

AGENDA FOR COUNCIL MEETING

CITY OF NEW RICHMOND, WISCONSIN

MONDAY, DECEMBER 14, 2015 - 7:00 P.M.

AGENDA:

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

PUBLIC COMMENT

CONSENT AGENDA:

1. Approval of the Minutes from the Previous Regular Council Meeting, November 9, 2015, Special Council Meetings, November 9, 2015, November 19, 2015 and November 30, 2015
2. Application for License to Serve from Crystal A. Kraft, Woodbury
3. Request from Champ's Sports Bar & Grill to extend their premise to include 224 South Knowles Avenue bar, storage area and rooftop through June 30, 2016
4. Application for Temporary Class B Beer and Wine License from Knights of Columbus at 155 East Fourth Street for January 3, 10, 17, 24, 29, 31, February 7, 14, 19, 21, 26, 28, March 4, 6, 11, 13, 18, 20, April 3, 10, 17, 24, 29, May 1, 8, 15, 20, 22 and July 8, 9, 2016
5. Payment of VO#58711 through VO#58814 totaling \$1,157,202.66 plus electronic fund transfers of \$773,968.22 for a grand total of \$1,931,170.88

DEPARTMENT REPORTS:

Administration
Public Works
Community Development
Library
Police
Fire

UNFINISHED BUSINESS:

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

NEW BUSINESS:

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

1. Housing Study Presentation - UWRF Student - Bryan Heth
2. Resolution - #121501 – Treasurer's Tax Bond Exemption
3. Resolution - #121502 – Authorizing Borrowing from WPPI for LED Street Lighting

4. WPPI Member Loan Agreement Documents
5. Resolution - #121503 – Extending the Time for Use of Impact Fees
6. Mayor's Appointments – Republican and Democrat Election Workers
7. Plow Truck Financing Approval
8. Bids – 1½ Ton Duel-Rear Wheel Pickup
9. Paperjack Drive Reconstruction
10. Resolution - #121504 – Bike & Pedestrian Improvements
11. Ordinance Amendment – Section 70-3 Sidewalk Construction/Repair
12. Park Board Recommendation – Rotary Proposal for Mary Park – Christmas 2016
13. No Council Work Session in December
14. Communications & Miscellaneous
15. Closed Session per State Statute 19.85 (1)(c)(f) – to consider employment, promotion, compensation and/or performance evaluation as well as discussion related to Police Union Negotiations:
 - a. Retirement Benefits for Fire Department
 - b. Police Union Negotiations
16. Open Session – Action on Closed Session Agenda
17. Adjournment

Frederick Horne, Mayor

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

**Late Changes and Additions

Posted: Civic Center and Friday Memorial Library and City Website

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

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

SPECIAL COUNCIL MEETING
NOVEMBER 9, 2015 AT 6:30 PM

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

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

League Council Video

Council members watched a video from the League of Wisconsin Municipalities Mutual Insurance about preventing public official's liability.

Communications and Miscellaneous

None

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

Meeting adjourned at 6:47 p.m.

Tanya Reigel
City Clerk

REGULAR COUNCIL MEETING NOVEMBER 9, 2015 7:00 P.M.

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

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Hansen, Volkert
Zajkowski, Student Representatives Victoria Johnson and Jesse Stenske

The Pledge of Allegiance was recited.

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

Public Comment

There was none.

Consent Agenda

1. Approval of the Minutes from the Previous Regular Council Meeting, October 12, 2015, Special Council Meetings, October 5, 2015 and October 26, 2015
2. Application for License to Serve from Kirsten C. Konder, Glenwood City; Kyle J. Wettig, New Richmond; and Amy L. Kahler, Emerald
3. Payment of VO#58633 through VO#58710 totaling \$233,690.78 plus electronic fund transfers of \$611,106.24 for a grand total of \$844,797.02

General Fund	\$ 658,063.59
Impact Fees Fund	7,500.00
CDBG – Housing	3,338.00
Debt Service Fund	47,091.97
Capital Projects	3,000.00
Landfill Cleanup Fund	5,696.72
TIF District #6	17,858.79
TIF District #8	86,057.45
Storm Water Utility	13,247.26
Park Land Trust Fund	2,880.39
Library Trust Fund	62.85

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

Department Reports

Administration- Mike Darrow stated that last week he, Scottie, Jane and Noah attended the League conference in Milwaukee. Also, if anyone has questions about the 2016 budget, please call Mike or stop in and talk to him.

Public Works – Jeremiah Wendt gave an update on street construction projects. We received notification that the City of New Richmond will receive \$70,000 in grant funds for the water tower project completed earlier this summer from the DNR safe drinking water loan funds. Jeremiah will also look into applying for funds from the DNR and from the local roads improvement fund for 2016 projects.

Community Development – Beth Thompson reported Goodwill had their groundbreaking on October 27, 2015. Grant Way will have the first lift of pavement completed this week and Culver’s is planning to have their official opening on December 7, 2015.

Plan Commission Recommendation- Ordinance #480

Beth Thompson explained that the Plan Commission discussed several text amendments to the zoning ordinance at the meeting on November 3, 2015. Alderman Hansen moved to suspend the rules and adopt Ordinance #480, seconded by Alderman Ard and carried.

Finance Committee Recommendation – 2016 Property Insurance

Mike Darrow explained that the Local Government Property Insurance Fund increased their premiums for 2016 by 85 percent to \$73,746. Municipal Property Insurance Company, which was newly established in early 2015, has given us a quote of \$50,201. This company has mirrored the LGPIF policy. The Finance Committee recommended to go with Municipal Property Insurance Company for 2016 at a cost of \$50,201. Alderman Ard moved to withdraw from the Local Government Property Insurance Fund and switch to Municipal Property Insurance Company for \$50,201 for 2016, seconded by Alderman Zajkowski and carried.

Public Works – Evergreen Valley Stormwater Outlot

Jeremiah Wendt explained that there is an outlot in Evergreen Valley owned by a developer that the City does not have an easement on to maintain or repair the stormwater ponds. Taxes have not been paid on the lot for several years and an adjacent property owner has expressed interest in purchasing the parcel. Jeremiah would like to get an easement on that lot to allow the City to enter and maintain the stormwater feature in the event that the owner fails to take care of it. Alderman Ard moved to acquire the easement, seconded by Alderman Jackson and carried.

Public Works – Sidewalk Ordinance Amendment

The Public Works Committee, Finance Committee and City Council have discussed the sidewalk ordinance and suggested the following changes:

- 1) Public Works Committee will make an annual recommendation to the Council of sidewalks to be repaired.
- 2) For existing streets where new sidewalk is constructed, the City will bear the full cost of the sidewalk construction.
- 3) For sidewalk repairs less than \$100, the City will bear the full cost of the repair.
- 4) For sidewalk replacements, the City and abutting property owner will split the cost 50/50.

Alderman Kittel suggested having a procedure in place for residents that cannot afford the cost of repairing or replacing the sidewalk. Jeremiah will bring back suggested wording for this change.

Public Works – Tandem Axle Plow Truck Bids

Jeremiah Wendt received the following quotes for plow trucks:

Boyer	\$193,951	available in 2016
Astleford	\$189,000	available in 2015
Nuss	\$199,252	available in 2016
Menomonie	\$186,252	available in 2016
River States	\$181,712	available in 2016
V & H	\$187,968	available in 2016

Jeremiah also explained that all trucks other than the Astleford truck are not available for at least six months. We are currently down one truck for the 2015-2016 plowing season. The Finance Committee recommended purchasing the truck from Astleford for \$189,000. A down payment of \$70,000 would be paid in 2015, \$40,000 in 2016 and the balance paid in 2017. Alderman Hansen moved to approve this recommendation, seconded by Alderman Ard and carried.

Paperjack Drive Open House Review/Design Recommendation

Jeremiah Wendt reported that lots of good feedback was received at this meeting. There was considerable discussion regarding road width, sidewalk location, curb style and planting of trees.

Council members requested having an additional meeting with the residents and cost estimates for a pedestrian bridge along the bridge on the East end of Paperjack Drive.

Park Board Recommendation – Skate Park

Jeremiah Wendt stated that the Park Board established the following donor recognition levels:

Naming Rights	\$70,000
Platinum	\$20,000 - \$69,000
Gold	\$5,000 – \$19,000
Silver	\$500 - \$4,999
Bronze	\$100 – \$499
Stakeholder	\$1 - \$99

There was also discussion regarding the creation of a “Friends of the Skate Park” group to take donations. Alderman Ard gave suggestions for donor levels. Alderman Kittel moved to create a “Friends of the Skate Park” group, seconded by Alderman Ard and carried.

Bike and Pedestrian Master Plan

City Staff would like to assemble a small committee to help update the bike and pedestrian master plan and would like a council member to serve on the committee. Mayor Horne appointed Jim Zajkowski to serve on this committee.

2016 Budget Update

Sean Lentz gave a review of Tax Incremental Finance Districts in the City. Mike Darrow gave a quick update on the 2016 Budget. The budget notice will go to the paper on Friday with a 2% increase. Staff will continue to work on going below that amount of increase.

Council Work Session – November 23, 2015 at 5:00 p.m.

Agenda items should be submitted to staff.

Communications and Miscellaneous

The bike coalition meeting will be on November 11, 2015. Beth Thompson will find out the time and put it on facebook and twitter. Alderman Ard reminded everyone that November 11th is Veteran’s Day and schools in New Richmond and throughout St. Croix County will be having programs in celebration.

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(c)(f) – “Consideration of moving into closed session pursuant to sec. 19.85(1)(c) and (f), Stats., to consider employment, promotion, compensation or performance evaluation data and the preliminary consideration of specific personnel problems of an employee over which the City has jurisdiction and the discussion in public would likely have a substantial adverse effect upon the reputation of that employee and deliberating or negotiating and/or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Motion was seconded by Alderman Jackson and carried.

Open Session

No action was taken.

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

Meeting adjourned at 9:36 p.m.

Tanya Reigel
City Clerk

SPECIAL COUNCIL MEETING
NOVEMBER 19, 2015 AT 5:30 PM

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

Roll call was taken.

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

Members Absent: Alderman Kittel

The Pledge of Allegiance was recited.

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

Plan Commission Recommendation – Ordinance #482 – Amending Section 121

Alderman Zajkowski moved to suspend the rules and adopt Ordinance #482 as follows: Section 1. Table 3.g of the Zoning Ordinance (Industrial) be amended to add "Breweries/Distilleries: including tap room/tasting room with kitchen facilities not including grease cooking or handling equipment having a moderate or lesser restaurant license as issued by St. Croix County or services of a licensed caterer" as a permitted use (A) within the Z7 districts. Motion was seconded by Jim Jackson and carried

Fire Truck Purchase

Discussion took place on the purchase of a used fire truck located in Missouri. It is a 2006 combination rescue/pumper truck with a purchase price of \$149,000.00, less \$60,000.00 trade-in for two vehicles (the R-3273 & E-3265). Two firemen, Robin Haffner and Doug Frandsen, traveled to Missouri to look at it, and their recommendation is to procure this truck. The truck will be available in April of 2016, but the company selling the truck needs a down payment in the amount of \$14,900.00 to hold it. The down payment is 100% refundable. Alderman Zajkowski moved to approve the down payment, seconded by Alderman Ard and carried.

Communications and Miscellaneous

None

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

Meeting adjourned at 6:02 p.m.

Patty Van Vynckt
Deputy Clerk

SPECIAL COUNCIL MEETING
NOVEMBER 30, 2015 AT 5:00 PM

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

Alderman Kittel moved to adopt the agenda as presented, seconded by Alderman Volkert and carried.

Introduction of New Employees

Jeremiah Wendt introduced Michael Mroz, our new Operations Manager. Mark Samelstad introduced Jarred McLain and Joe Kastens, our new Police Officers.

Police Staff Recommendation

Mike Darrow thanked the group of Kari Kraft, Mark Samelstad, Ron Volkert, Craig Kittel, and Craig Yehlik for their work on this issue. The recommendation from this group is to maintain the existing Lieutenant position, with additional responsibility of directly supervising "A" Shift (5:30 a.m. – 2:00 p.m.) Monday through Friday and change existing "Acting Sergeant" position into a third detective position. Alderman Zajkowski moved to approve this recommendation, seconded by Alderman Kittel and carried.

Community Commons Update

Mike Darrow stated that the School Board will meet on December 14, 2015 to consider the sale of the Commons building to the City of New Richmond for \$1. The City would assist with a Community Development Block Grant in the amount of \$500,000 towards razing the building. The City and School District would authorize a formal agreement for the project in January of 2016.

Human Resource Policies

Mike Darrow presented the following three recommended policies to be adopted by the Council:

- 1) All Human Resource records and personnel files shall be maintained at the Civic Center and under the authority of the City Administrator and Human Resources Department. No secondary files should be maintained. All files will remain confidential. THE City of New Richmond will undertake a third party HR audit from time to time, or at the request of the City Council to ensure compliance with City policies and SHRM standards.
- 2) All on-boarding (new hires) shall be completed by the City of New Richmond Human Resources Department. This will include a one to three day City of New Richmond process which will provide an overview of the City of New Richmond, policies, procedures, department overview and organizational chart, meeting with staff, employee welcome reception and meeting with the City Council at the next available City Council meeting.
- 3) All hiring and hiring processes will be reviewed by the City of New Richmond Administrator and/or the Human Resources Department. All interview processes shall be approved by the City's HR Manager, and, when appropriate, a member of the City of New Richmond Administration and/or HR Manager will be a part of the hiring process. Any hiring and hiring process related to the New Richmond Police and Fire Commission shall include the participation, coordination, and advice of the City's HR Manager and/or the City of New Richmond Administrator to ensure compliance with state and/or federal employment laws.

Alderman Ard moved to approve these HR policies, seconded by Alderman Zajkowski and carried.

2016 Budget

Mike Darrow gave a review of the budget and stated that the goal was to keep the budget increase under 2% and that was accomplished. There was discussion regarding the 2016 budget. The Budget Hearing will be on December 7, 2015 at 7:00 p.m.

Communications and Miscellaneous

Mayor Horne stated that the Citizen of the Year will be announced on December 7, 2015 at 5:00 p.m. at Barley John's. Scottie Ard reported that she and Rob Kreibich, Chamber Director, will be heading to Trego to participate in the Governor's Small Business Summit tomorrow morning.

Closed Session

Alderman Ard moved to go into Closed Session for Consideration of moving into closed session pursuant to sec. 19.85(1)(c) and (f), Stats., to consider employment, promotion, compensation or performance evaluation data as well as discussion related to negotiations related to Police Labor Negotiations, seconded by Alderman Jackson and carried.

Open Session

No action taken

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

Meeting adjourned at 7:30 p.m.

Tanya Reigel
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL DECEMBER 14, 2015

VO #	PAYMENT TO:	AMOUNT
58711	BENEFIT EXTRAS, INC	365.25
58712	CEDAR CORPORATION	14,522.33
58713	CEMSTONE - READY MIX INC	416.50
58714	CITY UTILITIES - OTHER	6,635.16
58715	FREEDOM VALU CENTERS	2,130.41
58716	FRONTIER COMMUNICATIONS	693.94
58717	HEARTLAND CONTRACTORS OF WI INC	89,778.65
58718	LOCAL GOV'T PROPERTY INSURANCE FUND	848.00
58719	NORTHLAND EVERGREENS	1,225.00
58720	RUNNING INC	7,907.72
58721	VERIZON WIRELESS (CITY)	301.97
58722	WILLIAMSON & SILER S.C.	2,444.88
58723	CITY UTILITIES - INVOICES	514.68
58724	E O JOHNSON COMPANY	1,269.90
58725	ECKBERG LAMMERS BRIGGS WOLFF & VIERLING	3,346.02
58726	GILLEN'S LIME QUARRY	277.20
58727	MEHLS, DAVID	114.99
58728	NEW RICHMOND EXECUTIVE AVIATION	2,100.00
58729	VILLAGE OF STAR PRAIRIE	74.50
58730	WAL-MART (OTHER PMTS)	307.21
58731	WENDT, JEREMIAH	214.68
58732	WI DEPT OF JUSTICE - CRIME INFO BUREAU	28.00
58733	ASTLEFORD INTERNATIONAL TRUCKS	185,095.00
58734	AVENET, LLC	750.00
58735	CITY UTILITIES - 2ND BILLING	27,433.34
58736	CITY UTILITIES - OTHER	432.86
58737	CITY UTILITIES - OTHER	2,000.00
58738	FANTASY CORRAL	350.00
58739	FRONTIER COMMUNICATIONS (2)	41.71
58740	KROLL'S EXCAVATING INC	885.00
58741	STEPHENS SANITATION - REFUSE	487.15
58742	WESTFIELDS HOSPITAL (2)	475.00
58743	NORTH SHORE BANK	44,607.02
58744	BRINDLEE MOUNTAIN FIRE APPARATUS, LLC	8,900.00
58745	OLSON, RUTH	3,045.00
58746	REGISTRATION FEE TRUST	69.50
58747	DELL MARKETING LP	4,950.00
58748	BALDWIN TELECOM, INC	566.41
58749	FRONTIER COMMUNICATIONS (3)	49.16
58750	CITY OF NR - REVOLVING FUND	157.77
58751	ALBRIGHTSON EXCAVATING, INC	102,187.90
58752	AMAZON (CITY)	2,567.43
58753	AMAZON (LIBRARY)	1,496.59
58754	BAKER & TAYLOR BOOKS	5.01
58755	BAKER TILLY VIRCHOW KRAUSE, LLP	370.00
58756	BALDWIN AREA EMS	144.00
58757	BOARDMAN & CLARK LLP	874.00
58758	CEDAR CORPORATION	704.00
58759	CEMSTONE - READY MIX INC	128.00
58760	CITY UTILITIES - 1ST BILLING	949.06
58761	CITY UTILITIES - INVOICES	42,657.50
58762	CITY UTILITIES - LANDFILL	1,057.70
	SUB - TOTAL	568,953.10

	SUB - TOTAL CARRIED FORWARD	568,953.10
58763	CITY UTILITIES - OTHER	269,387.96
58764	CITY UTILITIES - SAC CHARGES	800.00
58765	CITY UTILITIES - SALES TAX	41.09
58766	CITY UTILITIES - WATER IMPACT FEES	800.00
58767	COUNTRYSIDE PLBG & HTG	4,480.00
58768	DEPT OF ADMINISTRATION (2)	600.00
58769	DEPT OF CORRECTIONS	160.00
58770	E O JOHNSON COMPANY (2)	5,367.00
58771	ECKBERG LAMMERS BRIGGS WOLFF & VIERLING	4,750.22
58772	ELLSWORTH PUBLIC LIBRARY	12.49
58773	FLEET ONE LLC	2,052.30
58774	FLEX-O-SWEEP	45.20
58775	FREEDOM VALUE CENTER - NR	3.25
58776	FREEDOM VALUE CENTERS	1,712.72
58777	FRONTIER COMMUNICATIONS	793.94
58778	G & K SERVICES, INC	181.29
58779	GFOA	170.00
58780	GHD SERVICES INC	10,444.78
58781	HANSEN, JANE	310.17
58782	HEARTLAND CONTRACTORS OF WI INC	181,920.97
58783	HOWELL, PAT	50.00
58784	INDIANHEAD FEDERATED LIBRARY	12,082.74
58785	KWIK TRIP / KWIK STAR STORES	814.85
58786	LEARY, SUSAN	27.00
58787	LEVERTY, TIMOTHY	168.79
58788	MCNUTT, DAVID	1,000.00
58789	MENOMONIE PUBLIC LIBRARY	27.95
58790	MINNESOTA LIFE INSURANCE CO	2,026.71
58791	MONARCH PAVING COMPANY	191.35
58792	MSA PROFESSIONAL SERVICES INC	2,669.00
58793	PROFESSIONAL SERVICE INDUSTRIES, INC	9,808.48
58794	RICE, CYNTHIA	900.00
58795	RIVER FALLS PUBLIC LIBRARY	8.99
58796	RIVERTOWN MULTIMEDIA	1,029.78
58797	RUNNING, INC	7,555.70
58798	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	176.38
58799	ST CROIX COUNTY HIGHWAY DEPT	10,327.46
58800	ST CROIX COUNTY TREASURER - DOG LICENSES	48.25
58801	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	386.00
58802	STATE OF WI - COURT FINES & ASSESSMENTS	603.45
58803	STEPHENS SANITATION - RECYCLING	3,991.00
58804	STEPHENS, LORI	749.32
58805	TOWN OF STANTON	30,053.42
58806	VARIETY OFFICE PRODUCTS	454.20
58807	VFIS	16,346.10
58808	VILLAGE OF STAR PRAIRIE	97.30
58809	WAL-MART (OTHER PMTS)	21.97
58810	WASHINGTON NATIONAL INS CO	247.70
58811	WI PROFESSIONAL POLICE ASSN, INC	570.50
58812	WICKHAM, MICHAEL	184.99
58813	WILLIAMSON & SILER S.C.	550.50
58814	XCEL ENERGY	1,046.30

SUB - TOTAL

1,157,202.66

SUB - TOTAL CARRIED FORWARD 1,157,202.66

TOTAL VOUCHERS 1,157,202.66

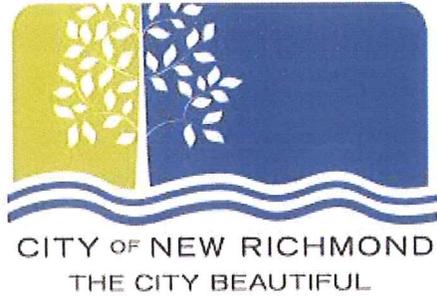
ELECTRONIC FUND TRANSFERS

PAYROLL (11/13, 11/25)	219,741.46
DEFERRED COMP	8,230.00
ROTH - WI	200.00
FEDERAL W/H	86,044.28
STATE W/H	22,842.77
POSTAGE	3,000.00
LT DISABILITY PREMIUMS	1,396.20
MEDICAL PREMIUMS	87,880.01
RETIREMENT	73,456.15
VISA P-CARDS	40,825.20
HRA	6,431.03
WI - SCTF	1,804.56
FLEX SPENDING	3,090.42
EMPLOYEE FUND	232.00
FIREMEN DUES DEDUCTIONS	360.00
INVESTMENT TRANSFER	-
AFLAC	1,564.03
ASM TRANSFER	-
IMPACT FEE TRANSFERS	1,500.00
SPORTS CENTER LEASE	-
MISC - BILLINGS	-
MISC - RESTITUTIONS	170.00
TID FEES	-
WPPI LOAN PMTS	1,363.47
DEBT PAYMENTS/LEASE PMTS	213,836.64

TOTAL ELECTRONIC FUNDS 773,968.22

GRAND TOTAL 1,931,170.88

CHAIRMAN OF FINANCE COMMITTEE
12/14/2015



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

TO: Mayor Horne and City Council

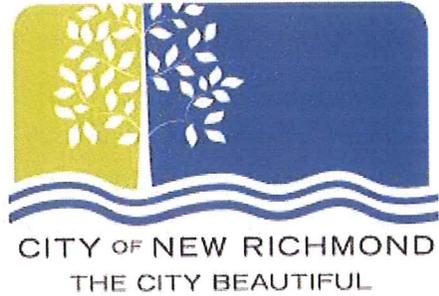
FROM: Beth Thompson, Community Development Director
Noah Wiedenfeld, Management Analyst

DATE: December 11, 2015

RE: Housing Study

This fall, the City of New Richmond partnered with the UW-River Falls Center for Innovation and Business Development (CIBD) to have two graduate students conduct a comprehensive housing study and needs analysis for the City. As this is part of the students' course work, there is no financial cost to the City. The students have had the opportunity to apply their coursework to a real world situation, while the City will receive a quality report that will help formulate housing policies and identify priorities and best practices for upcoming years.

At Monday night's meeting, MBA graduate student Bryan Heth will deliver a presentation on his report. Bryan's report is part one of the study; MBA graduate student Brendan Weise will present his portion of the study to the City Council in January of 2016. Bryan's report focuses on three Minnesota communities - Hastings, Savage, and Jordan - that had large bridge projects completed. He uses these three cities as case studies to show what possible effects the St. Croix River Crossing Bridge Project might have on New Richmond as it relates to housing needs.



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

TO: Mayor and City Council

FROM: Tanya Reigel, City Clerk

DATE: December 10, 2015

RE: Treasurer's Tax Bond Exemption

Background

This is a resolution that the Council adopts every year in December before tax collections begin. It insures that all moneys collected for state and county taxes will be paid to the County Treasurer.

Recommendation

Staff recommends approval of this resolution.

RESOLUTION #121501
RESOLUTION ADOPTING CITY TREASURER'S
TAX BOND EXEMPTION

WHEREAS, under Section 70.67 of the Wisconsin Statutes, the treasurer of each town, city or village shall, unless exempt under subsection (2) of said section, execute and deliver to the county treasurer bond conditioned for the faithful performance of the duties of said office and that he or she will account for and pay over according to law all state and county taxes which shall come into his or her hands.

WHEREAS, under Section 70.67 of the Wisconsin Statutes, as amended, the treasurer of any municipality shall not be required to give such bond if the governing body thereof shall at any regular meeting by resolution obligate such municipality to pay, in case the treasurer thereof shall fail so to do, all state and county taxes required by law to be paid by such treasurer to the county treasurer.

NOW, THEREFORE, BE IT RESOLVED that Beverly Langenback, Treasurer of the City of New Richmond, shall not be required to give a bond to the County Treasurer(s) of the County of St. Croix, State of Wisconsin, as required under Section 70.67 of the Wisconsin Statutes, but the City of New Richmond shall be and is hereby obligated to pay, in case the above mentioned Treasurer of the City of New Richmond shall fail to do so, all state and county taxes levied in the tax roll of 2015 as required by law to be paid by such treasurer to the county treasurer.

Passed and approved: December 14, 2015.

Frederick Horne, Mayor

ATTEST:

Tanya Reigel, Clerk

MEMORANDUM

TO: City Council, City of New Richmond
Mike Darrow, City Administrator

CC: Bev Langenback, Treasurer

FROM: Weston Arndt, WPPI Energy Services Representative

DATE:

SUBJECT: RESOLUTION AUTHORIZING BORROWING FROM WPPI ENERGY

Background

The purchase price of LED street lighting has come down enough to justify evaluation for phased or mass replacement with the incumbent high pressure sodium and metal halide fixtures. Reduced maintenance costs and energy savings are significant factors in the benefits to LED replacement. Several fixture types throughout the City have been replaced with LED fixtures for fixtures owned by the Utilities, where the measures were economically justified. The improved lighting, energy savings and reduced maintenance have been a win-win-win for the City, Utilities, and residents.

An opportunity arose to complete additional conversions to LED to take advantage of generous incentives through the Focus on Energy program that were set to expire on December 31, 2015. Based on the current street light rate design, the optimal solution was to pursue City-owned, Utility-maintained lighting for these replacements. Paired with a member-loan from WPPI Energy, the annual loan payments are estimated to be less than the annual energy payments.

The project replaced 238 x 100 Watt high pressure sodium fixtures to 50 Watt LED. Annual cost savings are estimated at \$6,974 per year. After rebates and incentives are factored in, the amount of the loan from WPPI Energy will be \$55,793. The loan carries a one-time 1% administration fee of \$557.93, and is zero percent interest over a 10-year term. The project is nearing completion and the final component is to complete the loan documents.

Approval Requested

WPPI Energy requires authorization by resolution from the common council to approve the loan and issue the final documents. Staff recommends approving the resolution authorizing borrowing from WPPI Energy for the LED street lighting project.

**COMMON COUNCIL
OF THE
CITY OF NEW RICHMOND**

RESOLUTION #121502

RESOLUTION AUTHORIZING BORROWING FROM WPPI ENERGY

WHEREAS, the **City of New Richmond, WI** (the "Municipality") intends to **install energy efficient LED Street Lighting** (the "Project");

WHEREAS, in order to fund all or a portion of the Project, the Municipality intends to borrow from WPPI Energy ("WPPI") an amount not to exceed Fifty-five thousand seven-hundred ninety-one and 52/100 Dollars (\$55,791.52) at an interest rate of zero percent (0%) over a ten (10) year term (the "Loan"); and

WHEREAS, the Loan will be evidenced and secured by a promissory note from the Municipality to WPPI (the "Note") and a loan agreement by and between the Municipality and WPPI (the "Loan Agreement", and together with the Note, the "Loan Documents"); and

WHEREAS, the **Common Council** of the Municipality has determined that funding of the Project, in whole or in part, through the Loan and executing and delivering the Loan Documents in substantially the form presented is necessary and in the best interest of the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the **Common Council** of the Municipality that:

1. The Loan Documents, as presented to the **Common Council** of the Municipality, and all of the terms and conditions therein are hereby approved. The **Mayor and City Clerk** of the Municipality, or officers authorized to act in their absence, are authorized on behalf of the Municipality. The **Mayor and City Clerk** and officers authorized to act in their absence are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate, all such other documents, affidavits, agreements or instruments as may be deemed necessary by those officials in order to effectuate the Loan as contemplated in this Resolution.
2. This Resolution shall be effective immediately upon its adoption and approval.

Passed and approved this 14th day of December, 2015.

Fred Horne, Mayor

ATTEST:

Tanya Reigel, City Clerk

LOAN AGREEMENT

This Loan Agreement (this "Agreement") is entered into as of this _____ day of December, 2015, by and between WPPI Energy, a Wisconsin municipal electric company ("WPPI") and City of New Richmond, Wisconsin ("Member").

RECITALS

A. WPPI has established a low-interest loan program pursuant to which money may be loaned to members of WPPI to support eligible renewable energy projects and eligible energy efficiency projects.

B. Member has requested a loan for an eligible project (the "Project") described in the Project Information Worksheet attached to this Agreement as Exhibit A (the "Worksheet").

C. WPPI has agreed to make a loan to Member for the Project in the principal amount of **Fifty-Five Thousand Seven Hundred Ninety-Three and 00/100 Dollars (\$55,793.00)** (the "Loan") on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, WPPI and Member promise, covenant and agree as follows:

1. Terms of the Loan.

(a) The Loan.

(i) WPPI agrees on the terms and conditions hereinafter set forth to make the Loan to Member on the date of this Agreement.

(ii) The Loan will mature on **December 28, 2025** (the "Maturity Date"). The entire unpaid balance of the Loan, including principal and accrued interest and all other amounts due under or by reason of this Agreement, if not sooner paid, shall be paid in full by Member to WPPI on the Maturity Date.

(iii) Commencing in **January, 2016**, Member shall make monthly installment payments to WPPI. WPPI shall invoice Member on a monthly basis, and the due date of the invoice shall be the 28th day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. Each such monthly installment payment shall be in an amount equal to the sum of (1) accrued but unpaid interest then due (in arrears), if any, plus (2) a principal payment of **Four Hundred Sixty-Four and 94/100 Dollars (\$464.94)** (collectively, the

“Monthly Amount Due”). In addition, a one-time administrative fee equal to one percent (1%) of the original principal amount of the Loan shall be paid to WPPI with the initial monthly installment payment.

(b) Interest. No interest shall accrue on the unpaid principal balance of the Loan except in the case of (i) delinquent monthly installment payments; or (ii) the occurrence of an Event of Default (as defined below). Until the occurrence of an Event of Default, interest on delinquent monthly installment payments shall accrue daily at the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Midwest edition of The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published). From and after the occurrence of an Event of Default, interest will accrue on the unpaid principal balance of the Loan and on accrued interest outstanding from time to time under the Loan Documents at a rate of eighteen percent (18%) per annum, until the Event of Default is cured to the reasonable satisfaction of Lender.

(c) Note. Member’s obligation to repay the Loan shall be evidenced by that certain Promissory Note (the “Note”) executed by Member and delivered to WPPI as of the date of this Agreement. This Agreement and the Note are collectively referred to as the “Loan Documents” in this Agreement.

(d) Prepayment. Member may prepay the Loan, in whole in or part, at any time, without penalty or premium. The Loan is not a revolving loan, and as such, amounts prepaid by Member may not be reborrowed.

(e) Payments. All payments of principal and interest shall be made in lawful money of the United States of America and remitted to WPPI’s banking institution by the due date, or as may be otherwise designated by WPPI from time to time in writing. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or during the occurrence of an Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

2. Conditions Precedent to Loan. The obligation of WPPI to make the Loan to Member is subject to the following conditions precedent:

(a) Required Documentation. WPPI shall have received on or before the date the Loan is funded each of the following, in form and substance satisfactory to WPPI and its counsel:

(i) The Note, duly executed by Member;

(ii) A resolution on behalf of Member, authorizing the execution, delivery, and performance of the Loan Documents and each other document to be delivered pursuant to this Agreement; and

(iii) Such other approvals, opinions, or documents as WPPI may reasonably request.

(b) No Default. Member shall not be in default with respect to any loan, understanding, contract, document or agreement between Member and WPPI.

3. Representations and Warranties of Member. To induce WPPI to enter into this Agreement and make the Loan to Member, Member represents and warrants to WPPI that:

(a) Loan Documents Authorized. The execution and delivery of the Loan Documents and the performance or observance of the terms of those documents have been duly authorized by all necessary action of Member's governing body and do not contravene or violate any provision of law or any ordinance or rule or any covenant, indenture or agreement of, or binding upon, Member;

(b) Valid and Binding Obligations. This Agreement is, and the Note when delivered under this Agreement will be, legal, valid, and binding obligations of Member, enforceable against Member in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally; and

(c) Worksheet True and Correct. The description of the Project and all other information contained in the Worksheet is true and correct.

4. General Obligation Indebtedness. For the prompt payment of the Loan together with interest thereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of Member are hereby irrevocably pledged.

5. Covenants. So long as any amount of the Loan is outstanding and remains unpaid, Member covenants that, unless WPPI shall otherwise give its prior consent in writing, which consent may be withheld in the sole discretion of WPPI:

(a) Use of Loan Proceeds. Member shall use the Loan proceeds only for implementation of the Project in a manner consistent with the Loan Documents.

(b) Project Completion. Member shall complete the Project within six (6) months of the date of this Agreement. Promptly after completion of the Project, Member will provide WPPI with a certificate of completion (a "Certificate") executed by Member and in a form acceptable to WPPI. At the election of WPPI, the Certificate will be countersigned by any contractor, architect or other party involved with the Project.

(c) WPPI Access. Member will provide WPPI and WPPI's agents, employees, consultants and designees with access to the Project at all reasonable times in order to perform inspections and evaluations thereof.

(d) Installation; Compliance with Laws. Member will diligently install, maintain and operate the Project in a good and workmanlike manner in compliance with

all applicable laws, rules, ordinances and regulations and in accordance with the specifications contained in the Worksheet.

(e) Insurance. Member will maintain in effect Public liability insurance covering the Project with combined single limits for bodily injury, property damage and personal injury of at least One Hundred Thousand Dollars (\$100,000.00) per accident or occurrence.

(f) Taxes and Assessments. Notwithstanding any provision in this Agreement to the contrary, Member shall pay and discharge, when due, all taxes, assessments and other government charges upon the Project, as well as claims for labor and materials which, if unpaid, might by law become a lien or charge upon the Project.

(g) Notices. Member will provide WPPI with copies of any notices or other material correspondence or information relating to the Project or the Loan promptly after Member's receipt of the same.

6. Default and Remedies. Upon the occurrence of an Event of Default, in addition to all remedies available to WPPI under the Loan Documents, at law or in equity, all principal of and accrued interest on the Loan shall, at the option of WPPI and without notice or demand, become immediately payable. If an Event of Default has occurred and is continuing, WPPI shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of Member. Member agrees to pay all costs of collection when incurred, whether suit be brought or not, including reasonable attorneys' fees and costs of suit and preparation therefor, and to perform and comply with each of the covenants, conditions, provisions and agreements of Member contained in the Loan Documents. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies that WPPI would otherwise have. An "Event of Default" shall mean, at the option of WPPI, the occurrence of any one or more of the following:

(a) Payment Default. Member should fail to pay the principal of, or interest on, the Loan as and when due and payable, whether by acceleration or otherwise, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Member;

(b) Misrepresentation. Any representation or warranty made by Member is false or misleading in any material respect when made or deemed made or at any time;

(c) Non-Payment Default. Member fails to perform or observe any term, covenant, agreement or obligation set forth in the Loan Documents and that failure is not cured within the time period (in no event shorter than ten (10) days) specified in a notice thereof given by WPPI to Member;

(d) Involuntary Bankruptcy. A court having jurisdiction shall enter a decree or order providing for relief in respect of Member in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or

similar official) of Member or for any substantial part of its property, or ordering the winding up or liquidation of its affairs in such decree or order shall remain unstayed in effect for a period of ninety (90) days;

(e) Voluntary Bankruptcy. Member shall commence a voluntary case under any applicable bankruptcy insolvency reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Member or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any action in furtherance of the foregoing; or

(f) Cross-Default. Member defaults under any other loan, understanding, contract, document or agreement between Member and WPPI.

7. Miscellaneous.

(a) Binding Effect. The parties agree that this Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns, including any holder of the Note, provided however, Member may not assign or transfer its interest or obligations under the Loan Documents without the prior written consent of WPPI, which consent may be withheld in the sole discretion of WPPI. Nothing herein shall be interpreted or construed as creating any rights in any persons other than WPPI and Member.

(b) Governing Law. The Loan Documents and the rights and obligations of the parties thereunder shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

(c) Notices. Any notices required under this Agreement shall be effective upon mailing by certified mail, return receipt requested or upon deposit with a nationally recognized overnight courier, and addressed as follows:

To WPPI: Senior Vice President – Member and Customer Services
WPPI Energy
1425 Corporate Center Drive
Sun Prairie, WI 53590

To Member: City of New Richmond
Attn: City Treasurer
156 East First Street
New Richmond, WI 54017

(d) No Waivers. No failure or delay on the part of WPPI in exercising any right, power or privilege under the Loan Documents and no course of dealing between WPPI and Member shall operate as a waiver of any provision of the Loan Documents;

nor shall any single or partial exercise of any right, power or privilege under any Loan Document preclude any other or further exercise thereof or the exercise of any other right or privilege.

(e) Headings. The headings of the sections of this Agreement have been inserted for reference and convenience only and shall not be deemed to be a part of this Agreement.

(f) Amendment and Waiver. Neither this Agreement nor any provision of this Agreement may be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Integration. This Agreement and the Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto.

(h) Indemnity. Member hereby agrees to defend, indemnify, and hold WPPI harmless from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the aforesaid enforcement of this clause) arising directly or indirectly from the activities of Member, its predecessors in interest, or third parties with whom it has a contractual relationship, or arising directly or indirectly from the violation of any environmental protection, health, or safety law, whether such claims are asserted by any governmental agency or any other person in connection with the Loan or the Project. This indemnity shall survive termination of this Agreement.

(i) Further Assurances. Member agrees to execute and deliver such further documents as may be reasonably requested by WPPI to effectuate the purposes of this Agreement.

(j) Severability. If any provision of this Agreement or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Agreement which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

(k) Conflict Between this Agreement and the Note. In the case of any ambiguity or conflict between this Agreement and the Note, this Agreement will control.

(l) Jury Trial Waiver. WPPI AND MEMBER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

(m) Maximum Rate of Interest. No provision of the Loan Documents will be deemed to require Member to pay or be liable for the payment of interest in excess of the maximum legal rate of interest (if there is any maximum) allowable under applicable law. If for any reason interest in excess of the maximum legal rate of interest is paid under the Loan Documents, as a result of acceleration or otherwise, the excess will constitute and be treated as a payment of principal under the Loan Documents, and will reduce the principal balance of the Promissory Note by the amount of the excess, or if in excess of the principal balance, the excess will be refunded to Member.

(n) Time of the Essence. Time is of the essence of the Loan Documents and every part thereof.

[Signature Page Follows]

DRAFT

In witness whereof, the WPPI and Member have caused this Agreement to be executed as of the date first written above.

WPPI ENERGY

By:

Tom Paque
Senior Vice President – Member and Customer Services

CITY OF NEW RICHMOND

By:

Print name: _____
Title: _____

By:

Print name: _____
Title: _____

[Note: When executed by member municipality that is a city, the signatures of the City Clerk and either the Mayor or City Manager are required. When executed by a member municipality that is a village, the signatures of the President and the Village Clerk are required.]

EXHIBIT A

Project Information Worksheet

[See attached]

DRAFT



Member Energy Efficiency
and Renewable Energy
Loan Program

Project Information Worksheet

MEMBER INFORMATION

City of New Richmond
Name of Member Organization

Bev Langenback, Treasurer
Name and Title of Contact Person

New Richmond Utilities
Name of Member Utility

715 246-4268
Phone Number

Mike Darrow
Name of Member Utility Manager or WPPI Energy Board Director

blangenback@newrichmondwi.gov
E-mail Address

PROJECT INFORMATION

LED street lighting retrofit
Project Description

Project Details	Requested Loan Amount [\$]	Estimated Project Impacts				Annual Cost Savings [\$ / year]
		Peak Demand Reduction [kW]	On-Peak Energy Reduction [kWh/year]	Off-Peak Energy Reduction [kWh/year]	Other Energy Reduction [Btu/year]	
LED street lighting retrofit	\$55,793	0.0	65,800			\$6,974.00
Totals:	\$55,793		65,800			\$6,974

Required Project Completion Date:	Six months after loan documents signed
Total Project Cost:	\$55,793.00
Loan Amount:	\$55,793.00
Origination Fee:	\$557.93
Monthly Loan Repayment Amount:	\$464.94
Loan Repayment Method:	Member will be invoiced monthly

Promissory Note

\$55,793.00

December __, 2015

For value received, the undersigned, City of New Richmond, Wisconsin (“Borrower”), whose mailing address is 156 East First Street, New Richmond, Wisconsin 54017, promises to pay to the order of WPPI Energy (“WPPI”), whose mailing address is 1425 Corporate Center Drive, Sun Prairie, Wisconsin 53590-9109, the principal sum of **Fifty-Five Thousand Seven Hundred Ninety-Three and 00/100 Dollars (\$55,793.00)** (the “Loan”), together with interest on the principal sum from the date of this Promissory Note until paid in full, at the rate and at the times described in this Promissory Note.

1. Interest Rate. No interest shall accrue on the unpaid principal balance of the Loan except in the case of (i) delinquent monthly installment payments; or (ii) the occurrence of an Event of Default (as defined below). Until the occurrence of an Event of Default, interest on delinquent monthly installment payments shall accrue daily at the per annum rate of interest equal to the prime lending rate as may from time to time be published in the Midwest edition of The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published). From and after the occurrence of an Event of Default, interest will accrue on the unpaid principal balance of the Loan and on accrued interest outstanding from time to time under the Loan Documents at a rate of eighteen percent (18%) per annum, until the Event of Default is cured to the reasonable satisfaction of Lender.

2. Payments. Commencing in **January, 2016**, Borrower shall make monthly installment payments of interest due (in arrears), if any, as set forth above, plus a principal payment of **Four Hundred Sixty-Four and 94/100 Dollars (\$464.94)** to WPPI. WPPI shall invoice Borrower on a monthly basis, and the due date of the invoice shall be the 28th day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. All payments of principal and interest shall be made in lawful money of the United States of America and remitted to WPPI’s banking institution by the due date, or as may be otherwise designated by WPPI from time to time in writing. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or another Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

3. Final Payment. The unpaid principal balance of the Loan, all accrued and unpaid interest, if any, and all other sums due and payable under this Promissory Note, if not sooner paid, shall be paid to WPPI in full on **December 28, 2025** (the “Maturity Date”).

4. Prepayment. The Loan may be prepaid in full or in part at any time without penalty.

5. Loan Agreement. This Promissory Note is given pursuant to and is subject to the terms of a Loan Agreement, dated as of the date of this Promissory Note between Borrower and WPPI (the “Loan Agreement”).

6. General Obligation Debt. For the prompt payment of this Promissory Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of Borrower are hereby irrevocably pledged. This Promissory Note is issued pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the costs of improvements to Borrower's electric utility, all as authorized by a resolution of Borrower's governing body (the "Governing Body") duly adopted at a meeting held on [_____, 20__]. Said resolution is recorded in the official minutes of the Governing Body for said date.

7. Default and Remedies. At the option of WPPI, the occurrence of one or more of the following shall constitute a default by Borrower under this Promissory Note (an "Event of Default"):

(a) Borrower fails to make any payment to WPPI when due, whether by acceleration or otherwise, under this Promissory Note, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Borrower; or

(b) Borrower is in default beyond any applicable notice and cure period under the Loan Agreement.

Without limiting any rights and remedies of WPPI at law, in equity or under the Loan Agreement, at the election of WPPI upon the occurrence of an Event of Default, the principal balance of the Loan remaining unpaid, together with accrued interest thereon, shall become immediately due and payable. Borrower agrees to pay all costs of collection when incurred, whether suit be brought or not, including reasonable attorneys' fees and costs of suit and preparation therefor, and to perform and comply with each of the covenants, conditions, provisions and agreements of the Borrower contained in this Promissory Note and the Loan Agreement. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies that WPPI would otherwise have.

8. Maximum Rate of Interest. No provision of this Promissory Note or the Loan Agreement will be deemed to require Borrower to pay or be liable for the payment of interest in excess of the maximum legal rate of interest (if there is any maximum) allowable under applicable law. If for any reason interest in excess of the maximum legal rate of interest is paid under this Promissory Note, as a result of acceleration or otherwise, the excess will constitute and be treated as a payment of principal under this Promissory Note, and will reduce the principal balance of this Promissory Note by the amount of the excess, or if in excess of the principal balance, the excess will be refunded to Borrower.

9. Waivers.

(a) Borrower hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest, and diligence in collection. Borrower hereby agrees that WPPI may: (i) extend the time of payment of the amounts outstanding or due under this Promissory Note; (ii) reduce the payments on this Promissory Note; (iii) release anyone liable for any of the amounts outstanding or due under this Promissory Note; (iv) accept a renewal of this Promissory Note; (v) join in any extension or

subordination agreement with respect to the indebtedness evidenced by this Promissory Note; or (vi) agree in writing with Borrower to modify the rate of interest of this Promissory Note. Maker further waives, to the extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Promissory Note.

(b) Borrower hereby agrees that none of actions specified in the preceding paragraph shall: (i) affect the obligation of Borrower to pay the outstanding principal balance of this Promissory Note and to observe the covenants of Borrower contained in this Promissory Note and the Loan Agreement; (ii) require the giving notice to, or the obtaining the consent from, Borrower, or the successors or assigns of Borrower; or (iii) result in the incurrence of any liability on the part of WPPI.

(c) Neither (i) the failure of WPPI to exercise its option to accelerate this Promissory Note when that option becomes available, nor (ii) any delay or omission on the part of WPPI in exercising any right hereunder or under the Loan Agreement, shall operate as a waiver of that option and right or of any other right hereunder or under the Loan Agreement. WPPI's acceptance of any payment or partial payment after the occurrence of an event of default, even though marked "Payment in Full," shall not constitute waiver of the default or WPPI's rights and remedies upon such default. No waiver by WPPI shall be effective unless it is in writing, signed by WPPI.

10. Choice of Law. This Promissory Note and any proceedings on it shall be governed and construed in all respects and under all circumstances by the laws of the State of Wisconsin.

11. Severability. If any provision of this Promissory Note or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Promissory Note which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

12. Notices. Whenever WPPI or Borrower desires to give any notice to the other, it shall be sufficient for all purposes if the notice is personally delivered, sent by registered or certified United States mail, postage prepaid, or sent by nationally recognized overnight courier, addressed to the intended recipient at the address listed at the beginning of this Promissory Note for the Borrower, or such other address as hereafter specified in writing, and for WPPI at the address listed at the beginning of this Promissory Note, or such other address as hereafter specified in writing.

13. Successors. Borrower includes any successors, heirs, representatives, or assigns of Borrower, provided that Borrower may not assign or transfer its interest or obligations under this Promissory Note or the Loan Agreement without the prior written consent of WPPI, which consent may be withheld in the sole discretion of WPPI. All rights, powers, privileges and immunities herein granted to WPPI shall extend to its successors and assigns and any other legal holder of this Promissory Note, with full right by WPPI to assign and/or sell the same.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

CITY OF NEW RICHMOND

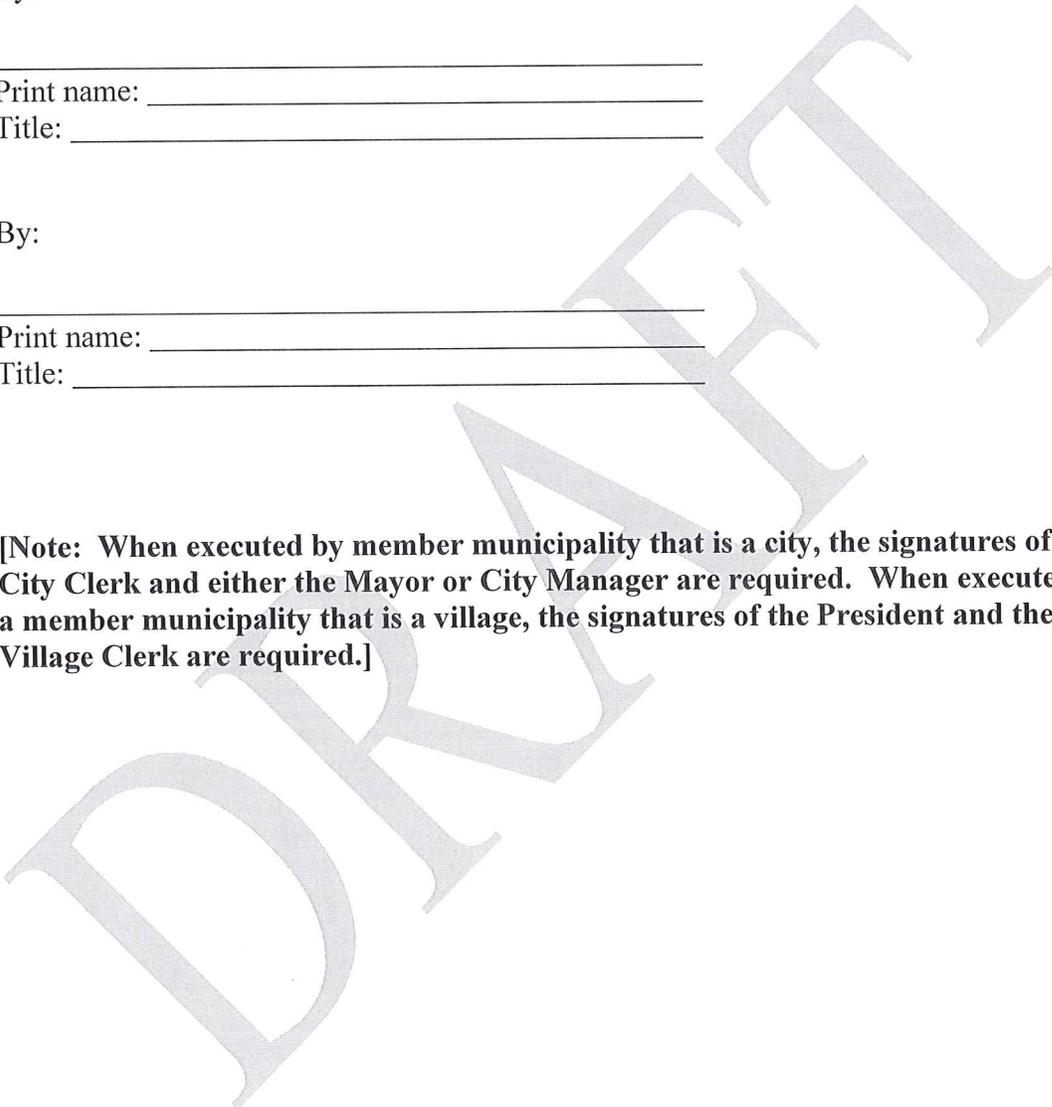
By:

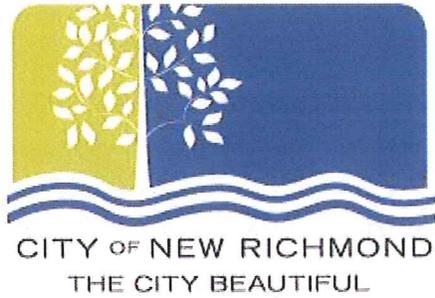
Print name: _____
Title: _____

By:

Print name: _____
Title: _____

[Note: When executed by member municipality that is a city, the signatures of the City Clerk and either the Mayor or City Manager are required. When executed by a member municipality that is a village, the signatures of the President and the Village Clerk are required.]





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

TO: Mayor and City Council

FROM: Bev Langenback, City Treasurer

DATE: December 11, 2015

RE: Resolution Extending Time Period for Use of Impact Fees

Background

This resolution is needed in order to extend the time period for spending Impact Fees collected between April 11, 2006 and April 11, 2013.

Recommendation

Staff recommends approval of this resolution.

RESOLUTION #121503

A RESOLUTION EXTENDING THE TIME FOR USE OF IMPACT FEES

WHEREAS, the City of New Richmond has collected impact fees during the period Between April 11, 2006 and April 11, 2013; and

WHEREAS, impact fees collected pursuant to Ordinance No. 356 and Ordinance No. 363, which became effective on June 22, 2006 and January 4, 2007, respectively, are required to be used within seven (7) years of the date such fees were collected; and

WHEREAS, in accordance with Wis. Stat. §66.0617(9)(b) such seven (7) year period may be extended for three (3) additional years upon adoption by the City Council of a resolution stating that, due to extenuating circumstances or hardship, the City needs additional time to use the collected impact fees; and

WHEREAS, the City needs additional time to use such collected impact fees due to the following extenuating circumstances:

The City has not identified or purchased appropriate real estate for the facilities to be constructed or improved with the impact fees.

The City has not finalized a design for the facilities to be constructed or improved with the impact fees.

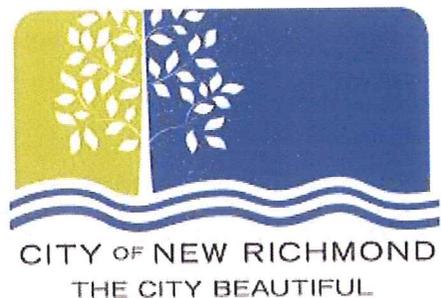
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW RICHMOND, WISCONSIN, that due to extenuating circumstances, an additional three (3) years are required to use the impact that fees that were collected pursuant to Ordinance Nos. 356 and 363, and hereby extends the period to use such impact fees for three additional years. This resolution shall be effective immediately.

Passed and approved this 14th day of December, 2015.

Frederick Horne, Mayor

ATTEST:

Tanya Reigel, City Clerk



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

TO: Mayor and City Council

FROM: Tanya Reigel, City Clerk

DATE: December 10, 2015

RE: Appointment of Republican and Democrat Election Workers

Background

Every other year in December the parties submit lists of election workers to be appointed.

Recommendation

Staff recommends approval of the Republican and Democrat Election Workers as presented.

REPUBLICAN POLL WORKERS LIST 2016-2017

WARD	ALD DIST	NAME	ADDRESS	PHONE
7	4	PELLEGRINO, JEAN	319 SOUTH ARCH AVE	246-2020
9	5	HEINBUCH, ALICE	1020 SPRUCE COURT	246-3468
9	5	ANDERSON, MARY LOU	1101 HIGHPOINT COURT	246-6485
4	2	ANDERSON, CAROLE	644 W 8TH ST UNIT B	246-3586
9	5	JOANN LA MOTTE	814 WOODLAND LANE	246-8922

DEMOCRATIC POLL WORKERS LIST 2016-2017

WARD	ALD DIST	NAME	ADDRESS	PHONE
6	3	OLSON, ROBERT	1438 CREEKWOOD DRIVE	246-4086
6	3	OLSON, HENRI	1438 CREEKWOOD DRIVE	246-4086
5	3	FALL, SHARON	579 WEST EIGHTH STREET	246-6239
11	6	BRIDGE, MARYJANE	1744 SEQUOIA LANE	246-9407
13	6	ANDERSEN, EARL	1463 WOOD DUCK LANE	246-4732
2	1	SPRINGER, ROSEMARY	190 SAWMILL LANE #8	246-0533
7	4	TIA CLARK	254 SOUTH ARCH AVENUE	246-2808



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

TO: Mayor and City Council

FROM: Jeremiah Wendt, Public Works Director

DATE: December 11, 2015

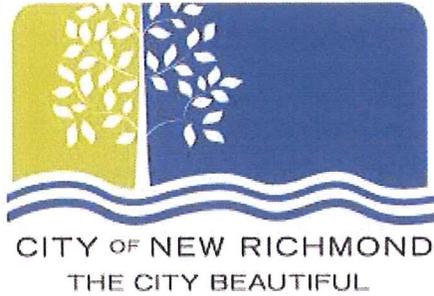
RE: Plow Truck Financing

Background

The City Council recently approved the purchase of a new tandem axle plow truck in the Public Works Department. As indicated when the purchase was approved, the City placed a down payment on the truck and needs to secure financing to pay the balance over the next 2 years.

Recommendation

Staff recommends approval of a loan from Bremer Bank for \$85,000 to be repaid in two installments (2016 and 2017) at an annual interest rate of 2.625%



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

TO: Mayor and City Council

**FROM: Jeremiah Wentz, Public Works Director and
Michael Mroz, Operations Manager**

DATE: December 11, 2015

RE: Bids – 1½ Ton Duel-Rear Wheel Pickup

Background

Based on the Council’s direction at the September meeting, staff has solicited quotes for a new 1 ½ Ton pickup truck that would serve in the City of New Richmond’s snow removal, material hauling, and street maintenance operations. The specifications of the desired truck include a diesel engine, automatic transmission with 4x4 capabilities, front plow prep package, 11’ dump box with drop sides and cab shield, minimum 16,000 GVW, and all necessary safety lights and features.

As an aside, staff received quotes for two truck types. The first being chassis only trucks that would require the equipment package to be added. The second are trucks that are ready-made. Ready-made trucks come completely equipped and are ready for work from the day of purchase.

Staff received quotes from Truck Utilities Inc, Monroe, Universal, and Crysteel for the equipment package that would be added to any selected truck chassis. The quotes are:

COMPANY	QUOTE
Truck Utilities Inc.	10,425.00
Monroe Truck Equipment	10,399.00
Universal Truck Equipment	13,985.00
Crysteel Truck Equipment	10,640.00

Since the price for the Monroe package is the lowest bid, that number is used in the truck comparison below.

The following quotes were received for the Public Works Dual Rear Wheel Truck:

<i>Dealer (Model)</i>	<i>Chassis or Truck Price</i>	<i>Equipment Price</i>	<i>Sub-Total</i>	<i>Trade Value (03 F550)</i>	<i>TOTAL</i>	<i>Availability</i>
<i>River Valley Ford</i>						
F550	43,996.00	10,399.00	54,395.00	9,000.00	45,395.00	March 2016
<i>BERNARD'S</i>						
5500	48,858.00	10,399.00	59,257.00	12,500.00	46,757.00	Jan. 2016
5500-Crew Cab <i>ready-made</i>	60,459.00		60,459.00	12,500.00	47,959.00	Dec. 2015
<i>Scaffiddi Trucks (Stevens Point)</i>						
F550 <i>ready-made</i>	60,335.00		60,335.00		60,335.00	Dec. 2015
<i>Boyer Trucks</i>						
F550	48,616.00	10,399.00	59,015.00		59,015.00	Jan. 2016

- Staff was unable to receive trade in values from Boyer Trucks and Scaffiddi Trucks because both are located out of the area. If the council decides to choose a truck from one of those companies, the city would solicit sealed bids for our 2003 Ford F550.

Recommendation

Staff recommends purchase of the Ram 5500 from Bernard's for \$46,757. While this is not the lowest bid, it is within \$1,362 of the low bid, is from a local business, and allows us to have the equipment within approximately one month.



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

TO: Mayor and City Council
FROM: Jeremiah Wendt, Public Works Director
DATE: December 10, 2015
RE: Paperjack Drive Reconstruction

Background

As requested by the City Council, Staff held a second public open house to discuss the Paperjack Drive project. The primary objectives of this second meeting were as follows:

- Present recommendations and justification similar to what was presented to the Council on November 9, 2015
- Inform residents of specific trees that would be removed as part of the project
- Get feedback from residents on whether they prefer a sidewalk or trail on the north side of the street (the two most popular options from the first meeting)
- Get feedback from residents on whether they prefer trees planted between the sidewalk/trail and the curb, or behind the sidewalk/trail

Prior to the meeting, staff marked the approximate sidewalk location with flags and tied ribbons around trees that would have to be removed for the sidewalk. The total number of trees that would be removed for the sidewalk is 6 (4 of these are ash trees), and the number climbs to about 20 for a trail.

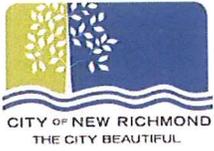
Staff presented the information as outlined above, including the distinction between City maintenance of a trail and resident maintenance of a sidewalk, and solicited feedback. The comments received from residents at this meeting are summarized on the attached sheets. Additionally, residents in attendance preferred a sidewalk over a trail 7-3, and preferred trees between the sidewalk and curb versus behind the sidewalk 9-2. These preferences align with the City's subdivision ordinance, as well as staff recommendations from the November 9 City Council meeting.

Recommendation

Based on feedback from residents, information in the City's ordinance, and input from the City's consultant, staff recommends that we begin final design of Paperjack Drive with the following guidelines:

- 5' Sidewalk will be constructed 5' north of the north curb
- New trees will be planted between the sidewalk and curb at approximately 50' spacing
- Existing roadway placement and width will be maintained
- Existing surmountable curb will be replaced with barrier curb
- Design will consider the following traffic calming features:
 - Curb bumpouts or median islands at transition points and pedestrian crossings
 - Inlaid Crosswalks
 - Striped centerline and parking lanes
 - Bicycle sharrows
 - Active warning lights at pedestrian crossings
 - Speed detection on the east end of the project
- The eastern extent of the project limits will be the Paperjack Creek Trail. A future phase of the project may be considered to extend bike/pedestrian accommodations to 140th Street on the east. Funding may be available through Safe Routes to School or the Transportation Alternatives Program, but would not align with the planned timing of the current reconstruction project being considered. Staff will investigate options for routing this trail, and bring back cost estimates for multiple options for the Council's consideration in the future.

City staff is recommending approval to move forward with design of the project at this time to ensure that the timeline to construct this project in 2016 is not delayed.



2016 Paperjack Drive Improvements



Public Open House #2

Comments and Feedback

Date: December 3, 2015

Time of Open House: 5:30 p.m. – 7:00 p.m.

1. It has taken 30 years for the tree in my yard to mature, and I don't want it replaced with a small 1" diameter tree. Would the City be willing to replace it with a bigger tree, like a 4" or 5" diameter soft maple, if I paid the difference in cost?
2. Can the property owners have a choice of tree species that they want planted in their front yard?
3. When will the trees be removed, and will the project include the removal of the stumps?
4. The location of where the trees are planted will attract the dogs that are being walked down the sidewalk, so this should be considered when deciding which side of the sidewalk the trees should be planted on.
5. Can Hallewood Blvd. be opened up to Richmond Way as a temporary connection during the project to give traffic another access to the area?
6. Will I have access to my home during the entire project duration?
7. Can stop signs be installed at the church driveway and at Hillside Court where it meets Paperjack Drive?
8. Will we get a concrete driveway, and if so, what type?
9. I have my address stamped into my asphalt driveway. Can I get the address re-stamped into the new driveway?
10. If I am interested in having the contractor replace my driveway all the way up to the garage, how do I do that?

11. I live in the area where there will be some sewer replacement work done in the street. If I am interested in getting my sanitary or water service replaced all the way to the house, how do I do that?
12. I live on Paperjack just west of Hallewood. My curb box is in my driveway and I would like to get it moved out of the driveway. Can the relocation of my service be included in the project?
13. It was suggested that a letter be sent to the residents with a list of questions relating to the project. The questions could include items like the type of new tree they would prefer in front of their home, whether they are interested in replacing the driveway all the way to their house, etc.
14. Can a concrete pad be poured around the mail box banks, to accommodate all the foot traffic in those areas?
15. Can a motion activated speed sign be installed on the east end of the street, similar to what is on the west end?
16. The soils on the west end of this project are going to be a concern. The street is soft and breaks up after the frost goes out of the ground.
17. Should there be a marked cross walk between the church driveway and the trail on the north side? There is a lot of pedestrians crossing at this location.
18. Can we have some "Caution – Children" signs put up on this road?
19. Can we get more police enforcement on this road?
20. I live at 965 Paperjack, which is the house next to the trail going north. My driveway is fairly steep, and I am wondering how the new sidewalk will affect that? How will the existing retaining wall along the west side of the existing trail be affected with the new sidewalk? People park in front of my house to walk the trail, and I would like the City to consider marking the street in front of my house as private or reserved parking only. People also turn around regularly in my driveway, and I would like a sign indicating that my driveway is a private drive. Also, there are some trees and brush on the north side of Paperjack east of my property that block the view at the trail, and these trees should be trimmed or removed.
21. Can the construction be completed while school is out of session?
22. Can the sidewalk be placed directly behind the curb instead of 5' behind it?
23. Total people in attendance – approximately 18 residents plus 3 from City/SEH
24. Dot Count:
 - a. Option 1 (asphalt trail north side): 3
 - b. Option 2 (sidewalk north side): 7
 - c. Option A (new trees between walk and curb): 9
 - d. Option B (new trees north of walk, closer to homes): 2



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

TO: Mayor and City Council

FROM: Jeremiah Wendt, Public Works Director

DATE: December 11, 2015

RE: Paperjack Drive Bike/Pedestrian Resolution

Background

Staff recently applied for funding for the Paperjack Drive project through the Wisconsin DOT Municipal Street Improvement – Discretionary (MSID) program. One requirement for funding through this program is that if bike and pedestrian accommodations do not exist on the street to be reconstructed, the municipality must pass a resolution indicating that they will be constructed as part of the proposed project.

Recommendation

Staff recommends approval of Resolution #121504.

RESOLUTION #121504
PAPERJACK DRIVE RECONSTRUCTION:
BIKE/PEDESTRIAN IMPROVEMENTS

Whereas, the City of New Richmond intends to reconstruct Paperjack Drive from Charleston Drive to the beginning of the Paperjack Creek Trail in 2015; and

Whereas, no bike or pedestrian accommodations currently exist on Paperjack Drive from Charleston Drive to the beginning of the Paperjack Creek Trail; and

Whereas, the City's 2003 Bike and Pedestrian Comprehensive Plan identified this route as needing bike/pedestrian improvements; and,

Whereas, this route is used by many bicyclists and pedestrians to access homes and schools in the surrounding neighborhood;

Now, therefore, be it resolved that the City of New Richmond affirms that bike/pedestrian improvements will be constructed as part of the Paperjack Drive reconstruction project.

Passed and approved: December 14, 2015.

Frederick Horne, Mayor

ATTEST:

Tanya Reigel, Clerk



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

MEMORANDUM

TO: Mayor and City Council

FROM: Jeremiah Wendt, Director of Public Works
Noah Wiedenfeld, Management Analyst

DATE: December 11, 2015

SUBJECT: Sidewalk Ordinance Amendment

BACKGROUND

At the November 9th regular City Council meeting, City staff presented proposed changes to City ordinances pertaining to sidewalk construction and repair. City staff was asked to make some wording changes in order to improve clarity with regard to the Property owner's role and the City's role in replacing the sidewalk. City staff was also directed to explore the possibility of an economic hardship deferral for special assessments for residents who cannot afford the cost of repairing or replacing the sidewalk.

ANALYSIS

City staff reviewed state statutes and contacted other city governments regarding their economic hardship deferral policies for special assessments. Information from over twenty cities was collected. Some cities do provide an economic hardship deferral opportunity, but this is utilized in cases where the assessment is thousands of dollars and could put the homeowner at risk of losing their homestead. Typically, a lengthy application and review process is required, and there is also a large amount of administrative cost and time required for establishing such a program.

Under the proposed revisions, property owners will pay 50% of the cost of sidewalk repairs and replacements. At an estimated cost of \$20 per lineal foot, a property owner with 80 feet of sidewalk would therefore pay \$800 in one sum, or 5 annual payments of \$189.92.

RECOMMENDATION

City staff recommend adoption of the revised ordinance, and not proceeding with an economic hardship deferral for special assessments given that property owners have the option of paying their assessment over five years and that this annual cost is unlikely to jeopardize ownership of their property.

Sec. 70-3. - Sidewalk construction and repair.

(a)

Procedures. Not less than annually, the Public Works Committee will make a recommendation to the Common Council for the construction of new sidewalks, and the repair/replacement of existing sidewalks. The Common Council may determine that sidewalks be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks pursuant to this section.

(b)

Cost of new construction. If the Common Council determines that a new sidewalk shall be constructed in a location where a street exists, but no sidewalk currently exists, the costs of the sidewalk construction shall be borne by the City.

(ec)

Repair or replacement. Pursuant to Wis. Stats. § 66.0907, the Common Council may order the repair, removal, or replacement of any sidewalk that is deemed to be unsafe, defective, insufficient, or damaged by the acts of a property owner or his agents. Fifty percent (50%) of the cost of repairs or replacements of existing sidewalks will be borne by the City, with the other 50% borne by the property owner. The cost to construct the sidewalk will be determined each year based on current market pricing, and applied on a lineal foot basis when calculating the abutting property owner's share. Property owners can pay the bill in one lump sum, or choose to have the bill placed upon the tax roll as a special tax against said lot or parcel to be repaid over 5 years at an annual interest rate of 6%. Property owners have the option of making repairs and replacements to existing sidewalks themselves rather than by City staff, but must obtain a permit and construct the sidewalk according to required specifications, as described in 70-3-e, 70-3-f, and 70-3-g, below.

~~Pursuant to Wis. Stats. § 66.0907, the Common Council may order at any time property owners to repair or remove and replace any sidewalk abutting their property which is unsafe, defective or insufficient, or which is damaged by the acts of the property owner or his agents.~~

~~If the property owner shall fail to so repair or remove and replace such sidewalk within 60 days after service of the notice provided in Wis. Stats. § 66.0907(3)(c), the Common Council or its designee shall repair or construct such sidewalk and the City Clerk-Treasurer shall bill 50% of the cost thereof to the Property Owner. The cost to construct the sidewalk will be determined each year based on current market pricing, and applied on a per lineal foot basis when calculating the abutting property owner's share. The property owner shall have the option to pay the bill in one lump sum or to have it placed upon the tax roll as a special tax against said lot or parcel of land, to be repaid over 5 years at an annual interest rate of 6%.~~

(ed)

Minor repairs. Nothing in this section shall apply to minor repairs, the cost of which does not exceed \$100.00; such repairs may be made at the direction of the Council without notice, and the cost thereof will be borne by the City.

(ee)

Permit. No person shall hereafter lay, remove, replace or repair any public sidewalk within the City unless ~~he~~ the person is under contract with the City to do such work or has obtained a permit ~~therefor~~ e from the Street Superintendent or his designee at least seven days before work is proposed to be undertaken. No fee shall be charged for such permits. Such a permit shall be issued upon a showing that there will be compliance with all applicable laws, standards and ordinances.

(ef)(f)

Nonconforming sidewalks. ~~No~~ A sidewalk ~~which shall be~~ constructed contrary to the provisions of this section shall not be considered a legal sidewalk, and ~~the same~~ may be ordered to be replaced with a legal sidewalk ~~and with one~~ that is in conformity with this section, the same as if no sidewalk ~~whatso~~ ever had been built or constructed in the place where any such sidewalk is located.

(g)

Sidewalk specifications.

(1)

General. Concrete sidewalk construction shall meet the specifications and provisions set forth in this section and shall be constructed in locations and to line and grade as established by the City.

(2)

Subgrade. Subgrade shall be two inches of sand fill, thoroughly and uniformly compacted and brought to correct grade placing of concrete and thoroughly wet down immediately before concrete is placed. Soft, porous and unsuitable subgrade material shall be removed and replaced with sand or other satisfactory material, and the subgrade shall be thoroughly and uniformly compacted and moistened immediately before the concrete is placed. On embankments, the subgrade shall extend at least one foot beyond each edge of the sidewalk.

(3)

Concrete. The minimum quantity of cement per cubic yard shall be six sacks of 94 pounds each. Concrete shall be mixed for at least one minute. Gravel shall be of good quality and washed. Concrete shall test 3,000 pounds compression in 28 days.

(4)

Forms. Concrete shall be placed in straight forms of wood or metal of sufficient strength to resist springing, tipping or other displacement during the process of depositing and consolidating the concrete. Concrete shall be placed in the forms on a moist subgrade,

deposited just above the finished grade and consolidated and spaded sufficiently to bring the mortar to the surface and to prevent honeycombing. It shall then be struck off level with the top of the forms and finished with wooden flats. Forms shall be securely fastened, staked, braced and held firmly to required line and shall be sufficiently tight to prevent leakage of mortar, and all forms shall remain in place for 24 hours after pour.

(5)

Jointing, floating and finishing. Soon after screening and while the concrete is still plastic, the surface shall be floated with wood, cork or metal floats or by a finishing machine. At all places where the sidewalk intersects another sidewalk or curblines, a one-half inch expansion joint shall be placed. Transverse expansion joints of one-half inch thick and four inches wide and five feet long or premolded material shall be located every 30 feet. Sidewalks must be marked off to make blocks five-foot square and be at right angles to the parallel lines. Any new sidewalk adjoining an old sidewalk or a sidewalk which abuts curb and gutter shall have one-half by four-inch expansion joints of premolded material.

(6)

Slope. All forms must be approved by the Street Superintendent or designee before concrete is poured. To provide adequate drainage, the sidewalk shall slope toward the curb at a minimum rate of one-fourth inch per foot of width of sidewalk. All joints and edges shall be finished with a one-fourth inch radius edging tool. Sidewalks shall be constructed within the limits of the street, and unless otherwise specifically indicated, there shall be a one-foot strip of street property left between the property line and the edge of the sidewalk.

(7)

Width and thickness. Residential walks shall be 4½ feet in width and not less than four inches thick, except within driveway approaches where the minimum thickness shall be six inches, provided that walks in residential areas may be repaired or replaced to a width not less than the existing width. Sidewalks in front of commercial or industrial establishments shall have a width as determined by the Common Council and be five inches thick, except within driveway approaches where the minimum thickness shall be seven inches.

(8)

Finishing. The concrete shall be struck off true to grade, finished smooth and given a broom finish in transverse direction. Edges and joints shall be given a finish with a one-quarter inch radius edging tool. Dry cement shall not be spread on a wet surface to take up excess water. Finishing operations shall be delayed until water has disappeared. No tool marks shall be left on exposed surfaces. In case of rain, the walk shall be covered to protect the surface from being damaged. Walks shall be kept free from all traffic at normal temperatures for 48 hours and in cold weather (below 50 degrees Fahrenheit) for 96 hours.

(9)

Curing and drying. As soon as any of the concrete work herein before mentioned has been finished and hardened sufficiently to prevent excessive marring of the surface, it

shall be cured and protected against rapid drying. Failure to comply with this requirement shall be deemed sufficient cause for suspension of the work. Curing shall be accomplished by the impervious coating, wet fabric or paper methods. For impervious coating or membrane curing, only those materials meeting requirements of ASTM Spec. C156-44T, "Method of Test for Efficiency of Materials for Curing Concrete" shall be used. Said specifications are hereby adopted by reference as if fully set forth herein.

(10)

Cold weather requirements for forms. When the temperature is less than 40 degrees Fahrenheit, all concrete placed in the forms shall have a temperature between 50 degrees Fahrenheit and 70 degrees Fahrenheit and shall meet the requirements as per Wisconsin Department of Transportation specifications for cold weather concrete.

ORDINANCE #481

THE COMMON COUNCIL OF THE CITY OF NEW RICHMOND DOES ORDAIN AS FOLLOWS:

Section 70-3 shall be repealed and recreated as follows:

Sec. 70-3. - Sidewalk construction and repair.

(a)

Procedures. Not less than annually, the Public Works Committee will make a recommendation to the Common Council for the construction of new sidewalks, and the repair/replacement of existing sidewalks. The Common Council may determine that sidewalks be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks pursuant to this section.

(b)

Cost of new construction. If the Common Council determines that a new sidewalk shall be constructed in a location where a street exists, but no sidewalk currently exists, the costs of the sidewalk construction shall be borne by the City.

(c)

Repair or replacement. Pursuant to Wis. Stats. § 66.0907, the Common Council may order the repair, removal, or replacement of any sidewalk that is deemed to be unsafe, defective, insufficient, or damaged by the acts of a property owner or his agents. Fifty percent (50%) of the cost of repairs or replacements of existing sidewalks will be borne by the City, with the other 50% borne by the property owner. The cost to construct the sidewalk will be determined each year based on current market pricing, and applied on a lineal foot basis when calculating the abutting property owner's share. Property owners can pay the bill in one lump sum, or choose to have the bill placed upon the tax roll as a special tax against said lot or parcel to be repaid over 5 years at an annual interest rate of 6%. Property owners have the option of making repairs and replacements to existing sidewalks themselves rather than by City staff, but must obtain a permit and construct the sidewalk according to required specifications, as described in 70-3-e, 70-3-f, and 70-3-g, below.

(d)

Minor repairs. Nothing in this section shall apply to minor repairs, the cost of which does not exceed \$100.00; such repairs may be made at the direction of the Council without notice, and the cost thereof will be borne by the City.

(e)

Permit. No person shall hereafter lay, remove, replace or repair any public sidewalk within the City unless the person is under contract with the City to do such work or has obtained a permit therefore from the Street Superintendent or his designee at least seven days before work is proposed to be undertaken. No fee shall be charged for such permits. Such a permit shall be issued upon a showing that there will be compliance with all applicable laws, standards and ordinances.

(f)

Nonconforming sidewalks. A sidewalk constructed contrary to the provisions of this section shall not be considered a legal sidewalk, and may be ordered to be replaced with a legal sidewalk that is in conformity with this section, the same as if no sidewalk whatsoever had been built or constructed in the place where any such sidewalk is located.

(g) *Sidewalk specifications.*

(1)

General. Concrete sidewalk construction shall meet the specifications and provisions set forth in this section and shall be constructed in locations and to line and grade as established by the City.

(2)

Subgrade. Subgrade shall be two inches of sand fill, thoroughly and uniformly compacted and brought to correct grade placing of concrete and thoroughly wet down immediately before concrete is placed. Soft, porous and unsuitable subgrade material shall be removed and replaced with sand or other satisfactory material, and the subgrade shall be thoroughly and uniformly compacted and moistened immediately before the concrete is placed. On embankments, the subgrade shall extend at least one foot beyond each edge of the sidewalk.

(3)

Concrete. The minimum quantity of cement per cubic yard shall be six sacks of 94 pounds each. Concrete shall be mixed for at least one minute. Gravel shall be of good quality and washed. Concrete shall test 3,000 pounds compression in 28 days.

(4)

Forms. Concrete shall be placed in straight forms of wood or metal of sufficient strength to resist springing, tipping or other displacement during the process of depositing and consolidating the concrete. Concrete shall be placed in the forms on a moist subgrade, deposited just above the finished grade and consolidated and spaded sufficiently to bring the mortar to the surface and to prevent honeycombing. It shall then be struck off level with the top of the forms and finished with wooden flats. Forms shall be securely fastened,

staked, braced and held firmly to required line and shall be sufficiently tight to prevent leakage of mortar, and all forms shall remain in place for 24 hours after pour.

(5)

Jointing, floating and finishing. Soon after screening and while the concrete is still plastic, the surface shall be floated with wood, cork or metal floats or by a finishing machine. At all places where the sidewalk intersects another sidewalk or curblin, a one-half inch expansion joint shall be placed. Transverse expansion joints of one-half inch thick and four inches wide and five feet long or premolded material shall be located every 30 feet. Sidewalks must be marked off to make blocks five-foot square and be at right angles to the parallel lines. Any new sidewalk adjoining an old sidewalk or a sidewalk which abuts curb and gutter shall have one-half by four-inch expansion joints of premolded material.

(6)

Slope. All forms must be approved by the Street Superintendent or designee before concrete is poured. To provide adequate drainage, the sidewalk shall slope toward the curb at a minimum rate of one-fourth inch per foot of width of sidewalk. All joints and edges shall be finished with a one-fourth inch radius edging tool. Sidewalks shall be constructed within the limits of the street, and unless otherwise specifically indicated, there shall be a one-foot strip of street property left between the property line and the edge of the sidewalk.

(7)

Width and thickness. Residential walks shall be 4½ feet in width and not less than four inches thick, except within driveway approaches where the minimum thickness shall be six inches, provided that walks in residential areas may be repaired or replaced to a width not less than the existing width. Sidewalks in front of commercial or industrial establishments shall have a width as determined by the Common Council and be five inches thick, except within driveway approaches where the minimum thickness shall be seven inches.

(8)

Finishing. The concrete shall be struck off true to grade, finished smooth and given a broom finish in transverse direction. Edges and joints shall be given a finish with a one-quarter inch radius edging tool. Dry cement shall not be spread on a wet surface to take up excess water. Finishing operations shall be delayed until water has disappeared. No tool marks shall be left on exposed surfaces. In case of rain, the walk shall be covered to protect the surface from being damaged. Walks shall be kept free from all traffic at normal temperatures for 48 hours and in cold weather (below 50 degrees Fahrenheit) for 96 hours.

(9)

Curing and drying. As soon as any of the concrete work herein before mentioned has been finished and hardened sufficiently to prevent excessive marring of the surface, it shall be cured and protected against rapid drying. Failure to comply with this requirement shall be deemed sufficient cause for suspension of the work. Curing shall be accomplished by the impervious coating, wet fabric or paper methods. For impervious coating or membrane curing, only those materials meeting requirements of ASTM Spec. C156-44T, "Method of Test for Efficiency of Materials for Curing Concrete" shall be used. Said specifications are hereby adopted by reference as if fully set forth herein.

(10)

Cold weather requirements for forms. When the temperature is less than 40 degrees Fahrenheit, all concrete placed in the forms shall have a temperature between 50 degrees Fahrenheit and 70 degrees Fahrenheit and shall meet the requirements as per Wisconsin Department of Transportation specifications for cold weather concrete.

This ordinance shall take effect immediately upon its passage and publication as provided by law.

Passed and approved: December 14, 2015

Published and effective: December 24, 2015

Fred Horne, Mayor

ATTEST:

Tanya Reigel, City Clerk



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

TO: Mayor and City Council

FROM: Jeremiah Wentz, Public Works Director

DATE: December 11, 2015

RE: Rotary Proposal for Mary Park – Christmas 2016

Background

As a service organization of the New Richmond area, the Rotary Club of New Richmond is interested in giving back to the residents of New Richmond by way of a beautiful holiday display beginning the holiday season of 2016.

Our idea stems from the Rotary Lights of La Crosse that has been delighting area residents and drawing crowds in to Riverside Park in the City of La Crosse, by the thousands for more than 20 years (www.rotarylites.org). The mission of the Rotary Lights will be to help feed the hungry of the St. Croix Valley.

With the councils' blessing, we wish to utilize Mary Park for this annual event. The navigation and drive through nature of Mary Park make this the ideal setting for a holiday display. Visitors will enter and exit in the already designated locations. The park will be adorned with lights from the band shell and east through the park. The display will be free to the public and we will ask for a non-perishable food item, paper product, or cash donation for those that go through. The holiday lights display will begin in a modest fashion in the first year and progress towards bigger and more amazing displays as the years go on. The lights purchased will all be energy efficient LED lights and it is our wish to begin purchasing these lights immediately following Christmas yet this year in order to maximize the use of dollars during optimal sales times. The cost to run the LED lights for a few hours daily during the holiday month will be minimal and cause little impact on the electric needs of residents and businesses in the area.

The funding of the lights will be the responsibility of the Rotary Club of New Richmond and any organization that it may partner with to grow the display over the years. The park would open for viewing enjoyment the day after Thanksgiving and be lit from 5-10pm daily, until December 31st. Visualize hundreds of cars viewing the beauty that is Mary Park, now enhanced by the sights and sounds of Christmas (potentially sounds!). Visitors travel to see the sights, enjoy a meal in a local restaurant and/or shop in our retail locations. Economic impact opportunity is now taking place with the added attraction of the Rotary Lights.

The Rotary Club of New Richmond is asking the New Richmond Park Board, the City of New Richmond and it's council, for the blessing to move forward with the planning of such a project that would utilize the park for Rotary Lights of New Richmond. It is our intent to work cooperatively with city utilities and the parks department for all logistical, power and safety needs. Further, the Rotary Club of New Richmond will facilitate the storage of the holiday lights year-to-year. This event is meant to be a drive-through and/or walk through opportunity for all to enjoy.

Please consider this request with an immediate approval so that we may begin advanced planning of this project. We are beyond excited to have something amazing to give back to the area residents and hope that the City of New Richmond will see this as a beneficial and an exciting opportunity, as well!

Best regards,

Lisa Woletz

President

Rotary Club of New Richmond

Recommendation

The Park Board has recommended approval of this concept, with the understanding that there are many details that will need to be worked out over the next year related to electrical services, utility costs, and other logistic considerations.