OFFICIAL PUBLIC NOTICE

MEETING OF THE COMMON COUNCIL

TUESDAY, SEPTEMBER 01, 2026 AT 6:30 PM

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

TEAMS: bit.ly/RCTeamsMeeting

AGENDA

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

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. August 18, 2026 Meeting Minutes

MAYOR AND ALDERPERSONS *Committee/Commission/Board Reports; Requests for Future Agenda Items.*

DEPARTMENT HEAD REPORTS

TREASURER'S REPORT

2. Treasurer's Report
3. Utility Treasurer's Report

PAYMENT OF BILLS

4. Bills for Approval

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

DISCUSSION AND POSSIBLE ACTION ITEMS

5. **Public Hearing** on Discontinuation of Shared Ride Taxi Service
6. Consider Discontinuation of the Shared Ride Taxi Service
7. **Resolution 2026-11**: Stating the City of Richland Center's Concerns Regarding the Proposed BECI 765kV Transmission Line and Requesting Action by the Public Service Commission (SCHULTZ)
8. Symons Recreational Complex: Operations, Intergovernmental Agreement Status, and City Contributions (SCHULTZ)
9. Selection and Contract Award for City Attorney / Legal Services
10. Website and Agenda Management Migration & Contract

BUDGET COMMITTEE RECOMMENDATIONS FOR ACTION (WALTERS)

11. WEC Election Security Subgrant Funds
12. Adoption of Purchasing & Procurement Policy

PLANNING COMMISSION RECOMMENDATIONS FOR ACTION (JARVIS)

13. **Consider the Conditional Use Permit Application** of Schreiber Foods Inc to process dairy products at 920 Sextonville Rd (Tax Parcel 276-2100-7630)

PUBLIC SAFETY COMMITTEE RECOMMENDATIONS FOR ACTION (DOWNS)

14. Temporary Alcohol Beverage License for St. Mary's Parish Festival on Sept.19th 2026 from 4pm to 6pm.

PUBLIC WORKS COMMITTEE RECOMMENDATIONS FOR ACTION (SCHULTZ)

15. Recommendation for Award of 2026 Street Maintenance Bid

16. 2026 Dike Inspection Contract

APPOINTMENT & CONFIRMATION *Committees, Commissions and Boards*

CLOSED SESSION

17. Consideration of entering into Closed Session pursuant to Wis. Stat. § 19.85(1)(e) to deliberate or negotiate the investing of public funds or conduct specified public business requiring a closed session for competitive or bargaining reasons, specifically to review status, performance terms, and financial incentives regarding the Development Agreement with Cobblestone Hotels
18. Reconvene into Open Session pursuant to Wis. Stat. § 19.85(2) to consider and take possible action on matters discussed in Closed Session.

ADJOURNMENT

Posted this 28th day of August, 2026 by 6:30 PM.
Copy to the official newspaper the Richland Observer.

PLEASE NOTE: To request disability-related accommodations, please contact City Administrator Ashley Oliphant (608-647-3466 or 450 S. Main St.) at least 24 hours in advance. Notice is hereby given that a quorum of other city governmental bodies may be present at this meeting for informational and discussion purposes only, and no formal action will be taken by those bodies at this meeting. The City of Richland Center is an equal opportunity employer, provider, and lender.

MINUTES OF THE COMMON COUNCIL

TUESDAY, AUGUST 18, 2026 AT 6:30 PM

Richland CENTER
HOMETOWN CHARM. NATURAL BEAUTY.

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

MINUTES

CALL TO ORDER: The meeting was called to order by Mayor Tepley at 6:30 PM. Present: Bradley Wegner, Chris Jarvis, Frank Hoffman, Rachel Schultz, Melony Walters, Douglas Martyniuk, Steve Downs (Virtually), and Ryan Cairns.

Keller confirmed that the agenda was posted on Friday, August 14, 2026, with no subsequent amendments.

APPROVAL OF AGENDA: *Motion by Schultz, second by Hoffman to approve the agenda as presented. Motion carried unanimously (8-0).*

APPROVAL OF MINUTES: *Motion by Hoffman, second by Wegner to waive the reading of the minutes of July 7 and July 15, 2026, in lieu of printed copies and approve said minutes as presented. Motion carried unanimously (8-0).*

MAYOR AND ALDERPERSONS

Walters: Reported a Library Board vacancy for a city resident and encouraged interested residents to contact Library Director, Stacy Pilla or submit the City's online interest form. Walters also reported on the Utility Commission's recent WPPI Energy tour and discussion of the proposed 765-kV transmission line. Walters further reported that the Budget Committee continues preparation of the 2027 budget and completion of a draft procurement policy that will be included for council review at the following meeting.

Schultz: Reported that Public Works Committee continues work on developing snow-removal procedures and a naming/donation policy. The Board of Review met July 30 and will reconvene September 17 at 5:00 p.m. to address possible assessment-roll errors requiring further review.

Schultz further reported that the Natatorium Board is considering corporate memberships and hopes to dedicate the Marty Brewer Trails by the end of October. The Board also reviewed HVAC replacement and other deferred maintenance needs at Symons Recreation Complex. Schultz requested that the matter be placed on the next Council agenda.

Schultz requested that the proposed 765-kV transmission line be placed on the September 1, 2026 Council agenda before the September 7th public-comment deadline, citing possible effects on tourism, agriculture, property values, and natural resources.

Wegner: Reported that a Park Board vacancy remained open.

Hoffman: Raised concerns about a petition reportedly seeking the dismissal of two City employees and encouraged residents with concerns to address the Council publicly.

Tepley: Distributed a draft letter to the Public Service Commission regarding the proposed 765-kV transmission line for Council review and possible action on September 1, 2026.

DEPARTMENT HEAD REPORTS

Glasbrenner, Director of Public Works/Economic Development: Reported summer operations continue, including mowing, stump removal, event logistics, street sweeping, dike storm channel maintenance, road patching, and brush pickup.

TREASURER'S REPORT: Molzof presented June and July 2026 cash-balance reports, noting an ending balance of approximately $10.4 million. Additional updates included creation of separate CDBG and revolving-loan funds, collection efforts for delinquent personal property taxes, and completion of recent election.

Motion by Walters, second by Hoffman to approve the City Treasurers Report as presented. Motion carried unanimously (8-0).

PUBLIC COMMENT

Michelle Elfers, 584 E. 3rd Street, attended to answer questions regarding Lydia's House Ministries.

Greg Peterson, 536 E 4th Street, asked whether portions of the Stori Field development would be dedicated back to the City after construction. He also raised concerns regarding stormwater flooding near his property and the ownership of trees along Cedar Street. Peterson was advised to meet with the Director of Public Works to discuss these matters further.

PAYMENT OF BILLS: *Motion by Walters, second by Hoffman to approve bills from July 8, 2026, through August 13, 2026, as presented in the amount of $810,068.15. Upon roll call vote, motion carried 8-0.*

BUDGET COMMITTEE RECOMMENDATIONS FOR ACTION (WALTERS)

Resolution 2026-10 Establishing Aviation Fuel Prices at the Richland Municipal Airport (93C)

Glasbrenner explained that the resolution establishes a target gross profit of $1 per gallon while allowing pricing adjustments based on market conditions. It delegates pricing authority to the Director of Public Works and City Administrator and prohibits sales below cost.

Motion by Walters, second by Schultz to waive the reading and adopt Resolution 2026-10 establishing aviation fuel prices. Motion passed unanimously (8-0).

GENERAL GOVERNMENT COMMITTEE RECOMMENDATIONS FOR ACTION (CAIRNS)

Consider Agreement with Rhyme Business Products for Municipal Building Copiers

Cairns reported that the City's current copier agreement expires in December 2026. The proposed 60-month agreement would increase office efficacy and reduce the City's monthly cost by $95.49.

Motion by Cairns, second by Walters to approve Rhyme Agreement No. 3289343, 60-month contract as presented, monthly base payment of $477.71 for replacement of 3 copiers/scanners/fax with 2 Sharp BP-71C31 MFPs. Upon roll call vote, motion carried 8-0.

Consider Request from Lydia's House Ministries Regarding Warranty Deed, Title Search, and Loan Forgiveness for Property Located at 929 W Seminary St (Tax Parcel 276-2012-0900)

Motion by Cairns, second by Schultz to authorize the City Administrator and legal counsel to proceed as follows regarding property located at 929 W Seminary St (Tax Parcel 276-2012-0900):

1. *Procure a title search on the property, with costs paid from the general fund.*
2. *If the title search reveals no defects, encumbrances, or other issues warranting further Council review, proceed to convey the property to Lydia's House Ministries, including preparing and delivering a warranty deed.*
3. *Before or at the time of conveyance, take the steps necessary to release the mortgage of record so the property transfers free and clear of that encumbrance. The disposition of the underlying note and any action to recover the sums owed by SWCAP is reserved for separate Council determination and is not authorized or waived by this motion.*
4. *Execute an operating agreement with Lydia's House Ministries requiring continued operation of the property as transitional residential housing for homeless families for a term of not less than ten (10) years, secured by a recorded deed restriction or right of reverter so the use requirement runs with the land, ensuring the public investment in this conveyance serves its intended public good.*

If the title search identifies any issue, or if the mortgage cannot be satisfied and released before or at conveyance, the matter shall return to the Council for direction before the City.

Upon roll call vote, motion carried 7-0 with Hoffman abstaining.

PLANNING COMMISSION RECOMMENDATIONS FOR ACTION (JARVIS)

Ordinance No. 2026-09 Amending Chapter 485 to Authorize Electronic Message Center Signs on Public Property

Jarvis reported that electronic message center signs currently exist at the Community Center and have also been considered by the Library. Ordinance No. 2026-09 would amend Chapter 485 to authorize electronic message center signs on public property.

Motion by Jarvis, second by Hoffman to waive the reading and adopt Ordinance No. 2026-09 amending Chapter 485 of the Code of Ordinances of the City of Richland Center to authorize electronic message center signs on public property. Motion carried unanimously (8-0).

PUBLIC SAFETY COMMITTEE RECOMMENDATIONS FOR ACTION (DOWNS)

Approval of Licenses (if any): *Motion by Schultz, second by Downs to approve the licenses listed below to the Richland County Performing Arts Council Inc. dba City Auditorium, 182 N Central Ave, Agent: Michael J. Cosgrove. Motion carried unanimously (8-0).*

- "Class B" – Beer License (On-premise Consumption)
- Class "C" – Wine License (On-premise Consumption)

APPOINTMENT & CONFIRMATION: *Motion by Schultz, second by Cairns to confirm the mayoral appointment of Evan Ewing to Park Board. Upon roll call vote, motion carried 5-2, with Wegner and Jarvis opposing and Hoffman abstaining.*

ADJOURNMENT: *Motion by Walters, second by Downs to adjourn at approximately 7:10 PM. Motion carried unanimously (8-0).*

Meeting adjourned at approximately 7:10 PM.

Respectfully submitted

Amanda R. Keller, City Clerk

City of Richland Center - Finance Committee Council Payment Approval Report - September, 2026
Invoices Approved by Dept Head Entered into System between 08/19/2026 and 08/27/2026

Item 4.

Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
TOTAL	*AFLAC*	*Payroll - EE Withholding*		*$ 131.34*			
ALLIANT ENERGY/WPL	8/17/2026	PW/Streets: Street Lts 14-Walmart	$ 16.82		8/27/2026		
TOTAL	*ALLIANT ENERGY/WPL*			*$ 16.82*			
AMAZON CAPITAL SERVICES	8/3/2026	Elections: Returned Supplies Purchased - Aprons	$ (26.99)				
AMAZON CAPITAL SERVICES	8/24/2026	PW/B&G: Robb Shop Cameras	$ 259.98				
TOTAL	*AMAZON CAPITAL SERVICES*			*$ 232.99*			
TOTAL	*American Heritage L*	*Payroll - EE Withholding*		*$ 146.93*			
ASSURITY LIFE INSURANCE COMPANY	8/26/2026	ASSURITYPOSTTAX Pay Period: 08/21/2026	$ 92.44		8/27/2026		
TOTAL	*ASSURITY LIFE INSURANCE COMPANY*			*$ 92.44*			
Baer Insurance	8/24/2026	Insurance: Workmans Comp	$ 9,734.44				
Baer Insurance	8/24/2026	Insurance: Workmans Comp - Utility Portion	$ 5,619.56				
Baer Insurance	8/24/2026	Insurance: Liability, Auto, Crime & Cyber Q4 2026	$ 8,252.91				
Baer Insurance	8/24/2026	Insurance: Liabilty, Auto, Crime & Cyber Q4 2026 - Utilities	$ 12,175.09				
TOTAL	*Baer Insurance*			*$ 35,782.00*			
TOTAL	*Champion Health*	*Payroll - EE Withholding*		*$ 190.00*			
CITY UTILITIES	8/21/2026	City: Firewall End/Point Monthly	$ 206.10				
TOTAL	*CITY UTILITIES*			*$ 206.10*			
CORNERSTONE SERVICE	7/22/2026	PW/B&G: 2019 Ford Police Interceptor - Front Stabilizer Bar, Sway Bar, Struts	$ 1,371.44		8/27/2026		
TOTAL	*CORNERSTONE SERVICE*			*$ 1,371.44*			
EWALD CHEVROLET BUICK LL	8/26/2026	Police: 2026 Dodge Truk Vapor Gray, 1C4SDJFT2TC320749	$ 43,995.00		8/27/2026		
TOTAL	*EWALD CHEVROLET BUICK LL*			*$ 43,995.00*			
FILLBACK FORD, INC	8/10/2026	PW/Streets: 2017 Ford A/C Evaporator Plugged	$ 1,942.01				
TOTAL	*FILLBACK FORD, INC*			*$ 1,942.01*			
HOLIDAY WHOLESALE	8/12/2026	Parks & Rec: WAC Concessions	$ 151.57				
HOLIDAY WHOLESALE	8/19/2026	Parks & Rec: senior center coffee filters	$ 85.25				
TOTAL	*HOLIDAY WHOLESALE*			*$ 236.82*			
TOTAL	*INTERNAL REVENUI*	*Payroll - EE Withholding & ER Portion of FICA*		*$ 20,148.88*			
METCO, INC	7/14/2026	PW/Airport: July 2026 Monthly Airport Inspection	$ 5.00		8/27/2026		
TOTAL	*METCO, INC*			*$ 5.00*			
TOTAL	*MetLife*	*Payroll - EE Withholding*		*$ 223.91*			
NEUMAN POOLS INC	5/27/2026	Parks & Rec: Help with Pool Opening	1,510.00		8/27/2026		
TOTAL	*NEUMAN POOLS INC*			*$ 1,510.00*			
Pine River Tire & Auto LLC	8/24/2026	PW/B&G: New Tube & Mount	$ 56.44		8/27/2026		
TOTAL	*Pine River Tire & Auto LLC*			*$ 56.44*			
QUAIL RUN GOLF LINKS	7/29/2026	Parks & Rec: Golf Recreation - 13 Kids 1st Session, 2 Kids 2nd Session	$ 375.00		8/27/2026		
TOTAL	*QUAIL RUN GOLF LINKS*			*$ 375.00*			
RICHLAND CENTER POLICE PROFESSIONAL	8/26/2026	UNION DUES POLICE UNION DUES Pay Period: 08/21/2026	$ 250.00		8/27/2026		
TOTAL	*RICHLAND CENTER*	*Payroll - EE Withholding*		*$ 250.00*			
RUNNING, INC	8/11/2026	Taxi: Shared Ride Taxi Service - July 2026 - 874.4 Hours	$ 33,734.35		8/27/2026		
RUNNING, INC	8/11/2026	Taxi: Shared Ride Taxi Service - July 2026 - Fare Revenue	$ (24,102.00)		8/27/2026		
TOTAL	*RUNNING, INC*			*$ 9,632.35*			
SIMPSON'S TRACTOR, INC	8/19/2026	PW/Streets: Shear Bolts	$ 4.00				
SIMPSON'S TRACTOR, INC	8/20/2026	PW/Streets: Shear Bolts	$ 6.00				

City of Richland Center - Finance Committee Council Payment Approval Report - September, 2026
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Vendor Name	Inv Date	Description	Amount	Vendor Total	Date Paid	Comm/Board	Date Approved
TOTAL	*SIMPSON'S TRACTOR, INC*			*$ 10.00*			
Sit & Git Portables, LLC	8/24/2026	PW/B&G: Parks Portable Units	$ 860.00		8/27/2026		
TOTAL	*Sit & Git Portables, LLC*			*$ 860.00*			
SOUTHWESTERN WI REGIONAL	6/30/2026	Admin/Ec Dev: DOR Innovation Planning Grant - Q2 2026	$ 3,940.03		8/27/2026		
TOTAL	*SOUTHWESTERN WI REGIONAL*			*$ 3,940.03*			
TITLEWORKS, LLC	8/20/2026	City Property: Title Search - Lydias House, 929 W Seminary, 276-2012-0900	$ 100.00		8/27/2026		
TOTAL	*TITLEWORKS, LLC*			*$ 100.00*			
US BANK	8/24/2026	Clerk/Treas: New Desks for Office	$ 4,694.09				
US BANK	8/13/2026	PW/B&G: Weed Killer	$ 499.97				
TOTAL	*US BANK*			*$ 5,194.06*			
VIERBICHER ASSOCIATES, INC	8/19/2026	Professional: HUD Grant Administration - Andrew R Kurtz	$ 820.00		8/27/2026		
TOTAL	*VIERBICHER ASSOCIATES, INC*			*$ 820.00*			
WALSH'S ACE HARDWARE	8/10/2026	PW/Streets: V Belt	$ 44.00		8/27/2026		
TOTAL	*WALSH'S ACE HARDWARE*			*$ 44.00*			
TOTAL	*WI Deferred Compe*	*Payroll - EE Withholding*		*$ 1,203.48*			
TOTAL	*WI Dept of EE Trust*	*Payroll - EE Withholding & ER Portion of Benefit*		*$ 37,947.21*			
TOTAL	*WI DEPT OF REVEN*	*Payroll - EE Withholding*		*$ 3,311.25*			
TOTAL	*WORKSITE SOLUTI(*	*Payroll - EE Withholding*		*$ 23.35*			

TOTAL BILLS PRESENTED FOR APPROVAL: General Fund **$ 169,998.85**

The bills presented on this day (excluding any Library Fund invoices) having been referred to the Appropriate Committees, including Public Works, General Government, Public Safety, Park Board, and Budget
and said committees 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: September 1, 2026

Filed in the office of the City Clerk/Treasurer

RESOLUTION NO. 2026-11

A RESOLUTION STATING THE CITY OF RICHLAND CENTER'S CONCERNS REGARDING THE PROPOSED BECI 765 kV TRANSMISSION LINE AND REQUESTING ACTION BY THE PUBLIC SERVICE COMMISSION OF WISCONSIN

WHEREAS, Midcontinent Grid Solutions (MGS), a joint venture of Transource Energy, LLC and BHE Transmission, was selected by MISO in January 2026 to develop the Bell Center to Columbia to Sugar Creek to Illinois/Wisconsin State Line 765 kV transmission project (BECI), roughly 190 miles of new 765 kV line across a nine county study area that includes Richland County and the City of Richland Center; and

WHEREAS, the BECI project would connect at Bell Center with the MariBell Transmission Project, a separate 765 kV project being developed by Dairyland Power Cooperative and GridLiance Heartland, LLC, so that two 765 kV projects would converge in this region; and

WHEREAS, MGS has published route study segments and is accepting public comment through September 7, 2026, and expects to file a CPCN application with the Public Service Commission of Wisconsin in early 2027; and

WHEREAS, the proposed line is a high-voltage transmission line that requires a Certificate of Public Convenience and Necessity (CPCN) from the Public Service Commission of Wisconsin under Wis. Stat. sec. 196.491(3) before it may be constructed; and

WHEREAS, the Common Council has the management and control of city property and the power to act for the health, safety, and welfare of the public, and the Council finds that the proposed project may affect both city property and the public health, safety, and welfare; and

WHEREAS, the proposed corridor may directly affect homes, farms, and businesses in and around the City, including the potential displacement of residences and disruption to local businesses; and

WHEREAS, the scenic, agricultural, and tourism value of the Driftless Area is central to the regional economy, and the proposed line may reduce that value; and

WHEREAS, the proposed line may affect migratory and resident bird populations, waterways, and wildlife habitat; and

WHEREAS, 765 kV infrastructure is associated with audible noise and visible corona discharge, particularly under humid conditions; and

WHEREAS, the City of Richland Center owns Richland Airport (FAA identifier 93C), also known as the Richland Center Municipal Airport, a public use airport about four nautical miles southeast of the City with a 3,200 foot primary runway and a 1,500 foot turf runway, and the airport is city property that the Council is charged with managing; and

WHEREAS, project materials describe support structures of roughly 175 feet above ground level, and other published estimates are higher, so the project may require notice to the Federal

Aviation Administration under 14 C.F.R. sec. 77.9 and may require a permit from the Secretary of Transportation under Wis. Stat. sec. 114.135, depending on the final structure heights, their distance from the airport, and any applicable zoning; and

WHEREAS, given the scale and permanence of this infrastructure and timeline the developers have proposed, the Council questions whether the public information and consultation process to date has been adequate; and

WHEREAS, alternative routes, co-location with existing transmission corridors, undergrounding, or other design modifications may materially reduce the impacts of the project; and

WHEREAS, the City wishes to place its concerns on the record early in the public input process and to be recognized as a participant as the CPCN proceeding moves forward; and

WHEREAS, the City intends to remain engaged throughout this process and may petition to formally intervene once the CPCN application is filed.

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

1. **Findings adopted.** The recitals set forth above are adopted as findings of the Common Council and are incorporated into this resolution.
2. **Statement of concern.** The City of Richland Center has concerns about the proposed BECI 765 kV transmission line, including the direct impacts on homes, farms, and businesses along the proposed corridor; the loss of scenic, agricultural, and tourism value in the Driftless Area; the environmental impacts to birds, waterways, and wildlife habitat; the noise and corona discharge effects associated with 765 kV infrastructure; the effects on the Richland Center Municipal Airport, its approaches, and low altitude agricultural aviation in the area; the adequacy of the public information and consultation process to date; and whether alternative routes, co-location, or design modifications could materially reduce these impacts.
3. **Requests to the Commission.** The City respectfully requests that the Public Service Commission of Wisconsin:
    a. Ensure that the City of Richland Center and Richland County receive timely, complete notice of all filings, hearings, and deadlines in this docket;
    b. Give full consideration to alternative routes and design modifications, including undergrounding or co-location with existing corridors, that would reduce impacts on the City and its residents;
    c. Require a thorough Environmental Impact Statement under the Wisconsin Environmental Policy Act, Wis. Stat. sec. 1.11, that addresses the cumulative effects of the BECI and MariBell projects on this region;
    d. Require a completed federal aviation review before any certificate is issued, including notice to the Federal Aviation Administration on FAA Form 7460-1 under

14 C.F.R. sec. 77.9, a completed FAA aeronautical study, and a determination of no hazard to air navigation under 14 C.F.R. sec. 77.31 for every structure that affects Richland Center Municipal Airport (93C) or its approaches; require coordination with the Wisconsin Department of Transportation Bureau of Aeronautics on any permit required under Wis. Stat. sec. 114.135; and require that the environmental review evaluate the project's effects on low altitude agricultural aviation in the area; and

e. Allow adequate time and opportunity for the City, Richland County, and affected residents to be heard before any decision is made.

4. **Notice and participation.** Because no CPCN application has yet been filed and no docket has yet been opened, the City requests that the Commission add the City of Richland Center to its notice and service list for this project, that this resolution be placed in the Commission's file for the project and entered into the docket record once a docket is opened, and that the City be recognized as a participant in the proceeding.

5. **Authorization to intervene.** The Mayor and the City Administrator, with the advice of the City Attorney, are authorized to petition the Commission for formal intervenor status on behalf of the City once the CPCN application is filed, and to take any further action consistent with this resolution.

6. **Transmittal.** The City Clerk is directed to send a certified copy of this resolution to the Public Service Commission of Wisconsin, Attn: Environmental Review Coordinator, P.O. Box 7854, Madison, WI 53707-7854, with a request that it be placed in the Commission's file for this project and entered into the docket record once a docket is opened.

7. **Effective date.** This resolution takes effect upon adoption and publication or posting as required by law.

ADOPTED by the Common Council of the City of Richland Center, Wisconsin, this 1st day of September, 2026, by the following vote: AYES: _____, NOS: ____, Abstain/Absent: ____.

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

ATTEST:

________________________________	___________________________
Karin Tepley, Mayor	Amanda Keller, City Clerk
Date: ___________________________	Date: _________________________

AXLEY

WILLIAM S. COLE
wcole@axley.com
608.283.6766

August 25, 2026

Via Overnight Delivery

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

RE: City Attorney – Contracted Municipal Legal Services
RFP No. 2026-01

Dear Ms. Oliphant:

Thank you for the opportunity to present a proposal to provide legal services to the City of Richland Center. Enclosed please find a response to RFP questions, and aa copy of our municipal services brochure describing the background and qualifications of myself and the members of the municipal practice group, and a representative listing of our municipal clientele.

Axley LLP is a full service law firm, comprised of more than 60 attorneys, with offices in Madison and Waukesha. We serve as general counsel to over 50 municipal entities throughout the State of Wisconsin, including several intergovernmental entities. We also serve many municipalities on specific legal matters. As such, we are fully versed in all aspects of municipal law.

Please feel free to contact me if I can provide any further information.

AXLEY LLP

William S. Cole

WSC:sbh
Enclosures

AXLEY

FIRM/ATTORNEY PROFILE, INCLUDING OFFICE LOCATION(S) AND THE INDIVIDUAL(S) WHO WOULD BE PRIMARILY RESPONSIBLE FOR CITY WORK.

We firmly believe the best way to provide cost-effective and timely municipal service is to combine the expertise of many different municipal attorneys of varying specialties, with the responsiveness of a single point of contact. By utilizing individuals with specific expertise to suit the issue, and specifically trained non-attorney municipal staff, I am confident we can provide service as cost effectively as our competitors, notwithstanding any variation in hourly rates.

To that end, William Cole would serve as the City Attorney and bear overall responsibility for all legal services to the City, with support from other of the firm's municipal attorneys, paralegals, and non-municipal specialists as appropriate for specific matters. In that way, the City would have a single point of contact but benefit from the resources of a large firm. I would be available by cell phone on a 24/7 basis. Other attorneys of the firm's municipal practice would also regularly perform work for the City as appropriate based on their specific expertise:

Michelle Martin	Lori Lubinsky
Kathryn Sawyer Gutenkunst	Robert Procter
Danielle Tierney	Connor Mooney
Christopher Nelson	Michael Van Kleunen

Detailed biographies for each of the above attorneys and myself are included in the attached municipal services brochure.

RELEVANT MUNICIPAL/PUBLIC-SECTOR EXPERIENCE AND REPRESENTATIVE CLIENTS.

Axley serves as general counsel to more than 50 municipal entities throughout the State of Wisconsin. This includes all range of entities – counties, cities, villages, towns, development authorities, library boards, plan commissions, boards of review, police and fire commissions, and entities created by intergovernmental agreement. Additionally, we serve as special counsel to numerous additional municipalities on an as needed or special occurrence basis.

As a firm we have over 60 attorneys. We have a team of attorneys, paralegals, and staff devoted to the municipal practice of law. We have practiced in the municipal field for over 60 years. As such, our municipal attorneys are advising municipal leaders and assisting them on a daily basis. This work includes, but is certainly not limited to the following examples:

Please refer to the attached municipal services brochure for a specific listing of municipal clientele and our public sector experience.

RESUMES OR BIOGRAPHIES OF ASSIGNED ATTORNEYS AND KEY STAFF.

Please refer to the attached municipal services brochure.

STATEMENT OF AVAILABILITY, RESPONSE-TIME COMMITMENTS, AND COVERAGE ARRANGEMENTS.

We are confident we will be able to exceed the response times requested in the request for proposals. As to matters which are urgent, principal city officials will have the cell phone number of myself and several of the other municipal attorneys. We are available on a 24/7 basis and will be able to respond as needed.

Myself, or one of the other municipal attorneys, will be able to attend all meetings for which the City requests attendance. We can appear in person or remotely, as requested by the City.

STATEMENT OF OFFICE LOCATION AND WILLINGNESS TO ATTEND IN-PERSON MEETINGS (RESPONSIVE TO SECTION 5).

Our offices are located in Madison and Waukesha. Attorney Cole works out of the Madison office. Significantly, he also maintains a residence outside of Plain, WI, and often works from there. As such, travel time can be minimized. We appreciate the concern for additional expense due to a non-local presence. We would encourage you to contact the city manager in Platteville, WI. We have represented the City of Platteville since 2017. We believe they will report to you the geographical distance has not been a problem.

Whenever any of the municipal attorneys are out of the office for an extended leave, backup individuals are assigned and available as needed. City officials will be given their names and points of contact prior to any such absence.

FEE PROPOSAL.

Services would be billed as follows to the nearest $1/10^{th}$ of an hour by all attorneys:

General Municipal/Municipal Court Matters	$287 per hour
Litigation Matters	$387 per hour
TIF/Development/Other Matters	$411 per hour

We are open to a flat-fee / retainer arrangement, but would need additional information in order to provide a specific amount.

Staff are billed at various rates depending on the person. Fees are revised annually at the beginning of each year. Itemized invoices are sent on a monthly basis and payment is requested within 30 days.

All out-of-pocket expenses would be charged at cost without administrative write-up and supported by invoices provided upon request. Travel expenses would be billed at the standard business mileage reimbursement rate set annually by the IRS. Our office is equipped with videoconferencing capabilities (Zoom, Teams, etc.) to allow for remote appearances at meetings as requested.

It is likely our hourly rates will not be the lowest of our competitors. However, I am confident we can fulfill the responsibilities to the City at a lower total cost. To that end, I would encourage you to request the monthly invoices for any of our communities (they are all obviously public record) and compare them to the monthly invoices of any of the other firms you are considering.

CONFLICT-OF-INTEREST DISCLOSURE.

The firm currently has no existing conflicts with the City. To the extent any conflict would arise, we would seek to obtain conflict waivers if appropriate. If we are unable to obtain a conflict waiver, we will secure substitute counsel as required by the code of ethics.

AT LEAST THREE (3) REFERENCES, PREFERABLY FROM WISCONSIN MUNICIPAL CLIENTS, WITH CONTACT INFORMATION.

I have listed the below references for communities I believe are pertinent to the City. However, I am proud to say I have a good working relationship with all of the public officials with whom I work. I would encourage you to contact the leadership of any municipality for whom we serve. I am confident any of which we represent will speak well of the service we provide.

Ms. Caz Muske
City Manager
City of Platteville
608-348-1821
citymanager@platteville.org

Mr. Neil Stechschulte
City Administrator
City of Monona
(608) 222-2525
neil@ci.monona.wi.us

AXLEY

Mr. Dean Grosskopf
Town Administrator
Town of Westport
(608) 849-4372
dgrosskopf@townofwestport.org

Ms. Tina Butteris
Village Administrator
Village of Windsor
(608) 888-0066
tina@windsorwi.gov

EVIDENCE OF WISCONSIN BAR ADMISSION AND PROFESSIONAL LIABILITY COVERAGE.

Attorney	WI Bar #
Bill Cole	1011623
Michelle Martin	1018136
Lori Lubinsky	1027575
Kathryn Sawyer Gutenkunst	1000329
Robert Procter	1034777
Danielle Tierney	1096371
Connor Mooney	1119779
Christopher Nelson	1113547
Michael Van Kleunen	1113958

The Firm's certificate of insurance is attached, documenting $15 million in coverage.

ANY ADDITIONAL INFORMATION THE PROPOSER BELIEVES IS RELEVANT.

My philosophy in providing municipal services is simple -- the ability of myself, and all of the people associated with me, to support our families depends on our clients being satisfied with our work. Absent a catastrophe, all phone calls and emails will be returned or responded to within 24 hours, usually within a couple of hours. All tasks are assigned an internal deadline and responsible attorney. They are then tracked by my assistant and discussed with me each morning to ensure they are fulfilled within the City's timeline. I welcome, and will seek out, constructive criticism in an effort to constantly improve our service. I believe the best indication of my dedication to providing the best possible service is the fact that I still represent every municipality that has hired me as their municipal attorney in my entire 36 year career.

33 East Main Street
Suite 500
Madison, WI 53703-3095

Mailing Address:
P.O. Box 2038
Madison, WI 53701-2038

Phone:
608.257.7181

Fax:
608.257.2508

www.murphydesmond.com

MurphyDesmond S.C.
LAWYERS

August 26, 2026

Ashley Oliphant
City Administrator
City of Richland Center
450 S. Main Street
Richland Center, WI 53581
Via email

RE: RFP Response for Contracted Municipal Legal Services

Dear Ms. Oliphant:

I am proud to submit the attached as Murphy Desmond S.C.'s response to the City's Request for Proposal for contracted legal services. Murphy Desmond is now able to offer not only the local representation the City has enjoyed for the past several years, but a robust team of attorneys and legal professionals who will be able to respond to the City's legal needs more quickly and thoroughly. Additionally, we are able to offer a broader range of services, which will hopefully reduce the City's reliance on other outside counsel.

If you have any questions regarding our response, or if you need anything further, please do not hesitate to contact me.

Sincerely,

Michael S. Windle

PROPOSAL

IN RESPONSE TO
REQUEST FOR PROPOSALS
CITY ATTORNEY– LEGAL SERVICES
ISSUED BY THE
CITY OF RICHLAND CENTER

Prepared by:

MURPHY DESMOND S.C.

33 East Main Street, Suite 500
Madison, WI 53703
Ph: (608) 257-7181

and

101 East Milwaukee Street, Suite 301
Janesville, WI 53545
Ph: (608) 314-3800

and

15 Park Place, Suite 300
Appleton, WI 54914
Ph: (920) 882-7630

and

126 North Iowa Street
Dodgeville, WI 53533
Ph: (608) 937-0467

August 26, 2026

MurphyDesmond S.C.
LAWYERS

I. EXPERIENCE AND FIRM QUALIFICATIONS

We are pleased to present this proposal to the City of Richland Center to provide for its general legal services. Murphy Desmond was founded in 1931, and is proud of its long-standing tradition, professional service and innovation. With over thirty practicing and emeritus attorneys supported by an experienced staff of legal professionals, Murphy Desmond is a full-service law firm that provides clients with high-quality legal services and advice. Murphy Desmond provides timely and innovative solutions in the areas of municipal law, business law, collections, real estate law, immigration law, construction law, labor and employment law, litigation, bankruptcy law, as well as other practice areas. Because of the breadth and depth of our experience, we believe that we are uniquely qualified to provide the legal services that the City requires.

The core of the municipal law group, Mr. Morgan, Mr. Fleming, Mr. Braithwaite, Mr. Windle and Ms. Jens, have combined, over 80 years of experience providing legal representation to local units of government, throughout the State, as both general counsel as well as for litigation or other special projects. During their careers, they have dealt extensively with all areas of local governmental law. More specific details can be found below in our discussion of each attorney and in their accompanying bios. In addition to their long history and depth of experience in all areas of municipal law, our municipal law team also includes Attorney Matthew J. Frank, former Secretary of the Wisconsin Department of Natural Resources and Assistant Attorney General who provides substantial expertise in the areas of environmental and state administrative and regulatory law, and Attorney Michael S. Windle, who currently serves as the City Attorney for Richland Center.

Our experience is varied, and our range of our local governmental clients runs from being the primary counsel for the City of Middleton, a growing, urbanized community on the west side of Madison, to the Town of Brigham, a rural town in Iowa County, on the other. This breadth of experience will allow Murphy Desmond to readily perform all aspects of the Scope of Services to be Provided listed in the City's RFP.

As a further illustration of our base of knowledge and experience, below is a list of cases in which Murphy Desmond attorneys have represented either local governments or private parties on local governmental matters in published Court of Appeals and Supreme Court cases. This list does not include the numerous unpublished Court of Appeals opinions which do not create binding legal precedent, or ongoing appeals in which our attorneys are involved.

Wisconsin Court of Appeals Cases

Bloomer Hous. Ltd. P'ship v. City of Bloomer, 2002 WI App. 252, 257 Wis. 2d 883, 653 N.W.2d 309;

***KW Holdings, L.L.C. v. City of Windsor*,** 2003 WI App. 9, 258 Wis. 2d 357, 656 N.W.2d 752 (subdivision/annexation);

Town of Windsor v. City of DeForest, 2003 WI App. 114, 265 Wis. 2d 591, 666 N.W.2d 31 (annexation);

Mineral Point Valley Ltd. P'ship v. City of Mineral Point Bd. of Review, 2004 WI App. 158, 275 Wis. 2d 784, 686 N.W.2d 697;

D.S.G. Evergreen F.L.P. v. Town of Perry, 2007 WI App. 115, 300 Wis. 2d 590, 731 N.W.2d 667;

State ex. rel Herro v. City of McFarland, 2007 WI App. 172, 737 N.W.2d 55 (open meetings law);

State ex rel. Gehl v. Connors, 2007 WI App. 238, 306 Wis. 2d 247, 742 N.W.2d 530 (Mandamus action seeking production of public records);

State ex. rel Kuehne v. Burdette, 2009 WI App. 119, 320 Wis. 2d 784, 772 N.W.2d 225 (constitutionality of incorporation process);

Bonstores Realty One, LLC v. City of Wauwatosa, 2013 WI App. 131, 351 Wis. 2d 439, 839 N.W.2d 893 (Property tax assessment challenge on mall department store property);

Wisconsin Supreme Court Cases

Wis. Dolls, LLC v. Town of Dell Prairie, 2012 WI 76, 342 Wis. 2d 350, 815 N.W.2d 690 (Challenge against the imposition of significant new restrictions on alcohol license without proper procedure);

McKee Family I, LLC v. City of Fitchburg, 2017 WI 34, 374 Wis. 2d 487, 893 N.W.2d 12 (Property owner challenge of rezoning based on vested rights);

DSG Evergreen Family Ltd. P'ship v. Town of Perry, 2020 WI 23, 390 Wis. 2d 533, 939 N.W.2d 564. (Regarding Town obligations to complete a project for which eminent domain was exercised.)

Existing Municipal Clients and References

The following is a list of current municipal clients of Murphy Desmond. For reference purposes, Mr. Morgan's closest recent working relationships are with the City of Edgerton, the Villages of New Glarus and Monticello, the Towns of Lodi, Fulton and Albion. Mr. Fleming's closest recent working relationships are with the City of Middleton, Town of Vienna, Town of Dekorra and the Town of Dunn and he is currently handling litigation and other special matters for the City of Eau Claire and City of Oshkosh. Mr. Braithwaite's closest working relationship is with the City of Eau Claire, where he handles various property tax litigation matters. Ms. Jens' closest working relationships are with the City of Edgerton, City of Middleton and the City of New Glarus. You are free to contact any of the contacts for a reference.

City of Middleton
Bryan Gadow, City Administrator
7426 Hubbard Avenue
Middleton, WI 53562
(608) 821-8358
bgadow@cityofmiddleton.us

City of New Glarus
(General Services/Prosecutions)
Kelsey Jenson, Administrator
319 Second Street
New Glarus, WI 53574
(608) 527-5971
administrator@newglarusvillage.com

City of Eau Claire
City Attorney Stephen C. Nick
203 S. Farwell Street
Eau Claire, WI 54702-5148
(715) 839-6006
Stephen.Nick@eauclairewi.gov

Town of Brigham
Kirstin K. Melton, Town Clerk
407 East Highway ID
Barneveld, WI 53507
(608) 924-1013
office@tn.brigham.wi.gov

Town of Dunn (Prosecutions)
Andrea Zacharias, Professional Judicial Assistant
4156 County Road B
McFarland, WI 53558
(608) 838-1081 x 201
azacharias@townofdunnwi.gov

City of Edgerton
(General Services/Prosecutions)
Ramona Flanigan, City Administrator
12 Albion Street
Edgerton, WI 53534
(608) 844-3341
rflanigan@edgerton.wi.gov

Town of Oregon (General Services)
Jennifer Hanson, Clerk
1138 Union Road
Oregon, WI 53575
(608) 835-3200
jhanson@townoforegonwi.gov

Town of Fulton (Prosecutions)
Chief Tom Kunkle
2738 W Fulton Center Drive
Edgerton, WI 53534
(608) 868-4103
townoffulton.wi.gov

City of Oshkosh
(Eminent Domain and Real Estate Matters)
Amy Vanden Hogen, City Attorney
215 Church Avenue
Oshkosh, WI 54903
(920) 236-5115
avandenhogen@oshkoshwi.gov

Town of Lodi
(General Services/Prosecutions)
Shellie Benish, Administrator
W10919 County Road V
Lodi, WI 53555
(608) 592-4868
townoflodi@tn.lodi.wi.gov

Town of Dekorra (General Services)
Holly Priske, Town Clerk
W8225 CTY JV
PO Box 536
Poynette, WI 53955
(608) 635-2014
townclerk@dekorra-wi.gov

Village of Monticello
(General Services/Prosecutions)
Aaron Bittner, City President
140 North Main Street
Monticello, WI 53570
(608) 938-4383
a.bittner@monticellowi.gov

Town of Albion
(General Services/Prosecutions)
Julie Hanewall, Clerk/Treasurer
620 Albion Road
Edgerton, WI 53534
608-884-8974
jhanewall@townofalbion.net

Town of Vienna
(General Services)
Kathleen Clark, Town Clerk
7161 County Highway I
DeForest, WI 53532
(608) 846-3800
clerk@viennawi.gov

List of Murphy Desmond Attorneys and Shareholders

The following is a list of all of Murphy Desmond's attorneys, as well as principals. We are happy to provide specific biographies for each attorney upon request. (Shareholders are shown in bold *italics.*)

Peter A. Bazianos
Alex J. Becker
Ryan G. Braithwaite
Julianne M. Brock
Jonathan P. Bruni
Gretchen J. Burgess
Axel Candelaria Rivera
Sarah H. DeKraay
Matthew J. Fleming
Matthew J. Frank
Liam F. Gilhooly
Dave M. Gorwitz
Gayle B. Jebbia
Katherine A. Jens
Vernon J. Jesse
Katie E. Kelly
Daniel J. Lipman
Glorily A. Lopez
Thais S. Marques
Daniel J. McGarry
Mario D. Mendoza
Stephen L. Morgan
William E. Morgan
Jason J. Reed
Lane Rideout
Scott G. Salemi
Walter R. Stewart
Emma K. Stippich
Lydia N. Thompson
Harvey L. Wendel
Ruth Westmont
Michael S. Windle
Jane F. (Ginger) Zimmerman

II. ATTORNEYS PRIMARILY RESPONSIBLE FOR SERVICES

We propose that Michael S. Windle be the primary service provider to the City for the legal services. Other members from the rest of our municipal team are available as needed. The members of our municipal team have decades of experience in municipal work and are each eminently qualified to provide the services that the City requires. Mr. Morgan and Mr. Fleming each have extensive experience in all facets of the municipal work outlined in the City's request for qualifications and beyond, and Mr. Windle is familiar with the City's specific legal needs. Below is a brief description of each attorney's background. Further information is included in the firm biographies included with this proposal.

William E. Morgan

Mr. Morgan is a shareholder at Murphy Desmond, joining Murphy Desmond in 2009 after serving as the Green County Corporation Counsel for 11 years, and as assistant corporation counsel for Barron County before that. He is currently the City Attorney and prosecutor for the City of Edgerton, as well as being the City Attorney and prosecutor for both the City of New Glarus and the City of Monticello and the prosecutor for the Towns of Albion, Fulton and Lodi. In addition to his work as a prosecutor, Mr. Morgan focuses his practice on employment, open meetings and public records law, municipal litigation and human resources. He also provides as needed municipal legal services for a number of other communities as well as providing services to Murphy Desmond's other general clients as needed, particularly on employment-related matters. Finally, Mr. Morgan serves as the Firm's chief ethics officer and has previously served on the District 12 Board of Professional Responsibilities for the State Bar.

Matthew J. Fleming

Mr. Fleming is a shareholder at Murphy Desmond and has been with the firm for over 25 years. His practice is focused on municipal law and related areas including land use regulation, economic development, construction and other contracts, alcohol and other licensing and permitting issues, open meetings and public records law, ordinance drafting, real estate, special assessments, eminent domain, general litigation and municipal court prosecution. He has been practicing local government law for over 27 years beginning with his employment as Assistant City Attorney for the City of La Crosse in 1999. Mr. Fleming is the City Attorney for the City of Middleton and Town Attorney for the Towns of Brigham and Dekorra. He has experience in all areas of municipal law, including tax incremental financing agreements, and is handling special matters for the City of Eau Claire and City of Oshkosh.

Ryan G. Braithwaite

Mr. Braithwaite's legal practice focuses on municipal law, municipal litigation, and general litigation in Wisconsin. He has over 20 years of experience representing municipalities in contract disputes, defense of high-end property tax appeals, eminent domain, handling special assessments, land use, zoning regulations, drafting municipal ordinances and contracts, and open meetings/records.

Additionally, Mr. Braithwaite has significant litigation experience in matters such as commercial disputes, contract disputes, product liability, insurance defense, trademark and copyright, federal and appellate litigation, and personal injury cases, and has argued before the Wisconsin Court of Appeals and the 7th Circuit.

Katherine A. Jens

Ms. Katherine (Katie) Jens, a graduate of Florida State University College of Law, comes to Murphy Desmond with an interest in planning and zoning, as well as environmental law. Her attention to detail, research, and drafting capabilities have already proven to be instrumental to a number of our firm's municipal clients and we expect that she will continue to be a valuable member of the municipal team in the years to come. She is currently providing back-up prosecutorial services for the City of Edgerton and the Towns of Fulton and Albion on as needed basis.

Support and Backup

Murphy Desmond is a full-service law firm and has ample support from a dedicated team of legal assistants, paralegals, and IT personnel. As such, there will always be someone available to provide any service the City requires.

As far as attorney services are concerned, in the event Mr. Windle is unavailable, as illustrated above, any of our municipal team would be available and each are eminently qualified to provide day-to-day assistance. While each has in-depth experience in all areas of municipal law, different firm attorneys have different strengths and will be relied upon from time to time to ensure the City continues to receive the best representation available for the issue at hand.

III. CONFLICTS OF INTEREST AND CLAIMS EXPERIENCE

We have reviewed our existing clients list, and we are unaware of any current conflicts of interest, nor are we aware of any situations that appear to present any imminent potential for a conflict of interest. We are however a relatively large firm and conflicts do occasionally arise. We run conflict checks whenever new files are opened or whenever it appears we may be required to take an adverse position to anyone dealing with an existing client. We are bound by the rules of professional responsibility in all instances, and those rules will sometimes require complete withdrawal from representation of any party. Whenever our firm is permitted to represent one party or another in a conflict situation, we follow the rule that the first client in the door is the client we will represent. Accordingly, once we begin representing the City, circumstances where we would be unable to represent the City would be extremely rare. Any other client coming to the firm to deal with a matter that is adverse to the City will be required to seek other counsel. As part of our service to our clients, we do not bill for checking conflicts of interest.

As for our claims' experience, we are proud to report that none of our current attorneys have received any public or private reprimands from the Office of Lawyer Regulation. As for malpractice claims, like most firms there have been claims filed at times over the years, but there have not been any claims paid regarding any attorney currently affiliated with Murphy Desmond and no claims involving anyone in the municipal law group.

IV. PROPOSED BILLING ARRANGEMENT AND SCOPE OF SERVICES

Murphy Desmond is willing to honor the current contract rate of $175 per hour through the term of the current contract. At the conclusion of the current contract on September 5, 2026, Murphy Desmond would charge at a rate of $225 per hour. Once we have a better sense of the volume of work, we would be willing to consider a retainer agreement for all or a portion of the work as deemed appropriate.

As we are a full-service firm, if there are services which the City needs which are beyond what would ordinarily be expected for a municipal client, we would enter into a separate agreement as to those services which would then be billed in accordance with that agreement. Currently paralegals are infrequently relied upon in our municipal practice, but in the event they are used for any project, their work will be billed at a rate not to exceed $150.

Murphy Desmond will provide a detailed monthly invoice for all services rendered. For the purposes of billing, the Firm uses increments of a tenth of an hour and invoices are issued monthly.

In the event that another of the Firm's shareholders' expertise is required, Murphy Desmond will seek the City's prior consent for the shareholder to perform work under this Agreement at the shareholder's normal rate, which may be higher than the $225 per hour rate above. We do not ordinarily bill for services of legal assistants, nor for office copying costs. Subpoena, witness and service fees, court transcripts, outside copying costs and other necessary out of pocket expenses, including mileage at the then-current IRS rate will be billed as incurred.

4909-9100-5131, v. 1

MICHAEL WINDLE

AREAS OF PRACTICE

Guardianships (Adult)

Litigation

Municipal Law

Real Estate, Land Use & Construction

BAR ADMISSIONS

Wisconsin

Wisconsin Court of Appeals

District Court in the Western District of Wisconsin

EDUCATION

University of Wisconsin Law School, Madison, Wisconsin, 2019, J.D.

University of Wisconsin-Madison, 2015, B.A. Political Science and Legal Studies

Delaware Technical and Community College, Stanton/Wilmington, Delaware, 2013, Criminal Justice, Associate's Degree

mwindle@murphydesmond.com (608) 257-2508

Attorney Mike Windle is a litigator and transactional attorney who represents municipalities and counties, business and individual clients, and families on a wide range of matters.

His local government practice includes advising counties and municipalities in land use regulation and zoning, guardianships and involuntary mental commitments, open meetings and public records law, local finance, and general legal matters.

Whether a local government or private client, Mike represents his clients in court when disputes cannot be settled without litigation. He works closely with clients on legal analysis, meeting court deadlines, case management, and presenting complex matters in a manner which can be understood.

Mike is based in Murphy Desmond's Madison office but is available to meet with clients in the firm's Janesville and Dodgeville offices as well.

ASSOCIATIONS AND MEMBERSHIPS:

- State Bar of Wisconsin

FUN FACT

Mike is an avid gamer and annually attends the World Boardgaming Championships in Pennsylvania.

WILLIAM E. MORGAN

wmorgan@murphydesmond.com (608) 268-5576 (608) 257-2508

AREAS OF PRACTICE

Business Law
Employment & Labor Law
Litigation
Municipal Law
Eminent Domain
Business Startup/ Entrepreneur Legal Services
Guardianships (Adult)

BAR ADMISSIONS

Wisconsin, 1992

U.S. District Court Western District of Wisconsin, 1992

EDUCATION

University of Wisconsin, Madison, Wisconsin, 1992, J.D.

University of Wisconsin, Stevens Point, 1989, B.A.

Attorney Bill Morgan represents both public and private employers with a focus on employment and personnel-related matters, including discrimination claims, administrative issues, sexual harassment, and all matters affecting human resources departments such as health care, employee benefits, and employment contracts.

Bill's municipal law practice emphasizes open meeting and open record matters, drafting and enforcement of zoning and land use regulations, contract review, litigation, labor relations and collective bargaining, municipal collections, and employee-related matters. Prior to joining Murphy Desmond, Bill served over 12 years as corporate counsel for Wisconsin counties, where he gained an in-depth knowledge of the needs and issues facing local government.

A shareholder with Murphy Desmond, Bill is named on Best Lawyers in America in Employment Law-Management and Municipal Law. He is also a state licensed lobbyist with interest in matters affecting the growth of businesses throughout Wisconsin. Bill is active in the community and has served on the board for Community Around The Children's Hospital (CATCH) to benefit the American Family Children's Hospital, as President of the Board of Directors for Monona East Side Business Alliance (MESBA), and has served on other professional and charitable boards.

WILLIAM E. MORGAN 2027
RECOGNIZED BY
Best Lawyers

https://www.bestlawyers.com/lawyers/william-e-bill-morgan/266624

HONORS AND AWARDS:

- Best Lawyers in America - Municipal Law (2026 - Present)
- Best Lawyers in America - Employment Law-Management (2021 - Present)

ASSOCIATIONS AND MEMBERSHIPS:

- Monona East Side Business Alliance (MESBA), Board of Directors (2019); President of the Board (2020)
- Community Around The Children's Hospital (CATCH), Board Member
- Leadership Greater Madison Alumni Association, President (2016)
- Wisconsin Early Childhood Association, Fund Development Committee, Past

- Leadership Greater Madison, Class of 2010
- Rainbow Childcare, Inc., Board of Directors, Past President, VP
- Green County Family YMCA, Board of Directors, Past President, VP
- PPAC Court Security Subcommittee (2007-2010)
- District 12 Committee, Office of Lawyer Regulation (2006-2008)
- Dane County Bar Association
- State Bar of Wisconsin

FUN FACT

Bill is an Ironman and then some! He has completed three Ironman (IM) races in Wisconsin ('04, '06 and '08) which includes a 2.4-mile swim, 112-mile bike ride, and full marathon 26.2-mile run -- all in one day! He has also done several half-IM races, completed a stand-alone marathon, and rode his bike in a one-day solo ride from Rice Lake to Sturgeon Bay, WI (nearly 300 miles). Ask Bill to show you his IM tattoo!

MATTHEW J. FLEMING

mfleming@murphydesmond.com (608) 268-5606 (608) 257-2508

Attorney Matt Fleming is a Shareholder at Murphy Desmond representing both public and private sector clients in municipal law and related areas including land use regulation, property tax assessment, eminent domain disputes, economic development, tax incremental financing, alcohol and other licensing and permitting issues, open meetings and public records law, ordinance drafting, real estate, special assessments and general litigation.

Matt is also an established presenter on municipal law issues. He has given Continuing Legal Education lectures on topics relating to local government law through Lorman, National Business Institute and the State Bar of Wisconsin, including Open Meetings and Public Records Law, Building Code Enforcement, Land Use and Property Tax Assessment. He was a frequent lecturer at the University of Wisconsin Law School on Local Government Administrative Practice between 2009 and 2019.

Matt was named "Madison Lawyer of the Year-Municipal Law" in 2025 and 2023, and "Madison Lawyer of the Year-Litigation-Land Use and Zoning" in 2026, 2024, and 2021, and "Madison Lawyer of the Year-Litigation Municipal" in 2026 by Best Lawyers in America. He is on Best Lawyers lists in five categories: Municipal Law, Appellate Practice, Land Use and Zoning Law, Litigation-Municipal Law, Litigation-Land Use and Zoning. In addition, Matt was named a 2025 Wisconsin Super Lawyer in State/Local/Municipal Law. In 2015, Matt was recognized by Martindale-Hubbell and lawyers.com with an AV (top) rating. He was also named a "Rising Star" by Wisconsin Super Lawyers earlier in his career.

AREAS OF PRACTICE

Alternative Dispute Resolution - Mediation & Arbitration

Eminent Domain

Litigation

Municipal Law

Real Estate, Land Use & Construction

Environmental Law, Renewable Energy & Sustainability

BAR ADMISSIONS

Wisconsin, 1998

U.S. District Court Western District of Wisconsin, 1998

EDUCATION

University of Wisconsin, Madison, Wisconsin, 1998, J.D.

University of Wisconsin - Madison, 1994, B.S.

MATTHEW FLEMING 2027

RECOGNIZED BY

Best Lawyers

Matthew Fleming

Best Lawyers

Lawyer of the Year

2026

Litigation - Municipal

Madison, Wisconsin

Matthew Fleming

Best Lawyers

Lawyer of the Year

2026

Litigation - Land Use and Zoning

Madison, Wisconsin

Matthew Fleming

Best Lawyers

Lawyer of the Year

2025

Municipal Law

Madison, Wisconsin

Madison: 33 East Main St., Suite 500, Madison, WI 53703 | 608.257.7181 | 608.257.2508
Janesville: 101 E. Milwaukee St., Suite 301, Janesville, WI 53545 | 608.314.3800 | 608.257.2508
Appleton: 15 Park Place, Suite 300, Appleton, WI 54914 | 920.882.7630 | 608.257.2508 fax
Dodgeville: 126 N. Iowa St., Dodgeville, WI 53533 | 608.937.0467 | 608.257.2508 fax

Matthew Fleming

RATED BY Super Lawyers

Rising Stars

Matthew J. Fleming

SuperLawyers.com

Best Lawyers

Lawyer of the Year

2024

Litigation - Land Use and Zoning

Madison, Wisconsin

Martindale-Hubbell®

AV PREEMINENT®

Peer Rated for Highest Level of Professional Excellence

2023

Matthew Fleming

Best Lawyers

Lawyer of the Year

2023

Municipal Law

Madison, Wisconsin

Matthew Fleming

Best Lawyers

Lawyer of the Year

2021

Litigation - Land Use and Zoning

Madison, Wisconsin

HONORS AND AWARDS:

- Best Lawyers in America - Land Use and Zoning Law (2027)
- Best Lawyers in America - Appellate Practice (2027)

- Madison Lawyer of the Year - Litigation-Municipal by Best Lawyers in America (2026)
- Wisconsin Super Lawyers - State/Local/Municipal Law (2025)
- Madison Lawyer of the Year-Municipal Law, by Best Lawyers in America (2025, 2023)
- Best Lawyers in America - Litigation-Municipal Law (2023 - Present)
- Madison Lawyer of the Year-Litigation-Land Use and Zoning, by Best Lawyers in America (2026, 2024, 2021)
- Best Lawyers in America - Litigation-Land Use and Zoning (2019 - Present)
- Best Lawyers in America - Municipal Law (2019 - Present)
- Rated AV (top rating) by Martindale Hubbell
- "Rising Star" - Municipal Law, Wisconsin Super Lawyers and Rising Stars Magazine (2006, 2007, 2011)

ASSOCIATIONS AND MEMBERSHIPS:

- Administrative Law and Local Government Section of the State Bar of Wisconsin, Board of Directors (2011 - 2014)
- Dane County Bar Association, Member
- State Bar of Wisconsin, Member
- American Bar Association, Member

PUBLISHED WORKS:

- Interviewed for feature article: "Lawyers: Foxconn lawsuit not your typical eminent-domain dispute," *Wisconsin Law Journal* (January 23, 2018)

RYAN G. BRAITHWAITE

rbraithwaite@murphydesmond.com (608) 268-5589

Attorney Ryan Braithwaite's legal practice focuses on municipal law, municipal litigation, and general litigation in Wisconsin. Ryan has over 20 years of experience representing municipalities in contract disputes, defense of high-end property tax appeals, eminent domain, handling special assessments, land use, zoning regulations, drafting municipal ordinances and contracts, and open meetings/records.

Ryan's litigation experience also includes non-municipal general litigation matters such as commercial disputes, contract disputes, product liability, insurance defense, trademark and copyright, federal and appellate litigation, and personal injury cases. Ryan has argued before the Wisconsin Court of Appeals and the 7 th Circuit.

Ryan's background includes presenting on a range of legal topics before the Wisconsin State Bar, CVMIC, and the Civil Trial Counsel of Wisconsin. In addition, he has written articles published in *Civil Trial Counsel of Wisconsin* and *Wisconsin Realtor Magazine*. Earlier in his career, Ryan was recognized as a "Rising Star" by Wisconsin Super Lawyers.

Based in the firm's Madison office, Ryan is also available to assist clients in our Dodgeville and Janesville offices, and throughout Wisconsin.

AREAS OF PRACTICE

Municipal Law
Litigation
Eminent Domain

BAR ADMISSIONS

Wisconsin, 2001

U.S. District Court Eastern District of Wisconsin

U.S. District Court Western District of Wisconsin

U.S. Court of Appeals 7th Circuit

U.S. Supreme Court

EDUCATION

University of Wisconsin Law School, Madison, Wisconsin, 2000, J.D.
*Honors:*magna cum laude

University of Wisconsin-Madison, Philosophy,
1997, B.A., Philosophy

HONORS AND AWARDS:

- Wisconsin Super Lawyers "Rising Star" - State, Local & Municipal Law (2007, 2011)

ASSOCIATIONS AND MEMBERSHIPS:

- Wisconsin State Bar Association, Member (2001 - Present)
- Dane County Bar Association, Member (2025)
- American Bar Association, Member (Past)
- Milwaukee Bar Association, Member (Past)
- Civil Trial Counsel of America, Member (Past)
- Thomas E. Fairchild Inns of Court, Member (Past)

CLASSES/SEMINARS TAUGHT:

- Presenter, Wisconsin State Bar Annual Open Meetings/Records Conference (2012)
- Presenter, League of Wisconsin Municipalities Annual Assessor's Conference (2012 - 2019)

FUN FACT

Ryan enjoys spending time with his two dogs and is an avid car enthusiast.

KATHERINE A. JENS

AREAS OF PRACTICE

Municipal Law

Real Estate, Land Use & Construction

Environmental Law, Renewable Energy & Sustainability

BAR ADMISSIONS

Wisconsin, 2024

EDUCATION

Florida State University College of Law, Tallahassee, Florida, 2024, J.D.

University of Wisconsin-Madison, 2020, Real Estate and Urban Land Economics, B.B.A.

kjens@murphydesmond.com (608) 268-5568

Attorney Katherine (Katie) Jens is a member of the firm's municipal, real estate law, and environmental law teams. Katie assists Murphy Desmond's municipal clients with drafting ordinances, contract review, negotiations, special assessments, and open meetings requirements. In real estate, Katie handles matters related to titles, deeds, zoning, property disputes, and transactional work such as buying and selling a home. Katie also works with the firm's environmental practice group on issues related to land use, climate factors, renewable energy, and sustainability.

A 2024 graduate of Florida State University College of Law, Katie worked as a law clerk where she assisted with real estate matters in estate planning, including transfer-on-death deeds. Katie also served as a student volunteer where she advised indigent clients on their rights and remedies in home ownership and renting matters. As an intern with a Wisconsin title company, Katie reviewed title insurance policies, examined closing statements for accuracy, and assisted at numerous closings.

While in law school, Katie served as an editor for the *Florida State University Business Review*, where she earned the 2022-2023 "Staff Editor of the Year" award.

Katie is available to assist clients in the firm's Madison, Janesville, and Dodgeville offices.

ASSOCIATIONS AND MEMBERSHIPS:

- Wisconsin State Bar Association, Member (2025 - Present)

FUN FACT

Katie enjoys spending time with friends and family in her free time!

Board Summary: Website & Agenda Management Migration

City of Richland Center, Wisconsin

Prepared By	Theresa St. John, Account Manager, CivicPlus
Date Prepared	August 24, 2026
Contract Start / Renewal Date	March 1, 2027
Quote Reference	Q-124062-1 (expires 3/1/2027)
Implementation Deadline	December 31, 2026 (current D7 website and AMM Essentials reach end of life)

EXECUTIVE SUMMARY

The City of Richland Center's current D7 website and AMM Essentials agenda management system are both reaching end of life. CivicPlus is proposing a combined website and agenda management migration to AMM Select and Municipal Websites Central: Starter, with implementation needed before December 31, 2026. The attached quote (Q-124062-1) reflects a 3-year initial term structured to work within the City's budget constraints under Wisconsin's levy limits, with the standard 5% annual increase held off until Year 3.

PROJECT SCOPE & MIGRATION TIMELINE

- The City will move to Municipal Websites Central: Starter (12 core modules) rather than Full Central; any modules currently in use, such as job postings, will be grandfathered in at no extra cost.
- The City has expressed a preference for a new template design rather than a mockup of the current site, and has narrowed the selection to one of two templates shared on the call.
- Migration is provided at no cost: implementation, meeting/content migration, DNS and domain hosting setup, SSL management, and blended system training are all $0.00 one-time fees.
- Publicly available minutes and documents will transfer regardless of age; agenda packets will need to be manually downloaded during training, as they will not migrate automatically.
- The current site will remain live for 60 days after launch as a safety net.
- Implementation is targeted to begin within about two weeks of signing, with the City's November election schedule in mind.

RECOMMENDED ACTION

Staff recommends the Council approve the 3-year agreement (Quote Q-124062-1) authorizing migration to AMM Select and Municipal Websites Central: Starter. Approval before the quote's March 1, 2027 expiration and the December 31, 2026 end-of-life deadline for the current systems ensures continuity of the City's website and public meeting agenda services.

- Approve the 3-year Statement of Work (Quote Q-124062-1) for AMM Select and Municipal Websites Central: Starter.
- Authorize migration and implementation to begin following Council approval, ahead of the December 31, 2026 end-of-life deadline.

FINANCIAL SUMMARY

3-Year Investment Schedule

Term Year	Invoice Date	Annual Total	Notes
Year 1	3/1/2027	$11,735.00	Base pricing
Year 2	3/1/2028	$13,500.00	Base pricing
Year 3	3/1/2029	$16,206.75	Includes 5% annual uplift
3-Year Subtotal		**$41,441.75**	
Year 4+	3/1/2030	$17,017.09/yr	Recurring annual service; contract auto-renews annually unless 60 days' notice is given

Guardian Security (Cloudflare WAF/CDN) protection ($600/year) and module-based hosting and security ($800/year) are bundled into the annual subscription totals above.

TERMS

- Initial Term: Three years, beginning March 1, 2027 and running through February 28, 2030.
- Pricing Structure: Years 1 and 2 held at base pricing; the standard 5% annual increase is deferred until Year 3 to accommodate the City's budget under Wisconsin's levy limits.
- Renewal: After Year 3, the contract automatically renews annually unless either party provides 60 days' written notice.
- Payment Method: Net 30.
- Quote Expiration: Quote Q-124062-1 expires March 1, 2027.

DETAILED LINE ITEMS (YEAR 1 — QUOTE Q-124062-1)

AMM (Agenda Management)

Product / Service	12-Month Value
AMM Select: Pro Annual Fee	$3,800.00
AMM Select: AI Editing Assistant	$0.00
AMM Select: Conversion Pro Premium Implementation	$0.00
Conversion Pro Premium Package	$0.00

Web

Product / Service	12-Month Value
Municipal Websites Central: Starter Standard Annual Fee	$6,535.00
Municipal Websites Central: Starter Hosting and Security Annual Fee	$800.00
Guardian Security (Cloudflare WAF/CDN)	$600.00

Year 1 Total: $11,735.00

ITEMS PENDING CONFIRMATION

- Which subsites (tourism, parks & rec, possibly library/police) carry department header packages.
- Whether the codification line item should be removed, given the City's code rewrite is currently on hold.
- Whether AMM Select group trainings are recorded for team members who cannot attend live (relevant given roughly 8-10 agenda contributors).

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #:	Q-124062-1
CivicPlus Pricing Approval Date:	8/21/2026 9:55 AM
Expires On:	3/1/2027

Client:
City of Richland Center, WI

Bill To:
RICHLAND CENTER CITY, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Theresa St. John		theresa.stjohn@civicplus.com		Net 30

AMM

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 3,800.00
1.00	AMM Select: AI Editing Assistant	AMM Select: AI Editing Assistant	USD 0.00
1.00	AMM Select: Conversion Pro Premium Implementation	AMM Select: Conversion Pro Premium Implementation	USD 0.00
1.00	Conversion Pro Premium Package	Conversion Pro Premium Package	USD 0.00

Web

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee	USD 6,535.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 800.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL	USD 0.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	USD 0.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://URL)	USD 0.00
1.00	Municipal Websites Central: Migration Standard Implementation	Includes full setup and configuration of the approved website design	USD 0.00
1.00	Municipal Websites Central: Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated	USD 0.00
1.00	Municipal Websites Central: Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.	USD 0.00
1.00	Municipal Websites Central: Blended Training	Included blended system training, online learning paired with access to a trainer for a 1-hour for questions and learning reinforcement.	USD 0.00

Initial Term		3/1/2027 - 2/28/2030, Renewal Term 3/1 each calendar year	
Initial Term Invoice Schedule		Year One Annual Total invoiced on 3/1/2027. Year Two Annual Total invoiced on 3/1/2028. Year Three Annual Total invoiced on 3/1/2029.	
	Annual Subscription	**One Time Fees**	**Annual Total**
Year One	USD 11,735.00	USD 0.00	USD 11,735.00
Year Two	USD 13,500.00		USD 13,500.00
Year Three	USD 16,206.75		USD 16,206.75
Subtotal			USD 41,441.75
Annual Recurring Services Starting Year 4			USD 17,017.09
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 3	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-124062-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
___________________________________	___________________________________
By (please sign):	By (please sign):
___________________________________	___________________________________
Printed Name:	Printed Name:
___________________________________	___________________________________
Title:	Title:
___________________________________	___________________________________
Date:	Date:

____
Organization Legal Name:

____
Billing Contact:

____
Title:

____
Billing Phone Number:

____
Billing Email:

____
Billing Address:

____
Mailing Address: (If different from above)

____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Agenda Item: WEC Election Security Subgrant Funds

Requested & Presented by: Amanda Keller

Meeting Date: Finance and Common Council on 09-01-2026

Background: The City was awarded a $2,000 Election Security Subgrant through the Wisconsin Elections Commission (WEC). The grant is intended to assist with the purchase of a new, secure computer and qualifying managed information technology services used for election administration. WEC has confirmed that the City may adjust the amount allocated between hardware and managed IT services; however, total reimbursement, to be received on or after December 1, 2026, will not exceed $2,000.

Quotes were obtained from PDS/Pellera (through WPPI) and Computer Doctors for business-class laptops that meet the grant specifications. The following options are presented for review:

Option	Included Items	Quoted Cost
HP ProBook 4 G2i	Laptop, three-year next-business-day onsite warranty, and USB-C dock	$1,541.00
Lenovo ThinkBook 16	Laptop and three-year Premier Support Plus warranty	$1,409.99
Lenovo ThinkBook 16 with dock	Laptop, three-year warranty, and dock	$1,807.48
Lenovo ThinkPad E16 Ultra 7	Laptop and three-year Premier Support Plus warranty	$1,644.99
Lenovo ThinkPad E16 Touchscreen	Laptop and three-year Premier Support Plus warranty	$1,839.99
Lenovo ThinkPad T16	Laptop and three-year Premier Support Plus warranty	$2,144.99

The HP ProBook provides a business-class laptop, onsite warranty, and docking station at the lowest package price. The Lenovo ThinkBook is generally comparable in quality to the ProBook, while the ThinkPad E16 offers somewhat stronger business-oriented construction and keyboard quality. The ThinkPad T16 is the highest-tier device presented but exceeds the total grant award before the purchase of a dock or managed IT services.

Any amount spent above the $2,000 grant award would be the City's responsibility. If less than $2,000 is spent on the selected hardware package, the remaining grant funds may be available for eligible managed IT services.

Department Recommendation: Staff recommends purchasing the HP ProBook 4 G2i, three-year onsite warranty, and USB-C docking station from PD/Pellera and using any remaining funds towards existing WPPI IT services.

Financial Impact: The City will initially pay the costs of the approved laptop, related equipment, and eligible IT services. Grant funds of $2,000 are expected to be received on or after December 1, 2026. Therefore, the purchase will create a temporary cash-flow impact until reimbursement is received. No net financial impact to the City is anticipated for eligible and properly documented expenses within the grant award. Any costs exceeding $2,000 or determined to be ineligible would be the responsibility of the City and any unused funds must be returned to WEC by January 15, 2027.

Requested Action:

FINANCE: Motion to recommend approval of the purchase of the HP ProBook 4 G2i from PDS/Pellera for an amount not to exceed $2,000, using Election Security Subgrant funds, and to authorize the use of any remaining grant funds be applied to eligible managed IT services.

COUNCIL: Motion to approval of the purchase of the HP ProBook 4 G2i from PDS/Pellera for an amount not to exceed $2,000, using Election Security Subgrant funds, and to authorize the use of any remaining grant funds be applied to eligible managed IT services.

Attachment(s):

- Quotes from PDS/Pellera and the Computer Doctor for a computer meeting the security requirements contained in the WEC grant agreement.

Item 11.

pellera

PDS, a Pellera company
N57 W39605 Hwy 16
Dock 4
Oconomowoc, Wisconsin 53066
United States
(P) 262-569-5300

Quote (Open)

Date	Expiration
Aug 21, 2026 01:39 PM CDT	08/21/2026

Modified Date
Aug 21, 2026 01:50 PM CDT

Quote #
2431689 - rev 1 of 1

Description
City of Richland Center Utiities | ProBook 4 G2i

SalesRep
Albert, Jack
(P) 608-246-2212

Customer Contact
Joyce, Aaron

Customer
City of Richland, WI (003261)
Joyce, Aaron
450 S. Main Street
Richland Center, WI 53581
United States
(P) (608) 647-3466
(F) (608) 647-8360

Bill To
450 S. Main Street
Richland Center, WI 53581
United States
(P) (608) 647-3466
(F) (608) 647-8360

Ship To
Receiving, Shipping
450 S. Main Street
Richland Center, WI 53581
United States
(P) (608) 647-3466
(F) (608) 647-8360
3774870

Payment Method
Terms: Purchase Order (Net 30)

Customer PO:	Terms:	Ship Via:
	Purchase Order (Net 30)	FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	ProBook 4 G2i U5-320 16GB 512GB SSD 16" HP, Inc. - pds #: 279164	E09HPAT#ABA	1	$1,241.00	$1,241.00
2	3yr CarePack 9x5 NBD Onsite NB Only Support HP, Inc. - pds #: 289175	U86DVE	1	$138.00	$138.00
3	USB-C 100W G6 Dock HP, Inc. - pds #: 447600	9X3V1UT#ABA	1	$162.00	$162.00

Subtotal:	**$1,541.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$1,541.00**

Unless a specific Master Services and Product Sales Agreement is in effect between the parties, this quotation is subject to the PDS Terms and Conditions, which can be reviewed at https://www.shoppds.com/termsofsale.aspx.

Please note that shipping and tax amounts are estimates. Purchases made with a credit card may incur a 3.5% Convenience Fee, applied at the time of invoicing.

All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Pellera's reasonable control. If such changes occur, Pellera may adjust pricing or cancel purchase orders, even after an order has been placed. Pellera also reserves the right to cancel this proposal and Client purchase orders arising from pricing changes and/or customer changes to Pellera or its supplier's planned delivery date. Pellera will work with Client to advise of any product or pricing changes that may affect this proposal.

Please contact your sales rep with any questions.

COMPUTER DOCTORS

TECHNOLOGY SOLUTIONS, SERVICE & SUPPORT

City of Richland Center
Monday, August 24, 2026

Prepared By: Colton Silva

Qty	Description	Price	Total
	Lenovo Thinkpad T16 - Intel Core Ultra 7 258V - 32GB - 512GB SSD - Windows 11 Pro - 3yr Premier Support Plus Warranty	$ 2,144.99	
	Lenovo ThinkPad E16 - Touchscreen - Intel Core 7 240H - 16GB - 512GB SSD - Windows 11 Pro - 3yr Premier Support Plus Warranty	$ 1,839.99	
	Lenvo ThinkPad E16 - Intel Core Ultra 7 255H - 16GB - 512GB SSD - 3yr Premier Support Plus Warranty	$ 1,644.99	
	Lenovo ThinkBook 16 - Intel Core 5 210H - 16GB - 512GB SSD - Windows 11 Pro - 3yr Premier Support Plus Warranty	$ 1,409.99	
	Lenovo Thunderbolt 4 Docking Station	$ 397.49	
	Total		**$ -**

Pricing valid for 15 days from date of quote.

Labor, sales tax, or unknown tariff surcharges not included. ***Pricing subject to change and availability.***

122 W. Court Street Richland Center, WI 53581 608-647-5986 colton.silva@rccomputerdrs.com

Richland CENTER
HOMETOWN CHARM. NATURAL BEAUTY.

Purchasing and Procurement Policy

Effective September 1, 2026

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How to Use This Policy

This section provides shortcuts into the Policy. Use them to find an answer quickly, then read the governing section in full.

- **Quick-Reference Authority Matrix –** who approves a purchase and what's required, by dollar amount and purchase type.
- **Quick-Start Purchasing Flow –** the basic steps of a typical purchase.
- **Glossary –** acronyms and terms used throughout (RFB, RFQ, RFP, and others).

Every section in the body of this Policy is numbered (e.g., § 5.1), and cross-references are clickable links — in Word, hold Ctrl and click a blue link to jump straight to that section. The quick-reference tools below are summaries only — if anything here conflicts with the full text of a section, the full section controls.

Quick-Reference Authority Matrix

Purchase Type	Amount	Required Approval	Competition / Requirements	See §
BUDGETED PURCHASES				
Goods, services, equipment	$5,000 or less	Department Head	No quotations required; compare prices where practical	5.1, 3.3
Goods, services, equipment	$5,001 – $10,000	Department Head & City Administrator	Quotations — attempt at least 3 vendors; copies to City Administrator	5.1, 7.2, 7.3
Goods, services, equipment	Over $10,000	Applicable committee	Bid (RFB) or Proposal (RFP)	5.1, 7.2, 7.3
Time-sensitive purchase	Any amount, if budgeted	Mayor, Council President & General Government Committee Chair (unanimous)	Subject to the requirements of the amount category above	3.2
Professional services	Over $15,000	Per § 5.1 by amount	RFP required unless exempt under § 7.4	8, 7.4
NON-BUDGETED PURCHASES				
Any purchase	Any amount	Common Council, on recommendation of the applicable committee and the Budget Committee	As applicable to the purchase type and amount above	5.2
EXEMPT EXPENDITURES				
Utilities, payroll, benefits, insurance premiums, debt service, dues, fees, and similar	Any amount	No pre-purchase approval; budget authority still required	No quotations or bidding required; internal controls still apply	5.3, 16.1
PUBLIC CONSTRUCTION — buildings, facilities, parks, utilities (non-highway)				
General public construction	$10,000 or less	As the Common Council directs	No formal bidding required	9.1
General public construction	$10,001 – $50,000	Common Council, on Public Works Committee recommendation	Class 1 notice before the contract is executed	9.1, 9.3

Purchase Type	Amount	Required Approval	Competition / Requirements	See §
General public construction	Over $50,000	Common Council, on Public Works Committee recommendation — lowest responsible bidder	Sealed bids, published notice, bid security and bonds, retainage	9.1, 9.3–9.6
PUBLIC CONSTRUCTION — street, road, and bridge				
Street, road, bridge	$5,000 or less	As the Common Council directs	No formal bidding required	9.2
Street, road, bridge	$5,001 – $25,000	Common Council, on Public Works Committee recommendation	Class 1 notice before the contract is executed	9.2, 9.3
Street, road, bridge	Over $25,000	Common Council, on Public Works Committee recommendation — lowest responsible bidder	Sealed bids, published notice, bid security and bonds, retainage	9.2, 9.3–9.6
EMERGENCIES				
Emergency purchase (goods or services)	Any amount	Mayor, with notice to City Administrator and report to Common Council	Bidding waived when the § 12.1 criteria are met	12.1, 12.2
Emergency public construction	Any amount	Mayor may authorize immediate work; Public Works Committee resolution required; Council later declares the emergency ended	Statutory exception under Wis. Stat. § 62.15(1b) — narrower than the general emergency authority	12.3, 9.3
CONTRACTS				
Any City contract	Per amount categories above	Signed by the Mayor, City Administrator, City Clerk, or City Treasurer as applicable	City Administrator review no later than 2 business weeks before execution	10.2, 10.3
Contract extending beyond the current budget year	Any amount	Applicable committee, regardless of amount	Renewal and cancellation deadlines recorded with the Financial Officer/Treasurer	10.7
Service Agreement	Any amount	Per amount categories above	Insurance certificates, indemnification, waiver of subrogation, termination provisions	10.4–10.7
SURPLUS PROPERTY				
Tangible property	Estimated value under $5,000	City Administrator	—	13.1
Tangible property	Estimated value $5,000 or more	General Government Committee	—	13.1
Real estate	Any value	Common Council, after City Administrator report and Plan Commission referral	—	13.2
FEDERALLY FUNDED PURCHASES				

Purchase Type	Amount	Required Approval	Competition / Requirements	See §
Any purchase charged to a federal award	Any amount	Per the categories above, plus consultation with the Financial Officer/Treasurer before initiating	Appendix A applies in addition to this Policy; the more restrictive requirement controls	2, App. A

This table is a summary only. If anything here conflicts with the full text of a section, the full section controls. See the Quick-Start Purchasing Flow below, or the linked sections, for complete requirements.

Quick-Start Purchasing Flow

For a typical purchase, follow these steps. Click a linked section for the full requirements.

1. Confirm the purchase is budgeted. If it is not, see 5.2 Non-Budgeted Expenditures.
2. Check whether the expenditure is exempt. See 5.3 Exempt Expenditures. If it is, no quotations or pre-purchase approval are required, but budget authority and internal controls in 16.1 Internal Controls still apply.
3. Determine whether the project is Public Construction. If it is, stop and follow9. Public Construction — the thresholds, approvals, and bidding requirements are different, and the Public Works Committee makes the recommendation to Council.
4. Determine what competition is required for the dollar amount. See7.2 When Competitive Bidding Is Required, then choose the solicitation type under7.3.1 The Type of Solicitation — a Quotation (RFQ), a Bid (RFB), or a Proposal (RFP).
5. Get the right approval for the dollar amount. See5.1 Routine Budgeted Purchases.
6. Determine whether a contract is required. If so, see10.1 Contracts Defined, 10.2 Signatories, 10.3 Contract Review and 10.4 Categories of Contracts through 10.7 Term, Renewal, and Termination.
7. If any part of the purchase will be charged to a federal award, see 2. Federal Awards and Appendix A — Requirements for Federally Funded Procurements before you begin.
8. If using a purchasing card, see11. Purchasing Cards If the purchase is an emergency, see 12. Emergency Purchases instead of this everyday flow.

Glossary of Acronyms and Terms

Term	Meaning
RFB	Request for Bid — a formal solicitation, used when specifications are clearly defined, price is the primary factor, and the purchase is large enough or is required by statute to be advertised. Sealed bids are mandatory for Public Construction.
RFQ	Request for Quotation — an informal request for pricing, used when specifications are clearly defined and price is the primary factor. Quotations may be obtained in writing, by e-mail, or by telephone, and are recorded in writing.
RFI	Request for Information — used to identify qualified vendors or gather information before choosing a solicitation type. An RFI is not a solicitation and no award may be made from one.
RFP	Request for Proposal — used when the deliverables are not well defined, or when factors beyond price, such as experience, approach, or qualifications, will be part of the selection. Evaluation factors and their relative importance are stated in the solicitation.
MOU	Memorandum of Understanding — treated as a contract under this Policy.

Term	Meaning
FTA	Federal Transit Administration, U.S. Department of Transportation.
2 CFR Part 200	The federal Uniform Guidance governing cost principles and administrative requirements for federal awards.
F&A Cost	Facilities and Administrative cost — an indirect cost of a federal award.
Class 1 Notice	A public notice published once, under Wis. Stat. ch. 985, before certain contracts are executed.
Lowest Responsible Bidder	The lowest bidder who also meets the responsibility factors in § 7.9 (Selecting a Bid — Determining Bidder Responsibility) — not simply the lowest price.
Sole-Source Purchase	A purchase where only one supplier is available, or the pool of qualified suppliers is restricted by technical, certification, or warranty requirements.
Good Faith Effort	The minimum standard of price comparison and documentation required for purchases not otherwise subject to formal competitive bidding. See §3.3 Requirement of Good Faith Effort.

1. Purpose

The purpose of this Policy is to set uniform guidelines for purchases and procurement processes, and to allow the City to acquire, on a competitive basis, all goods and services at the best value possible, in a manner that maximizes the effectiveness, efficiency, and transparency of City operations.

This Policy applies to all expenditures by a public agent of the City, irrespective of the source of funds. It is administered by the Clerk, Treasurer, or Financial Officer and the City Administrator, under the oversight of the General Government Committee. This Policy applies to all agencies, departments, and offices of the City, and, unless otherwise provided by statute, to any committee, board, or commission that manages or operates City property, installations, or activities.

Any mandatory applicable state or federal law or regulation supersedes this Policy. Procurement of goods or services using federal grant funds shall comply with 2 CFR Part 200 and any applicable grant requirements, which are set out in Appendix A (Requirements for Federally Funded Procurements).

2. Federal Awards

Procurement of goods or services using federal grant funds is subject to additional requirements, including the cost allowability standards required under 2 CFR 200.302(b)(7). Those requirements are set out in Appendix A (Requirements for Federally Funded Procurements) and apply in addition to this Policy. Where Appendix A is more restrictive than this Policy, Appendix A controls.

Department Heads shall consult the Financial Officer/Treasurer before initiating any purchase to be charged in whole or in part to a federal award.

3. General Information and Objectives

The City of Richland Center strives to maintain efficient business practices and good cost control. A well-managed purchasing policy assists in accomplishing this goal.

The primary objectives of this Policy are:

1. To ensure that materials, equipment, and services are purchased at the lowest prices consistent with quality and performance;
2. To provide adequate controls over expenditures and financial commitments, with proper documentation;
3. To obtain quality goods required by departments and ensure they are available at the place and time needed;
4. To provide a standardized system of purchasing for use by all departments; and
5. To promote competition and ensure fair opportunity and equitable treatment for all vendors in the procurement process.

3.1 Department Head Responsibility

Department Heads are responsible for properly managing their department's purchases and budget, regardless of the payment method used. Failure to do so is subject to the City's disciplinary procedures, up to and including removal from the position.

Department Heads shall make purchases within state and federal regulations, consistent with the provisions of this Policy, and shall make all reasonable efforts to secure maximum value for the City in every expenditure.

Employees and officials shall comply with Wis. Stat. § 946.13 and all applicable City ethics provisions regarding conflicts of interest and financial interests in City contracts.

3.2 Approval of Time-Sensitive Budgeted Expenditures

Where it is not feasible to obtain committee approval for a budgeted expenditure due to time constraints — but the situation does not rise to the level of an emergency as defined in § 12 (Emergency Purchases) — the Mayor, Council President, and General Government Committee Chair may unanimously authorize the expenditure of City funds in any amount, provided the expenditure is made from funds included in the current budget. Where one individual serves as both Council President and General Government Committee Chair, the Mayor shall designate another council member as the third approving official.

Approval requires the unanimous agreement of all three; if any one of them does not approve, the expenditure is not authorized under this section. If, after reasonable efforts, one of the three cannot be reached after two attempts within a 24-hour period — no more than one of which may be by email, with the remainder by phone – the unanimous approval of the remaining two shall be sufficient to authorize the expenditure under this section.

The requesting department head shall provide notice in writing of the authorized expenditure to the City Administrator and Financial Officer/Treasurer. The written notice shall identify which of the three could not be reached and describe the attempts made to contact them. The department head shall also report the expenditure to the applicable committee at its next meeting.

This authority is distinct from the Mayor's authority to approve Emergency Purchases (§ 12 (Emergency Purchases)), which applies only when the specific emergency criteria in that section are met and is not subject to a dollar limit.

3.3 Requirement of Good Faith Effort

All City Department Heads and employees shall demonstrate a reasonable and good faith effort to obtain goods and services for the City at the lowest possible cost consistent with the quality and service needed to maintain efficient City operations.

For purchases not otherwise subject to the formal competitive bidding requirements described in § 7 (Competitive Bidding) (generally, purchases of $5,000 or less), a good faith effort includes, at a minimum:

- Comparing prices among at least two vendors when practical;
- Considering total cost of ownership (e.g., maintenance, delivery, warranty), not just purchase price;
- Retaining documentation of the comparison or the basis for selecting a vendor; and
- Avoiding the practice of splitting a single purchase into smaller transactions in order to fall under a bidding or approval threshold. See § 7.5 (Prohibited Conduct).

4. Purchasing

4.1 Central Purchasing

Many items purchased by the City are commonly used by several departments or other units of government. By consolidating departmental needs, the City can take advantage of price discounts on large-quantity orders. Annual orders are encouraged. Department Heads and other purchasers are strongly encouraged to coordinate purchases of common items across departments.

4.2 Cooperative Purchasing

Cooperative purchasing between the City and the State of Wisconsin, or between the City and other local governments, can result in significant savings. The Financial Officer/Treasurer has the authority to analyze the desirability of cooperative purchasing arrangements and make recommendations to the City Administrator. The Common Council encourages cooperative purchasing but retains the right to reject any or all such agreements.

It is the policy of the City to enter into cooperative purchasing agreements when:

1. Substantial savings will result;

2. Quality, availability, or service will not be sacrificed;
3. The City will be separately billed for its purchases; and
4. Ordered items will be delivered directly to the City, unless otherwise agreed.

Purchases made through State of Wisconsin contracts, Sourcewell, OMNIA Partners, HGACBuy, or other competitively procured cooperative purchasing programs are deemed to satisfy the competitive quotation requirements of this Policy.

5. Purchasing Parameters

5.1 Routine Budgeted Purchases

Routine budgeted purchases are grouped into the following categories:

1. Purchases of $5,000 or less are authorized by the Department Head without further approval, provided the item is included in the current budget. Competitive bidding is not required at this level; Department Heads should compare prices where practical, consistent with the Requirement of Good Faith Effort (§ 3.3).
2. Purchases of more than $5,000 but not more than $10,000 shall be approved by the City Administrator prior to ordering, after the Department Head complies with the competitive bidding requirements of this Policy, forwards copies of bids or quotes received to the City Administrator, and confirms the item is included in the current budget.
3. Purchases of more than $10,000 shall be approved by the committee responsible for the department, prior to ordering.

Construction and Public Works Contracts follow separate thresholds under Wis. Stat. § 62.15. See § 9 (Public Construction).

5.2 Non-Budgeted Expenditures

All expenditures not specifically included in the current year's budget require approval of the Common Council, upon recommendation of the committee responsible for the department and the Budget Committee.

5.3 Exempt Expenditures

The following expenditures are exempt from the quotation, competitive bidding, and pre-purchase approval requirements of this Policy, because they are fixed, recurring, or already authorized:

(1) utility service, including electricity, natural gas, water, sewer, telephone, and internet;

(2) payroll, payroll taxes, and related withholdings and employer contributions;

(3) employee benefit premiums and retirement contributions;

(4) insurance premiums;

(5) debt service, including principal, interest, and related fees;

(6) payments due under a contract already approved under this Policy;

(7) taxes, assessments, fees, dues, and payments to other units of government;

(8) postage, permit fees, and recording fees;

(9) memberships, subscriptions, registration, tuition, and training fees; and

(10) emergency purchases authorized under § 12 (Emergency Purchases).

Exempt expenditures remain subject to budget authority, to the documentation and payment requirements of this Policy, and to the internal controls in § 16.1 (Internal Controls). Where an expenditure does not clearly fall within one of the categories above but is consistent with the intent of this section, the City Administrator may treat it as exempt and shall note the reason.

This section does not exempt any purchase from a requirement imposed by Wisconsin law, City ordinance, or a grant or funding agreement.

6. Purchase-Related Charges and Payment

6.1 Shipping and Freight

It is the policy of the City to avoid paying shipping charges whenever possible. If the City is to pay shipping charges, they must be billed at the time of invoicing. Purchasers should inquire about applicable freight charges when obtaining price quotes. Any charges to be paid by the City are considered part of the price quotation when selecting the successful bidder and shall be noted on the purchase requisition. Unless otherwise stated in the RFB, RFQ, or RFP, all formal bids and proposals shall include freight and delivery charges, if any.

6.2 Sales Tax Exemption

The City is exempt from city, county, and state sales tax. Purchasers are responsible for informing vendors of the City's tax-exempt status. Tax-exempt forms are available from the Clerk's Office. Invoices received by the City that include sales tax will be corrected to remove the tax prior to payment.

6.3 Vendor Discounts

It is the policy of the City to take advantage of all available vendor discounts. The following should be kept in mind:

1. Cash discounts are often offered for prompt payment, typically within ten (10) days of the invoice date. Department Heads assist the City by forwarding approved invoices promptly to the Financial Officer/Treasurer's Office for payment.
2. Trade discounts are sometimes offered to municipalities to attract business, but in most cases will not be offered unless the purchaser asks. Purchasers should always ask whether a trade discount is available when obtaining price quotations.
3. The accounts payable vendor file is maintained with individual vendor payment terms so that the software system can schedule invoices for the proper payment date and ensure available discounts are taken.
4. Payments are created, grouped, and sorted within the system based on fund and due date.

6.4 Prompt Payment

It is the policy of the City to pay properly completed invoices promptly, and to make every reasonable effort to avoid interest, late fees, or penalties arising from late payment. Department Heads shall review and approve invoices and forward them to the Financial Officer/Treasurer as soon as possible after the goods or services are received, so that the City can pay within the time allowed by Wis. Stat. § 66.0135 and by the terms of the purchase.

6.5 Approval and Payment of Claims

The City has adopted an alternative system of approving claims under Wis. Stat. § 66.0609. Under that system, certain claims may be paid before the Common Council authorizes payment, provided the conditions of that statute and the City's implementing ordinance are met and the Financial Officer/Treasurer files the list of approved claims with the Common Council as that statute requires.

This authority is intended for routine, recurring obligations — utility bills, payroll and related withholdings, debt service, insurance premiums, purchasing card statements as described in § 11.5 (Documentation, Payment, and Reimbursement), and similar regularly occurring charges — and for payments that would otherwise incur interest, a late fee, or a penalty because the billing cycle does not align with the Common Council's meeting schedule.

This authority shall be used judiciously. Payment before Council authorization shall not be used for a claim that is neither routine and recurring nor subject to an interest charge, late fee, or penalty for payment after the next regular Council meeting. Any question about whether a claim qualifies shall be directed to the City Administrator or the Financial Officer/Treasurer before payment is made.

Payment under this section does not substitute for any approval required elsewhere in this Policy. A purchase must still be authorized under § 5.1 (Routine Budgeted Purchases), § 5.2 (Non-Budgeted Expenditures), or the other applicable provisions of this Policy before the claim is paid.

7. Competitive Bidding

7.1 Policy

It is the policy of the City of Richland Center to procure needed materials, equipment, and services at the lowest cost consistent with quality and performance. Purchases will be made only after price quotations have been obtained, or attempted to be obtained, from different suppliers through formal or informal means, as required under this Policy.

7.2 When Competitive Bidding Is Required

Competitive bidding under this Policy applies to purchases of materials, equipment, and services that are not subject to the construction and public works bidding requirements described in § 9 (Public Construction).

- **Purchases of $5,000 or less:** Bidding is not required. The Department Head is expected to compare prices where practical, consistent with the § 3.3 (Requirement of Good Faith Effort).
- **Purchases of more than $5,000:** The Department Head shall obtain quotes, bids, or proposals in accordance with this Policy, as described in § 7.3 (Obtaining Bids).
- **Purchases of more than $10,000:** The Department Head shall obtain bids, or proposals in accordance with this Policy, as described in § 7.3 (Obtaining Bids).

7.3 Obtaining Bids

Unless otherwise required by State Statute, Department Heads have discretion in determining the appropriate method for obtaining bids or proposals. This includes two decisions:

7.3.1 The Type of Solicitation

The City uses three types of solicitation. The Department Head selects the type appropriate to the purchase.

Quotation (RFQ). An informal request for pricing, used when the specifications are clearly defined and price is the primary factor. Quotations may be obtained in writing, by e-mail, or by telephone, and shall be recorded in writing. This is the ordinary method for purchases above the quotation threshold that are not required to be formally bid.

Bid (RFB). A formal solicitation, used when the specifications are clearly defined, price is the primary factor, and the purchase is large enough or is required by statute to be advertised. Bids are submitted in the form and by the deadline stated in the solicitation.

A sealed bid is mandatory, not discretionary, for any project meeting the statutory definition of Public Construction. Bids shall remain sealed until opened in accordance with § 9.4 (Bid Opening). See § 9 (Public Construction).

Proposal (RFP). Used when the deliverables are not well defined, or when factors beyond price — such as experience, approach, qualifications, or methodology — will be part of the selection. The solicitation shall identify the evaluation factors and their relative importance.

A Department Head may issue a Request for Information (RFI) at any time, without prior approval, to identify qualified vendors or gather information before choosing a solicitation type. An RFI is not a solicitation and no award may be made from one.

Templates for quotations and bids are available from the City Administrator. A Department Head may issue a quotation or bid using these templates without prior City Administrator approval, provided the solicitation is consistent with this Policy. Because proposals vary significantly with the scope and nature of each purchase, each RFP shall be reviewed and approved by the City Administrator before publication or distribution to vendors.

Department Heads are encouraged to seek assistance from the City Administrator or Financial Officer/Treasurer when developing any solicitation, particularly for purchases that are complex, high-value, or unfamiliar to the department.

7.3.2 The Method Used to Solicit Vendors

Department Heads may solicit vendors by U.S. mail, e-mail, publication in the official newspaper, publication on the City's website, telephone contact, or verbal request.

Regardless of the method chosen, Department Heads shall attempt to obtain bids or proposals from at least three (3) vendors to ensure comparison pricing is demonstrated.

Projects meeting the statutory definition of Public Construction *must* be solicited by published notice in the official newspaper in the form and within the time frame the statute requires. Informal methods — telephone contact, verbal request, or direct e-mail alone — do not satisfy that requirement. The three-vendor guideline does not apply to these projects, because the published notice opens the solicitation to all qualified bidders rather than to a list the Department Head selects.

Department Heads shall use due diligence to identify local vendors who provide the goods or services being sought, and shall include those vendors among those from whom quotations, bids, or proposals are solicited. This section governs whom the City invites to compete; it does not create a preference in the award of a contract.

7.4 Competitive Bidding Exceptions

The only exceptions to bidding requirements are:

1. Sole-source or vendor-restricted purchases — purchases where only one supplier is available, or where the pool of qualified suppliers is limited by technical requirements, certifications, or warranty conditions. This includes diagnostic vehicle repairs and warranty work that must be performed by a service provider equipped, trained, or certified to work on the specific make and model of the equipment being repaired.
2. Emergency purchases and repairs covered by insurance proceeds.
3. Items purchased under a State of Wisconsin contract.
4. Purchases made with grant funds that require specified purchase procedures.
5. Professional services where the City Administrator determines that competitive bidding is not practical or beneficial to the City, based on factors such as the vendor's specialized expertise, past satisfactory performance for the City, the complexity or urgency of the engagement, or the limited pool of qualified providers for the service required.
6. Other circumstances, not otherwise addressed by this Policy, where the Department Head documents in writing the specific reason competitive bidding is impractical or not in the City's best interest, and the City Administrator approves the justification in writing prior to the purchase.

7.5 Prohibited Conduct

Purchases shall not be artificially divided or staggered for the purpose of avoiding quotation, bidding, or approval requirements.

7.6 Tie Bids

If two or more bids are in the same amount or unit price, with quality, service, and other relevant factors being equal, the Department Head shall award the contract by lot, conducted in the presence of a witness and documented in the procurement file.

7.7 Rejection of Bids

Apart from Public Construction that must be bid under Wis. Stat. § 62.15, department heads have the authority to reject bids or parts of bids, or all bids, where doing so serves the public interest. In all cases, the department head has the authority to re-advertise and re-bid a proposed purchase, or to reject all bids and negotiate a purchase directly with any supplier, if this procedure is deemed most advantageous to the City.

7.8 Bidders in Default to the City

A Department Head shall not accept the bid of any supplier who is in default or delinquent in the payment of taxes, licenses, forfeitures, or any other moneys whatsoever due to the City.

7.9 Selecting a Bid — Determining Bidder Responsibility

The contract shall be awarded to the lowest responsible bidder. In determining whether a bidder is responsible, the Department Head shall consider the totality of the circumstances, which may include the following factors. No single factor is determinative on its own.

1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services by the bidder.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6. The sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service related to the subject of the contract.
9. The number and scope of conditions attached to the bid.

If the contract is awarded to a bidder other than the lowest bidder, the Department Head shall document in writing the specific factors, from those listed above or otherwise relevant, that formed the basis for the decision. This documentation shall be retained with the procurement file and provided to the City Administrator prior to execution of the contract.

8. Professional Services

Professional services include legal, financial, engineering, consulting, or other services that are complex or technical in nature.

A Request for Proposal (RFP) is required for any professional services expected to cost more than $15,000. The purpose of the RFP is to gather sufficient information from potential service providers to make an informed selection. At a minimum, the evaluation shall consider price, ability to perform, experience, technical expertise, availability, and the provider's past service to the City.

Exception: An RFP is not required for ongoing or continuous services already in place, such as legal services provided by the City Attorney or engineering services for an ongoing project. However, the applicable committee or the Common Council may require an RFP for any such service if it chooses to do so.

9. Public Construction

Public construction and public works contracts must be bid and advertised in accordance with Wis. Stat. § 62.15, as follows:

9.1 General Public Construction

Buildings, facilities, parks, utilities, and other public works not involving streets, roads, or bridges:

- Projects estimated to cost $10,000 or less may be let as the Council directs, without formal bidding.
- Projects estimated to cost more than $10,000 but not more than $50,000 require a Class 1 notice under Wis. Stat. ch. 985 before the contract is executed.
- Projects estimated to cost more than $50,000 must be let by contract to the lowest responsible bidder, following the sealed bid procedures of Wis. Stat. § 66.0901 and the class 2 notice required by Wis. Stat. § 62.15(3).

9.2 Street, Road, and Bridge Construction

Construction, improvement, repair, or maintenance of any City street, road, or bridge, regardless of whether it is a state, federal, or locally funded project:

- Projects estimated to cost $5,000 or less may be let as the Council directs.
- Projects estimated to cost more than $5,000 but not more than $25,000 require a Class 1 notice.
- Projects estimated to cost more than $25,000 must be let by contract to the lowest responsible bidder.

A project may not be divided into smaller components in order to avoid these thresholds.

The statutory emergency exception in Wis. Stat. § 62.15(1b) is narrow. It applies only to the repair and reconstruction of existing public facilities where damage or threatened damage endangers the public health or welfare, it requires a resolution determining that an emergency exists, and it waives only the bidding and notice requirements of Wis. Stat. § 62.15(1). See § 12.3 (Emergency Public Construction).

9.3 Authority and Procedure for Public Construction

The Public Works Committee exercises the powers and duties assigned to the board of public works under Wis. Stat. §§ 62.14 and 62.15.

For any project meeting the statutory definition of public construction, the Department Head is responsible for preparing or obtaining the plans and specifications, the form of contract and bond, and the bid documents; for filing them with the City Clerk; and for arranging the notice or advertisement the statute requires. The Department Head shall consult the City Administrator, and the City Attorney where appropriate, before the notice is published.

Following the bid opening, the Department Head shall present the project, the bid tabulation, and a recommendation to the Public Works Committee. The Public Works Committee shall review the bids and make a recommendation to the Common Council. The Common Council awards the contract.

9.4 Bid Opening

Bids shall remain sealed until the time and place stated in the notice. Bids shall be opened by at least two City employees present together, ordinarily two of the following: the Department Head responsible for the project, Clerk, Financial Officer/Treasurer, or City Administrator.

The employees conducting the opening shall record the name of each bidder and the amount of each bid and shall sign the tabulation. The tabulation shall be retained in the procurement file and provided to the Public Works Committee with the Department Head's recommendation.

A bid received after the time stated in the notice shall not be opened or considered, and shall be returned to the bidder unopened.

9.5 Bid Security & Bonds

Every bid on a public construction project required to be let to the lowest responsible bidder shall be accompanied by the bid security required under Wis. Stat. § 62.15(3). The City requires bid security in the amount of five percent (5%) of the bid, unless the Public Works Committee sets a different amount within the range the statute allows for a particular project and states that amount in the notice and bid documents.

The successful bidder shall furnish the contract and sureties required under Wis. Stat. § 62.15(2), (3), and (4), in the form and amount stated in the bid documents.

Payment and performance bonds shall be furnished as required by Wis. Stat. § 779.14. Where that statute leaves the bond requirement to the City's written standards, the City requires a payment and performance bond in the full amount of the contract. The Public Works Committee may waive that requirement for a specific contract, on the recommendation of the Department Head and after consultation with the City Attorney, by stating the waiver and the reason for it in the Committee's minutes.

Bid security and bond requirements shall be stated in the notice and bid documents. The Department Head shall confirm that required bonds have been furnished before the contract is executed.

9.6 Progress Payments and Retainage

Progress payments and retainage on City construction contracts shall be made in accordance with Wis. Stat. § 66.0901(9). The retainage terms applicable to a project shall be stated in the bid documents.

10. Contracted Services and Other Contracted Purchases

10.1 Contracts Defined

For purposes of this Policy, "contracts" are defined as any document:

1. Requiring signature of statutory officers of the City;
2. Expressly waiving liability of the vendor;
3. Expressing a scope of service to be performed by the vendor;
4. Placing conditions, other than payment, upon the City; or
5. A lease agreement or memorandum of understanding (MOU).

10.2 Signatories

The Mayor, City Administrator, City Clerk, and City Treasurer are the City's signature authorities. The City Administrator may be authorized by the Common Council to execute contracts within the limits of this Policy. Contracts requiring Council approval shall be executed by the Mayor and City Clerk after Council authorization. Department Heads do not have legal standing to contract on behalf of the City unless expressly authorized to do so by the Council.

The City Administrator has the authority to sign contracts to purchase vehicles or equipment without an additional signatory, provided the purchase is included in the annual budget and meets the requirements of this Policy.

10.3 Contract Review

Department Heads are responsible for conducting a comprehensive review of any contract, as defined in § 10.1 (Contracts Defined), before it is submitted for execution. This includes understanding the scope of work, obligations, liability terms, and any conditions placed on the City, and confirming the contract is consistent with this Policy and the approved budget.

All contracts must be submitted to the City Administrator for review with sufficient time before the anticipated execution date — no later than two business weeks prior. Contracts submitted after this window may not be reviewed or executed in time to meet the Department Head's anticipated timeline, and any resulting delay is the responsibility of the Department Head.

The City Administrator shall review each submitted contract as to form and shall determine whether review by the City Attorney is also required.

All questions about whether a document constitutes a contract under this Policy should be directed to the City Administrator prior to execution.

10.4 Categories of Contracts

For purposes of §§ 10.5 through 10.9, City contracts fall into two categories:

a. **Routine Vendor Agreements** — agreements to purchase goods, supplies, materials, or equipment; equipment leases; maintenance, software, and subscription agreements; utility and telecommunications service; and similar commercial agreements entered into on the vendor's standard form.

b. **Service Agreements** — agreements under which a person or firm performs services for the City, including services performed on City property or using City equipment, professional services, public construction, and services involving access to City systems or protected information.

Where an agreement includes both elements and the service component is incidental to the purchase or lease of goods, the agreement is a Routine Vendor Agreement. Questions about which category applies shall be directed to the City Administrator.

10.5 Required Contract Terms

Every City contract shall be in writing and shall state the scope of the goods or services, the term, the price or rate, and the payment terms. **Service Agreements** shall additionally state:

1. Applicable performance standards and the basis on which the City will determine that performance is satisfactory;
2. Insurance requirements consistent with § 10.6 (Insurance);
3. A mutual indemnification provision;
4. A waiver of subrogation in favor of the City, under which the contractor agrees that its insurer shall have no right to seek recovery from the City, its officers, agents, employees, or insurers for any loss or damage arising from performance of the agreement to the extent that loss or damage is covered by the contractor's insurance; and
5. Termination provisions consistent with § 10.7 (Term, Renewal, and Termination).

Every City contract shall require the contractor to comply with all applicable federal, state, and local laws, including non-discrimination and tax reporting requirements.

10.6 Insurance

Before beginning work, a party to a **Service Agreement** shall furnish certificates of insurance evidencing at least the following, and shall provide any license or certification required for the work:

1. **Commercial General Liability** — $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury, property damage, and personal injury;

2. **Worker's Compensation** — statutory limits as required by Wisconsin law, with Employer's Liability coverage of at least $500,000 per accident for bodily injury or disease; and
3. **Commercial Automobile Liability** — where the contractor will operate a vehicle in performing the work, in an amount the City Administrator determines is appropriate.

Certificates shall name the City of Richland Center as an additional insured and shall evidence the waiver of subrogation required by § 10.5. Where a contractor will not provide an additional insured or waiver of subrogation endorsement, the City Administrator may accept the contractor's standard certificate without those endorsements for a low-risk engagement.

Certificates of insurance are not required for Routine Vendor Agreements.

The City Administrator may require higher limits or additional coverage — including professional liability, pollution liability, or excess or umbrella coverage — where the nature, value, or risk of the work warrants it, and may reduce or waive a requirement in writing for a low-risk or short-duration engagement.

A Department Head may require a background check for a contractor or contractor personnel who will work in a sensitive or public-facing role, or who will have unaccompanied access to City facilities, systems, or protected information.

10.7 Term, Renewal, and Termination

Every City contract shall state its term. The City shall not enter into a contract of indefinite duration.

Where a contract renews automatically unless the City acts to cancel it, the Department Head shall confirm the cancellation deadline and notice required, shall report both to the Financial Officer/Treasurer, and shall include that information when the contract is submitted for review under § 10.3 (Contract Review). The Financial Officer/Treasurer shall maintain a record of renewal and cancellation deadlines for City contracts.

Service Agreements shall provide that:

1. The City may terminate the agreement **for convenience**, without cause, upon written notice, with payment for work satisfactorily performed through the termination date;
2. Either party may terminate the agreement **for cause** upon written notice if the other party breaches a material term, becomes insolvent, or engages in unlawful, unethical, or damaging conduct; and
3. The agreement terminates upon **satisfactory completion** of the services described in the scope of work, unless extended by mutual written agreement.

A Routine Vendor Agreement need not permit termination for convenience. Where the vendor's standard form does not, the Department Head shall confirm the cancellation terms, the notice required, and any early termination charge, and shall include that information when the contract is submitted for approval.

10.8 Performance, Payment, and Disputes

Payment for contracted goods or services shall be made only after the Department Head, or a designee, verifies that the goods were received or the work was performed in conformity with the contract, and approves the invoice.

The Department Head shall report any significant issue regarding a contractor's performance, safety, or compliance to the City Administrator promptly.

Where a dispute arises under a City contract, the Department Head shall notify the City Administrator and together, they shall attempt to resolve it informally and shall consult the City Attorney where the matter is not readily resolved. Service Agreements may provide for mediation before either party commences legal action, with the costs of mediation shared equally unless the parties agree otherwise; the City Administrator, in consultation with the City Attorney, shall determine whether such a provision is appropriate for a particular contract. Nothing in this section limits any remedy available to the City.

10.9 Confidentiality and Data Security

A contractor with access to City records, systems, or protected information shall comply with the City's confidentiality and data security policies and shall protect the personal information of residents, employees, and others. Any suspected or actual breach of data security shall be reported to the City Administrator immediately. Contracts involving access to protected information shall include confidentiality and data security provisions appropriate to the information involved.

10.10 Electronic Signatures and Records

The City may execute contracts and related procurement documents by electronic signature, and may maintain procurement records in electronic form.

11. Purchasing Cards

11.1 Purpose

Purchasing cards help the City make routine purchases quickly and efficiently. They are a supplement to existing purchasing procedures, not a replacement for them — all purchases made with a City purchasing card must still meet the competitive pricing requirements of this Policy.

11.2 When to Use a Purchasing Card

Use a purchasing card when:

- The vendor cannot bill or invoice the City directly; or
- The vendor requires payment by card as a matter of vendor policy; or
- Using the card provides a better discount or rebate than the City would receive through a standard charge account.

11.3 Card Access

Department Heads decide which employees under their supervision may hold a purchasing card. Employees may not make purchases on a City card without their Department Head's prior knowledge and approval.

Before receiving a card, an employee must sign an agreement confirming that they:

1. Understand the purpose and appropriate use of a City purchasing card;
2. Have read and understand this Policy;
3. Understand that improper use of the card may result in disciplinary action, up to and including termination; and
4. Will return the card to the Department Head when requested, including for reasons such as:
    a. A change in job duties,
    b. Retirement or resignation,
    c. Termination of employment,
    d. Improper use of the card, or
    e. Any other reason determined appropriate by the Department Head or City Administrator.

11.4 Sales Tax Exemption

Purchases made on a City purchasing card remain exempt from city, county, and state sales tax. Cardholders are provided the City's tax-exemption number. Tax-exempt forms are available from the Clerk's Office. The cardholder is responsible for providing the vendor proof of tax-exempt status at the time of purchase.

If sales tax is charged, the cardholder is responsible for the amount of the tax. Reimbursement is governed by § 11.5.

11.5 Documentation, Payment, and Reimbursement

Submitting documentation. Employees shall submit supporting documentation to their Department Head as soon as possible after making a purchase. Acceptable documentation includes the original itemized sales receipt, which is required, and, where applicable, itineraries, rental agreements, completed registration forms, renewal notices, and order confirmations.

Each piece of documentation must clearly show the vendor's name; the date of purchase, and the time for meal reimbursements; the employee or employees involved; a description of the goods or services received; the amount; and the business purpose. Documentation must be marked as a purchasing card transaction.

Approval and submission. The Department Head reviews the documentation, assigns the appropriate account code, and signs off — the same process used for any other request for payment. The Department Head, or a designee, then submits the approved documentation to the Financial Officer/Treasurer.

Reconciliation and payment. Purchasing card statements are mailed directly to the Clerk's Office. Each receipt must be matched to the corresponding statement charge. Because the card vendor requires electronic payment within 14 days of the statement date, the City pays the statement before Council review, as permitted under § 6.5 (Approval and Payment of Claims). The related vouchers are presented to the Common Council at its next meeting.

Card return and reassignment. When an employee leaves City employment or no longer needs a purchasing card, the Department Head is responsible for retrieving the card. The Financial Officer/Treasurer maintains the official list of cardholders, and Department Heads shall notify the Financial Officer/Treasurer whenever a card needs to be issued, returned, or reassigned.

Reimbursement of excess, personal, or unauthorized charges. A cardholder shall reimburse the City for:

(a) the amount by which a meal purchase, including tip, exceeds the amount allowed under the Mileage and Expense Reimbursement Policy in the Employee Handbook;

(b) the full amount of any unauthorized or personal purchase; and

(c) sales tax charged on a purchase for which tax-exempt status was not established under § 11.4 (Sales Tax Exemption).

Within ten (10) calendar days of the purchase date or of written notice from the Financial Officer/Treasurer's Office, whichever is later, the cardholder shall obtain a credit or refund from the vendor and provide documentation, reimburse the City directly, or sign a written authorization directing the City to deduct the amount from a designated paycheck.

An amount that is neither credited, paid, nor authorized for deduction within the time allowed is a debt owed to the City and may be collected by any lawful means. The Financial Officer or Department Head may also suspend or revoke the cardholder's purchasing card privileges.

The Department Head may waive reimbursement of sales tax under (c) above upon determining that the vendor refused or was unable to honor the City's exemption despite the cardholder's reasonable effort.

11.6 Loss of Card Privileges

Non-compliance with this Policy — including but not limited to unauthorized purchases, missing or incomplete documentation, or use of the card for personal purchases — may result in suspension or permanent revocation of an employee's purchasing card privileges, in addition to any disciplinary action deemed appropriate, up to and including termination of employment.

The Department Head shall document any instance of non-compliance and the resulting action taken. A card revoked for non-compliance shall not be reissued to that employee without the approval of the City Administrator.

12. Emergency Purchases

12.1 Policy

Emergency purchasing procedures exist to allow the City to respond quickly when a genuine emergency makes normal purchasing channels — including competitive bidding and standard approval requirements — impractical. This authority is limited to genuine emergencies and shall not be used as a substitute for advance planning, or to avoid the standard purchasing process for reasons of convenience or scheduling preference.

This authority is separate from the Mayor's general expenditure authority described in § 3.2 (Approval of Time-Sensitive Budgeted Expenditures)*, which applies to budgeted purchases where time constraints — not necessarily emergency conditions — make Council approval impractical, and which applies only to expenditures from budgeted funds. Emergency Purchases under this section apply only when the criteria below are met and are not subject to a dollar limit.*

An emergency purchase may be made only when one or more of the following conditions exist:

1. There is an immediate threat to the health or safety of employees or the public;
2. Unforeseen damage or failure to City property, equipment, or infrastructure requires immediate repair or replacement to prevent further harm or loss;
3. A formal emergency has been declared by the City, County, State, or Federal government; or
4. Circumstances arising from a genuinely unforeseen event require an immediate purchase to avoid significant harm to the City, and there is insufficient time to follow normal purchasing procedures.

12.2 Approval and Documentation

The Mayor is authorized to approve emergency purchases of any amount made under this Policy, subject to § 12.3 (Emergency Public Construction). Prior to making an emergency purchase, the Department Head shall notify the Mayor and obtain approval, except where the emergency itself makes prior approval impossible — in which case notification shall occur as soon as practicable after the purchase. The Department Head shall also notify the City Administrator of the emergency purchase.

The Department Head shall document the nature of the emergency, the reason normal purchasing procedures could not be followed, and the basis for the purchase, and shall report the emergency purchase to the Common Council at its next meeting.

12.3 Emergency Public Construction

The emergency purchasing authority in this section applies to purchases of goods and services. It does not by itself excuse a public construction project from the bidding and notice requirements of Wis. Stat. § 62.15 and § 9 (Public Construction) of this Policy.

The statutory exception for emergency public construction is set out in Wis. Stat. § 62.15(1b) and is narrower than the general emergency authority in this section. It applies only to the repair and reconstruction of existing public facilities where damage or threatened damage endangers the public health or welfare of the City, and it requires a resolution determining that an emergency exists, adopted by the body exercising the powers of the board of public works. Under § 9.3 (Authority and Procedure for Public Construction), that body is the Public Works Committee.

Where the condition of a public facility requires immediate repair and there is not time to convene the Public Works Committee before work must begin, the Department Head shall notify the Mayor and the City Administrator and may proceed under § 12.2 (Approval and Documentation). The Department Head shall present the matter to the

Public Works Committee at the earliest opportunity so that the Committee may adopt the resolution required by Wis. Stat. § 62.15(1b), and shall report the work to the Common Council at its next meeting.

When the emergency condition has ended, the Common Council shall determine by majority vote at a regular or special meeting that the emergency no longer exists, as Wis. Stat. § 62.15(1b) requires.

13. Sale of Surplus Property

13.1 Tangible Property

City property is declared "surplus" when it is no longer necessary, practical, or economical for the City to retain. Department Heads are responsible for identifying surplus furniture, equipment, supplies, and similar items in their departments.

Where the estimated value of the surplus property is believed to be less than $5,000, the City Administrator may authorize its sale. Where the estimated value is believed to be $5,000 or more, the sale shall require authorization by the General Government Committee prior to disposal.

Once authorized, the City Administrator or designee is responsible for the sale or disposal of surplus property and shall determine the best method for doing so. Such methods may include online postings on established government surplus platforms such as Wisconsin Surplus (wisconsinsurplus.com) or GovDeals (govdeals.com), public bid, public auction, or private sale.

Lost, abandoned, and unclaimed property in the possession of the Police Department is not surplus property and is governed by the Police Department's own policy and by Wis. Stat. § 66.0139.

13.2 Real Estate

Whenever City-owned real property is proposed for sale, the City Administrator shall conduct an internal review to determine whether the City may need the parcel in the future, and for what purpose. The City Administrator shall prepare a report for the General Government Committee outlining the land sale request. The General Government Committee shall consider whether an appraisal is necessary and how the property may be disposed of. If the Committee recommends disposal, it shall forward that recommendation to the Common Council for final action. If the Committee does not recommend disposal, the request is denied and no further action is required.

To the extent referral is required by Wis. Stat. § 62.23(5), the proposed sale shall be referred to the Plan Commission for its consideration and report before the Common Council takes final action. The City Administrator shall obtain the City Attorney's determination as to whether a particular parcel is subject to that requirement. If the Plan Commission does not report within thirty (30) days, or within such longer period as the Common Council stipulates, the Council may take final action without the report. The Plan Commission's report is advisory and does not replace the recommendation of the General Government Committee or the final action of the Council.

The City Administrator is responsible for carrying out the Council's decision regarding disposition of the property. Property may be disposed of by public auction, sealed bids, or a mutual sales agreement.

14. Petty Cash

The Clerk/Treasurer's Office may hold one petty cash box for the Clerk/Treasurer's Office, Parks & Recreation, Zoning, and the Public Works Department. The following facilities may also hold a petty cash box:

1. Community/Senior Center
2. Aquatic Center
3. Police Department

Department Heads may submit a signed receipt for reimbursement stating what the items were purchased for. Purchases from petty cash ($10 and under) are to be kept to a minimum. At no time shall there be more than $50 in each box.

All other reimbursable expenses will be reimbursed on the employee's paycheck as non-taxable reimbursement.

15. Charge Accounts at Various Businesses

The Clerk/Treasurer's Office is responsible for establishing charge accounts with vendors and informing each vendor which employees are authorized to charge purchases to the account.

Charges may only be made for official City business. An employee shall not use a charge account for any personal purchase or any purchase that is not directly for official City business.

15.1 Consequences of Misuse

If a charge account is used for a personal or non-City purchase, the account may be closed. The employee responsible for the improper charge may be subject to disciplinary action, up to and including termination of employment, and will be personally liable for reimbursement to the City.

The Financial Officer may require future purchases from that vendor to be made through the standard purchasing process described elsewhere in this Policy, rather than through a charge account.

16. Internal Controls and Procurement Records

16.1 Internal Controls

The following controls apply to all City purchases, including exempt expenditures under § 5.3 (Exempt Expenditures):

(1) A purchase shall not be made or approved unless sufficient budget authority exists and funds are available.

(2) No department may charge a purchase against the budget account of another department without prior authorization.

(3) Before approving an invoice for payment, the Department Head or a designee shall verify that the goods were received or the services were performed, that the quantity and price are correct, and that the account coding is correct.

(4) All invoices shall have Department Head or designee approval before payment is processed.

(5) The City shall not pay for goods or services in advance of delivery unless the prepayment is disclosed in advance, noted on the quotation or invoice, and authorized by the City Administrator.

(6) Purchasers are responsible for ensuring that purchases are processed as tax-exempt, consistent with § 6.2 (Sales Tax Exemption).

(7) Every reasonable effort shall be made to take available vendor discounts and to avoid finance charges, late fees, and interest, consistent with § 6.3 (Vendor Discounts) and § 6.4 (Prompt Payment).

(8) To the extent practicable, the person who authorizes a purchase shall not be the same person who issues payment for it.

(9) Unused checks shall be kept secure, and no check shall be signed before it is completely filled out.

(10) The Financial Officer/Treasurer shall review processed payments before checks or electronic payments are released.

(11) Documentation supporting each purchase shall be retained in accordance with § 16.2 (Procurement Records and Retention).

Department Heads, in coordination with the City Administrator, are responsible for ensuring that the procedures in this Policy are followed within their departments. The City Administrator and Financial Officer/Treasurer are responsible for the City-wide operation of these controls, and shall report any significant control deficiency to the General Government Committee.

Consequences of non-compliance. Failure to follow this Policy may result in the loss of purchasing authority, purchasing card privileges, or charge account privileges. An employee who makes an unauthorized purchase may be required to reimburse the City, by direct payment or, with written authorization, by payroll deduction. Non-compliance may also result in disciplinary action under the City's personnel policies, up to and including termination, and the City may refer a matter for criminal prosecution where the circumstances warrant.

16.2 Procurement Records and Retention

The Department Head is responsible for maintaining a procurement file for each purchase subject to the requirements of this Policy. The file shall contain the solicitation, all bids, quotes, or proposals received, the bid tabulation, any written justification or documentation required by this Policy, the approval obtained, and the executed contract.

Procurement, bid, and contract records shall be retained and disposed of in accordance with Wis. Stat. § 19.21 and the records retention schedules approved under Wis. Stat. § 16.61(3)(e) and adopted by the City. No such record may be destroyed except as that schedule permits. Where a purchase is made with grant funds, the retention period required by the grant applies if it is longer than the period that would otherwise apply.

17. Effective Date

This Policy takes effect on the date of its adoption by the Common Council and remains in effect until amended or repealed. It supersedes and replaces all prior purchasing and procurement policies, resolutions, and administrative directives of the City to the extent they conflict with it.

Solicitations issued and contracts awarded before the effective date remain governed by the policy in effect at the time the solicitation was issued or the contract was awarded. Purchases initiated but not yet completed as of the effective date shall follow this Policy.

As provided in § 1 (Purpose), any mandatory applicable state or federal law or regulation supersedes this Policy, as do the terms of any grant or funding agreement to which the City is a party. If any provision of this Policy is held invalid or unenforceable, the remaining provisions remain in full force and effect.

18. Amendment

18.1 General Government Committee Authority

The General Government Committee may amend this Policy from time to time as it deems necessary, except as provided in § 18.2. An amendment adopted by the Committee takes effect upon adoption and shall be reported to the Common Council at its next regular meeting. The Common Council may modify or rescind any amendment adopted by the Committee.

The Financial Officer/Treasurer shall maintain the current version of this Policy, record the date of each amendment, and make the current version available to all Department Heads.

18.2 Amendments Reserved to the Common Council

The following provisions may be amended only by the Common Council:

1. Any dollar threshold in this Policy, including the approval thresholds in § 5.1 (Routine Budgeted Purchases), the competitive bidding thresholds in § 7.2 (When Competitive Bidding Is Required), and the professional services threshold in § 8 (Professional Services); and
2. Any provision governing who is authorized to sign contracts or otherwise bind the City, or delegating purchasing, contracting, or expenditure authority to any officer, employee, committee, board, or commission, including § 3.2 (Approval of Time-Sensitive Budgeted Expenditures), § 10.2 (Signatories), and § 12.2 (Approval and Documentation).

This section may itself be amended only by the Common Council.

18.3 Limitation on Amendments

No amendment adopted under this section may conflict with Wisconsin law, City ordinance, the City's adopted budget, or the requirements of any federal award or other grant or funding agreement, including 2 CFR Part 200. Where a threshold or procedure in this Policy is set by statute, an amendment may make the City's requirement more restrictive than the statute requires but may not make it less restrictive.

Appendix A — Requirements for Federally Funded Procurements

This Appendix applies in addition to the body of this Policy whenever goods or services are procured in whole or in part with federal grant funds. Where this Appendix is more restrictive than the body of this Policy, this Appendix controls.

A.1 Cost Allowability for Charges Against Federal Awards (required under 2 CFR 200.302(b)(7))

All costs incurred by the City under a grant award from the U.S. Department of Transportation, Federal Transit Administration (FTA), are subject to the cost allowability standards set out in the applicable OMB Uniform Guidance (2 CFR Part 200) — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This same procedure applies to any other federal award received by the City, regardless of the awarding agency or pass-through entity, to the extent required by 2 CFR Part 200 or the terms of the applicable award.

Prior to entry into the general ledger, the Financial Officer shall review each expense charged to a federal award and determine that it meets the following:

A.1.1 Allowability

The expense meets the general requirements of 2 CFR § 200.403(a)–(h). The City maintains a system of internal controls over federal expenditures to provide reasonable assurance that federal awards are used only for allowable activities, and that costs charged to federal awards:

- Are necessary and reasonable for the performance of the award and allocable to it;
- Conform to any limitations or exclusions in the cost principles or the award itself;
- Are treated consistently with the City's policies for both federally funded and other activities;
- Receive consistent treatment;
- Are determined in accordance with generally accepted accounting principles;
- Are not also used to meet cost-sharing or matching requirements of any other federally funded program, in the current or a prior period; and
- Are adequately documented.

A.1.2 Selected Items of Cost

The expense is consistent with the applicable cost-allowability factors in 2 CFR §§ 200.420–200.476.

A.1.3 Grant Budget

The expense is consistent with the allowable costs set out in the grant agreement.

This review applies regardless of whether the City classifies the expense as a direct or indirect (F&A) cost.

If the expense is allowable, the Financial Officer shall code it to the account established for the applicable federal award and record it in the general ledger. If the Financial Officer cannot determine allowability, the City Administrator shall be consulted before the cost is entered in the general ledger. If the question cannot be resolved at the City level, the City shall seek clarification from the federal awarding agency or pass-through agency.

If an expense is determined ineligible for reimbursement under the federal award, the Financial Officer shall record it in Account [account number to be established], "Ineligible Costs."

ADOPTED by the Common Council of the City of Richland Center on this 1st day of September, 2026 by the following vote: AYES _____ , NOS _____

CITY OF RICHLAND CENTER
RICHLAND COUNTY, WISCONSIN

Attest:

______________________________ ______________________________

Karin Tepley, Mayor Amanda Keller, City Clerk

Richland CENTER
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STAFF REPORT
August 26, 2026

PROPERTY INFORMATION

Applicant/Agent:	Excel Engineering Inc.	**Date:**	August 26, 2026
Property Owner:	Schreiber Foods Inc.	**Parcel No:**	276-2100-7630
Site Address:	920 Sextonville Rd	**District:**	Industrial

REQUEST TYPE

Schreiber Foods Inc requests a **Conditional Use Permit (CUP)** to process dairy products in accordance with 409.04(3a) at 920 Sextonville Road.

Upon issuance of a CUP, Schreiber will obtain zoning permits for two projects: whey silo additions on the eastern side of the property, and a new intake bay on the south side of the property.

STAFF REVIEW AND FINDINGS

Comprehensive Plan Alignment: ☒ YES ☐ NO

Schreiber Foods is a long-established employer in Richland Center whose operation sits at the intersection of the two industries the Comprehensive Plan identifies as the city's largest economic drivers — manufacturing and agriculture — and reflects the community's longstanding ties to the Wisconsin dairy industry. The plan calls on the City to build strong partnerships with existing industries and documents a decline in local manufacturing employment over the past decade. This request represents reinvestment by an established employer at an existing facility with existing infrastructure, on land already designated Industrial. It retains jobs and processing capacity in the city and requires no conversion of undeveloped land. Staff find the request consistent with applicable provisions of the Comprehensive Plan.

Public Works / Utilities / Zoning Input: ☒ ADEQUATE ☐ INADEQUATE

Environmental / Site Conditions: ☒ SUITABLE ☐ UNSUITABLE

Recommended Conditions:

1. This permit authorizes the processing of dairy products at 920 Sextonville Road Parcel No. 276-2100-7630, as described in the application.
2. Dairy processing operations shall not encroach upon required parking, fire lanes, or public sidewalks.
3. All fuel, chemicals, and other hazardous or flammable materials associated with the use shall be stored in appropriate leak-proof containers in compliance with applicable Wisconsin DNR, EPA, and fire code requirements.
4. All industrial waste materials, including empty chemical containers, shall be disposed of in accordance with all applicable federal, state, and local regulations per Ord. 409.06(e).
5. This permit is granted as a Specific Conditional Use and runs with the land.

Staff Recommendation

☐ Approve the application for a Conditional Use Permit as presented.

☒ Approve the application for a Conditional Use Permit with conditions as presented.

☐ Deny the application for Conditional Use Permit.

PLAN COMMISSION REVIEW

Applicant: Schreiber Foods **Parcel Number:** 276-2100-7630 **Meeting Date:** Aug 26, 2026

Plan Commission Review Criteria (§400.05(7)(h))	YES	NO
1. The request is consistent with applicable provisions of the Comprehensive Plan (2022–2032) and the Future Land Use Map.	☒	☐
2. **The request is compatible with the existing or allowable uses of adjacent properties**. *The use has long operated at this location and adjoins other industrial uses.*	☒	☐
3. **The request can demonstrate adequate public facilities (roads, drainage, potable water, sanitary sewer, and police and fire protection) exist or will exist to serve the use at the time such facilities are needed.** *Existing structure and use with infrastructure in place. Wastewater is treated by RCRE rather than City Utilities.*	☒	☐
4. **The request can demonstrate adequate provisions for maintenance of the use and associated structures approved under the permit.** *The applicant is an established operator that maintains the facility and associated structures as part of ongoing operations.*	☒	☐
5. **The request has minimized, to the degree possible, adverse effects on the natural environment.** *The property presents no significant floodplain, wetland, or slope constraints. Operations are conducted within enclosed structures.*	☒	☐
6. **The request will not create undue traffic congestion.** *The site uses existing access onto Sextonville Road, requiring no new access points or modifications to traffic circulation.*	☒	☐
7. **The request will not adversely affect public health, safety and welfare.** *The use involves cleaning chemicals, ammonia, fuel and other hazardous materials; conditions requiring storage in appropriate containers and disposal in compliance with applicable DNR, EPA, and fire code regulations sufficiently mitigate risk to the public.*	☒	☐
8. **The request conforms to all applicable provisions of this code.** *The use complies with the performance standards of §409.06.*	☒	☐

Finding under Wis. Stat. § 62.23(7)(de): The applicant has demonstrated by substantial evidence that all requirements and conditions established by the City are or shall be satisfied. ☒ YES ☐ NO

Richland CENTER
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PLAN COMMISSION REPORT

August 26, 2026

Plan Commission Acknowledgement and Action

Based on the substantial evidence provided in the application and the testimony at the public hearing, the Plan Commission finds that all criteria have been met, subject to the following conditions:

1. This permit authorizes the processing of dairy products at 920 Sextonville Road Parcel No. 276-2100-7630, as described in the application.
2. Dairy processing operations shall not encroach upon required parking, fire lanes, or public sidewalks.
3. All fuel, chemicals, and other hazardous or flammable materials associated with the use shall be stored in appropriate leak-proof containers in compliance with applicable Wisconsin DNR, EPA, and fire code requirements.
4. All industrial waste materials, including empty chemical containers, shall be disposed of in accordance with all applicable federal, state, and local regulations per Ord. 409.06(e).
5. This permit is granted as a Specific Conditional Use and runs with the land.

Having reviewed the application against the criteria in §400.05(7)(i), and finding the applicant has demonstrated by substantial evidence that the applicable requirements are or will be satisfied as required by Wis. Stat. § 62.23(7)(de), the Plan Commission recommends **APPROVAL** of a Specific Conditional Use Permit to Schreiber Foods, Inc. for the processing of dairy products at 920 Sextonville Road, Parcel No. 276-2100-7630, subject to the conditions set forth below.

Suggested Motion: *Motion to recommend that the Common Council approve a Specific Conditional Use Permit for Schreiber Foods, Inc. at 920 Sextonville Road (Tax Parcel No. 276-2100-7630) for the processing of dairy products in accordance with §409.04(3a), subject to the Conditions of Approval set forth in the Plan Commission report dated 8/26/2026.*

Signature: ______________________________ **Date:** __________

Chris Jarvis, Chair

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Agenda Item: 2026 Street Maintenance Bid Award

Requested & Presented by: DPW – Jasen Glasbrenner

Meeting Date: Public Works Committee on 08/20/2026
Budget Committee and Common Council on 9/1/206

Committee Review:

Background: Request for bids was released on August 6th , 2026. Bids were due by Thursday, Aug 20th at 12pm. Bids were received from three companies and were opened at approximately 12pm on Aug 20th, 2026 by DPW – Jasen Glasbrenner and Clerk- Amand Keller. Please refer to the Bid Talley Sheet.

Department Recommendation: Staff recommend executing a contract with the low bidder, Fahrner Asphalt Sealers, LLC.

Financial Impact: ≈ $250,000

Funding Source: Capital Outlay Budgeted Expenditure – for Street Overlays / Chip Sealing = $250,000

Potential Motions:

PUBLIC WORKS: Motion to recommend to the Budget Committee the award of the 2026 Street Maintenance and Improvements Bid to Fahrner Asphalt Sealers, LLC at a cost not to exceed $250,000.

BUDGET COMMITTEE: Motion to recommend to the Common Council the award of the 2026 Street Maintenance and Improvements Bid to Fahrner Asphalt Sealers, LLC at a cost not to exceed $250,000.

COUNCIL: Motion to award the 2026 Street Maintenance and Improvements Bid to Fahrner Asphalt Sealers, LLC at a cost not to exceed $250,000.

Attachment(s):

- Bid Packet
- Bid Responses
- Bid Tabulation

Group A Work - BID

BID Tabulation 8/20/2026		Struck & Irwin			Scott Construction			Fahrner		
		Insurance and Bond = yes			Insurance and Bond = yes			Insurance and Bond = yes		
Descriptin	Unit	Bid Quantity	Unit Price	Line-Item Total	Bid Quantity	Unit Price	Line-Item Total	Bid Quantity	Unit Price	Line-Item Total
Group A — Emulsion Chip Seal – CRS2P	Per Sq Yard	**NO BID**	$	$	40682	$4.49	$182,662.18	38852	$2.93	$113,836.36
Prep work – Crack Seal Proposed	Per Lin. Foot		$	$	42000	$1.27	$53,340.00	19500	$1.43	$27,885.00
Prep Work – Mastic Patch Proposed	Per Pound		$	$	38000	$2.76	$104,880.00	29900	$2.56	$76,544.00
Prep Work – Flex Patch Proposed	Per Pound		$	$		$	$	7927.265	$2.56	$20,293.80
Prep Work – Injection Patch Proposed	Per Ton		$	$		$	$	40	$670.00	$26,800.00
TOTAL							**$340,882.18**			**$265,359.16**
Group A — MAC5 Chip Seal	Per Sq Yard	NO BID	$	$	40682	$4.20	$170,864.40	38852	$2.93	$113,836.36
Prep work – Crack Seal Proposed	Per Lin. Foot		$	$	42000	$1.27	$53,340.00	19500	$1.43	$27,885.00
Prep Work – Mastic Patch Proposed	Per Pound		$	$	38000	$2.76	$104,880.00	29900	$2.56	$76,544.00
Prep Work – Flex Patch Proposed	Per Pound		$	$		$	$	7927.265	$2.56	$20,293.80
Prep Work – Injection Patch Proposed	Per Ton		$	$		$	$	40	$670.00	$26,800.00
TOTAL							$329,084.40			**$265,359.16**
Group A — Micro	Per Sq Yard	40676	$3.88	$157,822.00	NO BID	$	$	38852	$3.53	$137,147.56
Prep work – Crack Seal Proposed	Per Lin. Foot	9200	$1.80	$16,560.00		$	$	19500	$1.43	$27,885.00
Prep Work – Mastic Patch Proposed	Per Pound		$	$		$	$	29900	$2.56	$76,544.00
Prep Work – Flex Patch Proposed	Per Pound		$	$		$	$	7927.265	$2.56	$20,293.80
Prep Work – Injection Patch Proposed	Per Ton	38	$680.00	$25,840.00		$	$	40	$670.00	$26,800.00
TOTAL				**$200,222.00**						**$288,670.36**

Group B Work - BID

BID Tabulation 8/20/2026		Struck & Irwin			Scott Construction			Fahrner		
		Insurance and Bond = yes			Insurance and Bond = yes			Insurance and Bond = yes		
Group B — Crack Sealing - Prepped and Applied	Per Lin. Foot	**NO BID**	$	$	80000	$1.44	$115,200.00	60108	$1.43	$85,954.44
Group B — Mastic Patch - Prepped and Applied	Per Pound		$	$	10000	$4.89	$48,900.00	21000	$2.56	$53,760.00
Group B — Flex Patch - Prepped and Applied	Per Pound		$	$	NO BID	$	$	6000	$2.56	$15,360.00
Group B — Spray Injection Patch – Prepped and Applied	Per Ton		$	$	NO BID	$	$	10.5	$670.00	$7,035.00
TOTAL			$	$		$	**$164,100.00**		$	**$162,109.44**

Struck & Irwin	
Total Bid Price for prep and Emulsion Chip Seal =	No Bid
Total Bid Price for prep and MAC5 Chip Seal =	No Bid
Total Bid Price for prep and Micro Seal =	$ 200,222.88
Total Bid Price for Group B Patching and Repair =	No Bid
To Include:	
Lft Crack Sealing	9200
Pounds of Mastic Patch	n/a
Pounds of Flex Patch	n/a
Tons of Injection Patch	38

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

Scotts	Single Chip	Double Chip
Total Bid Price for prep and Emulsion Chip Seal =	$ 340,882.18	$523,544.36
Total Bid Price for prep and MAC5 Chip Seal =	$ 329,084.40	$499,948.80
Total Bid Price for prep and Micro Seal =	No Bid	No Bid
Total Bid Price for Group B Patching and Repair =	$ 164,100.00	$164,100.00
To Include:		
Lft Crack Sealing	80000 @ 1.44	
Pounds of Mastic Patch	10000 @ 4.89	
Pounds of Flex Patch	n/a	
Tons of Injection Patch	n/a	

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

Fahrner	
Total Bid Price for prep and Emulsion Chip Seal =	$ 265,359.16
Total Bid Price for prep and MAC5 Chip Seal =	$ 265,359.16
Total Bid Price for prep and Micro Seal =	$ 288,558.13
Total Bid Price for Group B Patching and Repair =	$ 162,109.44
To Include:	
Lft Crack Sealing	60108
Pounds of Mastic Patch	21000
Pounds of Flex Patch	6000
Tons of Injection Patch	10.5

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

Richland CENTER PUBLIC WORKS

CITY OF RICHLAND CENTER, WISCONSIN

2026 Street Maintenance and Improvements

Request for Bids – August 6th, 2026

BIDS DUE: 12:00 P.M., THURSDAY, AUGUST 20, 2026

Office of the City Clerk | 450 S. Main Street | Richland Center, WI 53581

608-647-3466 | richlandcenterwi.gov

Advertisement for Bids

Sealed bids will be received by the City of Richland Center for 2026 street maintenance and improvements, consisting of crack sealing, pothole and pavement repair using spray-injection and mastic patching, and applying an emulsion or MAC5 chip seal or micro surfacing at various locations totaling approximately 30 blocks of City streets, as identified in Exhibit A — 2026 Street Repair List, attached to this RFP.

Bids will be received at the Office of the City Clerk, 450 S Main St, Richland Center, WI 53581, until 12:00 p.m. on Thursday, August 20, 2026, at which time and place they will be publicly opened and read aloud. Each bid must be accompanied by a certified check or bid bond equal to at least 5% but not more than 10% of the bid, payable to the City, as required by Wis. Stat. § 62.15(3).

Plans, specifications, contract and bond forms, the bid form, and all other Contract Documents are available at https://www.richlandcenterwi.gov/rfps.

Questions may be directed to Jasen Glasbrenner, Director of Public Works, at 608-647-3466 ext. 225 or jasen.glasbrenner@richlandcenterwi.gov. Questions must be submitted in writing no later than Thursday, August 13, 2026.

The contract will be awarded to the lowest responsible bidder. The City reserves the right to award this contract to a single Contractor for all work, or to award Group A and Group B work separately to two different Contractors, whichever the City determines to be in its best interest. The City reserves the right to reject any and all bids and to waive any informality in bidding.

Published by the authority of the Common Council, City of Richland Center. By Amanda Keller, City Clerk.

Specifications

A. Competitive Sealed Bidding

This project exceeds the statutory bidding threshold under Wis. Stat. § 62.15, and is therefore subject to competitive sealed bidding with award to the lowest responsible bidder. Bids must be sealed, delivered in a marked envelope to the Clerk's Office, and received by the stated deadline; emailed bids will not be accepted.

B. Scope of Work – Treatment Groups

The following Groups are referenced in the Treatment Group column of the Street Repair List of Exhibit A.

- **Group A** - Prep and Chip Seal or Micro Surface (surface choice at the City's discretion), including all associated prep and finish work (including crack sealing, mastic or flex patching, or injection patching). If the bidder is able, they should provide bid line items for emulsion (CRS2P) chip seal, MAC5 chip seal and Micro Seal. The chip seal aggregate shall be a fractured granite.
- **Group B** - Crack Sealing, Mastic Patching, Flex Patching, and Spray-Injection Patching (including all associated prep and finish work).

C. Scope of Work – Street/Road Repair List

The specific streets/roads, treatment group, pavement rating, lengths and widths are identified in the Street Repair List (Exhibit A) and in Maps 1–4 (Exhibit B).

D. Bid Quantities

Width and Length dimensions listed in Exhibit A are approximate. All bidders are required to inspect the road conditions and establish bid quantities necessary to complete the work on each Street/Road listed in the Street Maintenance & Improvement Project. The quantity of each type of product application the bidder is providing should be listed as a line item with the unit of measure and the price clearly labeled as described in Section K. Actual quantities will be determined by the City upon award, per the locations designated. The City reserves the right to increase, decrease, or reassign locations and to eliminate streets or treatments to meet budget.

E. Bid Security and Bonding

Each bid must be accompanied by a certified check or bid bond equal to at least 5% but not more than 10% of the bid, payable to the City, per Wis. Stat. § 62.15(3). The successful bidder must sign the contract and deliver a performance/payment bond (typically 100% of the contract amount) within the time stated in the bid documents. Bid security will be returned once the signed contract and verified bond are on file.

F. Insurance and Workers Compensation

The Contractor shall furnish evidence of Workers Compensation (statutory limits), General Liability ($1,000,000 per occurrence / $1,000,000 aggregate), Auto Liability ($1,000,000), and Umbrella Liability ($1,000,000), with the City of Richland Center named as an additional insured. Certificates of insurance shall be filed with the bid or contract documents.

G. Traffic Control

The Contractor shall provide safety and warning signage needed for crack sealing, patching, and chip seal/micro surfacing operations. The Contractor shall provide advanced notice of the work to be done to property owners in the area affected. The Contractor shall be responsible for posting 'No Parking' notices as needed.

H. Project Timing / Completion

The City recognizes that Group A work (chip seal / micro surfacing) is temperature and weather dependent. If a bidder believes they are unable to complete the work list within the recommended weather application season of 2026, they should clearly specify what work they can complete in 2026. Bidders should indicate in their bid submission their work timeline for the completion of each type of work.

The City would like as much of the Group B work (crack sealing, mastic and flex patching, and spray-injection patching) performed as possible in late summer and early fall of 2026 unless late season applications compromise the life expectancy of the product.

I. Award of Contract

The DPW will tabulate bids and bring a recommendation to the Public Works Committee, which will forward a recommendation to the Common Council. The City reserves the right to award this contract as a single contract covering both Group A and Group B work, or to award Group A and Group B work separately to two different bidders, based on each bidder's demonstrated ability, pricing, and qualifications for the applicable scope of work. The Council will make the award(s) by vote to the lowest responsible bidder(s) for each Group, considering price, references, and demonstrated ability to perform similar municipal work. The City reserves the right to reject any or all bids and to waive informalities in bidding. The final bid award is expected to be announced on Wednesday September 2nd, 2026.

J. Questions During the Bid Process

All questions shall be directed, in writing, to Jasen Glasbrenner, Director of Public Works, at 608-647-3466 ext. 225 or jasen.glasbrenner@richlandcenterwi.gov, no later than Thursday, August 13, 2026.

K. 2026 Street Maintenance and Improvements — Bidding Format

Bids should be submitted including line-item costs for each option you are able to provide. Line item quantities are based on your estimates.

Line-Item Table

Item	Unit	Bid Quantity	Unit Price	Line-Item Total
Group A — Emulsion Chip Seal – CRS2P	Per Sq Yard		$	$
Group A — MAC5 Chip Seal	Per Sq Yard		$	$
Group A — Micro Seal	Per Sq Yard		$	$
Group B — Crack Sealing - Prepped and Applied	Per Lin. Foot		$	$
Group B — Mastic Patch - Prepped and Applied	Per Pound		$	$
Group B — Flex Patch - Prepped and Applied	Per Pound		$	$
Group B — Spray Injection Patch – Prepped and Applied	Per Ton		$	$

Bids should clearly indicate Total Bid Pricing for each application type the bidder is able to provide.

Total Bid Price for prep and Emulsion Chip Seal = ____________________________________

Total Bid Price for prep and MAC5 Chip Seal = ____________________________________

Total Bid Price for prep and Micro Seal = ____________________________________

Total Bid Price for Group B Patching and Repair = ____________________________________

To Include:

________ Lft Crack Sealing
________ Pounds of Mastic Patch
________ Pounds of Flex Patch
________ Tons of Injection Patch

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

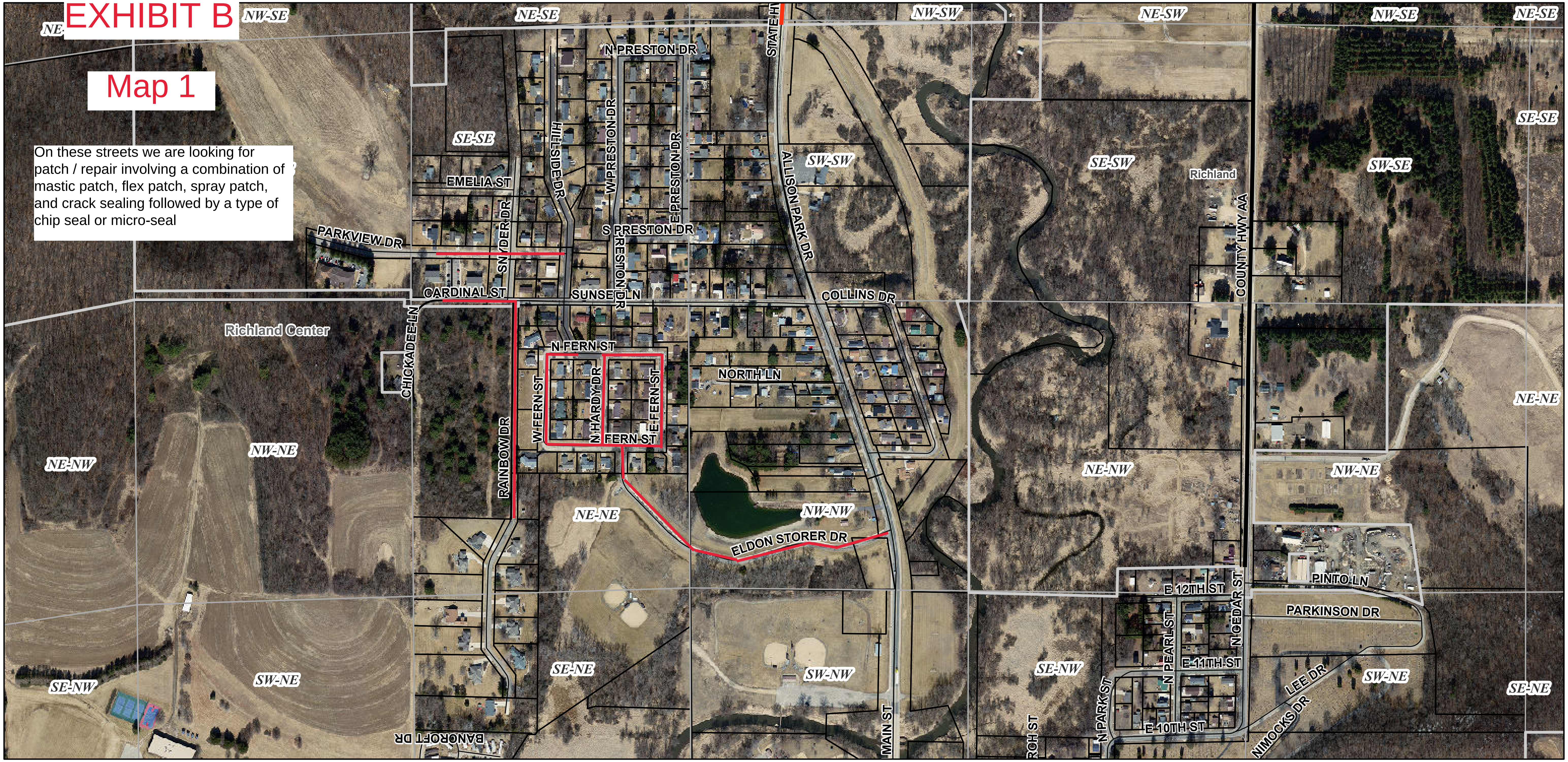
Exhibit A — 2026 Street/Road Repair List

The following Streets/Roads are proposed for treatment under this contract, organized by Map and Area. Group indicates the treatment group defined in Section B (A = Prep and Chip Seal or Micro Surfacing; B = Crack Seal, Mastic, Flex & Spray-Injection Patching). Rating is the City's internal pavement condition rating. Reference maps for each Street/Road are included in Exhibit B.

Map	Area	Street/Road	Overall Rating	Treatment Group	Length (ft)	Width (ft)	Limits
1	APark	Parkview Dr	2	A	535	36	From Hillside Dr to the west until pavement change
1	APark	Cardinal St	2	A	300	18	Starting at Snyder Dr & going East
1	APark	Rainbow Dr	3	A	1,109	26	Starting at Sunset Lane & going south
1	APark	N Fern St	3	A	430	36	From W Fern St to E Fern St
1	APark	W Fern St	5	A	460	20	From N Fern St to S Fern St
1	APark	E Fern St	3	A	460	36	From N Fern St to S Fern St
1	North	N Hardy Dr	7	A	420	36	From W Fern St to E Fern St
1	APark	S Fern St	5	A	550	20	From W Fern St to E Fern St
1	APark	Eldon Storer Dr	6	A	1,600	24	From S Fern St to Hwy 80N
2	South Main	E Seminary St	3	A	1,100	36	From South Park St to Burnham St.
2	South Main	Burnham St	2	A	280	25	From E Seminary to E Hazeltine
2	South Main	S Larson St	1	A	317	16	From E Hazeltine to E Kinder
2	South Main	S Larson St	3	A	317	30	From E Kinder to E Burton
2	South Main	S Larson St	6	A	317	30	From E Burton to E South
2	South Main	E South St	2	A	1,950	30	From S Church St to S Rosa St
2	South Main	S Rosa St	3	A	340	30	From E Burton St to E South St
2	South Main	S Rosa St	4	B	250	30	From E South St, going south to end
2	South Main	S James St	3	A	330	30	From E South St to E Gage St
3	South Main	S James St	4	A	640	30	From E Gage to E Ward St
3	South Main	Lincoln St	3	A	315	26	From S Park St to S Sheldon St
3	South Main	Lincoln St	2	A	150	30	From S James to east end
3	South Main	S Sheldon St	3	A	575	30	From E Ward to Sextonville Rd
4	South Main	E Kinder St	2	A	280	30	From S Central Ave to S Church St.
4	North	W 6th St	—	B	687	48	From N Orange St to N Main St
4	North	Hwy 14 / N&S Orange St	—	B	5,000	56	From E 6th St to Hwy 80 South / S Main St
4	South Main	W&E Seminary St	—	B	1,340	46	From S Orange St to S Church St
4	South Main	N&S Church St	5	B	1,050	42	From E Union St to E Seminary St
4	South Main	W&E Gage St	2	B	600	36	From E Union St to E Seminary St

Exhibit B — Street / Road Maps

City of Richland Center, WI



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Roads (County GIS Link)
- Town Roads
- County Highway
- State Highway

- City Streets
- Municipalities (County GIS Link)
- Section Quarter Quarters (County GIS Link)
- Parcel Lines (County GIS Link)

Richland_Co_2025.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3

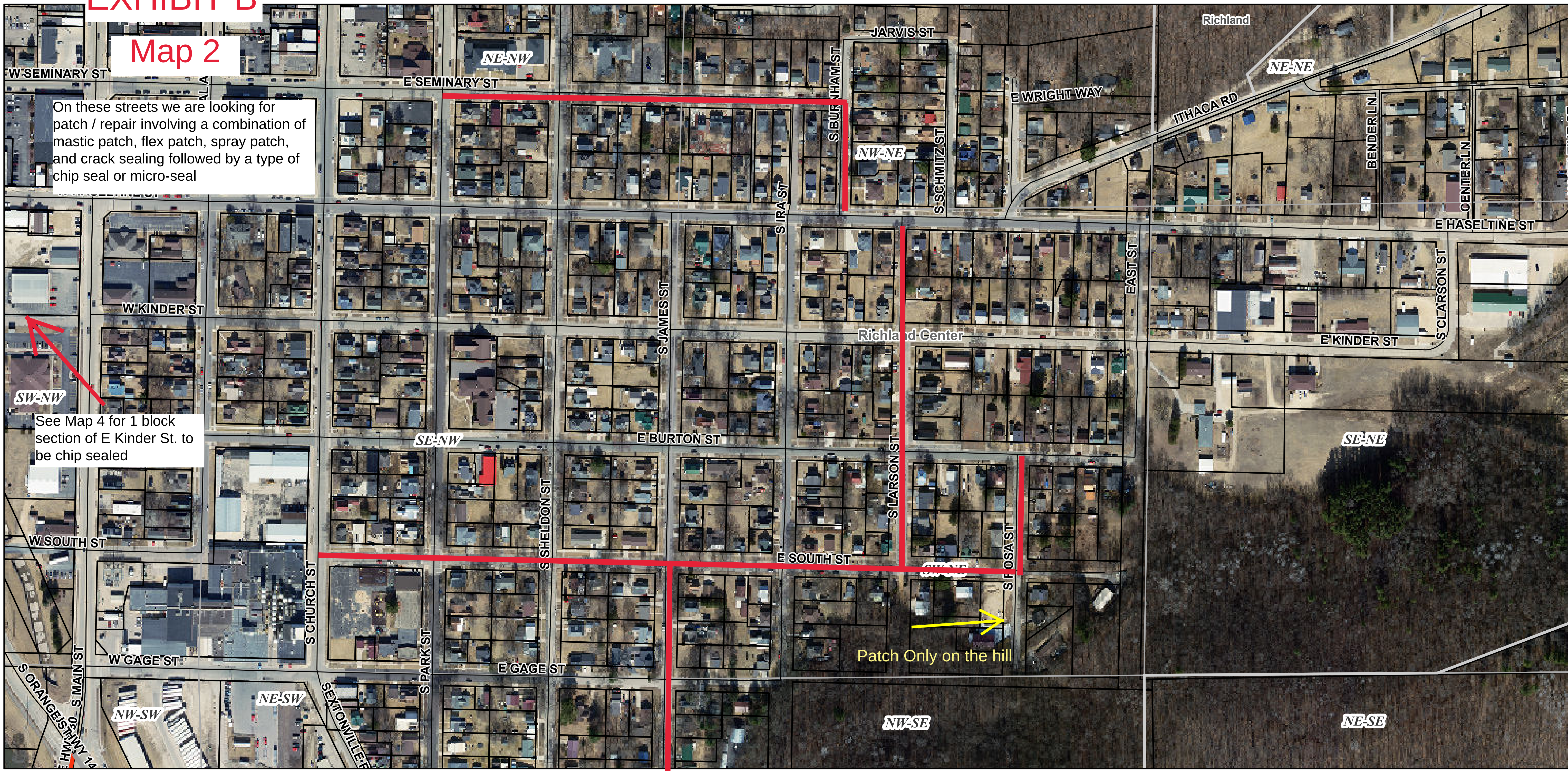
1:7,677

0 345 690 1,380 ft

0 105 210 420 m

Richland County, WI

City of Richland Center, WI



8/4/2026, 2:12:51 PM

1:4,606

Roads (County GIS Link)	Municipalities (County GIS Link)	Richland_Co_2025.sid
US Hwy	Section Quarter Quarters (County GIS Link)	Red: Band_1
State Highway	Parcel Lines (County GIS Link)	Green: Band_2
City Streets		Blue: Band_3

0 210 420 840 ft
0 62.5 125 250 m

Richland County, WI

City of Richland Center, WI

Item 15.

8/4/2026, 3:01:39 PM

Roads (County GIS Link)
- US Hwy
- State Highway
- City Streets

Municipalities (County GIS Link)
Section Quarter Quarters (County GIS Link)
Parcel Lines (County GIS Link)

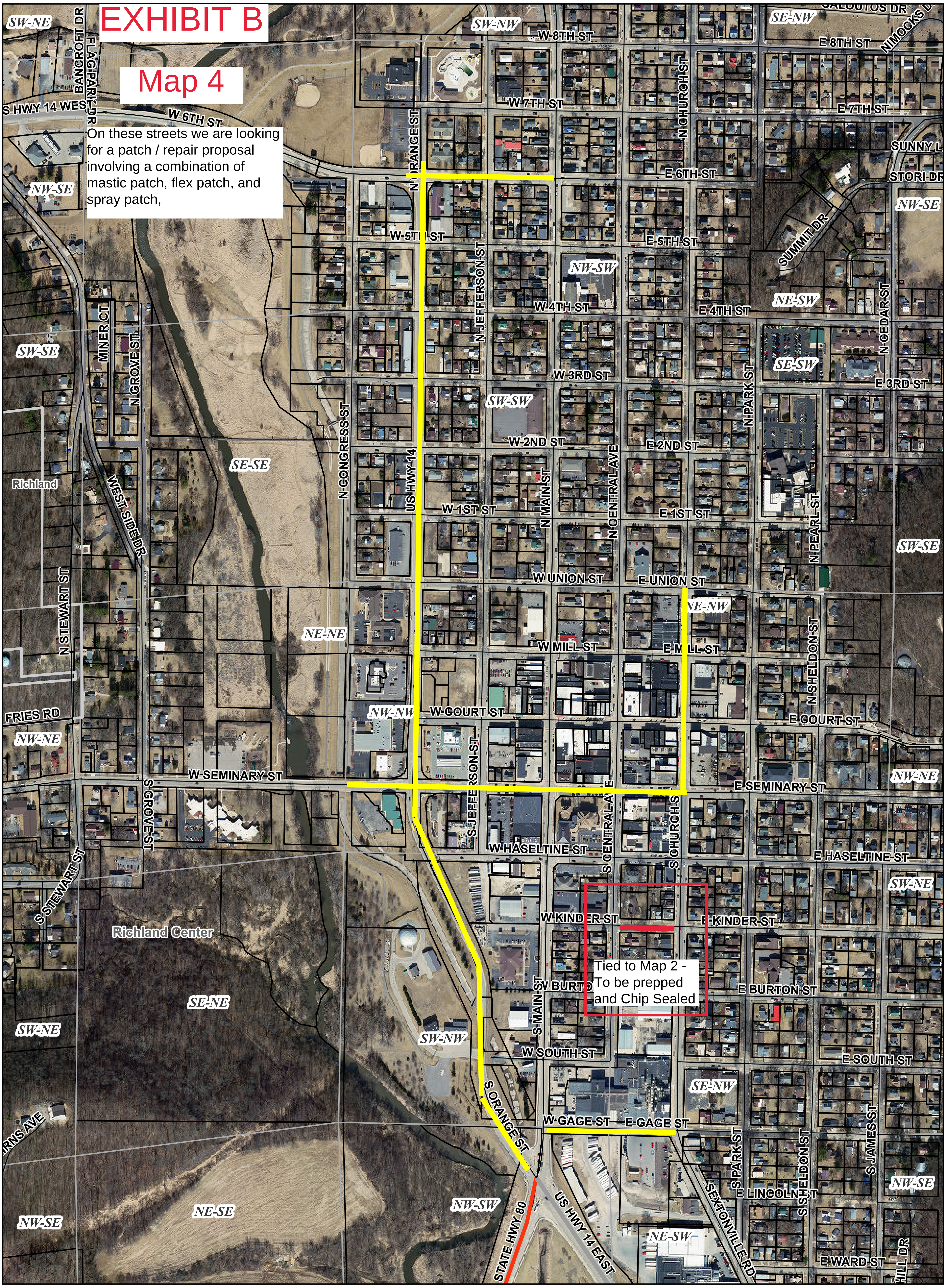
Richland_Co_2025.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:4,617

0 210 420 840 ft
0 62.5 125 250 m

Richland County, WI

City of Richland Center, WI



8/4/2026, 3:12:58 PM

Roads (County GIS Link)
- Town Roads
- US Hwy
- State Highway
- City Streets
- Municipalities (County GIS Link)

- Section Quarter Quarters (County GIS Link)
- Parcel Lines (County GIS Link)

Richland_Co_2025.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:7,592

0 315 630 1,260 ft

0 95 190 380 m

Richland County, WI

CITY OF RICHLAND CENTER, WISCONSIN

2026 Street Maintenance and Improvements

Request for Bids – August 6th, 2026

ADDENDUM – Posted 8/13/2026

See the updated Section K. 2026 Street Maintenance and Improvements – Bidding Format, on the next page.

Fahrner Asphalt Sealers LLC

K. 2026 Street Maintenance and Improvements — Bidding Format

Bids should be submitted including line-item costs for each option you are able to provide. Line item quantities are based on your estimates.

Line-Item Table – (This table has been updated for the addendum)

Item	Unit	Bid Quantity	Unit Price	Line-Item Total
Group A — Emulsion Chip Seal – CRS2P	Per Sq Yard	38852	$ 2.93	$113,836.36
Prep work – Crack Seal Proposed	Per Lin. Foot	19500	$ 1.43	$ 27,885.00
Prep Work – Mastic Patch Proposed	Per Pound	29900	$ 2.56	$ 76,544.00
Prep Work – Flex Patch Proposed	Per Pound	7927.265	$ 2.56	$ 20,293.80
Prep Work – Injection Patch Proposed	Per Ton	40	$ 670.00	$ 26,800.00
Group A — MAC5 Chip Seal	Per Sq Yard	38852	$ 2.93	$ 113,836.36
Prep work – Crack Seal Proposed	Per Lin. Foot	19500	$ 1.43	$ 27,885.00
Prep Work – Mastic Patch Proposed	Per Pound	29900	$ 2.56	$ 76,544.00
Prep Work – Flex Patch Proposed	Per Pound	7927.265	$ 2.56	$ 20,293.80
Prep Work – Injection Patch Proposed	Per Ton	40	$ 670.00	$ 26,800.00
Group A — Micro Seal	Per Sq Yard	38852	$ 3.53	$ 137,147.56
Prep work – Crack Seal Proposed	Per Lin. Foot	19500	$ 1.43	$ 27,885.00
Prep Work – Mastic Patch Proposed	Per Pound	29900	$ 2.56	$ 76,544.00
Prep Work – Flex Patch Proposed	Per Pound	7883.425	$ 2.56	$ 20,181.57
Prep Work – Injection Patch Proposed	Per Ton	40	$ 670.00	$ 26,800.00
Group B — Crack Sealing - Prepped and Applied	Per Lin. Foot	60108	$ 1.43	$ 85,954.44
Group B — Mastic Patch - Prepped and Applied	Per Pound	21000	$ 2.56	$ 53,760.00
Group B — Flex Patch - Prepped and Applied	Per Pound	6000	$ 2.56	$ 15,360.00
Group B — Spray Injection Patch – Prepped and Applied	Per Ton	10.5	$ 670.00	$ 7035.00

Bids should clearly indicate Total Bid Pricing for each application type the bidder is able to provide.

Total Bid Price for prep and Emulsion Chip Seal = $ 265,359.16

Total Bid Price for prep and MAC5 Chip Seal = $ 265,359.16

Total Bid Price for prep and Micro Seal = $ 288,558.13

Total Bid Price for Group B Patching and Repair = $ 162,109.44

To Include:

60 108 **Lft Crack Sealing**
21 000 **Pounds of Mastic Patch**
6 000 **Pounds of Flex Patch**
10.5 **Tons of Injection Patch**

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

Fahrner Asphalt Sealers LLC

Kevin Kruckow Co-President

K. 2026 Street Maintenance and Improvements — Bidding Format

Bids should be submitted including line-item costs for each option you are able to provide. Line item quantities are based on your estimates.

Line-Item Table – (This table has been updated for the addendum)

Item	Unit	Bid Quantity	Unit Price	Line-Item Total
Group A — Emulsion Chip Seal – CRS2P	Per Sq Yard		$	$ No Bid
Prep work – Crack Seal Proposed	Per Lin. Foot		$	$ - - -
Prep Work – Mastic Patch Proposed	Per Pound		$	$ - - -
Prep Work – Flex Patch Proposed	Per Pound		$	$ - - -
Prep Work – Injection Patch Proposed	Per Ton		$	$ - - -
Group A — MAC5 Chip Seal	Per Sq Yard		$	$ No Bid
Prep work – Crack Seal Proposed	Per Lin. Foot		$	$ - - -
Prep Work – Mastic Patch Proposed	Per Pound		$	$ - - -
Prep Work – Flex Patch Proposed	Per Pound		$	$ - - -
Prep Work – Injection Patch Proposed	Per Ton		$	$ - - -
Group A — Micro Seal	Per Sq Yard	40,676	$ 3.88	$ 157,822.88
Prep work – Crack Seal Proposed	Per Lin. Foot	9,200	$ 1.80	$ 16,560.00
Prep Work – Mastic Patch Proposed	Per Pound	N/A	$ - - -	$ - - -
Prep Work – Flex Patch Proposed	Per Pound	N/A	$ - - -	$ - - -
Prep Work – Injection Patch Proposed	Per Ton	38	$ 680.00	$ 25,840.00
Group B — Crack Sealing - Prepped and Applied	Per Lin. Foot		$	$ No Bid
Group B — Mastic Patch - Prepped and Applied	Per Pound		$	$ No Bid
Group B — Flex Patch - Prepped and Applied	Per Pound		$	$ No Bid
Group B — Spray Injection Patch – Prepped and Applied	Per Ton		$	$ No Bid

Bids should clearly indicate Total Bid Pricing for each application type the bidder is able to provide.

Total Bid Price for prep and Emulsion Chip Seal = No Bid

Total Bid Price for prep and MAC5 Chip Seal = No Bid

Total Bid Price for prep and Micro Seal = 200,222.88

Total Bid Price for Group B Patching and Repair = No Bid

To Include:

_______ **Lft Crack Sealing**
_______ **Pounds of Mastic Patch**
_______ **Pounds of Flex Patch**
_______ **Tons of Injection Patch**

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

Struck & Irwin Paving, Inc.
7219 Gene Street
DeForest, WI 53532

D. Joseph Wessley 8/18/26

Scott Construction Inc. Kevin Schmitz

K. 2026 Street Maintenance and Improvements — Bidding Format

Bids should be submitted including line-item costs for each option you are able to provide. Line item quantities are based on your estimates.

Line-Item Table – (This table has been updated for the addendum)

Single Chip

Item	Unit	Bid Quantity	Unit Price	Line-Item Total
Group A — Emulsion Chip Seal – CRS2P	Per Sq Yard	40682	$ 4.49	$ 182,662.18
Prep work – Crack Seal Proposed	Per Lin. Foot	42,000	$ 1.27	$ 53,340.00
Prep Work – Mastic Patch Proposed	Per Pound	38,000	$ 2.76	$ 104,880.00
Prep Work – Flex Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Injection Patch Proposed	Per Ton		$	$ NO BID
Group A — MAC5 Chip Seal	Per Sq Yard	40,682	$ 4.20	$ 170,864.40
Prep work – Crack Seal Proposed	Per Lin. Foot	42,000	$ 1.27	$ 53,340.00
Prep Work – Mastic Patch Proposed	Per Pound	38,000	$ 2.76	$ 104,880.00
Prep Work – Flex Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Injection Patch Proposed	Per Ton		$	$ NO BID
Group A — Micro Seal	Per Sq Yard		$	$ NO BID
Prep work – Crack Seal Proposed	Per Lin. Foot		$	$ NO BID
Prep Work – Mastic Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Flex Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Injection Patch Proposed	Per Ton		$	$ NO BID
Group B — Crack Sealing - Prepped and Applied	Per Lin. Foot	80,000	$ 1.44	$ 115,200.00
Group B — Mastic Patch - Prepped and Applied	Per Pound	10,000	$ 4.89	$ 48,900.00
Group B — Flex Patch - Prepped and Applied	Per Pound		$	$ NO BID
Group B — Spray Injection Patch – Prepped and Applied	Per Ton		$	$ NO BID

Single Chip

Bids should clearly indicate Total Bid Pricing for each application type the bidder is able to provide.

Single Chip **Total Bid Price for prep and Emulsion Chip Seal =** $340,882.18

Single Chip **Total Bid Price for prep and MAC5 Chip Seal =** $329,084.40

Total Bid Price for prep and Micro Seal = NO BID

Total Bid Price for Group B Patching and Repair = $164,100

To Include:

80,000 **Lft Crack Sealing**
10,000 **Pounds of Mastic Patch**
NB **Pounds of Flex Patch**
NB **Tons of Injection Patch**

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

Scott Construction Inc Kevin Schmitz 608 844-0392

Item 15.

K. 2026 Street Maintenance and Improvements — Bidding Format

Bids should be submitted including line-item costs for each option you are able to provide. Line item quantities are based on your estimates.

Line-Item Table – (This table has been updated for the addendum)

Item	Unit	Bid Quantity	Unit Price	Line-Item Total
Double Chip — Group A — Emulsion Chip Seal – CRS2P	Per Sq Yard	40,682	$ 8.98	$365,324.36
Prep work – Crack Seal Proposed	Per Lin. Foot	42,000	$1.27	$ 53,340.00
Prep Work – Mastic Patch Proposed	Per Pound	38,000	$2.76	$ 104,880.00
Prep Work – Flex Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Injection Patch Proposed	Per Ton		$	$ NO BID
Double Chip — Group A — MAC5 Chip Seal	Per Sq Yard	40,682	$8.40	$341,728.80
Prep work – Crack Seal Proposed	Per Lin. Foot	42,000	$1.27	$53,340.00
Prep Work – Mastic Patch Proposed	Per Pound	38,000	$2.76	$104,880.00
Prep Work – Flex Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Injection Patch Proposed	Per Ton		$	$ NO BID
Group A — Micro Seal	Per Sq Yard		$	$ NO BID
Prep work – Crack Seal Proposed	Per Lin. Foot		$	$ NO BID
Prep Work – Mastic Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Flex Patch Proposed	Per Pound		$	$ NO BID
Prep Work – Injection Patch Proposed	Per Ton		$	$ NO BID
Group B — Crack Sealing - Prepped and Applied	Per Lin. Foot	80,000	$ 1.44	$ 115,200.00
Group B — Mastic Patch - Prepped and Applied	Per Pound	10,000	$ 4.89	$ 48,900.00
Group B — Flex Patch - Prepped and Applied	Per Pound		$	$ NO BID
Group B — Spray Injection Patch – Prepped and Applied	Per Ton		$	$ NO BID

Bids should clearly indicate Total Bid Pricing for each application type the bidder is able to provide.

Double Chip **Total Bid Price for prep and Emulsion Chip Seal =** $ 523,544.36

Double Chip **Total Bid Price for prep and MAC5 Chip Seal =** $ 499,948.80

Total Bid Price for prep and Micro Seal = NO BID

Total Bid Price for Group B Patching and Repair = $ 164,100

To Include:

80,000 **Lft Crack Sealing**

10,000 **Pounds of Mastic Patch** Group B

NB **Pounds of Flex Patch** Group B

NB **Tons of Injection Patch**

(Quantities listed above must match the Bid Quantity figures entered in the line-item table.)

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Agenda Item: Vierbicher Pine River Dike Annual Inspection Proposal

Requested & Presented by: DPW Jasen Glasbrenner

Meeting Date: Public Works 8/20/2026
Budget Committee and Common Council on 09-01-2026

Committee Review: Motion to recommend to the Budget Committee to approve the 2026 Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed $3,500.

Background: The City is required to complete an annual inspection of the Pine River Levee system. Vierbicher Engineering has provided this service to the City for the past several years and has provided a proposal for the 2026 inspection.

The scope of the project includes:

- Onsite visual inspection of the levee system
- Review of prior inspection reports and known issue areas
- Completion of the United States Army Core of Engineers (USACE) Levee Inspection Checklist
- Summary report documenting current conditions and recommendations

This is a recurring, budgeted service that utilizes the City's perpetual relationship with Vierbicher Engineering who is the City's primary technical resource for levee-related inquiries throughout the year. Their familiarity with the system ensures continuity and efficiency in performing the required work.

Department Recommendation: Staff recommends approval of the 2026 - Vierbicher Pine River Dike Annual Inspection Proposal as presented.

Financial Impact: Approximately $3,500 (Budgeted Expenditure)

Funding Source: 10-56200-560 – FLOODPLN/CONTRACTED WORK

Requested Action:

PUBLIC WORKS: Motion to recommend to the Budget Committee approval of the Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed $3,500.

FINANCE: Motion to recommend to the Common Council approval of the Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed $3,500.

COUNCIL: Motion to approve the Vierbicher Pine River Dike Annual Inspection Proposal at a cost not to exceed $3,500.

Attachment(s):

- 2026 Vierbicher Pine River Dike Annual Inspection Proposal

vierbicher
advisors / engineers / surveyors

201 E. Main St | Suite 100 | Reedsburg, Wisconsin 53959
Phone: 608-524-6468 | Fax: 608-524-8218 | vierbicher.com

July 7, 2026

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 Agreement to provide engineering Services to City of Richland Center (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The Client is required to have the Pine River Dike and interior drainage channel inspected annually. The Pike 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 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. <u>Task 1 – Review Documentation, Perform Field Inspection & Record Findings</u>

a) Consultant will review any new information related to the facility furnished by the Client and/or NRCS.

b) 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.

2. Task 2 – 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.

3. Task 3 – Report Submittal & Coordination

   a) A copy of the Dike Inspection Report will be submitted to the Client. If requested, the Consultant will also present these findings to the Common Council as an additional service.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Agreement" section indicated in the attached General Terms and Conditions, the following services are not included as part of this 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 information shall be provided by others:

A. Maintenance Records
B. As-built drawings of the dike and interior drainage channel
C. Prior inspections reports or other documentation pertaining to the dike

V. SCHEDULE

A. This Agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed	August 2026
2. Review Existing Documentation & Complete Field Inspection	September 2026
3. Draft and Submit Inspection Report	October 2026

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 course 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 Manager. 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 described herein is $3,100.

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. When sub-consultants are required, a 10% administrative charge has been included.

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

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

Sincerely,

Neil Pfaff

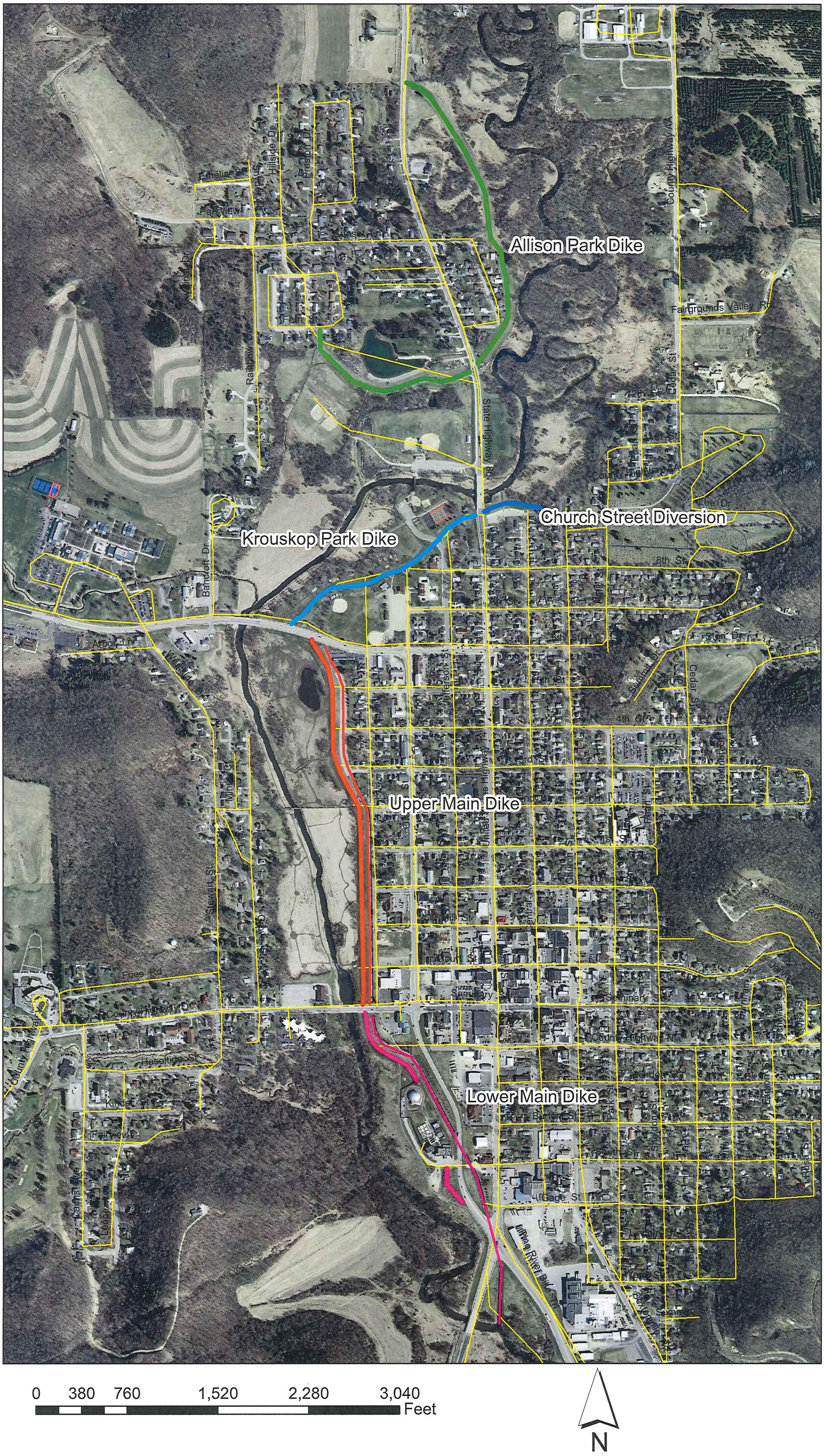
Neil Pfaff, PE
Engineering Service Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

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

Client	Consultant
______________________	Neil Pfaff
Jasen Glasbrenner City of Richland Center 450 South Main Street Richland Center, WI 53581	Neil Pfaff, PE Engineering Services Manager Vierbicher Associates, Inc. 201 E. Main Street, Suite 100 Reedsburg, WI 53959
______________________ Date	July 7, 2026 Date



Allison Park Dike
Church Street Diversion
Krouskop Park Dike
Upper Main Dike
Lower Main Dike
State Highway 80
Cedar St
County Highway AA
Fairgrounds Valley Rd
Roosevelt Rd
Stewart St
Fries Rd
Seminary
Page St
Pine River Rd
Bandolf Dr
8th St
Lee Dr
0 380 760 1,520 2,280 3,040
Feet
N

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, quantity, 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.