



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

September 21, 2018

**TO ALL PARK BOARD MEMBERS:**

Craig Kittel      Brian Schroeder  
Joe Ard            Frank Norton  
Christine Melby   Jon Hailey  
Mandi Erickson

This is to notify you of a Park Board Meeting on Wednesday, September 26, 2018, at 7:00 p.m. in ED Lab at the New Richmond Civic Center, 156 East First Street, New Richmond, Wisconsin. *If you are unable to attend the meeting, please notify Marie Bannink at 246-4268 at your earliest convenience.*

**AGENDA:**

1. Roll call:
2. Adoption of agenda
3. Approval of minutes of the previous Park Board meeting, August 29, 2018
4. Public business items
5. Consent Agenda
  - a) Project Updates
6. Unfinished business  
(Consideration and action on matters tabled, postponed or referred to a committee at a previous meeting)
  - a) Will's Playground MOU
  - b) Pickleball Courts
  - c) Whispering Prairie Park Master Plan
  - d) Fox Run Park Master Plan
  - e) Freedom Park Disc Golf RFP

**7. New business**

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

- a) Eagle Scout Project – Oakes Barn**
- b) Food Trucks**
- c) Trail Kiosk Guidelines**
- d) Holiday Lights in Mary Park**
- e) Freedom Park Trail**
- f) Willow River Water Trail Consultant**

**8. Park Land Trust & Inspection Reports**

- a) Park Land Trust Fund - \$199,002.84**
- b) Impact Fee Fund - \$27,351.97**
- c) Inspection Reports**

**9. Announcements**

**10. Adjournment**

**Craig Kittel  
President**

**cc: The News  
Northwest Community Communications  
City website**

**A majority of the members of the New Richmond City Council may be present at the above meeting. Pursuant to State ex rel. Badke v. Greendale Village Board., 173 Wis. 2d 553, 494 N.W. 2<sup>nd</sup> 408(1993) such attendance may be considered a meeting of the City Council and must be noticed as such, although the Council will not take action at this meeting.**

**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.**

**PARK BOARD MEETING  
WEDNESDAY, AUGUST 29, 2018**

Chair Craig Kittel called the Park Board meeting to order at 7:00 p.m. on Wednesday, August 29, 2018.

**Members Present:** Craig Kittel, Jon Hailey, Frank Norton, Mandi Erickson, and Christine Melby. Brian Schroeder arrived 7:15

**Others Present:** Jeff Peplau, Teresa DeYoung, Judy Monette, Kathy Stanke, Randy Stanke, Darian Blattner, Mike Darrow, and Noah Wiedenfeld

**Members Absent:** Joe Ard

Jon Hailey moved to adopt the agenda, seconded by Mandi Erickson, motion carried.

Jon Hailey moved to approve the minutes of July 25, 2018, seconded by Christine Melby, motion carried.

**Public Business Items**

Craig Kittel informed the board that Mike Mroz has left the City of New Richmond to accept the position of Director of Public Works for the City of Hudson. He did a terrific job for the City of New Richmond.

**Unfinished Business:**

**Update on Mary Park Boat Ramp:**

The City Council followed the Park Board's recommendation and approved a contract with MSA Professional Services for the engineering for the Mary Park Boat Ramp.

Representatives from MSA will meet with City staff and begin to collect information about the site. This fall, we will look to collect additional feedback from various groups who use the boat ramp facility (e.g. Star Prairie Fish & Game, Warner's Dock, etc.) and the Park Board to be incorporated into the preliminary designs.

**Monette Park:**

The Park Board previously discussed having an open house event to get input from the neighborhood about future improvements to Monette Park. A possible residential development project in the neighborhood may influence the master plan for Monette Park, as well as the trail system in that area. City staff felt it would be in the best interest of the project to postpone the open house at this time, until more information is received.

**Pickleball Courts:**

Randy Stanke gave background information on the New Richmond Pickleball Association. Currently there are temporary courts on the tennis courts at Mary Park. Local communities are adding outdoor Pickleball courts. The association would like to have a storage box at Mary Park; they would pay for the box and maintain them. This box will be locked; a phone number would be on the box for people to call to get the combination. The tennis courts at Mary Park are underutilized, and they would like permanent pickleball courts placed by the basketball court. Randy looked at the courts at Woodland Creek but the asphalt needs to be improved and there are no restrooms available. City staff will get quotes on fencing, nets and painting the lines. The association is willing to help wherever they can. Mandi Erickson moved to approve storage inside the fence in the far corner at Mary Park, seconded by Christine Melby, motion carried.

**Field Usage Policy:**

Over the next month, City staff will seek to meet individually with representatives from various athletic teams who use the fields to get their feedback. City staff has started to compile some example field usage

policies and fee schedules. The City Attorney will also continue to review City Ordinance 62.5 and provide guidance moving forward. The goal will be to have a clear set of policies established before the end of the 2018 calendar year, with implementation beginning in 2019.

### **Whispering Prairie Park Master Plan:**

City staff is working with a landscape architect from CRS Design, LLC to develop master plans for future parks in the Fox Run and Whispering Prairie developments. The first phase of the project included preparing conceptual bubble diagrams, initial design thoughts, and cost estimates, all of which were shown at the July Park Board meeting.

Phase Two includes creating graphic drawings that provide a more in-depth look at the design. CRS Design, LLC prepared a master plan for the Whispering Prairie Park to review. The master plan for the Fox Fun Park will be shown at the September meeting. Brian Schroeder moved to approve the plan as presented with the exception of the climbing wall and the shade structure, seconded by Christine Melby, motion carried. City staff will receive more information about the expected lifespan and warranty for the shade structure.

### **Grant:**

City staff applied for two grants earlier this year: a Knowles Nelson Stewardship Grant for the trail connecting the Doar Prairie Restoration to the Nature Center, and a Transportation Alternatives Program (TAP) Grant for an off-street trail along CTH A from Richmond Way to Somerset Road/Business 64.

City staff has been in communication with both the DNR and WisDOT over the summer as they've reviewed our applications. Grant results should be announced in early fall. Staff will provide an update to the Park Board when results are announced.

### **CTH A Trail:**

The Public Works Committee and City Council recently voted on the final design for a trail segment on County Road A, which will be constructed this fall. There will be one crossing with a flasher pedestal pole, and a trail on the east side of the street that connects Woodland Creek and Willowind residential developments. There was discussion about children crossing the roads and the timeline for connecting Woodland Creek with Richmond Way. Mike Darrow stated the 125<sup>th</sup> project was a driving factor of the project and that it's important to look at improving connections in this entire region. This fall's construction will be phase 1 of these projects. The estimated cost for phase 1 of the project is \$129,000.

### **New Business**

#### **Inclusive Playground:**

In December of 2017, the Park Board approved a location at Freedom Park for an inclusive playground proposed by a project group from the New Richmond Area Community Foundation's Leadership Trust Initiative (LTI) Program. Since then, the group has explored alternative locations and researched other inclusive playgrounds in the surrounding area.

Teresa DeYoung and Judy Monette from the Will's Park LTI group discussed the possible locations they have considered, the pros and cons of each site, and their preferred location for an interactive playground. Teresa stated they would like this to be a universal playground verses an inclusive playground.

- Will's Playground will be a universal playground
- There will be a poured, in place, rubber surfacing
- It will include games, accessible music areas, sensory panels and handrails designed to include those children who may have a disability but are not in a wheelchair
- Natural, organic barrier
- Accessible restrooms

The group has done surveys and Mary Park is the most used and the majority felt there was a need for a universal play area. The entire community would benefit from the universal play area. Suggestion was made to put in two unisex restrooms on the backside of the current restrooms.

The MOU will be brought to the Park Board for consideration at the September Park Board meeting. The Park Board would also consider what financial commitment, if any, they might wish to make towards the project at the September Park Board meeting. City staff will receive quotes for design work for this entire area of Mary Park so that a long-term plan is prepared not just for the playground, but also the restrooms, former beach, parking lot, etc.

Mandi Erickson moved to accept Mary Park as the location for the Universal play area, seconded by Christine Melby, motion carried.

#### **Freedom Park Irrigation:**

A quote was obtained from Northway Irrigation to add rotors to the existing system between fields 1 and 2. Northway Irrigation previously installed the first two phases of irrigation at Freedom Park. The quote is for the amount of \$4,146 and includes a one-year guarantee from the date of installation. The project would be completed this fall. Brian Schroeder moved to accept the bid with 50% coming from the parks operating maintenance budget, and 50% from the Park Trust Fund, seconded by Frank Norton, motion carried.

#### **Hatfield Park Improvements – New Richmond Softball Association:**

The New Richmond Softball Association has identified three projects that they would like to fund to improve Hatfield Park, including:

- Concrete slab by Field 1 for picnic tables
- Replace some of the fencing on Field 1
- Add lime to Field 2 infield

The Softball Association would fund the materials for these projects, and City staff would provide the in-kind labor for the projects this fall. There was discussion on the conditions of the restrooms. City staff will get a quote on restroom renovations. Brian Schroeder moved approve the items as presented for improvements at Hatfield, seconded by Craig Kittel, motion carried.

#### **Project Ideas from Community Action Plan (CAP) Committee:**

As part of the Comprehensive Plan, a large citizen group developed a series of project portfolios that support the overall goals of the community. Projects range from very simple, low-cost ideas that would be easy to implement, to large-scale projects that would require a significant amount of capital.

Mandi Erickson moved to add the Community Action Plan (CAP) Committee project ideas for the parks and trails system, including:

- River walk along the Willow River
- Ninja Warrior Park & Sprint Way
- Freedom Park Beach
- 4-Season Community Plaza
- Edible Trails
- Adopt-a-Garden Program
- Willow River Cleanup
- Bridge to Mary Park
- Disc Golf Course
- Skate Park Expansion
- Multi-Purpose Sports Complex

- Additional Lighting for Parks & Trails

into the Park Plan, to be approved now and integrated in the document and project rankings later, seconded by Jon Hailey, motion carried.

**Freedom Park Disc Golf Course:**

Freedom Park Disc Golf was identified in the original master plan for the park that was prepared several years ago. If this project were to move forward, it would begin with publishing a competitive request for proposals (RFP) for design services. Proposals would be brought to the Park Board for review, at which time the Park Board could determine whether to proceed further with the project. A comment was made that the Park Board thought they were going to wait to see how much use the disc golf baskets recently installed at Paperjack Park would receive. Mike Darrow explained the group that wants this would be paying 100%. Mandi stated we need athletic fields and this will take up a lot of land. Craig stated it takes up a lot of land; we need parking, trails, and this would take away from some current farm lease revenue. WITC is also looking at putting in a nine-hole course in 2019. Jon Hailey moved to prepare a RFP for the Freedom Park Disc Golf, seconded by Craig Kittel, four approved, two not approved, motion carried.

**Athletic Storage Space at Freedom Park:**

Brian Schroeder stated they are looking at putting in a storage shed on the South parking lot on the west end, similar to the size of a three-car garage. The sports associations would be responsible for providing funding for the project. Mandi Erickson moved to approve the organizations moving forward with receiving costs and developing designs for the shed at the proposed location, seconded by Frank Norton, motion carried.

**Possible October Event at Freedom Park:**

Noah received a phone call for a large community event on October 6, from 10:00 – 2:00. There were concerns about parking and the possibility of beer samples, since there would be youth football that morning. The consensus was that any beer sampling event, assuming the appropriate licenses or permits are received, would only be after 12:30 p.m. when youth football is finished, otherwise the event organizers should pursue another location.

**Park Land Trust Report:**

**Park Land Trust Fund - \$195,491.66**

**Impact Fees Fund – \$25,826.97**

**Inspection Reports:**

Turned in. Jon asked about Northside Park roof shelter, is it going to be replaced as part of the hail damage insurance claims? City staff will provide an update at the next meeting.

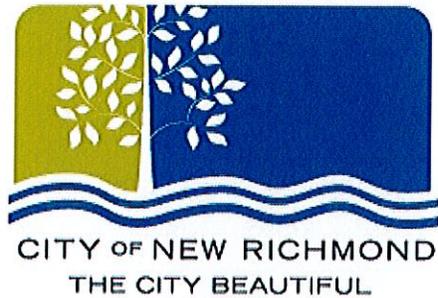
**Announcements:**

The equipment for Paperjack will be shipped after Labor Day. A group recently volunteered at Mary Park to take buckthorn out along the shoreline. A question was asked about maintaining the property around the trail at the intersection of CTH GG and 140<sup>th</sup> Street.

Jon Hailey moved to adjourn the meeting, seconded by Frank Norton, motion carried.

The meeting of the Park Board adjourned at 9:25 p.m.

Minutes Submitted by  
Marie Bannink  
City Secretary



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## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Project Updates

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### **BACKGROUND**

In an effort to make our Park Board meetings more efficient out of respect for everyone's time, staff have provided updates about a variety of projects in this memo. These updates are included on the consent agenda as one item, instead of separate agenda items for discussion.

### ***Mary Park Boat Ramp***

MSA Professional Services and the City of New Richmond have signed the contract for engineering and design services for the boat ramp. There will be opportunities for input this fall as MSA begins to collect information and develop preliminary designs.

### ***Monette Park Open House***

City staff are looking into scheduling a public meeting in October to get input from residents about future park improvements as well as a possible residential development in the area. Staff will notify the Park Board about the date and location of the meeting as soon as it's scheduled.

### ***CTH A Trail***

News was received on September 7<sup>th</sup> that the grant application was successful, and that the City of New Richmond had secured \$777,529 in funding towards the proposed project. City staff will be attending mandatory meetings this fall for all grant recipients to learn more about the various grant requirements. It's likely that construction will begin no sooner than late 2020 or 2021, but we will know more information this fall.

### ***Paperjack Park Playground Equipment***

The toddler playground equipment arrived on September 18<sup>th</sup> and will be installed this fall.

### ***Knowles Nelson Stewardship Grant***

City staff applied for a Knowles Nelson Stewardship Grant earlier this spring for a project that would consist of constructing a trail that would connect the Doar Prairie Restoration to the Nature Center. City staff were in communication with the DNR this summer as the application was reviewed. As of the writing of this memo, the grant application results have not been announced. Award recipients are typically announced in the early fall. City staff will update the Park Board when we are notified of the results.

### ***Field Usage Policy***

City staff are in the process of meeting individually with members of the Park Board and representatives of the various youth sports associations to get their feedback and suggestions regarding athletic field reservations, scheduling priority, donations, and fees.

### ***North Side Park Roof***

There was discussion at the previous Park Board meeting about whether the roof at North Side Park should have been included in the hail damage insurance claims. City staff are reviewing the claim information and the roofing project contract to determine if this should have been included with the rest of the re-roofing projects.

### ***Freedom Park Athletic Storage***

At the last Park Board meeting, the Park Board voted in favor of the youth football and soccer associations obtaining cost estimates and preliminary designs for a permanent storage shed on the west end of the south parking lot at Freedom Park. The youth football and soccer associations are in the process of obtaining cost estimates and reaching out to the other sports associations to see if any of them are interested in the project.

### ***John Doar Historical Marker***

The dedication ceremony for the state historical marker recognizing John Doar will be on Tuesday, October 9<sup>th</sup> at 11:00 a.m. on West First Street, near the first interpretive panel of the John Doar History Trail. The event will include remarks from Mayor Horne, State Representative Rob Stafsholt, State Senator Patty Schachtner, the Director of the Wisconsin Historical Society, and a representative from the Doar family. The public is encouraged to attend.



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## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Will's Playground

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### **BACKGROUND**

At the August meeting, the Park Board approved Mary Park as the location for the proposed Will's Playground project. Per our discussion at the August meeting, City staff have since been in communication with MSA Professional Services about the cost of preparing a long-term master plan for the playground area that also incorporates the restrooms, former beach, parking lot, etc. City staff have a meeting scheduled with representatives from MSA on-site at Mary Park in early October.

A draft memorandum of understanding (MOU) has been prepared and is included in the agenda packet. The MOU outlines details about funding, design and construction, maintenance, etc. One matter in particular that the Park Board should discuss is a financial commitment to the project. In the current draft MOU, the Park Board would commit \$5,000 to establish a fund through the New Richmond Area Community Foundation. Once \$10,000 in funds are raised, the Park Board's contribution of \$5,000 would be returned. After the MOU is approved by the Park Board, it would proceed to the City Council for final approval.

### **ACTION REQUESTED**

The Park Board should consider a formal motion to approve the draft memorandum of understanding (MOU) for the proposed Will's Playground project.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF NEW RICHMOND  
AND WILL'S PLAYGROUND COMMITTEE  
October \_\_, 2018**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between the **CITY OF NEW RICHMOND** ("City") and **WILL'S PLAYGROUND COMMITTEE** ("Committee") as it relates to the Committee's desire to construct a universal playground on certain property located in Mary Park within the City of New Richmond.

**Background**

The City owns and operates Mary Park, a 9-acre community park located at 401 North Green Avenue. The land that is now Mary Park was donated to the City of New Richmond by Stella McNally in 1930 and includes playground equipment, a multi-use trail, shelters, tennis courts, a fishing pier, and a public boat ramp. The City and the individuals from the Committee desire to work cooperatively to facilitate the construction of a universal playground ("Playground") to create a fun, safe, accessible, and universal outdoor space that provides equitable opportunities and experiences for all ages.

On August 29, 2018, the Park Board approved dedicating the existing playground site in Mary Park for the future construction of the universal playground.

**Purpose**

The purpose of this Memorandum of Understanding is to memorialize certain non-binding understandings of the City and Committee related to the construction of the Playground to be located within Mary Park.

**Approvals**

The approval of the non-binding understandings contained within this MOU will require the consent and agreement of the City's Common Council and the Committee.

**Funding**

The Committee has committed to undertaking a significant fundraising effort to fund the construction of the Playground. The Committee has agreed to raise all funds necessary for the construction the Playground, which based upon initial conversations, is estimated to be \$400,000-\$500,000. The capital campaign would include private donations and possibly grants. When completed, the Playground will have an anticipated as-built value of \$400,000-\$500,000.

The Committee shall be solely responsible for all fundraising efforts associated with funds necessary to construct the Playground. Based upon conversations, the City understands grant funds may be available to assist in the construction of the playground. The Committee agrees they shall be solely responsible for submittal of grant applications, unless otherwise approved by the City Administrator in cases when a local unit of government (LUG) is eligible to receive funds.

In addition to providing the Committee with dedicated land as identified above, the City will contribute \$5,000.00 to establish an account with the New Richmond Area Community Foundation for the purpose of the construction of the Playground. Once \$10,000.00 in funds have been raised, the City's contribution of \$5,000.00 will be returned. The land shall be dedicated for the use of a universal playground for a period of five years. If construction of the Playground has not occurred within the five year period, the City shall have the authority to dedicate the area for another use.

### **Design and Construction**

Upon receiving notice of the Committee successfully raising seventy five percent of the necessary funds toward the construction of the Playground, the City and the Committee shall enter the design phase of the Playground. Upon successful raising of one hundred percent of the funds, the City shall issue a Request for Proposal (RFP) for the construction of the Playground.

### **Construction of New Structures**

As required by the State of Wisconsin, all structures must meet or exceed ADA compliance and comply with the Commercial Code. The City shall be responsible for the construction of all new structures to be located on the Property upon successful raising of funds necessary to construct.

### **Maintenance and Operation**

The Playground shall become the property of the City and the City shall be solely responsible for all maintenance and operational matters affecting the Playground.

### **Duration**

This MOU may be modified by the mutual written consent of the City and the Committee. It shall become effective upon signature by the authorized officials from the City and Committee, and will remain in effect for five years from date of signing or until modified or terminated by any one of the partners upon thirty (30) days advanced written notice to all other parties.

**Contact Information**

All communications regarding the contents of this MOU shall be directed to the following:

CITY OF NEW RICHMOND  
Mike Darrow, City Administrator  
156 East First Street  
New Richmond, Wisconsin 54017  
[mdarrow@newrichmondwi.gov](mailto:mdarrow@newrichmondwi.gov)  
Phone: 715-243-0401

Jeremiah Wendt, Director of Public Works  
156 East First Street  
New Richmond, Wisconsin 54017  
[jwendt@newrichmondwi.gov](mailto:jwendt@newrichmondwi.gov)  
Phone: 715-243-0439

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SIGNATURE PAGE FOLLOWS.

**THIS MEMORANDUM OF UNDERSTANDING** is hereby adopted on this \_\_ day of \_\_\_\_\_, 2018.

**CITY OF NEW RICHMOND**

**{INSERT INDIVIDUALS**

\_\_\_\_\_  
By: Fred Horne  
Its: Mayor

\_\_\_\_\_  
By:  
Its:

ATTEST:

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

**DRAFT**

**EXHIBIT A  
PROPERTY DESCRIPTION**

**See attached.**

**DRAFT**



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## MEMORANDUM

**TO:** Park Board Members  
**FROM:** Noah Wiedenfeld, Management Analyst  
**DATE:** September 14, 2018  
**SUBJECT:** Pickleball Courts

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### **BACKGROUND**

At the last meeting, the Park Board approved a request from the New Richmond Pickleball Association to have a storage box at Mary Park for equipment. City staff were directed to gather more information about the costs of fencing, posts and nets, etc.

### **UPDATE**

City staff received a quote from Cyclone Fence for 150 feet of 4-foot high chain link fence in the amount of \$2,868. This includes materials and labor. The work could already be completed this fall. Cyclone Fence could also install the posts; they are currently installing a pickleball court in Frederic, WI. The estimated costs for four posts and two outdoor nets is approximately \$1,000. The New Richmond Pickleball Association has also expressed an interest in making a financial contribution to the project.

In regards to the basketball courts at Woodland Creek, City staff did some research into the matter going back to when the parkland was first dedicated to the City of New Richmond. The asphalt was installed in 2005 and was not poured to specifications. At that time, it was recommended that the asphalt be milled and repaved. Minutes from the October 2006 Park Board meeting indicate that the area would remain basketball courts due to the high resurfacing costs. City staff are currently waiting to hear back for quotes from two companies, but it's anticipated that the cost will be substantially more than the cost of the pickleball courts at Mary Park (likely in the tens of thousands of dollars).

### **ACTION REQUESTED**

The Park Board should consider making a formal motion in regards to the quote from Cyclone Fence for fencing at Mary Park and the purchase of permanent posts and outdoor nets.



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## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Whispering Prairie Park Master Plan

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### **BACKGROUND**

At the August meeting, the Park Board approved the plan for the future park in the Whispering Prairie development, with the exception of the rock climbing wall and the shade structure.

### **UPDATE**

CRS Design has updated the design to replace the previous rock climbing wall (due to concerns about bees/wasps) with a different climber, and provided additional information about the shade structure. The metal frames have a 20-year warranty, and the shade fabric is fire-rated and has a 10-year warranty.

Before playground equipment is purchased, City staff would like to show the proposed plan to the neighborhood for any additional feedback. This would likely be done in the form of a mailing that would be sent to all residents in the Whispering Prairie development.

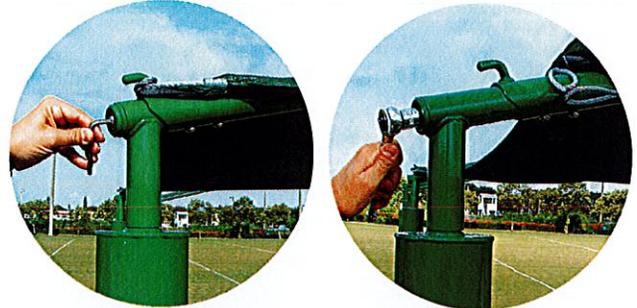
### **ACTION REQUESTED**

The Park Board should consider a formal motion to approve the shade structure as part of the plan for the park.

# Why choose Shade Systems™?

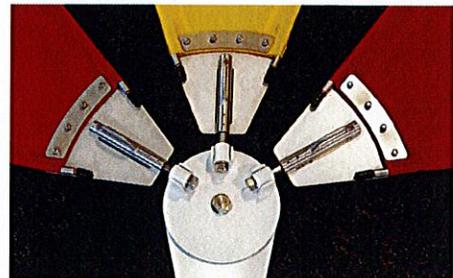
## ✓ Turn-N-Slide™ Easy Fastening System

- Makes it easy to remove and re-attach the fabric canopy for the winter season or in case of severe storm such as hurricanes (most other shade companies' products are permanent and require professional installers to remove and re-install the canopy).
- Only patented and time-tested system of its kind – in continuous use nationwide since 2003
- See our demonstration video at:  
<http://www.shadesystemsinc.com/turn-n-slide-video.htm>



## ✓ One-Point 'Sail' Attachment System

- No need to thread messy cables – each corner of the Sail fabric canopy features a stainless steel bracket with just one tensioning bolt to easily attach or remove the canopy. Cables are permanently concealed in the hems and terminate in the stainless steel bracket – you never have to touch them!



## ✓ Extensive use of stainless steel for maximum corrosion resistance

- All stainless steel hardware
- All stainless steel cables

## ✓ 100% U.S. made – All under one roof in our Florida factory!

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**20** yrs on metal frames against rust-through corrosion

**10** yrs on CoolNet™ shade fabric against deterioration

**10** yrs on CoolNet™ stitching thread against deterioration

**10** yrs on Turn-N-Slide™ Easy Fastening System

*(And none of the above warranties are pro-rated!)*

## ✓ Fire Rated

- CoolNet™ Shade Fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Ask for a copy of the test results.

## ✓ Maximum U.V. protection

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Local: 352.237.0135  
Fax: 352.237.2256

e-mail: [info@shadesystemsinc.com](mailto:info@shadesystemsinc.com)  
web: [www.shadesystemsinc.com](http://www.shadesystemsinc.com)



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## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Fox Run Park Master Plan

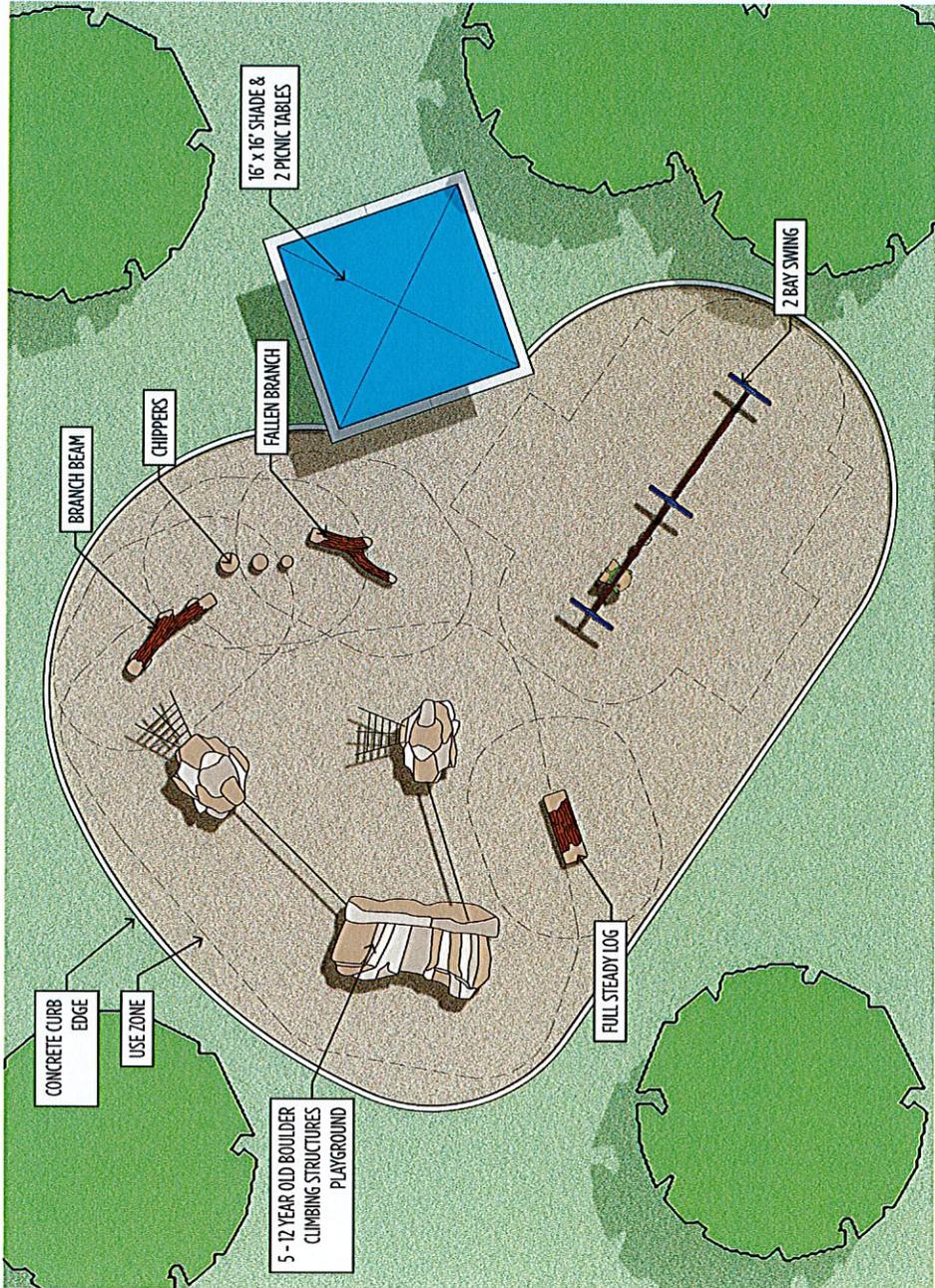
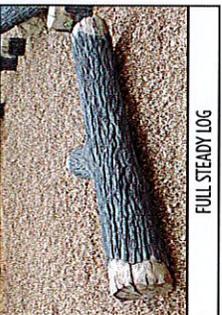
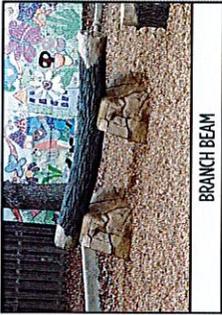
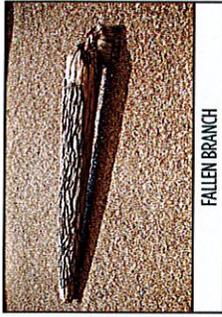
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### **BACKGROUND**

City staff are working with a landscape architect from CRS Design, LLC to develop master plans for future parks in the Fox Run and Whispering Prairie developments. The first phase of the project included preparing conceptual bubble diagrams, initial design thoughts, and cost estimates, all of which were shown at the July Park Board meeting. Phase Two includes creating graphic drawings that provide a more in-depth look at the design.

### **ACTION REQUESTED**

The Park Board should consider a formal motion to approve the master plan for the Fox Run Park. It would then be added to the Comprehensive Outdoor Recreation Plan. The Park Board should also discuss the project timeline, and when they might wish to designate funds to the project for staff to begin site work, purchase playground equipment, etc.





**COMMERCIAL  
RECREATION  
SPECIALISTS**

**Quote**

Quote Number: 092018A  
Quote Date: 9/17/2018

Commercial Recreation Specialists  
807 Liberty Dr., Ste 101  
Verona, WI 53593-9160  
Ph: (877) 896-8442 Fx: (608) 848-8782  
43-2046045

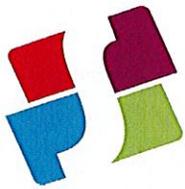
Bill To :
New Richmond 156 East First St New Richmond, WI 54017

Ship To :
New Richmond 156 East First St New Richmond, WI 54017

Customer ID	Customer PO Number	Sales Rep Name
NEW RICHMOND		Splits
Valid Through	Shipping Method	Payment Terms
11/30/2018	BEST WAY	Prepaid

Item	Description	Quantity	Unit Cost	Amount
/99999 PLAYGROUND	PLAYGROUND Themed Concepts	1.00	28,511.00	28,511.00
/99999 PLAYGROUND	CR-215 Rock n Ropes Themed Concepts	1.00	3,734.00	3,734.00
/99999 PLAYGROUND	IP-117 Branch Beam Themed Concepts	1.00	3,134.00	3,134.00
/99999 PLAYGROUND	IP-116 Fallen Branch Themed Concepts	1.00	2,982.00	2,982.00
/99999 PLAYGROUND	IP-131 Full Steady Log Themed Concepts	1.00	828.00	828.00
/99999 PLAYGROUND	Log Chips (set of 3) Playcraft Arch Swing	1.00	4,256.52	4,256.52
/99999 PARK MISC ITEMS	2 Bay Arched Swing, 2 belt swings, 1 full bucket swing, 1 ADA Swing, Colors: To be selected from Playcraft standard color options			
/99999 PARK MISC ITEMS	TABLES Superior T8WEBSPSM	2.00	1,152.00	2,304.00
	8ft table, 2 attached 38" seats, 1 attached 8ft seat, rounded corners, 3/4 #9 expanded metal, Surface Mount or Portable, ADCP accessible, Colors: To be selected from Superior standard color option			

Continued



**COMMERCIAL  
RECREATION  
SPECIALISTS**

Commercial Recreation Specialists  
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Verona, WI 53593-9160  
Ph: (877) 896-8442 Fx: (608) 848-8782  
43-2046045

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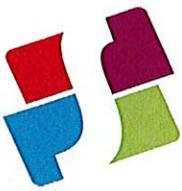
Bill To :
New Richmond 156 East First St New Richmond, WI 54017

Ship To :
New Richmond 156 East First St New Richmond, WI 54017

Customer ID	Customer PO Number	Sales Rep Name
NEW RICHMOND		Splits
Valid Through	Shipping Method	Payment Terms
11/30/2018	BEST WAY	Prepaid

Item	Description	Quantity	Unit Cost	Amount
/99999 SHADE	SHADE Shade Systems S161608PM	1.00	3,858.75	3,858.75
/99999 SHADE	16' X 16' pier mount shade with 8' eave, Color: To be selected from Shade Systems standard color options Drawings and Calcs Wisconsin Engineer Sealed Drawings and Calculations	1.00	900.00	900.00
/99999 PARK MISC ITEMS	SITE WORK Concrete Curb as per site plan	1.00	2,000.00	2,000.00
/99999 PLAYGROUND	Concrete Slab For Installation of Themed Concept Equipment	1.00	4,000.00	4,000.00
/PLAYGROUND SVC	Playground Supervision of Playground Equipment Installation  Freight is quoted to a commercial location that an be easily accessed by a semi with 48' or 53' trailer. A forklift will be required for off-loading.	1.00	7,500.00	7,500.00

Continued



**COMMERCIAL  
RECREATION  
SPECIALISTS**

**Quote**

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Quote Date: 9/17/2018

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Customer ID	Customer PO Number	Sales Rep Name
NEW RICHMOND		Splits
Valid Through	Shipping Method	Payment Terms
11/30/2018	BEST WAY	Prepaid

Item	Description	Quantity	Unit Cost	Amount
	50% due upon acceptance, 30% due upon shipment, 20% due upon completion  NOTES: Receiving, off-loading and installation of play equipment, shade and table is not included with this quote.			

**Note:** This quote is valid for 30 days. Please review the above information carefully. It defines your order as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Net Order: 64,008.27  
Freight: 3,119.24  
Sales Tax: 0.00  
**Order Total: 67,127.51**

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_



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

## MEMORANDUM

**TO:** Park Board Members  
**FROM:** Noah Wiedenfeld, Management Analyst  
**DATE:** September 20, 2018  
**SUBJECT:** Freedom Park Disc Golf RFP

---

### **BACKGROUND**

At the August meeting, the Park Board voted to direct staff to prepare a request for proposals (RFP) for the design of a disc golf course at Freedom Park. A draft RFP has been prepared by City staff and is included with this memo. If the Park Board is comfortable with the RFP, it will be distributed to various disc golf associations and experienced design professionals, and proposals would be brought to the Park Board in October for review and further discussion.

### **ACTION REQUESTED**

The Park Board should consider a formal motion to publish the RFP as presented.

**Request for Proposals**  
*Design Services for Freedom Park  
Disc Golf Course*



CITY OF NEW RICHMOND  
THE CITY BEAUTIFUL

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

**Proposal Due Date: October 19, 2018**

# REQUEST FOR PROPOSALS

## Design Services for Freedom Park Disc Golf Course

### GENERAL INFORMATION

Date of Request: September 27, 2018

Project Title: Design Services for Freedom Park Disc Golf Course

Submittal Date: 4 p.m. local time, Friday, October 19, 2018. There will not be a public opening for this RFP.

Late Proposals: Any proposal received by the City after the exact time and date specified will not be considered.

Withdrawal of Proposals: Proposals may be withdrawn by written notice received at any time prior to the proposal closing date and time. Proposals may also be withdrawn in person by an officer or by a representative of the firm, provided that the representative signs a receipt for return of the proposal.

Submit to: City of New Richmond  
Attn: Noah Wiedenfeld  
156 East First Street  
New Richmond, WI 54017

Please label the sealed envelope of the submittal: Design Services for Freedom Park Disc Golf Course

Three (3) paper copies of the proposal are to be submitted for evaluation by the City. No faxed or electronic proposals will be accepted.

Contact Person: Noah Wiedenfeld  
Management Analyst  
156 East First Street  
New Richmond, WI 54017  
715-246-4268  
[nwiedenfeld@newrichmondwi.gov](mailto:nwiedenfeld@newrichmondwi.gov)

## **PURPOSE**

The City of New Richmond, WI (City) is seeking proposals from qualified and experienced firms or individuals who offer services specializing in disc golf course design. The proposal is for the design services for a new eighteen-hole disc golf course at Freedom Park.

## **PROJECT BACKGROUND**

The City of New Richmond's Freedom Park is located at 1310 County Road CC. Located along the shore of Hatfield Lake, Freedom Park is a 105-acre regional park that was purchased in the early 2000s by the City and named to honor our active-duty and former armed services personnel for their service to our country. The park currently has six irrigated athletic fields, two picnic shelters, a paved multi-use trail, and a gravel parking lot with a gravel road. The northeast corner of the park was previously identified as a possible location for an eighteen-hole disc golf course.

## **SCOPE OF SERVICES**

The minimum scope of work is outlined below:

1. Develop three (3) conceptual design options for the disc golf course
2. Facilitate two (2) public meetings to receive input from the community
3. Develop a detailed, final design with an estimated cost of construction

## **PROPOSAL REQUIREMENTS**

Proposals that do not address the items listed in this RFP may be considered incomplete and may be deemed non-responsive by the City of New Richmond at its sole discretion. It is the responsibility of the consultants submitting proposals to determine the actual efforts required to complete the project. Proposals shall be limited to **no more than ten pages in length** and shall include the following:

1. A brief description of the firm, including experience with designing disc golf courses.
2. Provide a list of relevant projects undertaken or designed by or under the direction of the individual or consultant submitting the proposal. Provide the names, addresses, and phone numbers of three client references along with the approximate budget and other pertinent information about the projects.
3. Provide an exact statement of the services to be provided within the fee proposal. Provide the total cost based on the fee schedule for the billing of services. Provide a schedule of the hourly rate of the individual(s) working on this project and out of pocket expenses.
4. Provide an estimated timeline for completing the design of the disc golf course. Note variations in time schedule, if any.
5. Provide a list of all projects for which your firm is currently responsible and percent of design and/or construction completed.
6. Provide a sample plan of one of your recent disc golf course design projects completed within the past five years.

## **INCURRING COSTS**

The City is not liable for any costs incurred by firms prior to the signing of a contract. Expenses incurred in the preparation of submittal, presentations, and other incidental activities related to this solicitation are solely the responsibility of the respondent.

## **EVALUATION AND SELECTION PROCESS**

The City of New Richmond will evaluate proposals and make a decision for award based on the following criteria (in no particular order):

1. Qualifications and experience of the consultant and proposed project team (if applicable) with regards to similar disc golf courses
2. Evidence that the consultant expresses a clear understanding of the scope of work and that the proposal contains all information requested in the request for proposals
3. Overall quality, professionalism, and completeness of proposal submission
4. References
5. Cost of services

## **DISCLOSURE**

All information in a Consultant's proposal is subject to public disclosure under the provisions of Wisconsin law.

## **TENTATIVE PROJECT TIMELINE**

The following timeline represents the City's best estimates for the completion of major milestones regarding this RFP:

Submission of Proposals to City: October 19, 2018

Review of Proposals by Park Board & Approval of Contract: October 31, 2018

Preliminary & Final Disc Golf Course Designs Completed: Spring 2019

Construction: Summer 2019

## **CONTRACT AWARD**

It is the City's intent to review all respondent qualifications and proposals conscientiously and to select a candidate based upon selection criteria. Should the City believe it would be in the best interest of the City, it may enter into negotiations with any of the Consultants until a contract sum can be finalized with the successful candidate. Furthermore, the City reserves the right to modify the scope of the project based upon estimated costs and organizational needs.

The City reserves the right to waive any irregularities in any proposal and to select the proposal that is most advantageous to the City. The City and its representatives reserve the right to reject any and all proposals or to request additional information from any respondent or from all respondents.

## **ATTACHMENTS FOR REVIEW**

1. Site photos
2. Original Freedom Park Master Plan
3. Topographic Map of Freedom Park



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

## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 18, 2018

**SUBJECT:** Eagle Scout Project – Oakes Barn

---

### **BACKGROUND**

The oldest known structure in the City of New Richmond is the barn foundation of the Oakes family farm. The structure dates back to the early 1850s and is now located on City-owned property on the east side of Bilmar Avenue, near Paperjack Park.



Jordan Lyons is working towards earning the rank of Eagle Scout, and must complete his Eagle Scout project before his 18<sup>th</sup> birthday (in May). The project that Jordan is interested in at this time includes cleaning up the property around the Oakes barn, improving the existing stairs, and adding fencing and educational signage that tells about the history of the structure.

Jordan has more details to work out, but he would first like to receive approval from the Park Board to proceed with the project. The project would be completed in the spring of 2019, so Jordan would come back to the Park Board at a future meeting this fall or winter to approve more detailed plans.

### **ACTION REQUESTED**

The Park Board should consider a formal motion in support of Jordan Lyons proceeding with his Eagle Scout project, with the condition that the final proposal and details be brought back to the Park Board prior to the start of any work at the site.



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## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Food Trucks

---

### **BACKGROUND**

The City of New Richmond's current Code of Ordinances does not address food trucks. Over the past few months, City staff have received more inquiries from businesses about having food trucks at local events. Many communities have guidelines regarding designated locations for mobile food vendors, distance restrictions from restaurants, garbage, and general operating requirements. As City staff work to prepare a draft ordinance for New Richmond, we would like input from the Park Board about food trucks at city parks.

### **ACTION REQUESTED**

No formal action is needed at this time – this item is for discussion purposes only.



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www.newrichmondwi.gov

## MEMORANDUM

**TO:** Park Board Members  
**FROM:** Noah Wiedenfeld, Management Analyst  
**DATE:** September 20, 2018  
**SUBJECT:** Trail Kiosk Guidelines

---

### **BACKGROUND**

A trail kiosk was installed this summer near W 6<sup>th</sup> Street at the Rail Bridge Trail, and a second trail kiosk is awaiting installation. The kiosks will feature a parks and trails system map, and also provide some limited space to promote upcoming trail-related events (e.g. local 5K run/walks, Million Calorie Burn, etc.) City staff would like the Park Board to consider approving some guidelines regarding the trail kiosk – just like many local businesses or organizations have guidelines about what can be displayed on a front lobby bulletin board.

### **DRAFT GUIDELINES**

- Materials shall be only be installed by City staff. Materials that are affixed to the outside of kiosks shall be removed.
- Materials shall include the sponsoring organization's name and/or logo.
- Materials shall be posted according to space availability.
- Materials posted in kiosks shall be discarded after posting expiration.
- The kiosks are not intended to be a community bulletin board. Due to space limitations, materials shall promote physical activity events that are trail-related, including but not limited to running, walking, bicycling, hiking, and cross country skiing. Materials shall promote local New Richmond events rather than events in other communities.
- City staff shall have the discretion not to approve materials that might be considered obscene or offensive.

### **ACTION REQUESTED**

The Park Board should consider a formal motion to approve the trail kiosk guidelines.



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[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Holiday Lights at Mary Park

---

### **BACKGROUND**

In July of 2016, the City of New Richmond approved a memorandum of understanding (MOU) with the Rotary Club of New Richmond for a holiday light display at Mary Park. The Rotary Club decided not to pursue the project due to the higher-than-anticipated costs associated with purchasing and installing lights, and other concerns associated with storage, volunteers, etc.

Although the Rotary Lights Project was not implemented in 2016, the Park Board should discuss whether there's interest in further exploring the idea of a holiday light display at Mary Park with other stakeholders in the community.

### **ACTION REQUESTED**

No formal action is necessary at this time.



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[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Freedom Park Trail

---

### **BACKGROUND**

In recent years, completing the remaining 5,000 feet of trail at Freedom Park has been one of the more important, large project priorities for the Park Board according to the project rankings completed by each member (the project was ranked No. 5 in 2016 and No. 9 in 2018).

The estimated cost of completing the project (using 2018 pricing) is about \$300,000 for an outside contractor to construct a 10' wide bituminous asphalt trail. The Army National Guard has expressed an interest in completing the grading work in 2019 as a training exercise, which could reduce the labor costs associated with the project.

If the Park Board would like to pursue this project, City staff received a proposal from Short Elliott Hendrickson Inc. (SEH) for design and staking services for the trail project, which is estimated to be \$23,900.

### **ACTION REQUESTED**

The Park Board should discuss the trail project and consider a formal motion to approve the proposal from SEH for design and staking services. Potential sources of funds could include impact fees (current balance is \$26,920.78) which must be used for new park or trail projects.

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services (Master Agreement) between City of New Richmond ("Client"), and Short Elliott Hendrickson Inc. (Consultant), effective November 1, 2000, this Supplemental Letter Agreement dated September 20, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Design and Staking Services for Freedom Park Trail, Phase 2.**

**Client's Authorized Representative:** Jeremiah Wendt, Director of Public Works

**Address:** 156 East First Street  
New Richmond, WI 54017

**Telephone:** 715.246.4268      **e-mail:** jwendt@newrichmondwi.gov

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

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

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

**Scope:** The Basic Services to be provided by Consultant as set forth herein is provided subject to the Master Agreement and any Exhibits attached to this Agreement.

General design tasks include project management, wetland field delineation, utility locates, topographic surveys in areas where recent grading has been completed, final design, DNR storm water permit, plan/profile sheets, cross section sheets, erosion control sheets, and construction staking. Specific scope of work and assumptions are listed below.

### **Base Scope of Work – Freedom Park Trail, Phase 2**

The proposed 10' wide bituminous trail in Freedom Park will extend approximately 5,000 feet around the north half of the site to complete the looped trail system around the park. The trail will roughly follow the alignment of the existing mowed trail which encircles the existing farm field. Some areas of the proposed trail will not follow the existing mowed trail, especially in areas near wetlands.

A wetland delineation was completed in 2005 of the entire site. Wetland delineations are only valid for a period of 5 years from the date of the original delineation, so another wetland delineation will be required in the area of the proposed work. For the purposes of this proposal, it is assumed that all grading work will be at least 75' from the edge of any existing wetlands. This will save the cost of having to prepare a wetland report. The existing wetlands will be flagged in the field, but no wetland report will be prepared and no DNR concurrence will be required. If it is determined during design that grading will need to occur within the 75' buffer zone, then a contract amendment will be prepared to add the wetland report and DNR concurrence to the scope and fee.

Since the ground disturbance for the project will exceed 1.0 acre, a DNR Stormwater Permit will be required. The permit application, erosion control plans, and stormwater calculations will be completed and submitted to the DNR for approval. It is assumed that no post-construction stormwater improvements will be required for this project.

It is understood that the grading work will be completed by the Army National Guard in 2019 as a training exercise, and that soil borings, construction quantities and bidding documents will not be required. All of the land

is owned by the City, so no land acquisition or easement preparation will be required. Construction staking will be included in the scope of work.

A topographic site survey was previously done for the entire site in 2010. It is assumed that this file will be usable and adequate for purposes of design, except that supplemental field surveys will be required on the west side of the site where a low area has been filled after the date of the original topographic surveys.

**Assumptions:**

- Assumes project is designed and constructed in the 2019 calendar year.
- A field topographic survey is available in electronic form, and is suitable for use.
- Does not include construction engineering services, other than staking.
- Does not include permit fees (City to pay any permit fees directly).
- No public informational meetings will be required.
- Soils exploration will not be needed for this project.
- No boundary surveys, easements, right-of-way plats or acquisition services will be required.
- Grading limits will be at least 75' from existing wetlands, so no wetland report, DNR concurrence or wetland permit application will be needed.

**Schedule:** Work will begin upon receipt of a signed contract and upon authorization to begin the work, and a completion schedule will be developed jointly with the City.

**Fees:** The total fee for the specific Base Scope of Work listed herein is estimated to be **\$23,900**, including expenses and equipment. This amount will be considered a not-to-exceed fee for the specific base scope of work listed herein.

The payment method, basis, frequency and other special conditions are set forth in the Master Agreement. Work will be billed hourly in accordance with Exhibit A-1 of the Master Agreement. Additional items requested by the City which are outside the base scope of work as specifically listed herein shall be invoiced on a time and materials basis, plus expenses, over and above the base price as listed above.

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

**Short Elliott Hendrickson Inc.**

**City of New Richmond**

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

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



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[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

## MEMORANDUM

**TO:** Park Board Members

**FROM:** Noah Wiedenfeld, Management Analyst

**DATE:** September 20, 2018

**SUBJECT:** Willow River Water Trail Consultant

---

### **BACKGROUND**

Earlier this summer, the City of New Richmond received a \$10,000 grant from the Wisconsin DNR to be used towards the Willow River Water Trail Initiative. Some of the project components included in the grant include website development, maps, chainsaw training, recreation plan, and the creation of a citizen-led "friends" organization.

Consultants Natalie Warren and Lee Vue have prepared a proposal in the amount of \$6,500 for content writing, brand and web development, and design services. These two individuals are well-known in the region for their work and expertise specifically on water trails, and come highly recommended.

### **ACTION REQUESTED**

The Park Board should consider a formal motion to approve a contract with Natalie Warren and Lee Vue as presented.

# PROJECT AGREEMENT

THE CITY OF NEW RICHMOND (hereinafter the "City") hereby agrees to engage NATALIE WARREN and LEE VUE (hereinafter the "Consultants") as consultants for the WILLOW RIVER WATER TRAIL development project (hereinafter the "Project"). The Consultants and the City (together referred to as the "Parties"), hereby agree to the following terms.

01

**TERM OF AGREEMENT.** The Services for the Project will commence as of September 10, 2018, and will continue until December 31, 2018,

02

**SCOPE OF SERVICES.**

a. The Consultants shall perform the Services to the best of their ability and to a standard of a reasonable professionalism within the industry of the Services to be provided. Any personnel provided by the Consultants shall perform their work to the same professional standard.

b. The Consultants will provide the City with content writing, brand and web development, and design services provided in Exhibit A, attached hereto. Should the City request the Consultants to perform additional services beyond what is provided in Exhibit A, the Parties will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

03

**COMPENSATION AND BILLING PROCEDURE.** The Consultants will be compensated and the City will be billed as provided in Exhibit B, attached hereto.

04

**INDEPENDENT CONTRACTOR STATUS.** The Consultants' statuses under this Agreement is that of independent contractors. The Consultants shall not be deemed employees, agents, partners or joint venturers of the City for any purpose whatsoever, and the Consultants shall have no authority to bind or act on behalf of the City. This Agreement shall not entitle the Consultants to participate in any benefit plan or program of the City. The Consultants shall be responsible for, and agree to comply with, obligations under federal and state tax laws for payment of income and, if applicable, self-employment tax.

05

**LIMITATION OF LIABILITY AND INDEMNIFICATION.** The Consultants shall not be liable to the City for any loss incurred in the performance of their Services hereunder unless caused by the City's intentional misconduct. The City agrees, at its sole defense, to indemnify and defend the Consultants from and against any damages, claims or suits by third parties against the Consultants arising from the performance of the Consultants' Services hereunder unless caused by the Consultants' intentional misconduct.

06

#### **CONFIDENTIALITY.**

a. "Confidential Information" means all information and data, including, but not limited to, all business, planning, performance, financial, product, trade secrets, technical, sales, marketing, including Consultants and customer information and data that is disclosed orally, in writing or electronically to the Consultants by the City hereunder. Confidential Information shall not include information which (i) is or becomes generally available to the public without the Consultants' fault, (ii) is lawfully obtained by the Consultants from a third party or parties unconnected to the City, without breach of any confidentiality obligations hereunder, or (iii) is required to be disclosed by law.

b. The Consultants and the City respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any Confidential Information. The Parties will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Parties will be responsible for any loss or damage.

c. Upon the request of the City, and in any event upon the termination or suspension of this Agreement, the Consultants shall immediately return all materials to the City, including all copies in whatever form, containing any Confidential Information which are in the Consultants' possession or under its control.

07

#### **OWNERSHIP OF WORK PRODUCT.**

a. All work product, property, data, documentation, information or materials conceived, discovered, developed or created by the Consultants pursuant to this Agreement (hereinafter the "Work Product") shall be owned exclusively by the City.

b. The Consultants have permission to use the Work Product in future presentations, portfolios, and through online and social media platforms.

08

#### **TERMINATION.**

a. The Consultants or the City may terminate this Agreement (hereinafter the "Terminating Party") at any time in the event that either of the Parties breaches any part of this Agreement (hereinafter the "Breaching Party"), so long as prior written notice is given by the Terminating Party and the breach is not remedied by the Breaching Party within 30 business days.

b. The Consultants or the City may with or without cause, upon written notice within 15 business days, terminate this Agreement immediately for any reason.

c. In the event of termination, the Consultants shall deliver to the City copies of all reports, documents, and other completed Work Product performed by the Consultants under this Agreement.

d. Following the termination of this Agreement, the Consultants shall be compensated for reasonable value of the Services performed up to the date of termination. Compensation received by the Consultants before the date of termination are nonrefundable.

09

**NOTICE AND CORRESPONDENCE.**

a. Any notice shall be deemed given on the day of mailing or, if notice is e-mail or fax, on the next day following the day notice is deposited with the mail delivery company for transmission, or e-mailed or faxed.

b. Correspondence should be sent to named individuals in Exhibit C, attached hereto.

10

**AMENDMENTS.** For any amendment to this Agreement to be valid or binding it must be in writing and signed by both Parties.

11

**ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

This Agreement sets forth the entire agreement between the Parties represents their entire understanding in regard to the Project. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

**CONSULTANTS**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name           Natalie Warren          

Printed Name           Lee Vue          

Date \_\_\_\_\_

Date \_\_\_\_\_

**CITY REPRESENTATIVE**

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

**ATTACHMENTS:**

- *Exhibit A: Scope of Services*
- *Exhibit B: Compensation and Billing Procedure*
- *Exhibit C: Correspondence*

# EXHIBIT A: SCOPE OF SERVICES

## 01. CONTENT WRITING

- a. Travel to the water trail to assess and study the area
- b. Apply knowledge, best practices, and expertise in water trail content creation, communications and marketing
- c. Create, prepare, and submit to City for approval, content about the water trail, paddle routes and itineraries, outfitters and local businesses, and safety guidelines for recreational use

## 02. BRAND DEVELOPMENT

- a. Support and assist in the development of the Project's logo and brand assets and style
- b. Create brand and style guidelines
- c. Photography
  - i. Develop image criteria and shot list
  - ii. The City shall support the photography by coordinating groups or specific individuals to be present on days dedicated to photography per the needs of the Project

## 04. WEB DEVELOPMENT

- a. Create a functional website by end date in Term of Agreement
- b. Develop wireframe for a visual of the information infrastructure to be review and approved by the City
- c. Provide quotes for web-related expenses the City is responsible for. See Exhibit B 1d for list of expenses
- d. Develop instructional documentation and in-person training for the City for the web hosting platform
- e. Selection of high quality images
- f. Connect website to other communication platforms and/or systems that the City uses to the best of the Consultants' abilities
- g. Integration of an interactive map of the river

## 05. DESIGN

- a. Design multiple brochures, varying in information
- b. Create vectorized map of the water trail, usable across various print and digital marketing collateral
- c. Create and standardized social media assets, if needed
- d. Provide quotes for design-related expenses the City is responsible for. See Exhibit B 1d for list of expenses

# EXHIBIT B: COMPENSATION AND BILLING PROCEDURE

## 01. COMPENSATION

- a. The City will pay a total fee of \$6,500 for the Services performed by the Consultants by the end date as indicated in Term of Agreement.
- b. The City may request further consulting from the Consultants after the completion of the Project for a fee of \$100 per hour.
- c. If the Project is terminated by the Consultants or the City, Clause 9 of Term of Agreement holds true.
- d. The Consultants are not responsible for the following expenses that may be associated with the Project:
  - i. Website hosting, domain, and premium plug-ins or add-ons
  - ii. Printing and stationery
  - iii. Postage, shipping and delivery
  - iv. Advertisement and promotion including marketing promotional merchandise
  - v. Softwares such as content management system (CMS) and customer relationship management (CRM)
  - vi. Premium memberships or subscriptions for digital platforms and services

## 02. BILLING AND PAYMENT PROCEDURES

- a. All invoices from the Consultants shall be rendered 7 business days prior to the last day of the month, and due by the City within 14 days of invoice date.
- b. Payments are received by check or direct deposit to the Consultants.
- c. A two percent (2%) monthly service charge will be billed against late payments.

# EXHIBIT C: CORRESPONDENCE

## 01. CITY

Correspondence to the City should be sent to:

Noah Wiedenfeld  
Management Analyst  
City of New Richmond  
156 East First Street  
New Richmond, WI 54017  
E: nwiedenfeld@newrichmondwi.gov  
P: 715.243.0422

## 02. CONSULTANTS

Correspondence to the Consultants should be sent to:

Natalie Warren  
2612 Murray Avenue  
Minneapolis, MN 55418  
E: natalie.warren11@gmail.com  
P: 651.272.9006

and

Lee Vue  
1636 Margaret Street  
Saint Paul, MN 55106  
E: lee@elefut.com  
P: 651.434.5531

## PARK LAND TRUST FUND #800

	Beginning Balance			Ending Balance
	<u>8/1/2018</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>8/31/2018</u>
Park Land Dedication Funds	88,012.14	2,864.95	-	90,877.09
Hatfield Campgrounds	85,321.53	5,865.01	(1,458.75)	89,727.79
Freedom Park	5,206.62	-	(268.64)	4,937.98
Tree Planting	668.75	-	-	668.75
Nature Center/Doar Prairie Trail	(95.13)	-	-	(95.13)
Dog Park	(270.30)	199.73	-	(70.57)
NR Decals	(293.69)	-	-	(293.69)
Rich River Trails/Greaton Park	113.20	-	-	113.20
Donations - Citizens Field	-	-	-	-
Donations - Hatfield Park	1,200.00	-	-	1,200.00
Donations - Memorial Bench - Warner	800.00	-	(670.00)	130.00
Donations - Memorial Tree - Pape	400.00	-	-	400.00
Donations - Legacy Bench - Schaffer	617.23	-	-	617.23
Donations - Legacy Bench - Wentz	617.22	-	-	617.22
Donations - Legacy Tree	-	-	-	-
Donations - Benches @ Skate Park	750.00	-	-	750.00
Donations - Canoe/Kayak Launch	322.35	-	(1,921.42)	(1,599.07)
Donations - Trees for Parks/Trails	1,500.00	-	-	1,500.00
Urban Forestry Grant Expenses	(6,905.41)	-	-	(6,905.41)
Mary Park Boat Launch	1,248.12	57.18	-	1,305.30
Mary Park Fishing Dock (Insurance)	8,275.00	-	-	8,275.00
Surface Water Grant - Willow River	7,500.00	-	(1,156.88)	6,343.12
WT Doar Trust Funds / Celebration	504.03	-	-	504.03
<b>Totals</b>	<b>\$ 195,491.66</b>	<b>8,986.87</b>	<b>(5,475.69)</b>	<b>\$ 199,002.84</b>
				199,002.84

## IMPACT FEES FUND #210

	Beginning Balance			Ending Balance
	<u>8/1/2018</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>8/31/2018</u>
Impact Fees - Parks	25,395.78	1,525.00	-	26,920.78
Freedom Park - Development	-	-	-	-
Freedom Park - Tree Transplanting	431.19	-	-	431.19
<b>Totals</b>	<b>\$ 25,826.97</b>	<b>1,525.00</b>	<b>-</b>	<b>\$ 27,351.97</b>
				27,351.97

<b>Total Park Funds</b>	<b>226,354.81</b>
<b>Restricted Park Funds</b>	<b>108,556.94</b>
<b><u>Net Available Funds</u></b>	<b><u>117,797.87</u></b>

**Projects approved by Park Board**

**Citizens Field - Bathrooms**

3/27/13 - Park Board Meeting \$ 8,000 Loan to Friends of Citizens Field

Erica Kufus moved to borrow \$8,000.00 to Citizens Field from the Park Fund to redo the bathrooms, to be paid back five years from the time the money is borrowed, seconded by James Jackson, motion carried.

Bathroom project completed in July 2015 - loan due by 7/31/2020			Balance
Advertising Sign Space Revenue	Mar-May 2017	(3,600.00)	4,400.00
	Nov-17	(500.00)	3,900.00
		-	3,900.00 @ 8/31/18

**Nature Center/Doar Prairie Trail**

12/7/16 - Park Board Meeting

<b>Commitments</b>		Spent to date	Balance
Park Trust Fund - Hatfield Campground	\$ 10,000	(11,845.13)	\$ (1,845.13)
Add'l - Doar Land Appraisal for grant	\$ 1,750		\$ 1,750.00
	\$ 11,750		\$ (95.13) @ 8/31/18

**Skate Park - 2015 Development**

1/19/15 - Park Board Meeting

<b>Commitments</b>		Spent to date	Balance
Park Impact Fees	\$ 2,500	(2,500.00)	\$ -
Donations	\$ 127,627	(127,627.49)	\$ -
	\$ 130,127		\$ - @ 8/31/18

**Freedom Park - Tree Planting / Transplanting**

5/25/16 - Park Board Meeting

<b>Commitments</b>		Spent to date	Balance
Park Impact Fees	\$ 2,000	(1,568.81)	\$ 431.19
Park Trust Fund - Hatfield Campground	\$ 2,000	(1,331.25)	\$ 668.75
	\$ 4,000		\$ 1,099.94 @ 8/31/18

**Recreation Plan Funding**

3/29/17 - Park Board Meeting

<b>Commitments</b>		Spent to date	Balance
Freedom Park Lease Revenue - 2017	\$ 8,000	(8,000.00)	\$ - @ 8/31/18