

September 4, 2026

Re: Open Records Request #2- Nexus Solutions Contract



Dear KASD Records Custodian:

We are the Kiel BOSS — Building Oversight and Stewardship Society, an independent organization of and for KASD taxpayers.

Pursuant to Wisconsin Statutes §§ 19.31–19.39, we request access to and copies of the following existing records maintained by the Kiel Area School District ("District") relating to the District's Partnership Development Agreement with Nexus Solutions, LLC, dated April 20, 2026 and executed April 21–23, 2026 ("the Agreement"):

1. Any Board resolution, motion, or recorded vote authorizing the Superintendent or any other District official to execute the Agreement.
2. All bids, cost proposals, price quotes, or similar submissions received by the District from ****any firm — including Nexus Solutions, LLC** — to perform the Phase I services described in the Agreement (facility assessment, planning, and financial-strategy consulting).** If the District received a submission or proposal only from Nexus Solutions, LLC and no other firm, or if no formal bid or proposal process was conducted at all for Phase I, please state that expressly in your written response, including whether any records reflecting that determination exist.
3. All bids, cost proposals, price quotes, or similar submissions received by the District from ****any firm — including Nexus Solutions, LLC** — to serve as the design professional and/or construction manager for Phase II of the Agreement.** If no such submission was received or solicited from any firm other than Nexus Solutions, LLC, please state that expressly in your written response.
4. Any record reflecting whether the District considered or conducted a competitive bidding process, in whole or in part, prior to entering into the Agreement or engaging Nexus Solutions, LLC for Phase II services.
5. Any written analysis, determination, or communication addressing whether the Agreement, or any portion of it, is or is not subject to competitive bidding requirements under Wisconsin law and/or Board Policy 6320 – Purchasing, including any such analysis prepared by or received from legal counsel. (We understand the District may withhold attorney-client privileged material and will accept a written statement to that effect for any such record withheld on that basis.)
6. All draft versions of the Agreement exchanged between the District and Nexus Solutions, LLC prior to execution — including the initial draft or proposal first presented by Nexus Solutions, LLC — and any redlined, marked-up, or tracked-changes versions showing edits proposed by either party. If the executed Agreement is identical or substantially identical to the first draft presented by Nexus Solutions, LLC, please confirm that in your written response.
7. Any correspondence, notes, or memoranda reflecting negotiation of, or requested changes to, any term of the Agreement — including but not limited to the Phase II exclusivity provision, the termination-for-convenience waiver, the design fee (7–8%) and construction management fee (2%), the three-year term, or the scope of services — whether such negotiation was conducted by District staff, the Board, or legal counsel on the District's behalf. If no such negotiation occurred, please state that expressly.

8. Any record reflecting review of the Agreement by the District's legal counsel prior to execution, including the date of any such review. (We are not requesting the substantive content of privileged legal advice — only records sufficient to show whether and when such a review took place.)

9. The line item(s) in the District's adopted 2025–26 and/or 2026–27 budget that cover or were amended to cover the costs of Phase I services under the Agreement.

Under Wisconsin law, a "record" includes not only paper documents but electronic files such as emails and other digital communications. See Wis. Stat. § 19.32(2). We understand that the District may withhold specific records or portions thereof only where a specific statutory exemption applies, and that any such denial must be made in writing with the specific basis for withholding stated. See Wis. Stat. § 19.35(1)(a); § 19.35(4)(b).

Please respond to this request "as soon as practicable and without delay," as required by Wis. Stat. § 19.35(4)(a).

We understand the District may charge fees for locating and copying records under Wis. Stat. § 19.35(3), but that location fees may only be charged if the total cost exceeds \$50, and must be based on the hourly rate of the lowest-paid District employee capable of locating the records. If you anticipate that fulfilling this request will incur costs exceeding \$50, please contact us before proceeding so we may authorize the expense or narrow the request accordingly.

If you believe any portion of this request is unclear or unreasonably broad, please contact us so we can discuss a mutually workable scope before you deny any part of the request.

Thank you for your attention to this request.

Sincerely,

The Kiel BOSS
Buildings Oversight and Stewardship Society