

AGENDA FOR COUNCIL MEETING
CITY OF NEW RICHMOND, WISCONSIN
MONDAY, APRIL 8, 2019 - 7:00 P.M.

AGENDA:

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

PUBLIC COMMENT

CONSENT AGENDA:

1. Approval of the Minutes from the Previous Regular Council Meeting, March 11, 2019; Special Council Meetings on March 11, 2019 and March 25, 2019; and Special Joint Library/Council Meeting, March 25, 2019
2. Application for Operator's License from Jessica L. Shaffer, Osceola; Nicole J. Wukawitz, New Richmond; Steven D. Johnson, New Richmond; Amy L. Hayes, Star Prairie; Jackie R. Tallarico, New Richmond; Lakeisha M. Martin, New Richmond; Britany M. LaRoue, New Richmond; Michael M. Morrissey, New Richmond; Samantha J. Olsen, River Falls; Anna K. Hop, New Richmond; Debra J. Shepler, New Richmond; Ali W. Dahlquist, New Richmond; and Jennifer A. Clark, New Richmond for Super America Only; and
3. Application for Temporary Class B Beer License from New Richmond Area Chamber of Commerce for July 11-14, 2019 at Cyclone Park
4. Application for a Run/Walk Permit for the Willow River Run on July 11, 2019 at 7:00 p.m.
5. Application for a Run/Walk Permit from the New Richmond Police Department for May 18, 2019 at 9:00 a.m.
6. Application for a Run/Walk Permit for A Home for Jolee Foundation on May 11, 2019 at 9:00 a.m.
7. Application for a Street Use Permit from the New Richmond Area Centre for Sports Center Road from East Third Street to East Fifth Street from 9:30 a.m. to Noon on April 13, 2019
8. Payment of VO#63296 through VO#63387 totaling \$345,020.22 plus electronic fund transfers totaling \$1,602,693.87 for a grand total of \$1,947,714.09
9. Department Reports - Administration, Finance, Planning, Community Development, Public Works, Police, Fire, Library, Airport, and City Clerk

UNFINISHED BUSINESS:

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

NEW BUSINESS:

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

1. Steve Hirsch Development Agreement
2. Public Hearing – Sidewalk Assessments
3. Action on Public Hearing - Resolution #041901 – Final Resolution

4. Plan Commission Recommendations:
 - a) Application for Attachment from WI DOT – Ordinance #531
 - b) Application for Attachment from WI Building Commission – Ordinance #532
5. Resolution #041902 – Accepting Public Improvements for Beaver Way and Otter Way
6. Street Naming – Street on Northeast Side Hangar Area at Airport
7. Mary Park Boat Ramp Bids
8. SOAR Project
9. Flex Time Policy
10. Technology Policy
11. Fire Department Surplus Equipment
12. Proposed Ordinance Regulating Sky Lanterns
13. Fourth Quarter 2018 Financial Report
14. Regular Council Meeting, April 16, 2019 at 7:00 p.m. and Joint Library/Work Session on April 22, 2019 at 4:30 p.m.
15. Communications & Miscellaneous
16. Adjournment

Frederick Horne, Mayor

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

**Late Changes and Additions

Posted: Civic Center and City Website

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

SPECIAL COUNCIL MEETING MARCH 11, 2019 at 6:00 p.m.

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

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

GTAC Video Demonstration

Chief Yehlik explained the Police Department has been researching replacement of the car video systems. Our current system is outdated and replacement parts and repairs have become nearly impossible. The Public Safety Committee asked the Police Department to look into advanced technology to include officer worn cameras. A team of officers evaluated a number of vendors and recommended to the Public Safety Committee to begin the purchasing process of GTAC systems to include in car camera systems with compatible body cameras. The Public Safety Committee also requested a demonstration be given to the full Council. The Public Safety Committee also asked for NRPD to begin looking at policy changes and storage costs for the camera footage.

A representative from Northland Business Solutions gave a demonstration of the squad cameras and the officer worn cameras. Discussion followed. Alderman Montello moved to have the Police Department continue investigating the squad cameras and body cameras as shown tonight, seconded by Alderman Jackson and carried.

Chief Yehlik also demonstrated the Viridian firearm mounted camera. This was for informational purposes only for future budgeting.

Communications and Miscellaneous

None

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

Meeting adjourned at 6:58 p.m.

Tanya Batchelor
City Clerk

REGULAR COUNCIL MEETING MARCH 11, 2019 7:00 P.M.

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

Alderman Kittel moved to adopt the agenda as amended, seconded by Alderman Jackson and carried.

Public Comment

Consent Agenda

1. Approval of the Minutes from the Previous Regular Council Meeting, February 11, 2019 and Special Council Meeting, February 26, 2019
2. Application for Operator's License from David C. Mehls, New Richmond
3. Application for Temporary Class B Beer License from New Richmond Youth Hockey Association for March 15-17, 2019 at 450 Sports Center Road
4. Application for Six Month Class B Beer License form New Richmond Softball Association for Hatfield Park from April 15, 2019 through October 15, 2019
5. Application for Temporary Class B Beer License:
 - a) New Richmond Area Chamber of Commerce for April 11, 2019 at New Richmond Airport for the Packer Tailgate Party
 - b) New Richmond Area Chamber of Commerce for June 7-8, 2019 at Mary Park for Park Art Fair
 - c) VFW Post 10818 for the Civic Center Parking Lot on August 1, 2019 for the First National Community Bank Centennial Celebration
6. Application for Amplification Permit and Exemption from Sec. 50-87 Loud & Unnecessary Noise:
 - a) New Richmond Chamber of Commerce at the New Richmond Airport for April 11, 2019, 4:00 to 9:00 pm
 - b) First National Community Bank for August 1, 2019 5:00 p.m. to 9:00 p.m.

7. Payment of VO#63197 through VO#63295 totaling \$4,490,285.60 plus electronic fund transfers totaling \$1,934,800.48 for a grand total of \$6,425,086.08

General Fund	\$1,899,276.98
Impact Fees Fund	25,297.76
Cemetery Fund	203.33
CDBG – Housing	258.05
Debt Service Fund	255,376.71
Capital Projects	79,678.94
Capital Replacement Fund	28,623.84
Landfill Cleanup Fund	11,125.96
TID District #10	6,000.00

Storm Water Utility	27,120.15
Park land Trust Fund	5,127.10
Tax Agency Fund	4,100,610.56
Recycling/Compost/Yard Waste	16,386.70

8. Park Donation - Steven & Paula Bilitz \$50.00
Nash Finch \$2,500
9. Department Reports - Administration, Finance, Planning, Community Development, Public Works, Police, Fire, Library, Airport, and City Clerk

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

National Red Cross Month

Bob & Henri Olson and Mike & Kathy Stephens were present from the Northwest Wisconsin Chapter of the American Red Cross. They had 92 incidents and assisted 117 families in 2018. They also installed 468 smoke alarms. Mayor Horne presented a proclamation to them declaring March as Red Cross Month.

Packer Tailgate Party Update

Chief Yehlik explained several Packer alumni and musician Chris Kroeze will be at the New Richmond Airport on April 11, 2019, for the Packer Tailgate Party. City staff is working with Chamber staff and other emergency service departments on traffic and safety plans for the event to keep everyone safe and to make sure the event runs smoothly. The crowd could be as large as 4,500 people. General admission tickets are still available for \$10 each.

Plan Commission Recommendation – BNA Properties LLC

The Plan Commission recommended approval of the Application for Rezoning from BNA Properties LLC for property located on North Fourth Street near the intersection with Hwy 64. Property is described as: 261-1019-06-151 - SEC 35 T31N R18W PT SW NE DESC AS COM AT W 1/4 SEC 35; TH N89E, 2686.07 TO POB; TH N89E, 271.63; TH N08E, 54.32; TH N39E, 235.20; TH N66W, 162.61; TH S63W, 315.74; THS00E, 161.76 TO POB DESC IN 976284. Property is currently zoned Z4 General Urban District and requested to be rezoned to Z3 Multi-Use/Corridor District. Noah Wiedenfeld explained the application for rezoning. The property is planned to be used for The Oral Surgery Center. Alderman Zajkowski moved to suspend the rules and adopt Ordinance #530 rezoning this property to Z3 Multi-Use/Corridor District, seconded by Alderman Montello and carried.

2019 Sidewalk Plan

Jeremiah Wendt presented the 2019 Sidewalk Plan which shows the portions of sidewalk that will be repaired or replaced in the City. Property owners are assessed 50% of the cost of the repairs or replacements. The City pays 100% for newly constructed sidewalks. The budget for sidewalk maintenance is \$30,000 for 2019. Alderman Zajkowski moved to approve the 2019 Sidewalk Plan as presented, seconded by Alderman Kittel and carried.

Sidewalk Bid Results

The following three bids were received for Sidewalk:

Cempour	\$45,490
J & S General Contracting	\$35,745
Solid Rock Custom Concrete	\$35,603

City Staff recommended awarding the contract to Solid Rock Custom Concrete in the amount of \$35,603. Alderman Montello moved to accept this recommendation, seconded by Alderman Jackson and carried.

Resolution #031901 – Sidewalk Assessments

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

RESOLUTION #021901

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

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

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

229 N 2ND ST	110 S GREEN AVE
210 N 2ND ST	601 E 2ND ST
269 N 1ST ST	506 E 2ND ST
257 S WASHINGTON AVE	371 E 3RD ST
305 S WASHINGTON AVE	309 S GREEN AVE
371 S WASHINGTON AVE	406 E 5TH ST
145 W 2ND ST	551 S ARCH AVE
110 W 4TH ST	606 S STARR AVE
258 S KNOWLES AVE	651 S STARR AVE
636 S STARR AVE	
2. The public improvements shall include repair and/or replacement of concrete sidewalk panels or sections.
3. The total amount assessed against the properties described above shall not exceed 50% of the cost of improvements.
4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety, and general welfare of the municipality and its inhabitants.
5. The assessment against any parcel may be paid in in one lump sum or may be placed upon the tax roll to be repaid over five years at an annual interest rate of six percent.
6. The City Engineer is directed to prepare a report which shall consist of:
 - a. Plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. Schedule of proposed assessments.
7. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection.
8. Upon receiving the report of the City Engineer, the Clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district, the place and time at which the report may be inspected, and the place and time of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class I notice and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.
9. The hearing shall be held in the Council Chambers of the New Richmond Civic Center at a time set by the Clerk in accordance with §66.0703, Stats.

Motion was seconded by Alderman Ard and carried.

Police Squad Car Bids

Chief Yehlik explained that two squad cars were originally ordered from Ewald Ford, but those vehicles were never built. New bids were requested for 2020 Ford interceptor vehicles. The following bids were received:

Johnson Ford \$33,413
 Ewald's (State Bid) \$32,272

Alderman Zajkowski moved to approve purchasing two squad cars from Ewald's for the purchase price of \$32,272 with additional funds to come from the hail damage funds not used in 2018 and allow City staff to get a maintenance package from a local dealer, seconded by Alderman Jackson and carried. Alderman Montello abstained.

Squad #27 Replacement

The Public Safety Committee recommended moving forward with the 2019 Dodge Durango pursuit rated vehicle with additional funds not to exceed \$9,500. Alderman Ard moved to accept this recommendation with the funds not to exceed \$9,500 with the funds coming from the hail damage funds not used in 2018, seconded by Alderman Jackson and carried. Alderman Montello abstained.

Park Facility Reservation Policy

The Park Board recommended approving the Park Facility Reservation Policy. Alderman Kittel moved to approve the policy as presented, seconded by Alderman Montello. Alderman Ard asked about the language regarding alcohol in the parks. Alderman Ard moved to strike the alcohol language from this policy, seconded by Alderman Jackson. Currently there is language in City ordinances regarding alcohol in parks. Discussion followed. Alderman Montello called the question. Upon voting on the amendment, the motion passed unanimously. Upon voting on the main motion, motion carried unanimously.

Resolution #031902 – 2018 Amended Budget

Rae Ann Ailts explained the budget amendments and carried forward amounts. Alderman Montello offered the following resolution and moved for its adoption including the amounts carried forward and assigned fund balance:

CITY OF NEW RICHMOND
 RESOLUTION #031902

WHEREAS, the City of New Richmond has levied taxes and appropriated monies for City operations, and
 WHEREAS, unforeseen circumstances and events occurred in 2018, that were not anticipated when the budget was originally adopted.

NOW, THEREFORE, BE IT RESOLVED by the common council of the City of New Richmond that the 2018 budget be amended as follows:

GENERAL FUND	2018 ADOPTED BUDGET	ADJUSTMENTS	AMENDED 2018 BUDGET
REVENUES			
General Property Taxes	3,147,854.00	-	3,147,854.00
Taxes (other than property)	713,009.00	4,184.59	717,193.59
Public Imp Revenue-Assessments	4,196.00	-	4,196.00
Intergovernmental Revenues	1,535,870.00	154,736.98	1,690,606.98
Regulation & Compliance Revenue	397,665.00	226,361.42	624,026.42
Public Charges for Service	355,643.00	73,544.47	429,187.47
Miscellaneous Revenue	168,434.00	77,844.92	246,278.92
Other Financing Sources & Transfers	77,000.00	-	77,000.00
TOTAL REVENUES	6,399,671.00	536,672.38	6,936,343.38
EXPENDITURES			
General Government	1,062,105.00	50,814.60	1,112,919.60
Protection - Person & Property	2,622,318.00	106,186.72	2,728,504.72
Public Works - Streets	1,278,112.00	255,586.60	1,533,698.60
Health & Sanitation	1,303,945.00	1,108.26	1,305,053.26
Education & Recreation	5,900.00	223,821.14	229,721.14
Conservation & Development	105,291.00	66,459.09	171,750.09
Other Financing Uses & Transfers	15,000.00	-	15,000.00

Outlay	7,000.00	13,381.85	20,381.85
TOTAL EXPENDITURES	6,399,671.00	717,358.26	7,117,029.26

OTHER FUNDS REVENUES

Impact Fees	114,670.00	-	114,670.00
Cemetery Fund	12,250.00	4,804.00	17,054.00
WDF/RLF/Housing Fund	50.00	-	50.00
Debt Service Funds	2,996,436.00	-	2,996,436.00
Capital Project Fund	5,686.00	112,160.81	117,846.81
Capital Replacement Fund	100,000.00	95,150.00	195,150.00
Capital Project - Landfill Cleanup	67,293.00	-	67,293.00
Tax Increments	1,709,544.00	4,994.00	1,714,538.00
Storm Water Utility	294,245.00	178,862.00	473,107.00
Parks Trust Fund	71,530.00	56,648.00	128,178.00
Library Trust Fund	27,000.00	-	27,000.00
Enterprise Funds	13,038,705.00	-	13,038,705.00
TOTAL REVENUES	18,437,409.00	452,618.81	18,890,027.81

EXPENDITURES

Impact Fees	140,000.00	-	140,000.00
Cemetery Fund	7,864.00	4,804.00	12,668.00
WDF/RLF/Housing Fund	60,000.00	-	60,000.00
Debt Service Funds	2,996,436.00	-	2,996,436.00
Capital Project Fund	701,250.00	560,913.77	1,262,163.77
Capital Replacement Fund	-	292,666.64	292,666.64
Capital Project - Landfill Cleanup	72,907.00	-	72,907.00
Tax Increments	1,671,579.00	4,994.00	1,676,573.00
Storm Water Utility	274,180.00	325,858.67	600,038.67
Parks Trust Fund	37,000.00	56,648.00	93,648.00
Library Trust Fund	8,000.00	10,225.33	18,225.33
Enterprise Funds	13,329,245.00	-	13,329,245.00
TOTAL EXPENDITURES	19,298,461.00	1,256,110.41	20,554,571.41

Adopted at a regular meeting of the common council on March 11, 2019.

Motion was seconded by Alderman Ard and carried.

Financial Management Software Consultant Services

Rae Ann Ailts explained as part of the 2019 Capital Improvement plan, we are looking into new financial software. Many software companies can meet our needs, but we also need to ensure that our objectives match with the software. We contacted EO Johnson to provide the service of mapping and vetting new software. The first phase will include an assessment of needs, wants and must haves. EO Johnson has provided this service many times and the representative who would be working with us has completed 300 of these assessments. The cost for the first phase is \$6,400 to come from the capital improvement funds. Alderman Montello moved to approve the contract stating we are not limited to the number of hours, but the amount is not to exceed \$6,400. Motion was seconded by Alderman Ard and carried.

Resolution #031903 – Approving Termination of Protective Covenants for Area 2

Noah Wiedenfeld explained the covenants that are overlaid in area two of the Business and Technical Park. This set required approval from Forward New Richmond and signatures from half of the residents in area two. Alderman Ard offered the following resolution and moved for its adoption:

RESOLUTION NO. 031903
A RESOLUTION APPROVING TERMINATION
OF PROTECTIVE COVENANTS

WHEREAS, the City of New Richmond Industrial Economic Commission Protective Covenants was recorded June 24, 2002, in the office of the St. Croix County Register of Deeds in Vol. 1915, Page 054, as Document 682456; First Amendment to Protective Covenants recorded

November 2, 2006, as Document No. 837981 (collectively the “Covenants”) against real property located in the City limits; and

WHEREAS, the Covenants are no longer required pursuant to any regulatory requirement and the Owners and the City now desire to terminate the Covenants; and

WHEREAS, Section D-2 of the Covenants provides the Covenants may be terminated upon consent of the owners of 75% of the lots and not less than 60% of the collective property owners, and upon resolution duly passed by the Economic Development Commission (n/k/a Forward New Richmond) and approved by the City’s Common Council; and

WHEREAS, Forward New Richmond has reviewed the request for termination of the Covenants and has determined the termination of the Covenants is appropriate and acceptable.

NOW, THEREFORE, BE IT RESOLVED by Forward New Richmond that it approves the termination of the Covenants and recommends approval of the same by the Common Council.

Motion was seconded by Alderman Jackson and carried.

Resolution #031904 – Authorizing the DOT to Permit for Biosolids

Jeremiah Wendt explained the State Patrol notified us that we don’t qualify for the permit classification we have been operating under for many years and that we are over the statutory limits for hauling biosolids. The biosolids facility is working with an attorney to help pursue legislation to change the limits. The Utility Commission recommends approving the following resolution:

RESOLUTION #031904

RESOLUTION APPROVING LEGISLATIVE ACTION TO EXPRESSLY AUTHORIZE THE DEPARTMENT OF TRANSPORTATION TO ISSUE A PERMIT THAT ALLOWS THE WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY TO HAUL BIOSOLIDS IN EXCESS OF STATUTORY LIMITS

WHEREAS, The City of New Richmond has joined more than a dozen other Wisconsin municipalities, pursuant to § 66.0603 of the Wisconsin Statutes, to construct, operate and maintain a regional facility, known as the West Central Wisconsin Biosolids Facility (“Facility”), that processes biosolids generated by publicly-owned wastewater treatment plants; and

WHEREAS, the Facility has operated since 1995, providing great financial and environmental benefit to The City of New Richmond and the other Facility members; and

WHEREAS, it is critical to the success of the Facility that members be able to transport biosolids in excess of statutory size and weight limits to and from the Facility, as has been permitted since the inception of the Facility; and

WHEREAS, it has been determined by the Board of Commissioners of the Facility that legislative action is necessary to ensure that the Department of Transportation has express authority to permit such hauling of biosolids in excess of statutory limits;

NOW, THEREFORE, be it RESOLVED, that The City of New Richmond supports legislative action to modify section 348.27 of the Wisconsin Statutes to expressly allow the Department of Transportation to issue permits allowing trucks to transport biosolids on State highways in excess of statutory height and weight limits; and be it

FURTHER RESOLVED, that representatives of The City of New Richmond are hereby authorized to provide the Facility with whatever assistance may be required to aid in its efforts to effectuate legislative action as described above.

Alderman Montello moved to approve Resolution #031904 as recommended, seconded by Alderman Ard and carried.

Police Department Roof Bids

The following bids were received for the Police Department roof:

JG Hause Construction	\$39,800.00
Crush City Construction	\$71,624.60
G & V Construction	\$52,800.00
Becker Construction	\$39,130.00

Structural Buildings \$35,900

Alderman Ard moved to approve the low bid from Structural Buildings for \$35,600, seconded by Alderman Jackson and carried. The hail damage insurance proceeds will cover the cost of the repairs.

Police Department Siding Bids

Only one bid was received for replacing siding at the Police Department for \$43,850. This bid significantly exceeds the insurance proceeds from the hail damage. Staff will contact the insurance company to see if the deadline for repair can be extended. If so, City Staff will rebid the project. If the deadline cannot be extended, City Council will discuss this at their next meeting. Alderman Kittel moved to authorize staff to rebid this project if the deadline for repair can be extended otherwise Council will discuss this again next month, seconded by Alderman Montello and carried.

Next Work Session will be on March 25, 2019, at 4:30 p.m.

Communications and Miscellaneous

The St. Patrick's Day Parade is this Sunday at 2:00 p.m. Buttons are on sale to help offset the cost of the parade. The National Weather Service has issued a flood watch for Wednesday and Thursday of this week. The St. Croix County awards ceremony will be tomorrow at Faith Community Church in Hudson. Four of our officers will be receiving awards.

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(g) – Quiet Title – Whispering Prairie Outlot 1, seconded by Alderman Jackson and carried.

Open Session

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

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

Meeting adjourned at 8:45 p.m.

Tanya Batchelor
City Clerk

SPECIAL JOINT COUNCIL/LIBRARY BOARD MEETING MARCH 25, 2019 AT 4:30 P.M.

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

Roll call was taken.

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

Library Board Members Present: Jarell Kuney, Patty Van Nevel and Marla Hall

The Pledge of Allegiance was recited.

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

RFQ Process

Marla Hall, Vice-President of the Library Board, explained that she is excited for the project and talked about the needs and wants of the community. The next step is for the Library to meet on Wednesday afternoon to review the RFQs. Twelve firms submitted proposals. Interviews will be done in April based on the Library Board Schedule. Site selection is anticipated mid-summer. The hope is to have a shovel in the ground in 2020.

Funding Scenarios

Mike Darrow explained the options for funding were discussed with Sean Lentz from Ehlers. The Council still needs to weigh in on this. Phase I would use \$1.3 million starting in 2020 using cash reserves. Phase II would be \$2.7 million to come from fundraising. Those funds would go into the construction phase in 2021 with project completion anticipated in 2022. Phase III would be on-going construction, up to \$2 million in 2022. The total cost of the project is not to exceed \$6 million. After a design plan is accepted, the capital campaign could begin. The Library Board will know more about the timeline after their meeting on Wednesday.

Communications and Miscellaneous

None

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

Meeting adjourned at 4:55 p.m.

Tanya Batchelor
City Clerk

SPECIAL COUNCIL MEETING MARCH 25, 2019 AT 5:15 P.M.

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

Roll call was taken.

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

The Pledge of Allegiance was recited.

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

Family and Wellness Policy

Sarah Reese explained the Family First Committee consists of Andy Westmoreland, Jim VanderWyst, Weston Arndt, Britta Kingwill, Tanya Batchelor, MaryKay Rice, Marie Bannink, Leigh Alexander, Lori Brinkman and Andy Miller. These employees represent different departments and varied experience with the city. The first item this committee implemented was date night events. Two of these date night events have been held. Wellness surveys were emailed to staff to get feedback about possible programs that could be offered. We also hold monthly "Donuts and Discussions" with the employees to discuss what's happening in the City and to celebrate employee anniversaries. The group proposed an alternative schedule or flexible time policy. This would provide greater flexibility throughout all City services. Discussion followed. This policy will be on the April 8, 2019, agenda for action.

The next policy proposed by the committee is an enhanced bereavement policy. The proposal is to have a tiered policy with five days, three days and one day off depending on the relationship to the employee. Discussion followed. This policy will be on the April Council agenda for action.

There was discussion regarding a maternity/paternity leave policy. There is not a policy in place at this time. Employees are able to use PTO. The proposed policy would allow a mother or father to take 10 days off for the birth or adoption of a child or in the event of foster placement. There was considerable discussion regarding this policy and how it would apply to foster placement. This policy will be on the next work session for further discussion.

Civic Center Redesign Concept

Jeremiah Wendt explained the first concept brought to City Council included removing vault space and had a high price tag. Jeremiah talked to all staff that would be impacted by the redesign to get feedback. The top priority for everyone is customer service. He took a fresh look at the available space and came up with a concept that was presented to staff and met with unanimous approval. The new concept requires very little construction and would create flexible work space for customer service staff in the area where the building/zoning and court offices are currently located. The next step would be to request proposals for a design build. Alderman Montello moved to proceed with the project as presented and request bids for a design build, seconded by Alderman Ard and carried.

Tailgating Update and Event Plan Draft Agreement

Mike Darrow proposed a new event plan agreement that would need to be filled out and approved prior to any event. We need more oversight on events including all contingencies. The agreement would cover the anticipated use, needs from all City departments, financial agreements, a site plan, volunteer waivers and proof of liability insurance. Depending on the event, there could be significant overtime required. This plan

agreement would be a formal registration for all events and would require Council approval. This item will be on the next agenda for further discussion.

Board and Commission Policy – Attendance by Phone

There was discussion regarding whether to allow attendance of meetings by phone and whether a person attending by phone could count towards a quorum and could vote. Ordinance requires Council members to be physically present at meetings, but does not address any other boards or committees. Discussion followed. This will be discussed again at the next work session.

Technology Policy – HR

This item will be discussed at the next Council meeting.

Building Inspector Contract

West Wisconsin Inspection Agency has agreed to sign a contract to provide all building inspection services until 2022. Alderman Montello moved to approve the contract, seconded by Alderman Ard and carried.

Communications and Miscellaneous

A section of East First Street is in need of repair. Jeremiah has St. Croix County on standby for spray patching in these areas.

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

Meeting adjourned at 6:43p.m.

Tanya Batchelor
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL APRIL 8, 2019

VO #	PAYMENT TO:	AMOUNT
63296	ADVANCED DISPOSAL	16,386.70
63297	E O JOHNSON BUSINESS TECHNOLOGIES - CONTRACT	5,049.00
63298	FRONTIER COMMUNICATIONS	890.87
63299	KWIK TRIP / KWIK STAR STORES	8,362.31
63300	LEGACY ARCHITECTURE, INC	2,693.11
63301	REGISTRATION FEE TRUST	74.50
63302	SCHWAAB INC	22.05
63303	SKOGLUND OIL COMPANY	758.84
63304	ST CROIX COUNTY HIGHWAY DEPT	4,842.73
63305	ST CROIX COUNTY TREASURER	224.00
63306	AMAZON (CITY)	48.80
63307	CEDAR CORPORATION	750.00
63308	CITY UTILITIES - 2ND BILLING	27,898.97
63309	ECKBERG LAMMERS P.C.	7,123.75
63310	FAMILY FRESH (OTHER PMTS)	23.49
63311	VOID	-
63312	FLEX-O-SWEEP	18.00
63313	POWERS LIQUID WASTE MANAGEMENT, INC	187.50
63314	REM INSPECTING LLC	100.00
63315	SPECTRUM INSURANCE GROUP	55,966.00
63316	STATE BAR OF WISCONSIN	72.35
63317	THATCHER, LAWRENCE	116.60
63318	THE COOPERATIVE FINANCE ASSOCIATION, INC	709.80
63319	WESTFIELDS HOSPITAL (2)	25.00
63320	WI MUNICIPAL JUDGES ASSN	100.00
63321	WILLIAMSON & SILER S.C.	2,289.65
63322	XCEL ENERGY (2)	27.28
63323	FARM & HOME (OTHER PMTS)	809.41
63324	FRONTIER COMMUNICATIONS (2)	53.35
63325	MEIER, THOMAS	149.99
63326	MUNICIPAL TREASURERS ASSN OF WI	185.00
63327	REGISTER OF DEEDS	60.00
63328	CLERK OF COURT - ST CROIX CO	250.00
63329	DARROW, MIKE	446.60
63330	THE COOPERATIVE FINANCE ASSOCIATION, INC	479.85
63331	BERENDS, KATHY	116.00
63332	BIBEAU, BEVERLY	116.00
63333	BRIDGE, MARY JANE	116.00
63334	CITY OF NR - REVOLVING FUND	168.27
63335	GRADY, SCOTT	116.00
63336	HEINBUCH, ALICE	123.25
63337	HURTGEN, RUTH	100.00
63338	KLOPP, BONNIE	116.00
63339	OLSON, HENDRENA	123.25
63340	OLSON, ROBERT	123.25
63341	PELLEGRINO, JEAN	140.25
63342	UTECHT, INEZ	126.00
63343	VAN VYNCKT, PATTY	116.00
63344	ADVANCED DISPOSAL	16,453.06
63345	AMAZON (LIBRARY)	825.81
63346	ATWOOD, JOSEPH	762.39
63347	BAKER TILLY VIRCHOW KRAUSE, LLP	13,781.50
63348	BOARDMAN & CLARK LLP	1,449.00
63349	CBS SQUARED, INC	2,834.46
	SUBTOTAL	174,901.99

	SUBTOTAL CARRIED FORWARD	174,901.99
63350	CEDAR CORPORATION	1,105.36
63351	CITY UTILITIES - 1ST BILLIN	1,310.56
63352	CITY UTILITIES - SAC CHARGES	11,736.00
63353	CITY UTILITIES - SALES TAX	125.71
63354	CITY UTILITIES - SRPS	765.00
63355	CITY UTILITIES - WATER IMPACT FEES	11,736.00
63356	E O JOHNSON COMPANY, INC	1,523.17
63357	FIRST CHOICE COMPUTER RECYCLING LLC	256.00
63358	FOREMAN FIRE SERVICE & REPAIR	12,500.00
63359	FORUM COMMUNICATIONS COMPANY	1,023.29
63360	GHD SERVICES INC	7,595.49
63361	IFLS LIBRARY SYSTEM	314.85
63362	INDUSTRIAL SAFETY	6,113.98
63363	KIWANIS CLUB OF NEW RICHMOND	228.00
63364	KWIK TRIP / KWIK STAR STORES	5,575.76
63365	LARSON, GAIGE	14.00
63366	MAIL FINANCE	760.35
63367	MSA PROFESSIONAL SERVICES INC (WI)	5,399.00
63368	OWEN ASSESSING LLC	2,066.67
63369	PARNELL, AMIE	200.00
63370	PERRY, MOLLY	10.00
63371	PUFALL, DAVE	199.74
63372	REALIVING, LLC	1,501.75
63373	RUNNING, INC	16,367.75
63374	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	1,006.17
63375	SECURIAN FINANCIAL GROUP, INC	2,259.55
63376	SHORT-ELLIOTT-HENDRICKSON	3,634.60
63377	SPECTRUM INSURANCE GROUP	48,046.00
63378	ST CROIX COUNTY HIGHWAY DEPT	5,936.52
63379	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	722.58
63380	ST CROIX VALLEY SART, INC	400.00
63381	STATE OF WI - COURT FINES & ASSESSMENTS	3,188.02
63382	VERIZON WIRELESS (CITY)	359.68
63383	WASHINGTON NATIONAL INS CO	200.80
63384	WASTE MANAGEMENT OF WI-MN	487.15
63385	WEST WISCONSIN INSPECTION AGENCY, LLC	8,000.00
63386	WI PROFESSIONAL POLICE ASSN, INC	630.00
63387	XCEL ENERGY	6,818.73

TOTAL VOUCHERS

345,020.22

ELECTRONIC FUND TRANSFERS

PAYROLL (3/15, 3/29)	260,894.99
DEFERRED COMP	17,720.92
ROTH - WI	975.00
FEDERAL W/H	144,954.80
STATE W/H	28,507.11
POSTAGE	2,000.00
MEDICAL PREMIUMS	82,962.86
RETIREMENT	57,309.68
VISA P-CARDS	47,796.74
HRA	10,505.65
HSA - ER CONTRIBUTIONS	1,499.94
WI-SCTF	4,169.92
FLEX SPENDING	8,002.32
EMPLOYEE FUND	396.00
FIREMAN DUES	585.00
AFLAC	1,026.96
DISABILITY INSURANCE	2,596.06
INVOICE - SUPER AMERICA	10,605.42
DELQ STATE TAX - REMITTANCES	202.76
RESTITUTIONS	521.00
IMPACT FEE TRANSFERS	43,398.00
INVESTMENT TRSFR - BREMER	500,000.00
INVESTMENT TRASFR - LIBRARY	10,000.00
WPPI LOAN PMTS	4,166.67
DEBT PMTS/BREMER LOAN PMTS	361,896.07

TOTAL ELECTRONIC FUNDS 1,602,693.87

GRAND TOTAL 1,947,714.09

FRED HORNE, MAYOR



TO: Mayor Fred Horne and City Council

FROM: Mike Darrow, City Administrator
Sarah Reese, HR Manager and Executive Assistant

DATE: April 3, 2019

RE: Administration Update

Work Anniversary Highlights – In the month of March, we celebrated the following employees work anniversaries:

- Erica Schubert – Facilities maintenance, celebrating 1 year
- Pam Berends – Library, celebrating 2 years
- Dave Pufall – Public Works, celebrating 4 years
- Bob Meyer – Water Department, celebrating 19 years
- Roger Lindloff – Fire Department, celebrating 21 years
- Diane Thielke – Utilities, celebrating 27 years
- Beth Thompson – Community Development, celebrating 28 years

Library Project Update- The City Council and Library Board met on March 25 to discuss next steps in the library project. Below is the proposed budget and timeline that was discussed on Monday. *The proposed project would be roughly \$6,000,000 and would include the following: The City-share via borrowing of \$2,000,000; cash reserves of \$1,300,000; and a fundraising/grant drive of \$2,700,000.* RFQ submittals from 12 firms were received for the project and the Library Board is reviewing the proposals and plans to invite firms in for interviews in April.

Civic Center Redesign Update - City Council heard from our Public Works Director, Jeremiah Wendt, on the preferred design of our new customer service center here at the Civic Center. Over the next two months or so, we hope to have firm bids on the project to present back to the City Council.

Tailgating Event – Staff has been working collaboratively with the Chamber and Grace Place related to this exciting tailgating event and concert on April 11 at the Airport.

Cyclone Park Update – As part of honoring and memorializing the 120th Anniversary of the deadly cyclone that touched down in our community on June 12, 1899, we will be working on park improvements within Cyclone Park, illuminating all 117 trees within the park as well as hosting various events leading up to June 12.

iCompass Meeting – During the last week of March we officially kicked off the iCompass project. iCompass is a new software system that the City will be utilizing to improve transparency as well as general communications for all council, board and commission meetings. We hope to launch this new software system later this spring.

Forward New Richmond Meeting – At the last FNR meeting the primary discussion item was distributing a Request for Proposal (RFP) for the Richmond Crossing sign on the northwestern corner of West Richmond Way and Knowles Avenue. The RFP is linked on our City website.

Assessor RFP Update – April 8 is our deadline for the request for proposals for assessor services. We anticipate review and interviews within the next 45 days or so.



TO: Mayor Fred Horne and City Council
FROM: Rae Ann Ailts, Finance Director
DATE: April 8, 2019
RE: Finance Department Monthly Update

2018 Audit

In March, the annual audit fieldwork of the City's financial statements was completed. Audited financial statements including auditor's opinion will be finalized and published in June. Upon finalization, the audit report will be available on the City's website and social media pages.

Baker Tilly, the City's auditors, will present audit findings and reporting metrics to the City Council during the July regular Council meeting.

Room Tax Reporting

Under Wisconsin Statute, a municipality can impose a local room tax in which a portion of the revenues collected (at least 70%) must be allocated towards the promotion and/or development of tourism. Since 1996, the City has imposed a local room tax of 5%. In 2018, room tax collections were \$108K, an increase of \$33K or 44% from prior year. Room tax collections are allocated based upon recommendations from the Tourism Committee for projects and/or events that promote, stimulate and enhance tourism to the City.

In 2016, the Department of Revenue implemented new reporting criteria related to Room Tax collected. The annual report is intended to provide greater transparency to the public regarding the collection and allocation of tax revenues. During the month of April, the finance department will prepare and file the report. To view the City's prior year reports please click the below link: <https://www.revenue.wi.gov/Pages/Report/r.aspx#roomtax>.



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www.newrichmondwi.gov

MEMORANDUM

TO: Mayor Horne & City Council

FROM: Noah Wiedenfeld, Director of Planning

DATE: April 3, 2019

SUBJECT: Monthly Update

Below are some updates from the past month, as well as a look ahead at a few upcoming projects. Please feel free to contact me if you have any questions. Thank you!

Park Athletic Facility Improvements

At their March meeting, the Park Board approved funding for several projects, including renovations to the Hatfield Park restrooms, netting at Hatfield Park, rebuilding the pitcher's mound and home plate at Citizens Field, and netting at Citizens Field. The Park Board also authorized City staff to seek competitive bids for a storage building and small permanent restroom facility at Freedom Park.

Plan Commission

The Plan Commission has four items of business on their April 4th agenda. This includes conditional use permit (CUP) applications from Dance Explosion and Premier, LLC for the construction of a dance studio and a six-building apartment complex, respectively. A neighborhood meeting was held on March 11 for the Premier, LLC development to provide surrounding property owners with an opportunity to ask questions and learn more about the project. Also on the meeting agenda will be two applications from the Wisconsin Department of Transportation and the State of Wisconsin Building Commission to attach property that is currently in the Town of Star Prairie.



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MEMORANDUM

TO: Mayor Horne and City Council
FROM: Beth Thompson, Community Development Director
DATE: April 4, 2019
SUBJECT: Monthly Report

Economic Development - Forward New Richmond: Summer Siedenkrantz, Chairperson for FNR, and I will be attending the 2019 RECon (the Global Retail Real Estate Convention) event starting on May 19. RECon is the world’s largest global gathering of retail real estate professionals, providing networking, deal making and educational opportunities for the industry professionals from around the world. Leading developers, owners, brokers and retailers have come together to conduct a year’s worth of business in one place. RECon is without a doubt the best three-day exhibition to discover the latest industry products, attend many educational sessions and find new deals in the market. This is a great opportunity to connect with colleagues from leasing, marketing, retail, management, research, construction and design as well as investors, brokers, developers and many others. The event is organized by the International Council of Shopping Centers. It is open to trade visitors. The estimated number of attendees is 37,000. The estimated number of exhibitors is 1,200. RECon is an annual event that has been running since 1982.

Building Inspector Update: At the March work session, the City Council approved an agreement for inspection services with West Wisconsin Inspection Agency, LLC. This contract will run through December 31, 2022. We are excited to give our builders and developers the confidence to know our inspection department is stable and will have the “same face”, Ben Campbell, over the next three and a half years.

Building Permit Update: Below please find our numbers for building permits, dwelling units and construction values for year to date as of March 31, 2019:

Building Inspection update:

As of March 31, 2019	2019	2018
Number of Inspections:	376	337
Number of Permits:	79	81
Number of New Dwelling Units:	32	16
Residential Construction Value:	\$5,254,266	\$3,283,142
Commercial Construction Value:	\$ 345,522	\$1,774,179
Total Value:	\$5,599,788	\$5,057,321



156 East First Street
New Richmond, WI 54017
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MEMORANDUM

TO: Mayor and City Council
FROM: Jeremiah Wendt, Director of Public Works
DATE: April 3, 2019
SUBJECT: Public Works Month in Review – March 2019

Spring Thaw

All that snow we got in February had to go somewhere in March, along with a little rain to top it off. This meant that our PW crew had to transition quickly from plowing to “steaming”. Over the course of the winter, some storm sewers and catch basins build up ice, and when they are called into service in the spring the water can’t get into or through the pipe. We have to remove ice from the top of catch basins, and sometimes send a steam cleaner with a special hose and nozzle through the pipe to open up a path for the water. On the whole, we had a few long days and late nights of opening storm sewers, but avoided any major issues. We are fortunate to live in an area that isn’t prone to flooding!

Yard Waste

The compost site will be open starting April 15, and will be open 7 days a week from 8 am to dusk. We will begin our curbside pickup that same week. New for this year – ***leaves and grass clippings must be placed in biodegradable bags.*** We have communicated this through the news and facebook, and through door hangers last fall.

Safety First

Springtime sees a large focus on training for our staff, particularly related to safety. In March and April, this includes CPR training as well as our annual classroom refresher on bloodborne pathogens, compressed gas, hazard communication, personal protective equipment, and lockout/tagout.

Parks – Maintain/Improve/Enhance

Staff have been developing a plan for our parks in 2019 that includes a focus on the recently completed comprehensive plan. That plan talked about maintain, improving, and enhancing our park system, and we have some exciting things coming in 2019, so stay tuned!

CTH A Trail TAP Grant

Staff are working on developing the Request for Proposals (RFP) for design consultant selection on the CTH A Trail TAP Grant. We expect to issue the RFP in April, and have a Public Works Committee meeting in May to review proposals. The Public Works Committee would then select the top three firms to interview, and make a selection shortly thereafter.



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



Craig Yehlik
Chief of Police

Veronica Koehler
Lieutenant

City Council update
April 8, 2019

Three years ago, April 1, 2016 Chief Mark Samelstad worked his last day at New Richmond Police Department and retired. Since that time the New Richmond Police Department has seen tremendous change. None of that change is possible without the support, understanding and open minds of the Mayor, City Administrator and entire City Council, Public Safety Committee, Police and Fire Commission and probably most of all, the tax payers of New Richmond. All have been instrumental in promoting and supporting the direction this agency is headed and the response from the community has been very positive.

Some of our more notable changes are:

- Addition of a full time drug detective
- Addition of a full time K-9 handler
- Addition of a full time School Resource Officer
- Addition of Narcan for each officer
- Updated firearms systems
- Addition of fire suppression unit for the squads
- Additional in house instructors in firearms, scenario based training, emergency vehicle operations, defense and arrest tactics, laser, armorer, radar and Taser instructor, to name a few.
- Specialized training in death investigation, crisis intervention team training, active shooter response, tactical emergency casualty care, drug interdiction and investigation and leadership training.

All of the above have led to a more collaborative team effort between the police and the rest of the City Staff. These changes have also led to an increased moral and family first attitude within the department.

As we look toward the near future and update our technology and look for ways to be more efficient we also look to provide more transparency by upgrading our outdated squad cameras and apply new body cameras for all officers.

While we continue to strive for our mission of "building community partnerships through positive interactions, education and excellence in policing" we continue to look for ways to make policing in New Richmond even better for citizens and employees alike. We look forward to our continued commitment of providing professional police services for all.



NEW RICHMOND FIRE & RESCUE

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

March 2019 Month-In-Review

Retirement: Jesse Kvittek, a 15-year firefighter, retired this month. Jesse and his wife felt that their family life was very full and it was making it difficult for Jesse to give his time to the department. We will miss Jesse's leadership, as he has served as a lieutenant for a number of years. The department truly understands that family commitments come first, and we wish him and his family the best.

Fire Advisory Board: The first meeting of the 2019 Fire Advisory Board was held March 20. Minutes of the meeting were distributed recently and contained several items that were forwarded to the City Council for review and final decision or direction.

Fire Extinguisher Training: On Wednesday, March 27, motorist passing by Hansen's Learning Center observed fire extinguishers being used on a live fire in the parking lot. We used a fire pan, a bit of diesel fuel and then showed employees how to extinguish a live fire. Providing fire extinguisher training is part of our fire prevention program.

2020 Budget Process Begins: Beginning the 2020 budget in March may seem a little early; however, good planning takes time. After writing 21 budgets and being as transparent as possible, we've learned that rushing at the last minute leads to frustration on everyone's part. Our department will be exploring what items are needed, requesting estimates and beginning to lay out exactly what items will be included in the final budget request. It's critical to understand that not all ideas reviewed at this stage will make it to the final budget.

Firefighter Training: Beyond our normal department training, several firefighters are involved in Officer training, Firefighter I classes; tender operations/pumper operations; and EMT training. It's important to keep in mind that all of these classes are scheduled on evenings and weekends and are in addition to our normal department training sessions.

This month's department training also included the use of our UTV. Firefighters spent a couple of hours outside, in the snow, learning best practices to search for missing people in the woods, landing a medical helicopter, and transporting an injured snowmobiler. A CPR refresher class, airways and blood borne pathogens training, and hydrant hookup training were also completed this month.

There were 20 incidents during the month of March.

Alden Township	1
Erin Prairie	1
City of New Richmond	13
Mutual Aid	0
Richmond Township	5
Star Prairie Township	0
Village of Star Prairie	<u>0</u>
	20



Chief Jim VanderWyst



155 East 1st Street
New Richmond, WI 54017
Phone: 715.243.0431
Fax: 715.246.2691



To: Mayor Fred Horne and City Council
From: Jennifer Rickard, Interim Director
Date: 04.04.19
RE: Library Department Report

March Statistics –

- Checkouts, physical materials – 16,883
- Checkouts, eContent (eBooks, Audiobooks, digital magazines) – 1,942
- New patrons registered – 48
- New items added – 236
- Computer sessions – 960
- Wireless sessions – 1,746
- Door Counter – 10,290 (averages 396 people/day)
- Programs hosted:
 - Kids at the library – 23
 - Adults at the library – 8
 - Kids offsite – 14
 - Adults offsite – 4
- Programs total attendance – 855

March Funding/Donations –

- In March, we brought in \$1,432.71 from fines, faxes, copies, replacement library cards, lost & paid materials.
- We received \$9,130.00 from Bosch for a grant to purchase an early literacy table for cooperative play.
- We received \$314,243.00 from St. Croix County for our ACT150 reimbursement. All county funding has been received for this year.
- The Friends of the Library agreed to fund all of our requests for 2019. Those requests total \$\$5,774.00. Distribution checks will be cut to the library quarterly as funds relate to purchases. The Friends will continue funding 5 hotspots, a summer reading program presenter and prizes, lucky day books and movies, microfilm, 1000 Books before Kindergarten, an adult painting class, materials for our dramatic play area and coffee for library patrons.





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Upcoming Classes & Events –

- **Babygarten, Little University and Homeschool Hub** – Weekly classes for all ages. Stop in to see what fun topics we will learn about during April. Babygarten will be taking a short break after Monday, April 15 and Little University will take a short break after Friday, April 12.
- **April 7-13, National Library Week**



LIBRARIES = STRONG COMMUNITIES

- In conjunction with St. Croix County Libraries we will be offering discounts at local area businesses when presenting their library card. Over 50 businesses are participating. See attached handout for further details and promotions.
- Table 65 will be the promotional space (table displays) during the week and have a Name Droppers event in which a portion of the tab could be donated to the Library Building Fund.
- Culver's Coloring Contest for kids, which kids get a token for free ice cream, including table tents at the restaurant
- Free library card replacement
- 50% Off Fine Sale
- Customer Appreciation Gift Baskets - each library use earns a chance in the drawing
- Daily treats and refreshments
- **April 9, 6:00 pm – Nickolas Butler** - Eau Claire author Nickolas Butler will discuss his 5th book: *Little Faith* (Mar 2019). *In this moving new novel from celebrated author Nickolas Butler, a Wisconsin family grapples with the power and limitations of faith when one of their own falls under the influence of a radical church.*
- **April 13, 9:00 am – Spine Thrilling Book Club** – This new book club will meet monthly to discuss various psychological thrillers. The April discussion will be on *Baby Teeth* by Zoje Stage.
- **April 17, 6:00 pm – SoulSpace Farm Sanctuary** - Learn about how SoulSpace Farm Sanctuary is a nonprofit farmed animal rescue and protection organization, working to end cruelty to farm animals. SoulSpace promotes compassionate living through rescue, rehabilitation and education. **RESCHEDULED FROM SNOW DAY**



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- **April 18, 6:00 pm – Local Author Showcase** - Special guest author: Jim Guhl from Hudson. His first novel, *Eleven Miles to Oshkosh*, was published last fall by the University of Wisconsin Press. Other local authors include: Gail Wallach Buell, Sherry Gergen, Dan Hansen, Marilyn Jess, Reeve Lasky, Tylor Mintz, Chuck Range and Stephanie Rose. Sponsored by the Willow River Writers
- **April 19 – Library Closed, Good Friday**
- **April 22, 1:00 pm – Earth Day Crafts** - Use your creativity to see what you can create from recycled materials or test out one of our ideas.
- **April 25, 6:00 pm – Crafty Adults** – Our monthly adult crafting class, Creative Card making. Card making is the craft of hand-making greeting cards. You will learn how to make 3 step-by-step unique greeting cards during this class. It's time to celebrate a change of seasons, and what better way to do that than to craft our way into it!
- **April 26 – Library Closed, All City Staff Day**
- **April 27, 10:00 am – Grow a Story** - Spring is a time for growth. We'll grow our minds with some great stories and plant seeds to watch them grow as well.
- **May 1, 10:00 am – Job Center of Wisconsin** – The Job Center is available the first Wednesday of each month to provide patrons with various employment services.
- **May 2, 10:00 am – Mystery Book Club** – Attend this book club gathering if you enjoy mysteries. They meet monthly and will be discussing *Falling in Love* by Donna Leon.
- **May 2, 5:30 pm – Wild Spring Greens in Western Wisconsin** - Learn about the many wild vegetables available in all landscapes: urban, woodland, wetland, backyards, and gardens. We'll be seeing leafy greens, shoot vegetables, stem vegetables, seasonings, plus a few flowers, roots, and fruits. (What fruits ripen the first week of May? Come find out.) Learn how to identify and prepare these gourmet and nutritious free foods, how to gather them sustainably, and where to find them.
- **May 4, 10:00 am – Sit. Stay. Read.** – This is a wonderful opportunity for kids of all ages but especially for new readers to practice their blossoming skills with Alaska or Lola, our therapy dogs.
- **May 7, 5:30 pm – Wok & Roll** - A presentation on recipes, philosophy and laughter with Chef Peter H. Kwong, author of the book *Wok & Roll*. Peter H. Kwong is a chef, author, and local celebrity based out of St Croix Falls, Wisconsin. He writes a weekly column, “Wok and Roll,” for the Leader/Register, and he is excited to be publishing his first two books. He has a wealth of culinary knowledge; consulting local restaurants, teaching cooking classes through continuing education programs, and donating his acclaimed “Dinner and Songs” to raise money for charitable causes. *Registration required.*



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General Updates -

- Interviews were conducted for the vacant Library Shelver position. We hope to have the new individual start training within the week.
- TEACH is a program through the State of Wisconsin that provides us access to high speed internet at a discounted rate. Our contract has been signed and renewed until 2024.
- Transparent Languages – This new offering allows patrons to learn over 100 foreign languages online at their own pace. Learn to listen, speak, read and write any language you've been waiting to learn.





LIBRARIES = STRONG COMMUNITIES

Show your library card at these participating businesses to receive a promotional offer or discount.

Valid April 7-13, 2019

Celebrate
NATIONAL LIBRARY WEEK
APRIL 7-13, 2019

Moore Imprints

219 S Knowles Ave

10% off in store Tiger Apparel purchases

JewellTown Roastery

301 Main St

Enjoy 20% off any beverage

Dairy Queen

475 N Knowles Ave

Buy one get one blizzard for \$.99

Chickadee Doo Da

208 S Knowles Ave

20% off one regular priced item.
Some exclusions apply

Loan Depot

245 S Knowles Ave

\$250 discount on closing costs

Pete's Pizza

1230 N Knowles Ave

Free soft drink with the purchase of
a buffet at regular price.

Cedar Lake Teas

www.cedarlaketeas.com

20% off your online order of \$25 or more
with code: NLW2019

Garibaldi's

1621 Dorset Ln

\$5 off OR a complimentary fried ice cream
with a purchase of \$30 or more.
Not valid on discount items.

McDonald's

243 N Knowles Ave

Buy one get one free cheeseburger

Maurices

1495 Hamilton Ave

20% off one full priced item

Advance Auto Parts

346 S Knowles

10% off any regular priced item.

Tiger Nutrition

228 Paperjack Dr Suite 1

Mega Tea Upgrade

WITC

475 N Knowles Ave

Free giveaways at the front desk

Anytime Fitness

144 W 3rd St

No enrollment fee and first month free.
10% off supplement shop.

Dunn Brothers

1716 Dorset Ln

One free medium or small coffee. One per
person, in store only, no drive thru.

Asteria Inn & Suites

1561 Dorset Ln

10% discount on one king room
(two people) or two queen
double room (two people).

Bernard's Chrysler, Dodge, Jeep, Ram

510 Deere Dr

\$10 off any regular priced oil change in
the Bernard's Express Lane or Buy 3 tires
get 1 free on select brands/types. Must be
purchased and installed by 4/30/2019.
See dealer for details and options.

St Croix Automotive

440 W North Shore Dr

10% off labor of any service

Table 65

729 N Knowles Ave

Free Gelato Cone or Scoop

Star Prairie Sports Bar

206 Main St

One free drink with meal purchase

Vudu Street Food

121 S Knowles Ave

10% off all purchases

WESTconsin Credit Union

121 Meridian Dr

Free chip clip

Caribou Coffee

110 W 4th St

Buy any large specialty drink
and get one 50% off.

Wild Badger

240 S Knowles Ave

10% off food tab

Covet

346 S Knowles

Enjoy 30% off all books and engaging paper
DIY kits. We will be serving light appetizers
and hot chocolate. Join us!

First National Community Bank

109 E 2nd St

Receive a book about saving money for
your child to keep. One per child, while
supplies last. Must present New Richmond
library card.



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

MEMORANDUM

TO: Mayor and City Council

FROM: Tanya Batchelor, City Clerk

DATE: April 4, 2019

SUBJECT: Clerk's Monthly Report

Spring Election

On April 2, 2019, we had 886 voters, including 109 absentee votes. Thank you to all of the election workers and City staff for their help in making the election run smoothly. The next election will be in 2020.

Technology Updates

I'm excited to inform you that we are in the implementation process with iCompass. We met with our representative last week and completed the formatting process for agendas and memos. This week training was held for the agenda creators and there will be a coaching session next week for this group to answer questions. Usernames and passwords were given to the agenda creators and our temporary site is available for this group to look around and practice our new skills. Next will be training for memo creators and council/board members. I will be in touch with you soon to set this up. Thanks again for your support with this new technology.

At the April work session, we will discuss a self-publishing software available through Municipal Code. This program would allow us to update our own ordinances and save the cost of having Municipal Code provide this service for us.



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

MEMORANDUM

TO: Mayor and City Council
FROM: Tanya Batchelor, City Clerk
DATE: April 5, 2019
SUBJECT: Development Agreement for James Place

Background

Nick Vivian, City Attorney, drafted the attached development agreement for the final phase of the James Place development.

Recommendation

Staff recommends Council approval of the development agreement.

**DEVELOPMENT AGREEMENT
JAMES PLACE LOTS 40-61 – CITY OF NEW RICHMOND**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into this _____ day of April, 2019 between the **CITY OF NEW RICHMOND** (“City”), a municipal corporation organized under the laws of the State of Wisconsin, and **BASS LAKE, INC.**, a Wisconsin corporation (“Developer”).

RECITALS

WHEREAS, in 2004, Developer made application to the City for approval of the Plat of James Place for the property legally described on **Exhibit A** (“Development”).

WHEREAS, upon receiving the application, the City Council granted approval of the Development on the condition that the Developer enter into a development agreement as required by the City’s Code.

WHEREAS, the City and Developer are parties to the Development Agreement dated December 13, 2004, detailing certain obligations of Developer associated with the Development (“2004 Development Agreement”).

WHEREAS, the City and Developer are parties to the Development Agreement dated June 21, 2017, detailing certain obligations of Developer associated with the development of Lots 1 through 12 and Lots 30 and 39 (“2017 Development Agreement”).

WHEREAS, Developer now desires to proceed with the completion of the development of Lots 40-61.

WHEREAS, the City is supportive of Developer proceeding with the completion of the Development, however, requires Developer enter into this Agreement detailing the terms and conditions for the development of Lots 41-60 and installation of the public improvements described herein.

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

AGREEMENT

1. **City Approval.** The City approves the Development of the following property subject to the terms and conditions of this Agreement:

The lots covered by this Agreement are legally described as: Lots 1 – 12 and 32 - 61, Plat of James Place, Document Number 790219 of the St. Croix County Register of Deeds.

The Development consists of 61 lots. The Development is zoned Z3, Multi-Use / Corridor District. This Agreement governs the improvement of Lots 41-60.

2. **Conditions of Continued Development.** The City hereby approves the continuation of work within the Development on condition that the Developer (i) enter into this Agreement and (ii) furnish the security required by this Agreement. The Developer shall cooperate with the City in recording this Agreement and all required additional deeds and documents and providing assurance that this Agreement and all required documents have been properly and timely recorded.

3. **Right to Proceed.** Within the Development, the Developer may not construct sewer lines, storm sewers, water lines, streets, utilities, public improvements, or any buildings or structures until all the following conditions have been satisfied: (i) this Agreement has been fully executed by both parties and filed with the City Clerk, and all conditions contained in this Agreement have been met, (ii) the necessary financial security has been received by the City, (iii) the Developer has designated a project manager for the Development, and (iv) the Developer has initiated and attended a pre-construction meeting with the Director of Public Works; or until such time as approval to commence earlier construction is specifically approved by the City, and Developer has fully complied with all conditions set forth by City staff.

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

- Plan A Phase 3 James Place 2019 Project Plans prepared by W. White, P.E., and finally approved by the Director of Public Works and Planning Director.
- Plan B Grading Plan and Erosion Control Plan for JAMES PLACE prepared by Rice Lake Engineering, and amended by Warren White, P.E., and as finally approved by the Director of Public Works and City Planner.
- Plan C Construction Plans, Building Elevations and Floor Plans, as periodically submitted by Developer, for James Place approved by the Building Inspector.

5. **Public Improvements.** The Developer shall install and pay for the following public improvements as part of work on the Development (“Improvements”):

- A. Public Roadway
- B. Curb and gutter
- C. Site grading and ponding
- D. Underground installation of all utilities
- E. Sanitary sewer lines
- F. Water lines
- G. Storm water management improvements
- H. Storm sewer
- I. Setting of lot and block monuments
- J. Construction surveying and staking

K. Traffic control signs

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

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

7. **Permits.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits from the City, County of St. Croix and the State of Wisconsin prior to commencing any work within the Development.

8. **Time of Performance.** The Developer shall install the public Improvements associated with Lots 40-61 by October 31, 2019. The Developer may request an extension of time from the City to be submitted in writing to the City Clerk, for which said extension shall be conditioned upon updating the financial security posted by Developer to reflect cost increases and the extended completion date. Final wear course placement outside of the above time frame must have the written approval of the Director of Public Works. The City may impose additional conditions on the extension necessary to ensure performance.

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

10. **Erosion Control.** Erosion control shall be completed in accordance with the Grading Plan and Erosion Control inspected and approved by the City. The City may impose

additional erosion control requirements if, in the opinion of the Director of Public Works, such requirements would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. If the Developer does not comply with the Erosion Control Plan and schedule or any supplementary instructions, the City may, with reasonable notice, take action as it deems appropriate and may draw down the financial security provided for in Paragraph 21 of this Agreement.

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

12. **Landscaping.** The Developer shall comply with the provisions of Chapter 117 of the City Code regarding landscaping.

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

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

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

16. **Sewage Treatment.** No occupancy permit for any building within the Development will be issued by the City unless the Building Official has inspected both the sewer and water

connections to the building and has certified that they have been constructed satisfactorily in accordance with City specifications and the City Code.

17. [Intentionally omitted.]

18. **Parkland Dedication Fees.** Parkland dedication fees in the amount of \$475 shall be paid at the time of issuance of a building permit for each single-family building within the Development.

19. **Water Impact Fees.** Water impact fees in the amount of \$978 shall be paid at the time of issuance of a building permit for each single-family building within the Development.

20. **Sewer Availability Charges.** Sewer availability charges in the amount of \$978 shall be paid at the time of issuance of a building permit for each single-family building within the Development.

21. **Security for Completion of Public Improvements.** To ensure compliance with the terms of this Agreement, construction of all public Improvements and the maintenance, repair, and replacement of the public Improvements within one year of the date of this Agreement, in accordance with Sections 117-24 B and D of the New Richmond City Code, the Developer shall furnish the City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of 125% of the estimated cost of the public Improvements. Developer has submitted a total bid of \$301,469.46 for the completion of the public Improvements. Developer's bid is attached as **Exhibit B**. Accordingly, Developer shall submit an Irrevocable Standby Letter of Credit in favor of the City in the form attached as **Exhibit C** in an amount of not less than \$376,836.83.

The Irrevocable Letter of Credit shall be issued by a banking institution in good standing as determined by the City and approved by the City Administrator or the City Finance Director. The City shall have the ability to draw on the security at a bank or branch bank located within fifty (50) miles of City Hall. The security shall be for a term ending October 31, 2019. The City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of the Developer to inform the City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the completion of the public Improvements relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), the Developer shall immediately provide the City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw down the security. If the security is drawn down the proceeds shall be used to cure any default.

Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval, the security shall be reduced from time to time down to \$45,220.42, the amount of warranty security.

Notwithstanding the posting of that warranty security, the security shall not be reduced below fifteen percent (15%) of the posted security until all Improvements have been completed, all financial obligations to the City satisfied (which includes posting of warranty security), and the required “as built” plans have been received by the City. The intent of this Agreement is that the City shall have access to sufficient financial security, either security or warranty security, to complete the public Improvements and insure warranty on all public Improvements at all times.

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

The financial security for this Agreement shall be an Irrevocable Standby Letter of Credit conforming to the requirements of this Paragraph or cash in the amount of \$376,836.83.

22. **Warranty.** Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The amount of posted warranty security for public improvements shall be in the amount of \$45,220.42 and shall be reflected by the remaining balance of the Irrevocable Standby Letter of Credit described in Paragraph 21. The amount has been determined by the Director of Public Works and is based upon the costs of the raw materials and labor which would be necessary to correct the most common deficiencies in such public Improvements.

23. **2017 Development Agreement.** Developer acknowledges and agrees the 2017 Development Agreement remains in the one-year warranty period. Nothing herein waives any of Developer’s obligations under the 2017 Development Agreement.

24. **Certificates of Occupancy.** Upon the City’s acceptance of the public Improvements, the final inspection of the completed construction of homes within the Development, and Developer’s compliance with this Agreement, the City shall issue Certificates of Occupancy for any completed home.

25. **Responsibility for Costs.**

- A. Except as otherwise specified herein, the Developer shall pay all costs reasonably incurred by the City arising out of the monitoring and inspection of the Development.
- B. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering fees, attorney’s fees, and costs and disbursements.
- C. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt all Development work and construction, including but not limited to the issuance of building permits for lots which the Developer may or may not have sold, until all bills

are paid in full. Claims not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

26. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the City may then draw down the security established in Paragraph 21 to pay for any work undertaken, provided the Developer is first given notice of the work in default and a fifteen (15) day opportunity to cure the default.. This notice provision does not apply if the work performed by the City or its contractors is of an emergency nature, as determined at the sole discretion of the City. Should such emergency work be required the City will make all reasonable efforts to notify the Developer as soon as possible. When the City does any such work, the City may, in addition to its other remedies, assess the cost to the Development in whole or in part pursuant to any applicable statutes or ordinances.

27. **Miscellaneous.**

- A. The Developer represents to the City that the Development complies with all City, County, State, and Federal laws and regulations, including but not limited to, Subdivision Ordinances, Zoning Ordinances, and environmental regulations except where specifically excluded by this Agreement. If the City determines that the Development does not comply, the City may, at its option, refuse to allow construction or development work in the Development until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Breach of any of the terms of this Agreement by the Developer shall be grounds for denial of building permits.
- C. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
- D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. This Agreement shall run with the land, shall be recorded against the title to the property and all properties therein established by the Certified Survey Map, and shall be binding on all parties having any right, title or interests in the land and their heirs, successors, and assigns.
- F. The Developer shall ensure all contractors and subcontractors performing work within the Development on the public Improvements shall maintain, until one (1) year after the City has accepted the public Improvements, public liability and property damage insurance covering personal injury,

including death, and any claims for property damage which may arise out of the contractor or subcontractor's work or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall be not less than \$200,000.00 for each occurrence. The City shall be named as an additional named insured on said policies, and copies of the insurance coverage shall be filed with the City prior to the City issuing building permits.

- G. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- H. Should the Development proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to the Developer, upon his/her application, the City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
- I. The Developer shall be responsible for all on-site drainage as well as for any effects that its actions may have on adjoining properties.

28. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address: 1195 Vail Way N., Hudson, Wisconsin 54016. Notice to the City shall be in writing and shall be either hand delivered or mailed to the City Clerk at the following address: City of New Richmond, City Hall, 156 East first Street, New Richmond, Wisconsin 54017, Attention: City Clerk.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

CITY :

**CITY OF NEW RICHMOND,
WISCONSIN**

By: Fred Horne
Its: Mayor

By: Tanya Batchelor
Its: City Clerk

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Fred Horne, Mayor and by Tanya Batchelor, City Clerk, of the City of New Richmond, a Wisconsin municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Notary Public
My commission expires: _____

DEVELOPER:

BASS LAKE, INC.,
a Wisconsin corporation.

By: Steve Hirsch
Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 21st day of June, 2017, by Steve Hirsch, the President of Bass Lake, Inc., a Wisconsin corporation, with authority and on behalf of the corporation.

Notary Public
My commission expires: _____

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

EXHIBIT A
LEGAL DESCRIPTION

Lots 1-12 and 32-61, Plat of James Place, recorded March 22, 2005, in the office of the St. Croix County Register of Deeds as Document No. 790219, located in the City of New Richmond, St. Croix County, Wisconsin.

EXHIBIT B
DEVELOPER'S BID FOR PUBLIC IMPROVEMENTS

Excavating / Storm Sewers	\$241,172.62
Curb and Gutters	\$20,713.00
Paving	\$39,583.84
Total:	\$301,469.46

See attached bid sheets for detail.

**EXHIBIT C
FORM LETTER OF CREDIT**

IRREVOCABLE UNCONDITIONAL STANDBY LETTER OF CREDIT

SEE ATTACHED.



156 EAST FIRST STREET
NEW RICHMOND, WI 54017
715-246-4268
WWW.NEWRICHMONDWI.GOV

MEMORANDUM

TO: Mayor & City Council

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

DATE: April 1, 2019

SUBJECT: 2019 Sidewalk Assessments Final Resolution

BACKGROUND

At the March 11, 2019 meeting, the Council approved the annual Sidewalk Plan, related construction bid, and preliminary resolution necessary to levy assessments for sidewalk construction costs. The following week, property owners were sent a report that detailed where the City is making sidewalk repairs, how much those repairs cost, and how assessments are assigned to individual properties. A notice was also published in the New Richmond News. The final steps of the assessment process are the public hearing and final resolution, attached below. The final resolution includes the report sent to property owners as required by Wis. Stats. §66.0703. The notice that was sent to property owners is also attached for informational purposes.

RECOMMENDATIONS

Staff recommend approval of the attached resolution and report.

ATTACHMENTS

1. 2019 Sidewalk Assessments Final Resolution and Report
2. Property Owner Notice

ATTACHMENT 2: SIDEWALK ASSESSMENT PACKET
COVER LETTER AND LEGAL NOTICE



CITY OF NEW RICHMOND
156 EAST FIRST STREET
NEW RICHMOND, WI 54017
PHONE: (715) 246-4268

Tuesday, March 12, 2019

Dear Property Owner,

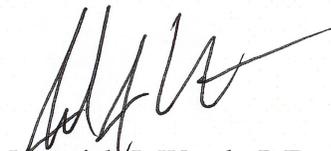
Every year the City of New Richmond identifies areas where sidewalks need to be replaced due to damage, shifting, or the cracking that comes with age. We do this to maintain and enhance New Richmond's walkability, accessibility, and safety. Together with streets, alleyways, trails, and other public infrastructure, sidewalks are an important part of what keeps New Richmond *The City Beautiful*. As part of this annual process, the City splits fifty percent of sidewalk repair/replacement costs with adjacent property owners via special assessments. Defined by state statute and local ordinance, special assessments are a tool used by Wisconsin municipalities to assign all or a portion of costs to properties that are benefited by public improvements in a fair and transparent manner. Assessments can be paid in a lump sum to the City Clerk, or can be placed upon the tax roll and paid in five yearly installments.

You are receiving this letter because your property abuts a sidewalk or portion of sidewalk that has been identified for replacement. The enclosed packet includes three documents that explain where the City is making sidewalk repairs, how much those repairs cost, and how assessments are assigned to individual properties.

In addition to property owner notices, state law requires a public hearing and final resolution before assessments can be assigned to individual property owners. This public hearing will be held at 7:00 P.M. on Monday, April 9, 2018, at the New Richmond Civic Center (156 East First Street, New Richmond, WI 54017).

If you have any questions, please contact Jeremiah Wendt, Director of Public Works, at 715-246-4268 or jwendt@newrichmondwi.gov

Regards,



Jeremiah J. Wendt, P.E.
Director of Public Works

REPORT ON PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS AGAINST PROPERTIES LOCATED IN NEW RICHMOND, WISCONSIN

This report is submitted in accordance with the requirements of §66.0705, Wis. Stats., and Preliminary Resolution #031901 of the municipal governing body of New Richmond, Wisconsin, dated March 11, 2019, determining to levy special assessments on benefited properties for public improvements described in Schedule B of this report to be made in the assessment district described in Schedule C of this report.

This report consists of the following schedules attached hereto:

- Schedule A – Final plans and specifications;
- Schedule B – Estimate of entire cost of proposed improvements;
- Schedule C – Schedule of proposed assessments against each benefitted parcel.

Attachments

SCHEDULE A – FINAL PLANS AND SPECIFICATIONS

Project work to include:

- Removal and replacement of damaged/defective concrete sidewalk panels or sections.

Specifications. All sidewalks shall be installed according to the specifications contained in Section 70-3(g) (Sidewalk Specifications) of the New Richmond Code of Ordinances.

SCHEDULE B – ESTIMATE OF PROJECT COSTS

The estimated total cost of replacing sidewalks in accordance with the plans and specifications in Schedule A is \$22,022.50. This cost is determined as follows:

Remove and replace 4” thick sidewalk	<u>\$17,972.50</u>
Remove and replace 6” thick sidewalk/driveway	<u>\$4,050.00</u>

SCHEDULE C – SCHEDULE OF PROPOSED ASSESSMENTS

Assessment District. The assessment district includes all property listed in the following table.

Statement of Benefit. The properties within the assessment district against which the proposed assessments are to be made are benefitted by the proposed improvements because replaced sidewalk panels or sections will provide overall safer conditions.

Method of Determining Assessments. Pursuant to Section 70-3 of the New Richmond Code of Ordinances, *fifty percent of the cost of repairs or replacements of existing sidewalks will be borne by the City, with the other fifty percent borne by the property owner.*

Project costs were determined via request for sealed bids. The low bid amount of \$35,603.00 was approved by the Common Council on March 11, 2019. Of this total, \$13,580.50 is not applicable to the assessment amounts described in the following schedule (\$11,732.50 is allocated for sidewalk replacement on City-owned property, and \$1,848 is allocated for the placement of Detectable Warning Fields).

Individual property assessments for sidewalk replacement are determined as follows:

4" Thick Sidewalk

Unit price (labor and material): \$6.50 per square foot
(Adjacent Square Footage × Cost per Square Foot) / 2 = Total Assessment

6" Thick Sidewalk / Driveway

Unit price (labor and material): \$6.75 per square foot
(Adjacent Square Footage × Cost per Square Foot) / 2 = Total Assessment

Assessment Schedule is shown on the following page.

2019 Sidewalk Assessment Schedule

Property Address	Tax Parcel Number	4" Thick Sidewalk (SF)	50% of Costs @ \$6.50 per SF	6" Thick Sidewalk (SF)	50% of Costs @ \$6.75 per SF	Total Assessment
229 N 2ND ST	261-1086-90-000	100	\$325.00	0	\$0.00	\$325.00
210 N 2ND ST	261-1087-20-000	75	\$243.75	0	\$0.00	\$243.75
269 N 1ST ST	261-1180-70-000	0	\$0.00	90	\$303.75	\$303.75
257 S WASHINGTON AVE	N/A	200	\$650.00	0	\$0.00	\$650.00
305 S WASHINGTON AVE	261-1162-90-000	265	\$861.25	0	\$0.00	\$861.25
371 S WASHINGTON AVE	261-1164-90-000	150	\$487.50	0	\$0.00	\$487.50
145 W 2ND ST	261-1043-10-000	60	\$195.00	180	\$607.50	\$802.50
110 W 4TH ST	261-1056-10-100	200	\$650.00	0	\$0.00	\$650.00
258 S KNOWLES AVE	261-1060-80-000	150	\$487.50	0	\$0.00	\$487.50
110 S GREEN AVE	261-1133-40-000	75	\$243.75	0	\$0.00	\$243.75
601 E 2ND ST	261-1130-95-000	250	\$812.50	0	\$0.00	\$812.50
506 E 2ND ST	261-1138-80-000	250	\$812.50	0	\$0.00	\$812.50
371 E 3RD ST	261-1137-50-000	0	\$0.00	180	\$607.50	\$607.50
309 S GREEN AVE	261-1145-20-000	0	\$0.00	50	\$168.75	\$168.75
406 E 5TH ST	261-1153-60-000	95	\$308.75	100	\$337.50	\$646.25
551 S ARCH AVE	261-1147-80-000	385	\$1,251.25	0	\$0.00	\$1,251.25
606 S STARR AVE	261-1156-95-000	100	\$325.00	0	\$0.00	\$325.00
636 S STARR AVE	261-1157-20-000	360	\$1,170.00	0	\$0.00	\$1,170.00
651 S STARR AVE	261-1156-80-000	50	\$162.50	0	\$0.00	\$162.50
TOTALS		2765	\$8,986.25	600	\$2,025.00	\$11,011.25

**NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS IN
NEW RICHMOND, WISCONSIN.**

PLEASE TAKE NOTICE that the governing body of New Richmond, Wisconsin has declared its intention to exercise its police power in accordance with §66.0703, Wis. Stats., to levy special assessments upon property within the following described assessment district (shown on the attached map) for benefits conferred upon the property by the improvement of the following sidewalks:

ASSESSMENT DISTRICT

Existing sidewalks adjacent to the following property addresses:

229 N 2ND ST	110 S GREEN AVE
210 N 2ND ST	601 E 2ND ST
269 N 1ST ST	506 E 2ND ST
257 S WASHINGTON AVE	371 E 3RD ST
305 S WASHINGTON AVE	309 S GREEN AVE
371 S WASHINGTON AVE	406 E 5TH ST
145 W 2ND ST	551 S ARCH AVE
110 W 4TH ST	606 S STARR AVE
258 S KNOWLES AVE	651 S STARR AVE
	636 S STARR AVE

A report showing plans and specifications, estimated cost of improvements and proposed assessments is attached to this notice. A copy of the report on file in the municipal clerk's office and may be inspected there during any business day between the hours of 7:30 A.M. and 4:30 P.M. The preliminary resolution authorizing assessments for sidewalk replacement is also attached to this notice.

Property owners have the option of making repairs and replacements to existing sidewalks themselves rather than by City staff, but must (1) give notice to the City by May 1, 2019, and (2) obtain a permit and construct the sidewalk according to required specifications, as described in Section 70-3 of the New Richmond Code of Ordinances, by June 1, 2019.

You are further notified that the governing body of New Richmond, Wisconsin, will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution and report at 7:00 P.M. on Monday, April 8, 2019, at the following location: 156 East First Street, New Richmond, WI 54017. All objections will be considered at this hearing and thereafter the amount of assessments will be finally determined.

RESOLUTION #041901

**FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENTS AND LEVYING
SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY IN NEW
RICHMOND, WISCONSIN**

WHEREAS, the governing body of New Richmond, Wisconsin, held a public hearing at the Council Chambers of the New Richmond Civic Center at 7 p.m. on the day of April 8, 2019, for the purpose of hearing all interested persons concerning the preliminary resolution and report of the City Engineer on the proposed public improvements consisting of sidewalk replacement and preliminary assessments against benefitted property, and heard all persons who desired to speak at the hearing;

NOW, THEREFORE, BE IT RESOLVED, the governing body of New Richmond, Wisconsin, determines as follows:

- 1. The report of the City Engineer (as modified), a copy of which is attached hereto and incorporated here as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.**
- 2. The City Engineer shall supervise construction of the improvements in accordance with the report hereby adopted (as modified).**
- 3. Payment for the improvements shall be made by assessing 50% of the cost of sidewalk replacement to the property benefitted as indicated in the report.**
- 4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis, and are hereby confirmed.**
- 5. Assessments shall be due within 45 days of billing date. Assessments may be paid in one lump sum to the municipal clerk, or the property owner may choose to have the bill placed upon tax roll as a special tax against said lot or parcel to be repaid over 5 years at an annual interest rate of six percent. Installments shall automatically be placed on the next tax roll after the due date for collection.**
- 6. Property owners have the option of making repairs and replacements to existing sidewalks themselves rather than by City staff, but must (1) give notice to the City by May 1, 2019, and (2) obtain a permit and construct the sidewalk according to required specifications, as described in Section 70-3 of the New Richmond Code of Ordinances, by June 1, 2019.**

7. **The municipal clerk shall publish this resolution as a class 1 notice under ch. 985, Wis. Stats., in the assessment district and mail a copy of this resolution and a statement of the final assessment against the benefitted property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.**

Passed and approved this 8th day of April, 2019.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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

MEMORANDUM

TO: Mayor Horne & City Council

FROM: Noah Wiedenfeld, Director of Planning

DATE: April 4, 2019

SUBJECT: Attachment Petition from Wisconsin Department of Transportation

BACKGROUND

The Wisconsin Department of Transportation has submitted a petition to the City of New Richmond to attach two parcels currently located in Star Prairie Township. The two parcels are located near Hatfield Park. Attachment petitions from Star Prairie Township are processed in accordance with the terms of the 2012 Cooperative Boundary Agreement and are subject to review by the Plan Commission and approval of the City Council.

EXECUTIVE SUMMARY (RECOMMENDATION)

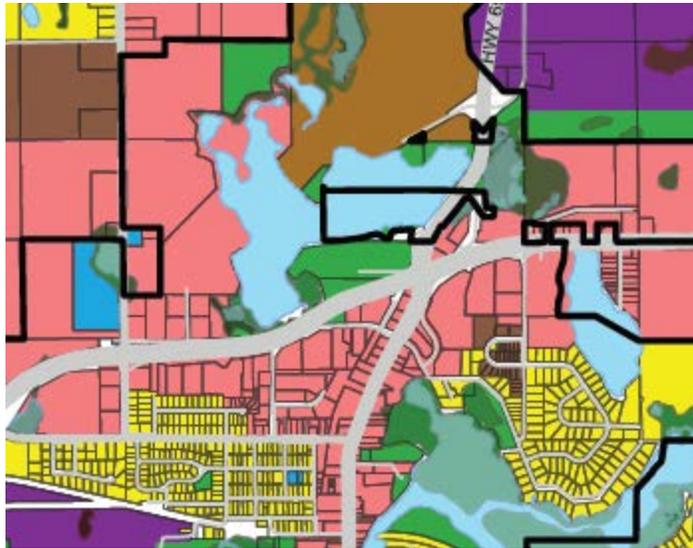
The petition for attachment is consistent with the goals and policies of the Comprehensive Plan and complies with the terms of the Star Prairie Cooperative Boundary Agreement. The Development Review Committee recommends approval of the petition for attachment.

DETAILED ANALYSIS

COMPREHENSIVE PLAN

The Future Land Use Plan in the City of New Richmond's 2040 Comprehensive Plan guides the community's land toward a desired land use pattern and identifies areas in the City for future growth. Parcels located along the STH 64 Corridor and near the intersection of STH 64 and STH 65 are guided for mixed use corridor. Mixed-use corridors are located along primary arterial streets and include a mixture of regional, commercial, retail, office, lodging, and multi-family residential uses. Parks are included as a complimentary use. Attachment of the parcels provides for future orderly growth.

- Future Land Use**
- Rural Residential
 - Airport
 - Institutional
 - Business Park
 - Commercial
 - Mixed-Use Corridor
 - Medium-High Density Residential
 - Low Density Residential
 - Parks and Open Space
 - Wetlands/Storm Water Basins
 - Open Water
 - New Richmond City Limits
 - - - - - Extraterritorial Jurisdiction (1.5 Miles)
 - - - - - Extraterritorial Jurisdiction (3 Miles)



ZONING

Attachment of the parcels is to occur by adoption of an ordinance by the City Council that is subsequently recorded with the Secretary of State and St. Croix County Recorder with each parcel. Section 121-36.G of the City Code of Ordinances states that properties brought into the City are designated as Z1 Zoning District, unless otherwise approved by the City Council. The applicant’s request for the property to be zoned Z3 Multi-Use/Corridor District is consistent with the future land uses guided by the 2018 Comprehensive Plan. Any future land use and development of the parcels petitioning for attachment shall be in accordance with the provisions of the City Code of Ordinances.

BOUNDARY AGREEMENT

The Cooperative Boundary Agreement regarding future boundaries between the City of New Richmond and the Town of Star Prairie establishes an Urban Reserve Area that encompasses land that will be

ACTION	DATE
Property Owner Submits Petition	February 21, 2019
Written Notification to Town of Star Prairie	March 5, 2019
Publication in Local Newspaper	March 14, 2019
Publication in Local Newspaper	March 21, 2019
Plan Commission Recommendation	April 4, 2019
City Council Final Action	April 8, 2019

attached to the City of New Richmond. Lands outside of the Urban Reserve Area cannot be attached or annexed to the City of New Richmond. The parcels petitioning for attachment are all located within the Urban Reserve Area designated by the Cooperative Agreement. Attachment of property with the Urban Reserve Area from Star Prairie Township to the City of New Richmond is outlined in Section 3 of the Cooperative Boundary Agreement. The petition complies with the terms of the Star Prairie Cooperative Boundary Agreement.

ORDINANCE #531

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

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

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

Territory described as follows:

1) PARCEL – 038-1103-40-010 and 038-1103-70-000 Located in the SW ¼ of the SE ¼ and in the SE ¼ of the

City of New Richmond

156 East First Street
New Richmond, WI 54017

SE ¼ of Section 25, T31N, R18W, Town of Star Prairie, St. Croix County, Wisconsin; described as follows: Beginning at the S1/4 Corner of Section 25; thence north, along the north-south 1/4 line of said section, 657 feet more or less to the north line of the S1/2 of the SW1/4 of the SE1/4 of said section; thence east, along said north line and the north line of the S1/2 of the SE1/4 of the SE1/4, 1935 feet more or less to the easterly line of State Trunk Highway "65"; thence south 87 feet more or less; thence west, along said southeasterly line, 61 feet more or less; thence southwesterly, along said southeasterly line, 522 feet more or less; thence northwesterly, along said southwesterly line, 30 feet more or less; thence southwesterly, along said southeasterly line, 188 feet more or less to the south line of the SE1/4 of said section; thence west, along said south line, 303 feet more or less to the northwesterly line of said State Trunk Highway "65"; thence northerly, along said northwesterly line, 137 feet more or less; thence northeasterly, along said northwesterly line, 18 feet more or less to the approximate Ordinary High Water Mark of Hatfield Lake; thence southwesterly, along said approximate Ordinary High Water Mark, 792 feet more or less to said south line of the SE1/4; thence west, along said south line, 386 feet more or less to the point of beginning. Parcel contains approximately 24 Acres (1,056,279 Sq. Ft.) Owned by Department of Transportation

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

Section 3. Zoning Classification. (a) Upon recommendation to the City Council of the City of New Richmond the territory described above, annexed to the City of New Richmond by this ordinance is designated as Z3 Multi-Use Corridor District.

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

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

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

I, Tanya Batchelor, Clerk of the City of New Richmond, Wisconsin, do hereby certify that the foregoing is a correct copy of an Ordinance introduced at a regular meeting of the Common Council of the City of New

Richmond on April 8, 2019 adopted by more than two-thirds vote, and recorded in the minutes of said meeting.

Passed and approved: April 8, 2019
Published and effective: April 18, 2019

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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

MEMORANDUM

TO: Mayor Horne & City Council

FROM: Noah Wiedenfeld, Director of Planning

DATE: April 4, 2019

SUBJECT: Attachment Petition from State of Wisconsin Building Commission

BACKGROUND

The Wisconsin Department of Transportation has submitted a petition to the City of New Richmond to attach one parcel currently located in Star Prairie Township. The parcel is located west of the St. Croix Correctional Center. Attachment petitions from Star Prairie Township are processed in accordance with the terms of the 2012 Cooperative Boundary Agreement and are subject to review by the Plan Commission and approval of the City Council.

EXECUTIVE SUMMARY (RECOMMENDATION)

The petition for attachment is consistent with the goals and policies of the Comprehensive Plan and complies with the terms of the Star Prairie Cooperative Boundary Agreement. The Development Review Committee recommends approval of the petition for attachment.

DETAILED ANALYSIS

COMPREHENSIVE PLAN

The Future Land Use Plan in the City of New Richmond's 2040 Comprehensive Plan guides the community's land toward a desired land use pattern and identifies areas in the City for future growth. Mixed-use corridors are located along primary arterial streets and include a mixture of regional, commercial, retail, office, lodging, and multi-family residential uses. The parcel is identified on the future land use map as mixed-use corridor. Attachment of the parcel provides for future orderly growth.



ZONING

Attachment of the parcels is to occur by adoption of an ordinance by the City Council that is subsequently recorded with the Secretary of State and St. Croix County Recorder with each parcel. Section 121-36.G of the City Code of Ordinances states that properties brought into the City are designated as Z1 Zoning District, unless otherwise approved by the City Council. The applicant’s request for the property to be zoned Z3 Multi-Use/Corridor District is consistent with the future land uses guided by the 2018 Comprehensive Plan. Any future land use and development of the parcels petitioning for attachment shall be in accordance with the provisions of the City Code of Ordinances.

BOUNDARY AGREEMENT

The Cooperative Boundary Agreement regarding future boundaries between the City of New Richmond and the Town of Star Prairie establishes an Urban Reserve Area that encompasses land that will be

ACTION	DATE
Property Owner Submits Petition	February 27, 2019
Written Notification to Town of Star Prairie	March 5, 2019
Publication in Local Newspaper	March 14, 2019
Publication in Local Newspaper	March 21, 2019
Plan Commission Recommendation	April 4, 2019
City Council Final Action	April 8, 2019

attached to the City of New Richmond. Lands outside of the Urban Reserve Area cannot be attached or annexed to the City of New Richmond. The parcels petitioning for attachment are all located within the Urban Reserve Area designated by the Cooperative Agreement.

Attachment of property with the Urban Reserve Area from Star Prairie Township to the City of New Richmond is outlined in Section 3 of the Cooperative Boundary Agreement.

The area of the parcel petitioning for attachment is 2.9 acres. Per Exhibit B of the Cooperative Boundary Agreement, the parcel is identified as a special parcel. The area of the special parcel is specified as being subtracted from both the area of parcels already attached to the City of New Richmond and the overall area of the Urban Reserve Area (the numerator and denominator of the equation), and is therefore not included in the calculation of 70 percent of the Urban Reserve Area required to be attached to the City of New Richmond to trigger the

automatic attachment of the remaining township properties 40 years after the effective date of the Cooperative Boundary Agreement. The petition complies with the terms of the Star Prairie Cooperative Boundary Agreement.

ORDINANCE #532

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

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

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

Territory described as follows:

PARCEL 038-1138-10-100 SEC 34
T31N R18W PT S 1/2 OF THE NE
1/4 BEING LOT 1 OF CSM 8/2394

(2.9 ACRES) EXC THAT PT OF CSM 8/2394 IN SW NE ANNEXED CITY NR #480541 261-1211-10-010
(Owned by WI Building Commission)

City of New Richmond

156 East First Street
New Richmond, WI 54017

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

Section 3. Zoning Classification. (a) Upon recommendation to the City Council of the City of New Richmond the territory described above, attached to the City of New Richmond by this ordinance is designated as Z3 Multi-Use Corridor District.

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

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

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

I, Tanya Batchelor, Clerk of the City of New Richmond, Wisconsin, do hereby certify that the foregoing is a correct copy of an Ordinance introduced at a regular meeting of the Common Council of the City of New Richmond on April 8, 2019 adopted by more than two-thirds vote, and recorded in the minutes of said meeting.

Passed and approved: April 8, 2019
Published and effective: April 18, 2019

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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

MEMORANDUM

TO: Mayor and City Council

FROM: Jeremiah Wendt, Director of Public Works

DATE: April 3, 2019

SUBJECT: Resolution Accepting Fox Run Improvements

Background

The attached ordinance is required by City Ordinance to be adopted by City Council in order to accept the improvements made to Otter Way and Beaver Way in the Fox Run Phase 2 Development. The improvements include water, sewer (which was installed previously and inspected/tested as part of the recent work), curb/gutter, and pavement.

Acceptance of these improvements officially makes them part of the City's infrastructure and will commence the one-year warranty period on the improvements.

Recommendation

Staff recommends adoption of the attached resolution.

RESOLUTION NO. 041902

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

**A RESOLUTION AUTHORIZING ACCEPTANCE
OF IMPROVEMENTS CONSTRUCTED BY
GMTZ, LLC**

WHEREAS, the property developer GMTZ, LLC (“Developer”) has constructed certain water, sanitary sewer, storm sewer, and street improvements on Otter Way from a point 1,200 feet east of Grouse Way eastward approximately 350 feet, and on Beaver Way from Fox Way to its terminus at Coyote Way, as required by Development Agreements dated January 4, 2018 (amended April 26, 2018) and October 24, 2018; and

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

WHEREAS, Developer has submitted written notice from their surveyor that monuments have been installed on lot corners; and

WHEREAS, Developer has submitted a copy of public liability/property damage insurance for one year after acceptance of improvements, with City named as additional insured; and

WHEREAS, Developer has submitted drawings and inspection/testing records of the improvements; and

WHEREAS, the City’s Director of Public Works has inspected the improvements and recommends acceptance of the same;

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

Section One. The Common Council hereby accepts the street and utility improvements on Otter Way from a point 1,200 feet east of Grouse Way eastward 350 feet

Section Two. The Common Council hereby accepts the street and utility improvements on Beaver Way from Fox Run to its terminus at Coyote Way.

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

Passed and adopted by the City Council for the City of New Richmond this 8th day of April, 2019.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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

MEMORANDUM

TO: Mayor and City Council
FROM: Jeremiah Wendt, Director of Public Works
DATE: April 3, 2019
SUBJECT: Airport Street Naming

Background

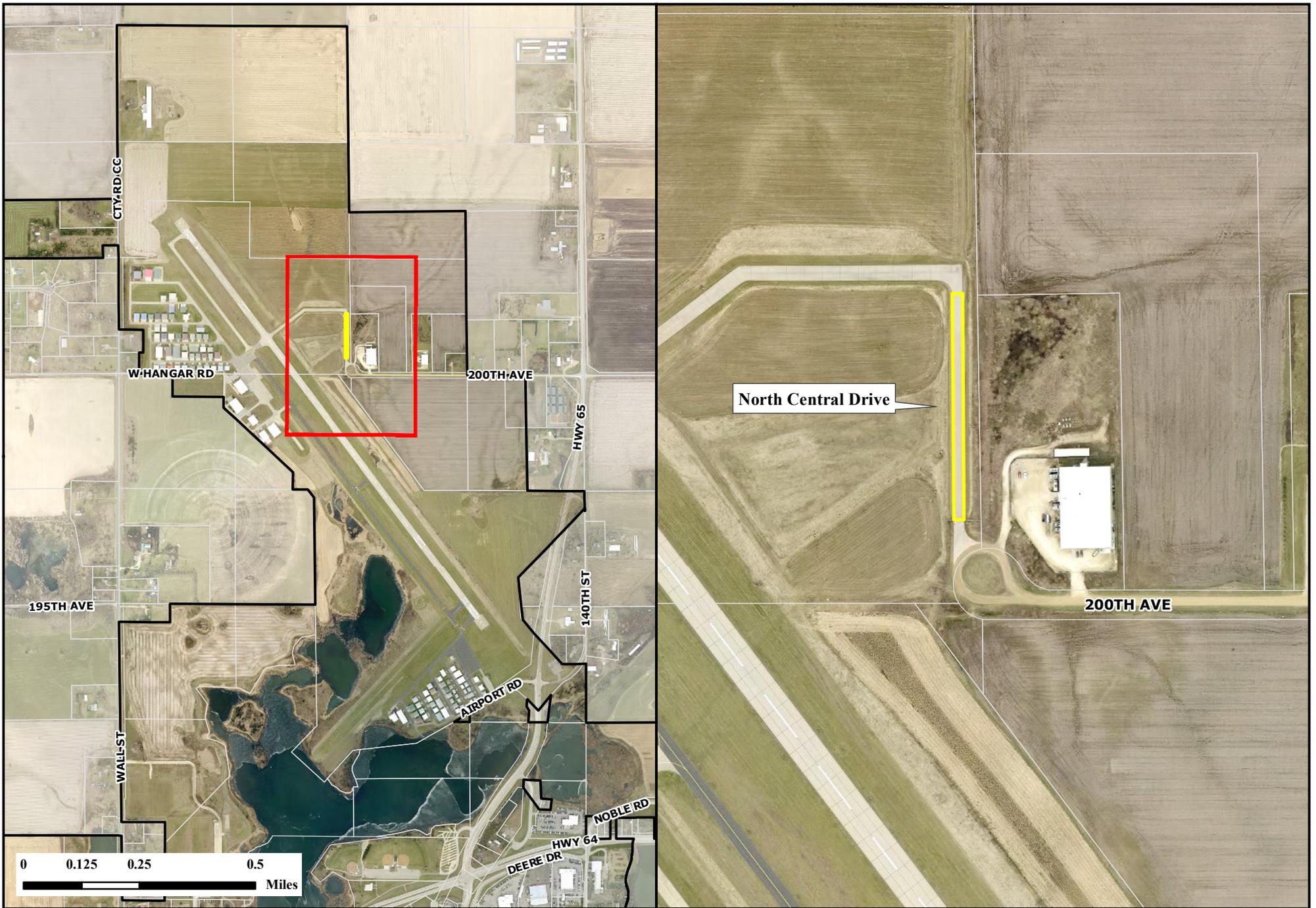
The airport has received plans for the construction of a hangar on the northeast side of the airport property, which were reviewed by the Development Review Committee (DRC) in late March. One of the items identified by the DRC was that, for addressing purposes, a street name should be assigned to the road that extends northward from 200th Avenue, and will eventually serve several hangar rows according to the airport master plan. The road is shown on the attached map.

While street naming recommendations typically come from the Public Works Committee, the tight timeline associated with assigning an address for this site, and the lack of a quorum for that committee, have led staff to bring this item directly to the council for approval.

Existing streets on the airport property include Airport Rd and Hangar Rd. In keeping with the aviation theme, airport staff have recommended the name "North Central" as a nod to the former airline that originated in Wisconsin. Based on the City's ordinance, because the street is anticipated to be non-continuous, the suffix should be "Drive," "Place," or "Way."

Recommendation

Staff recommends "North Central Drive" as the new street name.



NORTH CENTRAL DRIVE

New Richmond Regional Airport



Grid: WI CRS St. Croix (Feet)
 Projection: Transverse Mercator
 Datum: NAD 83
 Date: 04 April 2019



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

MEMORANDUM

TO: Mayor Horne & City Council

FROM: Noah Wiedenfeld, Director of Planning

DATE: April 2, 2019

SUBJECT: Mary Park Boat Ramp

Background

Bids for the Mary Park boat ramp reconstruction project came in significantly higher than estimated. The engineer's original estimate was \$108,758 and the low bid from Janke General Contractors was \$157,579.50.

Business	Bid
Janke General Contractors	\$157,579.50
Pember Companies, Inc.	\$181,619.75
Michels Foundations	\$257,707.50

The bids were opened on February 22, and the City has 60 days to accept or reject the bids.

City staff will provide an update about this project at the City Council meeting.

Recommendation

At their meeting on March 27, the Park Board recommended directing City staff to seek an extension from the low bidder, Janke General Contractors. If the bid price cannot remain firm for additional time, City staff shall be directed to reject the bids.



TO: Mayor Fred Horne and City Council Members

FROM: Mike Darrow, City Administrator

DATE: April 3, 2019

RE: SOAR Project

Background

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.

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 (Science, Technology, Engineering and Math) 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.

Staff will present final documents on the SOAR project agreement between the School District and the Airport Commission.

Recommendation

Staff recommends approval of the SOAR documents provided in the packet.

**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.

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.
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 City Council shall also review lease conditions as part of this process.
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).
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

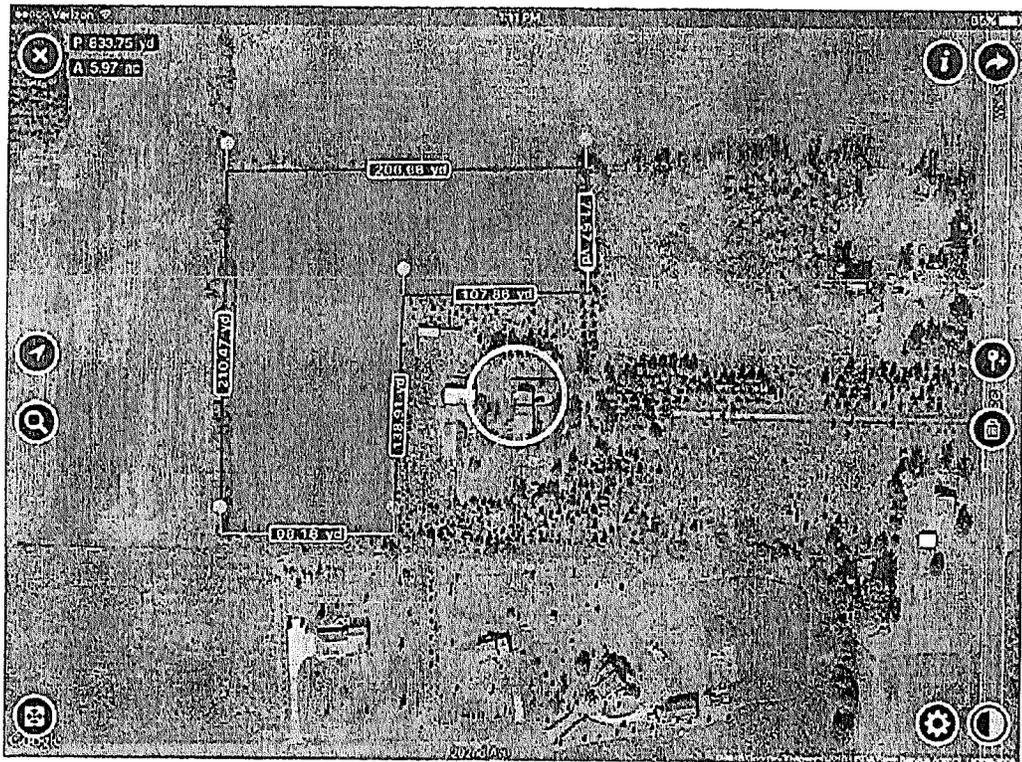
School District of New Richmond

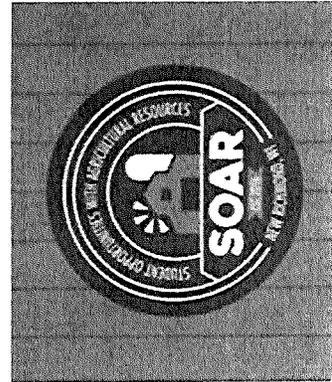
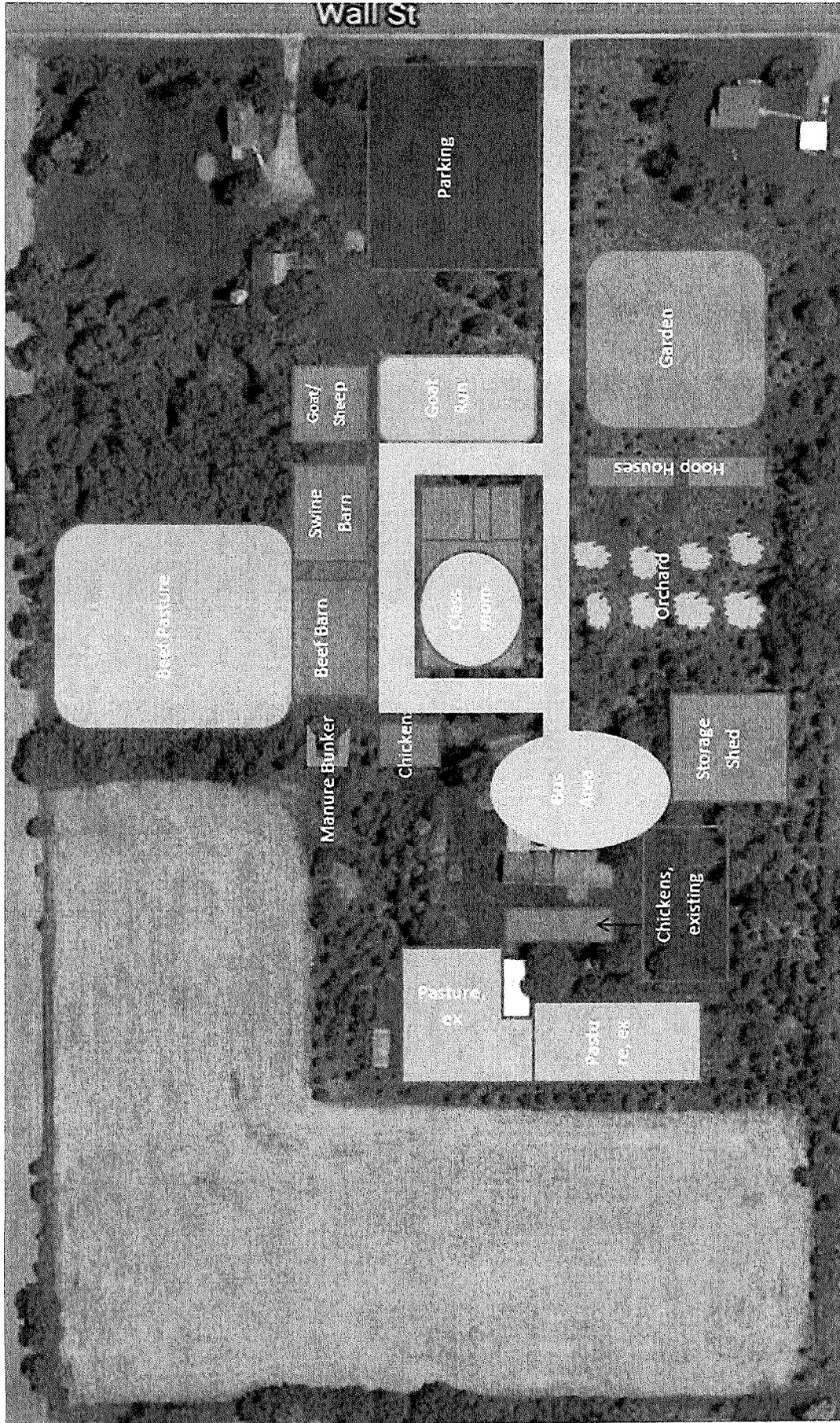
Exhibit A: Location

Exhibit B: Concept

Exhibit C: Leases

Appendix A





- Lease #1 6.5 acre field (Lease \$125 per acre annually)
- Lease #2 is the current homestead (Lease \$0 as long as general upkeep is sustained)
- Lease #3 – Beef Barn (Lease .05 cents per square ft annually for a 20 year term)
- Lease #4 – Swine Barn (Lease .05 cents per square ft annually for a 20 year term)
- Lease #5 – Goat/Sheep Barn (Lease .05 cents per square ft annually for a 20 year term)
- Lease #6 – Garden/Hoop Houses/Greenhouse/Orchard
- Height Restriction – No taller than 35 ft
- Well by abandoned house

FARM LEASE

THIS INDENTURE, made the 1st day of September, 2016, by and between New Richmond Regional Airport, City of New Richmond, St. Croix County, Wisconsin, party of the first part, and School District of New Richmond, parties of the second part.

WITNESSETH, that the said party of the first part does hereby lease, demise and farm let unto the said party of the second part, the following described premises:

The land depicted in Appendix A to this document.

To have and to hold, with appurtenances thereunto belonging for the term of five (5) years from the 1st day of September, 2016, for the annual rent of 6 acres at \$125.00 per acre for \$750.00 due before July 1 of each year.

A total of 6 acres is to be plowed back and put in the same condition as it was when this lease was entered into.

It is further understood and agreed that this lease is subject to the future development of the Airport. It is also further understood that the party of the second part shall be responsible for damage to the surfaced areas and the areas that are seeded for grass.

The party of the first part shall have a mortgage on the crop, which is grown on these, the above described premises, so long as the annual rent shall remain unpaid.

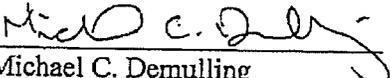
It is further understood and agreed that the second party is to lock any gates which may be necessary to open to have access to the above described premises.

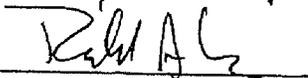
And the said lessee does promise and agree to pay said rent at the times and in the manner aforesaid, during the continuance of said term, and not to underlease or sublet the said premises or any part thereof; or assign this lease, without written consent of the lessor, and to quit and deliver up the same to the lessor peaceably and quietly, at the end of said term; and also to keep the same in as good repair as the same are in at the commencement of said term (reasonable use and wear thereof and damage by fire or other unavoidable accidents, not happening through the neglect of the lessee only excepted), and to use and improve the said demised premises in a reasonable manner, and the lessor may enter to view the premises at all reasonable times. If the lessee shall fail to pay the rent aforesaid, at the times expressed in this lease, or shall underlease or sublet the said premises or assign this lease without the written consent of the lessor, the lessor may enter on, and expel the lessee from said premises forthwith; and thereupon said lessee shall be held to have forfeited such rent as he shall have paid hereunder and shall be liable to said lessor for such payment or payments of rent hereunder which are then due and unpaid, and it is stipulated that in case the premises should be needed for the future expansion of the Airport during the said term, then in that case, the lessor may, at its

option, terminate and cancel this lease by giving twelve (12) months notice to the lessee who shall then vacate the premises according to such notice.

And the covenants herein contained shall bind the parties mutually and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 9th day of March 2017.


Michael C. Demulling
Airport Manager


Rick Hinz
School District of New Richmond
Board President


Chris Skoglund
School District of New Richmond
Board Clerk

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 and said Lessee is desirous of leasing from the Lessor a certain parcel of land on the said 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 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;

WHEREAS, a detailed plan indicating the proposed uses and structures on said parcel of land was reviewed and approved by the Lessor;

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.

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.

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.

5. Non-Exclusive Use: The Lessee shall have the right to the non-exclusive use, in common with others, of the 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.

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: 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.

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 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 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.

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

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

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:



TO: Mayor Fred Horne and City Council Members

FROM: Sarah Reese, HR Manager and Executive Assistant
Mike Darrow, City Administrator and Utility Manager

DATE: April 4, 2019

RE: Flexible and Alternative Schedule Policy

Policy Overview

The Flexible and Alternative Schedule policy has been brought forward to Council at previous work sessions for discussion. The purpose of the policy is recognizing the difficulties employees face in managing the demands of work, family and life-related issues. In order to minimize such conflicts for its employees, the City may approve alternative and flexible work schedules which provide employees with increased flexibility with their work schedule while allowing the City to maintain a progressive and productive work environment.

Alternative and flexible work scheduling is an opportunity to maintain employee productivity through various forms of creative work scheduling by adjusting start and end times of an employee's work day, or a fixed alternative schedule such as four 10-hour days. Each request will be evaluated by the Department Head and will take into consideration the following factors: budget impact, department operations, safety concerns, customer service, equipment availability and liability concerns. In addition, the Department Head will forward the request along with their recommendation for approval to the City Administrator and Human Resource Manager for final approval.

Recommendation

Staff recommends approval of the Flexible and Alternative Schedule policy as proposed.



FLEXIBLE AND ALTERNATIVE SCHEDULE POLICY

PURPOSE:

The City of New Richmond recognizes the difficulties employees face in managing the demands of work, family and life-related issues. In order to minimize such conflicts for its employees, the City may approve alternative and flexible work schedules which provide employees with increased flexibility with their work schedule while allowing the City to maintain a progressive and productive work environment. Alternative and flexible work scheduling is an opportunity to maintain employee productivity through various forms of creative work scheduling.

DEFINITIONS

Flexible Work Schedule (FWS): Flexible work schedules are changes made to the starting and ending times of an employee's work day.

Alternative Work Schedule (AWS): An alternative work schedule is a pre-scheduled, fixed, continuous schedule of hours that deviates from the standard schedule of a Department. Examples include:

- Four, ten-hour days;
- Four, nine-hour days and one, four-hour day (typically Friday as the half-day).

POLICY:

All non-represented City of New Richmond employees may request an FWS or AWS on a case-by-case basis.

The City will consider the request giving consideration to the following factors:

- Budget impact
- FLSA Impact
- Impact on Department operations and production
- Safety concerns
- Liability issues
- Customer service requirements

- Communication with co-workers
- Equipment availability
- Access to support staff
- Administrative burden
- Need for supervision

Not all jobs may be suitable for AWS or FWS. The work habits, skills and abilities of employees may impact the decision whether to approve a request for AWS or FWS. AWS and FWS are a privilege rather than a right of employment. Organizational and operations requirements will supersede any and all requests. No requests will be approved if there are additional costs i.e. overtime. It remains the expectation that an employee with an AWS or FWS will work a forty (40) hour work week.

PROCESS:

An employee must file a written request for an AWS or FWS with the employee's Department Head. The Department Head shall consider the request giving consideration to the factors listed above and whether the request is workable within the Department. This may include determining if the entire Department or an entire shift must convert to an AWS or FWS.

In addition, the following conditions must be met for an FWS or AWS to be approved: the employee must have a satisfactory attendance record; the employee must meet all performance expectations in their current role; the employee must consistently demonstrate the ability to complete tasks and assignments on a timely basis; and the nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery.

If the Department Head determines that the AWS or FWS request is appropriate, the Department Head will forward the request and their recommendation for approval and the basis for it to the City Administrator and Human Resources for final approval. Human Resources shall at its absolute discretion approve all requests for AWS or FWS.

Any approved AWS or FWS is subject to a six-month trial period to assess the impact of the AWS or FWS and thereafter on annual basis.

The arrangement may be canceled for any reason by the Department Head or the City Administrator or Human Resources. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from the Department Head with consent from Human Resources.



TO: Mayor Fred Horne and City Council Members

FROM: Sarah Reese, Human Resources Manager/Executive Assistant
Mike Darrow, City Administrator

DATE: April 4, 2019

RE: Information Systems and Device Policy

Policy Overview

The Information Systems and Device Policy was discussed at last month's Council work session. Previously this limited scope policy was incorporated in the Employee Handbook. As additional training and education on Robert's Rules and Open Records laws have been implemented at the City, a greater encompassing Information Systems and Device policy was developed. The updated policy incorporates contractors, Mayor, council, and appointed board and commission members.

The *Information Systems Policy* is to be followed by ALL employees, contractors, vendors, and other authorized individuals ("Users") who utilize any information technology (IT), electronic, or other communication device owned and provided by the City of New Richmond, or who are granted access to any Local Area Network and/or Wide Area Network ("LAN/WAN") or other service maintained and provided by the City of New Richmond.

All IT and communication devices and services, including (but not limited to) computers, peripherals, PDA devices, cell phones, pagers, software, files, e-mail messages, Internet activity logs, remote access, and any other data or records stored on devices or other media provided by the City of New Richmond regardless of their physical location or the form in which they are maintained, are considered property of the City of New Richmond and are owned exclusively by the City of New Richmond. Therefore, all City staff, City council members, Mayor, appointed board and commission members and contractors shall adhere to the policy.

Recommendation

Staff recommendation is to approve the Information Systems and Device Policy.



Information Systems and Device Policy

Purpose

The following *Information Systems Policy* is to be followed by ALL employees, contractors, vendors, and other authorized individuals (“Users”) who utilize any information technology (IT), electronic, or other communication device owned and provided by the City of New Richmond, or who are granted access to any Local Area Network and/or Wide Area Network (“LAN/WAN”) or other service maintained and provided by the City of New Richmond.

ANY USER FOUND VIOLATING THESE POLICIES OR PROCEDURES WILL BE SUBJECT TO POSSIBLE DISCIPLINARY ACTION, DEVICE REVOCATION OR SERVICE ACCESS TERMINATION, AND/OR LEGAL ACTION.

Ownership of Devices and Services

All IT and communication devices and services, including (but not limited to) computers, peripherals, PDA devices, cell phones, pagers, software, files, e-mail messages, Internet activity logs, remote access, and any other data or records stored on devices or other media provided by the City of New Richmond regardless of their physical location or the form in which they are maintained, are considered property of the City of New Richmond and are owned exclusively by the City of New Richmond.

Users should have no expectation of privacy when using any IT or Communication device, service, system, network, file, or any other data (including e-mail messages) owned by the City of New Richmond. The City of New Richmond reserves the right to access, review, delete and/or disclose any files, records, e-mail messages, or other data without notice to or authorization from a User, and to seize any IT or communication devices provided by the City of New Richmond. This right continues after the User ceases to have access to a device or service provided by the City.

Access to Devices and Services

Use of IT or communication devices and access to the LAN/WAN and other services are restricted to those employees who have been authorized by their department supervisor or to those contractors who have been authorized by their contract manager. Users will only be granted access to the resources required to perform job / contractual duties.

Each new User shall sign the most current version of the *Information Technology Acceptable*

Use Acknowledgement prior to being given access to IT devices or services. Signed *Acknowledgements* will be maintained by the IT Department, copies will be provided to the User, and to Human Resources.

The City of New Richmond will take reasonable steps necessary to accommodate all Users and ensure compliance with the Americans with Disabilities Act. These accommodations will be provided on a case-by-case basis.

Use of Devices and Services

Users shall not make unauthorized use of, or knowingly permit, unauthorized use of IT or communication devices, services, software, files, or any other data or records stored on equipment provided by the City of New Richmond including that on disposable or portable storage media. Except as indicated below, Users may only access, use, disclose, and/or delete files, records, or other data that is created, received, maintained, or transmitted on behalf of the City of New Richmond as required to perform authorized responsibilities. Users shall not use any IT or communication device, service, software, file, or other data or records owned by the City of New Richmond in order to gain personal or financial benefit for the User or anyone else.

IT and communication devices and services (including use of e-mail and the Internet) are provided to Users to aid in the performance of City business. Limited, occasional or incidental use for personal, non-business purposes is allowed so long as it is of a reasonable duration and frequency, does not interfere with the performance of job duties, does not violate any laws or regulations, and is not in support of a personal business.

Users shall not knowingly transmit, retrieve, or store any communication that is: discriminatory or harassing; derogatory to any individual or group; obscene or pornographic; vulgar or profane; defamatory or threatening; in violation of another User's privacy; used in order to propagate any virus, worm, Trojan horse, or trap-door program code; used to plagiarize or copy copyright-protected material; or used for personal profit or illegal purposes.

Electronic Records

Definition, Electronic Records: are a subset of Records, same in all respects except that their physical form is electronic. The term includes all original email, documents, papers, letters, books, maps, photographs, sound or video recordings or other information that are created or received by the City of New Richmond in the exercise of City functions in electronic form, regardless of whether public access to them is open or restricted under the laws of the State of Wisconsin.

Security of Devices and Services

All City of New Richmond agency and department computer hardware, PDA or other portable device, and other peripheral device purchases must be coordinated with the IT Department to maintain system compatibility throughout the City of New Richmond network.

Users shall not attempt to install or attach any unauthorized external device to a City of New Richmond computer. All hardware upgrades and additions must be installed by authorized personnel. Users shall not attempt any network-related computer repairs without Technology Services authorization. Technology Services personnel may disconnect or otherwise disable any device that poses a threat to the City of New Richmond network.

Only software licensed to the City of New Richmond may be installed on City computers, PDA devices, or other peripheral devices. Users shall not attempt to install, add, or use any unauthorized software of any kind (including screen savers) on City of New Richmond computers, PDA devices, or other peripheral devices.

Users shall not copy, duplicate, distribute, delete, or modify any proprietary or other software licensed to the City of New Richmond, or related documentation.

Passwords

Users shall not use another User's User ID and password to log onto a workstation computer. The only exception will be for appropriate Technology Services personnel providing requested technical support.

Users shall practice adequate password management by keeping all passwords confidential.

Cellular, Smartphones, Laptops and Tablets

As a City employee or elected official, you may be provided with a City cell phone, smartphone, laptop or tablet device if a valid City business purpose is identified and meets specific service criteria. The City will provide devices to be used as communications and computing tools, including text messaging.

All devices are considered City equipment and are to be used by authorized users to conduct business in a professional manner. Since their use and locally stored data may be subject to the Open Records Laws, there should be no expectation of privacy. Each user is responsible and accountable for the content and use of these tools.

All City-owned communication devices (cellular phones, pagers, etc.) shall remain the property of the City and shall be returned to the City upon termination of employment or if the communication device(s) is no longer for work-related purposes.

Users must immediately report any lost or stolen devices.

Email Policy

Users shall use their assigned e-mail account in an appropriate manner. Users may forward or redistribute e-mail messages received by them only when doing so fulfills a legitimate business need of the City of New Richmond. No personal messages, chain letters, or other unauthorized broadcast messages may be forwarded from a User's e-mail account.

Users shall refrain from transmitting external e-mail messages that contain personally identifiable information.

When sending e-mail, Users shall take all reasonable steps to confirm the accuracy of all e-mail addresses. If a User discovers an e-mail has been sent in error, the recipient is to be contacted and requested to delete the e-mail message immediately.

Internet Policy

Accessing any inappropriate Internet site is prohibited, including sites that are obscene, hateful, harmful, malicious, hostile, threatening, abusive, vulgar, defamatory, profane, or racially, sexually, or ethnically objectionable. Inappropriate use of the Internet also includes participation in “chat rooms” not related to assigned job responsibilities; playing games; selling, or promoting the sale of merchandise for personal gain; downloading music, games, pictures, video, freeware, or software; or using instant messaging. Users who intentionally visit inappropriate sites or use the Internet in an inappropriate manner will be subject to possible disciplinary action.

The City of New Richmond uses independently supplied software and data as a web filter to block certain inappropriate categories of Internet sites. A User who has a legitimate business need to access a blocked site may submit a written request to the Technology Services along with approval from the IT Department to have the site unblocked. The fact that a site is not blocked does not imply that it is acceptable or permissible to access.

Social Media

The City of New Richmond will determine, at its discretion, how the City social media resources will be designed, implemented, and managed as part of its overall communication strategy. City social media resources administered by staff may be modified or removed by the City at any time and without notice.

All social media communications composed, sent or received on City equipment are the property of the City and will be subject to the Open Records laws.

When using social media sites as a representative of the City, designated content editors will act in a professional manner.

The following disclaimer will be posted where appropriate on each City social media site or provide a link to the City website with the below disclaimer:

External comments and posts to City of New Richmond social media sites do not reflect the opinions and policies of New Richmond, its officials, or employees. The City of New Richmond is not responsible for the content of any external comment or post and expressly disclaims any liability for external comments and posts.

The City of New Richmond has the right to reproduce any pictures or videos posted to this site in any of its publications or websites or any other media outlets.

The City of New Richmond's failure to remove any such comment or post shall not be construed as approval or endorsement of the content by New Richmond, its officials, or employees.

Violations

City employees who violate the *Information Systems Policy* may be subject to disciplinary action, device revocation or service access termination, and/or legal action.

Devices, services, systems, networks, files, or any other data owned by the City of New Richmond must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other jurisdiction in any material way. Use of any resources owned by the City of New Richmond for illegal activity is grounds for immediate dismissal. The City of New Richmond will cooperate fully with any legitimate law enforcement inquiry in this regard.

Other

The City of New Richmond reserves the right to revise and modify this document at any time.



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

Information Systems and Device Agreement

All employees, contractors, elected official and other authorized individuals (“Users”) who have been provided a City cell phone, smartphone, tablet or laptop device is subject to the Information Systems and Device Policy.

1. All “Users” must sign for the equipment that has been issued to them.
2. A defective or outdated device will be issued at no charge in exchange for the defective device.
3. If you should happen to lose or damage the device assigned to you, you are asked to report that to New Richmond GIS within 24 hours.
4. All devices must be immediately returned by the “User” to New Richmond GIS upon termination or transfer. “Users” that do not turn in their equipment within 48 hours may be charged for the cost to replace the device up to \$1000.00 which may be deducted from final payment.

Name _____ Date _____

Signature _____

Devices assigned: _____

Authorized by: _____



New Richmond Fire & Rescue
106 South Arch Avenue
New Richmond, Wisconsin 54017

DATE: April 1, 2019 FF#: 19-03035

TO: Mayor Fred Horne and the New Richmond City Council

FROM: Fire Chief James VanderWyst

REGARDING: New Richmond Fire & Rescue and the Fire Advisory Board's recommendations regarding Surplus Equipment and Sky Lantern Use

The Fire Advisory Board met on Thursday, March 20, 2019 (see attached meeting minutes).

Regarding surplus equipment, the Board made a motion to recommend:

- List the following items on Wisconsin Surplus Online Auction: work box from old rescue truck, the decommissioned pumper truck, the decommissioned brush truck, and the tires/rims that came with the new brush truck that are being replaced. Set minimum prices.
- Old turnout gear will go to Kathy Johnson, who will take them as a donation. She uses the material to make purses and knapsacks, etc. and then donates them back to the department for fundraisers.
- Old police radios will be put up for auction on Ebay by Captain Richard Haffner, NRF&R.
- Old water tank is scrap metal and will be taken to the junkyard.

Regarding the use of sky lanterns, the Board recommended to:

- Incorporate language into City and town ordinances banning the use of sky lanterns.

Please feel free to contact me with any questions.

Thank you.

WISCONSIN SURPLUS --- ONLINE AUCTION

Welcome to WisconsinSurplus.com

Wisconsin Surplus is a small family run business with 15 employees based in Mount Horeb, WI (USA) since 2004. We enjoy a respected name and reputation for providing a professional full service online auction solution. We are proud of our business and operate it accordingly. We are dedicated to selling items/property for state and local municipalities via online auction, and offer onsite auctions or use of our auction sales lot/warehouses.

Wisconsin Surplus owners Richard & Matthew Lust (Father & Son) have been auctioneers since 1975 and 1993 respectively, operating a traditional live out-cry auction company, Lust Auction Services, LLC. In 2007 we ceased our live out-cry auctions to focus completely on online auctions (WisconsinSurplus.com). Wisconsin Surplus has had great success and will continue to be the Lust family's focus.

Wisconsin Surplus has conducted auctions for 100's of sellers and has sold 1000's of items located throughout the State of Wisconsin.

Credentials:

- o Limited Liability Company
- o Registered Wisconsin Auction Company #53-01
- o Registered Wisconsin Auctioneers #01 & #08
- o Licensed Used Car Dealer #3887
- o Federal Firearms License #3-39-025-01-6F-04350
- o Wisconsin Seller's Permit #603-941/004-0000033384-01
- o Federal Employer ID #39-1982769
- o Members of the Wisconsin Auctioneers Association
- o Members of the National Auctioneers Association
- o Members of the Mount Horeb Chamber of Commerce
- o Members of the Wisconsin Association of School Business Officials
- o Members of the Wisconsin County Highway Association
- o Members of the Wisconsin Fire Chief's Association
- o Members of the Wisconsin Auto Truck Dealers Association
- o Members of the National Auto Truck Dealers Association
- o Supporter of local charities

Thank you for your interest - if you have any questions please email or call.



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Sky Lanterns

Last fall they were used at the Cedar Lake Speedway and the idea of usage has been requested – (Jerimiah asked), and foresee this becoming a problem.

The problem is once they are lit and go airborne, there is no control what so ever as to where they land, being a grass field or roof top. The ground could be snow covered, wet and green or dry and crisp. Additionally they then are left for someone else to clean up.

Depending how someone interprets WI State Stats 167.10, or argues the differences as “fireworks”, Wisconsin bans sky lanterns.

Or NFPA 1, 2015 Edition spells out Sky Lanterns as illegal. Problem is with NFPA 1, SPS 314 Fire Prevention Code only adopts 2012 edition. 2012 edition does not include language prohibiting Sky Lanterns.

Therefore, to eliminate these devices, several municipalities across Wisconsin simply included language in their ordinances. Attached are some examples from:

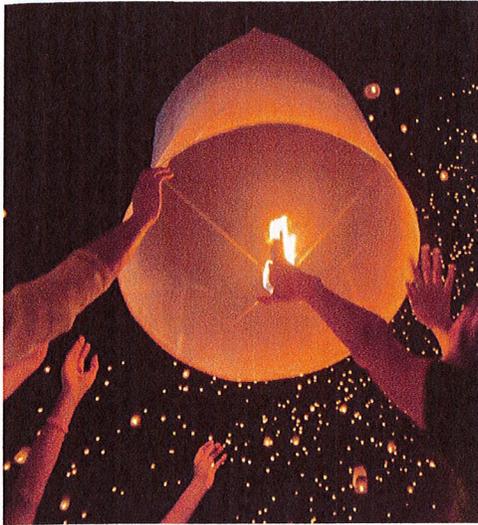
Ashland, Bever Dam, Chippewa Falls, Eau Claire, Janesville, Village of Pleasant Prairie, Sheboygan

In my opinion, adding to the municipal ordinance will be the easiest and most understandable without question or arguments.

“No airborne open flame device, i.e. sky lantern, may be launched or used, free floating or tethered, in the *City*. Airborne open flame devices from neighboring jurisdictions that enter into the *City* are also prohibited. The term “sky lantern” means any airborne lantern typically constructed from paper with a wood frame containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky candles, fire balloons and airborne paper lanterns means the same as sky lanterns.”

Chief Jim VanderWyst

March 20, 2019



References

WI 167.10 Regulation of fireworks.

(1) DEFINITION. In this section, "fireworks" means anything manufactured, processed or packaged for exploding, emitting sparks or combustion which does not have another common use, but does not include any of the following:

SPS 314.001 Adoption and application.

(1) NFPA 1.

(a) *Adoption of model fire code.* NFPA 1, *Fire Code* — 2012, subject to the modifications specified in this chapter, is hereby incorporated by reference into this chapter.

NFPA 1

Adopt either the **2015 or 2018 edition of NFPA 1** or just the code section language: **10.10.9.3** The use of **unmanned, free-floating sky lanterns and similar devices** utilizing an open flame shall be prohibited.

OR

Adopt either the **2015 or 2018 edition of IFC** or just the code section language: **308.1.6.3 Sky lanterns.** A person shall not release or cause to be released an **untethered sky lantern.**

IFC: 202 SKY LANTERN. An unmanned device with a fuel source that incorporates an open flame in order to make the device airborne.

IFC Commentary: **Sky lanterns, variously known as Kongming lanterns, Chinese lanterns, fire balloons or fire parachutes,** are typically made of paper and contain an open flame used to heat the air inside the device to make it airborne, similar to but on a much smaller scale than a hot air balloon. Once airborne, if these devices are untethered and their movement is thus unrestricted, they are subject to winds and other atmospheric conditions such that the location of the final landfall is completely unknown and uncontrolled by the user. Obviously, uncontrolled open flame devices descending out of the sky have a significant potential to start wildfires and structure fires.

Ashland Ordinance

978.13. Sky lanterns.

(a) **Definition.** A "sky lantern" is a small hot air balloon made of paper or other fabric with an opening at the bottom where a small fire is suspended.

(b) **Prohibition.** No person shall light, launch, or allow to become airborne any sky lantern.

978.14. Liability. A person starting, using, or maintaining an outdoor fire; or lighting, launching, or allowing to become airborne a sky lantern; shall be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

Bever Dam Ordinance

Sec. 30-18. - Open flame candles, fixtures.

No airborne open flame device, i.e. sky lantern, may be launched or used, free floating or tethered, in the City of Beaver Dam. Airborne open flame devices from neighboring jurisdictions that enter into the city are also prohibited.

The term "sky lantern" as used in this section means any airborne lantern typically constructed from paper with a wood frame containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky candles, fire balloons and airborne paper lanterns means the same as sky lanterns. (Ord. No. 12-2016, § I, 5-16-2016)

Chippewa Falls Ordinance

9.025 - OPEN-FLAME CANDLES AND FIXTURES. (Cr. # 2018-13)

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION
No airborne open-flame device, i.e., sky lantern, may be launched or used, free-floating or tethered in the City of Chippewa Falls. Airborne open-flame devices from neighboring jurisdictions that enter into the City of Chippewa Falls are also prohibited. The term "sky lantern" as used in this section means any airborne lantern typically constructed from paper with a wood, metal or cardboard frame containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky candles, fire balloons and airborne paper lanterns and like names mean the same as sky lanterns.

City of Monona Ordinance

We consider them as fireworks, I have included our City Fireworks Ordinance. Feel free to use any or all of it if you would like to.

Chapter 238: Fireworks

§ 238-1: Regulation of fireworks.

<https://ecode360.com/30689234>

City of Beloit Ordinance

The current state statute prohibits them from use without a permit.

They are not in Wis Stat 167.10 as a definition if a firework that can be used in Wisconsin. No need for an ordinance its already prohibited.

Basically if it goes up or blows up its not legal without a permit.

Bradley J. Liggett | *Fire Chief & Emergency Management Director*

Sheboygan Ordinance

Gen. Ord. No. - 14 - 15. By Alderperson Carlson. June 2, 2014.

AN ORDINANCE creating Subsection 50-183(c) of the Municipal Code prohibiting use of sky lanterns in the City.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subsection (c) of Section 50-183 of the Sheboygan Municipal Code entitled "Open flame candles, fixtures" is hereby created to read as follows:

"Sec. 50-183. *Open flame candles, fixtures.*

. . .

- (c) No airborne open flame device, i.e. sky lantern, may be launched or used, free floating or tethered, in the City. Airborne open flame devices from neighboring jurisdictions that enter into the City are also prohibited.

Village of Pleasant Prairie Ordinance

- (6) Sky lantern. An airborne lantern typically made of paper with a wood frame containing a candle, fuel cell composed of waxy flammable material or other open flame which serves as a source to heat the air inside of the lantern to cause it to lift into the air, including "sky candles," "air paper lanterns," and other similar devices designed to be levitated by open flame and released into the air uncontrolled are prohibited.

Janesville Ordinance

8.36.035 Outdoor cooking and recreational fires.

- C. The use of sky lanterns or similar devices which carry an open flame into the air is prohibited within the City limits.



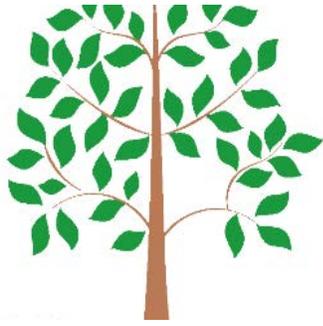
TO: Mayor Fred Horne and City Council
FROM: Rae Ann Ailts, Finance Director
DATE: April 8, 2019
RE: 2018 Fourth Quarter Financial report and 2019 Reporting Schedule

On Monday evening, staff will present the 2018 Fourth Quarter Financial report. The 4Q18 report is available on the City's website page. The 2018 Audited Financial Statements will be available in mid-June and will be posted on the City's website page.

The 2018 financial reporting schedule for the remainder of 2018 is listed below.

Reporting Period	Presentation of Report
1 st Quarter 2019	May 13, 2019
2 nd Quarter 2019	August 12, 2019
3 rd Quarter 2019	November 11, 2019
4 th Quarter 2020 (Approval of Budget Appropriations/Amended Budget)	March 9, 2020

No action is being requested at this time.



CITY OF NEW RICHMOND

THE CITY BEAUTIFUL

4TH QUARTER 2018 FINANCIAL REPORT



City of New Richmond

OPERATING REVENUE – GENERAL FUND

2018 Year-to-date Actual Revenue Compared to Budget

As of December 31, 2018, \$7,092,669 or 111% of budgeted revenue has been collected, which is trending slightly above the 5-year average of 107%. Revenues ended slightly lower compared to prior year by \$48,563, or 0.68%. This apparent decline in revenues is somewhat misleading due to one-time revenues driving up total 2017 revenue. When these one-time revenues (TID 6 land sale to Best Western and hail damage insurance recoveries) are excluded, 2018 revenues outperformed 2017 revenues by \$660,350, or 10.4%.

Revenue Category	2017 Actual	2018 YTD	2018 Budget	% Actual to Budget	% Revenue by Source
Taxes - Property & Other	3,556,914	3,882,716	3,860,863	101%	55%
Intergovernmental	1,632,354	1,714,712	1,535,870	112%	24%
Regulation & Compliance	590,317	625,648	397,665	157%	9%
Public Charges for Services	361,932	434,380	355,643	122%	6%
Special Assessments	8,496	17,218	4,196	410%	0%
Investment Income	52,329	112,707	52,780	214%	2%
Miscellaneous	898,890	255,615	115,654	221%	4%
Operating Transfers In	40,000	50,000	77,000	65%	1%
Total Revenue	\$ 7,141,232	\$ 7,092,996	\$ 6,399,671	111%	100%

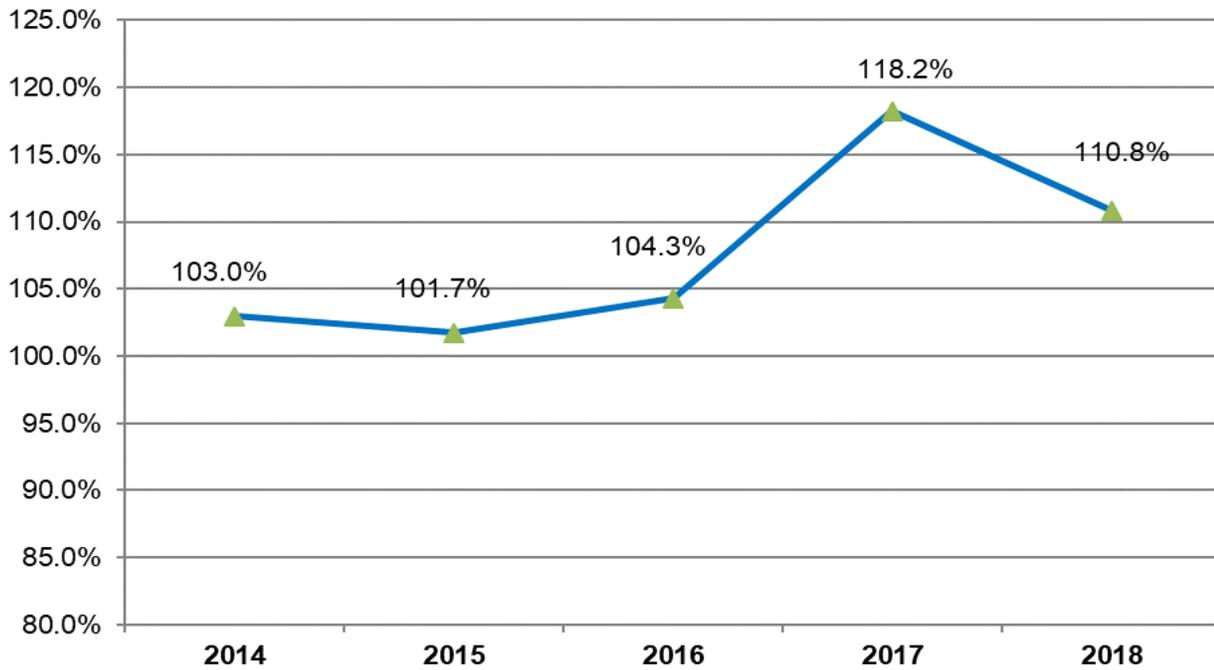
Notable budget-to-actual variances through 4Q18 include medical insurance recoveries of \$97K from a 2013 claim which was settled in December 2018 and received in 2019, Room Tax collections (\$33.7K / 145% above budget), building permits (\$211K / 196% above budget) and \$45,618 of unbudgeted hail damage insurance claims revenue. Building permit and inspection revenue continued to grow in 2018, exceeding record 2017 revenues by \$11,661, a 2.78% year-on-year increase.

Building permit and inspection revenue is expected to remain strong through 2018 due to continued residential development. Through December 31, 2018, there were 157 new dwelling permits and 794 total permits issued, representing over \$50.2M in total construction value. By comparison, 102 new dwelling permits and 1,073 total permits representing \$45.2M in total construction value were pulled in 2017. Increases in Room Tax revenues are due to the Best Western opening in April of this year.

5-Year Revenue Trend

Revenue collected through the end of each year has averaged just over 107% of budget or \$6.47M. Revenues collected during 4Q18 trended slightly higher than average at 111% or \$7.09M, but slightly lower than last year due to a land sale in TID 6 that occurred in 2Q17 and insurance recoveries related to 2017 hail damage. Higher than average revenues in 2018 reflect a growing property tax base after several years of strong residential construction, associated building permit and inspection fees, increased room tax collections, and unbudgeted insurance claims revenue.

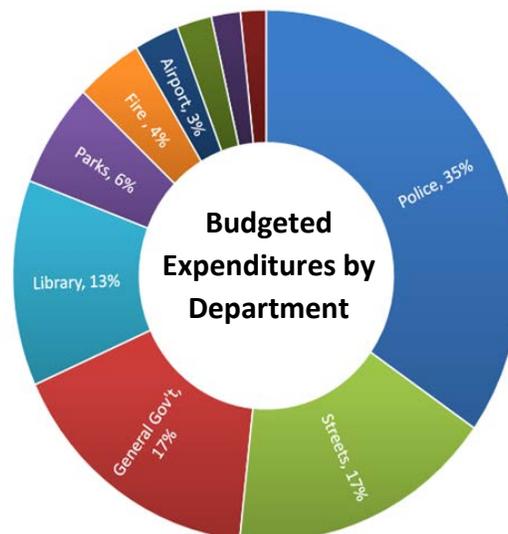
YTD Revenue as a Percentage of Budget



OPERATING EXPENSES – GENERAL FUND

2018 Expenditure by Department

2018 budgeted operating expenditures are \$6,399,670, with expenses related to Public Safety (Police, Fire and Ambulance) accounting for \$2.64M of budgeted expenditures, followed by Public Works at \$1.49M, General Government at \$1.0M, Library at \$800K and Airport, Economic Development and Culture/Other comprising \$460K.



Expenditures Actual to Budget

Expenditure by Department	2017	2018 YTD	2018 Budget	Variance	% YTD to Budget	% Expense by Dept
Police	2,115,972	2,316,463	2,221,165	95,298	104%	33%
General Government	1,069,234	1,112,233	1,062,105	50,128	105%	16%
Streets	1,072,350	1,237,089	1,086,173	150,916	114%	17%
Parks	404,026	592,418	405,267	187,151	146%	8%
Library	763,007	773,641	802,228	(28,587)	96%	11%
Fire	264,247	279,442	273,865	5,577	102%	4%
Airport	163,663	166,301	181,939	(15,638)	91%	2%
Economic Development	93,465	171,747	105,291	66,456	163%	2%
Ambulance & Emer. Gov't	120,874	132,600	127,288	5,312	104%	2%
Culture	71,627	117,556	96,450	21,106	122%	2%
Taxi	113,438	130,309	10,000	120,309	1303%	2%
Health & Social Services	5,632	7,008	5,900	1,108	119%	0%
Outlay Expenditures	33,882	15,530	7,000	8,530	222%	0%
Transfers	13,614	21,864	15,000	6,864	146%	0%
Total Expenditures	\$ 6,305,031	\$ 7,074,201	\$ 6,399,671	\$ 674,530	111%	100%

As of December 31, 2018, actual expenditures are \$7,074,201 or 110.5% of budget. The variance of \$674,530 is mainly attributable to hailstorm repairs. The notable expenditure-to-budget variances are explained in greater detail below:

- 2017 hailstorm repair expenses** – In 2017, \$284,787 in hail insurance proceeds were received. The hail proceeds were recognized as revenue in 2017, in accordance with accounting standards, and carried forward as fund balance into 2018. However, hail repairs were made in 2018 and the cost of the repairs are reflected as an expense in 2018 in accordance with accounting standards. For example, the Parks Department had \$165,883 of hail damage repair expenses in 2018 that appear as an unbudgeted expense without an offsetting revenue. However, this amount is actually covered via drawdown of the 2017 insurance monies placed in assigned fund balance at

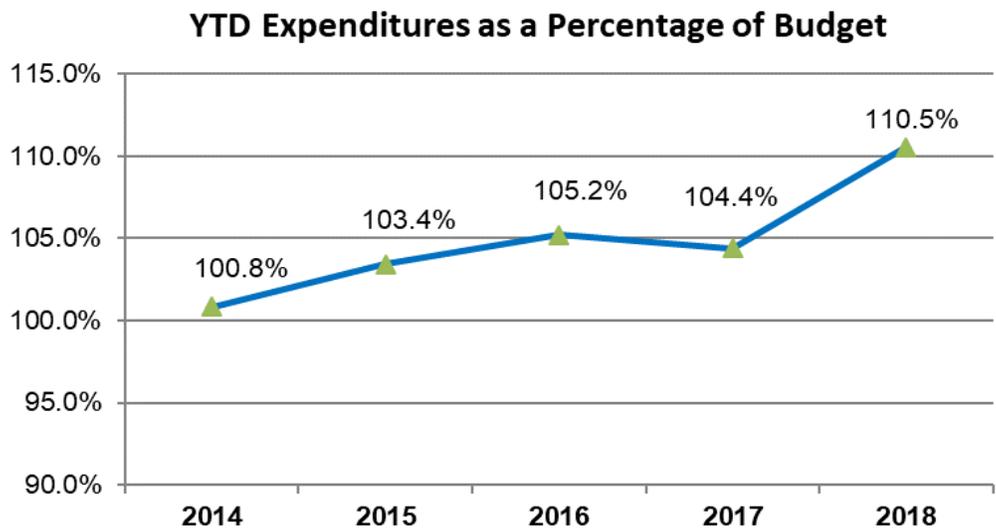
the end of the year. When hail repair expenses are excluded, Parks expenses total \$426,535, or 105% of budget, instead of \$592,418, or \$146% of budget. The Library and Police also had hail repair expenses of \$12,362 and \$8,484, respectively.

- Police Department – 2018 expenditures ended at \$2.3M, approximately 104% or \$95K over budget. This variance is due mainly to overtime pay and vehicle fuel costs, reflecting increasing service demands. Note that \$39,922 of expenditures is offset via reimbursement from the school district for the SRO position.
- Public Works - Streets – Street lighting, signal maintenance and repairs and maintenance of equipment pushed expenditures to 114% of budget, or \$60K over the budgeted amount of \$1,086,173. Additionally, a mid-year increase in recycling shed hauling exceeded budget by \$10K. Note that \$26,944 of expenditures are offset by sidewalk and alleyway assessments.
- Public Works - Parks – Salaries ended approximately \$20.5K over budget due to increasing service demands, while previously noted hail repair costs skewed total expenses vs. budget.
- Legal/Attorney fees – Legal services ended approximately \$47.2K over budget due to legal consultation outside of normal and customary retainer coverage including required legal consultation and/or document drafting, annexation, development agreements, open records requests and property maintenance issues.
- Shared-Ride Taxi – Shared-Ride Taxi expenditures are historically budgeted at \$10K to cover the City’s share of operating the taxi. Actual taxi expenditures total \$130,309 for 2018, a variance of \$120K to budget. However, this variance is offset by state and federal grant funding of \$110K.

5-Year Comparison of Expenditures during Fourth Quarter

Historically, expenditures have averaged 104.8% of budget over the last five years. Current year expenditures are higher than average, approximately 110.5% of budget.

However, hail damage repairs completed during the year are the main driver of this increase.



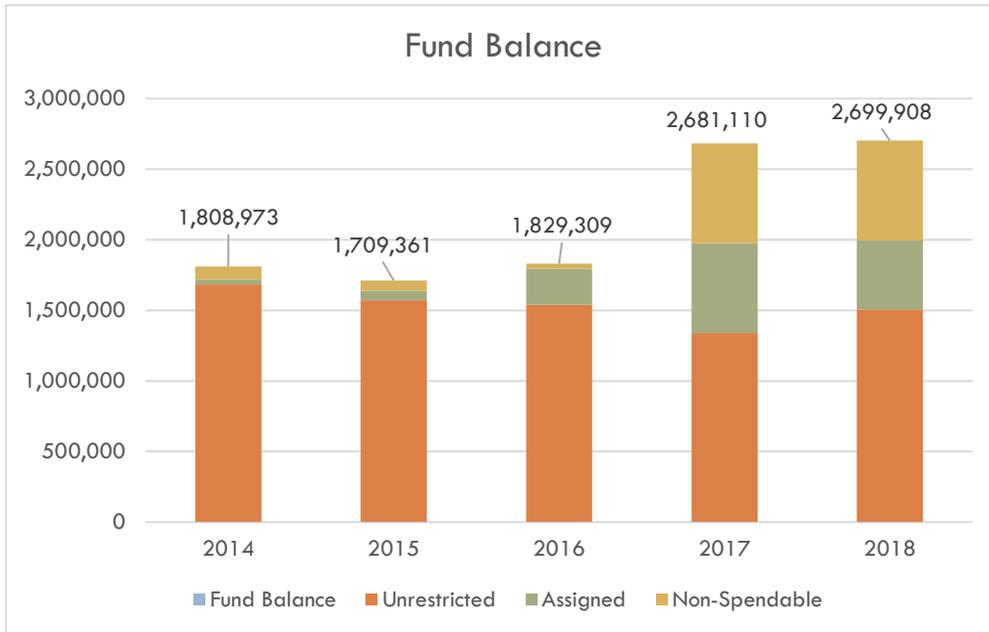
When hail repair costs are excluded, expenditures ended the year at \$6,887,471, or approximately 107% percent of budget. However, higher than anticipated revenues of \$6,995,719 or 109% of budget and assigned fund balance set aside for hail damage repairs more than offset increased expenditures.

FUND BALANCE

The City’s 2018 fund balance is \$2,699,908, this is an increase of \$96,950 from the 2018 projected fund balanced of \$2,602,958. The increase is attributable to the medical insurance recoveries from a 2013 claim that settled in December 2018 with funds received by the City in 1Q19. In accordance,

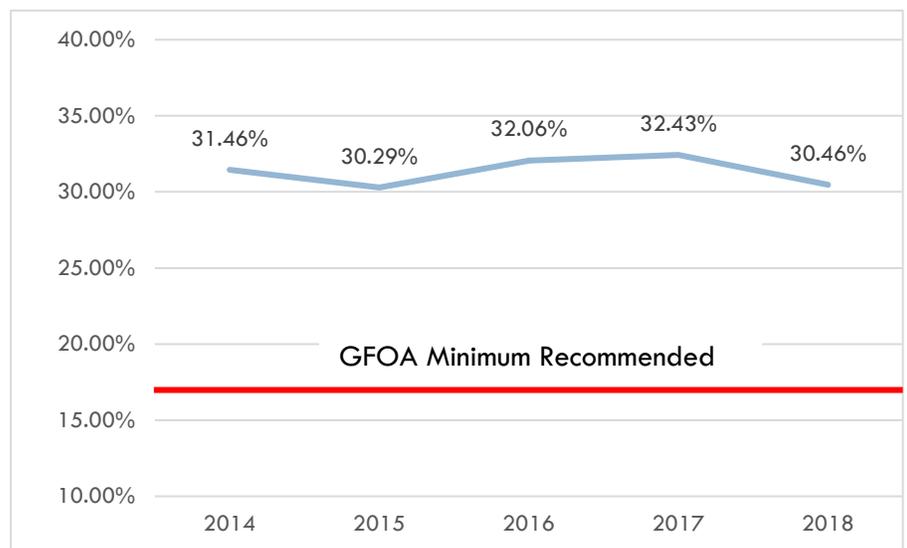
with generally accepted accounting principles (GAAP) the funds are recognized as revenue in 2018 as the claim was from a prior year.

The City’s fund balance remains strong, with fund balance increasing \$18,798 or 0.70%. The chart to the left provides an overview of the City’s historical fund balance.



Unrestricted Fund Balance as a Percentage of Revenue

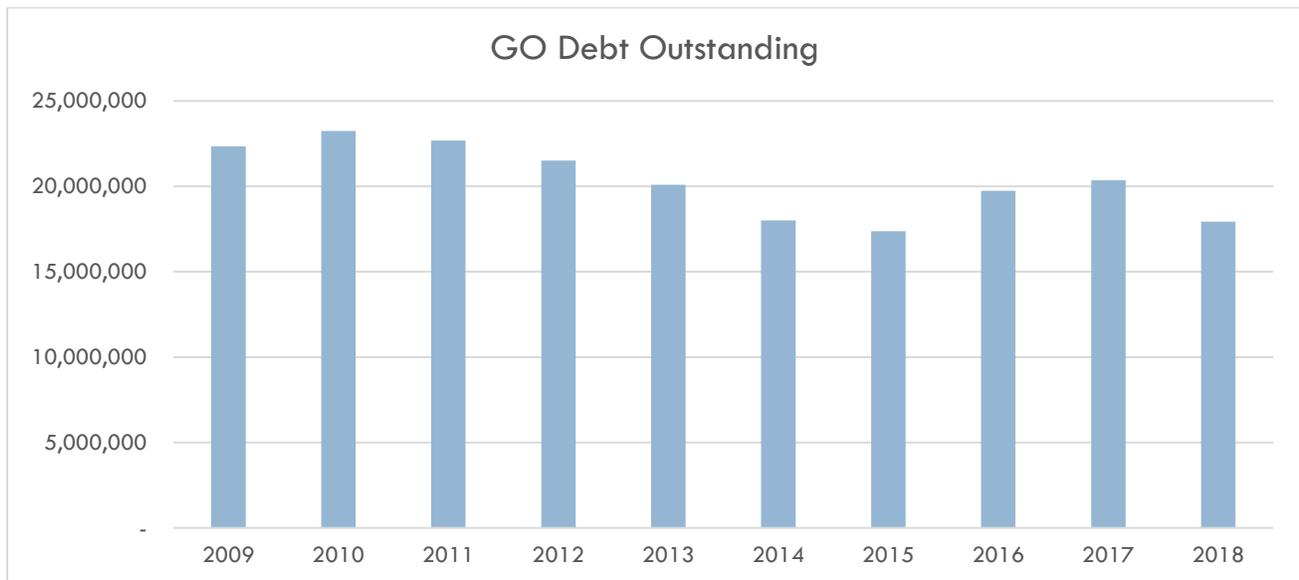
The general fund balance as a percentage of revenue is an important financial measurement used by credit rating agencies as it serves as an indicator of the City’s liquidity. The Government Finance Officer Association (GFOA) recommends a minimum of two months reserves (17%). However, the City has established a target fund balance above the GFOA recommended minimum of at least 25%. The 2018 unrestricted general fund balance as a percent of revenues is 30.46%, exceeding both targets.



GENERAL OBLIGATION DEBT

General Obligation Debt

As of December 31, 2018, principal and interest payments of \$2,440,919 and \$555,519 were made, representing 100% of the year’s general obligation payments. The table below shows GO debt outstanding at the end of the last five years:

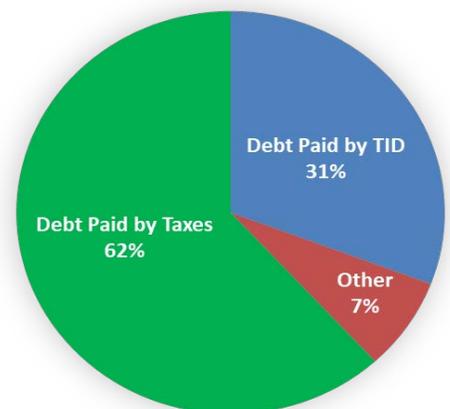


Sources of Debt Repayment

The general debt obligations of the City are repaid from a variety of sources based upon the use of borrowed funds, including property taxes, storm water revenue, tax increment, or revenue generated by the electric, water and sewer utilities.

In 2018, 62% or \$1,851,176 of debt payments are paid by general property taxes. Tax Increment Districts (TID) pay \$921,819 or 31% of debt, followed by utilities and golf course revenue at 7% or \$223,441.

Sources of Debt Payment



INVESTMENTS

As of December 31, 2018, total funds inclusive of operating and investments are as follows:

INVESTMENT	Dec. 31, 2018	Dec. 31, 2017
GENERAL CITY INVESTMENTS	5,086,226	2,165,210
RESTRICTED INVESTMENTS		
Stock Funds	10,358	10,165
Future Outlay	10,761	10,561
Future Retirements	42,843	40,036
Police Department	-	501
Sports Center	115,839	99,243
Library	543,528	498,805
Impact Fees	672,355	394,696
Cemetery	51,312	40,384
Revolving Loan Fund	66,550	64,457
Capital Projects Investments	727,702	1,119,994
Landfill Cleanup Investments	7,855	21,342
Stormwater Investments	136,844	6,080
Park Land Trust	173,695	129,105
Library Trust	263,636	266,562
Flex Benefits	28,504	27,246
Armed Services Memorial	1,403	3,844
TOTAL INVESTMENTS	\$ 7,939,409	\$ 4,898,230
CITY OPERATING CASH BALANCE	\$ 1,096,335	\$ 3,585,729
TOTAL CITY INVESTMENTS & CASH	\$ 9,035,744	\$ 8,483,959
UTILITIES - RESTRICTED INVESTMENTS	\$ 9,424,076	\$ 9,293,015
UTILITY OPERATING CASH BALANCE	\$ 169,615	\$ 141,001
TOTAL UTILITY INVESTMENTS & CASH	\$ 9,593,691	\$ 9,434,016

K9 Fund

As of December 31, 2018, the ending fund balance for the K9 fund is \$16,234.04

FUND ACTIVITY		
	Current Quarter	Fiscal YTD 07/01/2018- 12/31/2018
Beginning Fund Balance	14,781.14	14,446.15
CONTRIBUTIONS		
(a) Tax Deductible Gifts and Bequests	1,435.00	4,132.70
(b) Non Tax Deductible Contributions	0.00	85.00
(c) Transfers In	0.00	0.00
Total Contributions	<u>1,435.00</u>	<u>4,217.70</u>
INVESTMENT ACTIVITY		
(d) Realized Income	79.01	140.89
(e) Unrealized Gains (Losses)	0.00	0.00
Total Investment Activity	<u>79.01</u>	<u>140.89</u>
DISBURSEMENTS		
(f) Grants and Scholarships	0.00	2,353.95
(g) Administrative and Investment Fees	61.11	216.75
(h) Fund Project Expenses	0.00	0.00
(i) Transfers Out	0.00	0.00
Total Disbursements	<u>61.11</u>	<u>2,570.70</u>
Ending Fund Balance as of 12/31/2018	16,234.04	16,234.04