

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

May 23, 2018

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

Notice is hereby given there will be a Special Session of the Council of the City of New Richmond on Wednesday, May 30, 2018 at 4:00 p.m. in Lower Conference Room #1 of the Civic Center, 156 East First Street, New Richmond, WI 54017.

AGENDA:

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda
5. Recycling RFP
6. VFW
7. Annexation
8. Potential Rezone for Fusion Metal Property
9. Student Resource Officer
10. Capital Improvement Plan 2018 – 2022
11. Compensation Study
12. Civic Center Remodeling Design Contract
13. Amendment to Building Inspector Contract
14. Community Development Update
15. Accessible Playground at Freedom Park
16. Forward New Richmond Consultant
17. Ordinance Amendment – Vaping on School Property
18. 125th Street Annexation Reimbursement Agreement
19. 140th Street - Street Lighting Upgrade
20. Communications and Miscellaneous
21. Adjournment

Fred Horne, Mayor

cc: The New Richmond News
Northwest Communications
City Website



TO: Mayor and Council

FROM: Rae Ann Ailts, Finance Director
Joel Enders, Management Analyst

DATE: May 21, 2018

RE: RFP for Residential Recycling Services

BACKGROUND

In 2017, staff organized a roundtable discussion with the licensed recycling and refuse haulers who operate within our City. Participants discussed various topics that included challenges facing the industry, current refuse/recycling policies, wear-and-tear on City streets, and resident feedback. As part of these discussions and feedback, staff identified the following needs, which were communicated to the Public Works Committee:

- Ensure consistent and sustainable refuse and recycling services are offered to all residents; multi-tenant, commercial and industrial businesses
- Refuse and recycling collection in City parks provided by a contracted service
- Reduce wear and tear on roads and alleys
- Updated contracts for services

Based upon these identified needs, staff was directed to draft a Request for Proposal (RFP) for Refuse and Recycling Services, which was presented to the Public Works Committee and Council. Staff has also held two roundtable discussions with haulers regarding the draft RFP. Upon further analysis, staff is recommending a two-phase approach to refuse and recycling services. The first phase will focus on recycling services with an RFP issued in 2018. The second phase would engage the community, evaluate refuse collection in 2018, and provide a recommendation in 2019.

The attached RFP seeks a single-source provider of residential recycling services for the City. “Residential” is defined as single family, duplexes, triplexes and fourplexes. The RFP also includes municipal buildings and parks as outlined in the accompanying schedule. Commercial, industrial, and multi-family structures of greater than four dwelling units are not included in the RFP; these enterprises contract directly with service providers.

Note that bidders may attach proposed modifications, conditions, or qualifying statements to the requirements specified in the RFP.

RECOMMENDATION

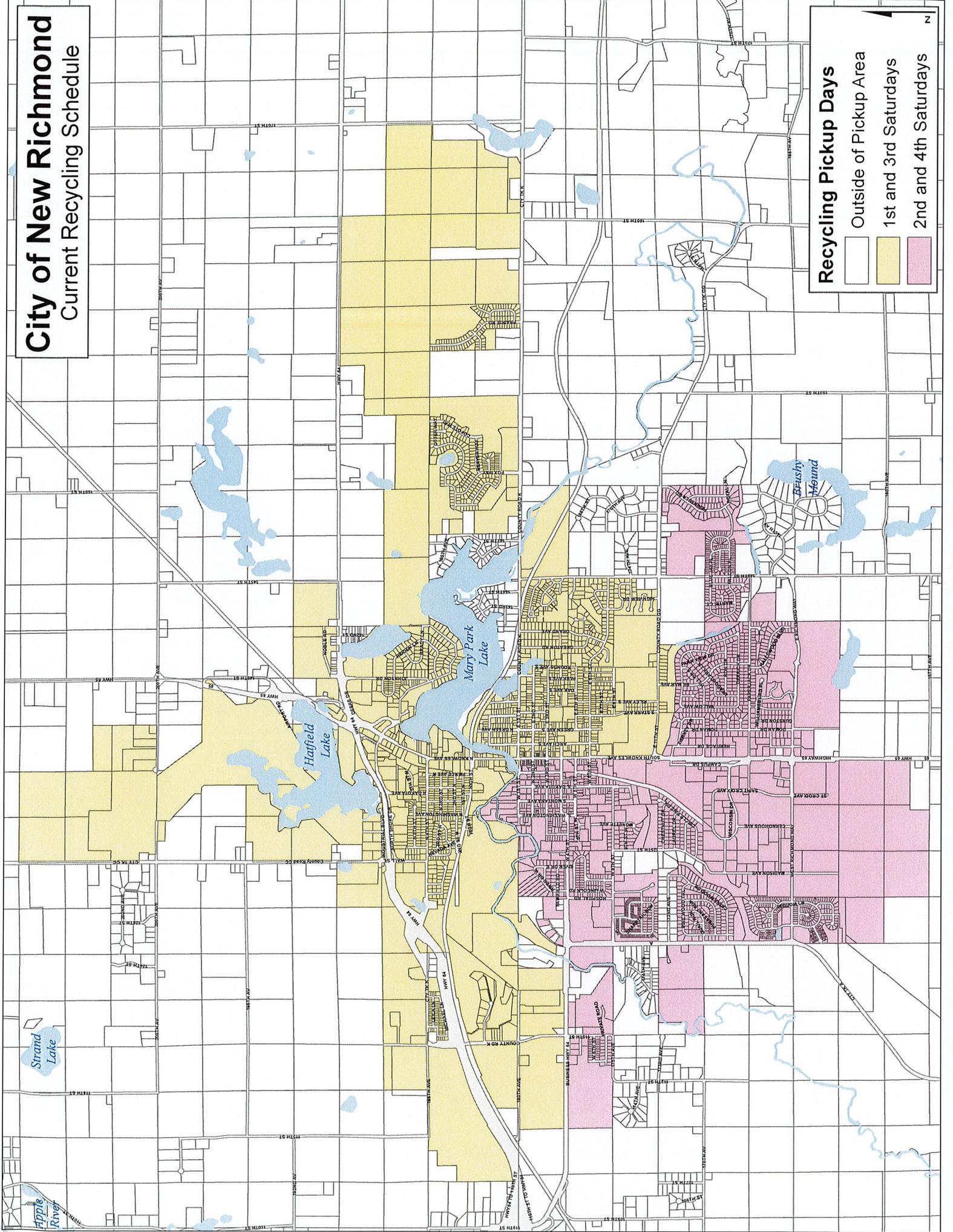
Staff recommends approval to advertise the attached RFP for Residential Refuse and Recycling Services.

The Public Works Committee recommended approval of this item on May 7, 2018, subject to two conditions that have been incorporated into the attached RFP:

1. Proposal Security amount reduced from \$10,000 to \$5,000
2. Vehicle specification schedule replaced by a bidder supplied description/specification of vehicles to be utilized in the performance of the contract

City of New Richmond

Current Recycling Schedule



Recycling Pickup Days

	Outside of Pickup Area
	1st and 3rd Saturdays
	2nd and 4th Saturdays

▲ N



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Request for Proposals (RFP) Residential Recycling Collection and Disposal Services

The City of New Richmond, St. Croix County, Wisconsin (hereinafter “City”) is seeking proposals for comprehensive, high-quality weekly single stream recycling collection and disposal services **for residential properties within the City beginning January 1, 2019**. Any interested firm (hereinafter “Hauler”) desiring to provide such services shall submit proposals according to the instructions contained herein. Proposals will be judged against the requirements, specifications, and preferences contained in this RFP. The City intends to enter into agreements with a **single**, qualified firm for the entire management of the city’s recycling collection and disposal services.

1. Introduction and Background Information

The information below pertains to the current recycling practices within the City of New Richmond.

1.1 City of New Richmond Background

The City of New Richmond, Wisconsin is located in St. Croix County, near the Minnesota State border. The City of New Richmond is home to 8,909 residents. Over the last several years, the City has averaged 45-55 new single-family dwellings annually. As of November 2017, 96 new single-family dwelling permits have been issued. Curb and gutter streets exist for most dwellings units within the City. However, current practice for pick up within certain areas of the City utilizes alleys; *the City does not wish to continue this practice.*

1.2 City of New Richmond Current Recycling Program

The City of New Richmond requires all residents to participate in the City’s curbside recycling services. A recycling fee is charged to each single family and multi-tenant dwelling in accordance with City ordinance 66-23. This fee is collected through utility billing. The City’s current recycling contract is provided by a single hauler and has been in place since 1996.

Residents purchase 18-gallon recycling bins from the City, limit two per residence. The Hauler collects recycling at each residence two times per month on an alternating schedule (See Exhibit A) with collection occurring on Saturdays. Current materials that can be collected for recycling include #1 and #2 plastics, glass bottles and jars, aluminum, steel food containers, newspapers, magazines, catalogs, mixed paper and cardboard. Waste oil in sealed containers and automotive batteries that are not leaking are also pickup at curbside.

Additionally, the City's contracted recycling Hauler provides staffing for the City's Recycling Center each Saturday from 8am to 12pm.

1.3 Exhibits

The attached exhibits are provided for informational purposes:

Exhibit A: Current Recycling Collection Route Map

Exhibit B: Municipal Facilities for Collection

2. Instructions to Bidders

It is the intent of the City to enter into an exclusive contract for residential recycling collection and disposal. The contract shall include single-family attached and detached homes, duplexes, triplexes, fourplexes, and municipal properties as specified herein. **Multi-family apartments greater than four dwelling units and all commercial and industrial properties are exempted from the scope of this contract.**

2.1 Proposal Submittal and Questions

- All questions and the Proposal should be directed to:

Rae Ann Ailts, Finance Director
156 E First Street
New Richmond, WI 54017

- Proposals are due no later than 11:00 a.m., **Month/Day/Year**.
- Four (4) copies of the Proposal should be submitted.
- Sealed envelopes should be clearly labeled "Residential Recycling Collection Services"
- Facsimile machine transmitted or electronic proposals shall not be accepted.
- Proposals arriving after the above specified time, whether sent by mail, courier, or in person, will not be accepted.
- A written request for withdrawal of a proposal may be granted if the request is received by the City of New Richmond prior to the specified time of opening.

The opening of all proposals shall commence immediately after the stated due date and time at the New Richmond Civic Center, 156 E First Street, New Richmond, Wisconsin (Council Chamber), and all proposals shall be publicly read or posted. All potential Haulers and the public may attend the proposal opening. The City will review all proposals and render a decision within sixty days of opening.

A properly prepared proposal shall consist of all items listed on the Submittal Checklist in Section 7.

2.2 Investigation by potential Hauler

It shall be the responsibility of the Hauler to thoroughly read and understand all information, instructions, and specifications contained herein. Haulers are expected to be fully informed and understand the conditions and requirements of service provision. Failure to do so is at the Hauler's own risk. No plea of error or ignorance will be accepted as a basis for modifying the requirements and

responsibilities of service provision. A Hauler is assumed to be fully familiarized with all conditions and requirements of service provision at the time of proposal submission.

2.3 Hauler Information

The Hauler shall furnish the following information:

1. A list of areas or municipalities in the State of Wisconsin for which the Hauler furnishes or has furnished recycling collection and disposal services for a period of at least one year within the last three years. Use the form provided, labeled Schedule 1.
2. Description/specification of vehicles to be utilized in the performance of this contract.
3. A list of the intended materials, current processing costs, and markets for recyclable materials to be collected under this contract. Use the form provided, labeled Schedule 2.
4. A list of all facilities to be utilized under this proposal, including but not limited to sanitary landfill facilities, transfer stations and material recovery facilities. Use the form provided, labeled Schedule 3.
5. A signed bid/proposal form; use the form provided. Haulers should use extra copies of schedules or supplemental sheets as necessary to supply information.

2.4 Right to Reject

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City, as determined by the City. The City reserves the right to reject any part of any proposal for any reason. The City reserves the right to void any awarded contract should the successful contractor fail to comply with any part of this RFP, including but not limited to timely implementation of services, the provision of Certificates of Insurance, and Performance and Bid Bonds.

2.5 Validity

All proposals are valid for 90 days from bid opening.

2.6 Proposal and Performance Security

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check, bid bond, or cashier's check in the amount of five thousand dollars (\$5,000.00), made payable to the City of New Richmond. Proposals submitted without the required security shall be rejected.

Proposal securities shall be released as follows:

1. The successful Hauler's security shall be retained until the required performance bond has been furnished;
2. Proposal securities of the remaining Haulers shall be held until the successful Hauler's performance bond has been furnished, at which time proposal securities will be promptly returned.

The contractor shall provide the City, in order to assure performance of the contract during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a

letter of credit in the amount of four hundred and fifty thousand dollars (\$450,000). Proof of ability to furnish the performance bond or letter of credit shall be provided to the City prior to execution of the contract.

2.7 Selection

The contract will be awarded to the responsible Hauler whose proposal will most advantageous to the City, as determined by the Common Council. Proposals will be evaluated based on bid price, conformance to specifications, and other performance factors, including but not limited to:

- Demonstrated understanding of the requirements of service provision
- Experience of the Hauler performing services of a similar nature.
- Record of past performance on similar contracts.
- Clarity, conciseness and organization of the proposal.
- Ability to perform collections during weekday off-peak traffic hours (9:30am – 3:30pm)
- Proposed collection intervals

No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default upon any debt, contract, or obligation with the City, or that has failed to faithfully perform any previous contract with the City.

2.8 Indemnification

Contractor shall defend, indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the contract.

2.9 Environmental Indemnification

As used in this section, the following terms shall have the following meanings:

“Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1802 et seq., the Toxic Substances Control Act, , 15 U.S.C. 2601 the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Clean Water Act, 33 U.S.C. 1321 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or environment, all as may be from time to time amended.

“Hazardous Substances” means asbestos, urea formaldehyde, polychlorinated biphenyls (“PCBs”), nuclear fuel or material, chemical waste, radioactive material, explosives, known

carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

The Hauler shall have the exclusive obligation and responsibility of disposing of recycling collected under the terms of this contract and shall dispose of the same in accordance with all Environmental Laws and shall not make or cause a nuisance. The obligation of the Hauler pursuant to the preceding sentence shall survive the expiration of a contract agreement.

Should any action or administrative proceeding be commenced against the City in a matter having to do with the disposal of recycling collected pursuant to this contract, the Hauler shall defend the same and shall be liable for any judgment obtained and shall hold the City, its officers, employees, agents, successors and assigns, harmless from and against, and shall reimburse the City for, any and all loss, claim liability, damage, judgment, penalty, injunctive relief, injury to person, property or natural resource, cost expense, action or cause of action arising in connection with or as the result of any present or future existence, use, handling, storage, transportation, manufacture, release or disposal of any Hazardous Substance, by Hauler pursuant to this contract, whether foreseeable or unforeseeable, regardless of the source, the time of occurrence or the time of discovery (hereafter collectively referred to as "Loss"). The foregoing indemnification against Loss includes, without limitation, indemnification against all costs in law or in equity for removal, response, investigation, or remediation of any kind and disposal of such Hazardous Substances, all costs of determining whether the City or Hauler is in compliance with, all applicable Environmental Laws, all costs associated with claims for damages to persons, property, or natural resources and City's reasonable attorneys' and consultants fees, court costs and expenses incurred in conjunction with any thereof. The indemnification obligation of the Hauler under the paragraph shall survive the expiration of an agreement.

2.10 Insurance

Contractor shall, at its sole expense, maintain in effect at all times during the term of this contract insurance coverage with limits not less than those set forth below, issued by a company or companies authorized to do business in the State of Wisconsin, and which is satisfactory to the City. Such coverage shall be primary. Prior to execution of the contract, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insured. The policy of insurance shall state that coverage shall not be cancelled by the insurer less than thirty days after the insured and the City have received written notice of such cancellation. Insurance requirements include:

Workers' Compensation Insurance in an amount not less than the statutory limits under Wisconsin Law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance, including Products or Completed Operations, Bodily Injury, and Property Damage Liability in the amount of \$5,000,000.00.

Auto Liability for bodily injury and property damage in the amount of \$2,000,000.00.

Environmental Impairment Liability or Pollution Liability with coverage of at least \$15,000,000.00 per occurrence and \$15,000,000.00 annual aggregate.

2.11 Independent Contractor

It is expressly iterated that Hauler is an independent contractor and nothing in this section shall be construed as changing that status.

It is clearly understood and agreed that Hauler is performing contracted services as an independent contractor and not as an employee of the City. In addition, nothing in this contract shall be construed as giving rise to an agency-relationship between the City and Hauler. The City has no responsibility to the employees or agents of the Hauler, nor any other responsibilities to the Hauler except as provided in this agreement.

Hauler shall be exclusively responsible for all workers compensation premiums, unemployment compensation liability, unemployment taxation reporting, and any other duties and responsibilities imposed upon an employer by the laws of the State of Wisconsin and the Federal Government.

3. General Specifications

3.1 Scope of Work

The Hauler shall provide timely and efficient collection and disposal of recyclables from residential properties in the City. Multi-family apartments greater than four dwelling units and all commercial and industrial properties are exempted from the scope of this contract.

The Hauler shall provide and/or furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, licenses, and arrangements with processors required to perform and complete the collection and disposal of recyclables, all in strict accordance with this contract.

Ownership of a landfill, transfer station, or recycling facility is not required as long as the Hauler has access to, and arrangements with, such facilities in order to adequately fulfill the requirements of the contract.

The Hauler may contract with other businesses, condominiums, institutions, and agencies for collection services outside the scope of this contract, providing that such operations shall not interfere with the satisfactory performance of work under this contract. Any contracts between the Hauler and businesses, institutions, and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

All subcontracting shall be pre-approved by the City. Subcontractors must abide by all terms and conditions of the contract. The primary contractor shall be responsible for all subcontractor(s) work and payment. The City will not pay any subcontractor or third parties directly.

The Hauler shall have exclusive rights and obligations to collect, haul and dispose of residential recyclables when placed at street side or curb side and prepared according to applicable ordinances, on behalf of the City from all attached and detached single-family homes, duplexes, triplexes and fourplexes located within the City limits of the City of New Richmond.

3.2 Contract Period and Extensions

This contract shall become effective on January 1, 2019, and shall remain in full force and effect for two (2) years and terminates December 31, 2020.

At the expiration of this term, the City and the Hauler, by mutual agreement, shall have the option to renew this contract for one additional two (2) year term. The cost of this extension is included in this proposal. The City shall initiate such extension negotiations by serving written notice to the Hauler at least ninety (90) days prior to the expiration of this contract.

3.3 Compliance with Applicable Laws, Ordinances, and Regulations

The Hauler shall comply with all applicable Federal, State, and City laws, ordinances, rules, and regulations governing the collection, disposal, and processing of recycling during the term of this contract.

3.4 Taxes, Licenses, Permits and Certificates

The Hauler shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Hauler in connection with the Hauler's facilities and the work included in this contract. By law, the City is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

Immediately upon the awarding of this contract, the Hauler shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Hauler shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this contract.

4. Collection and Hauling

4.1 Weekly Collections

The Hauler shall collect residential recycling weekly or bi-weekly, however preference shall be given to Haulers who collect recycling weekly. Collection can occur Monday through Thursday starting after 6:00 am and ending by 6:00 pm unless affected by a legally designated holiday as noted below. The City will give preference to Haulers who restrict collection hours to between 9:30 am and 3:30 pm.

4.2 Collection Schedule

Recycling collections shall occur on a regular schedule. The Hauler shall provide a proposed schedule and collection route as part of this bid. The City reserves the right to work with the Hauler to refine the collection route and/or schedule as necessary once proposals have been received.

When the collection day is an officially designated holiday, the collection for the holiday and subsequent collections that same week shall take place on the next business day, unless approved by the City in advance. It is the responsibility of the Hauler to properly notice residents one week in advance of the scheduled change of collection date. The cost of the notification will be at the Hauler's expense.

4.3 Holidays

The following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.4 Recycling Containers

Recycling to be collected by the Hauler shall be placed in a 64-gallon or greater wheeled cart furnished by the Hauler. Carts must be of a uniform capacity and appearance. The Hauler shall supply residents and the City with recycling media that clearly represents materials to be recycled.

Containers shall be delivered to residents by January 1, 2019, at no cost to the City.

The Hauler shall establish a standard cart size of 64 gallons or greater; however, no limit shall be placed on the amount of recyclables that can be collected.

Replacement of containers furnished by the Hauler that are lost, stolen or damaged shall be promptly replaced at the Hauler's expense and delivered to the household involved.

4.5 Initial Delivery Schedule for Containers

Should the City choose a different Hauler than that currently under contract, the new Hauler shall arrange for the delivery of recycling containers to customers during the last week of December 2018. The new Hauler will coordinate with the City and current Hauler to deliver the new containers along with a public relations flyer describing the changes to the collection system on the same day and subsequent to the removal of current Hauler's recycling containers.

4.6 Location of Containers for Collection

Hauler shall make collections from containers placed street side or curb side by the resident. The Hauler shall be responsible for communicating exact collection locations to residents.

Once specified, no change in the location of containers for collection shall be made without approval in writing from the City or resident.

4.7 Collection and Hauling of Recyclables

The Hauler shall identify the collection method (i.e. single stream collection system) as part of this bid submittal.

Recyclables to be collected by the Hauler shall include the following materials as currently listed in the State of Wisconsin recycling statute, s. 287.07 (3) and (4), Wisconsin Statutes, and shall be modified to include or exclude materials that are included or excluded by amendment of said recycling statute or by implementation of administrative rule:

- Aluminum containers
- Corrugated paper or other containerboard
- Foam polystyrene packaging
- Glass containers
- Magazines or other materials printed on similar paper
- Newspapers or other materials printed on newsprint
- Office paper

- Plastic containers (#1-7)
- Steel containers
- Waste tires (Note: Property owners will be billed pursuant to prices outlined in Bid)
- Containers for carbonated or malt beverages that are primarily made of a combination of steel and aluminum

The City of New Richmond and the Hauler may, upon mutual agreement, designate materials other than those listed in s. 287.07 (3) and (4), Wisconsin Statutes to be collected by the Hauler.

Hauler shall collect #3-7 plastic containers for recycling as market conditions allow. If no market exists for said materials, the Hauler may dispose of these items at a certified landfill facility. The Hauler must inform the City of any change in disposal facility for these items.

Nothing in this section or in this RFP shall be construed to prevent residents from taking or giving recyclables generated from their own households to a recyclables drop-off center, buy-back center, or other recycling program of their choice independent of this collection service.

4.8 Unacceptable Refuse

Hauler shall not be required to pick up items that are considered non-recyclable. The contractor shall tag any materials not collected. The Hauler is responsible for the proper disposal of any non-recyclables that are collected by accident or incidental to recyclable collection.

As part of this RFP, the Hauler shall provide the City an example of the tagging system to be utilized for uncollected non-recyclables. The tag must provide an easily understandable explanation as to why the item was not picked up.

4.9 Collection of Refuse and Recycling for Municipal Buildings

The Hauler shall collect and transport recyclables without separate charge from all designated municipal buildings as noted in Exhibit B. The Hauler shall provide collection containers on each designated site. The City reserves the right to include additional municipal buildings or facilities during the term of this contract

5. Disposal Specifications

5.1 Disposal of Recyclables

The Hauler shall deliver or cause to have delivered all recyclable materials to a certified recycling facility. The Hauler's proposal shall specify the certified facility to be used, and the City shall be informed in writing of any subsequent change in certified facility used.

No recyclable material shall be delivered to any sanitary landfill, either private or public (with the exception of #3-7 Plastics as outlined in Section 4.7).

All disposal fees and remuneration for recyclable materials are incorporated into the contract unit prices and shall be billed to and paid by the Hauler.

6. Billing and Payments

6.1 Billing

The City shall be responsible for the monthly billing of residents covered under the contract.

6.2 Customer Service

The Hauler shall maintain a customer service telephone line from 8:00 a.m. to 5:00 p.m., Monday through Friday, for receiving questions, concerns, or complaints. The Hauler shall have the ability to resolve issues within 24 hours of customer contact. Said telephone service shall be a local call from the City of New Richmond or toll free. The call center shall have a way to contact trucks in the field to resolve issues in a timely fashion.

The Hauler shall receive and respond to complaints regarding services provided under this contract. Any complaint received by the City shall be directed to the Hauler. Should a complaint go unresolved for longer than two (2) working days, the City shall have the right to demand an explanation and/or resolution to the City's satisfaction.

The Hauler shall provide the City with a phone log of complaints received, including follow-up calls, on a quarterly basis.

6.3 Resident Education

The Hauler shall provide stickers on each recycling container that provides information about what can be placed in that container. Each January, the Hauler shall provide educational flyers to all customers that have been coordinated with and approved by the City. The City will also make this information available on its website as applicable.

6.4 Reporting

The Hauler shall provide monthly reports of recycling collections. Reports shall include aggregate weights of each recyclable material collected.

6.5 Suspending Service

The City shall be allowed to suspend recycling collection services for residents whose properties are considered vacant.

7. Submission Guidelines

7.1 General Submission Guidelines

A properly prepared proposal shall consist of the Bid Form, accompanying schedules containing the required information as listed in Section 7, other items as listed in the checklist, and accompanied by a signed cover letter of submittal on the Hauler's letterhead. The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Hauler by signature. The cover letter may comment on any specification or part of the RFP documents. All commentary should reference Section and Subsection number (e.g., Section 7.1) where appropriate, and should be discussed sequentially as much as possible. Failure to submit all of the required information may result in the disqualification of the Hauler from consideration.

Two copies of the proposal must be submitted.

All blanks on the Bid Form and accompanying schedules must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces.

7.2 Submittal Checklist

- Signed cover letter of submittal on the Hauler's letterhead
- Completed & Signed Bid Form
- Signed Affidavit of Non-Collusion
- Proposed route map
- An example of the tagging systems to be used for non-collected items
- Schedule 1, List of WI Municipalities Served
- Description/specification of vehicles to be used
- Schedule 2, Recyclable Material Collection List
- Schedule 3, Listing of Facilities
- Proposal security in the amount of \$5,000
- Certificate of Insurance (required upon Hauler selection, but before contract signing)
- Performance Bond (required upon Hauler selection, but before contract signing)
- Two (2) copies of the proposal
- OPTIONAL: Any proposed modifications, conditions or qualifying statements to the requirements specified in this RFP

City of New Richmond – Recycling Collection and Disposal – Bid Form

Having read and understood the RFP Documents for Residential Recycling Collection and Disposal Services, the undersigned submits the following bid.

The period of the bid is January 1, 2019 through December 31, 2023.

Recyclable disposal costs will be considered when preparing this bid.

BIDDERS SHALL USE THIS BID FORM. Any proposed modifications, conditions or qualifying statements to the requirements specified in this RFP must be attached to the bid proposal in order to be considered.

Monthly Service Charge for Residential Recycling Collection and Disposal (per Dwelling Unit)

Item Description	Year 1 (2019)	Year 2 (2020)	Option Year 3 (2021)	Option Year 4 (2022)
____ gallon container				

The undersigned hereby certifies they are a legal representative of the organization:

Submitted by: _____

Printed Name: _____

Title: _____

State in which
Incorporated: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Affidavit of Non-Collusion in Bid

STATE OF _____)

)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ (title) of _____, the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person, to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City New Richmond or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including the affiant.

Subscribed and sworn to before me
this _____ day of _____, 2018.

Notary Public

My Commission Expires _____

Schedule 1: List of Wisconsin Municipalities Served

When listing Municipality served, please give priority to communities similar in size/demographics to New Richmond.

Municipality/ Area Served	Approximate Population	Years Served (From – To)	Refuse Collection (Yes / No)	Recycling Collection (Yes / No)	Contact Person & Phone Number

Schedule 2: Recyclable Materials Collection List

Answer Yes/No in the appropriate column. If "Will collect but may not recycle" is selected, please indicate the conditions under which the item would be recycled in the "Comments" column.

	Material	Will collect and recycle	Will not collect	Will collect but may not recycle	Comments
1	Newspaper				
2	Mixed Paper				
3	Corrugated Cardboard				
4	Glass (clear)				
5	Glass (colored)				
6	Aluminum Cans				
7	Steel Cans				
8	Plastic (#1)				
9	Plastic (#2)				
10	Plastic (#3-7)				
11	Foam Polystyrene Packaging				
12					
13					
14					
15					
16					
17					

Schedule 3: Listing of Facilities

List information relative to all facilities to be utilized in performance of this contract. List offices, landfills, transfer stations, garages, spring clean-up facilities, and processing and sorting facilities separately.

Type of Facility	Owned/Leased (List owner if leased)	Address	Telephone	Usage

Exhibit B: Recycling Collection for Municipal Buildings and Parks

FACILITY	OCCURRENCE	DETAILS
Fire Department	1x week	1-2 YD Recycling Dumpsters
Library		
Civic Center		
Park Shop		



TO: Mayor Fred and City Council Members

FROM: Mike Darrow, City Administrator

DATE: May 21, 2018

RE: VFW Project Update

Attached to this memo is a summary of several questions directed to the VFW related to their proposed facility to be located within Freedom Park. In addition to responses from the VFW, city staff have also provided questions, where appropriate.

In reviewing the overall VFW request, staff recommends the following process:

1. Approval of land- The Park Board has formally recommended donating approximately 5 acres of land to the City for the purpose of VFW.
 - a. The City Council should consider this question on May 30, 2018.
 - b. Utilizing land for the purposes of a not-for-profit would be consistent with other projects. NR Golf Course, Centre, Hockey Association, etc.

2. Consider Funding- Funding of the project, in the opinion of staff has several issues that should be considered prior to a financial commitment.
 - a. The proposed funding process as sought by the VFW would be considerably different than city projects of the past. Beyond a \$200,000 financial commitment, the VFW is also seeking staff support for the project as well as long-term operational and management support once the building is completed. In the case of the Centre and New Richmond Golf Course, which are both located on city land, operational costs, programming and management are the responsibilities of those agencies.
 - b. When considering financial support, the City should consider not just the initial \$200,000 funding, but the short and long-term in-kind (grant assistance, public works assistance, equipment, maintenance staff, etc.) needed to support this project. We anticipate that over the course of the next 10-years, as outlined by the VFW, there will be a considerable amount of city resources utilized. To that end, a financial agreement should be utilized and approved prior to formal action on the \$200,000.

When considering financial support, the City should consider the financial resources that may be required from the water and sewer utilities to service the facility depending upon the results of the feasibility study.

3. Timing-The VFW has outlined that they would like a 10-year commitment on the land. This would bring a potential construction schedule to 2028. Since the schedule is contingent on federal approval, staff offers the following schedule for consideration.
 - a. Land Donation Decision- Consideration of request from VFW related to donation of land. This recommendation made by the Park Board, would allow the VFW to begin fundraising for this project. Physical development or movement of land cannot begin until development agreement is authorized as well as necessary planning and construction documents.
 - b. Financial Support- Our recommendation will be to hold off on financial and in-kind support until the following:
 - i. Formal approval from the Federal Government on this project.
 - ii. The VFW meets outlined funding goals towards the project.
 1. If the project is \$2,500,000, the city's contribution would be approximately 8.0% of the total project cost. We would recommend that the VFW fundraise the first 75% of the project prior to the city's contribution being considered.
 2. At the time that 75% of the project is fundraised for, the City will outline the development agreement, funding strategy, short and long-term maintenance and overall development agreement with the VFW, Senior Center and other groups and associations.

Consideration

There is no formal recommendation proposed for this work session meeting. Staff is recommending the elected officials, members of the VFW as well as community members take 30-days to review these comments. Comments and questions related to this project can be submitted back to Mike Darrow. After the 30-day review period has ended, the City Council should consider the following during their meeting on July 9, 2018.

“Authorization to donate approximately 5 acres of land to the VFW for future use within the context of Freedom Park.” If approved by the City Council, we would offer the following findings of fact:

1. This authorization would be consistent with the Park Boards recommendation to the City Council.
2. Authorization of a donation of land would be consistent with other not-for-profits within the City of New Richmond.
3. Funding of the project would be the responsibility of the VFW prior to formal appropriation of city funds. Staff is recommending that prior to city funds and/or staff resources and city equipment, the VFW will need formal approval from the federal government as well as confirmation of 75% of funds for the project.

4. Once 75% of the project has been funded, the City Council will then need to consider a development agreement, agreements on short and long-term financing, etc.

FREEDOM PARK CENTER (FPC) PROJECT PROPOSAL

Questions & Responses

BOLD = Stakeholder Questions

BLUE = VFW Responses

RED = NR Staff Responses

1a After construction, will this building be converted to City ownership? Yes

Who will be responsible for the day-to-day management of the facility? Will the overall maintenance, day to day cleaning, insurance be the responsibility of the City? If so, this would be a departure from similar buildings (Centre and New Richmond Golf Course).

1b. Outline when this will occur

The details of the transfer of the building's deed will be worked out as part of the MOU (Memorandum of Understanding) with the City. We will be requesting a maximum of 10 years to complete the building project with the understanding that the intent of the agreement is to transfer ownership as soon as possible to the City upon completion of construction. One possibility would to be transfer the ownership of the building as soon as the certificate of occupancy is secured.

At this stage, there are several outstanding issues that will need to be refined and agreed upon. These include:

- Approval of a Development Agreement and Economic Development Agreement
- Operating agreement (once the land is transferred to the City) and Management Agreement
- Agreement with the Senior Center
- Construction Details and Timelines
- Financial Agreement
- Acceptance Standards

2. What will the City financial obligation be to maintain and operate the facility?

As stated in the list of assumptions accompanying this document, the city will be expected to sustain all maintenance and operating expenses for the building. The VFW has agreed to sustain all costs of construction and land preparation in exchange for a portion of the facility to be dedicated to veterans groups that wish to use the facility. The VFW will be responsible for coordination of all activities associated with various veterans' group activities in the facility.

At this time there is not sufficient information to determine short and long-term financial needs. A feasibility study (discussed later in this report) will need to be finalized as well as a refined breakdown on financial and staffing impacts. As part of this analysis, staff will be looking at other municipalities and their relationship to veteran organizations.

An operational cost analysis should be conducted before the signing of development agreements and construction; at this time sufficient information is not available to conduct this analysis. A cost analysis would identify the impact of ongoing O&M expenses as well as potential revenue sources that could be generated to offset expenses.

3. How long is the VFW lease for?

The details of the agreement between the City of New Richmond and the VFW Post will be articulated in the MOU. It is the intention of the VFW to occupy the area of the building designated as the “Veterans Center” on an ongoing basis. Whether that is agreed upon through a “lease agreement” or another form of legal arrangement will be worked out between Mr. Jim Remington, attorney representing the Post, and the City attorney, Nick Vivian, representing the City of New Richmond.

4. What portions of the building will be utilized for city-wide use?

A detailed floor plan of the building’s proposed design has been provided to the City Administrator, City staff, as well as the “work group” consisting of Mr. Jim Zajkowski, past president of the New Richmond City Council at the inception of this project, Mr. Craig Kittel, Parks Dept. and Mayor Fred Horne. Representing the VFW post are Asst. Quartermaster, Ken House and Mr. David Green, past commander. The floor plan is color coded in Red, White and Blue. Blue sections are allocated to the Veterans Groups, White is allocated to the Senior Center and all other areas, in Red are allocated to City use. Some areas are designed for multiple uses and the arrangements for gaining access to “common areas” will be spelled out in the MOU.

The current design includes public bathroom facilities, meeting rooms, park offices, park storage facilities, concession stand, a storm shelter, a Senior Center, Veteran’s Center, and will allow additional facilities as requested in the public hearing phase of the project design.

The proposed ownership and financial arrangement necessitates a fully articulated structural design plan that matches contemplated uses *before* the project moves beyond the planning stage. For example, the proposed storm shelter element may rule out slab-on-grade design, and/or increase framing design costs.

Would this proposal fill a need or provide a service that is not currently available or underprovided? If the activities/services offered by the proposed FPC are currently available, would the FPC be able to provide those services more cost efficiently or at a substantially higher quality than existing facilities? Would services be more accessible at the proposed location?

Will the VFW and Senior Center areas be occupied/utilized on a daily basis? Is there an anticipated activity schedule?

5. Will the City have an annual financial obligation to the senior center if it is located within the VFW building?

According to the current agreement, the VFW will sustain the cost of construction and land preparation for the building. Once the building is transferred to the City of New Richmond, all maintenance and operating expenses, including revenue producing efforts will revert to the city with the exception of fundraising specifically initiated by and for the veterans groups occupying the facility and under the conditions specified in the MOU. Any agreements regarding the funding of the Senior Center will be the exclusive responsibility of the City of New Richmond in collaboration with the Senior Center representatives. There has been a tradition of some City support for the Senior Center in the past. Any future support for the Senior Center should be addressed in the MOU.

When the Senior Center was operating at the Commons building, the City contributed \$10,000 annually for operation needs of the Senior Center. When the Senior Center moved to the Civic Center, the City (as part of its

contribution) allows the seniors to utilize space rent free (including utility costs). Staff would recommend a similar agreement to our current contract of rent free with no financial contribution moving forward.

6a. What is (are) the sources and breakdown of the total money they plan to raise/use?

The Post will provide \$200,000 in cash towards the completion of this project and agrees to raise an additional \$750,000 in cash donations, grants, labor through the IRT with the military, as well as in kind donations of labor and materials appropriate for the construction of the facility, prior to expecting the City of New Richmond to contribute a matching \$200,000 in cash towards the cost of the project. . Back up arrangements are being made with local builders and labor unions to provide labor through Journeymen training programs, or through their various commercial construction entities to complete the building.

What is the total, all-in cost of constructing the building, including offsite and onsite utilities, vertical construction, interior finish-out, grading, landscaping, hardscaping, and staff labor?

What if construction costs are higher than the amounts specified above?

Where does this project, particularly the offsite utilities component, fit within the CIP?

When is funding needed?

Is the cost of land included in the City's 200K contribution proposed above?

Is staff/in-kind labor included in the City's 200K contribution proposed above?

6b. What is the City contribution towards labor, if any?

As part of the City of New Richmond's initiative to "partner" with various non-profits and other organizations to accomplish civic initiatives that neither entity would be able to accomplish independently this represents "new territory" for development of a working relationship. The City has already "partnered" with the VFW post on multiple projects to foster development of this working relationship. We have collaborated on initiatives such as Family Night Out, fund raising for the Police Dept.'s canine unit, dedication of the John Doar trail, two Loyalty Day Parades, the Moving Wall, and the completion of a road off of Wall Street into the park. We have collaborated with Noah Wiedenfeld to secure a \$1,000 VFW National Grant for building materials for the park road and with Jeramiah Wendt on the road construction. We would expect this collaboration to continue as needed to collaboratively accomplish the completion of this project in addition to other staff resources arranged through planning with the "work group" defined in question #4 above. Coordination of the partnering efforts will be facilitated through Mike Darrow, City Administrator, Ken House and Dave Green , representing the VFW post, and the City Work Group.

The City Council should consider the following:

1. The proposed agreement will be a significant departure from other not-for-profit arrangements (Centre, New Richmond Golf Course, Grace Place, Hockey Association, etc) related to proposed labor and staffing needs. Current not-for-profit organizations utilize staffing, boards, construction teams to implement all or the majority of the costs associated with construction, etc. If staff is involved, the City is reimbursed for those costs. In the proposed VFW arrangement, the Council will need to approve the authorization of city staff, equipment and long-term support for this project moving forward.
2. If the City elects to have staff time utilized in association with this project, we would recommend the following:
 - a. Hiring a part-time manager for this project
 - b. Consider an Ameri-Corp volunteer that the VFW would apply for

- c. Reimbursement costs for time, material and labor of this project which would be consistent with other work with not-for profit groups
3. Staff recommend that the working group include members of the development review team as well to assist with this project.
4. If staff are to be utilized for this project, we recommend formal action by the Council related to this project. This would be needed in the event that there is turnover in elected officials or administrative staff during the next 10 years (project timeline) ensuring a policy for this project.
5. As discussed with the VFW, staffing issues related to city-wide projects need to adhere to current practices in order to ensure that existing work-loads with staff are not out of line.

7a. Private well and septic?

Yes

A private well and septic may not be allowed and/or desirable given the close proximity to Hatfield Lake, and the costs associated with deactivation once they are no longer needed.

The Utility Commission approved the Feasibility Study. We anticipate details of this study to be available in August.

7b. Has the City any history with allowing both for new construction recently? Any projected design models, that would include a well or septic system, as an interim design in anticipation of ultimately connecting to city water and sewer, would be managed through the site plan and include approval processes with appropriate external regulatory agencies. Partnering efforts towards extending city sewer and water will be sought with other groups that may benefit from the extension of city infrastructure.

7c. Do they need to hook up to City utilities?

The department of Land and Water Management has been consulted as part of the preparation for this project and has recommended that City water and Sewer connections be used in the construction of this facility as the ultimate goal.

Should the City Council elect to fund the necessary line extensions, it may have to do so via the issuance of revenue bonds. Water and sewer rate structures would have to be revised to accommodate the cost of line extensions. A utility feasibility study would help determine the long-term viability of utility extensions in the proposed area.

8a. If the VFW intends to operate the whole facility for a period of time, do they keep all revenues generated?

The VFW has no plan to operate the facility independently.

Under the arrangement between the Centre and the golf course, revenues generated by operations are kept by those agencies, however no city staff is used to in daily operations. At a minimum, staff would recommend a reimbursement of funds on an annual basis to cover annual operating costs per year.

8b. What accountability would they have to the City on an annual basis?

Ongoing communication with the city through the "Work Group model" proposed above would be facilitated by mutual agreement. After completion of the building and transfer of ownership to the city, the MOU will

outline how modifications in the working relationship between the partners occupying the facility will be reviewed on an annual, or as needed basis.

Staff recommends defined reporting requirements, such as monthly project budget-to-cost reports while the facility is under construction, and monthly financial reports once facility is fully operating. Consideration should be given to City appointment to serve on the Board.

9. What is the cash flow analysis for this facility?

Since the VFW has no plans to operate the facility independently, no cash flow analysis has been completed. The VFW has, however, collaborated with appropriate community organizations to facilitate the City's ability to fund and operate the facility on an ongoing basis. Examples would include discussions with Westfield Hospital, the Center, and the Challenge Incarceration Program.

A cash flow analysis is recommended if the Facility is going to be operated and maintained by the City. Staff recommend that the facility be self-sustaining / budget neutral. A detailed financial analysis should be conducted in advance of any development agreements.

10a. Are there park funds saved for the City's contribution.

This question is most appropriately answered by the City.

Not at this time. The Park Board is currently prioritizing future projects. Based on Park Land Trust and Impact Fees, there are not sufficient funds to support a capital project of this scope.

10b. If park funds are not available would funds be taken from the general fund?

This question is most appropriately answered by the City.

11. Provide a breakdown of staff responsibilities with this project from fundraising, construction, to on-going operations.

Once again, if this is a "partnership initiative" that the City of New Richmond wishes to explore as a new way to accomplish successful completion of projects that the City would not be able to complete independently, then there needs to be a plan, decision making model, organizational and management models, that makes sense to the City and to the non-profit/private organization that chooses to work collaboratively with the City. This outline needs to be in a series of understandings, or assumptions that create a basis for the continuation of the relationship.

It would be assumed that the City would be willing to commit staff time and resources to the successful completion of this project and to experiment with various models to determine what the most effective and efficient structure may be for future projects with similar goals and that would benefit from a similar model . With that in mind, it would be suggested that the "operational control group" for the completion of this project include the "work group" consisting of Jim Zajkowski., Craig Kittel and Fred Horne, along with Ken House and Dave Green representing the VFW.

Additional staff would be invited to join the group for specific sub projects associated with the completion of the overall project. That may include J. Wendt, to coordinate the engineering aspects of the project, Noah W. to assist with the grant writing, Mike Darrow to communicate with various members of the City staff to ensure appropriate communication with City personnel occurs and that City priorities for the

completion of other priority City projects do not conflict with appropriate time commitments for all. Matt Fall will need to be involved in the coordination efforts for the military contribution to the project and appropriate representatives from the various military units assigned to each phase of the construction will also need to communicate with an overall “customer representative” aka General Contractor, to facilitate adequate communication and coordination of the project. Scott Counter, Designer, will facilitate design changes on an as needed basis. Major Neil Bowe, and cbs2 will complete the survey and site design plan. Various Union representatives, and contractor groups may also be involved

If City resources are going to be used for planning, construction, and O&M, the City needs to know its full resource and cost commitment. See question 6b for options.

12. Are there any agreements with state or federal agencies that would restrict the construction of this type of facility?

When involving multiple agencies, trade groups, political entities, and the US. Military, there are multiple policies and procedures, bylaws, and regulatory agency requirements to consider. Some will undoubtedly represent barriers to the smooth completion of this project. Every effort is being expended to engage appropriate levels of decision making in each group involved to comply with appropriate regulatory requirements, and to remove barriers that may impede the timely completion of the project. At this point, there are certainly considerations for a safe, environmentally sensitive, and efficient process for the completion of the project, but there are no “prohibitive” restrictions that we are aware of. In fact, the organizations involved are doing all in their power to remove any barriers to the successful completion of this project on an ongoing basis.

The land that is now Freedom Park was acquired in part using DNR Stewardship Grant funds, which gives them a say in how the City uses the land. Accordingly, the DNR must sign off on any transfer of land ownership.

13a. Why a city park?

The City has owned Freedom Park for over 10 years and has had difficulty implementing the overall park development plan. When the VFW approached the City with a request to build a “storage facility” on an unused and remote area of the park, it was the City administrators that identified this an opportunity to collaboratively provide amenities for the park development in exchange for allocating a portion of the facility for a “Veteran’s Center”.

13b. Are there other locations within the City?

The VFW has considered multiple locations within the City of New Richmond, as well as locations in nearby communities. Other communities have taken note of what the VFW Post is proposing to gift to the City of New Richmond, and a few are anxious to be offered access to opportunities being afforded to this City of New Richmond, in the event that this project is not approved. No ongoing discussions have been pursued with other communities due to the VFW’s commitment to this specific project.

Because the VFW is a 501 c-19 non-profit corporation, any land acquired by the VFW would potentially be removed from the tax rolls of the municipality in which it is located. That may not be in the best interest of the municipality. The Freedom Park land was seen as an ideal location for this project because of the value added resources that the VFW could access on behalf of the city and the project is seen as a benefit for all members of the community. The fact that this is a City Park makes it non-taxed land already, and thus removes the impediment of securing land for a post that would possibly have a negative impact on the tax structure of the municipality.

13c. Are there other locations within Freedom Park to consider?

Other areas of the park have already been considered. This location takes advantage of amenities such as the pavilions, access roads, and proximity to the lake. It also does not impede any of the athletic facilities already constructed, nor does it negatively impact any that are currently on the proposed park plan.

The unused and undeveloped areas of the park also offer unique areas for the military to locate temporary areas to set up lodging and support areas during the construction phase for personnel involved in the construction project. The location of the Armory also offers support services that are attractive for the military in considering projects such as this for IRT selection.

14a. What is the need for the building size and necessary parking?

When entering into any new project there needs to be a process established to meet the requirements of the facilities "planned use". (Form follows function) The building has been designed to meet several criteria and to serve the needs of multiple user groups. First the building is being designed on a lake. The proximity to a body of water makes contact with the water table a concern. The design is a "slab on grade" design which eliminates a below grade (basement) type of structure that may strike the water table as it adjusts annually. The design is also one of the more cost effective designs available. Multiple potential user groups have been consulted regarding the design of the facility. This allows as many potential user groups to have input on the structure of the facility and also considers potential sources of ongoing financial support for the building to be involved in its design. When all user groups design suggestions are considered, a priority system ranking the cost – benefit analysis of each aspect of the building will be implemented and the ultimate design will prioritize usage proprieties and resources available to support the facility. Parking is determined by the size of structure and occupancy rate. Scott Counter has designed the facility to meet parking requirements.

14b. Why 5 acres?

Five point one-one acres is the actual area of the park set aside for this project after the survey precisely measured the dimensions of the land That will include access to areas suitable for harvesting soil on site for reconstructing holding ponds for appropriate management of storm water and run off. Relocation of the holding ponds has been discussed with J. Wendt, the designer of the building and a representative from St. Croix Co. Land and Water Management. Adequate parking facilities are also included as part of the overall project. Since all of the land and the building will ultimately return to the exclusive ownership of the City of New Richmond, at the completion of the project, the area allocated for development is considered an opportunity for maximum development of the park plan at minimum cost to the city.

15. How does the \$750,000 break down from in-kind to cash to other sources?

The VFW Post has committed \$200,000 in matching cash funds for the completion of this project. The remaining \$750,000 figure, that will trigger the actual allocation of the \$200,000 matching cash commitment from the City, will consist of grants, donations of material, and labor associated with the approval of the IRT and an evaluation of the labor cost savings associated with using military training time in the construction of this project. Estimates of labor costs will be completed by the customer service representative/general contractor secured for the project from local contractor groups. Estimated costs of materials has been secured through Mr. Mark Peterson, commercial division of Derrick Construction.

16a. How many bathrooms are needed within Freedom Park once built out?

Local building codes will determine how many bathrooms will be required depending on the size of the facility and occupancy rates. Currently, the designer has calculated that the bathroom facilities on the initial plan **exceeds** the number required by local codes.

Code doesn't address the number of facilities needed for outdoor recreation areas, so the minimum number required would not be dictated by the size of the building itself. A needs analysis may be helpful to determine the number of bathrooms needed to support recreation areas as well as the building itself.

16b. How many stall bathrooms are in the VFW plans?

Answer from Scott Counter-designer.

16c. State code states there has to be X amount bathrooms per X number of people a one stall per bathroom?

Proposed design exceeds local code requirements per Scott Counter-designer.

17. How will the placement of this building impact storm water runoff, etc.?

Consultation with the City engineer, J. Wendt, the designer, Scott Counter, and the St. Croix County Dept. of Land and Water Management has already occurred, and adequate facilities will be included in the final design.

18. Has the DNR been consulted about building a building that close to a lake?

Yes. The ongoing advice of the DNR representatives will continue for the duration of the project. The services of the CIP (Challenge Incarceration Program) has also been secured to facilitate the relocation and ongoing cultivation of native plants on site.

19. Since the city paid around \$30,000 an acre and they want 5 acres, then would \$150,000 be counted as part of our \$200,000?

No Ownership of the land, temporarily, is required in order to legally allow the VFW to build the facility on the land as the "lead organization" The land will also be temporarily "owned" by the VFW post in order to satisfy VFW bylaws that require that we do not own anything collaboratively with any other organization including other veteran's organizations.

Since the land and the facility will ultimately be the sole possession of the City of New Richmond, at the conclusion of this project, there is no "actual" transfer of funds, long term to the VFW. The City is actually getting a \$2 to \$2.5 million facility, on park land for a \$200,000 cash investment over and above what they already have into the land. This is a phenomenal return on investment according to all of the financial institutions we have consulted in the city of New Richmond.

20. What is to stop other clubs/ associations from making similar requests for land in other parks or city owned parcels?

This question seems to assume that approval of this one project sets some sort of irrevocable precedent that the City will be helpless to manage in the future. That is simply not the case. Secondly, if another organization in the area is willing to assist the City in accomplishing projects that the City is independently unable to accomplish, the City would be well advised to consider the offer.

21. Will the city be waiving fees and /or other expenses as a result of this project?

This is a detail that will need to be discussed in the context of the MOU.

22. Will there be a liquor license request for this facility?

It is our understanding that there is no such thing as a “traveling liquor license” If the facility is to be used for events, where the serving of liquor would be desired, then there will need to be arrangements for an appropriate permit or license. There are NO plans on the part of the VFW to operate a bar, on site, on an ongoing basis.

23. The VFW has no revenue source other than membership fees (which are shared with state and national) and donations. How will the VFW fund the ongoing expenses of the building such as monthly utilities, maintenance, grounds, insurance, permit fees, etc.?

As the MOU will reflect, the agreement with the City of New Richmond will include arrangements for the ongoing management of the facility. In the original discussion phase of this project the VFW was to own the building and maintain it on an ongoing basis, while the City continued to own the land upon which it was built. The VFW would maintain the facility on an ongoing basis and would sustain a “long term lease agreement” for continued use of the land. . In later discussions, City leaders requested that the City own the entire facility as well as the land. In exchange for this modification in ownership and ultimate control of the facility, the City would sustain and maintain the facility.

Who will be responsible for interior costs such as furniture, kitchen equipment, etc.?

24. The proposed building does not have storage space for City of New Richmond equipment or staff and does not provide enough bathrooms for team sports which may be utilizing the fields. How will this be addressed in the proposed design?

As part of the current plans for the design of the building there is storage space allocated for the City and for youth sports groups. Whether that will be sufficient space to adequately provide for all youth sports groups, or whether it is even appropriate to have all storage facilities located in a single centrally located structure remains to be considered. Because of the size of the park, no one building will have sufficient bathroom facilities to adequately provide for all events in the park. There may always be a need for additional facilities to serve the needs of the entire park. Ongoing discussions with youth sports groups and others using the park continue to make the facility meet the needs of multiple groups, and be as comprehensively designed as possible.

25 If the VFW is planning on using the space as an event center, with liquor licensing , who will be responsible for the licensing, permits, reservations, insurance, hiring etc. ?

The VFW will not be managing the facility. Ongoing use of the facility and management agreements will be worked out in the final version of the MOU.

26. Does the Senior Center have the legal authority to sign a MOU?

Maureen Brunner is authorized to sign legal documents on behalf of the Senior Center.

Is this organization contributing financially to the project? Would the FPC provide an amenity or service that the existing location at the Civic Center does not?

27. If the Senior Center is unable to relocate to the new building site, what impact would this have on the project?

The seniors are part of the core group designing this facility as a working partner with the VFW. We have repeatedly asked City leaders if there are any “competing “ plans for relocation of the Senior group and have repeatedly been told that there are none. In addition, we have been told that the seniors have full authority to make their own plans. We understand from the leadership of the Senior board and their president that there are no other competing plans and assume that to be correct. Any considerations to the contrary would be purely hypothetical.

As space needs in the Civic Center increase, there may be a need to move the Senior Program to an alternate location. The Freedom Park Center project represents a mutually desirable alternative to the current location.

28. What is the anticipated impact that this project have against other fundraising projects, like the library?

The VFW has painstakingly worked from the beginning of this project to avoid conflict with city businesses, the interests of other veteran’s organizations, and other city projects. We have a very cooperative and collaborative model of operation and every effort to assist other fund raising projects within the city, such as the John Doar trail and police dept. canine unit, have been implemented. We have participated in library initiated projects for veteran’s day forums for the last several years.

It would be expected that the city will have to prioritize this project in comparison to other priorities and flexible implementation of the project as well as allowances for the city to make reasonable contributions to the successful completion of the facility have been considered.

29. When will this project be ranked against other capital projects that the city is considering?

This is a question more appropriately addressed by City staff and administration.

30. Is the VFW going to give financial support to the Senior Center?

The VFW has a commitment to assist the Senior Center in the design of their portion of the facility and in the design of an enhanced program for the ongoing development of a vibrant and attractive senior center. We have had “in principle “discussions with the Center and Westfield hospital in an effort to coordinate program initiatives for all three organizations for greater flexibility and a broader/ richer senior program, while avoiding competition or duplication of services. We have also participated in the review of local senior programs to determine possible expansions of the activities offered, amenities to be considered in design, and options for financial support. That fulfilled all of the commitments the VFW made to the seniors at the inception of the project. There are no plans on the part of the VFW to financially support the seniors on an ongoing basis and none were discussed or promised at any stage of the project.

31. Has the VFW exhausted all other available properties and options for a Post in New Richmond or the surrounding area which they could own?

Since the project has been in the design and implementation process for over two years, the VFW post considers it a violation of our agreement to explore other options for a post facility.

That being said, since the post has expanded its area of operation to include all of St. Croix County other communities have become aware of the initiative we are working on with the City of New Richmond and there is a great deal of interest in taking advantage of the opportunities being offered the city of New Richmond if the city chooses to pass on our offer of support. None have been actively explored, again because this would be a violation of principle. (Much like being engaged to be married and actively exploring other options. May be a bad analogy, but most will see the point.)

32. What financial guarantee can the VFW give, such as an irrevocable line of credit, cash bond or other financial instrument to guarantee the project will not be the responsibility of the City now or in the future?

The VFW has had ongoing discussions with Community National Bank staff in an effort to proactively explore options to ensure the safety and transparency of the financial transactions anticipated in the full implementation of this project. Each step of the process has a 3 step “back up plan” associated with its completion to ensure, as much as possible, the success of the initiative. The VFW has also agreed to defer any financial commitment to match our \$200,000 cash commitment from the city until we have demonstrated that we have raised \$750,000 in materials, labor, design, and land preparation expenses. We basically have every penny we have been able to secure for a building project over the last 27 years of our existence invested in this project. In gaming terms, we are “all in”. It is hard to imagine that the city has a significant risk of financial loss in this project, and in comparison to the risk taken by the VFW, the city risk is minor.

33. When will the VFW have a Site plan, Impact study, Environmental Impact Study and other required analysis and data required for a project of this scope?

Mike Darrow, at the direction of Mayor Horne, has established a meeting with all “stake holder” regulatory groups and city staff potentially involved in the design and implementation of this project scheduled for 10:00 am February 21, 2018 in an effort to plan the above noted requirements.

Similar to any new commercial development, the VFW will be required to complete all site plans, surveys, studies, agreements, building inspections etc. required by New Richmond ordinances and Wisconsin Statutes. At this point, we have not seen any detailed plans other than preliminary concepts.

34. What will be an annual cost of operating this building?

Until the exact size of the facility is established, and until additional partners involved in the determination of program activities proposed for the facility are complete costs vs potential revenue production would be difficult to predict. We are considering engaging an “Energy Consultant” to assist in design so as to reduce overall cost of operation. Ultimate projections of annual cost vs revenue production will be the responsibility of the city.

35. When the road in Freedom Park was built for the Moving Wall, the engineering group did not complete the road to required specifications and City staff and crew had to complete the project. Who will cover the additional cost of City Staff and crew should this happen with this project?

To the best of our knowledge no road construction was planned or implemented for the Moving Wall Memorial. There was a VFW led effort to secure materials needed to expand the parking lot originally proposed in the City park development proposal, and that donation was followed up with a proposal to facilitate the completion of another park plan proposal for an entry road off of Wall Street into the park. That plan was supported by a discount on materials negotiated by the VFW staff as well as a \$1,000 National VFW grant for the purchase of those materials, collaboratively designed by Noah Wiedenfeld, and VFW post volunteers. The total savings to the City of New Richmond on the completion of their initiative was estimated at \$11,000, by Jeremiah Wendt, city engineer, including the labor, fuel, and personnel support provided by the 652nd Engineering group out of Hammond WI. This is certainly an indication of potential success when considering additional collaborative efforts to complete a mutually designed project.

36. How many members of the VFW Post 10818 are property owners in the City of New Richmond?

Data taken from our January 1st 2018 membership roster indicates that out of 416 members of the VFW post, 136 have New Richmond addresses. This is 33% of our VFW membership, but does not include members who are exclusively members of our Auxiliary.

04-04-2018



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: May 22, 2018
RE: Annexation

Background

Over the past several years, City staff has been meeting with individual homeowners, Townships and others to discuss the “big picture” when it comes to annexation. Staff has created a map of annexations that have been discussed over the past five years or more.

Through the Comp Plan process, annexation was mentioned a number of times, specifically about the areas that “look” to be in the City but are actually in the Township. The Comp Plan Land Use group recommended that the City consider and work towards annexing these types of properties into the City.

For a bit of background, the following properties have been annexed into the City between 2016 and 2018:

Moberg	1.4 acres	09-06-16
City of NR (5) Properties by the Airport:		
038-1096-50	5.0 acres	12-06-16
038-1096-50-200	14.7 acres	12-06-16
038-1102-80	9.3 acres	12-06-16
038-1103-30	15.0 acres	12-06-16
038-1103-50	20.0 acres	12-06-16
Dionisopoulos	5.6 acres	08-14-17
Krumm	0.9 acres	08-14-17
Greg Anderson	22.1 acres	03-12-18

At the work session, City staff will present a higher level discussion about annexation to include the Annexation Process – City Attorney, Comp Plan and Relationship to Annexation, Township Meetings and Communication.

Recommendations

City staff is not asking for formal action at this meeting, but a consensus on researching this issue further.



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Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

TO: Mayor and City Council Members

FROM: Beth Thompson, Community Development Director

DATE: May 23, 2018

RE: Rezone of Fusion Metal

Background

Alderman Zajkowski would like to discuss the possibility of the City Council initiating a rezoning process for Fusion Metal. Below is the analysis.

Fusion Metal Products Inc. has submitted plans for an expansion of the existing principal building on the lot located at 310 W. North Shore Drive. The existing building and proposed addition will be used for fabrication. The Development Review Committee (DRC) discussed the proposed development at their meeting on 9 May 2018.

Existing Conditions. The subject site is developed with a 6,400 square foot building used for manufacturing. The off-street parking area and drive aisles do not have a paved surface. There is a fenced storage area to the south of the building, which is not screened from view or adjacent properties.

Comprehensive Plan. The proposed use is an expansion of an established business within the City; the expansion of which is consistent with the City's economic development goals. However, the draft Comprehensive Plan guides the subject site for future mixed commercial corridor uses anticipating redevelopment of the existing industrial use due the access and visibility of the area from Highway 64 as a gateway to New Richmond.

Zoning. The subject site is zoned Z3 Multi-Use/Corridor District, which is established by Section 121-39 of the Zoning Ordinance for the purpose of providing a mixture of regional commercial, retail, office, lodging and residential uses together with complementary uses such as schools, churches, and parks. The existing use of the property is a manufacturing use and the proposed use is a fabrication business. Manufacturing or fabrication uses are not allowed within the Z3 District as they are inconsistent with the more commercial purpose of the zoning district. The existing manufacturing business is a non-conforming use that is allowed to continue, but the use cannot be expanded as stated in Section 121-17

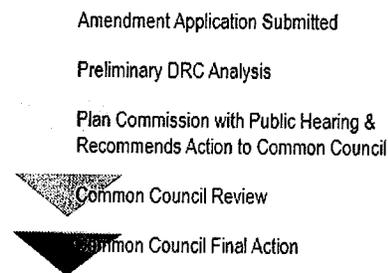
of the Zoning Ordinance. To this end, the existing building cannot be expanded as proposed by Fusion Metal to accommodate a manufacturing use with the current zoning designation.

Surrounding Uses. The table below summarizes existing and planned land uses surrounding the subject site. The uses east of the subject site include a vacant parcel and mini-storage buildings. To the south of the subject site is the City’s Public Works Facility. There are Z7 District zoned properties to the south of the subject site and the Z7 District would allow for continuation of the existing use of the property and accommodate expansion of the building for Fusion Metal’s operation.

Direction	Land Use Plan	Zoning Map	Existing Use
North	--	--	Highway 64
East	Commercial	Z3 District	Undeveloped Mini-Storage
South	Industrial	Z7 District	Public Works
West	Commercial	Z3 District	All-Exteriors

Zoning Map Amendment. Zoning Map amendments (rezonings) are processed in accordance Section 121-29 of the Zoning Ordinance shown below. Section 121-29.B.1 of the Zoning Ordinance provides that Zoning Map amendments may be initiated by the **City Council, Plan Commission, or a property owner.**

TEXT AMENDMENTS & REZONING PROCEDURE



Criteria. Section 121-29.D.1 of the Zoning Ordinance establishes evaluation criteria to consider the possible adverse effects of a proposed Zoning Map amendment. The judgement of the Plan Commission and City Council are to be based upon (but not limited to) the following factors:

- 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 the 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 adequate buffer or transition provided between potentially incompatible zoning districts.*
- e. *The change will be compatible with existing and planned uses in the area.*

Recommendations

The Zoning Ordinance establishes that the City Council may initiate action to amend the Zoning Map. Initiation of a Zoning Map amendment by the City to rezone the subject site to Z7 District has been placed on the agenda for the City Council meeting on May 30, 2018 for their discussion and possible action. City staff has outlined possible actions the City Council may consider below.

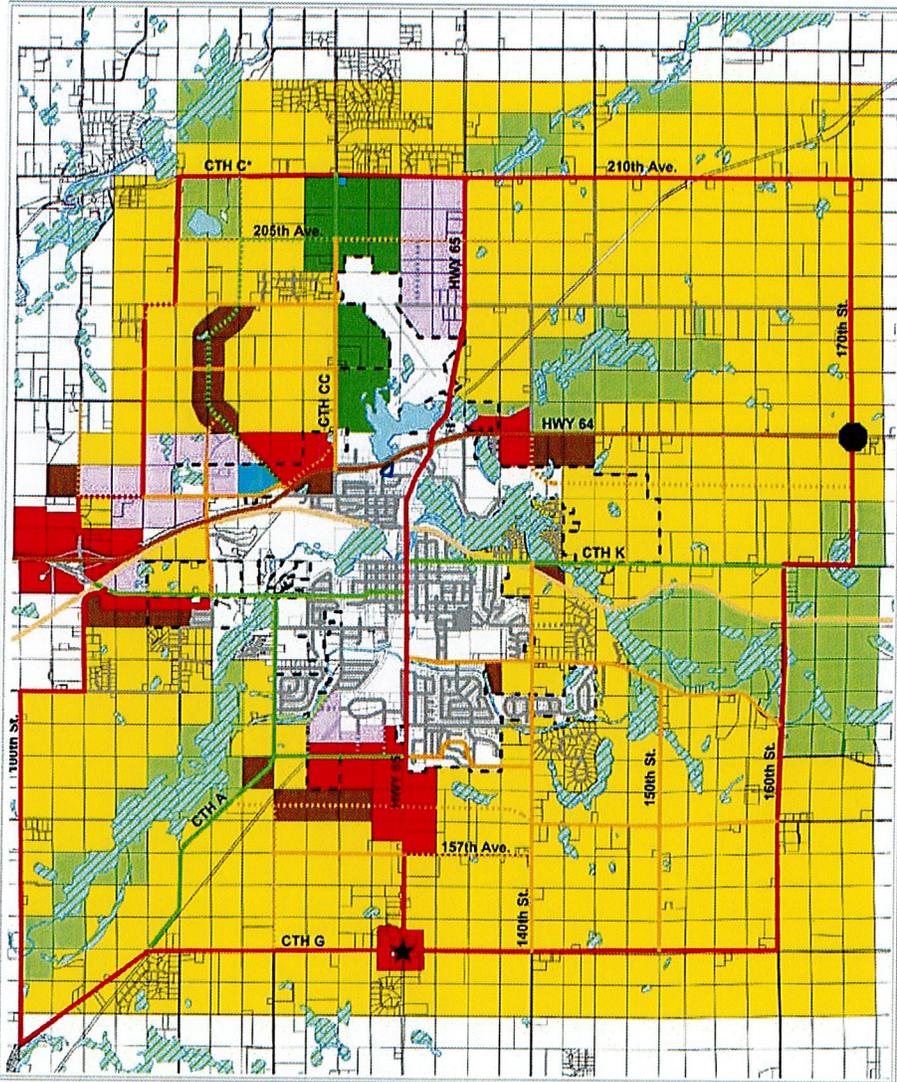
POSSIBLE ACTIONS

- A. Motion to direct City staff to **proceed** with the process outlined by Section 121-29 of the Zoning Ordinance to consider amending the Zoning Map to rezone the property at 310 W. North Shore Drive to Z7 District.
- B. Motion to **table** for further discussion.
- C. **No action.**



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Future Land Use



Future Land Use & Thoroughfares
 City of New Richmond, Wisconsin
 August 17, 2005

Legend

Road Classifications

- Principal Arterial - Expressway (PA-EX)
- Principal Arterial - Parkway (PA-PKWY)
- Minor Arterial (MA)
- Collector
- Local Streets
- Rail Road

Interchanges

- ★ Jug-handle Grade Separation
- Interchange Footprint To Be Preserved

Future Land Use

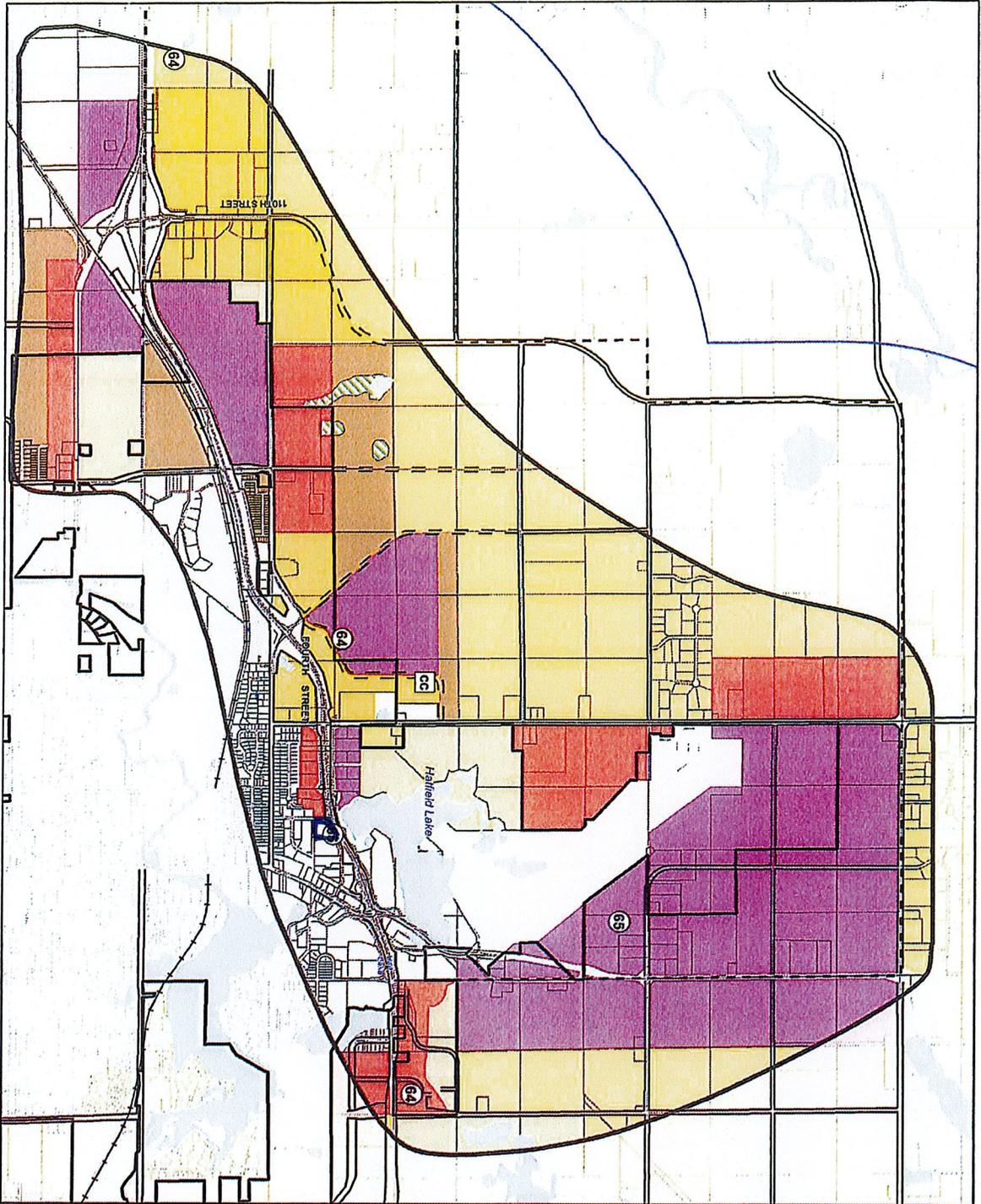
- Commercial
- Industrial
- Potential High Density Residential (3-4 Units Per Acre)
- Residential (1-3 Units Per Acre)
- Agriculture / Open Space
- Parks / Conservation
- Institutional

Wetlands (hatched pattern)

Surface Water (blue pattern)

NOTE
 Proposed road shown with dashed line.
 Existing roads shown with solid line.

0 3,000 6,000 Feet



Highway 64/65 Corridor Land Use & Thoroughfares

City of New Richmond, Wisconsin
February 27, 2013

EXPLANATION

Land Use Proposed 2013

- Parks/Conservation
- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use Commercial
- Mixed Use Industrial

Thoroughfares

- Existing
- Future

- City Limits

- Future City Limits

- ETZ Boundary (1.5 miles)

- Highway 64 Corridor

- Surface Water
- Wetland

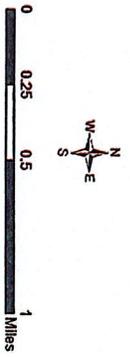
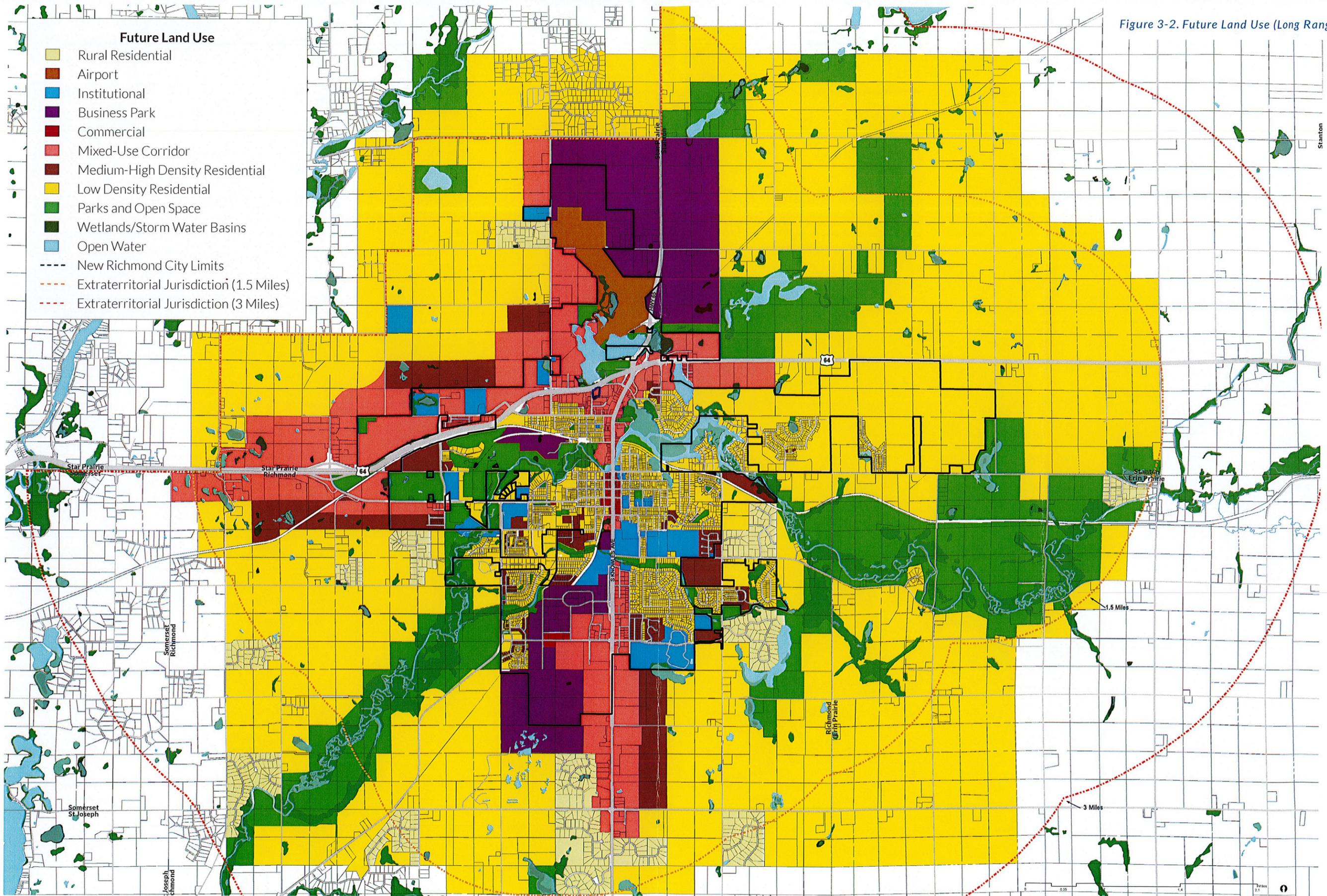


Figure 3-2. Future Land Use (Long Range)





TO: Mayor Fred Horne and City Council

FROM: Mike Darrow, City Administrator
Chief Craig Yehlik, Chief of Police
Rae Ann Ailts, Finance Director

DATE: May 22, 2018

RE: Student Resource Officer Discussion

During the May 30, 2018 City Council work session, staff will present information pertaining to a School Resource Officer (SRO). Over the past several years, the City has applied for federal funding to support an SRO to assist with schools throughout New Richmond. To date, we have been unsuccessful at obtaining those federal funds, as the majority of funds within the State of Wisconsin are designated within the Milwaukee and Madison area.

As part of the SRO project, we are proposing to develop a Memorandum of Understanding (MOU) with the School District of New Richmond (SDNR) for a minimum of five (5) years for funding of an SRO. The City will continue to apply for federal funding to minimize the operational costs of an SRO.

During the meeting on May 30, staff will highlight the following elements:

1. Purpose of an SRO and anticipated responsibilities
2. Review of surrounding communities and school districts. How are other local communities handling policing of school buildings?
3. Federal grant process. Recently, the City of Rice Lake received federal funding. We'll briefly outline that process.
4. MOU with School District of New Richmond. In order to fund an SRO for the 2018/2019 school year, staff would propose the following:
 - a. \$50,000 contribution from SDNR beginning on July 1, 2018.
 - b. \$50,000 contribution from the City of New Richmond (as part of the Fiscal Year (FY2019 budget)

No action is being proposed during the work session on May 30, 2018. If the Council wishes to move forward with this proposal, they are advised to direct staff to develop a MOU for consideration with the SDNR to outline and detail a source and use of funds scenario for a SRO.



TO: Mayor Fred Horne and City Council

FROM: Rae Ann Ailts, Finance Director
Mike Darrow, City Administrator

DATE: May 21, 2018

RE: Capital Improvement Plan 2018-2022

Background

During the April work session, the Council reviewed and discussed projects identified as critical using the following definition: **“A project that is in need of immediate replacement or repair in the year identified. There is a direct impact on the safety or health of staff, residents, etc.”** The projects reviewed in April included equipment needs such as Police vehicles and self-contained breathing apparatuses (SCBA), as well as trail and street projects including a bike and pedestrian path along Country Road A, a bike and pedestrian path connecting Fox Run/Whispering Prairie, reconstruction of Dakota Avenue/West First Street/Minnesota Avenue, and a Police garage.

The Council decided that equipment which requires regular replacement such as police vehicles or other safety equipment like SCBAs should be considered critical and budgeted for on a regular basis. These items will continue to appear on the Capital Improvement Plan (CIP) but do not require further discussion. Staff was also instructed to take a closer look at the design and associated cost of a police garage and present additional information on this in the next few months.

Next Steps

During Wednesday’s work session, staff will provide further additional project information and sources of funding for the potential bike and trail paths along County Road A and between Fox Run/Whispering Prairie, as well as the Dakota Avenue street project.

We will also begin to look at projects identified as “very important”. Council will be asked for consensus on the definition of “very important”, which is defined as when a **“Project is in need of replacement/repair soon, but not immediately, and can be addressed in the midterm”**.

In the following months, we will continue to move through the remaining projects, categorizing by priority and defining sources of funding. Following is the proposed timeline for completion of the CIP project.

Timeline

- May- Sources and uses of funds for critical projects and definition of “very important” projects
- June- Identification of very important projects and definition of “important” projects
- July- Sources and uses of funds for critical and very important projects
- Aug- Public process for two-year critical and very important projects, budget limits for those projects

Engaging the community and obtaining feedback is essential in this process. During the summer, we will be asking the community to provide feedback related the projects and sources of funding. The community feedback will be presented to Council prior to adoption of the 2018-2022 CIP.



TO: Mayor Fred Horne and City Council

FROM: Mike Darrow, City Administrator
Rae Ann Ailts, Finance Director
Sarah Reese, Human Resources Manager

DATE: May 21, 2018

RE: Compensation & Benefits Study Update

Background

During the April council meeting, the City Council approved the issuance of a RFP for a Compensation and Benefit Study for the City of New Richmond. Proposals were received from six firms. First-round interviews were conducted with four firms earlier this month. Three firms were invited to participate in second-round in-person interviews, with Council and Staff. The interviews will be held on Wednesday, May 30th.

Staff will provide an update to Council on the process during the work session.

Recommendation

No action is being requested of Council at this time.



TO: Mayor Fred Horne and City Council

FROM: Mike Darrow, City Administrator
Rae Ann Ailts, Finance Director

DATE: May 21, 2018

RE: Civic Center Building Design & Security Service

Background

The Civic Center is a central hub for public services and activities ranging from building inspections and utilities to municipal court services and public meetings. The Civic Center currently houses twenty-two staff members and seven departments including Administration, Building Inspections, City Clerk, Community Development, Finance, Municipal Court and New Richmond Utilities.

Prior to the purchase of the old Post Office in 2002, customer service for City and Utility services were located in the same area. Following the purchase and renovation of the old Post Office, the Utility department was relocated to the west side of the Civic Center. In 2012, the west side of the building was converted into additional office and meeting space following the relocation of the Police Department.

The gradual evolution of Civic Center space and activities over the years has created several operational challenges. First, as the City continues to experience growth, staff anticipate workspace needs will increase but total building footprint will remain relatively static (i.e. how do we do more with the same amount of space?) Second, City and Utility services located on opposite sides of the Civic Center creates accessibility issues for our customers. On a consistent basis, customers are redirected from the east side of the building to the west side or vice versa depending upon the specific service required. This constant redirecting of our customers does not embrace the “one-call, two-clicks” environment we strive to achieve.

Next Steps

Enhancing service delivery to customers and planning for future space needs is imperative. In 2009, a Space Needs Analysis Report was conducted by Cedar Corporation. The intent of this study was to develop a 20 year Facilities Space Needs Analysis to help facilitate the decision making process for the re-use of or for new City Facilities. Staff is recommending an update to the 2009 study that would provide options related to staff location and potential renovations that would improve operational flow within City Hall.

Staff requested a quote from Cedar Corporation for phase one of the project, which would entail a conceptual plan outlining office locations, building security and preliminary opinion of

construction cost and phasing options. The study would be based upon a short-term improvement of the current building with a cost of less than \$50,000 with limited renovation work. The cost for phase one of the study is \$3,750, and would be paid by municipal facilities impact fees.

Recommendation

Staff recommends approval for the Building Design Services Study to be completed by Cedar Corporation in an amount not to exceed \$3,750.



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

604 Wilson Avenue
Menomonie, WI 54751
715-235-9081
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FAX 715-235-2727
www.cedarcorp.com

March 7, 2018

City of New Richmond
Attn: Mike Darrow
156 East First Street
New Richmond, WI 54017

Professional Services Proposal
BUILDING DESIGN SERVICES
New Richmond WI

Cedar Corporation is pleased to submit this proposal to provide professional Architectural services for your project.

SCOPE OF PROJECT: The project consist of increasing the space efficiency and utilization of the existing City Hall (Civic Center) for the Administrative Offices. The City completed a Space Needs Analysis Report in 2009. The Space Analysis was intended to be used to develop a 20 year Facilities Space Needs Analysis for the Council to utilize in the decision making process for new and re-use of the City Facilities.

This project will incorporate recommendations from the 2009 report and evaluate opportunities to relocate staff and potential renovation projects for the short-term improvement of operations within City Hall. The renovation work is anticipated to be limited and not involve reconfiguration of the building systems and will include updated building finishes and recommendations of office furniture. At this time, it is understood that the renovation work will be limited to minor wall relocation and/or removal. The intent is to improve the customer service points and consolidate departments.

The current intent of the design is develop a solution that has a total cost less than \$50,000. This work will be evaluated and may be completed at a later date or phased. At this time, no structural, mechanical, plumbing, or electrical design services are anticipated as part of the project. As the project scope develops, this may need to be revisited to better align with the scope of the project.

It is assumed that the renovation project will not affect any spaces that contain or are suspected to contain asbestos containing materials. As the project develops, this may need further review and a hazardous materials inspection is recommended.

The renovation is understood to include the following:

- Limited demolition.
- No structural design (assumes no bearing walls; to be confirmed in preliminary design).
- Interior walls will be steel stud with gypsum board.
- Updated finishes within the affected spaces will include tile, carpet, paint and ACP ceilings.
- No site work is anticipated as part of this project.

SCOPE OF SERVICES: The scope of services is proposed to be divided into three phases including, planning, design and finally bidding and construction.

The first phase is a planning phase. This phase will involve meeting with staff to further review the recommendations within the existing Space Needs Analysis and the current needs of the City to determine the most suitable renovation and relocation solution to meet the established budget expectations. This phase will include a discussion meeting, conceptual plan of office locations and preliminary opinion of construction cost and phasing options if necessary, and a final presentation meeting.

Upon approval of the preliminary layout, Cedar will move forward with final plans and opinion of probable construction cost. These efforts may include the development of design documents for state and local approval of the building, bidding assistance and contract administration.

CLIENT SUPPLIED INFORMATION: The Client will provide the Consultant with the necessary information and access in the orderly completion of these services. The information required from the client for the design includes but is not limited to, CADD files and corresponding plans and data.

COMPENSATION: Will be rendered on a **Hourly basis estimated as follows.**

- | | |
|-----------------------------|----------|
| • Planning Phase (38 hours) | \$ 3,750 |
| • Design Phase | \$ TBD |
| • Construction Phase | \$ TBD |

Included in the above fee are: mileage, photocopies, fax, and phone.

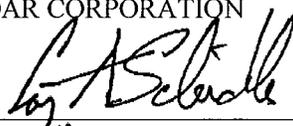
Reimbursable expenses include: printing/reproduction cost for plan sets larger than 11x17 format, additional site visits during construction, plan changes requested after 1st meeting or approval, addressing code issues request by State/Local officials, and addressing inspection findings/citations by inspectors resulting from issues due to the Contractor's work.

AGREEMENT: If the terms as stated above are agreeable and understood, please sign this proposal prior returning one copy to our office. This proposal shall remain valid for 30 days.

Sincerely,

CEDAR CORPORATION

By: _____


Cory A. Scheidler, A.I.A.
Director of Architecture

Client: City of New Richmond

By: _____

Mike Darrow
City Administrator

Date: March 7, 2018

Date: _____

General Conditions:

- Cedar Corporation shall not be liable for damages resulting from the actions or inactions of governmental agencies, and Cedar shall only act as an advisor in all governmental relations.
- All original papers, documents, designs and copies thereof, produced as a result of this contract except documents which are required to be filed with Public Agencies shall remain the property of Cedar Corporation and may be used by Cedar without the consent of the client.
- In the event all or any portion of the work prepared or partially prepared by Cedar is suspended, abandoned or terminated the client shall pay Cedar all fees, charges and services provided up to the date of termination.
- Should litigation be necessary to enforce any term or provision of this agreement or to collect and portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court cost and attorney's fees shall be paid by the client.
- In the event the client institutes a suit against Cedar, because of any failure or alleged failures to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, client agrees to pay for any and all defense cost for Cedar including attorney's fees.
- In recognition of the relative risks and benefits of the project to both the client and Cedar Corporation, the risks have been allocated such that the client agrees, to the fullest extent permitted by law to limit the liability of Cedar to the client and to all agents, and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims, expenses from any cause or causes, so that the total aggregate liability of Cedar to all those named shall not exceed Cedar's total fee for services rendered on this project. Such claims and causes included but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, impact, park land dedication, water and sewer connection, recording, inspection, review, etc. fees.
- The Consultant's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Consultant shall make every effort to complete the work within the timeframe set by the Client. If the Designated Services as defined above have not been completed through no fault of the Architect/Engineer or if the Client suspends the project for 30 consecutive days within three months of the date this document was signed, Cedar Corporation reserves the right to additional compensation on a time and materials basis
- The Client agrees to pay to Consultant the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt. Invoices that are not paid within 30 days of receipt will accrue interest at the rate of 1.5% per month.
- Indemnification clause: It is agreed that the Client will hold the Architect/Engineer harmless from and against liability for all losses, damages and judgments, arising from claims by third parties, and or contractors performance, including all costs involved, not limited to reasonable attorney fees and expenses recoverable under applicable law. If claims, losses, damages, or judgments are found to be caused by the joint or concurrent negligence of the Client, Consultant they shall be borne by each party in proportion to its negligence.
- LIEN RIGHTS: Cedar Corporation hereby advises Client that, in the event the payment of compensation provided herein is not timely paid, the property, which is the subject of this agreement, may be subject to a construction lien.
- PROVISIONS FOR E-FILES TO THIRD PARTIES: In an effort to cooperate with any requests for CAD drawing files from contractors, sub-contractors, fabricators and suppliers, the architect/engineer agrees to release the files under the following conditions:
 - The files are to be used for the preparation of shop drawings and submittals for this project only and are provided as a convenience only.
 - The architect/engineer's title block will be removed to eliminate confusion of who issued the drawing.
 - The architect/engineer provides no warranty as to content of the files and it is the user's responsibility to determine accuracy of dimensions, details, and work.
 - The user of the files shall remove information that is not required for their work.
 - The cost to prepare the files will be paid by the client.



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: Mike Darrow, City Administrator
 Beth Thompson, Community Development Director

DATE: May 23, 2018

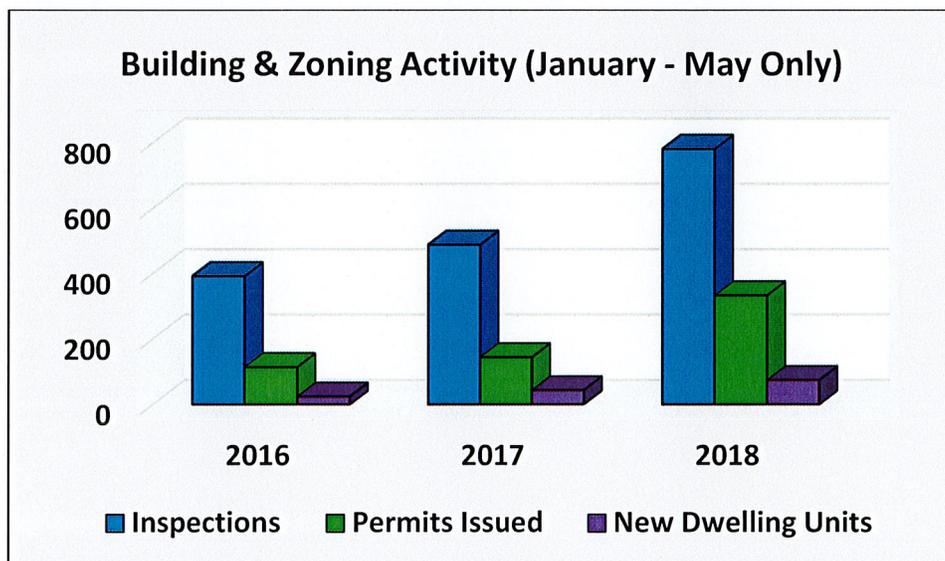
RE: Contract for Building Inspector – Amendment

Background

Since June 13, 2017 the City of New Richmond has been contracting with Josh Melstrom, an independent building inspector. The need for additional building inspection services has been evident based on number of building permits, number of inspections and volume of workload.

***January through May for 2016, 2017, & 2018**

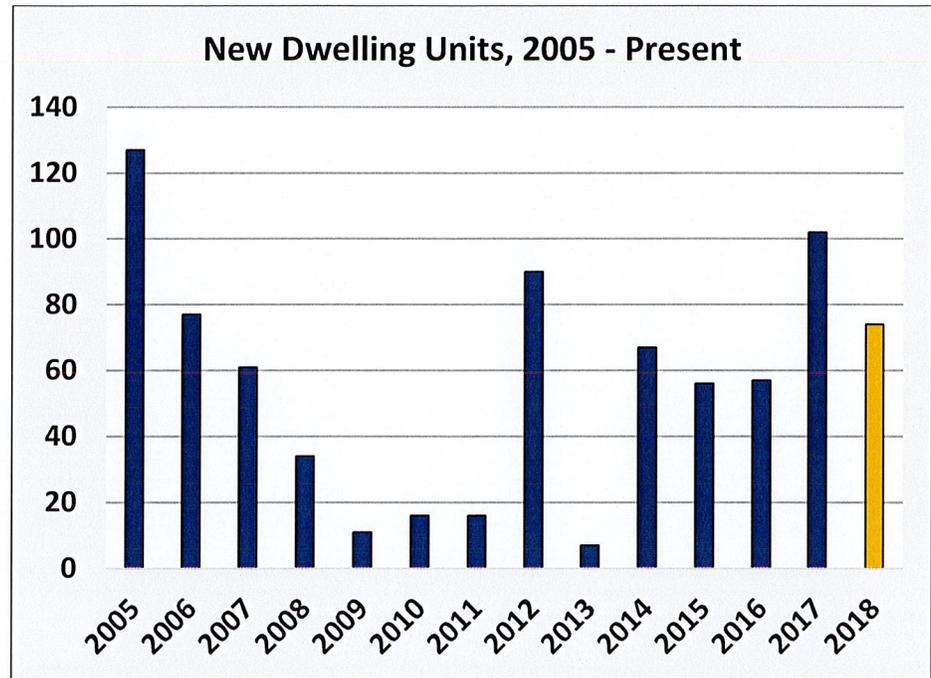
Building & Zoning Office Activity	2016	2017	2018
Inspections	392	488	781
Permits Issued	114	144	333
New Dwelling Units	24	43	74



- Total Inspections: 2014 = 312, 2015 = 761, 2016 = 1063 and 2017 = 1585.

- Inspection for the full year for 2017 were 1585 and 234 of them were storm related. Over the last four years inspections average out to be 865 without the storm related inspection.

Year	New Dwelling Units
2005	127
2006	77
2007	61
2008	34
2009	11
2010	16
2011	16
2012	90
2013	7
2014	67
2015	56
2016	57
2017	102
2018	74



Josh's services over the past year have been exemplary and he has had a very positive impact on our City. Below are the licenses that Josh holds for Wisconsin Building Inspections:

Credential/License ID

1217355
 1416204
 976538
 976538
 976538
 976538
 976538
 976538
 976538
 976538
 976538

Profession

Electrical Contractor
 UDC Inspections Agency
 UDC Electrical Inspector
 Commercial Electrical Inspector
 UDC HVAC Inspector
 UDC Construction Inspector
 Commercial Building Inspector
 Master Electrician
 Journeyman Electrician
 UDC Plumbing Inspector

City staff is proposing to increase the contracted hours from 18 per week to 32 hours per week. This allows the City the availability of a building inspector for four days a week and coverage will be available during the transition as our current building inspector has resigned.

Building Inspection Fees - Trend Analysis

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Actual	147,070	203,578	203,562	419,760	115,328
Budget	150,000	145,000	170,000	170,000	220,000
1Q	17,919	17,516	26,834	46,855	44,409
2Q	22,254	37,285	58,298	61,037	70,919
3Q	55,548	109,202	71,845	189,978	
4Q	51,349	39,575	46,585	121,890	
Total	147,070	203,578	203,562	419,760	115,328
Average	12,256	16,965	16,964	34,980	28,832
Annualized Average					345,984
Annualized Average Conservative Approach					268,992

Estimated 2018 265K-345K

Exceeding budget by 45K-125K

The highlighted \$70,919 is through the end of April, 2018. The increase of Josh's contract to four days a week through the end of September would impact the budget by \$12,285.00. The increase to the contract in 2018 is anticipated to be offset by building permit revenue.

Recommendations

City staff is recommending approval of the extended hours for Josh Melstrom at a budget of not to exceed \$12,285.00.



CITY OF NEW RICHMOND
THE CITY BEAUTIFUL

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www.newrichmondwi.gov

TO: Mayor and City Council Members

FROM: Beth Thompson, Community Development Director

DATE: May 23, 2018

RE: Community Development Update

Background

The Community Development Team is tasked with marketing and promoting the City of New Richmond, Economic Development efforts along with business retention and expansions, one-call two clicks policy, attendance at all City Council meetings, Plan Commission meetings, neighborhood meetings, public open house meetings, planning and land use analysis, special use permits, variances, ordinance compliance, code enforcement, zoning administration, building inspection services and permitting. For all of those services our department consists of the following staff:

Community Development Director – Office administration, attendance at City meetings and open houses, oversees staff, marketing the City, economic development efforts, comprehensive planning, one call for all development projects, and code enforcement – Keep it Beautiful.

Contracted Planner (no more than 20 hours a week at a budget of \$20,000/yr) – Planning documents, memos and analysis, assists with future planning efforts, review development site plans for conformance with ordinances and codes, assists with zoning interpretation, special use permits and assists with variance processes.

Building Inspector – Responsible for all building permits, associated paper work, building inspections, code interpretation and currently is the zoning administrator.

Contracted Building Inspector (currently 18 hrs/wk) – Responsible for building inspections and associated code and paperwork.

Administrative Assistant – All associated office work for building/zoning.

Surrounding Community Comparisons:

River Falls (population 15,339) staff consists of:

- Development Services Director
- Community Development Director
- Building Inspector/Code Enforcement Officer
- Senior Planner
- Planner
- Community Development Assistant
- Economic Development Director – currently recruiting for this position

Hudson (population 13,631) staff consists of:

- Community Development Director
- Building Inspector/Assistant Zoning Inspector
- Assistant Building Inspector/Assistant Zoning Inspector

Two (2) Community Development Clerks

Lake Elmo (population 8,445) staff consists of:

- Planning Director
- City Planner
- Planning Program Assistant
- Building Official
- Building Inspector

Arden Hills (population 10,126) staff consists of:

- Community Development Director
- City Planner
- Building Official/Commercial Inspections
- Code Enforcement/Residential Inspections

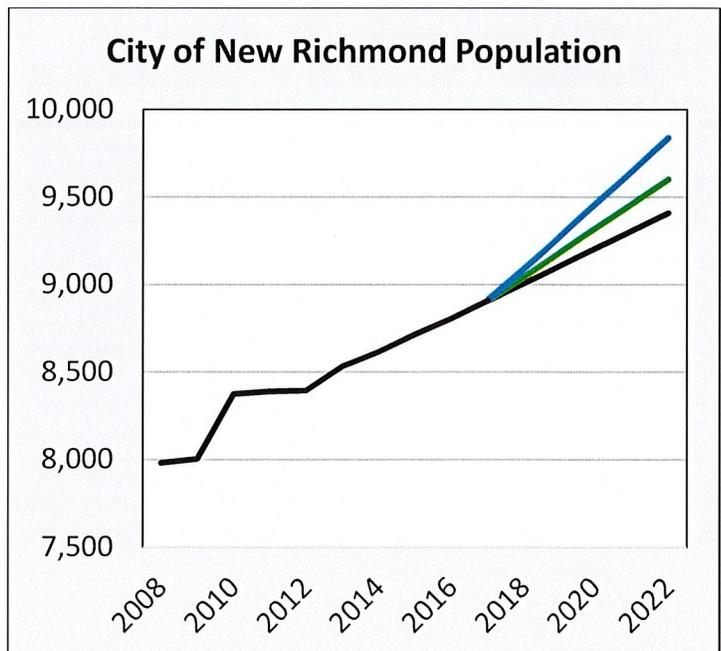
Little Canada (population 10,202) staff consists of:

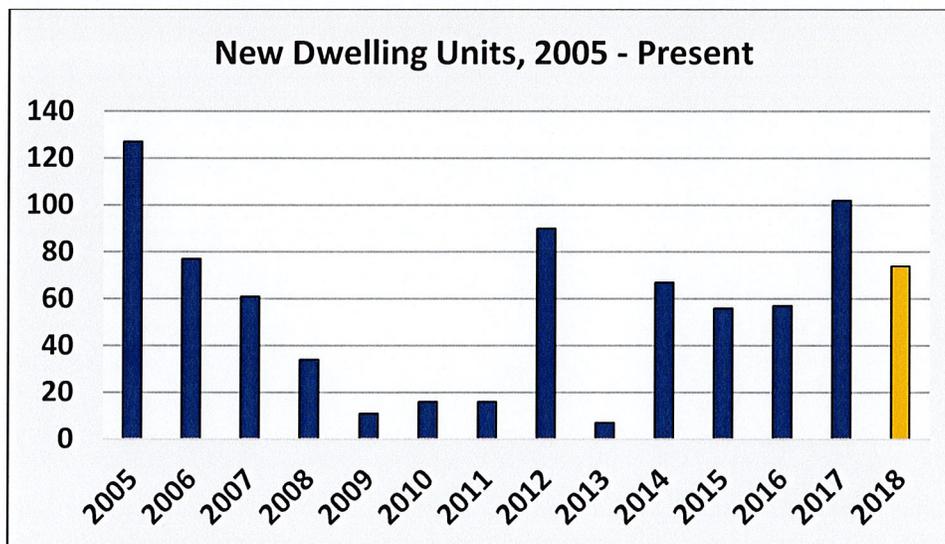
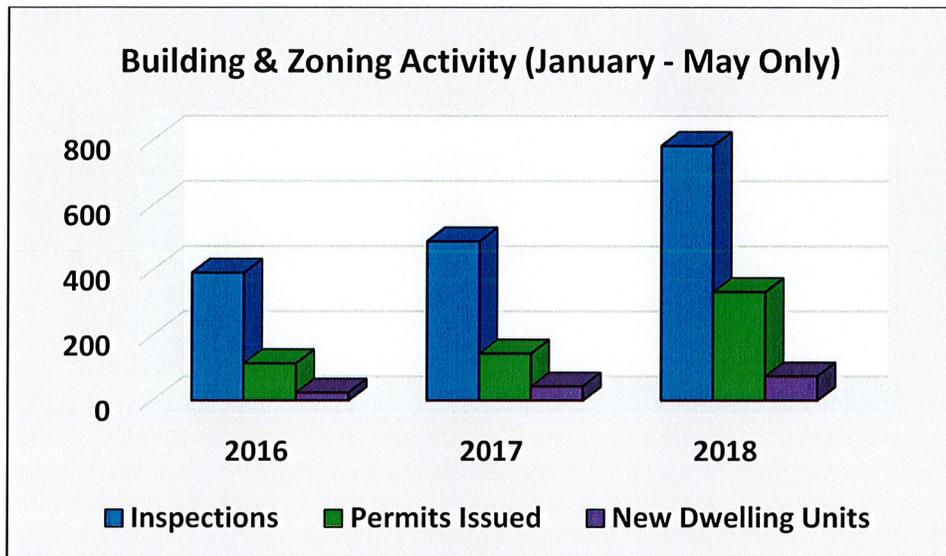
- Associate Planner/Code Enforcement
- Electrical Inspector
- Building Official
- Fire Marshall

Population / Building statistics

With population growth continuing to increase at a current rate of 1.1% and a projected growth of up to 2%, along with past and current building trends, the City will need to analyze current and projected employment in the Community Development Department.

Year	1.1% Growth (Average)	1.5% Growth (Forecast)	2% Growth (Forecast)
2008	7,981	7,981	7,981
2009	8,003	8,003	8,003
2010	8,375	8,375	8,375
2011	8,389	8,389	8,389
2012	8,395	8,395	8,395
2013	8,533	8,533	8,533
2014	8,616	8,616	8,616
2015	8,715	8,715	8,715
2016	8,807	8,807	8,807
2017	8,909	8,909	8,909
2018	9,007	9,043	9,087
2019	9,106	9,179	9,269
2020	9,206	9,317	9,454
2021	9,307	9,457	9,643
2022	9,409	9,599	9,836





Needs

Due to the of the growth over the last five years, increase in project complexity, the number of new developments, number of increased new dwelling units, the need for increased code enforcement, the City's need for additional staff is very evident.

Recommendations

Direct staff to move forward with creating a job description for a Planning/Zoning I position. The job description and additional information will be presented to the City Council in June for consideration along with sources and uses of funds.



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MEMORANDUM

TO: Mayor Horne & City Council

FROM: Noah Wiedenfeld, Management Analyst

DATE: May 21, 2018

SUBJECT: LTI Inclusive Playground at Freedom Park

BACKGROUND

As part of a project through the Leadership Trust Initiative (LTI), a group of citizens has proposed the idea of creating an inclusive playground in New Richmond. An inclusive playground is not only accessible to people with limited mobility, but also includes some different play equipment for children with sensory deficits or other developmental issues. Some inclusive playgrounds in the area include Tri-Angels Playground in River Falls, Teddy Bear Park in Stillwater, and Madison's Place in Woodbury. The project was presented to the Park Board in December 2017 and is included in the Comprehensive Outdoor Recreation Plan (Park Plan). The proposed site for the playground is in Freedom Park, where the existing sand volleyball courts are located.

City staff will be preparing a written memorandum of understanding (MOU) that covers the terms and agreements related to the proposed playground. Tentatively, the MOU will be presented to the Park Board at their June monthly meeting, and then proceed to the City Council for final approval in July. City staff will give a very brief overview of the project and next steps at the City Council's May Work Session. No formal action is necessary at this time.



TO: Mayor Fred Horne and City Council
FROM: Mike Darrow, City Administrator
DATE: May 22, 2018
RE: Forward New Richmond- Consultant

As part of the Forward New Richmond group, staff recommended the consultant services of Seth Hudson from Cedar Corporation to assist with economic development projects at the direction of staff or FNR.

Attached is the proposed contract for these services. Staff will provide an update on sources and uses of funds for this service during the work session meeting.

No action is being requested at this time. For review only.

May 22, 2018

Mr. Mike Darrow
City Administrator
City of New Richmond
156 East First Street
New Richmond, WI 54017

RE: Scope for Economic Development Services

Dear Mr. Darrow;

Cedar Corporation is proposing the following scope of services to support the City of New Richmond with its economic development related activities.

At the direction of the City Administrator, Community Development Director, the Mayor and/or the City's Economic Development Commission through email communication Cedar would perform the following Economic Development related activities on a time and materials basis:

1. Attend the City's monthly Economic Development Commission meetings, as needed.
2. Meet with prospective companies looking to relocate and/or expand in New Richmond, as directed by City staff
3. Respond as needed, on behalf of the City, to regional requests for information (RFI's) that come from the State of WI, Momentum West and/or St Croix County EDC, direct communication with the City
4. Analyze projects for economic impact and ensure they meet the goals and objectives of the community
5. Develop potential incentive packages that look at TIF, land right-down, etc, as directed.
6. Prepare conceptual site plans in support of projects
7. Coordinate other potential incentives such as economic development tax credits from the State. Any application preparation, filling and facilitation of incentive packages through the State's process would be billed under a separate contract.
8. Meet with property owners that are assessing development options on their site
9. Take calls from potential businesses seeking development opportunities to locate in New Richmond
10. Determine high-level cost estimates to extend public utilities in support of economic development projects
11. Perform TIF impact modeling in support of projects
12. Work on all TIF related actives such as TIF amendments, plan updates, Joint Review Board meetings, etc. These items would be billed under a separate contract.
13. Track available programs, grants, loans, etc. that the City could potentially take advantage of in support of the City's Economic Development objectives/projects and bring forward the beneficial funding mechanisms
14. Answer calls, emails or other forms of communication from staff

15. Work on other economic development related activities as directed

COMPENSATION:

The Client agrees to pay Cedar a Time and Materials fee pursuant to the proposed services listed in the above Scope of Services. It is anticipated that the Economic Development work would be billed at the Project Manager III rate of \$125.00. All other activities would be charged at the time and material rates listed on attached 2018 Schedule of Hourly Rates. Cedar will inform the City when the fee reaches \$5,000 and then again at \$7,500 to enable the City to manage its expenditures. Cedar will not bill an amount over \$10,000 without prior approval from the Client.

Any additional work requested by the City that does not fall generally under the Scope of Services listed above will be invoiced separately on a time and material basis per the attached Scope of Services. Cedar will provide the Client a written quote for any additional work requested by the Client. The Client will be responsible for all applicable governing agency fees including but not limited to review, application, recording, fees, etc.

TIME LINE:

Cedar's services shall be performed as expeditiously as is consistent with the orderly progress of the work as requested. The term of the contract shall be for one year or until the fee amount of \$10,000 is reached, whichever occurs first.

PAYMENT POLICY:

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

AGREEMENT:

If these terms meet with your approval, please date, sign and return one copy of this proposal to our office. This will serve as our authorization to proceed with the project. Cedar reserves the right to void this contract if not accepted within 30 days.

Sincerely,

CEDAR CORPORATION



Seth Hudson, EDFP
Sr. Manager Economic and Community Development

Accepted this _____ day of _____, 2018

By: _____
Mike, Darrow
City of New Richmond



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New Richmond, WI 54017
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MEMORANDUM

TO: New Richmond City Council
FROM: Craig Yehlik, Chief of Police
DATE: May 30, 2018
SUBJECT: Vaping devices on school property

BACKGROUND

With vaping quickly becoming an alternative to cigarette smoking and chewing tobacco the school district has been seeing an increase number of students and adults visiting the school using e-cig or vaping type equipment on school property.

The New Richmond school district has updated their Tobacco Policy to include any vaping devices and have requested that the police department assist in enforcing this policy by making an enforceable ordinance similar to the no tobacco on school property.

Attorney Nick Vivian and his staff has presented an ordinance 50-9 to adopt an ordinance to include making possession of E-cig, vaping or any other equipment that can be used to inhale vaporized oils or liquids, whether they contain tobacco or not, against city ordinance to possess or use on school property.

Action Required

Staff is recommending approval of the Ordinance 50-9 (Attached) as presented by Attorney Nick Vivian.

Update:

On May 15, 2018 Alderman Montello and I met with New Richmond High School Superintendant, Patrick Olson and he clarified that he and the school board discussed this matter at length and their stance is "no vaping equipment on school property, possession or use" Patrick cited ease of use, unknown health affects and no way to tell what the substance is inside the equipment as main contributing reasons for the requested ordinance.

ORDINANCE NO. _____

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

**AN ORDINANCE CREATING
CITY CODE CHAPTER 50 ARTICLE I SECTION 50-9
REGULATING THE USE AND POSSESSION OF VAPING DEVICE PRODUCTS ON
SCHOOL PROPERTY**

WHEREAS, the City of New Richmond (“City”) has enacted and currently enforces all Sections under City Code Ordinance Chapter 50 Article I establishing general municipal offenses and miscellaneous provisions; and

WHEREAS, decline in cigarette smoking has resulted in an increase in the popularity of alternative electronic nicotine delivery products and electronic smoking devices (“Vaping Device Products”) among minors; and

WHEREAS, Vaping Device Products provide an alternative smoking experience to tobacco cigarettes. Vaping Device Products are not subject to regulation by the Federal Food and Drug Administration (FDA) and have not been proven safe for either users or bystanders. The contents of cartridges vary widely and may contain nicotine, traces of nicotine, carcinogens, formaldehyde, antifreeze and other toxic substances which may pose health risks for users and bystanders. Vaping Device Products do not produce a gas or vapor but rather a dense visible aerosol of liquid submicron droplets consisting of glycols, nicotine, and other chemicals, some of which are carcinogenic. Packaging does not consistently include health warnings as required for conventional cigarettes and does not provide notice of harmful effects, nicotine concentration levels, or the existence or content levels of toxic substances; and

WHEREAS, Vaping Device Products have been proven to emit nicotine, ultra-fine particles, volatile organic compounds and other toxins, which if inhaled can be dangerous to everyone, especially children and pregnant women. Exposure to ultrafine particles is distressing and harmful and may exacerbate respiratory illnesses, such as asthma and may constrict arteries which could trigger a heart attack. The volatile organic compounds, such as formaldehyde and benzene, found in electronic smoking device aerosols, as well as conventional cigarette smoke, are proven carcinogens. Inhalation of vaporized nicotine in propylene glycol is not FDA approved. Short term exposure to propylene glycol causes eye, throat, and airway irritation and long-term inhalation can result in developing asthma. Some studies show that heating propylene glycol changes its chemical composition, producing small amounts of propylene oxide, a known carcinogen. There are metals in electronic smoking device aerosol, including chromium, nickel and tin nanoparticles; and

WHEREAS, Vaping Device Products are battery operated devices with cartridges filled with liquid sometimes containing nicotine and other chemicals that turn into vapor or steam which a person inhales. The nicotine or chemicals contained in the Vaping Device Product liquid is undetectable unless the liquid is tested at a laboratory making it difficult for enforcement officers to determine the contents of the liquid used in any particular Vaping Device Product; and

WHEREAS, the use of Vaping Device Products can pose health risks from which minors should be protected. Access to these substances and devices by youth should be restricted; and

WHEREAS, it is in the best interest of the City to prohibit the access and use of Vaping Device Products by any persons while such person is on any school property, including present within any school building or upon school grounds or riding in any school controlled vehicle; and

WHEREAS, the Common Council desires to prohibit the use and possession of Vaping Device Products by any person on or in any school property in the same way use and possession of tobacco is prohibited in such locations.

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

1. Adoption of Ordinance Section 50-9. Chapter 50 Article I Section 50-9 of the City Code of the City of New Richmond is hereby created to provide as follows:

Sec. 50-284. – Prohibited Possession of Vaping Device Products on School Property.

- (a) *Purpose.* This Section is adopted for the purpose of protecting the public health, safety, comfort and general welfare of the people of the City of New Richmond.
- (b) *Definition.* For the purposes of this section, the term “Vaping Device Product” means any noncombustible product, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, vaporizers, or similar products or devices. “Vaping Device Product” shall include any vapor cartridge, solution, or other container, that may or may not contain nicotine, that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, vaporizers, or similar products or devices. “Vaping Device Product” does not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act
- (c) *Possession on School Property.* It shall be unlawful for any person to possess or use a Vaping Device Product on property owned or rented by, or under the control of, the School District of New Richmond, including but not limited to school buildings, school grounds, or vehicles owned, rented, contracted or controlled by the New Richmond School Board.

2. Severability. Each section, paragraph, sentence, clause, work, and provision of this section is severable, and if any such section or provision shall be held unconstitutional or invalid for any reason, such decision(s) shall not affect the remainder of the section nor any part thereof other than that affected by such decision.

3. Effective Date. This Ordinance shall take effect immediately upon passage by the Common Council and publication as provided by law.

Passed and adopted by the City Council for the City of New Richmond this _____ day of _____, 2018.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



TO: Mayor Fred Horne and City Council

FROM: Jeremiah Wendt, Public Works Director

DATE: May 23, 2018

RE: 125th Street Annexation Reimbursement Agreement

Policy Background

The City of New Richmond, in partnership with Richmond Township, has designed and bid out the reconstruction of 125th Street, a border road between the two jurisdictions. Separately, the City has begun discussions about investigating future annexation options for properties that are surrounded on multiple sides by the City.

While the costs of the project have been split based on current jurisdictional boundaries, if those boundaries were to change due to annexation, a case could be made that the Town had paid for infrastructure that the City received the full benefit of. In order to be fair and equitable to the Town as our partner on this project, staff and the City Attorney have developed an agreement by which the City would reimburse the Town for a prorated portion of the street reconstruction costs if properties along 125th were annexed within a certain time frame.

There is precedent for this arrangement in the City's boundary agreement with the Town of Star Prairie, which lays out a process for determining the reimbursement amount. Staff will present the full agreement to the Council at the work session for comment.

Recommendation

Staff requests that the Council review and discuss the proposed agreement at the work session. Staff will make any necessary edits to the document, share with the Town of Richmond for their approval, and bring back for final approval at the June City Council meeting.



MEMORANDUM

TO: City Council
FROM: Weston Arndt, Electric Superintendent
DATE: May 22, 2018
SUBJECT: 140th St – Street Lighting Update

Background

In 2016, the City of New Richmond utilized an energy efficiency member loan from WPPI Energy to fund the installation of LED lighting in various locations throughout the city. Of the proceeds from the loan, \$191,993.55 remains that is allocated for LED street light installations. The installation of new street lighting on 140th Street was included the loan, and at the present time, there is no street lighting on 140th Street between County Rd K and County Rd GG.

Update

The Electric Department is designing and plans to complete the installation of approximately 36 streetlights and poles along the east side of 140th Street, between County Rd K and County Rd GG. We will utilize 135 watt LED fixtures and similar pole design used in other areas of the city. Work is expected to begin in mid-June. This project has prior Utility Commission and City Council approval. However, we wanted to provide an update given the timing and visibility of the project.
