



NOTICE OF VIOLATION

LANDOWNER	MAILING ADDRESS	DATE
Guru Ramdas Shaa LLC.	1801 Waterbend Dr. Verona WI, 53593	12/03/2024

PARCEL NUMBER & SITE ADDRESS

276-2100-7581
789 Sextonville Road
Richland Center, WI 53581

VIOLATION

The conditional use permit has not been renewed since the change of ownership. The renewal should have taken place before any work/ services started out of this location. The existing business is operating without proper zoning permits.

Property is zoned – Commercial – General - <https://www.richlandcenterwi.gov/ordinances/chapter-407-%E2%80%93-c-g-general-business-thru-oct-2017>

CITY ORDINANCE(S)

407.04 – Conditional Uses in a C-G General Business District:

- (4) Auto Repair Garage or Facility**
- (5) Automobile or other vehicle of transportation sales whether new or used**
- (22) Open sales lot or open storage**

ACTION NECESSARY TO CORRECT VIOLATION

The current owner needs to apply for a conditional use permit to continue to operate the auto repair facility. Property must be brought into conformance with all current zoning ordinance regulations.

YOU ARE ORDERED TO CORRECT THE AFOREMENTIONED VIOLATIONS BY

You are hereby ordered to bring the property into compliance by December 17, 2024. This means that a conditional use needs to be applied for (application attached) and the corresponding fee be paid no later than December 10, 2024. You may meet with the Zoning Administrator during office hours (Monday - Friday 8:00am-4:30pm) or by telephone or email below to go over the process to bring the property into compliance.

PENALTY/FORFEITURE

Failure to take corrective action by the date provided above may result in the imposition of a forfeiture.

- **400.05(10(b))** - Forfeiture shall be not less than \$100 nor more than \$400 per day that a violation is maintained or permitted to exist.
- **307.08(1)** - Forfeiture shall not be less than \$50 nor more than \$400 per day that a violation is maintained or permitted to exist.

SIGNATURE:

NAME: Matt Williams

TITLE: Zoning Administrator

DATE: 12/03/2024

ZONING DEPARTMENT

450 S Main St, Richland Center, WI 53581
Phone: (608) 647-3466 Ext. 207
zoning@richlandcenterwi.gov