



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

June 24, 2016

CALL OF MEETING TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEW RICHMOND

Notice is hereby given that there will be a Special Session of the Council of the City of New Richmond on Monday, June 27, 2016 at 5:30 p.m. in the Council Chambers of the Civic Center, 156 East First Street, New Richmond, WI 54017.

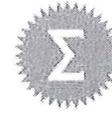
AGENDA:

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda
5. Finalizing repayment term for 2016 General Obligation Bond
6. Highway 64 Trail Committee
7. "Just Fix It" Resolution
8. Pollinator Pledge Resolution
9. Third Detective Job Description – Drug Investigation Position
10. Employee Handbook Overview
11. Notice of Lis Pendens, Jurisdictional Offer and Award of Damages for Parcel 2, Unknown Owner on the North Shore Drive project
12. Revised Offer to Purchase for Parcel 1, Francois Family Farm LLC on the North Shore Drive project
13. Resolution for sale of land – Burger Brothers Holdings LLC
14. Community Commons Formal Agreement Revision
15. Commons Master Plan Discussion and Process
16. Community Library Fundraising Process and Proposed Financial Board of Directors
17. Civic Center Kitchen Modifications
18. Strategic Plan Process Update
19. Skate Park Update
20. Closed Session per State Statute 19.85 (1)(e)(g) –
 - a. TIF #6 Business Development
21. Open Session – Action on Closed Session Agenda
22. Communications & Miscellaneous
23. Adjournment

Please note that there will be no work session in July

Fred Horne, Mayor

cc: The New Richmond News, Northwest Communications, City Website



Memo

To: City Council of the City of New Richmond, WI
From: Sean Lentz, Ehlers
Cc: Mike Darrow, City Administrator
Date: June 27, 2016
Subject: Review of debt repayment options and impact for the \$4,640,000 General Obligation Corporate Purpose Bonds, Series 2016A

\$4,640,000 General Obligation Corporate Purpose Bonds, Series 2016A

At the June 13 meeting, the City Council approved proceeding with the sale of \$4,640,000 General Obligation Corporate Purpose Bonds, Series 2016A. The 2016A Bonds will provide financing for the following purposes:

- **Street improvements - \$2,870,000**
- **Storm water projects - \$375,000**
- **Sidewalk projects (related to street improvements) - \$35,000**
- **TID No. 6 street improvements - \$735,000**
- **Refunding of the 2015 State Trust Fund Loan - \$625,000**

The bond sale will occur on the morning of July 11th. The Council will review the results at the meeting the evening of the 11th. The repayment schedule for the 2016A Bonds, included in the Pre-Sale Report, was for a 20 year term. The 20 year term is the maximum allowed under State law for General Obligation debt. The 2016A Bonds will be first callable/pre-payable on October 1, 2025 and any time thereafter. The Council requested, for review and comparison, a 15 year repayment option. The request was also made, on the 20 year and 15 year repayment options, to see the impact on the Assessed tax rate if the value of the City grows 2% annually.

The numbers and impact will be reviewed at the Council workshop on June 27th and a final decision will be made on the repayment term for the \$4,640,000 General Obligation Corporate Purpose Bonds, Series 2016A.





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MEMORANDUM

TO: Mayor Horne and City Council

FROM: Noah Wiedenfeld, Management Analyst

DATE: June 22, 2016

SUBJECT: Highway 64 Corridor Trail Committee

BACKGROUND

The St. Croix Bike and Pedestrian Trail Coalition is seeking to establish a subcommittee called the Highway 64 Corridor Trail Committee. This citizen advisory group would focus on establishing safe trail connections between the Highway 64 corridor communities including the Town of Richmond, the Town of St. Joseph, the Town of Somerset, the Town of Star Prairie, the Village of Somerset, and the City of New Richmond.

A draft resolution is included in the packet for review and discussion only. No formal action needs to be taken by the City Council at this time.

**RESOLUTION 2016 No. X, City of New Richmond, Wisconsin
HIGHWAY 64 CORRIDOR TRAIL COMMITTEE CHARTER**

Purpose

The Highway 64 Corridor Trail Committee (Committee) is hereby created by the St. Croix Bike and Pedestrian Trail Coalition (Coalition) to research and provide information to the Coalition regarding the following matter:

Collaboration between and among the Highway 64 corridor communities - specifically the Towns of Richmond, St. Joseph, Somerset and Star Prairie, the Village of Somerset and the City of New Richmond (Corridor Communities) - regarding trail connections along the Highway 64 corridor that ensure trails will ultimately connect from the Loop Trail being constructed as a part of the St. Croix River Crossing Project into the City of New Richmond.

Organization

The Committee shall be organized as follows:

1. The duration of the Committee shall be ongoing either as deemed necessary by the Board of Directors or until the trail connections are complete, and
2. The Committee shall meet at least semi-annually, and
3. Meetings may be called by the Chairperson of the Committee or a majority of the Coalition's Board of Directors (Directors), and
4. The Committee shall be an advisory body to the Directors. Actions taken by the Committee shall be at the request of the Directors only, and
5. Membership shall consist of at least one member appointed by each Corridor Community, a member of the Pathways organization, a member of the Coalition and not more than six members-at-large who must be either a resident of or merchant in one of the Corridor Communities. Membership on the Committee shall not exceed fourteen members, and
6. The Chairperson of the Committee may be either a Director or a member of the Coalition, and
7. A quorum shall be a majority of the membership, and
8. Meetings may be held at times and in public locations the committee may determine, coordinating with the Coalition Secretary, and
9. *Roberts Rules* shall be the basis for the Committees rules of procedure with more specific rules being adopted by the Committee as deemed necessary, and
10. Agendas for meetings shall be sent to the Coalition Secretary at least 10 days prior to the meeting for publication and distribution to members, and
11. Minutes from the meetings shall be sent to the Coalition Secretary at most 10 days following the meeting for publication and distribution to members, and
12. The Committee shall coordinate with the Coalition secretary regarding any further records required, and
13. A report shall be given to the Directors at each meeting in which the Committee met following the last Directors meeting, and
14. A written report shall be given to the Directors at least yearly before the annual meeting, anytime a significant action is requested or taken and whenever requested by the Directors. The report shall provide specific details needed for the Board to take action. These reports shall become a part of the public records of the Coalition.

**RESOLUTION 2016 No. X, City of New Richmond, Wisconsin
HIGHWAY 64 CORRIDOR TRAIL COMMITTEE CHARTER**

Goals

The Committee should accomplish the following tasks as requested by the Coalition:

1. Designate an agreed upon, connected trail system along the Highway 64 corridor from the Loop Trail to New Richmond.
2. Assure Corridor Communities' trail plans are incorporated into St. Croix County's updated Bike & Pedestrian Plan. This task must be accomplished before the county's updated plan is finalized, optimally by September 2015.
3. Keep Committee members current with changes occurring in Corridor Communities' trail plans.
4. Research funding method (s) for designing, engineering and constructing the connected route through the Corridor Communities.
5. Set yearly construction and/or other priorities as deemed necessary for the Corridor Communities.
6. Provide united support for each community's planned design, engineering, and construction along the Hwy 64 Corridor as may be requested by the Corridor Communities for a variety of purposes.

I hereby certify that the foregoing resolution was duly adopted by City of New Richmond at a legal meeting held on the _____ day of _____ 2016.

Fred Horne, Mayor

Attest: _____
Tanya Reigel, City Clerk



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MEMORANDUM

TO: Mayor Horne and City Council

FROM: Mike Darrow, City Administrator

DATE: June 22, 2016

SUBJECT: "Just Fix It" Resolution

BACKGROUND

Council Member Ard has requested that the League of WI Municipalities sample resolution be presented and discussed during the next available work session (see attached). This item will be discussed at the work session and, if requested, placed on the next formal City Council meeting agenda for adoption.

#JustFixItWI Transportation Funding Sample Resolution

WHEREAS, local government in Wisconsin is responsible for about 90% of the road miles in the state; and

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

WHEREAS, according to "Filling Potholes: A New Look at Funding Local Transportation in Wisconsin," commissioned by the Local Government Institute of Wisconsin (LGI) the condition of Wisconsin's highways is now in the bottom third of the country; and

WHEREAS, state funding for local roads in Wisconsin has failed to keep up with costs over the past several decades which has adversely affected local transportation finances. According to "Filling Potholes," municipal transportation spending has declined from \$275 per capita in 2000 to \$227 in 2012; and

WHEREAS, high quality and fast transit systems are critical to attracting businesses and people to urban areas, yet state funding for transit is less today than it was five years ago; and

WHEREAS, levy limits do not allow local government to make up for the deterioration of state funding; and

WHEREAS, Wisconsin's over-reliance on borrowing eats away at the state's segregated funding sources – the state gas tax and vehicle registration fees – which increasingly pay debt service rather than fund transportation needs; and

WHEREAS, safety is a primary concern and responsibility of local governments across Wisconsin. Unfortunately, according to TRIP, a national non-profit transportation research group, Wisconsin had 347 non-interstate, rural road fatalities in 2013; and

WHEREAS, the _____ *board/ council* recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local *and* state roads need to be properly maintained in order for our economy to grow; and

WHEREAS, from a competitive standpoint Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and

WHEREAS, the Transportation Finance and Policy Commission, appointed by the Governor and Legislature clearly found that if Wisconsin does not adjust its user fees, the

condition of our state and local roads as well as local transit systems will deteriorate significantly over the next decade.

NOW, THEREFORE, BE IT RESOLVED by the _____
County Board of Supervisors/ City Council/Village Board/ Town Board urge the Governor and Legislature to #JustFixItWI and agree upon a sustainable solution: one that includes a responsible level of bonding and adjusts our user fees to adequately and sustainably fund Wisconsin's multi-modal transportation system. Furthermore, the County Board of Supervisors/City Council/Village Board/ Town Board directs the Clerk to send a copy of this resolution to our State Legislators, Governor Scott Walker and the League of Wisconsin Municipalities.

For contact information for your Legislative Delegation <http://legis.wisconsin.gov/>
Governor's address: Office of Governor Scott Walker, 115 East Capitol, Madison, WI 53702
Questions – contact Gail Sumi, League Member Engagement and Comm. Director at gsumi@lwm-info.org or
608-267-4477



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MEMORANDUM

TO: Mayor Horne and City Council

FROM: Jesse Stenske, Student Representative
Noah Wiedenfeld, Management Analyst

DATE: June 24, 2016

SUBJECT: Pollinator Pledge

BACKGROUND

In response to a growing concern about a declining pollinator population (bees, butterflies, bats, some birds) the St. Croix Valley Pollinator Pledge was developed in partnership with the National Park Service. By signing the pledge, businesses and organizations commit to taking action to support pollinators. More than 50 businesses and organizations, including Andersen Corporation, Xcel Energy, Rotary clubs, the School District of New Richmond, and local conservation groups have signed the pledge. The City of New Richmond would be the first local government to sign the pledge and show support for pollinators.

Recently, the City of New Richmond received grants from the Natural Resources Foundation of Wisconsin and Star Prairie Fish & Game, and partnered with students from New Richmond High School to install bluebird houses, butterfly houses, and pollinator-friendly plants at Freedom Park.

A draft resolution is included in the packet for review and discussion only. No formal action needs to be taken by the City Council at this time. Student representative Jesse Stenske will give a formal presentation at an upcoming regular City Council meeting.



Pollinator Pledge

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW RICHMOND,

The undersigned recognize the critical importance of pollinator habitat both restored and maintained on public and private lands, particularly found within the St. Croix River Watershed and adjacent counties within Minnesota and Wisconsin. Through collaboration and outreach resulting from this resolution, an interconnected mosaic of pollinator habitat with large core areas will be developed to stabilize and/or increase populations of pollinator species throughout this project area.

WHEREAS, Pollinators include butterflies, bees, some birds, bats, and other insects that play a crucial role in flowering plant reproduction and given the breadth, severity, and persistence of pollinator losses, it is critical to expand efforts to take new steps to reverse pollinator losses and help restore populations to healthy levels;

WHEREAS, Monarch butterfly populations declined to the lowest recorded level in 2013-14, and there is an imminent risk of failed migration.

WHEREAS, Three-Fourths of the world's flowering plants and about 35 percent of the world's food crops depend on animal pollination to reproduce.

WHEREAS, The endangered Karner Blue Butterfly population blinked out in eastern Minnesota and Canada, and the western edge of the national population is currently anchored within the St. Croix River Watershed.

WHEREAS, For migratory pollinators, such as bats, hummingbirds, and the monarch butterfly, we recognize the importance of identification and protection of our nectar corridor;

THEREFORE, we declare that it is our goal to collaboratively and strategically protect and enhance pollinator species and their habitat on public and private lands throughout the St. Croix River Watershed and adjacent counties within northwest Wisconsin and northeastern Minnesota by:

- ***Increase and Improve Pollinator Habitat:*** Identify existing pockets of pollinator habitat, and then develop a network of habitat on public and private lands to develop a nectar corridor for migratory and non-migratory pollinator species.
- ***Public-Private Partnerships:*** Develop strategic partnerships to improve or create habitat for pollinators as well as provide educational opportunities within the scope of the resolution.

- **Education:** Encouraging voluntary, collaborative, and locally-led conservation that has proven to be effective in maintaining and enhancing working landscapes, this may include but is not limited to planting pollinator gardens, building bee blocks, and avoiding or limiting pesticide use.
- **Education:** Provide educational opportunities (both government and non-government) to those interested in enhancing pollinators and pollinator habitat opportunities.
- **Research:** Develop and/or promote citizen science opportunities for tracking key populations of pollinator species and habitat.

ADOPTED on this X day of June, 2016.

Fred Horne, Mayor

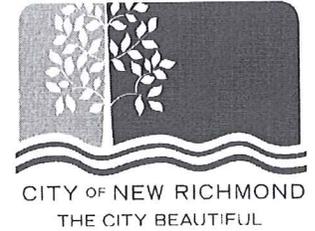
ATTEST:

Tanya Reigel, City Clerk

Date _____



New Richmond Police Department
1443 Campus Drive
New Richmond Wisconsin 54017
(715) 246-6667 Office (715) 246-4370 Fax



Craig Yehlik
Chief of Police

June 22, 2016

History

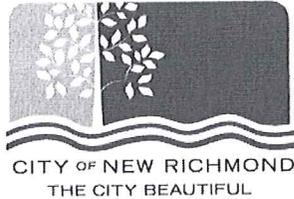
Around the first of the year the New Richmond City Council approved the reallocation of a Sergeants Position into a third detective position. Through discussion it was decided that the best use of those new resources was to create a full time drug/narcotics investigation position. The City Council requested a job description be created and submitted for approval prior to posting the Drug Investigator position.

There was discussion about work days and hours and it was decided to move forward with the Drug investigator position as a 2 year, limited term promotion, with an option if mutually agreed on for 1 more year. The officer in the position would be eligible to re-apply for the position at the end of year three. The information was presented to the union and the union agreed and drafted a side letter, which to date has not been signed as the job description had not been completed.

As of June 22, 2016 the job description has been completed and approved by HR Director Kari Kraft. (see attached)

Recommendation

It is the recommendation of Chief Craig Yehlik, Lt. Veronica Koehler and HR Director Kari Kraft to approve the job description and go ahead with the process for filling the newly created drug investigator position.



City of New Richmond Job Description

Position Title: Drug Detective	Department: Police Department
Reports To: Lieutenant	FLSA Code: Non-Exempt

Position Summary: The primary responsibility of the drug detective position is to conduct illegal narcotics investigations on behalf of the New Richmond Police Department. The position is a limited-term two-year commitment with an additional year if mutually agreed upon.

<p>Essential Functions: These functions will comprise approximately 75-100% of your time on an average work day, but may fluctuate as business needs change.</p> <ul style="list-style-type: none"> ➤ Work drug/narcotic activity within the City of New Richmond. ➤ Maintain all drug investigation files. ➤ Cultivate, track and maintain all cooperating individual/confidential informant (CI's) files. ➤ Perform surveillance of narcotic activity, make arrests, write and serve search warrants, and testify in court as needed. ➤ Follow and investigate all prescription drug theft and fraud cases. Act as the main contact for the Prescription Drug monitoring program (PDMP). ➤ Communicate with patrol to ensure knowledge of high drug traffic areas and current drug trends. ➤ Act as the main contact for the St. Croix Valley Drug Task Force (SCVDTF). Work with SCVDTF on drug cases in and around New Richmond. ➤ Maintain all SCVDTF records, prepare mandatory paperwork and reimbursement forms for our agency and ensure timely submission. ➤ Work in cooperation with the St. Croix County Crime Suppression Unit when in or around New Richmond. ➤ Attend local and regional investigator meetings. ➤ Coordinate and cooperate with outside agencies to include law enforcement and Postal Inspector. ➤ Provide educational programs to schools and coordinate St. Croix County K-9 random locker bay compliance checks when requested. ➤ Promote prescription drug take back program.

<p>Other Responsibilities: These functions will comprise up to 25% of your time.</p> <ul style="list-style-type: none"> ➤ Provide occasional public presentations on drug trends to include the Citizen's Academy ➤ Assist other members of the investigative staff as needed; i.e. drug related deaths.

➤ Other duties as assigned.

The City of New Richmond has reviewed this job description to ensure that essential functions and other responsibilities have been included. It is not intended to serve as an exhaustive list of all functions, responsibilities, skills and abilities. Additional functions and requirements may be assigned by supervisors as deemed appropriate and as business needs change.

Knowledge: Complete and current knowledge and understanding of court and legal procedures as they relate to investigations, arrests and prosecutions on behalf of the department. Knowledge of investigative techniques, patrol operations, evidence procedures, drug weighing and testing, interview and interrogation techniques, and knowledge of current drug trends and language. Must have knowledge of department policies and procedures, rules and regulations, and current investigative techniques as well as be familiar with all state, federal and local laws as they apply to police work and narcotics investigation.

Skills: High degree of skill in organizing high volumes of data and pertinent legal principles. Must be skilled in interview and interrogation skills and demonstrate the ability to effectively communicate with a diverse population.

Abilities: Ability to successfully interact with area law enforcement, the public, and employees at all levels. Ability to attend and complete highly specialized trainings.

General Core Competencies: Communication, Cooperation and Teamwork, Project Management skills, Commitment to Quality, Customer Service, Professionalism, Critical Thinking and Problem Solving.

- **Communication** – Uses communication styles and methods effective for the situation and audience.
- **Cooperation and Teamwork** – Works effectively with diverse teams to achieve collective goals.
- **Project Management** – Manages the process and implementation of projects in a timely manner.
- **Commitment to Quality** – Improves work practices to achieve desired results.
- **Customer Service** – Ability to respond to our clients and anticipate their needs.
- **Professionalism** – Meets or exceeds workplace guidelines, standards and specifications.
- **Critical Thinking and Problem Solving** – Demonstrates the ability to make decisions, identify, analyze and solve problems, and take action as appropriate.

Position Evaluation Factors:

Supervision: In the absence of a department ranking officer, Detectives will supervise patrol officers during investigations.

Work Complexity: The nature of the work is highly complex. Requires the ability to manage sensitive information, multi- task and prioritize case management activities. The work requires certification as a police officer as well as ongoing training and certification.

Judgment/Decision Making/Problem Solving Skills: Requires a high degree of problem resolutions skills, integrity and ethics. Must be able to make investigative decisions in a rapidly changing environment.

Organization Contacts: Must be able to work effectively with other agencies to include Federal, State, County and local governments. Must also communicate effectively with City of New Richmond Staff, City Council, Police and Fire Commission, other professional group presentation settings, technical groups and the public.

Education and Experience: Experienced in patrol function with a minimum of five years of successful performance as a patrol officer with demonstrated skills in evidence collection, preparation of detailed and accurate police reports and statements, and other duties normally performed by a Detective. Must be a Certified Officer, maintaining all required certification of Wisconsin Training and Standards Bureau; possess valid Wisconsin Drivers License and all other certifications, skills and training for Police Officer title.

Physical Requirements: This position requires the ability to sit, stand, walk, balance, work with hands, work with fingers, talk, hear, visualize objects at a close and far distance, have intact color vision, depth perception and peripheral vision, and demonstrate the ability to safely and legally operate a police vehicle on a consistent basis as well as wear issued police equipment. The ability to lift, carry and push objects weighing up to 150 pounds is also a requirement, although only occurring less than 1/3 of the time. Bending at the waist, twisting the upper body, climbing, kneeling, crouching, crawling and reaching happen on an occasional basis.

Working Conditions: The working environment is predominantly office based, but will require field work that requires the operation of investigative and patrol vehicles. Detectives primarily work independently, but must be able to function as part of a team. The position will have contact with a diverse group of people within and outside of the community, and will be exposed to cold, hot, humid and wet environments as well as temperature fluctuations on a consistent basis. Exposure to noise and some extended days can be expected on a frequent basis. Occasionally the incumbent will be exposed to vibration, confined spaces, poor ventilation, heights, mechanical and electrical hazards, explosive materials, fumes, odors, dust, gases and mists.



TO: Mayor Fred Horne, City Council members

FROM: Kari Kraft, Human Resources Manager

DATE: June 22, 2016

RE: Employee Handbook Approval

BACKGROUND:

The purpose of the City of New Richmond's employee handbook is to orient new employees to the mission, vision and values of the City and provide an overview of selected employment policies and applicable federal and state laws which govern the employment relationship. The handbook is designed to serve as a resource for both new and tenured employees, and offer a glimpse into what employees can expect during their employment with the City and what the City expects from employees in return.

REVIEW PROCESS:

The last update to the Employee Handbook was completed in March of 2012, however; that update did not include a full-scale review of the entire document taking into consideration legislative changes and employment best practices. For those reasons, it was decided by the City Administrator that a full-scale review would take place.

That process included an initial handbook review by Human Resources consulting group HP&A in 2014. This review resulted in significant language changes to the document as well as the development of separate standard operating procedures for more detailed items.

At the beginning of calendar year 2015, an employee committee was formed to review the suggested edits to the handbook, and to offer feedback on ways we could address our current unfunded liabilities. This committee was comprised of staff from every department within the City and also included the City Administrator, Human Resources Manager, a member of the City Council, and a member from the Utility Commission.

The committee held monthly meetings in January, March, April, May and June of 2015 to discuss, review and edit the policies contained in the handbook. An additional meeting was held in March of 2016 to finalize the changes. The overall process consisted of considerable reading,

marking-up, and discussion. The purpose of the employee review was to ensure that all pertinent information was included in the updated handbook and that each policy made sense and did not have a disparate impact on different groups of people or department operations. Additionally, each department representative was charged with reviewing suggested changes with their individual departments and reporting back to the group on the feedback they received. If conceivable, we incorporated that feedback into the development of the document.

The last part of the review consisted of a reading and edit by our Labor Attorney Steve Zach. All suggested language changes were incorporated into the document.

RESULT OF REVIEW:

Attached to this memo you will see an executive summary of the changes that were made and are recommended for approval. The proposed changes take into consideration recent legislative changes, as well as updated employment policies that have been approved by the City Council over the past two years.

NEXT STEPS:

Staff is asking that Council members take two months to review the updated Employee Handbook and all associated policies and procedures. Feedback is welcome and would be reviewed in August or September 2016.

Employee Handbook Changes Executive Summary

General Changes Appearing Throughout the Document

- Changed the phrase permanent employee to regular employee (Also deleted 17. H. which made reference to Permanent Part-Time employees)
 - Changed the phrase probation period to orientation period
 - Removed the list that outlined which positions were considered exempt and non-exempt as the handbook is not an appropriate place for that type of information
 - Changed references to separate vacation and sick time to Paid Time-Off (PTO)
 - Changed references to Sick Bank to Medical Reserve Account
 - Removed section related to Physical Examinations as it is a pre-employment practice and pre-employment practices are not typically found in an employee handbook
 - Updated order in Table of Contents and title of sections for better flow and content accuracy
-

SECTION 1 - WELCOME

- A welcome letter from the City Administrator was added (**Previously labeled A. City of New Richmond**)
- 1.1 Purpose of Handbook (**Previously labeled B. Introduction**)
- Changed language in the third paragraph at attorney request to better explain handbook applicability when conflicts in statute or collective bargaining exist between the two.
- 1.2 At-Will Employment (**Previously labeled C. Disclaimer**)
- Removed language that identified reasons for termination as it was not inclusive and is not typically spelled out in an employee handbook as it contradicts the at-will employment doctrine.
-

SECTION 2 - WORKPLACE/EMPLOYER COMMITMENTS

- 2.1 Equal Employment Opportunity Policy (**Previously labeled 12. Hiring Policies B. Equal Employment Opportunity Policy**)
- Official EEO policy was inserted as this was lacking in the previous handbook.
- 2.2 Recruiting Policy (**Previously labeled 12. Hiring Policies A. Recruitment**)
- UPDATED LANGUAGE TO READ:** The City follows recruiting practices that enable both current employees and other individuals to identify most of the job openings that occur and apply for them. For some positions, the identity of the final candidates may be required to be disclosed to the public. More information can be found in the City's Recruitment and Job Posting Policy.

2.3 Orientation Period (**Previously labeled 12. Hiring Policies C. Probation**)

- Removed language that disallowed usage of vacation time in the first six months of employment. Replaced with language that states employees in their orientation period are eligible to use Paid Time-Off (PTO).

2.4 Non-Harassment/Non-Discrimination/Bullying Policy (**Previously labeled 11. Employee Conduct C. Harassment and D. Other Harassment**)

- Very limited wording changes. Changed all references to discharge to termination for consistency.
- Added “Bullying” section as reviewed and discussed by committee members. (See handbook for policy addition).

ADD: If an employee feels that it would be inappropriate or uncomfortable to bring a concern to his/her supervisor, the employee should bring the concern to the City Administrator or Human Resources Manager. If the person you feel is engaging in the harassment is the City Administrator, you should immediately contact the City’s legal counsel.

2.5 Drug /Alcohol Free Workplace (**Previously labeled 11. Employee Conduct B. Substance Abuse/Accidents**)

ADD (and re-order paragraphs): Employees are prohibited from consuming, distributing, possessing, selling, using or being under the influence of alcohol, drugs, or other intoxicants while on duty, on company premises, or engaged in company business. Violation of this policy may be grounds for immediate termination.

When an employee shows signs of impairment, such as difficulty in maintaining balances, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his or her job in a safe manner, or when the City Administrator, or the employee’s supervisor have a reasonable discharge for believing that an employee is in violation of these rules, a test for alcohol and/or a urine or blood specimen for drug testing may be required as a condition of continued employment. Refusal to take a test may subject the employee to termination.

When there is reasonable suspicion to believe that a workplace accident or another safety violation may have resulted from an employee’s use or impairment from drugs and/or alcohol, the employee, as a condition of continued employment, may be required to take a test to determine the use of drugs and/or alcohol.

The City encourages any employee who believes that he or she may have an alcohol or drug problem to seek counseling and treatment and, to the extent available, to use the health insurance provided by the City for such purpose. The City will assist any employee in finding suitable treatment and will not penalize an employee for revealing that a problem exists.

2.6 Workplace Safety (**Currently labeled 19. Issued Safety Equipment**)

ADD before 19 and 20: The City takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the company's workplace safety policy. Employees should use all safety and protective equipment provided to them, and maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees who observe an unsafe practice or condition should report it to a supervisor or the City Administrator immediately. Any questions regarding safety and safe practices should be directed to the City Administrator.

- Added language regarding requirement to wear hard hats and hearing protection when a job assignment requires it.
- Changed language to reflect City purchase of required safety equipment for all employees, not just full-time staff.

2.7 Policy Prohibiting Weapons in the Workplace (**Previously labeled 20. Policy Prohibiting Weapons in the Workplace**)

After attorney review, this section remains largely unchanged.

2.8 Inclement Weather (**Previously labeled 9. Inclement Weather**)

- Changed vacation time reference to PTO

SECTION 3 - EMPLOYEE CONDUCT

3.1 Ethics and Code of Conduct (**Previously labeled 11. Employee Conduct E. Ethics**)

- Added bullets for ease of reading

ADD: The City of New Richmond expects its employees to adhere to a standard of professional conduct and integrity.

Employees should conduct themselves so as to maintain public confidence in their profession, local government, and in their performance of the public trust. Employees should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

3.2 Outside Employment/Conflict of Interest (**Currently labeled 11. Employee Conduct L. Outside Employment**)

- No changes

3.3 Use of City Property (**Currently labeled 11. Employee Conduct F. Misuse of City Property**)

- Deleted reference to City Clerk

- Added language that requires employees to get permission from their supervisors before using city property
- 3.4 Computer/Email/Social Media/Cell Phone Use Policy (**Currently labeled 11. Employee Conduct G. Computer Use Policy, H. Email, I. Internet Access, J. Personal Use of Network and Computers, and K. Cell Phone Usage**)
- Condensed the various sections

ADD: All City Social Media accounts will be managed by the Administration Department. Only staff with approved access will be allowed to post to any social media site. Additional information related to media relations can be found in our Public Relations and Media Inquiries Policy.

SECTION 4 - GENERAL POLICIES

- 4.1 Office Hours/Work Schedules (**Currently labeled as D. Subjects 1. Office Hours; Work Schedules**)
- **Changed language around office hours to state:**
Hours of employment will be established by the department supervisor based on business need. A one hour unpaid lunch break may be taken during each work day. Break time shall be fifteen (15) minutes in the morning and the afternoon.
 - **Language around travel time during the work day is clarified and states:**
Work hours include all travel time that occurs within a workday, but less the amount of time spent commuting to the work location at the beginning of the day and away from the work location at the end of the day.
- 4.2 Unauthorized Absence (**Previously labeled as 11. Employee Conduct N. Unauthorized Absence**)
- No changes
- 4.3 Dress Code (**New Section**)
- ADD:** An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position.
- 4.4 Pay and Deductions (**Previously labeled 10. Pay Periods and Deductions**)
- Replace current with this:** There will be twenty-six pay periods each year. Employees are paid through direct deposit through their chosen financial institution and paystubs are distributed every other Friday. If the pay date lands on a holiday, paychecks will be distributed on the closest business day before the holiday. The paycheck will reflect work performed for the previous two weeks. Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include Social Security and federal or state payroll tax. Elected deductions are deductions authorized by the employee, and may include, for

example, contributions to benefit plans. Notify a supervisor if the paycheck appears to be inaccurate. Any change in name, address, telephone number, marital status or number of exemptions claimed by an employee must be reported to the City Treasurer immediately.

4.5 Overtime and Compensatory Time (**Previously labeled 8. Overtime and Compensatory Time A. Non-Exempt Employees and B. Exempt Employees**)

- Simplified language and deleted reference to computing regular hourly rate
- Added compensatory time maximum accumulation of 40 hours. (This was added to the Handbook as part of a Policy update in December of 2014).

4.6 Reimbursable Expenses (**Previously labeled 11. Employee Conduct M. Reimbursable Expenses**)

- Cleaned up the language for readability
- Added reference to separate Expense Reimbursement Policy

ADD: Falsification of expense records or submitting personal expenses may result in discipline, up to and including termination from employment.

4.7 Traveling Distance to the City (**Currently labeled as 18. Traveling Distance to the City**)

Replace current with the following to align with legal requirements: Due to potential emergency situations, the following supervisors and their designated staff will be required to live within 15 minutes traveling distance to the City of New Richmond: Police Chief and Fire Chief.

Deleted reference to: City Administrator, Street Superintendent, Parks Superintendent, Electric Superintendent, Water Superintendent, and Wastewater Superintendent.

SECTION 5 – PAID TIME OFF AND LEAVE POLICIES

ADD: (Section Introductory language)

Time away from work helps you recharge and stay motivated. In addition to paid holidays, our Paid Time-Off program allows you to manage and maximize your time away from work to meet your individual needs.

The remainder of this section was reworked to delete references to vacation banks and include language on the implementation of a Paid Time-Off program.

5.1 Paid Time-Off (**Currently labeled as D. Subjects 4. Vacation**)

Updated language:

Paid Time-Off (PTO) provides you with the flexibility to use your time off to meet your personal needs while recognizing your individual responsibility to manage your paid time-off. You will accumulate a specified amount of PTO each pay period

worked and it is up to you to allocate how you will use it – for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business or emergencies. The amount of PTO earned will depend on your length of service with the City and your full-time equivalency (FTE).

PTO does not replace the City’s holiday schedule. We will continue to have designated paid holidays each year.

Eligibility:

You are eligible to receive PTO if you are a regular status employee scheduled to work at least 20 hours per week.

[Part-time employees working 20 hours or more per week accrue PTO on a prorated basis, depending on the number of hours worked – see below.]

Deposits Into Your PTO Account:

The amount of PTO you accrue each pay period is based on your length of service and accrues according to the “Accrual Schedule” for full- time employees. PTO is accrued as you work. You will not accrue PTO time while you are on an unpaid leave of absence or suspension initiated by the City.

Completed Years of Service	PTO Accrued Per Year	Per Pay Period Accrual
1 st day of employment	15 days	4.6154 hours
Years 2 – 4	20 days	6.1539 hours
Years 5 – 9	24 days	7.3846 hours
Years 10 – 24	27 days	8.3077 hours
Years 25 – 29	29 days	8.9231 hours
Years 30+	30 days	9.2308 hours

Part Time Accruals

20-29 hours per week = 50% of accrual schedule

30-39 hours per week = 75% of accrual schedule

Maximum Time Accumulated

In addition to your yearly PTO accrual amount, you may accumulate, and have in your account, up to two additional weeks of PTO. Capping the additional accumulation at two weeks encourages you to use your PTO and allows the City to manage its financial obligations responsibly. Once you reach your maximum, you will not accumulate any more PTO until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing PTO again. You will not receive retroactive credit for time worked while you were at the cap limit.

Example: If your yearly PTO accrual amounts to 160 hours (20 days), you will be allowed to have an additional eighty (80) hours of PTO in your bank at any one time. In this example, that would allow for a total of 240 hours.

**We understand that with this conversion some employees will likely be over the maximum accumulation at some point in during the 2016 year. Because of this, employees will not “lose” time in 2016, but will be subject to the maximum accumulation amounts starting on January 1, 2017.

Termination

You will be paid for all accrued but unused PTO when you leave employment with the City.

Management of PTO

You are responsible for managing your PTO account. It is important that you plan ahead for how you will use it. This means developing a plan for taking your vacations, as well as doctor's appointments and personal business.

Minimum Increments of PTO

The minimum amount of PTO you can use at one time depends on whether you are an exempt or a non-exempt status employee. If you are non-exempt, you may not take less than one hour of PTO at a time. If you are an exempt status employee you must take PTO in increments of not less than one-half day.

Notice and Scheduling

You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and also ensures that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible.

5.2 Medical Reserve Account (**Previously labeled as D. Subjects 3. Sick Leave**)

ADD: (Section Introductory Language)

Beginning on January 1, 2016, your sick bank will be referred to as a Medical Reserve Account (MRA). The hours in the Medical Reserve Account will be available to you to use for your own illness or the illness/care of a dependent or other family member. There is no need to utilize your existing PTO before using hours in your Medical Reserve Account for illness/injury.

The remainder of this section was reworked to delete references to sick time and replace with Medical Reserve Account.

Medical Reserve Cap

The number of hours you can accumulate in your Medical Reserve Account will be capped at 660 hours. Should you have more than 660 hours in your current sick bank, those additional hours are grandfathered in. If you are over the cap of 660

hours, you will not be able to add hours to this account until you utilize the difference and bring your accumulation down below 660 hours.

Adding Hours to Medical Reserve Account

You may add up to 40 hours of paid time off per year to your Medical Reserve Account as long as you have not reached the maximum accumulation limit of 660 hours. If you have reached the max, you will not be able to add any hours to this account. Adding hours to your Medical Reserve Account will occur during the pay period in which your benefit anniversary falls.

Time accrued and set aside in the Medical Reserve Account may be used for the following purposes:

- (1) Illness of the employee
- (2) Illness of a dependent of the employee who requires care by the employee
- (3) Medical or dental treatment that cannot be scheduled during non-work hours, for the employee or a dependent
- (4) Funerals of a family member or close friend for which Funeral Leave is not available
- (5) Child care leave in accordance with the Family and Medical Leave Act

Time in your Medical Reserve Account shall not be used for vacation or personal business. An employee may be required to verify that he or she has used MRA leave properly.

An employee who is sick and will not be reporting for work must call his or her supervisor by telephone no later than 7:00 a.m. If the employee's department or job function has an established procedure for reaching a live person in these situations, the employee must use the procedure immediately after being unable to reach the supervisor.

Medical Reserve Account and Retirement – Upon an employee's retirement from the City of New Richmond, the City Treasurer will determine the value of the employee's accumulated and unused Medical Reserve Account using the employee's current rate of pay. Within a reasonable period of time, the City will contribute the value of such accumulated time to a Healthcare Reimbursement Arrangement Plan for the purpose of assisting the employee in paying for health care insurance premiums or other qualified medical expenses under the plan.

Upon death of the employee, and prior to actual retirement of employee, the accumulated value of the employee's Medical Reserve Account will be paid to the employee's surviving spouse, other named beneficiary, or estate.

Upon death after retirement, the balance of the employee's HRA plan funds may be used (at the employee's request) for health insurance premiums or other qualified medical expenses for the spouse and/or dependents. However, if an employee has no spouse or dependents, the balance of the employee's HRA plan funds will revert back to the City of New Richmond.

Retirement (Definition) - Normal retirement age shall be consistent with the Wisconsin Retirement System, which defines normal retirement age as the age at which you may begin receiving a retirement annuity that is not reduced by an actuarial reduction factor.

The provisions of this Article shall not cover injuries received while in the gainful employment of another employer.

5.3 Leave Donation Program (**Previously labeled as 5. Leave Donation Program A. Introduction, B. Determining Recipient Eligibility, C. Determining Donor Eligibility, and D. Leave Time Usage by Recipients**)

- Deleted references to Sick and Vacation time and replaced with reference to PTO.

5.4 Holidays (**Previously labeled as D. Subjects 2. Holidays**)

ADD: Beginning January 1, 2016, regular full-time employees will receive one (1) Floating Holiday to use at their discretion during the calendar year. Full-time or part-time employees working 20 hours per week or more, who commenced employment on or before June 30th of the current calendar year, will be eligible to receive the floating holiday (a pro-rated benefit will be given to part-time employees).

There is an 8 hour maximum on floating holidays. A non-exempt employee will receive the same number of hours as he/she would for a scheduled holiday based on his/her full-time equivalency ("FTE"). Exempt employees are not subject to prorated floating holidays, but there is an 8 hour maximum on floating holidays. The floating holiday cannot be split into hours and must be used in its entirety. (A full 8 hours for FT employees, 6 hours for 0.75 FTE, or 4 hours for 0.50 FTE).

Floating holidays are not accrued, must be used within a calendar year, and may not be carried over to the next year.

5.5 Jury Duty (**Previously labeled as 6. Other Leave B. Jury Duty**)

- Deleted repetitive and extraneous language

5.6 Voting Leave (**New Section**)

ADD: All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees can receive up to three (3) hours of unpaid time during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records. The employee must request leave before Election Day. The City can determine the time of day for the employee to be absent to vote based on the needs of the employer.

5.7 Funeral Leave (**Previously labeled as 6. Other Leave D. Funeral Leave**)

- No changes

5.8 Military Leave (**Previously labeled as 6. Other Leave C. Military Leave**)

- Deleted reference to pay differential and accrual of vacation and sick time while on leave

5.9 Family Medical Leave Act (FMLA) **(Previously labeled as 6. Other Leave A. FMLA)**

- Updated request for leave process to include HR Manager and Administration Department.
- Updated language regarding qualifying reasons for leave to align with federal language, including deployment or care giving for military deployment or returns.
- Added a sentence at the suggestion of our Labor Attorney that states intermittent leave for the birth of a child can only be taken if approved by the City.

5.10 Other Leaves of Absence **(Previously labeled as 6. Other Leave E. Special Leave)**

- No changes

SECTION 6 - OTHER BENEFITS

References to employee benefits of Health, Dental, Life and Disability Insurance as well as flex benefits and retirement were deleted from the handbook as these benefits are outlined in a separate document that is given to all employees.

6.1 Worker's Compensation **(Previously labeled as 17. Other Benefits F. Worker's Compensation)**

- Deleted references to the Treasurer as the City Clerk actually handles the filing and reporting of Worker's Compensation claims.
- Deleted reference to sick and vacation time and replaced with PTO and Medical Reserve.

6.2 Return to Work Policy **(Previously labeled 17. Other Benefits G. Return to Work Policy)**

Introductory language stayed the same, but the standard operating procedures for approving are now outlined in a separate document that was developed by our labor attorney. (See Light-Duty Policy)

6.3 Tuition Reimbursement and Dues **(Previously labeled 17. Other Benefits I. Education and Dues and J. Tuition Reimbursement)**

- Reformatted the section with bullets for readability
- Added language discussing that reimbursement costs cannot exceed the allowable limit set by the Internal Revenue Service (IRS).

SECTION 7 - WORK PERFORMANCE (NEW SECTION)

7.1 Expectations

ADD: The City expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should strive to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

7.2 Performance Reviews (**Previously labeled 13. Evaluations**)

- No changes
- Addition of a separate policy will be forthcoming this year

SECTION 8 - DISCIPLINE POLICY

8.1 Factors Which May Be Considered (**Previously labeled as 16. Discipline Policy A. Progressive Discipline Policy**)

8.2 Available Corrective Activity (**Previously labeled as 16. A. 1-4**)

***This entire policy was completely re-worked by our labor attorney as our existing policy was at odds with the at-will employment doctrine.

SECTION 9 - TERMINATION POLICIES

9.1 Separations From Service (**Previously labeled as 16. Discipline Policy B. Termination by the Employee, C. Termination by the City**)

ADD: All separations from City employment shall be designated as one of the following: resignation, layoff, disability, or dismissal. The termination date is recognized as the last day on the payroll.

1. Resignation/Retirement

Resignation is a voluntary, permanent separation initiated by the employee. It is expected that employees will give as much notice as possible in order to facilitate recruitment and orientation of new employees. Employees who are contemplating resigning should submit their resignation as soon as possible, but in no case less than fourteen (14) days in advance of their planned departure.

2. Layoff

A layoff is a termination of employment due to a shortage or stoppage of work or funds, functional reorganization, abolishment of a position, or similar reasons.

3. Disability

An employee may be separated from City employment when the employee is unable to perform the required duties of the position due to physical or mental

illness, injury or disease with a reasonable accommodation, if such accommodation provides an undue hardship or the employee poses a direct threat to the employee's self or others.

4. Termination

City employees are at-will employees and may be dismissed for any reason at any time for any reason that is not illegal, including violation of any provision of this handbook.

9.2 Final Paycheck (**Separate out from 16. Discipline Policy C. Termination by the City**)

9.3 COBRA Continuation of Benefits (**Added a short paragraph**)

9.4 Exit Interview (New section)

ADD: All employees will be asked to participate in an exit interview with the Human Resources Manager prior to leaving employment with the City. The purpose of this interview is to gather information related to job satisfaction, observations of the workplace and culture; as well as suggestions for change.

SECTION 10 - EMPLOYEE COMPLAINTS (Currently labeled as 14. Employee Complaints and 15. Grievance Procedure)

This entire section was reworked by our Labor Attorney as our previous policy conflicted with the at-will employment doctrine and did not allow for an Impartial Hearing Officer Review. We removed the reference to charging employees a fee for invoking the process, and also included workplace safety grievances in with all other grievances.

SECTION 11 - ACKNOWLEDGMENT OF RECEIPT

ADD: Updated acknowledgment



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

MEMORANDUM

TO: Mayor Horne and City Council

FROM: Jeremiah Wendt, Director of Public Works

DATE: June 22, 2016

SUBJECT: Notice of Lis Pendens, Jurisdictional Offer & Award of Damages for Parcel 2, Unknown Owner on the North Shore Drive project

BACKGROUND

Of the Parcels needed for the proposed connection of North Shore Drive to Brady Lane, Parcel 2 has an unknown owner. In order for the City to acquire it, there is a legal process that must be followed which includes approval of the attached Notice of Lis Pendens, Jurisdictional Offer, and Award of Damages.

The Jurisdictional Offer is a Class 1 Notice, and the Award of Damages is a Class 3 notice – both will be published following approval by the City Council.

RECOMMENDATION

Staff recommends approval of the attached documents in order to proceed with the acquisition process for Parcel 2 on North Shore Drive.

SCHEDULE OF LANDS & INTERESTS REQUIRED		
PARCEL NUMBER	OWNERS	INTERESTS REQUIRED
1	FRANCOIS FAMILY FARM LLC	RIGHT-OF-WAY SQUARE FEET 6,964
2	UNKNOWN OWNER	FEE 1,009
3	EDWARD & MARILYN ZIMMERMAN	FEE 217
4	BAPTIST CHURCH OF NEW RICHMOND	PLE 5,422

PARCEL 1 - FEE TITLE
 Located in part of the SE1/4 of the NW1/4 of Section 31, T31N, R17W, City of New Richmond, St. Croix County, Wisconsin; described as follows:

Commencing at the E1/4 Corner of Section 31; thence S89°43'43"W, along the east - west 1/4 line, 3926.06 feet to the point of beginning; thence continuing S89°43'43"W, along said east - west 1/4 line, 33.00 feet to the east line of the SE1/4 of the NW1/4; thence N00°29'50"W, along said west line, 211.52 feet to the easterly extension of the north line of a public street (Brady Lane); thence S89°31'07"E, along said easterly extension, 33.02 feet; thence S00°29'50"E 210.51 feet to the point of beginning.

Described easement contains 6,964 Sq. Ft.

PARCEL 2 - FEE TITLE
 Located in part of the NE1/4 of the SW1/4 of Section 31, T31N, R17W, City of New Richmond, St. Croix County, Wisconsin; described as follows:

Commencing at the E1/4 Corner of Section 31; thence S89°43'43"W, along the east - west 1/4 line, 3926.06 feet to the point of beginning; thence continuing S89°43'43"W, along said east - west 1/4 line, 33.00 feet to the east line of the Plat of North Shore Addition; thence S00°30'02"E, along said east line, 30.26 feet to the north line of a public street (Dorner Street); thence S89°11'58"E, along said north line, 33.01 feet; thence N00°30'02"W 31.17 feet to the point of beginning.

Described easement contains 1,009 Sq. Ft.

PARCEL 3 - FEE TITLE
 Located in part of the NW1/4 of the SW1/4 of Section 31, T31N, R17W, City of New Richmond, St. Croix County, Wisconsin; described as follows:

Commencing at the E1/4 Corner of Section 31; thence S89°43'43"W, along the east - west 1/4 line, 3992.06 feet to the east line of a 10 foot wide strip of land dedicated to the City of New Richmond on the Plat of North Shore Addition; thence S00°30'02"E, along said east line, the east line of Lot 19 of said Plat and the southerly extension of last said east line, 66.84 feet to the point of beginning; thence continuing S00°30'02"E, along said southerly extension, 22.82 feet to the south line of previously vacated public street (Dorner Street); thence N89°11'58"W, along said south line, 19.05 feet to the northerly line of a public street (North Shore Drive); thence N39°53'31"E, along the northeasterly extension of said northerly line, 29.39 feet to the point of beginning.

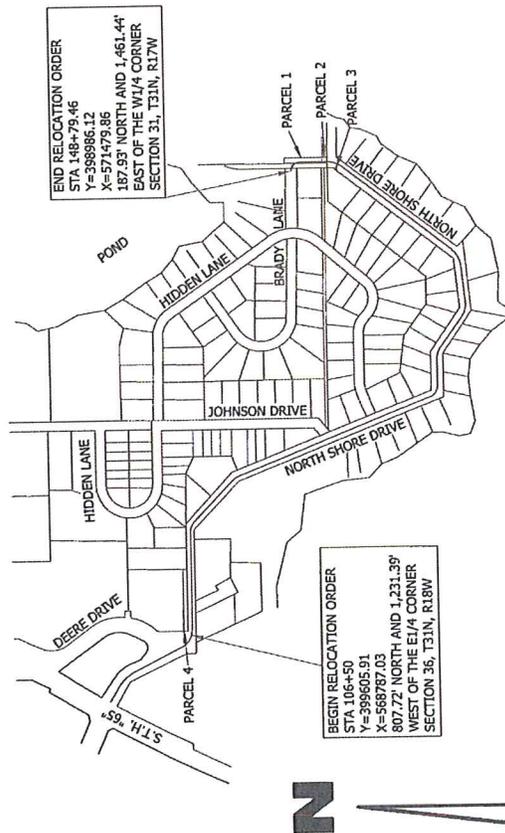
Described easement contains 217 Sq. Ft.

PARCEL 4 - PERMANENT EASEMENT
 Located in part of the SE1/4 of the NE1/4 of Section 36, T31N, R18W, City of New Richmond, St. Croix County, Wisconsin; being part of Lot 1 of Certified Survey Map recorded in Volume 1, Page 59, Document Number 315887; described as follows:

Beginning at the Southwest corner of Lot 1, recorded in Volume 1, Page 59, document Number 315887; thence N00°00'14"E, along the west line of said Lot 1, 15.00 feet; thence S89°30'00"E 361.48 feet to the east line of said Lot 1; thence S00°03'25"E, along said east line, 15.00 feet to the south line of said Lot 1; thence N89°30'00"W, along said south line, 361.50 feet to the point of beginning.

Described easement contains 5,422 Sq. Ft.

LOCATION SKETCH
 (NOT TO SCALE)



SHEET NUMBER - 1	TOTAL SHEETS - 3
R/W PROJECT NUMBER -	
R/W PROJECT NUMBER -	
PLAT OF RIGHT-OF-WAY REQUIRED FOR BRADY LANE - NORTH SHORE DRIVE CITY OF NEW RICHMOND, ST. CROIX COUNTY	
REVISIONS - 3/30/16 - UPDATE COORDINATES 3/31/16 - REVISE SEC. 31 RANGE NUMBER	
APPROVED FOR THE CITY OF NEW RICHMOND _____ CITY ADMINISTRATOR _____ DATE	
Survey is prepared at the request of the City of New Richmond, St. Croix County, WI. I, Edwin C. Flanum, Professional Wisconsin Land Surveyor, hereby certify that the described and mapped property was surveyed by me or under my direct supervision and that this map is a correct representation to scale of the boundaries to the best of my knowledge and belief.  EDWIN C. FLANUM, P.L.S. #2487 3/31/16 DATE	
PREPARED BY EDWIN FLANUM JOB # 16-09	
	

NOTICE OF LIS PENDENS

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1547 04/2016 (replaces lpa1547 09/2011) Ch.32 Wis. Stats.

State of Wisconsin, County of **St. Croix**

In the matter of acquisition of real property of

Unknown Owner

By the **City of New Richmond**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Timbers-Selissen-Rudolph Land Specialists, Inc.
Attn: Laura J. Humphrey
1030 Oak Ridge Drive, Suite 2
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
261-1281-00-200

You are notified that the **City of New Richmond**, has caused to be served upon or mailed to **Unknown Owner** as provided in s.32.05(4) Wis. Stats., a jurisdictional offer, a copy of which is attached and incorporated by reference. The premises affected by the jurisdictional offer and by the operation of s.32.05(4) Wis. Stats., are described in the attached and incorporated offer.

Acquiring agency: **City of New Richmond**

Signature Date July 7, 2016
Jeremiah J. Wendt, PE
Print Name
City of New Richmond, Director of Public Works
Title

Date July 7, 2016
State of Wisconsin)
St. Croix County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
North Shore Drive

This instrument was drafted by
Laura J. Humphrey for
Timbers-Selissen-Rudolph Land Specialists, Inc.

Parcel No.
2

LEGAL DESCRIPTION

PARCEL 2 – FEE TITLE

Located in part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, T31N, R17W, City of New Richmond, St. Croix County, Wisconsin; described as follows:

Commencing at the E $\frac{1}{4}$ Corner of Section 31; thence S89°43'43"W, along the east – west $\frac{1}{4}$ line, 3926.06 feet to the point of beginning; thence continuing S89°43'43"W, along said east – west $\frac{1}{4}$ line, 33.00 feet to the east line of the plat of North Shore Addition; thence S00°30'02"E, along said east line, 30.26 feet to the north line of a public street (Dormer Street); thence S89°11'58"E, along said north line, 33.01 feet; thence N00°30'02"W 31.17 feet to the point of beginning.

Described easement contains 1,009 Sq. Ft.

JURISDICTIONAL OFFER

lpa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date
July 7, 2016

To
Unknown Owner, hereinafter referred to as Owner.

Relocation Order Date April 25, 2016	Relocation Order Filed in the office of the County Clerk	County St. Croix	Public Purpose for Property North Shore Drive
---	---	---------------------	--

The City of New Richmond hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:

Three Hundred Ten and no/100 dollars----- | \$310.00
within 60 days from the acceptance of this offer.

- A. The said property, and/or rights as described, are required by the City of New Richmond for the public purpose stated above, as more fully described in the City of New Richmond Relocation Order, date and place of filing specified above. The City of New Richmond in good faith intends to use the above-described property for such public purpose.
- B. The City of New Richmond proposes to occupy and the Owner will vacate the premises on **August 19, 2016**.
- C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

(a) Loss of land, including improvements and fixtures actually being acquired	\$310.00
(b) Damages caused by loss of existing rights of access	\$0.00
(c) Damages caused by loss of air rights	\$0.00
(d) Damages caused by loss of legal nonconforming use	\$0.00
(e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land	\$0.00
(f) Damages to property abutting on a highway right of way due to change of grade	\$0.00
(g) Cost of fencing reasonably necessary to separate land taken from remainder	\$0.00
(h) Market value of uneconomic remnant	\$0.00
(i) Other – None	\$0.00
- D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.
- E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to **July 27, 2016**; and the offer and acceptance must be delivered to Purchaser at **Timbers-Selissen-Rudolph Land Specialists, Inc., 1030 Oak Ridge Drive, Suite 2, Eau Claire, WI 54701** not later than regular office closing time on **July 27, 2016**, at 5 p.m., or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on **July 27, 2016**.
- F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.
- G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

LEGAL DESCRIPTION

PARCEL 2 – FEE TITLE

Located in part of the NE ¼ of the SW ¼ of Section 31, T31N, R17W, City of New Richmond, St. Croix County, Wisconsin; described as follows:

Commencing at the E ¼ Corner of Section 31; thence S89°43'43"W, along the east – west ¼ line, 3926.06 feet to the point of beginning; thence continuing S89°43'43"W, along said east – west ¼ line, 33.00 feet to the east line of the plat of North Shore Addition; thence S00°30'02"E, along said east line, 30.26 feet to the north line of a public street (Dormer Street); thence S89°11'58"E, along said north line, 33.01 feet; thence N00°30'02"W 31.17 feet to the point of beginning.

Described easement contains 1,009 Sq. Ft.

**AWARD OF DAMAGES by the City of New Richmond;
Statute No. 62.22**

Exempt from fee: s.77.25(2r) Wis. Stats.
Ipa1559 04/2016 (replaces Ipa1559 08/2011)

This award of damages is made pursuant to a relocation order of the **City of New Richmond** dated **April 25, 2016** and filed in the office of the County Clerk of **St. Croix** County, for the improvement of **North Shore Drive** in **St. Croix** County.

The **City of New Richmond**, has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, has ordered the **City of New Richmond** to acquire, in the name of the **City of New Richmond**, a parcel of real estate and/or rights therein as set forth, in and to which the following persons have an interest:

Unknown Owner

The interest acquired by this award is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Said parcel of real estate and/or interests therein will be occupied by the **City of New Richmond** or its agents on **August 19, 2016** having complied with all jurisdictional requirements pursuant to law, makes this award of damages to the above persons having an interest in said parcel of real estate, in the sum of **Three Hundred Ten and no/100 dollars (\$310.00)**, for the acquisition of said parcel of real estate and/or interests therein as set forth.

This space is reserved for recording data

Return to
Timbers-Selissen-Rudolph Land Specialists, Inc.
Attn: Laura J. Humphrey
1030 Oak Ridge Drive, Suite 2
Eau Claire, WI 54701

Parcel Identification Number/Tax Key Number
261-1281-00-200

City of New Richmond

Acquiring Agency

Jeremiah J. Wendt, PE, Director of Public Works
Print Name and Title

July 28, 2016
Date

Project ID:
North Shore Drive

This instrument was drafted by:
Laura J. Humphrey for
Timbers-Selissen-Rudolph Land Specialists, Inc.

Parcel No.:
2

LEGAL DESCRIPTION

PARCEL 2 – FEE TITLE

Located in part of the NE ¼ of the SW ¼ of Section 31, T31N, R17W, City of New Richmond, St. Croix County, Wisconsin; described as follows:

Commencing at the E ¼ Corner of Section 31; thence S89°43'43"W, along the east – west ¼ line, 3926.06 feet to the point of beginning; thence continuing S89°43'43"W, along said east – west ¼ line, 33.00 feet to the east line of the plat of North Shore Addition; thence S00°30'02"E, along said east line, 30.26 feet to the north line of a public street (Dormer Street); thence S89°11'58"E, along said north line, 33.01 feet; thence N00°30'02"W 31.17 feet to the point of beginning.

Described easement contains 1,009 Sq. Ft.



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

MEMORANDUM

TO: Mayor Horne and City Council

FROM: Jeremiah Wendt, Director of Public Works

DATE: June 22, 2016

SUBJECT: Offer to Purchase for Parcel 1, Francois Family Farm LLC on the North Shore Drive project

BACKGROUND

City staff will provide an update on the acquisition process for Parcel 1 on North Shore Drive, and ongoing discussions with Francois Family Farm LLC.



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www.newrichmondwi.gov

TO: Mayor and City Council
FROM: Beth Thompson, Community Development Director
DATE: June 24, 2016
RE: Resolution #061606 - Sale of Land

Background

During the March 14, 2016 City Council meeting, the Council approved the sale of land to Burger Brothers Holdings, LLC (Culver's). Culver's requested approximately 63 ft. to the west of their current parking lot for a parking lot expansion. During the past several months this portion of land has been surveyed and a site plan/storm water plan have been approved by City staff. The following is the legal description:

A PARCEL OF LAND LOCATED IN LOT 3 OF CERTIFIED SURVEY MAP #5938 RECORDED IN VOLUME 26 ON PAGE 5938, AND PART OF LOT 8 OF CERTIFIED SURVEY MAP #5921 RECORDED IN VOLUME 26 ON PAGE 5921, ALL IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 18 WEST, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast corner of said Lot 3;

Thence S00°00'08"W, 241.55 feet;

Thence N89°57'51"W, 63.00 feet;

Thence N00°00'08"E, 244.21 feet;

Thence S87°37'01"E, 63.05 feet;

Parcel contains 15,298 square feet or 0.35 acres.

Nick Vivian, City Attorney, has completed a purchase agreement and the both parties are ready to close on this piece of property.

Recommendation

City staff recommends approval of Resolution #061606 – Authorizing the Sale of Real Estate.

RESOLUTION #061606
RESOLUTION AUTHORIZING SALE OF REAL ESTATE

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

A PARCEL OF LAND LOCATED IN LOT 3 OF CERTIFIED SURVEY MAP #5938 RECORDED IN VOLUME 26 ON PAGE 5938, AND PART OF LOT 8 OF CERTIFIED SURVEY MAP #5921 RECORDED IN VOLUME 26 ON PAGE 5921, ALL IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 18 WEST, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***Beginning at the Northeast corner of said Lot 3;
Thence S00°00'08"W, 241.55 feet;
Thence N89°57'51"W, 63.00 feet;
Thence N00°00'08"E, 244.21 feet;
Thence S87°37'01"E, 63.05 feet;***

Parcel contains 15,298 square feet or 0.35 acres.

WHEREAS, the City has entered into an Offer to Purchase and Sale Agreement 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 City Clerk, Tanya Reigel, are authorized to execute all documents necessary to complete the sale of the property.

Passed and approved this 27th day of June, 2016.

Fred Horne, Mayor

ATTEST:

Tanya Reigel, City Clerk



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New Richmond, WI 54017
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www.newrichmondwi.gov

MEMORANDUM

TO: Mayor Horne and City Council
FROM: Mike Darrow, City Administrator
DATE: June 22, 2016
SUBJECT: Community Commons Agreement Revision

BACKGROUND

The New Richmond School Board approved the Community Commons agreement on Monday, June 20th, with the following revision to the contract authorized by the City Council on June 13th (the bottom of page 5 of the original contract).

Previous version: In the event the City fails to complete the redevelopment identified in the approved master plan within sixty (60) months of the conveyance, the City will, at the District's request and at the sole cost, convey the Property back to the District free of any and all encumbrances or restrictions and the Property's zoning classification will be returned to the classification in effect on the Effective Date.

Change: In the event the City fails to commence the redevelopment identified in the approved master plan within twenty-four (24) months of the conveyance, the City will, at the District's request and at the sole cost, convey the Property back to the District free of any and all encumbrances or restrictions and the Property's zoning classification will be returned to the classification in effect on the Effective Date.

RECOMMENDATION

Within the first 24 months, we anticipate the need for site grading, infrastructure improvements, etc., which all fall within the commencement of the project. Staff recommends that this language be modified to ensure that 'commence' includes site work, as outlined by the email from the District Administrator. (see attached).

The revised contract is attached for review and/or approval.

Mike Darrow

Subject: FW: SNNR and City of NR Agreement (Update)

From: Patrick Olson [<mailto:polson@newrichmond.k12.wi.us>]
Sent: Thursday, June 23, 2016 2:21 PM
To: Mike Darrow
Cc: Nick Vivian; Jay T. Squires; Rick Hinz; Scottie Ard; Frederick Horne
Subject: Re: SNNR and City of NR Agreement (Update)

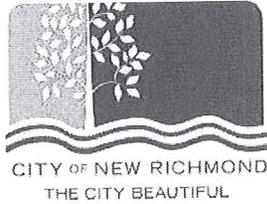
Good Afternoon,

I just spoke with Rick Hinz our Board President and we concur that the word "commence" is the city beginning the site grading and general infrastructure, etc for this project. If you have any questions please let me know.

Thank you,

Patrick B. Olson
District Administrator
School District of New Richmond
Office: 715.243.7413
polson@newrichmond.k12.wi.us





COMMUNITY COMMONS DEVELOPMENT AGREEMENT

THIS COMMUNITY COMMONS DEVELOPMENT AGREEMENT

("Agreement") is made the 1st day of July, 2016 ("Effective Date") by and between the School District of New Richmond ("District") and the City of New Richmond ("City").

RECITALS

A. District is the owner of certain property formerly operated as a public middle school ("Property") located within the City, legally described in **Exhibit A** and depicted on **Exhibit B**.

B. District has determined the Property is no longer suitable for future educational use due to prohibitive costs to, among other things, update the middle school facility.

C. The District and City have engaged in a comprehensive study, through Leo A. Daly Architects, to determine how the Property might be used by the community in the future.

D. The City has expressed a desire and a willingness to redevelop the Property for public use and may raise capital through private donations to support the redevelopment of the Property.

E. The District and City have determined that the best opportunity to preserve the Property for future public and community use involves conveyance of the Property to the City on the terms set forth as follows:

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Initial Term.** The Term of this Agreement shall remain in effect until completion of the Master Plan from the Effective Date of this Agreement. This Agreement may be extended from time to time as agreed upon in writing by the City and the District.

2. **Master Plan.** City shall develop a Master Plan for the redevelopment and use of the Property. The Master Plan shall identify intended uses for the Property showing anticipated building locations and uses. The Master Plan will broadly describe the City's vision for the development of the Property. The process of developing the Master Plan shall include at a minimum the following:

- a. **Community Meetings.** Community meetings shall be scheduled by the City to provide the public with an opportunity to offer input on the redevelopment and reuse of the Property.
- b. **Master Plan.** The Master Plan shall be completed by the City and submitted to the District on or before December 31, 2016. The Master Plan shall be designed to serve all residents of the District. The Master Plan shall be expressly approved by City's Common

Council and the District's Board of Education. The District shall have no obligation to convey and the City shall have no obligation to accept a transfer of the Property as described in this Agreement, until the Master Plan is approved by both the City's Common Council and the District's Board of Education.

3. **Demolition.** Upon the approval of the Master Plan, District shall diligently provide for the demolition of the existing middle school building, clearing of the Property and seeding of the Property with grass. The timeline for the demolition shall be determined by the District.

- a. **Demolition Costs (District).** District shall be solely responsible for all costs and expenses associated with the demolition of the existing middle school building, the clearing of the Property and the planting of grass on the site.
- b. **Demolition Costs (City).** The City has no obligation for any cost associated with the demolition of the Property. However, the City shall apply for and use its best efforts to secure a Community Development Block Grant in the amount of \$500,000 to apply towards demolition costs to be incurred by the District. The cost associated with the writing and submission of grant shall be paid by the City, not to exceed \$5,000.00. All other costs associated with the administration of the grant shall be the responsibility of the District up to \$20,000.00. If the Community Development Block Grant is awarded to the City, the District shall reimburse the

City its ten percent (10%) municipal contribution. Regardless of whether the Grant is awarded, the City agrees to waive the municipal razing fee related to the demolition of the Property.

- c. **Maintenance and Continuing Use.** Upon completion of the demolition, City shall maintain the property as a “Green Space”. The City will become responsible for the care and maintenance of the Property to include snow removal, weed control, lawn mowing, and upkeep of the landscape after installation. The continued use of the property will be reserved for the District residents as Green Space until such time a construction begins on the Master Plan. All costs of post-demolition maintenance subsequent to the approval of the Master Plan will be the responsibility of the City.

4. **Transfer of Property.** In anticipation of the transfer of the Property, the City and District shall execute the Purchase Agreement attached and incorporated as **Exhibit C**. Execution of the Exhibit C Purchase Agreement shall occur upon approval of the Master Plan by District, and conveyance of the Property shall be on the following terms:

- a. **Master Plan.** Approval of the Master Plan by the City’s Common Council and the District’s Board of Education.
- b. **Demolition.** Completion of the demolition of the Property.
- c. **Purchase Price.** Sale of the Property by the District to the City for One Dollar (\$1.00).
- d. **Closing Date.** The sale of the Property shall close within thirty

(30) days of the approval of the Master Plan and the completion of demolition of the Property.

- e. **Transfer and Closing Costs.** All costs required to effect the transfer of the Property to City shall be paid by the City.
- f. **Use Restriction.** The continuing use of the Property shall be as set forth in the Master Plan approved by the District.
- g. **Condition of Property.** The Property shall be sold and conveyed as-is, where-is, and with all faults. District makes no representations concerning its condition.
- h. **Attorneys' Fees.** Each party shall be responsible for its own attorneys' fees incurred in the transfer of the Property.

5. **Redevelopment Obligations and Expenses.** The City shall be solely responsible for completing the redevelopment of the Property in a manner and timeline consistent with the approved Master Plan. All costs incurred in the redevelopment of the Property shall be paid by the City.

6. **Default / Remedies.** In the event of a breach of this Agreement, the non-breaching party shall give the other party a sixty day (60) notice of the default, and an opportunity to cure the default. If the other party fails to cure the default within this cure period, the non-breaching party shall pursue the Dispute Resolution process as outlined in Paragraph 7a. of this Agreement. The City shall be obligated, subsequent to the transfer of Property, to execute the Master Plan approved by both the City's Common Council and the District's Board of Education. In the event the City fails to commence the redevelopment identified in the approved Master Plan within twenty-four (24)

months of the conveyance, the City will, at the District's request and at the City's sole cost, convey the Property back to the District free of any and all encumbrances or restrictions and the Property's zoning classification will be returned to the classification in effect on the Effective Date. If any of the CDBG funds are required to be reimbursed based upon the City's breach of this Agreement, the City shall be responsible for repayment of such funds to the funding agency.

7. **Miscellaneous.**

- a. **Dispute Resolution.** Disputes regarding the interpretation of this Agreement will be resolved through the mutual cooperation of the parties. If the matter is not resolved within 60 days then the parties will enter into non-binding mediation to be conducted by a mediator jointly selected by the City and the District to reach a resolution. If no agreement is reached in mediation, either party may exercise its remedies provided by law. If the parties are unable to resolve a dispute through mediation, as their exclusive remedy, the matter shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- b. **Assignment.** Neither party may assign its rights or obligations under this Agreement, in whole or in part, without the express written consent of the other party.
- c. **Entire Agreement.** This Agreement constitutes the complete agreement between the City and the District, and supersedes all

prior or contemporaneous discussions or undertakings.

- d. **Amendment.** This Agreement may only be amended by a writing signed by both parties.
- e. **Survival.** The terms contained within Paragraph 4f. of this Agreement related to the continued use of the Property shall survive and be enforceable subsequent to conveyance of the Property.
- f. **Governing Law.** This Agreement shall be construed under the laws of the State of Wisconsin.
- g. **Captions.** The captions appearing in this Agreement are for convenience only, and are not a part of the Agreement.
- h. **Extension.** This agreement may be extended for 12 months by mutual agreement in writing of both parties.
- i. **Termination.** Either party may terminate this agreement in writing. Conveyance of the Property will not terminate either party's rights or obligations under this agreement. For avoidance of doubt, termination for any reason will not relieve the City's obligation to meet the requirements outlined within an approved Master Plan.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed on or as of the day and year first written above.

CITY:

DISTRICT:

CITY OF NEW RICHMOND

**SCHOOL DISTRICT OF
NEW RICHMOND**

By: Frederick Horne
Its: Mayor

By: Rick Hinz
Its: Board President

By: Tanya Reigel
Its: City Clerk

By: Chris Skoglund
Its: Board Clerk

EXHIBIT A
LEGAL DESCRIPTION

SEC 2 T30N R18W PT NW NW & SW NW; BEING OUTLOTS 115 & 116 & 129
NKA CSM 25-5763 LOT 2

(3.914AC)

PARCEL ID: 261114595200

EXHIBIT B

SITE PLAN

See Attached.



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

MEMORANDUM

TO: Mayor Horne and City Council
FROM: Mike Darrow, City Administrator
DATE: June 22, 2016
SUBJECT: Community Commons Master Plan Discussion and Process

BACKGROUND

As part of the Commons Agreement, the City will need to complete the master plan for this area by December 31, 2016. We are proposing that this process be completed in-house and be led by the City Administrator, Public Works Director, and Library Director. Below is the proposed schedule and timelines, community engagement meetings, and skeleton outline of the proposed master plan document.

Schedule and Timeline

July- Project kickoff. During this session, staff will identify the goals of the project and review the skeleton outline. We are recommending a project team to include two members from the City Council, two members from the Library Board, two members from the nearby neighborhood, a member of the school board or school administrator, and one at-large member.

August- Community Discussion. There will be one large-scale community meeting as well as a discussion booth at the Outdoor Movie Night held in August at Glover Park. Both events are intended to solicit community input into the master planning process and identify long-term needs/wishes for this area.

September- Staff will compile community input and conduct a joint master plan charrette with members of the City Council, Library Board, and School Board. The purpose of this design charrette is to conduct an active planning and design meeting to understand community issues

and begin the design process for the master plan process. It is intended that the first draft of the document will be completed shortly after this design charrette.

October- A draft of the master plan document will be sent to the City Council and School Board for "first-reading and review." City staff will plan on presenting this document to both the School Board and City Council.

November- The final reading will be presented to both the City Council and School Board for approval.

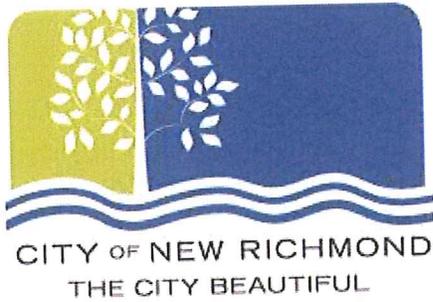
Skeleton Outline

Below is the proposed skeleton outline for the Master Plan.

- I. Project purpose
- II. Graphics of existing conditions
- III. Project history and existing conditions
- IV. Overview of existing infrastructure
- V. Overview of existing land use, zoning, and design
- VI. Review of community feedback
- VII. Design charrette overview
- VIII. Review of proposed master plan land use categories
- IX. Concept designs
- X. Proposed land uses and community spaces
- XI. Final Master Plan and branding options
- XII. Findings and recommendations

RECOMMENDATION

If this planning process is supported by the City Council, City staff will begin the process in July and provide monthly updates.



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www.newrichmondwi.gov

MEMORANDUM

TO: Mayor Horne and City Council

FROM: Mike Darrow, City Administrator

DATE: June 22, 2016

SUBJECT: Community Library Fundraising Process and Proposed Financial Board of Directors

BACKGROUND

During this work session, we will present two fundraising process proposals for raising funds for the library project. The first proposal is a not-to-exceed amount for a fundraiser. The second proposal is for a fee based upon funds received. We are recommending that the City Council authorize the approval of sending out the RFQs for a fee-based proposal. If approved, the RFQ will be sent out by June 30th with a recommendation before the City Council on August 8th, 2016. We would recommend that the interview team include two members of the City Council, two members of the Library Board, the City Administrator, and Library Director. Funds for this position would be utilized through library capital project funds.

In addition to the fundraising administrator, we are proposing a "Fundraising Board of Directors" for this project. This board would be in charge of working with the fundraising director, conducting a fundraising drive, and assisting in raising funds for the project. We will discuss this process during the work session and bring back a formal recommendation with proposed board of directors at the City Council meeting on August 8th, 2016. The Library Board will also need to formally approve this fundraising process.

REQUEST FOR QUALIFICATIONS
FUNDRAISING CONSULTANT SERVICES
Capital Campaign Plan

I. INTRODUCTION

The City of New Richmond and the Carleton A. Friday Memorial Library Board of Trustees plan to engage in a capital campaign to raise funds to build a new Public Library located in New Richmond, WI. The vision of the future New Richmond Library is to provide a flexible, interactive community destination for preservation, education, and innovation for the present and future. Based on needs assessment, community input, and planning with Leo A. Daly architectural firm, the anticipated library could be as much as 28,000 square feet, including community gathering space.

Over the past several years, through donations, investments, and savings, the Library has been able to raise over a million dollars that has been allocated to the building project. Additionally, the City has applied for a Community Development Block Grant in the amount of \$500,000 that would go towards preparing the future site of the Library, including offsetting the cost of demolishing the existing 80,000+ sq. ft. building on the property. The City/Library intends raise the funds needed to build the library through professional fundraising. The City/Library will organize a Library Fundraising Committee to assist with the fundraising and plan to launch the Capital Campaign as soon as final concepts and cost estimates are developed in the coming months.

The Library Fundraising Committee seeks the assistance of an organization or individual who has a proven track record in the ability to conduct capital campaign planning studies, as well as to develop and execute a campaign plan.

II. ORGANIZATIONAL BACKGROUND

The Friday Memorial Library is located in New Richmond, Wisconsin. We serve area residents who live within the city limits (pop. 8,326) as well as those who reside outside the city in the surrounding towns. Our total service population is approximately 20,000.

The current Friday Memorial Library was built in 1963 in Glover Park. As New Richmond quickly grew, so did the Library, and an addition was added in the 1980's. The current library building is approximately 8,600 sq. ft. As the population of New Richmond continued to expand, the City Council and Board of Trustees began planning for a new Library. Indianhead Federated Library System conducted a space needs analysis in 2012 and the Library Board worked with Cuningham Group Architecture to develop concepts presented to the New Richmond City Council as part of a Community Conversation in 2014. The progress ultimately stalled as the City and Library Board worked to find a site that could adequately accommodate a new library as well as green space, parking and a close proximity to downtown.

Since that time, the City has worked closely with the School District of New Richmond to acquire the site of the former middle school. While the District works to demolish the building the City will be developing a master plan for the site, including the public library. After the master plan is complete, a new conceptual design and cost estimate will be developed.

III. PURPOSE AND SCOPE

The Library Fundraising Committee is requesting submissions from fundraising consultants interested in managing a Capital Campaign to raise money needed to finance the new Library Facility to meet the service needs of our community now and for generations to come.

The purpose of this Request for Qualifications is to retain a Fundraising Consultant who will:

Phase 1 – Conduct a Campaign Planning Study (45-60 days)

- Assist in the development of a case study
- Work with Friday Memorial Library Board to identify key prospects and communication groups
- Conduct interviews with key prospects
- Conduct interviews with key communication groups
- Determine realistic campaign goals

Phase 2 – Develop a Campaign Plan

- Develop a capital campaign plan
- Assist in developing collateral materials and use of social networking opportunities
- Train Friday Memorial Library Board, volunteers and staff
- Assist in development of a volunteer Campaign Group

Phase 3 – Execute/Manage the Campaign

- Manage campaign prospect identification and evaluation
- Assist in development of campaign materials
- Oversee prospect calls and follow-ups assisted by volunteers
- Promote donor stewardship and cultivation
- Develop donor tracking and assist with donor recognition
- Work with Friday Memorial Library Board on the management of public information and public relations and marketing plan
- Identify grant opportunities and assist in grant writing

IV. SCHEDULE

Friday Memorial Library would like to substantially conclude the campaign by **????, 2017**.

The preliminary schedule for the campaign is:

Consultant Interviews and selection:	August, 2016
Campaign Planning Study:	Through October, 2016
Campaign Plan:	Through December, 2016
Campaign Launch:	Beginning January, 2017

V. PROPOSAL FORMAT AND REQUIREMENTS

Respondents must furnish one original and ten copies of their proposal. Please limit proposal to 20 pages (not including staff resumes). Estimated price and terms for services should be provided separately listing breakdown scope of services in a sealed envelope marked "Estimated Price & Terms for Services." Please address the following areas in your proposal:

- Description of the firm: structure, areas of expertise, time in business, number of employees and other data that helps to characterize the firm, addresses of the main office and the office that will manage the project.
- Experience: Briefly describe five recent projects executed by the firm to demonstrate experience relevant to the proposal. List relevant public sector clients for whom you have performed similar work in the past five years. For each project listed, provide the name, address and a contact name of the client's representative who can be contacted regarding your performance. Include the name of the lead firm in cases where you worked in partnership or in auxiliary capacity.
- Personnel: Provide professional resumes for the key people to be assigned. Include those of consultants and describe their relevant experience. Describe

- proposed responsibilities of key people. Identify the person who would be the primary contact point. Provide an organizational chart of the project team.
- Provide a narrative description of how the firm proposes to execute the project. Descriptions of experience with similar projects that demonstrate effective work are welcome, as are brochures that would help evaluate your firm. Submit a statement on why you believe your firm is best qualified to carry out the project.
 - An itemized cost of your services by Phase. Also identify any and all other costs related to the campaign that the Library would be expected to cover (e.g., brochure printing, mailings, etc.)
 - Please discuss in your response how your campaign planning study would address the following:
 - The Library's Real and perceived strengths and weaknesses in fundraising
 - The community's perception of the Library
 - Who are the Library's allies and who might oppose a campaign?
 - Who might be leaders in the fundraising effort, both within the Library community and among other residents?
 - How your project will support clients who do not have a large infrastructure for fundraising
 - Names of potential major donors/funders and what they might be interested in
 - Identification of the amount of money that can be reasonably raised
 - In addition to determining how much money can be raised, what other purposes does the campaign study findings report serve?
 - Possible alternatives for raising funds?
 - What role would Friday Memorial Library Board members, City Council, Library staff, and the Friends of the Library have to take in the study and in the campaign?
 - What training would be required to fill leadership positions and committee selections?
 - What is an appropriate timeframe for both the campaign planning study and the fundraising itself?

VI. CONSULTANT SELECTION

Proposals will be evaluated and scored by the Library Fundraising Committee based on the following criteria:

- Demonstrated experience of individual(s) to be assigned to the campaign
- Firms or individual's understanding of socio-economic communities similar to New Richmond.
- Campaign strategy's fit with Friday Memorial Library's values and operations
- Cost for service

The Library Fundraising Committee may or may not choose to conduct telephone, online or in person interviews. Following proposal scoring, the top ranked firms or individuals, including the staff to be assigned to this campaign, will be expected to travel to New Richmond, WI at its/his/hers expense for an interview. Upon selection of a finalist, Friday Memorial Library will enter into contract negotiations. If these negotiations fail, Friday Memorial Library will proceed with contract negotiations with the firm scoring second, and so on. Unsuccessful respondents will be notified.

VII. RFQ RESPONSES

Responses to the RFQ must be received by **3:00 pm on July 29, 2016** and should be directed to:

Carleton A. Friday Memorial Library Fundraising Committee

Attn: Kimberly Hennings, Director

155 E. First Street

New Richmond, WI 54017

Please state "Qualifications for Capital Campaign" on the outside of the response package and provide one original and 10 copies of the proposal.

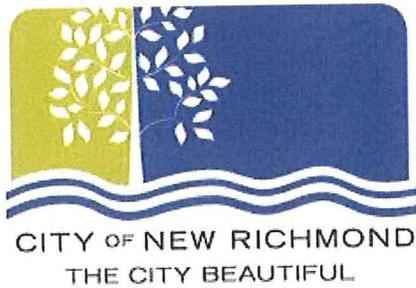
VIII. ADDITIONAL INFORMATION AND CONDITIONS

Statement of Non-Commitment

Issuance of the RFQ does not commit the Friday Memorial Library to award a contract or to pay any costs incurred in preparation of proposals responding to the RFQ. Friday Memorial Library reserves the right to reject any or all proposals and re-advertise. All proposals become the property of the Friday Memorial Library.

IX. EQUAL EMPLOYMENT OPPORTUNITY

Successful contract bidders must comply with provisions of all applicable federal law, Title VI and Title VII of the Civil Rights Act of 1964. Any subcontracting by the successful bidder subjects the subcontracting firm(s) to the same provisions of the federal law.



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TO: Mike Darrow

FROM: Sarah Skinner, Building Inspector/Zoning Administrator

DATE: June 22, 2016

RE: Civic Center Kitchen – Updated Information

Background:

The kitchen in the Civic Center basement needs to have a commercial dishwasher and larger refrigerator/ commercial cooler added to accommodate the Senior Center.

The Civic Center kitchen location presents some unique challenges based on its below grade location and block wall construction. We need to be mindful of the plaster ceiling in the kitchen as excessive moisture from daily use could create issues. (There is asbestos content within the plaster that complicates replacement). Regardless of the type of equipment placed in the kitchen, City staff recommends that we make some modifications to the existing general exhaust fan to ensure that it runs continuously while the kitchen is occupied to handle any moisture and odor issues.

We have two options for providing a commercial dishwasher.

1. Pass through dishwasher. Stands about counter height and opens on both ends to slide dish racks through. A pass through dishwasher will require the installation of a kitchen exhaust hood to handle the steam/heat produced during the washing cycle. We hope to use some existing exhaust duct work, however given the basement location of the kitchen we would need to make sure any unit purchased is sized appropriately as we cannot increase the duct size. I have the following budget numbers:
 - a. New hood, new fan, plumbing connections, make up- air adjustments, electrical (using existing duct work) \$10,000-\$14,000.
 - b. Dishwasher unit. New prices \$5,000-\$9,000.

2. Under counter dishwasher. Resembles a residential dishwasher however it operates at low temperatures and produces less steam/heat. This style would not require an exhaust hood however it has a diminished capacity and may not be as ideal for the Senior Center needs as the larger pans may not fit and it has a slower clean cycle.
 - a. Plumbing connections, electrical \$3,000.
 - b. Dishwasher Unit. New prices \$4,000 to \$8,000.

The kitchen currently has a residential style refrigerator. The existing refrigerator would be replaced with a 2 or 3 door commercial style refrigerator/cooler. A new unit cost runs \$2,000-\$4,000. A quick search of Craigslist found several suitable units for \$1,500-\$2,500.

Update:

Over the past several weeks City staff has met with St. Croix County ARDC staff to discuss how the nutrition program functions and what specific needs they might have within our kitchen space. Staff has also consulted with several kitchen equipment vendors regarding dish machines, and has made a site visit to view a dish machine in action within a serving kitchen.

Staff would like to make the following recommendation based on the information gathered.

1. An under-counter style dish machine with an accessory stand would be the preferred style. Low temp, chemical rinse. No exhaust hood would need to be installed. The stand allows the unit to be easily emptied, and provides storage area for the chemical dispenser. Two budget numbers have been obtained from two vendors:

Hobart LXe \$5775

CMA L-1X16 \$4237

Prices do not include misc. plumbing and electrical costs which are estimated to not to exceed \$1,000. As part of the remodel process, staff would like to find a stainless steel one compartment sink with an integrated drain board for next to the dish machine which would serve as a rinse sink, and possibly the required hand sink. Estimated cost not to exceed \$650.00 would include sink, faucet and garbage disposal. We have not explored the used/refurbished market yet however feel that the sink could easily be purchased that way. Staff recommends buying the dish machine new as it will be covered under warranty.

2. Two door commercial style refrigerators can be found quite reasonably on Craigslist. They are all similar in size, and range in price for new & used from \$1900-\$2500.00

Staff recommendation: An amount not to exceed \$9,500 is established to furnish the Civic Center kitchen with a commercial dish machine, rinse sink and commercial refrigerator.



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MEMORANDUM

TO: Mayor Horne and City Council

FROM: Mike Darrow, City Administrator

DATE: June 22, 2016

SUBJECT: Strategic Plan Process

BACKGROUND

City staff will provide an update on the community surveys completed to-date, provide an overview of City Council member feedback, as well as outline the remaining next steps for this project.

City of New Richmond Strategic Plan Community Survey

1. Which of the following best describes where you live?

- City of New Richmond
- Nearby city, township, or village
- I'm a former new Richmond resident, but no longer live in the area.
- Other: _____

2. What words would you use to describe the City of New Richmond to someone who has never visited here before?

3. What are our greatest strengths within our community?

4. If you could improve one thing within the City of New Richmond, what would it be?

5. What are the greatest challenges facing the City of New Richmond in the next five years?

6. What do you see as the top five priorities for the City of New Richmond for the next five years?

7. What are areas in which local government can improve?

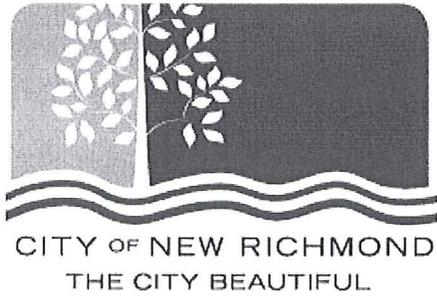
8. Local government's main responsibility is _____.

9. The most important functions of local government are _____.

10. I'm willing to pay _____ for the same services that I currently receive.

- Less
- The Same
- More

11. Are there any other comments that you'd like to add?



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MEMORANDUM

TO: Mayor Horne and City Council
FROM: Mike Darrow, City Administrator
DATE: June 24, 2016
SUBJECT: Skate Park Update

BACKGROUND

City staff will provide an update on the skate park fundraising and construction schedule.