



GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this ____ day of August 2023 by and between the City of Richland Center ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding a review of the City of Richland Center overall accounting and budgeting practices and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

Accounting Review and Analysis and Consideration of Financing Needs

1. A review and analysis of Client's existing financial accounting resources and structure.
2. A review and analysis of Client's budgets and financial projections.
3. An evaluation/development of client's future long-term capital, operational and financial requirements.
4. Assist staff with consideration of possible modifications to client's existing financial resources and legal structure.
5. Assist staff in preparation of cash flow and other financial analyses.

Additional Services

1. Such other general accounting consulting services as Client may request and Baird shall agree to provide
2. Educational and informational presentations and material about budgeting generally

II. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fee of \$200 per hour of consulting work performed not to exceed 40 hours (\$8,000), payable within 10 days upon execution of the Scope of Work as outlined above. There is no assurance that the Scope of Work will be completed within the allotted 40 hours. In such an event, a new agreement will be submitted.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

III. Information to Be Furnished to Baird

All information, data, reports, and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

IV. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents, or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

V. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VI. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations, and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

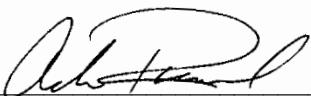
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Richland Center

By: _____

Ms. Ashley Oliphant, City Administrator

Robert W. Baird & Co. Incorporated

By:  _____

Mr. Adam Ruechel, Vice President

CC: Mr. Bradley Viegut, Managing Director



GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered as of this ____ day of August, 2023 by and between the City of Richland Center, Wisconsin (“Client”) and Robert W. Baird & Co. Incorporated (“Baird”).

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding Baird’s Financial Management Plan and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client’s decision to retain Baird to provide general consulting services and Client’s execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Prepare and maintain the City’s debt schedules
- Annually produce an updated bond credit rating scorecard based on prior year audited financials
- Analyze credit strengths and weaknesses to position City to achieve highest bond credit rating
- Prepare general obligation bond rating comparison analysis to other neighboring communities
- Evaluate historical and future projected City equalized and assessed values
- Review historical general fund operating budget and develop general fund operating budget projections
- Review annually updated 5-year capital improvement plan
- Meet with City staff to discuss timing of future capital improvement projects
- Develop and update long-term capital finance plan using 5-year capital improvement plan
- Evaluate general obligation bonding capacity and future projections
- Review historical property tax rates and develop future projections incorporating capital finance plan
- Develop mill rate comparison analysis to neighboring communities
- Develop Executive Summary for outstanding Tax Increment District’s
- Create outstanding tax increment district cash flow proformas showing current status and projected closures
- Evaluate utilities of the City by preparing debt schedules, a capital finance plan and debt service coverage tables
- Proactively monitor the City’s debt and present refinancing opportunities
- Review and/or create City financial policies to have a positive impact
- Prepare presentations for community awareness, engagement and transparency
- Attend up to two City meetings annually (in person or electronically) to present financial management plan and answer questions.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird’s primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm’s-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

A fixed fee equal to \$9,500 payable within 10 business days upon completion of the Scope of Work as outlined above. An annual fee of \$4,750 will be payable by December 31st for the following year updated Financial Management Plan. This agreement shall continue on an ongoing basis, until the client terminates the agreement, or a mutual agreement has been made between Baird and the client to modify the annual ongoing fee.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

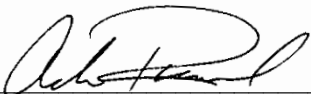
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Richland Center

By: _____

Ms. Ashley Oliphant, City Administrator

Robert W. Baird & Co. Incorporated

By:  _____

Mr. Adam Ruechel, Vice President

CC: Mr. Bradley Viegut, Managing Director

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered as of this ____ day of August, 2023 by and between the City of Richland Center, Wisconsin (“Client”) and Robert W. Baird & Co. Incorporated (“Baird”).

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the amendment to TIF District Number 7, and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client’s decision to retain Baird to provide general consulting services and Client’s execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

TIF District Number 7

- Creation of a timeline detailing the amendment process
- Assist develop and compile the required project plan amendment for the TID
- Provide analysis for the evaluation of project plan amendment
- Develop economic feasibility analysis of the TID evaluating current TID and forward looking TID analyses
- Assist in discussions with potential developers
- Meet with Village staff (in person or electronically) to facilitate analysis/discussion of the TIF District #7 project plans
- Attend public meetings (in person or electronically) to present the TIF District #7 project plans
- Assist the Village in compiling the necessary documents for submissions to DOR

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird’s primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm’s-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$10,000 per TID creation or amendment, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Richland Center

By: _____

Ms. Ashley Oliphant, City Administrator

Robert W. Baird & Co. Incorporated

By:  _____

Mr. Adam Ruechel, Vice President

CC: Mr. Bradley Viegut, Managing Director



GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered as of August ___, 2023, by and between the City of Richland Center, Wisconsin (“Client”) and Robert W. Baird & Co. Incorporated (“Baird”).

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a Capital Improvement Plan (“CIP”) and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client’s decision to retain Baird to provide general consulting services and Client’s execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Services

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Facilitate and Coordinate the CIP development and creation
- Develop and Review CIP Threshold Policy
- Develop CIP Introduction Narrative and Benefits
- Develop CIP Creation and Planning Process Timeline
- Assist in the development of the CIP, Fixed Asset Listing, Priority Rankings
- Attend and meet with department staff and elected officials during CIP development
- Provide CIP Component Templates (including but not limited to Summary of Funds, Funding Sources and Uses Graphical Charts, Sources and Uses by Department, Program and/or Project Description & Justification, Beyond 5-Year Period)
- Attend public meetings (in person or electronically) to present the CIP
- Attend governing body CIP adoption meeting
- Annual CIP Support

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting, or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such issuance.

If Client proposes, determines, or undertakes to affect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter

with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$7,500 payable within 10 business days upon completion of the Scope of Work as outlined above. The Client shall have the option to have Baird annually update the CIP at an annual rate of \$750 per year, payable by December 31st in the year of the update.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports, and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents, or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse

to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations, and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

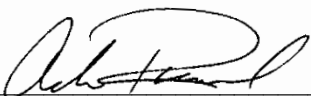
City of Richland Center

By: _____

Ms. Ashley Oliphant, City Administrator

Robert W. Baird & Co. Incorporated

By: _____



Mr. Adam Ruechel, Vice President

CC: Mr. Bradley Viegut, Managing Director