

AGENDA FOR COUNCIL MEETING
CITY OF NEW RICHMOND, WISCONSIN

MONDAY, JULY 13, 2015 - 7:00 P.M.

AGENDA:

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda

PUBLIC COMMENT

CONSENT AGENDA:

1. Approval of the Minutes from the Previous Regular Council Meeting, June 8, 2015 and Special Council Meeting, June 29, 2015
2. Applications for License to Serve from Christopher R. Heinbuch, New Richmond; Beverly J. Krumm, New Richmond; Jacquelyn R. Tallarico, New Richmond; Anna G. Gaynor, New Richmond; Michelle B. Gorka, New Richmond; Tyler C. Hansen, New Richmond; Lauren E. Armbruster, Amery; James G. Gibson, New Richmond; Scott S. Denker, New Richmond; Jessica L. Keyes, New Richmond; Michelle L. O'Connor, Somerset; Thomas J. Leverentz, New Richmond; Denise I. Myren, New Richmond; Carlie J. Gibson, New Richmond; Amy J. Larson, New Richmond; Derrick L. Melland, Woodville; Jennifer L. Svela, Deer Park; Tammy D. Johnson, New Richmond; Patrice L. Gorka, Star Prairie; Patricia J. Betterley, New Richmond; Debra K. Larson, New Richmond; and Robin L. Hanson, New Richmond
3. Application for Amplification Permit and Exemption from Sec. 50-87 Loud & Unnecessary Noise from
 - a. The Vine Church for July 26, 2015 10:00 a.m. to 1:00 p.m. at Mary Park Shelter
 - b. NR United Methodist Church for July 26, 2015 from 10:00 a.m. to 12:30 p.m. at Mary Park Shelter #3
 - c. NR United Methodist Church for August 30, 2015 from 5:00 to 8:00 p.m. at Mary Park Shelter #1
 - d. St. Croix County for August 6, 2015 from 4:00 to 8:00 p.m. at Mary Park Shelter #2
4. Applications for Amusement Device License:
 - a. From Sweet Greetings for Three Machines – 330 South Knowles Avenue
 - b. From Walmart #5432 for Four Machines – 250 Richmond Way
5. Application for Run/Walk Permit from the New Richmond Area Centre for September 19, 2015 8:00 a.m. to Noon
6. Application for Street Use Permit from the New Richmond Area Centre for Sports Center Road from Ross Way to Fifth Street on September 19, 2015 from 7:00 a.m. to Noon
7. Accept Grant Funds for Dakota Avenue Bike Route
8. Accept Grant Funds for Library Story Walk
9. Accept Grant Funds for Moving Wall Event
10. Payment of VO#58252 through VO#58373 totaling \$289,618.98 plus electronic fund transfers of \$680,820.77 for a grand total of \$970,439.75

DEPARTMENT REPORTS:

Administration
Public Works
Community Development
Library
Police
Fire

UNFINISHED BUSINESS:

(Consideration and action on matters tabled, postponed or referred to a committee at a previous meeting)

NEW BUSINESS:

(Action on newly introduced motions, ordinances, resolutions or other matters)

1. WITC Agreement for Operating Local Cable Channel
2. Fire Department Mutual Aid Agreement
3. Finance Committee Recommendations:
 - a. Resolution #071501- Authorizing the Sale of GO Refunding Bonds \$3,530,000
 - b. Resolution #071502 – Authorizing the Sale of Electric Utility Revenue Refunding Bonds \$1,800,000
 - c. Resolution #071503 – Authorizing Application for State Trust Fund Loan
 - d. Post Issuance Compliance Policy
 - e. Continuing Disclosure Agreement
4. Capital Project Public Participation Plan
5. Closed Session per State Statute 19.85 1(c)(e)(g) –
 - a. TIF #6
 - b. Employee Benefit Information and/or Wages in Which the City of New Richmond has Jurisdiction
 - c. Conferring With Legal Counsel With Respect to Litigation in Which the City is or is Likely to Become Involved – Slocum Litigation
6. Open Session – Action on Closed Session Agenda
7. No Council Work Session in July
8. Communications & Miscellaneous
9. Adjournment

Frederick Horne, Mayor

(THE ABOVE AGENDA IS NOT NECESSARILY IN ORDER OF PRESENTATION)

**Late Changes and Additions

Posted: Civic Center and Friday Memorial Library and City Website

Mailed: Council Members, City Attorney, Utility Commission Members, NR County Board Members, New Richmond News, Northwest Community Communications, City Website and New Richmond Chamber of Commerce.

If you need a sign language interpreter or other special accommodations, please contact the City Clerk at 246-4268 or Telecommunications Device for the Deaf (TDD) at 243-0453 at least 48 hours prior to the meeting so arrangements can be made.

REGULAR COUNCIL MEETING JUNE 8, 2015 7:00 P.M.

The meeting was opened by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, The New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Hansen, Volkert and Student Representative Victoria Johnson

Members Absent: Alderman Zajkowski and Student Representative Elliot Smallidge

The Pledge of Allegiance was recited.

Alderman Ard moved to adopt the agenda as presented, seconded by Alderman Hansen and carried.

Public Comment

None

Consent Agenda

1. Approval of the Minutes from the Previous Regular Council Meeting, May 11, 2015 and May 27, 2015
2. Applications for License to Serve from Sherry R. Peters, New Richmond; Dedrie D. Swanson, New Richmond; Connor J. Larson, New Richmond; Lisa K. Walding, New Richmond; Chad J. Norberg, Emerald; Brent G. Norberg, Osceola; and Marcus L. Dalton, New Richmond
3. Applications for Run/Walk Permit:
 - a. From Hair Company & Spa Breast Cancer Run on October 11, 2015 at 1:00 p.m.
 - b. From Grace Place Shelter – Salvation Army Run/Walk on October 24, 2015 at 8:00 a.m.
4. Application for Street Use Permit for Arch Avenue from East First Street to Hughes Street for the Library Summer Reading –Big Truck Event on June 15, 2015 from 10:00 a.m. to Noon
5. Request for Extension of Premise and Permit for Amplifying Devices from Wild Badger at 240 South Knowles Avenue on June 12, 19, 26, July 10, 17, 24, 31, 2015 from 5:30 p.m. to 8:30 p.m. and June 14, 21, 28, 2015 from 3:00 p.m. to 7:00 p.m.
6. Applications for Amusement Device License from Champ's Sports Bar & Grill, Bobcat's Bar & Grill, McCabe's Shamrock Club, Wild Badger Saloon, AmericInn Motel, Huey's Bar, Gibby's Inc, and Brady's Brewhouse
7. Applications for Cigarette License from Champ's Sports Bar & Grill, Lowrey Hotel & Café LLC, McCabe's Shamrock Club, Family Fresh, Freedom Valu Center #17, Lumberjack Liquors, Inc, Super America, Amoco Express, Amoco Food Shop, Freedom Valu Center #83, Kwik Trip #337, New Richmond Golf Club, New Richmond Golf Club – Links, Walmart Supercenter #5432, Discount Smokes, Bobcat's Bar & Grill, and The Box Smoke Shop

8. Applications for Class B Beer License from Steve Montpetit, Agent for Pete's Pizza of New Richmond; Richard Coleman, Agent for the Old Gem, LLC; William Buell, Agent for The Space for Creativity, Inc; Robert Catlow-Price, Agent for Elements Café; Steven Meyer; Michael Klintworth, Agent for Next Door Café; and Xianyu Fu, Agent for Royal Buffet
9. Applications for Class C Wine License from William Buell, Agent for The Space for Creativity Inc; Robert Catlow-Price, Agent for Elements Café; Steven Meyer; and Michael Klintworth, Agent for Next Door Café
10. Applications for Class B Beer and Class B Liquor from Mark Kellaher; Linda Soifakis, Agent for Champ's Sports Bar & Grill; Mari Driscoll, Agent for McCabe's Shamrock Club; Ann Wychor-Hall, Agent for Table 65; Robert Christensen, Agent for Bobcat's Bar & Grill; Joseph Skaar, Agent for Wild Badger Saloon; David Gillen, Agent for Huey's; Jill Miller; John Jerlow, Agent for Lumberjack Liquors; and Ross Johnson, Agent for New Richmond Golf Club
11. Applications for Reserve Class B Beer and Class B Liquor License from Ross Johnson, Agent for New Richmond Golf Club – Links; Jamie Gibson, Agent for Gibby's Inc; Dennis Hurtis, Agent for American Legion; Francisco Ballina, Agent for Garibaldi's; and Chris Polfus, Agent for Brady's Brewhouse
12. Applications for Class A Beer License and Class A Liquor License from Derrick Melland, Agent for Kwik Trip #337; John Jerlow, Agent for BP Amoco Express; Sarah Krugen, Agent for Freedom Valu Center #83; and Jake Davis, Agent for Family Fresh
13. Application for Mobile Home License from Arthur & Kim Miller at 1240 North Fourth Street
14. Applications for Refuse Collection License from Stephens Sanitation, Waste Management, River City Disposal, Olson Sanitation, Waterman Sanitation, and Advanced Disposal Services
15. Application for Taxi Cab License from New Richmond Public Transit
16. Payment of VO#58100 through VO#58251 totaling \$226,318.87 plus electronic fund transfers of \$611,294.02 for a grand total of \$837,612.89

General Fund	\$678,301.74
Impact Fees Fund	7,374.85
Debt Service Fund	55,200.11
Capital Projects	42,695.19
Landfill Cleanup Fund	5,763.92
TIF District #10	574.80
TIF District #6	4,541.30
TIF District #8	345.00
Storm Water Utility	6,506.17
Park Land Trust Fund	29,527.55
Library Trust Fund	42.90
NR WI Armed Services	6,739.36

Alderman Hansen moved to approve the consent agenda, seconded by Alderman Jackson and carried.

Department Reports

Administration- Mike Darrow stated that he had a staff meeting with Alderman Ard on the Moving Wall and will be meeting with the DOT later this month to figure out traffic and public safety prior to the event in September. Look for updates on Facebook and Twitter. We are submitting a grant from the Tony Hawk foundation for the skate park and are asking all of the kids that attended the public hearings to put together reasons why they think this project should get funded. A lot of events will be coming up in the community and outside so look for updates on Facebook and Twitter for those as well. Mike congratulated Mike Foley on his new position and wished him the best.

Public Works – Jeremiah Wendt stated that there are a number of projects going on. The water tower project is 90% done with exterior coating removal and 100% done with interior. Tomorrow they will be finishing that up and then will be painting. Internally, the ramp on the Mill Pond Dam is planned to be started next week and finished within a couple weeks. We have DNR approval on that. A small project will be done at the library replacing some concrete and handicapped ramps for access from the handicapped parking spaces to the Library. The 2015 Street and Utility Projects will be moving forward and there will be more visible progress in the next couple weeks. Jeremiah is working with the DOT for the Jug Handle project. We were hoping to meet with the DOT and the property owners on the north side of town in July, but they are not able to meet with us at this time. We hope to have that meeting in August and will keep the Council updated on that as well.

Community Development – Beth Thompson stated that she and the Mayor attended the groundbreaking for the WH St. Croix building which is a professional building that will house State Farm Insurance and others. They also attended a ribbon cutting for Doherty Employment last week who are located in the Counter building. Community Development is working on a marketing push for the impact fees that were approved in April. We sent out a marketing piece to 375 developers and builders within the Twin Cities and Western Wisconsin. We also have a press release that went out to 10 local newspapers. We will be doing one more press release in the next couple weeks.

Library – Kim Hennings stated that today is the start of the Summer Reading Program so there are lots of activities going on at the Library this summer. The Kick off Carnival is on Wednesday at 1:00 p.m. A lot of local businesses have sponsored the Summer Reading Program, so thanks to them. There will be a County Library meeting coming up and Kim will let the Council know when and where that will be.

Mayor's Summer Reading Challenge

Kim Hennings explained that this year there is a challenge for the school age kids to read eight different types of books from the Library. If they complete this challenge they will come to the August Council meeting to receive an award. Mayor Fred got his book today which is the *Unofficial Downton Abbey Cookbook*. He is going to use this book to plan an 80th Birthday dinner for his mother.

Contract for 2016 Street and Utility Improvements

Jeremiah Wendt explained the projects that will be done in 2016. Short-Elliott-Hendrickson has put together a contract for these projects including North Shore Drive, East and West River Drive/Fairfield Road/Summit Road, Paperjack Drive, and North Starr Avenue/Hughes Street for a cost of \$190,000. An optional item to design is 125th Street for a cost of \$25,800. Staff has discussed this project with Richmond Township, but they have not had a meeting to discuss it yet. Staff had suggested having the City pay for the project and the Township reimbursing us in 2018. Alderman Kittel moved to approve the contract with Short-Elliott-Hendrickson for \$190,000, seconded by Alderman Ard and carried.

Resolution #061501 – Declaring Intent to Reimburse Expenditures from Proceeds of Borrowing Jeremiah Wendt explained that the utilities would like to apply for safe drinking water funds to help pay for the reconditioning of the South water tower. Alderman Hansen offered the following resolution and moved for its adoption:

RESOLUTION #061501
CITY OF NEW RICHMOND
RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING

WHEREAS, the City of New Richmond, St. Croix County, Wisconsin (“the City”) plans to undertake construction of Water Tower Improvements (“Project”); and

WHEREAS, the City expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (“Bonds”); and

WHEREAS, because the Bonds will not be issued prior to April of 2015, the City must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary and desirable, and in the best interests of the City to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of New Richmond, that:

Section 1. Expenditures of Funds. The City shall make expenditures as needed from its funds on hand or interim borrowing to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The City hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$450,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the City pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Hall within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Motion was seconded by Alderman Ard and carried.

Resolution #061502 Authorize Application for Safe Drinking Water Fund

Alderman Ard offered the following resolution and moved for its adoption:

RESOLUTION #061502

CITY OF NEW RICHMOND

AUTHORIZED REPRESENTATIVE TO FILE APPLICATIONS FOR

FINANCIAL ASSISTANCE FROM

STATE OF WISCONSIN SAFE DRINKING WATER FUND PROGRAM

WHEREAS, it is the desire of the City of New Richmond, Wisconsin, a local government unit under Wis. Stats. 281.61, to file applications for state financial assistance for Water Tower Improvements under the Wisconsin Safe Drinking Water Fund Program; and

WHEREAS, it is necessary to designate a representative for filing said applications;

BE IT THEREFORE RESOLVED by the Common Council of the City of New Richmond that the City Administrator or the Public Works Director are hereby appointed as the authorized representatives for the City of New Richmond for the purpose of filing these applications, and that the representatives are further authorized and empowered to do all necessary things and take all necessary steps in connection with said applications.

Motion was seconded by Alderman Hansen and carried.

Community Commons Presentation

Mike Darrow explained the process that the City, School District, and Commons Partners went through in the past year. In June of 2015, there was a joint resolution passed by this same group.

Leo A. Daly was hired to look at the costs involved to rehabilitate the building. They found the cost to be \$22 million and that did not include the library. This is far beyond what is affordable for this group. Discussion followed. The following are the next steps for this project:

Step One - Look at the Middle School site as a clean site

Step two – Develop a joint board meeting on June 22, 2015 with the School District, GEN Group, Library Board and City Council

Step Three – Develop a Design Committee for the Library

Step Four – Develop a Commons Community for the purpose of fund raising

Alderman Ard offered the following resolution and moved for its adoption:

RESOLUTION #061503

JOINT DRAFT

RESOLUTION

CITY OF NEW RICHMOND

&

NEW RICHMOND SCHOOL BOARD

RESOLUTION TO FURTHER EVALUATE THE DESIRABILITY OF A NEW LIBRARY AND
COMMONS BUILDING ON A CLEAN MIDDLE SCHOOL SITE

WHEREAS, the City of New Richmond, along with the New Richmond Area School District and Friday Memorial Library, undertook a comprehensive analysis of the existing Middle School Building related to preserving it for future use as a community library site:

WHEREAS, the City and School Board hired Leo A Daly to assist in this analysis and work with a subcommittee made up of members of the Commons Community, Government Entities Network, School Board, City and Library;

WHEREAS, the City of New Richmond, in partnership with the School District, received a Community Development Block Grant for the project on May 29, 2014;

WHEREAS, community meetings were held to present this information to the public and engage in public comment;

WHEREAS, through this process, it was further solidified that the groups making up the Commons Partners play a vital and active role in our community and that ensuring a long-term plan for these groups is a responsibility of the New Richmond Area Community.

WHEREAS, as a result of this analysis, it has been determined that the costs associated with the project are prohibitive;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of New Richmond and New Richmond School Board that:

This joint body will evaluate the desirability of a new library and Commons Building on a clean Middle School Site subject to the following steps:

A design committee would be formed to begin the design process. A formal scope of work would be presented to the Library Board and approved by the City Council in July. The design committee would include members of the library and City Council.

Contingent on the Commons Partner's participation in the project, a design group would be developed for the Community Commons. This group would include members of the School Board, Library, City Council, GEN group and Commons Partners.

A Commons 2020 Committee would be formed to include members of the following:

School District

GEN Group

Community Commons Partners

City of New Richmond

New Richmond Chamber of Commerce

New Richmond Area Foundation

New Richmond Rotary

Friday Memorial Library

Business Community Members

Vision 20/20 Group
VFW
Seniors
Community Education
Head Start
Food Shelf

The purpose of this committee would be to coordinate the potential capital campaign, including comprehensive branding, marketing, fundraising and development road map.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Motion was seconded by Alderman Hansen and carried. Alderman Hansen asked Victoria Johnson to get some students that would be interested in being a part of the planning group.

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(g) Conferring With Legal Counsel With Respect to Litigation in Which the City is or is Likely to Become Involved – Slocum Litigation, seconded by Alderman Jackson and carried.

Open Session

No Action was taken

Council Work Session

There will be a Council work session on June 29, 2015 at 5:00 p.m.

Communications and Miscellaneous

The Finance Committee will meet on June 22, 2015 at 5:00 p.m. to review employee handbooks from surrounding communities. There will be a joint meeting with the School Board, Library Board, City Council and GEN group on June 22, 2015 at 7:00 p.m. at the Commons building.

Alderman Ard moved to adjourn the meeting, seconded by Alderman Jackson and carried.

Meeting adjourned at 8:05 p.m.

Tanya Reigel
City Clerk

SPECIAL COUNCIL MEETING
JUNE 29, 2015 AT 5:00 PM

Mayor Horne opened the meeting by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, the New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Hansen, and Zajkowski.

Members Absent: Alderman Volkert

The Pledge of Allegiance was recited.

Alderman Zajkowski moved to adopt the agenda as presented, seconded by Alderman Jackson and carried.

Mayor's Appointment

Alderman Kittel moved to confirm the Mayor's Appointment of Christine Melby to the Park Board, seconded by Alderman Ard and carried. Alderman Zajkowski abstained.

Solar Garden

Mike Darrow explained that River Falls and the City of New Richmond were each awarded a grant to install a solar garden. The lot chosen for placement is owned by the City. A lot of information was included in the packet for review. There was considerable discussion regarding the lot chosen and the details of the lease, etc. Nick Vivian is reviewing the agreements at this time. In July, the utilities will begin to market this. The Plan Commission will be discussing the site plan at their meeting tomorrow night. No action was taken.

North Side Development

Mike Darrow explained that during the zoning ordinance update we looked at the North Side as a development gateway area. Now that the ordinance is updated, Mike would like to begin community discussions for this area as an opportunity for redevelopment. Mike would like to invite the north side businesses along Knowles to a business forum; discuss long and short term needs within that corridor; identify priority areas; and bring back the findings to the Council this fall with corridor evaluations and concepts. Fred Horne, Jim Zajkowski and Craig Kittel will be involved in the community meetings.

First Draft – Employee Handbook Sections 1-5

Mike Darrow stated that the Finance Committee has reviewed these sections of the handbook and has met with the subcommittee that has been reviewing the handbook. They have discussed drug testing for all employees, a nepotism policy, social media policies, a travel policy, and other sections. The larger issues include sick time, vacation time and longevity. Mike has made a matrix comparing us to Rice Lake, Menomonie, St. Croix County, and Pierce County. Alderman Kittel questioned when the policy will become effective and was concerned about consistency. No action was taken.

Library/Commons Project Update

The Council passed a resolution at the last meeting and the school board created their own resolution. The Commons Partners have a meeting on July 22, 2015. We haven't heard anything yet regarding next steps. The City needs to keep moving forward. We will discuss this again at the work session in August.

2016 Budget Goals and Projections

Mike stated that he will begin open house meetings starting in July on Wednesdays from 3:00 to 4:30 p.m. Mike also discussed communications to the public. Several communities mail out quarterly communications. We will research this cost and see if there is interest. Finance will begin their overview in August. Last year the Council visited each department and took tours. Maybe that can be done every other year. If there are projects that the council would like to do, let Mike know. We could do a tour of the proposed street projects. There will be discussion regarding sidewalks and whether to install them or not and on what side of the street. The Council would like to have feedback from property owners. A meeting could be held on site to talk with property owners.

Communications and Miscellaneous

On Saturday, July 11, 2015 at 2:00 p.m. the Wisconsin Department of Tourism will present the Gem Grant check for \$17,600 which is a media fund for the Welcome Home Event.

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(c)(e) TIF#6 and Employee Benefit Information and/or Wages in Which the City of New Richmond has Jurisdiction, seconded by Alderman Zajkowski and carried.

Open Session

Alderman Kittel moved to approve the following resolution with the closing date extension of July 31, 2015 and approval of the parking cross-easement:

RESOLUTION #061504

RESOLUTION AUTHORIZING SALE OF REAL ESTATE

WHEREAS, the City of New Richmond is the owner of real estate described as:

SEC 10 T30N R18W PT SE NE; CSM 26-5938 LOT 4

WHEREAS, the City has entered into an Offer to Purchase with Burger Brothers Holdings, LLC, Whereby the City would sell this parcel to Burger Brothers Holdings, LLC; and

WHEREAS, all necessary contingencies have been met and the transaction is ready to be closed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Richmond as follows:

1. That the City shall proceed with the sale of the real estate to Burger Brothers Holdings, LLC
2. That Mayor, Frederick Horne, and Tanya Reigel, City Clerk, are authorized to execute all documents necessary to complete the sale of the property.

Motion was seconded by Alderman Zajkowski and carried.

Alderman Ard moved to adjourn the meeting, seconded by Alderman Kittel and carried.

Meeting adjourned at 7:31 p.m.

Tanya Reigel
City Clerk



New Richmond Area Community Foundation

leadership. philanthropy. collaboration. resource management.

Officers

June 2015

Paul Mayer
Chair

Mike Darrow
City of New Richmond
156 East First St.
New Richmond, WI 54017

Tim O'Brien
Vice Chair

Greetings:

Jean Needham
Secretary/Treasurer

I am pleased to inform you that a grant has been approved for the City of New Richmond. The grant for \$1,000 is to be used for: *Supporting the signage for a bike route.*

Board Members

Darian Blattner

This grant represents a distribution from the Paul H. Albrightson Fund of the New Richmond Area Community Foundation, an affiliate of the St. Croix Valley Foundation. **A representative from the New Richmond Area Community Foundation will be in contact with you to set up a time for a photo and to present your organization with your grant check.**

Troy Boe

Bill Buell

Since our Foundation provides donors with tax receipts for their contributions, no receipt from your organization is required. You may, however, wish to send a letter of appreciation to:

Marie Gremore

Mary Hailey

Paul Mayer, Chair
New Richmond Area Community Foundation
1461 Wood Duck Lane
New Richmond, WI 54017

Steve Harrold

Jesse Kvitek

Should you plan to acknowledge this gift in any published materials, please identify it as a grant from the fund noted above.

Susan Yohnk
Lockwood

Sincerely,

Tom Mews

Rachel Sauvola

Jane Hetland Stevenson
President

JoAnn Wrich

cc: Paul Mayer, Darian Blattner



New Richmond Area Community Foundation

leadership. philanthropy. collaboration. resource management.

Officers

June 2015

Paul Mayer
Chair

Mike Darrow
City of New Richmond
156 East First St.
New Richmond, WI 54017

Tim O'Brien
Vice Chair

Jean Needham
Secretary/Treasurer

Greetings:

I am pleased to inform you that a grant has been approved for the City of New Richmond. The grant for \$1,500 is to be used for: *Supporting the moving wall coming to New Richmond.*

Board Members

Darian Blattner

This grant represents a distribution from the NRACF Community Needs Fund of the New Richmond Area Community Foundation, an affiliate of the St. Croix Valley Foundation. **A representative from the New Richmond Area Community Foundation will be in contact with you to set up a time for a photo and to present your organization with your grant check.**

Troy Boe

Bill Buell

Marie Gremore

Since our Foundation provides donors with tax receipts for their contributions, no receipt from your organization is required. You may, however, wish to send a letter of appreciation to:

Mary Hailey

Steve Harrold

Paul Mayer, Chair
New Richmond Area Community Foundation
1461 Wood Duck Lane
New Richmond, WI 54017

Jesse Kvitek

Susan Yohnk Lockwood

Should you plan to acknowledge this gift in any published materials, please identify it as a grant from the fund noted above.

Tom Mews

Rachel Sauvola

Sincerely,

JoAnn Wrich

Special Advisors

Jane Hetland Stevenson
President

Jane Hetland
Stevenson, President

cc: Paul Mayer, Darian Blattner

P.O. Box 96 | New Richmond, WI 54017 | 715.386.9490 | www.nracfoundation.com

An affiliate of  ST. CROIX VALLEY FOUNDATION



VOUCHERS PRESENTED TO THE COUNCIL JULY 13, 2015

VO #	PAYMENT TO:	AMOUNT
	VOID - VO#57998	(40.00)
58252	BENEFIT EXTRAS, INC	414.75
58253	FIRST SUPPLY LLC - EAU CLAIRE	52.02
58254	FLEX-O-SWEEP	44.00
58255	G & K SERVICES, INC	120.86
58256	GAMETIME	74.26
58257	GTI PARTS	79.49
58258	MOMENTUM WEST	500.00
58259	REGISTRATION FEE TRUST	8.00
58260	ST CROIX COUNTY HIGHWAY DEPT	3,856.39
58261	UP-RITE DOOR CO	1,056.08
58262	ADER, ROGER	1,000.00
58263	ATKINS, GARY	65.00
58264	CEMSTONE PRODUCTS CO	199.94
58265	DERRICK HOMES LLC	1,000.00
58266	FRONTIER COMMUNICATIONS	685.50
58267	HALLER, JUSTIN	65.00
58268	INDUSTRIAL HEALTH SERVICES NETWORK INC	50.00
58269	LEBLANC, ANTHONY	65.00
58270	NEW RICHMOND AREA COMMUNITY FOUNDATION	5,000.00
58271	NIEDERER, BRADLY	65.00
58272	OEVERING HOMES LLC	2,000.00
58273	PERSHING LLC	5,000.00
58274	SWANSON, JEFFREY	65.00
58275	TAUBMAN, SCOTT	1,000.00
58276	FRONTIER COMMUNICATIONS	65.25
58277	AMERICAN FLAGPOLE & FLAG CO	1,381.60
58278	CITY UTILITIES - 2ND BILLING	24,890.17
58279	COUNTRYSIDE PLBG & HTG	13,992.00
58280	DARROW, MIKE	78.20
58281	DOAR DRILL & SKOW S.C.	777.98
58282	E O JOHNSON COMPANY (5)	251.00
58283	ECKBERG LAMMERS BRIGGS WOLFF & VIERLING	4,437.50
58284	FRONTIER COMMUNICATIONS (2)	41.78
58285	HUDSON CLERK OF COURT	282.40
58286	JOHN DEERE FINANCIAL	425.00
58287	LANDFORM PROFESSIONAL SERVICES, LLC	172.50
58288	MEIER, THOMAS	134.99
58289	MICHAEL BEST & FRIEDRICH LLP	495.00
58290	MBA PROFESSIONAL SERVICES INC	7,372.88
58291	OUR DESIGNS, INC	329.34
58292	SCHOOL DISTRICT OF NR	6,336.45
58293	ST CROIX COUNTY SHERIFF'S DEPT	330.00
58294	ST CROIX VALLEY SART, INC	200.00
58295	STEPHENS SANITATION - REFUSE	487.15
58296	WESTFIELDS HOSPITAL (2)	1,055.00
58297	WI DEPT OF JUSTICE - CRIME INFO BUREAU	84.00
58298	WI DEPT OF TRANS - TV & RP UNIT	40.00
58299	WILLIAMSON & SILER S.C.	1,627.84
58300	4 ACE PRODUCTIONS	195.00
58301	BALDWIN TELECOM, INC	529.77
58302	FLOYD LOCK & SAFE COMPANY	314.00
	SUB - TOTAL	88,753.09

	SUB - TOTAL CARRIED FORWARD	88,753.09
58303	SPECTRUM INSURANCE GROUP	38,946.00
58304	WI DEPT OF TRANS - TV & RP UNIT	5.00
58305	AMAZON (CITY)	1,453.84
58306	AMAZON (LIBRARY)	1,416.19
58307	AMERIPRIDE LINEN & APPAREL SERVICES	355.55
58308	BAKER TILLY VIRCHOW KRAUSE, LLP	440.00
58309	BENEFIT EXTRAS, INC	416.00
58310	CEDAR CORPORATION	309.50
58311	CIRCLE H PLANT RANCH	141.85
58312	CITY OF NEW RICHMOND	300.00
58313	CITY UTILITIES - 1ST BILLING	832.64
58314	CITY UTILITY - INVOICES	4,594.55
58315	CITY UTILITIES - LANDFILL	1,511.83
58316	CITY UTILITIES - OTHER	115.92
58317	CITY UTILITIES - SAC CHARGES	9,600.00
58318	CITY UTILITIES - SALES TAX	280.66
58319	CITY UTILITIES - SRPS	975.00
58320	CITY UTILITIES - WATER IMPACT FEES	9,600.00
58321	CONESTOGA-ROVERS & ASSOCIATES INC	8,690.14
58322	COUNTY MATERIALS CORP	210.00
58323	DELL MARKETING LP	253.17
58324	DWD - UNEMPLOYMENT INSURANCE	20.85
58325	EAST LAKE ENTERPRISES	21.75
58326	EDER FLAG MFG CO INC	381.60
58327	EMPSON, DONALD	30.00
58328	FANTASY CORRAL	400.00
58329	FLEET ONE LLC	3,171.06
58330	FREEDOM VALU CENTERS	2,937.38
58331	FRONTIER AG & TURF	4,500.00
58332	FRONTIER COMMUNICATIONS (1)	125.00
58333	G & K SERVICES, INC	120.86
58334	GARDEN EXPRESSIONS	2,295.00
58335	GILLEN'S LIME QUARRY	3,288.74
58336	HOME TEC DESIGNERS & BUILDERS INC	1,000.00
58337	HURTIS LOCKSMITH SHOP	50.00
58338	INDUSTRIAL HEALTH SERVICES NETWORK INC	44.40
58339	J MICHAEL HOMES INC	1,000.00
58340	KWIK TRIP/KRIK STAR STORES	1,010.33
58341	LANDAU, DAVID	250.00
58342	LARSON, SHANE	65.00
58343	LAVENTURE CRANE & RIGGING, INC	1,120.00
58344	MESSES & MATERPIECES, INC	250.00
58345	MINNESOTA LIFE INSURANCE CO	2,393.42
58346	MUNICIPAL CODE CORPORATION	700.00
58347	MUNSON PLUMBING SERVICE LLC	3,425.00
58348	NORTH SHORE BANK	29,311.53
58349	RECYCLE TECHNOLOGIES, INC	34.18
58350	REGISTER OF DEEDS	60.00
58351	RICE, CYNTHIA	900.00
58352	RIVERTOWN MULTIMEDIA	1,222.02
58353	RUNNING, INC	9,808.92
58354	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	179.55
58355	SCHROEDER, TIMOTHY	65.00
58356	SMITH MICRO TECHNOLOGIES INC	400.00
58357	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	1,127.10
	SUB - TOTAL	240,909.62

	SUB - TOTAL CARRIED FORWARD	240,909.62
58358	STATE OF WI - COURT FINES & ASSESSMENTS	2,536.07
58359	STEPHENS SANITATION - RECYCLING	3,991.00
58360	SUNRISE LAWNS	165.00
58361	SUPERIOR SEALERS LLC	25,000.00
58362	TRITECH SOFTWARE SYSTEMS	6,387.21
58363	UNITED STATES TREASURY	124.80
58364	VARIETY OFFICE PRODUCTS	598.19
58365	VERIZON WIRELESS (POLICE)	234.99
58366	VILLAGE OF STAR PRAIRIE	72.66
58367	WASHINGTON NATIONAL INS CO	409.90
58368	WESTFIELDS HOSPITAL	171.00
58369	WI PROFESSIONAL POLICE ASSN, INC	529.75
58370	WI TAXPAYERS ALLIANCE	155.00
58371	WILLIAMSON & SILER S.C.	6,639.48
58372	WITC - NEW RICHMOND	1,294.00
58373	XCEL ENERGY	400.31

TOTAL VOUCHERS 289,618.98

	ELECTRONIC FUND TRANSFERS	
	PAYROLL (6/12, 6/26, 7/10)	330,131.73
	DEFERRED COMP	13,430.00
	ROTH - WI	200.00
	FEDERAL W/H	86,896.68
	STATE W/H	14,653.15
	POSTAGE	2,000.00
	LT DISABILITY PREMIUMS	1,395.84
	MEDICAL PREMIUMS	89,056.60
	RETIREMENT	73,632.49
	VISA	1,431.85
	HRA	6,029.95
	WI - SCTF	1,804.56
	FLEX SPENDING	3,062.42
	EMPLOYEE FUND	222.00
	FIREMEN DUES DEDUCTIONS	390.00
	INVESTMENT TRANSFER	-
	AFLAC	1,564.03
	ASM TRANSFER	-
	IMPACT FEE TRANSFERS	19,000.00
	SPORTS CENTER LEASE	-
	MISC - BILLINGS	-
	MISC - RESTITUTIONS	250.00
	TID FEES	-
	WPPI LOAN PMTS	1,363.47
	DEBT PAYMENTS	34,306.00

TOTAL ELECTRONIC FUNDS 680,820.77

GRAND TOTAL 970,439.75

CHAIRMAN OF FINANCE COMMITTEE
7/13/2015



WITC TV 6

Community Media Serving New Richmond, Wisconsin

1019 South Knowles Avenue, New Richmond, WI 54017

Phone (715) 246-6561 Ext. 4611

Email tv@witc.edu

Web www.witc.edu/tv

July 1, 2015

New Richmond City Council
156 East First Street
New Richmond WI 54017

Dear Council,

As we begin the new fiscal year at Indianhead Technical College, it is time to review the operating agreement for the public, education and government channel owned by the City of New Richmond and operated under contract with WI Indianhead Technical College. We are pleased to have operated this channel for the City since 1985 and request a memorandum extending our revised, 2012, agreement from July 1, 2015 to June 30, 2016.

The cost of this contract is estimated at \$14,500 for the July 2015 – June 2016 period. The contract provides good value to the City in that the hours are utilized as needed. Typical staffing hours allow for responses to viewer and producer issues from 8 a.m. until 7 p.m. Monday through Thursday and 8 a.m. until 4 p.m. on Fridays. This estimate includes maintaining the current, basic operational staffing at 9 hours 23 minutes per week. As in past years, this estimate also includes a \$4,000 budget to hire hourly workers to maintain equipment and provide Internet support. This funding will only be used as necessary and is charged within the semi-annual billing to the City.

This has been a particularly challenging year for the channel as the cable provider, Northwest Communications, converted to all digital programming in early December 2014. This has resulted in many complaints from viewers as channel 6 continues to be analog with mono sound against the stereo clarity and digital pictures from neighboring channels. The switch to digital has also caused channel 6 to be on different channels in different homes. Some subscribers now see us on channel 600 while others watch channel 6. Fixing this problem will require an additional investment in channel equipment as well as the potential loss of live broadcasting. We look forward to dedicating time in the coming weeks to plan out the vision for the channel's future given the technological changes at hand.

Sincerely,

Dr. Alex D. Birkholz
WITC TV6
Enclosures

AGREEMENT

This agreement made this first day of July, 2012, between the City of New Richmond, a Wisconsin municipality, (hereinafter CITY) and Wisconsin Indianhead Technical College, a duly organized Wisconsin vocational, technical and adult education school district (hereinafter WITC).

CITY is the owner of a cable channel on a system owned and operated by Northwest Communications (hereinafter CABLE). It serves the City of New Richmond, Village of Star Prairie and parts of the surrounding area.

CITY is in need of a studio facility to broadcast public, educational, and governmental programs at no charge to users and to provide leased access for private broadcasting.

WITC has agreed to provide the studio facility at its campus located at New Richmond, Wisconsin.

Therefore, in consideration of all the mutual promises contained herein, the parties agree as follows:

1. WITC will provide to CITY sufficient space for a studio facility at its campus at New Richmond, Wisconsin. WITC shall designate this space to be used but it must be adequate for broadcasting purposes.
2. This agreement shall continue until terminated by either party as provided under paragraph 6 of this agreement.
3. CITY will provide and pay to maintain all of the necessary basic equipment to allow broadcasting from the studio over cable channels designated by CABLE. WITC may install such further equipment as it desires so long as it is compatible with CABLE's basic broadcasting equipment. Each party shall maintain casualty and liability insurance on its own equipment and WITC shall maintain liability insurance on the premises in which the studio is located.
4. CITY and WITC agree that the following provisions shall govern the operation of the studio facility.
 - a. WITC shall provide all personnel for the studio, including a Program Director. WITC shall have the right to control the salaries and/or wages, hours and workload of such personnel. All such personnel shall be considered to be employees of WITC. At minimum this will represent 25% of one full time position.
 - b. CITY agrees to pay WITC all monies which have been designated for Program Director's fees provided this amount will not exceed the compensation paid by WITC for studio personnel.
 - c. WITC shall administer and operate the studio in accordance with the operating rules agreed to by both parties.
5. CITY and WITC agree to cooperate and consult with each other at least on a monthly basis regarding the operation of the studio. The Program Director agrees to submit to CITY for review any application where the program content may not conform with the operating rules set forth in Exhibit "A".

6. The initial term of this agreement shall extend to June 30, 2013. Thereafter it shall be renewed on an annual basis extending from July 1 of each year to June 30 of each year. The renewal shall be in the form of a written document executed by both parties. In addition to the cancellation of the contract at the end of any annual term, either party may cancel this agreement upon 60 days written notice to the other party. Upon the effective date of any cancellation, CITY shall be allowed to remove all of its equipment from the premises of WITC.
7. This agreement shall bind the partners hereto, its successors and assigns.

Executed the day set forth above.

City of New Richmond, Wisconsin

Wisconsin Indianhead Technical College

Exhibit "A"

CITY OF NEW RICHMOND, WISCONSIN
OPERATING RULES FOR
PUBLIC, EDUCATIONAL, GOVERNMENTAL AND LEASED ACCESS CHANNELS

The rules and regulations set forth herein below govern the availability and use of the public, educational, governmental and leased access owned by the City of New Richmond operating on Northwest Communications serving the City of New Richmond and surrounding areas.

1. PUBLIC ACCESS

- a. Public access channel space shall be available at no charge to any person, group, organization or other entity on a first come, nondiscriminatory basis upon the filing of the designated Application for Access Channel Time and Use of Facility and consistent with the availability of the access channel at the time and for the duration requested. Time and production facility requests should be made for reasonable hours.
- b. No program, production or the presentation shall be transmitted which involves any advertising material designated to promote the sale of commercial products or services (including advertising on behalf of candidates for public office), lotteries, lottery information, or obscene, slanderous, libelous, or indecent matter. This prohibition of advertising material shall not extend to any advertising which may be an integral part of and contained in any program tape which is purchased or leased for presentation in its entirety on a public, educational or governmental access channel provided that the balance of the content of such program tape is consistent with the materials which would generally be presented on these access channels. However, no program shall contain any advertising prohibited above which would be prepared by WITC and could contain advertising which would be advertising for any commercial or professional establishment located in and around the area served by Northwest Community Communications except that the name only of any such establishments who have contributed to the cost of a given program may be presented.

- c. In order to permit diversity of use among public access cablecasters, WITC may limit the use of cablecasting facilities by any one applicant to two hours during any calendar week. Additional time may be leased in accordance with number four of these rules.

2. EDUCATIONAL ACCESS

- a. Educational access channel space shall be available at no charge to New Richmond educational institutions upon the filing of designated Application for Access Channel Time and Use of Facility and consistent with the availability of the access channel at the time and for the duration requested.
- b. Same as I.B.

3. GOVERNMENTAL ACCESS

- a. Governmental access channel space shall be available at no charge to the City of New Richmond and its departments upon the filing of the designated Application for Access Channel Time and Use of Facility and consistent with the available of the access channel at the time and for the duration requested. Use of the governmental access channel shall be governed by the City.
- b. Same as I.B.

4. LEASED ACCESS

- a. Leased access channel space shall be available to any person, group, organization or other entity on a first come, nondiscriminatory basis upon the filing of the designated Application for Access Channel Time and Use of Facility and consistent with the availability of the access channel at the time and for the duration requested. Time requests should be made for reasonable hours.
- b. No program, production or presentation shall be transmitted which involves lotteries, lottery information, or obscene, slanderous, libelous, or indecent matter.
- c. The rates for use of the leased access channel and production charges are available upon request and stated as approved by the City of New Richmond.

- 5. All requests for public and leased access channel time and use of the facilities are to be submitted at least 30 days in advance of the desired date and time.

6. Applicants for access cablecasting facilities shall submit program material to WITC for preview at a reasonable time prior to cablecast. Such previewing shall not, however, release the applicant of any responsibility for the nature of the program material.
7. Applicants for persons under 18 years of age must be accompanied by the signature of a parent, guardian or otherwise authorized adult. Such parent, guardian, or otherwise authorized adult shall assume all legal responsibility for the program and the action of the minor.

8. EQUIPMENT

- a. Public access equipment (studio, portable, and post-production) is dedicated to the purpose of production and cablecasting of public access programming. Equipment may be borrowed on a first come, nondiscriminatory basis by individuals who have been certified by WITC or its designee.
- b. Public Access equipment may be rented at the discretion of the Local Programming Director by individuals for purposes other than indicated in section 8 only when it has not been requested for public access use.
- c. Applicants requesting to borrow public access equipment must complete and sign the Request Form, the Check-In and Check-Out form, and the Responsibility for Damage Form.
- d. Applicants must agree to return the equipment to WITC in good condition. Normal wear and tear is expected. During the time that the equipment is in the possession of the applicant, the applicant shall be wholly responsible for its care, safekeeping, custody and any and all damage to the equipment. The applicant shall not attempt, make or permit anyone else to make or attempt to make alterations to the equipment without the expressed authorization of WITC.
- e. WITC may temporarily withhold from an individual the use of the public access equipment and facilities if, in the judgment of the access facilitator, the individual cannot adequately exercise the required care, safekeeping or custody of the equipment.
- f. Production assistance may be available upon reasonable request, at no charge to users of the public, educational and governmental access equipment.

9. BOOKING STUDIO EQUIPMENT POLICY

- a. Prior to reserving time, an operating certificate is required before any person can use the equipment.
A certificate can be obtained from the Program Director upon proper application.
- b. Each person or group may:
 1. Schedule up to a month in advance
 2. Reserve up to one 4 hour block of time for portable equipment per week unless special permission is obtained.
 3. Time in excess of the above 4 hour block of time. The Director shall determine all other policies subject to review by the cable tv company.

10. BOOKING CABLECASTING TIME

- a. A "Statement of Compliance" must be on file for all programs to be scheduled.
- b. Channel time must be reserved in advance
- c. Each program may be replayed up to two (2) times per week. The Director must authorize a program to be shown more often.

11. PROGRAMS

- a. The contents of all programs produced in the access studio, on access equipment, belong to the producer.
- b. Censorship: Neither the community access point as a whole, nor individual members, will censor the contents of programs. The producer of the program shall be held responsible for the contents of that program.
- c. Copyrighted materials: The producer of the program shall be held responsible for any disputes arising from the unauthorized use of copyrighted materials.
- d. "The use of the public access channel shall indemnify, defend, protect and save harmless the City of New Richmond, WITC and Northwest Communications from and against all actions or suits at law or equity of any nature whatsoever."

12. WAIVER

- a. CITY may, in its discretion, waive any of the above requirements in circumstances for which the nature of the cablecast warrants such a waiver.

13. PUBLIC INSPECTION

- a. WITC shall maintain a complete record of the names and addresses of all individuals and groups requesting time. Such record shall be maintained for a period of two years and will be available for public inspection there between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, except on legal holidays.
- b. Persons requesting public inspection shall identify themselves by name and address in order to assure WITC administrative control of such record.
- c. Access channel time will not be made available to access users who refuse to have their identity maintained in the records and available for public inspection as required by this section.

MEMORANDUM AGREEMENT

This memorandum agreement is made this day between the City of New Richmond (hereinafter CITY) and WITC-New Richmond, a duly organized State of Wisconsin Technical College (hereinafter WITC).

CITY and WITC entered into an agreement dated the first of July 2015, whereby WITC has furnished a studio facility and management personnel for the operation of a public education governmental broadcast channel or channels for CITY.

This agreement calls for annual renewal.

Therefore, in consideration of the promise contained herein, the parties agree as follows:

1. CABLE and WITC agree that their agreement shall be extended from July 1, 2015 to June 30, 2016.

CABLE

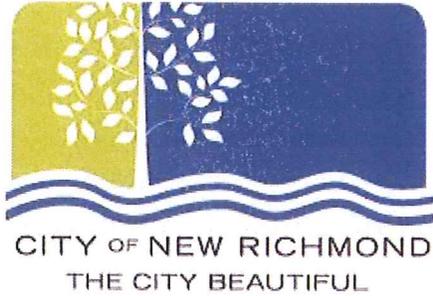
By: _____
Tanya Reigel
City Clerk

WITC

By: _____
Joe Huftel
Campus Administrator

Date: _____

Date: _____



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

TO: Mayor and City Council

FROM: Jim VanderWyst, Fire Chief

DATE: July 10, 2015

RE: Mutual Aid Agreement

Background

The Fire Advisory Board reviewed the attached mutual aid agreement at their meeting on June 17, 2015. The agreement is with Washington County in Minnesota and St. Croix County in Wisconsin.

Recommendation

The Fire Board recommended having Council review and approve this agreement.

MUTUAL AID AGREEMENT
INCLUSIVE OF: THE FIRE DEPARTMENTS OF WASHINGTON
COUNTY, MINNESOTA (will list each dept) AND THE FIRE DEPARTMENTS
OF ST. CROIX COUNTY, WISCONSIN (will list each dept)

This Agreement is made pursuant to Minnesota Statutes §471.59 and Minnesota Statutes §438.08 and Wisconsin Statutes §66.0303, Subd. (2) and (3)(b) which authorize the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions during an emergency situation or for designated training activities.

Section 1. Definitions.

- a. "Party" means a political subdivision.
- b. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
- c. "Requesting Party" means a party that requests assistance from other parties.
- d. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
- e. "Responding Party" means a party that provides assistance to a Requesting Party.
- f. "Assistance" means Fire and/or emergency medical services personnel and equipment, and any associated and related training necessary to further the purpose of this Agreement.

Section 2. Request for assistance.

Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

Section 3. Response to request.

Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the responding party and the availability of resources.

Section 4. Recall of Assistance.

The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.

Section 5. Command of Scene.

The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

Section 6. Workers' compensation.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Section 7. Damage to equipment.

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Section 8. Liability.

- a. For the purposes of Tort Liability, the employees and officers of the Responding Party are deemed to be employees of the Requesting Party.
- b. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.
- c. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in its Home State applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
- d. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under the laws of its Home State. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

- e. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.
- f. For the purposes of training, and other than Workers' compensation claims as described in Section 6, the laws of the State where the training takes place will control disputes based upon claims of one party against the other.

Section 9. Charges to the Requesting Party.

- a. No charges will be levied by a Responding Party to this agreement for assistance rendered to a Requesting Party under the terms of this agreement unless that assistance continues for a period of more than 12 hours. If assistance provided under this agreement continues for more than 12 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial 12 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.
- b. Such charges are not contingent upon the availability of federal or state government funds.

Section 10. Duration.

This agreement will be in force from the date of execution and shall continue until terminated. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

Section 11. Amendments.

Any amendments to this agreement shall be in writing and signed by all parties.

Section 12. Agreement.

This agreement contains the entire agreement of the Fire Departments of Washington County Minnesota and the Fire Departments of St. Croix County Wisconsin. Any prior correspondence, memoranda or agreements are replaced in total by this agreement.

Section 13. Execution.

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. Each party to this agreement shall maintain a copy of an executed copy of this agreement.

IN WITNESS WHEREOF, the undersigned, on behalf of their political subdivision or their fire department corporation has executed this agreement pursuant to authorization by its governing body

City of

Mayor

City Clerk

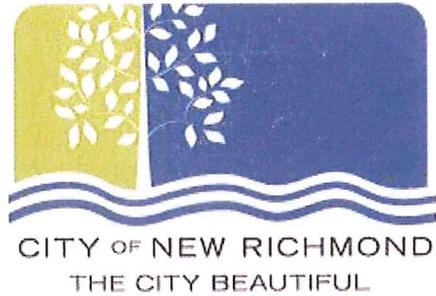
Fire Department

Fire Chief

Dated: _____, 2015

STATE OF WISCONSIN

Its _____



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

TO: Mayor & City Council

FROM: Bev Langenback, Treasurer / Mike Darrow, City Administrator

DATE: July 8, 2015

RE: GO Refunding Bonds 2015A & Electric Revenue Refunding Bonds 2015B

Background

The 2006 GO Bonds and the 2006 Electric Revenue Bonds will be callable on October 1, 2015 and are eligible for refunding 90 days prior. The purpose of refunding these bonds would be to save money in interest. The approximate interest savings would be \$370,000 between the two issues over the next 11 years.

Recommendation

Staff recommends the approval of the resolutions providing for the sale of GO Refunding Bonds, Series 2015A and for the sale of Electric Revenue Refunding Bonds, Series 2015B. The Finance Committee reviewed at the July 6th meeting and recommends approval.



EHLERS
LEADERS IN PUBLIC FINANCE

July 13, 2015

Pre-Sale Report for

City of New Richmond, Wisconsin

\$3,530,000 General Obligation Refunding Bonds,
Series 2015A

City of New Richmond

Prepared by:

Sean Lentz
Senior Municipal Advisor

And

Patrick Malloy
Financial Specialist II

Executive Summary of Proposed Debt

Proposed Issue:	\$3,530,000 General Obligation Refunding Bonds, Series 2015A
Purposes:	<p>The proposed issue includes financing for the following purpose:</p> <ul style="list-style-type: none"> Current refunding of \$4,545,000 General Obligation Corporate Purpose Bonds, Series 2006A – Debt service will be paid from ad valorem property taxes and Tax Increment District No. 8 revenues. <p>Interest rates on the obligations proposed to be refunded are 4.125% to 4.200%. The refunding is expected to reduce interest expense by approximately \$280,000 over the next 10 years. The Net Present Value Benefit of the refunding is estimated to be \$250,268, equal to 7.254% of the refunded principal. These savings figures are based on interest rates 50 basis points (0.50%) above current market rates.</p> <p>This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.</p>
Authority:	<p>The Bonds are being issued pursuant to Wisconsin Statute:</p> <ul style="list-style-type: none"> 67.04 <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> <p>The Bonds count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City’s total General Obligation debt principal outstanding will be \$18,083,884, which is 63% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$10,690,000.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 10 year term. Principal on the Bonds will be due on October 1 in the years 2016 through 2025. Interest is payable every six months beginning April 1, 2016.</p> <p>The Bonds maturing on and after October 1, 2023 will be subject to prepayment at the discretion of the City on October 1, 2022 or any date thereafter.</p>
Bank Qualification:	<p>Because the City is issuing less than \$10,000,000 in the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City’s most recent bond issues were rated “Aa3” by Moody’s Investors Service. The City will request a new rating for the Bonds.</p>



	<p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
<p>Basis for Recommendation:</p>	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Bonds as a suitable financing option because:</p> <ul style="list-style-type: none"> • General Obligation debt offers the lowest interest cost and highest savings to the City. • There are not currently sufficient funds in TID No. 8 to prepay the TID No. 8 portion of the 2006A Bonds. • The issue is large enough to make a public offering cost-effective.
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the City, we will solicit competitive bids for purchase of the Bonds from local banks in your area and national underwriters.</p> <p>We have included an allowance for discount bidding equal to 1.00% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds, any premium amount received will be used to reduce the issue size. These adjustments may slightly change the true interest cost of the original bid, either up or down. The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.</p>



Other Considerations:	The proposed timeline allows the City to conduct a current refunding at the earliest possible time. The call date for the 2006A Bonds is October 1, 2015 and closing must occur within 90 days of the call date for an issue to be eligible for a current refunding. Conducting a sale in May or June allows the City to close in early July and be within the 90 day window. Conducting the sale as soon as possible enables to City to secure interest rates sooner (as of the date of sale) and eliminates the interest rate risk that waiting until closer to the call date entails.
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that the \$2,160,000 Electric Revenue Bonds, Series 2006B are good candidates for refunding. A separate Pre-Sale Report details a proposed refunding debt issue.</p> <p>We will continue to monitor the market and the call dates for the City’s other outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain “material events” to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities/tax credit securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you. We also recommend that you establish written procedures regarding compliance with IRS rules.
Risk Factors:	Current Refunding: The Bonds are being issued for the purpose of current refunding prior City debt obligations. Those prior debt obligations are “callable” now and can therefore be paid off within 90 days or less. The new Bonds will not be pre-payable until October 1, 2022. This refunding is being undertaken based in part on an assumption that the City does not expect to have future revenues to pay off this debt prior to the new call date and that market conditions warrant the refinancing at this time.



<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but final fees may vary. If you have any questions pertaining to the identified service providers or their roles, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Quarles & Brady LLP</p> <p>Paying Agent: Bond Trust Services Corporation</p> <p>Rating Agency: Moody's Investors Service</p>
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This Pre-Sale Report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



Proposed Debt Issuance Schedule

Pre-Sale Review by Common Council:	July 13, 2015
Distribute Official Statement:	Mid-July, 2015
Conference with Rating Agency:	Week of July 27, 2015
Common Council Meeting to Award Sale of the Bonds:	August 10, 2015
Estimated Closing Date:	August 26, 2015
Redemption Date for Series 2006A Bonds:	October 1, 2015

Attachments

Proposed Debt Service Schedule with Sources and Uses of Funds

Refunding Savings Analysis

Tax Increment District No. 8 Forecast

Resolution Providing for the Sale of \$3,530,000 General Obligation Refunding Bonds, Series 2015A

Ehlers Contacts

Financial Advisors:	Sean Lentz	(651) 697-8509
	Patrick Malloy	(651) 697-8552
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Beth Mueller	(651) 697-8553

The Official Statement for this financing will be mailed to the Common Council members at their home addresses or e-mailed for review prior to the sale date.



Exhibit 1

City of New Richmond, WI

Estimated Debt Service and Capitalization Schedule

\$3,530,000 General Obligation Refunding Bonds, Series 2015A

Year	Principal	Rate	Interest	Total P&I	Levy	TID No. 8
2015				-		
2016	315,000	1.05%	81,011	396,011	62,322	333,689
2017	320,000	1.35%	70,525	390,525	60,705	329,820
2018	325,000	1.65%	66,205	391,205	60,030	331,175
2019	340,000	1.90%	60,843	400,843	64,205	336,638
2020	340,000	2.05%	54,383	394,383	58,160	336,223
2021	355,000	2.20%	47,413	402,413	62,135	340,278
2022	365,000	2.35%	39,603	404,603	60,925	343,678
2023	380,000	2.55%	31,025	411,025	64,633	346,393
2024	390,000	2.65%	21,335	411,335	63,103	348,233
2025	400,000	2.75%	11,000	411,000	56,513	354,488
Totals	3,530,000		483,341	4,013,341	612,729	3,400,611

Issue Summary			
<u>Key Dates</u>			
Dated Date:		8/26/2015	
First Interest Payment:		4/1/2016	
First Principal Payment:		10/1/2016	
<u>Projected Interest Rates</u>			
Basis:		Current Aa3 rates plus 50 basis points	
True Interest Cost (TIC):		2.527%	
All Inclusive Cost (AIC):		2.764%	
<u>Sources and Uses</u>			
	Total	Levy	TID No. 8
Par Amount of Bonds	3,530,000	540,000	2,990,000
Total Sources	\$3,530,000	\$540,000	\$2,990,000
Underwriters Discount (1.00%)	35,300	5,400	29,900
Costs of Issuance	44,000	6,731	37,269
Deposit to Project Fund	3,450,000	525,000	2,925,000
Rounding Amount	700	2,869	(2,169)
Total Uses	\$3,530,000	\$540,000	\$2,990,000

Exhibit 2

City of New Richmond, WI



Preliminary Refunding Savings Analysis

Year	PRIOR TO THE REFUNDING				FOLLOWING THE REFUNDING				DEBT SERVICE SAVINGS	
	Principal 10/1	Rate	Interest 4/1 & 10/1	Less: Fund Transfers	Net Debt Service	Principal 10/1	Rate	Interest 4/1 & 10/1		Less: Fund Transfers
	Existing Debt Service (to be refunded) \$4,545,000 General Obligation Corporate Purpose Bonds, Series 2006A Dated: 5/9/2006				New Debt Service \$3,530,000 General Obligation Refunding Bonds, Series 2015A Dated: 8/26/2015					
2015	280,000	4.125%	143,031	-	423,031	315,000	1.05%	81,011	-	396,011
2016	290,000	4.125%	131,481	-	421,481	320,000	1.35%	70,525	-	390,525
2017	300,000	4.125%	119,519	-	419,519	325,000	1.65%	66,205	-	391,205
2018	320,000	4.125%	107,144	-	427,144	340,000	1.90%	60,843	-	400,843
2019	330,000	4.125%	93,944	-	423,944	340,000	2.05%	54,383	-	394,383
2020	350,000	4.125%	80,331	-	430,331	355,000	2.20%	47,413	-	402,413
2021	365,000	4.125%	65,894	-	430,894	365,000	2.35%	39,603	-	404,603
2022	385,000	4.150%	50,838	-	435,838	380,000	2.55%	31,025	-	411,025
2023	405,000	4.200%	34,860	-	439,860	390,000	2.65%	21,335	-	411,335
2024	425,000	4.200%	17,850	-	442,850	400,000	2.75%	11,000	-	411,000
Total	3,450,000		844,891	-	4,294,891	3,530,000		483,341	-	4,013,341

Notes:

1. Rates based on current market for Aa3 rating plus 50 basis points; analysis of savings based on lower rates below

Plus Rounding: 700

Total Cash Flow (Future Value) Savings:	282,251
Present Value Savings of 7.254%:	250,268

INTEREST RATE ANALYSIS		
Rates	FV Savings	% Savings
Market	388,888	10.248%
+ 0.25%	335,015	8.731%
	301,222	

Exhibit 3

City of New Richmond, WI

Tax Increment Forecast - With Refunding of 2006A Bonds

TID No. 8

Creation Date (Council Approval): June 13, 2005
 End of Expenditure Period: June 13, 2020
 Maximum Life of District (Termination Date): June 13, 2035
 Final Revenue Collection Year: 2035

Revenue Year	New Valuation	TID Value Increment	Tax Rate	REVENUES			EXPENSES				Annual Balance	Cumulative Balance	
				Projected Tax Increment	Projected Transfer from TID No. 5	Other Revenues	Projected Total Revenues	TID 8 Portion 2006 G.O. Bonds \$ 4,545,000	Proposed 2015 G.O. Bonds \$ 3,530,000	Repayment of Utility Advance			Projected Total Expenses
2015		3,398,200	24.58	83,518	466,136		549,655					194,103	218,377
2016		3,398,200	24.58	83,518	466,136		549,655					215,966	434,342
2017	700,000	4,098,200	24.58	100,722	466,136		566,859					219,835	654,177
2018		4,098,200	24.58	100,722	466,136		566,859					218,480	872,657
2019		4,098,200	24.58	100,722	466,136		566,859					213,017	1,085,674
2020		4,098,200	24.58	100,722	466,136		566,859					213,432	1,299,106
2021		4,098,200	24.58	100,722	466,136		566,859					209,377	1,508,483
2022		4,098,200	24.58	100,722	466,136		566,859					205,977	1,714,461
2023		4,098,200	24.58	100,722	466,136		566,859					203,262	1,917,723
2024		4,098,200	24.58	100,722	466,136		566,859					201,422	2,119,145
2025		4,098,200	24.58	100,722	466,136		566,859					195,167	2,314,312
2026		4,098,200	24.58	100,722	466,136		566,859					549,655	2,863,967
2027		4,098,200	24.58	100,722	466,136		566,859					549,655	3,413,622
2028		4,098,200	24.58	100,722	466,136		566,859					99,588	3,513,210
2029		4,098,200	24.58	100,722	466,136		100,722					100,722	3,613,932
2030		4,098,200	24.58	100,722	466,136		100,722					100,722	3,714,655
2031		4,098,200	24.58	100,722	466,136		100,722					100,722	3,815,377
2032		4,098,200	24.58	100,722	466,136		100,722					100,722	3,916,099
2033		4,098,200	24.58	100,722	466,136		100,722					100,722	4,016,822
2034		4,098,200	24.58	100,722	466,136		100,722					100,722	4,117,544
2035		4,098,200	24.58	100,722	466,136		100,722					100,722	4,218,266

Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$3,530,000 General Obligation Refunding Bonds, Series 2015A**

- A. WHEREAS, the Common Council of the City of New Richmond, Wisconsin, has heretofore determined that it is necessary and expedient to issue the City's \$3,530,000 General Obligation Refunding Bonds, Series 2015A (the "Bonds"), to provide for a current refunding of the City's General Obligation Corporate Purpose Bonds, Series 2006A; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Richmond, Wisconsin, as follows:

- 1. Authorization; Findings. The Common Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The Common Council shall meet at 7:00 pm on August 10, 2015, for the purpose of considering the proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 13th day of July, 2015.

City Clerk