



May 4, 2015

TO ALL UTILITY COMMISSION MEMBERS:

GERRY WARNER
BOB MULLEN
JERRY FREY
DAN CASEY
PAT BECKER

This is to inform you that there will be a Utility Commission Meeting on **May 6, 2015 at 3:30 p.m.** in the Administrator's office at the Civic Center.

AGENDA:

1. Call to order
2. Adoption of agenda
3. Approval of previous commission meeting minutes
4. Approval of bills and disbursements – April 2015
5. Public Comment
6. Approval of Shared Savings Loan – Loehr Management LLC
7. SEH Contract – 2015/2016 Street and Utility Improvements
8. PSI Contract – 2015/2016 Street and Utility Improvements Subsurface Exploration
9. South Water Tower Reconditioning Project Update
10. Water Tower Space Lease with St. Croix County
11. Staff Reports
12. Communications and miscellaneous correspondence
13. Adjourn

A handwritten signature in black ink, appearing to read "Mike Darrow". The signature is stylized and cursive.

Mike Darrow
Utility Manager

A majority of the members of the New Richmond City Council may be present at the above meeting.

Pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W. 2nd 408 (1993) such attendance may be considered a meeting of the City Council and must be noticed as such, although the Council will not take action at this meeting.

April 6, 2015

The regular meeting of the New Richmond Utility Commission was held on April 6, 2015 at 3:30 p.m. at the Civic Center.

Jerry Frey called the meeting to order at 3:30 p.m.

Members Present: Jerry Frey, Bob Mullen, Gerry Warner, and Pat Becker.

Members Absent: Dan Casey

A motion was made by Gerry Warner to approve the agenda, seconded by Pat Becker, and carried.

A motion was made by Bob Mullen to approve the minutes of the March 4, 2015 meeting, and approve bills and disbursements, seconded by Gerry Warner, and carried.

Public Comment – None

Madison Ave Street Lighting Proposal – Proposal was made by Tom Rickard to install LED street lights on Madison Ave. This is a continuation of what is already in the Industrial Park. The project would be funded through TIF 6. The Electric Department will install the street lights and be reimbursed by the City for their time. A motion to approve the Madison Avenue lighting proposal was made by Bob Mullen, seconded by Gerry Warner, and carried.

Act 274 Tariff Changes to Deferred Payment Agreements – Discussions took place concerning best practices for deferred payment agreements since Wisconsin Act 274 was enacted into law. Current Electric and Water tariffs require all utilities to offer a deferred payment agreement to residential customers, whether the customer is a tenant or owner of the property being provided with service. Act 274 allows a Utility to continue the practice of offering deferred payment agreements to residential tenants that do not abuse the opportunity for deferred payment agreements. For those residential tenants that take advantage of the system, a utility has the option of discontinuing the practice of offering deferred payment agreements. A new tariff is needed to change current practices to comply with the new state law and meet PSC Administrative rules. A motion was made by Pat Becker to file a tariff with the PSC to amend our service rules related to offering deferred payment agreements to residential tenants, seconded by Bob Mullen, and carried.

Wastewater Facility Planning – Jeremiah Wendt gave a brief update on the STH 64 Corridor Communities Stormwater/Wastewater coalition. The City of New Richmond has funds available to update the City's Wastewater Facility Plan. The Coalition has identified this as a priority item for the current phase that the Coalition is in. The Coalition has recommended that the City and Village members work with their own consultants to update their individual Facility Plan and share the information with the coalition at large. Staff is requesting approval from the Utility Commission to secure proposals from SEH and MSA to update the City's Wastewater Facility Plan. These price proposals would then be brought back to the Utility Commission for review, and selection of a consultant before a funding proposal is presented to the Coalition. A motion was made by Bob Mullen to secure proposals from SEH and MSA, and present to the Utility Commission, seconded by Pat Becker, and carried.

2015-2016 Street and Utility Improvements – Mike Darrow gave a brief update on the water/wastewater project that would extend to the airport. Mike will be meeting with West Central Wisconsin Regional Planning to discuss a grant, and the grant funding cycle. He is recommending that a technical analysis be completed before any funds are secured. Jeremiah Wendt stated the City Council accepted the proposal from SEH for the design of the City's 2015-2016 Street and Utility Improvements. The council directed staff to work with SEH to assemble a contract for the design of these improvements, which will be brought back for approval at the April 27th City Council meeting. Staff will provide the Utility Commission with an update on the utility related projects, including proposed engineering costs, and schedule. SEH will be looking at funding options for the N. 4th Street project. This project could be pushed to 2017. If that occurs, an alternative project would be considered for completion, in order to remain on schedule.

South Water Tower Reconditioning Project – Bids for the South Water Tower Reconditioning Project were opened on Thursday, April 2, 2015. Jeremiah Wendt stated Champion Coatings from Savage, MN was the low bid at \$368,900.00. Included in that bid were \$27,000.00 of telecom expenses. Actual cost to New Richmond Utilities will be \$341,900.00. Logos were bid out at unit prices. City lettering at each location would be \$4,000.00, Tiger logo would be \$6,000.00. A decision on the logos will be finalized in May. A motion was made by Gerry Warner to approve the contract with Champion Coatings for \$368,900.00, seconded by Bob Mullen, and carried.

Scott Newby Land Update – Jeremiah Wendt spoke with City Attorney and SEH. Phone contact to Scott Newby was attempted, but there was no response. Conclusion is to send a letter to Scott Newby, stating we have received his letter, and need to know what he is looking for.

Needs Analysis for Impact Fee Adjustment – Mike Darrow stated that over the last year, members of the staff have been working on a comparable analysis of impact fees from other communities. There needs to be a connection between the CIP, and the charging of impact fees. Currently, the City of New Richmond, and New Richmond Utilities policy for funding impact fees is very cumbersome, very complicated, and in some cases very high, which drives development away. Because the CIP plan has been updated, we are proposing to eliminate the current policy, and implement a new policy for calculating impact fees. We are currently looking at implementing a new policy where impact fees are based on Residential Equivalent Units, or REU's. The public needs to have an opportunity to see what is being proposed. This new policy will be presented to the City Council for approval at the April 13, 2015 meeting.

Department Reports:

Bob Meyer, Water Superintendent, gave the following report: The installation of meters, and cross connections is an ongoing project. Currently waiting for materials to arrive for the campground project. Hoping to start on that extension soon. Bob was in Green Bay for a Tech Conference for three days. Getting ready to start hydrant flushing at the end of the month. The hydrants on Main Street will be repaired and refurbished. That project has begun.

Steve Skinner, Lead Wastewater Treatment Plant Operator, gave the following report: Everything is currently running smoothly at the sewer plant. New employee, Dave Pufall, is doing a good job. Dave was able to test his skills when the effluent sampler stopped working. Steve contacted the DNR to make them aware of the issue and how they were proceeding to correct the problem. The effluent sampler was repaired, and everything is currently working well.

Tom Rickard, Electric Superintendent, gave the following report: The annual tree trimming and truck maintenance has been completed. Focus on Energy has an incentive program for the conversion of certain light fixtures. As a result of this program, Simon Electric will be replacing the old metal halide lights with new 190 watt LED lights throughout the city. The City of New Richmond purchased 140 smaller 50 watt LED lights that have recently been received. Electric Department will be working on installing those lights. Work has begun on putting in underground services.

Jeremiah Wendt, Director of Public Works, gave the following report: Interviews will be taking place for the Public Works One position. This position will initially provide support for the Water Department. Position will focus on the installation of meters and upcoming capital projects. T-Mobile has completed their upgrade on the North Water Tower. Verizon is about halfway through their upgrade project. St. Croix County is looking into putting facilities on the South Water Tower. Currently working on a lease agreement with St Croix County. Since St Croix County is serving the City of New Richmond with emergency communications, there will be no rental fee. However, St. Croix County would still have the same responsibility as other carriers for providing funds if additional costs occur. The completed lease agreement will be presented to the Utility Commission.

Nancy Petersen, Finance Director, gave the following report:

2014 Audit Work – The auditors were here the week of March 23 doing their 2014 audit work. The Electric and Water PSC reports were filed with the Wisconsin Public Service Commission on March 31, 2015. The audit went well and there were no adjusting journal entries!!

New Richmond Utilities Billing Procedures Manual – We have met and developed a plan for drafting our Utility Billing Procedures Manual. Our goal is to have our first draft written by the end of May with final completion before the end of the year. There are a couple sections that we will need both the electric and water department's assistance in drafting their procedures related to electric and water meter procedures for new meter installations, testing, and meter errors.

Remote Check Processing Scanner – The Utility Office check scanner was replaced last week with an upgraded model (Canon CR190i). We traded in our CR180 purchased in 2008 for \$200. This scanner is obsolete and it is difficult to obtain replacement parts for it. This expense was budgeted for in 2015. Nancy was also able to negotiate an additional discount of \$200. The net cost after trade in and discount is \$2,446. This newer model offers a faster speed and a water falling feature for continuous operation.

Retirement Party – Dennis Holtz – Dennis's party was held on Friday, March 27 at Gibby's. We had about 45-50 people in attendance and a good time was had by all!

Weston Arndt, WPPI Energy Services Rep, gave the following report: Wisconsin Lighting (Loehr Management) is evaluating a lighting upgrade to LED in their facility. They want to pursue a shared savings loan. Expect an application for the next utility commission meeting.

Mike Darrow, Utility Manager, gave the following updates: The New Richmond Utility picnic will be held at Mary Park on Tuesday, August 4, 2015 in conjunction with National Night Out. Mike, Wes Arndt, and River Falls Utility had a conference call with WPPI concerning the Solar Garden Project. There have been some delays, but the project is moving forward. Over the next few months, we will be looking at developing a marketing plan, along with getting some design work to determine where it will fit in with TIF 6, the costs, and processes.

Communications and miscellaneous correspondence – None

Closed session per State Statute 19.85 (1)(e)

Staffing updates & Recommendations

A motion was made to go into closed session by Gerry Warner, seconded by Pat Becker, and carried.

A motion was made to enter into open session by Gerry Warner at 4:52 p.m., seconded by Pat Becker, and carried.

Open Session – Action on Closed Session agenda – A motion was made by Bob Mullen to approve staffing recommendations as proposed, with Utility Director moving to New Richmond Utilities full time, seconded by Gerry Warner, and carried.

There being no further business, a motion was made by Gerry Warner to adjourn, seconded by Pat Becker, and carried. The meeting adjourned at 4:53 p.m.

Jerry Frey, President

Bob Mullen, Secretary

New Richmond Utilities

APRIL 2015 Check Register

Check #	Date	Amount	Vendor Name	Description
000646	4/2/2015	61,090.63	CITY OF NEW RICHMOND	PAYROLL 4/2/15
000647	4/30/2015	173,024.38	BOND TRUST SERVICES CORP	2007 WATER & SEWER REV BOND PM
000648	4/20/2015	83,550.00	LOCAL GOVERNMENT INVESTMENT POOL	APR15 INVESTMENTS
000649	4/20/2015	29,000.00	LOCAL GOVERNMENT INVESTMENT POOL	APR15 INVESTMENTS
000650	4/9/2015	183.83	AUTO VALUE NEW RICHMOND	BATTERY
000651	4/9/2015	9,050.38	CITY OF NEW RICHMOND	MONTHLY BILL
000652	4/9/2015	5,112.99	CITY OF NEW RICHMOND	INSURANCE
000653	4/9/2015	2,500.00	CITY OF NEW RICHMOND	APRIL RENT
000654	4/9/2015	7,325.52	CITY OF NEW RICHMOND	RECYCLING
000655	4/9/2015	20,930.59	CITY OF NEW RICHMOND	STORM WATER
000656	4/15/2015	0.00	DIGGERS HOTLINE, INC.	VOID CHECK
000657	4/9/2015	17.88	HUEBSCH	SLATE MAT
000658	4/9/2015	2,032.44	INFOSEND, INC	MARCH POSTAGE & BILLING
000659	4/9/2015	6,252.81	NEW RICHMOND UTILITIES	MARC CTOC COLLECTIONS
000660	4/9/2015	177.93	ROBERT MEYER	WATER TECHNICAL CONF
000661	4/9/2015	104.29	USABLUEBOOK	FLAG, DISCHARGEHOSE
000662	4/17/2015	5,560.00	LOCAL GOVERNMENT INVESTMENT POOL	MAR15 SAC & WATER IMPACT FEES
000663	4/28/2015	637,677.44	WISCONSIN PUBLIC POWER INC	FEB15 NS/DYNAMICS/EMAIL SUPPOR
000664	4/15/2015	300.00	DIGGERS HOTLINE, INC.	2015 SAFETY MTG SPONSORSHIP
000665	4/17/2015	62,258.65	CITY OF NEW RICHMOND	PAYROLL 4-17-15
000666	4/17/2015	12,634.77	WI DEPT OF REVENUE	MAR15 SALES TAX RETURN
000667	4/27/2015	87.87	CITY OF NEW RICHMOND	BENEFIT EXTRAS-HRA MO ADMIN FE
000668	4/27/2015	26.00	CITY OF NEW RICHMOND	BENEFIT EXTRAS-MONTHLY FSA
000669	4/27/2015	408.04	CITY OF NEW RICHMOND	DISABILITY INSURANCE
000670	4/27/2015	24,428.30	CITY OF NEW RICHMOND	HEALTH INSURANCE
000671	4/27/2015	41.62	CITY OF NEW RICHMOND	LIFE INSURANCE
000672	4/27/2015	42,534.42	CITY OF NEW RICHMOND	TAX EQUIVALENT
000673	4/27/2015	1,005.50	COMMERCIAL TESTING LABORATORY	BOD, PHOSPHOROUS, AMMONIA

000674	4/27/2015	7,648.44	DAKOTA SUPPLY GROUP INC	ERT 60W SENSUS REMOTE
000675	4/27/2015	12.91	FASTENAL COMPANY	GLOVES
000676	4/27/2015	5,914.20	HAWKINS, INC	ALUMINUM SULFATE, AZONE
000677	4/27/2015	760.00	HYDRODESIGNS	CROSS CONNECT INSPECT REPORT
000678	4/27/2015	464.29	MUNITECH INC	REPAIR PROPELLER METER
000679	4/27/2015	35.88	NORTH CENTRAL LABORATORIES INC	BUFFER SOLUTION
000680	4/27/2015	20.00	WISCONSIN STATE LAB OF HYGIENE	FLUORIDE
033615	4/7/2015	-19,497.92	HD SUPPLY WATERWORKS, LTD	VOIDED AND REISSUED
033646	4/1/2015	92.55	DELTA CONSTRUCTION	CR REF ACCT# 1632200-25
033647	4/1/2015	192.17	JACKIE HENDERSON KUMM	CR REF ACCT# 1620300-22
033648	4/1/2015	25.00	TINA & CHAD BOURDAGHS	CR REF ACCT# 919100-22
033649	4/1/2015	13.19	VIRGINIA MURPHY	CR REF ACCT# 1444800-20
033650	4/7/2015	19,497.92	HD SUPPLY WATERWORKS, LTD	3/4 IPERL METERS
033651	4/9/2015	17.96	NEW RICHMOND UTILITIES	PETTY CASH
033652	4/9/2015	14,461.00	BAKER TILLY VIRCHOW KRAUSE LLP	FINANCIAL AUDIT, PSC ANN REPOR
033653	4/9/2015	76.55	BRULIN & COMPANY, INC	FORMULA 815 MX
033654	4/9/2015	938.15	DELUXE DISTRIBUTORS	HIGH HEAT, DEODORANT BLOCKS
033656	4/9/2015	411.43	DOYLE'S FARM & HOME INC	PAPER TOWEL, TRASH BAG, BATTER
033657	4/9/2015	37.47	FAMILY FRESH MARKET	HOLTZ PARTY - CAKE
033658	4/9/2015	406.00	FLEET ONE LLC	MARCH FUEL
033659	4/9/2015	638.02	FREEDOM VALU CENTERS	MARCH FUEL
033660	4/9/2015	497.83	FRONTIER COMMUNICATIONS	MARCH PHONE BILL
033661	4/9/2015	43.58	HACH COMPANY	DEIONIZED WATER
033662	4/9/2015	6,128.14	HD SUPPLY WATERWORKS, LTD	IPERL METERS, METER COUPLING
033663	4/9/2015	148.60	JOBESHQ	ADVERTISIZING PUBLIC WORKS
033664	4/9/2015	496.83	KWIK TRIP	MARCH FUEL
033665	4/9/2015	234.27	L W ALLEN, INC.	FILTER ELEMENT
033666	4/9/2015	48,845.16	NORTH SHORE BANK	DENNIS HOLTZ - SICK PAYOUT
033667	4/9/2015	210.00	NEW RICHMOND GOLF CLUB	HOLTZ RETIREMENT GIFT
033668	4/9/2015	285.88	RIVER STATES TRUCK AND TRAILER, INC	FILTER, GREASE, OIL
033669	4/9/2015	10.49	RMF AUTO SERVICE, INC #2	OIL CHANGE
033670	4/9/2015	409.00	ST CROIX POWERSPORTS	REFUND EMBEDDED COST
033671	4/9/2015	68.27	UTILITY TRUCK SERVICES	GEL KIT
033672	4/9/2015	206.72	VERIZON WIRELESS	MAR CELL PHONE BILL

033673	4/9/2015	9,765.63	WESCO RECEIVABLES CORP	3 PHASE PAD MOUNT, WIRE
033674	4/22/2015	288.97	JOEL STRATE	CR REF ACCT# 1336500-20
033675	4/27/2015	24.97	ADVANCE AUTO PROFESSIONAL	OIL AND OIL FILTER
033676	4/27/2015	50.00	DAVID PUFALL	REIMBURSE OPERATOR CERTIFICATI
033677	4/27/2015	52,704.00	FRESCO INC	LED LIGHT FIXTURES
033678	4/27/2015	100.00	FUSION METAL PRODUCTS INC	REFURBISH FIRE HYDRANT
033679	4/27/2015	115.87	GARY & ELAINE DUREN	CR REF ACCT# 646300-36
033680	4/27/2015	2,446.00	GIRARD'S BUSINESS SOLUTIONS	CANON CR109I SCANNER
033681	4/27/2015	1,037.50	STUART C IRBY CO	WIRE URD TRIPLEX
033682	4/27/2015	282.28	JAMES EINHARDT	CR REF ACCT# 1806200-21
033683	4/27/2015	120.43	JOHN DEERE FINANCIAL	PIN FASTEN, OIL , LAMPS
033684	4/27/2015	204.82	JUDITH MILLARD	CR REF ACCT# 1636100-22
033685	4/27/2015	107.13	LEAGUE OF MINNESOTA CITIES	ADVERTISING-PUBLIC WORKS 1
033686	4/27/2015	356.76	MID-STATE INTERNATIONAL TRUCKS OF WI	LUBE SPECIAL, FILTER, OIL
033687	4/27/2015	225.00	NEW RICHMOND CHAMBER	PROFESSIONAL WOMAN LUNCHEON
033688	4/27/2015	239.44	PIETER & KIM DENNY	CR REF ACCT# 1089500-22
033689	4/27/2015	50.00	RACO MANUFACTURING & ENG CO	SPEAKER
033690	4/27/2015	69.34	RELIABLE OFFICE SUPPLIES	COPY PAPER
033691	4/27/2015	16,923.43	SHORT ELLIOTT HENDRICKSON INC	VERIZON, SPRINT, T-MOBILE
033692	4/27/2015	219.32	STEPHENS SANITATION LTD	GARBAGE SERVICE FEB & MAR
033693	4/27/2015	30.16	TCF BANK	CR REF ACCT# 1005400-23
033694	4/27/2015	206.02	TELEDYNE ISCO, INC	TEMPERATURE SENSOR
033695	4/27/2015	183.78	VIRGINIA NESTRUD	CR REF ACCT# 314200-24
033696	4/27/2015	1,677.11	WI DEPT OF REVENUE	MAY ASSESSMENT & LICENSE FEE
033697	4/27/2015	45.00	DNR	OPERATOR CERTIF-M POWERS
033698	4/27/2015	825.00	WWGOETSCH ASSOCIATES INC	SERVICE ON TWO DRY-PIT PUMPS
033699	4/27/2015	865.47	XCEL ENERGY	MARCH GAS BILL

Total **\$ 1,366,229.68**
Total Checks & Wires



MEMO

To: Utility Commission
Mike Darrow, City Administrator and Utility Manager

From: Weston Arndt, WPPI Energy Services Rep

Date: May 6, 2015

RE: **Shared Savings Loan – Loehr Management, LLC.**

BACKGROUND

The Shared Savings Program is a low interest loan program offered by WPPI Energy to customers of member utilities to assist in financing energy efficiency projects. The amount of funding available is determined by the estimated energy cost savings, and repayment is made on the utility bill. New Richmond Utilities would enter into a contract with the customer and also WPPI Energy. WPPI Energy will underwrite the program; however default risk is shared with New Richmond Utilities 50/50.

Loehr Management, LLC is interested in pursuing a lighting upgrade in their facility at their 155 West Third Street facility. The project would upgrade existing fluorescent lighting to LED technology. Participation in the Shared Savings program is a key element to the completion of the project.

PROJECT DETAILS

The project will replace 1,242 x 32-Watt T-8 fluorescent tubes with 16 Watt LED tubes

Project cost:	\$24,840	Monthly payment:	\$ 348
Focus on Energy Incentive:	<u>\$ 4,968</u>	Monthly savings:	<u>\$ 455</u>
Shared Savings Request:	\$ 19,872	Monthly cash flow:	\$ 107

RECOMMENDATION

Staff is recommending that the Utility Commission approve proceeding with entering into the Shared Savings Agreement with Loehr Management, LLC for an amount not to exceed \$25,000.

Shared Savings Summary

New Richmond Utilities



Customer	Loehr Management LLC
Project Description	Lighting Retrofit
Project Cost	\$ 24,840
Annual Energy Savings	\$ 5,457
Energy Savings over Repayment Period	\$ 27,285

Shared Savings

Terms: **2.00 % Annual Fee**

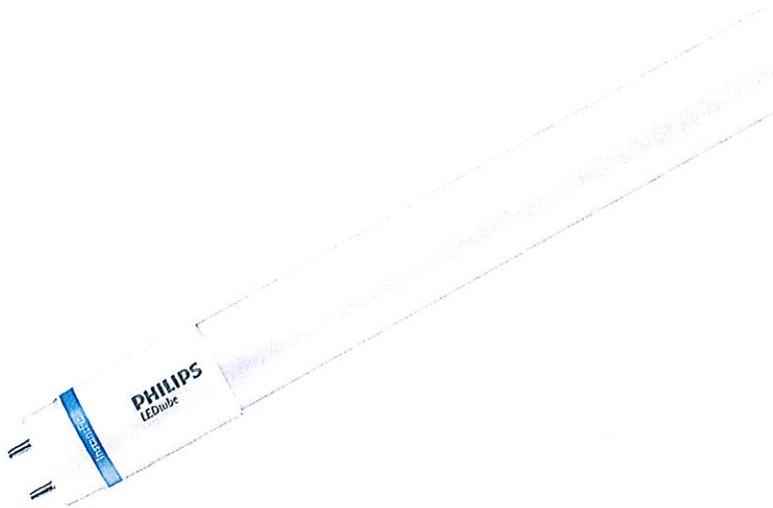
60 Month Repayment Period

Project Cost	\$ 24,840
Total Incentive Amount	\$ 4,498
Final Project Cost	\$ 20,342
Shared Savings Amount	\$ 20,342
Up-Front Customer Contribution	\$ -
Estimated Monthly Energy Savings	\$ 455
Monthly Payment	\$ 356.55
Estimated Annual Energy Savings	\$ 5,457
Annual Payment	\$ 4,279

	Year 1*	Year 2	Year 3	Year 4	Year 5
Annual Project Cost	\$4,279	\$4,279	\$4,279	\$4,279	\$4,279
Estimated Annual Energy Savings	\$5,457	\$5,457	\$5,457	\$5,457	\$5,457
Monthly Net Cash Flow	\$98	\$98	\$98	\$98	\$98
Annual Net Cash Flow	\$1,178	\$1,178	\$1,178	\$1,178	\$1,178

*Includes up-front customer contribution

Easily
upgrade
to LED
from fluorescent.



PHILIPS INSTANTFIT LED T8 LAMPS



Philips InstantFit LED T8 Lamps are an ideal energy saving choice for existing linear fluorescent fixtures.

Perfect for a wide range of applications

- Full light output in spaces with temperatures down to -4°F (-20°C)
- Perfect for applications with frequent "on/off" switching cycles
- Buildings that desire to be mercury free

Easy to experience

- Instant on, no flicker or buzz
- Fits into existing linear fixtures
- Optimized performance with Instant Start Ballasts¹
- Compatible with select Program Start Ballasts¹
- Eliminates the need for rewiring and allows the fixture to maintain original UL and CSA compliance²

Energy savings

- 41% energy savings vs F32T8 electronic instant start systems³

Sustainable lighting solution

- No mercury allowing for non-hazardous waste disposal
- Emits virtually no UV rays or IR
- Glass-free for use in food areas and refrigerated food displays
- 5 year limited warranty⁴

(1, 2, 3, 4 See page 3 for footnotes)



PHILIPS

PHILIPS INSTANTFIT LED T8 LAMPS

Ordering, Electrical and Technical Data (Subject to change without notice)

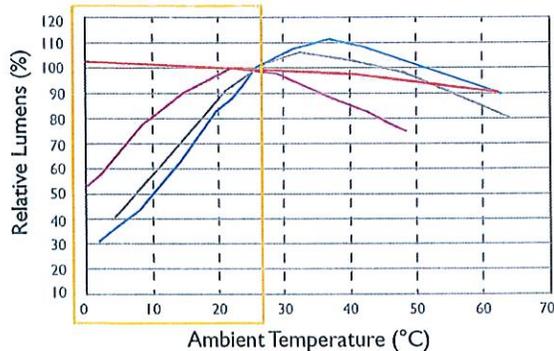
Product No.	Model No.	Ordering Code	Volts (Depending on Ballast)	Base	CRI	Color Temp. (K)	Pkg Qty	Rated Avg. Life [†]	MOL (In.)	Beam Angle
LED InstantFit T8 - 4' Low Wattage										
453605	9290011241	12T8/48-4000 IF 10/1	100-277, 347	G13	82	4000	10	50,000	48	160
453613	9290011242	12T8/48-5000 IF 10/1	100-277, 347	G13	82	5000	10	50,000	48	160
LED InstantFit T8 - 4'										
433060	9290002840	14.5T8/48-3000 IF 10/1	120-277, 347	G13	82	3000	10	50,000	48	160
433268	9290002862	14.5T8/48-3500 IF 10/1	120-277, 347	G13	82	3500	10	50,000	48	160
433078	9290002841	14.5T8/48-4000 IF 10/1	120-277, 347	G13	82	4000	10	50,000	48	160
433086	9290002842	14.5T8/48-5000 IF 10/1	120-277, 347	G13	82	5000	10	50,000	48	160
LED InstantFit T8 - 4' High Output										
434860	9290002880	16.5T8/48-3000 IF 10/1	120-277, 347	G13	82	3000	10	50,000	48	160
434878	9290002881	16.5T8/48-3500 IF 10/1	120-277, 347	G13	82	3500	10	50,000	48	160
434886	9290002882	16.5T8/48-4000 IF 10/1	120-277, 347	G13	82	4000	10	50,000	48	160
434894	9290002883	16.5T8/48-5000 IF 10/1	120-277, 347	G13	82	5000	10	50,000	48	160
LED InstantFit T8 - 3'										
452052	9290011183	10.5T8/36-3000 IF 10/1	120-277, 347	G13	82	3000	10	50,000	36	160
452060	9290011184	10.5T8/36-3500 IF 10/1	120-277, 347	G13	82	3500	10	50,000	36	160
452078	9290011185	10.5T8/36-4000 IF 10/1	120-277, 347	G13	82	4000	10	50,000	36	160
452086	9290011186	10.5T8/36-5000 IF 10/1	120-277, 347	G13	82	5000	10	50,000	36	160
LED InstantFit T8 - 2' High Output										
452011	9290011179	8.5T8/24-3000 IF 10/1	120-277, 347	G13	82	3000	10	50,000	24	160
452029	9290011180	8.5T8/24-3500 IF 10/1	120-277, 347	G13	82	3500	10	50,000	24	160
452037	9290011181	8.5T8/24-4000 IF 10/1	120-277, 347	G13	82	4000	10	50,000	24	160
452045	9290011182	8.5T8/24-5000 IF 10/1	120-277, 347	G13	82	5000	10	50,000	24	160
LED InstantFit T8 U-Bent 6' High Output										
452664	9290011196	16.5T8/22.5-3000 IF-6U 10/1	120-277, 347	G13	82	3000	10	50,000	22.5	160
452672	9290011197	16.5T8/22.5-3500 IF-6U 10/1	120-277, 347	G13	82	3500	10	50,000	22.5	160
452680	9290011198	16.5T8/22.5-4000 IF-6U 10/1	120-277, 347	G13	82	4000	10	50,000	22.5	160
452698	9290011199	16.5T8/22.5-5000 IF-6U 10/1	120-277, 347	G13	82	5000	10	50,000	22.5	160

Ballast Compatibility Guide

Please refer to www.philips.com/instantfit for instant start ballasts details and the latest ballast compatibility guide.

Relative Light Output vs. Ambient Temperature

4' T8 Lamps - 0.88 BF Ballast



— 25W — 28W — 32W T8 — 14.5W InstantFit TLED

Relative light output with respect to 25°C rated temperature

Philips Lighting
North America Corporation
200 Franklin Square Drive
Somerset, NJ 08873
Phone: 855-486-2216

Philips Lighting Company
281 Hillmount Road
Markham ON, Canada L6C 2S3
Phone: 800-668-9008

PHILIPS INSTANTFIT LED T8 LAMPS

Product No.	Bare Lamp Watts (W)			Average System Watts (W)			Initial Lumens ⁶		
	Low Ballast Factor (0.78)	Normal Ballast Factor (0.88)	High Ballast Factor (1.18)	Low Ballast Factor (0.78)	Normal Ballast Factor (0.88)	High Ballast Factor (1.18)	Low Ballast Factor (0.78)	Normal Ballast Factor (0.88)	High Ballast Factor (1.18)
LED InstantFit T8 - 4' Low Wattage									
453605	12.5	14.5	20	14.5	16.5	22	1400	1600	2000
453613	12.5	14.5	20	14.5	16.5	22	1450	1650	2100
LED InstantFit T8 - 4'									
433060	12.5	14.5	20	14.5	16.5	22	1300	1500	1900
433268	12.5	14.5	20	14.5	16.5	22	1300	1500	1900
433078	12.5	14.5	20	14.5	16.5	22	1400	1600	2000
433086	12.5	14.5	20	14.5	16.5	22	1450	1650	2100
LED InstantFit T8 - 4' High Output									
434860	14	16.5	21	17.5	19	25.5	1800	2000	2700
434878	14	16.5	21	17.5	19	25.5	1800	2000	2700
434886	14	16.5	21	17.5	19	25.5	1900	2100	2800
434894	14	16.5	21	17.5	19	25.5	1950	2150	2900
LED InstantFit T8 - 3'									
452052	9.5	10.5	13.5	12.5	13	17	1000	1100	1330
452060	9.5	10.5	13.5	12.5	13	17	1050	1160	1400
452078	9.5	10.5	13.5	12.5	13	17	1080	1200	1440
452086	9.5	10.5	13.5	12.5	13	17	1150	1270	1550
LED InstantFit T8 - 2' High Output									
452011	7.5	8.5	10.5	10	11	14.5	860	950	1110
452029	7.5	8.5	10.5	10	11	14.5	900	1000	1170
452037	7.5	8.5	10.5	10	11	14.5	930	1050	1200
452045	7.5	8.5	10.5	10	11	14.5	1000	1100	1290
LED InstantFit T8 U-Bank 6" High Output									
452664	14	16.5	21	17.5	19	25.5	1800	2000	2700
452672	14	16.5	21	17.5	19	25.5	1800	2000	2700
452680	14	16.5	21	17.5	19	25.5	1900	2100	2800
452698	14	16.5	21	17.5	19	25.5	1950	2150	2900

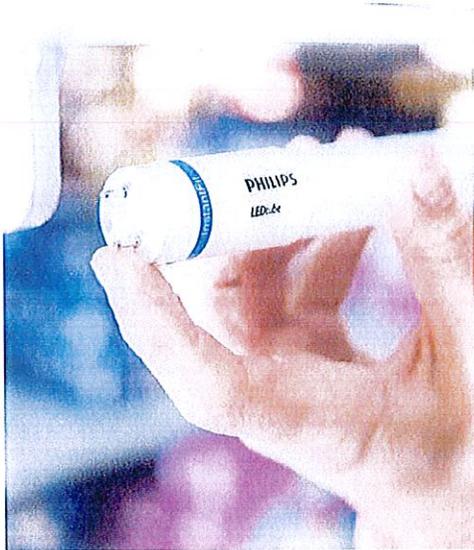
1. Compatibility subject to change as additional ballasts are tested. If you do not see your ballast on the list, please contact Philips.
2. Must follow guidelines for installation from Philips Quick Installation Guide included with lamp shipment.
3. (2) Lamp F32T8 Electronic Instant Start System with 0.88 Ballast Factor = 58 SystemWatts (2) Philips LED T8 InstantFit = 34 SystemWatts 58 - 34 = 24 SystemWatts Saved 24 / 58 = 41.4% Energy Saved
4. See warranty for terms and conditions.

5. Tested to B50 L70 requirement.
6. Photometric testing consistent with IES LM-79.
 - This lamp is currently in DLC testing.
 - This lamp is DLC qualified.

Suitable for use in fixtures where ambient temperature is between -4°F (-20°C) and 113°F (45°C).

Warning: Philips LED T8 InstantFit lamps will only operate properly on compatible instant-start ballasts. Please refer to the Philips LED T8 InstantFit Installation Guide, which can be obtained through your local Philips Sales Representative, or visit www.philips.com/instantfit

PHILIPS INSTANTFIT LED T8 LAMPS



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Specifications are subject to change without notice.

PLt-1309BN 8/14

Philips Lighting
North America Corporation
200 Franklin Square Drive
Somerset, NJ 08873
Phone: 855-486-2216

Imported by:
Philips Lighting, a division of Philips Electronics Ltd.
281 Hillmount Rd, Markham, ON L6C 2S3
Tel. 800-668-9008



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

TO: Utility Commission

FROM: Jeremiah Wendt, Public Works Director

DATE: May 1, 2015

RE: SEH Contract – 2015/2016 Street and Utility Improvements

Contracts Structure and Detail

SEH will set up a total of four contracts for design and construction services related to Street and Utility projects in the 2015 and 2016 construction seasons. Three contracts will be with the City of New Richmond and one will be with the Town of Richmond.

- The first contract will include design of all streets for both 2015 and 2016 construction, with the exception of the Township share of the 175th Avenue project. This contract, with a not-to-exceed amount of \$251,350, is attached for your approval. If recommended for approval by the Finance Committee and the Utility Commission at their May meetings, it will be presented to the City Council for final approval on May 11.
- The second 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 third 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 fourth contract will be with the Town of Richmond and will include design and construction services for the Township's share of 175th Avenue. The estimated amount of this contract with the Town is \$10,750. This contract will be presented to the Township at their May 14 meeting for consideration.

In addition to the 175th Avenue project, 125th Street also lies partially in the Town of Richmond, so it is anticipated that there will be a cost share between the Town of Richmond and the City

of New Richmond for 125th Street. As 125th Street is a 2016 project, we have not had the opportunity yet to discuss the design or contracting options with the Town.

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.

Paperjack Creek currently passes under 125th Street through twin metal culverts and the replacement of these culverts was not in the original proposal. SEH recommends that the City assesses the condition of these culverts for potential consideration of replacing the existing corrugated metal culverts with reinforced concrete culverts, end walls and riprap. If the road is proposed to have curb and gutter on the City (east) side, the culverts may need to be extended even if the City elects not to replace them. Either replacing or lengthening the culverts would result in the need for a wetland delineation, and permits for the culvert installation or extension. A preliminary design for this street that was started in 2009 showed the possible addition of a multi-use path on the City (east) side of the street. Staff is recommending that this multi-use path be included in the design, as well as replacement of the culverts to accommodate it. With the aforementioned permitting, delineation, and trail and culvert design work, this adds \$13,200 to SEH's original amount for design services on this project. This amount is included in the estimated \$251,350 design contract. The extent and cost of additional right-of-way that may be required to construct a multi-use path is not included in the estimates, as it has not been determined at this time. Further design work is needed to determine the cost and feasibility of building this trail.

Funding Status for North 4th Street and North Shore Drive

North 4th 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 4th 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 4th Street Project, staff is recommending that North Shore Drive be moved to 2016, and North 4th Street be pushed back to 2017. The estimated cost to design North Shore Drive is \$6,700 more than the cost to design North 4th Street due to the additional complexities of North Shore Drive, so that additional amount has been included in the proposed design contract.

Recommendation

Staff is recommending approval of the design contract with SEH in an amount not to exceed \$251,350.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of New Richmond ("Client"), and Short Elliott Hendrickson Inc. (Consultant), effective November 1, 2000, this Supplemental Letter Agreement dated May 11, 2015 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Provide consulting engineering services for preliminary and final design of the streets contained within the 2015/2016 City of New Richmond Street and Utilities improvements projects.**

Client's Authorized Representative: Fred Horne, Mayor

Address: 156 East First Street
New Richmond, WI 54017

Telephone: 715.246.4268 **e-mail:** mayorfred@frontier.com

Project Manager: David F. Simons, P.E.

Address: 156 High Street, Suite 300
New Richmond, WI 54017

Telephone: 715.861.4870 **e-mail:** dsimons@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the General Conditions and Exhibits attached to this Agreement. General design tasks for each street include project management, utility locates, topographic survey, soil borings coordination, preliminary and final design, project specifications, quantities, cost estimates, bidding documents, bid advertising and opening, project meetings, permit applications as listed, and preparation of construction plans including: Title Sheet, Detail Sheets, Plan and Profile sheets, and Cross-Section Sheets. Specific scopes of work and assumptions for each street are listed below.

2015 Streets, Design Services

1. **115th Street (5th Street to 175th Avenue):** Proposed design includes approximately 780 lineal feet of street including new curb & gutter (32' wide F-F), storm sewer and a proposed storm water storage pond. No sidewalk or other utilities are proposed. **Estimated Cost (SEH labor and expenses) - \$17,300**
2. **175th Avenue (112th Street to 115th Street):** Proposed design includes approximately 1,300 lineal feet of rural design street including two 11' lanes with 2' gravel shoulders and cross sections with ditch drainage consisting of culverts. No sidewalk, curb & gutter, or utilities are proposed. The cost included in this agreement includes 50% of the estimated total cost, as the Town of Richmond will have a separate contract for the other 50%. **Estimated Cost (SEH labor and expenses) - \$6,150**
3. **High Street/North Pierson Avenue (From Railroad Tracks to Lakeside Foods Entrance):** Proposed design includes approximately 700 lineal feet of street designed to accommodate truck volumes and turning movements in and out of the plant. Three (3) different design alternatives are being considered, and the base engineering cost applies to Options 1 and 2 (see Alternatives section below if Option 3 is chosen). The proposed roadway and shoulder width will be dependent upon the selected design. An existing area drain manhole and associated pipe may be replaced, abandoned, or left in place depending on the selected design alignment. No sidewalk, curb & gutter, or utility replacement is proposed. **Estimated Cost (SEH labor and expenses) - \$12,100**

2016 Streets, Design Services

1. **North Starr Avenue (north of East 1st St) and Hughes Street (between Starr and Green):** Proposed design includes approximately 1,150 lineal feet of street and utility replacement including replacing curb & gutter and utilities (storm sewer, sanitary sewer, and water main). The existing sidewalk on North Starr is proposed to be replaced, and a new sidewalk is proposed to be added on one side of Hughes Street. **Estimated Cost (SEH labor and expenses) - \$34,000**
2. **Paperjack Drive (Charleston Drive to Bridge over Paperjack Creek):** Proposed design includes approximately 3,000 lineal feet of street and utility replacement including new curb & gutter and new storm sewer. The existing water main will stay in place except for the existing hydrants, which will be replaced with new hydrants. The existing sanitary sewer will stay in place except for the segment currently located in the north boulevard between Charleston Drive and 850 feet east of Charleston Drive, which will be replaced with new sewer. A multi-use trail is proposed to be added on one side of the street, as well as replacing the existing street lights with new lights, and adding some landscaping trees along the boulevard for beautification. The multi-use trail will also be extended between Doman Dr. and Hwy 65. **Estimated Cost (SEH labor and expenses) - \$37,300**
3. **East & West River Drive, Fairfield Road, Summit Road:** Proposed design includes approximately 3,400 lineal feet of street and utility replacement including replacing curb & gutter and all utilities (storm sewer, sanitary sewer, and water main). No sidewalk is proposed. **Estimated Cost (SEH labor and expenses) - \$39,700**
4. **125th Street (8th Street West to Chestnut Drive):** Proposed design includes approximately 1,500 lineal feet of street replacement including new curb and gutter on the east side. The new curb and gutter will require new curb inlets and the associated storm sewer piping and storm water features. This project will also include the addition of a multi-use trail to the east side of the street, and full replacement of the existing metal culverts with new concrete culverts. Culvert replacement will include hydrology, hydraulic design of existing and new pipes, drainage and floodplain evaluation and cross-sections. A wetland delineation and report will be required as well as permit applications for wetland and waterways (DNR Chapter 30 Permit and Storm Water Permit). Right-of-way services (i.e., easements, acquisition, etc.) are not included in the estimated costs, because it is not known at this time what additional right-of-way may be necessary with this option, if any. No other utilities are proposed. **Estimated Cost (SEH labor and expenses) - \$25,800**
5. **North Shore Drive (Deere Drive to Brady Lane):** Due to the possibility that the North 4th Street project could obtain partial grant funding under the WisDOT STP Urban Grant Program, it is proposed that the North 4th Street project be delayed until 2017 to allow time to prepare and submit the grant application. As a result, the North Shore Drive project is being proposed to replace the North 4th Street project for the 2016 construction season. The North Shore Drive proposed design includes approximately 4,500 lineal feet of street replacement and new curb & gutter, storm sewer, storm sewer features, and either a sidewalk or multi-use trail on one side of the street. The existing rural section would be converted to an urban section as part of the project. The project also involves wetland delineation and permitting. No sanitary sewer or water main replacement is proposed. **Estimated Cost (SEH labor and expenses) - \$79,000**

Optional Item (not in original RFP)

1. **North Pierson Avenue/High Street – Option 3:** If alignment Option 3 is chosen for North Pierson/High Street, the street would follow the existing railroad spur track right of way. The Option 3 alignment would add additional length to the project, as well as requiring the removal of the old road, relocation of the gate, and other restoration work that was not part of Options 1 and 2. As such, additional design fees

would be incurred that were not included in the original proposal. The construction cost for this option would also be higher than the original proposed project. The additional design fees would include storm water design due to changing drainage conveyance by adding a new road in a new area and abandoning the old entrance location. It would also include additional subgrade design due to unknown subsurface conditions as a result of the road being moved to a new location. Finally, the construction schedule would need to be extended to allow the additional work, which would increase the construction engineering cost associated with this option. **Estimated Cost (SEH labor and expenses) – \$2,500**

Further Assumptions and list of tasks not included:

- Assumes streets are designed and constructed within the times as specified on the project schedule in SEH's original proposal.
- Does not include permit fees (City to pay permit fees directly)
- Does not include cost of soil borings (does include coordination of the borings)
- Advertising costs not included (City to pay directly)
- No land acquisition or easement preparation included
- No boundary surveys included
- Local utility companies will design and construct modifications to their facilities
- Construction materials testing not included
- Fire flows to be performed by City staff and provided to SEH for design purposes
- Assessment services, if needed, are not part of scope

Schedule: Work will begin immediately upon receipt of a signed contract. Final schedule to be developed jointly with the City, in general conformance with the schedule shown in SEH's proposal. It is assumed that all engineering and construction work will be completed by the end of 2016.

The estimated fee for the specific scope of work listed herein is subject to a not-to-exceed amount of **\$251,350**, including expenses and equipment. The optional additional design cost of **\$2,500** for Option 3 of North Pierson Avenue would be in addition to this fee, if Option 3 is selected rather than Option 1 or Option 2.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of New Richmond

By: _____
David F. Simons, PE
Title: Office Manager | Principal

By: _____
Title: _____

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

TO: Utility Commission

FROM: Jeremiah Wendt, Public Works Director

DATE: May 1, 2015

RE: PSI Subsurface Exploration Contract – 2015/2016 Street & Utility Improvements

Background

In order to complete the design of the proposed 2015/2016 Street and Utility Improvements, a series of soil borings need 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 \$471 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 (with the only change being that the contract will be with the City rather than with SEH) in the amount of \$11,475.

If this proposal is recommended for approval by the Finance Committee and the Utility Commission, it will be presented to the Council for final approval on May 11, 2015.

April 17, 2015

Mr. Ron Rubenzer
Short Elliott Hendrickson, Inc.
1707 West Knapp Street Suite B
Rice Lake, Wisconsin 54868

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

Dear Mr. Rubenzer:

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 both the City of New Richmond and the Town of Richmond, Wisconsin. Traffic control will consist of temporary construction signing, and flaggers in heavy traffic areas.

It is understood that twenty-one (21) 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 \$11,475.00. 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/Town of Richmond, Wisconsin
PSI Proposal No. 150236
Page 3

Accepted by: **Short Elliott Hendrickson, Inc.**

Name: _____

Signature: _____

Title: _____

Date: _____

PROFESSIONAL SERVICE INDUSTRIES, INC. ESTIMATE WORKSHEET

Client Name: Short Elliott Hendrickson, Inc.
Project Name: 2015/2016 Street, Utility, and Stormwater Improvements
Project Location: New Richmond/Town of Richmond, Wisconsin

Date: 04/17/2015
PSI Proposal No. 150236

		<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>	
FIELD EXPLORATION SERVICES					
1.	Mobilization of drilling equipment and personnel	1	Lump Sum	\$400.00	\$400.00
2.	Drill support vehicle	5	Days	\$100.00	\$500.00
3.	Per Diem	4	Nights	\$150.00	\$600.00
4.	Soil drilling with hollow stem auger, including abandonment, from depths of: - 0 to 20 feet	440	Feet	\$15.00	\$6,600.00
5.	Engineering - Includes laboratory testing and report	1	Lump	\$1,750.00	\$1,750.00
6.	Traffic Control	1	Lump	\$1,625.00	<u>\$1,625.00</u>
TOTAL ESTIMATED FEE:					\$11,475.00

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.

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

TO: Utility Commission

FROM: Jeremiah Wendt, Director of Public Works

DATE: May 1, 2015

RE: Water Tower Space Lease with St. Croix County

Background

St. Croix County has proposed to add emergency communications facilities on the City's south water tower. These facilities would benefit the City of New Richmond's emergency communications as a result, so staff are proposing that these facilities be placed on the tower rent-free. As part of this process, staff have worked with the City's attorney, St. Croix County, and their consultants to draft a lease agreement with St. Croix County for these facilities. The proposed agreement is attached.

Recommendation

Staff is recommending approval of this lease agreement.

WATER TOWER SPACE LEASE

THIS WATER TOWER SPACE LEASE (this "Lease") is entered into as of the latest signature date below (the "Effective Date") by and between the City of New Richmond, a Wisconsin municipal corporation, as landlord ("Landlord"), with its principal offices located at 156 East First Street, New Richmond, Wisconsin, 54017 and St. Croix County ("County") with its principal offices located at 1101 Carmichael Road, Hudson, Wisconsin 54016 (telephone number 715-381-4311), as tenant ("Tenant"). The Landlord and Tenant are at times collectively referred to as the "Parties" or individually as the "Party".

RECITALS

- A. Landlord is the owner of that certain water tower (the "Tower") and associated real estate, as more specifically identified and described on Exhibit A (the "Property").
- B. Tenant desires to lease space on and around the Tower and the Property to locate and affix certain equipment, facilities and appurtenances for use in providing and enhancing Public Safety wireless communications service (the "Facilities"), in and around the City of New Richmond. Equipment, facilities and appurtenances are more specifically identified and described on Exhibit B.

AGREEMENT

NOW THEREFORE, consistent with the above Recitals and in consideration of the covenants and mutual promises set forth herein, the Parties agree as follows.

1. **Lease; Landlord Review.** Landlord hereby grants to Tenant the right to install, maintain and operate the Facilities on the Tower, subject to the terms and conditions of this Lease. The Facilities Tenant is permitted to install include the equipment, facilities and appurtenances listed on Exhibit B, including any substitutions or replacements thereof. The specific location (if any) for each permitted installation will be as shown on Exhibit A or any site drawings or specifications attached thereto. The Landlord may hire an independent consultant to review construction drawings and plans for structural and practical considerations, and to monitor all construction and installation practices of the Facilities to ensure quality workmanship. Tenant shall pay all reasonable costs of such review and monitoring, including but not limited to all reasonable costs of any site plan review and legal expenses related to the project, consistent with available invoices or other documentation supplied by Landlord. Failure to comply with the previous sentence by Tenant shall result in an Event of Default under this Lease, pursuant to Section 13 hereof.
2. **Rent.** It is understood and agreed between the parties that the Facilities to be placed on Landlord's Property will provide fire, emergency medical service and law enforcement radio communications services for Landlord, Tenant and their citizens. Therefore, Tenant shall not be required to pay monetary rent to Landlord during the term of this Lease but must comply with the terms and conditions of this Lease as hereinafter set forth.
3. **Additional Maintenance Expense.** Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional expenses incurred in maintaining the Tower, including painting or other maintenance, directly caused by location of the Facilities on the Tower, up to a maximum of \$10,000.00. If Landlord leases space on the Tower to other entities, such additional maintenance expenses shall be apportioned among all entities leasing space on the Tower, as determined by Landlord.
4. **Term.** The term of this Lease will commence on the first day of the month following the Effective Date and continue for a period of twenty (20) years (the "Initial Term"). At the end of the Initial Term, this Lease shall automatically renew for two (2) successive terms of five (5) years upon and subject to the terms and provisions hereof, unless and until terminated by Tenant upon six (6) months prior written notice to Landlord, or as otherwise provided in Sections 13 or 14 of this Lease (the "First Renewal Term").

5. **Use.** Tenant will access and use the Tower solely for the purpose of installing, maintaining and operating the Facilities. Tenant's use will not prevent or interfere with Landlord's use of the Tower as provided in Section 12 below. Tenant will pay for any electricity or other utility services used to operate Tenant's Facilities. Tenant's use shall be non-exclusive, and Landlord specifically reserves the right to allow the Tower and the Property to be used by other parties and to make additions, deletions or modifications to its own facilities.
6. **Access.** Tenant, at all times during this Lease, shall have access to the radio equipment shelter in order to install, operate, and maintain its Facilities. Tenant shall have access to the Tower with the approval of Landlord. Access to the Tower will be coordinated by the Landlord's Water Department. In the event access to the Tower is required outside of normal working hours (defined as 6:30 A.M. to 5:00 P.M., Monday through Friday), Tenant shall pay the overtime wages incurred by the Landlord. Only authorized engineers, employees or properly authorized contractors of Tenant or persons under their direct supervision will be permitted access to the Tower and the Tower site under a permission agreement between the Parties.
7. **Maintenance and Repair.** Tenant shall remove the Facilities at Tenant's cost, upon reasonable notice to Landlord, to allow maintenance, repair, repainting, restoration or other activity on the Tower as required by Landlord. Upon reasonable notice to and prior consultation with Tenant, the Landlord may schedule maintenance or repair work on the Tower that may result in scheduled interruptions in use of the Tenant's Facilities. Except in the case of an emergency, Landlord shall give thirty (30) days' notice of maintenance, repair, repainting or restoration activities. In case of an emergency, Landlord may remove Tenant's Facilities upon notifying and consulting with Tenant, if practicable, by telephone prior to the commencement of the emergency work. An "emergency" shall be deemed to exist only in those situations which, in Landlord's sole discretion, constitute an immediate threat to the health or safety of the public or immediate danger to the Tower. In the event the use of the Tenant's Facilities is interrupted, Tenant shall have the right to maintain mobile cellular communication sites on wheels on the Property or, after approval by Landlord, on any land owned or controlled by Landlord, in the immediate area of the Property.
8. **Taxes.** Tenant will pay any personal property taxes assessed on, or any portion of such taxes attributable to, its Facilities or any increase in real estate taxes at the Property which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the premises. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document, as long as such action does not pertain to Landlord's taxes imposed on other portions of the Property. Landlord agrees that it will not impose any tax, fee or assessment on the Facilities and that the rent provided herein is the only financial obligation owed to Landlord for the use and lease of the Tower and Property.
9. **Facilities Compliance.** Tenant and its servants or agents will install, maintain and operate its Facilities in accordance with all applicable laws and regulations, including all applicable Federal Communications Commission rules and regulations. The Facilities will be maintained in good repair, ordinary wear and tear excepted. Tenant shall at all times provide the Landlord with as-built drawings of the equipment and improvements installed on the Tower, which show the actual location of all the antenna facilities. Said drawings shall be accompanied by a complete and detailed inventory, attached as Exhibit B, of all equipment, personal property, and Facilities actually placed on the Tower.
10. **Tower Compliance.** Landlord and its servants or agents will maintain and operate the Tower in accordance with all applicable laws and regulations. The Tower will be maintained in good repair, ordinary wear and tear excepted.
11. **Installation, Maintenance and Repair.** Tenant will be solely responsible for installation, maintenance and repair of its Facilities. Installation, maintenance and repair work will be performed in a competent and

workmanlike manner. Rearrangement or modification of any existing installation will be subject to Landlord's prior approval. Before Tenant may change the configuration of its Facilities or add additional facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any configuration change or placement of additional facilities and any other information reasonably requested by Landlord of such requested update or replacement, including, but not limited to, a technical study, carried out at Tenant's expense. Landlord may not unreasonably withhold, condition or delay approval. Notwithstanding the foregoing, Tenant shall have the right to repair or replace the Facilities with similar facilities upon providing notice to the Landlord.

- 12. Interference; Independent Study; Future Possession.** Tenant agrees that the Facilities will consist of equipment, facilities and appurtenances of the type and frequency that will not cause interference to, in descending order of priority: (i) the equipment of Landlord; (ii) public-safety agencies, including law enforcement, fire and ambulance services, that are not part of the Landlord; (iii) other governmental agencies where use is not related to public safety; or (iv) other tenants of the Tower or Tower space existing as of the Effective Date. If required by the Landlord, Tenant shall reimburse Landlord to pay for the reasonable cost of a radio frequency interference study carried out by an independent and qualified professional retained by Landlord showing that Tenant's intended use will not interfere with the aforementioned communications facilities existing on the Tower. If the study concludes there is a potential for interference that cannot be reasonably remedied, Tenant will take all steps necessary to correct or eliminate the interference within thirty (30) days after Tenant's receipt of the study. If the interference cannot be eliminated within such thirty (30) days, Landlord may terminate this Lease immediately for cause and without the payment of any damages. If, after receipt of the study showing no interference, in the event the Facilities subsequently cause such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct or eliminate the interference within thirty (30) days after notification. If the interference cannot be eliminated within such thirty (30) days, Landlord may terminate this Lease immediately for cause and without the payment of any damages. The remedy available to the Landlord in this section is independent of the remedies available due to an "Event of Default" under Section 13 below. Landlord agrees that Landlord and/or any other tenants who currently have or may in the future take possession of the Tower or the Property will be permitted to install only such equipment, facilities and appurtenances of the type and frequency that will not cause measurable interference to the Facilities as then installed and operating. Any subsequent tenant shall, as a material condition of its lease, be required to comply with all applicable FCC rules and regulations. The Parties acknowledge that there will not be an adequate remedy at law for breach of this Section and, therefore, each Party will have the right to equitable remedies, including (but not limited to) injunctive relief and specific performance, to enforce this Section.
- 13. Events of Default.** In the event there is a default by Tenant with respect to any of the provisions of this Lease or Tenant's obligations hereunder, Landlord will give written notice of such default. After receipt of such notice, Tenant will have thirty (30) days in which to cure any default, provided, Tenant will have such extended period as may be required beyond the 30 days if the nature of the cure is such that it reasonably requires more than 30 days and Tenant commences the cure within the 30-day period and continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant, unless and until Tenant has failed to cure the same within the time periods provided in this Section. In the event Tenant fails to cure a default within the required time period, Tenant will be deemed to have committed an "Event of Default" under this Lease.
- 14. Early Termination.** Notwithstanding anything to the contrary in this Lease, this Lease may be terminated, without penalty, prior to the expiration of its term as follows. Landlord may terminate this Lease in the event the Facilities cause uncorrectable interference as provided in Section 12 hereof, or if Tenant commits an uncured Event of Default as provided in Section 13 above. Landlord may also terminate this Lease, upon 6 months prior written notice to Tenant, if (i) an independent engineer engaged by Landlord determines the Tower is structurally unsound, and carries a public safety risk through continued use, and (ii) if the Landlord's governing body decides, for any reason, to redevelop the Property and the Tower in a manner inconsistent with continued use of the Property and the Tower by Tenant.

Tenant may terminate this Lease in the event that: (i) the facilities of Landlord and/or another tenant cause uncorrectable interference as prohibited by Section 12 above; (ii) any application for governmental approvals should be rejected or any governmental approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or Tenant determines that such governmental approvals may not be obtained in a timely manner; (iii) Tenant determines that any soil boring tests on the Property or structural analysis of the Tower is unsatisfactory; (iv) Tenant determines that the Property or the Tower is no longer technically or structurally compatible for its use; or (v) Tenant, in its sole discretion, determines that the use of the Property or the Tower is obsolete or unnecessary.

15. **Removal Upon Termination.** Upon termination or expiration of this Lease, Tenant will, within ninety (90) days, remove the Facilities and otherwise return the Tower and Property to its original condition, reasonable wear and tear excepted. Landlord understands and agrees that the Facilities will remain the personal property of Tenant and Tenant will retain the right to remove the same, whether or not such items are considered fixtures or attachments to real property under applicable law. In the event the Facilities and related equipment are not removed to the reasonable satisfaction of Landlord within the timeframes described in this Section, they shall be deemed abandoned and become the property of Landlord, and Tenant shall have no further rights thereto.
16. **Rights Upon Sale.** If at any time during the term of this Lease, Landlord sells or otherwise transfers the Tower, the Property or any property rights associated with the Tower or Property to a third party, such sale or transfer will be subject to this Lease and Tenant's rights hereunder.
17. **Memorandum of Lease.** Tenant will not file or record this Lease without Landlord's prior written consent. Notwithstanding the preceding, at Tenant's request and expense, the parties will execute and record a Memorandum of Lease in a mutually acceptable form. Tenant agrees to provide Landlord with a recorded copy of any such Memorandum.
18. **Limitation of Liability.** Except for indemnification pursuant to Section 19, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
19. **Indemnification.** Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. Landlord will indemnify, save, and hold harmless Tenant, its elected officials, officers, agents, volunteers and employees from any and all claims of any nature including all costs and expenses ~~and reasonable attorney fees~~, which may in any manner, result from or arise out a breach of this Lease except for claims resulting from or arising out of Tenant's willful conduct or sole negligence. Tenant will indemnify, save, and hold harmless Landlord, its elected officials, officers, agents, volunteers and employees from any and all claims of any nature including all costs and expenses ~~and reasonable attorney fees~~, which may in any manner, result from or arise out of a breach of this Lease or from Tenant's use of the Property, except for claims resulting from or arising out of Landlord's willful conduct or sole negligence.
20. **Insurance.** Tenant and Landlord each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and have minimum coverage consistent with the liability limits contained in Wisconsin Statutes.
21. **Representations.** Each Party hereby represents and warrants to the other that it has the full legal right and authority to enter into this Lease on the conditions and for the term provided herein.
22. **Assignment.** This Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned.

23. **Successors.** This Lease will extend to and bind the heirs, personal representatives, successors and assigns of the parties.
24. **Notices.** All notices required and given under this Lease will be deemed given when delivered in person, or by confirmed delivery service or confirmed facsimile, or when mailed, certified mail, postage prepaid, return receipt requested to the addresses set forth below for each party, or to such other address designated by notice to the other party.

Landlord:

City Administrator
City of New Richmond, Wisconsin
156 East First Street
New Richmond, WI 54015

Tenant:

County Administrator
St Croix County, Wisconsin
1101 Carmichael Road
Hudson, WI 54016

25. **Survival.** The provisions of this Lease relating to indemnification from one Party to the other Party will survive any termination or expiration of this Lease. In addition, any provisions of this Lease which require performance subsequent to the expiration of this Lease will survive termination or expiration.
26. **Applicable Law.** This Lease will be governed by and construed in accordance with the laws of the State of Wisconsin.
27. **Non Waiver.** The failure of either Party to insist on strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under this Lease will not waive such rights and such Party will be permitted to enforce such rights at any time and take such other actions as may be lawful and authorized under this Lease, whether at law or in equity.
28. **Integration.** The Parties acknowledge that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no oral agreements, promises or understandings will be binding upon either Party in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease will be null, void and ineffective unless made in writing and signed by each of the Parties. If any provision of this Lease is found to be invalid or unenforceable, such finding will not affect the validity and enforceability of the remaining provisions of this Lease.
29. **Quiet Enjoyment/Title.** Landlord covenants that Tenant, on performing the covenants herein, shall peaceably and quietly have, hold and enjoy Tenant's leased portion of the Tower. Landlord represents and warrants to Tenant as of the execution date of this Lease, and covenants during the Initial Term and any applicable Renewal Term, that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease.
30. **Amendments.** This Lease may be amended only upon mutual execution of the Parties hereto, or their qualified successors and assigns. Amendments executed by Landlord must first be approved by Landlord's governing body. As authorized by Section 9 hereof, Tenant may update its Facilities by providing new building plans, site plans, facility descriptions, and other applicable information reasonably requested by Landlord, and may insert such information as a new Exhibit B hereto, without such action being construed as an amendment to this Lease.
31. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Lease, effective as of the signature dates included below.

CITY OF NEW RICHMOND:

ST. CROIX COUNTY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

New Richmond
Tower Space Lease

EXHIBIT B

DESCRIPTION OF THE TENANT'S FACILITIES

New Richmond
Tower Space Lease