



OFFICIAL PUBLIC NOTICE

MEETING OF THE FINANCE COMMITTEE

TUESDAY, OCTOBER 07, 2025 AT 5:00 PM

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

TEAMS: bit.ly/RCTeamsMeeting

AGENDA

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

APPROVAL OF MINUTES *Motion to waive the reading and approve the minutes of the last meeting.*

- [1.](#) Meeting Minutes from 9-2-2025

PAYMENT OF BILLS

- [2.](#) Bills for Approval

TREASURER'S REPORT

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

ECONOMIC DEVELOPMENT DIRECTOR'S REPORT

DISCUSSION AND ACTION ITEMS

- [4.](#) MSA Street Inventory & Pavement Rating Services Proposal
- [5.](#) SWWRPC Cemetery GIS System Correction Proposal
- [6.](#) Vierbicher Pine River Dike Annual Inspection Proposal
- [7.](#) Contract Recommendation for Residential Waste and Recycling Services
- [8.](#) Contract Recommendation for Symons Operational Planning Services
- [9.](#) WEDC Connect Communities Program Application
10. HUD Grant Administration Services
- [11.](#) 2026 Richland County EMS Contract
- [12.](#) A Resolution Authorizing An Adjustment To The Levy Limit For Increased Charges For Joint Emergency Medical Services (EMS)
- [13.](#) 2026 Fire Department Contribution
- [14.](#) Fire Department Agreement
- [15.](#) 2026 Symons Contribution

SET NEXT MEETING DATE - *Budget Review on October 28th and Regular Meeting on November 4th*

ADJOURNMENT

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

CALL TO ORDER: Meeting was called to order at 5:30 PM. Members present were Ryan Cairns, Karin Tepley, and Melony Walters. Absent: none.

APPROVAL OF MINUTES: Motion by Tepley to waive the reading of the August 5, 2025 Finance Committee minutes and approve them as presented. Seconded by Walters. Motion carried unanimously.

PAYMENT OF BILLS: Financial Officer Misty Molzof confirmed the duplicate Verizon Wireless entry in the amount of \$592.82 was a formatting error in the bills list and not a duplicate payment. Motion by Walters to approve the September 2, 2025 bills in the corrected amount of \$363,538.97. Seconded by Tepley. Motion carried by roll call vote 3-0.

TREASURER'S REPORT: Financial Officer Misty Molzof presented the Treasurer's Report for July, noting a beginning balance of \$10.4 million, an ending balance of \$10.3 million, and \$33,952 in interest earned across all accounts. She reported that administration office revenues are 86% due to early-year fee collection, the Assessor's budget will likely exceed due to the new re-evaluation contract with Accurate, and building and zoning revenues are ahead of budget projections due to having a full-time zoning administrator. Economic development expenses appear over budget but are offset by grant revenue, while Parks and Recreation revenues and expenses are near 90% of budget as of July 31. The Taxi Fund is awaiting federal and state reimbursements. All audit materials have been submitted, and results are expected within a month, and review of copier lease agreements has been postponed until after completion of budget preparations.

ECONOMIC DEVELOPMENT DIRECTOR'S REPORT: Director Jasen Glasbrenner reported continued progress on the \$2.5 million Congressional Directed Spending Grant, with HUD review of the secondary application underway before moving into project planning and budgeting. Identified projects include the Lamont Subdivision, Hive Drive, and potential infrastructure improvements on Jefferson Street. He noted that activity at Panorama Estates suggests construction will begin shortly and that negotiations continue with the Cobblestone Hotel pre-development agreement. Updates were also provided on three Community Development Investment grants: the Los Amigos grant has reached its final draw with reporting ongoing, the Wild Honey Collective grant is in its first draw stage, and work has restarted on the AD German Warehouse project.

DISCUSSION AND ACTION ITEMS

Consider approval of contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026:

Administrator Ashley Oliphant presented the contract details prepared by Director Jodi Mieden and reviewed by the Park Board, for approval of a contract with Chrome Fireworks and Displays LLC to provide the City's fireworks display on June 27, 2026. Entering into the agreement at this time secures pre-tariff pricing and helps control future costs. Motion by Cairns to recommend to the Council to approve contract with Chrome Fireworks & Displays, LLC for City Fireworks for June 27, 2026. Seconded by Tepley. Motion carried by roll call vote 3-0.

Revised Agreement for Symons Recreation Complex: Administrator Ashley Oliphant reported that the revised Symons Recreation Complex agreement addressed concerns identified at the previous meeting, noting that while the county declined to reconvene the ad hoc committee, revisions were agreed upon. The agreement now specifies that the City and County will each pay 50% of actual costs incurred, removes the prior \$5,000 allowance for unbudgeted expenditures without mutual consent, and includes an emergency provision permitting administrator approval of imminent health or safety expenses. The revised language has been reviewed and recommended by both the County and the Natatorium Board. The agreement is valid through 2026 and intended as a short-term

modernization, with review planned to follow the City's grant-funded evaluation. Motion by Cairns to recommend Council approval of the Revised Agreement for Symons Recreation Complex. Seconded by Tepley. Motion carried. Item 1.

Stori Field Pre-Development Agreement: Director Glasbrenner presented a pre-development agreement for the Stori Field Subdivision, proposing construction of eight duplexes totaling sixteen units. The land is to be conveyed for \$1, with the developer responsible for approximately \$1 million in infrastructure, while the City's costs will be limited to legal fees and conveyance. Attorney Windle confirmed the \$1 sale as legally permissible under Wisconsin's Public Purpose Doctrine and a valid incentive to offset infrastructure costs, consistent with the City's original intent to promote development without direct infrastructure funding. In response to a request for public comments, the Committee determined it appropriate to defer further discussion to the Council. No action was taken.

Cobblestone Hotels Incentive Package: Director Jasen Glasbrenner presented a pre-development agreement with Cobblestone Hotels proposing an incentive package including a municipal revenue obligation of \$1,150,000 on a pay-as-you-go basis over ten years, repaid from 85% of tax increment, and a land sale of approximately 1.32 acres for \$125,000. The developer must secure investors and financing within nine months. Concerns were raised that the terms differ from the recommendations of Ehlers, which suggested a shorter five-year TIF valued at approximately \$525,000 and land priced closer to market value of \$270,000–\$540,000. Committee members also noted uncertainty regarding the developer's financing and observed that the proposed incentive may result in a higher-than-typical return on investment. Staff responded that the proposal reflects the best terms achievable after extensive negotiations, including direct discussions with Cobblestone's CEO, and emphasized that the land sale and extended TIF are believed to be necessary to allow the project to move forward. Motion by Cairns to recommend to the Common Council the approval of the Cobblestone Hotels incentive package as outlined in the proposed Pre-Development Agreement and to authorize staff to execute a development agreement. Seconded by Tepley. Motion carried by roll call vote 2-1, with Walters opposed.

Wisconsin Surplus Auction Reserve Pricing: Director Glasbrenner presented an update on surplus equipment sales, noting that several items listed through Wisconsin Surplus had not met reserve prices despite repeated attempts. Committee members discussed the condition of the equipment, prior bids, and timing of future listings. Concerns were raised that repeated listings consume staff time, though retaining equipment for emergencies was considered. Staff will also explore trade-in options and other equipment sale platforms. Motion by Cairns to recommend to the Common Council that staff be authorized to adjust or waive reserve prices for unsold Wisconsin Surplus equipment at their discretion, provided the sale price is above the last high bid received. Seconded by Walters. Motion carried by roll call vote 3-0.

SET NEXT MEETING DATE: October 7, 2025

ADJOURNMENT: Motion by Cairns to adjourn. Seconded by Walters. Motion carried unanimously at 6:18 PM.

Meeting minutes recorded by Clerk Keller

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

Item 2.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
A-1 GLASS CO, INC	8/28/2025	POLICE: Speed trailer glass repair	\$ 750.00		9/25/2025		
TOTAL	A-1 GLASS CO, INC			\$ 750.00			
ABT SWAYNE LAW LLC	9/30/2025	Legal: City Administrator / General	\$ 4,275.00				
ABT SWAYNE LAW LLC	9/30/2025	Legal: Council Meeting & Agreements	\$ 1,350.00				
ABT SWAYNE LAW LLC	9/30/2025	Legal: Economic Developement - Developer Agreements	\$ 840.00				
ABT SWAYNE LAW LLC	9/30/2025	Legal: City Ordinance /Traffic	\$ 904.00				
TOTAL	ABT SWAYNE LAW LLC			\$ 7,369.00			
AFLAC	9/12/2025	AFLAC AFLAC AFTER TAX Pay Period: 9/5/2025	\$ 36.86				
AFLAC	9/12/2025	AFLAC AFLAC PRE TAX Pay Period: 9/5/2025	\$ 48.63				
AFLAC	9/26/2025	AFLAC AFLAC AFTER TAX Pay Period: 9/19/2025	\$ 36.85				
AFLAC	9/26/2025	AFLAC AFLAC PRE TAX Pay Period: 9/19/2025	\$ 48.61				
TOTAL	AFLAC			\$ 170.95			
ALL AMERICAN DO IT CENTER	9/22/2025	Police: Wood Lath No Parking Signs	\$ 37.98				
TOTAL	ALL AMERICAN DO IT CENTER			\$ 37.98			
ALLIANT ENERGY/WPL	9/2/2025	Airport Terminal Bldg	\$ 92.27		9/18/2025	PW	9/18/2025
ALLIANT ENERGY/WPL	9/11/2025	PW/B&G: Hwy 80 Shelter	\$ 17.42		9/18/2025	PW	9/18/2025
ALLIANT ENERGY/WPL	9/10/2025	Airport: Cty Hwy B Hanger	\$ 30.85		9/18/2025	PW	9/18/2025
ALLIANT ENERGY/WPL	9/10/2025	Airport: Cty Hwy B Runway Lt	\$ 135.08		9/18/2025	PW	9/18/2025
ALLIANT ENERGY/WPL	9/16/2025	PW/Streets: Street Lts 14-Walmart	\$ 17.09		9/25/2025	PW	9/18/2025
TOTAL	ALLIANT ENERGY/WPL			\$ 292.71			
AUTO VALUE PARTS STORES	9/18/2025	PW/Streets: 2006 Chevy Silverado Blower Motor Resistor	\$ 44.99				
TOTAL	AUTO VALUE PARTS STORES			\$ 44.99			
AMAZON CAPITAL SERVICES	9/4/2025	PW/B&G: Mower Tires	\$ 247.49		9/25/2025	PW	9/18/2025
AMAZON CAPITAL SERVICES	9/9/2025	Econ Dev: SIM Card	\$ 37.99				
AMAZON CAPITAL SERVICES	9/10/2025	PW:B&G: Shop Vac Filters Returned	\$ (22.59)			PW	9/18/2025
AMAZON CAPITAL SERVICES	9/15/2025	PW/B&G: Wall Mount Holders - Shop Organization	\$ 76.29			PW	9/18/2025
AMAZON CAPITAL SERVICES	9/15/2025	Econ Dev: Sticky Notes	\$ 8.54				
AMAZON CAPITAL SERVICES	9/16/2025	PW/Streets: Coupling	\$ 47.99			PW	9/18/2025
AMAZON CAPITAL SERVICES	9/18/2025	Admin/City office: copier paper	\$ 40.96				
AMAZON CAPITAL SERVICES	9/17/2025	PW/Aquatic: Dry Erase Whiteboard	\$ 27.97			Park	9/22/2025
AMAZON CAPITAL SERVICES	9/17/2025	PW/CC/SC: Push Pins, Cork Board, Paper, Radio, Whiteboard, Misc.	\$ 240.58			Park	9/22/2025
AMAZON CAPITAL SERVICES	10/2/2025	POLICE: Handcuff Keys, Cell Phone Cradle	\$ 60.98				
TOTAL	AMAZON CAPITAL SERVICES			\$ 766.20			
American Heritage Life Insurance Company	9/12/2025	SUPPLEMENTAL INSURANCE ALLSTATEPOSTTAX Pay Period: 9/5/2025	\$ 83.56		9/25/2025		
American Heritage Life Insurance Company	9/26/2025	SUPPLEMENTAL INSURANCE ALLSTATEPOSTTAX Pay Period: 9/19/2025	\$ 83.56		9/25/2025		
TOTAL	American Heritage Life Insurance Company			\$ 167.12			
ASSURITY LIFE INSURANCE COMPANY	9/12/2025	ASSURITYPOSTTAX Pay Period: 9/5/2025	\$ 43.16		9/25/2025		
ASSURITY LIFE INSURANCE COMPANY	9/26/2025	ASSURITYPOSTTAX Pay Period: 9/19/2025	\$ 43.15		9/25/2025		
TOTAL	ASSURITY LIFE INSURANCE COMPANY			\$ 86.31			
AUTO ZONE	9/4/2025	Police: K9 squad (wiper)	\$ 27.19		9/25/2025		
AUTO ZONE	8/31/2025	Police: Squad Car #4 battery	\$ 212.34		9/25/2025		
TOTAL	AUTO ZONE			\$ 239.53			

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

Item 2.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
B L SIGNS, LLC	9/12/2025	Community Development: Trail Signs	\$ 640.00		9/18/2025		
TOTAL	B L SIGNS, LLC			\$ 640.00			
BADGER WELDING SUPPLY, INC	8/31/2025	PW/Streets: Monthly Cylinder Rentals	\$ 38.75		9/18/2025		
TOTAL	BADGER WELDING SUPPLY, INC			\$ 38.75			
BINDL TIRE & AUTO, LTD	8/26/2025	PW/B&G: Mounting Mower Tire	\$ 12.50		9/18/2025	PW	9/18/2025
TOTAL	BINDL TIRE & AUTO, LTD			\$ 12.50			
BFI Waste Services	9/2/2025	PW/Refuse: Garbage & Recycling Services	\$ 3,839.92		9/18/2025	PW	9/18/2025
BFI Waste Services	9/2/2025	PW/Refuse: Garbage & Recycling Services	\$ 16,808.60		9/18/2025	PW	9/18/2025
BFI Waste Services	9/2/2025	PW/Refuse: Garbage & Recycling Services	\$ 889.92		9/18/2025	PW	9/18/2025
BFI Waste Services	9/2/2025	PW/Refuse: Garbage & Recycling Services	\$ 7,223.05		9/18/2025	PW	9/18/2025
TOTAL	BFI Waste Services			\$ 28,761.49			
CAPITAL ONE	9/24/2025	PW/CC/SC - WSRC Misc Supplies	\$ 43.24				
TOTAL	CAPITAL ONE			\$ 43.24			
BOARDMAN & CLARK LLP	8/27/2025	Admin/City Office: attorney fees (police dept)	\$ 495.00		9/18/2025		
		LEGAL SERVICES PROVIDED: Review ABT Swayne Legal Services					
BOARDMAN & CLARK LLP	9/10/2025	Agreement	\$ 207.00		9/25/2025		
TOTAL	BOARDMAN & CLARK LLP			\$ 702.00			
CITY UTILITIES	9/12/2025	WI Surplus Sales sold through City/Utility Trencher	\$ 3,225.00				
CITY UTILITIES-BILLS	8/26/2025	PW/B&G: generator repair	861.59		9/25/2025	PW	9/18/2025
TOTAL	CITY UTILITIES			\$ 4,086.59			
COMPUTER DOCTORS LLC	9/12/2025	PW/CC/SC: Battery Backup at Community Center	\$ 99.99				
COMPUTER DOCTORS LLC	9/15/2025	PW/CC/SC: Ethernet Switches at Community Center	\$ 1,299.22				
COMPUTER DOCTORS LLC	9/15/2025	PW/CC/SC: Ethernet Switches at Community Center	\$ 300.00				
TOTAL	COMPUTER DOCTORS LLC			\$ 1,699.21			
EHLERS BOND TRUST SERVICES CORPORATION	45883	Debt Service: Panorama Principle Payment	\$ 50,000.00		9/18/2025		
EHLERS BOND TRUST SERVICES CORPORATION	8/14/2025	Debt Service: Panorama Interest Payment	\$ 9,262.50		9/18/2025		
TOTAL	EHLERS BOND TRUST SERVICES CORPORATION			\$ 59,262.50			
COMMUNITY FIRST BANK	9/25/2025	Debt: Westside/Haseltine Loan Interest Payment	\$ 3,412.50		9/25/2025		
TOTAL	COMMUNITY FIRST BANK			\$ 3,412.50			
FAHRNER ASPHALT SEALERS,	9/19/2025	PW/Streets: Chipseal	\$ 80,603.00				
TOTAL	FAHRNER ASPHALT SEALERS,			\$ 80,603.00			
FRONTIER	9/8/2025	Frontier - Landfill Phone Line	\$ 112.15		9/18/2025	PW	9/18/2025
FRONTIER	9/8/2025	AIRPORT: 0969 INTERNET/PHONE	\$ 123.16		9/25/2025		
FRONTIER	9/9/2025	AIRPORT: 4237 internet/phone	\$ 123.16		9/25/2025		
FRONTIER	9/1/2025	Police: Voice Grade Channel Termination	\$ 10.70		9/25/2025		
TOTAL	FRONTIER			\$ 369.17			
FILLBACK FORD, INC	9/18/2025	POLICE: 2025 Duragno Oil Change	\$ 84.35				
TOTAL	FILLBACK FORD, INC			\$ 84.35			
FIRST ADVANTAGE OCC HEAL	8/31/2025	Utility: drug testing	\$ 505.20		9/18/2025		
TOTAL	FIRST ADVANTAGE OCC HEAL			\$ 505.20			
Fischer Bros LLC	9/15/2025	PW/Aquatic: Waterslide Inspection	\$ 350.00		9/25/2025	Park	9/22/2025
TOTAL	Fischer Bros LLC			\$ 350.00			
Gary's Lawn Care LLC	9/1/2025	PW/B&G: Lawn care Services	\$ 9,150.00		9/4/2025	PW	9/18/2025
Gary's Lawn Care LLC	9/4/2025	PW/B&G: Lawn care Services	\$ 800.00				

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

Item 2.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
Gary's Lawn Care LLC	9/11/2025	PW/B&G: Lawncare Services	\$ 800.00				
Gary's Lawn Care LLC	9/15/2025	PW/B&G: Lawncare Services	\$ 800.00				
Gary's Lawn Care LLC	9/20/2025	PW/B&G: Lawncare Services	\$ 800.00				
Gary's Lawn Care LLC	9/30/2025	PW/B&G: Lawncare Services	\$ 800.00				
TOTAL	Gary's Lawn Care LLC			\$ 13,150.00			
GENUINE TELECOM	9/1/2025	PW/Streets: phone 647-3559	\$ 37.13		9/18/2025	PW	9/18/2025
GENUINE TELECOM	9/1/2025	Police: telephone	\$ 149.02		9/25/2025		
TOTAL	GENUINE TELECOM			\$ 186.15			
HARTLAND LUBRICANTS & CH	8/1/2025	PW/Streets: Equipment Supplies & Maint	\$ 1,286.65				
TOTAL	HARTLAND LUBRICANTS & CH			\$ 1,286.65			
HEALTH COMPASS INC	9/12/2025	HCWELSV C Pay Period: 9/5/2025	\$ 40.00				
HEALTH COMPASS INC	9/12/2025	HCWELSV C Pay Period: 9/5/2025	\$ 35.00				
HEALTH COMPASS INC	9/26/2025	HCWELSV C Pay Period: 9/19/2025	\$ 40.00				
HEALTH COMPASS INC	9/26/2025	HCWELSV C Pay Period: 9/19/2025	\$ 35.00				
TOTAL	HEALTH COMPASS INC			\$ 150.00			
HOLIDAY WHOLESale	9/2/2025	PW/Senior Center: Coffee	\$ 166.35		9/18/2025	Park	9/22/2025
HOLIDAY WHOLESale	9/16/2025	PW/CC/SC: WSRC Supplies	\$ 87.90			Park	9/22/2025
TOTAL	HOLIDAY WHOLESale			\$ 254.25			
INTERNAL REVENUE SERVICE	9/12/2025	FICA/FED TAXES SOCIAL SECURITY Pay Period: 9/5/2025	\$ 5,596.14		9/15/2025		
INTERNAL REVENUE SERVICE	9/12/2025	FICA/FED TAXES FEDERAL WITHHOLDING TAX Pay Period: 9/5/2025	\$ 6,604.26		9/15/2025		
INTERNAL REVENUE SERVICE	9/12/2025	FICA/FED TAXES SOCIAL SECURITY Pay Period: 9/5/2025	\$ 5,596.14		9/15/2025		
INTERNAL REVENUE SERVICE	9/12/2025	FICA/FED TAXES MEDICARE Pay Period: 9/5/2025	\$ 1,308.76		9/15/2025		
INTERNAL REVENUE SERVICE	9/12/2025	FICA/FED TAXES MEDICARE Pay Period: 9/5/2025	\$ 1,308.76		9/15/2025		
INTERNAL REVENUE SERVICE	9/26/2025	FICA/FED TAXES SOCIAL SECURITY Pay Period: 9/19/2025	\$ 4,643.21		9/26/2025		
INTERNAL REVENUE SERVICE	9/26/2025	FICA/FED TAXES FEDERAL WITHHOLDING TAX Pay Period: 9/19/2025	\$ 5,968.71		9/26/2025		
INTERNAL REVENUE SERVICE	9/26/2025	FICA/FED TAXES SOCIAL SECURITY Pay Period: 9/19/2025	\$ 4,643.21		9/26/2025		
INTERNAL REVENUE SERVICE	9/26/2025	FICA/FED TAXES MEDICARE Pay Period: 9/19/2025	\$ 1,085.90		9/26/2025		
INTERNAL REVENUE SERVICE	9/26/2025	FICA/FED TAXES MEDICARE Pay Period: 9/19/2025	\$ 1,085.90		9/26/2025		
TOTAL	INTERNAL REVENUE SERVICE			\$ 37,840.99			
IWMTV	8/31/2025	GREATER RICHLAND TOURISM STREAMING TV ADVERTISING	\$ 1,249.97		9/18/2025		
IWMTV	8/31/2025	GREATER RICHLAND TOURISM STREAMING TV ADVERTISING	\$ 2,499.98		9/18/2025		
TOTAL	IWMTV			\$ 3,749.95			
Johnson Tractor Inc.	9/25/2025	PW/B&G: Ferris Deck Spindle	\$ 326.79				
TOTAL	Johnson Tractor Inc.			\$ 326.79			
KOELSCH, BEN	9/15/2025	Elected: Sponsor of Government Mtgs on You Tube - Sept 2025	\$ 1,933.75				
TOTAL	KOELSCH, BEN			\$ 1,933.75			
KONECRANES INC	8/29/2025	PW/B&G: Hoist Wire Rope Replacement	\$ 841.23		9/18/2025	PW	9/18/2025
KONECRANES INC	8/29/2025	PW/Streets: New Wire Rope on Asset	\$ 3,398.38				
TOTAL	KONECRANES INC			\$ 4,239.61			
LAMAR COMPANIES	9/1/2025	Admin/City office: Hwy 14 digital sign	\$ 500.00		9/18/2025		
TOTAL	LAMAR COMPANIES			\$ 500.00			
METCO, INC	9/16/2025	PW/Airport: Monthly Inspection - Sept 2025	\$ 100.00		9/25/2025	PW	9/18/2025
TOTAL	METCO, INC			\$ 100.00			
Micah Wilson	9/29/2023	Zoning: reverse driveway permit fee due to ETZ, not city	\$ 20.00				

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

Item 2.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
<i>TOTAL</i>	<i>Micah Wilson</i>			\$ 20.00			
Milwaukee Magazine	8/27/2025	Tourism: Subscriptions	\$ 900.00		9/18/2025		
<i>TOTAL</i>	<i>Milwaukee Magazine</i>			\$ 900.00			
NAPA AUTO PARTS	9/4/2025	PW/Streets: Paint Trailer Parts	\$ 15.98		9/25/2025	PW	9/18/2025
<i>TOTAL</i>	<i>NAPA AUTO PARTS</i>			\$ 15.98			
NEUMAN POOLS INC	9/8/2025	PW/Aquatic: Sensors and Cables	\$ 1,264.52		9/18/2025	Park	9/22/2025
<i>TOTAL</i>	<i>NEUMAN POOLS INC</i>			\$ 1,264.52			
RICHLAND COUNTY AMBULANCE	9/8/2025	Admin/City Office: monthly service fee	\$ 9,590.00		9/25/2025		
<i>TOTAL</i>	<i>RICHLAND COUNTY AMBULANCE</i>			\$ 9,590.00			
RICHLAND ELECTRIC CO-OP	9/2/2025	PW/Parks: RC Flood Control	\$ 47.35		9/18/2025		
<i>TOTAL</i>	<i>RICHLAND ELECTRIC CO-OP</i>			\$ 47.35			
NATURE'S WAY PORTABLE UNITS	8/31/2025	PW/Parks: portable bathrooms, Old Mill Pond, tennis court, North Park	\$ 1,516.00		9/18/2025	PW	9/18/2025
NATURE'S WAY PORTABLE UNITS	8/31/2025	PW/Refuse: Landfill Porta	\$ 168.00		9/18/2025	PW	9/18/2025
NATURE'S WAY PORTABLE UNITS	9/30/2025	PW/B&G: Landfill Porta	\$ 168.00				
NATURE'S WAY PORTABLE UNITS	7/31/2025	PW/B&G: Landfill Porta	\$ 210.00				
NATURE'S WAY PORTABLE UNITS	9/30/2025	PW/Parks: portable bathrooms, Old Mill Pond, tennis court, North Park	\$ 1,623.00				
NATURE'S WAY PORTABLE UNITS	7/31/2025	PW/Parks: portable bathrooms, Old Mill Pond, tennis court, North Park	\$ 1,694.00				
<i>TOTAL</i>	<i>NATURE'S WAY PORTABLE UNITS</i>			\$ 5,379.00			
PINE RIVER LEASING, INC	8/28/2025	PW/B&G & Streets: 19' Electric Scissors Lift and Trailer	\$ 100.00		9/18/2025	PW	9/18/2025
PINE RIVER LEASING, INC	8/28/2025	PW/B&G & Streets: 19' Electric Scissors Lift and Trailer	\$ 100.00		9/18/2025	PW	9/18/2025
<i>TOTAL</i>	<i>PINE RIVER LEASING, INC</i>			\$ 200.00			
Richland Center Archery Club	9/15/2025	Tourism: Sponshorship Grant	\$ 1,500.00		9/18/2025		
<i>TOTAL</i>	<i>Richland Center Archery Club</i>			\$ 1,500.00			
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 1.02		9/18/2025		
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 86.08		9/18/2025		
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 5.12		9/18/2025	Park	9/22/2025
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 36.37		9/18/2025		
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 46.54		9/18/2025		
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 10.98		9/18/2025	PW	9/18/2025
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 0.48		9/18/2025	PW	9/18/2025
PITNEY BOWES, INC	8/6/2025	Postage Machine Refill - Split Across All Departments	\$ 13.41		9/18/2025		
<i>TOTAL</i>	<i>PITNEY BOWES, INC</i>			\$ 200.00			
PREMIER CO-OP	8/31/2025	PW/Streets: Fuel	\$ 1,712.86		9/18/2025	PW	9/18/2025
PREMIER CO-OP	8/31/2025	PW/B&G: Fuel	\$ 2,101.71		9/18/2025	PW	9/18/2025
PREMIER CO-OP	9/30/2025	PW/Streets: Fuel	\$ 1,643.05				
PREMIER CO-OP	9/30/2025	PW/B&G: Fuel	\$ 1,756.49				
<i>TOTAL</i>	<i>1/0/1900</i>			\$ 7,214.11			
RANDY OLSON TRUCKING LLC	8/31/2025	PW/Streets: Move Equipment - Loader to Sun Prairie	\$ 402.50			PW	9/18/2025
RANDY OLSON TRUCKING LLC	8/31/2025	PW/Roadways Outlay: Fire Dept Parking Lot Project-Emergency Purchase	\$ 10,108.44				
RANDY OLSON TRUCKING LLC	8/31/2025	PW/Roadways Outlay: Fire Dept Parking Lot Project-Emergency Purchase	\$ 1,000.00				
<i>TOTAL</i>	<i>RANDY OLSON TRUCKING LLC</i>			\$ 11,510.94			

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

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Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
RICHLAND CENTER UTILITIE	9/10/2025	North End of Central	\$ 25.51				
RICHLAND CENTER UTILITIE	9/10/2025	Flashers Main & Second	\$ 12.50				
RICHLAND CENTER UTILITIE	9/10/2025	5TH & Main	\$ 249.16				
RICHLAND CENTER UTILITIE	9/10/2025	Main & Sixth	\$ 381.06				
RICHLAND CENTER UTILITIE	9/10/2025	Intersection First &	\$ 343.10				
RICHLAND CENTER UTILITIE	9/10/2025	W Mill-Linear Park	\$ 27.16				
RICHLAND CENTER UTILITIE	9/10/2025	Footbridge Congress	\$ 92.83				
RICHLAND CENTER UTILITIE	9/10/2025	Foundry Dr	\$ 852.96				
RICHLAND CENTER UTILITIE	9/10/2025	Bike Path	\$ 22.90				
RICHLAND CENTER UTILITIE	9/10/2025	80 HIGHWAY & 14	\$ 113.27				
RICHLAND CENTER UTILITIE	9/10/2025	14 Intersection HWY & 8	\$ 237.18				
RICHLAND CENTER UTILITIE	9/10/2025	US HWY 14 W	\$ 337.10				
RICHLAND CENTER UTILITIE	9/10/2025	Krouskop Park	\$ 131.91				
RICHLAND CENTER UTILITIE	9/10/2025	Westside Park-Footbridge	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	West End of Foot Bridge	\$ 9.66				
RICHLAND CENTER UTILITIE	9/10/2025	14 US HWY W	\$ 411.88				
RICHLAND CENTER UTILITIE	9/10/2025	Between Dike & Scorebd	\$ 12.50				
RICHLAND CENTER UTILITIE	9/10/2025	HI-Caster Booth	\$ 12.50				
RICHLAND CENTER UTILITIE	9/10/2025	US HWY 14 W-B.Fields	\$ 298.23				
RICHLAND CENTER UTILITIE	9/10/2025	Event Meter	\$ 22.80				
RICHLAND CENTER UTILITIE	9/10/2025	N Orange-Meyer Bldg	\$ 178.44				
RICHLAND CENTER UTILITIE	9/10/2025	N Orange-Meyer Bldg	\$ 196.32				
RICHLAND CENTER UTILITIE	9/10/2025	1050 N Orange St	\$ 1,722.36				
RICHLAND CENTER UTILITIE	9/10/2025	Pool transformer	\$ 144.93				
RICHLAND CENTER UTILITIE	9/10/2025	1055 N Orange-Bath House	\$ 591.50				
RICHLAND CENTER UTILITIE	9/10/2025	Pippin (Fountain)	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	Ferguson (Fountain)	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	1055 N Orange-Park Pool	\$ 4,984.91				
RICHLAND CENTER UTILITIE	9/10/2025	Krouskop Park Footbr	\$ 14.66				
RICHLAND CENTER UTILITIE	9/10/2025	Park Dept Garage	\$ 113.32				
RICHLAND CENTER UTILITIE	9/10/2025	Pavilion	\$ 18.58				
RICHLAND CENTER UTILITIE	9/10/2025	8TH & Jefferson (Keepers)	\$ 22.55				
RICHLAND CENTER UTILITIE	9/10/2025	WA Fountain-Keepers	\$ 41.10				
RICHLAND CENTER UTILITIE	9/10/2025	Park Dept Garage	\$ 83.65				
RICHLAND CENTER UTILITIE	9/10/2025	Rotary Meter Lights	\$ 12.88				
RICHLAND CENTER UTILITIE	9/10/2025	Anderson (Fountain)	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	Anderson Shelter	\$ 13.80				
RICHLAND CENTER UTILITIE	9/10/2025	Tennis Court (Fountain)	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	1100 Block N Main Parking	\$ 13.66				
RICHLAND CENTER UTILITIE	9/10/2025	Tennis Court Lights	\$ 146.35				
RICHLAND CENTER UTILITIE	9/10/2025	Lions/Conc(Fountain)	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	N Park Ballfields	\$ 339.43				
RICHLAND CENTER UTILITIE	9/10/2025	Williams Shelter	\$ 13.27				
RICHLAND CENTER UTILITIE	9/10/2025	N Park Access Rd by Flag	\$ 12.50				
RICHLAND CENTER UTILITIE	9/10/2025	80 HWY North Bridge	\$ 190.53				

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Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
RICHLAND CENTER UTILITIE	9/10/2025	North Park Footbridge	\$ 28.32				
RICHLAND CENTER UTILITIE	9/10/2025	Pond- Klingaman Shelter	\$ 13.41				
RICHLAND CENTER UTILITIE	9/10/2025	Klingaman (Fountain)	\$ 10.50				
RICHLAND CENTER UTILITIE	9/10/2025	For Dike Alarm City	\$ 13.66				
RICHLAND CENTER UTILITIE	9/10/2025	North Park Pond	\$ 195.80				
RICHLAND CENTER UTILITIE	9/10/2025	Lions Shelter/Conc	\$ 58.88				
RICHLAND CENTER UTILITIE	9/10/2025	US HWY 80 N & Ind	\$ 51.45				
RICHLAND CENTER UTILITIE	9/10/2025	Cemetery-10th Street	\$ 39.60				
RICHLAND CENTER UTILITIE	9/10/2025	Tenth & Cedar	\$ 884.95				
RICHLAND CENTER UTILITIE	9/10/2025	3 RT Landfill	\$ 106.06				
RICHLAND CENTER UTILITIE	9/10/2025	E Robb Rd	\$ 852.96				
RICHLAND CENTER UTILITIE	9/10/2025	141 W Robb Rd Street Dep	\$ 228.77				
RICHLAND CENTER UTILITIE	9/10/2025	141 W Robb Rd Street Dep	\$ 140.70				
RICHLAND CENTER UTILITIE	9/10/2025	W Robb Rd	\$ 842.30				
RICHLAND CENTER UTILITIE	9/10/2025	141 W Robb Rd Street Dep	\$ 7.50				
RICHLAND CENTER UTILITIE	9/10/2025	Industrial Park Sign	\$ 120.22				
RICHLAND CENTER UTILITIE	9/10/2025	151 Ind Drive-Dog Park	\$ 55.75				
RICHLAND CENTER UTILITIE	9/10/2025	Cemetery-Parkinson/AA	\$ 39.60				
RICHLAND CENTER UTILITIE	9/10/2025	Park & Tenth Sts	\$ 31.99				
RICHLAND CENTER UTILITIE	9/10/2025	133 W Robb Rd	\$ 215.21				
RICHLAND CENTER UTILITIE	9/10/2025	Bohmann Dr	\$ 13.68				
RICHLAND CENTER UTILITIE	9/10/2025	Court & Church St	\$ 525.31				
RICHLAND CENTER UTILITIE	9/10/2025	14 New Highway East	\$ 181.23				
RICHLAND CENTER UTILITIE	9/10/2025	450 S Main St	\$ 957.11				
RICHLAND CENTER UTILITIE	9/10/2025	450 S Main St	\$ 234.46				
RICHLAND CENTER UTILITIE	9/10/2025	EV Charging Station	\$ 99.89				
RICHLAND CENTER UTILITIE	9/10/2025	Burton & Main St	\$ 136.41				
RICHLAND CENTER UTILITIE	9/10/2025	Dump Station-Old WWTP	\$ 28.60				
RICHLAND CENTER UTILITIE	9/10/2025	Cold Storage Bldg	\$ 45.88				
RICHLAND CENTER UTILITIE	9/10/2025	397 W Seminary St	\$ 181.32				
RICHLAND CENTER UTILITIE	9/10/2025	Mill Pond Campground	\$ 159.31				
RICHLAND CENTER UTILITIE	9/10/2025	Aud City Parking Lot	\$ 92.29				
RICHLAND CENTER UTILITIE	9/10/2025	Mill & Main	\$ 872.10				
RICHLAND CENTER UTILITIE	9/10/2025	Cemetary Bldg	\$ 20.31				
RICHLAND CENTER UTILITIE	9/10/2025	Cemetary Garage	\$ 42.88				
RICHLAND CENTER UTILITIE	9/10/2025	Cemetery-Saloutus/Park	\$ 39.60				
TOTAL	RICHLAND CENTER UTILITIE			\$ 20,188.56			
RHYME BUSINESS PRODUCTS-DALLAS	9/9/2025	Dept: Copier Lease	\$ 483.63		9/18/2025		
RHYME BUSINESS PRODUCTS-DALLAS	9/1/2025	Police: Copier Lease	\$ 203.33		9/18/2025		
RHYME BUSINESS PRODUCTS-DALLAS	9/4/2025	City Office: Copier Lease	\$ 445.07		9/25/2025		
RHYME BUSINESS PRODUCTS-DALLAS	9/25/2025	CC/SC: Copier Lease	\$ 254.13				
RHYME BUSINESS PRODUCTS-DALLAS	9/30/2025	Police: Copier Lease	\$ 202.94				
RHYME BUSINESS PRODUCTS-PORTAGE	9/22/2025	Tourism - Copier Contract	\$ 43.68				
TOTAL	RHYME BUSINESS PRODUCTS-DALLAS			\$ 1,632.78			
RICHLAND CENTER POLICE PROFESSIONAL	9/12/2025	UNION DUES POLICE UNION DUES Pay Period: 9/5/2025	\$ 218.25		9/25/2025		

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Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
RICHLAND CENTER POLICE PROFESSIONAL	9/26/2025	UNION DUES POLICE UNION DUES Pay Period: 9/19/2025	\$ 218.25		9/25/2025		
TOTAL	RICHLAND CENTER POLICE PROFESSIONAL			\$ 436.50			
RICHLAND FIRE DISTRICT	8/24/2025	Incident #225158, 08/24/2025, Hillside Depot	\$ 300.00		9/25/2025		
RICHLAND FIRE DISTRICT	8/28/2025	#225163, 08/28/2025, Hillside Depot	\$ 300.00		9/25/2025		
RICHLAND FIRE DISTRICT	9/7/2025	#225169, 09/07/2025, Eric Freel	\$ 612.00				
RICHLAND FIRE DISTRICT	9/11/2025	#225173, 9/11/2025, Hillside Depot	\$ 300.00				
RICHLAND FIRE DISTRICT	9/16/2025	#225174, 9/16/2025, Richland Co Coroner	\$ 200.00				
TOTAL	RICHLAND FIRE DISTRICT			\$ 1,712.00			
RICHLAND HOSPITAL, INC	9/4/2025	Police: lab work for investigation	\$ 279.00		9/25/2025		
RICHLAND HOSPITAL, INC	7/31/2025	Police: lab work for investigation	\$ 324.00				
TOTAL	RICHLAND HOSPITAL, INC			\$ 603.00			
RJB VIDEO LLC	9/3/2025	GREATER RICHLAND TOURISM - VIDEO PRODUCTION	\$ 450.00				
RJB VIDEO LLC	9/24/2025	GREATER RICHLAND TOURISM - VIDEO PRODUCTION	\$ 450.00				
TOTAL	RJB VIDEO LLC			\$ 900.00			
RUNNING, INC	9/15/2025	Taxi: Shared Ride Taxi Service - August 2025	\$ 32,142.93		9/25/2025		
RUNNING, INC	9/15/2025	Taxi: Shared Ride Taxi Service - August 2025 Fare Revenue	\$ (6,897.00)		9/25/2025		
TOTAL	RUNNING, INC			\$ 25,245.93			
SHERWIN INDUSTRIES, INC	9/24/2025	PW/Streets: 50lb Glass Beads -Hwy Spec	\$ 825.00				
TOTAL	SHERWIN INDUSTRIES, INC			\$ 825.00			
THE HOMESTEADER'S STORE	8/26/2025	PW/B&G: New Holland Workmaster 2 Repair	\$ 212.06		9/25/2025	PW	9/18/2025
TOTAL	THE HOMESTEADER'S STORE			\$ 212.06			
THE PSYCHOLOGY CENTER	9/8/2025	POLICE: new hire	\$ 475.00				
TOTAL	THE PSYCHOLOGY CENTER			\$ 475.00			
TOP PACK DEFENSE LLC	8/28/2025	POLICE: Hi Lite AXIIIa black no tails & guardian	\$ 1,321.00		9/25/2025		
TOTAL	TOP PACK DEFENSE LLC			\$ 1,321.00			
TOTAL UPFITTERS LLC	9/4/2025	Police: Squad 3 equipment	\$ 2,645.94		9/25/2025		
TOTAL	TOTAL UPFITTERS LLC			\$ 2,645.94			
UNITED STATES ALLIANCE F	9/23/2025	PW/B&G: Community Center 5-Year Testing and Repairs	\$ 2,875.00				
TOTAL	UNITED STATES ALLIANCE F			\$ 2,875.00			
SCHILLING SUPPLY COMPANY	9/16/2025	PW/B&G: Paper & Cleaning Products for Restrooms / Breakrooms	\$ 4.13				
SCHILLING SUPPLY COMPANY	9/30/2025	PW/B&G: Paper & Cleaning Products for Restrooms/Breakrooms	\$ 667.16				
TOTAL	SCHILLING SUPPLY COMPANY			\$ 671.29			
SCOTT CONSTRUCTION, INC	8/27/2025	PW/Streets: Cold Mix Patch	\$ 891.44		9/18/2025	PW	9/18/2025
SCOTT CONSTRUCTION, INC	9/11/2025	PW/Streets: Cold Mix Patch	\$ 875.60			PW	9/18/2025
TOTAL	SCOTT CONSTRUCTION, INC			\$ 1,767.04			
WERTZ PLUMBING & HEATING	9/15/2025	PW / B&G: Meyers Building Water Heater Repair	\$ 172.39				
TOTAL	WERTZ PLUMBING & HEATING			\$ 172.39			
WEST BEND MUTUAL INSURAN	8/27/2025	Police: notary bond	\$ 20.00				
TOTAL	WEST BEND MUTUAL INSURAN			\$ 20.00			
SECURIAN FINANCIAL GROUP, INC	9/23/2025	Payroll: Life Insurance Premiums - Oct 2025	\$ 327.17		9/25/2025		
SECURIAN FINANCIAL GROUP, INC	9/23/2025	Payroll: Life Insurance Premiums - Oct 2025	\$ 396.49		9/25/2025		
SECURIAN FINANCIAL GROUP, INC	9/23/2025	Payroll: Life Insurance Premiums - Oct 2025	\$ 671.35		9/25/2025		
SECURIAN FINANCIAL GROUP, INC	9/23/2025	Payroll: Life Insurance Premiums - Oct 2025	\$ 0.01		9/25/2025		
TOTAL	SECURIAN FINANCIAL GROUP, INC			\$ 1,395.02			

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Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
SIMPSON'S TRACTOR, INC	8/21/2025	PW/B&G: Replace Tension Arm, Gauge Wheels, Hydraulic Filter, Oil Filter DC Classic	\$ 571.72		9/18/2025	PW	9/18/2025
SIMPSON'S TRACTOR, INC	9/3/2025	PW/B&G: NH Workmaster 25S Replaced Fuel Shut off Solenoid, Top Engine Hood, Etc.	\$ 1,085.83		9/25/2025	PW	9/18/2025
SIMPSON'S TRACTOR, INC	8/5/2025	PW/B&G: NH Workmaster 25S Hyd Leak - Replace hose under rear fender	\$ 457.71		9/18/2025	PW	9/18/2025
SIMPSON'S TRACTOR, INC	8/5/2025	PW/B&G: BOB 68 Broom Toolkat and Broom	\$ 253.75		9/18/2025	PW	9/18/2025
TOTAL	SIMPSON'S TRACTOR, INC			\$ 2,369.01			
TC AUTOWORKS LLC	8/27/2025	Police: vehicle service	\$ 63.63		9/18/2025		
TC AUTOWORKS LLC	8/27/2025	Police: vehicle service	\$ 61.91		9/18/2025		
TC AUTOWORKS LLC	5/28/2025	PW/B&G: 2019 Ford F-250 Brakes - Late Charge	\$ 17.81				
TC AUTOWORKS LLC	9/15/2025	Police: 2020 Dodge Blower Motor	\$ 536.38				
TOTAL	TC AUTOWORKS LLC			\$ 679.73			
VERIZON	9/21/2025	Police: Phone	\$ 592.82				
VERIZON WIRELESS	8/21/2025	POLICE: Cell Phones	\$ 592.82		9/18/2025		
TOTAL	VERIZON WIRELESS			\$ 1,185.64			
U S CELLULAR	9/10/2025	PW: Floodplain Telephone	\$ 40.81				
U S CELLULAR	8/18/2025	PW/office: DPW Cell	\$ 56.20		9/23/2025		
U S CELLULAR	8/18/2025	PW/Parks: Parks Cell	\$ 56.20		9/23/2025		
U S CELLULAR	8/18/2025	PW/Streets: Streets Cell	\$ 72.28		9/23/2025		
U S CELLULAR	8/18/2025	Admin/city office: Clerk/Treas Cell	\$ 59.11		9/23/2025		
U S CELLULAR	8/18/2025	Admin/city office: Mayor Cell	\$ 56.20		9/23/2025		
U S CELLULAR	8/18/2025	PW/Cemetery: Tess Cell	\$ 59.11		9/23/2025		
U S CELLULAR	8/18/2025	PW/CC/SC: Mieden Cell	\$ 56.20		9/23/2025		
U S CELLULAR	8/18/2025	Admin/city office: DPW Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	8/18/2025	PW/Parks: Parks Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	8/18/2025	PW/Streets: Streets Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	8/18/2025	Admin/city office: Clerk/Treas Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	8/18/2025	Admin/city office: Mayor Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	8/18/2025	PW/Cemetery: Tess Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	8/18/2025	PW/CC/SC: Mieden Cell	\$ (9.25)		9/23/2025		
U S CELLULAR	9/18/2025	PW/office: DPW Cell	\$ 56.20				
U S CELLULAR	9/18/2025	PW/Parks: Parks Cell	\$ 56.20				
U S CELLULAR	9/18/2025	PW/Streets: Streets Cell	\$ 72.28				
U S CELLULAR	9/18/2025	Admin/city office: Clerk/Treas Cell	\$ 59.11				
U S CELLULAR	9/18/2025	Admin/city office: Mayor Cell	\$ 56.20				
U S CELLULAR	9/18/2025	PW/Cemetery: Tess Cell	\$ 59.11				
U S CELLULAR	9/18/2025	PW/CC/SC: Mieden Cell	\$ 56.20				
U S CELLULAR	9/18/2025	Admin/city office: DPW Cell	\$ (9.25)				
U S CELLULAR	9/18/2025	PW/Parks: Parks Cell	\$ (9.25)				
U S CELLULAR	9/18/2025	PW/Streets: Streets Cell	\$ (9.25)				
U S CELLULAR	9/18/2025	Admin/city office: Clerk/Treas Cell	\$ (9.25)				
U S CELLULAR	9/18/2025	Admin/city office: Mayor Cell	\$ (9.25)				
U S CELLULAR	9/18/2025	PW/Cemetery: Tess Cell	\$ (9.25)				
U S CELLULAR	9/18/2025	PW/CC/SC: Mieden Cell	\$ (9.25)				

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Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
<i>TOTAL</i>	<i>U S CELLULAR</i>			\$ 741.91			
US BANK	9/9/2025	PW/Aquatic/B&G: Certified Pool Operator Training	\$ 395.00			PW	9/18/2025
US BANK	8/15/2025	PW/Aquatic: WAC Training	\$ 49.00			Park	9/22/2025
US BANK	9/16/2025	PW/Streets: Elastomeric L Line Supplies	\$ 146.70			PW	9/18/2025
US BANK	8/30/2025	Police: notary renewal	\$ 166.95				
US BANK	9/9/2025	Police: Training Coleman SWAT_Olive Garden	\$ 25.62				
US BANK	9/10/2025	Police: Training - Coleman SWAT Buffalo Wild Wings	\$ 33.20				
US BANK	9/11/2025	Police: Training - Coleman SWAT Milw Burger Co	\$ 33.53				
US BANK	9/12/2025	Police: Training - Coleman SWAT Hotel	\$ 323.00				
US BANK	9/23/2025	Police: Retired Officer Card	\$ 20.00				
US BANK	7/31/2025	Police: Email Renewals for PD	\$ 1,342.32		9/8/2025		
US BANK	9/27/2025	PW/B&G: Walking Path Ground Cover for Light Poles	\$ 119.76				
<i>TOTAL</i>	<i>US BANK</i>			\$ 2,655.08			
WARCO	9/15/2025	PW/CC/SC: Senior Center Bus Trip - Diamond Jo 10/2/2025	\$ 1,325.00		9/18/2025		
<i>TOTAL</i>	<i>WARCO</i>			\$ 1,325.00			
VISA	8/21/2025	Tourism: Lands End Volunteer Shirts	\$ 47.42		9/18/2025		
VISA	8/28/2025	Tourism: Canyon of Lights Glow Sticks	\$ 234.29		9/18/2025		
VISA	8/29/2025	Tourism: Canyon of Lights Glow Sticks	\$ 203.23		9/18/2025		
VISA	8/24/2025	Tourism: Visme Easy WebContent	\$ 29.00		9/18/2025		
VISA	8/29/2025	Tourism: Lands End Volunteer Shirts	\$ 68.47		9/18/2025		
<i>TOTAL</i>	<i>VISA</i>			\$ 582.41			
WI DEPT OF REVENUE	9/12/2025	SWT TAXES STATE WITHHOLDING TAX Pay Period: 9/5/2025	\$ 3,270.02		9/30/2025		
WI DEPT OF REVENUE	9/26/2025	SWT TAXES STATE WITHHOLDING TAX Pay Period: 9/19/2025	\$ 3,036.28				
<i>TOTAL</i>	<i>WI DEPT OF REVENUE</i>			\$ 6,306.30			
WI DEPT OF REVENUE-AV FUEL	8/31/2025	Aviation Fuel Tax - August 2025	\$ 21.24		9/19/2025	PW	9/18/2025
<i>TOTAL</i>	<i>WI DEPT OF REVENUE-AV FUEL</i>			\$ 21.24			
WI DEPT OF TRANS-FINANCIAL OPERATIONS	9/2/2025	PW/Streets: Cap Outlay Project - Preliminary Engineering USH 14	\$ 2,197.55		9/18/2025		
<i>TOTAL</i>	<i>WI DEPT OF TRANS-FINANCIAL OPERATIONS</i>			\$ 2,197.55			
WALSH'S ACE HARDWARE	9/4/2025	PW/B&G: Fence Parts Returned	\$ (20.37)		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	9/10/2025	PW/B&G: Fasteners for Rinish Mount Deck	\$ 1.79		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	9/3/2025	PW/Streets: Mounting Tape Garage Supplies	\$ 14.78		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	9/3/2025	PW/B&G: Aquatic Center Maintenance - Pool Winterizing - Antifreeze	\$ 156.00		9/18/2025	Park	9/22/2025
WALSH'S ACE HARDWARE	9/8/2025	PW/Streets: Ace Btr Rlr J 3X3 2 Pk	\$ 12.08		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	9/10/2025	PW/Streets: Rollers and Paint Tray	\$ 6.46		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	8/28/2025	PW/ Streets: Marking Paint Supplies: Brush, Tray, Roller	\$ 6.80		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	9/11/2025	PW/B&G: Community Center Water Softener Salt	\$ 116.87		9/18/2025	PW	9/18/2025
WALSH'S ACE HARDWARE	9/16/2025	Aquatic: Bots/Nuts/Washers - Maint & Repair	\$ 141.01				
WALSH'S ACE HARDWARE	9/17/2025	PW/B&G: Batteries - CC	\$ 33.98				
<i>TOTAL</i>	<i>WALSH'S ACE HARDWARE</i>			\$ 469.40			
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ (134.03)		9/30/2025		
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 2,175.10		9/30/2025	Park	9/22/2025
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 113.31		9/30/2025	Park	9/22/2025
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 55.91		9/30/2025	Park	9/22/2025
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 23.78		9/30/2025		

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

Item 2.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 13.47		9/30/2025	PW	9/18/2025
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 18.26		9/30/2025	PW	9/18/2025
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 41.70		9/30/2025	PW	9/18/2025
WE ENERGIES	9/9/2025	WE Energies: Gas Bills	\$ 19.49		9/30/2025	PW	9/18/2025
TOTAL	WE ENERGIES			\$ 2,326.99			
WI DEPT OF ADMINISTRATIO	9/15/2025	Aquatic Center Funds from Richland Co Bank to LGIP_Higher Interest Rate	\$ 239,605.55		9/18/2025		
TOTAL	WI DEPT OF ADMINISTRATIO			\$ 239,605.55			
WIL-KIL PEST CONTROL	8/31/2025	PW/Refuse: pest control landfill	\$ 67.38		9/18/2025	PW	9/18/2025
WIL-KIL PEST CONTROL	8/31/2025	PW/CC/SC: pest control community center	\$ 81.56		9/18/2025		
WIL-KIL PEST CONTROL	8/31/2025	PW/CC/SC: pest control Meyer Shelter	\$ 67.38		9/18/2025		
WIL-KIL PEST CONTROL	8/31/2025	3722805 - Municipal Building - Pest Control	\$ 67.38		9/18/2025	PW	9/18/2025
TOTAL	WIL-KIL PEST CONTROL			\$ 283.70			
WEX BANK	8/31/2025	POLICE: Vehicle Fuel	\$ 1,891.74		9/18/2025		
WEX BANK	9/30/2025	POLICE: Vehicle Fuel	\$ 2,199.18				
TOTAL	WEX BANK			\$ 4,090.92			
WI DEPT OF NATURAL RESOURCES-ENV FEES	9/12/2025	PW/B&G: CTMI Workshop VI/Tess	\$ 425.00		9/25/2025	PW	9/18/2025
TOTAL	WI DEPT OF NATURAL RESOURCES-ENV FEES			\$ 425.00			
WI Deferred Compensation	9/12/2025	DEFERRED COMP DEFERRED COMP AFTER TAX % Pay Period: 9/5/2025	\$ 91.14		9/15/2025		
WI Deferred Compensation	9/12/2025	DEFERRED COMP DEFERRED COMPENSATION Pay Period: 9/5/2025	\$ 395.00		9/15/2025		
WI Deferred Compensation	9/12/2025	DEFERRED COMP DEFERRED COMP AFTER TAX Pay Period: 9/5/2025	\$ 100.00		9/15/2025		
WI Deferred Compensation	9/26/2025	DEFERRED COMP DEFERRED COMP AFTER TAX % Pay Period: 9/19/2025	\$ 79.24		9/26/2025		
WI Deferred Compensation	9/26/2025	DEFERRED COMP DEFERRED COMPENSATION Pay Period: 9/19/2025	\$ 395.00		9/26/2025		
WI Deferred Compensation	9/26/2025	DEFERRED COMP DEFERRED COMP AFTER TAX Pay Period: 9/19/2025	\$ 100.00		9/26/2025		
TOTAL	WI Deferred Compensation			\$ 1,160.38			
WICONNECT WIRELESS LLC	9/1/2025	Airport Internet Service 3Mb/s Download	\$ 59.99		9/25/2025		
TOTAL	WICONNECT WIRELESS LLC			\$ 59.99			
WISCONSIN STATE JOURNAL	9/16/2025	CC/SC: WSRC Subscriptions	\$ 855.99				
TOTAL	WISCONSIN STATE JOURNAL			\$ 855.99			
WPPI ENERGY	10/1/2025	LED Street Light Loan Payment 0% Int	\$ 421.62				
TOTAL	WPPI ENERGY			\$ 421.62			
WI Dept of EE Trust Funds	9/12/2025	WRS WRS Additional Pay Period: 9/5/2025	\$ 70.00				
WI Dept of EE Trust Funds	9/12/2025	WRS WRS RETIREMENT Pay Period: 9/5/2025	\$ 3,014.28				
WI Dept of EE Trust Funds	9/12/2025	WRS WRS RETIREMENT Pay Period: 9/5/2025	\$ 3,014.28				
WI Dept of EE Trust Funds	9/12/2025	WRS PROTECTIVE W/ SS Employee Pay Period: 9/5/2025	\$ 2,534.46				
WI Dept of EE Trust Funds	9/12/2025	WRS PROTECTIVE W/ SS Employee Pay Period: 9/5/2025	\$ 5,473.77				
WI Dept of EE Trust Funds	9/16/2025	Payroll: Health Insurance - October 2025 Premiums	\$ 34,957.34		9/19/2025		
WI Dept of EE Trust Funds	9/16/2025	Payroll: Health Insurance - October 2025 Premiums	\$ 6,064.18		9/19/2025		
WI Dept of EE Trust Funds	9/16/2025	Payroll: Health Insurance - October 2025 Premiums	\$ 59,766.44		9/19/2025		
WI Dept of EE Trust Funds	9/16/2025	Payroll: Health Insurance - October 2025 Premiums	\$ 4,153.14		9/19/2025		
WI Dept of EE Trust Funds	8/31/2025	Payroll: WRS - Utility Portion - Aug 2025	\$ 22,021.70		9/30/2025		

City of Richland Center - Finance Committee Council Payment Approval Report - October 7, 2025

Item 2.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
WI Dept of EE Trust Funds	8/31/2025	Payroll: WRS - Rounding - August 2025	\$ (0.01)		9/30/2025		
WI Dept of EE Trust Funds	9/26/2025	WRS WRS Additional Pay Period: 9/19/2025	\$ 70.00				
WI Dept of EE Trust Funds	9/26/2025	WRS WRS RETIREMENT Pay Period: 9/19/2025	\$ 3,017.33				
WI Dept of EE Trust Funds	9/26/2025	WRS WRS RETIREMENT Pay Period: 9/19/2025	\$ 3,017.33				
WI Dept of EE Trust Funds	9/26/2025	WRS PROTECTIVE W/ SS Employee Pay Period: 9/19/2025	\$ 2,280.06				
WI Dept of EE Trust Funds	9/26/2025	WRS PROTECTIVE W/ SS Employee Pay Period: 9/19/2025	\$ 4,924.24				
TOTAL	<i>WI Dept of EE Trust Funds</i>			\$ 154,378.54			
WORKSITE SOLUTIONS	9/12/2025	COMBINED INSURANCE Pay Period: 9/5/2025	\$ 23.35		9/25/2025		
WORKSITE SOLUTIONS	9/26/2025	COMBINED INSURANCE Pay Period: 9/19/2025	\$ 23.35		9/25/2025		
TOTAL	<i>WORKSITE SOLUTIONS</i>			\$ 46.70			
ZARNOTH BRUSH WORKS	9/10/2025	PW/Streets: Tube Broom & Gutter Broom	\$ 951.50				
TOTAL	<i>ZARNOTH BRUSH WORKS</i>			\$ 951.50			

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
TOTAL BILLS PRESENTED FOR APPROVAL:				<u>\$ 778,293.99</u>			
			Tourism Fund	\$ 6,176.04			
			General Fund	\$ 772,117.95			

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

					+		-		
	CITY OF RICHLAND CENTER - TREASURER'S REPORT								Item 3.
	8/31/2025								
					Transfers In/(Out) Between Accounts				
Bank	FUNDS	Int Rate	BEH/MO BAL	RECEIPTS	DISBURSEMENTS		END/MO BAL		
PCB	City General Unassigned:	2.96%	\$ 387,564.74	\$ 1,130,494.49	\$ 1,118,860.00		\$ 399,199.23		
LGIP	State Investments #1 Unassigned	4.36%	\$ 3,679,910.43	\$ 13,626.72			\$ 3,693,537.15		
PCB	Property Tax Account (partial unassigned)	2.96%	\$ 20,551.77	\$ 60.75			\$ 20,612.52		
LGIP	#2 Landfill long term care (for landfill issues)	4.36%	\$ 659,387.69	\$ 2,441.72			\$ 661,829.41		
LGIP	#3 TIF-Panorama Estates (TIF 6)	4.36%	\$ 279,608.92	\$ 1,035.39			\$ 280,644.31		
LGIP	#6 TIF 2-5 (only #4)	4.36%	\$ 152,189.81	\$ 563.56			\$ 152,753.37		
CFB	RLF Business Savings	0.50%	\$ 176,816.18	\$ 77.51			\$ 176,893.69		
CFB	RLF Business Checking	0%	\$ 1,669.45				\$ 1,669.45		
	RESTRICTED FUNDS: (by outside entity)								
PCB	CDBG Housing RLF	2.96%	\$ 166,938.71	\$ 493.41			\$ 167,432.12		
Richland	Landfill Long Term Care CD to 2045	2.48%	\$ 320,243.09				\$ 320,243.09		
	Landfill Long Term Care CD to 2045	2.48%	\$ 308,732.96				\$ 308,732.96		
PCB	Library Checking	2.96%	\$ 127,654.10	\$ 308,313.73		\$ 43,967.52	\$ 392,000.31		
PCB	Room Tax	2.96%	\$ 80,661.96	\$ 208.32		\$ 75,717.76	\$ 5,152.52		
PCB	Greater Richland Tourism	2.96%	\$ 15,921.07	\$ 55,564.17		\$ 36,608.17	\$ 34,877.07		
PCB	Redevelopment Authority	2.96%	\$ 74,230.98	\$ 219.40			\$ 74,450.38		
LGIP	#5 Renew RC Loan Program-Affordable Housi	4.39%	\$ 858,287.73	\$ 3,178.24			\$ 861,465.97		
PCB	Renew RC Loan Program-Checking	3.48%	\$ 79,393.16	\$ 234.65			\$ 79,627.81		
	COMMITTED: (by resolution of the Council)								
LGIP	#4 Projects committed	4.36%	\$ 2,618,134.93	\$ 9,694.96			\$ 2,627,829.89		
	ASSIGNED: (for specific use, not assigned)								
PCB	Cemetery CDs	2.34% & 3.48%	\$ 5,030.41	\$ 2.50			\$ 5,032.91		
PCB	Centennial Committee	2.96%	\$ 2,921.15	\$ 8.63			\$ 2,929.78		
Royal	Canine Fund	0%	\$ 48,551.22				\$ 48,551.22		
PCB	Park/Rec/Comm Center	2.96%	\$ 12,154.48	\$ 35.92			\$ 12,190.40		
Richland	Aquatic Center	0.25%	\$ 239,549.77	\$ 52.50			\$ 239,602.27		
	Total Interest Earned in Current Month			#REF!	\$ -				
	LOANS					8/31/2025			
	Loans:		Total Debt 4/30/2025	2025 Principle	Loan Term End	Balance			
	Richland County Bank (2%)		\$ -	\$ -	Paid off 2024	\$ -			
	WPPI (no interest)		\$ 10,961.72	\$ 5,059.44	10/28/2027	\$ 10,540.10			
	State Trust Fund Loan - Panorama Est TIF 6 (3.5%)		\$ -	\$ -	Paid off 2021	\$ -			
Ehlers	Bonding - Panorama Estates TIF 6 (1.8%)		\$ 650,000.00	\$ 52,075.00	4/1/2037	\$ 650,000.00			
CFB	CFB Haseltine 389,390/Westside Dr 362,610 (2.73%)		\$ 452,000.00	\$ 67,117.10	4/1/2028	\$ 452,000.00			
Ehlers	Aquatic Center Bonding (20 Years)		\$ 3,345,000.00	\$ 301,600.00	8/1/2038	\$ 3,345,000.00			
			\$ 4,457,961.72	\$ 425,851.54		\$ 4,457,540.10			
	Debt Capacity - WI Department of Revenue - 2024					\$ 20,792,625.00			
				% of Total Debt Capacity used		21%			
				65% Recommended Maximum		\$ 13,515,206.25			
				Amt Avail to Reach 65%		\$ 9,057,666.15			

	2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 % S/B 66.67%
Administration Office								
Revenues								
Total Regulation - Licenses & Permits:	59,466.00	67,916.60	(8,450.60)	114.21%	45,178.00	26,588.79	18,589.21	58.85%
Total Public Charges for Services	-	-	0.00	#DIV/0!	-	23.00	(23.00)	#DIV/0!
Total Interest, Dividend, and Misc. Revenues	229,900.00	544,282.63	(314,382.63)	236.75%	248,600.00	313,612.73	(65,012.73)	126.15%
Administration Office Revenue Total	289,366.00	612,199.23	(322,833.23)	211.57%	293,778.00	340,224.52	(46,446.52)	115.81%
Expenses								
Total City Admin / Clerk / City Treasurer / Office	436,322.00	363,450.87	72,871.13	83.30%	506,355.00	334,659.13	171,695.87	66.09%
Total Elections	20,500.00	12,626.66	7,873.34	61.59%	14,000.00	4,502.41	9,497.59	32.16%
Total Municipal Building	105,500.00	103,516.81	1,983.19	98.12%	20,000.00	10,403.46	9,596.54	52.02%
Administration Office Expense Total	562,322.00	479,594.34	82,727.66	85.29%	540,355.00	349,565.00	190,790.00	64.69%
Net Total Administration Office	(272,956.00)	132,604.89	(405,560.89)	-48.58%	(246,577.00)	(9,340.48)	(237,236.52)	3.79%
Elected / Appointed Officials								
Revenues								
Expenses								
	83,265.00	80,700.17	2,564.83	96.92%	89,825.00	46,127.16	43,697.84	51.35%
Net Total Elected / Appointed Officials	(83,265.00)	(80,700.17)	(2,564.83)	96.92%	(89,825.00)	(46,127.16)	(43,697.84)	51.35%
Assessor								
Revenues								
Expenses								
	174,800.00	26,376.36	148,423.64	15.09%	18,700.00	22,603.93	(3,903.93)	120.88%
Net Total Assessor	(174,800.00)	(26,376.36)	(148,423.64)	15.09%	(18,700.00)	(22,603.93)	3,903.93	120.88%
Airport								
Revenues								
	35,044.00	41,568.27	(6,524.27)	118.62%	39,044.00	36,805.18	2,238.82	94.27%
Expenses								
	39,500.00	34,803.01	4,696.99	88.11%	55,075.00	18,041.52	37,033.48	32.76%

Net Total Airport

2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 % S/B 66.67%
(4,456.00)	6,765.26	(11,221.26)	-151.82%	(16,031.00)	18,763.66	(34,794.66)	-117.05%

	2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 % S/B 66.67%
Public Works - Buildings & Grounds & Streets								
Revenues								
<i>Total Buildings & Grounds</i>	2,000.00	1,302.77	697.23	65.14%	800.00	-	800.00	0.00%
<i>Total Streets</i>	431,528.00	443,339.20	(11,811.20)	102.74%	429,084.00	351,251.90	77,832.10	81.86%
<i>Buildings & Grounds Revenue Total</i>	433,528.00	444,641.97	(11,113.97)	102.56%	429,884.00	351,251.90	78,632.10	81.71%
Expenses								
<i>Total Buildings & Grounds</i>	351,525.00	312,581.04	38,943.96	88.92%	447,500.00	248,819.91	198,680.09	55.60%
<i>Total Streets</i>	892,050.00	739,012.22	153,037.78	82.84%	837,431.00	429,283.21	408,147.79	51.26%
<i>Buildings & Grounds Expense Total</i>	1,243,575.00	1,051,593.26	191,981.74	84.56%	1,284,931.00	678,103.12	606,827.88	52.77%
<i>Net Total Public Works (B&G & Streets)</i>	(810,047.00)	(606,951.29)	(203,095.71)	74.93%	(855,047.00)	(326,851.22)	(528,195.78)	38.23%
Building & Zoning								
Revenues	4,850.00	7,961.55	(3,111.55)	164.16%	8,050.00	14,943.11	(6,893.11)	185.63%
Expenses	101,230.00	91,069.39	10,160.61	89.96%	104,000.00	64,898.40	39,101.60	62.40%
<i>Net Total Building & Zoning</i>	(96,380.00)	(83,107.84)	(13,272.16)	86.23%	(95,950.00)	(49,955.29)	(45,994.71)	52.06%
Cemetery								
Revenues	30,810.00	37,560.00	(6,750.00)	121.91%	32,810.00	18,350.00	14,460.00	55.93%
Expenses	7,250.00	5,375.28	1,874.72	74.14%	10,050.00	1,817.35	8,232.65	18.08%
<i>Net Total Cemetery</i>	23,560.00	32,184.72	(8,624.72)	136.61%	22,760.00	16,532.65	6,227.35	72.64%
Economic Development								
Revenues	-	-	0.00		-	91,496.05	0.00	#DIV/0!
Expenses	179,465.00	208,610.81	(29,145.81)	116.24%	80,770.00	152,786.70	(72,016.70)	189.16%
<i>Net Total Economic Development</i>	(179,465.00)	(208,610.81)	29,145.81	116.24%	(80,770.00)	(61,290.65)	72,016.70	75.88%

	2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 % S/B 66.67%
Public Safety								
Revenues								
Total Police Department	115,578.00	128,717.86	(13,139.86)	111.37%	121,041.00	75,572.27	45,468.73	62.44%
Total Fire & EMS	-	17,836.43	(17,836.43)	#DIV/0!	18,000.00	-	18,000.00	0.00%
Total Health & Human Services				#DIV/0!				#DIV/0!
Public Safety Revenue Total	115,578.00	146,554.29	(30,976.29)	126.80%	139,041.00	75,572.27	63,468.73	54.35%
Expenses								
Total Police Department	1,653,194.00	1,645,433.69	7,760.31	99.53%	1,665,179.00	1,067,697.02	597,481.98	64.12%
Total Fire & EMS	278,600.00	280,688.54	(2,088.54)	100.75%	268,685.00	234,408.30	34,276.70	87.24%
Total Health & Human Services	600.00	4,448.56	(3,848.56)	741.43%	2,000.00	4,288.09	(2,288.09)	214.40%
Public Safety Expense Total	1,932,394.00	1,930,570.79	1,823.21	99.91%	1,935,864.00	1,306,393.41	629,470.59	67.48%
Net Total Public Safety	(1,816,816.00)	(1,784,016.50)	(32,799.50)	98.19%	(1,796,823.00)	(1,230,821.14)	(566,001.86)	68.50%
Culture - Aquatic, CC/SC, Parks, Recreation								
Revenues								
Total Aquatic Center	165,000.00	190,232.39	(25,232.39)	115.29%	167,000.00	168,034.00	(1,034.00)	100.62%
Total Symons Center								
Total Community / Senior Center	26,400.00	43,521.63	(17,121.63)	164.85%	32,500.00	27,479.88	5,020.12	84.55%
Total Recreation	14,200.00	19,583.71	(5,383.71)	137.91%	14,300.00	18,596.51	(4,296.51)	130.05%
Total Parks	19,500.00	30,280.22	(10,780.22)	155.28%	25,500.00	23,933.52	1,566.48	93.86%
Parks & Recreation Revenue Total	225,100.00	283,617.95	(58,517.95)	126.00%	239,300.00	238,043.91	1,256.09	99.48%
Expenses								
Total Aquatic Center	250,225.00	230,787.47	19,437.53	92.23%	224,510.00	181,859.42	42,650.58	81.00%
Total Symons Center	100,000.00	54,492.06	45,507.94	54.49%	55,000.00	26,980.21	28,019.79	49.05%
Total Community / Senior Center	260,000.00	251,596.17	8,403.83	96.77%	266,766.00	176,393.17	90,372.83	66.12%
Total Recreation	44,500.00	32,594.47	11,905.53	73.25%	47,250.00	36,055.90	11,194.10	76.31%
Total Parks	60,000.00	63,443.49	(3,443.49)	105.74%	60,500.00	36,367.03	24,132.97	60.11%
Parks & Recreation Expense Total:	714,725.00	632,913.66	81,811.34	88.55%	654,026.00	457,655.73	196,370.27	69.98%
Net Total Culture	(489,625.00)	(349,295.71)	(140,329.29)	71.34%	(414,726.00)	(219,611.82)	(195,114.18)	52.95%

	2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 % S/B 66.67%
Refuse								
Revenues								
<i>Total Garbage & Recycling</i>	279,000.00	291,448.80	(12,448.80)	104.46%	287,000.00	192,559.17	94,440.83	67.09%
<i>Total Landfill</i>	59,000.00	63,729.28	(4,729.28)	108.02%	69,000.00	59,477.95	9,522.05	86.20%
Refuse Revenue Total	338,000.00	355,178.08	(17,178.08)	105.08%	356,000.00	252,037.12	103,962.88	70.80%
Expenses								
<i>Total Garbage & Recycling</i>	256,500.00	169,884.58	86,615.42	66.23%	282,000.00	190,554.72	91,445.28	67.57%
<i>Total Landfill</i>	74,420.00	96,888.18	(22,468.18)	130.19%	85,770.00	49,967.36	35,802.64	58.26%
Refuse Expense Total	330,920.00	266,772.76	64,147.24	80.62%	367,770.00	240,522.08	127,247.92	65.40%
Net Total Refuse	7,080.00	88,405.32	(81,325.32)	1248.66%	(11,770.00)	11,515.04	(23,285.04)	-97.83%
Fire Calls								
Revenues	22,000.00	25,998.00			25,000.00	12,882.00	12,118.00	51.53%
Expenses	25,000.00	30,088.00	(5,088.00)	120.35%	20,000.00	11,182.00	8,818.00	55.91%
Net Total Fire Calls	(3,000.00)	(4,090.00)	5,088.00	136.33%	5,000.00	1,700.00	3,300.00	34.00%
Taxi								
Revenues	119,000.00	290,053.69			375,000.00	57,667.00	317,333.00	15.38%
Expenses	160,000.00	339,965.62	(179,965.62)	212.48%	375,000.00	191,434.93	183,565.07	51.05%
Net Total Streets	(41,000.00)	(49,911.93)	179,965.62	121.74%	-	(133,767.93)	133,767.93	#DIV/0!
Room Tax / Tourism (City Portion Only - 30% Revenue, 50% Wages & Benefits GRT Director & 100% RR Depot Building)								
Revenues	54,060.00	102,850.10	(48,790.10)	190.25%	122,375.00	23,919.17	98,455.83	19.55%
Expenses	159,707.00	817,165.86	(657,458.86)	511.67%	150,843.00	35,203.24	115,639.76	23.34%
Net Room Tax /Tourism	(105,647.00)	(714,315.76)	608,668.76	676.13%	(28,468.00)	(11,284.07)	(17,183.93)	39.64%
All Other - Not listed within a Specific Department								
Revenues								
<i>Total Tax Levy</i>	2,375,000.00	2,375,000.13	(0.13)	100.00%	2,332,552.00	1,616,070.13	716,481.87	69.28%

	2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 S/B 66.67%
Total Other Taxes (PILOT, Mobile Homes, Etc)	642,853.00	637,178.27	5,674.73	99.12%	544,000.00	364,363.80	179,636.20	66.98%
Total Intergvmnt'l - State & Fed Aid + Grants + Utility Reimb	41,248.00	136,646.75	(95,398.75)	331.28%			0.00	#DIV/0!
Total Franchise Fees			0.00	#DIV/0!			0.00	#DIV/0!
Total Interest Income			0.00	#DIV/0!			0.00	#DIV/0!
Total Miscellaneous Revenues	1,778,688.00	1,633,361.67	145,326.33	91.83%	1,990,753.00	543,730.35	1,447,022.65	27.31%
All Other Revenue Total	4,837,789.00	4,782,186.82	55,602.18	98.85%	4,867,305.00	2,524,164.28	2,343,140.72	51.86%
Expenses								
Total Insurance	205,600.00	123,781.49	81,818.51	60.21%	293,700.00	216,310.71	77,389.29	73.65%
Total Audit & Legal	146,000.00	117,051.94	28,948.06	80.17%	152,500.00	85,085.00	67,415.00	55.79%
Total Data Processing	40,000.00	54,183.09	(14,183.09)	135.46%	54,300.00	29,895.91	24,404.09	55.06%
Total Celebrations	-	-	0.00	#DIV/0!	-	-	0.00	#DIV/0!
Total Debt Service	531,175.00	421,100.00	110,075.00	79.28%	416,384.00	359,296.14	57,087.86	86.29%
Total Unallocated Contingency	125,000.00	7,242.42	117,757.58	5.79%	42,670.00	4,083.52	38,586.48	9.57%
All Other Expense Total	1,047,775.00	723,358.94	324,416.06	69.04%	959,554.00	694,671.28	264,882.72	72.40%
Net Total All Other	3,790,014.00	4,058,827.88	(268,813.88)	107.09%	3,907,751.00	1,829,493.00	2,078,258.00	46.82%
Capital Outlay								
Revenues								
ARPA Funds	30,000.00	70,320.50	(40,320.50)	234.40%	123,000.00	-	123,000.00	0.00%
Grant Funds	4,151,590.00	-	4,151,590.00	0.00%	3,140,000.00	96,559.73	3,043,440.27	3.08%
Other Miscellaneous	1,910,000.00	(676.86)	1,910,676.86	-0.04%	5,000.00	2,545.99	2,454.01	50.92%
Transfers In	-	-	0.00	#DIV/0!	-	-	0.00	#DIV/0!
Capital Outlay Revenue Total	6,091,590.00	69,643.64	6,021,946.36	1.14%	3,268,000.00	99,105.72	3,168,894.28	3.03%
Expenses								
Capital Outlay Expense Total	3,480,000.00	758,966.30	2,721,033.70	21.81%	3,781,250.00	93,895.17	3,687,354.83	2.48%
Net Total All Other	2,611,590.00	(689,322.66)	3,300,912.66	-26.39%	(513,250.00)	5,210.55	(518,460.55)	-1.02%
Revenues	\$ 12,596,715.00	\$ 7,200,013.59	\$ 5,571,753.10	57.16%	\$ 10,195,587.00	\$ 4,136,462.23	\$ 6,150,620.82	40.57%
Expenditures	\$ 10,241,928.00	\$ 7,477,924.55	\$ 2,764,003.45	73.01%	\$ 10,428,013.00	\$ 4,364,901.02	\$ 6,063,111.98	41.86%
Library Transfer Out	\$ 290,000.00	\$ 290,000.00	\$ -	100.00%	\$ 306,969.00	\$ 306,969.00	\$ -	100.00%
		\$ -	\$ -					
Net Revenue Less Expenditure	\$ 2,064,787.00	\$ (567,910.96)	\$ 2,807,749.65		\$ (539,395.00)	\$ (535,407.79)	\$ 87,508.84	
Ferguson Land Purchase (Contingency Funds)		\$ 646,468.29						
Actual Net / Revenue Over Expense		\$ 78,557.33			\$ 6,646,763.00			
	\$ -	\$ -			\$ -	\$ -		
	\$ -	\$ -			\$ -	\$ (0.00)		

Greater Richland Tourism**Revenues**

Total City Room Tax Dollars
Total Other Muni Room Tax Dollars
Total MISCELLANEOUS REVENUES:

GRT Revenue Total:

Expenses - Greater Richland Tourism

Net Total Greater Richland Tourism**Library****Revenues**

Total Levy Funds from City
Total County Funds
Total MISCELLANEOUS REVENUES:

Library Revenue Total:

Expenses - Library

Net Total Library

2024 Budget Prev Year 12/31/2024	2024 Actual YTD 12/31/2024	2024 Budget Less Actual	%	2025 Budget (Current Year) 12/31/2025	2025 Actual YTD 8/31/2025	2025 Budget Less Actual	8 % S/B 66.67%
-	58,362.31	(58,362.31)	#DIV/0!	60,000.00	44,328.82	15,671.18	73.88%
-	103,629.88	(103,629.88)	#DIV/0!	45,000.00	30,400.76	14,599.24	67.56%
-	1,381.39	(1,381.39)	#DIV/0!	600.00	631.86	(31.86)	105.31%
-	163,373.58	(163,373.58)	#DIV/0!	105,600.00	75,361.44	30,238.56	71.37%
-	106,952.40	(106,952.40)	#DIV/0!	99,257.05	66,648.31	32,608.74	67.15%
-	56,421.18	(56,421.18)	#DIV/0!	6,342.95	8,713.13	(2,370.18)	137.37%
290,000.00	290,000.00	0.00	100.00%	306,969.00	306,969.00	0.00	100.00%
134,591.00	134,594.78	(3.78)	100.00%	143,836.00	136,386.10	7,449.90	94.82%
13,200.00	21,662.58	(8,462.58)	164.11%	16,000.00	18,554.05	(2,554.05)	115.96%
437,791.00	446,257.36	(8,466.36)	101.93%	466,805.00	461,909.15	4,895.85	98.95%
437,791.00	413,388.35	24,402.65	94.43%	466,805.00	287,717.94	179,087.06	61.64%
-	32,869.01	(32,869.01)	#DIV/0!	-	174,191.21	(174,191.21)	#DIV/0!



Professional Services Agreement

MSA Project Number: 00013087

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

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Andrew Zimmer, P.E.

Email: azimmer@msa-ps.com

CITY OF RICHLAND CENTER (OWNER)

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

Phone: (608) 647-3466

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

Project Name: 2025 Pavement Rating Assistance

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

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

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

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

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

CITY OF RICHLAND CENTER

MSA PROFESSIONAL SERVICES, INC.

Todd Coppernoll

Mayor

Date: _____

Andrew Zimmer, P.E.

Sr. Team Leader

Date: SEPT. 8, 2025

OWNER ATTEST:

Jasen Glasbrenner

Director of Public Works

Date: _____

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

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

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

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

(b) Designated Owner Representative

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

(c) Tests, Inspections, and Reports

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

(d) Additional Consultants

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

(e) OWNER Provided Services and Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A: SCOPE OF SERVICES

Project Understanding

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

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

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

Additional Services

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

ATTACHMENT B: RATE SCHEDULE

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

REIMBURSABLE EXPENSES

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

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

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

Agenda Item

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

Purpose

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

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

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

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

Thank you for your continued partnership.

Sincerely,



Troy Maggied
Executive Director
Southwestern Wisconsin Regional Planning Commission



September 16, 2025

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

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

Dear Mr. Glasbrenner:

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

I. PROJECT UNDERSTANDING

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

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

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

II. SCOPE OF SERVICES

A. General

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

B. Specific Services Provided by Consultant

1. Task 1 – Existing Document Review

a) Consultant will review the following:

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

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

2. Task 2 – Field Inspection & Documentation

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

3. Task 3 – Inspection Report

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

4. Task 4 – Report Submittal & Coordination

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

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

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

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

IV. INFORMATION PROVIDED BY OTHERS

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

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

V. SCHEDULE

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

VI. SCHEDULE OF DELIVERABLES

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

- A.** Dike Inspection Report

VII. DESIGNATION OF RESPONSIBLE PARTIES

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

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

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

VIII. FEES

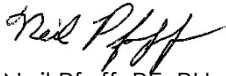
- A.** The fixed fee to provide the scope of services included herein is \$2,800.
- B.** These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example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

IX. GENERAL TERMS AND CONDITIONS

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

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

Sincerely,



Neil Pfaff, PE, PH, CST
Project Leader

Enclosure: General Terms & Conditions
Pine River Dike Map

AUTHORIZATION TO PROCEED

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

Client

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

Date

Witness

Consultant



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

September 16, 2025
Date

Witness

© Vierbicher Associates, Inc.

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

1. Services Not Provided as Part of This Agreement

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

2. Hazardous Environmental Conditions

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

3. Additional Services

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

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

4. Client's Responsibility

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

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

5. Additional General Considerations (for projects involving construction)

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

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

6. Fees

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

7. Sales Tax for Landscape Design Services

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

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

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

8. Dispute Resolution

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

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

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

9. Insurance

A. Consultant

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

B. Client

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

C. Contractor

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

10. Limitations of Liability/Indemnity

A. Definitions:

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

B. Limitation of Liability

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

- 1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

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

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

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

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

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

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

11. Betterment

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

12. Use of Documents

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

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

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

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

14. Use of Electronic Media

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

15. Opinions of Cost

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

16. Approvals

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

17. Certifications

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

18. Third Parties

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

19. No Express or Implied Warranty

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

20. Damages Waiver

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

21. Standard of Care

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

22. Termination

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

A. For Cause

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

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

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

23. Force Majeure/Project Schedule

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

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

24. Successors, Assigns and Beneficiaries

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

25. Municipal Financial Advisor Services

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

26. Controlling Laws

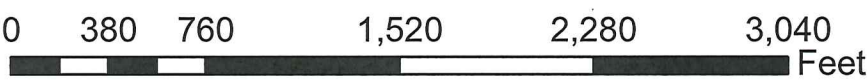
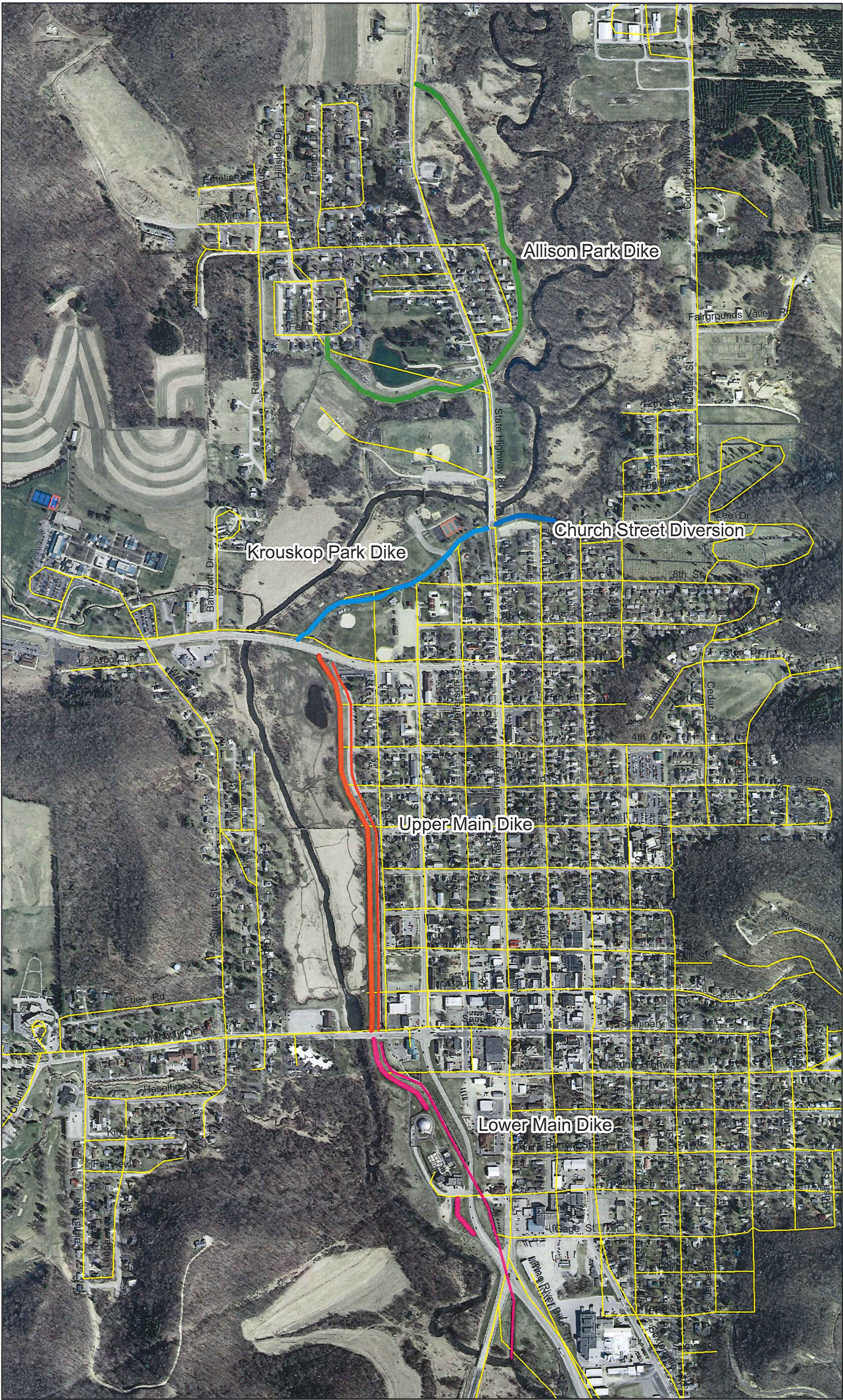
This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. Entire Agreement

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

28. Authority

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



Request for Proposal – Residential Solid Waste and Recycling Collection and Disposal

Issue Date: 08/01/2025

Proposal Due Date: 08/22/2025

1. Introduction and Background

The City of Richland Center is seeking proposals from qualified firms to provide weekly garbage collection, biweekly recycling, and biannual large item pickup for all single-family through four-family residences and designated City-owned buildings. This contract, beginning January 1, 2026, will replace the current agreement and aims to maintain efficient, reliable, and cost-effective solid waste and recycling services.

2. Scope of Work and Requested Services

A. Residential Collection Coverage:

- Service shall be provided to all single-family through four-family residential units within the City of Richland Center. Curbside collection is defined as pickup at the edge of the roadway or alley. “Walk-up” service must be available as an add-on for residents with limited mobility (optional pricing shall be included in the proposal).

B. Cart Requirements:

- Contractor shall furnish one (1) 95-gallon cart for refuse and one (1) 95-gallon cart for recycling per dwelling unit. Carts remain property of the Contractor. Contractor shall maintain, replace, or repair carts as needed at no additional cost to the City or residents, unless due to neglect or abuse by the resident.

C. Transfer Station:

- The Contractor shall provide dumpsters and a compactor at the City’s Transfer Station and handle disposal of all household waste, recyclables, and large items brought to the site. The Contractor must maintain adequate capacity by timely emptying or swapping containers. Rates include use of these containers. The Contractor shall also staff the scale house during open hours: Mondays and Wednesdays 8:00 a.m.–1:00 p.m., Saturdays until Noon, or otherwise agreed upon schedule.

D. Large Item Collections:

- Twice annually, at no extra cost, the Contractor shall collect large household items (e.g., mattresses, couches, chairs, rugs, furnishings, electronics—excluding TVs, microwaves, computers, construction debris, carpeting, or yard waste). Collection occurs one Saturday in April and one in October. Contractor shall also dispose of appliances dropped off at the Transfer Station or another City-designated site.
- Outside of the two scheduled large item pickups, the City will continue to utilize its Large Waste Item Collection Tagging System. Under this program, residents may purchase tags in advance for eligible items through the City Clerk/Treasurer’s Office. The Contractor shall be responsible for collecting these tagged items as part of regular service, at no additional charge to the City beyond the agreed rates.

E. Municipal Facilities – The Contractor shall provide and service the following waste and recycling receptacles at City-owned sites at no additional charge:

- Airport: (1) 2 yd dumpster
- Brewer Library: (3) 95 gallon totes for recycling and (3) 95 gallon totes for waste
- City’s Compost Area of Highway AA: (1) 2 yd dumpster
- Community/Senior Center: (1) 2yd dumpster

- Fire Station: (1) 95 gallon tote/container
- Municipal Building: (1) 2yd recycling and (1) 2yd waste dumpsters
- Public Works – Buildings & Grounds Building: (1) 4yd dumpster
- Public Works – Streets Building: (1) 4yd dumpster
- Wastewater Treatment Plant: (1) 2yd recycling, (1) 2yd waste dumpsters and (2) 95 gallon totes

F. Service Expectations:

- Missed pickups resolved by next day, excluding Sunday
- Public-facing customer service line (8 AM–4:30 PM, M–F)
- Monthly complaint log submission
- Provide and maintain containers
- Immediate cleanup of spills or blown debris
- Provide flyers, notices, and public messaging as needed

3. Deliverables

- Weekly collection schedule and map
- Monthly service and tonnage reports
- Annual audit of route participation
- Annual cart inventory and condition report

4. Term

- 5-Year Term: January 1, 2026 – December 31, 2030

5. Insurance and Indemnification

- General Liability: \$5,000,000 minimum
- Auto Liability: \$1,000,000 minimum
- Workers Compensation: Statutory limits
- Umbrella/Excess Liability: \$2,000,000 minimum
- City named as additional insured; 30-day cancellation notice required
- All liability policies must include a Waiver of Subrogation in favor of the City of Richland Center. The waiver must be explicitly stated on the certificate of insurance and shall apply to all covered losses regardless of fault, to the extent permitted by law.

6. Proposal Requirements

- Cover Letter
- Company Background and Qualifications
- Experience with Wisconsin municipalities
- Work Plan and Customer Service Process
- Detailed Pricing Sheet
- Draft Service Agreement
- References (3 minimum)
- Proof of Insurance
- Description of Equipment and Carts

7. Pricing Format

Proposers must submit per-unit monthly pricing for the following service options:

Garbage	Recycling	Bulk Pickup
Weekly	Biweekly	2x/yr

Include separate pricing for:

- Extra carts (per cart/year)
- Optional yard waste pickup (seasonal or subscription)
- “Walk-up” service (per household/year)

8. Evaluation Criteria

- Cost (30%)
- Experience with similar municipalities (20%)
- Customer Service and Missed Collection Plan (20%)
- Service Enhancements (10%)
- Reporting and Communication Capabilities (10%)
- References and Reputation (10%)

9. Submission Instructions

Please submit one (1) electronic copy in PDF format to:

Darcy Perkins
Municipal Services Specialist
City of Richland Center
Email: Darcy.Perkins@richlandcenterwi.gov

For questions, please contact Darcy Perkins at 608-647-3466 Ext. 202.

Submission Deadline: Proposals must be received by 5:00 PM CST on Friday, August 22, 2025

10. Schedule

Milestone	Date
RFP Issued	August 1, 2025
Proposals Due	August 22, 2025
Finance Committee Review	September 2, 2025
Common Council Award	September 2, 2025
Contract Effective	January 1, 2026

The City reserves the right to reject any or all proposals, to waive informalities, and to award the contract in the best interest of the City. Notification of selection will be distributed by 09/15/2025.



Re: GFL Residential Solid Waste and Recycling Collection and Disposal Proposal

From Justin Montani <jmontani@gflenv.com>
Date Mon 09/22/2025 15:22
To Darcy Perkins <darcy.perkins@richlandcenterwi.gov>
Cc Michael Lange <mlange@gflenv.com>

Good afternoon, Darcy,

Hope you had a great weekend!

We wanted to provide you with some additional information regarding adjustments that can be made to our original proposal for the City's consideration. For the monthly per home rate, we would still be proposing \$16.25 in the first year (2026), but we can adjust the annual increases as follows:

2026 - \$16.25
2027 - \$16.74
2028 - \$17.24
2029 - \$17.76
2030 - \$18.29

As for the dumpsters at the Transfer Station, we're offering to reduce the original hauling fee from \$250 per load to \$225 per load, and reduce the original tonnage rate from \$70 per ton to \$65 per ton. We would certainly appreciate the opportunity to discuss further adjustments to the Transfer Station Operator scope - specifically as it relates to days, hours, and responsibilities should that be something the City wishes to adjust based on what was originally requested in the RFP.

In the meantime, we will plan on having a member of GFL present at the October 7th meeting to discuss/answer any questions the City might have regarding our proposal.

Please let us know if anything additional is needed at this time.

Thanks again!

Justin Montani | Government Contracts Manager
GFL Environmental
4220 N Newville Rd, Janesville, WI 53545
T (773) 805-5339 | jmontani@gflenv.com | www.gflenv.com

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City of Richland Center- Municipal Refuse and Recycle Collection

Susan Malmanger, Sales Manager
Republic Services
875 17th St
Prairie du Sac, WI 53578
E: smalmanger@republicservices.com
715-416-2206



REPUBLIC
SERVICES

Sustainability in Action



August 22, 2025

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

Dear City Council,

Republic Services is pleased to submit the following proposal for residential trash collection services. We are confident you will continue to find **Republic Services the Ideal Fit for Your Refuse and Recycling needs.**

We are proud to say that we have served the communities within the Southern Wisconsin area for **35+ Years** and during this time we have witnessed and been part of many changes in the industry, but what hasn't changed is our ***Commitment to our Customers***, and that is providing them with the ***Highest Level of Service at a Fair and Reasonable Price.*** As the area's leading municipal waste provider, we are proud to be recognized for the following benefits to our communities across the area:

- § We employ over 100 employees who live and work in the Southern Wisconsin Region.
- § We have consistently delivered a 99.9% refuse and recycling pick-up rate in our contracted cities.
- § Our drivers are 38% safer than the industry average.
- § Named to Barron's 2024 100 Most Sustainable Companies at #15
- § We are a leader in the marketing of commodities, ensuring that your commodities have end markets in all market conditions.
- § Republic Services was named one of the World's Most Ethical Companies by the Ethisphere Institute for the fifth consecutive year in a row.
- § Three individual hauling sites located in Boscobel and Prairie Du Sac. This means we have local contingency plans in place for providing day to day service to all our valued customers in the event of any catastrophic event.

Republic Services' proposal shares details about our ability to provide reliable service as well as enhance and preserve environmental stewardship as your community partner. Together we will put ***"Sustainability in Action."***

Sincerely,

Susan Malmanger

City of Richland Center

Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE technology platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has

Republic Services is your low-risk, best value partner

- § 20+ years continuously serving Berry
- § Reliable – 99.9% pickup rate
- § Safer – 35% fewer incidents than industry average
- § Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- § Owner and operator of the largest hazardous waste disposal portfolio in America

significantly increased connectivity with our customers, offering them the ability to "Track My Truck" – which also further empowers our employees, improves productivity, and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our

Figure 1. Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
35% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #15 on the 2023 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

sustainability platform, and we continue to invest in the business for the long term. Most evident is our innovation and investment to develop the nation's first polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country.

Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- § **Safe** – We protect the livelihoods of our colleagues and our communities.
- § **Committed to Serve** – We go above and beyond to exceed our customers' expectations.
- § **Environmentally Responsible** – We take action to improve our environment.

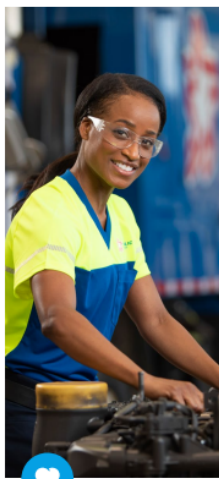









§ **Driven** – We deliver results the right way.

§ **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

Figure 2. Five core values guide us as we serve our customers every day.

Our Values

				
				
Safe	Committed to Serve	Environmentally Responsible	Driven	Human-Centered
We protect the livelihoods of our colleagues and communities.	We go above and beyond to exceed our customers' expectations.	We take action to improve our environment.	We deliver results in the right way.	We respect the dignity and unique potential of every person.

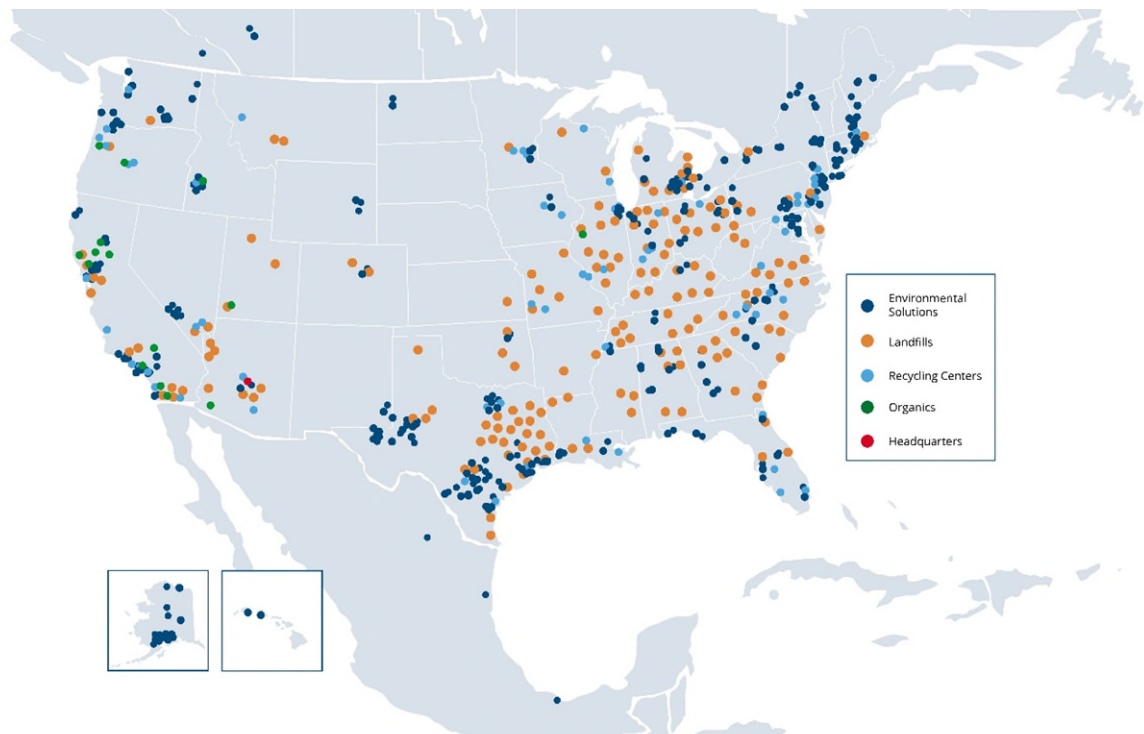
National Network

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed

by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to Berry that many other providers in the industry are unable to stand behind.

Figure 3. Local team with a national network. Republic Services delivers essential services and Emergency Response in almost every state in North America.



Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact, to landfills that generate renewable energy, we are **Sustainability in Action™**. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors. We are guardians of our environment and have a big responsibility to it. We lead by example, working diligently to by decreasing

our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an

Figure 4. Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership



SAFETY

Safety Amplified

0

Zero employee fatalities

Incident Reduction

<2.0

Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



TALENT

Engaged Workforce

88

Achieve and maintain employee engagement scores at or above 88 by 2030



CLIMATE LEADERSHIP

Science Based Target

35%

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year) APPROVED BY SBTI¹

Circular Economy

40%

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

Renewable Energy

50%

Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)



COMMUNITIES

Charitable Giving

45M

create sustainable neighborhoods through strong community partnerships for 45 million people by 2030

industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

Our first electric trucks are powered by the public utility grid. Even in states with the highest grid carbon intensities, EVs have significant greenhouse gas benefits over diesel vehicles. Batteries and electric motors are incredibly efficient at converting energy to propulsion – and, combined with regenerative braking, our electric collection trucks are three to four times more fuel-efficient than a diesel truck.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which position it well to serve the communities where we live and work.

We expect the pace of our electric truck rollout to accelerate in future years, and

plan to electrify a significant portion of our fleet by 2030.

Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center, opening in Las Vegas in 2023, will process plastics from Republic's recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the

materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

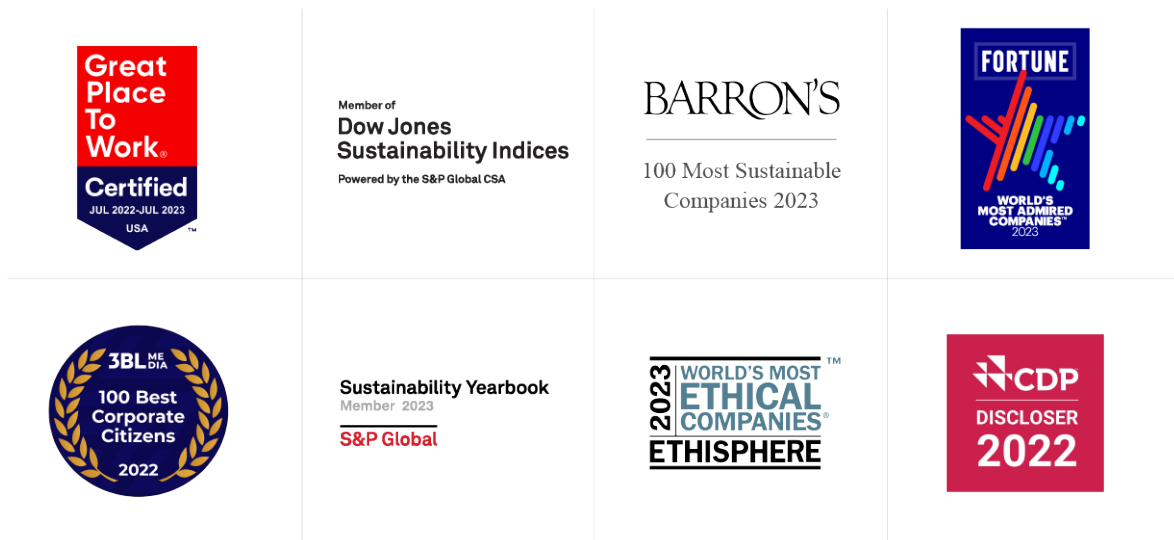
US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services. This includes adding nine specialty waste landfills with five hazardous waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and

more than 100 environmental services field locations including treatment and recycling centers.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner who has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities added to the Republic Services portfolio mean that we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials

Figure 5. Recognition supports our approach. Engaged employees and leadership make Republic Services an employer of choice.



that come from the business or manufacturing process.

Lastly, municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

Local Leadership

Our local personnel are vital to the successful delivery of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the Berry. Our local and area management teams' unique combination of operating and managing solid waste companies, recycling expertise and innovative management systems will ensure quality service for the duration of the contract. This allows us to quickly respond and meet your needs all while staying in touch with your local businesses and residents.

Figure 6. Emergency Response Services – we were at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021.



General Manager

Patrick Connell has 15 years of leadership experience. He spent a majority of those 15 years in Wisconsin before most recently leading the recycling, environmental, and waste services for Republic Services in Oklahoma based in Oklahoma City. Patrick most recently had leadership responsibilities that included 118 employees across four landfills, one transfer station, and multiple collection offices in the state of Oklahoma. He has partnered with 28 municipalities that ensures safety, effective customer service, and reliability. Patrick is moving his family home to Wisconsin to lead the Republic Services team in Southern Wisconsin.



Figure 7. Your Local Team. Our team located in Prairie Du Sac is ready to deliver service to your city today.

Operations Supervisor

Dustin Enke is a lifelong resident of Southern Wisconsin. He has 10+ years of management experience in daily operations. His sole responsibility is successful operation of the Prairie Du Sac hauling and transfer station. Dustin ensures maximum productivity and route management for commercial, roll-off and residential routes and establishes productivity improvement goals where needed.

Responsibilities include the management of labor hours and disposal expenses. He also interacts with customers and local, state and federal government employees to resolve customer service concerns and ensure regulatory compliance standards are met.

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to "Think. Choose. Live.®"

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs.

Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

38% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States

Think. Choose. Live.® embodies our company culture

Winners of 72% of industry's Driver of the Year awards since 2009

communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing incidents. Supervisors are required to

Figure 8. Continually Improving Safety is Top Goal for Republic Services.

Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.



conduct a minimum of two in-person employee observations per week.

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- § Injury and illness prevention/safety rules
- § Back injury prevention
- § Emergency response/fire safety
- § Exposure control plan
- § Drug and alcohol program
- § Personal protective equipment
- § Employee right-to-know
- § Hearing conservation safety
- § Lock out and tag out safety
- § Slips, trips and falls
- § Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safe employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning

letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM).

DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.

The program is monitored and conducted by a Driver Service Coordinator responsible for:

- § Conducting pre- and post-route briefings with drivers
- § Entering and monitoring DSM issues
- § Running and distributing reports

During collection activities, drivers are instructed to make notes on their route sheets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.

Finally, Driver Service Coordinators must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as

commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.

Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to an immediate resolution.

Together for Safer Roads

As the operator of the 5th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Figure 9. Inspections. Driver performs pre-route inspection to ensure vehicle is safe for operating.



Today, we are proud to be the only recycling and waste services provider associated with Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

Sustainability

We're committed to partnering with customers to create a more sustainable world.

This is our company vision, which is intentionally ambitious because we believe we are uniquely positioned to help our customers achieve their own sustainability goals.

Determining our Goals

As one of the largest environmental services companies in the United States, with the 5th largest vocational fleet in operation, our opportunity to make a meaningful impact on the sustainability of the country is real. Our foundational Elements of Sustainability are deeply integrated into our business and serve as the anchor for our 2030 sustainability goals.

- § **Safety** drives every decision we make. Our dedication to safety extends to our customers and into our communities. We are committed to creating a safe environment for our customers, communities, and employees. Republic's safety performance has consistently been 38% better than the industry average, based on available OSHA data.
- § **Talent** We employ and develop talented professionals that demonstrate an unwavering commitment to sustainability, including the well-being of our customers, communities, and each other. We proudly celebrate diversity by maintaining our culture of inclusion, a culture that allows

Republic Services is a recognized leader in Sustainability, with major investments toward our 2030 goals.

- § Listed on Dow Jones Sustainability Index since 2016
- § Named to Barron's 100 Most Sustainable Companies
- § Named to 3BL Media's 100 Best Corporate Citizens list
- § Certified as Great Place to Work®
- § Included in the S&P Global Sustainable Sustainability Yearbook
- § Scored at Leadership Level for CDP Climate Change since 2019

employees to bring their whole selves to work.

- § **Climate Leadership** We are focused on delivering services and solutions for a more sustainable world. Through landfill and fleet innovation, recycling and circularity of key materials, and renewable energy production, we're committed to environmentally responsible operations that increase efficiency, grow our business, and drive performance of our customers' goals.
- § **Communities** Investing in the communities where our employees and customers live and work is vital, so our charitable giving platform revolves around sustainable neighborhood revitalization. We directly support people, places, and spaces in need with financial grants, in-kind donations and volunteer time.

Figure 10. Elements of Sustainability. Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these areas



We have defined relevant, ambitious goals under these four elements, and are the first US environmental services company to have a greenhouse gas goal approved by the Science Based Targets Initiative (SBTi). Figure 11 offers a look at our 2030 Sustainability Goals.

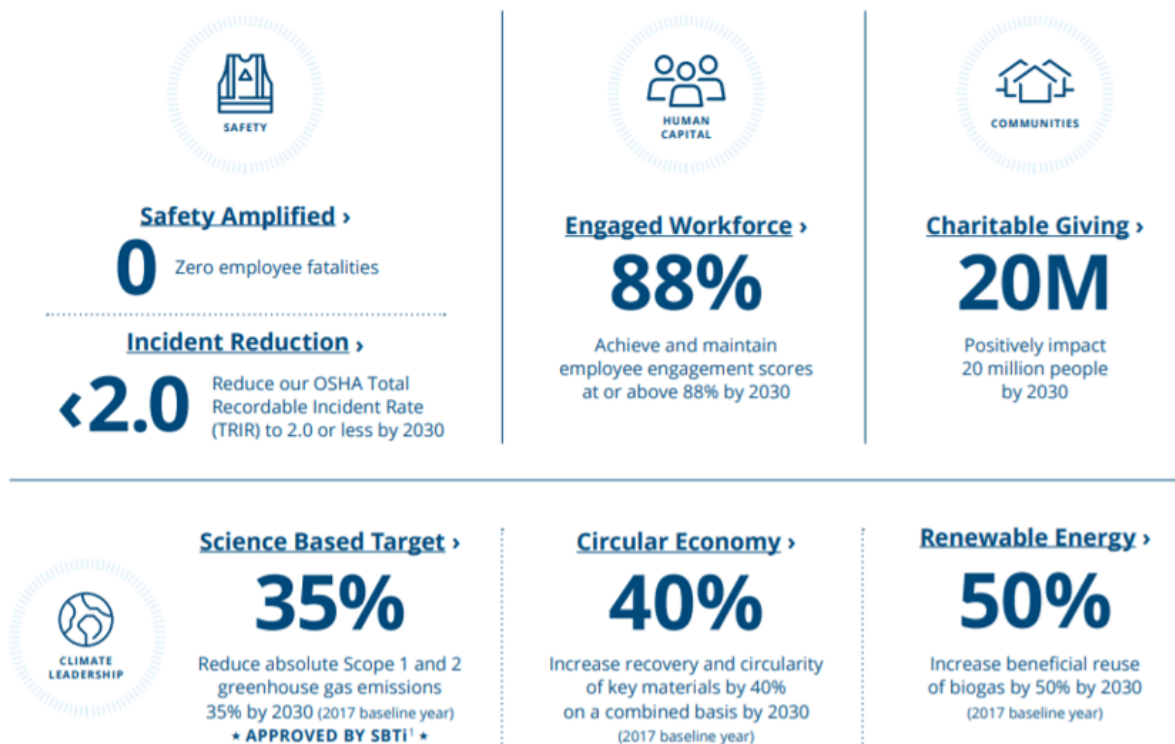
Advancing our Goals

Once we had set our 2030 Sustainability Goals, we set out to identify meaningful investments and innovations that would drive the types of major changes we require to achieve the goals by the end of the decade.

In total, we invest more than \$100 million per year in our sustainability initiatives, as a commitment to our planet. Examples of our investments to make a measurable improvement in our 2030 Sustainability Goals are offered here:

§ **Reduce Emissions** – Operating the 5th largest vocational fleet in the country, we have over 16,000 trucks in operation. For this reason, our commitment to electrify our fleet will drive a meaningful portion of our GHG emission reduction goal. We have been running pilot operations for electric vehicles at multiple sites across the country with aggressive, long-term plans to grow our EV fleet each year as technology advances. In March 2023, we unveiled an electric truck designed from the frame up in collaboration with OshKosh. This design effort further demonstrates our commitment to electrification, and our willingness to innovate from scratch rather than simply retrofit a legacy vehicle.

Figure 11. *Elements of Sustainability.* Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these areas



§ **Reduce Emissions (and) Renewable Energy** – As the owner and operator of a large portion of landfills in the country, our ability to capture and reuse otherwise-emitting gases from those facilities will contribute to the majority of our emissions reduction goal (in addition to our EV fleet conversion). As of 2022, we had 74 landfill gas-to-energy (LFGTE) projects, generating power, or renewable natural gas (RNG), from the methane produced by the landfills. In addition to this, we announced a joint venture with Archaea Energy to develop RNG projects at 39 more landfills, above and beyond the 17 already being developed at the time of the announcement. In late 2022, Archaea announced they were acquired by BP, further strengthening our position for the success of America's largest RNG portfolio. One fifth of our collections fleet, comprising 100% of our CNG vehicles, is powered by RNG, thereby avoiding the extraction and use of fossil-gas.

§ **Charitable Giving** – We continue to expand our focus on community reinvestments through our Republic Services Charitable Foundation, local Community Grants, in-kind donations and employee volunteerism. The focus

Figure 12. Electric Vehicle technology is evolving quickly, enabling us to electrify our fleet over the coming years.



of our efforts are on placemaking, which refers to projects that have the potential to make a positive impact of a large portion of the community. Our Foundation announces approximately 12 major grant projects each year, investing \$2-3M annually into communities where we live and work, ranging from parks to community gardens; schools to community center revitalization.

§ The Republic Services Charitable Foundation team is proud to announce the organizations that will be receiving 2024 **National Neighborhood Promise** grants. The Foundation's National Neighborhood Promise Program® aims to revitalize communities and the quality of life of residents through volunteer projects, monetary donations and in-kind services. In 2024, a total of \$3 million was awarded to 15 nonprofit organizations making a lasting difference in their local communities.

§ "Our commitment to being a good neighbor is reinforced through our charitable giving initiatives," said Elena G., Director of Charitable Giving "Engaging with and investing in the communities where we live and work is

Figure 13. National Neighborhood Promise is our foundation grant program for charitable giving.



how we help foster sustainable neighborhoods. Our local teams look forward to working closely with the award recipients to help bring these projects to life."

§ Additionally, throughout the year, our employees and local business units invest in smaller grant projects as well as volunteerism in the local community. From inception through year-end 2022, we have impacted over 5.5M people toward our goal, placing over \$17M in various grants to help make a difference across the markets that we serve.

§ **Reduce Emissions (and) Circular Economy** – To meet the demand to further reduce emissions in landfills by diverting food and other organic waste, we have built one of the largest portfolios of organics facilities in the nation. Our drive to push the envelope as we develop these facilities led us to be named the 2020 Organics Recycler of the Year by the National Waste and Recycling Association (NWRA), recognizing Republic for innovation and leadership in diverting food and yard

waste from landfills through food recovery, organics pre-processing and composting, all of which contributes to a circular economy.

§ **Circular Economy** – In order to address the growing desire to manage circularity of plastics, we announced a bold investment and innovation to create a hub and spoke network of Plastic Polymer Centers across the United States. These centers represent the first time a single North American company will manage the plastics stream from curbside collection to delivery of high-quality, and even food-grade, recycled content for consumer packaging. By keeping materials in use at their highest quality, a water bottle can live on to become another water bottle, transforming what it means to commercially recycle and bringing material circularity directly to our customers.

Figure 14. Organics Innovations such as our solar-powered Otay Compost Facility in Chula Vista CA, operating entirely off-grid, have earned awards such as 2022 Organics Management Facility of the Year.



Local References:

City of Reedsburg (09/03/2002)

134 S Locust Street

Reedsburg, WI 53959

(608)524-6404

Village of Mazomanie (12/19/2016)

711 W Hudson Street

Mazomanie, WI 53959

(608)795-2920

Reedsburg Township (12/16/2002)

600 W Main Street

Reedsburg, WI 53959

(608)524-3999

Village of Sauk City (10/1/2021)

726 Water Street

Sauk City, WI 53583

(608)643-3932

Village of Prairie Du Sac (09/21/2021)

335 Galena Street

Prairie Du Sac, WI 53578

(608)643-2421

City of Richland Center - Rates, Services, and Perks

CURBSIDE, Republic Carts provided & maintained for 5yr Term:

Option 1: **Current Per Home Rate with 10% annual escalator**
 Refuse, weekly service: \$9.16/month
 Recycle, every other week: \$3.11/month

TOTAL monthly rate:	\$ 12.27/month
----------------------------	-----------------------

Option 2: **Updated Per Home Rate with 5% annual escalator:**
 Refuse, weekly service: \$10.32/month
 Recycle, every other week: \$ 4.19/month

TOTAL monthly rate:	\$14.51/month
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BULK ITEM CURBSIDE SWEEP, 6 monthly curbside bulk item collection days, April - September, scheduled on your last refuse collection day of these months included in rates above (identified on service calendar):

- 1 Up to 5 items per home, per monthly bulk pick up event
- 1 Each item must be <50lbs, manageable by one person, no freon appliances, no hazardous waste, no yard waste, no construction debris, no tires.
- 1 Additional items can be called in and paid for directly with hauler (no more "tag" system through the City.

Added REPUBLIC SERVICES perks:

1. Walk-up service available for residents with limited mobility (No added charge, proper documentation required with new requests)
2. All commercial locations and services listed in RFP are included, **PLUS** annual container refresh program available upon request with no added charge for container refresh service.
3. \$1,000 annual credit available for City sponsored events - services Include Roll-off Trash and/or Recycle Services, to be requested by City staff at least 14 days in advance of event.
4. Additional Roll-off services provided as needed, upon request at local rates with discounted delivery charges within the City.
5. Annual recycle reports provided, as requested.
6. Containers and compactors on site at City Transfer Station will remain on site, no added charges, current haul and disposal charges remain in effect with annual escalator of 5% or CPI (greater of the two). Will no longer provide staff at transfer station, and hauler will work with City to come to mutually agreeable solution, upon City's request.

1. **Legal Entity:** The correct legal entity to sign the contract resultant to this Bid (“Contract”) and perform the services for Republic is BFI Waste Services, LLC.
2. Republic’s bid and submission of pricing is contingent upon the parties’ good faith negotiation of a mutually agreeable contract. If the parties cannot reach Contract on a mutually agreeable contract, Republic reserves the right to withdraw its bid.
3. **Definitions:** (to be added to contract upon successful acceptance of bid)

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction

Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

Recyclable Material. Recyclable Material consists of any material or substance at generated where the services are being performed that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

Solid Waste. Solid Waste is any non-hazardous solid waste generated where the services are being performed that is not excluded by the provisions of the Contract. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by the Contract. Waste Material does not include any Unacceptable Waste.

4. **Force Majeure:** Except for City’s obligation to pay amounts due to Republic, any failure or delay in performance under this Contract due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Republic has no control, shall not be included as part of Republic’s service under this Contract. In the event of increased volume due to a Force Majeure event, Republic and the City shall negotiate the additional payment to be made to Republic.

Further, the City shall grant Republic variances in routes and schedules as deemed necessary by Republic to accommodate collection of the increased volume of Waste Materials.

5. **Title:** Title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.
6. **Responsibility for Equipment/Access:** Any equipment Republic furnishes shall remain Republic's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic's handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of City's use, operation or possession of the equipment.
City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Republic may charge an additional fee for any additional collection service required by City's failure to provide access.
7. **Acceptable Waste; Unacceptable Waste:**
Republic must have a right to reject any unacceptable/hazardous waste provided by any residential or commercial unit.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/06/ Item 7.)

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 have ADDITIONAL INSURED provisions or 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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS: certificateteam@ccmsi.com														
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Co.</td><td>22667</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER D: ACE Property and Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Co.	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: Illinois Union Insurance Company	27960	INSURER D: ACE Property and Casualty Insurance Co.	20699	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2455491

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XEU G46782148 008	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - WI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

United States

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



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**CERTIFICATE NUMBER: 2455491**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C57194790) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”), by and between the [INSERT FULL NAME OF THE MUNICIPALITY AND THE NAME OF THE STATE] (“**City**”), and Republic Services “a Delaware corporation” or “ Delaware limited liability company”] qualified to do and actually doing business in the State of Wisconsin (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

_____ Residential Units	_____ Large Commercial Units
_____ Small Commercial Units	_____ Industrial Permanent Units
_____ Municipal Facilities	_____ Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees

that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit B-1 Recycling Facility Average Commodity Mix

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the “**Term**”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “**CPI**”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City’s address count each month, and the City shall pay Company’s invoices.

8.3 Payment. The City or Customer, as applicable, shall pay each of Company’s invoices without offset within twenty (20) days of receipt Company’s invoice. Payments may be made by check

or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.5 Audits.

8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall

be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or

equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. **Force Majeure.** Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. **Non-Discrimination.** Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

[INSERT FULL NAME OF THE MUNICIPALITY
AND THE NAME OF THE STATE]

[INSERT LEGAL ENTITY AND DBA OF
SERVICING DIVISION]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

_____ Municipal Solid Waste (MSW)	_____ Bulky Waste
_____ Yard Waste	_____ Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.15 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.16 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.17 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than ____ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least _____ per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE PRICING

***Rates to be added**

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 **“Recyclable Materials”** are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 **“Acceptable Material”** means the materials listed in Section 8 below.

1.3 **“Unacceptable Material”** means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of \$_____ per Unit for the collection and processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. City’s Collection and Processing rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the **“Unacceptable Material Threshold”**). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

6. Reporting and Credit. Company will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City’s Recycling Commodity Credit for that month. If the City’s account is billed in the aggregate to the City, the previous month’s Recycling Commodity Credit will be issued as a credit on the next month’s invoice to the City (if the Recycling Commodity Credit exceeds the City’s invoice amount, then Company will issue a check to City for the balance of its Recycling Commodity Credit). If the City’s account is Customer-billed, then Company will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.



City of Richland Center
Darcy Perkins, Municipal Services Specialist
450 South Main Street
Richland Center, WI 53581

Dear City Council Members:

Although it is not something you think about every day, waste and recycling collection is an important part of a community's image. When done correctly, by the right vendor, environmental service is something you should rarely have to spend time worrying about.

GFL Environmental thanks you for the opportunity to provide a proposal for trash and recycling collection services for the City of Richland Center. We know that your most pressing waste-related issues include efficient and economical service and reduced costs for residents.

Our understanding of the impact we have within the communities we serve is second to none. With a team comprised of experienced leaders, local drivers and a Wisconsin-based customer care center, we are well-equipped to exceed the expectations of the City of Richland Center and its residents.

As always, our goal is to ensure you will rarely have to concentrate on waste removal services and can stay focused on meeting other City objectives.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Justin Montani
Government Contracts Manager

GFL Environmental Services
950 Nelson Parkway
Viroqua, WI 54665
www.GFLEnv.com

GFL Environmental & City of Richland Center

PRESENTED TO:
City of Richland Center

PRESENTED BY:
Justin Montani
GFL Environmental



WHO WE ARE

- Founded in 2007
- Facilities in 20 US states and Canada
- Over 9,000 employees
- U.S. headquarters in Raleigh, NC



About GFL Environmental

To support your selection of GFL Environmental, it is helpful to understand a few facts about who we are, where we come from, and what we believe in. This section of the proposal offers valuable insight into our company, and why we will be a great partner for the City of Richland Center.

GFL Environmental is the only major diversified environmental services company in North America offering services in solid waste management, liquid waste management, and soil remediation.

With strategically located operations across Canada and the United States, GFL is uniquely equipped to undertake any environmental challenge, with unparalleled commitment to safety and customer service.

GFL Environmental and City of Richland Center

GFL offers a wide range of environmental and industrial services to businesses, communities, and households, providing a consolidated and sophisticated approach to meeting our customers' needs.

One of the keys to our success lies in the diversity of our services and our ability to deliver robust integrated solutions – traditionally provided by multiple third parties – all from a single efficient company.

We believe that, by providing safe, accessible, and cost-effective solutions, we encourage greater environmental responsibility and allow our customers and the communities we serve to be Green For Life. As a full-service environmental services company, GFL Environmental is ready and able to meet your waste collection needs. We provide collection, transfer, disposal, and recycling operations to more than 200,000 commercial customers and 1.9 million residential customers throughout North America. We have more than 3,100 trucks running routes daily. The strategic locations of our collection and disposal facilities allow us to offer convenient service at competitive rates.

Our experts understand the issues related to managing solid waste, and the impact that these issues can have on the environment—and on your business. GFL Environmental works in partnership with the communities we serve to preserve valuable resources and extend landfill capacity. We do this by focusing on waste reduction, recycling, and numerous other “green initiatives”.

Regardless of your needs, GFL Environmental has the experience, resources, and technologies to collect, transport, dispose, and recycle your solid waste. Our team is committed to providing you with prompt, dependable, and cost-effective waste services.

WHAT WE DO

SOLID WASTE SERVICES

- Municipal/ residential waste
- Industrial/ commercial waste
- Recycling collection, processing and storage
- Landfill disposal and diversion
- Organics processing and compost products and yard waste



Green Today. Green For Life.

gflenv.com

SAFETY AND COMPLIANCE

GREEN FOR LIFE. SAFE FOR LIFE.



The health and safety of our employees, customers and the communities we serve is the most important commitment we have.

Green Today. Green For Life.

gflenv.com

Professionally Trained & Safe Drivers

Avoiding accidents while on a customer's property is one of our primary objectives. With GFL Environmental as your provider, the City of Richland Center can have a high comfort level so that your property and employees are safe.

GFL Environmental is among the top-rated environmental services companies for ensuring driver safety. In our effort to take an initiative-based approach to prevent accidents, some of the tools we use include:

- DriveCam – driver monitoring and testing
- The Smith System – driver program on equipment operation
- Weekly site-specific safety meetings and program awareness
- Route audits
- Safety promotions and rewards

GFL Environmental Business Strengths

Selecting the right environmental service provider can have a positive impact on your municipality and its residents. How do you know you will get the service you expect? Does the contractor have the background and experience to meet your expectations? How do you compare one service provider to another?

This section of the proposal discusses several important business strengths that differentiate GFL Environmental from other environmental service providers. Though there are other reputable and knowledgeable contractors in the market, the following differentiators will help define why GFL Environmental is the right partner for the City of Richland Center.

Community Involvement

Successful and progressive businesses recognize the importance of giving back to the communities they serve. When you select GFL Environmental as your environmental consultant, you have the assurance that we are investing in the communities where we operate.

Our offices and employees support local businesses and charitable organizations. This support ranges from donations to the local food bank, participation in Habitat for Humanity, sponsorship of Little League and soccer teams, and numerous others. Additionally, because GFL Environmental hires locally rather than centralizing many corporate job functions, we help promote local economies by keeping taxes paid and wages spent in the communities where we do business.

Ancillary Services

In addition to the regular curbside services requested we also offer a wide range of ancillary services including portable restrooms, commercial containers and roll-off dumpsters. GFL Environmental owns and operates several facilities throughout southern Wisconsin which allows us to price these services competitively and operate at the apex of efficiency. We have the resources and assets to assist the City of Richland Center with any natural disasters or Public Works projects that may be presented.

Service Description

GFL Environmental knows that there is always room for improvement when it comes to service. Untapped opportunities may present the possibility to improve the current method of collections and improve service efficiency.

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We are experts at identifying ways to improve our customer's programs. We propose to provide the following:

- Weekly trash collection – Contractor provided 95-gallon cart
- Every other week recycling collection – Contractor provided 95-gallon cart
- Bi-annual large waste item collection
- Large waste item collection tagging system
- Dumpsters at City Transfer Station for disposal of household waste, recyclables and large items
- GFL provided scale house staff during open hours Mondays, Wednesdays and Saturdays
- Waste and recycling service for City-owned sites at no additional charge
- Local Customer Care Center to address residents' concerns
- Hauling Site in Viroqua provides local access to staff and equipment ensuring service excellence and ability to provide additional services to the city and its residents

Equipment

GFL Environmental intends to utilize front load trucks with Curotto-cans to service the 95-gallon GFL provided carts from all City of Richland Center residential units. Once all residential units have been serviced, the same front load trucks will drop the Curotto-can to provide service to the commercial properties in the City and surrounding area.

Work Plan and Customer Service Processes

GFL Environmental is proposing a four-day per week collection schedule. We will split the City of Richland Center up as evenly and efficiently as possible, servicing approximately 460 residential units per day. For example, one section of the city will have trash collection on Mondays, one section will have trash collection on Tuesdays, and so on and so forth. Recycling will follow this same service schedule with services being provided every-other Monday, every-other Tuesday, and so on and so forth.

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City of Richland Center residents will be provided with our Viroqua Customer Care Center phone number, which can be used to contact GFL Environmental directly with any questions, comments or concerns. We have representatives readily available Monday through Friday from 8:00AM - 4:30PM to answer calls. Our customer service team communicates directly with the operations staff responsible for servicing the City of Richland Center. Our entire staff will be trained on all facets of the contract and will be well-equipped to answer any questions City of Richland Center residents have as it relates to the services provided.

SERVICE PROPOSAL

TRASH SERVICES

1. **GFL Environmental will provide all City of Richland Center residents with 95-gallon carts**
 - a. **Carts must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and will be emptied via automated service**
 - b. **All materials must be placed inside the cart; anything outside the cart will not be collected**
 - c. **In the event a household wanted an additional cart, the resident would arrange payment with GFL**
 - i. **At the same rate as charged to City, on an annual basis. Cancellations would not be pro-rated.**
 - d. **Carts damaged, lost, or stolen shall be replaced at charge of \$85 per cart**
2. **Services will be provided on a weekly schedule Monday through Thursday**
 - a. **If the collection day falls on or during the week following an observed holiday GFL Environmental shall provide collection services on the next business day following the holiday or regular collection day**

RECYCLING SERVICES

1. **GFL Environmental will provide all City of Richland Center residents with 95-gallon carts**
 - a. **Carts must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and emptied via automated service**
 - b. **All materials must be placed inside the cart; anything outside the cart will not be collected**
 - c. **In the event a household wanted an additional cart, the resident would arrange payment with GFL**
 - i. **At the same rate as charged to City, on an annual basis. Cancellations would not be pro-rated.**
 - d. **Carts damaged, lost, or stolen shall be replaced at charge of \$85 per cart**
2. **Services will be provided on an every-other-week schedule Monday through Thursday**

- a. If the collection day falls on or during the week following an observed holiday GFL Environmental shall provide collection services on the next business day following the holiday or regular collection day
- 3. Recycling services will be “single-stream” recycling.
 - a. Resident will place all recyclable materials into the recycling cart for collection
 - i. Plastic containers, glass containers, metal/aluminum containers, cardboard, mixed paper, newspaper, juice boxes, milk cartons, etc.

LARGE ITEM COLLECTION

- 1. GFL Environmental will provide bi-annual collection of large household items in the spring and fall
- 2. GFL Environmental will provide large waste item collection with resident purchase of tag(s) in accordance with Resolution 2014-9 adopted by City of Richland Center effective May 1, 2014
- 3. Items for collection include, but are not limited to the following
 - a. Household furniture (couches, chairs, tables, cabinets, dressers, or similar)
 - b. Mattresses/Boxsprings
 - c. Carpet Roll (must be rolled and tied, not to exceed 4ft length or 12” diameter)
 - d. Countertop, not to exceed 4ft length or 36” wide
 - e. Doors, windows, toilet, other replacement items from a project
 - f. Appliances
 - g. Electronic waste
 - h. Tires
 - i. Extra bags of trash or recycling
 - j. General debris that is too large to place in the cart and WI landfill-eligible for disposal
- 4. Excluded items include, but are not limited to the following
 - a. Loose lumber, construction debris, etc.

GFL Environmental and City of Richland Center

- b. Rocks, soil, sod, etc.**
- c. Scrap metal**
- d. Automotive or marine batteries**
- e. Any other items that are banned from WI landfills**

CURRENT REFERENCES

City of Viroqua

- 124 W. Decker St, Viroqua, WI 54665
- 608.637.7186

City of Hillsboro

- 123 Mechanic St, Hillsboro, WI 54634-4342
- 608.489.2521

Village of Ontario

- 205 State St, Ontario, WI 54651
- 608.337.4381

Village of Stoddard

- 180 Main St, Stoddard, WI 54658
- 608.457.2136

Village of Viola

- 106 W. Wisconsin St, Viola, WI 54664
- 608.627.1831

Village of Genoa

- P.O. Box 70, Genoa, WI 54632
- 608.317.1293

We encourage you to reach out to our existing curbside collection customers to hear from them directly about their experience with us. The best way to learn about our service is to ask those who have experienced it!

Organization/Service Plan

GFL will provide the following support staff to service this contract:

Justin Montani, Government Contracts Manager

Justin began his journey in the waste industry in 2019 working in the field while furthering his education. He is a University of Wisconsin – Whitewater graduate with a BBA in Business Management. Upon graduating, he worked as a Municipal Services Administrator before becoming a Government Contracts Manager. Justin's attention to detail, communication skills, and passion for sustainability make him an invaluable asset in providing exceptional customer experience. His strategic mindset and process-oriented approach set him apart as a premier young leader in the industry. He will be your point of contact for all issues regarding the performance and administration of the services and contract.

Scott Reber, Facility Manager

With nearly 18 years of experience in the waste industry, Scott has built his career with GFL through hard work, leadership, and a commitment to integrity. Beginning as a driver, he advanced to head mechanic, driver supervisor, and operations manager before stepping into his current role as Facility Manager. Scott is dedicated to fostering a safe work environment, ensuring employees know their value, and keeping operations running smoothly. His focus on safety, teamwork, and efficiency helps deliver reliable service and strong results for both employees and customers.

Our management team above is familiar with the services and needs of the City of Richland Center and its residents.

In terms of Customer Care, GFL will have a Customer Care Center located at its Viroqua division to manage all questions or service issues for Richland Center

GFL Environmental and City of Richland Center

residents. We know that local service is important, and eliminates long wait times, confusion on services, and unfamiliarity with the service area. If awarded this contract, GFL will collaborate with City Staff to address all educational needs to ensure any transition is as smooth as possible.

PRICING PROPOSAL

WEEKLY TRASH AND EVERY OTHER WEEK RECYCLING

	\$/Home/Month
2026	\$16.25
2027	\$17.06
2028	\$17.91
2029	\$18.81
2030	\$19.75

Dumpsters at Transfer Station

Hauling fee \$250 per load plus \$70 per ton

GFL Environmental and City of Richland Center

Proof of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 06/05/2025		
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).</p>						
PRODUCER Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA		CONTACT PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC #		
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd Southfield MI 48076 USA		INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: AIU Insurance Company 19399 INSURER C: AIG Insurance Company of Canada AAL564107 INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 570113049018		REVISION NUMBER:		
<p>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.</p> <p style="text-align: right;">Limits shown are as requested</p>						
TYPE	TYPE OF INSURANCE	ADOL RSD	SUBS WVD	POLICY NO. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> OTHER:			014121394	06/01/2025 06/01/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 Per Location Project Aggregate \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			014-12-1393	06/01/2025 06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			RMGL80777689 *Limits shown in CAD\$	06/01/2025 06/01/2026	EACH OCCURRENCE \$7,500,000 AGGREGATE \$7,500,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A/E: PROPRIETOR (PARTNER) / EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in MI) E/E: EMPLOYER'S OPERATIONS below	Y/N	N/A	014121402 014121401	06/01/2025 06/01/2026 06/01/2025 06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE-EA EMPLOYEE \$5,000,000 E.L. DISEASE-POLICY LIMIT \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
*(Aon) Commercial Risk (U.S.) is authorized to generate and distribute certificates in an administrative capacity as evidence of insurance.						
CERTIFICATE HOLDER				CANCELLATION		
GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd. Southfield MI 48076 USA				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 <i>Aon Risk Services Northeast, Inc.</i>		

Contract Draft

AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this “Agreement”) made and entered into on the ____ day of _____, 2025, (the “Effective Date”) by and between the City of Richland Center, a municipality of the State of Wisconsin and, by and through its City Council (“City”) and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (“Contractor”).

WHEREAS, the City deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste and recyclables generated by residents within the City and that such action is a valid exercise of powers of the City; and

WHEREAS, the Contractor submitted a proposal to City (the “Proposal”) and such Proposal has been accepted by the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit the City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City; and

GFL Environmental and City of Richland Center

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “Biomedical Waste” means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood but have not been treated by an approved method.

1.3 “Bulky Waste” means discarded items that are larger than three (3) feet in any dimension, and/or otherwise will not fit within an empty Cart.

1.4 “C&D Materials” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing construction and demolition debris with other types of solid waste will cause it to be classified as

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other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 “Cart” means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid.

1.6 “City” means the City of Richland Center which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 “Contractor” has the meaning set forth in the first paragraph above.

1.8 “Curbside” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or otherwise publicly- owned, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor’s vehicles.

1.9 “Customer” means the owner and/or occupant of a Residential Premises.

1.10 “Disabled Person” means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 “Force Majeure” means any act, event, or condition having a direct material adverse effect on Contractor’s ability to perform any obligation, agreement, or covenant under this Agreement, including without limitation, Contractor’s ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor’s reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body

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(excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 “Garbage” means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 “Hazardous Waste” means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Recyclables” shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1-#5 (e.g., milk jugs, laundry detergent bottles, soda, and water bottles); and steel containers (tin cans). Recyclables specifically does not include, and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

GFL Environmental and City of Richland Center

1.16 “Residential Premises” means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 “Services” has the meaning set forth below in Section 2.2.

1.20 “Solid Waste” has the meaning set forth previously in Section 1.12.

1.21 “Special Waste” means solid wastes that can require special handling and management, including but not limited to, bulky waste, white goods, waste tires, used oil, lead-acid batteries, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps, or any other material banned from Wisconsin landfills.

1.22 “Term” has the meaning set forth below in Section 2.4.

1.23 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 “White Goods” means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 “Yard Trash” means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees, and tree stumps.

GFL Environmental and City of Richland Center

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the City and Contractor, this Agreement shall prevail and control.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste and, Recyclables by Contractor from the Residential Premises, located in the City (collectively, the “Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste and Recyclables by Contractor shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for the period beginning on January 1, 2026, and expiring on December 31, 2030 (the “Initial Term”). This agreement shall automatically renew unless either the City or Contractor provide written communication no less than 90 days prior to the expiration date of the Initial Term or any renewal term.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided.

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged

GFL Environmental and City of Richland Center

Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated day and has the right to refuse to collect all Unacceptable Waste.

3.1.2 Recyclables Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 6:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.3 Bulky Waste Bulky Waste placed outside of the Cart and placed roadside shall not be collected by Contractor from the Residential Premises that generated such Bulky Waste without the purchase of pickup tag(s).

3.1.4 Bi-Annual Bulky Waste Collection Contractor shall provide a Bi-Annual Bulky Waste Collection on dates that are mutually acceptable between the City and Contractor. The Bulky Waste Collection shall occur curbside on dates that are mutually agreed upon by the City and Contractor. Customers shall be permitted to dispose of Residential Solid Waste or any other items allowed for disposal in landfills licensed by the State of Wisconsin.

3.1.5 Disposal of Waste Contractor shall deliver all Residential Solid Waste and Recyclables collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.1.6 City-Owned Facilities Contractor shall provide collection services at the following City-owned facilities without additional charges to the City:

Airport

GFL Environmental and City of Richland Center

Brewer Library

City's Compost Area of Highway AA

Community/Senior Center

Fire Station

Municipal Building

Public Works – Buildings & Grounds Building

Wastewater Treatment Plant

3.1.7 City Transfer Station. Contractor shall provide dumpsters at the City Transfer Station to handle disposal of all household waste, recyclables, and large items brought to the City Transfer Station. Contractor shall maintain adequate capacity by timely emptying or swapping containers. Contractor shall staff the scale house during open hours: Mondays and Wednesdays 8:00AM – 1:00PM, Saturdays 8:00AM – Noon, or an otherwise mutually agreed upon schedule.

3.2 Carts

Contractor shall supply the City with Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Customer of Residential Premises to properly use and safeguard the Carts. Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody, and control of any Cart, and each shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customer for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. The cost for replacement of any cart, including delivery, is \$85. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Contractor shall receive payment from the Residential Unit for the

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additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement. This charge shall be directly to the Residential Unit at an annual rate. Carts shall remain the property of the Contractor during the term of this agreement.

3.2.1 Contractor shall provide the City with Carts and dumpsters as described in 3.1.6. It shall be the responsibility of the City to properly use and safeguard the Carts and dumpsters. The City shall maintain the Carts and dumpsters in reasonably good condition, normal wear and tear excepted. The City has the care, custody, and control of any Dumpster or Cart, and shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Dumpster and Cart and for the cleanliness and safekeeping of such Dumpster or Cart. Contractor shall have the right to charge City for the cost of repair or replacement of Dumpsters or Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. Carts and Dumpsters shall remain the property of the Contractor during the term of this agreement.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services (“Non-Curbside Service”) to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician’s certificate certifying such disability and provide the physician’s certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

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Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1. Collection Services under this Agreement shall not start before 6:00 a.m. nor continue after 6:00 p.m. each day and no collection shall take place on any Sunday.

3.5.2. The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the City.

3.6 Routes of Collection.

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Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections.

3.7.1. Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2. In the case of alleged missed scheduled collections (a “Missed Collection”), or any other complaint, Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all complaints from Residential Premises and rectifying the complaints with the Customer located at the Residential Premises. In the event the complaint received by the Contractor from a Customer is a Missed Collection and the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the City or the Customer, Contractor shall collect the Residential Solid Waste or Recyclables from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the City or its employees, agents or representatives, Contractor shall have the right to charge either the City or Customer the Service Fees for the additional pickup by Contractor. Contractor shall provide equitable credits to the City for any complaints not resolved as described above within 24 hours if Missed Collection was due to Contractor’s failure to perform services.

3.8 Collection Equipment and Personnel

3.8.1. The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential

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Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2. The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly owned roadway as determined by the Contractor. If the Cart to be collected pursuant to this Agreement, is blocked in any way to prohibit collection, Contractor shall have the right to charge, and the Resident agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 4:30 p.m. daily Monday through Friday.

3.11 Natural Disasters

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In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste and Recyclables shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the City shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the City and the person or entity collecting the debris in the aftermath of a natural disaster to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

1.12 Compliance with Law; Permits.

The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. If the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses, and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, actions, losses, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

Section 4.0 – City Responsibilities

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4.1 Service Referrals

The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

4.3 Compliance With law

The City shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1. Beginning on January 1, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the “Service Fees”). The City shall pay the Service Fees to Contractor within thirty-one (31) days of receipt of Contractor’s monthly invoice.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the City’s current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the City then a physical unit count conducted jointly between the City and the Contractor shall prevail and apply prospectively after such a count has been conducted. The Residential Unit count shall be provided by the City to Contractor monthly, based on the additions or removals of Residential Units.

5.2 Other Service Fee Adjustments

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The Service fees set forth in Exhibit A shall be increased annually each January 1 of the calendar year beginning in 2027 by 5% of the previous year's rates. The City agrees that Contractor may also increase or decrease rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change in Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, City, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, processing of Recyclables, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its officers, agents, insurers and employees (the "City Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act, failure to act, or intentional conduct of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the City Parties harmless from any such Damages to the extent they result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force upon

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request. For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the City to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide City with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Bulky Waste and Recyclables to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the City and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer.

Section 9.0 – Events of Default; Remedies

9.1. Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

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9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

9.1.2. The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2. Events of Default by City The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof;

9.2.2. The City becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days

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after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the other would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the other. Therefore, the parties agree that each party shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the other and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which each party may be entitled, at law or in equity.

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9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4. Force Majeure

In the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City of Richland Center

450 South Main Street

Richland Center, WI 53581

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Attn: Municipal Services Specialist

As to Contractor:

GFL Environmental

950 Nelson Parkway

Viroqua, WI 54665

Attn: Municipal Market Manager or General Manager

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

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10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

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10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations The City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the City Council and adopted this _____ day of _____, 20____.

(b) The City validly exists as a political subdivision under the laws of the State of Wisconsin. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the City.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City as not received any notice of any complaint or violation of any of the foregoing. The City will

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notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

CITY OF RICHLAND CENTER

Name: _____
 Title: _____

Witness: _____ Title: _____

GFL SOLID WASTE MIDWEST LLC

Name: _____ Date: _____

Title: _____

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EXHIBIT A

Monthly rate for weekly residential solid waste and bi-weekly residential recycling service
\$16.25 per month per Residential Premises

Haul rate for dumpsters at City Transfer Station: \$250 per container

Disposal rate for dumpsters at City Transfer Station: \$70 per ton

Justin Montani, Government Contracts Manager

773.805.5339

Jmontani@gflenv.com

Proposal for the Planning of the Operational Structure of the Symons Recreational Complex, Richland Center, WI

Executive Summary: This proposal analyzes the most effective operational structure for the Symons Recreational Complex, considering public vs. private ownership, the potential acquisition of adjacent facilities, and alternative management by entities like the Richland School District, the YMCA, or another entity. The goal is to identify a structure that ensures the complex's long-term sustainability and maximizes its benefit to the community.

Current Situation Analysis: The Symons Recreational Complex currently serves Richland Center and Richland County, offering various recreational opportunities. Understanding the current usage patterns, financial status, and community needs is crucial. A detailed assessment should be conducted, including:

- **Usage Data:** Analyze facility usage (e.g., number of visitors, program participation) to understand peak times, popular activities, and unmet demand.
- **Financial Analysis:** Review current revenue streams (e.g., memberships, rentals, concessions) and expenses (e.g., maintenance, staffing, utilities). Identify areas for cost optimization and revenue generation.
- **Community Survey:** Gather feedback from residents regarding their satisfaction with the complex, desired improvements, and willingness to support different operational models.
- **Competitive Analysis:** Evaluate other recreational facilities in the region to understand their offerings, pricing, and operational strategies.

Ownership and Operational Models:

1. Continued Public Ownership (City/County):

- **Advantages:** Maintains community control, potential for tax support, aligns with public service mission.
- **Disadvantages:** Potential for bureaucratic inefficiencies, limited flexibility in responding to market changes, funding can be subject to political cycles.

2. Richland School District Operation:

- **Advantages:** Potential synergies with school programs, access to student volunteers, shared resources (e.g., maintenance staff).
- **Disadvantages:** Potential conflicts with school schedules, may not be equipped to manage diverse recreational programs, funding could compete with educational priorities.

3. YMCA Operation:

- Advantages: Expertise in recreational facility management, established membership base, access to national resources and best practices, potential for fundraising and grant opportunities.
- Disadvantages: May prioritize membership revenue over community access, potential for conflicts with existing local recreation programs.

4. Public-Private Partnership:

- Advantages: Combines public oversight with private sector expertise, potential for increased efficiency and innovation, access to private funding.
- Disadvantages: Requires careful negotiation and contract management, potential for profit-driven decisions to conflict with community needs.

Acquisition of Adjacent Facilities: Acquiring the gymnasium and tennis courts from the former UW-Richland campus presents both opportunities and challenges.

- Advantages: Expands the complex's offerings, potential to attract new users, economies of scale in operations.
- Disadvantages: Requires capital investment, potential for increased operating costs, careful assessment of the condition and suitability of the facilities.

Recommendation: Based on preliminary analysis, a public-private partnership or YMCA operation appears to offer the most promising avenues for long-term success. Both models provide access to expertise in recreational facility management and offer greater flexibility than solely public operation.

- Public-Private Partnership: This option allows the City and County to retain some control while leveraging the efficiency and innovation of a private operator. A detailed RFP (Request for Proposal) process would be essential to select the best partner.
- YMCA Operation: Partnering with the YMCA could bring significant benefits in terms of management expertise, program development, and access to resources. A thorough due diligence process would be necessary to ensure alignment with community needs and to negotiate a fair agreement.

Key Factors for Long-Term Success:

- Financial Sustainability: Develop a diversified revenue model that includes memberships, program fees, rentals, sponsorships, and grants. Control operating costs through energy efficiency measures, streamlined staffing, and preventative maintenance.
- Community Engagement: Actively solicit community input and involve residents in decision-making. Offer programs that meet the needs of diverse populations.
- Marketing and Promotion: Develop a comprehensive marketing strategy to raise awareness of the complex and its programs.
- Facility Maintenance and Upgrades: Invest in regular maintenance and upgrades to ensure the facility remains attractive and functional.

- Professional Management: Employ qualified and experienced staff to manage the complex effectively.

Next Steps:

- Detailed Assessment: Conduct the comprehensive assessment outlined in the Current Situation Analysis.
- Feasibility Study: Evaluate the financial and operational feasibility of the preferred operational models.
- Stakeholder Engagement: Engage with community members, elected officials, and potential partners to gather feedback and build consensus.
- RFP Development (if applicable): If a public-private partnership is pursued, develop a detailed RFP to solicit proposals from qualified operators.
- Negotiation and Implementation: Negotiate a contract with the selected partner and develop an implementation plan.

Conclusion: The Symons Recreational Complex is a valuable community asset. By carefully considering the various operational models and engaging with stakeholders, Richland Center and Richland County can ensure the complex's long-term sustainability and maximize its benefit to the community. A thorough assessment and feasibility study are crucial next steps in this process.



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • BUREAU OF LOCAL GOVERNMENT SERVICES • 2135 RIMROCK RD MADISON, WI 53713

Item 8.

March 24, 2025

AMANDA KELLER
CITY OF RICHLAND CENTER
450 S MAIN ST
RICHLAND CENTER WI 53581-2545

Mailing Address:
PO Box 8971 #6-97
Madison WI 53708-8971
Fax: (608) 264-6887
lgs@wisconsin.gov

Notice of Determination – Innovation Planning Grant Approval

Notice Information

The Wisconsin Department of Revenue (DOR) appreciates your interest in the Innovation Planning Grant and is pleased to inform you that we approved your application for funding under sec. [79.038\(2\)](#), Wis. Stats.

District	CITY OF RICHLAND CENTER	County	RICHLAND	District code	52276
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Grant Information

Project name	Operational Structure of the Symons Recreational Complex, Richland Center, WI
Service category	Parks and recreation
Approved amount	\$62,000.00

Details:

- DOR will distribute the approved amount listed above within 30 days of this notice
- The distributed funds must be used for staffing and/or consultant expenses to develop an innovation plan under sec. [79.038\(1\)](#), Wis. Stats., that will transfer a service or duty to another governmental unit, non-profit organization, or private entity
- DOR expects the application for the Innovation Grant under sec. [79.038\(1\)](#), Wis. Stats., to be available in July 2025. We recommend you work to complete the development of your innovation plan by July 2025 to timely apply.
- If your district no longer wants to receive the approved grant amount listed above – contact lgs@wisconsin.gov immediately

Questions?

If you have questions, contact us at lgs@wisconsin.gov, (608) 266-5815 or (608) 266-1932.

Request for Proposal – Planning Services for the Operational Structure of the Symons Recreational Complex in Richland Center, WI

Issue Date: 08/5/2025

Proposal Due Date: 08/26/2025

1. Introduction

The City of Richland Center invites proposals from qualified consulting firms to provide planning services for the comprehensive evaluation and recommendation of a sustainable future operational structure of the [Symons Recreational Complex](#). This initiative aims to identify an operational model that reduces reliance on public subsidization while enhancing community benefit. This project is funded by an Innovation Planning Grant awarded through the Wisconsin Department of Revenue.

2. Project Background

The Symons Recreational Complex, located in the City of Richland Center, is a vital community fitness facility offering diverse programs and amenities for all ages, including an indoor pool. Since its establishment in 1987, the Complex has served Richland County residents through a collaborative partnership between the City of Richland Center and Richland County. The City and County jointly and equally fund the facility, with operational oversight provided by the Natatorium Board. As a highly valued community asset, ensuring the long-term sustainability of the Symons Recreational Complex is a high priority.

The Complex's long-term sustainability is challenged by its reliance on City and County subsidies. In a continued effort to make the complex more sustainable, the City is exploring new ownership and management models. The goal is to find a long-term solution that improves services, optimizes facility usage, and eliminates the need for public subsidies. To achieve this, the City is open to exploring alternatives, such as transferring services to other entities like the Richland School District or the YMCA, or establishing a public-private partnership.

3. Scope of Work and Requested Services

The selected consultant will:

A. Conduct a Comprehensive Assessment

- Analyze historical and current facility usage data, including program participation, attendance trends, underutilized areas, user demographics, and peak usage periods.
- Review financial data, including revenues, operating expenses, maintenance costs, and staffing expenditures, to assess the facility's fiscal performance.
- Conduct a comparative analysis of at least three (3) similar recreational facilities, focusing on their operational models, funding structures, programming, and financial performance. These facilities should offer relevant insights into potential alternative models.
- Design and administer a statistically relevant community survey to gather resident input. The survey should aim to understand current satisfaction, unmet needs, desired programming, willingness to pay for services, and perceptions of potential operational changes. The survey may be online and/or in-person, targeting a representative sample of at least 100 City residents and 100 County residents, encompassing both current users and non-users

B. Perform Review & Analysis

- Initial Review of existing reports/studies related to the operations and strategic planning.
- Conduct a comprehensive SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis for the current operational model and each proposed alternative operational model.
- Review the space needs assessment of the facility, considering current utilization, community demand, and potential for expanded or new programming.
- Evaluate current marketing strategies, including their reach, effectiveness, and alignment with community engagement goals and potential revenue generation.
- Develop robust multi-year financial models and perform feasibility analyses for each proposed alternative operational model, including projected revenues, expenses, capital investments, and subsidy requirements.
- Identify, collect, and synthesize key operational and financial data from all relevant stakeholders (e.g., City, County, Symons Foundation, School District, current management, etc.).
- Create clear project maps, visual exhibits, and data visualizations to effectively communicate findings and recommendations.

C. Stakeholder and Community Engagement

- Conduct a project kick-off meeting with stakeholders (City, County, Natatorium Board, Symons Foundation, School District, and other potential partners) to establish project goals, roles, and communications protocols.
- Facilitate at least three (3) structured working sessions with stakeholders throughout the project lifecycle for data validation, to discuss findings, explore operational models, vetting preliminary findings, and refining recommendations.
- Facilitate at least one (1) community focus group session to gather resident feedback on the complex's services, potential changes, and perceptions of different operational models.
- Facilitate at least one (1) public presentation of preliminary findings and recommendations to gather broader community feedback before finalization.

D. Deliverables

- **Inception Report/Project Definition Summary:** A detailed document submitted shortly after project kick-off, summarizing the consultant's understanding of the project, refined work plan, key milestones, communication plan, and initial data collection strategy.
- **Multi-year Financial Projections:** Detailed financial projections (e.g., 5-10 years) for the current operational model and each proposed alternative model, including revenue streams, operating expenses, capital expenditure requirements, and projected public subsidy needs.
- **Draft Comprehensive Project Report with Preliminary Recommendations:** A detailed written report presenting all assessment findings, analysis (SWOT, space needs, marketing), financial models, and preliminary recommendations for operational models, including their pros, cons, and potential impacts.
- **Final Comprehensive Project Report Incorporating Stakeholder Feedback:** The final, polished report incorporating all feedback received during stakeholder and community engagement sessions, presenting the recommended operational model(s) with robust justification.
- **Presentation of Findings, Recommendations, and Implementation Strategy:** A professional presentation (to City Council, County Board, and other key stakeholders as determined by the City)

summarizing the project's findings, presenting the recommended operational model(s), and outlining a clear, actionable implementation strategy with defined steps, timelines, resource requirements, and key performance indicators (KPIs).

4. Budget

The total budget available for this project is \$62,000. This amount must cover all associated costs, including overhead, reporting requirements, and travel expenses. The contract will be awarded as a fixed fee agreement. Proposals must clearly demonstrate the ability to complete the project within the designated budget.

5. Proposal Requirements

Interested consultants must submit:

- **Executive Summary:** A concise overview of your proposal, highlighting your understanding of the project, proposed solution, and key qualifications.
- **Cover Letter**
- **Approach and Work Plan:** Describe your firm's understanding of the project objectives and proposed methodology for achieving them. This should include a detailed work plan outlining all tasks, sub-tasks, deliverables, and a clear description of how your approach addresses the specific challenges and goals outlined in this RFP (e.g., reducing subsidies, enhancing community benefit). Include strategies for data collection, stakeholder engagement, and analysis.
- **Proposed Project Schedule with Key Milestones:** A detailed timeline showing all major tasks, deliverables, and proposed meetings, demonstrating your ability to complete the project within a proposed timeframe.
- **Firm Qualifications and Relevant Experience:** Provide an overview of your firm's history, expertise, and relevant experience in similar municipal planning, recreation facility assessment, financial modeling, and organizational restructuring projects. Highlight experience with public-private partnerships or transfers of services.
- **Project Team and Resumes of Key Personnel:** Include resumes for all key personnel who will be directly involved in the project, detailing their roles, relevant experience, and qualifications.
- **Fee Proposal (Itemized by Major Tasks/Phases):** A fixed-fee proposal detailed by major project tasks or phases, demonstrating how the proposed cost aligns with the \$62,000 budget and provides value. Include all anticipated expenses (travel, materials, etc.).
- **References from Similar Municipal Planning Projects:** Provide at least three (3) professional references from clients for whom you have completed similar projects, including client name, organization, title, email, and phone number.

6. Evaluation Criteria

Proposals will be evaluated based on:

- Understanding of Project and Methodology (20%)
- Relevant Experience and Qualifications (25%)
- Proposed Work Plan and Timeline (25%)



- Fee Proposal and Alignment with Budget (20%)
- References and Past Performance (10%)

7. Submission Instructions

Please submit one (1) electronic copy in PDF format to:

Darcy Perkins
Municipal Services Specialist
City of Richland Center
Email: darcy.perkins@richlandcenterwi.gov

Please name the file using the following convention: [FirmName]_SymonsRFP_Proposal.pdf

Submission Deadline: 08/26/2025 - Proposals must be received by 4:00 PM CST on the due date. Late submissions will not be considered.

The City of Richland Center reserves the right to reject any or all proposals, to waive informalities, and to award the contract in the best interest of the City. Notification of selection is *tentatively* scheduled for 09/03/2025.



Innovative

Public Advisors

Proposal for Planning Services for the Operational Structure of the Symons Recreational Complex

August 25, 2025

Innovative

Public Advisors

Proposal Contents

- [3](#) Cover Letter
- [4](#) Executive Summary
- [5](#) Approach and Work Plan
- [6](#) Proposed Project Schedule with Key Milestones
- [9](#) Firm Qualifications and Relevant Experience
- [11](#) Project Team and Resumes of Key Personnel
 - IPA Parks and Recreation Advisor Craig Hoepfner
 - IPA Partner Jay Shambeau
 - IPA Partner Jess Wildes
- [15](#) Fee Proposal
- [16](#) References



Item 8.

Innovative Public Advisors

To: City of Richland Center
Attn: Darcy Perkins, Municipal Services Specialist
450 S. Main Street, Richland Center, Wisconsin 53581

Dear Darcy Perkins:

Innovative Public Advisors (IPA) is pleased to submit our proposal in response to the City of Richland Center's RFP for Planning Services for the Operational Structure of the Symons Recreational Complex. We recognize the importance of this facility as a valued community asset and the City's commitment to identifying a sustainable operational model that enhances services while reducing public subsidy reliance.

IPA is a premier public sector strategy firm with extensive experience in municipal planning and recreation facility planning. Leading this project for IPA is Craig Hoepfner, CPRP, Parks and Recreation Advisor, who brings more than 30 years of experience leading large municipal park systems, securing millions of dollars in grants, and developing major community facilities. His expertise in operational assessments, facility planning, and stakeholder engagement—combined with IPA's proven track record of supporting Wisconsin municipalities—uniquely positions our team to guide Richland Center through this important initiative.

Our approach will directly align with the City's objectives: conduct a comprehensive assessment of operations and finances, analyze peer facilities, engage stakeholders and the community, and develop multi-year financial models for alternative operational structures. We will deliver clear recommendations supported by robust data, visualizations, and practical implementation strategies to guide decision-making and ensure the long-term sustainability of the Symons Recreational Complex.

We welcome the opportunity to partner with the City, County, Natatorium Board, Symons Foundation, School District, and community members in charting a sustainable future. IPA is committed to providing Richland Center with an objective, thorough, and results-driven evaluation that will position the Symons Recreational Complex for lasting success.

Thank you for your consideration!

Sincerely,



Jay Shambeau, ICMA-CM, MPA
Partner, Innovative Public Advisors
jay@public-advisors.com | 262-355-6102



Jess Wildes, MPA, MS
Partner, Innovative Public Advisors
jess@public-advisors.com | 262-339-5658



Craig Hoepfner, CPRP, MBA
IPA Parks and Recreation Advisor
craigh34@outlook.com | 262-388-4751

Executive Summary

Innovative Public Advisors (IPA) is energized by the opportunity to partner with the City of Richland Center to evaluate and recommend a sustainable future operational structure for the Symons Recreational Complex. We understand the City's goals: to enhance services, optimize facility usage, and reduce reliance on City and County subsidies by exploring alternative ownership and management models. Our approach is designed to align directly with these objectives and the scope of work outlined in the RFP:

- **Comprehensive Assessment:** Analysis of facility usage, financial performance, and comparison with at least three peer facilities to identify operational opportunities and alternatives.
- **Stakeholder and Community Engagement:** Inclusive surveys, focus groups, and structured working sessions with the City, County, Natatorium Board, Symons Foundation, and other partners to ensure broad representation and meaningful input.
- **Strategic and Financial Modeling:** Development of multi-year projections, S.W.O.T. analyses, and feasibility assessments for alternative models—including potential partnerships with entities such as the School District, YMCA, or public-private collaborations.
- **Actionable Deliverables:** Professional reports and presentations synthesizing findings into clear, implementable strategies with defined steps, resource needs, and performance measures.

IPA's Parks and Recreation Advisor Craig Hoepfner, CPRP, brings more than 30 years of experience directing large municipal park and recreation systems, overseeing multimillion-dollar budgets, leading facility planning efforts, and securing millions of dollars in grant funding to expand community amenities. His career reflects a strong record of operational efficiency, creative programming, intentional planning, and community engagement—skills that directly align with the City's objectives for Symons Recreational Complex.

Craig's expertise is reinforced by IPA's broader capacity in strategic planning, community engagement, governance development, financial modeling, and stakeholder facilitation. Our team has successfully led Innovation Planning Grant projects across Wisconsin, giving us direct experience with the expectations of the Wisconsin Department of Revenue (DOR), the depth of community engagement required, and the importance of delivering clear, actionable recommendations supported by robust financial analysis. IPA excels at blending technical rigor with inclusive engagement, ensuring that both the data and the voices of residents and stakeholders shape the final outcome.

Together, IPA's blend of recreation leadership, financial acumen, and municipal planning experience ensures that Richland Center will receive practical, community-driven recommendations that address today's fiscal realities while positioning the Symons Recreational Complex for long-term sustainability and success.

Approach and Workplan

Innovative Public Advisors (IPA) will deliver a comprehensive, clear, and actionable study for the Symons Recreational Complex. Our approach is designed to meet the City of Richland Center's objectives: enhancing community benefit, optimizing facility usage, and reducing reliance on public subsidization. We combine technical analysis with inclusive engagement to ensure both data and community voice drive the final recommendations. IPA will facilitate the process through the following workplan:

Project Initiation and Data Collection

- **Kick-Off Meeting:** Convene a working group of City, County, Natatorium Board, Symons Foundation, and potential partners (e.g., School District, YMCA) to confirm goals, roles, and communications protocols.
- **Inception Report:** Deliver a refined project plan summarizing scope, milestones, communication strategy, and initial data requests.
- **Data Gathering:** Collect and review historical usage, financials, staffing, facility reports, and prior studies to establish a baseline.

Facility and Financial Assessment

- **Usage Analysis:** Evaluate program participation, attendance patterns, demographics, underutilized spaces and timeframes, and trends.
- **Financial Review:** Analyze revenues, operating expenses, staffing expenditures, and maintenance costs to assess fiscal performance.
- **Comparative Study:** Benchmark against at least three comparable recreational facilities, focusing on governance, operational models, funding structures, and programming innovations.

Community and Stakeholder Engagement

- **Survey Administration (x2):** Design and implement a community survey utilizing the Wisconsin Elections Commission (WEC) active voter contact information for the City of Richland Center (approximately 2,471 email addresses) and Richland County (approximately 9,464 email addresses). This will result in well over 100 responses. IPA will also conduct an additional statistically relevant online survey of City and County staff and elected officials.
- **Focus Groups and Listening Sessions:** Facilitate structured opportunities for residents to share experiences, expectations, and desires for the Symons Recreational Complex.

- **Stakeholder Working Sessions:** Conduct three facilitated sessions with City, County, and partners to ideate, validate data, explore models, and refine recommendations.

Strategic Options and Financial Modeling

- **S.W.O.T. Analyses:** Develop strengths, weaknesses, opportunities, and threats for the current operational model and each alternative model under consideration.
- **Financial Projections:** Create 5–10 year financial models for each option, including operating costs, capital investment needs, revenue projections, and subsidy requirements.
- **Feasibility Testing:** Evaluate alternative models—including School District partnerships, YMCA operation, public-private models, or hybrid governance structures—for financial sustainability and service impact.

Draft Findings and Public Feedback

- **Draft Report:** Present preliminary analysis and recommendations in a comprehensive report that includes comparative data, financial models, and visual exhibits.
- **Working Group/Public Presentation:** Share findings with the project working group and the public to gather feedback and assess reactions to alternative operational models.
- **Refinement:** Incorporate stakeholder feedback into the final recommendations.

Final Report and Implementation Strategy

- **Final Comprehensive Report:** Provide a clear, actionable document with recommended operational model(s), implementation steps, timelines, and measurable performance indicators.
- **Formal Presentation:** Deliver professional presentations to the City Council, County Board, and Natatorium Board, ensuring leaders are equipped to make informed decisions.
- **Implementation Roadmap:** Outline practical next steps, including governance changes, partnership structures, and communication strategies.

Commitment to Intentional Communication

In addition to the technical, financial, and governance analysis described above, IPA places high importance on communications as a driver of successful implementation. Throughout the study, we will emphasize clear and consistent messaging with stakeholders, ensuring that residents, partners, and decision-makers remain engaged and informed. As a final deliverable, IPA will also equip the City of Richland Center with a tailored communications strategy—a practical guide to help leaders plan, share outcomes, build public trust, and navigate next steps in implementing the chosen operational model for the Symons Recreational Complex.



Proposed Project Schedule with Key Milestones

IPA proposes a clear and efficient project schedule that balances comprehensive analysis with meaningful engagement. The following timeline outlines the major phases, deliverables, and stakeholder touchpoints, demonstrating our ability to complete the project within 16 weeks while ensuring a thorough evaluation and actionable results.

Weeks 1–2: Project Initiation

- Kick-off meeting with City, County, Natatorium Board, Symons Foundation, School District, and other stakeholders.
- Confirm project scope, goals, communication protocols, and data needs.
- **Deliverable: Inception Report - Project Definition Summary** (Summarizing our understanding of the project, refined work plan, key milestones, communication plan, and initial data collection strategy).

Weeks 3–5: Data Collection and Assessment

- Review existing reports, financial statements, and facility usage data.
- Conduct comparative analysis of at least three peer facilities.
- Begin stakeholder interviews, and finalize community and stakeholder surveys (design and execution).
- **Deliverable: Preliminary Data and Assessment Framework** (Detailed written report presenting all assessment findings, analysis (SWOT, space needs, marketing), financial models, and preliminary recommendations for operational models, including their pros, cons, and potential impacts).

Weeks 6–7: Community and Stakeholder Engagement

- Launch statistically relevant community and stakeholder online surveys to resident/voter lists, and City and County staff and elected officials.
- Facilitate initial structured stakeholder working session.
- Hold community focus group to gather resident feedback.
- ***Deliverable: Community Survey Results and Focus Group Summary.***

Weeks 8–10: Operational and Financial Analysis

- Complete S.W.O.T. analysis of current and alternative models.
- Develop space needs assessment and marketing review.
- Prepare draft multi-year financial models (5–10 years) for each option.
- ***Deliverable: Draft Financial Models and Operational Alternatives.***

Weeks 11–12: Preliminary Findings

- Facilitate second stakeholder session to review draft findings.
- Present preliminary recommendations at a public information session.
- ***Deliverable: Draft Comprehensive Project Report with Preliminary Recommendations.***

Weeks 13–15: Refinement and Finalization

- Facilitate third stakeholder session to refine recommendations.
- Incorporate feedback from community and governing bodies.
- ***Deliverable: Final Comprehensive Project Report.***

Week 16: Presentation and Close-Out

- Formal presentation of findings and recommendations to City Council, County Board, and other key stakeholders.
- ***Deliverable: Final Presentation and Implementation Strategy.***



IPA Partner Jay Shambeau conducting a workshop for the City of River Falls

Firm Qualifications and Relevant Experience

Innovative Public Advisors (IPA) is a Wisconsin-based public sector consulting firm specializing in operational studies, strategic planning, organizational assessments, and executive recruitment. Founded by seasoned municipal administrators, IPA has grown into a premier partner for cities, villages, towns, and counties seeking innovative yet practical solutions to complex challenges. Our team combines decades of hands-on local government leadership with subject-matter experts (e.g., Craig Hoeppepner) in parks and recreation, Fire/EMS, law enforcement, communications, and information technology (IT).

IPA has developed a strong reputation for guiding communities through municipal planning projects that balance service expectations with fiscal realities. This includes leading recreation facility assessments, financial modeling, and governance reviews that help elected officials make informed, data-driven decisions. Our approach is highly collaborative, rooted in stakeholder engagement, and oriented toward actionable recommendations that reflect each community's unique character and goals.

Relevant Municipal Planning and Recreation Facility Assessments

Building on more than three decades of recreation leadership, our Parks and Recreation Advisor, Craig Hoeppepner, CPRP, brings extensive experience managing the Oconomowoc Community Center. He has successfully led major design, funding, and construction initiatives for public spaces in Oconomowoc, West Bend, and Waukesha. Most recently, Craig established the Friends of Oconomowoc Parks and Trails organization and authored the 2030 Park and Open Space Plan, further demonstrating his ability to blend community engagement, strategic planning, and long-term facility development.

IPA's work through the Wisconsin Department of Revenue's Innovation Planning Grant program is extensive—exploring shared service models for municipalities across the state, including:

- Fire/EMS studies for the Villages of Orfordville and Cambridge, Town of Holland, City of Onalaska, and more.
- Policing and public safety studies for the Villages of Wind Point and Deer Park.
- Municipal staffing studies for the Village of Kewaskum and City of Neillsville.
- IT service studies for the Village of Bayside and Village of Trempealeau.
- Downtown economic development and tourism plan for the Village of Trempealeau.

Each project integrated stakeholder engagement, facility and inventory assessments, and detailed financial modeling to evaluate options for sustainable shared-service delivery.

Experience with Public-Private Partnerships and Service Transfers

IPA's portfolio includes extensive work with public-private partnerships and service transfers, where we develop governance and funding models that balance municipal oversight with nonprofit, contracted, or intergovernmental delivery. Through this experience, we help communities carefully evaluate multiple service pathways—ranging from direct municipal operation to joint departments or external partnerships—and identify the model that delivers the greatest long-term value, sustainability, and accountability. Recent examples include:

- **Library and Recreation Facilities:** Advising on operational structures that balance municipal oversight with nonprofit and private sector support, IPA is currently assisting the City of Oconto Falls and surrounding municipalities in developing a joint library system. This effort involves extensive public engagement, the creation of public-private partnerships, and the transfer of services from multiple jurisdictions into a single, shared library—ensuring both efficiency and expanded community access.
- **Fire/EMS:** IPA has conducted numerous studies examining contracted services, joint departments, and cross-jurisdictional collaborations. In many communities, EMS is provided through private contracts while fire response relies heavily on full-, part-time or volunteer personnel, creating unique challenges for sustainability and service delivery. Shared service discussions in this field are inherently complex and require meaningful engagement from municipal leaders, elected officials, fire and EMS personnel, and community stakeholders. With the expertise of IPA's Fire/EMS Advisor, Paul Stephans, we facilitated inclusive processes where every voice was heard, multiple governance and service models were evaluated, and agencies gained a clear understanding of their options for potential partnerships, consolidation, or enhanced collaboration.
- **Downtown Economic Development and Tourism:** IPA is partnering with the Village of Trempealeau, its local nonprofit organizations, and neighboring municipalities to strengthen downtown vibrancy and regional collaboration. By sharing resources—whether through coordinated marketing, joint event planning, or collaborative infrastructure investment—the community is able to achieve a greater collective impact than any single entity could on its own. Our work focuses on activating public spaces with strategic programming and placemaking initiatives that draw residents and visitors alike, while aligning local nonprofits and municipal leaders around a unified tourism strategy. This collaborative approach not only enhances the quality of life for residents but also drives visitor traffic, supports small businesses, and generates positive economic development outcomes across the region.

Through our practical experience working in municipal leadership roles ([see resumes on pages 12-14](#)) and work with the Innovation Planning Grant program, IPA has the ability to navigate governance, finance, and stakeholder engagement—helping communities make informed and sustainable decisions about facilities, staffing, and services while building the trust and partnerships needed for successful implementation.

Innovative Public Advisors

Advancing local government a different way—the IPA way.

Innovative Public Advisors (IPA) is a premier public sector executive recruitment and strategy firm dedicated to empowering municipalities with tailored solutions that enhance leadership, optimize operations, and drive positive community impact.

Founded by experienced municipal professionals Jay Shambeau, ICMA-CM, MPA, and Jess Wildes, MPA, IPA offers a wide range of services. With a focus on delivering innovative, sustainable solutions, IPA is committed to helping local governments navigate complex challenges and strengthen their capacity to serve their communities effectively.

Services



**Executive Recruitment
& Interim Services**



**Economic Development
& Grant Writing**



**Strategic & Specialty
Plan Development**



**Professional Coaching
& Mentorship**



**Communications &
Marketing Strategies**



**Governance Training
& Facilitated Retreats**

IPA Team

Innovative Public Advisors is led by partners Jess Wildes and Jay Shambeau, two seasoned professionals with extensive experience in public sector management and strategic consulting.

Together, they bring a wealth of expertise in government administration, operations, communications, and leadership development—offering innovative solutions to help local governments thrive.



CRAIG HOEPPNER

Item 8.

CPRP

craigerh34@outlook.com | 262-388-4751

EDUCATION

MASTER OF BUSINESS ADMINISTRATION

UW - Milwaukee

BACHELOR OF SCIENCE

Parks and Recreation
Administration, UW - La Crosse

CERTIFICATES & AWARDS

National Recreation and Park
Association (NRPA) Certified
Park and Recreation
Professional

NRPA two-time
Gold Medal Finalist

Wisconsin Park and Recreation
Association (WPR)
Professional Award of Merit

WPRA George Wilson
Service Award

WPRA Presidential
Recognition Award

WPRA Recreation Section
Young Professional of the Year

Boy Scouts of America
Eagle Award

Seven-time WIAA Boys
State Basketball Official

INNOVATIVE PUBLIC ADVISORS, PARKS & RECREATION ADVISOR

Craig is a certified park and recreation professional with more than 30 years of municipal leadership experience. He has overseen multimillion-dollar budgets, secured millions in state and federal grants, and led the design and construction of major public amenities, including the Lac La Belle Boat Launch, Oconomowoc Skate Park, multiple splashpads, and the Downtown West Bend Riverwalk (Phase 1). Known for his strategic planning expertise, project leadership, and collaborative approach, Craig has been recognized with multiple state and national awards for his ability to create vibrant, sustainable, and community-driven parks and recreation systems.

PARKS, RECREATION, AND FORESTRY DIRECTOR

City of Oconomowoc, Oconomowoc, Wisconsin, 2019–2023

- Managed the Oconomowoc Community Center, including staff, programming, budgeting, maintenance and capital repairs.
- Led the design, funding, and construction process for Oconomowoc Skate Park, Oconomowoc Rotary Splashpad at Roosevelt Park, John & Lavinia Rockwell Park, LCPC Pickleball Courts, and more.
- Wrote successful Knowles-Nelson Stewardship Grants for John & Lavinia Rockwell Park (\$250,000 and \$330,000) and Lac La Belle Boat Launch reconstruction (\$1,020,000) projects.
- Established the Friends of Oconomowoc Parks and Trails.
- Updated the City of Oconomowoc Bike and Trail Plan
- Worked with DNR/DOT/City staff to complete preliminary study for Meadow View to Nature Hills multi-use pathway
- Authored the approved 2030 Park and Open Space Plan.

PARKS, RECREATION, AND FORESTRY DIRECTOR

City of West Bend, West Bend, Wisconsin, 2004–2019

- Supervised 17 full-time, 6.5 FTE recreation seasonal employees and hundreds of volunteers annually.
- Prepared and managed a \$1.95 million Parks, Recreation & Forestry operating budget and additional \$500,000 capital budget.
- Managed 1,425-acre park system with 37 properties, 20 miles of trails.
- Raised more than \$1.5 million dollars to construct the Silver Lining Stage, Regner Pavilion, Rotary Splashpad, new restrooms, renovated the Strachota Bandstand and the Rotary and Kiwanis Concession Stands.

RECREATION SERVICES MANAGER & RECREATION SUPERVISOR

City of Waukesha, Waukesha, Wisconsin, 2002–2004 and 1990–2002



JAY SHAMBEAU

ICMA-CM, MPA

Item 8.

jay@public-advisors.com | 262-355-6102

EDUCATION

MASTER OF PUBLIC ADMINISTRATION

UW - Oshkosh

BACHELOR OF SCIENCE

Regional Analysis and Geography, UW - Green Bay

LEADERSHIP WISCONSIN

UW-Madison, 2014

ACCOLADES

Credentialed Manager
International City/County
Management Association, 2024

Recipient of ICMA's prestigious
30 Years of Service Award

SERVICE

Rotary International
West Bend Sunrise Rotary Club

Boys and Girls Club of
Washington County
Board Member

United Way of Washington
County, Campaign Co-Chair

West Bend Area Chamber of
Commerce, Board Member

West Bend Tourism
Commission, Chairman

Kettle Moraine Lutheran High
School, Board Member and
President

INNOVATIVE PUBLIC ADVISORS, PARTNER

Jay is a highly experienced public sector professional with 32 years of expertise in city and county government management, strategic planning, and public policy. Jay has worked with municipalities of all sizes to drive organizational efficiency, enhance governance, and secure critical funding. His background includes leading complex projects, facilitating collaborative planning efforts, and providing executive coaching to local government leaders. Jay is known for his relationship skills and practical approach, blending deep knowledge of governmental processes with a commitment to delivering impactful results. His leadership and insight have helped numerous local governments achieve their goals and navigate the challenges of an ever-evolving public sector landscape.

CITY ADMINISTRATOR

City of West Bend, West Bend, Wisconsin, 2016–2025

- Responsible for the administration of daily city operations and implementing policies established by the City Council.
- Oversee \$30M budget, lead economic development activities, manage department head team, foster community engagement, ensure efficient delivery of services, and promote the city's growth and development.

ASSOCIATE

Public Administration Associates, LLC, Wisconsin, 2024

PLANNING AND PARKS ADMINISTRATOR

Washington County, Wisconsin, 2014-2016

COUNTY ADMINISTRATOR

Calumet County, Wisconsin, 2008-2014

- Responsible for the daily operations of county government, ensuring efficient delivery of services and adherence to budgetary guidelines.
- Collaborated with elected officials, managed staff, and facilitated communication between departments to promote effective governance and community engagement.

VILLAGE ADMINISTRATOR

Village of Kewaskum, Wisconsin, 2006-2008

- Responsible for the management of municipal operations, including implementing policies set by the Village Board and managing all departments.
- This position involved budgeting, community planning, economic development, and fostering relationships to ensure effective service delivery and enhance community development.

PLANNING DIRECTOR & VOLUNTEER FIREFIGHTER

Clark County, Wisconsin, 1993-2006



JESS WILDES MPA, MS

Item 8.

jess@public-advisors.com | 262-339-5658

EDUCATION

MASTER OF PUBLIC ADMINISTRATION

University of Wisconsin
Oshkosh

MASTER OF SCIENCE

Integrated Marketing
Communications
Eastern Michigan University

BACHELOR OF ARTS

College of Saint Benedict &
Saint John's University

SERVICE

Rotary International
West Bend Sunrise Rotary Club

International City/County
Management Association
(ICMA) Assistant Chief
Administrative Officer (ACAO)
Committee Member

Wisconsin Economic
Development Association
(WEDA) Board Member

Mid-Moraine Municipal
Court Board Member

Downtown West Bend Business
Improvement District (BID)
Board Executive Director

Visit Washington County Board
Member and Vice President

Honored as one of ELGL's
"Top 100 Influencers in
Local Government"

INNOVATIVE PUBLIC ADVISORS, PARTNER

Jess is a seasoned strategist specializing in local government communications, public relations, and grant acquisition. With a proven track record of securing significant local, state, and federal funding, Jess has helped municipalities access critical resources to support community development, infrastructure, and essential services. Her work also includes crafting effective communication strategies, enhancing public engagement, and building transparent, trust-based relationships between local governments and their communities. With her expertise in both strategic messaging and grant writing, Jess is committed to helping local governments secure the resources they need while fostering strong, effective communication.

ASSISTANT CITY ADMINISTRATOR

City of West Bend, West Bend, Wisconsin, 2020–2025

Also served as Communications and Economic Development Director

- Performed economic development activities to promote business development, retention, and job creation.
- Coordinated with all departments to increase the quality and consistency of the city organization's messaging and content
- Acquired alternative revenue sources through grants (\$6.5+ million), fundraising and partnerships.
- Set strategy and manage a talented team of professionals responsible for community television programming, social media, public relations, internal and external communications, brand management, and tourism promotion.
- Built meaningful relationships with constituents, community leaders, business owners, state-level officials, and economic developers.
- Managed five city departments: Assessors, Communications, City Clerk, Human Resources, and Information Technology.

DIRECTOR OF COMMUNICATIONS & MARKETING

Museum of Wisconsin Art, West Bend, Wisconsin, 2017–2020

SENIOR ACCOUNT EXECUTIVE

Trefoil Group, Milwaukee, Wisconsin, 2016–2017

DIRECTOR OF RECRUITMENT MARKETING

Mount Mary University, Milwaukee, Wisconsin, 2013–2016

Northland College, Ashland, WI, 2009–2013

Fee Proposal

Innovative Public Advisors (IPA) proposes to complete this project on a fixed-fee basis of \$62,000. The proposed not-to-exceed fee is all-inclusive; travel costs for site visits and public engagement activities, mileage, meals, and lodging are incorporated into the fixed fee. Similarly, expenses related to meeting facilitation, survey tools, printing, and presentation materials are included. No additional costs will be billed to the City beyond the approved project budget.

The project will be structured in four key phases, each representing a major milestone and deliverable:

Project Initiation and Data Collection (\$10,000)

- Kick-off meeting with the City, project team alignment, and refinement of scope and timeline.
- Collection and review of existing documents, facility data, budgets, and prior studies.
- Development of detailed stakeholder engagement plan.
- *Value: Establishes a clear project foundation, ensures accuracy and efficiency in subsequent phases.*

Facility Assessment, Stakeholder Engagement, and Program Analysis (\$25,000)

- Site visits to the Symons Recreation Complex and supporting facilities.
- Interviews with staff, elected officials, and community stakeholders.
- In-person working sessions (throughout the project).
- Facility condition evaluation, program usage review, and benchmarking against peer communities.
- *Value: Provides an objective and data-driven understanding of existing conditions and future needs.*

Financial Modeling and Governance Options (\$13,000)

- Development of operating and capital cost models.
- Evaluation of governance and management structures, including public-private partnerships or service transfer options.
- Comparative analysis of funding strategies and subsidy levels.
- *Value: Equips decision-makers with clear financial scenarios, aligning operations with long-term sustainability.*

Final Report, Recommendations, and Presentations (\$14,000)

- Preparation of document and final reports with actionable recommendations.
- In-person presentation to City leadership, facility stakeholders, and the public.
- Integration of community feedback into final deliverables.
- Provide a communications strategy to guide leaders in planning, sharing outcomes, building public trust, and navigating next steps for implementation.
- *Deliverable: Polished, complete, and actionable report that delivers clear recommendations and a detailed roadmap balancing community expectations, fiscal responsibility, and service quality.*

References

Innovative Public Advisors (IPA) has extensive experience leading Wisconsin municipalities through strategic planning and shared service evaluations, many funded by the Wisconsin Department of Revenue's Innovation Planning Grant. These projects combine financial modeling, organizational assessment, and stakeholder engagement to deliver actionable, community-driven recommendations that strengthen intergovernmental collaboration, public-private partnerships, and position local governments for long-term cost savings and sustainability.

Trempealeau County, Wisconsin

Three-year Comprehensive Strategic Plan and Communications Plan

The IPA team conducted a detailed communications needs and staffing assessment for Trempealeau County, which guided the creation of a countywide [Strategic Communications Plan](#). Building on that foundation, IPA led an inclusive strategic planning process that engaged county leaders, staff, and stakeholders, resulting in a polished and actionable three-year [Comprehensive Strategic Plan](#) that establishes priorities, measurable goals, and a clear roadmap for implementation.

Rebecca Glewen, County Administrator, Trempealeau County, Wisconsin
rebecca.glewen@co.trempealeau.wi.us, 920-763-4094



City of Neillsville, Wisconsin

Innovation Planning Grant Study

IPA conducted a comprehensive study titled [Seeking Partnerships and Efficiencies: A Study of the City of Neillsville's Police, Public Works, and City Hall Staffing](#). This project evaluated organizational structure, staffing capacity, and opportunities for shared services, with the goal of identifying sustainable solutions that enhance service delivery, improve operational efficiency, and reduce long-term costs.

Barb Petkovsek, 3rd Ward Council Member, City of Neillsville, Wisconsin
barb.petkovsek@gmail.com, 715-429-0486



Town of Holland, Wisconsin

Innovation Planning Grant Study

The IPA team conducted an in-depth analysis titled [Exploring Shared Fire Services: A Feasibility Study for the Town of Holland and Regional Partners](#). This study examined the potential for greater collaboration among the Town of Holland, Village of Holmen, City of Onalaska, and Town of Onalaska to address growing service demands and increasing fiscal pressures. The project assessed current staffing models, response times, facilities, and apparatus needs, while also evaluating governance structures and financial implications of various shared-service options.

Rick Niemeier, City Administrator, City of Onalaska, Wisconsin
rniemeier@onalaskawi.gov, 608-433-8712





Innovative Public Advisors

Innovative Public Advisors, LLC

P.O. Box 122, West Bend, Wisconsin 53095

262-355-6102 | public-advisors.com

Agenda Item: WEDC Connect Communities Program Application

Requested & Presented by: Alderperson Tepley

Meeting Date: Finance Committee and Common Council on 10-07-2025

Committee Review:

Background: The Wisconsin Economic Development Corporation's Connect Communities Program offers technical assistance, training, and networking support to communities working to strengthen and revitalize their downtown or commercial districts. Services include help with economic development strategies, promotions, social media planning, small business support, volunteer engagement, and organizational structure improvements.

Richland Center would benefit from access to case studies, best practices, peer networking, and direct support from WEDC staff as we continue to advance downtown revitalization goals. The program also positions communities for future Main Street designation.

If approved, the application would be submitted during the Fall 2025 intake period. Participation requires an annual fee and submission of basic annual reporting. City personnel will not be active participants in this program but will work with the group identified by Alderperson Tepley to ensure adherence to program requirements.

Financial Impact: \$200 Annual Fee

Funding Source: Unbudgeted Expenditure from Community Development Budget Section

Requested Action:

FINANCE: Motion to recommend to the Common Council approval for the City of Richland Center to apply to WEDC's Connect Communities Program.

COUNCIL: Motion to approve the City of Richland Center's application to WEDC's Connect Communities Program.

Attachment(s):

- Main Street and Connect Communities Program Overview
- Connect Communities Services Brochure
- Main Street Program Brochure
- Connect Communities Program Guidelines

MAIN STREET AND CONNECT COMMUNITIES PROGRAMS

REVITALIZING COMMUNITIES IN WISCONSIN

Downtowns and historic commercial districts play an important role in their communities and in Wisconsin's overall economy, functioning not only as prominent employment and business centers, but as the cultural and civic heart of the community. Successful commercial districts don't just happen. They need to be planned and nurtured. Their prosperity requires interest and action from many stakeholders.

How it works

Two programs exist to assist Wisconsin communities with revitalization efforts: Main Street and Connect Communities. These programs help local leaders leverage the unique assets of their downtowns and commercial districts, providing access to resources and networking opportunities.

Participants in both the **Wisconsin Main Street Program** and the **Connect Communities Program** receive operational assistance designed to facilitate revitalization of downtowns and urban commercial districts. These programs benefit a diverse array of communities by size and geography, supporting the efforts of both emerging and established revitalization programs. Resources provided to program participants by the Wisconsin Economic Development Corporation (WEDC) include:

- Regular training including regional workshops, webinars, and discussion calls
- Toolkits, case studies, and best practice library
- Staff and board orientation
- Business and property owner training and resources
- Annual awards recognition opportunities

Eligibility requirements

Participating communities must have an organization or group focused on downtown/historic district issues, commit to participating in education and training, and fulfill annual reporting requirements. Communities will be required to sign a participation agreement with WEDC, and Connect Communities will pay an annual participation fee of \$200.

Application and selection process

Connect Communities applications are accepted twice per year: in the spring and in the fall. Main Street applications are due annually in mid-April.

APPLICATION DETAILS

A competitive application process is used to identify communities that are ready and able to advance downtown revitalization initiatives.

Both Main Street and Connect Communities applicants should demonstrate the following:

- Defined downtown/commercial district
- Need for assistance
- Organizational stability
- Availability of local support and resources

Main Street applicants must also have paid staff, meet minimum budget requirements, and have successfully completed at least one year in the Connect Communities Program.

For more information about the Main Street and Connect Communities programs, contact a WEDC regional economic development director.

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

CONNECT COMMUNITIES PROGRAM SERVICES

BENEFITS OF CONNECT COMMUNITIES' MEMBERSHIP

Connect Communities can take advantage of many tools and resources to assist your program, municipality, property owners and businesses. A sampling of the most requested services is listed below, but the Wisconsin Downtown Development team is always open to identifying other strategies to meet community needs. Any business, property owner or stakeholder engaged with the downtown revitalization efforts is welcome to participate provided that the host community has returned their contract and \$200 annual fee.

GENERAL

- » Access to recorded webinars on relevant topics such as: interior merchandising, signage and storefront design, development financing, board development, marketing, inventory management, etc.
- » Access to numerous toolkits on common topics; road construction, design guidelines, event impact measurement, etc.
- » Access to research and case studies for common initiatives (residential development, public art, façade improvement programs, entrepreneurship, etc.)
- » Access to 35 years of case studies and examples of representative projects and initiatives including images and materials
- » Access to Network Wisconsin discussion group with a network of individuals with deep knowledge of downtown issues
- » Ability for businesses to participate in annual contests to receive funding and assistance including Main Street Makeover and Place-Makeover
- » For women-, minority- and veteran-owned businesses, the ability to access match funds for kiva 0% interest loans
- » Ability to host regional discussion group networking sessions to foster conversation on key topic of interest

ORGANIZATION

Basic Services

- » Draft Infographic and basic economic data
- » Online orientation module for board/volunteer training

Enhanced Services

- » Organizational Structure Assessment – review and suggestions for changes to bylaws, organization policies, memorandums of understanding and partnership agreements.
- » Committee Refreshers/Strategic Planning – staff attendance at committee meeting to set goals, update work plans, generate new ideas and improve work processes.



DESIGN

Basic Services

- » Access to examples of the following upon request:
 - Successful design and signage regulations
 - Design-related articles and toolkits
 - Local design guidelines template

Enhanced Services

- » Regional design training (schedule permitting)
- » Examples of similar property style rehab project designs/color schemes to encourage quality design



ECONOMIC VITALITY

Basic Services

- » Entrepreneur/new business market information.
- » Review of financial projections for development project.

Enhanced Services

- » Business Retention Survey – assistance developing survey questions, hosting survey tool and analyzing results. Property Rehab Strategy – discuss property challenges and develop potential strategies to foster reuse or rehab.



PROMOTIONS

Basic Services

- » Website or social media review/audit.
- » Monthly promotions call

Enhanced Services

- » Canva Template Development – develop custom social media templates for program or businesses to create branded materials.
- » Social Media Calendar Planning – assistance to develop annual social media posting plan.





SUCCESSFUL COMMERCIAL DISTRICTS DON'T JUST HAPPEN.

They need to be planned and nurtured.

Their prosperity requires interest and action from many stakeholders who share a vision for the community.

WEDC's downtown development programs are designed to help communities identify necessary initiatives, stakeholders and resources to make their downtown or urban commercial district a more vibrant and engaging place to live, work and play.

Our programs are designed around The Main Street Approach®, which provides a holistic framework for downtown revitalization focused on four key points:

Organization establishes consensus and cooperation by building partnerships among the various groups that have a stake in the commercial district.

Design works to create a safe, inviting environment for shoppers, workers and visitors while preserving a place's historic character.

Economic Vitality works to build a commercial district that responds to the needs of today's consumers while promoting economically profitable businesses and properties.

Promotion communicates unique characteristics, cultural traditions and community pride to create a positive image and attract interest in and traffic to your district.

DOWNTOWNS AND HISTORIC COMMERCIAL DISTRICTS PLAY AN IMPORTANT ROLE IN OUR COMMUNITIES AND IN WISCONSIN'S OVERALL ECONOMY.



Photos courtesy of Main Street Marshfield,
Sturgeon Bay Visitor Center, and Eagle River
Revitalization Program.

WEDC.ORG



DOWNTOWN DEVELOPMENT PROGRAMS

ACHIEVING YOUR VISION FOR REVITALIZATION

MAIN STREET | CONNECT COMMUNITIES

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RESOURCES AND SERVICES

Participants in both the Wisconsin Main Street and Connect Community Programs enjoy access to a wide variety of educational resources, training and tools designed to further local revitalization initiatives, including:

- Regional workshops on pertinent topics
- Annual conference programming
- Regular webinars
- Case studies and best practices
- Regional networking events
- Manager/board orientation/training
- Toolkits on relevant topics such as market analysis, volunteer management, event production, design guidelines, marketing, etc.

WISCONSIN MAIN STREET communities receive intensive technical assistance from WEDC's downtown development staff and consultants to provide tailored support, design assistance and topical solutions for local challenges as well as targeted support for local businesses and property owners.

OUTCOMES

Downtown development is not a one-size-fits-all endeavor, and local outcomes are as unique as the communities they represent. Ranging in size from 700 to 600,000 residents, each program has made strides in achieving local goals. Participants commonly report increased storefront occupancy, improved environment and aesthetics, increased property values and an expanded customer base, among other outcomes.

PROGRAMS



MAIN STREET

The **Wisconsin Main Street** program was created in 1987, and is affiliated with the National Main Street Center. The **Main Street America™** program is designed to provide technical support and training for organizations dedicated to downtown or commercial corridor revitalization activities. The program is flexible in its ability to accommodate a wide range of community sizes and situations. Successful programs will have established a strong local base of support which enables them to undertake a broad spectrum of initiatives specifically designed to foster local success.

CONNECT COMMUNITIES

Created in 2013, the Connect Communities program is designed to provide training and networking for communities or organizations working on revitalization topics. Connect Communities is a great option for communities beginning new revitalization efforts, those looking to provide additional resources to support local commercial district businesses and property owners, and individuals interested in networking with other professionals and gaining useful information on strategies and techniques to address common revitalization challenges.



APPLICATION INFORMATION

MAIN STREET

Applicants to the Wisconsin Main Street program must be organizations focused on downtown or urban commercial district issues. The organization must have paid staff and an adequate budget for carrying out activities (\$40,000 in communities under 5,000 or \$70,000 in larger communities).

Applications are accepted annually in the spring, and interviews will be held with eligible applicants to determine organization readiness. Up to 3 new communities will be admitted to the program in the following fiscal year.

Participating organizations must complete regular reporting and meet annual attendance requirements to remain in the Wisconsin Main Street Program.

CONNECT COMMUNITIES

Applicants for Connect Communities program may be any organization or governmental entity interested in pursuing revitalization activities at the local level.

Applications are accepted twice annually in the spring and fall, and up to 20 new communities will be admitted to the program in each fiscal year.

Participating organizations must complete annual reporting and meet annual attendance requirements to remain in the Connect Communities program.

Main Street and Connect Communities Program

Program Guidelines for Fiscal Year 2025	
Lead Division: Business and Community Development	
<input type="checkbox"/> New	<input type="checkbox"/> Revised
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Loan <input type="checkbox"/> Tax Credit <input type="checkbox"/> Technical Assistance

Introduction

Background Information: WEDC provides technical assistance to communities in the planning, management, and implementation of strategic development projects in downtowns and urban neighborhoods. This includes Main Street support and Connect Communities, which is aimed at supplementing the Main Street program by expanding services to more downtowns across the state. WEDC will maintain partnerships and develop new ones with other state and local public and private entities such as the UW-Extension and USDA Rural Development to provide services to municipalities undertaking downtown revitalization projects.

WEDC will annually develop a plan that describes the objectives of the state Main Street Program and the methods for 1) coordinating with public and private sector, 2) soliciting private sector funds for revitalization of business areas, and 3) helping municipalities engage in revitalization with help from interested individuals and organizations¹. WEDC matches technical assistance from our own staff, the National Main Street Center and outside consultants to needs of respective municipalities and non-profit organizations. WEDC will also work with local communities to set strategies to solicit funding from the private sector in those communities to support the local downtown revitalization effort.

Program's Purpose: The Main Street program is designed to increase local capacity to carry out projects and initiatives, increase the organizational effectiveness of entities working on revitalization issues, increase the public and private investment in downtown areas and, by extension, reduce vacancy and increase property values in the Main Street member districts.

Eligibility Requirements

Eligible Applicants: Eligible entities for Main Street and Connect Communities are communities or urban neighborhoods with a central or core business district and demonstrated local commitment to preservation and revitalization activities. Regional entities may apply for the Connect Communities program on behalf of multiple communities (1,000 or less in population) within their region. Regional coordinators commit to meeting program attendance, sharing information and collecting annual reporting information from participants.

Eligible Use of Funds: As a technical assistance program, no funding is directly provided. Technical assistance is given in the form of training, façade renderings, small business consultations, and hiring of outside consultants to address topics such as business recruitment and retention, branding, historic preservation planning and event development.

Matching: There are no matching requirements for this technical assistance.

¹ Wis. Stat. § 238.127(2)(c).

Available Incentives

FY25: \$250,000 (non-aids contracting)

Award Sizes: As a technical assistance program, awards are provided as staff time for approved, enrolled communities.

Activities and Expected Outcomes

Assist 35 Main Street communities, one new community in FY25; 89 Connect Communities, plus 10 new communities in FY25, and 150 small businesses.

Impact: Communities should see an increase in their: local capacity to carry out projects and initiatives, increase the organizational effectiveness of entities working on revitalization issues, increase the public and private investment in downtown areas and, by extension, reduce vacancy and increase property values in the Main Street member districts.

Metrics:

Main Street – includes monthly reporting on all Connect Communities metrics, plus the following:

- Number of events and attendance
- New open or closed housing units
- Development or demolition and value
- Property sales or use changes

Connect Communities – annual survey includes:

- New and expanded businesses, jobs created
- Closed or moved out businesses, jobs lost
- Private investments in downtown, public investments in downtown
- Events of initiative launched
- Wisconsin Main Street services used
- Volunteer hours for downtown efforts

Application Guideline

Timeline: The Main Street application process is competitive. Main Street applicants must be an active Connect Communities participant for at least one year prior to applying for Main Street. Eligible applicants must submit a letter of intent to apply for Main Street to the Program Manager by December 1st of the prior year.

Communities interested in the Connect Communities program submit an application to be considered in one of two annual application periods.

Review Considerations: WEDC will take the following into account when considering Main Street or Connect Communities applications²:

² Wis. Stat. § 238.127(2)(f).

- Organizational capability: An applicant's ability to bring financial and volunteer resources together according to the National Main Street Center's four-point approach to downtown revitalization.
- Public Sector Commitment³: The participation from local government in the form of financial and staff commitment to the local downtown revitalization effort.
- Private Sector Commitment⁴: The participation from local businesses and individuals in the form of financial⁵ and volunteer commitment to the local downtown revitalization effort.
- Financial Capacity: The ability of the community to bring together comprehensive financial resources to adequately support the downtown revitalization program. For Main Street Communities, this includes funds to employ a local program manager to manage the effort for at least 5 years⁶. Communities with populations of 5,000 or more must employ a full-time, paid program manager and meet a minimum budget requirement. Communities of less than 5,000 must employ a half-time program manager and meet a minimum budget requirement. A community's ability and commitment to hiring design consultants⁷ and providing training⁸ will also be taken into consideration.
- Need: Applicants must show that they need the Connect Communities or Main Street Program. This need is exhibited by vacancy rate, excessive competition from competing areas, blight, building deterioration, and business mix issues.
- Physical Capacity: An applicant's ability to show that they have sufficient building stock, businesses and a recognizable downtown district.
- Historic Integrity: An applicant's existing historic resources downtown and genuine interest in saving and restoring their historic structures. WEDC will employ a Design Specialist to assist Main Street communities with design plans.

In addition to these criteria, local Main Street communities must commit to training and sharing downtown revitalization information with communities that do not participate in the Main Street Program⁹.

How to Apply:

Main Street:

- The Wisconsin Economic Development Corporation will annually select up to three new Main Street communities based on applications submitted to WEDC. Main Street applicants must be an active Connect Communities participant for at least one year prior to applying for Main Street. Eligible applicants must submit a letter of intent to apply for Main Street to the Program Manager by December 1st of the prior year. Applicants will then host an on-site workshop with local stakeholders to discuss the application process, followed by completion of the written application and in-person interview.

³ Wis. Stat. § 238.127(2)(f)1.

⁴ Wis. Stat. § 238.127(2)(f)1.

⁵ Wis. Stat. § 238.127(2)(f)2.

⁶ Wis. Stat. § 238.127(2)(f)3.

⁷ Wis. Stat. § 238.127(2)(f)4.

⁸ Wis. Stat. § 238.127(2)(f)5.

⁹ Wis. Stat. § 238.127(2)(h).

- The Main Street application process is competitive. When applications are received, they go to an outside committee that is selected annually. Committee members have backgrounds related to downtown development. The committee will review applications and in-person presentations from applicants and make a recommendation to management. As this is a technical assistance program, no funds are awarded.

Connect Communities:

- Communities interested in the Connect Communities program submit an application to be considered in one of two annual application periods. Applications are reviewed by WEDC staff, and the recommendations are approved by management.

Award Process: When Main Street applications are received, they go to an outside committee that is selected annually. Main Street communities are approved by WEDC leadership annually while Connect Communities are approved semi-annually.

Performance Reporting: Main Street participants will be required to submit a periodic performance report documenting new businesses, new jobs, buildings rehabilitated, public improvements, attendance at promotional events, new downtown housing units, volunteer hours, as well as any other contract deliverable.

Connect Communities will report annually on local activities including investment, businesses, jobs, volunteer activity and accomplishments for the duration of their program participation.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Revision History

Program Inception – 1987 Wisconsin Act 109 – Fiscal Year 1987

- 7/1/2019: Added statutory citations; simplified Program Description; clarified Expected Outcomes.
- 7/1/2020: Clarified awards and application process and performance reporting requirements.
- 7/1/2022: Expands eligibility for regional entities to apply for Connect Community status on behalf of smaller communities.

RICHLAND COUNTY EMS SERVICE CONTRACT

RECITALS

WHEREAS the City / Town / Village of Richland Center (“Municipality”), being without its own emergency medical services (“EMS services”), finds it necessary to contract with Richland County Ambulance Services (“County”) to provide these services to the citizens and property of this community and those traveling through this community; and

WHEREAS the parties deem it to be in the best interest of the Municipality to maximize its EMS services protection by entering into this collaborative Agreement regarding the provision of such services; and

WHEREAS the Municipality deems it to be in its best interest to maximize EMS services and to minimize the cost to its citizens and property taxpayers by entering into this Agreement for EMS services with the County; and

WHEREAS Wis. Stat. § 66.0301 allows municipalities to contract with other municipalities for EMS services.

NOW THEREFORE BE IT RESOLVED that, for good and proper consideration, the parties’ agreement as to the sufficiency of which is signified by the signatures below, the Municipality enters into the following agreement with the County for EMS services:

SECTION 1: COUNTY RESPONSIBILITIES

1.) **Services Provided.** County shall provide Municipality with EMS services consistent with its licensure utilizing County’s facilities, equipment and personnel pursuant to this Agreement. Services shall include, but not be limited to: determining the operational policies for the service; providing for and housing staff necessary to operate the service; providing housing, maintaining, inspecting, repairing, and replacing all supplies, equipment, and vehicles used in the service; providing related management, billing and accounting services.

County shall comply with all applicable federal and state statutes, regulations, and administrative codes relating to governing licensed EMS providers, their employees, and their agents. County will also make best efforts to comply with the most recent version of the Wisconsin Department of Health Service’s “Wisconsin EMS Protocols.” Furthermore, County shall comply with such standards and procedures for occupational health and safety, patient care, privacy, and equipment reliability as may otherwise be required by applicable statutes, codes, and regulations, or conditions of insurability.

2.) **Licensure.** County shall obtain and maintain in force all required licenses for

providing emergency medical services pursuant to this Agreement. This includes, but is not limited to, ambulance provider licenses and emergency medical provider practitioner licenses, certifications and training permits as required by federal and state law.

3.) **Training.** County shall continue its ongoing in-service training program for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical practitioners, and vehicle operators. The training shall be provided to ensure all staff, whether employed or independent contractors, are trained at a minimum level satisfying all federal, state and local regulations, and/or conditions of insurability.

4.) **Records and Reporting.** County shall prepare and maintain necessary records to meet all federal, state and local reporting requirements, as well as any reporting required by insurance carriers. County shall prepare and provide to the Municipality, on a semi-annual basis a statistical summary of actual EMS calls, including a breakdown of calls by type.

County shall keep a complete record of ambulance service on an approved form as required by the State of Wisconsin. Parties acknowledge that the County is a governmental entity subject to various open records laws and shall provide Municipality and any other requestor all records that are subject to said laws and from which it is not precluded from releasing by applicable privacy and confidentiality laws.

5.) **Insurance Coverage.** County shall maintain liability, errors and omissions, motor vehicle collision, workers' compensation, and liability coverage for all County personnel performing services pursuant to this Agreement.

SECTION 2: MUNICIPALITY OBLIGATIONS

6.) **Road Maintenance.** Municipality shall maintain and repair all roads within its jurisdiction that are within the service area in a reasonable manner to facilitate the safe and efficient provision of EMS services. Municipality shall notify County in advance, where possible, of road maintenance work or closings that might affect the normal routing of ambulances in response to an emergency call.

7.) **Rural Identification Numbers.** To ensure the quick and accurate identification of business and residential addresses during an emergency response, Municipality shall enforce the proper display of identification numbers in conformance with the system and standards established by the county.

8.) **Driveway Ordinance.** Municipality has adopted a driveway ordinance ensuring County will have safe access to property within the service area. Municipality shall hold all property owners or occupants responsible for complying with the ordinance.

SECTION 3: FINANCIAL ARRANGEMENTS

9.) **Formula for Expense Allocation.** County has calculated the average number of calls for service originating in the Municipality where EMS services were dispatched or

provided for the previous four years (2021, 2022, 2023, 2024), which totals **744.5**. Municipality shall annually pay to the County either \$2,500.00 or an amount equal to \$225.00 multiplied by that call average, whichever is greater. Payments may be made in a lump sum or in monthly installments. In either case, the final payment is due by December 31, 2026.

10.) **Invoicing.** County shall provide the Municipality with a quarterly invoice for all expenses.

11.) **Additional Fees Prohibited.** County shall not add any additional fees to those assessed by this Agreement, such as fees to cover special events, unless first agreed upon in writing by the parties.

12.) **Auditing.** County's audit results are available as a public record, accessible as described in Section 1(4).

SECTION 4: ADDITIONAL AGREEMENT TERMS

13.) **Non-Discrimination.** County shall not discriminate in the provision of services, employment practices, or in the allocation of benefits based on color, race, religion, national origin, sex, age, marital status, physical or cognitive disability in accordance with federal, state, and local laws.

14.) **Limit on Relationship of the Parties.** Municipality acknowledges that nothing in this Agreement shall create any relationship between the parties other than that described herein. County and its employees shall be independent contractors. County personnel shall be compensated without contribution from Municipality, other than as provided in this Agreement.

15.) **Indemnification.** Parties shall mutually indemnify and hold each other harmless for any claim of whatsoever nature arising from their performance of their obligations under this Agreement, except where such claims arise from the negligence or deliberate misconduct of a party.

16.) **Term.** This Agreement shall take effect once fully executed by both parties and shall terminate on January 1, 2027, with both parties then being released from any and all obligations under this Agreement. If the parties are interested in continuing the contractual relationship beyond 2026, negotiations for a new agreement should begin no later than July 1, 2026.

Either party may terminate this Agreement by providing the other party sixty days written notice of its intent to terminate. Such termination may be for any reason or no reason. Parties acknowledge both are governmental entities subject to the actions of the respective governing bodies.

17.) **Force Majeure.** Neither party shall be held liable for any failure to perform an obligation under this Agreement caused by unforeseen events and/or those beyond the control

of the parties, including but not limited to war, natural disaster, pandemic, etc.

18.) **Entire Agreement.** This Agreement is the full and complete agreement between the parties and supersedes all other agreements previously made between the parties relating to EMS services. There are no understandings or agreements between the parties other than those incorporated in writing in this Agreement. This Agreement may not be modified other than in writing and with the written consent of all the parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signature Page
Richland County EMS Service Contract
Calendar Year 2026

Ashley Oliphant, City Administrator
City of Richland Center

Date

Signature

Tricia Clements, County Administrator
Richland County

Date

Signature

RESOLUTION 2025-10**A RESOLUTION AUTHORIZING AN ADJUSTMENT TO THE LEVY LIMIT FOR INCREASED CHARGES
FOR JOINT EMERGENCY MEDICAL SERVICES (EMS)**

WHEREAS, the City of Richland Center, a municipal government in Richland County, Wisconsin, is a participating member in the joint County EMS ambulance service provided by Richland County (hereinafter, "the County"); and

WHEREAS, the Common Council of the City of Richland Center has determined that continued participation in the County's EMS service is essential for the health, safety, and welfare of its residents; and

WHEREAS, the County has presented a new EMS Service Contract requiring an increase in the charges assessed to all participating municipalities to maintain service operations; and

WHEREAS, an adjustment to the municipal levy limit is allowed for increases in charges assessed by a joint emergency medical services district organized under sec. 66.0301, Wis Stats; and

WHEREAS, the allowable adjustment is as follows: the percentage increase in the total charges assessed by the joint EMS district for the current year relative to the total charges assessed in the previous year must be less than or equal to CPI plus two percent.

WHEREAS, the cost increase of \$52,422.50 detailed in the new County EMS Service Contract requires the City of Richland Center to increase its local property tax levy for 2026 budget; and

WHEREAS, each governing body served by the joint service must adopt a resolution in favor of the increase in charges; and

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

The City of Richland Center hereby approves and authorizes an increase in the property tax levy for the fiscal year 2026 which is necessary to cover the increased contractual cost for the provision of joint Emergency Medical Services by Richland County.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage according to law.

Adopted by the Common Council of the City of Richland Center on this 7th day of October 2025 by the following vote: AYES____, NOS____.

CITY OF RICHLAND CENTER

Todd Coppernoll, Mayor

ATTEST

City Clerk

	2025 Budget			2024 Budget			2023 Budget			2022 Budget			2021 Budget			2020 Budget			2019 Budget		
	2025 Actual	2025 Budget	Less Actual	2024 Actual	2024 Budget	Less Actual	2023 Actual	2023 Budget	Less Actual	2022 Actual	2022 Budget	Less Actual	2021 Actual	2021 Budget	Less Actual	2020 Actual	2020 Budget	Less Actual	2019 Actual	2019 Budget	Less Actual
Expenses:																					
Insurance		\$ 22,000.00	\$ 22,000.00	\$ 27,590.72	\$ 22,000.00	\$ (5,590.72)	\$ 18,855.00	\$ 22,000.00	\$ 3,145.00	\$ 21,995.00	\$ 22,000.00	\$ 5.00	\$ 21,955.00	\$ 20,000.00	\$ (1,955.00)	\$ 21,094.00	\$ 16,500.00	\$ (4,594.00)	\$ 20,386.84	\$ 18,000.00	\$ (2,386.84)
Miscellaneous		\$ 12,000.00	\$ 12,000.00	\$ 8,953.46	\$ 8,300.00	\$ (653.46)	\$ 9,361.97	\$ 8,300.00	\$ (1,061.97)	\$ 9,042.41	\$ 8,300.00	\$ (742.41)	\$ 15,522.54	\$ 11,322.00	\$ (4,200.54)	\$ 4,187.18	\$ 8,000.00	\$ 3,812.82	\$ 10,919.32	\$ 7,800.00	\$ (3,119.32)
Prevention		\$ 3,000.00	\$ 3,000.00	\$ 707.35	\$ 3,000.00	\$ 2,292.65	\$ 3,073.86	\$ 3,000.00	\$ (73.86)	\$ 2,564.18	\$ 3,000.00	\$ 435.82	\$ 5,168.03	\$ 3,000.00	\$ (2,168.03)	\$ 2,081.46	\$ 3,000.00	\$ 918.54	\$ 5,777.93	\$ 3,000.00	\$ (2,777.93)
Training		\$ 3,500.00	\$ 3,500.00	\$ 2,701.93	\$ 3,500.00	\$ 798.07	\$ 1,382.15	\$ 3,500.00	\$ 2,117.85	\$ 2,048.28	\$ 3,500.00	\$ 1,451.72	\$ 709.64	\$ 3,500.00	\$ 2,790.36	\$ 1,846.70	\$ 3,500.00	\$ 1,653.30	\$ 3,911.65	\$ 3,000.00	\$ (911.65)
Fuel		\$ 7,700.00	\$ 7,700.00	\$ 8,563.84	\$ 7,000.00	\$ (1,563.84)	\$ 7,527.66	\$ 7,000.00	\$ (527.66)	\$ 8,372.98	\$ 7,000.00	\$ (1,372.98)	\$ 6,564.12	\$ 7,000.00	\$ 435.88	\$ 3,665.15	\$ 8,500.00	\$ 4,834.85	\$ 5,560.31	\$ 8,500.00	\$ 2,939.69
Contingency		\$ -	\$ -		\$ 897.00	\$ 897.00		\$ 897.00	\$ 897.00		\$ 897.00	\$ 897.00		\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00		\$ 5,000.00	\$ 5,000.00
Bank Charge			\$ -			\$ -			\$ -		\$ -	\$ -			\$ -			\$ -			\$ -
Equipment New and Repairs		\$ 60,000.00	\$ 60,000.00	\$ 62,126.93	\$ 50,000.00	\$ (12,126.93)	\$ 33,350.51	\$ 50,000.00	\$ 16,649.49	\$ 24,715.31	\$ 48,000.00	\$ 23,284.69	\$ 100,673.96	\$ 50,000.00	\$ (50,673.96)	\$ 289,903.36	\$ 50,000.00	\$ (239,903.36)	\$ 62,277.01	\$ 40,000.00	\$ (22,277.01)
Fire Call Consumables			\$ -			\$ -	\$ 1,931.00		\$ (1,931.00)	\$ 1,141.01	\$ 2,000.00	\$ 858.99			\$ -			\$ -			\$ -
Truck Repairs		\$ 27,018.93	\$ 27,018.93	\$ 33,067.31	\$ 25,000.00	\$ (8,067.31)	\$ 38,579.29	\$ 25,000.00	\$ (13,579.29)	\$ 46,557.50	\$ 25,000.00	\$ (21,557.50)	\$ 26,096.70	\$ 25,000.00	\$ (1,096.70)	\$ 14,186.46	\$ 25,000.00	\$ 10,813.54	\$ 24,564.46	\$ 30,000.00	\$ 5,435.54
Radio			\$ -	\$ (370.75)	\$ 3,200.00	\$ 3,570.75	\$ 3,036.00	\$ 3,200.00	\$ 164.00	\$ 2,896.00	\$ 3,200.00	\$ 304.00	\$ 2,762.00	\$ 2,775.00	\$ 13.00	\$ 2,840.00	\$ 2,900.00	\$ 60.00	\$ 2,774.00	\$ 2,900.00	\$ 126.00
FPP Grant Expense		\$ 15,000.00	\$ 15,000.00			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -
Fire Station Repairs & Supplies		\$ 20,000.00	\$ 20,000.00	\$ 19,423.54	\$ 8,000.00	\$ (11,423.54)	\$ 24,141.04	\$ 8,000.00	\$ (16,141.04)	\$ 37,885.36	\$ 8,000.00	\$ (29,885.36)	\$ 4,340.04	\$ 8,000.00	\$ 3,659.96	\$ 5,145.26	\$ 8,000.00	\$ 2,854.74	\$ 3,400.16	\$ 8,000.00	\$ 4,599.84
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -
Personnel:			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -
Custodian		\$ 5,900.00	\$ 5,900.00	\$ 4,650.00	\$ 6,600.00	\$ 1,950.00	\$ 6,828.00	\$ 6,600.00	\$ (228.00)	\$ 7,248.00	\$ 6,600.00	\$ (648.00)	\$ 6,876.00	\$ 6,400.00	\$ (476.00)	\$ 6,606.00	\$ 6,400.00	\$ (206.00)	\$ 4,760.00	\$ 7,400.00	\$ 2,640.00
Chief		\$ 21,700.00	\$ 21,700.00	\$ 16,629.96	\$ 20,700.00	\$ 4,070.04	\$ 16,629.96	\$ 20,700.00	\$ 4,070.04	\$ 17,744.13	\$ 20,700.00	\$ 2,955.87	\$ 16,629.96	\$ 20,700.00	\$ 4,070.04	\$ 16,629.96	\$ 20,700.00	\$ 4,070.04	\$ 16,629.96	\$ 20,700.00	\$ 4,070.04
Fire Inspector		\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 11,000.00	\$ 3,500.00	\$ 10,000.00	\$ 11,212.00	\$ 1,212.00	\$ 10,000.00	\$ 11,212.00	\$ 1,212.00	\$ 10,500.00	\$ 11,212.00	\$ 712.00	\$ 10,500.00	\$ 11,212.00	\$ 712.00	\$ 10,000.00	\$ 11,212.00	\$ 1,212.00
Sec-Treasurer		\$ 7,000.00	\$ 7,000.00	\$ 6,416.63	\$ 7,000.00	\$ 583.37	\$ 7,874.97	\$ 3,800.00	\$ (4,074.97)	\$ 3,791.71	\$ 3,800.00	\$ 8.29	\$ 4,375.05	\$ 3,500.00	\$ (875.05)	\$ 3,500.04	\$ 3,500.00	\$ (0.04)	\$ 3,500.04	\$ 3,500.00	\$ (0.04)
Firefighters		\$ 116,000.00	\$ 116,000.00	\$ 115,325.11	\$ 110,000.00	\$ (5,325.11)	\$ 102,270.50	\$ 110,000.00	\$ 7,729.50	\$ 97,361.34	\$ 110,000.00	\$ 12,638.66	\$ 110,472.63	\$ 110,000.00	\$ (472.63)	\$ 89,292.24	\$ 117,000.00	\$ 27,707.76	\$ 110,143.77	\$ 95,000.00	\$ (15,143.77)
FF Retirement		\$ 5,000.00	\$ 5,000.00	\$ 3,237.77	\$ 4,500.00	\$ 1,262.23	\$ 5,592.44	\$ 4,500.00	\$ (1,092.44)	\$ 2,578.24	\$ 4,500.00	\$ 1,921.76	\$ 3,347.80	\$ 4,500.00	\$ 1,152.20	\$ 2,818.64	\$ 4,500.00	\$ 1,681.36	\$ 2,871.96		\$ (2,871.96)
Tax Withholding		\$ 11,000.00	\$ 11,000.00	\$ 8,805.35	\$ 11,000.00	\$ 2,194.65	\$ 14,828.11	\$ 11,000.00	\$ (3,828.11)	\$ 4,842.20	\$ 11,000.00	\$ 6,157.80	\$ 10,963.48	\$ 11,000.00	\$ 36.52	\$ 9,264.80	\$ 12,500.00	\$ 3,235.20	\$ 10,666.24	\$ 11,500.00	\$ 833.76
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -
Utilities		\$ 12,000.00	\$ 12,000.00	\$ 10,593.08	\$ 12,000.00	\$ 1,406.92	\$ 12,051.99	\$ 12,000.00	\$ (51.99)	\$ 10,852.13	\$ 12,000.00	\$ 1,147.87	\$ 12,812.98	\$ 12,000.00	\$ (812.98)	\$ 10,275.22	\$ 10,000.00	\$ (275.22)	\$ 12,017.81	\$ 10,000.00	\$ (2,017.81)
			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -			\$ -
Vehicle Replacement		\$ 80,000.00	\$ 80,000.00		\$ 80,000.00	\$ 80,000.00		\$ 80,000.00	\$ 80,000.00		\$ 80,000.00	\$ 80,000.00		\$ 80,000.00	\$ 80,000.00	\$ 619,265.48	\$ 80,000.00	\$ (539,265.48)		\$ 80,000.00	\$ 80,000.00
Total Expenses:	\$ -	\$ 439,818.93	\$ 439,818.93	\$ 335,922.23	\$ 393,697.00	\$ 57,774.77	\$ 317,314.45	\$ 390,709.00	\$ 73,394.55	\$ 311,635.78	\$ 390,709.00	\$ 79,073.22	\$ 359,769.93	\$ 390,409.00	\$ 30,639.07	\$ 1,113,101.95	\$ 391,712.00	\$ (721,389.95)	\$ 310,161.46	\$ 365,512.00	\$ 55,350.54
Income:																					
City Firecalls		\$ 30,000.00	\$ 30,000.00	\$ 28,418.00	\$ 28,500.00	\$ 82.00	\$ 36,978.00	\$ 28,500.00	\$ (8,478.00)	\$ 29,544.00	\$ 28,500.00	\$ (1,044.00)	\$ 17,131.00	\$ 30,500.00	\$ 13,369.00	\$ 21,100.00	\$ 30,500.00	\$ 9,400.00	\$ 30,019.00	\$ 22,900.00	\$ (7,119.00)
Rural Firecalls		\$ 51,000.00	\$ 51,000.00	\$ 63,441.00	\$ 45,000.00	\$ (18,441.00)	\$ 52,337.00	\$ 45,000.00	\$ (7,337.00)	\$ 44,224.50	\$ 45,000.00	\$ 775.50	\$ 52,937.50	\$ 45,000.00	\$ (7,937.50)	\$ 36,217.00	\$ 45,000.00	\$ 8,783.00	\$ 45,820.00	\$ 30,800.00	\$ (15,020.00)
Ambulance		\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 4,400.00	\$ 2,200.00	\$ 3,050.00	\$ 4,400.00	\$ 1,350.00	\$ 3,200.00	\$ 4,400.00	\$ 1,200.00	\$ 5,200.00	\$ 4,400.00	\$ (800.00)	\$ 5,200.00	\$ 4,400.00	\$ (800.00)	\$ 5,400.00		\$ (5,400.00)
Coroner Calls		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ (1,000.00)			\$ -			\$ -			\$ -			\$ -			\$ -
City 2% dues			\$ -	\$ 17,836.43		\$ (17,836.43)	\$ 15,766.45		\$ (15,766.45)	\$ 13,989.17		\$ (13,989.17)	\$ 13,130.02		\$ (13,130.02)	\$ 12,732.04		\$ (12,732.04)	\$ 11,677.85	\$ 12,000.00	\$ 322.15
Rural 2% dues			\$ -	\$ 18,990.45		\$ (18,990.45)	\$ 19,534.54		\$ (19,534.54)	\$ 18,804.24		\$ (18,804.24)	\$ 18,153.38		\$ (18,153.38)	\$ 18,203.74		\$ (18,203.74)	\$ 17,395.79	\$ 18,000.00	\$ 604.21
2% Dues total		\$ 35,000.00	\$ 35,000.00		\$ 31,200.00	\$ 31,200.00		\$ 31,200.00	\$ 31,200.00		\$ 31,200.00	\$ 31,200.00		\$ 30,900.00	\$ 30,900.00		\$ 30,000.00	\$ 30,000.00			\$ -
Miscellaneous		\$ 8,000.00	\$ 8,000.00	\$ 35,467.87		\$ (35,467.87)	\$ 55,704.82		\$ (55,704.82)	\$ 56,583.88		\$ (56,583.88)	\$ 22,312.28		\$ (22,312.28)	\$ 238,322.60		\$ (238,322.60)	\$ 19,617.56		\$ (19,617.56)
Interest		\$ 15,000.00	\$ 15,000.00	\$ 33,406.40	\$ 300.00	\$ (33,106.40)	\$ 14,395.33	\$ 300.00	\$ (14,095.33)	\$ 4,128.64	\$ 300.00	\$ (3,828.64)	\$ 1,929.74	\$ 300.00	\$ (1,629.74)	\$ 1,924.46	\$ 2,503.00	\$ 578.54	\$ 10,344.12	\$ 2,503.00	\$ (7,841.12)
City Assessment		\$ 148,159.46	\$ 148,159.46	\$ 143,844.14	\$ 143,844.14	\$ -	\$ 139,654.50	\$ 139,654.50	\$ -	\$ 139,654.50	\$ 139,654.50	\$ -	\$ 139,654.50	\$ 139,654.50	\$ -	\$ 139,654.50	\$ 139,654.50	\$ -	\$ 139,654.50	\$ 139,654.50	\$ -
Rural Assessment		\$ 148,159.46	\$ 148,159.46	\$ 145,900.50	\$ 143,844.14	\$ (2,056.36)	\$ 139,655.00	\$ 139,654.50	\$ (0.50)	\$ 139,654.00	\$ 139,654.50	\$ 0.50	\$ 139,654.75	\$ 139,654.50	\$ (0.25)	\$ 139,654.50	\$ 139,654.50	\$ -	\$ 139,694.50	\$ 139,654.50	\$ (40.00)
Fire Call Consumables		\$ -	\$ -		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00			\$ -			\$ -			\$ -
Total Income:	\$ -	\$ 439,818.92	\$ 439,818.92	\$ 490,504.79	\$ 399,088.28	\$ (91,416.51)	\$ 477,075.64	\$ 390,709.00	\$ (86,366.64)	\$ 449,782.93	\$ 390,709.00	\$ (59,073.93)	\$ 410,103.17	\$ 390,409.00	\$ (19,694.17)	\$ 613,008.84	\$ 391,712.00	\$ (221,296.84)	\$ 419,623.32	\$ 365,512.00	\$ (54,111.32)
Net Revenue Less Expense:																					
Profit / (Loss)	\$ -	\$ (0.01)	\$ 0.01	\$ 154,582.56	\$ 5,391.28	\$ 149,191.28	\$ 159,761.19	\$ -	\$ 159,761.19	\$ 138,147.15	\$ -	\$ 138,147.15	\$ 50,333.24	\$ -	\$ 50,333.24	\$ (500,093.11)	\$ -	\$ (500,093.11)	\$ 109,461.86	\$ -	\$ 109,461.86

After concerns were raised regarding the efficiency of the billing practices of the Richland Fire Department (“Department”) and the obligations imposed on municipalities, I was asked to review the contract, and then further directed to issue an opinion on the document, as well as recommend revisions or other changes as appropriate. After reviewing the governing documents (as there are more than one) for the Fire District, I have a number of concerns and proposals, ranging from simply updating language to urgent revisions necessary to bring the practices of the Department - or rather, its Board of Directors (“Board”) - into compliance with statute. The following is a summary of my findings.

Documents Reviewed

- Unsigned 2002 Fire Protection and Emergency Services Agreement of the Richland Fire Department (“2002 Agreement”), with Exhibits. This was potentially a draft, though is not marked as such.
- A signed version of the above Agreement dated November 3, 2003 and effective January 1, 2004 (“2004 Agreement”).
- Amendment #1 to the 2004 Agreement, signed and effective on July 8, 2013 (“Agreement Amendment #1”).
- Amendment #2 to the 2004 Agreement, signed and effective February 14, 2022 (“Agreement Amendment #2”).
- Bylaws of the Board of Directors of the Richland Fire Department (“Bylaws”), dated November 3, 2003.
- Amendment #2 to the Bylaws, dated July 18, 2013.
- Memo from City Attorney Karen Fowell, dated May 29, 2000.
- Various other documents related to the creation and operation of the Department and the Board not relevant to this analysis.

My analysis and recommendations will be based on the most recent version of a given document available to me.

Urgent Concerns

1. “Informal Discussions”: Section 3, Paragraph 5 of the Agreement and Article VI, Section 10 of the Bylaws contain a provision that in my opinion carries great potential for, or is a blatant violation of, Wisconsin’s Open Meetings Law¹ (“OML”). Both documents contain a provision that states “[u]pon motion, a meeting of the Richland Fire Department may be temporarily suspended, to allow for informal discussion among the members.” There are a number of concerns here, some of which relies on conclusions found later in this document, but the essence is that while a governmental body² may recess for a period of time, there is no mechanism under law that allows for “informal discussion,” especially when that discussion regards or leads to action by the body once it reconvenes. As written, this provision not only creates the risk of an illegal quorum of up to three

¹ Wis. Stat. ch. 19, sub. V.

² Wis. Stat. § 19.82(1).

separate governmental bodies (as will be explained), but seems to encourage exactly that. If the members of the body need a break, the power to recess is inherent and does not need to be spelled out. Otherwise, any discussion about matters of business before the Board should be taking place in a properly-noticed, open (or closed under an allowed exemption) session of the Board.

2. Agendas: Agendas for the Board may violate the public notice requirements of OML. While this is likely a matter of lack of training, rather than any intentional act, strict adherence to OML is only to the Board's benefit. Any action taken by a governmental body during a meeting which is found to have violated OML may be reversed by a court. Currently, the Board's agendas contain two items, "New Business" and "Old Business," that lack sufficient specificity to meet the standards of OML. In some cases, there are agendas items inserted below these headings which do provide the requisite level of detail, but as can be found in a comparison of the May 12, 2025 agenda and meeting minutes, there can also be discussion and action taken on items with no detail provided. In that case, the Board voted to refer a matter to the City Attorney and sell some surplus tools, with neither action being sufficiently noticed.

Every public notice of a meeting must give the "time, date, place and subject matter of the meeting, including that intended for consideration at any contemplated closed session, in such form as is reasonably likely to apprise members of the public and the news media thereof."³ The Wisconsin Attorney General's Open Meetings Compliance Guide⁴ provides an examination of the factors by which a court will weigh the sufficiency of the notice provided, which includes "[1] the burden of providing more detailed notice, [2] whether the subject is of particular public interest, and [3] whether it involves non-routine action that the public would be unlikely to anticipate." In the example above, it cannot be argued that adding "a. Discussion and possible action on 707 truck repairs" and "b. Discussion and possible action on sale of surplus equipment" to the agendas would have been burdensome. Whether or not those subjects are of particular interest to the public is more subjective, but I can say that in my tenure as City Attorney the Board has never referred a matter to me, meaning at least the 707 repairs resulted in a non-routine action. Again, solving these deficiencies is likely just a matter of training the presiding officers (the pluralization to be explained below) and Secretary-Treasurer on proper agenda preparation.

3. Document Deficiencies: The Board does not follow its own governing documents. Fortunately, that has actually protected them against some violations discussed above, but ultimately means that either the documents themselves or the education of Board members of their contents is deficient. While urgent, that education is part of the purpose of this document, and may lead to revisions which correct the documents themselves.

³ Wis. Stat. § 19.84(2).

⁴ Found at: https://www.wisdoj.gov/Open%20Government/OML_guide.pdf

Notable Provisions

As mentioned previously, the Board does not follow its own governing documents. Having attended a limited number of Board meetings and discussed operations with a number of Board members, I am of the opinion that many of them are (or were, prior to my involvement), unaware of the contents of those documents. In my examination of the Bylaws and Agreement, I found the following provisions notable:

1. Two Votes: The Board, which consists of representatives from 14 municipalities, only allows for 2 votes. That isn't a vote on each of two subjects, but rather that for each item of business before the Board, there is one vote from the representative(s) of Richland Center, and one vote from the representative(s) of the Rural Fire District ("Rural District"), which represents the other 13 municipalities. My observations and review of the Board's minutes shows that members other than the Co-Chairs (who would, in normal practice, pass the votes for their respective bodies) cast their votes, apparently unaware that beyond the two recognized by these documents all other votes are superfluous. In the event of a tie, the motion before the body fails.

The way this system is meant to operate is that the designee of the City and that of the Rural District would each cast the vote decided upon by their respective bodies. The only way that would work legally, however, is if the City's representatives all met prior to the Board's meeting, or during a recess thereof⁵ if properly announced, and the Rural District's representatives did the same, and then the designee of each subunit would report the results of their respective votes during the meeting of the Board as a whole. It may have been the intention of the "informal discussion" provision highlighted above to allow for such meetings, but again there is already an authority for them to do so without the inclusion of that language.

2. Representation Not Defined: The Agreement and Bylaws allow the City and the Rural District to "designate representatives to serve on the Board, pursuant to applicable law, or the [Agreement]." There is no guidance on how many representatives each body may designate, and even if there were, the Bylaws allow the City, Rural District, and/or Board to change that number at will. In researching this matter, I asked one appointing official how they knew to appoint the number of individuals they had as representatives to the Board, and they simply said it was the number they were told when they assumed office. Additionally, since the District appoints the representative(s) for its constituent municipalities, there could be a situation wherein one or more such municipalities was not represented at all on the Board should the Rural District or Board vote for less representatives than there are municipalities.

The documents do at least provide a minimum number of representatives. That's

⁵ Wis. Stat. § 19.84(6).

because both the City and the Rural District are each entitled to one Co-Chair and one Vice-Co-Chair. Additionally, the Chief is entitled to a representative at each meeting, though that appears to be more of an *ex officio* position than a voting representative. Finally, the Board may select a Secretary-Treasurer, who may or may not be a representative.

3. Billing: The catalyst to this discussion is the billing practices written into the documents. When the Department responds to a call, they bill the municipality wherein the response was required. That municipality has thirty days to reimburse the Department, and then are free to try and collect on those costs as they see fit and as allowed by law. My understanding of the complaint is that municipalities cannot anticipate (and therefore budget for) how many calls it may be responsible for, and if they are not able to collect from the party needing the response from the Department, they simply eat those costs. Additionally, there is an administrative redundancy in the Department generating an invoice for a call, sending it to the municipality, then that municipality needing to generate its own invoice to send to the appropriate party.

Beyond the summary of my understanding of the complaints, I have no opinion on this matter, except that whatever process is decided upon must be lawful. In my experience, collection efforts are a mixed bag at best, and so likely the Department, the municipalities, or some combination of the two will end up with unreimbursed expenses. If that burden falls on the Department, it risks an impact to their operational viability. If the municipalities, it impacts their ability to provide other services to its citizens. However, if the Board as a whole is unwilling to change the current practice then each municipality will need to decide whether it is willing to accept that risk or if they need to find an alternative provider for fire services.

4. Outdated Language: Even if nothing of the substance of these documents changes, an effort should still be made to ensure their contents reflect certain changes that are inevitable with the passage of time. An example of language which should have been updated in one or more of the Amendments is Section 5 of the Agreement, Appointment of the Fire Chief, which begins "...at the present time, the Richland fire (sic) Department shall be served by the current Fire Chief, previously hired by the City of Richland Center, whose term continues indefinitely." That language may have applied to the Chief who was serving in 2004 when the Department was formed, but has not to any of his successors. Other language may have been necessary to bind the parties to, for example, the transfer of property, but as those transfers have long since been achieved that language is no longer necessary.

Summary and Recommendations

Overall, the structure and intent of the Board is clear: ensure all the constituent municipalities have a voice in the way their fire service is run. At the time they were created, the governing documents and the processes they describe may have made sense, but even though those documents have been amended over time, the base language was never updated to reflect

current conditions. Therefore, the only recommendation I can make is to rewrite the Agreement and Bylaws. This will allow the concerning provisions to be removed, the language to be updated to reflect current conditions, the incorporation of amended language, and should prompt an overall discussion on the function of the Board and District, which is a healthy process for any organization to undergo from time to time. Assuming such reviews and revisions are undertaken with the Board's participation, it will also serve to educate the Board on its basic functions and operations. Ensuring the currentness and functionality of its oversight body will then allow them to best contribute to the ongoing function and effectiveness of the Department.

		2023	2023	2024	2024	2025	2025	2026	Defined Bu	Notes
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2026 Budget		
Segment2: 5682 - SWIMMING POOL OPERATIONS ACC										
Fund: 360 - SWIMMING POOL OPERATIONS FUN										
Revenue										
360.5682.0000.41011	GENERAL PROPERTY TAXES	0	0	54492.06	54492.06	0	53960.4		0	
360.5682.0000.43019	FED AID - ROUTES 2 RECOVERY	0	0	0	0	0	0	DELETE		No longer used
360.5682.0000.46017	MEMBERSHIP FEES	0	0	306779	268257.11	300000	143623.36		315000	5% increase
360.5682.0000.46018	SPECIAL EVENTS	0	0	6000	5101.77	7200	5410.23		9000	add'l events
360.5682.0000.46019	CLASS FEES	0	0	46000	29543.15	46000	20693.8		48500	add'l classes
360.5682.0000.46020	DAY PASSES	0	0	35000	25036	35000	18630		36500	
360.5682.0000.46021	MERCHANDISE SALES	0	0	4100.32	3097.47	4500	2295.77		4800	
360.5682.0000.46022	COURT FEES	0	0	100	0	0	0		0	
360.5682.0000.46023	USA SWIM	0	0	5000	0	5000	0	DELETE		No longer used
360.5682.0000.47090	CITY OF RICHLAND CENTER	0	0	54492.06	54492.06	53960.41	0		53190.25	
360.5682.0000.48013	CREDIT CARD REBATES	0	0	100	238.25	180	50.65		150	
360.5682.0000.48040	OTHER MISCELLANEOUS REVENUE	0	0	500	183	0	203		0	
360.5682.0000.48047	FOUNDATION DONATION	0	0	0	0	0	0		0	
360.5682.0000.49020	TRANSFER FROM GENERAL FUND	0	0	0	0	0	0		0	
360.5682.0000.49032	TRANS FM-SYMONS DONATIONS	0	0	0	1400	0	0		0	Treadmill, Elliptical & St
360.5682.0170.46017	MEMBERSHIP FOB KEY	0	0	3800	5200	3900	3495		4500	
Expense										
360.5682.0000.51011	SALARIES - REGULAR	0	0	154211.2	119941.69	177278.4	91945.22		173139.2	Added by TN per Budget S
360.5682.0000.51013	SALARIES - OVERTIME	0	0	0	0	0	0		0	
360.5682.0000.51015	TEMPORARY - CASUAL	0	0	126251	154781.35	126262.5	71455.61		143000	
360.5682.0000.51041	PER DIEM	0	0	0	120	0	270		540	
360.5682.0000.51049	RETIREE SK LV/HE INS CONVERS	0	0	0	0	0	0		0	
360.5682.0000.51050	SECTION 125 PLAN-CO SHARE	0	0	200	58.74	100	25.38		51	
360.5682.0000.51051	FICA - COUNTY SHARE	0	0	21455.36	20935.19	23220.88	12471.2		24184.66	
360.5682.0000.51052	RETIREMENT - COUNTY SHARE	0	0	12800.58	9379.1	14480.85	6653.51		14626.03	
360.5682.0000.51053	DENTAL INSURANCE-CO SHARE	0	0	1257.24	201.41	848.4	91.55		848.4	
360.5682.0000.51054	HEALTH INSURANCE - COUNTY S	0	0	60738.6	8697.02	32622	3936.7		36373.44	
360.5682.0000.51055	LIFE INSURANCE - COUNTY SHAR	0	0	85.42	50.56	97.78	31.08		97.78	
360.5682.0000.51057	EDUCATION	0	0	1000	949	1400	1775.79		1500	
360.5682.0000.51061	HEALTH INS REIMBURSEMENT D	0	0	2500	0	1500	0		0	
360.5682.0000.52014	COMPUTER PROGRAM SUPPORT	0	0	675	119.94	650	507.91		650	
360.5682.0000.52022	LIGHTS	0	0	43121.04	42505.73	36000	17063.43		35000	
360.5682.0000.52025	TELEPHONE	0	0	2050	2622.83	2700	1388.12		2750	
360.5682.0000.52026	HEAT	0	0	16500	12006.61	16200	11442.53		15800	
360.5682.0000.53002	SNOW PLOWING	0	0	1400	385	1000	90.43		650	
360.5682.0000.53011	POSTAGE AND ENVELOPES	0	0	800	74.74	700	73		250	
360.5682.0000.53013	COPIES & COPY PAPER	0	0	600	327.03	400	312.38		750	Rhyme contract
360.5682.0000.53018	BANK FEES	0	0	300	30	300	0		0	
360.5682.0000.53019	OFFICE SUPPLIES	0	0	1000	1665.02	950	351.3		900	
360.5682.0000.53023	CLEAR (ON-LINE DATA SEARCH)	0	0	100	35	0	0		0	
360.5682.0000.53026	ADVERTISING	0	0	3000	3829.07	3500	1936.58		3800	
360.5682.0000.53030	CLASS EXPENSES	0	0	7000	1375.04	7000	824.89		7000	
360.5682.0000.53035	MEALS	0	0	150	0	120	0		150	
360.5682.0000.53036	LODGING	0	0	300	0	300	0		400	
360.5682.0000.53039	MILEAGE	0	0	700	342.52	650	179.72		600	
360.5682.0000.53046	UNIFORMS	0	0	0	0	0	0		1000	Staff uniform
360.5682.0000.53052	POOL SUPPLIES	0	0	7000	6655.21	7200	2668.94		7200	
360.5682.0000.53056	MAINTENANCE AND REPAIRS	0	0	34000	30887.28	35000	14988.92		36500	
360.5682.0000.55093	LICENSING	0	0	400	553.37	950	762		800	
360.5682.0000.58013	COMPUTER MAINT & UPGRADE	0	0	1000	940.97	800	0		1500	
360.5682.0000.58014	NEW EQUIPMENT OVER \$5000	0	0	0	0	0	0		0	Treadmill & Elliptical
360.5682.0000.58015	COMPUTER SOFTWARE	0	0	1000	2596	0	0		170	ZOOM
360.5682.0000.58018	MERCHANDISE	0	0	2000	2294.68	2000	513.67		2500	
360.5682.0000.58019	NEW EQUIPMENT	0	0	0	300.78	0	1195		0	
360.5682.0000.59001	WRK COMP, PROPERTY & LIABIL	0	0	10270	8852.28	10270	6523.29		10000	
360.5682.0000.59006	UNEMPLOYMENT INSURANCE	0	0	1000	0	0	0		0	
360.5682.0000.59013	CITY OF RICHLAND CENTER	0	0	0	0	0	0		0	
360.5682.0000.59026	SPECIAL EVENTS	0	0	300	18.09	500	0		500	
360.5682.0000.59027	COMMERCIAL CRIME INSURANC	0	0	100	0	0	50.22		100	
360.5682.0000.59047	USA SWIM EXPENSES	0	0	0	0	3000	0	DELETE		No longer used
360.5682.0000.59099	BILLS - NO LINE DETAIL	0	0	0	63.5	500	726.49		0	
360.5682.0000.63005	FOB EXPENSES	0	0	1098	1556	1200	778		1500	

								Group Summary	
		2023	2023	2024	2024	2025	2025	2026	Defined Bu
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity		
Segment2: 5682 - SWIMMING POOL OPERATIONS ACC									
Fund: 360 - SWIMMING POOL OPERATIONS FUN									
Revenue		0	0	\$ 516,363.44	\$ 447,040.87	\$ 455,740.41	248,362.21		471640.25
Expense		0	0	\$ 516,363.44	\$ 435,150.75	\$ 509,700.81	251,032.86		524830.51

Fund Summary