

AGENDA FOR COUNCIL MEETING
CITY OF NEW RICHMOND, WISCONSIN
MONDAY, MARCH 12, 2018 - 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, February 12, 2018
2. Applications for License to Serve from Liam D. Mehls, New Richmond; and Rhiannon M. Brodhead, New Richmond
3. Application for a Six Month Class B License from New Richmond Softball Association for Hatfield Park
4. Applications for Temporary Class B License:
 - a. New Richmond Youth Hockey Association for March 16-18, 2018 at 450 Sports Center Road
 - b. New Richmond Youth Hockey Association for April 28, 2018 at 450 Sports Center Road
 - c. New Richmond Chamber for Park Art Fair June 1-2, 2018 in Mary Park
 - d. New Richmond Chamber for Fun Fest July 12-15, 2018 in Cyclone Park
5. Applications for Amplification Device Permit:
 - a. New Richmond Chamber for Park Art Fair June 1, 2018 5:00 to 11:45 p.m. in Mary Park
 - b. New Richmond Chamber for Park Art Fair June 2, 2018 9:00 a.m. to 6:00 p.m. in Mary Park
 - c. New Richmond Chamber for Fun Fest on July 12, 2018 5:00 to 11:45 p.m. in Cyclone Park
 - d. New Richmond Chamber for Fun Fest on July 13, 2018 5:00 to 11:45 p.m. in Cyclone Park
 - e. New Richmond Chamber for Fun Fest on July 14, 2018 9:00 a.m. to 11:45 p.m. in Cyclone Park
 - f. New Richmond Chamber for Fun Fest on July 15, 2018 9:00 a.m. to 6:00 p.m. in Cyclone Park
6. Applications for Street Use Permit:
 - a. New Richmond Chamber for North Green Ave to Mary Park Entrance June 1 to June 2, 2018
 - b. New Richmond Chamber for Campus Drive from WI Ave to Homestead Drive June 12-15, 2018
7. Application for Direct Seller's Permit from the following for RV/Camper Sales from June 1 to June 30, 2018 at 1470 South Knowles Avenue: Joshua M. Schmidt, Chetek; Joe T. Hengtgen, Bruce; Steve K. Nadeau, Chetek; Jason M. Gagner, Rice Lake; Michael R. Melendez, Spooner; Robert J. Erickson, Cumberland; Patrick W. Davis, Cameron; Matthew P. Barnett, Rice Lake; Jeffrey D. Peterson, Rice Lake; Buck C. Richie, Rice Lake; David A. West, Eleva; and Michael D. Babcock, Gordon
8. Request for Extension of Premise from Champ's Sports Bar & Grill, Wild Badger Saloon, McCabe's Shamrock Club, Bobcat's Bar & Grill and the Old Saloon to include the sidewalk in front of their building on March 17, 2018 from 1:00 p.m. to 5:00 p.m.
9. Payment of VO#61762 through VO#61865 totaling \$4,905,443.52 plus electronic fund transfers totaling \$1,338,503.38 for a grand total of \$6,243,946.90

DEPARTMENT REPORTS:

Administration
Finance
Community Development
Public Works
Library
Police
Fire
Airport
City Clerk

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. National Red Cross Month – Wanda Viellieux
2. **Plan Commission Recommendations:**
 - a) Amend Section 121-9.B.9 Evergreen Valley PUD – Ord #510
 - b) Amend Section 121-9.B.10 Willowind PUD – Ord #511
 - c) Preliminary & Final Plat for Willowind PUD Lots 127-136 & 151-164
 - d) Anderson Annexation Ordinance Ord #512
 - e) Rescind Approval of CSM for lots on South Side of West Richmond Way and North of LWT
3. Development Agreement with Shaun Bird
4. Resolution #031801 –2017 Amended Budget
5. Award Contract for Repairs to Municipal Buildings
 - a. Sports Center Roof Replacement
 - b. Municipal Buildings Asphalt Shingle Roof
 - c. Well House #6 Roof Replacement
6. Award Farm Lease Contract
7. **Public Works Recommendations:**
 - a. Approve 2018 Sidewalk Plan
 - b. Award Sidewalk Construction Contract
 - c. Resolution #031802 - Preliminary Resolution for Sidewalk Assessments
 - d. Approve 2018 Alley Plan
 - e. Award Alley Paving Contract
 - f. Resolution #031803 – Preliminary Resolution for Alley Assessments
8. Cedar Lake Speedway Agreement
9. Work Session on March 26, 2018
10. Communications & Miscellaneous
11. Closed Session per State Statute 19.85(1)(e) –
 - a) TID #9
 - b) TID #6
 - c) Golf Course

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 FEBRUARY 12, 2018 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: Alderman Kittel, Ard, Jackson, Montello, Volkert and Zajkowski

Members Absent: Mayor Fred Horne

The Pledge of Allegiance was recited.

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

Public Comment

Wendy Dadez and Linda Hendricks spoke about the referendum question that will be on the April ballot. Shall the County of St. Croix adopt the following resolution? "Resolved, that "We the People" of the County of St. Croix, Wisconsin, seek to reclaim democracy from the expansion of corporate personhood rights and the corrupting influence of unregulated political contributions and spending. We stand with communities across the county to support passage of an amendment to the United States Constitution stating: 1) Only human beings are endowed with constitutional rights – not corporations, unions, nonprofits or other artificial entities, and 2) Money is not speech, and therefore regulating political contributions and spending is not equivalent to limiting speech.

Consent Agenda

1. Approval of the Minutes from the Previous Regular Council Meeting, January 8, 2018 and Special Council Meeting, January 13, 2018
2. Application for License to Serve from Brett M. Johnson, Osceola; Charlotte N. Gillen, Osceola; and Thomas L. Dickson, New Richmond
3. Application for Temporary Class B License from the New Richmond Fire Department for Saturday, April 14, 2018 at 106 South Arch Avenue for the Annual Chili Feed
4. Application for Temporary Class B License from the Knights of Columbus at 155 East Fourth Street on March 4, 9, 11, 18, 23, 25, 30, April 8, 15, 22, 27, 29, May 6, 13, 20, and July 13-14, 2018
5. Application for Street Use Permit for April 14, 2018 on Arch Avenue from First Street to Second Street from 3:00 p.m. to 9:00 p.m. for the Annual Chili Feed
6. Application for a Run/Walk Permit from the New Richmond Area Centre for May 5 & 18, 2018 at 8:00 a.m.
7. Payment of VO#61604 through VO#61761 totaling \$2,702,438.32 plus electronic fund transfers totaling \$9,368,299.31 for a grand total of \$12,070,737.63

General Fund	\$9,728,225.43
Impact Fees Fund	1,834.00
Cemetery Fund	13.07
Debt Service Fund	7,292.94
Capital Projects	15,507.65
Capital Replacement Fund	214,770.53
Landfill Cleanup Fund	6,016.84
TID District #6	10,320.53
Storm Water Utility	13,661.25
Park land Trust Fund	655.01
Tax Agency Fund	2,072,440.38

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

Recognition/Appreciation – Comprehensive Plan Committee

Beth Thompson explained this group will present the findings to the public at the State of the City on February 23, 2018 at WITC at 8:00 a.m. They will also be presenting to the Rotary Club and the Kiwanis group. Beth thanked the group for their hard work. Mike Darrow thanked the Comprehensive Plan Committee along with Beth Thompson for their hard work on the comprehensive plan. Council Members thanked this committee for their hard work as well. When the Comprehensive Plan is adopted, this group will be invited back to the Council meeting.

Department Reports

Administration – Mike Darrow stated the Library Director interviews will be on Friday, February 16, 2018. Thirty people will be involved in this process, including Council members, community members, City staff and the Library Board. Noah Wiedenfeld explained the Historic Preservation Commission voted recently to increase the façade grant awards to a maximum of \$5,000. Noah congratulated the Chamber of Commerce on a great event and congratulated the award nominees and award recipients at the Chamber Annual Banquet.

Finance – Rae Ann Ailts reported the list projects for the Capital Improvement Plan is on the City website. Tax collections just finished last week and Rae Ann showed a chart of the collection trends for the last five years. More people are paying their entire tax bill by the January 31 due date rather than making a second payment in July. The amount of taxes collected in December of 2017 and January of 2018 totaled \$10,778,221. Two new employees have started with New Richmond Utilities. Joel Enders started as a Management Analyst and Darren O’Flannagan started as a Journeyman Line worker.

Community Development - Beth Thompson explained the new process for code enforcement. There will be a new tab on the City website called “Keep it Beautiful” that will link to an online form for residents to fill out to report any type of issue or complaint. All of these will go to one point of contact, that person will log the complaint and forward to the proper City Staff. The issues will be put in a database that will be mapped in our GIS system for future reference.

Public Works – Jeremiah Wendt explained there was an open house earlier this evening for the County Highway A Trail and 125th Street Projects. The former Dairy Queen building demolition started today. A picture was posted showing half the building torn down. The plan is to have the rest of the building on the ground tomorrow and continue this week to dispose of the material.

Library – Noah Wiedenfeld stated the Library is accepting food for fines this week. One food item equals \$1 in library fines up to 10 items. There will be a class on February 15 at 6:30 p.m. at the

Library for learning about Emerald Ash Borer. On February 19, 2018, the Snake Discovery will be at the Library at 1:00 p.m.

Police – Officer Kramlet reported that Chief Yehlik is attending the Chiefs Association Conference at this time. Lieutenant Koehler and Officer Chevrier are in St. Paul for the K-9 Orientation. The New Richmond Police Department participated in a human trafficking/sex trafficking operation on Wednesday and Thursday prior to the Super Bowl. Five arrests were made and two victims were saved. The transition is complete for firearms and radios. Officer Anderson and Officer Crubaugh finished instructor development training. The K-9 naming vote is complete and the name selected for the K-9 is Storm.

Fire – Noah Wiedenfeld stated the Fire Department participated in Collin’s Community Hero Day. There were 31 incidents in January which is much higher than previous years. Several trainings were held including EMR, Communicable Diseases, Patient Size-up, Confined Space, Vortex setup and use and the EMT class is still on-going.

Airport – Mike Demulling gave a recap of the Super Bowl. The New Richmond Airport received media coverage in the New Richmond News, Eau Claire Leader Telegram, Wisconsin State Journal and USA Today. Forty aircraft were at the airport over the weekend. Everything went well and there were many volunteers helping over the course of the weekend. Celebrities at the airport included Sheryl Crow, Jimmy Fallon and Terry Bradshaw. Council members congratulated Mike for all the work and planning that went into this operation. Everything went like clockwork. The Lieutenant Governor will be at the airport tomorrow visiting aviation businesses. The rotating beacon needs to be replaced at a cost of \$7,500. The snow blowers are down but should be back up and running this week.

City Clerk -

Tanya Batchelor stated there will be a Primary Election on February 20, 2018 for Justice of the Supreme Court. Polls are open from 7:00 a.m. to 8:00 p.m. Be sure to bring a valid driver’s license and your registration card. If you have misplaced your registration card, we can make you a new one. Absentee voting is available in the Clerk’s office now through Friday, February 16, 2018 at 5:00 p.m. The last day to have a ballot mailed to you is Thursday, February 15, 2018.

Mayor’s Appointments

Mike Darrow explained the Library Board interviewed Patricia Van Nevel and Jarell Kuney and recommended appointment by the Mayor. Alderman Ard moved to confirm these appointments, seconded by Alderman Zajkowski, and carried.

Plan Commission Recommendations

James Place PUD Amendment

Beth Thompson explained the James Place Planned Unit Development Amendment and Certified Survey Map. The last two building slabs were poured five feet to the west of the plan. This amendment will fix that and place the building center line in the proper place as well. The CSM also corrects additional road right-of-way that needs to be dedicated. Discussion followed. Alderman Ard moved to approve the Certified Survey Map, and suspend the rules and adopt Ordinance #506 amending the James Place Planned Unit Development with the following conditions:

- 1) Lots within the James Place PUD shall be subject to the following front and side yard setback requirements:

Interior Street		Side
Primary Front	Secondary Front	
25ft.	20ft.	14ft.

- 2) All grading, drainage, and erosion control issues shall be subject to review and approval of the Building Inspector and Public Works Director.
- 3) All utility issues shall be subject to review and approval of the Public Works Director.
- 4) The CSM for Lot 1 (proposed Lot 62) shall be revised to provide a drainage and utility easement with a minimum width of 10 feet parallel to the north lot line as required by Section 117-41.C.1 of the Subdivision Ordinance

Motion was seconded by Alderman Jackson and carried.

Woodland Creek PUD Amendment

Beth Thompson explained the Woodland Creek PUD Amendment and Certified Survey Map. The amendment changed the direction of two of the lots to allow a driveway at less of an incline and a change in the building design. Discussion followed. Alderman Ard moved to Certified Survey Map, and suspend the rules and adopt Ordinance #507 amending the Woodland Creek Planned Unit Development with the following conditions:

- 1) All grading, drainage, and erosion control issues shall be subject to review and approval of the Building Inspector and Public Works Director.
- 2) All utility issues shall be subject to review and approval of the Public Works Director.

Motion was seconded by Alderman Jackson and carried.

Amend Table 3 Zoning Ordinance

Noah Wiedenfeld discussed the amendment to Table 3 of the zoning ordinance to add Accredited Agriculture Education Facility as a conditional use within Z1 and Z2 districts. Discussion followed. Alderman Kittel moved to approve this amendment to Table 3, seconded by Alderman Zajkowski and carried.

Goat Ordinance

Noah Wiedenfeld explained the goat ordinance and answered questions. Discussion followed. Alderman Zajkowski moved to suspend the rules and adopt Ordinance #508, seconded by Alderman Ard and carried. Alderman Kittel voted no.

Certified Survey Map from Robin Haffner

Beth Thompson discussed the CSM from Robin Haffner. Discussion followed. Alderman Ard moved to approve the Certified Survey Map with the following conditions:

- 1) A declaration establishing rights and responsibilities for shared driveway access to 140th Street within the roadway easements dedication by the CSM shall be submitted for approval by City staff, executed by the property owner, and recorded with St. Croix County.
- 2) Park dedication requirements for the proposed CSM shall be satisfied as a cash fee in lieu of land paid as an impact fee at the time the building permit is issued; future resubdivision of the lots shall be subject to further park dedication requirements, including land dedication, in effect at the time of approval.
- 3) Single family dwellings constructed upon Lots 3 and 4 shall connect to City sanitary sewer and water utilities; all utility issues are subject to review and approval of the Public Works Director.
- 4) All grading, drainage, and erosion control issues are subject to review and approval of the Public Works Director.

Motion was seconded by Alderman Jackson and carried.

Public Works Committee Recommendations

Street Name Change

Jeremiah Wendt explained that High Street is not a continuous street and creates confusion for drivers trying to get to Lakeside Foods. A solution to this would be to rename a portion of High Street. The Public Works Committee recommended changing the name of this portion of High Street to Lakeside Drive. Discussion followed. Alderman Zajkowski moved to approve this recommendation, seconded by Alderman Kittel and carried.

Bicycle and Pedestrian Master Plan Update

Noah Wiedenfeld reviewed updates to the Bicycle and Pedestrian Master Plan. Projects must be listed in this master plan in order to be able to apply for grant funds. Discussion followed. The Public Works Committee recommended approval of these updates. Alderman Kittel moved to approve the Bicycle and Pedestrian Master Plan Update, seconded by Alderman Jackson and carried.

County Highway A Trail Project Phasing

Jeremiah Wendt discussed the County Highway A trail. There was an open house this evening regarding this trail. Phase I would be creating connections to existing developments from Willow River Bluffs. Phase 2 would be the County Highway A trail from West Richmond Way to Hwy 65. We would apply for a grant to help with the larger piece of trail along CTH A. The Public Works Committee recommends approval of a design contract with SEH. Alderman Zajkowski moved to approve a design contract with Short-Elliott-Hendrickson for Phase 1 of the project not to exceed \$14,734, seconded by Alderman Jackson and carried.

Ordinance #509 Alleys

Noah Wiedenfeld explained the proposed alley ordinance places weight limits on alleys, requires alleys to be paved with asphalt and shares the asphalt costs 50/50 between the City and the abutting property owners based on lineal frontage. Alderman Zajkowski moved to suspend the rules and adopt Ordinance #509, seconded by Alderman Ard and carried.

Resolution Accepting Improvements in James Place

Jeremiah Wendt stated that water and sewer utility and street improvements in James Place were completed in the fall and lien waivers have been received from two of the three contractors involved in the project. Jeremiah recommended accepting the improvements contingent upon receiving the final lien waiver so the one-year warranty period can begin. The letter of credit has been reduced to the warranty amount. Alderman Zajkowski offered the following resolution and moved for its adoption contingent upon staff receiving the third lien waiver:

RESOLUTION NO. 021801
CITY OF NEW RICHMOND
ST. CROIX COUNTY, WISCONSIN
A RESOLUTION AUTHORIZING ACCEPTANCE
OF IMPROVEMENTS CONSTRUCTED BY
BASS LAKE, INC.

WHEREAS, the property developer Bass Lake, Inc. ("Developer") has constructed certain water, sanitary sewer, storm sewer, and street improvements on Leila Lane from James Place eastward 400 feet and on James Drive from N 4th Street southward 320 feet in the James Place Development as required by a Development Agreement dated June 21, 2017; and

WHEREAS, Developer has submitted a lien waiver certifying that no debt remains outstanding for construction of the improvements; and

WHEREAS, the City's Director of Public Works has inspected the improvements and

recommends acceptance of the same;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF NEW RICHMOND, AS FOLLOWS:

The Common Council hereby accepts the street and utility improvements on Leila Lane from James Place eastward 400 feet and on James Drive from N 4th Street southward 320 feet.

This Resolution shall be in full force and effect from and after its passage and approved as provided by law.

Motion was seconded by Alderman Kittel and carried.

Resolution #021802 – TAP Grant

Noah Wiedenfeld requested authorization to apply for a TAP Grant for the County Road A Trail project. The grant would cover 80% of the cost of the project. Alderman Zajkowski offered the following resolution and moved for its adoption:

RESOLUTION #021802

A RESOLUTION IN SUPPORT OF A GRANT REQUEST FROM THE WISDOT TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE CONSTRUCTION OF AN OFF-ROAD TRAIL FACILITY ALONG COUNTY ROAD A BETWEEN WEST RICHMOND WAY AND SOMERSET ROAD

WHEREAS, the State of Wisconsin Department of Transportation makes grant funding available for the planning, design, and construction of bicycle and pedestrian facilities that will serve utilitarian trips that might otherwise be made by automobile; and

WHEREAS, the segment of CTH A between West Richmond Way and Somerset Road averages over 5,000 vehicles per day and currently lacks bicycle and pedestrian accommodations; and

WHEREAS, CTH A is expected to serve even more traffic in the future because of new residential and commercial development; and

WHEREAS, an off-street facility would improve connectivity to Westfields Hospital & Clinic, the Nature Center, the Business & Technical Park, and the City's existing trails system; and

WHEREAS, as part of the grant process, the State of Wisconsin Department of Transportation requires a resolution from the City Council agreeing to commence the project within four years from the date project award and complete all work prior to June 30, 2025.

THEREFORE, the New Richmond City Council resolves that the City of New Richmond, if awarded the funding from WisDot for the 2018-2022 TAP award cycle, is authorized to accept the award and enter into required agreements with WisDOT for this project; and

BE IT FURTHER RESOLVED that the City of New Richmond agrees to comply with the applicable laws, requirements, and regulations as outlined in the WisDOT 2018-2022 TAP application materials, the State-Municipal Agreement between WisDOT and the City of New Richmond, and all other program and project documentation.

Motion was seconded by Alderman Kittel and carried.

Resolution #021803 – Loyalty Day Proclamation

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

Resolution #021803

The City of New Richmond Office of the Mayor Proclamation

VFW Wisconsin State Loyalty Day Parade 2018

WHEREAS; Loyalty Day, first noticed in 1921 is the day whereby citizens affirm their loyalty to our flag, community, state and country; and

WHEREAS; Our Nation has endured and overcome times of tribulation and challenge by joining together in the defense of Freedom; and

WHEREAS; It is by the actions and sacrifice of American citizens that this Nation comprised of all manner of race, creed and religion defends and honors the right of all to be free; and

WHEREAS; New Richmond VFW Memorial Post 10818 and its Auxiliary have been selected to host the VFW Wisconsin State Loyalty Day Parade on Saturday, April 28, 2018 with the theme "United We Stand, We Will Not Be Divided,"

NOW, THEREFORE, I, Fred Horne, Mayor of the City of New Richmond, do hereby proclaim April 28 2018 as Loyalty Day in "The City Beautiful."

IN TESTIMONY WHEREOF, I have Hereunto set my hand and caused the Great Seal of the City of New Richmond to be affixed this 12th day of February, 2018.

Motion was seconded by Alderman Jackson and carried.

Authorization to Bid Roof Repairs

Rae Ann Ailts requested permission to request bids for roof repairs on the sports center, municipal buildings with asphalt shingle roofs and Well House #6. We have received insurance proceeds to pay for the repairs. Alderman Ard moved to authorize staff to advertise for bids for roof repairs, seconded by Alderman Jackson and carried.

TID #6 100% Expenditure Audit

Rae Ann Ailts explained that State Statute requires three audits over the life of the TID. This audit will be the second one for TID# 6, which is required within twelve months after the end of the expenditure period which ended on September 11, 2017. We have until September 11, 2018 to complete the audit. The estimated cost for Baker Tilly to complete this audit is \$5,750 to \$7,250 and will include compliance and financial testing to begin in February and finish in June. The Auditor's opinion will be issued in July of 2018. Alderman Ard moved to approve Baker Tilly's engagement letter dated January 9, 2018 in an amount not to exceed \$7,250, seconded by Alderman Jackson and carried.

Economic Development Commission Proposal

Mike Darrow recommended development of a new economic development commission with three subcommittees. The proposed process would include three steps: 1) a call for service requests. Interested stakeholders would be asked to provide a short narrative of their interest in serving; 2) Informal interviews with the Mayor and members of the City Council; and 3) Formal recommendations to the City Council, as well as a proposed ordinance establishing this new committee. Discussion followed. Alderman Ard moved to proceed with the process to solicit members, seconded by Alderman Zajkowski and carried.

No Work Session in February

There will not be a work session this month.

Communications and Miscellaneous

Eggs and Issues with the Chamber will be at WITC on Friday, February 23, 2018 at 7:30 a.m. The State of the City will begin at 8:00 a.m. There will be a Loyalty Day business display challenge for the week prior to the Loyalty Day Parade on April 28, 2018. Registration is now open for the parade.

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(c)(e)(f)– TID # 9, TID# 6, Personal Property Tax Collections, and Personnel, seconded by Alderman Kittel, and carried.

Open Session

Alderman Ard moved to proceed with TIF# 9 as discussed in Closed Session, seconded by Alderman Zajkowski and carried.

Alderman Ard moved to proceed with TIF# 6 as discussed in Closed Session, seconded by Alderman Jackson and carried.

Alderman Ard moved to proceed with personal property tax collections as discussed in Closed Session, seconded by Alderman Jackson and carried.

Alderman Ard moved to proceed as discussed in Closed Session regarding personnel, seconded by Alderman Jackson and carried.

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

Meeting adjourned at 9:55 p.m.

Tanya Batchelor
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL MARCH 12, 2018

VO #	PAYMENT TO:	AMOUNT
61762	BIRD, SHAUN	1,815.00
61763	DELL MARKETING LP	1,168.00
61764	ECKBERG LAMMERS P.C.	5,953.71
61765	FARM & HOME (OTHER PMTS)	520.82
61766	FRONTIER COMMUNICATIONS	1,014.72
61767	HOISINGTON KOEGLER GROUP, INC	7,072.04
61768	REGISTER OF DEEDS	30.00
61769	RIVER STATES TRUCK & TRAILER	4,137.77
61770	WASHINGTON COUNTY SHERIFF'S OFFICE	400.00
61771	WI TAXPAYERS ALLIANCE	21.95
61772	WILLIAMSON & SILER S.C.	3,991.59
61773	AILTS, RAE ANN	244.16
61774	CITY UTILITIES - INVOICES/WPPI EMAIL HOSTING	758.50
61775	DARROW, MIKE	268.14
61776	DEPT OF ADMINISTRATION	1,150.00
61777	E O JOHNSON BUSINESS TECHNOLOGIES - 2	4,950.00
61778	EHLERS	230.00
61779	J A COUNTER & ASSOCIATES INC	4,000.00
61780	KWIK TRIP (OTHER)	5.10
61781	LIBRARY STRATEGIES	710.84
61782	MELSTROM INSPECTIONS, LLC	1,875.00
61783	MIDWEST CABLE MAINTENANCE	355.56
61784	PROFESSIONAL SERVICE INDUSTRIES, INC	1,537.50
61785	SCHOOL DISTRICT OF NR - TAX LEVY	3,244,160.19
61786	ST CROIX COUNTY TREASURER - TAXES	1,092,908.52
61787	STAFFORD ROSENBAUM LLP	625.00
61788	STEPHENS SANITATION - RECYCLING	4,065.00
61789	STEPHENS SANITATION - REFUSE	843.28
61790	WESTFIELDS HOSPITAL (2)	730.56
61791	WI DEPT OF TRANS - TV & RP UNIT	20.00
61792	WI INDIANHEAD TECH COLLEGE - TAX LEVY	116,412.54
61793	XCEL ENERGY (2)	28.26
61794	BIBEAU, BEVERLY	112.00
61795	BRIDGE, MARY JANE	112.00
61796	DODGE, GLORIA	112.00
61797	FALL, SHARON	112.00
61798	HEINBUCH, ALICE	119.00
61799	HURTGEN, RUTH	70.00
61800	LAMOTTE, JOANN	112.00
61801	MROZ, MICHAEL	197.49
61802	OLSON, HENDRENA	119.00
61803	OLSON, ROBERT	119.00
61804	PELLEGRINO, JEAN	119.00
61805	UTECHT, INEZ	112.00
61806	UTECHT, JAMES	112.00
61807	CITY UTILITIES - 2ND BILLING	28,819.44
61808	FRONTIER COMMUNICATIONS (2)	48.30
61809	REGISTER OF DEEDS	60.00
61810	ST CROIX COUNTY TREASURER - DOG LICENSES	653.50
61811	BALDWIN TELECOM, INC	568.62
61812	REGISTER OF DEEDS	30.00
61813	AMAZON (CITY)	2,496.94
61814	ANCOM TECHNICAL CENTER	5,746.44
61815	BAKER TILLY VIRCHOW KRAUSE, LLP	1,253.00
61816	BENEFIT EXTRAS, INC	373.50
	SUB-TOTAL	4,543,580.98

	SUB-TOTAL CARRIED FORWARD	4,543,580.98
61817	BOARDMAN & CLARK LLP	82.00
61818	BOND TRUST SERVICES CORPORATION	1,400.00
61819	CITY UTILITIES - 1ST BILLING	3,032.05
61820	CITY UTILITIES - INVOICES	212,544.07
61821	CITY UTILITIES - INVOICES	488.80
61822	CITY UTILITIES - LANDFILL	291.57
61823	CITY UTILITIES - SAC CHARGES	3,912.00
61824	CITY UTILITIES - WATER IMPACT FEES	3,912.00
61825	CJ HAULING	761.25
61826	COMMUNITY COLLABORATION	1,787.21
61827	COUNTRYSIDE VET CLINIC	349.76
61828	DWD - UNEMPLOYMENT INSURANCE	1,404.00
61829	E O JOHNSON BUSINESS TECHNOLOGIES - 2	4,950.00
61830	E O JOHNSON COMPANY, INC	1,666.69
61831	ELECTION SYSTEMS & SOFTWARE	44.94
61832	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	12,367.53
61833	FORUM COMMUNICATIONS COMPANY	328.78
61834	GHD SERVICES INC	5,998.71
61835	GIBSON SERVICES	129.80
61836	HUDSON PHYSICIANS S.C.	67.00
61837	HURTIS LOCKSMITH SHOP	57.20
61838	INDUSTRIAL SAFETY	5,771.71
61839	INTERACTIVE HEALTH, INC	172.50
61840	KROLL'S EXCAVATING INC	705.00
61841	KWIK TRIP / KWIK STAR STORES	7,300.38
61842	LEAGUE OF MINNESOTA CITIES	557.10
61843	MALLY'S SUNSHINE KENNELS, LLC	3,400.00
61844	MELSTROM INSPECTIONS, LLC	1,875.00
61845	MUNICIPAL CODE CORPORATION	7,107.93
61846	MUNICIPAL TREASURERS ASSN OF WI	175.00
61847	NECHVILLE EXCAVATING INC	375.00
61848	PEDERSON, JOEL	325.00
61849	RUNNING, INC	9,892.31
61850	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	174.18
61851	SCHOUTEN, MICHAEL J	95.00
61852	SECURIAN FINANCIAL GROUP, INC	2,093.84
61853	SPECTRUM INSURANCE GROUP	48,137.00
61854	ST CROIX COUNTY HIGHWAY DEPT	1,311.31
61855	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	1,070.13
61856	STATE OF WI - COURT FINES & ASSESSMENTS	2,215.15
61857	STEPHENS SANITATION - RECYCLING SHED	749.32
61858	TRANSCENDENT TECHNOLOGIES	260.00
61859	VERIZON WIRELESS (CITY)	332.73
61860	WASHINGTON NATIONAL INS CO	200.80
61861	WI PROFESSIONAL POLICE ASSN, INC	585.20
61862	WISCONSIN DEPT OF REVENUE	2,580.65
61863	WISCONSIN SUPREME COURT	700.00
61864	WITC - NEW RICHMOND CONF CTR	224.00
61865	XCEL ENERGY	7,900.94

TOTAL VOUCHERS

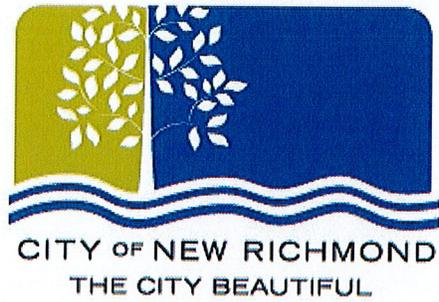
4,905,443.52

TOTAL VOUCHERS**4,905,443.52****ELECTRONIC FUND TRANSFERS**

PAYROLL (2/16 & 3/2)	252,087.03
DEFERRED COMP	10,024.00
ROTH - WI	250.00
FEDERAL W/H	88,253.06
STATE W/H	17,395.14
POSTAGE	2,000.00
MEDICAL PREMIUMS	83,363.60
RETIREMENT	54,505.86
VISA P-CARDS	38,986.21
HRA	2,128.59
HSA - ER CONTRIBUTIONS	1,166.62
WI-SCTF	2,967.64
FLEX SPENDING	3,911.24
EMPLOYEE FUND	230.00
FIREMAN DUES - JAN & FEB	1,050.00
AFLAC	1,223.26
INV - SUPER AMERICA	3,905.69
DELINQ STATE TAX - REMITTANCES	155.71
IMPACT FEE TRANSFERS	7,509.29
INVESTMENT TRANSFER - BREMER	550,000.00
WPPI LOAN PMTS	4,166.67
DEBT PMTS/BREMER LOAN PMTS	213,223.77

TOTAL ELECTRONIC FUNDS**1,338,503.38****GRAND TOTAL****6,243,946.90**

FRED HORNE, MAYOR



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: March 7, 2018
RE: National Red Cross Month

Background

March is National Red Cross Month and Wanda Viellieux will be doing a short presentation in celebration of this event.

Recommendation

No Action is needed.



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Beth Thompson

FROM: D. Daniel Licht, AICP

DATE: 28 February 2018

RE: New Richmond – Evergreen Valley; Borgen PUD Amendment

TPC FILE: 164.02

BACKGROUND

Ms. Arvena Borgen owns the twinhome dwelling located at 1503 Sequoia Lane within the Evergreen Valley development. The development was approved as a Planned Unit Development (PUD) on 7 June 2005, the provisions of which are preserved as Section 121-9.B.9 of the Zoning Ordinance. The property is a corner lot and the house was constructed with a patio door on the side of the house facing Ponderosa Lane. Ms. Borgen would like to construct a deck extending 12 feet from the house utilizing the patio door. However, the house is constructed with a 34 foot setback from the property line which allowed for a Building Code required 3 foot wide exit landing/stairway, but did not allow room for a larger landing/deck. The Evergreen Valley PUD requires a 30 foot setback for principal buildings from all public streets, which leaves only four feet of yard to construct a deck or stairway. Ms. Borgen is requesting an amendment of the PUD District to allow a 20 foot principal building setback from a secondary street frontage for all lots within Evergreen Valley, which would allow for a deck up to 14 feet to be constructed on her property. A public hearing to consider the application has been noticed for the Plan Commission meeting on 6 March 2018.

Exhibits:

- Site location
- Site plan
- Evergreen Valley plat (3 sheet)
- Draft PUD Findings of Fact and Decision
- Draft PUD Ordinance

ANALYSIS

Comprehensive Plan. The Comprehensive Plan guides the subject site for low density residential uses. The existing twinhome dwelling on the subject site and the existing single family and twin home houses throughout the Evergreen Valley development are consistent with this land use designation.

Zoning. The Evergreen Valley subdivision, which includes the subject site, is zoned PUD in accordance with the City Council approval on 7 June 2005 and preserved as Section 121-9.B.7 of the Zoning Ordinance adopted on 1 January 2015. The underlying zoning district designation established on the Zoning Map is Z2 District. Twinhomes are allowed as a permitted use with in the Z2 District and attached decks are an integral structure to the principal building. Amendment of the setbacks established for Evergreen Valley by the PUD is processed as a Zoning Ordinance amendment in accordance with Section 121-29 of the Zoning Ordinance and subject to review by the Plan Commission and approval of the City Council.

Surrounding Uses. The subject site is surrounded by the following existing and/or planned land uses shown in the table below. Amendment of the setbacks for the yard adjacent to Ponderosa Lane will not create any compatibility issues with surrounding properties. The change to a 20 foot setback for secondary street frontages will also not negatively effect other properties within Evergreen Valley Phase 2 to which the requested amendment would apply.

Direction	Land Use Plan	Zoning Map	Existing Use
North	LD Residential	Z2 District	Single family
East	LD Residential	Z2 District	Twinhome
South	LD Residential	Z2 District	Undeveloped
West	LD Residential	Z2 District	Twinhome

Setbacks. The setbacks required by the Evergreen Valley Phase 2 PUD for front and side yards abutting public rights-of-way is 35 feet for front yards (primary front) and 30 feet for side yards (Secondary front). The Z2 District requires a 25 foot setback for primary street frontages and 20 feet for a secondary street frontage. As defined by the Zoning Ordinance, the primary street frontage for the subject site is Sequoia Lane and the yard abutting Ponderosa Lane is a secondary street frontage. Ms. Borgen is requesting the PUD be amended to allow a 20 foot setback from secondary streets (Ponderosa Lane) to allow for construction of an attached deck at the existing patio door on her dwelling. The proposed 20 foot setback from Ponderosa Lane in the case of Ms. Borgen's property will maintain traffic visibility at the intersection of Sequoia Lane and Ponderosa Lane. Furthermore, amendment of the setback requirements for secondary streets for all lots within Evergreen Valley would be consistent with the minimum standards the City has established for this type of development within the Z2 District. All corner lots within Evergreen Valley will gain 10 feet of buildable side yard abutting a public street with approval of the proposed amendment.

RECOMMENDATION

The Development Review Committee considered the application at a meeting on February 15, 2018 and recommends approval. The Plan Commission held a Public Hearing to consider the application at a meeting on March 6, 2018 and recommends City Council approval.

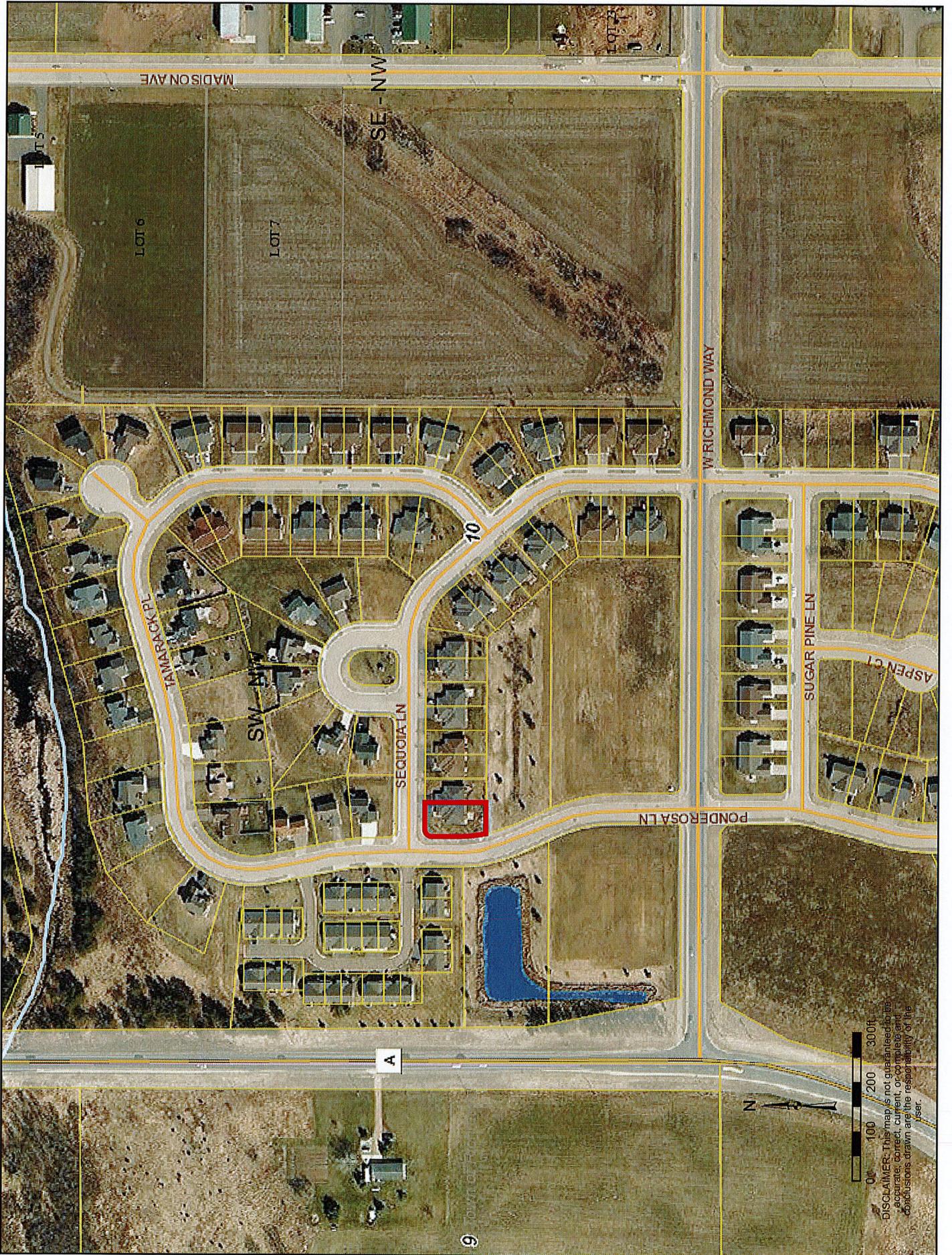
POSSIBLE ACTIONS

- A. Motion to **approve** an amendment of the Evergreen Valley PUD, subject to the following condition:
 - 1. The principal building setback from secondary streets as defined by the Zoning Ordinance shall be a minimum of twenty (20) feet consistent with the requirement established by the Z2 District.

- B. Motion to **deny** the application based on a finding that the request is inconsistent with the Comprehensive Plan and does not comply with the Zoning Ordinance and Evergreen Valley PUD.

- C. Motion to **table** for further discussion.

- c. Michael Darrow, City Administrator
Sarah Skinner, Building Inspector/Zoning Administrator
Jeremiah Wendt, Public Works Director
Nick Vivian, City Attorney



MADISON AVE

LOT 6

LOT 7

SE - NW

LOT 2

W RICHMOND WAY

TAMARACK PL

SW

SEQUOIA LN

10

PONDEROSA LN

SUGAR PINE LN

ASPEN CT

A

N

0 100 200 300ft

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

9

Property line

PANDEKSA LN

79

201-1039-03-079
-079

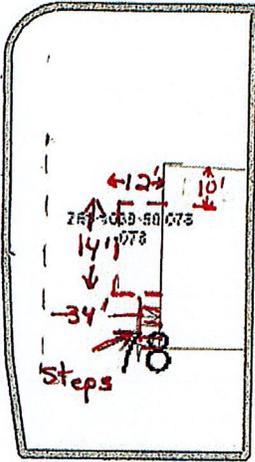
201-1039-06-108
-100

106

201-10

OUTL

REGINA LN



201-1039-05-077
-077

77

201-1039-05-078
-078

76

201-1039-53-073
-073

75

201-1039-66-074
-074

74

201-1039-63-073
-073

73

201-1039-06-074
-074

201-1039-63-094
-094

OUTLOT 4

EVERGREEN VALLEY A PLANNED UNIT DEVELOPMENT

Doc # 145260

ENGINEER'S OFFICE
 R. L. CHURCH, INC.
 1000 N. 10th St.
 Wausau, Wis. 54980
 (715) 839-1111

PREPARED FOR:
 THE COUNTY OF WAUSAU
 SUPERVISOR
 DOUGLAS ZANER
 1000 N. 10th St.
 WAUSAU, WISCONSIN 54980



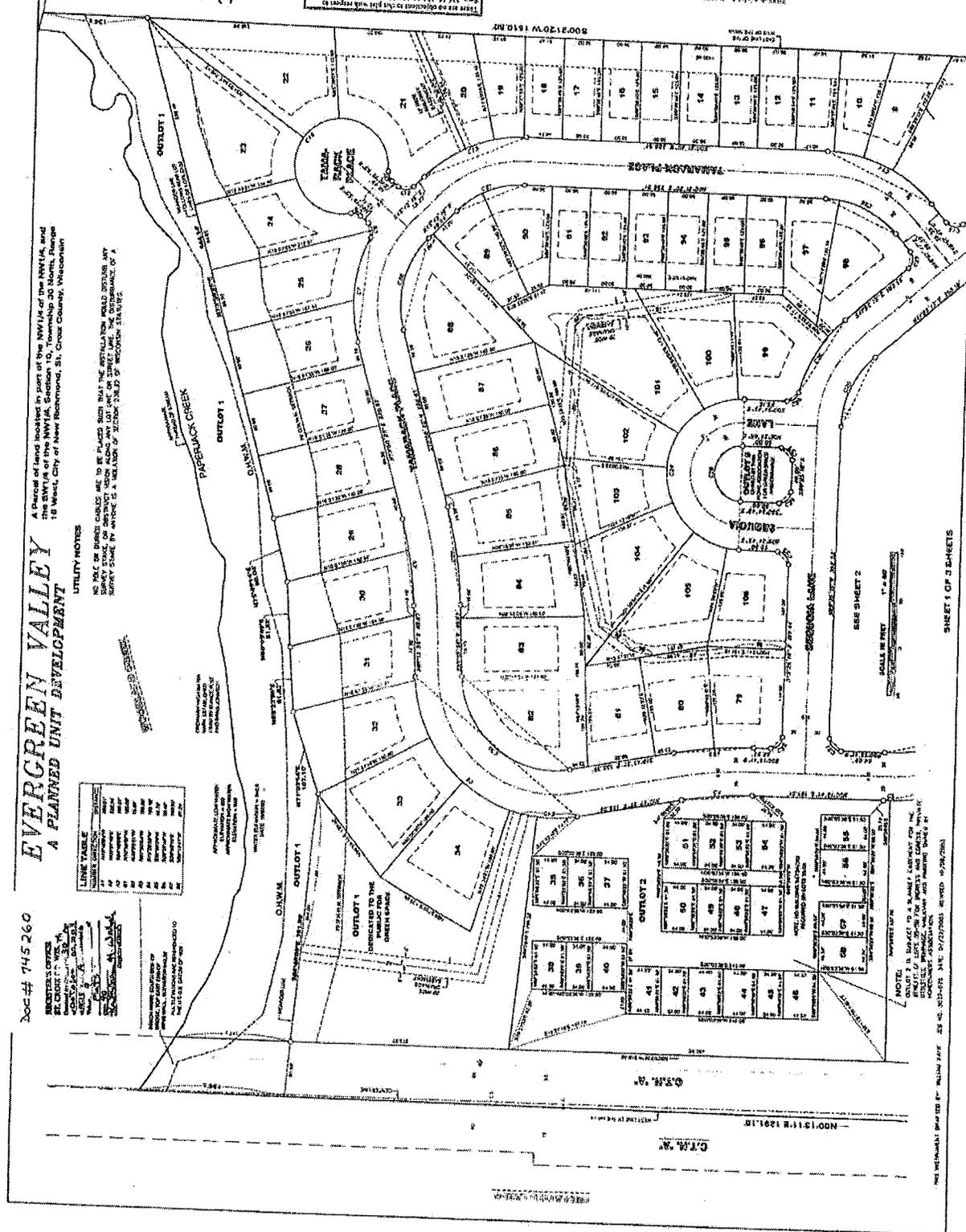
There are no objections to this plan with respect to
 the proposed subdivision of the land shown hereon
 into lots, blocks, streets, and other improvements
 shown hereon, as shown by the County Register & Recorder,
 Wausau, Wisconsin, on October 21st, 1974.
 County Clerk
 Roy W. Jones

LINK TABLE

LINK NO.	LINK DESCRIPTION	LINK NO.	LINK DESCRIPTION
1	OUTLET 1	1	OUTLET 1
2	OUTLET 2	2	OUTLET 2
3	OUTLET 3	3	OUTLET 3
4	OUTLET 4	4	OUTLET 4
5	OUTLET 5	5	OUTLET 5
6	OUTLET 6	6	OUTLET 6
7	OUTLET 7	7	OUTLET 7
8	OUTLET 8	8	OUTLET 8
9	OUTLET 9	9	OUTLET 9
10	OUTLET 10	10	OUTLET 10
11	OUTLET 11	11	OUTLET 11
12	OUTLET 12	12	OUTLET 12
13	OUTLET 13	13	OUTLET 13
14	OUTLET 14	14	OUTLET 14
15	OUTLET 15	15	OUTLET 15
16	OUTLET 16	16	OUTLET 16
17	OUTLET 17	17	OUTLET 17
18	OUTLET 18	18	OUTLET 18
19	OUTLET 19	19	OUTLET 19
20	OUTLET 20	20	OUTLET 20
21	OUTLET 21	21	OUTLET 21
22	OUTLET 22	22	OUTLET 22
23	OUTLET 23	23	OUTLET 23
24	OUTLET 24	24	OUTLET 24
25	OUTLET 25	25	OUTLET 25
26	OUTLET 26	26	OUTLET 26
27	OUTLET 27	27	OUTLET 27
28	OUTLET 28	28	OUTLET 28
29	OUTLET 29	29	OUTLET 29
30	OUTLET 30	30	OUTLET 30
31	OUTLET 31	31	OUTLET 31
32	OUTLET 32	32	OUTLET 32
33	OUTLET 33	33	OUTLET 33
34	OUTLET 34	34	OUTLET 34
35	OUTLET 35	35	OUTLET 35
36	OUTLET 36	36	OUTLET 36
37	OUTLET 37	37	OUTLET 37
38	OUTLET 38	38	OUTLET 38
39	OUTLET 39	39	OUTLET 39
40	OUTLET 40	40	OUTLET 40
41	OUTLET 41	41	OUTLET 41
42	OUTLET 42	42	OUTLET 42
43	OUTLET 43	43	OUTLET 43
44	OUTLET 44	44	OUTLET 44
45	OUTLET 45	45	OUTLET 45
46	OUTLET 46	46	OUTLET 46
47	OUTLET 47	47	OUTLET 47
48	OUTLET 48	48	OUTLET 48
49	OUTLET 49	49	OUTLET 49
50	OUTLET 50	50	OUTLET 50
51	OUTLET 51	51	OUTLET 51
52	OUTLET 52	52	OUTLET 52
53	OUTLET 53	53	OUTLET 53
54	OUTLET 54	54	OUTLET 54
55	OUTLET 55	55	OUTLET 55
56	OUTLET 56	56	OUTLET 56
57	OUTLET 57	57	OUTLET 57
58	OUTLET 58	58	OUTLET 58
59	OUTLET 59	59	OUTLET 59
60	OUTLET 60	60	OUTLET 60
61	OUTLET 61	61	OUTLET 61
62	OUTLET 62	62	OUTLET 62
63	OUTLET 63	63	OUTLET 63
64	OUTLET 64	64	OUTLET 64
65	OUTLET 65	65	OUTLET 65
66	OUTLET 66	66	OUTLET 66
67	OUTLET 67	67	OUTLET 67
68	OUTLET 68	68	OUTLET 68
69	OUTLET 69	69	OUTLET 69
70	OUTLET 70	70	OUTLET 70
71	OUTLET 71	71	OUTLET 71
72	OUTLET 72	72	OUTLET 72
73	OUTLET 73	73	OUTLET 73
74	OUTLET 74	74	OUTLET 74
75	OUTLET 75	75	OUTLET 75
76	OUTLET 76	76	OUTLET 76
77	OUTLET 77	77	OUTLET 77
78	OUTLET 78	78	OUTLET 78
79	OUTLET 79	79	OUTLET 79
80	OUTLET 80	80	OUTLET 80
81	OUTLET 81	81	OUTLET 81
82	OUTLET 82	82	OUTLET 82
83	OUTLET 83	83	OUTLET 83
84	OUTLET 84	84	OUTLET 84
85	OUTLET 85	85	OUTLET 85
86	OUTLET 86	86	OUTLET 86
87	OUTLET 87	87	OUTLET 87
88	OUTLET 88	88	OUTLET 88
89	OUTLET 89	89	OUTLET 89
90	OUTLET 90	90	OUTLET 90
91	OUTLET 91	91	OUTLET 91
92	OUTLET 92	92	OUTLET 92
93	OUTLET 93	93	OUTLET 93
94	OUTLET 94	94	OUTLET 94
95	OUTLET 95	95	OUTLET 95
96	OUTLET 96	96	OUTLET 96
97	OUTLET 97	97	OUTLET 97
98	OUTLET 98	98	OUTLET 98
99	OUTLET 99	99	OUTLET 99
100	OUTLET 100	100	OUTLET 100

UTILITY NOTES
 NO POLE OR BENCH MARKS ARE TO BE PLACED WITHIN THE RIGHT-OF-WAY BOUNDARIES OF ANY
 UTILITY LINE OR STRUCTURE SHOWN ON THIS PLAN. THE LOCATION OF ANY SUCH UTILITY LINE OR
 STRUCTURE SHALL BE SHOWN BY A DASHED LINE WITHIN THE SECTION BOUNDARIES OF ANY
 SECTION SHOWN BY A DASHED LINE WITHIN THE SECTION BOUNDARIES OF ANY SECTION.

NOTES
 1. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WAUSAU, WISCONSIN.
 2. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF WAUSAU, WISCONSIN.
 3. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WAUSAU, WISCONSIN.
 4. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF WAUSAU, WISCONSIN.
 5. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WAUSAU, WISCONSIN.
 6. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF WAUSAU, WISCONSIN.



SHEET 1 OF 3 SHEETS

NOTES
 1. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WAUSAU, WISCONSIN.
 2. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF WAUSAU, WISCONSIN.
 3. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WAUSAU, WISCONSIN.
 4. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF WAUSAU, WISCONSIN.
 5. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF WAUSAU, WISCONSIN.
 6. THE PLANNED UNIT DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CITY OF WAUSAU, WISCONSIN.

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

PLANNED UNIT DEVELOPMENT

APPLICANT: Arvena Borgen

APPLICATION: Amendment of a PUD, Planned Unit Development (PUD) for the Plat of Evergreen Valley.

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

1. The property is guided for low density residential uses by the Comprehensive Plan.
2. A PUD, Planned Unit Development District of the property was approved by the City Council on 7 June 2005, which is preserved as Section 121-9.B.7 of the Zoning Ordinance.
3. The applicant is proposing an amendment of the PUD to modify required setbacks.
4. Applications for amendment 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.
5. 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.*
6. The planning report dated 28 February 2018 prepared by the City Planner, The Planning Company LLC., is incorporated herein.
9. The Plan Commission opened a public hearing at their regular meeting on 6 March 2018 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 unanimous 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. The principal building setback from secondary streets as defined by the Zoning Ordinance shall be a minimum of twenty (20) feet consistent with the requirement established by the Z2 District.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

ADOPTED by the City Council of the City of New Richmond this 12th day of March 2018.

CITY OF NEW RICHMOND

By: _____
Fred Horne, Mayor

Attest: _____
Tanya Batchelor, City Clerk

Notary Public _____ Date: _____

Commission Expires: _____

Seal

ORDINANCE #510

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

Section 1. Section 121-9.B.7 of the Zoning Ordinance (Preservation of PUD Districts) is hereby amended to read as follows:

9. Evergreen Valley Phase 1, approved as a PUD Plat 6/7/05, amended March 12, 2018.

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

Passed and approved: March 12, 2018

Published and effective: March 22, 2018

CITY OF NEW RICHMOND

By: _____
Fred Horne, Mayor

ATTEST: _____
Tanya Batchelor, City Clerk



APPLICATION TO REZONE

City Ordinance Section 121-29
www.newrichmondwi.gov

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

*Bruce cell
715-497-7974*

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: _____

Last name: Borgen First name: Arvena (Bruce Son)

Address: 1503 Sequoia Lane City/State/Zip: New Richmond, WI 54017

Phone number: (715) 246-7180 Email address: _____
(715) 497-7974

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)

261-1039-60-078 Lot 78 Evergreen valley PUD district

4. Zoning Change Requested: Complete item 5a and/or 5b as appropriate for your application. 121-9

a. Zoning Map Change: (9)

Existing Designation(s): _____

Proposed Designation(s): _____

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.
- 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.
- 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.

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: Arvena J. Bergen

Date: 1/30/18

Applicant: Arvena J. Bergen

Date: 1/30/18

Fee Paid: \$250 Date: 1-29-18 Receipt # 66479

Escrow Paid: \$500 Date: 1-29-18 Receipt # 66479

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
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Beth Thompson

FROM: D. Daniel Licht, AICP

DATE: 28 February 2018

RE: New Richmond – Willowind; PUD Amendment/Preliminary-Final Plat

TPC FILE: 164.02

BACKGROUND

Mr. Shaun Bird has acquired Lots 127-136 and Lots 151-164 of the Willowind plat that were approved as a Planned Unit Development (PUD) plat on 10 November 2003 for construction of 24 townhouse dwellings within six buildings. Each of the townhouse dwellings is located on a unit lot of property underlying the structure with common area surrounding each building platted as Outlots 7 and 8. Mr. Bird is intending to construct a larger floor plan for the individual townhouse dwellings than can be accommodated by the existing lots.

The larger house plan requires consideration of a revised preliminary and final plat that reduces the number of unit lots by six (one dwelling less per building). The request requires consideration of an application for a PUD amendment and preliminary/final plat. The Willowind PUD did not include approval of specific house plans, so only the plat revision is subject to review. A public hearing to consider the applications has been noticed for the Plan Commission meeting on 6 March 2018.

Exhibits:

- Site location map
- Willowind Reconfiguration No. 1
- Draft PUD Findings of Fact and Decision
- Draft PUD Ordinance

ANALYSIS

Comprehensive Plan. The Comprehensive Plan guides the subject site for low density residential uses. The existing townhouse uses, as well as proposed townhouse uses with six fewer dwelling units, are appropriate within areas guided for low density residential development to provide an alternative to traditional single family dwellings as part of the City's housing supply.

Zoning. The subject site is zoned PUD in accordance with the plat approval on 10 November 2003. The Willowind PUD is preserved as Section 121-9.B.10 of the Zoning Ordinance when the comprehensive update adopted on 1 January 2015. The underlying zoning district designation established on the Zoning Map is Z4, General Urban District. Amendment of the PUD to allow for the proposed reconfiguration of the plat reducing the number of unit lots by six is to be processed as a Zoning Ordinance amendment in accordance with Section 121-29 of the Zoning Ordinance.

Surrounding Uses. The subject site is within the interior of the Willowind development surrounded by townhouse lots to the north, east, south, and west. The proposed plat revisions reducing the number of unit lots will not cause compatibility issues with surrounding uses.

Setbacks. The setbacks required for the Willowind plat are as shown in the table below. The reconfiguration of the lots within the plat will not affect the ability to locate a principal building with the applicable setback requirements.

Public ROW	Between Bldgs.
30ft.	10ft.

Streets. The lots have direct access to Sharptail Run, W. 9th Street, and Quail Run. The proposed plat revisions do not have any impact upon access to the public street or traffic capacity. However, sidewalk was not constructed adjacent to the proposed plat along Sharptail Run and W. 9th Street at the time the streets were constructed. Section 117-31.A of the Subdivision Ordinance requires that the developer complete construction of the 5 foot concrete sidewalk along these streets as a condition of approval. Plans for construction of the sidewalks are to be subject to review and approval of the Public Works Director.

Landscaping. Table 15 of the Zoning Ordinance establishes minimum requirements for landscaping for townhouse uses within the Z4 District. One shade tree is required to be installed within the front yard for each 40 feet of street frontage, plus 6 shrubs per 1,000 square feet of building area. One shade tree is also required for each 40 feet of lot width in rear yards. Turf grass is to be planted/installed in all yards not taken up by the building footprint or other hard surfaces. A plan for installation of the landscaping required by the Zoning Ordinance for each townhouse building will be submitted at the time a building permit is applied for and is subject to review and approval of the Building Inspector.

Grading. The proposed plat revisions will not affect the approved grading plan beyond the boundaries of each building. Any grading issues related to the site plan change will be coordinated by the Building Inspector and Public Works Director as part of the building permit process.

Utilities. Utilities for each of the existing lots was installed within the right-of-way at the front of each dwelling unit. The proposed plat revisions resulting in removal of one unit lot from each building will require the one unused sanitary sewer and water connection be abandoned. Abandonment of the unused utility connections will be completed by the Utility Department with all costs paid by the developer. All other utility issues are to be subject to review of the Building Inspector and approval of the Public Works Director.

Easements. The lots within the plat are unit lots that underlie the living space of each dwelling. No perimeter easements typically required by Section 117-41.C.1of the Subdivision Ordinance are required as the common space surrounding each building is platted as Outlots 7 and 8. These outlots are owned by the Willowind Townhouses Homeowners Association, which includes the subject lots.

Park Dedication. The proposed plat revisions decrease the number of dwelling units from the number approved with the original PUD plat. No additional park dedication is required as a result.

Development Agreement. In conjunction with the revised plat, the developer is required to complete sidewalk improvements and abandon unused utility connections. These public improvements require a development agreement to be drafted by the City Attorney and executed by the developer, subject to approval of the City Council in accordance with Section 117-24 of the Subdivision Ordinance.

RECOMMENDATION

The Development Review Committee considered the application for a revised plat of a portion of the Willowind PUD at a meeting on February 15, 2018 and recommends approval. The Planning Commission held a Public Hearing to consider the application on March 6, 2018 and recommends City Council approval subject to the conditions outlined below.

POSSIBLE ACTIONS

- A. Motion to **approve** an amendment of the Willowind PUD, a preliminary/final plat, and a development agreement for Shaun Bird, subject to the following conditions:
 - 1. Lots 200-217 shall be subject to the following setbacks:

Public ROW	Between Bldgs.
30ft.	10ft.

2. The developer shall install landscaping for each townhouse building in accordance with Table 15 of the Zoning Ordinance, subject to review and approval of the Building Inspector.
 3. The developer shall construct sidewalk as required by Section 117-31.A of the Subdivision Ordinance, subject to review and approval of the Public Works Director.
 4. All grading, drainage, and erosion control issues shall be subject to review and approval of the Building Inspector and Public Works Director.
 5. The developer shall be responsible for the costs to abandon one sewer and water connection for each building; abandonment of the unused utility services and all other utility issues shall be subject to review and approval of the Public Works Director.
 6. The developer shall execute a development contract with the City for completion of utility and sidewalk construction as required by Section 117-24 of the Subdivision Ordinance, subject to review by the City Attorney and approval of the City Council.
- B. Motion to **deny** the application based on a finding that the request is inconsistent with the Comprehensive Plan and does not comply with the Zoning Ordinance, Subdivision Ordinance, or Willowind PUD.
- C. Motion to **table**.
- c. Michael Darrow, City Administrator
Sarah Skinner, Building Inspector/Zoning Administrator
Jeremiah Wendt, Public Works Director
Nick Vivian, City Attorney

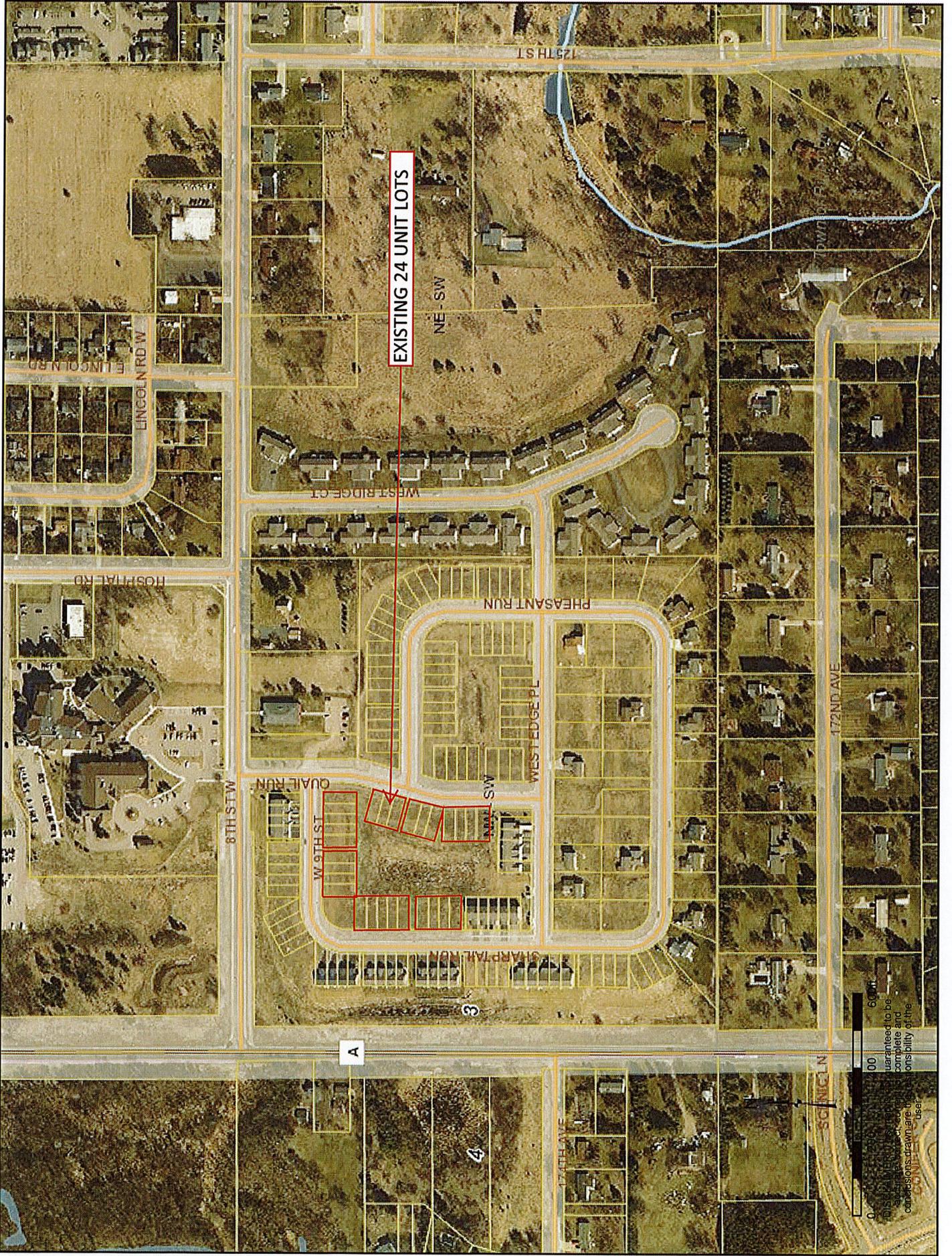
EXISTING 24 UNIT LOTS

A

3

4

0' 10' 20' 30' 40' 50' 60'
00 60m
This plan is not guaranteed to be
accurate. It is provided for complete and
concessions drawn are the responsibility of the
User.



WILLOWIND RECONFIGURATION NO. 1

LOCATED IN PART OF THE NE1/4 OF THE SW1/4 OF SECTION 7 ALL IN T27N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN, BEING LOTS 127-136 AND LOTS 151-164, WILLOWIND 1ST ADDITION.

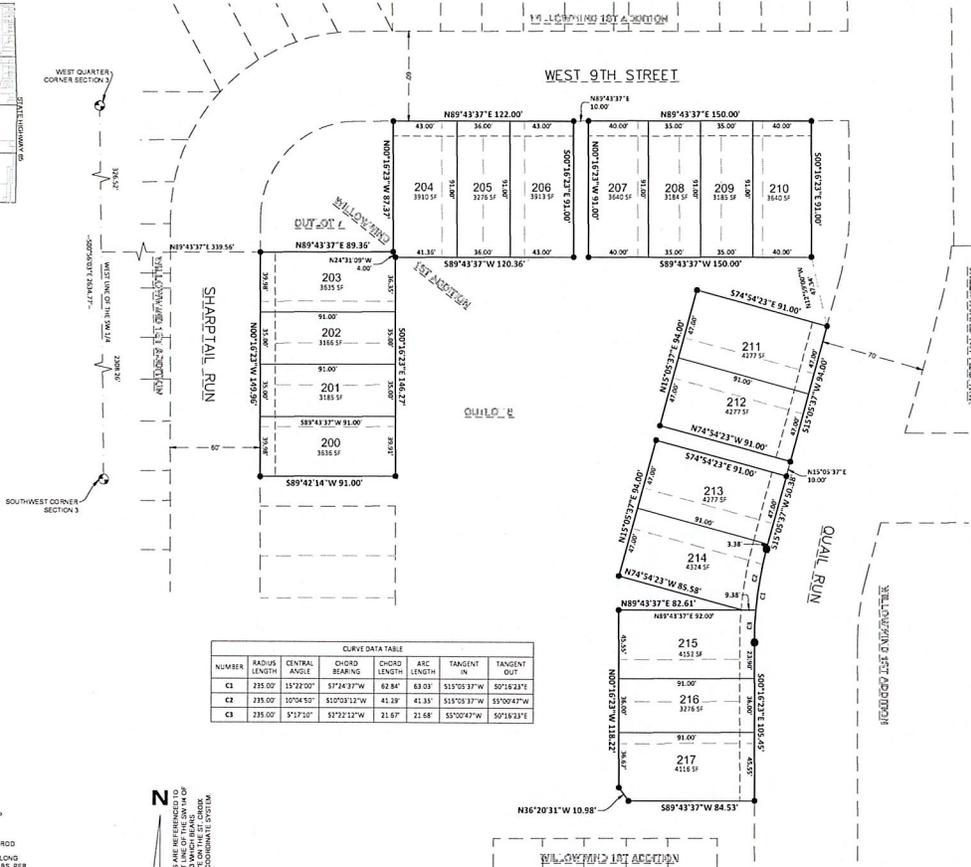
LOCATION SKETCH



WILLOWIND RECONFIGURATION NO. 1

PREPARED FOR:
SHAUN BIRD TRUST
1422 120TH STREET
NEW RICHMOND, WI 54017

PREPARED BY:
AULT CONSULTING/ASSOCIATES
2920 ENLOS STREET SUITE 101
HUDSON, WI 54018



NUMBER	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	235.00	157°22'00"	S7°14'37"W	62.84'	63.03'	S1°59'37"W	S0°18'23"E
C2	235.00	10°04'50"	S10°53'12"W	41.38'	41.35'	S1°59'37"W	S5°00'47"W
C3	235.00	5°17'10"	S1°32'12"W	21.67'	21.68'	S5°00'47"W	S0°16'31"E

LEGEND

- FOUND 3/4" ALUMINUM CAP COUNTY SECTION CORNER MONUMENT
- FOUND 3/4" DIAMETER IRON ROD
- SET 1/4" DIAMETER BY 1/2" LONG IRON BARS WEIGHING 4.173 LBS PER LINEAR FOOT
- ALL OTHER LOT CORNERS MONUMENTED WITH 1" OUTSIDE DIAMETER BY 1/2" LONG IRON PIPE WEIGHING 1.13 LBS PER LINEAR FOOT
- EXISTING 10' DRAINAGE AND UTILITY EASEMENT



CITY TREASURER CERTIFICATE

STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, BEV LANGENBACK, BEING THE DULY ELECTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF NEW RICHMOND, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF _____ AFFECTING THE LAND INCLUDED IN THE PLAT OF WILLOWIND RECONFIGURATION NO. 1.

BEV LANGENBACK _____ DATE _____
CITY TREASURER/FINANCE DIRECTOR

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, DENISE ANDERSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF ST. CROIX COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF _____ AFFECTING THE LAND INCLUDED IN THE PLAT OF WILLOWIND RECONFIGURATION NO. 1.

DENISE ANDERSON _____ DATE _____
COUNTY TREASURER

CITY COUNCIL RESOLUTION

RESOLVED, THAT THE PLAT OF WILLOWIND RECONFIGURATION NO. 1, IN THE CITY OF NEW RICHMOND, SHAUN BIRD TRUST, OWNER, IS HEREBY APPROVED BY THE CITY COUNCIL.

FRED HORNE _____ DATE _____
MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEW RICHMOND.

TANYA BATCHELOR _____ DATE _____
CITY CLERK

SURVEYOR'S CERTIFICATE

I, Ty R. Dodge, Professional Wisconsin Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of New Richmond, and under the direction of Shaun Bird Trust, owner of said land, I have surveyed, divided and mapped WILLOWIND RECONFIGURATION NO. 1, that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed, and that this plat is located in part of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27 North, Range 18 West, more particularly described as follows: Lots 127-136 and Lots 151-164, Willowind 1st Addition, City of New Richmond, St. Croix County Wisconsin, Containing 1.54 acres of land.

Dated this 12th day of February 2018

Ty R. Dodge
Ty R. Dodge
Ault Consulting & Associates
2920 Enlos Street, Suite 101
Hudson, WI 54018
715-386-2007



OWNER'S CERTIFICATE OF DEDICATION

AS OWNER(S), I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT. I (WE) ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S 236.10 OR S 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:
ST. CROIX COUNTY
CITY OF NEW RICHMOND

WITNESS THE HAND AND SEAL OF SAID OWNER THIS _____ DAY OF _____ 2018
IN PRESENCE OF _____

SHAUN BIRD, FOR SHAUN BIRD TRUST

STATE OF WISCONSIN
ST. CROIX COUNTY, SS
PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2018, THE ABOVE NAMED _____ (NOTARY SEAL)
SHAUN BIRD (FOR SHAUN BIRD TRUST) TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME
NOTARY PUBLIC, _____
WISCONSIN
MY COMMISSION EXPIRES _____

There are no objections to this plat with respect to Sess 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats as provided by s 236.12, Wis. Stats

Certified _____ 20____
Department of Administration

Office of the Register of Deeds
County, Wisconsin
Received for Record _____ 20____
at _____ o'clock _____ M on document # _____
Register of Deeds

THIS INSTRUMENT DRAFTED BY TY R. DODGE (LS NO. 6445-019) DATE 02/12/18

PROJECT: WILLOWIND RECONFIGURATION NO. 1 OVEREERING HOMES CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN		CONTRACTOR: 404 Technology Drive East, Suite 101, Menasha, WI 54951, Tel: 715-252-8490, Fax: 715-252-8492, email: ault@aultconsulting.com	OWNER: 2920 Enlos Street, Suite 101, Hudson, WI 54018, Tel: 715-381-5577, Fax: 715-381-5538, email: ty@aultconsulting.com	DRAWN BY: TRD	CITY AND STATE SUBMIT	TRD	02/12/18	
		CHECKED BY: TRD	DATE: 02/12/18	DWG FILE: 6485-019	REVISION DESCRIPTION:	NAME:	DATE:	
		REF. FILE:	CITY NUMBER: 6485-019	REVISION DESCRIPTION:	NAME:	DATE:		
		JOB NUMBER: 6485-019						

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

PLANNED UNIT DEVELOPMENT

APPLICANT: Shaun Bird

APPLICATION: Amendment of a PUD, Planned Unit Development (PUD) for the Plat of Willowind.

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

1. The legal description of the property is:

Lots 127-136 and Lots 151-164, Plat of Willowind, City of New Richmond, St. Croix County, Wisconsin.
2. The property is guided for low density residential uses by the Comprehensive Plan.
3. A PUD, Planned Unit Development District of the property was approved by the City Council on 10 November 2003, which is preserved as Section 121-9.B.10 of the Zoning Ordinance.
4. The applicant is proposing amendment of the PUD District to reconfigure the plat reducing the number of dwelling units by six (6) lots.
5. Applications for amendment 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.
6. 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.*
8. The planning report dated 28 February 2018 prepared by the City Planner, The Planning Company LLC, is incorporated herein.

- The Plan Commission opened a public hearing at their regular meeting on 6 March 2018 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 _____ 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:

- Lots 200-217 shall be subject to the following setbacks:

Public ROW	Between Bldgs.
30ft.	10ft.

- The developer shall install landscaping for each townhouse building in accordance with Table 15 of the Zoning Ordinance, subject to review and approval of the Building Inspector.
- The developer shall construct sidewalk as required by Section 117-31.A of the Subdivision Ordinance, subject to review and approval of the Public Works Director.
- All grading, drainage, and erosion control issues shall be subject to review and approval of the Building Inspector and Public Works Director.
- The developer shall be responsible for the costs to abandon one sewer and water connection for each building; abandonment of the unused utility services and all other utility issues shall be subject to review and approval of the Public Works Director.
- The developer shall execute a development contract with the City for completion of utility and sidewalk construction as required by Section 117-24 of the Subdivision Ordinance, subject to review by the City Attorney and approval of the City Council.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

ADOPTED by the City Council of the City of New Richmond this 12th day of March, 2018.

By: _____
Fred Horne, Mayor

Attest: _____
Tanya Batchelor, City Clerk

Notary Public _____ Date: _____

Commission Expires: _____

Seal

ORDINANCE #511

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

Section 1. Section 121-9.B.10 of the Zoning Ordinance (Preservation of PUD Districts) is hereby amended to read as follows:

10. Willowind, Ordinance #308 adopted 11/10/03, amended 02/12/18.

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

Passed and approved: March 12, 2018

Published and effective: March 22, 2018

CITY OF NEW RICHMOND

By: _____
Fred Horne, Mayor

ATTEST: _____
Tanya Batchelor, City Clerk



APPLICATION TO REZONE

City Ordinance Section 121-29
www.newrichmondwi.gov

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: _____

Last name: Bird First name: Shaun

Address: 1432 120th Street City/State/Zip: New Richmond WI 54017

Phone number: 715-781-0653 Email address: sbird@frontiernet.net

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)

925-953 (odd incl.) Quail Run, 1202-1238 (even incl.) W. 9th St, & 920-928 (even incl.) Sharptail Run

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

a. Zoning Map Change:

Existing Designation(s): PUD

Proposed Designation(s): PUD

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.

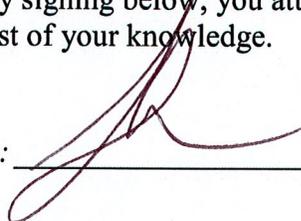
A mistake was made when the existing zoning text or map was approved.

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.
- 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.
- 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.

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:  _____

Date: 2/14/18
01/10/18

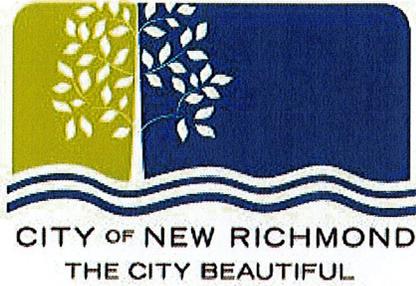
Applicant: _____

Date: _____

Fee Paid: \$250 Date: 2-14-18 Receipt # 66566

Escrow Paid: \$500 Date: 2-14-18 Receipt # _____

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.



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

FINAL PLAT APPLICATION

CITY ORDINANCE SECTION 117

www.newrichmondwi.gov

FINAL PLAT FEE: \$250.00 + \$2.00/LOT

ESCROW: \$0.00

AMENDED OR REVISED FINAL PLAT FEE: \$250

ESCROW: \$0.00

Fee should be made payable to City of New Richmond upon submittal of completed application.

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

1. Property Owner Information:

Company name: _____

Last name: Bird First name: Shaun

Address: 1432 120th Street City/State/Zip: New Richmond WI 54017

Phone number: 715-781-0653 Email address: sbird@frontiernet.net

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)

925-953 (odd incl.) Quail Run, 1202-1238 (even incl.) W. 9th St, & 920-928 (even incl.) Sharptail Run

4. Zoning Designation: Z4 with PUD 11/10/2003

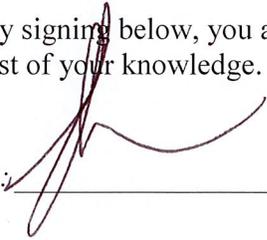
5. Changes from Preliminary Plat: Make note of any differences in property boundaries, easements, etc. from what was proposed in the Preliminary Plat application.

A group of lots platted for very narrow (28') building configuration are being replatted with a larger building design, thereby reducing the number of units.

6. Additional Required Information:

- a. **Parkland Dedication Determination:** Applications must include documentation from the Park Department indicating whether the Park Board recommends dedication of land or impact fees in lieu of land.
- b. **Legal Description and PIN:** Provide the existing Parcel Identification Number(s) and the complete legal description(s) of the property involved.
- c. **Proposed Plans:** In addition to four full size copies and one 11 x 17 copy of the plat incorporating all required modifications of the preliminary plat, a topographic survey, landscape plan, grading and drainage plan, exterior building elevation drawings, and other information may also be required if deemed necessary by the City Staff.
- d. **Written Narrative:** The written narrative should address whether the parcels affected by the proposed plat would comply with all of the applicable ordinance requirements.

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:  _____

Date: 2-14-18

Applicant: _____

Date: _____

Fee Paid: \$ 280.00 Date: 2-14-18 Receipt # 66566

18 lots 36 + 250

Final Plat applications must be received by the first Thursday of a month; applications received after this date cannot be heard at the City Council meeting later that month.



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Beth Thompson

FROM: D. Daniel Licht, AICP

DATE: 7 March 2018

RE: New Richmond – Anderson Annexation

TPC FILE: 164.02

BACKGROUND

The City has received a petition from Mr. Gregory M. Anderson to annex 22.05 acres of a 26 acre parcel owned by him located at 115th Street and 175th Avenue within Richmond Township. Annexation petitions are subject to review by the Plan Commission and approval of the City Council. A public hearing to consider the annexation petition was held by the Plan Commission at their meeting on 6 March 2016.

Exhibits:

- Site Location Map
- Petition for Annexation
- CSM
- Draft annexation ordinance

ANALYSIS

Existing Use. The property is approximately 26 acres in area and is currently undeveloped. Access to the property is provided via an existing 66 foot wide ingress/egress easement across the abutting property to the north to 115th Street. Mr. Anderson intends to build a single family dwelling upon the 22.05 acres annexed to the City. The remaining 3.95 acres is to be platted as an outlot by CSM and remain in Richmond Township. The outlot is necessary so that the annexation does not cause Vierbrock's River Valley View Addition within Richmond Township to the east of the subject site to become an island surrounded by land within the City.

Comprehensive Plan. The Comprehensive Plan guides the subject site for future low density residential uses with availability of sanitary sewer and water utilities. Construction of one single family dwelling upon the property is an appropriate interim use until such time as the property may be further subdivided and developed in accordance with the future land use plan. The annexation of the property provides for future orderly growth of planned urban uses consistent with the Comprehensive Plan.

Zoning. Annexation of the parcel is to occur by adoption of an ordinance by the City Council and recorded with the Secretary of State and St. Croix County Recorder. The annexation will be effective upon the date after the annexation ordinance is published. Section 121-36.G of the Zoning Ordinance states that properties annexed to the City are designated as Z1 District, unless otherwise approved by the City Council. The purpose of the Z1 District as stated in Section 121- 37.A of the Zoning Ordinance is to retain rural parcels in their existing state until public infrastructure is available and application is made for development by the property owner. Until such time as sanitary sewer, water utilities, and street access is extended to the property, maintaining Z1 District zoning is appropriate. The proposed single family dwelling is allowed as a permitted use within the Z1 District.

Any condition of the property that does not comply with the requirements of the Zoning Ordinance upon the effective date of annexation would be allowed to continue as a legal non-conforming condition as provided for by Chapter 121, Article IV of the Zoning Ordinance. This would include the existing condition that the property does not have frontage to a public street and that access to a public street is provided across the abutting property to the north by ingress/egress easement. Any future subdivision of the property to create one or more new lots for additional development would require provision of minimum street frontage and direct access to a public street as required by the Zoning Ordinance and Subdivision Ordinance.

Surrounding Uses. The existing and planned uses surrounding the subject site are described in the table below. The subject site is contiguous to existing properties within the City to the north. Annexation of the subject site will allow for a logical long-term expansion of urban development within the City as guided by the Comprehensive Plan.

Direction	Jurisdiction	Land Use Plan	Zoning Map	Existing Use
North	City	LD Residential	Z2 District	Undeveloped Waste Water Treatment Plant
East	Town	LD Residential	NA	Rural residential
South	Town	LD Residential	NA	Undeveloped
West	Town	LD Residential	NA	Rural residential

CSM. Mr. Anderson is proposing to annex only 22.05 acres of the 26 acre parcel to the City as explained above. However, St. Croix County will not record a subdivision of the property because the parcel does not have frontage to a public street. As such, the ordinance annexing the 22.05 acres to the City will use a meets and bounds description of only that portion of the

26 acre parcel. Mr. Anderson has submitted a CSM to subdivide the subject site into a 22.05 acre lot within the City and 3.95 acre outlot within Richmond Township to separate the parcel to the two jurisdictions accordance with the annexation. The CSM is to be approved by the City and recorded with St. Croix County.

Lot Requirements. The Z1 District requires a minimum lot area of 5 acres. Lot 3 exceeds the minimum lot area requirement of the Z1 District. Lot cover for any buildings, driveways or other improvements within Lot 3 is to be limited to 30 percent of the lot area as required by Table 4.a.2 of the Zoning Ordinance.

Setbacks. The setbacks for principal and accessory buildings within the Z1 District as required by Table 4.c and d of the Zoning Ordinance are as shown below:

- Primary front: 50ft.
- Secondary front: 50ft.
- Side: 20ft.
- Rear: 50ft.

Yards within a lot are defined based upon which lot line has the least frontage to a public street. As the subject site has no frontage to a public street, no “front” lot line can be defined. Until such time as Lot 3 is rezoned and further subdivided, we recommend that a 50 foot setback be required from all lot lines for principal and accessory buildings that may be constructed within the property.

Easements. Easements that are 10 feet wide must be dedicated at the perimeter of the proposed lot to remain within the City as required by Section 117-41 of the Subdivision Ordinance. The CSM is to be revised to indicate these drainage and utility easements. All drainage and utility easements are to be subject to review and approval of the Public Works Director.

Utilities. Lot 3 is to be served by connection to City water and sewer utilities that are located within the easement for the Waste Water Treatment Facility driveway. Extension of utilities will be subject to review and approval of the Public Works Director as part of the building permit process.

RECOMMENDATION

The petition for annexation of the Gregory M. Anderson property is consistent with the City’s Comprehensive Plan. The Development Review Committee considered the annexation petition and CSM at their meeting on February 15, 2018 and recommends approval. The Plan Commission, after conducting a public hearing, voted to recommend approval of the annexation petition and CSM subject to the conditions outlined below.

POSSIBLE ACTIONS

- A. Motion to recommend City Council **approval** of an ordinance annexing property (22.05 acres with a zoning designation of Z1) owned by Gregory M. Anderson to the City of New Richmond and approve a CSM subdividing the property between the City of New Richmond and Richmond Township as annexed, subject to the following conditions:
 - 1. A 50 foot setback shall be required from all lot lines for principal and accessory buildings that may be constructed within Lot 3 until such time the property is rezoned and further subdivided.
 - 2. Drainage and utility easements shall be dedicated within Lot 3 as required by Section 117-41 of the Subdivision Ordinance, subject to review and approval of the Public Works Director.
- B. Motion to recommend the City Council **deny** the annexation petition based on a finding that such action is not consistent with the policies of the Comprehensive Plan.
- C. Motion to **table**.
- c. Michael Darrow, City Administrator
Nick Vivian, City Attorney

ORDINANCE #512

AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF NEW RICHMOND, WISCONSIN.

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

Section 1. Territory Annexed. The following described territory presently located in the Town of Richmond is hereby annexed to the City of New Richmond.

Territory described as follows:

All that part of the Northwest Quarter of the Southeast Quarter (NW ¼ - SE ¼) and part of the Northeast Quarter of the Southeast Quarter (NE ¼ - SE ¼) of Section 4, Township 30 North, Range 18 West, described as follows:

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

026-1015-10-050**

- Commencing at the southwest Corner of said Northwest Quarter of the Southeast Quarter (NW ¼ - SE ¼) Corner of said Section 4;
- thence N.00°50'00"W., along the west line of said Northwest Quarter of the Southeast Quarter (NW ¼ - SE ¼), 300.01 feet to the point of beginning;
- thence continuing N.00°50'00"W., along said west line, 1036.17 feet to the northwest corner of said Northwest Quarter of the Southeast Quarter (NW ¼ - SE ¼);
- thence S.89°57'54"E., along the north line of said Northwest Quarter of the Southeast Quarter (NW ¼ - SE ¼), 464.49 feet to the west line of a parcel of land described in Document No. 850597 as Exhibit "B";
- thence southerly 96.34 feet along the arc of a curve of the west line of said Exhibit "B", said curve being concave to the northwest, having a radius of 628.30 feet, a central angle of 08°47'08" and a long chord which bears S.27°21'04"W., 96.25 feet;
- thence S.58°52'47"E., along the southwesterly line of said Exhibit "B" and along the southwesterly line of a parcel of land described in Document No. 850597 as Exhibit "A", 618.07 feet;
- thence S.89°01'01"E., along the south line of said Exhibit "A", 687.02 feet to the beginning of a line meandering the westerly side of the WILLOW RIVER;
- thence S.69°24'59"W., along said meander line, 1255.31 feet;
- thence S.08°49'37"W., along said meander line, 177.09 feet to the end of said meander line;
- thence S.89°37'34"W., 418.89 feet to the point of beginning.

Including all lands lying between said meander line and the thread of the WILLOW RIVER. Said lands containing approximately 22.05 acres. (Owned by Greg Anderson)

Section 2. Effect of Annexation. From and after the date of this ordinance the territory described in Section 1 shall be a part of the City of New Richmond, for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of New Richmond.

Section 3. Zoning Classification. (a) Upon recommendation to the City Council of the City of New Richmond the territory described above, annexed to the City of New Richmond by this ordinance is designated as Z1 Agriculture/Preservation District.

Section 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby designated as part of Ward 3, Aldermanic District 2, of the City of New Richmond.

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

I, Tanya Batchelor, Clerk of the City of New Richmond, Wisconsin, do hereby certify that the foregoing is a correct copy of an Ordinance introduced at a regular meeting of the Common Council of the City of New Richmond on March 12, 2018 adopted by more than two-thirds vote, and recorded in the minutes of said meeting.

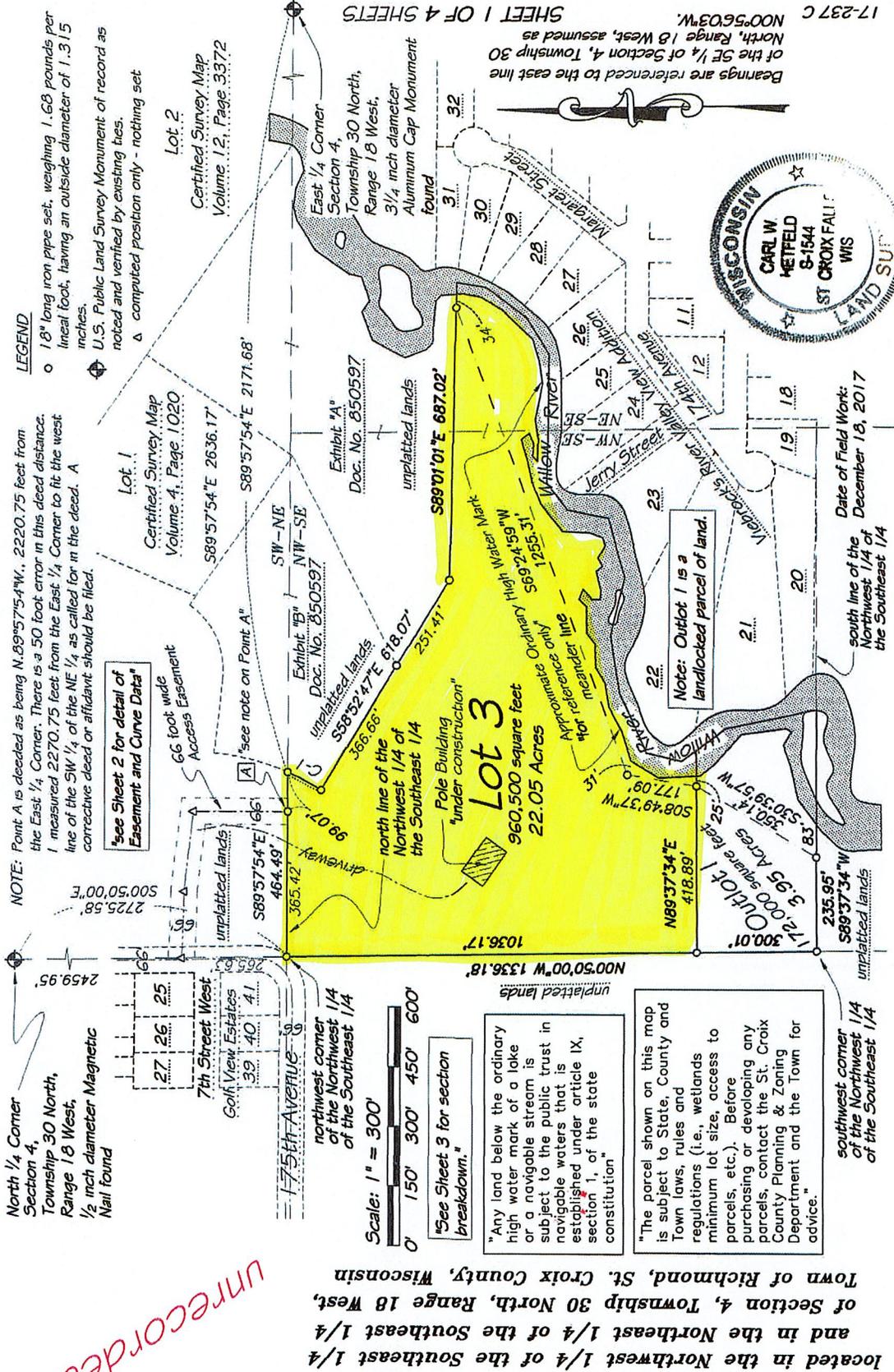
Passed and approved: March 12, 2018
Published and effective: March 22, 2018

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk

Annexation Area



LEGEND

- 1.8" long iron pipe set, weighing 1.68 pounds per lineal foot, having an outside diameter of 1.315 inches.
- ⊕ U.S. Public Land Survey Monument of record as noted and verified by existing ties.
- △ computed position only - nothing set.

NOTE: Point A is decided as being N.89°57'54"W., 2220.75 feet from the East 1/4 Corner. There is a 50 foot error in this deed distance. I measured 2270.75 feet from the East 1/4 Corner to fit the west line of the SW 1/4 of the NE 1/4, as called for in the deed. A corrective deed or affidavit should be filed.

"See Sheet 2 for detail of Easement and Curve Data"

"See Sheet 3 for section breakdown."

"Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution"

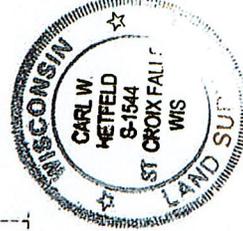
"The parcel shown on this map is subject to State, County and town laws, rules and regulations (i.e., wetlands minimum lot size, access to parcels, etc.). Before purchasing or developing any parcels, contact the St. Croix County Planning & Zoning Department and the Town for advice."

Note: Outlot 1 is a landlocked parcel of land.

south line of the Northwest 1/4 of the Southeast 1/4

located in the Northwest 1/4 of the Southeast 1/4 and in the Northeast 1/4 of the Southeast 1/4 of Section 4, Township 30 North, Range 18 West, Town of Richmond, St. Croix County, Wisconsin

unrecorded



Beannings are referenced to the east line of the SE 1/4 of Section 4, Township 30 North, Range 18 West, assumed as N00°56'03"W.

SHEET 1 OF 4 SHEETS

Date of Field Work: December 18, 2017

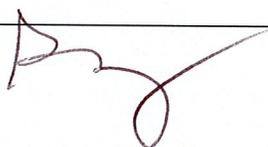


PETITION FOR ANNEXATION

PURSUANT TO SECTION 66.0217(2) WISCONSIN STATUTES WHERE NO ELECTORS RESIDE IN TERRITORY

We, the undersigned, constituting all of the owners of the real property, and all of the electors residing in, the following territory of the town(s) of RICHMOND, St. Croix County, Wisconsin, lying contiguous to the City of New Richmond to annex the territory described below and shown on the attached scale map to the City of New Richmond, St. Croix, Wisconsin: (Please attach description)

We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

Signature of Petitioners	Date	Owner/Elector	Parcel Number
1 	17 January 2018	Gregory M. Anderson	026-1015-10-050 04-30-18-510-05

ADDITIONAL INFORMATION NEEDED

Approximate Value: Land \$ 61,900 Improvements \$ 0

Tax ID 026-1015-10-050 Annual Town Property Taxes \$ 1056

Number of Electors 1

Present Land Use: Undeveloped 100 % Commercial _____ % Industrial _____ %
Residential _____ % Recreational % _____

Anticipated Land Use: Commercial _____ % Industrial _____ %
Residential 100 % Recreational _____ %

Nature of land use adjacent to this property:

In the City? yes

In the Town? yes

Application must be submitted to the Clerk at least four weeks prior to the Plan Commission meeting. Application must include a metes and bounds description of the property to be annexed and a scale map of the area.



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: March 7, 2018
RE: Rescind CSM Approval for Lots North of LWT

Background

On September 11, 2017, the City Council approved a Certified Survey Map for two lots on the south side of West Richmond Way and north of LWT. The CSM was not recorded as we were waiting for an easement agreement with Dr. Bernard. This project is no longer going to be completed.

Recommendation

Staff is recommending action to rescind approval of the Certified Survey Map for the two lots on the south side of West Richmond Way and north of LWT.

CERTIFIED SURVEY MAP

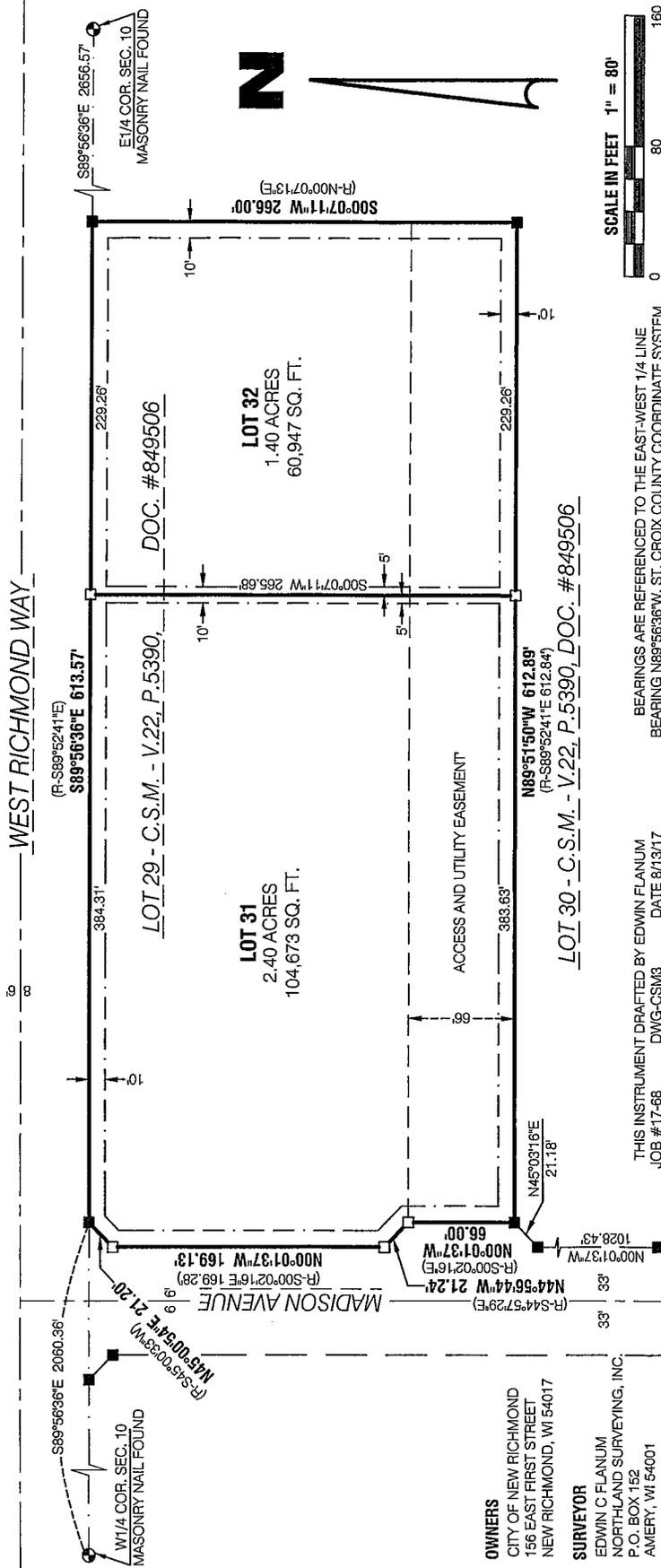
LOCATED IN PART OF THE NE1/4 OF THE SW1/4 OF SECTION 10, T30N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN; BEING LOT 29 OF CERTIFIED SURVEY MAP RECORDED IN VOLUME 22, PAGE 5390, DOCUMENT NUMBER 849506.

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

- 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-xxxxx) PREVIOUSLY RECORDED DATA
 - UTILITY EASEMENT (WIDTH AS SHOWN)





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

TO: Mayor and City Council Members

FROM: Beth Thompson, Community Development Director

DATE: March 7, 2018

RE: Development Agreement – Shaun Bird

Background

Shaun Bird has acquired Lots 127-136 and Lots 151-164 of the Willowind plat that were approved as a Planned Unit Development (PUD) plat on November 10, 2003 for construction of 24 townhouse dwellings within six buildings. Each of the townhouse dwellings is located on one unit lot underlying the structure with common area surrounding each building platted as Outlots 7 and 8. Mr. Bird is intending to construct a larger floor plan for the individual townhouse dwellings than can be accommodated by the existing lots. The plat revision will eliminate six of the originally platted lots. The PUD amendment and plat revision was approved by the Plan Commission at the March 6, 2018 meeting.

The elimination of six lots will effect the current water and sewer connections. Utilities for each of the existing lots was installed within the right-of-way at the front of each dwelling unit. The proposed plat revisions resulting in removal of one unit lot from each building will require the one unused sanitary sewer and water connection be abandoned. Abandonment of the unused utility connections will be completed by the Utility Department with all costs paid by the developer, which is stated in the development agreement. The need for sidewalks is also addressed in the development agreement.

Recommendation

City staff is recommending approval of the Development Agreement with Shaun Bird for the Willowind Subdivision.

**DEVELOPMENT AGREEMENT
WILLOWIND FIRST ADDITION
CITY OF NEW RICHMOND**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2018, by and between the **CITY OF NEW RICHMOND**, a municipal corporation organized under the laws of the State of Wisconsin (“City”) and **SHAUN BIRD**, an individual, and his successors and assigns (“Developer”).

RECITALS

WHEREAS, Developer is the owner of certain land located within City limits legally described on the attached **Exhibit A** (the “Property”); and

WHEREAS, Developer desires to commence with the development of the Property and is required to construct certain public infrastructure as required by the City, and pay to the City its costs associated with abandoning certain unused water service originally extended to serve the Property; and

WHEREAS, the City will allow for the commencement of development of the Property on the condition that the Developer enter into this Agreement stipulating the conditions for the installation of certain public improvements and payment to the City of its costs to abandon certain water service, all in accordance with the terms and conditions as stated 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. Definitions. As used in this Agreement, the following terms shall have the meanings given.

“Agreement” means this Development Agreement by and between the City and Developer, as the same may from time to time be mutually modified, amended, or supplemented in writing.

“City” means the City of New Richmond and any agencies thereof.

“Common Council” or “Council” means the New Richmond Common Council.

“Construction Plans” means all plans, specifications, drawings and related documents describing all construction work and improvements to be performed, installed or constructed by Developer upon the Property pursuant to this Agreement.

“County” means St. Croix County, Wisconsin.

“Improvements” means all access, utility, and site-related improvements to be installed and constructed on the Property in conformity with the Construction Plans.

“Party” means the City of New Richmond or the Developer individually; “Parties” means City of New Richmond and the Developer collectively.

“Plat” means the plat map attached as **Exhibit B**.

“Property” means the real property described on the attached **Exhibit A**.

“Project” means the development and construction on the Property by Developer of the Improvements pursuant to the terms of this Agreement.

“Site Plan” means the schematic depiction of the Project attached as **Exhibit C** subject to modification approved by the City.

“State” means the State of Wisconsin.

“Unavoidable Delays” means delays, outside the control of the Party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, usually severe or prolonged bad weather, acts of God, fire or other casualty to the Improvements, litigation, or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly resulting in delays, or acts or requirements of any federal, state or local governmental unit (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.

2. Approval of Plat; Conditions of Development Approval. The City hereby approves the Plat attached as **Exhibit B**. The City hereby approves the Development on the following conditions: (i) Developer enter into this Agreement in accordance with Wisconsin Statute §236.13, (ii) Developer shall submit a security deposit in the amount of \$18,750.00 to the City; (iii) the Development Agreement be recorded with the St. Croix County Register of Deeds within thirty (30) days of execution of the Agreement, and (iv) the Developer shall cooperate with the City in recording the Agreement and all required additional documents and providing assurance that the Agreement and all required documents have been properly and timely recorded.

3. Right to Proceed. The Developer may not grade or otherwise disturb the earth, construct streets, utilities, public or private improvements, or any buildings or structures until all the following conditions have been satisfied: (i) 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; (ii) the necessary security has been received by the City; (iii) this Agreement has been recorded with the St. Croix County Register of Deeds; (iv) the Developer has designated a project manager for the Development; and (v) Developer has fully complied with all conditions set forth by City staff.

4. Zoning, Use, and Permits. The parties agree and acknowledge the Property is properly zoned and classified for Developer’s desired use. Developer must use the Property according to this Agreement. Developer shall comply with all applicable federal, state, and local

laws and regulations relative to Developer's use of hazardous materials. Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional and local jurisdictions prior to the commencement of construction. Prior to any work beginning in public right-of-way, Developer shall obtain all appropriate permits from the County and/or the City. Developer shall construct and install all Improvements and provide all Construction Plans and any other documents in accordance with the provisions of this Agreement and the City's Code of Ordinances.

5. Development Plans. The Property shall be developed in accordance with the plans reviewed and approved by the City subject to such changes and modifications as provided in this Agreement. Developer shall provide all staking, surveying, and material testing for the Improvements to ensure the completed Improvements conform to the approved plans and specifications. The City will provide for overview inspection and shall be notified of all tests to be performed and will be provided with copies of all test results. Any additional testing and inspection that is required by the City shall be provided by the Developer at the Developer's expense.

6. Public Improvements. The Developer shall install all sidewalks as shown on the attached **Exhibit D**. The City shall reimburse Developer for the cost of sidewalks adjacent to Lots 147, 148, 149, 150, Outlot 7, and Outlot 8, and assess these costs to the adjacent property owners. Developer shall incur all costs for installation of the remainder of the said walks as shown in **Exhibit D**. Said public improvements shall be installed in accordance with City standards, Chapter 117 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.

7. Abandonment of Unused Water Service. The City has extended water service to the Property pursuant to the original plat. Developer has reconfigured the plat as shown on the Attached **Exhibit B** and the Property will be developed accordingly. Upon completion of construction, Developer shall notify the City in writing which water extensions were connected to the Improvements and which water extensions were not connected or used by the Developer. Upon receipt of written notification by Developer, the City will abandon the unused water service. Upon completion of the City's work to abandon the unused water service, the City will bill back to the Developer all fees, costs, and expenses related to abandoning the unused water service and Developer will pay this amount.

8. Contractors/Subcontractors. City Council members, City employees, and City Plan Commission members, and corporations, partnerships and other entities in which such individuals having 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 above.

9. Time of Performance. Developer shall install all listed improvements by November 1, 2018. Developer may request an extension of time from the City to be submitted in writing to the

City Clerk. 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. 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, an 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 may occur 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, additional erosion control requirements 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. 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.

13. Dedication of Public Improvements. Subject to all other provisions of this Agreement, upon completion and City acceptance of the work and construction required by this Agreement, Developer shall, without charge to the City, unconditionally give, grant, convey title and fully dedicate the public improvements lying within public rights-of-way and easements to the City, in fee simple, free and clear of all monetary encumbrances, together with, including without limitation, all lands upon which they stand, and all structures, mains, conduits, pipes, lines, machinery, equipment, and appurtenances which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication and acceptance thereof by the City, said public improvements shall thereafter be under the jurisdiction of and subject to inspection by the City Engineer or its representatives, and the City shall have the right to connect or integrate other sewer or water facilities as the City decides, with no payment or award to, or consent required of Developer.

14. Security for Completion of Public Improvements. To ensure compliance with the terms of this Agreement, and construction of all public improvements, Developer shall furnish

the City with a cash escrow or an irrevocable, unconditional Letter of Credit in the amount of 125% of the estimated cost of the public improvements. The estimate for the completion of the public improvements is \$14,444.00 (\$8,444 for the sidewalks (\$20/lineal foot x 422 lineal feet) and \$6,000 for the utility abandonment (\$1,000 per location)). Accordingly, Developer shall submit an amount of not less than \$18,055.00 (the "Security"). If Developer provides the Security in the form of a Letter of Credit, the Letter of Credit shall be in the form, and from a recognized financial institution acceptable to the City. The Security shall be submitted to the City prior to execution of the Agreement. Additionally, 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.

15. Warranty. Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one year after its completion and acceptance by the City or such longer period as specified in plans and specifications prepared by the City Engineer for Developer Improvements that are public improvements.

16. Claims. 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 Security in an amount up to one hundred twenty-five percent (125%) of the claim 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, Developer 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.

17. Responsibility for Costs. Developer agrees to pay the fees and costs equal to the actual technical, planning, and administrative review and process costs of the City and its consultants, and the publication costs that are associated with performing necessary reviews and approval services relating to the CSM of plat reviews, Site Plans, and this Agreement.

- (a) Legal Fees. Developer agrees to pay all of the City's legal fees and costs incurred in relation to the development of the Property, whether performed by the City Attorney or his designee, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, the negotiation and drafting of this Agreement, all legal research, the drafting of any related documents, including ordinances, as well as any time incurred in the various and miscellaneous involvements which have been or are required during the development processes.

- (b) Engineering. Developer agrees to pay all of the City engineering fees and costs incurred in relation to the approval of this Project, whether provided by the City Engineer, a staff engineer or technician or designated employee or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of the Project.
- (c) Planning. Developer agrees to pay all of the City's planning fees and costs incurred in relation to the approval of this Project, whether provided by staff, technicians, designated employees, or by a consultant, including, but not limited to, the review of all documents, plans, and plats submitted by Developer, and oversight of the Project.
- (d) Inspection Fees and Costs. Developer agrees to reimburse the City for the costs of inspection and related services provided by the City or by a consultant on the basis of all such services rendered. The inspector of the improvements on behalf of the City shall be chosen by the City. In the event that the inspector chosen by the City for site inspection during the improvement construction phase is someone other than an employee of the City, the City Engineer may require involvement by his firm in oversight of those inspection processes from time to time as deemed necessary.

18. Indemnification. Developer shall indemnify and hold the City harmless against and from any and all liabilities, costs, and expenses incurred by the City which may in any manner result from or arise in the course of, out of, or as a result of the negligence of Developer, its agents, successors, assigns, contractors or employees in connection the construction of the public improvements to be dedicated to the City pursuant to this Agreement. Further, 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 plat or subdivision approval and development of the Property, except for any costs or expenses arising from the negligence or other wrongful acts or omissions of the City, it's agents, employees or contractors. Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

19. Default. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by Developer or the City to comply with or meet any one of the provisions of this Agreement.
- (b) Failure by Developer or the City to substantially observe or perform any material covenant, condition, obligation, or Agreement on its part to be observed or performed under this Agreement.
- (c) Failure by either party to pay any monetary obligation required by this Agreement.

20. Remedies on Default.

- (a) Upon the occurrence of an Event of Default for any reason, the non-defaulting party shall give written notice of the default to the defaulting Party. If the Event of Default is not cured or waived, or the period for cure extended, within thirty (30) days of said notice, then the non-defaulting party shall have all rights available at law including the filing of a lawsuit to compel performance by, or to obtain a money judgment against, the defaulting party. The prevailing party to such an action shall be entitled to an award of its costs, expenses and reasonable attorney's fees.
- (b) If the Event of Default is the failure to pay or reimburse expenses or monies due under the terms of this Agreement, then the amount claimed shall bear interest at a rate of 12% per annum, until paid in full (unless later agreed or adjudicated not to have been due and owing) from the date of the period to cure expires.
- (c) In the event of default by the Developer as to any of the work to be performed by it under this Agreement, the City may, at its option, perform the work and draw down the Security 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.

No remedy in this Agreement conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

21. Miscellaneous.

- (a) Clean-up and Property Maintenance. Developer shall be responsible for cleaning up any debris resulting from construction of Improvements by Developer, its contractors, and subcontractors. Developer, through its employees, contractors or agents, agrees to maintain and keep the Property, landscaping, parking lots and other site improvements in a safe, well-kept manner. Developer shall exercise reasonable care to prevent trash, garbage, litter, or other refuse from accumulating on the Property.

- (b) Compliance with Code of Ordinances. This Agreement and all work and improvements required by this Agreement shall be performed and carried out in strict compliance with and subject to the provision of the City's Code of Ordinances.
- (c) Restrictions on Use. Developer agrees it shall devote, develop and use the Property in accordance with the uses specified in the Covenants and this Agreement. This restriction shall lapse automatically if at any subsequent time, the recorded Covenants lapse, expire, or are otherwise lawfully terminated. The benefits and burdens of this Agreement shall be deemed covenants which run with the land and shall be binding on the successors and assigns of Developer.
- (d) Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Development Project only if a full disclosure is made to the Common Council, and the business relation does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount which may become due to Developer or successor, or on any obligation under the terms of this Agreement.
- (e) Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered when mailed by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the addresses below, or at such other addresses with respect to either such party as that party may, from time to time, designate in writing.

If to Developer: Shaun Bird
 1432 120th Street
 New Richmond, WI 54017

If to City: City of New Richmond
 c/o Michael Darrow, City Administrator
 156 East First Street
 New Richmond, WI 54017

With copy to: Nicholas J. Vivian
Eckberg Lammers, P.C.
430 Second Street
Hudson, WI 54016

- (f) Entire Agreement. The entire agreement of the parties has been set forth in this Agreement and there are no representations, warranties or agreements between the parties except as set forth in this Agreement. Developer agrees that the City, its agents and employees, shall not be liable for any representations, warranties or agreements not contained in this Agreement and that if any such representations, warranties or agreements have been made, they are wholly unauthorized and not binding upon the City. Developer expressly waives any claims for damages or for rescission because of any representations, warranties or agreements made by the City, its agents or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.
- (g) Modifications in Writing. Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the Party against whom such enforcement of the change, waiver, discharge or termination is sought.
- (h) Binding Effect and Assignment. This Agreement shall continue to bind and inure to the benefit of the Parties and their respective representatives, heirs, successors and assigns.
- (i) Severability of Provisions. It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.
- (j) Governing Law. This Agreement and its construction, interpretations, and enforcement and the rights of the Parties shall be determine under, governed by and construed in accordance with the internal laws of the State of Wisconsin, without regard to principles of conflict of law. Each of the Parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.
- (k) Waiver of Jury Trial. The Parties jointly and severally **WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY** with regard to any actions, claims, disputes or proceedings arising out of or in connection with this Agreement. Each of the parties represents that **THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN**.
- (l) Additional Representations. Each Party acknowledges and agrees they (i) have been given a full and fair opportunity to discuss and negotiate the terms of this

Agreement, (ii) understand and fully agree with the provisions of this Agreement, (iii) have carefully read this Agreement; (iv) a copy of this Agreement was available to them prior to the execution thereof; (v) have been given adequate time in which to execute the Agreement; (vi) know and understand the provisions of this Agreement; and (vi) have signed this Agreement knowingly and voluntarily.

- (m) Legal Advice. Each of the Parties acknowledges and agrees neither the City nor its attorney has rendered any legal advice to Developer with respect to this Agreement.
- (n) Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
- (o) Further Acts. Each Party to this Agreement agrees to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.
- (p) Headings. The headings in this Agreement are included for convenience and reference only and should not be construed a part of this Agreement for any other purpose.
- (q) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and facsimile signatures shall be treated as originals; however, in no event shall the Agreement be deemed fully executed without the signatures of all Parties.

[Remainder of page intentionally left blank.
Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY:

CITY OF NEW RICHMOND

By: Frederick Horne
Its: Mayor

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

Personally came before me this _____ day of _____, 2018 the above named Frederick Horne, Mayor of the City of New Richmond, and executed the foregoing instrument and acknowledged the same on behalf of the City.

Notary Public
My Commission expires: _____

By: Tanya Batchelor
Its: Clerk

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

Personally came before me this _____ day of _____, 2018 the above named Tanya Batchelor, Clerk of the City of New Richmond, and executed the foregoing instrument and acknowledged the same on behalf of the City.

Notary Public
My Commission expires: _____

DEVELOPER:

SHAUN BIRD

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

Personally came before me this ____ day of _____, 2018 the above named Shaun Bird, an individual, and executed the foregoing instrument and acknowledged the same.

Notary Public
My Commission expires: _____

THIS INSTRUMENT DRAFTED BY:

Nicholas J. Vivian
Eckberg Lammers, P.C.
430 Second Street
Hudson, Wisconsin 54016

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT B

PLAT MAP

WILLOWIND RECONFIGURATION NO. 1

LOCATED IN PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 7 ALL IN T27N, R18W, CITY OF NEW RICHMOND, ST. CROIX COUNTY, WISCONSIN, BEING LOTS 127-128 AND LOTS 151-164, WILLOW WIND 1ST ADDITION

LOT	AREA (AC)	AREA (SQ FT)	PERCENTAGE	REMARKS
127	0.25	17,424	0.25%	
128	0.25	17,424	0.25%	
151	0.25	17,424	0.25%	
152	0.25	17,424	0.25%	
153	0.25	17,424	0.25%	
154	0.25	17,424	0.25%	
155	0.25	17,424	0.25%	
156	0.25	17,424	0.25%	
157	0.25	17,424	0.25%	
158	0.25	17,424	0.25%	
159	0.25	17,424	0.25%	
160	0.25	17,424	0.25%	
161	0.25	17,424	0.25%	
162	0.25	17,424	0.25%	
163	0.25	17,424	0.25%	
164	0.25	17,424	0.25%	

LEGEND

- 1. EASEMENT
- 2. ENCROACHMENT
- 3. EASEMENT TO BE DELETED
- 4. EASEMENT TO BE ADDED
- 5. EASEMENT TO BE MODIFIED
- 6. EASEMENT TO BE REVERSED
- 7. EASEMENT TO BE TRANSFERRED
- 8. EASEMENT TO BE SPLIT
- 9. EASEMENT TO BE COMBINED
- 10. EASEMENT TO BE EXTENDED
- 11. EASEMENT TO BE SHORTENED
- 12. EASEMENT TO BE WIDENED
- 13. EASEMENT TO BE NARROWED
- 14. EASEMENT TO BE DELETED AND REVERSED
- 15. EASEMENT TO BE DELETED AND EXTENDED
- 16. EASEMENT TO BE DELETED AND SHORTENED
- 17. EASEMENT TO BE DELETED AND WIDENED
- 18. EASEMENT TO BE DELETED AND NARROWED
- 19. EASEMENT TO BE DELETED AND COMBINED
- 20. EASEMENT TO BE DELETED AND SPLIT
- 21. EASEMENT TO BE DELETED AND COMBINED AND SPLIT
- 22. EASEMENT TO BE DELETED AND COMBINED AND SHORTENED
- 23. EASEMENT TO BE DELETED AND COMBINED AND WIDENED
- 24. EASEMENT TO BE DELETED AND COMBINED AND NARROWED
- 25. EASEMENT TO BE DELETED AND COMBINED AND EXTENDED
- 26. EASEMENT TO BE DELETED AND COMBINED AND SHORTENED AND WIDENED
- 27. EASEMENT TO BE DELETED AND COMBINED AND SHORTENED AND NARROWED
- 28. EASEMENT TO BE DELETED AND COMBINED AND EXTENDED AND WIDENED
- 29. EASEMENT TO BE DELETED AND COMBINED AND EXTENDED AND NARROWED
- 30. EASEMENT TO BE DELETED AND COMBINED AND SHORTENED AND WIDENED AND NARROWED

CITY TREASURER CERTIFICATE

STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, DAVID M. BROWN, being the duly elected, qualified and acting City Treasurer of the City of New Richmond, Wisconsin, do hereby certify that the foregoing plat of the Willow Wind 1st Addition, as shown and described therein, is a true and correct copy of the original instruments on file in my office, and that the same are in full compliance with the laws of the State of Wisconsin.

WITNESSED MY HAND AND SEAL OF OFFICE, this 15th day of April, 2018.

DAVID M. BROWN
CITY TREASURER

CITY COUNCIL RESOLUTION

STATE OF WISCONSIN
COUNTY OF ST. CROIX

BEFORE ME, this 15th day of April, 2018, I, DAVID M. BROWN, being the duly elected, qualified and acting City Treasurer of the City of New Richmond, Wisconsin, do hereby certify that the foregoing plat of the Willow Wind 1st Addition, as shown and described therein, is a true and correct copy of the original instruments on file in my office, and that the same are in full compliance with the laws of the State of Wisconsin.

WITNESSED MY HAND AND SEAL OF OFFICE, this 15th day of April, 2018.

DAVID M. BROWN
CITY TREASURER

NOTARIAL PUBLIC CERTIFICATE

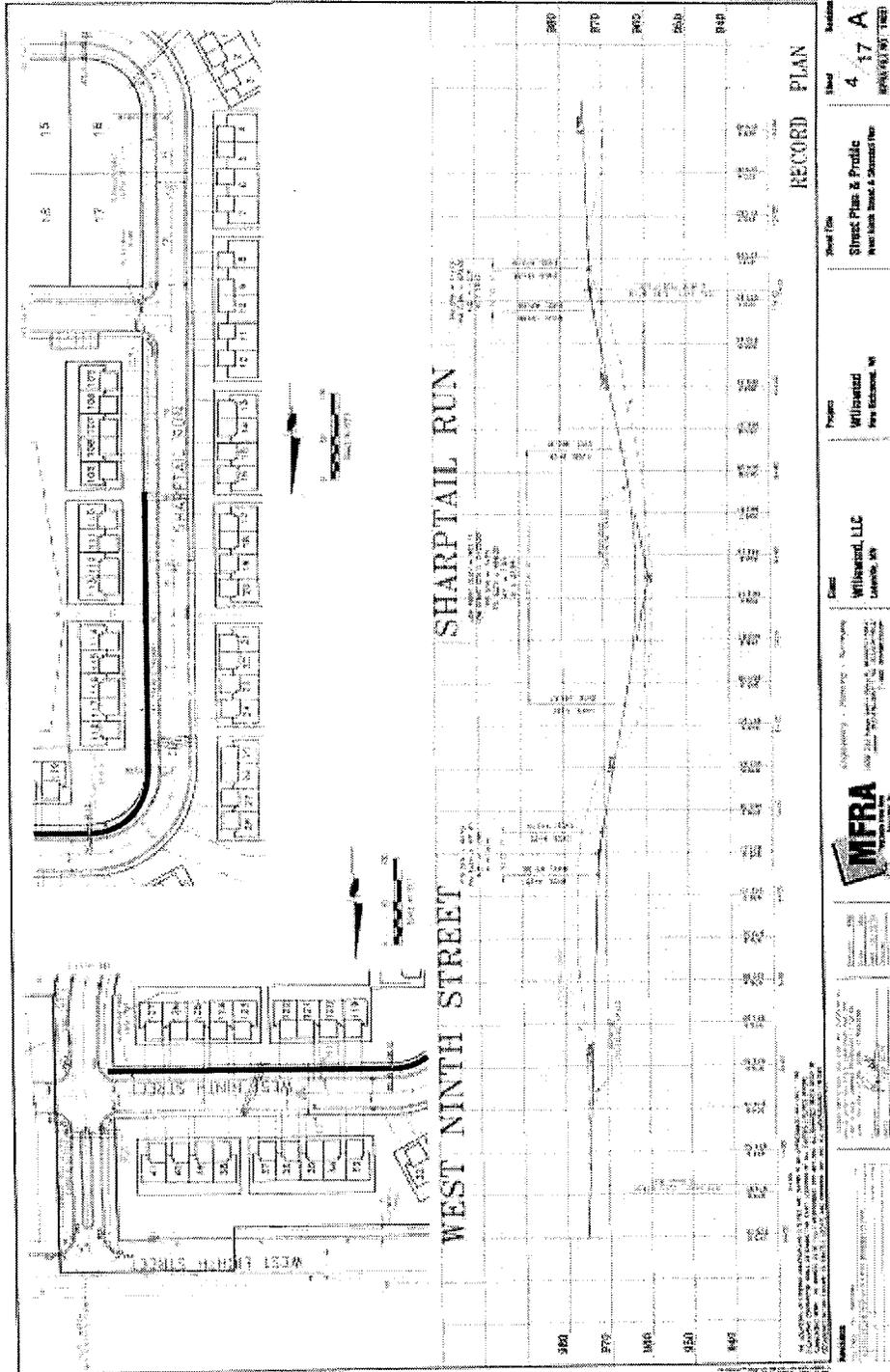
I, DAVID M. BROWN, Notary Public in and for the State of Wisconsin, do hereby certify that the foregoing plat of the Willow Wind 1st Addition, as shown and described therein, is a true and correct copy of the original instruments on file in my office, and that the same are in full compliance with the laws of the State of Wisconsin.

WITNESSED MY HAND AND SEAL OF OFFICE, this 15th day of April, 2018.

DAVID M. BROWN
NOTARIAL PUBLIC

EXHIBIT D

SIDEWALKS TO BE INSTALLED





TO: Mayor Fred Horne and City Council

FROM: Rae Ann Ailts, Finance Director
Bev Langenback, City Treasurer

DATE: March 9, 2018

RE: Resolution #031801 - 2017 Amended Budget

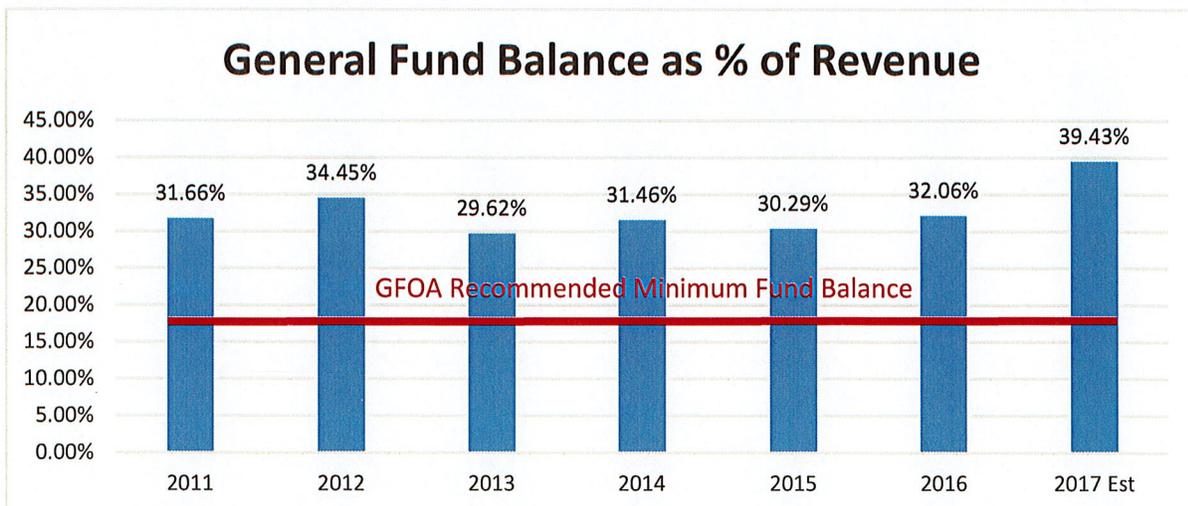
BACKGROUND

The City of New Richmond has recently completed the financial review, reconciliation and corresponding entries for the General Fund, Special Revenue and Enterprise funds for 2017. In accordance with the City’s fiscal policy and audit requirements, the City Council must approve budget adjustments and carry forward balances and assigned balances to proceed with the FY2017 audit.

2017 GENERAL FUND

The General Fund will have a **favorable** increase to fund balance for the year of **\$830,978**. The fund balance increase is due to revenue exceeding budget by 14.05% or \$878,840. Increased revenue is driven by the sale of property in the business and Technical Park (\$457,380), insurance recoveries from hailstorm damage (\$343,789) and increased building permit and inspection fees collected (\$217,758). Additionally, through the fiscal diligence of leadership and staff, expenditures remain in line with budget, with only a minor variance of 0.20% or \$16,672. This slight increase in expenditures is due to one-time expenses associated with a palpable assessment error and unbudgeted retirement.

The 2017 General Fund balance, as a percentage of revenues, is projected to be **39.39%**, an increase of 7.33% from prior year. The general fund balance as a percentage of revenue is an important financial measurement used by credit rating agencies, such as Moody’s, as it serves



as an indicator of the City’s liquidity. Having appropriate reserves on hand assures rating agencies that there are sufficient funds on hand to repay debt obligations. The Government Finance Officers Association recommends a minimum of 2 months of revenue or expenditures on hand, which equate to 17% for the City. The City has also established a target fund balance of at least 25%, in which the City has historically met or exceeded.

Upon completion of the audit, the 4th Quarter 2017 financial report will be given during the April Council meeting. In order to proceed with the audit, staff is recommending approval of the attached Resolution #031801 amending the 2017 Budget as outlined. Below is a summary of the General Fund revenue and expenditures and fund balance impact. The attached “Approval of Transfers from the General Fund” and Resolution #031801 detail variances and adjustments to the budget.

- General Fund 2017 Budget Summary
 - Actual Revenues: \$ 7,136,009.99
 - Actual Expenditures: \$(6,305,031.21)
 - Increase to Fund Balance: \$ 830,978.78

- 2017 Fund Balances Carried Forward to 2018 \$ 375,929.72
 - Police Donations \$ 8,659.57
 - Parks Donations \$ 2,982.56
 - Networking \$ 27,000.00
 - Airport Projects \$ 40,000.00
 - Insurance Proceeds \$284,787.59
 - CESA Grant \$ 12,500.00

- 2017 Assigned Fund Balances \$ 67,610.94
 - Fire Dept – Future Outlay \$ 10,560.55
 - Future Retirements \$ 42,050.39
 - Sustainability Fund \$ 15,000.00

RECOMMENDATION

Staff recommends approval to adopt the Amended 2017 budget, carry forward and assigned funds, as presented and attached, resulting in the following:

- Resolution #031801 approving the Amended 2017 budget
- Carry forward of restricted fund balance to 2018 in the amount of \$375,929.72
- Assigned fund balance in the amount of \$67,610.94

**APPROVAL OF TRANSFERS FROM THE GENERAL FUND
FOR OVERDRAWN EXPENDITURES**

GENERAL EXCESS REVENUES

Taxes	13,340.08		
Special Assessments	4,299.86		
Intergovernmental Revenues	14,671.32		
Regulation & Compliance	223,149.30		
Public Charges for Services	15,423.82		
Misc Revenues	839,225.85		
Other Financing	(231,270.00)		
		\$	878,840.23

REVENUES - EXCESS (UNDER) BUDGET **\$ 878,840.23**

EXPENDITURES

General Government	(35,795.14)		
Public Safety	(55,316.64)		
Public Works	14,470.66		
Health & Human Services	1,618.10		
Culture, Rec & Education	52,293.08		
Conservation & Development	5,846.92		
Other Financing Uses (Trsfers to other funds)	148.98		
Outlay	62.85		
		\$	(16,671.19)

EXPENDITURES - UNDER (OVER) BUDGET **\$ (16,671.19)**

ACTUAL REVENUES (ADDITION TO FUND BALANCE)	7,136,009.99
ACTUAL EXPENDITURES (SUBTRACTION TO FUND BALANCE)	(6,305,031.21)
INCREASE (REDUCTION) TO FUND BALANCE	\$ 830,978.78

2017 FUND BALANCES CARRIED FORWARD TO 2018

POLICE - CHILD SAFETY FUNDING (DONATIONS)	3,456.96
POLICE - COMMUNITY PROGRAMS (DONATIONS)	3,414.90
POLICE - SAFETY FAIR/BIKE RODEO (DONATIONS)	1,787.71
PARKS - HEALTH HATFIELD HABITAT (DONATIONS)	482.56
PARKS - TRAIL/BIKE ROUTE SIGNAGE (DONATIONS)	2,500.00
NETWORKING / COMPUTERS	27,000.00
AIRPORT PROJECTS	40,000.00
INSURANCE - HAIL DAMAGE VEHICLES	36,370.00
INSURANCE - HAIL DAMAGE BLDGS	248,417.59
INSURANCE - CESA GRANT	12,500.00
BALANCE TO BE CARRIED FORWARD	\$ 375,929.72

2017 ASSIGNED FUND BALANCES

"FUTURE OUTLAY" - FIRE DEPT	83.70	\$	10,560.55
"FUTURE RETIREMENT"	2,350.51	\$	42,050.39
INSURANCE - SUSTAINABILITY FUNDS	15,000.00	\$	15,000.00
ASSIGNED FUND BALANCE		\$	67,610.94

CITY OF NEW RICHMOND
RESOLUTION #031801

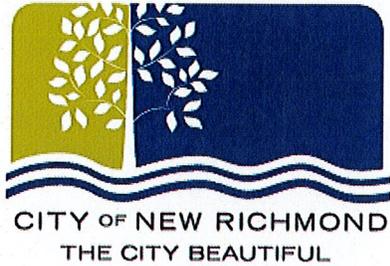
WHEREAS, the City of New Richmond has levied taxes and appropriated monies for City operations, and

WHEREAS, unforeseen circumstances and events occurred in 2017, that were not anticipated when the budget was originally adopted.

NOW, THEREFORE, BE IT RESOLVED by the common council of the City of New Richmond that the 2017 budget be amended as follows:

GENERAL FUND	2017 ADOPTED BUDGET	ADJUSTMENTS	AMENDED 2017 BUDGET
REVENUES			
General Property Taxes	2,851,707.00	-	2,851,707.00
Taxes (other than property)	686,737.00	5,130.00	691,867.00
Public Imp Revenue-Assessments	4,196.00	-	4,196.00
Intergovernmental Revenues	1,487,523.00	130,160.00	1,617,683.00
Regulation & Compliance Revenue	333,165.00	34,003.00	367,168.00
Public Charges for Service	338,708.00	7,800.00	346,508.00
Miscellaneous Revenue	66,434.00	40,336.76	106,770.76
Other Financing Sources & Transfers	271,270.00	-	271,270.00
TOTAL REVENUES	6,039,740.00	217,429.76	6,257,169.76
EXPENDITURES			
General Government	990,142.00	79,092.14	1,069,234.14
Protection - Person & Property	2,413,465.00	87,749.98	2,501,214.98
Public Works - Streets	1,246,850.00	117,071.44	1,363,921.44
Health & Sanitation	7,250.00	-	7,250.00
Education & Recreation	1,261,958.00	(11,969.51)	1,249,988.49
Conservation & Development	99,312.00	-	99,312.00
Other Financing Uses & Transfers	13,763.00	-	13,763.00
Outlay	7,000.00	26,945.00	33,945.00
TOTAL EXPENDITURES	6,039,740.00	298,889.05	6,338,629.05
OTHER FUNDS			
REVENUES			
Impact Fees	111,568.00	68,842.51	180,410.51
Cemetery Fund	4,835.00	4,014.10	8,849.10
WDF/RLF/Housing Fund	30.00	-	30.00
Debt Service Funds	2,870,166.00	3,673,217.29	6,543,383.29
Capital Project Fund	1,348,254.00	735,815.69	2,084,069.69
Capital Replacement Fund	85,000.00	-	85,000.00
Capital Project - Landfill Cleanup	77,430.00	-	77,430.00
Tax Increments	1,637,419.00	838,245.97	2,475,664.97
Storm Water Utility	640,326.00	164,226.87	804,552.87
Parks Trust Fund	64,300.00	55,190.32	119,490.32
Library Trust Fund	20,000.00	1,800.00	21,800.00
Enterprise Funds	12,603,355.00	-	12,603,355.00
TOTAL REVENUES	19,462,683.00	5,541,352.75	25,004,035.75
EXPENDITURES			
Impact Fees	100,000.00	68,842.51	168,842.51
Cemetery Fund	6,056.00	4,014.10	10,070.10
WDF/RLF/Housing Fund	48,000.00	-	48,000.00
Debt Service Funds	2,870,166.00	3,673,217.29	6,543,383.29
Capital Project Fund	1,514,616.00	735,815.69	2,250,431.69
Capital Replacement Fund	89,580.00	-	89,580.00
Capital Project - Landfill Cleanup	78,500.00	-	78,500.00
Tax Increments	1,974,443.00	1,211,840.62	3,186,283.62
Storm Water Utility	533,021.00	262,508.25	795,529.25
Parks Trust Fund	25,950.00	108,033.16	133,983.16
Library Trust Fund	10,000.00	1,800.00	11,800.00
Enterprise Funds	12,910,182.00	-	12,910,182.00
TOTAL EXPENDITURES	20,160,514.00	6,066,071.62	26,226,585.62

Adopted at a regular meeting of the common council on March 12, 2018.



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

MEMORANDUM

TO: Mayor Fred Horne and City Council

FROM: Jeremiah Wendt, Director of Public Works
Rae Ann Ailts, Finance Director

DATE: March 8, 2018

SUBJECT: Contract for Roof Repairs to Municipal Buildings

BACKGROUND

During the December 5 regular council meeting, approval was given to execute the Sworn Statement in Proof of Loss, enabling the City to collect the actual cash value for damages to municipal buildings caused by the June 2017 hailstorm. Insurance proceeds of \$377,273.76 were received on December 15. Three RFPs were approved by Council on February 12 to solicit roof replacement bids for the sports center, well house #6, pump houses, the library, and park shelters. Class 2 Notifications were published in late February and early March.

Bids were received on March 8, 2018 and are attached to this agenda memo for Council review and consideration.

RECOMMENDATIONS

1. Staff recommends awarding the Sports Center Roof Replacement project to JG Hause Construction, Inc. in the low bid amount of \$140,000.00
2. Staff recommends awarding the Well House #6 Roof Replacement project to JG Hause Construction, Inc. in the low bid amount of \$14,600.00.
3. Staff recommends awarding the Municipal Buildings Asphalt Shingle Roof Replacement project to JG Hause Construction, Inc. in the low bid amount of \$57,150.00.

City of New Richmond Sports Center Roof Replacement

Bid Date: 1:15 p.m., Thursday, March 8, 2018

Bidder	Total Bid Price
JG Hause Construction, Inc.	\$140,000.00
Donahue Roofing Company	\$184,560.00

City of New Richmond Well House #6 Roof Replacement

Bid Date: 1:30 p.m., Thursday, March 8, 2018

Bidder	Total Bid Price
JG Hause Construction, Inc.	\$14,600.00
Donahue Roofing Company	\$19,500.00
Krumm Siding & Roofing, Inc.	\$24,835.29

City of New Richmond 2018 Municipal Building Asphalt Shingle Roof Replacement

Bid Date: 1:00 p.m., Thursday, March 8, 2018

Bidder	Total Bid Price
JG Hause Construction, Inc.	\$57,150.00
Donahue Roofing Company	\$60,527.00
Krumm Siding and Roofing	\$64,046.93
Haffner Construction, Inc.	\$72,800.00



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

MEMORANDUM

TO: Mayor and City Council

FROM: Jeremiah Wendt, Director of Public Works

DATE: March 7, 2018

SUBJECT: Farm Lease Contract Award

BACKGROUND

The City has solicited bids for the lease of approximately 136 acres of land that the City owns in Freedom Park, at the intersection of CTH GG and 140th Street, and in the Business and Technical Park. Bids were opened on February 15th, 2018, with four bids submitted. The total annual rent ranged from \$13,625 to \$23,000, with Roger Neumann submitting the high bid in the amount of \$23,000 annually.

ACTION

Staff recommends approval of the attached Farm Lease Contract with Roger Neumann at \$169.12 per acre for all parcels – a total annual rent of \$23,000 per year based on the current acreage.

FARM LEASE

City of New Richmond ("Landlord") and Roger Newman ("Tenant") do hereby enter into this lease this 12th day of February, 2018.

PREMISES. The real estate leased herein is located in the City of New Richmond, St. Croix County, Wisconsin, as shown on the attached maps, and with the following legal descriptions:

- Business and Technical Park (67 ac):
 - Lot 6 of the CSM recorded in Volume 23 Page 5519
 - Lot 7 of the CSM recorded in Volume 22 Page 5315
 - Part of the SE Quarter of the NE Quarter of Section Ten, Township 30 North, Range 18 West, Excepting CSM 22-5315; Excepting CSM 23-5519; Excepting CSM 23-5554; Excepting CSM 23-5574; and Excepting CSM 26-6047
 - Part of the Northeast Quarter of the Southwest Quarter of Section Ten, Township 30 North, Range 18 West, Excepting CSM 22-5390
 - Lot 2 of the CSM recorded in Volume 20 Page 5082
 - Lot 3 of the CSM recorded in Volume 23 Page 5574
 - Lot 5 of the CSM recorded in Volume 23 Page 5574
 - Lot 12 of the CSM recorded in Volume 21 Page 5248
 - Part of Lot 19 of the CSM recorded in Volume 23 Page 5554, Excepting CSM 26-5939 and Excepting CSM 26-6065
 - Part of Lot 1 of the CSM recorded in Volume 9 Page 2430, Excepting CSM 21-5248; Excepting CSM 10-2868; Excepting CSM 23-5486; & Excepting CSM 23-5554
- CTH GG/140th (24 ac)
 - Part of the Southwest Quarter of the Southwest Quarter of Section 1, Township 30 North, Range 18 West, Excepting the West 513 feet of the north 208 feet; Excepting Lot 1 of CSM 2-378; Excepting Lot 1 of CSM 3-871; and Excepting Lot 1 of CSM 4-938
- Freedom Park (45 ac)
 - Part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 31 North, Range 18 West, Excepting CSM 2-387; and Excepting the parcel extending east from said CSM 210 feet; and Excepting CSM 15-4086
 - The north 440 feet of the Part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 31 North, Range 18 West, Excepting P431B and Excepting as described in Volume 528/123, and Excepting as described in Volume 599/187; and Excepting CSM 15-4085; and Excepting CSM 15-4086

("Premises") Approximately 136 acres, as indicated on the attached maps.

This does not include right-of-way for current or future platted streets, or old RR bed.

TERM. This lease commences February 12, 2018 and shall continue in force until December 31, 2019 or as otherwise terminated as provided in this agreement whereupon Tenant agrees to vacate the premises.

RENT. The annual rent shall be as follows:

- Business and Technical Park (crops must be less than 4' in height):

- 67 acres
- \$ 169.¹² per acre for land used.

- CTH GG/140th Street

- 24 acres
- \$ 169.¹² per acre for land used.

- Freedom Park

- 45 acres
- \$ 169.¹² per acre for land used.

Minus the trees & Pond

Total annual rent shall be: \$ 23,000.⁰⁰

Tenant shall pay the rent not later than November 30 of each year of the lease.

BREACH OF LEASE. If Tenant fails to promptly pay the rent or fails to keep any of the covenants, agreements and conditions of this lease, Landlord shall have the right to re-enter and take possession of the premises, hold and re-rent the same, without such re-entry working as a forfeiture of the rental to be paid hereunder for the full term of the lease.

INSPECTION. Landlord shall have the right to inspect the premises at all reasonable times. Landlord may, at any reasonable time, enter the premises to view the same or to exhibit the same to subsequent tenants or purchasers.

DEVELOPMENT. Tenant acknowledges that he is aware that the Landlord has plans to improve or develop the subject property. In the event all or any part of said property is

RIGHT TO ENTER. Landlord may enter upon the leased premises at all reasonable times for the purpose of inspection and making such repairs and improvements, as the Landlord deems necessary.

INDEMNIFICATION. Tenant shall indemnify and hold Landlord harmless from any and all claims, losses or damage (including court costs and attorney's fees) arising from or occasioned by the occupation or use of the premises by Tenant.

CROPLAND. If this lease is terminated before the end of the normal production year, the Tenant shall have the right of entry for the purpose of the annual harvesting of crops seeded before the termination of the lease in accordance with normal farm practices, or to sell his interest in such annual crops either to the Landlord or to the succeeding Tenant provided the Tenant does not interfere with normal field operations of the succeeding season. If the Tenant, in view of the approaching termination of the lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the Landlord or its designated agent shall have the right to enter to plant crops.

CROP. In the Business and Technical Park parcels, the Tenant shall only plant crops whose height will not exceed four feet during the term of this lease. The Freedom Park and CTH GG/140th parcels may be planted with crops exceeding 4 feet in height.

SETBACKS. All crops shall be planted at a setback of 10 feet from side and rear lot lines, and 20 feet from front lot or right-of-way lines.

ASSIGNMENT. This lease may not be assigned or any of the property sublet without the express written consent of Landlord.

AMENDMENT. This lease may not be amended except by separate written agreement executed by Landlord and Tenant.

BINDING. This lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns.

LANDLORD

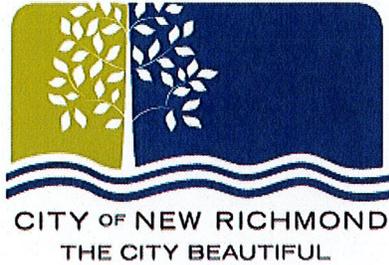
By: Frederick Horne
Mayor

TENANT



By:

And by: Tanya Reigel
City Clerk



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

MEMORANDUM

TO: City Council

FROM: Jeremiah Wendt, Director of Public Works
Joel Enders, Management Analyst

DATE: March 8, 2018

SUBJECT: 2018 Sidewalk Plan, Bid Contract, and Preliminary Resolution

BACKGROUND

At the beginning of each year staff develops a plan for the construction of new sidewalks and the repair/replacement of existing sidewalks based on current needs and the adopted budget. The Public Works Committee reviews the plan, makes a recommendation, and authorizes staff to advertise for bids. After bids are received, the Sidewalk Plan, proposed bid contract, and special assessment resolutions (if necessary) are presented to the Common Council for consideration.

The 2018 Sidewalk Plan identifies approximately 5,262 square feet of sidewalk for replacement. Portions of sidewalk along Knowles Avenue (2,825 sf), North 2nd Street (1,370 sf), and North 3rd Street (850 sf) comprise the majority of proposed replacement. Generally individual panels are replaced, not the entire length of adjacent sidewalk.

A total of 1,550 square feet of new sidewalk construction is proposed for 2018. 400 square feet along East 4th Street will fill the gap in sidewalk coverage between Advance Auto Parts and Knights of Columbus, while 1,150 feet will connect sidewalks along North Green Avenue to Mary Park (see included map).

City costs total \$32,312.38 – \$23,112.38 for sidewalk replacement/construction and \$9,200 for related curb and gutter. Where sidewalks are newly constructed, the City pays for 100% of costs. Where sidewalks are being repaired or replaced, property owners are assessed 50% of costs based on adjacent footage pursuant to Section 70-3(c) of the New Richmond Code of Ordinances. Property owners may pay the assessment in one lump sum or in equal annual

installments over a five-year period. Note that the proposed bid contract includes \$17,044.33 that will be recovered via assessments.

Wis. Stats. §66.0703 requires a preliminary resolution, public notices, public hearing, and a final resolution before assessments can be assigned to individual property owners. The preliminary resolution is included in this agenda packet as an item for approval. Staff anticipate posting/ mailing public notices in mid-March and scheduling a public hearing and final resolution for the April 9 Council meeting. Public notices will include a Special Assessment Report that incorporates the Sidewalk Plan and bid contract.

RECOMMENDATIONS

1. Staff recommends approval of the 2018 Sidewalk Plan
2. The Public Works Committee recommend approval of the 2018 Sidewalk Plan on February 5, 2018.
3. Staff recommends awarding the 2018 Sidewalk Plan construction project to Solid Rock Custom Concrete LLC in the low bid amount of \$49,357.00.
4. Staff recommends approval of Preliminary Resolution #031802 for sidewalk assessments.

ATTACHMENTS

1. 2018 Sidewalk Plan
2. Bid Tabulation
3. Preliminary Resolution

2018 New Richmond Sidewalk Plan

Knowles Avenue Sidewalk Replacement

Address	SF Sidewalk	SF Curb
Bridge	18.5	
104 S Knowles Ave	180	20
116 S Knowles Ave	20	
126 S Knowles Ave	30	
133 S Knowles Ave	12.5	
137 S Knowles Ave	40	
141 S Knowles Ave	25	
109 E 2nd	30	
157 S Knowles Ave	733	25
201 S Knowles Ave	140	15
206 S Knowles Ave	80	
220 S Knowles Ave	80	
251 S Knowles Ave	30	
252 S Knowles Ave	60	
255 S Knowles Ave	163	19
307 S Knowles Ave	395	15
346 S Knowles Ave	150	18
355 S Knowles Ave	247	15
110 W 4th	280	23
430 S Knowles Ave	112	20
Total SF	2826	170
Cost per SF	\$6.50	\$35.00
Total Cost	\$18,369.00	\$5,950.00
City Share	\$9,244.63	\$5,950.00
Property Owner Share	\$9,124.38	N/A
Total City Cost	\$15,194.63	

General Sidewalk Replacement

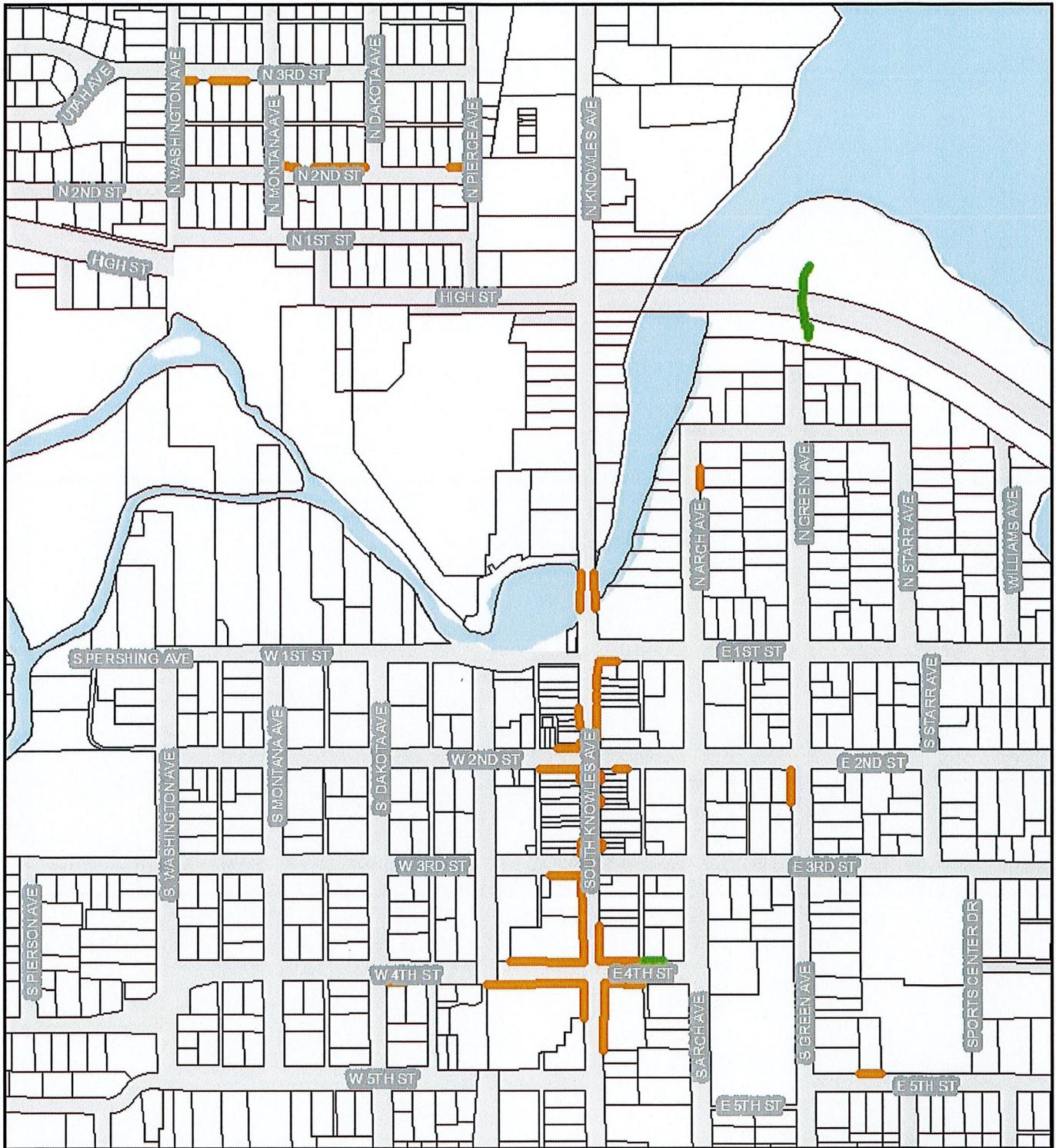
Address	SF Sidewalk
642 N Washington	270
428 N 3rd	340
418 N 3rd	240
355 N 2nd	360
331 N 2nd	325
317 N 2nd	90
315 N 2nd (Parking Lot)	265
205 N 2nd	330
236 N Arch Ave	52
215 S Green Ave	50
337 E 5th	65
250 W 4th	50
Total SF	2437
Cost per SF	\$6.50
Total Cost	\$15,840.50
City Share	\$7,920.25
Property Owner Share	\$7,920.25
Total City Cost	\$7,920.25

Assessment by Parcel

Address	SF Sidewalk	Assessment
104 S Knowles Ave	180	\$585.00
116 S Knowles Ave	20	\$65.00
126 S Knowles Ave	30	\$97.50
133 S Knowles Ave	12.5	\$40.63
137 S Knowles Ave	40	\$130.00
141 S Knowles Ave	25	\$81.25
109 E 2nd	30	\$97.50
157 S Knowles Ave	733	\$2,382.25
201 S Knowles Ave	140	\$455.00
206 S Knowles Ave	80	\$260.00
220 S Knowles Ave	80	\$260.00
251 S Knowles Ave	30	\$97.50
252 S Knowles Ave	60	\$195.00
255 S Knowles Ave	163	\$529.75
307 S Knowles Ave	395	\$1,283.75
346 S Knowles Ave	150	\$487.50
355 S Knowles Ave	247	\$802.75
110 W 4th	280	\$910.00
430 S Knowles Ave	112	\$364.00
642 N Washington	270	\$877.50
428 N 3rd	340	\$1,105.00
418 N 3rd	240	\$780.00
355 N 2nd	360	\$1,170.00
331 N 2nd	325	\$1,056.25
317 N 2nd	90	\$292.50
315 N 2nd (Parking Lot)	265	\$861.25
205 N 2nd	330	\$1,072.50
236 N Arch Ave	52	\$169.00
215 S Green Ave	50	\$162.50
337 E 5th	65	\$211.25
250 W 4th	50	\$162.50
Total	5244.5	\$17,044.63

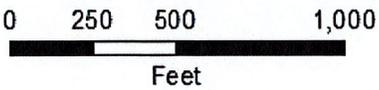
New Sidewalk Construction

Address	4" Sidewalk	6" Sidewalk	Warning Fields	New Curb
135 E 4th	400			
Mary Park Entrance	455	320	16	130
Total SF	855	320	16	130
Cost per SF	\$4.50	\$5.00	\$31.25	\$25.00
Cost Subtotal	\$3,847.50	\$1,600.00	\$500.00	\$3,250.00
Total Cost	\$9,197.50			



Sidewalk Maintenance

— Replacement — New Sidewalk



City of New Richmond 2018 Sidewalk Construction Bids

Bid Date: 1:45 p.m., Thursday, March 8, 2018

Description	Unit	Estimated Quantity	Bidder		Solid Rock Custom Concrete LLC		J&S General Contracting		Harmon Concrete & Construction, Inc.	
			Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price		
Remove & replace Downtown, 4" thick sidewalk	SF	2,826	\$ 6.50	\$ 18,369.00	\$ 7.75	\$ 21,901.50	\$ 7.50	\$ 21,195.00		
Remove & replace 5' wide, 4" thick sidewalk - bordered by turf	SF	2,137	\$ 6.50	\$ 13,890.50	\$ 6.50	\$ 13,890.50	\$ 7.00	\$ 14,959.00		
Remove & replace 5' wide, 6" thick sidewalk/driveway	SF	300	\$ 6.50	\$ 1,950.00	\$ 6.90	\$ 2,070.00	\$ 8.00	\$ 2,400.00		
Construct new 5' wide, 4" thick sidewalk	SF	855	\$ 4.50	\$ 3,847.50	\$ 5.25	\$ 4,488.75	\$ 6.00	\$ 5,130.00		
Construct new 5' wide, 6" thick sidewalk/driveway	SF	320	\$ 5.00	\$ 1,600.00	\$ 5.65	\$ 1,808.00	\$ 6.50	\$ 2,080.00		
Curb ramp detectable warning field	SF	16	\$ 31.25	\$ 500.00	\$ 33.50	\$ 536.00	\$ 40.00	\$ 640.00		
Remove concrete curb/gutter	LF	170	\$ 10.00	\$ 1,700.00	\$ 5.00	\$ 850.00	\$ 8.00	\$ 1,360.00		
Construct concrete curb/gutter	LF	300	\$ 25.00	\$ 7,500.00	\$ 35.00	\$ 10,500.00	\$ 28.00	\$ 8,400.00		
Total Bid Price			\$	49,357.00	\$	56,044.75	\$	56,164.00		

RESOLUTION #031802

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWER UNDER SECTION 66.0703, WIS. STATUTES AND SECTION 70-3, NEW RICHMOND CODE OF ORDINANCES

RESOLVED, by the Common Council of the City of New Richmond, WI:

- 1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wis. Statutes and Section 70-3, New Richmond Code of Ordinances, to levy special assessments upon property within the following described area for special benefits conferred upon such property by improvement of existing sidewalks:**

a. Existing sidewalks adjacent to the following property addresses:

104 S Knowles AVE	418 N 3rd ST	220 S Knowles AVE
116 S Knowles AVE	355 N 2nd ST	251 S Knowles AVE
126 S Knowles AVE	331 N 2nd ST	252 S Knowles AVE
133 S Knowles AVE	317 N 2nd ST	255 S Knowles AVE
137 S Knowles AVE	315 N 2nd ST	307 S Knowles AVE
141 S Knowles AVE	205 N 2nd ST	346 S Knowles AVE
109 E 2nd ST	236 N Arch AVE	355 S Knowles AVE
157 S Knowles AVE	215 S Green AVE	110 W 4th ST
201 S Knowles AVE	337 E 5th ST	430 S Knowles AVE
206 S Knowles AVE	250 W 4th ST	642 N Washington AVE
		428 N 3rd ST

- 2. The public improvements shall include repair and/or replacement of concrete sidewalk panels.**
- 3. The total amount assessed against such property shall not exceed 50% of the cost of the improvement and the amount assessed against any parcel shall not be greater than the benefits accruing thereto from said improvements.**
- 4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.**

5. The assessment against any parcel may be paid in in one lump sum or may be placed upon the tax roll to be repaid over five years at an annual interest rate of six percent.
6. The City Engineer is directed to prepare a report which shall consist of:
 - a. Plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. Schedule of proposed assessments.
7. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.
8. Upon receiving the report of the City Engineer, the Clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected, and the place and time of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class I notice and a copy shall be mailed, at least 10 days before the hearing, to every interested party. The hearing shall be held in the Council Chambers of the New Richmond Civic Center.

Passed an approved this 12th day of March, 2018.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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

MEMORANDUM

TO: City Council

FROM: Jeremiah Wendt, Director of Public Works
Joel Enders, Management Analyst

DATE: March 8, 2018

SUBJECT: 2018 Alley Plan, Bid Contract, and Preliminary Resolution

BACKGROUND

At the beginning of each year staff develops a plan for the repair/replacement of existing alleyways based on current needs and the adopted budget. The Public Works Committee reviews the plan, makes a recommendation, and authorizes staff to advertise for bids. After bids are received, the Alley Plan, proposed bid contract, and special assessment resolutions are presented to the Common Council for consideration.

The 2018 Alley Plan focuses on the three alleys between S Minnesota Avenue and S Washington Avenue running from W 2nd Street to W 1st Street (see included map).

Project costs borne by the City for proposed alleyway reconstruction total \$30,000, which is approximately 32% of street maintenance funds budgeted for 2018 (\$95,000). Pursuant to Section 70-3(c) of the New Richmond Code of Ordinances, adjacent property owners are assessed 50% of costs associated with asphalt paving; all other costs (engineering, subgrade, etc.) are absorbed by the City. Property owners may pay the assessment in one lump sum or in equal annual installments over a five-year period. In order to maximize cost efficiency all subgrade, curb, and other preparatory work will be performed by Streets personnel. Note that the proposed bid contract includes \$9,900 that will be recovered via assessments.

Wis. Stats. §66.0703 requires a preliminary resolution, public notices, public hearing, and a final resolution before assessments can be assigned to individual property owners. The preliminary resolution is included in this agenda packet as an item for approval. Staff anticipate posting/ mailing public notices in mid-March and scheduling a public hearing and final

resolution for the April 9 Council meeting. Public notices will include a Special Assessment Report that incorporates the Alley Plan and bid contract.

RECOMMENDATIONS

1. Staff recommends approval of the 2018 Alley Plan
2. The Public Works Committee recommend approval of the 2018 Alley Plan on February 5, 2018.
3. Staff recommends awarding the 2018 Alley Plan construction project to Asphalt Associates in the low bid amount of \$19,800.00.
4. Staff recommends approval of Preliminary Resolution #031803 for alley assessments.

ATTACHMENTS

1. 2018 Alley Plan
2. Bid Tabulation (Paving only)
3. Preliminary Resolution

2018 Alley Plan

Address	LFT
225 W 2nd	126
222 W 1st	203
112 S Dakota Ave	167
251 W 2nd	162
313 W 2nd	133
111 S Dakota Ave	199
347 W 2nd	147
350 W 1st	182
421 W 2nd	130
131 S Montana Ave	66
115 S Montana Ave	66
105 S Montana Ave	66
442 W 1st	197
437 W 2nd	130
Total LFT	1974
Paving Unit Price	\$10
Paving - Owner Share	\$9,900.00
Paving - City Share	\$9,900.00
Site & Preparatory Work	\$20,100.00
Total City Cost	\$30,000.00

Assessment by Parcel

Address	LFT	Assessment
225 W 2nd	126	\$631.91
222 W 1st	203	\$1,018.09
112 S Dakota Ave	167	\$837.54
251 W 2nd	162	\$812.46
313 W 2nd	133	\$667.02
111 S Dakota Ave	199	\$998.02
347 W 2nd	147	\$737.23
350 W 1st	182	\$912.77
421 W 2nd	130	\$651.98
131 S Montana Ave	66	\$331.00
115 S Montana Ave	66	\$331.00
105 S Montana Ave	66	\$331.00
442 W 1st	197	\$987.99
437 W 2nd	130	\$651.98
Total	1974	\$9,900.00



Alleyway Project

Measurements labeled in **FEET**

City of New Richmond 2018 Alley Paving

Bid Date: 2:00 p.m., Thursday, March 8, 2018

Bidder	Total Bid Price
Asphalt Associates	\$19,800.00
Monarch Paving Co.	\$23,573.25

RESOLUTION #031803

PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWER UNDER SECTION 66.0703, WIS. STATUTES AND SECTION 70-3, NEW RICHMOND CODE OF ORDINANCES

RESOLVED, by the Common Council of the City of New Richmond, WI:

- 1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wis. Statutes and Section 70-3, New Richmond Code of Ordinances, to levy special assessments upon property within the following described area for special benefits conferred upon such property by improvement of the following alleyways:**
 - a. The alleyway east of S Dakota AVE, west of S Minnesota AVE, south of W 1st ST, and north of W 2nd ST.**
 - b. The alleyway east of S Montana AVE, west of S Dakota AVE, south of W 1st ST, and north of W 2nd ST.**
 - c. The alleyway east of S Washington AVE, west of S Montana AVE, south of W 1st ST, and north of W 2nd ST.**
- 2. The total amount assessed against such property shall not exceed 50% of the cost associated with the asphalt paving of said alleyways and the amount assessed against any parcel shall not be greater than the benefits accruing thereto from said improvements.**
- 3. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.**
- 4. The assessment against any parcel may be paid in in one lump sum or may be placed upon the tax roll to be repaid over five years at an annual interest rate of six percent.**
- 5. The City Engineer is directed to prepare a report which shall consist of:**
 - a. Plans and specifications for the improvements.**
 - b. An estimate of the entire cost of the proposed improvements.**
 - c. Schedule of proposed assessments.**
- 6. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.**

7. Upon receiving the report of the City Engineer, the Clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected, and the place and time of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class I notice and a copy shall be mailed, at least 10 days before the hearing, to every interested party. The hearing shall be held in the Council Chambers of the New Richmond Civic Center.

Passed and approved this 12th day of March, 2018.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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

TO: Mayor and City Council
FROM: Tanya Batchelor, City Clerk
DATE: March 7, 2018
RE: Cedar Lake Speedway Agreement

Background

This agreement is between the Fire Department and Cedar Lake Speedway for providing fire services during races. The agreement will be discussed in detail at the meeting.



NEW RICHMOND FIRE & RESCUE

106 South Arch Avenue
New Richmond, Wisconsin 54017
Office: 715-243-0429
Facsimile: 715-246-7129
E-Mail: nrfire@newrichmondwi.gov

Agreement with Cedar Lake Speedway for Fire Coverage

This agreement is made to evidence the terms and conditions under which New Richmond Fire & Rescue (SERVICE) will provide fire services to Cedar Lake Speedway (SPEEDWAY) for RACE EVENTS.

SERVICES PROVIDED: SERVICE will provide a fire vehicle for exclusive use at the Cedar Lake Speedway for the agreed dates from the start of the event until the completion of the event. Cedar Lake Speedway will provide notice of race events, in writing, at least 14 days prior to the scheduled event. SERVICE maintains the right to refuse to provide coverage if there is a conflict with other service obligations. Should this occur, Speedway will be notified as soon as possible by Service. Service will staff fire vehicle with at least two fire-trained staff.

PAYMENTS FOR SERVICES: Cedar Lake Speedway agrees to pay \$250.00 per race event. Service will invoice Speedway monthly. Fees will be paid within 30 days from date of billing. If Speedway defaults in payments, Service is under no obligation to provide any further coverage for race events. In the event of a cancelled race event, Speedway will notify Service at least one (1) hour prior to the scheduled start time of the event. Failure to provide such notice will result in the assessment of a one-hour fee of \$50.00/hour. Furthermore, if Service arrives at Speedway and the event is then cancelled for weather or other reasons, Speedway will be billed at the rate of \$50.00/hour.

INSURANCE: SERVICE is responsible for injuries or death of its own personnel. The Department will maintain Workers' Compensation insurance or self-insurance coverage, covering its own personnel while they are providing fire service for this Agreement. SPEEDWAY will keep in effect during the duration of this agreement its liability insurance.

PREMISES: SPEEDWAY will provide a safe environment for Service crews during Race Events. When Service is on the track providing fire services, racing will be suspended until the all clear signal is given.

TERM: The term of this agreement shall be for the racing seasons beginning April 1, 2018 and ending March 31, 2021. The first year will be on a trial-basis. Either party may opt out of this agreement after the first year of service with written notice to the other party. The payment for services will be negotiated annually. If no written notice is received, this agreement will be enforced for the following year.

NO ASSIGNMENT: Neither party may assign its rights or obligations under this agreement without prior written consent of the other party.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, and understandings. This agreement may be amended or supplemented only by mutual consent of the parties. The parties will endeavor to create a written memorial of all amendments and supplements to this agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement as follows:

For Cedar Lake Speedway:

(Title)

on this date _____

For New Richmond Fire & Rescue:

(Title)

on this date _____