



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

May 18, 2015

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

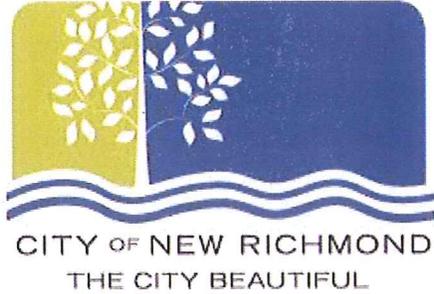
Notice is hereby given that there will be a Special Session of the Council of the City of New Richmond on Wednesday, May 27, 2015 at 5:00 p.m. in Lower Conference Room #1 of the Civic Center, 156 East First Street, New Richmond, WI 54017.

### **AGENDA:**

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda
5. Park Plan Amendment – Skate Park
6. Donation Approval for Park and Recreation
7. Sick Time Overview – JA Counter
8. Freedom Park Improvements
9. Bids for Crackfilling
10. Ordinance Amendment – Section 70-3 Sidewalk Construction/Repair
11. Temporary Driveway to Access County/ESR Building
12. St. Croix Powersports – Landscaping Plan
13. Resolution #051502 Support Continued Defederalization of the Regional Consolidated Revolving Loan Fund
14. Capital Improvement Plan – Project Approval
15. Council Overview Presentation by Nick Vivian
16. Council Work Session – Summer Schedule
17. Closed Session per State Statute 19.85)(e) - TIF#6
18. Open Session – Action on Closed Session Agenda
19. Communications and Miscellaneous
20. Adjournment

*Fred Horne, Mayor*

cc: The New Richmond News  
Northwest Communications  
City Website



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TO: Mayor and City Council  
FROM: Mike Darrow, City Administrator  
DATE: May 20, 2015  
RE: Park Plan Amendment- Skate Park

**Background**

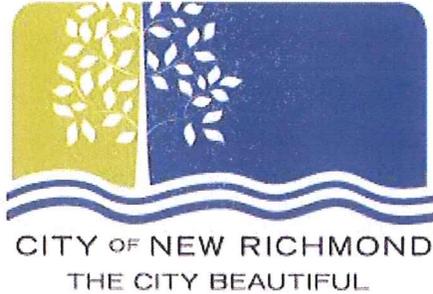
The New Richmond Park Board met on May 13<sup>th</sup>, 2015 to consider an amendment to the City's official Park Plan. After input from the community, the Park Board approved a motion that amended the City's official Park Plan to include a Skate Park.

I advised the Park Board during the meeting that consideration for this request should only be related to a policy change (amending the park plan). I would make the same recommendation to the City Council related to this request. If the Council approves the amendment, the specific location, sources of funds, etc., will need to be considered at upcoming meetings.

**Recommendation**

Based upon the approval by the Park Board, the City Council should consider an amendment to the Official Park Plan to allow a skate park in the City of New Richmond. As part of this motion, the location, sources of funds, etc., will need to follow ordinances and be processed in accordance with City policies.

For reference, I have included the minutes from the Park Board meetings as well as a petition that was presented during that meeting.



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**TO: Mayor and City Council**

**FROM: Mike Darrow, City Administrator**

**DATE: May 21, 2015**

**RE: Donation Approval for Park and Recreation**

The purpose of this memorandum is to provide an overview of three areas for which the City Council should consider formal approval related to donations.

Freedom Park- City staff will provide an overview of the donations that have been sought to-date related to Freedom Park and those sought as a part of the Moving Wall. Possible donations will be needed for the construction of the road, parking area, flags and/or shelter areas within the Freedom Park area.

Scoreboard- The attached documentation outlines the donations that have been collected for the Scoreboard at Citizen's Field. Funding for the scoreboard has been paid through these contributions.

Skate Park- If the Council approves amending the park plan, a contract agreement between the City of New Richmond and the donor will be part of the approval process to move forward with the Park. Funding for the skate park will be paid outside of the City's General Fund.

In addition to these formal recommendations and/or approvals, City staff is recommending that a formal policy on donation procedures be drafted and brought back for Council consideration later this summer or fall.

# Skateboard/BMX Park

## Petition to

**THIS IS A PETITION TO THE NEW RICHMOND CITY BOARD TO SHOW YOUR SUPPORT FOR THE BUILDING OF A SKATEBOARD/BMX PARK IN NEW RICHMOND**

We, the undersigned, are concerned citizens who urge our leaders to build a skateboard/BMX park in New Richmond

Printed Name	Signature	Address	Comment	Date
Nora Grambata	[Signature]	New Richmond	do it	5/11/15
Casey Blue	[Signature]	New Richmond	GREAT IDEA!	5/11/15
Anna Miermont	[Signature]	New Richmond	BUILD IT	5/11/15
Hannah Kops	[Signature]	New Richmond	do it	5-11-15
Jason Banno-Boethle	[Signature]	New Richmond	do it!	5-11-15
Jacob Alv	[Signature]	New Richmond	sure!	5-11-15
Tranner Yevill	[Signature]	New Richmond	Yes!	5-11-15
Samir Stachman	[Signature]	New Richmond	Oh yes sh! Swig	5-11-15
Timmy NYC	[Signature]	New Richmond	do it, damn	5-11-15
Tanae Harvelt	[Signature]	New Richmond	Do it.	5-11-15
William Johnson	[Signature]	New Richmond	Do it	5-11-15
Colter Boyd	[Signature]	New Richmond	Yeah do it	5-11-15
Brandy Cooney	[Signature]	New Richmond	sure	5-11-15
Nathan Zander	[Signature]	New Richmond	Do it	5-11-15
Matthew Dimick	[Signature]	New Richmond	hell yeah	5-11-15
Colton Babke	[Signature]	New Richmond	why not it's cool	5-11-15
Bernsey Chung	[Signature]	New Richmond	I am blessed I want it	5-11-15
Ben Johnson	[Signature]	New Richmond	I am white and I want it	5-11-15
Chardelle Cooney	[Signature]	Star Prairie	safer place to ride	5-11-15
April Spacke	[Signature]	New Richmond	#help #save life	5-11-15
Robert King	[Signature]	NR	#builditup!	5-11-15
Meckel Hainig	[Signature]	NR	go on it	5/11/15
John Dinkman	[Signature]	Star Prairie	op for it man	5/11/15
Savannah Greene	[Signature]	NR	op for it man	5/11/15
Colton Walker	[Signature]	1275 Norway pine circle	please build it	5/11/15

NR

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**Petition summary and background**  
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**Action petitioned for:** We, the undersigned, are concerned citizens who urge our leaders to build a skateboard/BMX park in New Richmond

Printed Name	Signature	Address	Comment	Date
Becca Minkler	[Signature]	221 17th St		
Aaron Taylor	[Signature]	921 Marshall Rd.		
Alexis Cain	[Signature]	454 North 14th St		
Huskinga Guntzel	[Signature]	NR		
Colin Minkler	[Signature]	661 Ron Drive		
Damon Anderson	[Signature]	607 East 5th St.		
Mason Fleming	[Signature]	Masonry ceiling sq west 6th st		
Ethan Pearson	[Signature]	1496 Hollenback Blvd		
Ethan Lawson	[Signature]	1203 W. 9th St		
Marissa Lienhard	[Signature]	1010 South Starraue		
Hannah Minkler	[Signature]	1442 City Rd K Lot 14		
Nora Potvin	[Signature]	1239 City Rd L Lot 2		
Katie Coanter	[Signature]	2105 Goose Creek Rd		
Caroline King	[Signature]	171100th Ave - <del>Apple</del>		
Kara Warner	[Signature]	352 east 5th street	lets do it!	
Kaylie Neroy	[Signature]	1458 142nd St	<del>Agreeing</del>	
Brandi Swiston	[Signature]	1337 Eagle Court		
Lexi Miller	[Signature]	1417 1410th ave.	2012	
TOSHINO Waii	[Signature]	2010 Hwy 65 N		
Maki Saaleu	[Signature]	335 East 2nd St		
Kylie friendt	[Signature]	1787 710th Ave		
Meadie Verlik	[Signature]	1123 212th Ave		
Brianna Carl	[Signature]	1272 146th Ave		
Bob Gilbertson	[Signature]	Clayton WI		
Nachs Singerhouse	[Signature]	New Richmond		

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Printed Name	Signature	Address	Comment	Date
Ben Peterson	<i>Ben Peterson</i>	New Richmond		
Wade Lambert	<i>Wade Lambert</i>	New Richmond		
Mike Nord	<i>Mike Nord</i>	New Richmond		
Sean Leaven	<i>Sean Leaven</i>	New Richmond		
Samuel Reali	<i>Samuel Reali</i>	New Richmond		
Lucas Lambert	<i>Lucas Lambert</i>	NR		
Reece Palfus	<i>Reece Palfus</i>	NR		
Madison Bau	<i>Madison Bau</i>	NR		
Emma Kantman	<i>Emma Kantman</i>	NR		
Taylor Stark	<i>Taylor Stark</i>	NR		
Walter Farn	<i>Walter Farn</i>	NR		
Bookmore	<i>Bookmore</i>	NR		
Wesley Decker	<i>Wesley Decker</i>	NR		
Reese Johnson	<i>Reese Johnson</i>	<del>NR</del> New Richmond		
Christian Pacheco	<i>Christian Pacheco</i>	NR		
Jane Weiss	<i>Jane Weiss</i>	NR		
Jon Abel	<i>Jon Abel</i>	NR		
Devin Russell	<i>Devin Russell</i>	NR		
Bradley Hines	<i>Bradley Hines</i>	NR		
Lauren Ferguson	<i>Lauren Ferguson</i>	NR		
Anna Danville	<i>Anna Danville</i>	NR		
Nicole Olson	<i>Nicole Olson</i>	NR		
Nathan Feiner	<i>Nathan Feiner</i>	1022 145th ave	Good luck!	6/11/15
Rylan Mint	<i>Rylan Mint</i>	1083 145th ave	Good luck	8/11/15
Monica Wisniewski	<i>Monica Wisniewski</i>	2120 76th St. Somerset, WI		05/11/2015

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Printed Name	Signature	Address	Comment	Date
Taylor Bergeson	Taylor Bergeson			5/11/15
Jana Kucha	Jana Kucha			5/11/15
Moxim Edvins	Moxim Edvins			5/11/15
Desley Sabby	Desley Sabby			5/11/15
Jessie Gillis	Jessie Gillis			5/11/15
Shelley Brumby	Shelley Brumby			5/11/15
Lizzy Fandemill	Lizzy Fandemill			5/11/15
Kenneth Puro	Kenneth Puro			5/11/15
Rebecca Allen	Rebecca Allen			5/11/15
Morgan Graham	Morgan Graham			5/11/15
Bruce Erickson	Bruce Erickson			5/11/15
Miraclea Green	Miraclea Green			5/11/15
Karen Hallmark	Karen Hallmark			5/11/15
Karla Plandry	Karla Plandry			5/11/15
Josh Bonney	Josh Bonney			5-11-15
Sam Krueger	Sam Krueger			5-11-15
Emily True	Emily True			5/11/15
Brandy Hatch	Brandy Hatch			5/14/15
Samir The Berg	Samir The Berg			5/11/15
Laura Sletten	Laura Sletten			5/11/15
Lexi Demick	Lexi Demick			5/11/15
Chloe Fankhauser	Chloe Fankhauser			5-11-15
Christina Varden	Christina Varden			6-11-15
Tessa Potter	Tessa Potter			5/11/15
Amy Kudrjak	Amy Kudrjak			5/11/15

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Printed Name	Signature	Address	Comment	Date
Jacob Wilcox	<i>[Signature]</i>	1439 10 <sup>th</sup> St		5/11/15
Cade Anderson	<i>[Signature]</i>	1256 214 <sup>th</sup> Ave.		5/11/15
Lizzi McKinney	<i>[Signature]</i>	2211 127 <sup>th</sup> St.		5/11/15
Tyler Parent	<i>[Signature]</i>	1747 170 <sup>th</sup> St.		5/11/15
Branna Kupic	<i>[Signature]</i>	1215 West edge Pl		5/11/15
Leighton Cornell	<i>[Signature]</i>	312 Wildwood Ave		5/11/15
Eli Curtis	<i>[Signature]</i>	1359 Mallard Lane		5/11/15
Fort 627 coo'd				
Tyles Ross	<i>[Signature]</i>	2293 80 <sup>th</sup> St		5/11/15
Michelle	<i>[Signature]</i>	327 S. Lakeside		5/11/15
Brandon Larson	<i>[Signature]</i>	2915 Hwy. 64		5/11/15
Local Minske	<i>[Signature]</i>	416 Garraon St		5/11/15
Bessie Davis	<i>[Signature]</i>	438 Waverly Ave	Yes	5/11/15
Jessie Thompson	<i>[Signature]</i>	1141 County Road G	COOL	5/11/15
Garnet Hildebrandt	<i>[Signature]</i>	1561 County Road G		5/11/15
Sara Grese	<i>[Signature]</i>	1305 16 <sup>th</sup> St.	Skating R0X	5/11/15
Samuel Gumbel	<i>[Signature]</i>	974 Don Drive		5/11/15
Lois Ann Ross	<i>[Signature]</i>	2293 80 <sup>th</sup> Street		5/11/15
Clie Meier	<i>[Signature]</i>	<del>423</del> New Richmond		5/11/15
Allison Selam	<i>[Signature]</i>	1310 McArthur Lane		5/11/15
DeAnn Hubbard	<i>[Signature]</i>	718 Wall Street		6/11/15
Talia Hackett	<i>[Signature]</i>	New Richmond		5/11/15
Rebecca Sox	<i>[Signature]</i>	New Richmond		5/11/15
Diane Thelma	<i>[Signature]</i>	New Richmond	YASS	5/11/15
Mike Hunt	<i>[Signature]</i>	New Richmond	YASS	5/11/15

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Printed Name	Signature	Address	Comment	Date
<del>Page</del>	<del>Signature</del>	<del>Address</del>	<del>Comment</del>	<del>Date</del>
Chris Kyle	Chris Kyle	137 60	I want to see bell	5/11/15
New Richmond Town	NRFB	Isobel	I want to see bell	5/11/15
and Boersma	Dwight	1221 adalve New Richmond	I'll be browsing	5/11/15
<del>Andrew Paul Hines</del>	<del>Signature</del>	<del>Address</del>	<del>Comment</del>	<del>Date</del>
Sike Larson	Sike Larson	27 West 5	Good Biker	
Lexi Dunford	Lexi Dunford	853 156th AVE		
Grace Fox	Grace Fox	1784 215th St	hello	
Dani Reali	Danielle Pearl	1766 144th St	hey	
Sadira Burgess	Sadira Burgess	2217 Goose Lake Rd		
Cabe Bortolom	Cabe Bortolom	741 North 4th Street	Hi	
Anthony R. A.	NR		Hi	
Sydney Simpson	Sydney Simpson	54A 206th Street NR		5/11/15
Hannah Meisner	Hannah Meisner			
Jonathan Fuller	Jonathan Fuller			
Madeline Melby	Madeline Melby		Good Luck!	5/11/15
Elizabeth Saw	Elizabeth Saw			5/11/15
Marissa Wold	Marissa Wold			5/11/15
Em Shi HS	Em Shi HS			
Soph Litten	Soph Litten			
Hallee Kacumarski	Hallee Kacumarski			
Mia Olson	Mia Olson			5/11/15
Lose Haussen	Lose Haussen			
Annanda Fredrick	Annanda Fredrick			
Lexi Muscatary	Lexi Muscatary			

Emily Kling  
 Emily Kling





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Printed Name	Signature	Address	Comment	Date
SARASHITS	<i>[Signature]</i>	10222 PASSUM WAY NR		5-11-15
Charles Clark	<i>[Signature]</i>	New Richmond		5-11-15
Kate Hallmark	<i>[Signature]</i>	New Richmond		5-11-15
Christian Weaver	<i>[Signature]</i>	New Richmond		5/11/15
Josh Geale	<i>[Signature]</i>	New Richmond	good stuff	5/11/15
Heather Liefing	<i>[Signature]</i>	New Richmond		5/11/15
Hannah Simpson	<i>[Signature]</i>	New Richmond		5/11/15
Mary Jill SeMiller	<i>[Signature]</i>	New Richmond	Love it Huzz!	5/11/15
Andrew Hanson	<i>[Signature]</i>	New Richmond		5/11/15
Hunter Charles	<i>[Signature]</i>	2151 state Rd 3 S		5-11-15
Caleb Menecke	<i>[Signature]</i>	1468 Gallewood Blvd	COLTON'S GOOD	5-11-15
Sue Paschare	<i>[Signature]</i>	1550 Sequoia Ln.		5/11/15
Julie Buxton	<i>[Signature]</i>	11111 RICHMOND		5/11/15
Eric Metzler	<i>[Signature]</i>	1437 108th St		5/11/15
Paula Mung	<i>[Signature]</i>	11111 RICHMOND	WWW	5-11-15
Bob Sorenson	<i>[Signature]</i>	New Richmond	good idea	5/11/15
Kyle Elkin	<i>[Signature]</i>	NR	COOL!	5/11/15
Alissa Cannon	<i>[Signature]</i>	NR		5/11/15
Poppy Sorely	<i>[Signature]</i>	1145 212th Ave.		5/11/15
Paula Bickel	<i>[Signature]</i>	1196 212th Ave	impartial to some people	5/11/15
Sam Ramisch	<i>[Signature]</i>	320 Gration Rd.		5/11/15
Andrew Barisov	<i>[Signature]</i>	720 PAPER JACKS	good idea	
Croix Stambaugh	<i>[Signature]</i>	650 222nd Ave Somerset WI	Good for the youth of NR	5/13/2015

May 13, 3015

To: New Richmond City Council  
New Richmond, Wisconsin 54017

Re: New Richmond Skate Board Park grant

A \$40,000 grant from Irvin and Mary Sather will be made available to the City of New Richmond if approved by the New Richmond Park Board and the City Council.

When all funding is in place (as/if needed) to complete a functional Skate Board installation by September 30, 2015, as originally stated, the \$40,000 fund will be presented.



Irvin H. Sather



Mary A. Sather

**Citizens Field - Scoreboard**

10/01/14 - Park Board Meeting

**Commitments**

Westfields Hospital	\$	10,000	Scoreboard	Rec#60455	12/22/14
Johnson Motor Sales	\$	2,500	Scoreboard	Rec#60490	1/07/15
JA Counter Associates	\$	1,000	Scoreboard	Rec#60630	2/06/15
Family Fresh	\$	2,500	Scoreboard	Rec#60664	2/17/15
First National Community Bank	\$	10,000	Scoreboard	Rec#60773	3/18/15
	\$	<u>26,000</u>			

Scoreboard costs to date \$ (5,009.20)

**Citizens Field - Scoreboard - balance on hand** \$ 20,990.80

see attached - Park Trust Funds

JA Counter Associates \$ 1,500 Scoreboard to be paid in 2016

**Citizens Field - Scoreboard - future balance** \$ 22,490.80



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TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: May 20, 2015

RE: Benefit Plan Overview

As you are aware, City staff is in the process of looking into short and long-term alternatives related to employee benefits. Below is an overview of the benefit overview which will be presented on May 27<sup>th</sup>.

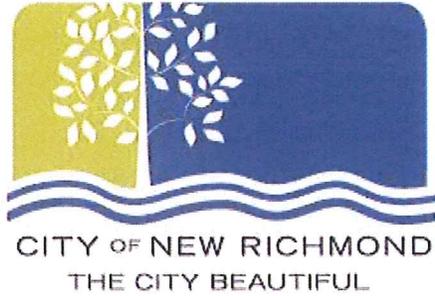
Presentation to the City Council will outline the following:

1. Intro to the process and purpose –
2. Overview of current benefit policies –
3. Purpose of data gathering and collection-
4. Comparison Data Overview – JA Counter
5. Next Steps / Phase II-

Sick Time Overview – Part II. June – August 24th

Findings, potential work with a third party and/or recommendations will go to the City Council on August 24th. From mid-June to mid- August we will review options, etc as a team.

We will provide recommendations to the City's Finance Committee and Council in August related to short and long-term benefit plans.



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**TO:** Mayor and City Council

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

**DATE:** May 21, 2015

**RE:** Surveying Proposal for Freedom Park

Staff has solicited proposals from Cedar Corporation and CBS<sup>2</sup> for surveying services related to the proposed 2015 Freedom Park Improvements that were approved by Park Board and City Council last winter. Funds for this project were approved to come from Park Impact Fees.

The proposals included services to finalize design and provide field survey/construction staking of the proposed parking lot and roadway so that City staff can construct the improvements as planned. The services also include the design of a turn lane on CTH CC. This lane will not be constructed until the Freedom Park access road is paved, but in order to secure a driveway permit with the county, it needs to be designed at this time.

The proposal from Cedar Corporation was for a total fee of \$10,800. The proposal from CBS<sup>2</sup> was for a total fee of \$9,478.25. Staff is recommending contracting with CBS<sup>2</sup> in the amount of \$9,478.25.



604 Wilson Avenue • Menomonie, Wisconsin 54751

715-235-9081  
800-472-7372  
Fax • 715-235-2727  
www.cedarcorp.com

May 15, 2015

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

RE: Professional Construction Staking & Layout Land Surveying Services Proposal  
Freedom Park Road & Parking Lot Improvements  
City of New Richmond, WI

Dear Jeremiah,

Cedar Corporation is pleased to submit this proposal to provide professional construction staking and layout land surveying services for your Freedom Park Road & Parking Lot Improvements.

**SCOPE OF PROJECT:** We understand that the project will consist of providing professional land surveying services office stake out calculations and field construction staking and layout for approximately 3,000 lineal feet, Freedom Park Road & Parking Lot Improvements located in City of New Richmond, Wisconsin.

**SCOPE OF SERVICES:** Cedar Corporation (hereinafter called "Surveyor") proposes to render professional construction staking and layout land surveying services for City of New Richmond (hereinafter called "Client") including office stake out calculations and field construction staking and layout for approximately 3,000 lineal feet, Freedom Park Road & Parking Lot Improvements located in City of New Richmond, Wisconsin (hereinafter called "Project").

**CLIENT SUPPLIED INFORMATION:** The Client will provide the Surveyor with available electronic digital AutoCadd Civil 3D format design drawings and point files for office stake out work required for the Project.

**DESIGN TIMELINE:** The Surveyor's services shall be performed as expeditiously as is consistent with the orderly progress of the Project and all work will be completed as scheduled by Client.

**COMPENSATION:** The Client to pay the Surveyor a Lump Sum fee for professional construction staking and layout land surveying services including the furnishing of all materials, surveying equipment and computers, labor and any required insurance, etc. in the amount of \$2,900. Any additional work not included in the Scope of Services will be invoiced to the Client on a time and material basis or agreed upon fee computed in accordance with the Surveyor's 2015 hourly rate schedule if changes in the work are authorized by the Client. The Surveyor will provide a written quote for any additional work at the Client's request

**SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL:** Design engineering, meetings and presentations, governing agency fees and permits, field surface marking location of private and public underground utilities, sub-surface exploration to locate underground utilities, field staking of existing

Page 2  
May 15, 2015

property lines/easements/right-of-ways, field re-staking and layout due to contractor negligence or vandalism or weather related damages, construction observation, construction coordination, construction certification, and construction record drawings are not included as part of this proposal.

**PAYMENT POLICY:** Client agrees to pay Surveyor the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

**AGREEMENT:** If these terms, as stated above, are understood and agreeable, please sign all copies of this proposal and return one to our office. The Surveyor reserves the right to void this contract if not accepted within 90 days.

Sincerely,

CEDAR CORPORATION



Russell P. Kiviniemi, P.E.  
Director of Civil Engineering Group

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Jeremiah Wendt, Director of Public Works  
City of New Richmond

The logo for CBS², featuring the letters 'cbs' in a lowercase, sans-serif font, followed by a superscripted '2'. Below the text is a stylized graphic of a road curving to the right, with several vertical bars of varying heights representing buildings or structures.

Your Project Solutions Start Here

May 15, 2015

To: Mr. Jeremiah J. Wendt, PE  
156 East First Street  
New Richmond, WI 54017

Re: Freedom Park Road Design/Intersection Concept

Dear Mr. Wendt:

Thank you for the opportunity to submit this road design proposal for your project at Freedom Park for the City of New Richmond. This letter presents our proposed scope of service, deliverables, schedule, fee and agreement for professional services.

### *Scope of Services*

---

CBS<sup>2</sup> will use the existing CAD files to design a 2800' gravel road through Freedom Park. We will attempt to use existing CAD datasets to develop our C3D surfaces for the road design. We may find that the existing CAD files are of poor quality and it will take longer to recreate a DTM from the existing CAD files. If this is the case, we will recommend surveying a 200' corridor along the road center line alignment. The possible 200' corridor survey will not be part of this scope. Standard road design tasks will be performed including designing and drafting typical sections, alignments, profiles and cross sections to accurately slope stake the road in the field. A road ditch design will not be part of this scope. A site design establishing grades for the parking lot will be completed using the existing CAD layout as a conceptual for the geometrics. There are 2 identified culvert pipe locations that will have a hydraulics analysis completed along with the proper sizing of the culvert pipes. We will assemble and draft the design data into a plan set for construction by the City. A turn lane 2d concept will be developed at the intersection of the gravel road and CTH CC. We will provide plan sheets of the turn lane concept.

### *Deliverables*

---

Mapping products that will be delivered for the road design and intersection concept:

- Create Existing DTM Surface from CAD files
- Create Final DTM Surface from CAD files
- Design alignment, plan/profile and cross sections
- Draft road design sheets
- Design parking lot
- Hydraulic Analysis for 2 culvert locations

770 Technology Way  
Chippewa Falls, WI  
54729

info@cbssquaredinc.com

cbssquaredinc.com

cbs<sup>2</sup>



Your Project Solutions Start Here

- Plan set for the road design
- Design 2d turn lane concept
- Plans for 2d turn lane concept
- Files will be delivered as C3D files or \*.dwg format

#### Schedule

The work will be completed by June 30<sup>th</sup>, 2015 or as project timeline allows.

#### Fee

We will perform the survey services described above for \$3,228.25 and the design elements for \$6,250.00 for a total Time and Materials, Not to Exceed of \$9,478.25.

#### Agreement for Professional Services

The survey and engineering work will fall under the City of New Richmond-Master Contract that will apply to the services and which are incorporated into this proposal by reference.

I am looking forward to working with you on your road design and surveying needs. I believe that I have covered the scope and details for you to proceed with your project. If you require additional information or clarification of the information, please feel free to contact me at 715.861.7423.

Sincerely,

CBS<sup>2</sup> Inc.

Neil C. Bove, PLS | Project Manager

Direct: 715.861.7423

[nbowe@cbssquaredinc.com](mailto:nbowe@cbssquaredinc.com)

770 Technology Way  
Chippewa Falls, WI  
54729

[info@cbssquaredinc.com](mailto:info@cbssquaredinc.com)

[cbssquaredinc.com](http://cbssquaredinc.com)

Freedom Park New Richmond St Croix County 14001-3		Detail of Staff Hours		CBS Squared, Inc.				
Itemized Tasks	Activity Code	Code Description	Staff Engineer	Engineer Technician	PLS	Survey Crew Chief	Survey Technician	Admin Assistant
<b>SURVEY</b>								
Travel time (2 round trip)						6.0		
Review/Organize H & V Control from City, Format Survey Data for Collector					2.0	2.0		
GPS Checks in Field/Calibrate to Control Points-Elevations						4.0		
Slope Staking 2800' every 100' Stations and Curve Locations (1 slope stake at each station)						8.0		
Parking Lot Grade Staking (Red Tops w/ whisksers- approx. 100' Grid)						6.0		
<b>SUBTOTAL</b>	729	Survey-General	0.0	0.0	2.0	26.0	0.0	0.0
<b>PROCESS SURVEY DATA</b>								
Download & Manage Survey Data Files						1.0		
Create Cut Sheets from Staking files							2.0	
<b>SUBTOTAL</b>	775	Process Survey Data	0.0	0.0	0.0	1.0	2.0	0.0
<b>FINAL ROADWAY DESIGN</b>								
Review and Format Existing Survey Data from Others (Retler)			4.0		2.0			
Road Design								
Create C&G Surface from Existing DTM Data			12.0					
Typical Sections				4.0				
Geometrics- Design Road Alignment			2.0					
Geometrics- Design Parking Lot			4.0					
Geometrics- Design Plan and Profile			4.0					
Typical Section								
Cross Sections- Cut Every 50'			8.0					
Storm Sewer Sizing and Pipe Designs			4.0					
HY-8 Analysis			8.0					
Drafting Plan Set				8.0				
Turn Lane 2D Concept (Gravel Road/CTH CC)			12.0					
Design Turn Lane Concepts				8.0				
Drafting Plan Set								
Correspondence/Manage							6.0	
<b>SUBTOTAL</b>	742	Finalize Design Elements	66.0	20.0	3.0	0.0	0.0	0.0
<b>ADMINISTRATION</b>								
								1.0
<b>SUBTOTAL</b>	740	Project Dev-Admin/Coordination	0.0	0.0	0.0	0.0	0.0	1.0
<b>Total</b>		116.0	66.0	20.0	10.0	27.0	2.0	1.0

**Fee Computation Summary by Engineering Task**

**Freedom Park**  
**New Richmond**  
**St Croix County**  
**14001-3**

**CBS Squared, Inc.**

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee Amount	Direct Expenses	Totals
Survey-General	729	\$2,150.00	\$0.00	\$0.00	\$828.25	\$2,978.25
Process Survey Data	775	\$195.00	\$0.00	\$0.00	\$0.00	\$195.00
Finalize Design Elements	742	\$6,250.00	\$0.00	\$0.00	\$0.00	\$6,250.00
Project Dev-Admin/Coordination	740	\$55.00	\$0.00	\$0.00	\$0.00	\$55.00
						\$0.00
		\$8,650.00	\$0.00	\$0.00	\$828.25	\$9,478.25



604 Wilson Avenue • Menomonie, Wisconsin 54751

715-235-9081  
800-472-7372  
Fax • 715-235-2727  
www.cedarcorp.com

May 15, 2015

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

RE: Professional Civil Engineering Design Services Proposal  
Freedom Park Access Road & CTH CC Intersection Right Turn Lane & By-Pass Lane Improvements  
City of New Richmond, WI

Dear Jeremiah,

Cedar Corporation is pleased to submit this proposal to provide professional civil engineering design services for your proposed Freedom Park Access Road & CTH CC Intersection Right Turn Lane and By-Pass Lane Improvements located in City of New Richmond, WI.

**SCOPE OF PROJECT:** We understand that the project will consist of providing professional civil engineering design services for Freedom Park Road & CTH CC Intersection Right Turn Lane and By-Pass Lane improvements including field topographic and data collection survey, design plan and profile, cross-sections, details, construction note specifications in conformance with WisDOT FDM standards based on existing 55 mph speed limit, located in City of New Richmond, WI.

**SCOPE OF SERVICES:** Cedar Corporation (hereinafter called "Engineer") proposes to render professional civil engineering design services for City of New Richmond (hereinafter called "Client") including the scope of services as outlined in the above scope of project description for Freedom Park Access Road & CTH CC Intersection Right Turn Lane & By-Pass Improvements located in City of New Richmond, WI (hereinafter called "Project").

**CLIENT SUPPLIED INFORMATION:** The Client will provide the Engineer with electronic copy of Freedom Park proposed access road design drawings in AutoCadd Civil 3D or compatible format for design, traffic impact study if required, and review comments of Engineer's design drawings and specifications.

**DESIGN TIMELINE:** The Engineer's services shall be performed as expeditiously as is consistent with the orderly progress of the Project as determined by the Client as outlined in the above scope of project description.

**COMPENSATION:** The Client agrees to pay the Engineer contract fixed Lump Sum Fee in amount of \$7,900 for professional civil engineering design as outlined in the above scope of project and scope of services, and below services not provided as part of this proposal contract. Any additional work not included in the Scope of Services and below services not provided as part of this proposal contract and will be invoiced to the Client on a time and material basis or agreed upon fee computed in accordance with the

Engineer's 2015 hourly rate schedule if said changes in the work are authorized by the Client. The Engineer will provide a written quote for any additional work at the Client's request.

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and investigations, Right-of-Way survey and map, ALTA survey and map, boundary survey, Certified Survey Map (CSM), subdivision plat map, property title and abstract search, traffic impact analysis and study report, governing agency permit review and impact fees, field surface marking location and depth of private and public underground utilities, traffic signals design, utilities design (water, sanitary sewer, lighting, electric, natural gas, cable TV, communications, fiber optic, internet), sub-surface exploration to locate and determine depth of underground utilities and storm sewer, easements, soil borings, soil boring contractor or contractor backhoe services for soil borings, geotechnical engineer soil report and recommendations for design, construction related services, construction administration, construction coordination, construction staking and layout, bidding services, construction observation, construction certification, construction as-built field data collection and prepare construction record drawings, wetland delineation determination, wetland related permits, wetland boundary data collection & map, wetland fill and wetland mitigation, ecological studies and investigations, and historical site studies and investigations are not included as part of this proposal contract..

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign one copy of this proposal contract and return to our office by email or mail.

Sincerely,

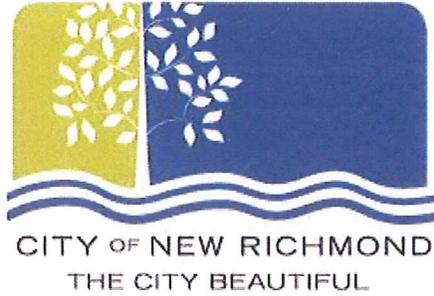
CEDAR CORPORATION



Russell P. Kiviniemi, P.E.  
Director of Civil Engineering Group

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Jeremiah J. Wendt, P.E.  
Director of Public Works



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: Jeremiah Wendt, Public Works Director**

**DATE: May 21, 2015**

**RE: Bid for Crackfilling**

City staff recently advertised for bids to have a contractor perform crackfilling services on City streets. This is one aspect of the street maintenance budget line item that the Council approved for 2015. Staff requested that bidders provide the number of linear feet that they could crackfill for a budget amount of \$25,000. Three bids were received, which are summarized below:

- American Pavement Solutions ..... 37,500 LF
- Fahrner Asphalt Sealers ..... 28,089 LF
- Superior Sealers, LLC ..... 38,500 LF

Based on the bids received, staff is recommending that the Council approve a contract with Superior Sealers, LLC to crackfill a total of 38,500 lineal feet at a cost of \$25,000.

**ADVERTISEMENT FOR BIDS  
CRACK FILLING**

**The City of New Richmond is requesting sealed bids for the 2015 season for approximately \$25,000 of crack filling. Material specified will be hot poured rubberized sealant, conforming to Federal Specification Astm-D-6690. Method requested for this project will be to router to ¾" x ¾" and use heat lance and air blow technique. Bid supplied will be for quantity of lineal feet to be crack filled for the above stated budgeted amount.**

**Sealed bids will be accepted until 2:30 p.m. on Thursday, May 7, 2015 and opened at that time at the City of New Richmond, Civic Center, 156 East First Street, New Richmond, Wisconsin 54017. Telephone 715-246-4268.**

**The City of New Richmond reserves the right to reject any or all bids and waive any irregularities in the bids, and further reserves the right to award the contract in the best interest of the City.**

**Tanya Regiel  
City Clerk**

# SUPERIOR SEALERS, LLC

380 EAST RANDALL ROAD, FALL CREEK, WI 54742 | OFFICE: 715-877-1218 | ROD@SUPERIORSEALERSLLC.COM | WWW.SUPERIORSEALERSLLC.COM

City of New Richmond  
156 East First Street  
New Richmond, WI 54017

## Estimate

Date: 5/4/2015

Item	Description	Qty	Total
Crack Sealing	All cracks will be cleaned of all debris and vegetation, mechanically routed 3/4 in. by 3/4 in., air blown, heat lanced, followed by an application of Rubberized Hot Joint Sealer Spec.(ASTM-D-6690), Fed Spec.(SS 1401 C) F.A.A. Spec.(P605) All previously sealed cracks will be resealed.	38,500	25,000.00
<b>Total</b>			<b>\$25,000.00</b>

Acceptance of Proposal-At time of accepting this proposal a 25% down payment of the price of the contract is due. Please send a check payable to Superior Sealers LLC in the amount of \$ \_\_\_\_\_ when mailing back contract. The remaining amount is due upon completion. Any payment 15 days past due will be charged a 1.5% late fee. Late fee will be charged every 30 days from original date owed. Legal fees and court costs incurred in collection of monies owed accordingly to this contract will be owed by customer.

Cracksealing is sold by the foot.

Date \_\_\_\_\_  
Signature \_\_\_\_\_



(920) 662-9662 Green Bay  
 (920) 733-0025 Appleton  
 (608) 250-4996 Madison  
 (800) 236-7404 Toll Free  
 (920) 662-9655 Fax

Job No. ML

P.O. Box 13007  
 Green Bay, WI 54307-3007

Date: 6 May 2015

CONTACT: Gary Crosby	CASH PRICE: \$25,000.00
NAME: City of New Richmond ADDRESS: Civic Center 156 E. First St. New Richmond, WI 54017	TELEPHONE: 715-381-8926 DESCRIPTION OF PROPERTY: Various city streets for the City of New Richmond

AMERICAN PAVEMENT SOLUTIONS, INC. (CONTRACTOR) and OWNER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

- CONTRACTOR WILL ROUT CRACKS WHERE NECESSARY 3/4 x 3/4 (WIDTH VERSUS DEPTH).
- CONTRACTOR WILL BLOW OUT AND CLEAN CRACKS.
- CONTRACTOR WILL HEAT LANCE IF MOISTURE IS PRESENT.
- CONTRACTOR WILL FILL CRACKS WITH FEDERAL SPECIFICATION ASTM-D-6690 HOT RUBBERIZED JOINT SEALANT AND OVERBAND USING SQUEEGEE METHOD.
- \*\*\*LINEAL FOOTAGE NOT TO EXCEED 37,500 LF BASED ON \$25,000.

\*\*\*PRICE.....\$25,000.00

OWNER agrees to pay CONTRACTOR for said construction in one installment upon completion. Following that scheduled maturity, a Delinquency Charge after scheduled maturity of 1.5% per month (18% per annum) will be assessed on the unpaid balance of the Total of Payments outstanding as of said maturity date and at the expiration of each succeeding 30 day period thereafter. All warranties void if not paid in 30 days.

In accordance with the requirements set forth by the Wisconsin Construction Lien Law. Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owners land and building if not paid. Those entitled to lien rights, in addition to Contractor, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Contractor will cooperate with Owner and his lender to see that all potential lien claims are duly paid.

CONTRACTOR'S obligations hereunder are contingent upon strikes, accidents, delays or acts of God beyond the CONTRACTOR'S control. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

  
 \_\_\_\_\_  
 CONTRACTOR REPRESENTATIVE  
 Robert J. Burkel, Sec/Treas.

\_\_\_\_\_  
 OWNER'S SIGNATURE  
 FULL PAYMENT ON COMPLETION

5/6/15  
 \_\_\_\_\_  
 DATE

PROPOSAL / CONTRACT

Job. No. \_\_\_\_\_

Date: May 01, 2015



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054
KAUKAUNA, WI 54130
860 Eastline Road
Ph.: 920.759.1008
Fax: 920.759.1019
WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470
EAU CLAIRE, WI 54703
6615 U.S. Hwy 12 W
Ph.: 715.874.6070
Fax: 715.874.6717

FREDERIC, WI 54837
3468 115th Street
Ph.: 715.653.2535
Fax: 715.653.2553
SAGINAW, MI 48601
2224 Veterans Memorial Pkwy
Ph.: 989.752.9200
Fax: 989.752.9205
DUBUQUE, IA 52003
4485 Dodge Street
Ph.: 563.556.6231
Fax: 563.588.1240
OAKDALE, MN 55128
7500 Hudson Blvd., Ste. 305
Ph.: 651.340.6212
Fax: 651.340.6221

Contact Name: Jeremiah Contract Price \$25,000.00
PURCHASER: City of New Richmond TELEPHONE: (715) 246-4268
ADDRESS: 156 E. First St. DESCRIPTION OF PROPERTY:
New Richmond, WI 54017 City of New Richmond
156 E. First St.
New Richmond, WI 54017

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

- Rout out cracks to a 3/4 x 3/4 ratio width versus depth.
Blow out and clean cracks with compressed air and heat lance.
Seal cracks with a rubberized asphalt crack sealant. This material exceeds Fed Spec ASTM D6690
Crack sealing shall be done at a price of \$ 0.89/lineal foot up to \$25,000.00. (total lineal feet = 28,089)

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 30 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- 2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$25,000.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC:

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

Jason Pearson Cell: (715) 828-1205
(PRINT OR TYPE NAME)

(PRINT OR TYPE NAME)

By: [Signature]
(CONTRACTOR REPRESENTATIVE)

By: \_\_\_\_\_
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: May 01, 2015

Date of acceptance: \_\_\_\_\_

## TERMS AND CONDITIONS

### NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

### ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

### EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

### PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this ProposalContract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

### INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

### WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, and quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document. All warranties are void if payment is not made as stipulated.

### DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301 (28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

### INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

### PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

### BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

### ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
11/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: American Guarantee and Liability Insurance	26247-001
INSURED Fahrner Asphalt Sealers, LLC 6615 US Highway 12 West Eau Claire, WI 54702	INSURER B: American Zurich Insurance Company	40142-001
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 22385540      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO 5944711-06	12/1/2014	12/1/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 5944710-06	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			AUC 9377611-11	12/1/2014	12/1/2015	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 5944712-06	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				WC 5944713-06	12/1/2014	12/1/2015	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

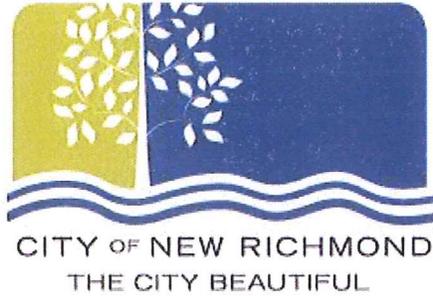
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Coverage .	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Coll:4572040 Tpl:1889674 Cert:22385540 ©1988-2014 ACORD CORPORATION. All rights reserved.



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New Richmond, WI 54017  
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**TO:** Mayor and City Council

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

**DATE:** May 21, 2015

**RE:** Sidewalk Construction/Repair Policy

#### **Background**

Based on feedback from the Committee at the January 19, 2015 meeting, City Staff and the City Attorney have drafted revisions to Ordinance 70-3 related to sidewalk construction and repair. The revised ordinance is attached to this memo, showing the proposed changes from the existing ordinance. Key highlights of the revised ordinance, requested by the Committee include:

- Costs of new and replacement sidewalk would be split between the City and the adjacent property owner
- Assessments can be repaid in one lump sum, or over a set time period with an interest rate to be determined by the City
- A plan for sidewalk construction and replacement would be developed annually by the Public Works Committee and submitted to the Common Council for approval
- Multi-use trails are not included in the policy, as staff did not find this to be standard practice

This ordinance was recommended for approval by the Public Works Committee. Please review the attached ordinance amendment. This will be considered the first reading of this ordinance.

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.

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(b)

Cost of new construction. If the Common Council determines that a new sidewalk shall be constructed in a location where no sidewalk currently exists, the costs of the sidewalk construction shall be shared between the City and the abutting property owner, with each entity paying 50% of the cost to construct the sidewalk. 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 City will construct the sidewalk, and the City Clerk-Treasurer shall bill 50% of the cost thereof (as established in paragraph b) to the Property Owner. 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 10 years at an annual interest rate of 6%. The property owner shall be responsible for the payment of new sidewalk construction, repair or reconstruction or curb and gutter and shall pay said costs in accordance with the terms and policies of the Common Council of the City.

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(c)

Repair or replacement. 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.

(1) If the property owner complies with the City's order, the City shall reimburse the property owner for 50% of the cost of the sidewalk project at the lineal foot rate as established in paragraph b.

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(2) If the property owner shall fail to so repair or remove and replace such sidewalk within 20 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 enter bill the total 50% of the cost thereof (as established in paragraph b) to the Property Owner. 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 10 years at an annual interest rate of 6%.

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If an emergency situation exists which is caused by a sidewalk in need of repair, the Common Council or its designee shall immediately direct the property owner to immediately make repairs. If the property owner shall fail to repair such sidewalk within the required period, the Common Council shall make the necessary repairs and the City Clerk-Treasurer shall enter the total cost thereof on the tax roll as a special tax against said parcel.

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(e)

~~(11)~~

~~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 may be charged to the abutting property owner in the same manner as provided in this section for major repairs will be borne by the City.~~

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(c)

*Permit.* No person shall hereafter lay, remove, replace or repair any public sidewalk within the City unless he is under contract with the City to do such work or has obtained a permit therefor 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.

(d) (f)

*Nonconforming sidewalks.* No sidewalk which shall be constructed contrary to the provisions of this section shall 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 whatever had been built or constructed in the place where any such sidewalk is located.

*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 curbline, 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.

~~(14)~~

~~*Minor repairs.* Nothing in this section shall apply to minor repairs, the cost of which does not exceed \$400.00; such repairs may be made at the direction of the Council without notice, and the cost thereof may be charged to the abutting property owner in the same manner as provided in this section for major repairs.~~

(e)

~~*Repair or replacement.* Pursuant to Wis. Stats. § 66.0907, the Common Council may order at any time property owners to repair or remove and replace any sidewalk 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 20 days after service of the notice provided in Wis. Stats. § 66.0907(3)(e), the Common Council or its designee shall repair or construct such sidewalk and the City Clerk-Treasurer shall enter the total cost thereof upon the tax roll as a special tax against said lot or parcel of land. If an emergency situation exists which is caused by a sidewalk in need of repair, the Common Council or its designee shall immediately direct the property owner to immediately make repairs. If the property owner shall fail to repair such sidewalk within the required period, the Common Council shall make the necessary repairs and the City Clerk-Treasurer shall enter the total cost thereof on the tax roll as a special tax against said parcel.~~

(f)

~~*Nonconforming sidewalks.* No sidewalk which shall be constructed contrary to the provisions of this section shall 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 whatever had been built or constructed in the place where any such sidewalk is located.~~



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**TO:** Mayor and City Council

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

**DATE:** May 21, 2015

**RE:** Temporary Driveway to Access County/ESR Building

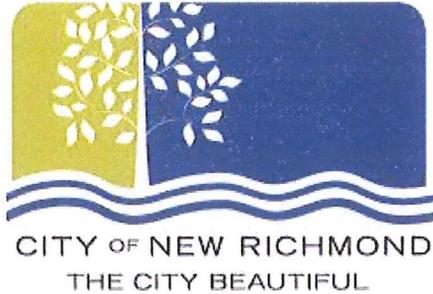
#### **Background**

The County is planning construction of a new facility at their property on CTH K. During construction of the new facility, they need to maintain access to the existing ESR building. They would like to keep the traffic that is accessing this building separate from the construction-related traffic, which necessitates a temporary driveway on the western edge of their property.

City Ordinance 70-39(a)(2) says "The number of driveways to serve an individual property fronting on a street shall be one, except where deemed necessary and feasible by the Common Council for reasonable and adequate service to the property, considering the safety, convenience and utility of the street." As such, the addition of this temporary driveway requires council approval.

#### **Recommendation**

Staff is recommending approval of the temporary driveway for the County ESR facility. This item has also been approved by the Public Works Committee.



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TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: May 21, 2015

RE: St. Croix Power Sports – Landscaping Plan

As a condition of approval of St. Croix Power Sports, staff recommended that a final landscaping plan be submitted, reviewed by a landscape architect and presented back to the City Council for formal approval. On Wednesday evening, staff will present the updated landscaping plan for approval by the City Council in order for the owners of St. Croix Power Sports to move forward with landscape planning this year.

**Resolution #051502**  
**Supporting Continued Defederalization of the**  
**Regional Consolidated Revolving Loan Fund**

WHEREAS, the City of New Richmond voluntarily transferred the assets of its CDBG funded Revolving Loan Fund to Regional Business Fund, Inc. (RBF) in April of 2007 to allow the businesses in the municipality greater access to a more flexible source of business financing and enhance economic development in the region; and

WHEREAS, staff of the West Central Wisconsin Regional Planning Commission followed the direction provided by the Wisconsin Department of Commerce (DOC) and the Department of Housing and Urban Development (HUD) in developing the process to consolidate and defederalize the municipal revolving loan funds into the RBF, Inc. as outlined in the Investment Strategy and Memorandum of Understanding with DOC; and

WHEREAS, starting in 2011, administration of the CDBG program at the state level was transferred from DOC to the Wisconsin Economic Development Corporation (WEDC), and then to the Wisconsin Department of Administration (DOA) in July, 2013; and

WHEREAS, on April 1, 2015 DOA notified the RBF that HUD has determined that the proper defederalization process was not followed and that all existing cash and future consolidated loan fund repayments thereby must be considered federal and must adhere to all accompanying federal rules and requirements; and

WHEREAS, the City of New Richmond does not agree with the DOA and HUD ruling because the process for defederalization was originally provided and directed by DOC and HUD;

WHEREAS, having to administer the Consolidated Revolving Loan Fund with the federal restrictions will minimize the funds usefulness to businesses in that the federal requirements are restrictive and burdensome; and

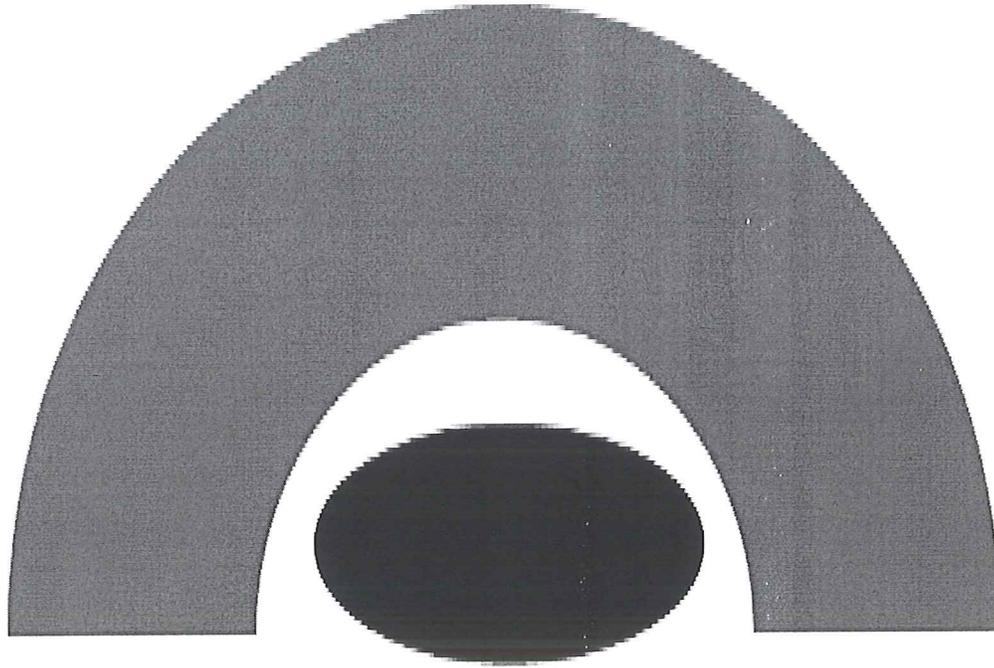
NOW, THEREFORE, BE IT RESOLVED, that the City of New Richmond encourages DOA and HUD to reconsider their ruling and allow the Consolidated Revolving Loan Fund proceeds to continue in their defederalized status. This defederalization is necessary and vital to west Central Wisconsin businesses as they seek to add jobs and investment to the regional economy.

Adopted this 27<sup>th</sup> day of May, 2015.

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

ATTEST:

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



# REGIONAL BUSINESS FUND, INC.

An economic development partner promoting business and economic development in  
West Central Wisconsin

---

**I am reaching out to you to urge you to pass a resolution in support of the defederalized status of Regional Business Fund, Inc.** For your convenience, below is a draft version that you are free to edit however you'd like. Please scan and email it back to [bwaldhart@wcvrpc.org](mailto:bwaldhart@wcvrpc.org), or you may mail it to my attention: RBF, Inc., 800 Wisconsin Street, Mail Box 9, Eau Claire, WI 54703. We are hoping to have them all returned to our office by June 22<sup>nd</sup>. We will then package all of the community and county resolutions and send them to the Secretary of the Wisconsin Department of Administration, the Secretary of Housing and Urban

Development, and multiple legislators and other interested parties will be copied in. We will also be reaching out to other partners to draft letters of support, including our network of financial institutions.

We feel strongly that this show of support is crucial to telling the story! Please contact me if you have questions or concerns.

Beth

Example Resolution No. 2015-02

**Supporting Continued Defederalization of the Regional Consolidated  
Revolving Loan Fund**

WHEREAS, *municipality* (or your county, if you did not have an RLF to consolidate) voluntarily transferred the assets of its CDBG funded Revolving Loan Fund to Regional Business Fund, Inc. (RBF) in *date* to allow the businesses in the municipality greater access to a more flexible source of business financing and enhance economic development in the region; and

WHEREAS, staff of the West Central Wisconsin Regional Planning Commission followed the direction provided by the Wisconsin Department of Commerce (DOC) and the Department of Housing and Urban Development (HUD) in developing the process to consolidate and defederalize the municipal revolving loan funds into the RBF, Inc. as outlined in the Investment Strategy and Memorandum of Understanding with DOC; and

WHEREAS, starting in 2011, administration of the CDBG program at the state level was transferred from DOC to the Wisconsin Economic Development Corporation (WEDC), and then to the Wisconsin Department of Administration (DOA) in July, 2013; and

WHEREAS, on April 1, 2015 DOA notified the RBF that HUD has determined that the proper defederalization process was not followed and that all

existing cash and future consolidated loan fund repayments thereby must be considered federal and must adhere to all accompanying federal rules and requirements; and

WHEREAS, municipality does not agree with the DOA and HUD ruling because the process for defederalization was originally provided and directed by DOC and HUD;

WHEREAS, having to administer the Consolidated Revolving Loan Fund with the federal restrictions will minimize the funds usefulness to businesses in that the federal requirements are restrictive and burdensome; and

NOW, THEREFORE, BE IT RESOLVED, that municipality encourages DOA and HUD to reconsider their ruling and allow the Consolidated Revolving Loan Fund proceeds to continue in their defederalized status. This defederalization is necessary and vital to west Central Wisconsin businesses as they seek to add jobs and investment to the regional economy.

Adopted this date.

Name, Title

ATTEST: I hereby certify that the foregoing resolution was duly adopted by the municipality at a legal meeting held on this date.

Name, Title



Beth Waldhart  
Fund Manager

[bwaldhart@wcrpc.org](mailto:bwaldhart@wcrpc.org)  
715-836-2918 x19

Levi Wagner  
Lending Specialist

[wagner@wcrpc.org](mailto:wagner@wcrpc.org)  
715-836-2918 x14

Jennifer Ludwig  
Loan Processor

[jludwig@wcrpc.org](mailto:jludwig@wcrpc.org)  
715-836-2918 x20

Regional Business Fund | 800 Wisconsin | Bldg. D2, Ste 401 | Mail Box 9 | Eau Claire | WI | 54703

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MailChimp

## Tanya Reigel

---

**From:** Mike Darrow  
**Sent:** Wednesday, May 13, 2015 10:56 AM  
**To:** Beth Thompson; Tanya Reigel  
**Subject:** Fwd: Resolution Request!

Let's add this

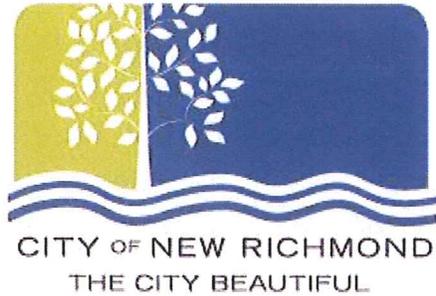
Sent from my iPhone

Begin forwarded message:

**From:** Regional Business Fund, Inc. <[bwaldhart@wcvrpc.org](mailto:bwaldhart@wcvrpc.org)>  
**Date:** May 13, 2015 at 10:55:26 AM CDT  
**To:** <[mdarrow@newrichmondwi.gov](mailto:mdarrow@newrichmondwi.gov)>  
**Subject: Resolution Request!**  
**Reply-To:** Regional Business Fund, Inc. <[bwaldhart@wcvrpc.org](mailto:bwaldhart@wcvrpc.org)>

Your Region... Your Fund... Your News

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**TO: Mayor and City Council**

**FROM: Mike Darrow, City Administrator**

**DATE: May 21, 2015**

**RE: 2015/2016 Street and Utility Projects – SEH Contract**

#### **Contracts Structure**

SEH will set up a total of five contracts for design and construction services related to Street and Utility projects in the 2015 and 2016 construction seasons. One of these contracts will be with the Town of Richmond, and the remainder with the City.

- The first contract will include design of all streets for 2015 construction, with the exception of the Township share of the 175<sup>th</sup> Avenue project. This contract would include 115<sup>th</sup> Street, 175<sup>th</sup> Avenue, and High/Pierson Street with a not-to-exceed amount of \$35,550, and is recommended for immediate approval to maintain the schedule to build these projects in 2015. These projects have been recommended for approval by the Utility Commission. A detailed breakdown of the projects is included below.
- The second contract will include design of all streets for 2016 construction. This contract was originally estimated at \$215,800, but based on the pursuit of funding for North 4<sup>th</sup> Street, and the fact that the Township does not have funding allocated for 125<sup>th</sup> Street in 2016, further direction is needed for the list of projects planned for 2016. Based on this direction from the council, SEH will revise and submit a separate contract for council approval in June 2015.
- The third contract will include construction services for the streets planned to be constructed in 2015. The estimated amount of this contract is \$22,800, but this amount is subject to change based on any changes that occur during the design process. This contract will be presented to the Finance Committee, Utility Commission, and City Council for approval in July or August of this year.

- The fourth contract will include construction services for the streets planned to be constructed in 2016. The estimated amount of this contract is \$206,700, but this amount is subject to change based on any changes that occur during the design process. This contract is expected to be presented to the Finance Committee, Utility Commission, and City Council for approval in early 2016 in anticipation of the 2016 construction season.
- The fifth contract will be with the Town of Richmond and will include design and construction services for the Township's share of 175<sup>th</sup> Avenue. The estimated amount of this contract with the Town is \$10,750. This contract was presented to the Township at their May 14 meeting for consideration, and they voted to move forward with the project, pending legal review of the contract.

In addition to the 175<sup>th</sup> Avenue project, 125<sup>th</sup> Street also lies partially in the Town of Richmond, so staff discussed this project with the Town Board at their May 14<sup>th</sup> meeting. The indication from the Town of Richmond was that this project is not currently a priority for them, and they do not anticipate that they would have funding for it in 2016 or 2017.

### **Scope Changes from Original Proposal**

The High Street/N. Pierson Avenue project involves a change in scope that was not included in the original proposal. After the engineering proposal was submitted, three alignment alternatives were discussed with the City of New Richmond and Lakeside Foods, Inc. as well as the general traffic volume and flow in and out of the plant entrances. Lakeside Foods and City staff would like to see cost comparisons among the various alternatives in order to decide what design approach to choose. The cost estimate presented as part of the original proposal utilized the current alignment, so both the construction and engineering costs may be subject to change depending on the alignment chosen. The proposed engineering fee would cover the work involved with either of the first two alignments. However, if the third alignment is chosen by Lakeside Foods (along the railroad spur), the engineering design fee will increase by \$2,500 and the engineering construction fee would increase by \$1,200 due to the additional engineering work involved with that particular alignment.

The contract approach is to have the work performed under contract with the City and the City would get reimbursed for 50% of the costs from Lakeside under a separate agreement between the City and Lakeside.

### **Funding Status for North 4<sup>th</sup> Street and North Shore Drive**

North 4<sup>th</sup> Street qualifies for the WisDOT STP Urban funding program. The program applications are due at the end of July, with successful projects being published in November. In order for SEH to be eligible to provide design services on the project, WisDOT rules would

require someone other than SEH to prepare and submit the funding application. If the City wished to submit the application itself, the City could scope and develop a cost estimate for the project, and SEH could respond to any questions that the City had regarding the application submittal process. If the application was submitted this year (2015) and approved by the WisDOT, construction would likely take place in 2017. If the North 4<sup>th</sup> Street project is delayed to pursue this funding source, the Council might consider moving another project from the 2017 CIP list to 2016. Because North Shore Drive has a similar cost estimate to the North 4<sup>th</sup> Street Project, staff is recommending that North Shore Drive be moved to 2016, and North 4<sup>th</sup> Street be pushed back to 2017. The estimated cost to design North Shore Drive is \$6,700 more than the cost to design North 4<sup>th</sup> Street due to the additional complexities of North Shore Drive, so that additional amount has been included in the proposed design contract.

## 2015 Project Breakdown

### 1. 175<sup>th</sup> Avenue

- a. Brief Description:* The 175<sup>th</sup> Avenue project consists of the removal of the existing roadway, and construction of a new roadway. The new roadway would be a rural section with 2-11 foot lanes and a 2 foot gravel shoulder on each side.
- b. Anticipated Start and End Date:* Design of the project would begin immediately, with construction occurring from August to October of 2015.
- c. Project Lead:* SEH, with assistance from City staff.
- d. Sources of Funds:* Of the total \$120,000 in estimated cost (including engineering), 50% of the funds would be provided by the Town of Richmond. The City's share of \$60,000 would be paid for with borrowed funds.
- e. Public Process:* The property-owners on 175<sup>th</sup> Avenue are residents of the Town of Richmond. SEH and City staff would engage these homeowners early in the design phase of the project to notify them of the plans for construction and traffic control.
- f. Recommendation* – City Staff is seeking formal approval to begin this Project. Motion to approve 175<sup>th</sup> Avenue as a Capital Improvement Project for 2015.

### 2. 115<sup>th</sup> Street

- a. Brief Description:* The 115<sup>th</sup> Street project consists of the removal of the existing roadway, and construction of a new roadway. The new roadway would be an urban section, 32 feet wide with curb and gutter. Due to the increase in impervious surface, stormwater management would be required. City staff's intent would be to incorporate a swale or holding pond into the existing Doar Prairie Restoration to provide the necessary stormwater treatment.
- b. Anticipated Start and End Date:* Design of the project would begin immediately, with construction occurring from August to October of 2015.

- c. **Project Lead:*** SEH, with assistance from City staff.
- d. **Sources of Funds:*** Of the total \$214,700 in estimated cost (including engineering), City staff has proposed to assess \$60,000 to the wastewater utility, reflecting the impact of trucks hauling biosolids and centrate to and from the WWTP. This project was also identified in the City's Impact Fee Assessment, so the current balance of approximately \$60,000 in impact fees could be applied to this project as well. The remaining \$94,700 would be paid with borrowed funds.
- e. **Public Process:*** The construction project would not only affect residents that live directly on 115<sup>th</sup> Street, but nearby residents on West 6<sup>th</sup> and West 7<sup>th</sup> Streets as well. SEH and City staff would engage these homeowners early in the design phase of the project to notify them of the plans for construction and traffic control.
- f. **Recommendation*** – City Staff is seeking formal approval to begin this Project. Motion to approve 115<sup>th</sup> Street as a Capital Improvement Project for 2015.

### 3. High/North Pierson Street

- a. **Brief Description:*** The High/North Pierson Street project consists of the removal of the existing roadway, and construction of a new roadway. The new roadway would be an rural section, with 2-12 foot lanes and a two foot shoulder (the width will vary due to design for truck traffic).
- b. **Anticipated Start and End Date:*** Design of the project would begin immediately, with construction occurring from August to October of 2015.
- c. **Project Lead:*** SEH, with assistance from City staff.
- d. **Sources of Funds:*** Of the total \$123,900 in estimated cost (including engineering), Lakeside Foods has preliminarily agreed to share half of the costs. The City's share of approximately \$61,950 would be paid with borrowed funds.
- e. **Public Process:*** The construction project would affect Lakeside Foods, as well as two residents that live on the stretch of road slated for reconstruction. The City and SEH have been working closely with Lakeside, and would also engage those homeowners early in the design phase of the project to notify them of plans for construction and traffic control.
- f. **Recommendation*** – City Staff is seeking formal approval to begin this Project. Motion to approve High/North Pierson Street as a Capital Improvement Project for 2015.

## **Recommendation**

City staff is making the following recommendations:

- Approve the contract with SEH to design 175<sup>th</sup> Avenue, 115<sup>th</sup> Street and High/North Pierson Street at an amount not to exceed \$35,550.
- Direct staff and SEH to assemble a contract for projects to be constructed in 2016, and provide guidance on the projects to be included. Staff will bring this contract back to the Council for approval in June so that design on those projects can proceed.



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TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: May 20, 2015

RE: Proposed City Council Work Session Summer Schedule

Below is a proposed work session schedule for the summer. Staff will provide an overview of these items during the meeting on May 27<sup>th</sup>. Please note that additional items may be placed on work session agendas, however these are the current "large-scale" planning projects that are currently being undertaken.

#### May 27, 2015

- Sick Time Discussion
  - JA Counter
  - Overview of NR v Region
- Freedom Park Schedule
  - Event Planning for Moving Wall / Concept
- Capital Improvement Project Approval
  - Review of Sources and Uses of Funds and Approval of Summer Projects

#### June 22, 2015

- First Draft of Employee Handbook Sections 1-5
  - These sections have been vetted by the employee subcommittee
- Discussion regarding Commons Building and Library Next Steps
  - What are possible next steps
- 2016 Budget Goals and Projections
  - Brief overview of goals
- City/Utility Overview
  - Overview of City/Utility Process

July 2015 OFF

August 24, 2015

- Sick Time and Benefits Overview and Recommendation
  - First Draft of Benefit Overview
- Vacation and Benefit Overview and Recommendation
  - First Draft of Vacation and Benefit Overview
- 2016 Budget Discussion
  - Review of goals and policies for 2016 and budget timeline