

**AGENDA FOR COUNCIL MEETING**  
**CITY OF NEW RICHMOND, WISCONSIN**  
**MONDAY, MAY 11, 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 Meetings, April 13, 2015 and April 14, 2015
2. Applications for License to Serve from Jennifer L. Rice, New Richmond; and Donald K. Schoenherr, New Richmond
3. Application for Run/Walk Permit from St. Mary's School for its annual Marathon It on October 3, 2015 from 10:00 a.m. to noon
4. Application for Fireworks Seller's Permit from Big Bam Boom Fireworks at 1470 South Knowles Avenue for June 1 to December 31, 2015
5. Application for Fireworks Seller's Permit from Jamie Gibson at 546 West North Shore Drive for June 1 to December 31, 2015
6. Application for Refuse Collection License from Steve Faacks from Gorilla Dumpster Bag
7. Permit for Amplification Devices and Exemption from Section 50-87 Loud & Unnecessary Noise from Don & Kathy Harer for August 15, 2015 4:00 p.m. to 9:00 p.m.
8. Payment of VO#57980 through VO#58099 totaling \$205,769.31 plus electronic fund transfers of \$486,888.85 for a grand total of \$692,658.16

**DEPARTMENT REPORTS:**

**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. 2015 Wisconsin Loyalty Day Parade Awards
2. Recognize Victoria Johnson – Aced the ACT's

3. Resolution #051501 - PowerUp Proclamation
4. Bid – Boiler Change-Out at City Hall
5. Freedom Park Farm Lease Amendment
6. City-Wide Alerts
7. Ordinance #476 Amending Section 2-137 City Plan Commission
8. Mayor’s Appointments
9. CDBG Grant Recommendation
10. **Utility Commission Recommendation:**
  - a. Water Tower Logo
11. **Finance Committee Recommendations:**
  - a. P-Card Policy
  - b. Soil Boring Contract
12. **Park Board Recommendation:**
  - a. Dam Stairway/Ramp Access
13. Council Work Session
14. Communications & Miscellaneous
15. Closed Session per State Statute 19.85 (1)(c)(e):
  - a. TIF #6
  - b. Employee Benefit Information and/or Wages in Which the City of New Richmond Has Jurisdiction
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.

REGULAR COUNCIL MEETING APRIL 13, 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, and Volkert

Members Absent: Alderman Zajkowski, Student Representatives Elliot Smallidge and Victoria Johnson

The Pledge of Allegiance was recited.

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

**Public Comment**

There was none.

**Consent Agenda**

1. Approval of the Minutes from the Previous Regular Council Meeting, March 9, 2015 and Special Council Meeting, March 23, 2015
2. Applications for License to Serve from Marilee B. Johnson, New Richmond; and James Wolff, Somerset
3. Application for a Parade Permit from the New Richmond Area Chamber of Commerce for July 11, 2015 at 4:00 p.m.
4. Application for Run/Walk Permit for Corn Fest on August 22, 2015 at 6:00 a.m. – 3:00 p.m.
5. Application for a Run/Walk Permit for Willow River Run on July 11, 2015 at 7:30 a.m.
6. Application for a Direct Seller's Permit and Request for Fees to be Waived:
  - a. Breanna Simon for Bee's Ice Cream from April through December 2015
  - b. Mike Thole for Street Treats Ice Cream Truck from April through September 2015
  - c. James Jackson for Coffee & Smoothie Concession Trailer from April through October 2015
7. Application for Temporary Class B Beer License from New Richmond Millers Baseball Team for May 9, 15, 20, 27, 30, June 3, 5, 6, 7, 10, 12, 14, July 1, 8, 10, 15, 18, 19, 22, 25, 26, 29, 31, and August 1, 2, 2015
8. Permit for Amplification Devices and Exemption from Section 50-87 Loud & Unnecessary Noise from Faith Community Church for June 21-26, 2015 6:00 p.m. to 9:00 p.m. each night
9. Payment of VO#57821 through VO#57979 totaling \$198,420.49 plus electronic fund transfers of \$624,945.27 for a grand total of \$823,365.76

|                          |              |
|--------------------------|--------------|
| General Fund             | \$624,431.89 |
| Impact Fees Fund         | 855.00       |
| Debt Service Fund        | 146,001.97   |
| Capital Replacement Fund | 25,945.50    |
| Landfill Cleanup Fund    | 7,280.02     |
| TIF District #6          | 4,762.28     |

Storm Water Utility 8,920.71  
Park Land Trust Fund 5,168.39

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

### **Department Reports**

**Community Development** – Beth Thompson stated that the new phone system was in last week. She also thanked the Clerk’s office and election workers for their work with the election on April 7, 2015.

**Public Works** - Jeremiah Wendt stated that the Public Works Committee discussed the bike path from Doughboy Trail to Hatfield Park. They will get the public involved with this project. More information will be coming. Jeremiah introduced Steve Skinner as the new Lead Operator at the Wastewater Treatment Plant and David Pufall as the new Operator at the Wastewater Treatment Plant. Steve has been with the City for almost ten years and just received this promotion.

**Police Department** – Gail Freiseis stated that the Law Enforcement Memorial Service will be on May 14, 2015 at the New Richmond High School at 6:00 p.m.

### **Public Hearing – Impact Fee Ordinance and Needs Assessment**

Mayor Horne declared the Public Hearing open to discuss the Impact Fee Ordinance and Needs Assessment. Beth Thompson gave a review of both items and answered questions. Nick Vivian, City Attorney, reviewed the ordinance and Cheryl from CBS Squared helped with the needs assessment. At the previous Council meeting, they decided to proceed with the (REU) Residential Equivalent Unit method of computing the impact fees. The needs assessment was drafted and on file in the Clerk’s office for the required 20 days. Summer Seidenkranz, member of the EDC, recommended approval of the new Impact Fees. John Hamilton and Justin Leach are local developers that both offered support. A local realtor also offered support of the new impact fees. Mayor Horne declared the Public Hearing Closed. Discussion followed. Nick Vivian offered the following additional language to be added to the ordinance for clarification: There shall be no time restriction on the City’s authority to utilize the revenue collected from SAC fees.

### **Action on Public Hearing**

Alderman Kittel moved to approve the Needs Assessment, seconded by Alderman Volkert and carried. Alderman Ard moved to suspend the rules and adopt Ordinance #475 including the additional language as stated by Nick Vivian, seconded by Alderman Hansen and carried.

### **Resolution #041501 – Schedule of Fees**

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

#### RESOLUTION #041501

#### RESOLUTION AMENDING THE SCHEDULE OF FEES

WHEREAS, the City of New Richmond hereby adopts the following Amendment to the Schedule of Fees:

| Section | License/Fee Type       | Fee     |
|---------|------------------------|---------|
| 50-154  | Fireworks Users Permit | \$50.00 |

Motion was seconded by Alderman Ard and carried.

### **Application for Fireworks User Permit**

Alderman Kittel moved to approve the application from Jamie Gibson and Amy Larson for a Fireworks User Permit for June 20, 2015 at Hatfield Park, seconded by Alderman Volkert and carried.

### **Plan Commission Recommendations**

Sarah Skinner gave a review of the application from Bass Lake Inc amending lot 25 of James Place Planned Unit Development. The Plan Commission recommended approving the amendment to lot 25 of James Place Planned Unit Development including the Certified Survey Map with conditions

as listed in the Plan Commission minutes from April 9, 2015. Alderman Hansen moved to accept the Plan Commission recommendation, seconded by Alderman Ard and carried.

The Plan commission recommended approving a Certified Survey Map from Karl Skoglund and Dan Baillargeon on the condition that the CSM be recorded with St. Croix County Register of Deeds. Alderman Kittel moved to accept this recommendation, seconded by Alderman Hansen and carried.

#### **Finance Committee Recommendations**

The Finance Committee recommended increasing escrow fee amounts for City applications. Beth Thompson explained the need for this increase. Not all applications currently require an escrow amount and the City has to bill out for additional amounts that are not collected at application time. Alderman Hansen moved to approve the escrow fee amounts for City applications, seconded by Alderman Ard and carried.

The Finance Committee recommended approving the Madison Avenue lighting project at a cost of approximately \$43,600 to come from TIF #6. Alderman Kittel moved to accept this recommendation, seconded by Alderman Jackson and carried.

The Finance Committee recommended approving a policy for hiring limited term employees. Alderman Kittel moved to approve the policy for limited term employees, seconded by Alderman Ard and carried.

#### **Urban Non-Point Source Planning Project Contract**

Jeremiah Wendt explained that the City received grant money in 2013 from the DNR for this project and it was 70% matching funds. The other 30% will come from the St. Croix River Crossing funds. Alderman Kittel moved to approve this contract contingent upon DNR approval, seconded by Alderman Ard and carried.

#### **2015-2016 Street & Utility Improvements**

Jeremiah Wendt explained that staff is working with Short-Elliott-Hendrickson to refine the scope of the project and discuss funding opportunities for North Fourth Street. Staff has met with Richmond Township and Lakeside Foods regarding those projects. Final approval will be on May 11, 2015.

#### **Park Board Recommendation**

The Park Board recommended implementing a boat launch fee at Mary Park and to set that fee at \$3.00 per time or \$30.00 per year. There was discussion regarding a non-resident fee. Alderman Volkert moved to have the resident fee at \$3.00 per time or \$30 annually and the fee for non-residents would be \$4.00 or \$40.00 annually, seconded by Alderman Ard and carried.

#### **South Water Tower Reconditioning Project**

The Utility Commission recommended approving this contract. Alderman Hansen moved to accept this recommendation, seconded by Alderman Ard and carried. A possible Tiger logo will be brought back to Council for final approval.

#### **Community Flag Challenge**

Alderman Ard issued a challenge to all businesses and homeowners in the City of New Richmond to fly the American Flag from now until the moving wall comes on September 10, 2015.

#### **Council Work Session**

There will be a Council work session on April 27, 2015 at 5:00 p.m.

**Communications and Miscellaneous**

There will be a council meeting tomorrow night, April 14, 2015 at 7:00 p.m. to swear in newly elected Council members and elect a council president.

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

Meeting adjourned at 8:15 p.m.

Tanya Reigel  
City Clerk

## REGULAR COUNCIL MEETING, APRIL 14, 2015 7:00 P.M.

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 Ard, Jackson, Hansen, and Volkert

Members Absent: Alderman Zajkowski and Kittel

The Pledge of Allegiance was recited.

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

Alderman Ard moved to adjourn Sine Die, seconded by Alderman Hansen, and carried.

### NEW COUNCIL

Craig Kittel will sign his oath of office at a later date for Alderperson for District 1, Scottie Ard was sworn in as Alderperson for District #2, and Jim Jackson was sworn in as Alderperson for District #3.

Roll call was taken.

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

Members Absent: Alderman Zajkowski and Kittel

#### Council President

Alderman Jackson nominated Jane Hansen for Council President. Alderman Ard moved to close nominations and cast a unanimous ballot for Jane Hansen for Council President, seconded by Alderman Jackson and carried.

#### Mayor's Appointments

Appointments will be done at a later date.

#### Council Video

Dennis Tweedale, from the League of Wisconsin Municipalities Mutual Insurance, explained that the Council will watch a video at a later date regarding Public Officials Liability. The video discusses claims that the League has dealt with in the past. After the Council watches the video, the City will receive a rebate on our insurance premium. We can receive an additional rebate if department heads also watch the video. Discussion followed regarding insurance coverage for various areas.

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

Meeting adjourned at 7:45 p.m.

Tanya Reigel  
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL MAY 11, 2015

| VO #  | PAYMENT TO:                             | AMOUNT     |
|-------|---|------------|
| 57980 | ASPEN MILLS                             | 387.25     |
| 57981 | CHAMBER OF COMMERCE                     | 405.00     |
| 57982 | MUNSON PLUMBING SERVICE LLC             | 3,425.00   |
| 57983 | SPECTRUM INSURANCE GROUP                | 48,353.00  |
| 57984 | STEPHENS SANITATION - REFUSE            | 606.00     |
| 57985 | THE OSTHOFF RESORT                      | 210.00     |
| 57986 | COUNTRY LIVING BUILDERS                 | 4,695.00   |
| 57987 | CDW GOVERNMENT, INC                     | 941.50     |
| 57988 | CITY UTILITIES - 2ND BILLING            | 26,835.08  |
| 57989 | DOAR DRILL & SKOW S.C.                  | 631.34     |
| 57990 | E O JOHNSON COMPANY                     | 236.00     |
| 57991 | ECKBERG LAMMERS BRIGGS WOLFF & VIERLING | 3,260.00   |
| 57992 | FRONTIER COMMUNICATIONS (2)             | 42.65      |
| 57993 | JOHN DEERE FINANCIAL                    | 377.83     |
| 57994 | SCHWAAB INC                             | 95.26      |
| 57995 | SECURITY RESPONSE SERVICES, INC         | 221.70     |
| 57996 | SEDAHL-SAHM, ALLISON RENEE              | 20.00      |
| 57997 | WI DEPT OF JUSTICE - CRIME INFO BUREAU  | 21.00      |
| 57998 | WI DEPT OF TRANS - TV & RP UNIT         | 40.00      |
| 57999 | COUNTRY LIVING BUILDERS                 | 770.00     |
| 58000 | LEO A DALY                              | 6,877.50   |
| 58001 | DARROW, MIKE                            | 98.12      |
| 58002 | LOWE, BRANDY NICOLE                     | 123.30     |
| 58003 | ADLER, JOHN                             | 550.00     |
| 58004 | AMAZON (CITY)                           | 2,211.08   |
| 58005 | AMAZON (LIBRARY)                        | 1,200.94   |
| 58006 | AMERIPRIDE LINEN & APPAREL SERVICES     | 265.07     |
| 58007 | APPLIED ECOLOGICAL SERVICES, INC        | 2,550.00   |
| 58008 | ARTREACH ST CROIX                       | 250.00     |
| 58009 | AUTO VALUE                              | 87.94      |
| 58010 | BAKER & TAYLOR BOOKS                    | 3,140.62   |
| 58011 | BAKER TILLY VIRCHOW KRAUSE LLP          | 4,510.00   |
| 58012 | BALDWIN TELECOM, INC                    | 2,705.00   |
| 58013 | BERNARD'S NORTHTOWN INC                 | 556.54     |
| 58014 | BOARDMAN & CLARK LLP                    | 2,856.25   |
| 58015 | BRODART CO                              | 2,143.44   |
| 58016 | CARTRIDGE WORLD - HUDSON                | 58.99      |
| 58017 | CBA LIGHTING & CONTROLS, INC            | 119.08     |
| 58018 | CEDAR CORPORATION                       | 1,222.30   |
| 58019 | CENTER POINT LARGE PRINT                | 153.12     |
| 58020 | CHAMBER OF COMMERCE                     | 50.00      |
| 58021 | CHIPPEWA VALLEY TECHNICAL COLLEGE       | 70.00      |
| 58022 | CITY UTILITIES - 1ST BILLING            | 1,526.52   |
| 58023 | CITY UTILITIES - LANDFILL               | 744.41     |
| 58024 | CITY UTILITIES - SAC CHARGES            | 4,050.00   |
| 58025 | CITY UTILITIES - SALES TAX              | 205.15     |
| 58026 | CITY UTILITIES - WATER IMPACT FEES      | 3,110.00   |
| 58027 | CLEAR CHOICE PRINTING INC               | 231.65     |
| 58028 | CONESTOGA-ROVERS & ASSOCIATES INC       | 5,145.68   |
| 58029 | CONFIDENTIAL RECORDS, INC               | 80.00      |
| 58030 | COUNTRYSIDE PLBG & HTG                  | 48.29      |
|       | SUB - TOTAL                             | 138,514.60 |

|       |   |            |
|-------|---|------------|
|       | SUB - TOTAL CARRIED FORWARD                 | 138,514.60 |
| 58031 | CROIX CRYSTAL WATER TREATMENT               | 39.00      |
| 58032 | CROWELL, CORY                               | 15.00      |
| 58033 | DESIO, CHRIS                                | 175.00     |
| 58034 | DWD - UNEMPLOYMENT INSURANCE                | 124.63     |
| 58035 | E O JOHNSON COMPANY (2)                     | 181.00     |
| 58036 | E O JOHNSON COMPANY (3)                     | 72.00      |
| 58037 | EDER FLAG MFG CO INC                        | 3,572.00   |
| 58038 | FAMILY FRESH                                | 162.18     |
| 58039 | FARM & HOME SUPPLY                          | 1,701.36   |
| 58040 | FASTENAL COMPANY                            | 71.18      |
| 58041 | FIRE SAFETY USA INC                         | 800.00     |
| 58042 | FLEET ONE LLC                               | 2,417.29   |
| 58043 | FLEX-O-SWEEP                                | 43.00      |
| 58044 | FRONTIER COMMUNICATIONS (3)                 | 127.58     |
| 58045 | G & K SERVICES, INC                         | 181.29     |
| 58046 | GALE/SENGAGE LEARNING                       | 83.97      |
| 58047 | GILLEN'S LIME QUARRY                        | 5,595.38   |
| 58048 | HD SUPPLY WATERWORKS, LTD                   | 3,953.88   |
| 58049 | HEDBERG PUBLIC LIBRARY                      | 25.98      |
| 58050 | INDUSTRIAL HEALTH SERVICES NETWORK INC      | 44.40      |
| 58051 | INDUSTRIAL SAFETY                           | 1,575.88   |
| 58052 | J A COUNTER & ASSOCIATES                    | 750.00     |
| 58053 | J H LARSON COMPANY                          | 450.22     |
| 58054 | JERRY'S TRUCK & TRAILER REPAIR              | 1,270.77   |
| 58055 | JOBHQ                                       | 46.30      |
| 58056 | KWIK TRIP/ KWIK STAR STORES                 | 1,217.99   |
| 58057 | MAC QUEEN EQUIPMENT INC                     | 300.00     |
| 58058 | MENARD'S                                    | 814.48     |
| 58059 | MIDWEST RADAR & EQUIP                       | 160.00     |
| 58060 | MIDWEST TAPE                                | 7.00       |
| 58061 | MINNESOTA LIFE INSURANCE CO                 | 2,219.70   |
| 58062 | MORTON SALT INC                             | 3,142.94   |
| 58063 | NEW RICHMOND ELECTRONICS                    | 2.49       |
| 58064 | NEW RICHMOND EXECUTIVE AVIATION             | 1,050.00   |
| 58065 | NEWMAN SIGNS INC                            | 157.20     |
| 58066 | NOBLE'S TIRE SERVICE INC                    | 224.00     |
| 58067 | O'REILLY AUTOMOTIVE INC                     | 148.45     |
| 58068 | OFFICE MAX CONTRACT INC                     | 350.67     |
| 58069 | OUR DESIGNS, INC                            | 146.40     |
| 58070 | R J THOMSA MFG CO INC                       | 615.00     |
| 58071 | RICE, CYNTHIA                               | 900.00     |
| 58072 | RIVERTOWN MULTIMEDIA                        | 804.48     |
| 58073 | SCHOOL DISTRICT OF NR - MOBILE HOME FEES    | 179.55     |
| 58074 | SIMON ELECTRIC INC                          | 41.86      |
| 58075 | SLUKA, NIKOLAI                              | 135.00     |
| 58076 | SMITH MICRO TECHNOLOGIES INC                | 864.62     |
| 58077 | ST CROIX COUNTY HIGHWAY DEPT                | 7,771.25   |
| 58078 | ST CROIX COUNTY TREASURER - MUNICIPAL COURT | 695.00     |
| 58079 | STATE OF WI - COURT FINES & ASSESSMENTS     | 1,941.34   |
| 58080 | STEPHENS SANITATION - RECYCLING             | 3,991.00   |
| 58081 | TAPCO INC                                   | 141.70     |
| 58082 | THE PLANNING COMPANY LLC                    | 2,050.00   |
| 58083 | TOP QUALITY MFG INC                         | 69.90      |
| 58084 | UNIFORMS UNLIMITED                          | 159.00     |
| 58085 | VARIETY OFFICE PRODUCTS                     | 464.52     |
|       | SUB - TOTAL                                 | 192,759.43 |

|       |                                    |                   |
|-------|------------------------------------|-------------------|
|       | <b>SUB - TOTAL CARRIED FORWARD</b> | <b>192,759.43</b> |
| 58086 | VERIZON WIRELESS (CITY)            | 262.30            |
| 58087 | VERIZON WIRELESS (POLICE)          | 235.13            |
| 58088 | VFW POST 10818                     | 1,500.00          |
| 58089 | VILLAGE OF SOMERSET                | 7.47              |
| 58090 | VILLAGE OF STAR PRAIRIE            | 130.01            |
| 58091 | WARNER'S DOCK INC                  | 60.00             |
| 58092 | WASHINGTON NATIONAL INS CO         | 409.90            |
| 58093 | WESTFIELDS HOSPITAL                | 171.00            |
| 58094 | WESTFIELDS HOSPITAL (2)            | 25.00             |
| 58095 | WI DEPT OF AGRICULTURE             | 4,800.00          |
| 58096 | WI DEPT OF JUSTICE - TIME          | 318.00            |
| 58097 | WI PROFESSIONAL POLICE ASSN INC    | 570.50            |
| 58098 | XCEL ENERGY                        | 3,584.57          |
| 58099 | ZARNOTH BRUSH WORKS INC            | 936.00            |

**TOTAL VOUCHERS 205,769.31**

**TOTAL VOUCHERS**

**ELECTRONIC FUND TRANSFERS**

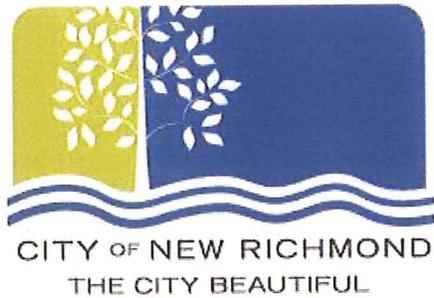
|                         |            |
|-------------------------|------------|
| PAYROLL (4/17, 5/1)     | 213,168.23 |
| DEFERRED COMP           | 12,030.00  |
| ROTH - WI               | 200.00     |
| FEDERAL W/H             | 82,614.19  |
| STATE W/H               | 14,437.84  |
| POSTAGE                 | 2,000.00   |
| LT DISABILITY PREMIUMS  | 1,380.08   |
| MEDICAL PREMIUMS        | 87,781.34  |
| POSTAGE                 | 2,000.00   |
| LT DISABILITY PREMIUMS  | 1,380.08   |
| MEDICAL PREMIUMS        | 87,781.34  |
| RETIREMENT              | 47,925.44  |
| VISA                    | 4,613.67   |
| HRA                     | 1,548.14   |
| WI - SCTF               | 800.00     |
| FLEX SPENDING           | 3,062.42   |
| EMPLOYEE FUND           | 220.00     |
| FIREMEN DUES DEDUCTIONS | 390.00     |
| INVESTMENT TRANSFER     | -          |
| AFLAC                   | 1,564.03   |
| ASM TRANSFER            | -          |
| IMPACT FEE TRANSFERS    | 5,281.50   |
| SPORTS CENTER LEASE     | -          |
| MISC - BILLINGS         | -          |
| MISC - RESTITUTIONS     | 230.00     |
| TID FEES                | 900.00     |
| WPPI LOAN PMTS          | 1,363.47   |
| DEBT PAYMENTS           | 5,378.50   |

**TOTAL ELECTRONIC FUNDS 486,888.85**

**GRAND TOTAL 692,658.16**

CHAIRMAN OF FINANCE COMMITTEE

5/11/2015



156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO: Mayor and City Council**

**FROM: Tanya Reigel, City Clerk**

**DATE: May 8, 2015**

**RE: 2015 Wisconsin Loyalty Day Parade Awards**

**Background**

Alderman Ard requested that these awards be presented at the Council meeting because due to scheduling conflicts, many units had to leave and did not receive their awards.

The following awards will be presented:

Gary Hamlin – Tribute Car Medal

Loyalty Day Theme “Veterans We Have Your Back” – WI National Guard

NRHS – Medal

NRMS – Patriotic Inspiration

The Rockman – Red White and Blue

Milestones – Knights of Columbus

Baldwin Chamber – Committee Award Above and Beyond



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**TO: Mayor and City Council**

**FROM: Tanya Reigel, City Clerk**

**DATE: May 8, 2015**

**RE: Student Representative Victoria Johnson Recognition**

**Background**

Victoria Johnson is a Student Representative on the City Council and she recently received a perfect score on the ACT exam. This is quite an accomplishment and we would like to recognize her for this achievement.



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**TO:** Mayor and City Council

**FROM:** Tanya Reigel, City Clerk

**DATE:** May 8, 2015

**RE:** PowerUp Proclamation

**Background**

Steve Massey, from Westfields Hospital, requested to have the Mayor sign the attached PowerUp Proclamation.

**Resolution #051501**  
**PowerUp\* and PowerUp 4Kids Week Proclamation**

**WHEREAS**, the City of New Richmond wants to support its children, families and residents in leading healthy lives;

**WHEREAS**, the foods and beverages provided to children, and the lack of physical activity contribute to the rising rates of childhood obesity in recent years.

**WHEREAS**, if something is not done to reverse these trends, children will, for the first time in history, have shorter life and less healthy lives than their parents;

**WHEREAS**, we believe that we can work together to transform the places where children and families live, learn and play to do what's best for kids;

**WHEREAS**, we are in a position to provide, promote and support opportunities for recreation, physical activity and access to better food and beverages through our programs, events, partnerships, practices and policies;

**WHEREAS**, we also have the opportunity to support health for the whole community through supporting bike and pedestrian friendly streets, public transportation, access to healthy food and beverages, and easy access to parks, trails, and active spaces;

**WHEREAS**, PowerUp is a community-wide initiative, supported by Lakeview Hospital and HealthPartners, to make it easy, fun and popular for kids and families to eat better and be active so that kids in our communities reach their full potential.

**THEREFORE BE IT RESOLVED** that the City of New Richmond does hereby proclaim support and partnership with PowerUp and the shared goal of working together to create healthier community for our kids.

**And we proclaim that May 9-16, 2015 is PowerUp 4 Kids Week in the City of New Richmond**

**Dated this 4 day of May, 2015.**

\_\_\_\_\_  
Fred Horne, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Reigel, City Clerk

*\* PowerUp is a community-wide initiative to make our communities a place where it's easy, fun and popular for kids to eat well and be active. It is a long-term commitment to create change over 10 years in the St. Croix Valley in partnership with schools, businesses, health care, civic groups, families, kids and the entire community. PowerUp is committed to working collaboratively to help kids in the Valley to be healthy today and reach their full potential in life! PowerUp is supported by Lakeview Health Foundation and HealthPartners, in partnership with Lakeview Hospital, Stillwater Medical Group, Hudson Hospital and Clinic and Westfields Hospital and Clinic.*



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**TO:** Mayor Fred Horne and City Council  
**FROM:** Sarah Skinner, Building/Zoning  
**DATE:** May 4, 2015  
**RE:** Boiler Replacement, Civic Center

**Background:**

Bids for the Civic Center boiler replacement were opened on Monday, May 4<sup>th</sup>. One bid was received from Countryside Plumbing and Heating for \$54,322.00.

Originally listed in the CIP as an \$80,000 project, a heat loss calculation was performed and it was determined we could downsize the system and still comfortably maintain the building's heating needs with fewer boilers. As a result the project cost will be much lower than originally anticipated.

City staff has also applied for and received a \$10,000 grant from the State Energy Office towards the boiler replacement. To be eligible for the grant funds the project must be complete by June 30, 2015. The project is also eligible for approximately \$3,500 in rebates from Focus on Energy.

**Recommendation:**

Staff recommends approval of the bid submitted by Countryside Plumbing and Heating for \$54,322.00. Total cost for this project will be \$40,822.00 after the grant & rebates.



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**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** May 7, 2015

**RE:** Freedom Park Farm Lease Amendment

**Background**

In order to accommodate the improvements at Freedom Park that were approved last year by the Park Board and City Council, a small amount (3 acres) of the area leased to Roger Neumann needs to be removed from the lease agreement. This results in a net decrease of \$600 in farm lease revenue.

Staff and the City Attorney have drafted the attached lease amendment.

**Recommendation**

Staff is recommending approval of this lease amendment to make the way for the planned improvements at Freedom Park this year.

## FIRST AMENDMENT TO FARM LEASE

**THIS FIRST AMENDMENT TO FARM LEASE** (“Amendment”) is made and entered into effective as of the date of execution by the last party to sign (the “Effective Date”) by and between the City of New Richmond, (“Landlord”) and Roger Neumann (“Tenant”).

### RECITALS

A. Landlord and Tenant entered into a **FARM LEASE** dated April 14, 2014 (“Lease”) with respect to Leased Real Estate Located in northwest section of Hatfield Lake/Freedom Park, being approximately 50 acres as shown on attached map.

B. The Lease authorizes the Tenant to use the Leased Premises for cropland.

C. Owner and Tenant desire to enter into this Amendment in order to modify and amend the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Amendment, Landlord and Tenant agree to amend the Lease as follows:

### AGREEMENT

1. **PREMISES.** The description of the real estate leased by Tenant from Landlord is hereby modified to the following:

Located in northwest section of Hatfield Lake/Freedom Park, being approximately 47 acres as shown on attached map.

(“Premises”) 47 acres @ \$200.00 per acre = \$9,400.00

2. **RENT.** The rent shall be 47 acres @ \$200.00 per acre for land used.

3. **FULL FORCE AND EFFECT.** By executing this Amendment, Landlord and Tenant ratify all terms and conditions of the Lease and this Amendment. Except as specifically amended and supplemented by this Amendment, the Lease and all the terms and conditions therein remain in full force and effect, without amendment thereto.

4. **CONFLICTS.** In the event of a conflict between this Amendment and the terms and conditions of the Lease, the terms of this Amendment shall control and bind Landlord and Tenant.

5. **SEVERABILITY.** The invalidity of any provision of this Amendment shall not impair the validity of any other provision. If any provision of this Amendment is

determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Amendment may be enforced with that provision severed or as modified by the Court.

6. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the successors and assigns of Landlord and Tenant.
7. **GOVERNING LAW.** This Amendment shall be construed and enforced in accordance with the statutes and common laws of the State of Wisconsin.
8. **COUNTERPARTS.** This Amendment may be executed in counterparts, all of which taken together shall be deemed one original.

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

**LANDLORD:**

**TENANT:**

**CITY OF NEW RICHMOND**

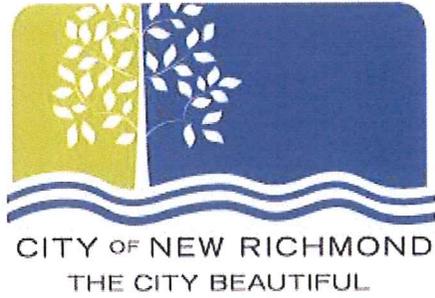
**ROGER NEUMANN**

\_\_\_\_\_  
By: Frederick Horne  
Its: Mayor

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Tanya Reigel  
Its: City Clerk



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**TO:** Mayor and City Council

**FROM:** Mike Darrow, City Administrator

**DATE:** May 7, 2015

**RE:** City-Wide Alerts

Staff will provide an update to the Council and to members of the community on ways to get signed up for city-wide alerts like the one that occurred this week.



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**TO: Mayor and City Council**

**FROM: Mike Darrow, City Administrator**

**DATE: May 7, 2015**

**RE: Ordinance #476 Amending Section 2-137 City Plan Commission**

I am respectfully asking the City Council to amend Ordinance Section 2-137 to remove the City Administrator as a member of the Plan Commission. The attached ordinance includes the new language. Our recommendation would be to allow for an additional citizen member to serve on the Commission. This change is to avoid any conflicts of interests (as I serve on the DRC) and also because of coaching my daughter's baseball team during the summer months.

ORDINANCE #476

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

Sec. 2-137 shall be repealed and recreated as follows:

Sec. 2-137. City Plan Commission.

- (a) *Generally.* The City Plan Commission is hereby created and shall consist of the Mayor, one Alderperson, and five citizen members. The Building Inspector shall be an ex officio (nonvoting) member.
- (b) *Appointment*
  - (1) *Election/appointment of Alderperson members.* At its annual meeting in April of each year the Common Council shall, by two-thirds majority vote of its members, elect one of its number as a member of the City Plan Commission for a period of one year from and after May 1 next ensuing.
  - (2) *Appointment and terms of citizen members.* The five citizen members shall be appointed by the Mayor on the third Tuesday of April each year to hold office for a term of three years commencing with the third Tuesday of April.

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

Passed and approved: May 11, 2015

Published and effective: May 21, 2015

\_\_\_\_\_  
Fred Horne, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Reigel, City Clerk



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**TO:** Mayor and City Council

**FROM:** Tanya Reigel, City Clerk

**DATE:** May 8, 2015

**RE:** Mayor's Appointments

**Background**

Please review the attached list of appointments. If you have any questions or concerns, please contact the Mayor. These appointments will need to be confirmed by the Council.

## MAYOR'S APPOINTMENTS

|                                     |  |
|-------------------------------------|--|
| FINANCE -                           | Fred Horne, Jane Hansen, Jim Zajkowski   |
| PUBLIC WORKS -                      | Jim Zajkowski, Ron Volkert, Craig Kittel |
| PUBLIC SAFETY-                      | Jane Hansen, Jim Jackson, Scottie Ard    |
| PLAN COMMISSION - Council President | Jane Hansen                              |
| LIBRARY BOARD -                     | Scottie Ard                              |
| PARK BOARD -                        | Jim Zajkowski                            |
| ETHICS BOARD -                      | Ron Volkert and Scottie Ard              |
| AIRPORT COMMISSION –                | Jim Jackson and Craig Kittel             |
| BOARD OF REVIEW -                   | Craig Kittel, Scottie Ard, Jim Jackson   |
| HISTORIC PRESERVATION COMMISSION -  | Scottie Ard                              |
| EDC -                               | Jim Zajkowski                            |
| COMMUNITY DEVELOPMENT AUTHORITY -   | Jim Jackson and Scottie Ard              |
| AMBULANCE BOARD –                   | Jane Hansen, Craig Kittel, Jim Jackson   |
| FIRE BOARD -                        | Jane Hansen, Jim Zajkowski, Fred Horne   |
| HOUSING AUTHORITY -                 | Scottie Ard                              |

## CITIZEN APPOINTMENTS

|                              |                                  |
|------------------------------|----------------------------------|
| UTILITY COMMISSION -         | Robert Mullen                    |
| PLAN COMMISSION -            | Ron Volkert and Rachel Greenwold |
| LIBRARY BOARD -              | Gordon Granroth and Jeff Peplau  |
| PARK BOARD -                 | Tawnia Strawn and Joseph Ard     |
| ETHICS BOARD -               | Bob Larson and Nick Vivian       |
| POLICE AND FIRE COMMISSION - | David Levi                       |
| HISTORIC PRESERVATION -      | Esther Wentz                     |

EDC – CHAMBER REPRESENTATIVE

Rob Kreibich

EDC – BUSINESS TECH PARK REP

Scott Jones, Royal Credit Union

EDC - MEMBER AT LARGE

John Soderberg

CDA -

Jason Zahradka

HOUSING AUTHORITY -

Delores Quinn

BOARD OF APPEALS -

Sarah Mellerud



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**TO: Mayor and City Council**

**FROM: Mike Darrow, City Administrator**

**DATE: May 7, 2015**

**RE: Community Development Block Grant Recommendation**

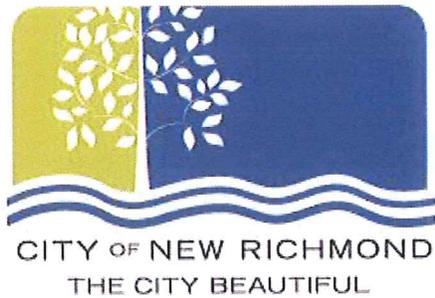
**Background**

In May of 2014, the City received a Community Development Block Grant (CDBG) in the amount of \$500,000 for the Commons Building project. As part of the grant award, the Department of Administration allowed the City and school to further study the Commons Project with the end result being a phased construction plan.

Given the updated costs of the project, as outlined in the Leo A. Daly report, as well as the uncertainty on the timing of the project, staff is recommending returning funding to the DOA at this time. Returning funds at this time will not prevent the City from reapplying for funds for the same or similar project in the future.

**Recommendation**

Staff is recommending that CDBG funds be returned to the DOA. If a similar project is developed in the future, the City can and/or will reapply for CDBG funding.



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**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** May 7, 2015

**RE:** Water Tower Logo

#### **Background**

The South Water Tower is currently being reconditioned, and an outside group has requested that the City consider placing a New Richmond Tigers logo on the southeast quadrant of the tower. The additional cost to replace the lettering for "New Richmond" at this location with the proposed logo (attached) is \$2,000. The group, led by Warren Wood, is confident that they can raise these funds very shortly.

#### **Recommendation**

The Utility Commission recommended approval of placement of the Tiger logo on the south water tower, contingent on staff developing a written agreement with the group providing funds that would ensure that the \$2,000 is transferred to the City/Utility.



NEW RICHMOND  
TIGERS

NEW RICHMOND

Food, Beverages & Drinking

STOP





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**TO:** Mayor and City Council

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

**DATE:** May 8, 2015

**RE:** Purchasing Card Program / Policy

**Background**

Attached is a revised P-Card Policy that the staff is recommending for approval. The original P-Card Policy was presented to the Finance Committee at the April 6<sup>th</sup> meeting and was approved at that time. After considerable discussion among staff it was determined that the P-Card program would be more efficiently utilized if the cards were issued to the Department, allowing any employee in that department to use it. The Department Supervisor would be responsible for the safekeeping of the card(s). An employee would have to obtain supervisor's permission to use P-Card and turn in all receipts to supervisor for coding. Once the P-Card's are issued, all in house charge accounts will be closed.

**Recommendation**

This new policy was reviewed by the Finance Committee on May 4, 2015 and they recommend approval.

# CITY OF NEW RICHMOND / NEW RICHMOND UTILITIES PURCHASING CARD (P-CARD) POLICY

The City of New Richmond Issued Procurement (Purchasing) Card Program is a central payment system providing a rapid turnaround of requisitions for low dollar value goods, emergency purchases, routine purchases, travel/training and other expenditures. Using procurement cards for in-person, telephone and internet transactions reduces petty cash use, reduces check writing, streamlines procurements, enhances internal controls, offers protection against fraud/misuse and expedites payments to vendors. Expenditures are processed through the City/Utility accounting system and posted to the appropriate budget line items.

Effective May 2015, the following departments shall be issued a P-Card. Finance committee shall review eligible departments periodically.

City Administration (3)  
New Richmond Utilities Office (1)  
Electric Department (1)  
Public Works Dept (4)  
-Streets, Parks, Water, Wastewater

Community Development (1)  
New Richmond Police Dept (4)  
New Richmond Fire Dept (2)  
Airport (1)  
Library (3)

## A. Receiving a Purchasing Card (P-Card)

1. Designated departments approved by the City Administrator and City Treasurer shall receive a purchasing card (known as P-Card).
2. Issuance of a P-Card is a privilege and periodic audits shall be conducted to verify compliance with stated policies and procedures.
3. Department shall
  - a. be issued a copy of this Policy when issued a P-Card.
  - b. receive a unique P-Card with department name embossed on it.
  - c. be responsible for safeguarding P-card and account number to the same degree user safeguards his/her personal credit information.
  - d. if P-Card is lost or stolen, immediately notify U.S. Bank to cancel and reissue P-Card. Employee must also immediately notify his/her Supervisor who shall contact Treasurer or City Administrator.
4. P-Card
  - a. City Administrator and City Treasurer shall determine limits on a per-Department basis.
  - b. number shall not be posted or written in any location accessible to others.
5. City Treasurer shall maintain all records of P-Card requests, limits, and lost/stolen/destroyed P-Card information.

## B. Authorized Procurement Card Use

1. Supervisor
  - a. may authorize an employee to make transactions on behalf of their Department.
  - b. is responsible for all use of the department P-Card.
2. P-Card shall be used for all possible transactions instead of in-house/company charge accounts. Examples include hotel rooms while on City/Utility business, tires, office equipment, technical supplies, repairs/maintenance; other operating supplies, contracted services; and other budgeted purchases that do not exceed P-Card limit and budgeted purchases where prior approval is not needed.
3. Each user shall inform vendors that goods/services are not subject to sales tax because City / Utility is exempt in the State of Wisconsin. Each employee will receive a Sales Tax Exemption Certificate card.

**C. Unauthorized Procurement Card Use**

1. P-Card shall not be used for personal purchases, identification, cash advances or to circumvent City or Utility policies.
2. Any employee making unauthorized purchases or carelessly using P-Card shall be liable for the total dollar amount of such unauthorized purchases, plus any administrative fees associated with the misuse.
3. Improper use of this card may be considered misappropriation of City funds. This may result in disciplinary action, termination of employment and criminal prosecution.

**D. Record Keeping**

1. Whenever a P-Card purchase is made, Card user shall turn in a signed receipt into Supervisor for coding and approval.
2. Supervisor shall then submit this documentation to City Treasurer's Office or Utility Office on a weekly basis.
3. For all P-Card purchases, Card user shall be responsible to ensure sales tax is not charged, prior to authorizing purchase.

**E. Review of Monthly Statement**

1. At the end of each billing cycle, City Treasurer, or designee, shall receive monthly transaction statement listing all transactions for that period.
2. Treasurer, or designee, shall review each transaction listed against receipts received by Supervisor to verify monthly statement.
3. If item purchased with P-Card is not satisfactory, received incorrectly, damaged and/or defective, duplicate order, etc., Card user shall make contact with vendor to explain problem and inquire about return policies. If an item has been returned and a credit voucher received, Treasurer or Utility Office shall verify credit is reflected on monthly statement.
4. If purchased items or credits are not listed on monthly statement, Treasurer or Utility's Office shall retain appropriate transaction documentation until next monthly statement.

Your signature below provides verification that you have read this policy, understand the obligations imposed and agree to comply with its terms. Violation of this Policy is a serious matter.

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Supervisor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date



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**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** May 7, 2015

**RE:** 2015-2016 Street & Utility Improvements Subsurface Exploration Contract - PSI

#### **Background**

In order to complete the design of the proposed 2015/2016 Street and Utility Improvements, a series of soil borings needs to be performed to determine the condition of the soils beneath the proposed projects. Staff, with the assistance of SEH, has received proposals from 4 firms for this subsurface exploration work. A breakdown of the proposals is attached for your review.

#### **Recommendation**

Based on our review of the proposals, we are recommending that the City contract with PSI to perform this work. While they were slightly higher than the low bidder, they have prior local experience which the low bidder does not. Staff and SEH are comfortable working with this firm, and recommend approval of the attached proposal.

The Finance Committee and Utility Commission have recommended approval of the contract with PSI, with minor changes from the original proposal, which are reflected in the attached proposal.

May 7, 2015

Mr. Jeremiah Wendt  
Director of Public Works  
City of New Richmond  
156 East First Street  
New Richmond, WI 54017

**SUBJECT:** Proposal for Subsurface Exploration and Analysis  
2015/2016 Street, Utility, and Stormwater Improvements  
City of New Richmond, Wisconsin  
PSI Proposal No. 150236-C

Dear Mr. Wendt:

In accordance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for the performance of a Subsurface Exploration and Foundation Analysis at the subject property. Our present understanding of the site and the services to be provided are included in the following paragraphs.

It is understood that the proposed project will consist of the reconstruction of sections of seven (7) streets, the installation of underground utilities, and the construction of two (2) stormwater ponds, that will be located in the City of New Richmond, Wisconsin. Traffic control will consist of temporary construction signing, and flaggers if required in heavy traffic areas.

It is understood that nineteen (19) soil borings to a depth of approximately 5 feet, seventeen (17) soil borings to a depth of approximately 15 feet, and four (4) soil borings to a depth of 20 feet are required for this project. It is also understood that the site is accessible to truck-mounted drilling equipment. The subsurface exploration will be performed with a truck-mounted drill rig, utilizing continuous flight hollow stem auger to advance the test holes. Soil samples will be secured by the Standard Penetration Test method at 2.5-ft. intervals through a depth of 10 feet, and at 5-ft. intervals throughout the remainder of each boring. However, in the four (4) stormwater management area borings, continuous sampling will be performed as per WDNR Standard 1002 "Site Evaluation for Stormwater Infiltration", throughout the depth of the borings.

The results of the subsurface exploration and laboratory testing will be utilized in an engineering evaluation and analysis, and presented in a written report which will include the following:

- Determination of soil and groundwater conditions within the depth range of the borings.
- Construction considerations relating to subgrade preparation, utility construction, structural fill placement, site drainage and groundwater control, and excavations.
- Provide pavement design parameters, including soil support value, regional factor, frost index and design group index.
- Classify soils located within the planned stormwater management area in general accordance with requirements of WDNR Standard 1002 "Site Evaluation for Stormwater Infiltration."
- Provide estimated infiltration rates for use by the pond designer.

PSI proposes to perform the services on a unit charge basis, in accordance with the Estimate Worksheet and pursuant to the General Conditions, both of which are enclosed herein. The fee for this project is estimated to be on the order of \$10,800.00. Final compensation will depend upon the actual number and depth of borings drilled and laboratory tests performed. Any special equipment required for site access, and any delays beyond the control of our personnel, will be considered as additional costs.

PSI will proceed with the work upon verbal authorization from the client. We request, however, that the acceptance block found at the conclusion of this proposal be signed and a fully executed copy of this document be returned for our files. The return of only the signature page will indicate acceptance of the entire proposal document, including the attached fee schedule and general conditions.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Sincerely,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Jeffrey A. Manninen  
Branch Manager

Enclosures: Estimate Worksheet  
General Conditions

Proposal for Subsurface Exploration and Analysis  
2015/2016 Street, Utility, and Stormwater Improvements  
City of New Richmond, Wisconsin  
PSI Proposal No. 150236-C  
Page 3

Accepted by: **City of New Richmond**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROFESSIONAL SERVICE INDUSTRIES, INC. ESTIMATE WORKSHEET

**Client Name:** City of New Richmond  
**Project Name:** 2015/2016 Street, Utility, and Stormwater Improvements  
**Project Location:** New Richmond, Wisconsin

Date: 05/07/2015  
PSI Proposal No. 150236-C

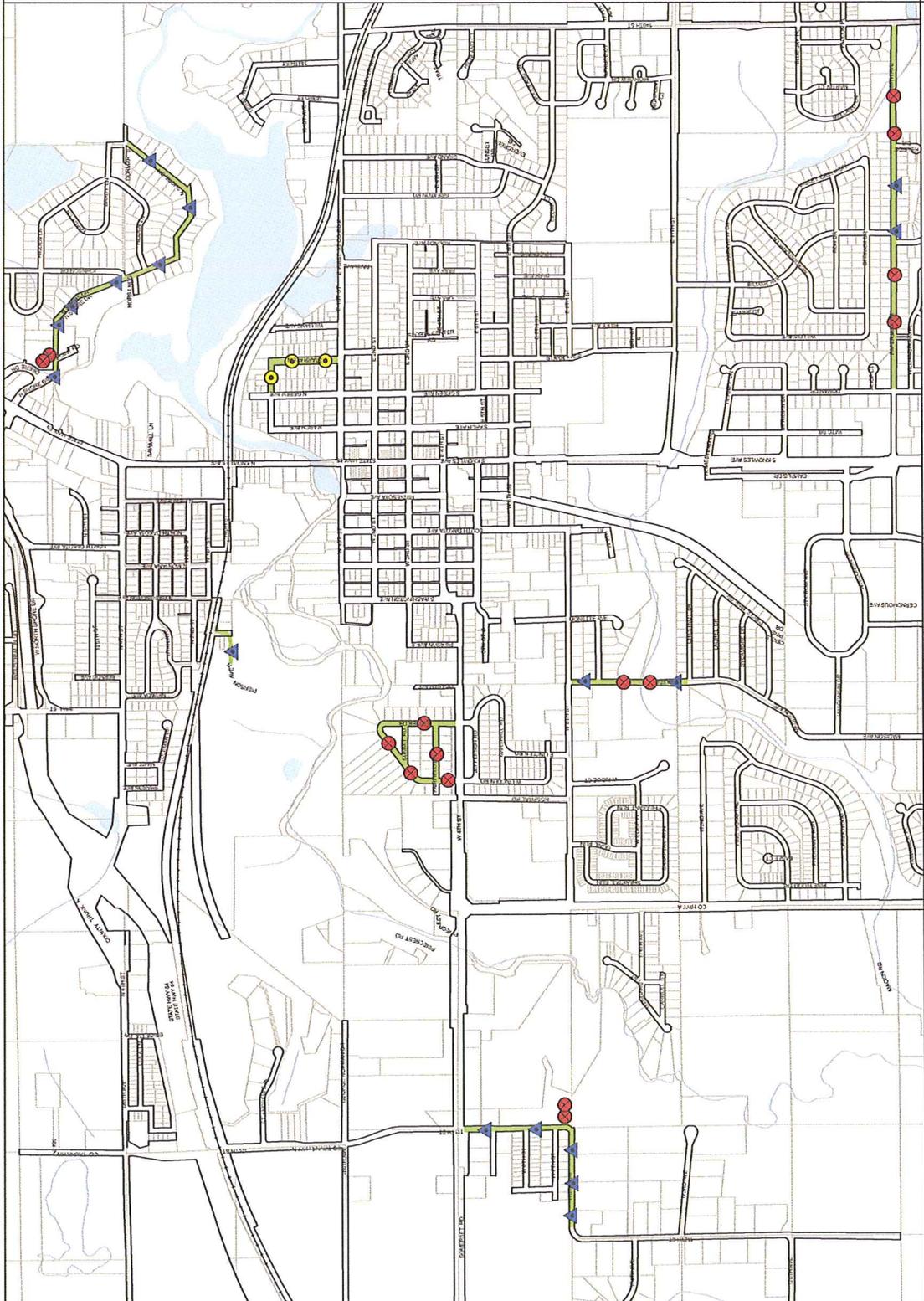
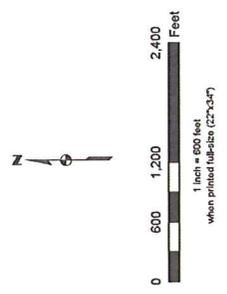
|                                   |  | <u>Quantity</u> | <u>Unit Fee</u> | <u>Total</u> |                    |
|-----------------------------------|--|-----------------|-----------------|--------------|--------------------|
| <b>FIELD EXPLORATION SERVICES</b> |  |                 |                 |              |                    |
| 1.                                | Mobilization of drilling equipment and personnel   | 1               | Lump Sum        | \$350.00     | \$350.00           |
| 2.                                | Drill support vehicle  | 4               | Days            | \$100.00     | \$400.00           |
| 3.                                | Per Diem   | 4               | Nights          | \$150.00     | \$600.00           |
| 4.                                | Soil drilling with hollow stem auger, including abandonment, from depths of:<br>- 0 to 20 feet | 430             | Feet            | \$15.00      | \$6,450.00         |
| 5.                                | Engineering - Includes laboratory testing and report   | 1               | Lump            | \$1,500.00   | \$1,500.00         |
| 6.                                | Traffic Control  | 1               | Lump            | \$1,500.00   | <u>\$1,500.00</u>  |
| <b>TOTAL ESTIMATED FEE:</b>       |  |                 |                 |              | <b>\$10,800.00</b> |

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER. BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES, THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**EXPLANATION**

- █ Street Improvement
- Soil Boring Program**
- Boring Depth
  - 20-FT (4 Borings)
  - 15-FT (17 Borings)
  - ▲ 5-FT (21 Borings)



10 NORTH BRIDGE STREET  
 CROFTON, WISCONSIN 53002  
 PHONE: (715) 724-2200  
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 WWW.SEHINC.COM

Project: NEWRI 131812  
 Print Date: 4/14/2015  
 New Richmond, WI  
 Precision, Wisconsin & Crow Co., Inc.  
 Source: St. Croix County



**NEW RICHMOND STREETS**  
 New Richmond, Wisconsin

**Soil Boring Program**

**Map 1 of 1**

| FIRM                                      | PROPOSED FOOTAGE | TRAFFIC CONTROL                                 | LAB TESTS   | SCHEDULE   | BID AMOUNT | PRIOR EXPERIENCE (LOCAL PROXIMITY) | RANK |
|---|------------------|---|---|--|------------|------------------------------------|------|
| PSI (Professional Service Industries Inc) | 440              | signs, cones, and two days of flaggers provided | gradation and moisture content testing one set per street unless material varies greatly                | start within 3 weeks of authorization and complete report within 2-3 weeks of drilling completion  | \$11,475   | YES                                | 1    |
| CVT (Chosen Valley Testing Inc)           | 440              | signs, cones, and two days of flaggers provided | pocket penetrometer tests for street borings and sieve analysis tests for storm pond evaluation borings | begin within 4 weeks of authorization and final report within two weeks of drilling completion   | \$11,004   | NO                                 | 2    |
| AET (American Engineering Testing, Inc)   | 440              | signs, cones, and two days of flaggers provided | gradation testing, moisture content, and unconfined compressive strength                                | begin drilling within 2 weeks of authorization, drilling field work 5 days and final report within two weeks of the drilling completion                                  | \$14,940   | YES                                | 3    |
| Braun Intertec                            | 440              | signs, cones, and two days of flaggers provided | 20 moisture (ASTM D2216) and 20 percent passing sieve tests (ASTM D1140)                                | mobilize within 2 weeks of written authorization, 5 days to complete field work, lab tests within 1 week of field work and report submitted 3-4 weeks following drilling | \$16,955   | NO                                 | 4    |



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**TO:** Mayor and City Council

**FROM:** Jeremiah Wendt, Public Works Director

**DATE:** May 7, 2015

**RE:** Dam Stairway/Ramp Access

#### **Background**

In previous months, at the direction of the Park Board, staff presented some very preliminary concepts to the and cost estimates to the Park Board for a ramp on the north side of the Mill Pond Dam to allow for handicapped access, as well as bicycle access from West First Street to the Mill Pond Walk and the Doughboy Trail. As directed by the Park Board, staff also met with SEH to discuss possible approaches to this project.

Based on this meeting, a design has been developed that staff would be able to construct and install. The proposed ramp would be wood construction, 4 feet wide, which is slightly wider than the current walkway on the top of the dam structure, and nearly the same width as the sidewalk that the ramp would tie into. The length of the ramp is 72 feet, which allows for a slope slightly less than 5 percent, which is the requirement based on ADA standards. The estimated cost of the materials to construct this ramp is approximately \$4,500. Staff could provide the labor necessary for detailed design and construction of the ramp.

The Council should give consideration to the fact that the area around the Mill Pond is slated to become the John Doar Civil Rights Trail, and that the addition of a ramp has been discussed as part of the conceptual design discussions for that area. Staff feels that the construction of this ramp would fit with the plans for that area, but we would notify the Doar family to ensure their concurrence with this plan.

#### **Recommendation**

Staff is recommending that the City Council approve the construction of a ramp to provide accessibility from the Doughboy Trail/Mill Pond area to West First Street at a cost not to exceed \$4,500, with funding to be provided through Park Impact Fees. The Park Board has recommended this project for approval.

