

AGENDA FOR COUNCIL MEETING

CITY OF NEW RICHMOND, WISCONSIN

MONDAY, SEPTEMBER 11, 2017 - 7:00 P.M.

AGENDA:

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

PUBLIC COMMENT

CONSENT AGENDA:

1. Approval of the Minutes from the Previous Regular Council Meeting, August 14, 2017 at 7:00 p.m. and Special Council Meeting, August 28, 2017 at 5:30 p.m.
2. Applications for License to Serve from John P. Vlasak, New Richmond and Michael E. Hoppe Jr, New Richmond
3. Application for Parade Permit from the Wisconsin State VFW Loyalty Day Parade on April 28, 2018 at 12:30 p.m.
4. Donations for K-9 Program:

Bernard & Carol Colbeth	\$100
Bernard's Northtown	\$2,500
James & Susan Zajkowski	\$100
Reardon Family (in Hogan's honor)	\$100
Wisconsin Tavern League	\$500
5. Payment of VO#61077 through VO#61174 totaling \$508,358.61 plus electronic fund transfers of \$2,406,826.31 for a grand total of \$2,915,184.92

DEPARTMENT REPORTS:

Administration
Finance
Community Development
Public Works
Library
Police
Fire
Airport

UNFINISHED BUSINESS:

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

NEW BUSINESS:

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

1. Resolution #091701 – Requesting Application for Exemption from County Library Tax

2. **Plan Commission Recommendation:**
 - a. Application from DLH Consulting LLC Amending PUD district for Evergreen Valley
 - b. Certified Survey Map from City of New Richmond
 - c. Ordinance #500 Curb Requirements
3. Development Agreement with Johnson Motors
4. Development Agreement with Richmond Prairie Condos Phase 3
5. Resolution #091702 – Approving Sale of Land to Bernard Real Estate Holdings LLC
6. Resolution #091703 – Approving Sale of Land to DDR Estates, LLC
7. Police Squad Proposed RFP
8. K-9 Update and Approval for Full-Time Position
9. Work Session on September 25, 2017 at 5:30 p.m.
10. Communications & Miscellaneous
11. Closed Session per State Statute 19.85 (1)(e)(g) –
 - a. TID #6
 - b. Evergreen Valley – Storm Water Management
 - c. Walmart Real Estate Property Tax Assessment Appeal
 - d. Negotiation of Public Contract – PILOT
12. Open Session – Action on Closed Session Agenda
13. Adjournment

Frederick Horne, Mayor

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

**Late Changes and Additions

Posted: Civic Center and City Website

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

REGULAR COUNCIL MEETING AUGUST 14, 2017 7:00 P.M.

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

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

Public Comment

Consent Agenda

1. Approval of the Minutes from the Previous Regular Council Meeting, July 10, 2017 at 7:00 p.m. and Special Council Meeting, July 21, 2017 at 8:30 a.m.
2. Applications for License to Serve from Timothy L. Scanlan, New Richmond; Robert W. Canfield, New Richmond; and Marie A. Brims, Star Prairie
3. Application for Direct Seller's Permit from Jameson Russell from Chippewa Valley Exteriors LLC and from Calvin Cooper, Catherine Mael, Isaiah Bauer and Chris Kapecky from Timber Creek Builders LLC
4. Application for Run/Walk Permit
 - a. Five Loaves Food and Clothing Harvest Moon 5K on September 30, 2017 from 6:00 to 8:30 p.m.
 - b. Heritage Days Road Race on September 23, 2017 at 8:00 a.m.
 - c. Alzheimer's Association Walk on September 16, 2017 at 9:30 a.m.
 - d. St. Mary's School Marathon It on October 7, 2017 10:00 a.m. to Noon
5. Application for Street Use Permit for the John Doar History Trail Opening Celebration on August 26, 2017 from 8:00 a.m. to Noon on West First Street from Knowles Avenue to Minnesota Avenue
6. Application for Temporary Class B Beer License from Knights of Columbus at 155 East Fourth Street for September 10, 17, 24, 29, October 1, 8, 15, 22, 27, 29, November 5, 12, 19, 24, 26, December 3, 10, 17 and 29
7. Application for Amplification Permit and Exemption from Loud & Unnecessary Noise from Westfield's Hospital for August 15, 2017 5:00 to 8:00 p.m.

8. Application for Taxicab License from Elijah Omweno of Magena SMV Transport & Taxi Service

9. Donations for K-9 Program:

\$50 Carolyn Craig
\$100 Bill Buffie
\$5,000 Kvittek Family
\$5,000 Westconsin Credit Union
\$5,000 Westfields Hospital
\$100 Bob Meyer
\$100 Mike and Coba Darrow
\$100 Sharon and James Beebe
\$500 Mike and Liz Montello
\$100 Wayne Tubbs
\$10,921 Anonymous
\$20 Sharon Fall
\$256.19 Olivia Naser and Friends

10. Payment of VO#60954 through VO#61076 totaling \$687,084.07 plus electronic fund transfers of \$2,746,471.40 for a grand total of \$3,433,555.47

General Fund	\$773,755.02
Impact Fees Fund	24,795.79
Cemetery Fund	986.12
CDBG - Housing	8,770.00
Debt Service Fund	2,190,744.41
Capital Projects	221,372.04
Capital Replacement Fund	1,800.00
Landfill Cleanup Fund	6,574.90
TID District #10	254.92
TID District #6	8,749.24
Storm Water Utility	172,511.58
Park Land Trust Fund	23,241.45

Alderman Montello moved to approve the consent agenda as presented, seconded by Alderman Ard and carried.

Mayor's Reading Challenge

Kim Hennings, Library Director, thanked Williamson and Siler and Bernard's Northtown for sponsoring the medals for Mayor Fred's reading challenge. The Library had 722 participants in the summer reading program and over 2,500 people participated in programs and events. Kim read the names of the kids who participated and completed the reading challenge. Each child received a medal, certificate and handshake from Mayor Horne. A picture was taken of all of the kids present at the meeting.

Department Reports

Administration – Mike Darrow stated the John Doar Trail Celebration will be August 24-26. The celebration will begin with a community picnic sponsored by New Richmond Utilities at the Heritage Center on August 24, 2017 5:30 to 8:00 p.m. The movie *Selma* will be played at dusk. Noah Wiedenfeld explained the other events planned. On August 25, the movie *Hidden Figures* will be played at the Old Gem Theater at 10:00 a.m. There will be two panel discussions at 1:00 p.m. and 3:00 p.m. on August 25 at WITC. The panel discussion will be recorded for those unable to attend. The Grand Opening Ceremony for the John Doar History Trail at the Mill Pond will take place at 10:00 a.m. on Saturday morning.

Finance –Rae Ann Ailts stated she is working with staff on the 2018 general fund operating budget and updating the five year capital improvement plan. The preliminary equalized value for the City is in and our value increased by 9% to just over \$717,000,000.

Community Development – Beth Thompson stated there have been several ribbon cuttings for new businesses including the Loan Depot which is located in the Chamber office. There will be a ribbon cutting for SF Insurance on August 23; for Westfields on August 29; and Family Therapy Associates on September 8. Also, the first draft of the existing conditions for the Comprehensive Plan was just completed.

Public Works – Michael Mroz gave an update on street projects. On North Fourth Street they will be starting final grading this week and pouring curb in the next two to three weeks. Paperjack Bend water and sewer is installed and curb will be poured later this week. James Place has all the curb in and will be ready for asphalt later this week. The Public Works Department has been doing a lot of work on the John Doar History Trail including setting riprap, pouring concrete pads, installing lighting, etc.

Police – Craig Yehlik reported that over 200 people attended the National Night Out event and they raised \$600 to be split between Halos of the St. Croix Valley and Five Loaves backpack program. Craig thanked the sponsors and volunteers for their help with this event. The Citizens Academy will be starting on September 21, 2017. If you are interested, you can apply at the Police Department. This is a seven week program on Thursdays starting at 6:30 p.m. A training audit has been completed for the Police Department and all officers have met state requirements for firearms recertification and emergency vehicle operations. They also had many extra hours of specialized training including death investigation, field training, evidence technician, interviewing sexual predators, child interviewing, etc.

Fire – Mayor Horne reported that there were 20 incidents in July. The new fire truck is in service now and the firefighters are very thankful for this new truck.

Airport – MaryKay Rice stated there has been a noticeable uptick in requests for new hangars recently. The Governor has been to the airport three times in the last two months which is great because it means there is a lot of interest in the area. The runway sweeper has arrived and needs to be assembled, but will be ready for service when snow falls. There are three more chances to enjoy a free lunch at the airport the next three Wednesdays at noon.

VFW Request

Ken House gave a presentation regarding the VFW's request to construct a building in Freedom Park that would include space for them, the Senior Center, a healing garden and patio area. The estimated cost is \$1.5 to \$2 million. They have raised \$200,000 and would like the City to match that amount over time. Discussion followed. The VFW requested authorization to build a veterans center with community space in Freedom Park. Alderman Ard moved to table this item until the August 28 work session, seconded by Alderman Montello and carried.

Resolution Opposing AB 399 & SB 309

Alderman Ard explained these bills were drafted in response to a property owner in the Town of Somerset who is unable to operate an event center on their property in the Lower St. Croix Riverway. The designation of St. Croix National and Scenic Riverway for the Lower St. Croix Riverway established easements which run with the land under the administration of the National Park Service. The proposed bills would relieve the DNR of oversight and mandate St. Croix County, the Town of Somerset, and towns, villages and cities on the Lower St. Croix to accept state rezoning in contradiction to current law and the rural character of the Lower St. Croix River. This would relieve municipalities of local control. Representatives from the Town of Somerset and

Town of St. Joseph expressed their opposition to these bills. Considerable discussion followed. Alderman Ard moved to approve the resolution, seconded by Alderman Kittel. Upon voting, Alderman Kittel and Ard voted yes. Alderman Zajkowski, Montello and Volkert voted no. Alderman Jackson abstained so it was a tie vote. Mayor Horne voted no so the motion failed.

Mayor's Appointments

Mayor Horne appointed Bob Condon to the Housing Authority to replace Delores Quinn and David Tyvoll to the Plan Commission to replace Kyle Hinrichs. Alderman Montello moved to confirm these appointments, seconded by Alderman Ard and carried.

Naming of John Doar History Trail

The Park Board recommending renaming Mill Pond Trail as the John Doar History Trail. Alderman Montello moved to accept this recommendation, seconded by Alderman Ard and carried.

John Doar History Trail Proclamation

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

RESOLUTION #081701

PROCLAIMING AUGUST 26, 2017 AS "JOHN DOAR DAY"

IN THE CITY OF NEW RICHMOND

WHEREAS, on Saturday, August 26, 2017, John Doar will be recognized by his hometown of New Richmond, Wisconsin and the grand opening of the John Doar History Trail; and

WHEREAS, John Doar grew up in New Richmond, Wisconsin and spent his early career practicing law with his father, W.T. Doar, and his cousin, future governor Warren Knowles; and

WHEREAS, John Doar served in Civil Rights Division of the United States Department of Justice from 1960 to 1967, where he rose to the position of assistant attorney general, or top lawyer, in charge of the Division; and

WHEREAS, John Doar took the values that he learned at a young age growing up in New Richmond – hard work, honesty, integrity, commitment to doing what's right, attention to detail, respect for all – with him wherever he went and never forgot his hometown roots; and

WHEREAS, John Doar was awarded the President's Award for Distinguished Civilian Service by President Lyndon B. Johnson; and

WHEREAS, John Doar prosecuted some of the most notorious cases of murder and violence in the South in the 1960s and was instrumental in changing the region's pattern of race-based politics based on voter discrimination; and

WHEREAS, John Doar served as special counsel to the Judiciary Committee of the House of Representatives during its impeachment inquiry into the conduct of President Richard Nixon; and

WHEREAS, John Doar was awarded the Presidential Medal of Freedom in 2012 by President Barack Obama; and

WHEREAS, construction of the John Doar History Trail, generously funded by the late Tom Doar in honor of his brother, will ensure that John's legacy is remembered and celebrated by future generations;

NOW, THEREFORE, I, Mayor Fred Horne, do hereby proclaim Saturday, August 26, 2017 as JOHN DOAR DAY throughout the City of New Richmond and I commend this observance to all of our citizens.

Motion was seconded by Alderman Ard and carried.

Plan Commission Recommendations

The Development Review Committee and Plan Commission recommend adopting Ordinance #496 amending Table 11 of the Zoning Ordinance, removing height limits for wall signs. Such regulation is not necessary in consideration of other provisions of the Zoning Ordinance and does not allow for effective use of wall signs for business identification purposes. Alderman Montello moved to suspend the rules and adopt Ordinance #496, seconded by Alderman Jackson and carried.

The Development Review Committee and the Plan Commission recommend approval of Ordinance #497 annexing the Dionisopoulos property with Z2 zoning. Alderman Ard moved to suspend the rules and adopt Ordinance #497, seconded by Alderman Zajkowski and carried.

The Development Review Committee and the Plan Commission recommend approval of Ordinance #498 annexing the Krumm Property with Z3 Zoning and the City to pay the State review fees of \$400. Alderman Montello moved to suspend the rules and adopt Ordinance #498, seconded by Alderman Kittel and carried.

The Development Review Committee and the Plan Commission recommend approval of the Certified Survey Map for DCCI Land Planners subject to the following conditions:

1. All street construction plans shall be subject to review and approval of the Public Works Director.
2. The proposed names, Morgan Drive and Evan Court, within the CSM shall be subject to review and approval of the City Council.
3. All utility issues shall be subject to review and approval of the Public Works Director.
4. All grading, drainage, and erosion control plans shall be subject to review and approval of the Public Works Director; the development agreement shall specify that the developer is required to make regional stormwater improvements during construction necessary for the development.
5. Park dedication requirements are to be subject to review and approval of the Park Board prior to review of the CSM by the Plan Commission or approval of the City Council.
6. Outlot 1 shall be conveyed to the Richmond Prairie homeowners association.
7. The developer (and owner of record if different) shall execute a development agreement with the City upon approval of the subdivision as required by Section 117-24 of the Subdivision Ordinance as drafted by the City Attorney and subject to approval of the City Council.

Alderman Zajkowski moved to approve the CSM with the conditions and the City to pay State review fees of \$400, seconded by Alderman Montello and carried.

The Plan Commission recommended approval of the following list of airport projects for which the Airport Commission has requested the use of Federal and State funds:

- 1) Snow removal and mowing equipment
- 2) Crack fill and seal coat airport pavement
- 3) Reconstruct, strengthen and expand north aircraft parking ramp, including concrete pads
- 4) Reconstruct and expand the south ramp
- 5) Reconstruct and strengthen taxiways
- 6) Replace rotating beacon
- 7) Complete perimeter fencing
- 8) Conduct wildlife site visit
- 9) Clear and maintain runway approaches
- 10) Any necessary related work

Alderman Zajkowski moved to approve the list of projects as presented, seconded by Alderman Kittel and carried.

Single Axle Plow Truck Bids

Michael Mroz explained the bids received for the single axle plow truck.

Dealer	Truck Price	Additional Equipment Price	Total
Boyer	199,194.53	\$,3350 Pre-wet system	202,544.53
Astleford	160,000.00	3,350 Pre-wet system	163,350.00

Nuss	158,000.00	30,350.00	188,350.00
La Crosse Truck	149,354.22	30,350.00	179,704.22

The recommendation is to purchase the truck from Astleford for \$163,350 which includes the pre-wet system. This truck is a demo with 3,000 miles on it, but the company will still give us a three year bumper-to-bumper warranty. It comes with a rear wing, underbody blade and electronic controls. The City bonded \$140,000 for this truck. We are proposing to take \$25,000 from the stormwater utility and the sale of the truck this is replacing will offset the amount paid by the stormwater utility. There was question regarding the brine system. Michael explained the brine wets the salt before it hits the pavement which helps so that it sticks to the pavement and keeps the concentration of salt in traffic lanes. Alderman Montello moved to approve purchasing the truck from Astleford with the pre-wet system for a total of \$163,350 as recommended, seconded by Alderman Ard and carried.

Second Quarter Financial Review

Rae Ann Ailts presented the Second Quarter financial review.

2018 Budget Update

Rae Ann Ailts explained that staff has been working on the budget identifying opportunities and challenges in the coming year. Personnel, operation and equipment needs have been identified. The next step will be to present the first draft of the budget at the August 28 work session along with the five year capital improvement plan. Community engagement is planned for September which will include a short video. A revised draft will be presented in September or October and the budget hearing is planned for late November or early December.

Ordinance #499 Amending Section 50-291 Restricted Areas for Sex Offenders

Nick Vivian and Craig Yehlik explained the changes in the proposed ordinance regarding restricted areas for sex offenders. Discussion followed. Alderman Montello moved to suspend the rules and adopt Ordinance #499, seconded by Alderman Ard and carried.

Resolution Opposing Assembly Bill 361

Scottie Ard explained the bill would require a referendum for any new or existing wheel tax. This bill is opposed by the League of Municipalities and the Wisconsin Counties Association. Discussion followed. Alderman Zajkowski moved to approve the resolution, seconded by Alderman Ard. Upon voting, Alderman Zajkowski, Kittel and Ard voted yes. Alderman Volkert, Jackson and Montello voted no. Mayor Horne broke the tie vote with a no vote, motion failed.

Proposed Ordinance Amendment for Direct Sellers Permits

Alderman Ard stated that after the hail storm there were several companies going door-to-door to do repairs. These companies did not have permits. After researching the ordinance, there is no penalty for those who do not get a permit. Alderman Ard would like to implement a penalty. Nick Vivian will draft an ordinance amendment and bring it back to the Council.

Purchase Agreement with School District of New Richmond

City Staff recommends approval of the purchase agreement as presented. The agreement will go before the School Board at their regular August meeting. Alderman Zajkowski moved to approve the agreement as presented, seconded by Alderman Ard and carried.

Work Session on August 28, 2017 at 5:30 p.m.

Communications and Miscellaneous

Any council members wanting to attend the League Conference October 19-21, 2017 should contact Tanya Batchelor.

Closed Session

Alderman Montello moved to go into Closed Session per State Statute 19.85 (1)(e)(f)(g) – TID #6 Sale of Land, TID #10 Update, Nuisance Property Issue, and Evergreen Valley –Storm Water Management, seconded by Alderman Ard and carried.

Open Session

No action was taken.

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

Meeting adjourned at 10:15 p.m.

Tanya Batchelor
City Clerk

SPECIAL COUNCIL MEETING, AUGUST 28, 2017 5:30 P.M.

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

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

VFW Request

There was considerable discussion regarding the request from the VFW to construct a building in Freedom Park. A development agreement will need to be drafted for this project if approved. Alderman Montello moved to grant approval to the VFW to build on land identified in Freedom Park and arrangements with the City to be made at a later date, seconded by Alderman Zajkowski and carried. Alderman Ard and Jackson voted no.

Resolution Opposing AB 399, SB 309

This resolution was drafted in opposition to Assembly Bill 399 and Senate Bill 309 in response to a property owner in the Town of Somerset who is unable to operate an event center on their property in the Lower St. Croix Riverway. The proposed bills would relieve municipalities of local control. Mike Darrow suggested a third option for the Council to consider rather than to approve or deny the proposed resolution. Mike's wording is as follows: The City of New Richmond has been made aware of AB 399, SB 309. After discussion with the Mayor and City Council, the Council understands the significance of each of these Bills. While these bills impact municipalities, the Council moves to direct citizen feedback on each of these bills to our State Representatives. No motion was made to discuss the resolution opposing AB 399 and SB 309.

Resolution Opposing AB 361

Alderman Montello moved to discuss the resolution opposing Assembly Bill 361 which would require a referendum for any new or existing wheel tax, seconded by Alderman Ard and carried. Alderman Zajkowski move to use Mike Darrow's wording rather than approve or deny the resolution with the addition of email addresses for our representatives. Mike's wording is as follows: The City of New Richmond has been made aware of AB 361. After discussion with the Mayor and City Council, the Council understands the significance of each of these Bills. While these bills impact municipalities, the Council moves to direct citizen feedback on each of these bills to our State Representatives: Sheila Harsdorf – sen.harsdorf@legis.state.wi.us and Rob Stafsholt – rep.stafsholt@legis.wisconsin.gov, seconded by Alderman Zajkowski and carried. Alderman Ard voted no.

Presentation of Five Year Capital Improvement Plan

Mike Darrow thanked Rae Ann Ailts and staff for their work on this plan. Rae Ann facilitated an exercise for Council members to begin prioritizing the use of public funds. The list consists of economic development; preserving the past, engaging the present and ensuring the future; fiscal responsibility; and public/private partnerships. The next steps will be a public engagement process, finding sources and uses of funds, a financial impact analysis, and finally adoption of the plan in early 2018.

Presentation of First Draft of 2018 Budget

Mike Darrow thanked Kim Hennings and Craig Yehlik for leading the budget presentation. Staffing is a concern for this budget cycle including retaining and attracting staff to meet the growing expectations for our community. The proposal includes maintaining the employee benefits package into 2018 and acknowledging performance of employees through wage increases. Mayor Horne asked that supervisors present their own budgets so the Council can ask questions as they present. Jim VanderWyst presented the Fire Department budget. Jeremiah Wendt presented the Public Works budget. Council members asked to have the percentage of increase or decrease listed on the budget sheets. The rest of the supervisors will discuss their budgets at the work session in September. Craig Yehlik and Kim Hennings continued with the 2018 budget presentation which includes hiring a full-time patrol officer, a full-time public works position, a limited term airport maintenance person, a part-time custodian, a full-time planner, a full-time management analyst, a full-time electrical lineman, adding 10 hours per week for fire department maintenance and continue with the contracted electrical inspector. Discussion followed.

Communications and Miscellaneous

Mayor Horne showed everyone the Certificate of Special Congressional Recognition for the John Doar History Trail. He was proud of the effort put into the celebration over the weekend for the trail opening. Craig Kittel thanked Fred for his presentation. There were lots of positive comments from the Doar Family. Anyone interested in attending the League Conference in October should let Tanya know before September 7, 2017.

Closed Session

Alderman Montello moved to go into Closed Session per State Statute 19.85 (1) (c)(e) to discuss TID #6 Sale of Land; Non-Union and Union Wages and Salaries; and Review of Land Contracts pertaining to City owned parcels, seconded by Alderman Ard, and carried.

Open Session

No action was taken.

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

Meeting adjourned at 8:45 p.m.

Tanya Batchelor
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL September 11, 2017

VO #	PAYMENT TO:	AMOUNT
61077	ACCELERATED PLASTICS	70.00
61078	CITY UTILITIES - OTHER	76.37
61079	CITY UTILITIES - OTHER	15.00
61080	INDUSTRIAL HEALTH SERVICES NETWORK INC	321.90
61081	WI ECONOMIC DEVELOPMENT CORPORATION	200.00
61082	E O JOHNSON COMPANY	1,880.70
61083	MCNUTT, DAVID	2,000.00
61084	ST CROIX COUNTY	1,000.00
61085	XCEL ENERGY (2)	24.22
61086	RIVARD STONE INC	12,780.00
61087	ABRAHAMSON NURSERIES	17,097.10
61088	CITY OF NR - REVOLVING FUND	168.77
61089	CITY UTILITIES - 2ND BILLING	28,784.74
61090	CITY UTILITIES - TAX ROLL	6,020.78
61091	COMFORT BY DESIGN, INC	11,600.00
61092	COMMUNITY COLLABORATION	2,220.00
61093	CONDUENT BUSINESS SERVICES, LLC	795.00
61094	CONFIDENTIAL RECORDS, INC	45.00
61095	FRONTIER COMMUNICATIONS (2)	47.82
61096	HALLE, MARC	1,000.00
61097	HJELM, DOUGLAS	22.00
61098	HOWELL, PAT	147.89
61099	KODIAK POWER SYSTEMS, INC	464.00
61100	MARSDEN BLDG MAINTENANCE, LLC	2,252.22
61101	MELSTROM INSPECTIONS, LLC	1,875.00
61102	NORTHLAND SURVEYING	2,918.75
61103	NORTHWAY COMMUNICATIONS INC	249.98
61104	SPECTRUM INSURANCE GROUP	4,576.00
61105	STEPHENS SANITATION - RECYCLING	4,065.00
61106	STEPHENS SANITATION - REFUSE	487.15
61107	TREETOP PRODUCTS CONSOLIDATED	8,877.24
61108	WAL-MART (OTHER PMTS)	68.00
61109	DEMULLING, MICHAEL	1,849.00
61110	INDIAN HEAD AIRWAYS, INC	1,500.00
61111	MCCABE CONSTRUCTION, INC	127,602.25
61112	REGISTER OF DEEDS	90.00
61113	BALDWIN TELECOM, INC	591.22
61114	AMAZON (CITY)	1,921.54
61115	AMAZON (LIBRARY)	1,205.47
61116	ASPHALT ASSOCIATES INC	300.00
61117	ASTLEFORD INTERNATIONAL TRUCKS	163,045.00
61118	BENEFIT EXTRAS, INC	362.00
61119	BLANCH, FREDERICK	23.62
61120	BOYCEVILLE PUBLIC LIBRARY	14.95
61121	CAMPBELL, JAMES	350.00
61122	CEMSTONE - READY MIX INC	1,168.50
61123	CEMSTONE PRODUCTS CO	199.94
61124	CITY OF MEDFORD	193.50
61125	CITY UTILITIES - 1ST BILLING	981.92
61126	CITY UTILITIES - INVOICES	349.98
61127	CITY UTILITIES - INVOICES	5,523.36
61128	CITY UTILITIES - INVOICES/WPPI EMAIL HOSTING	754.50
61129	CITY UTILITIES - LANDFILL	734.67
61130	CITY UTILITIES - SAC CHARGES	7,824.00
	SUB - TOTAL	428,736.05

	SUB - TOTAL CARRIED FORWARD	428,736.05
61131	CITY UTILITIES - SALES TAX	550.76
61132	CITY UTILITIES - WATER IMPACT FEES	7,824.00
61133	DEGEAR, DAVID	200.00
61134	DEPT OF CORRECTIONS	80.00
61135	EXPRESS LUBE & RENTAL, LLC	162.38
61136	FALL CREEK PUBLIC LIBRARY	15.00
61137	FRONTIER COMMUNICATIONS	1,063.05
61138	GHD SERVICES INC	1,821.68
61139	GILLEN'S LIME QUARRY	883.10
61140	HUMPHREY, KEEGAN	10.00
61141	INDUSTRIAL SAFETY	7,130.68
61142	KODIAK POWER SYSTEMS, INC	1,399.78
61143	KWIK TRIP/KWIK STAR STORES	4,386.02
61144	LEVERTY, TIMOTHY	179.34
61145	MELSTROM INSPECTIONS, LLC	1,875.00
61146	MENOMONIE PUBLIC LIBRARY	20.00
61147	MIDWEST TAPE	9.99
61148	MONARCH PAVING COMPANY	943.69
61149	NORTHERN BUSINESS PRODUCTS	694.64
61150	PEDERSON, JOEL	325.00
61151	PELNAR, KATHLEEN	376.76
61152	PROFESSIONAL SERVICE INDUSTRIES, INC	622.77
61153	REGISTER OF DEEDS	12.00
61154	RIVERTOWN MULTIMEDIA	879.34
61155	RUNNING, INC	10,145.99
61156	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	144.47
61157	SECURIAN FINANCIAL GROUP, INC	2,131.20
61158	SHORT-ELLIOT-HENDRICKSON	22,027.36
61159	ST CROIX COUNTY HIGHWAY DEPT	24.60
61160	ST CROIX COUNTY TREASURER - DOG LICENSES	670.75
61161	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	544.11
61162	STANDARD INSURANCE COMPANY	2,712.73
61163	STATE OF WI - COURT FINES & ASSESSMENTS	2,034.23
61164	SUNBOW PROPERTIES	2,000.00
61165	SUNRISE LAWNS LANDSCAPE & IRRIGATION	206.00
61166	TABLE 65	705.00
61167	THE PLANNING COMPANY LLC	2,596.90
61168	TOP NOTCH TROPHIES	687.50
61169	VERIZON WIRELESS (CITY)	353.42
61170	VILLAGE OF STAR PRAIRIE	66.77
61171	WASHINGTON NATIONAL INS CO	200.80
61172	WI PROFESSIONAL POLICE ASSN, INC	585.20
61173	WOLFE, MELANIE	20.00
61174	XCEL ENERGY	300.55

SUB-TOTAL

508,358.61

SUB-TOTAL	508,358.61
SUB - TOTAL CARRIED FORWARD	508,358.61

TOTAL VOUCHERS	508,358.61
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ELECTRONIC FUND TRANSFERS

PAYROLL (8/18 & 9/1)	235,278.82
DEFERRED COMP	8,994.00
ROTH - WI	250.00
FEDERAL W/H	91,704.12
STATE W/H	16,568.66
POSTAGE	-
MEDICAL PREMIUMS	90,339.34
RETIREMENT	54,112.20
VISA P-CARDS	25,457.20
HRA	3,529.24
HAS - ER CONTRIBUTIONS	1,166.62
WI-SCTF	2,864.56
FLEX SPENDING	4,322.46
GARNISHMENTS	242.26
EMPLOYEE FUND	224.00
FIREMEN DUES DEDUCTIONS	540.00
AFLAC	1,408.38
INV - SUPER AMERICA	1,618.04
DELINQ STATE TAX - REMITTANCES	34.08
LIBRARY-REST'D INVESTMENTS	-
IMPACT FEE TRANSFERS	14,672.00
TRANSFER TO LGIP	1,800,000.00
TID#6 DEVELOPER INCENTIVE	-
PSN REFUNDS	198.00
TID FEES	-
WPPI LOAN PMTS	4,166.67
DEBT PMTS/BREMER LOAN PMTS	49,135.66

TOTAL ELECTRONIC FUNDS	2,406,826.31
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GRAND TOTAL	2,915,184.92
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FRED HORNE, MAYOR

To: Mayor and City Council

From: Kim Hennings, Library Director

Date: 09.11.17

RE: Exemption from County Library Tax

St. Croix County received the final equalized values for the 2018 tax levy. As you know, the County is required to levy a tax if the municipality does not levy an amount equal to or greater than a calculated amount, shown in column 7 below.

Please see attached resolution that states that the City of New Richmond will make the required appropriation.

	1	2	3	4	5	6	7	8	9
	2016 Equalized value of Property	2016 Value of Communities that are exempted from 2015 County Library Tax	2016 Equalized value Taxed for 2017 County Library service	2017 County Appropriation for Library Services	County Library Tax Levy for 2017	2017 Equalized Value of Municipality	Minimum 2018 Appropriation to exempt from County Library Tax	2018 Municipal Library Appropriation	If 8 is greater 7 library may request exemption
Municipality C New Richmond	\$8,421,096,900	\$ 5,311,175,000	\$3,109,921,900	\$ 1,156,590	0.0003719	\$661,785,200	\$ 246,120		

Please complete the highlighted cell

RESOLUTION #091701
REQUESTING APPLICATION FOR EXEMPTION
FROM COUNTY LIBRARY TAX

WHEREAS, the County Board for St. Croix County, Wisconsin levies a county library tax; and

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides that any city, town or village which levies a tax for public library service and appropriates and expends for a library fund as defined by section 43.52(1) of the Wisconsin Statutes during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of the property in the city, town, or village for the current year is exempt from the county library tax; and

WHEREAS, the City of New Richmond will, in 2018, appropriate and expend an amount in excess of that calculated above.

NOW THEREFORE, BE IT RESOLVED that the City of New Richmond hereby requests of the St. Croix County Board of Supervisors that the City of New Richmond be exempted from the payment of any county tax for the support of public library service as provided in Section 43.63(2) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded by the City of New Richmond Clerk to the following parties:

Carleton A. Friday Memorial Library
155 East First Street
New Richmond, WI 54017

St. Croix County – County Clerk
1101 Carmichael Road
Hudson, WI 54016

Dated this 11th day of September, 2017.

Frederick Horne, Mayor

Attest:

Tanya Batchelor, City Clerk



3601 Thurston Avenue N, Suite 100
Anoka, MN 55303
Phone: 763.231.5840
Facsimile: 763.427.0520
TPC@PlanningCo.com

MEMORANDUM

TO: Beth Thompson

FROM: D. Daniel Licht, AICP

DATE: 7 September 2017

RE: New Richmond – Evergreen Valley Third; PUD Amendment

TPC FILE: 164.02

BACKGROUND

DLH Consulting LLC is proposing to develop approximately 30 single-family dwellings on lots planned as twin homes within Evergreen Valley Third Addition. Evergreen Valley Third Addition is located southeast of West Richmond Way and CR A. The proposed development requires consideration of an application to amend the Evergreen Valley Planned Unit Development Plat (PUD) to allow for the single-family homes and establish setbacks for the buildings. The application to amend the Evergreen Valley PUD is subject to review by the Plan Commission and approval of the City Council.

Exhibits:

- Evergreen Valley Third Lots (2 pages)
- Example Building Plans (2 pages)
- Draft PUD Document

ANALYSIS

Evergreen Valley PUD. Prior to 1 January 2015 and adoption of the current Zoning Ordinance, the development was zoned R2 District. Allowed uses under the R2 District included one family uses as a permitted use and two family uses as a conditional use of the R2 District. The approval of the development is identified as a “PUD Plat” on 13 June 2005.

- The reference to “plat” it indicates the purpose of the PUD was specifically related to the platting of the development, which includes two family buildings on separate unit lots overlaying a common side lot line and establishment of setbacks.
- The information requirement for an application for a PUD under the Zoning Ordinance in effect prior to 1 January 2015 lists “preliminary building plans, including floor plans and exterior designs or elevations” in Section 121-171(c)(7). It is not clear from City files that information regarding preliminary building plans was reviewed by the Plan Commission or City Council.
- Section 121-171(g)(2) of the Zoning Ordinance in effect prior to 1 January 2015 states that the approved PUD is established by a final development plan consisting of final versions of all statements and graphics presented in the general development plan.
- Building requirements of the R2 District were as follows:
 - Maximum building height: 35ft.
 - Minimum floor area per family:
 - One story: 800sf.
 - Two stories: 1,000sf.

City files include a copy of covenants for the subdivision that include architectural review authority. Article V of the covenants addresses architectural controls. There are no minimum specifications included as to exterior materials, minimum living floor area, minimum or maximum stories. A two car attached garage is required. The first sentence of Article V states that “From and after the completion of construction on any lot,…” This clause means that the initial construction upon a lot is not subject to architectural review. Furthermore, covenants are a private contract established between the owners of the lots within the subdivision and that do not preempt the Zoning Ordinance and are not enforced by the City.

- Lot requirements under the R2 District as follows (and subsequently modified by the PUD as outlined in subsequent paragraphs):
 - Minimum lot width: 70ft.
 - Front setback: 25ft.
 - Side setback: 5ft., minimum total of both side yards 12ft.
 - Rear setback: 20ft.
 - Maximum lot coverage: 40%

The developer has a right to request amendment of the PUD Plat approved by the City on 12 June 2005. The application before the City is specifically to allow one family dwellings on lots previously designated for construction of two family buildings and establish setback requirements for these lots. The recommendation of the Plan Commission and decision of the

City Council is to be based upon the criteria established by Section 121-29.D.1 of the Zoning Ordinance adopted 1 January 2015:

- a. *The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.*
- b. *The proposed action meets the purpose and intent of this [Zoning] Ordinance or, in the case of a map or text amendment; it meets the purpose and intent of the individual zoning district.*
- c. *There is adequate public infrastructure available to serve the proposed action.*
- d. *There is an adequate buffer or transition provided between potentially incompatible zoning districts.*
- e. *The change will be compatible with existing and planned use in the area.*

As an amendment to an approved PUD, the Plan Commission may recommend and the City Council may require such conditions as it deems necessary to reasonably provide for compatibility between the proposed one family dwellings and existing/planned character of the area. Reasonable conditions would be limiting the lots upon which the proposed one family dwellings may be built related to the physical character of the existing/planned uses intended with the PUD final development plan approval.

Proposed Dwellings. The developer has submitted building plans representative of the one family homes intended to be constructed on the vacant twin home lots within Evergreen Valley Third Addition. The one family dwellings are intended to provide for one level living with additional space available with walkout basements (depending on grading plan). Each home will have a two-car attached garage. These homes have the same appeal in terms of floor plan and size as a twin home, but with the independence of a one family home.

Comprehensive Plan. Evergreen Valley is guided by the Comprehensive Plan for low density residential uses. This land use category may include one and two family dwellings as at less than 3.0 dwelling units per acre. The proposed development of approved two family lots with one family dwellings will not change the number of dwelling units. The change to the proposed one family dwellings has appeal for an emerging sector of the housing market and will expand housing choice in New Richmond. The proposed PUD amendment is consistent with the Comprehensive Plan.

Zoning. Section 121-9.B of the Zoning Ordinance preserved certain PUDs upon adoption of the comprehensive update of the Zoning Ordinance on 1 January 2015, including Evergreen Valley Third Addition. The Evergreen Valley Phase 3 PUD plat was approved 13 June 2005. The

Zoning Ordinance designates the site as Z2 District subject to the provisions of the PUD. Both the Evergreen Valley PUD and Z2 District allow for one and two family uses as permitted uses.

Surrounding Uses. The lots within Evergreen Valley Third Addition proposed to be developed with the one family dwellings are largely contiguous to one another. The 16 lots on Sequoia Lane and Cypress Trail have two family uses to the north, two two-family buildings in between, and one family lots to the south. Across Sequoia Lane to the west are two family buildings, and across Cypress Trail to the west are one family lots. There are to be 14 one family homes built on Aspen Court, which is all of the lots except for one two family building at the entrance to the cul-de-sac. The abutting lots to the rear of the lots on Aspen Court are one family homes. The undeveloped parcel east of Lots 167-176, 179, 180, 183-186 is planned and zoned for future industrial uses. The Plan Commission, in consideration of the location of existing developed two family dwellings along Sequoia Lane that would be between the proposed one family dwellings recommends not allowing development of one family dwellings on the lots along Sequoia Lane. The Plan Commission supported the change from the approved two family homes to one family dwellings along Cypress Trail and Aspen Court as compatible with surrounding uses.

Lot Requirements. Table 5 of the Zoning Ordinance establishes minimum lot width requirements of 40 feet for two family uses, and 80 feet for all other uses within the Z2 District. The existing two family lots are a minimum of 50 feet wide and comply with the minimum lot width requirement of the Z2 District. Single family lots would be required under the Z2 District to provide a minimum of 80 feet of width. However, in that these dwellings are intended to function as two family homes essentially pulled apart, allowance of the 50 foot lot width for the one family dwellings may be allowed under the existing Evergreen Valley PUD. Each individual lot will be limited to 40 percent lot coverage in accordance with Table 5 of the Zoning Ordinance.

Setbacks. The table below summarizes the principal building setbacks required by the Evergreen Valley PUD District and Z2 District:

Existing Setbacks Requirements			
	Front	Side	Rear
PUD District	30ft.	10ft.	35ft. ¹
Z2 District	25ft. ²	5ft.	20ft.
1. Decks may encroach to within 25ft. of rear lot line. 2. Secondary front yard setbacks are 20 feet.			

Separating the approved two family homes into one family dwellings requires space between the two structures. The 5 foot side yard setback required in the Z2 District allows for 10 feet of separation between the structures, with five feet remaining to the outside lot line. The proposed one family dwellings would not be closer than 15 feet to any existing one family or two family home providing adequate separation. For consistency along Cypress Trail, it is recommended that the 30 foot front yard setback established by the PUD be maintained. For

the lots on Aspen Court, utilization of the 25 foot front yard setback will provide additional flexibility in siting the one family dwellings on each lot.

Amended Setback Requirements			
	Front	Side	Rear
Lots 167-176	30ft.	5ft.	20ft.
Lots 212-225	25ft. ¹		
1. The secondary front setback for Lot 225 shall be 30 feet.			

Landscaping. The Evergreen Valley PUD predates the landscape requirements established by the Zoning Ordinance adopted on 1 January 2015. However, the developer is proposing to install a minimum one shade tree, three deciduous shrubs, and two evergreen shrubs in the front yard of each lot as would be required by Table 15 of the Zoning Ordinance. The developer is proposing the area between the one family dwellings may be rock given that the east/west orientation of many of the lots will limit sun exposure in this area making grass difficult to maintain. This approach makes sense, but we would recommend that in side yards abutting existing one or two family dwellings that grass be installed. The rear yard will be grass.

Utilities. The proposed change from approved two family homes to one family dwellings will not have any effect on the sewer and water utilities already installed to each lot. The electric utilities were set up with one service to each building and will require some reconfiguration, which will be completed by the City Electric Utility at no cost to the developer.

Grading. The proposed change from approved two family homes to one family dwellings may require some minor adjustment to the grading of each lot to accommodate the stormwater that will drain from between the buildings. These issues can be addressed during construction of each lot, and will be subject to review and approval of the Public Works Director.

Easements. The existing plat does not include drainage and utility easements over the lot line that would have been the common lot line between the two family units of one building. A 10 foot drainage and utility easement must be recorded over these common lot lines (5 feet each side) to allow for drainage between lots and extension of electric utilities. These easements are subject to review and approval of the Public Works Director.

Neighborhood Meeting. The developer hosted a neighborhood meeting at City Hall on 22 August 2017 to provide area residents an opportunity to learn about the proposed changes within the neighborhood and ask questions. City staff was present to address any questions about Zoning Ordinance requirements or the review process. Residents were concerned about the change in the type of structure and architectural requirements, and consistency of the type of structures along Sequoia Lane. City staff provided follow up information regarding the approved PUD and architectural covenants to the extent they existing and apply to the developer.

RECOMMENDATION

The Development Review Committee considered the application at their meeting on 17 August 2017 and recommends approval of the PUD amendment to allow development of one family dwellings within Evergreen Valley Third Addition subject to the conditions outlined under possible actions. The Plan Commission held a public hearing to consider the application at their meeting on 5 September 2017. The developer was present, as were existing residents from Sequoia Lane who spoke against the proposed one family dwellings only along Sequoia Lane. The public hearing was closed and the Plan Commission voted to recommend City Council approval of the application subject to the conditions outlined below.

POSSIBLE ACTIONS

- A. Motion to **approve** a PUD amendment for Evergreen Valley Third Addition allowing development of one family dwellings, subject to the following conditions:
1. Lots 179, 180, 183-186 shall be developed as two family buildings in accordance with the provisions of the PUD approved 13 January 2005.
 2. Lots 167-176 and 212-225 shall only be developed as one family dwellings subject to the conditions established herein.
 3. Lot coverage shall be limited to 40 percent.
 4. Development of one family dwellings upon the Lots 167-176 and 212-225 shall be subject to the following setback requirements:

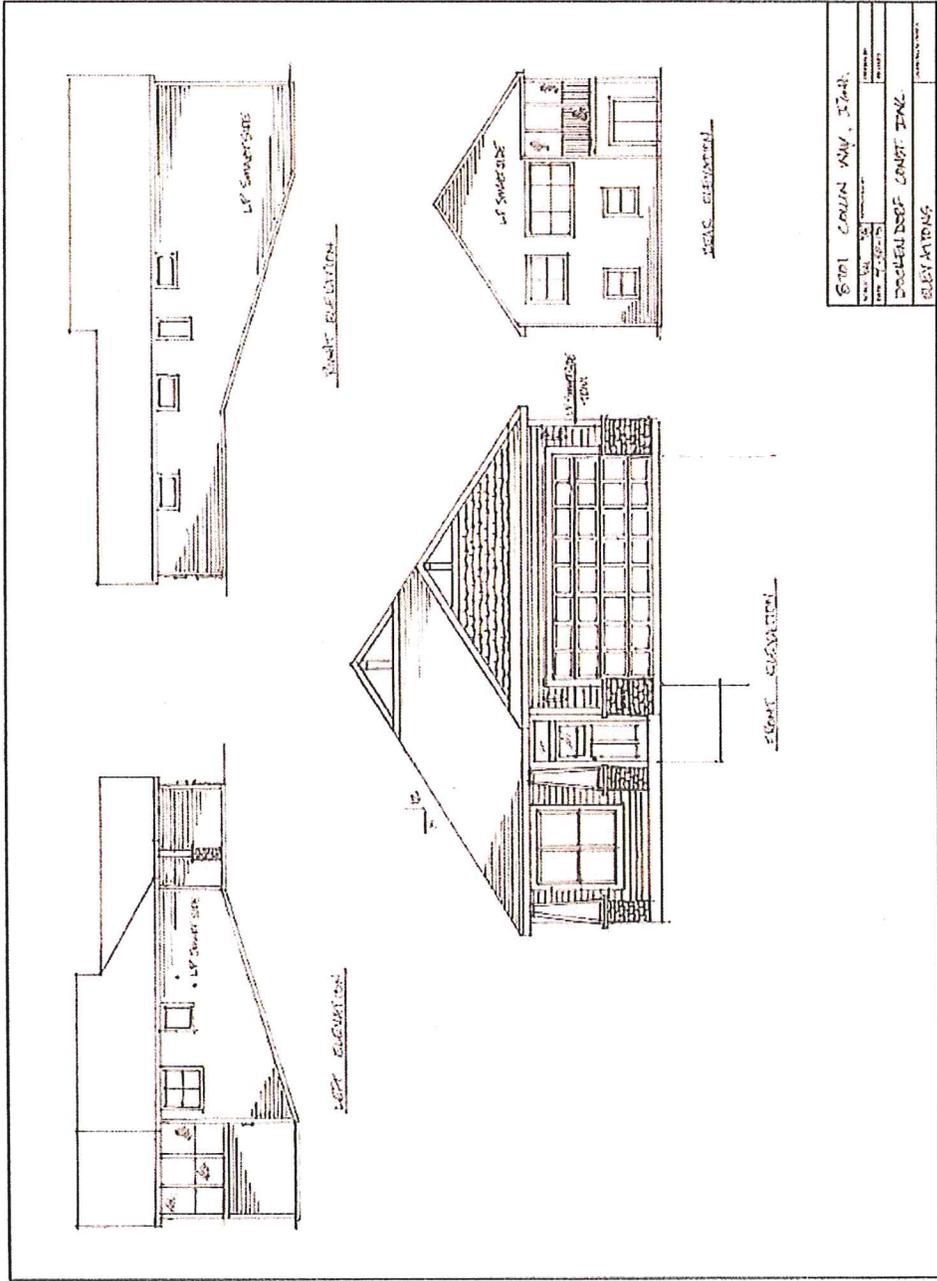
	Front	Side	Rear
Lots 167-176	30ft.	5ft.	20ft.
Lots 212-225	25ft. ¹		
1. The secondary front setback for Lot 225 shall be 30 feet.			

5. Landscaping shall be installed in each front yard in accordance with Table 15 of the Zoning Ordinance. Rear yards and side yards abutting lots not included in the PUD amendment shall provide for turf grass. Side yards interior to the PUD amendment shall provide for turf or rock.
6. All grading, drainage, and erosion control issues shall be subject to review and approval of the Public Works Director.
7. The developer shall prepare a 10 foot wide drainage and utility easement document to be recorded over the common side lot line of the former two family

lots (5 feet each side), subject to review and approval of the Public Works Director.

- B. Motion to **deny the applicaton** based on a finding that the request is not consistent with the Comprehensive Plan, the Evergreen Valley PUD, or the requirements of the Zoning Ordinance.
- C. Motion to **table**.
- c. Mike Darrow, City Administrator
Sarah Skinner, Building Inspector
Jeremiah Wendt, Public Works Director

Dockendorf Plan



**CITY OF NEW RICHMOND
ST. CROIX COUNTY, WISCONSIN**

PLANNED UNIT DEVELOPMENT AMENDMENT

APPLICANT: DLH Consulting LLC

APPLICATION: Request to amend the PUD, Planned Unit Development (PUD) for Evergreen Valley Third Addition to allow one family dwellings on lots approved for construction of two family structures.

FINDINGS: Based upon review of the application and evidence received, the New Richmond Plan Commission now makes the following findings of fact:

- A. The legal description of the property is Lots 167-176, 179, 180, 184-186, and 212-225, 169, 170, 171, 179, 180, 183, 184, 185, 186; 176, 175, 174, Evergreen Valley Third Addition, City of New Richmond, St. Croix County, State of Wisconsin.
- B. The property is guided for low density residential uses by the Comprehensive Plan, as amended.
- C. The property is zoned Planned Unit Development in accordance Section 121-9.B.6 of the Zoning Ordinance with underlying Z2 District zoning as designated on the Zoning Map
- D. The applicant is proposing construction of 30 one family dwellings on lots approved for two family buildings; one and two family dwellings are permitted uses within the Z2 District.
- E. Applications for amendment of a PUD preserved by Section 121-9.B of the Zoning Ordinance are to be processed in accordance Section 121-29 of the Zoning Ordinance and are subject to review by the Development Review Committee and Plan Commission, and approval of the City Council.
- F. The Plan Commission and City Council must take into consideration the possible effects of the amendment with their judgment based upon (but not limited to) the criteria outlined in Section 121-29.D.1 of the Zoning Ordinance:

- a. *The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.*
- b. *The proposed action meets the purpose and intent of this [Zoning] Ordinance or, in the case of a map or text amendment; it meets the purpose and intent of the individual zoning district.*
- c. *There is adequate public infrastructure available to serve the proposed action.*
- d. *There is an adequate buffer or transition provided between potentially incompatible zoning districts.*
- e. *The change will be compatible with existing and planned use in the area.*

- G. The planning reports dated 23 August 2017 and 7 September 2017 prepared by the City Planner, The Planning Company LLC., is incorporated herein.
- H. The Plan Commission opened a public hearing at their regular meeting on 5 September 2017 to consider the application, preceded by published and mailed notice; the Plan Commission reviewed of the application and received evidence; the Plan Commission closed the public hearing recommended by a 6-0 vote that the City Council approve the request based on the aforementioned findings.

DECISION: Based on the foregoing information and applicable ordinances, the request is hereby **APPROVED** and is subject to the following conditions:

- 1. Lots 179, 180, 183-186 shall be developed as two family buildings in accordance with the provisions of the PUD approved 13 January 2005.
- 2. Lots 167-176 and 212-225 shall only be developed as one family dwellings subject to the conditions established herein.
- 3. Lot coverage shall be limited to 40 percent.
- 4. Development of one family dwellings upon the Lots 167-176 and 212-225 shall be subject to the following setback requirements:

	Front	Side	Rear
Lots 167-176	30ft.	5ft.	20ft.
Lots 212-225	25ft. ¹		
1. The secondary front setback for Lot 225 shall be 30 feet.			

- 5. Landscaping shall be installed in each front yard in accordance with Table 15 of the Zoning Ordinance. Rear yards and side yards abutting lots not included in the PUD amendment shall provide for turf grass. Side yards interior to the PUD amendment shall provide for turf or rock.

6. All grading, drainage, and erosion control issues shall be subject to review and approval of the Public Works Director.
7. The developer shall prepare a 10 foot wide drainage and utility easement document to be recorded over the common side lot line of the former two family lots (5 feet each side), subject to review and approval of the Public Works Director.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

ADOPTED by the City Council of the City of New Richmond this ____ day of September, 2017.

CITY OF NEW RICHMOND

By: _____
Fred Horne, Mayor

Attest: _____
Tanya Batchelor, City Clerk



0 200 400 600ft
DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and the user assumes all responsibility of the contents drawn thereon.



9

10

A

W RICHMOND WAY

MADISON AVE

SE - NW

NE - SW

SE - SW

TAMPARACK PL

PONDEROSA LN

SW - NW

SUGAR PINE LN

ASPEN C

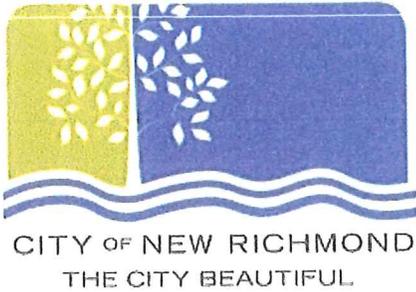
NW - SW

CYPRUS TRL

SW - SW

SE - NE

NE - SE



APPLICATION TO REZONE

City Ordinance Section 121-29
www.newrichmondwi.gov

RECEIVED
AUG - 8 2017

City of New Richmond
156 East First Street ❖ New Richmond, WI 54017
Phone: (715) 246-4268 ❖ Fax: (715) 246-7129

APPLICATION FEE: \$250 ESCROW: \$500

Application fee should be made payable to City of New Richmond upon submittal of completed application. Escrow funds will be drawn to cover project-related costs. Additional funds may be required; surplus funds will be returned.

Please complete the application by typing or printing in ink. Use additional paper if necessary.

1. Property Owner Information:

Company name: DLH Consulting LLC

Last name: Hamilton First name: Debra & John

Address: 7282 Newbury Ct. City/State/Zip: Woodbury, MN 55125

Phone number: 571-222-5893 Email address: dlhconsulting@rocketmail.com

2. Applicant Information: (if different from above)

Company name: _____

Last name: _____ First name: _____

Address: _____ City/State/Zip: _____

Phone number: _____ Email address: _____

3. Address(es) of Property Involved: (if different from above)

Please see attachment

4. Zoning Change Requested: Complete item 5a and/or 5b as appropriate for your application.

a. Zoning Map Change:

Existing Designation(s): Same

Proposed Designation(s): Same
Amendment to RUS District Evergreen Valley -

5. Reason for Zoning Change: In approving a request for rezoning a property or amending the zoning text, one or both of the following circumstances must be evident; indicate which of the following best characterizes the reason that the intended use is not allowed by the existing zoning designation.

A mistake was made when the existing zoning text or map was approved.

Circumstances have changed since the original zoning that now justifies a change.

6. Additional Required Information:

- ✓ a. **Legal Description and PIN:** Provide the Parcel Identification Number(s) and the complete legal description(s) of the property involved. *see attachment*
- N/A b. **Consultant Fees:** Whenever third party consultants are utilized in the preparation of application materials (e.g., a traffic study) or the City's review of an application (e.g., traffic study analysis) the applicant shall be responsible for paying the entirety of those costs.
- ✓ c. **Written Narrative:** The narrative should describe in detail the nature of the intended use, why you believe the use is not permitted by the existing zoning, and how the use would be permitted under the proposed rezoning or zoning text amendment. Narratives should also state whether any additional land use applications (e.g., conditional use Permit or variance) would be necessary to accommodate the intended use in compliance with the requirements of the proposed zoning change. *see attachment.*
- N/A d. **Consultant Fees:** Whenever third party consultants are utilized in the preparation of application materials (e.g., a traffic study) or the City's review of an application (e.g., traffic study analysis), the applicant shall be responsible for paying the entirety of those costs.
- e. **Other Information:** In addition to the written narrative, a full size site plan, topographic survey, landscape plan, grading and drainage plan, exterior building elevation drawings, and other information may also be required if deemed necessary by City Staff. *will provide if necessary.*

7. **Signature(s):** By signing below, you attest that the information above and attached is true and correct to the best of your knowledge.

Property Owner: DJT Consulting LLC (Debra & John Hamilton) Date: 8/7/17

Applicant: DJT Consulting LLC (Debra & John Hamilton) Date: 8/7/17

Fee Paid: \$250 Date: 8/10/17 Receipt # 6544

Escrow Paid: \$500 Date: 8/10/17 Receipt # 6544

Zoning change applications must be received by the first Thursday of each month; applications received after this date cannot be heard at the Planning Commission meeting the following month.



3601 Thurston Avenue N, Suite 100
Anoka, MN 55303
Phone: 763.231.5840
Facsimile: 763.427.0520
TPC@PlanningCo.com

MEMORANDUM

TO: Beth Thompson

FROM: Daniel Licht, AICP

DATE: 29 August 2016

RE: New Richmond – New Richmond Business & Technical Park; CSM

TPC FILE: 164.01

BACKGROUND

The City of New Richmond has prepared a Certified Survey Map (CSM) to provide for subdivision of one lot into two lots within the New Richmond Business and Technical Park. The subject site is located at the southeast corner of West Richmond Way and Madison Avenue. The CSM is subject to review by the Plan Commission and approval of the City Council in accordance with Section 117-20 of the Subdivision Ordinance.

Exhibits:

- A. Site location map
- B. CSM

ANALYSIS

Comprehensive Plan. The Comprehensive Plan guides the subject site for commercial uses. The proposed CSM will provide opportunity for two development sites within the New Richmond Business and Technical Park that are to be more commercial or service oriented businesses that benefit from the visibility along West Richmond Way. The proposed subdivision is consistent with the land use plan designation established by the Comprehensive Plan.

Zoning. The subject site is zoned Z7 District. Table 3 of the Zoning Ordinance allows for a wide range of industrial type uses within the Z7 District as permitted or conditional uses. Both lots proposed as part of the CSM will be suitable for development of uses allowed within the Z7 District.

Surrounding Uses. The subject site is surrounded by the existing and planned land uses shown in the table below.

Direction	Land Use Plan	Zoning Map	Existing Use
North	Commercial	Z3 District	Multi-tenant bldg. Undeveloped
East	Commercial	Z3 District	Undeveloped
South	Industrial	Z7 District	Industrial
West	Industrial	Z7 District	Undeveloped

Lot Requirements. Table 10 of the Zoning Ordinance establishes minimum lot requirements for the Z7 District. There is no minimum lot area required. Each lot must have at least 80 feet of frontage to a public street, which both lots comply with. Lot coverage will be limited to 60 percent of the lot area (unless a regional stormwater plan is approved in this area). Setbacks for each lot are as shown in the table below and each lot has adequate area within the lot to accommodate development in compliance with these setbacks.

Z7 District Setbacks				
	North	East	South	West
Lot 31	25ft.	20ft.	10ft.	30ft.
Lot 32	30ft.	10ft.	20ft.	10ft.

Access. Lot 31 has frontage to West Richmond Way and Madison Avenue, whereas Lot 32 has frontage only to West Richmond Way. West Richmond Way is designated as a collector street by the Transportation Plan to which direct lot access is restricted, and Madison Avenue is a local street that provides property access and traffic circulation. Section 121-52.A.1 of the Zoning Ordinance encourages lot access to be provided via alleys wherever possible. The proposed CSM includes a 66 foot wide access easement along the south line of Lot 31 and Lot 32 to provide access to both lots from Madison Avenue via a shared private driveway. The design of the shared private driveway will be reviewed when the lots are developed but must comply with the provisions of Section 121-52.A of the Zoning Ordinance. An easement document establishing the ownership and maintenance provisions for a shared private driveway should be drafted and recorded with the approval of the CSM, subject to review and approval of the City Attorney.

Stormwater Drainage. Section 117-34 of the Subdivision Ordinance requires a plan for stormwater management within the parcels being subdivided. Stormwater management for the proposed lots is to be handled on a regional basis as part of the Business and Technical Park. Development of each lot within the CSM will be subject to approval of grading, drainage, and erosion control plans by the Public Works Director.

Utilities. There are connections for sewer and water utilities available to serve development of Lot 31 and Lot 32 within the public right-of-way adjacent to the subject site. Plans for connection to sewer, water and extension of electric service will be required at the time each lot is developed. All utility issues are subject to review and approval of the Public Works Director.

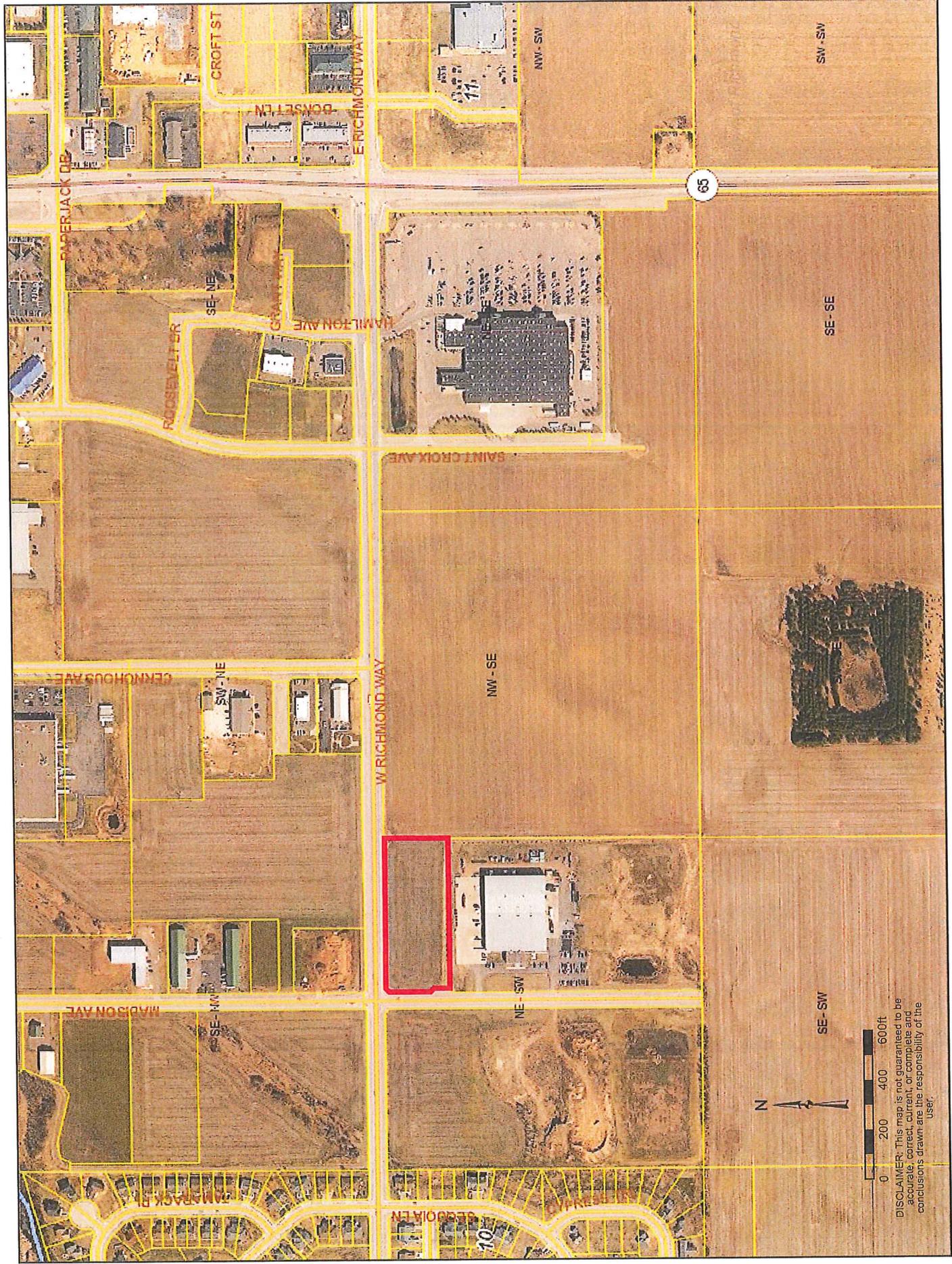
Easements. Easements have been provided at the perimeter of Lot 31 and Lot 32 to provide a minimum 10 foot wide area (five feet each side of the common interior lot line) for utilities and stormwater drainage as required by Section 117-41.C of the Subdivision Ordinance. All easements are subject to review and approval of the Public Works Director.

RECOMMENDATION

The Development Review Committee considered the proposed CSM at their meeting on 17 August 2017. The DRC finds the CSM complies with the requirements of the Zoning Ordinance and Subdivision Ordinance and recommends approval subject to the conditions outlined below.

POSSIBLE MOTIONS

- A. Motion to recommend City Council **approval** of a CSM for the City of New Richmond, subject to the following conditions:
 - 1. An ingress/egress easement providing for shared use and maintenance of a private driveway across Lot 31 and Lot 32 shall be drafted and recorded with the CSM, subject to review and approval of the City Attorney.
- B. Motion to recommend the application be **denied** based on a finding that the request is not consistent with the Comprehensive Plan, Zoning Ordinance and/or Subdivision Ordinance.
- C. Motion to **table** for further discussion.



0 200 400 600ft

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

CERTIFIED SURVEY MAP

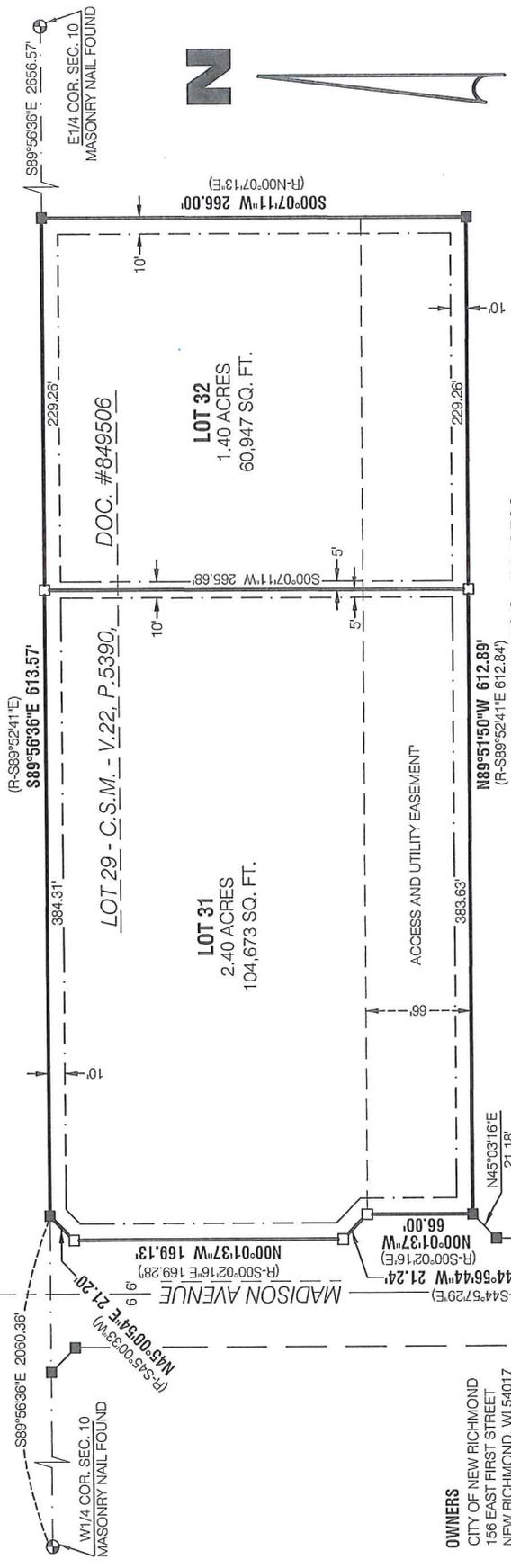
LOCATED IN PART OF THE NE1/4 OF THE SW1/4 OF SECTION 10, T30N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN; BEING LOT 29 OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 22, PAGE 5390, DOCUMENT NUMBER 849506.

- LEGEND**
- ⊕ ST. CROIX COUNTY SECTION CORNER MONUMENTED AS NOTED
 - 3/4" IRON REBAR FOUND
 - 3/4" X 18" IRON REBAR SET WEIGHING 1.50 LBS. PER LINEAR FOOT
 - (R-xxxxxx) PREVIOUSLY RECORDED DATA
 - - - UTILITY EASEMENT (WIDTH AS SHOWN)

LOT 23 - C.S.M. VOL. 26, PG. 6065
DOC. # 1005072

PART OF LOT 19 - C.S.M.
V.23, P.5554, DOC. #880298

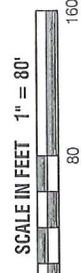
WEST RICHMOND WAY



OWNERS
CITY OF NEW RICHMOND
156 EAST FIRST STREET
NEW RICHMOND, WI 54017

SURVEYOR
EDWIN C FLANUM
NORTHLAND SURVEYING, INC.
P.O. BOX 152
AMERY, WI 54001

THIS INSTRUMENT DRAFTED BY EDWIN FLANUM
JOB #17-68 DWG-CSM3 DATE 8/13/17



BEARINGS ARE REFERENCED TO THE EAST-WEST 1/4 LINE
BEARING $N89^{\circ}56'36''W$, ST. CROIX COUNTY COORDINATE SYSTEM

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NE1/4 OF THE SW1/4 OF SECTION 10, T30N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN; BEING LOT 29 OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 22, PAGE 5390, DOCUMENT NUMBER 849506.

OWNERS

CITY OF NEW RICHMOND
156 EAST FIRST STREET
NEW RICHMOND, WI 54017

SURVEYOR

EDWIN C FLANUM
NORTHLAND SURVEYING, INC.
P.O. BOX 152
AMERY, WI 54001

SURVEYOR'S CERTIFICATE

I, Edwin C. Flanum, Professional Wisconsin Land Surveyor, hereby certify that by the direction of the City of New Richmond, I have surveyed, mapped and described the parcel of land which is represented by this Certified Survey Map; that the exterior boundary of the parcel of land surveyed and mapped is described as follows:

Lot 29 of Certified Survey Map recorded in Volume 22, Page 5390, Document Number 849506 at the St. Croix County Register of Deeds Office. Located in part of the NE1/4 of the SW1/4 of Section 10, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin.

Described parcel contains 3.80 acres (165,620 Sq. Ft.). Parcel is subject to all easements, restrictions, and covenants of record.

I, also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that I have fully complied with the current provisions of Chapter 236.34 of the Wisconsin Statutes, the Land Subdivision Ordinance of the County of St. Croix, and the City of New Richmond Subdivision Ordinance in surveying and mapping same.

Edwin C. Flanum, P.L.S. #2487

Date

Common Council Approval Certificate

Resolved, that this Certified Survey Map in the City of New Richmond, St. Croix County, owner, is hereby approved by the common council.

Date approved: _____ Signed: _____, Frederick Horne, Mayor

Date signed: _____ Signed: _____, Frederick Horne, Mayor

Clerk's Certificate

I hereby certify that the foregoing is a copy of a resolution adopted by the common council of the City of New Richmond.

Tanya Batchelor, Clerk

Date



3601 Thurston Avenue N, Suite 100
Anoka, MN 55303
Phone: 763.231.5840
Facsimile: 763.427.0520
TPC@PlanningCo.com

MEMORANDUM

TO: Beth Thompson

FROM: D. Daniel Licht, AICP

DATE: 17 August 2017

RE: New Richmond – Zoning Ordinance; Curb

TPC FILE: 164.01

BACKGROUND

City staff has initiated discussion of the requirement within Section 121-52.A.5.f of the Zoning Ordinance for installation of 6-inch, concrete curb at the perimeter of all off-street parking areas. This issue has been raised by several builders/developers as part of the requirements for new commercial developments. City staff has also had to address this requirement to an expansion of a parking area for an existing business within the New Richmond Business and Technical Park, where the existing parking area does not have curb and gutter.

A public hearing was held by the Plan Commission on 8 August 2017 for City officials to provide direction as the appropriate policy regarding use of curbing and to consider possible amendments of the Zoning Ordinance. Comments from the public included those of a local builder active within the City that supported certain exemptions from providing high-back concrete curb. The Planning Commission also supported amending the Zoning Ordinance to provide specific exemptions where high-back curb would not be required and directed City staff to provide language to this effect.

Exhibits:

- Draft ordinance amendment

ANALYSIS

Current Requirement. Section 121-52.A.5.F of the Zoning Ordinance reads as follows:

- f. *Curbs. A 6-inch high, poured-in-place concrete curb shall be provided round the periphery of all parking lots and internal access roads, except where [the] Director of Public Works determines that a curb would impede the drainage plan.*

Section 121-55.H of the Zoning Ordinance additionally requires use of internal landscape islands for freestanding parking stalls:

H. Internal parking lot landscaping.

1. *Parking bays over 10 spaces in length shall be subdivided by intermediate landscape islands. Landscape islands shall provide at least one parking space width of landscape area. Double parking bays shall terminate with a planting area of a minimum of a double parking space of landscape area.*
2. *A minimum of one deciduous shade tree or 2 ornamental trees, salt tolerant low shrubs and/or perennial grasses or flowers shall be planted in each island. Where possible, planting islands should be depressed and surrounded by flat ribbon curbs to facilitate storm water infiltration.*

The requirements in the Zoning Ordinance requires use of curb for all off-street parking areas. This requirement would also apply to expansion of an existing parking lot that does not currently have curb. City staff has found the current language allowing an exception to curb for impeding the drainage plan too general as there is almost no circumstance where stormwater drainage cannot be accommodated by the design of the curb for a specific development. Snow removal operations and use of curb for outdoor storage areas has also been cited by developers as problematic from a cost and maintenance standpoint.

City staff has drafted a proposed amendment regarding curb requirements. A 6-inch high back curb would be required at the perimeter of all parking areas and islands would be required at the ends of freestanding parking rows except where approved to allow drainage to stormwater infiltration and treatment basins, along one side of the parking area to allow for snow removal operations and exempting pre-existing parking lots without curb or outdoor sales areas. The exception provision as written would still require installation of ribbon or surmountable curb in these areas to maintain and define the edge of the parking area. The Planning Commission may consider repealing entirely the provision requiring internal landscape islands within the parking area as these are primarily installed for aesthetic and traffic control reasons.

RECOMMENDATION

The Development Review Committee discussed the direction from the Plan Commission and proposed ordinance amendment regarding curb requirements at their meeting on 17 August 2017. DRC recommends approval of an ordinance amending the curb requirements to provide specific exemptions as attached hereto.

POSSIBLE ACTIONS

- A. Motion to recommend City Council **approval** of an Ordinance amending the Zoning Ordinance regarding curb as presented.
- B. Motion to **table**.

ORDINANCE #500

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

Section 1. Section 121-55.A.5.f of the City Code is hereby amended to read as follows:

- f. A 6-inch high, poured-in-place concrete curb shall be provided at the periphery of all parking lots and internal access drives, except ribbon or surmountable curb shall be allowed as provided for below:
 - a. Expansion of an existing parking lot or internal access drives constructed prior to January 1, 2015 without periphery concrete curb.
 - b. Where needed to allow for storm water drainage to basins or structures.
 - c. Where required to allow for internal site circulation of delivery vehicles accessing loading areas.
 - d. On one side of the parking area for snow removal operations.
 - e. Outdoor sales areas as allowed by Section 121-48.A of the Zoning Ordinance shall not require curb as provided for by this Section.

Section 2. Section 121-55.H of the City Code is hereby amended to read as follows:

H. Internal parking lot landscaping.

- 1. Freestanding parking stall rows shall be delineated by landscape islands with high-back, surmountable, or ribbon curb at the end of each row. Landscape islands shall provide at least one parking space width of landscape area.

2. A minimum of one deciduous shade tree or 2 ornamental trees, salt tolerant low shrubs and/or perennial grasses or flowers shall be planted in each island. Where possible, planting islands should be depressed and surrounded by flat ribbon curbs to facilitate storm water infiltration.

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

Passed and approved:
Published and effective:

CITY OF NEW RICHMOND

By: _____
Fred Horne, Mayor

ATTEST: _____
Tanya Batchelor, City Clerk

ECKBERG LAMMERS MEMORANDUM

To: New Richmond City Council
From: Nicholas J. Vivian, City Attorney
Date: September 8, 2017
Re: Johnson Motors – Ford Dealership Development Agreement

The Common Council for the City of New Richmond previously approved an application for a subdivision by Certified Survey Map submitted by Jeffrey R. Moberg and Johnson Motors Real Estate of New Richmond, LLC (collectively, “Developer”).

As a condition of approval, the Common Council required that the Developer enter into a Development Agreement with the City of New Richmond reflecting the approval and the obligations to be undertaken with regard to the installation of public utilities and facilities.

The attached Development Agreement was drafted by my office and reviewed by staff. Comments have not yet been received from the Developer. The Development Agreement requires the Developer to install and pay for the following public improvements:

- A. Cul-de Sac Street
- B. Site grading and ponding
- C. Underground installation of all utilities
- D. Sanitary sewer lines
- E. Water lines
- F. Storm water management improvements
- G. Setting of lot and block monuments
- H. Construction surveying and staking
- I. Traffic control signs

Additionally, the Development Agreement requires the Developer to submit a Letter of Credit in an amount sufficient to cover 125% of the cost of the public improvements to secure the completion of the improvements. The anticipated cost of the public improvements has not yet been submitted by the Developer.

At this time, staff is recommending approval of the draft Development Agreement and is requesting Council approval to authorize the City Administer and City Attorney to complete negotiations with the Developer on the final terms of the Development Agreement., including the cost of the public improvements and the required Letter of Credit.

Please feel free to contact me if you have any questions.

**DEVELOPMENT AGREEMENT
JOHNSON MOTORS – FORD DEALERSHIP
CITY OF NEW RICHMOND**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of September, 2017, by and among the **CITY OF NEW RICHMOND**, a municipal corporation organized under the laws of the State of Wisconsin (“City”), **JEFFREY R. MOBERG** (“Moberg”), and **JOHNSON MOTORS REAL ESTATE OF NEW RICHMOND, LLC**, a Wisconsin limited liability company (“Johnson Motors”) (collectively, Moberg and Johnson Motors are referred to as “Developer”).

RECITALS

WHEREAS, Developer has made application for the development of a 29,000 square foot Ford dealership on 5.24 acres of land located within the City on property legally described on **Exhibit A** attached hereto (“Development”).

WHEREAS, the Development includes application for a subdivision by Certified Survey Map processed in accordance with Section 117-20 of the City Subdivision Ordinance in addition to an application for Conditional Use Permit in accordance with the City’s Zoning Code.

WHEREAS, the Plan Commission recommended and the City Council granted approval of the Certified Survey Map and Conditional Use Permit on the condition that the Developer enter into this Agreement as required by Section 117-24 of the City Subdivision Ordinance stipulating the conditions for the installation of street, water, sewer and other public improvements as well as the development of on-site improvements, all in accordance with the terms and conditions as stated herein.

WHEREAS, the Developer shall develop the Development in conformance with the plans reviewed and approved by the City subject to such changes and modifications as provided in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

AGREEMENT

1. **City Approval.** The City has approved the Certified Survey Map attached as **Exhibit B** for the Development of the following property subject to the terms and conditions of this Agreement:

The property covered by this Agreement is legally described as:

Commencing at the Southwest Corner of said Section 30; thence N 89°49'02"E, along the south line of the Southwest 1/4 of said Section 30, 2791.90 feet to the South 1/4 Corner of said Section 30; thence N 00°42'27"W, along the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 30, 61.07 feet to the Point of Beginning; thence continuing N 00°42'27"W, along the east line of said Southeast 1/4 of the Southwest 1/4, 1257.52 feet to the Northeast Corner of said Southeast 1/4 of the Southwest 1/4; thence S 89°40'14"W, along the north line of said Southeast 1/4 of the Southwest 1/4, 1302.45 feet to the Northeast Corner of Lot 1 of Certified Survey Map in Volume 21, Page 5220; thence S 00°22'54"E, along the east line of said Lot 1 and Lot 2 of Certified Survey Map in Volume 21, Page 5220, 1258.41 feet to the Southeast Corner of said Lot 2 and the north right of way of State Trunk Highway 64; thence N 89°37'34"E, along the north right of way of State Trunk Highway 64, 224.13 feet; thence N 00°34'06"W, along said right of way, 32.00 feet; thence N 89°37'34"E, along said right of way, 845.00 feet; thence S 00°34'06"E, along said right of way, 32.00 feet; thence N 89°37'34"E, along said right of way, 239.00 feet to the Point of Beginning.

The Development consists of one lot, two outlots, and the dedication of public right-of-way. The Development is zoned Z3, Commercial District. The Planning Reports dated June 27, 2017 and June 28, 2017, as issued by the City's Planning consultant, The Planning Company LLC, are incorporated by reference into this Agreement.

2. **Conditions of Development Approval.** The City hereby approves the Development on condition that the Developer 1.) enter into this Agreement in accordance with Wisconsin Statute §236.13, 2.) furnish the security required by it, and 3.) the Development Agreement be recorded with the St. Croix County Register of Deeds within thirty (30) days of execution of the Agreement. The Developer shall cooperate with the City in recording the Agreement and all required additional deeds and documents and providing assurance that the Agreement and all required documents have been properly and timely recorded.

3. **Right to Proceed.** Within the Development, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, storm sewers, water lines, streets, utilities, public or private improvements, or any buildings or structures until all the following conditions have been satisfied: 1.) this Agreement has been fully executed by both parties and filed with the City Clerk, and all conditions contained in the Agreement have been met, 2.) the necessary security has been received by the City, 3.) this Agreement has been recorded with the St. Croix County Register of Deeds, and 4.) the Developer has designated a project manager for the Development, and 5.) the Developer has initiated and attended a pre-construction meeting with the Director of Public Works; or until such time as approval to commence earlier construction is specifically approved by the City, and Developer has fully complied with all conditions set forth by City staff.

4. **Development Plans.** The Development shall be developed in accordance with the plans on file at the office of the City Clerk, the standards adopted by the New Richmond City Council and the conditions stated below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans include:

- Plan A Existing Conditions, Overall Site Plan, Site Plan, Plan and Profile for Johnson Motors prepared by River Valley Architects, Inc. and Derrick Building Solutions as finally approved by the Director of Public Works and City Planner dated June 23, 2017.
- Plan B Site Plan, Erosion & Sediment Control and Grading and Drainage Plan for Johnson Motors prepared by Warren White PE and as finally approved by the Director of Public Works and City Planner dated June 14, 2017.

5. **Public Improvements.** The Developer shall install and pay for the following public improvements:

- A. Cul-de Sac Street
- B. Site grading and ponding
- C. Underground installation of all utilities
- D. Sanitary sewer lines
- E. Water lines
- F. Storm water management improvements
- G. Setting of lot and block monuments
- H. Construction surveying and staking
- I. Traffic control signs

Improvements shall be installed in accordance with City standards, Sections 117-23 through 117-25 of the City Code, and the above-referenced plans that have been furnished to the City and first approved by the Director of Public Works and City Planner. The Developer shall obtain all necessary permits before proceeding with construction. The City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work. The City may, when reasonably required to do so, and at the Developer's expense, have one (1) or more City inspectors and a qualified engineer inspect the work. Within thirty (30) days after the completion of the improvements and before all retained security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" and an electronic file of the "as constructed" plans in AutoCAD.DWG file or a .DXF file, all prepared in accordance with City standards. Before the security for the completion of utilities is fully released, iron monuments shall be installed in accordance with Wisconsin law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments are installed following site grading, utility and street construction.

6. **Contractors/Subcontractors.** City Council members, City employees, and City Plan Commission members, and corporations, partnerships and other entities in which such individuals have greater than a twenty five percent (25%) ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 5.

7. **Permits.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits from the City of New Richmond, County of St. Croix and the State of Wisconsin.

8. **Dewatering.** Due to the variable nature of groundwater levels and stormwater flows, it will be the Developers and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with

all applicable County, State, and Federal rules and regulations. DNR regulations regarding appropriations permits shall be strictly followed.

9. **Time of Performance.** The Developer shall install all listed improvements by December 31, 2018. The Developer may request an extension of time from the City to be submitted in writing to the City Clerk, for which said extension shall be conditioned upon updating the security posted by Developer to reflect cost increases and the extended completion date. Final wear course placement outside of the above time frame must have the written approval of the Director of Public Works. The City may impose additional conditions on the extension necessary to ensure performance.

10. **Right of Entry.** The Developer hereby grants to the City, its agents, employees, officers and contractors an irrevocable right of entry to enter the Development to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of improvements by Developer or the City, or to make any necessary corrective actions necessary by the City. Except in emergency situations, as defined by the City, the City shall give the developer fifteen (15) business days' notice stating the deficiencies and necessary corrections prior to making any corrective action. Said right of entry shall continue until the City finally accepts the improvements and any applicable warranty period has expired.

11. **Erosion Control.** Prior to initiating site grading, and before any utility construction is commenced or further building permits are issued, the Erosion Control Plan, shall be implemented by the Developer and inspected and approved by the City. If the Director of Public Works determines that it would be unreasonable to require full implementation of the erosion control plan prior to utility construction or issuance of certain building permits, he shall state in writing what construction can take place and what particular building permits can be issued prior to full implementation. The City may impose additional erosion control requirements if, in the opinion of the Director of Public Works, they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. If the Developer does not comply with the erosion control plan and schedule or any supplementary instructions, the City may, with reasonable notice, take action as it deems appropriate.

12. **Grading Plan.** Grading shall be in accordance with the approved Grading Plan. The plan shall conform to City specifications and the City Code. Ponds, swales, and ditches shall be constructed on public easements or land owned by the City. Within thirty (30) days after completion of grading and before any retained security is fully released, the Developer shall provide the City with an "as built" grading plan including certification by a registered land surveyor or qualified engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. "As built" plans shall include field verified elevations of the following:

- A. Cross sections of ponds
- B. Location and elevations of swales and ditches
- C. Lot corners and house pads

Occupancy permits shall not be issued by the Building Official until the grading and drainage plan is certified as set forth above.

14. **Landscaping.** The Developer shall comply with the provisions of the City Code regarding Landscaping. The landscaping plan shall be followed except as modified in any conditions of approval. The Developer, its assigns or successors, will provide all trees, grass, seed and sod within the Development and shall maintain said plantings and warrant them to remain alive, of good quality and disease free for two winter seasons between October 31 and April 30 in accordance with Section 121-55.I.2 of the Zoning Ordinance. Any replacement shall be warranted for twelve (12) months from the time of planting.

15. **Clean Up.** The Developer shall promptly clean any and all dirt and debris from streets and construction sites in accordance with the City Code resulting from construction work by the Developer, its agents or assigns.

16. **Ownership of Improvements.** Upon acceptance by the City Council of the work and construction required by this Agreement, improvements lying within public easements and public right-of-way shall become City property without further notice or action.

17. **Streets.** The Developer agrees to maintain the streets in this Development until the base course bituminous surfacing has been accepted by the City. Should the City be required to grade the street prior to paving, the cost of such grading shall be paid by the Developer and drawn from the Developer's letter of credit. Should snow plowing be necessary prior to street paving, the Developer shall be responsible for such plowing as may be required by the Streets Supervisor. If, upon the Developer's request, the City agrees to plow the street prior to acceptance, such work will be done upon agreement that the Developer will hold harmless and indemnify the City from any and all liability claims related to such work and pay all costs associated with that work. Any plowing undertaken by the City will constitute no acceptance or evidence of acceptance of the street(s) in question. Upon final completion of streets and acceptance by the City as a City street rather than a private drive, the Developer shall guarantee to the City for a period of one (1) year that the streets have been constructed to City standards. The warranty period shall not commence until such time as street construction is completed and the streets are accepted as City streets by the City. The one (1) year warranty set forth above commences upon the date on which the City accepts the streets by resolution.

18. **Sidewalks.** Sidewalks shall not be required within the Development.

19. **Sewage Treatment.** No occupancy permit for any building within the Development will be issued by the City unless the Building Official has inspected both the sewer and water connections to the building and has certified that they have been constructed satisfactorily in accordance with City specifications and the City Code.

20. **Easements.** The City Code requires certain drainage and utility easements be provided at the perimeter of each lot. Developer shall dedicate the drainage and utility easements as identified on the Certified Survey Map.

21. **Sewer Connection Fees.** Sewer connection fees are paid at the time of issuance of a building permit for each two family building.

22. **Water Connection Fees.** Water connection fees are paid at the time of issuance of a building permit for each two family building.

23. **Park and Trail Dedication.** Prior to the issuance of each building permit within the Development, Developer shall pay an impact fee in accordance with the City's Impact Fee Schedule in effect at the time of the submission of the building permit application, in lieu of land donation in satisfaction of Section 117-44 E. of the Subdivision Ordinance. Further, Outlot 1 on the Certified Survey Map shall be deeded or dedicated to the City and shall be accepted by the City upon the completion of the proposed drainage basin as reflected on Developer's Grading and Drainage Plan.

24. **Security for Completion of Public Improvements.** To ensure compliance with the terms of this Agreement, and construction of all public improvements, the Developer shall furnish the City with a cash escrow or Irrevocable Standby Letter of Credit with automatic renewal provisions in the amount of 125% of the estimated cost of the public improvements. Developer has submitted a total bid of \$_____ for the completion of the public improvements. Developer's bid is attached as **Exhibit C**. Accordingly, Developer shall submit an Irrevocable Standby Letter of Credit in favor of the City in the form attached as **Exhibit D** in an amount of not less than \$_____.

The Irrevocable Letter of Credit shall be issued by a banking institution in good standing as determined by the City and approved by the City Administrator. The City shall have the ability to draw on the security at a bank or branch bank located within fifty (50) miles of the City Hall. The security shall be for a term ending December 31, 2018 and shall contain an automatic renewal provision. The City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of the Developer to inform the City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the project relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), the Developer shall immediately provide the City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw down the security. If the security is drawn down the proceeds shall be used to cure any default.

Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval, the security may be reduced from time to time down to \$50,000, the amount of warranty security.

Notwithstanding the posting of that warranty security, the security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to the City satisfied (which includes posting of warranty security), and the required "as built" plans have been received by the City. The intent of this Agreement is that the City shall have access to sufficient security, either security or warranty security, to complete the project and insure warranty on all public improvements at all times.

This security amount shall be submitted to the City prior to execution of the Agreement. All administrative and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be paid to the City prior to execution of this Agreement.

The security for this Agreement shall be an Irrevocable Standby Letter of Credit with automatic renewal provisions conforming to the requirements of this Paragraph or cash in the amount of \$_____.

25. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The amount of posted warranty security for public improvements to be posted by the Developer shall be in the amount of \$50,000. The amount has been determined by the Director of Public Works and is based upon the costs of the raw materials and labor which would be necessary to correct the most common deficiencies in such public improvements.

26. **Claims.** The Developer shall pay any subcontractor within ten (10) days of the Developer's receipt of payment by the City for undisputed services provided by the subcontractor. In the event that the City receives claims from labor, materialmen, or others that perform work required by this Agreement, and the sums due them have not been paid, and the laborers, materialmen or others are seeking payment from the City, the Developer hereby authorizes the City to commence an interpleader action pursuant to Wisconsin law, to draw upon the letters of credit in an amount up to one hundred twenty-five percent (125%) of the claim(s) and deposit the funds in compliance with Wisconsin law, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the Circuit Court, except that the Court shall retain jurisdiction to determine attorney fees pursuant to this Agreement. In the event that the Developer desires to make a cash deposit instead of drawing down the letter of credit if a claim is made as stated above, they shall immediately notify the City of this intent at the time the claim is made and shall deliver one hundred twenty-five percent (125%) of the claim to the City within ten (10) days of such notice in the form of cash or certified check.

27. **Restrictions.** The following restrictions apply to the property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Development and insuring that all conditions imposed by the City in this Agreement are properly recorded against the property. Said conditions shall run with the real property and be binding on all parties having a right, title or interest in the Development or any part thereof, their heirs, executors, representatives, successors and assigns: None.

28. **Responsibility for Costs.**

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Development, including, but not limited to, legal, planning, engineering, and inspection expenses incurred in connection with development of said Development, the preparation of this Agreement, and all costs and expenses

incurred by the City in monitoring and inspecting development of the Development.

- B. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the Development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering fees, attorney's fees, and costs and disbursements.
- D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all Development work and construction, including but not limited to the issuance of building permits for lots which the Developers may or may not have sold, until all bills are paid in full. Claims not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

29. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the City may then draw down the security established in Paragraph 24 to pay for any work undertaken, provided the Developer is first given notice of the work in default, not less than seven (7) days in advance. This notice provision does not apply if the work performed by the City or its contractors is of an emergency nature, as determined at the sole discretion of the city. Should such emergency work be required the City will make all reasonable efforts to notify the Developer as soon as possible. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part pursuant to any applicable statutes or ordinances.

30. **Miscellaneous.**

- A. The Developer represents to the City that the Development complies with all City, County, State, and Federal laws and regulations, including but not limited to, Subdivision Ordinances, Zoning Ordinances, and environmental regulations except where specifically excluded by this agreement. If the City determines that the Development does not comply, the City may, at its option, refuse to allow construction or development work in the Development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Agreement.

- C. Breach of any of the terms of this Agreement by the Developer shall be grounds for denial or revocation of building permits.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If building permits are issued by the City prior to the completion and acceptance of public improvements, the Developer shall assume all liability for the costs resulting in any delay in completion of public improvements and damage to any public improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface, unless a specific exception is approved by the City.
- F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- G. This Agreement shall run with the land, shall be recorded against the title to the property and all properties therein established by the Certified Survey Map, and shall be binding on all parties having any right, title or interests in the land and their heirs, successors, and assigns.
- H. The Developer shall take out and maintain until one (1) year after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and any claims for property damage which may arise out of the Developer's work or the work of their subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall be not less than \$200,000.00 for each occurrence. The City shall be named as an additional named insured on said policy, and the Developer shall file a copy of the insurance coverage with the City prior to the City issuing further building permits.
- I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a

waiver of the right to exercise at any time thereafter any other right, power or remedy.

- J. The Developer shall pay for all local costs related to drainage improvements required to complete the construction according to the plans and conditions that are a part of this Agreement.
- K. Should Development proceed at a pace slower than anticipated, and for that reason, specific terms of this agreement become onerous or unduly burdensome to the Developers, upon his/her application, the City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
- L. The Developer shall be responsible for all on site drainage as well as for any affects that their actions may have on adjoining properties.
- M. Within 120 days of the date of this Agreement, Outlot 1, as depicted on the Certified Survey Map, shall be deeded to the homeowners association for the Development to ensure upkeep and maintenance.

31. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, their employees or agents, or mailed to the Developer by registered mail at the following address: 620 Deere Drive, New Richmond, Wisconsin 54017. Notice to the City shall be in writing and shall be either hand delivered to the City Clerk at the following address: City of New Richmond, City Hall, 156 East first Street, New Richmond, Wisconsin 54017, Attention: City Clerk.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

CITY :

**CITY OF NEW RICHMOND,
WISCONSIN**

By: Fred Horne
Its: Mayor

By: Tanya Batchelor
Its: City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

The foregoing instrument was acknowledged before me this ____ day of September, 2017, by Fred Horne, Mayor and by Tanya Batchelor, City Clerk, of the City of New Richmond, a Wisconsin municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

DEVELOPER :

JOHNSON MOTORS REAL ESTATE OF NEW RICHMOND, LLC,
a Wisconsin limited liability company.

By:
Its:

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

The foregoing instrument was acknowledged before me this ____ day of September, 2017, by _____, the _____ of Johnson Motors Real Estate of New Richmond, a Wisconsin limited liability company, with authority and on behalf of the company.

Notary Public

JEFFREY R. MOBERG, INDIVIDUALLY

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

The foregoing instrument was acknowledged before me this ____ day of September, 2017,
by Jeffrey R. Moberg, Individually, with authority and on behalf of himself.

Notary Public

DRAFTED BY:
Nicholas J. Vivian
ECKBERG LAMMERS, P.C.
430 Second Street
Hudson, Wisconsin 54016

EXHIBIT A
LEGAL DESCRIPTION / CERTIFIED SURVEY MAP

Commencing at the Southwest Corner of said Section 30; thence N.89°40'02"E, along the south line of the Southwest 1/4 of said Section 30, 2791.90 feet to the South 1/4 Corner of said Section 30; thence N.00°42'27"W., along the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 30, 61.07 feet to the **Point of Beginning**; thence continuing N.00°42'27"W., along the east line of said Southeast 1/4 of the Southwest 1/4, 1257.52 feet to the Northeast Corner of said Southeast 1/4 of the Southwest 1/4; thence S.89°40'14"W., along the north line of said Southeast 1/4 of the Southwest 1/4, 1302.85 feet to the Northeast Corner of Lot 1 of Certified Survey Map in Volume 21, Page 5220; thence S.00°27'54"E., along the east line of said Lot 1 and Lot 2 of Certified Survey Map in Volume 21, Page 5220, 1258.51 feet to the Southeast Corner of said Lot 2 and the north right of way of State Trunk Highway 64; thence N.89°37'34"E., along the north right of way of State Trunk Highway 64, 224.13 feet; thence N.00°34'06"W., along said right of way, 32.00 feet; thence N.89°37'34"E., along said right of way, 845.00 feet; thence S.00°34'06"E., along said right of way, 32.00 feet; thence N.89°37'34"E., along said right of way, 239.04 feet to the **Point of Beginning**.

**EXHIBIT C
DEVELOPERS BID FOR PUBLIC IMPROVEMENTS**

SEE ATTACHED.

**EXHIBIT D
FORM LETTER OF CREDIT**

IRREVOCABLE UNCONDITIONAL STANDBY LETTER OF CREDIT

(Richmond Prairie Condos Phase 3 – Completion of Public Improvements)

Beneficiary - City of New Richmond, Wisconsin Letter of Credit No. _____
 156 East First Street
 New Richmond, WI 54017 Date:

Ladies and Gentlemen:

For the account of _____, we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of _____ (\$_____ .00).

This Irrevocable Unconditional Standby Letter of Credit (“Letter of Credit”) is irrevocable, unconditional and transferable. This Letter of Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

Drafts drawn under this Letter of Credit must specify the number of this Letter of Credit and be presented at the office identified below not later than _____, which shall automatically be extended and renewed for successive one year periods unless the undersigned issuer shall give written notice to the Beneficiary ninety (90) days prior to the then effective expiration date of this Letter of Credit of issuer’s decision not to extend or renew the expiration date. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word “original.” If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other electronic method of authentication.

The Letter of Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Letter of Credit is referred to or which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored at _____.

Yours very truly,

BANK

By:

Its:

ECKBERG LAMMERS MEMORANDUM

To: New Richmond City Council
From: Nicholas J. Vivian, City Attorney
Date: September 8, 2017
Re: Richmond Prairie Condos – Phase 3 Development Agreement

The Common Council for the City of New Richmond previously approved a Conditional Use Permit and Certified Survey Map for the development of eighteen (18) twin homes (36 dwelling units) known as Richmond Prairie Condos Phase 3.

As a condition of approval, the Common Council required that the Developer, DCCI Land Planners, Inc. enter into a Development Agreement with the City of New Richmond reflecting the approval and the obligations to be undertaken with regard to the installation of public utilities and facilities.

The attached Development Agreement was drafted by my office, reviewed by staff and approved by the Developer. It requires the Developer to install and pay for the following public improvements:

- A. Cul-de Sac Street
- B. Site grading and ponding
- C. Underground installation of all utilities
- D. Sanitary sewer lines
- E. Water lines
- F. Storm water management improvements
- G. Setting of lot and block monuments
- H. Construction surveying and staking
- I. Traffic control signs

Additionally, the Development Agreement requires the Developer to submit a Letter of Credit in the amount of \$527,818.74 to secure the completion of the public improvements. Based upon the agreement of staff and the Developer, approval of the Development Agreement is recommended.

Please feel free to contact me if you have any questions.

**DEVELOPMENT AGREEMENT
RICHMOND PRAIRIE CONDOS - PHASE 3
CITY OF NEW RICHMOND**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of August, 2017, by and among the **CITY OF NEW RICHMOND**, a municipal corporation organized under the laws of the State of Wisconsin (“City”) and **DCCI LAND PLANNERS, INC.**, a domestic corporation under the laws of the State of Wisconsin (“Developer”).

RECITALS

WHEREAS, Developer has made application for a Conditional Use Permit and Certified Survey Map for the development of eighteen (18) twin homes (36 dwelling units) as Richmond Prairie Condos Phase 3 on property legally described on **Exhibit A** attached hereto (“Development”).

WHEREAS, Phase 1 and Phase 2 of the Richmond Prairie development was initially platted and developed under a Planned Unit Development (PUD) District.

WHEREAS, the Development was not included in the Richmond Prairie plat or PUD District under the Zoning Ordinance adopted January 1, 2015.

WHEREAS, the City Council has granted approval of the Conditional Use Permit and Certified Survey Map on the condition that the Developer enter into this Agreement as required by Section 117-24 of the City Subdivision stipulating the conditions for the installation of street, water, sewer and other public improvements as well as the development of on-site improvements, all in accordance with the terms and conditions as stated herein.

WHEREAS, the Developer shall develop the Development in conformance with the plans reviewed and approved by the City subject to such changes and modifications as provided in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

AGREEMENT

1. **City Approval.** The City has approved the Certified Survey Map attached as **Exhibit B** and a Conditional Use Permit for the Development of the following property subject to the terms and conditions of this Agreement:

The lots covered by this Agreement are legally described as Lot 1, Lot 2, and Outlot 1 of Certified Survey Map No. _____, located in part of the

NW1/4 of the SE1/4 of Section 3, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin.

The Development consists of two lots, one outlot, and the dedication of public right-of-way. The Development is zoned Z2, Sub-Urban District. Twin homes are a permitted use in the Z2 District subject to the issuance of a building permit in accordance with Table 3 of the Zoning Ordinance. The lots to be developed with the twin homes are to be subdivided by condominium plat to allow for individual ownership of the dwelling units. Section 121-49.B of the City's Zoning Ordinance requires that multiple principal buildings on one lot are to be allowed by approval of a conditional use permit.

The Planning Report dated July 13, 2017, as issued by the City's Planning consultant, The Planning Company LLC, is incorporated by reference into this Agreement.

2. **Conditions of Development Approval.** The City hereby approves the Development on condition that the Developer 1.) enter into this Agreement in accordance with Wisconsin Statute §236.13, 2.) furnish the security required by it, and 3.) the Development Agreement be recorded with the St. Croix County Register of Deeds within thirty (30) days of execution of the Agreement. The Developer shall cooperate with the City in recording the Agreement and all required additional deeds and documents and providing assurance that the Agreement and all required documents have been properly and timely recorded.

3. **Right to Proceed.** Within the Development, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, storm sewers, water lines, streets, utilities, public or private improvements, or any buildings or structures until all the following conditions have been satisfied: 1.) this Agreement has been fully executed by both parties and filed with the City Clerk, and all conditions contained in the Agreement have been met, 2.) the necessary security has been received by the City, 3.) this Agreement has been recorded with the St. Croix County Register of Deeds, and 4.) the Developer has designated a project manager for the Development, and 5.) the Developer has initiated and attended a pre-construction meeting with the Director of Public Works; or until such time as approval to commence earlier construction is specifically approved by the City, and Developer has fully complied with all conditions set forth by City staff.

4. **Development Plans.** The Development shall be developed in accordance with the plans on file at the office of the City Clerk, the standards adopted by the New Richmond City Council and the conditions stated below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans include:

- | | |
|--------|--|
| Plan A | Existing Conditions, Overall Site Plan, Site Plan, Plan and Profile for RICHMOND PRAIRIE CONDOS – PHASE 3 prepared by Auth Consulting as finally approved by the Director of Public Works and City Planner dated July 6, 2017. |
| Plan B | Grading Plan, Storm Water Drainage Plan, and Erosion Control Plan for RICHMOND PRAIRIE CONDOS – PHASE 3 prepared by Auth Consulting |

and as finally approved by the Director of Public Works and City Planner dated July 6, 2017.

- Plan C Construction Plans, Building Elevations and Floor Plans for RICHMOND PRAIRIE CONDOS – PHASE 3 prepared by Auth Consulting and as finally approved by the Director of Public Works and City Planner dated July 6, 2017.
- Plan D Utility Plan for RICHMOND PRAIRIE CONDOS – PHASE 3 as prepared by Auth Consulting and as finally approved by the Director of Public Works and City Planner dated July 6, 2017.
- Plan E Landscape Plan for RICHMOND PRAIRIE CONDOS – PHASE 3 as prepared by Auth Consulting and as finally approved by the Director of Public Works and City Planner dated July 6, 2017.

5. **Public Improvements.** The Developer shall install and pay for the following public improvements:

- A. Cul-de Sac Street
- B. Site grading and ponding
- C. Underground installation of all utilities
- D. Sanitary sewer lines
- E. Water lines
- F. Storm water management improvements
- G. Setting of lot and block monuments
- H. Construction surveying and staking
- I. Traffic control signs

Improvements shall be installed in accordance with City standards, Sections 117-23 through 117-25 of the City Code, and the above-referenced plans that have been furnished to the City and first approved by the Director of Public Works and City Planner. The Developer shall obtain all necessary permits before proceeding with construction. The City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work. The City may, when reasonably required to do so, and at the Developer's expense, have one (1) or more City inspectors and a qualified engineer inspect the work. Within thirty (30) days after the completion of the improvements and before all retained security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" and an electronic file of the "as constructed" plans in AutoCAD.DWG file or a .DXF file, all prepared in accordance with City standards. Before the security for the completion of utilities is fully released, iron monuments shall be installed in accordance with Wisconsin law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments are installed following site grading, utility and street construction.

6. **Contractors/Subcontractors.** City Council members, City employees, and City Plan Commission members, and corporations, partnerships and other entities in which such

individuals have greater than a twenty five percent (25%) ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public improvements identified in Paragraph 5.

7. **Permits.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits from the City of New Richmond, County of St. Croix and the State of Wisconsin.

8. **Dewatering.** Due to the variable nature of groundwater levels and stormwater flows, it will be the Developers and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable County, State, and Federal rules and regulations. DNR regulations regarding appropriations permits shall be strictly followed.

9. **Time of Performance.** The Developer shall install all listed improvements by December 31, 2018. The Developer may request an extension of time from the City to be submitted in writing to the City Clerk, for which said extension shall be conditioned upon updating the security posted by Developer to reflect cost increases and the extended completion date. Final wear course placement outside of the above time frame must have the written approval of the Director of Public Works. The City may impose additional conditions on the extension necessary to ensure performance.

10. **Right of Entry.** The Developer hereby grants to the City, its agents, employees, officers and contractors an irrevocable right of entry to enter the Development to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of improvements by Developer or the City, or to make any necessary corrective actions necessary by the City. Except in emergency situations, as defined by the City, the City shall give the developer fifteen (15) business days' notice stating the deficiencies and necessary corrections prior to making any corrective action. Said right of entry shall continue until the City finally accepts the improvements and any applicable warranty period has expired.

11. **Erosion Control.** Prior to initiating site grading, and before any utility construction is commenced or further building permits are issued, the Erosion Control Plan, shall be implemented by the Developer and inspected and approved by the City. If the Director of Public Works determines that it would be unreasonable to require full implementation of the erosion control plan prior to utility construction or issuance of certain building permits, he shall state in writing what construction can take place and what particular building permits can be issued prior to full implementation. The City may impose additional erosion control requirements if, in the opinion of the Director of Public Works, they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. If the Developer does not comply with the erosion control plan and schedule or any supplementary instructions, the City may, with reasonable notice, take action as it deems appropriate.

12. **Grading Plan.** Grading shall be in accordance with the approved Grading Plan. The plan shall conform to City specifications and the City Code. Ponds, swales, and ditches shall be

constructed on public easements or land owned by the City. Within thirty (30) days after completion of grading and before any retained security is fully released, the Developer shall provide the City with an “as built” grading plan including certification by a registered land surveyor or qualified engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. “As built” plans shall include field verified elevations of the following:

- A. Cross sections of ponds
- B. Location and elevations of swales and ditches
- C. Lot corners and house pads

Occupancy permits shall not be issued by the Building Official until the grading and drainage plan is certified as set forth above.

14. **Landscaping.** The Developer shall comply with the provisions of the City Code regarding Landscaping. The landscaping plan shall be followed except as modified in any conditions of approval. The Developer, its assigns or successors, will provide all trees, grass, seed and sod within the Development and shall maintain said plantings and warrant them to remain alive, of good quality and disease free for two winter seasons between October 31 and April 30 in accordance with Section 121-55.I.2 of the Zoning Ordinance. Any replacement shall be warranted for twelve (12) months from the time of planting.

15. **Clean Up.** The Developer shall promptly clean any and all dirt and debris from streets and construction sites in accordance with the City Code resulting from construction work by the Developer, its agents or assigns.

16. **Ownership of Improvements.** Upon acceptance by the City Council of the work and construction required by this Agreement, improvements lying within public easements and public right-of-way shall become City property without further notice or action.

17. **Streets.** The Developer agrees to maintain the streets in this Development until the base course bituminous surfacing has been accepted by the City. Should the City be required to grade the street prior to paving, the cost of such grading shall be paid by the Developer and drawn from the Developer’s letter of credit. Should snow plowing be necessary prior to street paving, the Developer shall be responsible for such plowing as may be required by the Streets Supervisor. If, upon the Developer’s request, the City agrees to plow the street prior to acceptance, such work will be done upon agreement that the Developer will hold harmless and indemnify the City from any and all liability claims related to such work and pay all costs associated with that work. Any plowing undertaken by the City will constitute no acceptance or evidence of acceptance of the street(s) in question. Upon final completion of streets and acceptance by the City as a City street rather than a private drive, the Developer shall guarantee to the City for a period of one (1) year that the streets have been constructed to City standards. The warranty period shall not commence until such time as street construction is completed and the streets are accepted as City streets by the City. The one (1) year warranty set forth above commences upon the date on which the City accepts the streets by resolution.

18. **Sidewalks.** Sidewalks shall not be required within the Development.

19. **Sewage Treatment.** No occupancy permit for any building within the Development will be issued by the City unless the Building Official has inspected both the sewer and water connections to the building and has certified that they have been constructed satisfactorily in accordance with City specifications and the City Code.

20. **Easements.** The City Code requires certain drainage and utility easements be provided at the perimeter of each lot. Developer shall dedicate the drainage and utility easements as identified on the Certified Survey Map.

21. **Sewer Connection Fees.** Sewer connection fees are paid at the time of issuance of a building permit for each two family building.

22. **Water Connection Fees.** Water connection fees are paid at the time of issuance of a building permit for each two family building.

23. **Park and Trail Dedication.** Prior to the issuance of each building permit within the Development, Developer shall pay an impact fee in accordance with the City's Impact Fee Schedule in effect at the time of the submission of the building permit application, in lieu of land donation in satisfaction of Section 117-44 E. of the Subdivision Ordinance.

24. **Security for Completion of Public Improvements.** To ensure compliance with the terms of this Agreement, and construction of all public improvements, the Developer shall furnish the City with a cash escrow or Irrevocable Standby Letter of Credit with automatic renewal provisions in the amount of 125% of the estimated cost of the public improvements. Developer has submitted a total bid of \$422,254.99 for the completion of the public improvements. Developer's bid is attached as **Exhibit C**. Accordingly, Developer shall submit an Irrevocable Standby Letter of Credit in favor of the City in the form attached as **Exhibit D** in an amount of not less than \$527,818.74.

The Irrevocable Letter of Credit shall be issued by a banking institution in good standing as determined by the City and approved by the City Administrator. The City shall have the ability to draw on the security at a bank or branch bank located within fifty (50) miles of the City Hall. The security shall be for a term ending December 31, 2018 and shall contain an automatic renewal provision. The City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of the Developer to inform the City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the project relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), the Developer shall immediately provide the City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw down the security. If the security is drawn down the proceeds shall be used to cure any default.

Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval, the security may be reduced from time to time down to \$50,000, the amount of warranty security.

Notwithstanding the posting of that warranty security, the security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to the City satisfied (which includes posting of warranty security), and the required "as built" plans have been received by the City. The intent of this Agreement is that the City shall have access to sufficient security, either security or warranty security, to complete the project and insure warranty on all public improvements at all times.

This security amount shall be submitted to the City prior to execution of the Agreement. All administrative and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be paid to the City prior to execution of this Agreement.

The security for this Agreement shall be an Irrevocable Standby Letter of Credit with automatic renewal provisions conforming to the requirements of this Paragraph or cash in the amount of \$527,818.74.

25. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The amount of posted warranty security for public improvements to be posted by the Developer shall be in the amount of \$50,000. The amount has been determined by the Director of Public Works and is based upon the costs of the raw materials and labor which would be necessary to correct the most common deficiencies in such public improvements.

26. **Claims.** The Developer shall pay any subcontractor within ten (10) days of the Developer's receipt of payment by the City for undisputed services provided by the subcontractor. In the event that the City receives claims from labor, materialmen, or others that perform work required by this Agreement, and the sums due them have not been paid, and the laborers, materialmen or others are seeking payment from the City, the Developer hereby authorizes the City to commence an interpleader action pursuant to Wisconsin law, to draw upon the letters of credit in an amount up to one hundred twenty-five percent (125%) of the claim(s) and deposit the funds in compliance with Wisconsin law, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the Circuit Court, except that the Court shall retain jurisdiction to determine attorney fees pursuant to this Agreement. In the event that the Developer desires to make a cash deposit instead of drawing down the letter of credit if a claim is made as stated above, they shall immediately notify the City of this intent at the time the claim is made and shall delivery one hundred twenty-five percent (125%) of the claim to the City within ten (10) days of such notice in the form of cash or certified check.

27. **Restrictions.** The following restrictions apply to the property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Development and insuring that all conditions imposed by the City in this Agreement are properly recorded against the property. Said conditions shall run with the real property and be binding on all parties having a right, title or

interest in the Development or any part thereof, their heirs, executors, representatives, successors and assigns: None.

28. Responsibility for Costs.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Development, including, but not limited to, legal, planning, engineering, and inspection expenses incurred in connection with development of said Development, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring and inspecting development of the Development.
- B. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the Development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering fees, attorney's fees, and costs and disbursements.
- D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all Development work and construction, including but not limited to the issuance of building permits for lots which the Developers may or may not have sold, until all bills are paid in full. Claims not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

29. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the City may then draw down the security established in Paragraph 24 to pay for any work undertaken, provided the Developer is first given notice of the work in default, not less than seven (7) days in advance. This notice provision does not apply if the work performed by the City or its contractors is of an emergency nature, as determined at the sole discretion of the city. Should such emergency work be required the City will make all reasonable efforts to notify the Developer as soon as possible. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part pursuant to any applicable statutes or ordinances.

30. Miscellaneous.

- A. The Developer represents to the City that the Development complies with all City, County, State, and Federal laws and regulations, including but not

limited to, Subdivision Ordinances, Zoning Ordinances, and environmental regulations except where specifically excluded by this agreement. If the City determines that the Development does not comply, the City may, at its option, refuse to allow construction or development work in the Development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of any of the terms of this Agreement by the Developer shall be grounds for denial or revocation of building permits.
- D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If building permits are issued by the City prior to the completion and acceptance of public improvements, the Developer shall assume all liability for the costs resulting in any delay in completion of public improvements and damage to any public improvements caused by the City, the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface, unless a specific exception is approved by the City.
- F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- G. This Agreement shall run with the land, shall be recorded against the title to the property and all properties therein established by the Certified Survey Map, and shall be binding on all parties having any right, title or interests in the land and their heirs, successors, and assigns.
- H. The Developer shall take out and maintain until one (1) year after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and any claims for property damage which may arise out of the Developer's work or the work of their subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall be not less than \$200,000.00 for each occurrence. The City shall be named as an additional named insured on said policy, and the

Developer shall file a copy of the insurance coverage with the City prior to the City issuing further building permits.

- I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- J. The Developer shall pay for all local costs related to drainage improvements required to complete the construction according to the plans and conditions that are a part of this Agreement.
- K. Should Development proceed at a pace slower than anticipated, and for that reason, specific terms of this agreement become onerous or unduly burdensome to the Developers, upon his/her application, the City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
- L. The Developer shall be responsible for all on site drainage as well as for any affects that their actions may have on adjoining properties.
- M. Within 120 days of the date of this Agreement, Outlot 1, as depicted on the Certified Survey Map, shall be deeded to the homeowners association for the Development to ensure upkeep and maintenance.

31. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, their employees or agents, or mailed to the Developer by registered mail at the following address: 1505 Highway 65, New Richmond, Wisconsin 54017. Notice to the City shall be in writing and shall be either hand delivered to the City Clerk at the following address: City of New Richmond, City Hall, 156 East first Street, New Richmond, Wisconsin 54017, Attention: City Clerk.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

CITY :

**CITY OF NEW RICHMOND,
WISCONSIN**

By: Fred Horne
Its: Mayor

By: Tanya Batchelor
Its: City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

The foregoing instrument was acknowledged before me this ____ day of August, 2017, by Fred Horne, Mayor and by Tanya Batchelor, City Clerk, of the City of New Richmond, a Wisconsin municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public

DEVELOPER :

DCCI LAND PLANNERS, INC.,
a Wisconsin domestic business.



By: Ronald Derrick
Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

The foregoing instrument was acknowledged before me this 25th day of August, 2017, by Ronald Derrick, the President of DCCI Land Planners, Inc., a Wisconsin domestic corporation, with authority and on behalf of the corporation.

BERNADETTE L. L'ALLIER
Notary Public-State of Wisconsin


Notary Public

my commission expires 10-23-20

DRAFTED BY:
Nicholas J. Vivian
ECKBERG LAMMERS, P.C.
430 Second Street
Hudson, Wisconsin 54016

EXHIBIT A
LEGAL DESCRIPTION / CERTIFIED SURVEY MAP

Commencing at the East Quarter corner of said Section 11; thence, along the east-west west quarter line of said Section 11, N89°55'12"E a distance of 2979.09 feet to the point of beginning; thence, along said quarter line, N89°55'12"E a distance of 509.40 feet; thence along the arc of a curve, concave northerly, a distance of 86.09 feet, said curve has a radius of 266.36 feet and a chord that bears N80°39'52"W a distance of 85.72 feet; thence along the arc of a curve, concave northerly, a distance of 183.17 feet, said curve has a radius of 530.40 feet and a chord that bears N71°25'13"E a distance of 182.26 feet; thence S10°47'55"W a distance of 73.40 feet to said east-west quarter line; thence along said quarter line, S89°55'12"E a distance of 61.04 feet; thence N10°47'55"E a distance of 75.15 feet; thence, along the arc of a curve, concave westerly, a distance of 38.84 feet, said curve has a radius of 3180.67 feet and a chord that bears N04°38'21"E a distance of 38.77 feet; thence, along the arc of a curve, concave northwesterly, a distance of 21.94 feet, said curve has a radius of 247 feet and a chord that bears N61°25'37.5"E a distance of 21.93 feet; thence N30°00'00"W a distance of 189.65 feet; thence N64°00'18"E a distance of 120.63 feet; thence N74°18'46"E a distance of 106.14 feet; thence S78°07'52"E a distance of 142.00 feet; thence N10°14'49"W a distance of 140.35 feet; thence N29°43'31"E a distance of 105.69 feet; thence N32°00'36"W a distance of 103.85 feet; thence N00°01'36"W a distance of 141.39 feet; thence N87°09'33"W a distance of 260.08 feet; thence N89°52'56"E a distance of 66.12 feet; thence S00°15'37"E a distance of 648.80 feet; thence S54°21'54"W a distance of 258.96 feet to the point of beginning. Containing 6.46 acres of land. Subject to all easements, restrictions and covenants of record.

EXHIBIT B CERTIFIED SURVEY MAP



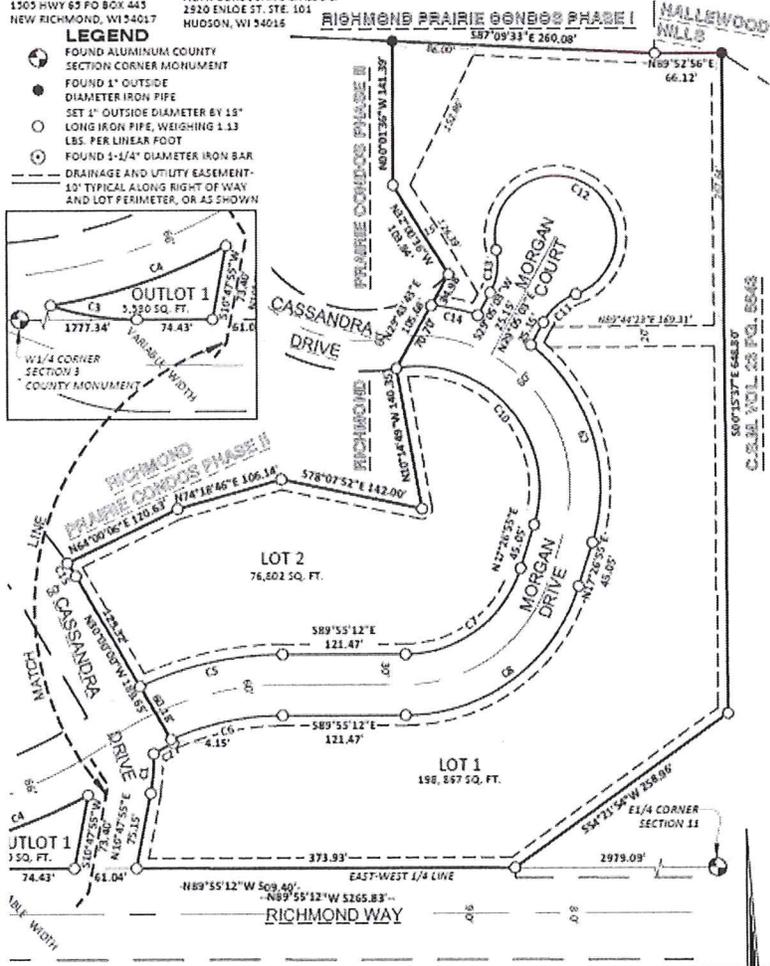
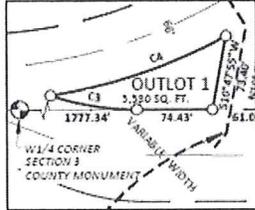
CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SE1/4 OF THE NW1/4 OF SECTION 11, T30N, R18W,
CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN.

PREPARED FOR:
Derrick Investments Limited
Partnership and DCCI Land
Planners, Inc.
1505 HWY 63 PO BOX 445
NEW RICHMOND, WI 54017

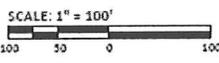
SURVEYOR:
TY DODGE
AUTH CONSULTING & ASSOC.
2520 ENLISE ST. STE. 101
HUDSON, WI 54015

- LEGEND**
- FOUND ALUMINUM COUNTY SECTION CORNER MONUMENT
 - FOUND 1" OUTSIDE DIAMETER IRON PIPE
 - SET 1" OUTSIDE DIAMETER BY 15" LONG IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT
 - ⊙ FOUND 1-1/4" DIAMETER IRON BAR
 - DRAINAGE AND UTILITY EASEMENT- 10' TYPICAL ALONG RIGHT OF WAY AND LOT PERIMETER, OR AS SHOWN



OWNERSHIP AT TIME OF SURVEY:
OUTLOT 1-DERRICK INVESTMENTS
LIMITED PARTNERSHIP,
BALANCE OF PROPERTY-DCCI
LAND PLANNERS, INC.

SEE SHEET 2 FOR
LINE AND CURVE
DATA INFORMATION



THE EAST-WEST 1/4 LINE OF
SECTION 11 BEARS N89°55'12\"/>

DRAFTED BY: TY DODGE PROJECT NO: 5005-053 DATE: 07/05/17

SHEET 1 OF 3

**EXHIBIT C
DEVELOPERS BID FOR PUBLIC IMPROVEMENTS**

SEE ATTACHED.

**EXHIBIT D
FORM LETTER OF CREDIT**

IRREVOCABLE UNCONDITIONAL STANDBY LETTER OF CREDIT

(Richmond Prairie Condos Phase 3 – Completion of Public Improvements)

Beneficiary - City of New Richmond, Wisconsin
156 East First Street
New Richmond, WI 54017

Letter of Credit No. _____

Date:

Ladies and Gentlemen:

For the account of _____, we hereby authorize you or your transferee to draw on us at sight up to an aggregate amount of _____ (\$_____ .00).

This Irrevocable Unconditional Standby Letter of Credit ("Letter of Credit") is irrevocable, unconditional and transferable. This Letter of Credit may be transferred without charge one or more times upon receipt of your written instructions submitted in accordance with the attached transfer form.

Drafts drawn under this Letter of Credit must specify the number of this Letter of Credit and be presented at the office identified below not later than _____, which shall automatically be extended and renewed for successive one year periods unless the undersigned issuer shall give written notice to the Beneficiary ninety (90) days prior to the then effective expiration date of this Letter of Credit of issuer's decision not to extend or renew the expiration date. Any sight draft may be presented to us by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original." If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other electronic method of authentication.

The Letter of Credit sets forth in full the terms of our obligation to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this Letter of Credit is referred to or which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored at _____.

Yours very truly,

BANK

By:

Its:



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

TO: Mayor and City Council
FROM: Tanya Batchelor, City Clerk
DATE: September 8, 2017
RE: Resolutions for Sale of Property

Background

Both Resolution #091702 and Resolution #091703 are necessary to allow for the sale of City owned property. A map is attached showing their location.

Recommendation

Staff recommends approval of these resolutions.

RESOLUTION #091702
RESOLUTION AUTHORIZING SALE OF REAL ESTATE

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

Located in Part of the NE ¼ of the SW ¼, Section 10, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin, Being a portion of Lot 29 of Certified Survey Map recorded in Volume 22, Page 5390. Property to be recorded as Lot 31 of a Certified Survey Map approved by City Council on September 11, 2017. Approximately 2.40 acres.

WHEREAS, the City has entered into an Offer to Purchase and Sale Agreement with Barnard Real Estate Holdings, LLC, Whereby the City would sell this parcel to Barnard Real Estate Holdings, LLC; and

WHEREAS, all necessary contingencies have been met and the transaction is ready to be closed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Richmond as follows:

1. That the City shall proceed with the sale of the real estate to Barnard Real Estate Holdings, LLC
2. That Mayor, Frederick Horne, and City Clerk, Tanya Batchelor, are authorized to execute all documents necessary to complete the sale of the property.

Passed and approved this 11th day of September, 2017.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk

RESOLUTION #091703
RESOLUTION AUTHORIZING SALE OF REAL ESTATE

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

Located in Part of the NE ¼ of the SW ¼, Section 10, T30N, R18W, City of New Richmond, St. Croix County, Wisconsin, Being a portion of Lot 29 of Certified Survey Map recorded in Volume 22, Page 5390. Property to be recorded as Lot 32 of a Certified Survey Map approved by City Council on September 11, 2017. Approximately 1.40 acres.

WHEREAS, the City has entered into an Offer to Purchase and Sale Agreement with DDR Estates, LLC, Whereby the City would sell this parcel to DDR Estates, LLC; and

WHEREAS, all necessary contingencies have been met and the transaction is ready to be closed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of New Richmond as follows:

1. That the City shall proceed with the sale of the real estate to DDR Estates, LLC
2. That Mayor, Frederick Horne, and City Clerk, Tanya Batchelor, are authorized to execute all documents necessary to complete the sale of the property.

Passed and approved this 11th day of September, 2017.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 10, T30N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN; BEING LOT 29 OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 22, PAGE 5390, DOCUMENT NUMBER 849506.

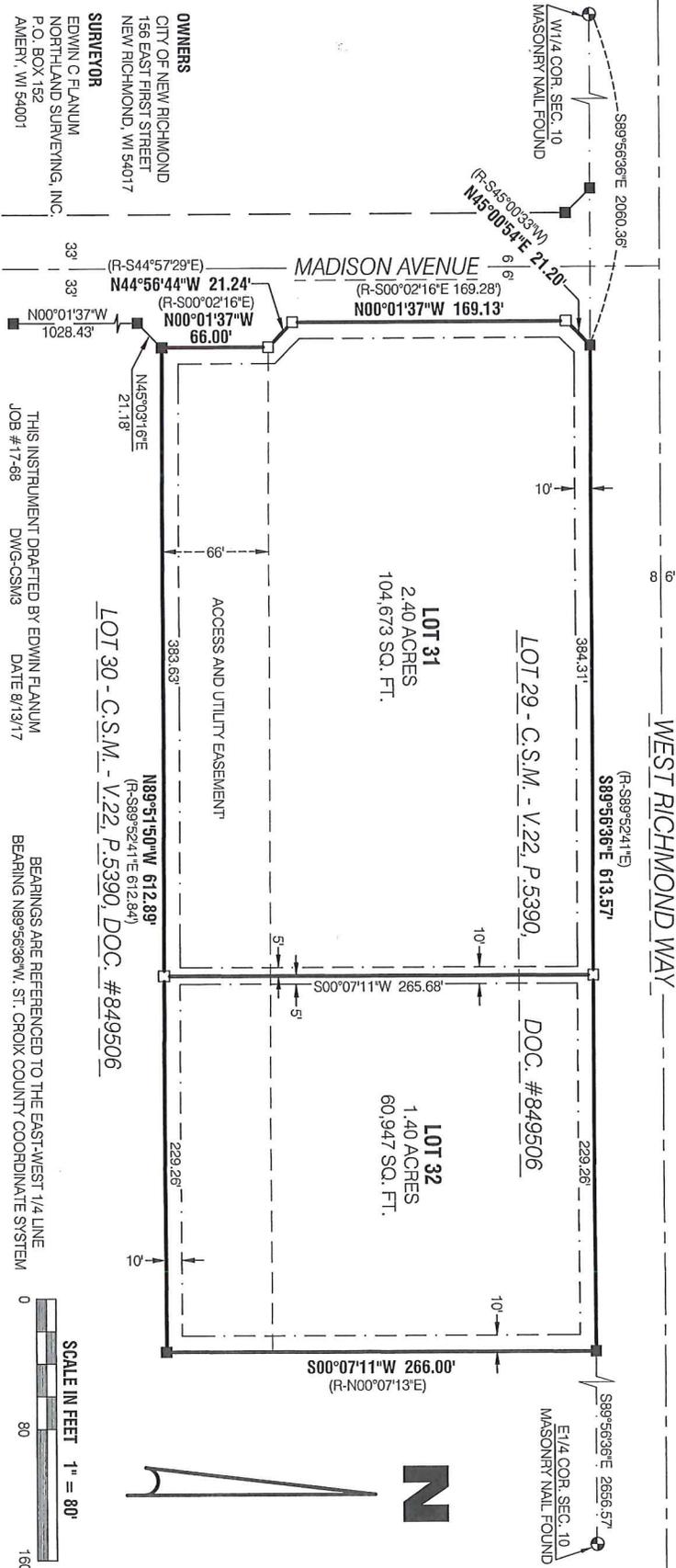
LOT 23 - C.S.M. VOL. 26, PG. 6065
DOC. # 1005072

PART OF LOT 19 - C.S.M.
V. 23, P. 5554, DOC. # 880298

(R-xxxxx)

PREVIOUSLY RECORDED DATA
UTILITY EASEMENT (WIDTH AS SHOWN)
3/4" X 18" IRON REBAR SET WEIGHING
1.50 LBS. PER LINEAR FOOT

- LEGEND**
- ST. CROIX COUNTY SECTION CORNER MONUMENTED AS NOTED
 - 3/4" IRON REBAR FOUND
 - 3/4" X 18" IRON REBAR SET WEIGHING 1.50 LBS. PER LINEAR FOOT





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



Craig Yehlik
Chief of Police

Veronica Koehler
Lieutenant

TO: City Council

From: Chief Craig Yehlik
Rae Ann Ailts

Date: September 8, 2017

Subject: Squad Car Bid Proposal

Background

Last year, the New Richmond Police Department, with Council support, modified the RFQ (request for quote) process for replacing squad vehicles. In prior years, a RFQ for vehicles was placed in late fourth quarter; this resulted in vehicles coming in around April of the following year. This resulted Maintenance costs and repair expenses have been higher during the months of December thru March, the new process of placing RFQ for replacement vehicles in late Q3 or early Q4 allows for the vehicles to be delivered earlier in the 1Q of the year. This new process has allowed for reduced expenses incurred during 1Q as the new vehicle is placed into service much faster.

Proposal

In 2018, there are two patrol vehicles due for replacement (Squad 22 & 25) and one K9 police pursuit vehicle which will need to be added to the fleet to support the addition of the K9 officer. Additionally, we are requesting the Chief of Police's vehicle be considered for replacement in 2018. The Chief's vehicle is scheduled for replacement in 2019; however, with the hail damage sustained and additional maintenance costs incurred to date replacement in 2018 is being explored. The replacement of Squad 22 & 25 and Chief's vehicle would be funded through the 2018 levy. The K9 vehicle will be fund through donated funds received.

Additionally, in prior years the ancillary equipment (lights, sirens, etc) were traded in with the vehicles. The ancillary equipment life typically exceeds the useful life of the vehicle, as such; staff suggests reusing ancillary equipment from the old squads and installing on the new vehicles. This in turn will reduce the cost of outfitting the vehicles in 2018. Staff also proposes to retain Squad 22 and keep as an unmarked vehicle to be used by the Lieutenant/Emergency Manager.

Recommendation

Staff recommends approval to move forward with the RFQ's for two police pursuit SUV's, a K9 police pursuit SUV and exploring options for the Chief's vehicle in accordance with the timeline outlined below.

1. Send out RFQ for two police pursuit SUVs, a K9 police pursuit SUV and a Chief of Police Vehicle by September 15, 2017
2. Bids due by October 2, 2017 at 4:30pm
3. Council approval of bids in October
4. Vehicles would be ordered after approval
5. Delivery after January 1, 2018



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

MEMORANDUM

TO: New Richmond City Council

FROM: Craig Yehlik, Chief of Police

DATE: September 9, 2017

SUBJECT: K-9 Update and approval for full time position

Background

New Richmond Police Department requested permission from the City Council to move forward with fundraising to add a K-9 position within the New Richmond Police Department. At that time the Council approved the fundraising with a minimum goal of \$50,000.00 set to cover major expenses such as the purchase of a vehicle and equipment, the K-9 and the training along with some incidentals such as a kennel at the handlers house, training equipment, leads, vet care and food. We have since learned that some of the items have gone up in price for the 2018 year (for instance the price of the dog has gone up \$500.00 from 2017 prices), vehicle prices and equipment have also gone up.

Fortunately the K-9 Committee has to date raised over \$70,000 plus has generous offers to provide food and vet care at a significantly reduces rate and we are still waiting to hear if we have received a St. Paul Police Department Grant to assist with the cost of the dog and training.

Even though the K-9 Committee has raised over \$70,000 and will continue to fundraise for dog care and maintenance over the life of the dog there will still be some city expense for adding a K-9 such as officer pay and dog care on the handlers days off, fuel for the take home car and addition of a vehicle to the city's fleet of vehicles.

Recommendation

New Richmond Police Department staff is recommending formal approval of the addition of the K-9 unit for 2018 so we can move forward with equipment purchase, handler residence set up prior to cold weather moving in, and preparation of additional policy.