



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

June 20, 2019

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 Monday, June 24, 2019 following the Joint meeting with the Utility Commission at approximately 5:00 p.m. in the Council Chambers 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. Consent Agenda:**
 - a) Application for Direct Seller's Permit from Karen & Kerrigan Storie with Sweet Treats Ice Cream Truck from June 25 through October 1, 2019 and a request to waive the fees**
 - b) Application for Extension of Premise from Bobcat's Bar & Grill for June 29, 2019 From Noon to 8:00 p.m.**
- 6. SOAR Agreement**
- 7. Squad Car/Body Cam Video System**
- 8. Amendment to New Richmond Fire & Rescue Fire Service Contract and Protection Agreement with townships and village**
- 9. Knowles Avenue Corridor Update**
- 10. iCompass Update**
- 11. Strategic Plan**
- 12. Communications and Miscellaneous**
- 13. Adjournment**

Fred Horne, Mayor

cc: **The New Richmond News**
Northwest Communications
City Website



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MEMORANDUM

TO: Mayor and City Council

FROM: Tanya Batchelor, City Clerk

DATE: June 19, 2019

SUBJECT: SOAR Agreement

Background

This agreement was originally approved by the Council in April, 2019. The attached document contains some amendments to the agreement. Please review this document prior to the Council meeting and contact Mike Darrow if you have any questions.

The Airport Commission recommended approval this agreement at their meeting on June 19, 2019 as well.

Recommendation

Staff and our City Attorney is recommending approval of the agreement as amended.

**Land Use and Program Agreement
New Richmond Regional Airport
City of New Richmond
and
School District of New Richmond**

Purpose- The School District of New Richmond SOAR (Student Opportunities with Agricultural Resources) Education Center is a unique partnership with the City of New Richmond and the New Richmond Airport Commission. SOAR will be located within a 19.5 acre agricultural center located within the New Richmond Airport land (Exhibit A).

This education center will be the only 4K-12 educational center of its kind in the state of Wisconsin. This project is a true community collaboration and learning center as it seeks to educate all involved on how food gets from the field to the table along with the hands on agricultural and STEM learning opportunities that will be explored. Food produced at the SOAR Education Center will supply school lunches with an array of edible products through the partnership with our District's School Nutrition Department. Students and community members will actively participate in raising animals for meat and growing vegetables while they work side by side exploring agricultural and STEM topics. Surplus products will be sold to staff members and community members.

Programming will be facilitated by the School District of New Richmond Staff, High School Agriscience Department, and FFA Chapter along with other partnerships. A SOAR Education Center Advisory Council will assist in developing connections with the community and beyond.

District students at all grade levels shall learn about agriculture and STEM related topics through this hands-on learning opportunity. Programming at the SOAR Education Center shall be taught by District staff, high school students, or outside community STEM and agricultural experts.

Conditions:

1. This agreement allows the School District of New Richmond to utilize this area for the purposes as outlined above. Any modification to the overall purpose of SOAR, changes in programming or modification to the concept plan (Exhibit B) is prohibited without a written agreement that is approved by one or all of the following agencies: the Airport Commission and City of New Richmond. The Airport Commission and City of New Richmond shall not unreasonably withhold their approval of any modification or change to the purpose of SOAR or concept plan.

2. Any modifications to the concept plan will require written approval from the City's Development Review Committee (DRC) for which the Airport Manager is a member. All structures shall be 35 feet or lower in height. Any approved modification to the concept plan by the DRC shall also require approval from the Airport Commission. The DRC and Airport Commission shall not unreasonably withhold their approval of any modification to the concept plan.
3. A signed lease (Exhibit C) will be required for each structure and use within the SOAR project. Each lease is subject to the review and approval of the Airport Commission and School District of New Richmond. The Airport Commission shall not unreasonably withhold its approval of any lease relating to the SOAR project.
4. An annual report shall be submitted to the Airport Commission by the School District of New Richmond in writing by June 30 of each year. The purpose of this report is to provide an update on programming within this project.
5. General maintenance of the property is the responsibility of the School District of New Richmond. All construction of buildings, structures, roads and/or earthwork must first be approved by the ~~City's Development Review Committee (DRC)~~. Any modification to the land use plan will require approval of the Airport Commission, City of New Richmond, Wisconsin Department of Transportation and/or Federal Aviation Administration (FAA). Any necessary approval required under this Paragraph shall not be unreasonable withheld. If any entity fails to respond within ninety (90) days of the School District of New Richmond submitting a proposed modification of land use plan, said entity's approval shall be presumed and the School District of New Richmond may proceed with its modification.
6. The attached land use plan has been reviewed and is considered approved. This agreement will be reviewed annually by Wisconsin Department of Transportation - Bureau of Aeronautics and Federal Aviation Administration for consistency of the signed lease and land use plan. It will be the responsibility of the School District of New Richmond to provide modifications to land use plans to the Airport Manager no later than May 30 of each year for review. If there are any findings from the Wisconsin Department of Transportation and/or FAA, the Airport Manager will provide written notice no later than June 30 of each year.
7. Any modification at the SOAR site not previously approved may be removed without notice.

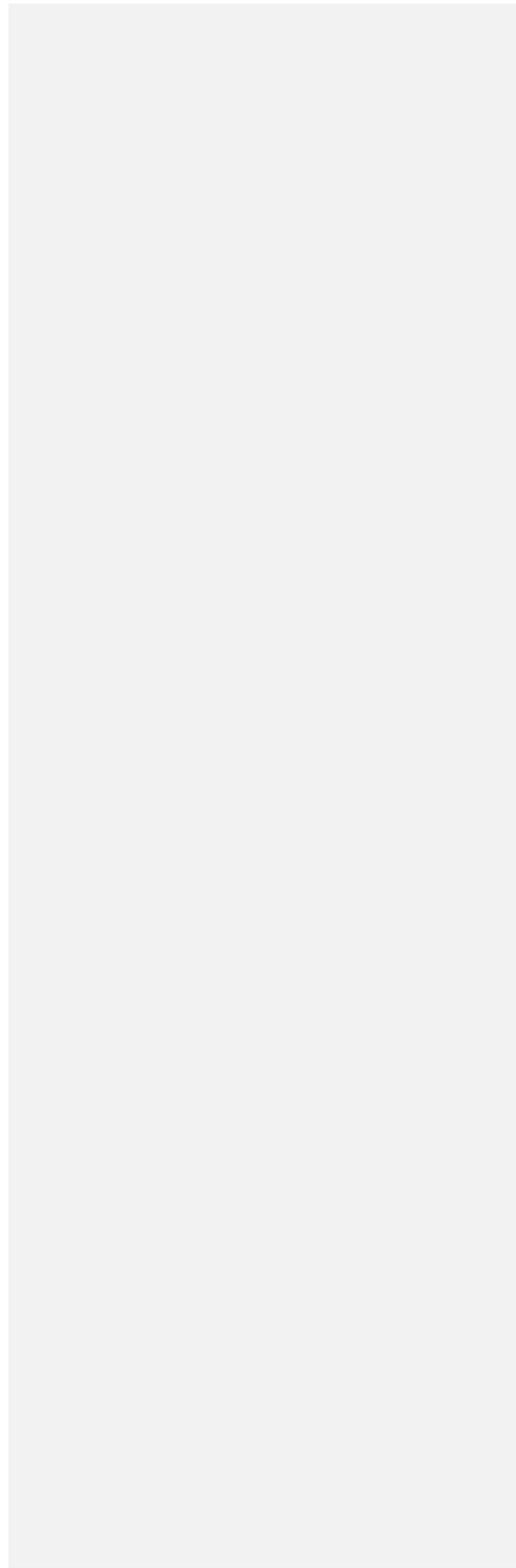
Signed on this date _____ the year of _____

Airport Commission

City of New Richmond

School District of New Richmond

Exhibit A: Location
Exhibit B: Concept
Exhibit C: Leases



AGRICULTURAL LOT LEASE-NEW RICHMOND REGIONAL AIRPORT

THIS AGREEMENT, made and entered into on the date indicated below, by and between the City of New Richmond, Wisconsin, a municipal corporation, hereinafter called the Lessor, and the School District of New Richmond, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as New Richmond Regional Airport (the "Airport") and said Lessee is desirous of leasing from the Lessor a certain parcel of land on the said ~~airport~~Airport, hereinafter more fully described, for the primary purpose of conducting agricultural-related activities;

WHEREAS, the certain parcel of land is located west of CTH CC and is not otherwise directly attached to any airside portion of the ~~airport~~Airport and is not suitable for typical aeronautical activities;

WHEREAS, the best use of the property is found to be agricultural in nature and is designated as such on the official airport layout plan for the ~~airport~~Airport;

WHEREAS, a detailed plan indicating the proposed uses and structures on said parcel of land was reviewed and approved by the Lessor, a copy of which is attached here to as Exhibit A;

NOW, THEREFORE, for and in consideration of the rental charges, covenants and agreements herein contained, the Lessee does hereby hire, take and lease from the Lessor, and the Lessor does hereby grant, demise, and lease unto the Lessee, the following premises, rights, and easements on and to the airport upon the following terms and conditions:

1. Property Description: Farm Lot 1 of the Airport Layout Plan - New Richmond Regional Airport. Leased property measures 110 feet in length and 60 feet in width, equaling 6,600 square feet.

2. Terms: The term of this lease shall be for ~~a maximum of~~ twenty (20) years, commencing on July 1, 2019 and ending on June 30, 2039. Lessee shall have the option to renew the lease for two (2) additional ten (10) year terms. At least three (3) months prior to the expiration of this lease or a renewal thereof, Lessee shall provide Lessor with written notice of its decision to exercise its option to renew.

3. Rent: The Lessee agrees to pay the Lessor for the use of the premises, rights, and easements herein described, a yearly rental of ten (10) cents per square foot for the land leased, for a total annual charge of \$660.00, payable on July 1 annually. It is understood and agreed the rental rate herein specified shall be subject to re-examination and adjustment at the end of each three year period of this lease, provided that any adjustment of said present rates, or as same may be amended hereafter, shall be reasonable. In no event shall the increase in rental rate for any given three-year period be greater than # percent (#%) of the prior rental rate.

4. Building Construction: The Lessee shall have the right to erect, maintain, and alter buildings or structures upon said premises, provided such buildings or structures conform to the applicable building code and pertinent provisions of any ordinances in effect. All proposed structures and uses within the structures, must be approved in writing by the Lessor prior to construction. Said approval shall not be unreasonably withheld.

5. Non-Exclusive Use: The Lessee shall have the right to the non-exclusive use, in common with others, of the ~~airport~~ Airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, the necessary equipment to support the approved use of the parcel, the right of ingress to and egress from the demised premises, which right shall extend to the Lessee's employees, guests, and patrons; the right, in common with others authorized to do so, to use common areas of the non-airside airport property located on the west side of CTH CC. The parties expressly agree that Lessee shall have the right to exclusive use of the building it erects pursuant to this lease and as shown in Exhibit A.

6. Laws and Regulations: The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.

7. Hold Harmless: To the extent permitted by law, the Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature, made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions.

8. Insurance: The Lessee agrees to maintain comprehensive liability insurance for the leased premises and will deposit with the Lessor a policy of comprehensive liability insurance annually.

9. Maintenance of Premises: The Lessee shall maintain the structures and the land on the leased premises in good order and make repairs as necessary. No outside storage shall be permitted except with the written approval of the Lessor. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the leased area to its original conditions; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

10. Right to Inspect: The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of the agreement.

11. Signs: The Lessee agrees no signs or advertising matter may be erected without the consent of the Lessor. Lessor shall not unreasonably withhold its consent. Lessor and Lessee agree that temporary signage directing Lessee's guests to specific portions of the premises, including but limited to sandwich board signs for parking, shall not require prior consent from Lessor.

12. Default: The Lessee shall be deemed in default upon:

A. Failure to pay rent within 30 days after due date;

B. The making of an assignment for the benefit of creditors without the prior written consent of the Lessor;

C. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days

Default by the Lessee shall authorize the Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises.

13. Title: Title to the buildings erected by the Lessee shall remain with the Lessee and are not transferable. Upon termination of this lease, the Lessee may ~~at the option of the Lessor,~~ remove the buildings, all equipment and property therein and restore the leased property to its original condition.

14. Snow Removal: The Lessor will provide no snow removal to the leased premises.

15. Lease Transfer: The Lessee may not, at any time during the time of this lease, assign, hypothecate or transfer this agreement or any interest therein, without the consent of the Lessor.

16. Airport Development: The Lessor reserves the right to further develop or improve the ~~airport~~ Airport as it see fit, regardless of the desires or view of the Lessee, and without interference or hindrance. In the unlikely event the development of the ~~airport~~ Airport requires the removal of the Lessee, the Lessee acknowledges the Lessor is unable to provide a similar location or facilities and will therefore vacate the premises upon six months written notice from the Lessor. The parties agree that if the Lessor removes Lessee from the premises within the first ten (10) years of this lease, Lessor shall pay Lessee the fair market value of the buildings and structures Lessee erected, as determined by an independent appraisal expert. The City agrees that should it fail to receive the necessary approvals or authorizations from State or Federal authorities for the lease of the property pursuant to this lease, it will indemnify, defend, and hold harmless the School District of New Richmond from any damages resulting therefrom.

17. Subordination Clause: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America or the State of Wisconsin relative to the operation or maintenance of the airport, the

execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States of America or the State of Wisconsin.

~~18. Arbitration: Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall~~

18. Airside Access: The Lessee is prohibited from operating vehicles or equipment on runways, taxiways, and taxilanes.

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19. Warranties and Representations: The premises are the sole and exclusive property of Lessor. Lessor warrants to Lessee that it is the rightful owner of the premises and has clear title to the premises. Lessor covenants and warrants to Lessee that it has the right to lease the premises to Lessee upon the terms and conditions of this lease.

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20. Expenses: Except as otherwise provided herein, each party to this lease is responsible for its expenses, including attorney's fees, in enforcing any of the obligations of this agreement or in any proceeding or litigation in which either party shall become involved by reason of this lease.

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21. Force Majeure: Neither party shall be liable for failure to perform its obligations hereunder due to causes beyond its control, including but not limited to fires, floods, acts of God, acts of terrorism, war or other outbreak of hostilities, mobilization, civil commotion, riots, embargoes and domestic or foreign governmental regulations or orders.

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22. Binding Effect; Modifications: All rights and obligations arising out of this lease shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto. This lease may not be assigned without the express written consent of the parties, which consent shall not be unreasonably withheld. No supplement, modification or amendment to this agreement shall be binding unless executed in writing by each of the parties hereto.

23. Non-Waiver: Either party's failure to enforce any of the terms or conditions herein or to exercise any right or privilege, or either party's waiver of any breach under this lease, shall not be construed to be a waiver of any other terms, conditions, or privileges, whether of a similar or different type.

24. Applicable Law and Venue: This Lease Agreement shall be governed by the laws of the State of Wisconsin without giving effect to Wisconsin's principles of conflict of laws. Each of the parties agrees that this lease shall be enforceable exclusively in the applicable federal or state court in Wisconsin, and for such purpose hereby consents and irrevocably submits to the jurisdiction of such court.

25. Entire Agreement: This lease, and the documents referenced herein, constitute the entire agreement between the parties, express or implied, with respect to the premises, and supersede all prior agreements or understandings.

26. Severability. If any of the provisions of this lease shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. Notices: All notices and other correspondence with respect to this Lease Agreement shall be directed to the following addresses:

<u>LESSEE:</u>	<u>LESSOR:</u>
<u>New Richmond Regional Airport</u>	<u>School District of New Richmond</u>
<u>c/o Airport Manager</u>	<u>c/o District Administrator</u>
<u>156 East First Street</u>	<u>701 East 11th Street</u>
<u>New Richmond, WI 54017</u>	<u>New Richmond, WI 54017</u>

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28. Binding Authority: Both parties executing the Lease Agreement have the full authority to bind their respective entities and the respective entities, assigns and subsidiaries shall be bound by its terms and conditions

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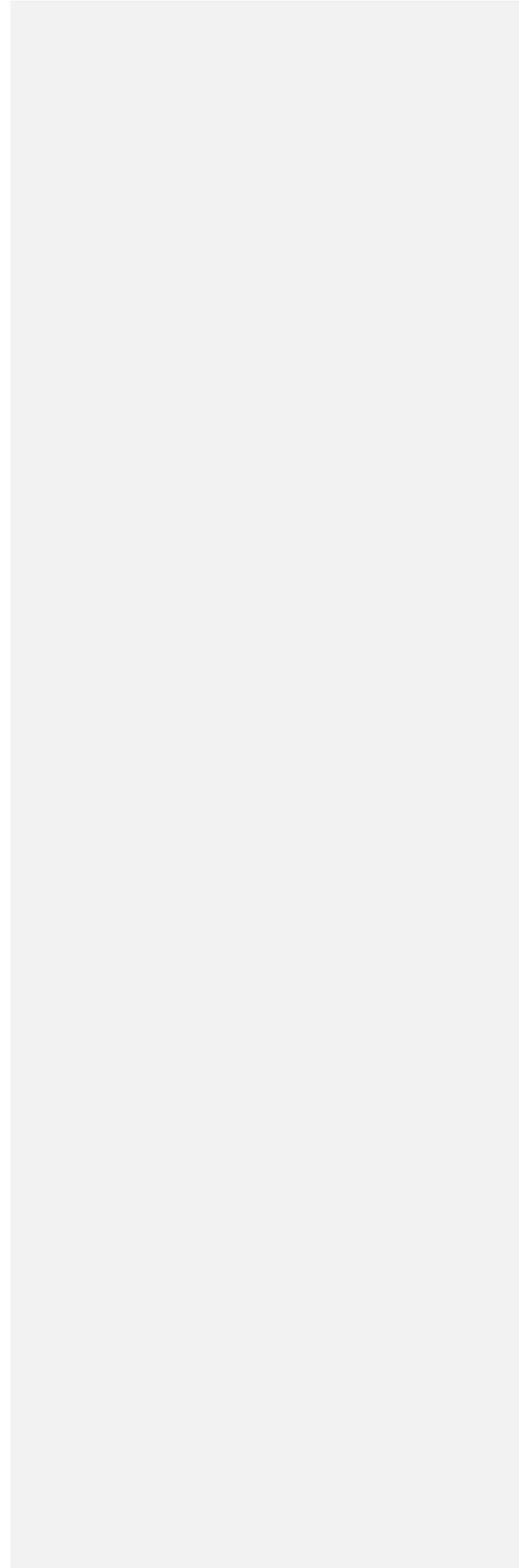
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49. _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, in the City of New Richmond, St. Croix County, Wisconsin.

LESSOR:

LESSEE:





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MEMORANDUM

TO: Mayor Horne & City Council
FROM: Veronica Koehler, Lieutenant
DATE: June 19, 2019
SUBJECT: Police squad video system

Background:

The 2019 capital improvement budget provides for the replacement of squad car video systems. The current Digital Alley system is unsupported and we are unable to find replacement parts to include the storage disks. The council was presented information on March 11, 2019 on different video systems that the police staff received demonstrations on. During that March meeting, the council approved the department to do a 60-day demo of the Getac system to include body cameras. Getac installed the system in Squad 29 around March 27, 2019. Officers have been using the system since. The system provides a high quality video, is easy to use, very responsive support and officers are able to use the body cameras anywhere needed.

The cost of the Getac System is summarized below and provides for the six squad car cameras, ten body cameras, set-up, training, installation and 30GB of monthly cloud storage.

Integrated Squad Car + Body Camera Video System:

Description	Price
6 Squad Cameras + Ext. Warranty	\$28,786.00
10 Body Cameras + Ext. Warranty	\$7,342.00
Set-up and Training	\$3,949.00
Cloud Storage (Annual Fee)	\$5,984.00
Total	\$46,061.00

The 2019 capital budget for squad car video replacement was \$32,500. The budgeted amount was for squad car video only and not body cameras. Staff reviewed various options to reduce the capital outlay needed. This included phasing body cameras in 2020 and/or reducing the number of body cameras.

However, the Getac system utilizes the body camera as the microphone for the system. If the body cameras are phased in later the cost of the video system would increase by approximately \$3,000 for microphones. Once body cameras are implemented, the microphones would be obsolete. Additionally, reducing the number of body cameras has a very limited impact.

To reduce the financing necessary for the video and body camera system. The cloud storage annual fee of \$5,984 can be absorbed into the general operating budget of the police department. Therefore, the net capital investment required for the system is \$40,077 and increase in budget of \$7,577. The investment of \$40,077 would be funded through the 2019 capital budget financing packaging.

Recommendation:

Staff recommend approval to purchase six squad car video systems, 10 body cameras, and installation and training as outlined above.



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MEMORANDUM

TO: Mayor and City Council

FROM: Tanya Batchelor, City Clerk

DATE: June 19, 2019

SUBJECT: Amendment to New Richmond Fire & Rescue Service Agreement

Background

Staff will give an update on the amendment to the Fire & Rescue Service Agreement.

Recommendation

No action is needed at this time.



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MEMORANDUM

TO: Mayor and City Council

FROM: Tanya Batchelor, City Clerk

DATE: June 19, 2019

SUBJECT: Knowles Avenue Corridor Study

Background

Staff will provide the Council with an update on the Knowles Avenue Corridor Study and the public involvement process.



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MEMORANDUM

TO: Mayor and City Council

FROM: Tanya Batchelor, City Clerk

DATE: June 19, 2019

SUBJECT: iCompass Update

iCompass

We held training on June 20, 2019 for the department heads on memo creation. The last step in this process is to have each Council member bring me their device to download the Agenda notes application. When you pick up your device, I will review how to log in and how to use the notes application. We will begin transitioning all agendas in the next couple weeks. I think everyone will find the application easy to use. Of course, I will be available to answer questions that come up as you use the program.

We are working with iCompass to implement the video manager portion as well. We have received one piece of equipment and are waiting for one more piece and then we will have a trial run. Thank you for your patience during the implementation process.



TO: Mayor Fred Horne and City Council Members

FROM: Mike Darrow, City Administrator and Utility Manager

DATE: June 19, 2019

RE: Strategic Plan

Staff will provide a presentation regarding strategic planning. The presentation will include the mission, values and long-term goals for the City. Staff will also outline the planning process moving forward for the strategic plan.

NEW RICHMOND STRATEGIC PLAN PROCESS

JUNE 24, 2019

WHAT IS A STRATEGIC PLAN?



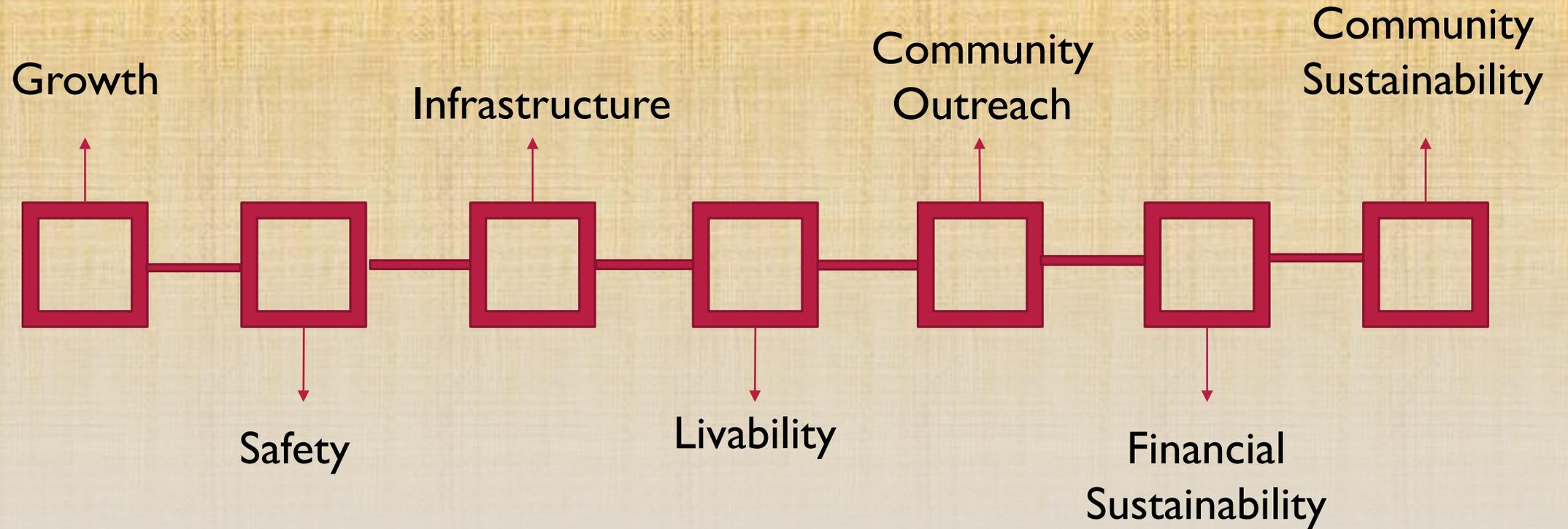
MISSION

The City of New Richmond's primary mission is to provide its citizens with reliable, efficient and economic public services.

CURRENT VALUES

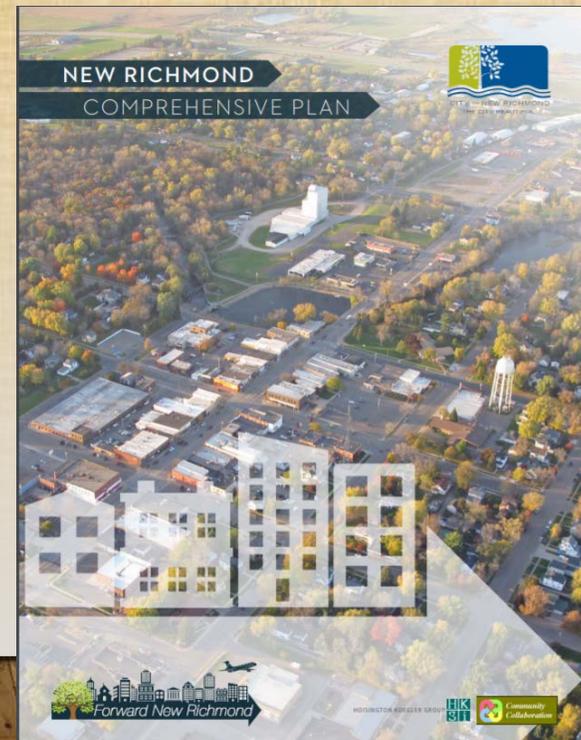
- Internal: We value Family-First and Safety-First policies for our employees and policy makers
- External: We value services that provide for the overall health, safety and general welfare of our community.

LONG-TERM GOALS



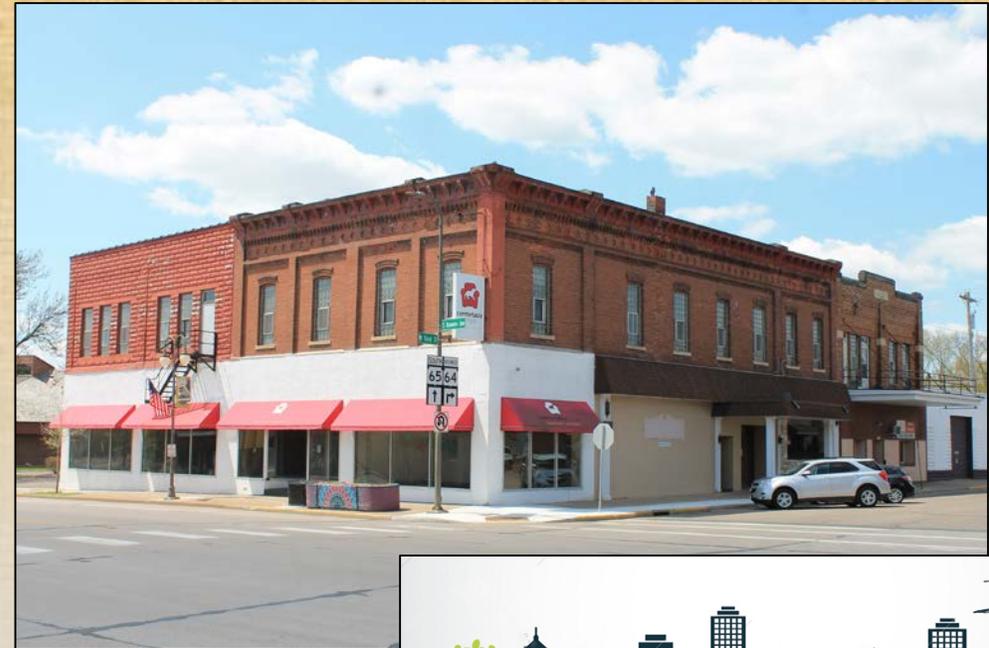
GROWTH

- Policy driven strategies
- Land Use Policies, Zoning and Subdivision Requirements, Comprehensive Plan
 - Comprehensive Plan Updated 2018
 - Zoning Updates (2020 Update)
- Collaboration with Townships
 - Annexation and Growth Discussions
- Boundary Agreements
 - Star Prairie



ECONOMIC DEVELOPMENT

- Private-Public Partnerships
- Creation of Forward New Richmond
- Partnerships with existing businesses (economic-gardening) to promote economic development
- Forward looking approach to new development through partnerships, regional initiatives and marketability



SAFETY

- Family first and safety first
- National and Regional Award winners for safety
- Student Resource Officer
- Technology Improvements



SRO – Aaron Anderson

INFRASTRUCTURE

- Adoption of a 5-year plan
- Complete Street Policies
- Utility Upgrades



125th Street



N 4th Street

LIVABILITY AND CULTURE

- Collaboration with School, Foundation and City (New Richmond Recreation Partnership)
- Park and Trails
 - New Richmond Bicycle & Pedestrian Master Plan
 - Freedom Park Capital Approval
 - Trail Expansion
 - Adopt a Park Process
 - Park Plan (Should be revised in 2020)
 - Master Plan Updates 2019
- Culture
 - Community events, Movie in the Park, Mayor's Reading Challenge



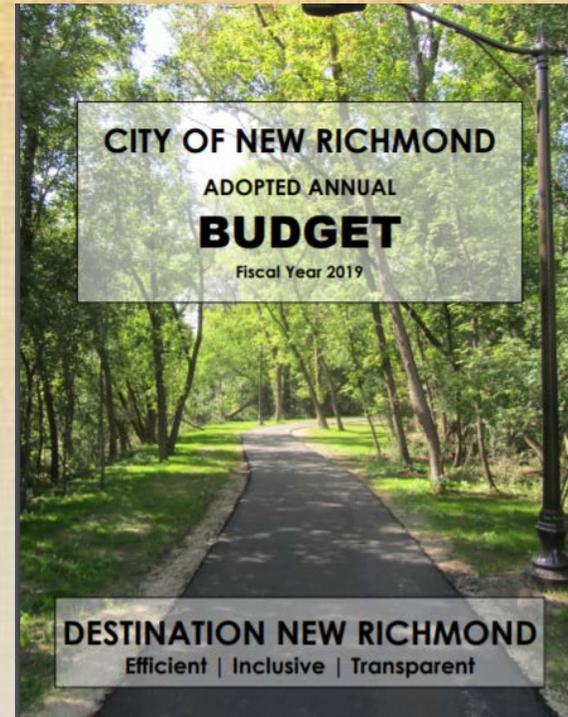
COMMUNITY OUTREACH

- New Richmond Way
- Community conversations
- Discussions outside of City Hall
- One-call/two clicks
- Promoting e-Commerce and technology advancements



FINANCIAL SUSTAINABILITY

- Policy-driven documents
- Transparency
- Debt Reduction
- Budget Book
- Community Process
- GFOA Standards



SUSTAINABILITY

- Green Tier Community
- Sustainability Account
- Community Solar Garden



ACTION PLANS

YEARLY OBJECTIVES
