

AGENDA FOR COUNCIL MEETING
CITY OF NEW RICHMOND, WISCONSIN

MONDAY, JULY 9, 2018 - 7:00 P.M.

AGENDA:

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

PUBLIC COMMENT

CONSENT AGENDA:

1. Approval of the Minutes from the Previous Regular Council Meeting, June 11, 2018 and Special Council Meeting, June 25, 2018
2. Applications for License to Serve from Cynthia L. Rice, New Richmond; Cynthia L. Gleason, New Richmond; Jessica L. Briese, New Richmond; Mark D. Ekblad, Hudson; Svetlana P. Faragher, Somerset; Lory J. Gramberg, New Richmond; Brittany S. Bell, White Bear Lake; Anna M Payson, New Richmond; Jennifer L. Peterson, New Richmond; Alli J. Preece, New Richmond; Mary L. Bair, New Richmond; Debra H. Hansen, New Richmond; Tora A. Hobbs, Osceola; Deborah J. Kelly, New Richmond;
3. Application for Direct Seller's Permit from Amanda L. Johnson of Street Treats Ice Cream for June 12, 2018 to September 30, 2018 and request to waive fee
4. Payment of VO#62187 through VO#62313 totaling \$525,068.54 plus electronic fund transfers totaling \$881,100.65 for a grand total of \$1,406,169.19
5. Airport Lease Agreements – TW Equities/Lone Star Aviation, David & Donna Harper, Robert Perkins, Douglas Trogstad, Darin & Lisa Skopek
6. Donations for K-9:
\$100 Anonymous

DEPARTMENT REPORTS:

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

UNFINISHED BUSINESS:

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

NEW BUSINESS:

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

1. VFW Project Update
2. Ordinance #520 - Comprehensive Plan
3. Ordinance #521 – Chapter Six Amendments
4. Mayor’s Appointment - Ben Kurth to Historic Preservation Commission
5. Planner/Zoning Administrator – Sources and Uses of Funds
6. RFP for Assessing Services
7. Wisconsin Legislative Session Changes
8. Work Session in July
9. Communications & Miscellaneous
10. Closed Session per State Statute 19.85 (1)(e) - Redevelopment of 243 Paperjack Drive and the potential of investment of public funds.
11. Open Session – Action on Closed Session Agenda
12. Adjournment

Frederick Horne, Mayor

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

**Late Changes and Additions

Posted: Civic Center and City Website

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

REGULAR COUNCIL MEETING JUNE 11, 2018 7:00 P.M.

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

Roll call was taken.

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

Members Absent: Alderman Zajkowski

The Pledge of Allegiance was recited.

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

Public Comment

Consent Agenda

1. Approval of the Minutes from the Previous Regular Council Meetings, May 14, 2018 and Special Council Meeting, May 30, 2018 at 10:45 a.m. and Special Council Meeting, May 30, 2018 at 4:00 p.m.
2. Applications for License to Serve from Sadie L. Krabbenhoft, Emerald; Nicolle U. Kroells, Dresser; Shannon R. Luthe, New Richmond; Heather N. Siler, Clear Lake; LaRae A. Gustafson, New Richmond; Gerald W. Frey, New Richmond; Ross E. Johnson, New Richmond; and Shawn R. Anderson, New Richmond
3. Applications for Amusement Device License from Champ's Sports Bar & Grill, Bobcat's Bar & Grill, McCabe's Shamrock Club, Wild Badger Saloon, AmericInn Motel, Huey's Bar, Gibby's Inc., and Walmart
4. Applications for Cigarette License from the Lowrey Hotel & Café LLC, McCabe's Shamrock Club, Family Fresh, Valu Mart, Lumberjack Liquors, Super America, Amoco Express, Amoco Food Shop, Kwik Trip #337, New Richmond Golf Club, Walmart Supercenter #5432, Discount Smokes, Bobcat's Bar & Grill, The Box Smoke Shop, Radio Shack, and Freedom Valu
5. Applications for Class B Beer License to sell Intoxicating Liquor and Fermented Malt Beverages from Linda Soifakis, Agent for Champ's Sports Bar & Grill; Mari Driscoll, Agent for McCabe's Shamrock Club; Ann Wychor-Hall, Agent for Table 65; Robert Christenson, Agent for Bobcat's Bar & Grill; Joseph Skaar, Agent for Wild Badger Saloon; David Gillen, Agent for Huey's Inc.; Jill Miller; John S. Jerlow, Agent for Lumberjack Liquors; Ross Johnson, Agent for New Richmond Golf Club
6. Applications for Reserve Class B Beer License to sell Intoxicating Liquor and Fermented Malt Beverages from New Richmond Golf Club-Links; Jamie Gibson, Agent for Gibby's Inc.; Loren Barnes, Agent for American Legion Club 80; and Jesus Saavedra, Agent for Garibaldi's

7. Applications for Class B Beer License from Steve Montpetit, Agent for Pete's Pizza of New Richmond, Inc.; Richard Coleman, Agent for Old Gem, LLC; William Buell, Agent for The Space for Creativity; Steven Meyer; and Xianyu Fu
8. Applications for Class C Wine License from William Buell, Agent for The Space for Creativity; and Steven Meyer
9. Applications for Class A License to Sell Intoxicating Liquor and Fermented Malt Beverages from Jeffrey Hielkema, Agent for Kwik Trip #337; John S. Jerlow, Agent for Amoco Express; and Jake Davis, Agent for Family Fresh Market #321
10. Application for Mobile Home License from Arthur and Kim Miller
11. Applications for Refuse Collection License from Stephens Sanitation, Waste Management, River City Disposal, Olson Sanitation, Waterman Sanitation, Advanced Disposal Services and Gorilla Dumpster Bags
12. Application for Taxicab License from Running Inc.
13. Application for Direct Seller's Permit from Molly Welch of Street Treats Ice Cream for June 12, 2018 to September 30, 2018 and request to waive fee
14. Payment of VO#62092 through VO#62186 totaling \$233,056.53 plus electronic fund transfers totaling \$790,327.73 for a grand total of \$1,023,384.26

General Fund	\$916,409.19
Impact Fees Fund	39,732.00
Cemetery Fund	520.95
CDBG - Housing	16,775.72
Debt Service Fund	6,592.94
Capital Projects	8,748.02
Landfill Cleanup Fund	3,601.89
TID District #6	18,822.38
Storm Water Utility	9,639.00
Park land Trust Fund	1,436.22
NR WI Armed Services	1,105.95

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

Department Reports

Administration & Finance – Mike Darrow stated the 2019 Budget Process will be getting started soon. If the community has groups that would like to be involved in the process, let us know. Look for updates on social media. Rae Ann Ailts explained that staff is continuing to work on the Capital Improvement Plan. We hope to have an adopted Capital Improvement Plan by the end of August or the beginning of September. Also, a reminder the second installments of property taxes are due on July 31, 2018, and are payable to the St. Croix County Treasurer.

Community Development – Beth Thompson stated that Sarah Skinner, Building Inspector, resigned and her last day was June 6, 2018. We are currently working with a contracted building inspector and will have an inspector available three days per week. We are trying to find another contracted employee. Josh Melstrom has accepted the offer for full-time Building Inspector and will begin the end of July. Federal Foam had a ground breaking for a new building west of their existing building. Keep it Beautiful Update – Residents can go on the City's website and report things like long grass, street light outages, abandoned vehicles, etc. Those items will then be routed to the appropriate supervisor.

Public Works – Jeremiah Wendt stated the fishing pier at Mary Park was damaged by ice over the winter. The damaged areas were removed and the pier is open again. We will be filing an insurance claim for the

damages and will be repairing the pier very soon. Crews will be removing ash trees in the downtown area and replacing them.

Library – Katie Marsh stated the summer reading program had a kick-off event on June 4, 2018. As of today, 710 people have registered for the summer reading program. There will be an outdoor movie (Mary Poppins) in Glover Park on Friday, June 15, 2018, at dusk.

Police – Craig Yehlik explained the Bike Rodeo will be on June 16, 2018, from 10:00 a.m. to noon at the New Richmond High School. Emergency Services golf scramble will be on July 23, 2018 at noon. Hole sponsorships are still available.

Fire – Fred Horne stated the Fire Department has a new Administrative Assistant, Terry Koch. Last month was a very busy month for fire calls with 34 total. Of those calls, 13 were City, 15 were rural, and 6 were mutual aid.

Airport – Mike Demulling explained the automated weather observation system was down over Memorial weekend. During the weekend, Mike provided these observations manually until the system was repaired. The new locating beacon will be placed tomorrow. The Airport will begin using a new type of airplane fuel within the next month and we will be the only airport in the region to use this type of fuel.

City Clerk - Tanya Batchelor stated she and Noah are continuing to working on reviewing the City's ordinances and are working on Chapter 6, which deals with Liquor and Beer Licensing. Proposed language changes will be brought to the June work session for City Council review.

Recognition of Community Action Plan Group

Beth Thompson thanked this group for their work on the Comprehensive Plan. Each member was given a gift in appreciation for their work on this project. The group put in approximately 900 hours over eight months. Mayor Horne and Council members thanked the CAP group for their work. They also thanked Todd Streeter and Beth Thompson for the work they did on this project. Scottie Ard stated this model will be presented at the League of Wisconsin Municipalities Annual Conference in October as an example for other municipalities to follow.

Comprehensive Plan

Alderman Montello moved to approve the Comprehensive Plan with the changes and additions outlined in the packet, seconded by Alderman Kittel and carried.

Recycling RFP

Rae Ann Ailts explained the Council was given the draft RFP at the work session for recycling. The Public Works Committee has discussed this RFP as well. Staff recommends approval to advertise the RFP for residential recycling services as proposed. Alderman Montello move to approve the advertising the RFP as presented, seconded by Alderman Ard and carried.

Mayor's Appointments

Mayor Horne made the following appointments: Pat Becker to the Utility Commission and Judy Roettger, Angela Logan, Jessi Mishler, Jeremy Poole, and Jim Jackson to the Tourism Committee. Alderman Montello moved to confirm these appointments, seconded by Alderman Ard and carried.

WITC Cable Television Agreement

Alex Birkholz, from WITC, explained the WITC Cable Television agreement which is renewed on an annual basis for the public access channel for the cable television. There was discussion regarding equipment available for use to record sporting events to be played on this channel. Discussion followed. Alderman Montello moved to approve the contract as presented, seconded by Alderman Kittel and carried.

School Resource Officer MOU

Craig Yehlik explained the role of the resource officer that has been developed by the school and the Police department. Considerable discussion followed. If approved, the MOU would advance to the School Board for approval at their June 18, 2018, meeting. The contract would be renewed annually, but the school does not foresee the need for the SRO to diminish going forward, in fact they see the possible addition of another offer at the Middle School at some time in the future. Alderman Montello moved to approve the MOU and

the job description for the school resource officer as presented, contingent upon approval of the City Attorney, seconded by Alderman Jackson and carried.

Compensation Study

Sarah Reese explained the process used for finding a company to provide a benefit and compensation study for the City. Staff recommends moving forward with Carlson Dettman as the firm of choice to conduct the compensation and benefit study. The costs will be shared equally by the general fund and utility fund. Alderman Montello moved to approve Carlson Dettman to conduct the compensation and benefit study, seconded by Alderman Kittel and carried.

Planner/Zoning Administrator Position Job Description

Beth Thompson explained the City Council discussed this position at the May work session and approved the position at that time. Discussion followed. Sources and uses of funds will be presented at the next meeting. Staff recommends moving forward with advertising for the position. Alderman Montello moved to approve the job description and advertise the position with the understanding that sources and uses of funds will be discussed prior to approval to hire taking place, seconded by Alderman Kittel, and carried.

Forward New Richmond Consultant

Mike Darrow stated the Forward New Richmond consultant was discussed at the work session. We would like to contract with Seth Hudson from Cedar Corporation to assist with economic development projects at the direction of City staff and/or the Forward New Richmond group. Alderman Kittel moved to approve the contract with Seth Hudson from Cedar Corporation as presented, seconded by Alderman Ard and carried.

Fog Sealing Bids

Jeremiah explained that he talked to Fahrner Asphalt Sealers after the last council meeting to discuss their bid that was submitted. They separated their price between trails and streets. The portion for streets is \$16,806.46. Discussion followed. Jeremiah recommended approving the bid for the street portion only for \$16,806.46. We will deal with trails and look at other application options next year. Alderman Ard moved to accept this bid, seconded by Alderman Jackson and carried.

125th Street Annexation Reimbursement Agreement

Jeremiah Wendt explained this agreement was presented at the work session. The agreement states that if any township parcels that border the western portion of 125th Street are annexed to the City within ten years, the City shall reimburse the Township of Richmond on a prorated, per linear foot basis. Alderman Montello moved to approve the annexation agreement as presented, seconded by Alderman Ard and carried.

First Quarter 2018 Financial Report

Rae Ann Ailts gave the 2018 first quarter financial review. Discussion followed.

Resolution #061801 Use of 2017 Bonding Proceeds

Rae Ann Ailts explained that some funds were unspent from the 2017 bond issue and the proposed resolution is needed to allow us to use these funds towards the construction on storm water pond 265. Alderman Montello offered the following resolution and moved for its adoption:

RESOLUTION #061801
AUTHORIZING THE USE OF UNUSED PROCEEDS OF \$6,600,000 GENERAL
OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2017A

BE IT RESOLVED, by the Common Council (the "Council") of the City of New Richmond, Wisconsin (the "City") as follows:

Section 1. Findings.

1.01. Background. It is determined that:

(a) the City previously issued its General Obligation Corporate Purpose Bonds, Series 2017A, in the original aggregate principal amount of \$6,600,000, dated July 11, 2017 (the "Bonds"), pursuant to Chapter 67, Wisconsin Statutes, as amended (the "Act");

(b) this Council approved the issuance of the Bonds pursuant to Resolution #061701, adopted on June 12, 2017 (the "Bond Resolution");

(c) according to the Bond Resolution, the proceeds of the Bonds were to be used to finance sewer system projects related to North Fourth Street, street projects related to North Fourth Street and 125th Street, the acquisition of a snow plow to be used to maintain and clear the City's streets, storm water system projects related to North Fourth Street and 125th Street, water system projects related to North Fourth Street, and the acquisition and equipping of a new E-3262 fire truck and related equipment for the use of the City (collectively, the "Projects");

(d) the City issued the Bonds, used the proceeds thereof to finance the Projects, and after calculating and paying the final costs thereof, has determined that there is approximately \$130,000 in unused proceeds of the Bonds (the "Unused Proceeds");

(e) the City has identified the following additional project to undertake with the Unused Proceeds (the "Additional Project"): *construction and retrofit of Stormwater Pond 265*.

1.02. Authorization. Section 4.01(d) of the Bond Resolution provides that when the Projects are completed and the costs thereof paid, the Borrowed Money Fund is to be closed and any balance therein is to be deposited in the Project Account Debt Service Fund. Section 67.10(3) of the Act further provides that all disbursements charged to the Borrowed Money Fund shall be for the purposes for which the money was borrowed and for no other purpose, except as otherwise provided by the Act. Moreover, Section 67.11(1)(a) of the Act provides that all moneys accruing to the Borrowed Money Fund which at any stage are not needed for the purposes for which the money was borrowed shall be transferred into the requisite debt service fund.

1.03. Additional Project. The purpose of this Resolution is to therefore provide official authorization to disburse the Unused Proceeds, up to a maximum of \$130,000, to finance the costs of the Additional Project. All actions undertaken by City staff in regard to the Additional Project are hereby ratified and confirmed in all respects.

Section 2. Deposit into Additional Project Fund; Amendment of Bond Resolution.

2.01. Additional Project Fund. City staff is authorized and directed to identify the final amount of the Unused Proceeds needed for the Additional Project, up to a maximum of \$130,000, and to create an "Additional Project Fund," into which the Unused Proceeds shall be timely deposited. The Additional Project Fund shall be administered and maintained by the City Finance Director as a bookkeeping amount separate and apart from all other funds maintained in the official financial records of the City. Amounts deposited in the Additional Project Fund shall be used solely to defray expenses of the Additional Project. When the Additional Project is completed and the cost thereof paid, the Additional Project Fund is to be closed and any balance in the fund is to be deposited in the Debt Service Fund for the Bonds.

2.02. Bond Resolution. All findings, obligations and covenants undertaken by the City pursuant to the Bond Resolution, including but not limited to the sale of the Bonds to the Purchaser, principal payments and interest rates on the Bonds, remain in full force and effect, except as otherwise provided by this Resolution. Specifically, Section 4.01(d) of the Bond Resolution is amended by this Resolution, to authorize the City to use the Unused Proceeds for the Additional Project, instead of transferring any excess balance from the Borrowed Money Fund to the Debt Service Fund for the Bonds.

2.03. Capitalized Terms. Any capitalized but undefined terms in this Resolution shall have the definitions provided in the Bond Resolution.

Motion was seconded by Alderman Jackson and carried.

RFP for Intensive Survey of Historic Properties

Noah Wiedenfeld explained the City received a grant in the amount of \$24,900 for a survey of historical and architectural sites in the City. The last survey was completed over 30 years ago. The first step is to publish the RFP for this project. The next step would be to choose a consultant, have a kick-off meeting and begin the initial survey of buildings that are 40 years of age or older. An intensive survey will be completed on each property that could be eligible for the National Register. A final report will be given and a public presentation will be done. The project is estimated to be completed by August 2019. Alderman Ard moved to proceed with the RFP for the Intensive Survey of Historic Properties, seconded by Alderman Jackson and carried.

Work Session on June 25, 2018, at 4:00 p.m.

Communications and Miscellaneous

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(g) Possible Litigation, 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 Kittel moved adjourn the meeting, seconded by Alderman Jackson, and carried.

Meeting adjourned at 9:18 p.m.

Tanya Batchelor
City Clerk

SPECIAL COUNCIL MEETING
JUNE 25, 2018 4:00 P.M.

The meeting was opened by announcing that 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. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

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

Members Absent: Alderman Montello

The Pledge of Allegiance was recited.

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

Recycling Shed Disposal Fees

Stephens Sanitation has a contract for collecting recycling at the shed on the north side of the City. They now have to pay to get rid of the recycling at a cost of \$125 per pull. The new proposal would be to pay the annual recycling contract fee of \$6,240 annually plus the annual pull fee of \$6,000 for a total of 12,240. Discussion followed. Alderman Zajkowski moved to approve the contract amendment starting May 1, 2018, seconded by Alderman Kittel and carried. Staff will draft the amendment to the agreement.

Freedom Park/VFW

Alderman Ard moved to table this item until the July 9, 2018 meeting, seconded by Alderman Jackson and carried.

Fundraising Policy

Mike Darrow explained that he would like to have a formal fundraising policy adopted to get input from the council and City staff and keep the finance department informed. A draft proposal will be on the agenda for the July 9, 2018 meeting.

Ordinance Chapter Six

Noah Wiedenfeld and Tanya Batchelor explained the proposed changes for Chapter six. Discussion followed. This was the first reading of the ordinance.

Assessor Services Contract

Rae Ann Ailts explained the current contract for assessor services is with Owen Assessing LLC and expires December 31, 2018. In the past, the practice has been to bid out these services every three years. The last revaluation was conducted in 2009 and the City will likely need to do another revaluation no later than 2020 to be compliant with State Statute. Alderman Kittel moved to proceed with a draft RFP for assessor services to be reviewed at the regular July meeting, seconded by Alderman Zajkowski and carried.

Capital Improvement Plan 2018-2022

Rae Ann Ailts discussed the very important projects identified for 2019 through 2020. These include items that are in need of replacement or repair soon, but not immediately. Items included in this category include modern software for HR, payroll, accounting, reporting, data analysis, training and budgeting functions. It could also allow the City to integrate permitting, billing, GIS and other functions. The proposed cost for this is \$400,000 in 2020. Other items included are snow removal and mowing equipment, street and utility improvement projects, replacement of City vehicle and Building Inspector

vehicle, civic center reconfiguration, parking lot repaving, brush truck replacement, rebuild E3271 pumper truck, Police and Impound building security, Police parking lot repaving, removal of Emerald Ash Borer Trees, East First Street trail connection, Whispering Prairie Park addition, Fox Run Park addition, West Eighth Street trail, replace zero-turn mower, replace street sweeper, alley reconstruction, replace Pierson Avenue from Fourth Street to Third Street, Replace Jefferson/Marshall Road, Replace Willow/Parkview, and Replace Bilmar from Parkview to Paperjack. Discussion followed regarding the projects listed. Staff will bring back a financial plan for the very important and critical projects.

Budget 2019

Rae Ann Ailts gave an update on the 2018 budget community engagement process. There was discussion regarding a biannual budget. This issue will be discussed again in August.

Communications & Miscellaneous

Jeremiah Wendt explained the 125th Street Project is scheduled for early August. Updates will be given to residents and the work must be completed by October 15, 2018.

Closed Session

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(e) – Sale of City-Owned Property, seconded by Alderman Jackson and carried.

Open Session

No Action was taken.

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

Meeting Adjourned at 5:41 p.m.

Tanya Batchelor
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL JULY 9, 2018

VO #	PAYMENT TO:	AMOUNT
62187	BENEFIT EXTRAS, INC	392.50
62188	DWD - UNEMPLOYMENT INSURANCE	624.00
62189	E O JOHNSON BUSINESS TECHNOLOGIES - 2	4,950.00
62190	ECKBERG LAMMERS P.C.	7,727.35
62191	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	13,611.52
62192	HARLE, KAYLA	438.00
62193	HILLSIDE SMALL ENGINE	50.00
62194	INTERACTIVE HEALTH, INC	172.50
62195	J.G. HAUSE CONSTRUCTION, INC	38,244.72
62196	MELSTROM INSPECTIONS, LLC	2,500.00
62197	MILLER, ANDREW	120.00
62198	MOORE IMPRINTS	136.00
62199	STEPHENS SANITATION - RECYCLING	4,065.00
62200	STEPHENS SANITATION - REFUSE	487.15
62201	WI STATE FIREFIGHTER'S ASSN	1,000.00
62202	DELL MARKETING LP	2,010.16
62203	DELROY CONTRACTING LLC	500.00
62204	AMERICAN PLANNING ASSOCIATION - MN CHAPTER	25.00
62205	AMERICAN TEST CENTER, INC	460.00
62206	BAKER TILLY VIRCHOW KRAUSE, LLP	4,829.00
62207	CITY OF SAINT PAUL	158.00
62208	DARROW, MIKE	401.10
62209	FLEX-O-SWEEP	50.94
62210	FRONTIER COMMUNICATIONS	847.07
62211	HERMANSEN, GREG	50.00
62212	MCCABE CONSTRUCTION, INC	9,456.36
62213	MISTY MEADOWS WOOD PRODUCTS INC	1,485.00
62214	MSA PROFESSIONAL SERVICES INC (MN)	379.50
62215	PROFESSIONAL SERVICE INDUSTRIES, INC	738.00
62216	PROTO-TYPE MACHINE	150.00
62217	REGISTER OF DEEDS	60.00
62218	SHORT-ELLIOTT-HENDRICKSON	29,952.08
62219	SKID STEER GUY LLC	3,793.31
62220	ST CROIX COUNTY HIGHWAY DEPT	12,369.13
62221	SUNRISE LAWNS	950.00
62222	WI DEPT OF TRANS - TV & RP UNIT	5.00
62223	AILTS, RAE ANN	47.96
62224	FRIENDT, NICOLE	59.81
62225	HALI-BRITE INC	6,145.10
62226	REESE, SARAH	133.30
62227	VILLAGE OF STAR PRAIRIE	64.41
62228	WITC - NEW RICHMOND	91.23
62229	CHICKADEE DOO-DA	2,000.00
62230	CITY OF NR - REVOLVING FUND	151.09
62231	CITY UTILITIES - 2ND BILLING	24,834.98
62232	CITY UTILITIES - INVOICES/WPPI EMAIL HOSTING	810.44
62233	CLAY, AARON	5,000.00
62234	CREATIVE HOME CONSTRUCTION	1,000.00
62235	DBT TRANSPORTATION SERVICES LLC	922.26
62236	FELICITY HOMES	2,000.00
62237	FRONTIER COMMUNICATIONS (2)	50.86
62238	HUSBY, JEFFREY	4,000.00
62239	INDUSTRIAL HEALTH SERVICES NETWORK INC	92.90
62240	INDUSTRIAL SAFETY - ANNUAL SERVICE	150.00
	SUBTOTAL	190,742.73

	SUBTOTAL CARRIED FORWARD	190,742.73
62241	MELSTROM INSPECTIONS, LLC	2,500.00
62242	OEVERING HOMES, LLC	2,000.00
62243	PLOURDE, SCOTT	1,000.00
62244	ST CROIX COUNTY SERIFF'S DEPT	35.00
62245	THE PLANNING COMPANY LLC	5,031.30
62246	WAL-MART (OTHER PMTS)	75.24
62247	XCEL ENERGY (2)	28.26
62248	AMAZON (CITY)	1,372.83
62249	AMAZON (LIBRARY)	871.62
62250	BAKER TILLY VIRCHOW KRAUSE, LLP	7,030.00
62251	BAKKE NORMAN S.C.	55.50
62252	BALDWIN TELECOM, INC	577.34
62253	BENEFIT EXTRAS, INC	394.25
62254	BOARDMAN & CLARK LLP	143.50
62255	CARLSON DETTMANN CONSULTING	3,750.00
62256	CASEY, TED	170.00
62257	CEDAR CORPORATION	1,584.25
62258	CITY UTILITIIES - 1ST BILLING	945.35
62259	CITY UTILITIES - INVOICES	125.00
62260	CITY UTILITIES - LANDFILL	432.43
62261	CITY UTILITIES - OTHER	1,055.39
62262	CITY UTILITIES - POOL FILLS	23.00
62263	CITY UTILITIES - SAC CHARGES	9,780.00
62264	CITY UTILITIES - SALES TAX	329.81
62265	CITY UTILITIES - SRPS	1,170.00
62266	CITY UTILITIES - WATER IMPACT FEES	9,780.00
62267	COLOSSAL FOSSILS INC	300.00
62268	DEPT OF ADMINISTRATION	600.00
62269	DERRICK HOMES, LLC	2,000.00
62270	E O JOHNSON BUSINESS TECHNOLOGIES - 2	400.00
62271	EO JOHNSON COMPANY, INC	1,666.75
62272	FORUM COMMUNICATIONS COMPANY	2,288.82
62273	FRIENDT, NICOLE	79.75
62274	GHD SERVICES INC	9,281.09
62275	HILLYARD, INC - MINNEAPOLIS	3,582.83
62276	HUDSON PHYSICIANS S.C.	84.00
62277	INDIANHEAD FEDERATED LIBRARY	1,467.72
62278	INDUSTRIAL HEALTH SERVICES NETWORK INC	199.60
62279	INDUSTRIAL SAFETY	22,797.66
62280	INTERACTIVE HEALTH, INC	172.50
62281	J G HAUSE CONSTRUCTION, INC	140,000.00
62282	KAR JACKERS ENTERTAINMENT	150.00
62283	KWIK TRIP	5,473.94
62284	LAVENTURE CRANE & RIGGING, INC	560.00
62285	LEAGUE OF MINNESOTA CITIES	126.50
62286	MARSH KATELYN	463.02
62287	MELSTROM INSPECTIONS, LLC	2,500.00
62288	MIDWEST TAPE	9.99
62289	MUNICIPAL CODE CORPORATION	950.00
62290	NORTHERN BUSINESS PRODUCTS	686.44
62291	PEDERSON, JOEL	325.00
62292	RADDATZ, DENNIS	200.00
62293	REALIVING, LLC	1,501.75
62294	REGISTER OF DEEDS	29.00
62295	RUNNING, INC	10,928.64
62296	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	174.18
62297	SCHWAAB INC	22.05
	SUBTOTAL	450,024.03

	SUBTOTAL CARRIED FORWARD	450,024.03
62298	SECURIAN FINANCIAL GROUP INC	2,333.59
62299	SPECTRUM INSURANCE GROUP	45,262.00
62300	ST CROIX COUNTY SHERIFF'S DEPT - JAIL	600.00
62301	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	918.80
62302	STATE OF WI - COURT FINES & ASSESSMENTS	2,377.36
62303	STEPHENS SANITATION - RECYCLING	4,065.00
62304	STEPHENS SANITATION - RECYCLING SHED	2,200.30
62305	STEPHENS SANITATION - REFUSE	552.15
62306	THE PLANNING COMPANY LLC	4,121.90
62307	TOWN OF STANTON	4,183.86
62308	TRITECH SOFTWARE SYSTEMS	6,722.17
62309	UNITED STATES TREASURY	126.67
62310	VERIZON WIRELESS (CITY)	320.18
62311	WASHINGTON NATIONAL INS CO	200.80
62312	WISCONSIN PROFESSIONAL POLICE ASSN, INC	627.00
62313	XCEL ENEGY	432.73
	TOTAL VOUCHERS	525,068.54

	ELECTRONIC FUND TRANSFERS	267,195.61
	PAYROLL (6/22 & 7/6)	9,700.00
	DEFERRED COMP	250.00
	ROTH - WI	102,720.89
	FEDERAL W/H	20,197.87
	STATE W/H	2,000.00
	MEDICAL PREMIUMS	89,706.20
	RETIREMENT	57,487.90
	VISA P-CARDS	41,958.36
	HRA	3,717.46
	HSA - ER CONTRIBUTIONS	1,249.95
	WI-SCTF	2,967.64
	FLEX SPENDING	4,019.44
	EMPLOYEE FUND	260.00
	FIREMAN DUES	525.00
	AFLAC	1,223.26
	DISABILITY INSURANCE	2,938.75
	INVOICE - SUPER AMERICA	3,321.04
	DELINQ STATE TAX - REMITTANCES	47.03
	LIBRARY - REST'D INVESTMENTS	10,000.00
	IMPACT FEE TRANSFERS	21,390.00
	INVESTMENT TRSFAR - BREMER	200,000.00
	INVESTMENT TRSFAR - LANDFILL	5,905.06
	PSN REFUNDS	100.00
	WPPI LOAN PMTS	4,166.67
	DEBT PMTS/BREMER LOAN PMTS	28,052.52

	TOTAL ELECTRONIC FUNDS	881,100.65
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	GRAND TOTAL	1,406,169.19
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FRED HORNE, MAYOR

HANGAR 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, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and David and Donna Harper, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the New Richmond Municipal 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: Aircraft storage, aviation related equipment storage, and conducting aviation related activities

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

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**: Lot 3, Row 1 of the Airport Layout Plan - New Richmond Regional Airport. Leased Property equals 8800 square feet
2. **Hangar Construction**: The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the applicable requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
3. **Terms**: The term of this lease shall be for a maximum of twenty (20) years commencing on July 1, 2010 and ending on June 30, 2030.
4. **Rent**: The Lessee agrees to pay to 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 **\$880.00**, payable on July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment at the end of each three year period of this lease, provided that any readjustment of said present rates, or as same may be amended hereafter, shall be reasonable.

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, all equipment necessary for the safe hangaring of the Lessee's aircraft, 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 airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

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. The Lessee acknowledges receipt of a copy of section 14-101 through 14-126 of the Code of Ordinances for the City of New Richmond

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, his 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 he will deposit with the Lessor a policy of comprehensive liability insurance upon 30 days written notice from the Lessor.

9. Maintenance of Premises: The Lessee shall maintain the structures occupied by him and the surrounding land premises in good order and make repairs as necessary. No outside storage shall be permitted except with the written approval of the Airport Commission. 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 condition; 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 this agreement.

11. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. Signs: The Lessee agrees that no signs or advertising matter be erected without the consent of the Lessor.

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

- a. Failure to pay rent or taxes within 30 days after due date;
- b. The filing of a petition under Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d. The making of an assignment for the benefit of creditors without the prior written consent of the Lessor;
- e. 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.

14. Title: Title to the buildings erected by the Lessee shall remain with the Lessee and shall be 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.

15. Snow Removal: The Lessor agrees to provide no snow removal to the leased premises.

16. 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.

17. Airport Development: The Lessor reserves the right to further develop or improve the aircraft operations area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. Subordination Clause: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States 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 stated funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States or the State of Wisconsin.

19. 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 be final and binding on the parties.

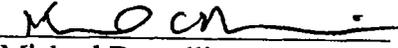
20. Floor Height: The Lessee agrees to erect and/or maintain a building on the leased premises with a minimum finished floor height at least six (6) inches above the finished grade of the taxiway nearest the front of the building.

21. Taxiway Access: The Lessee is prohibited from operating automobiles on principal runways or taxiways.

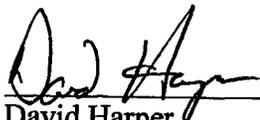
22. Parking: Automobile parking must be on designated areas of the airport or on the leased premises in such a manner as to not interfere with aircraft operations on taxiways or taxiways.

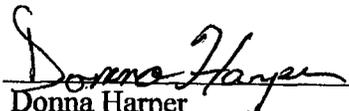
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of April, 2018, in the City of New Richmond, St. Croix County, Wisconsin.

LESSOR:


Michael Demulling
Airport Manager

LESSEE:


David Harper


Donna Harper

HANGAR 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, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and Douglas Trogstad hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the New Richmond Municipal 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: Aircraft storage, aviation related equipment storage, and conducting aviation related activities.

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

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: Lot 3 Row 16 of the Airport Layout Plan - New Richmond Regional Airport. Leased Property equals 6400 square feet
2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the applicable requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
3. Terms: The term of this lease shall be for a maximum of twenty (20) years commencing on July 1, 2010 and ending on June 30, 2030.
4. Rent: The Lessee agrees to pay to 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 \$640.00, payable on July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment at the end of each three year period of this lease, provided that any readjustment of said present rates, or as same may be amended hereafter, shall be reasonable.

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, all equipment necessary for the safe hangaring of the Lessee's aircraft, 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 airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

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. The Lessee acknowledges receipt of a copy of section 14-101 through 14-126 of the Code of Ordinances for the City of New Richmond

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, his 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 he will deposit with the Lessor a policy of comprehensive liability insurance upon 30 days written notice from the Lessor.

9. Maintenance of Premises: The Lessee shall maintain the structures occupied by him and the surrounding land premises in good order and make repairs as necessary. No outside storage shall be permitted except with the written approval of the Airport Commission. 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 condition; 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 this agreement.

11. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. Signs: The Lessee agrees that no signs or advertising matter be erected without the consent of the Lessor.

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

- a. Failure to pay rent or taxes within 30 days after due date;
- b. The filing of a petition under Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d. The making of an assignment for the benefit of creditors without the prior written consent of the Lessor;
- e. 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.

14. Title: Title to the buildings erected by the Lessee shall remain with the Lessee and shall be 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.

15. Snow Removal: The Lessor agrees to provide no snow removal to the leased premises.

16. 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.

17. Airport Development: The Lessor reserves the right to further develop or improve the aircraft operations area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. Subordination Clause: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States 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 stated funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States or the State of Wisconsin.

19. 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 be final and binding on the parties.

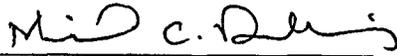
20. Floor Height: The Lessee agrees to erect and/or maintain a building on the leased premises with a minimum finished floor height at least six (6) inches above the finished grade of the taxiway nearest the front of the building.

21. Taxiway Access: The Lessee is prohibited from operating automobiles on principal runways or taxiways.

22. Parking: Automobile parking must be on designated areas of the airport or on the leased premises in such a manner as to not interfere with aircraft operations on taxiways or taxiways.

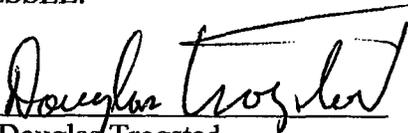
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of May, 2018, in the City of New Richmond, St. Croix County, Wisconsin.

LESSOR:



Michael Demulling
Airport Manager

LESSEE:



Douglas Trogstad

HANGAR 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, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and Lone Star Aviation, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the 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: Aircraft storage, aviation related equipment storage, and conducting aviation related activities,

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

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: Lot 1, Row 19 of the Airport Layout Plan - New Richmond Regional Airport. Leased Property equals 19,200 square feet (80' x 240')

2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the applicable requirements of the State of Wisconsin and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.

3. Terms: The term of this lease shall be for a maximum of twenty (20) years commencing on July 1, 2010 and ending on June 30, 2030.

4. Rent: The Lessee agrees to pay to 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 \$1,920.00, payable on July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment at the end of each three year period of this lease, provided that any readjustment of said present rates, or as same may be amended hereafter, shall be reasonable.

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, all equipment necessary for the safe hangaring of the Lessee's aircraft, 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 airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

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. The Lessee acknowledges receipt of a copy of section 14-101 through 14-126 of the Code of Ordinances for the City of New Richmond.

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, his 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 he will deposit with the Lessor a policy of comprehensive liability insurance upon 30 days written notice from the Lessor.

9. Maintenance of Premises: The Lessee shall maintain the structures occupied by him and the surrounding land premises in good order and make repairs as necessary. No outside storage shall be permitted except with the written approval of the Airport Commission. 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 condition; 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 this agreement.

11. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. Signs: The Lessee agrees that no signs or advertising matter be erected without the consent of the Lessor.

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

- a. Failure to pay rent or taxes within 30 days after due date;
- b. The filing of a petition under Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d. The making of an assignment for the benefit of creditors without the prior written consent of the Lessor;
- e. 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.

14. Title: Title to the buildings erected by the Lessee shall remain with the Lessee and shall be 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.

15. Snow Removal: The Lessor agrees to provide no snow removal to the leased premises.

16. 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.

17. Airport Development: The Lessor reserves the right to further develop or improve the aircraft operations area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. Subordination Clause: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States 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 stated funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States or the State of Wisconsin.

19. 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 be final and binding on the parties.

20. Floor Height: The Lessee agrees to erect and/or maintain a building on the leased premises with a minimum finished floor height at least six (6) inches above the finished grade of the taxiway nearest the front of the building.

21. Taxiway Access: The Lessee is prohibited from operating automobiles on principal runways or taxiways.

22. Parking: Automobile parking must be on designated areas of the airport or on the leased premises in such a manner as to not interfere with aircraft operations on taxiways or taxiways.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
7 day of March, 2018, in the City of New Richmond,
St. Croix County, Wisconsin.

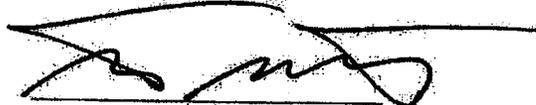
LESSOR:



Michael Demulling
Airport Manager

LESSEE:

TW Equities

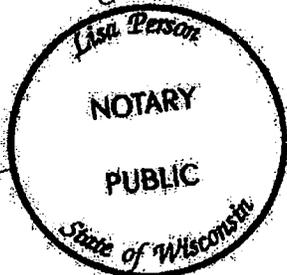


3/7/18

On 3/7/18, Todd Westley for TW Equities
signed this document in front of me:

Notary Public
St. Croix County
State of WI

Lisa Person
Lisa Person



HANGAR 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, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and Darin A. Skopek and Lisa L. Skopek, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the New Richmond Municipal 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: Aircraft storage, aviation related equipment storage, and conducting aviation related activities

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

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: Lot 2, Row 11 of the Airport Layout Plan - New Richmond Regional Airport. Leased Property equals 5476 square feet

2. Hangar Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the applicable requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.

3. Terms: The term of this lease shall be for a maximum of twenty (20) years commencing on July 1, 2010 and ending on June 30, 2030.

4. Rent: The Lessee agrees to pay to 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 \$547.60, payable on July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment at the end of each three year period of this lease, provided that any readjustment of said present rates, or as same may be amended hereafter, shall be reasonable.

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, all equipment necessary for the safe hanging of the Lessee's aircraft, 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 airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

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. The Lessee acknowledges receipt of a copy of section 14-101 through 14-126 of the Code of Ordinances for the City of New Richmond

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, his 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 he will deposit with the Lessor a policy of comprehensive liability insurance upon 30 days written notice from the Lessor.

9. Maintenance of Premises: The Lessee shall maintain the structures occupied by him and the surrounding land premises in good order and make repairs as necessary. No outside storage shall be permitted except with the written approval of the Airport Commission. 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 condition; 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 this agreement.

11. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. Signs: The Lessee agrees that no signs or advertising matter be erected without the consent of the Lessor.

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

a. Failure to pay rent or taxes within 30 days after due date;

b. The filing of a petition under Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;

c. The commencement of a proceeding for dissolution or for the appointment of a receiver;

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

e. 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.

14. Title: Title to the buildings erected by the Lessee shall remain with the Lessee and shall be 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.

15. Snow Removal: The Lessor agrees to provide no snow removal to the leased premises.

16. 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.

17. Airport Development: The Lessor reserves the right to further develop or improve the aircraft operations area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. Subordination Clause: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States 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 stated funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States or the State of Wisconsin.

19. 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 be final and binding on the parties.

20. Floor Height: The Lessee agrees to erect and/or maintain a building on the leased premises with a minimum finished floor height at least six (6) inches above the finished grade of the taxiway nearest the front of the building.

21. Taxiway Access: The Lessee is prohibited from operating automobiles on principal runways or taxiways.

22. Parking: Automobile parking must be on designated areas of the airport or on the leased premises in such a manner as to not interfere with aircraft operations on taxiways or taxiways.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals this 15th day of May 2018, in the City of New Richmond, St. Croix County, Wisconsin.

LESSOR:

Michael Demulling
Airport Manager

LESSOR:
Darin Skopek
Darin Skopek
Lisa Skopek
Lisa Skopek

HANGAR 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, State of Wisconsin, a municipal corporation, hereinafter called the Lessor, and Robert Perkins, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor owns and operates an airport known as the New Richmond Municipal 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: Aircraft storage, aviation related equipment storage, and conducting aviation related activities

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

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: Lot 3, Row 3 of the Airport Layout Plan - New Richmond Regional Airport. Leased Property equals 2900 square feet**
2. **Hangar Construction:** The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the applicable requirements of the Wisconsin Department of Commerce and pertinent provisions of any local ordinances in effect. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction.
3. **Terms:** The term of this lease shall be for a maximum of twenty (20) years commencing on July 1, 2010 and ending on June 30, 2030.
4. **Rent:** The Lessee agrees to pay to 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 **\$290.00**, payable on July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to re-examination and readjustment at the end of each three year period of this lease, provided that any readjustment of said present rates, or as same may be amended hereafter, shall be reasonable.

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, all equipment necessary for the safe hangaring of the Lessee's aircraft, 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 airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

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. The Lessee acknowledges receipt of a copy of section 14-101 through 14-126 of the Code of Ordinances for the City of New Richmond

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, his 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 he will deposit with the Lessor a policy of comprehensive liability insurance upon 30 days written notice from the Lessor.

9. Maintenance of Premises: The Lessee shall maintain the structures occupied by him and the surrounding land premises in good order and make repairs as necessary. No outside storage shall be permitted except with the written approval of the Airport Commission. 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 condition; 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 this agreement.

11. Taxes: The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. Signs: The Lessee agrees that no signs or advertising matter be erected without the consent of the Lessor.

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

- a. Failure to pay rent or taxes within 30 days after due date;
- b. The filing of a petition under Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or an arrangement;
- c. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- d. The making of an assignment for the benefit of creditors without the prior written consent of the Lessor;
- e. 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.

14. Title: Title to the buildings erected by the Lessee shall remain with the Lessee and shall be 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.

15. Snow Removal: The Lessor agrees to provide no snow removal to the leased premises.

16. 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.

17. Airport Development: The Lessor reserves the right to further develop or improve the aircraft operations area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee.

18. Subordination Clause: This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States 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 stated funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by these agreements with the United States or the State of Wisconsin.

19. 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 be final and binding on the parties.

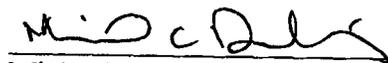
20. Floor Height: The Lessee agrees to erect and/or maintain a building on the leased premises with a minimum finished floor height at least six (6) inches above the finished grade of the taxiway nearest the front of the building.

21. Taxiway Access: The Lessee is prohibited from operating automobiles on principal runways or taxiways.

22. Parking: Automobile parking must be on designated areas of the airport or on the leased premises in such a manner as to not interfere with aircraft operations on taxiways or taxiways.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of May, 2018, in the City of New Richmond, St. Croix County, Wisconsin.

LESSOR:



Michael Demulling
Airport Manager

LESSEE:



Robert Perkins



TO: Mayor Fred and City Council Members

FROM: Mike Darrow, City Administrator

DATE: July 3, 2018

RE: VFW Project Update

This agenda item was previously tabled during the June 25th work session. Below is the original memo and corresponding documents from the June work session.

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

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

1. Approval of land- The Park Board has formally recommended donating approximately 5 acres of land to the City for the purpose of VFW.
 - a. The City Council should consider this question on May 30, 2018.
 - b. Utilizing land for the purposes of a not-for-profit would be consistent with other projects. NR Golf Course, Centre, Hockey Association, etc.
2. Consider Funding- Funding of the project, in the opinion of staff has several issues that should be considered prior to a financial commitment.
 - a. The proposed funding process as sought by the VFW would be considerably different than city projects of the past. Beyond a \$200,000 financial commitment, the VFW is also seeking staff support for the project as well as long-term operational and management support once the building is completed. In the case of the Centre and New Richmond Golf Course, which are both located on city land, operational costs, programming and management are the responsibilities of those agencies.
 - b. When considering financial support, the City should consider not just the initial \$200,000 funding, but the short and long-term in-kind (grant assistance, public works assistance, equipment, maintenance staff, etc.) needed to support this project. We anticipate that over the course of the next 10-years, as outlined by the VFW, there will

be a considerable amount of city resources utilized. To that end, a financial agreement should be utilized and approved prior to formal action on the \$200,000.

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

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

Consideration

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

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

1. This authorization would be consistent with the Park Boards recommendation to the City Council.
2. Authorization of a donation of land would be consistent with other not-for-profits within the City of New Richmond.
3. Funding of the project would be the responsibility of the VFW prior to formal appropriation of city funds. Staff is recommending that prior to city funds and/or staff resources and city

equipment, the VFW will need formal approval from the federal government as well as confirmation of 75% of funds for the project.

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

DEPARTMENT OF WISCONSIN

VETERANS OF FOREIGN WARS OF THE UNITED STATES



Office of Mike Borg, Commander

P.O. Box 6128 • Monona, Wisconsin 53716-6128

4622 Dutch Mill Road, Madison, Wisconsin 53716

Phone: 608-221-5276 • Fax: 608-221-5277

E-mail: cdr@wi.vfwwebmail.com • Website: vfwofwi.com

Fred Horn, Mayor
City of New Richmond
215 North Third Street
New Richmond, WI 54017

December 21, 2015

David Greene
Commander, VFW Post 10818
1427 County Road K
New Richmond, WI 54017

The Department of Wisconsin Veterans of Foreign Wars grants permission for the New Richmond VFW Post 10818 to proceed with a proposal to enter into a lease agreement with the City of New Richmond for a 99 year lease agreement for a 3-5 acres of land in Freedom Park with the following three (3) provisions.

1. That any final agreement between VFW Post 10818 and the City of New Richmond be subject to review by the Department of Wisconsin Veterans of Foreign Wars before execution.
2. That it be made clear that, in accordance with National By-Laws, neither the Department of Wisconsin Veterans of Foreign Wars nor the Veterans of Foreign Wars National Organization will share in any financial responsibility with respect to the acquisition, construction, financing or operational expenses of this or any VFW Post 10818 project.
3. That all provisions of Veterans of Foreign Wars National By-Laws and Manual of Procedure are properly followed.

Signed:

Michael I. Borg
Michael Borg

State Commander

VFW Department of Wisconsin

Attesting:

Joseph Hines
Joseph Hines

State Adjutant

VFW Department of Wisconsin



DEPARTMENT OF WISCONSIN
P.O. Box 6128 | Monona, WI 53716-0128
4622 Dutch Mill Road | Madison, WI 53716
1.608.221.5276 | www.vfwwi.org

VETERANS OF FOREIGN WARS OF THE UNITED STATES

Commander Jasen Pomroy
1242 20th Ave
New Richmond, WI 54017

June 4, 2018

Dear Commander,

I grant permission to purchase the 5.1 acres in New Richmond, Wisconsin from the municipality. Take all necessary and appropriate actions to move forward on your project.

Best regards,

A handwritten signature in black ink that reads "John Schultz". The signature is written in a cursive, flowing style.

John Schultz
Commander
Department of Wisconsin



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

TO: Mayor and City Council Members

FROM: Beth Thompson, Community Development Director

DATE: July 2, 2018

RE: Ordinance Approval – Comprehensive Plan

Background

Over the last year and a half the community, city staff and consultants have been working on a community action comprehensive plan. At last month's meeting, the City Council recognized the members of the CAP group and approved the comprehensive plan based on the changes presented from the public and city staff.

Wis. Stat. 66.1001(4)(c) requires the adoption of an ordinance before the comprehensive plan can take effect. Attached is the ordinance created by our City Attorney, Nick Vivian.

The final comprehensive plan can be found on the city's website at www.newrichmondwi.gov for your review.

Recommendation

City Attorney and City staff is recommending approval of the ordinance approving the Comprehensive Plan.

ORDINANCE NO. 520

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

**AN ORDINANCE ADOPTING THE
CITY OF NEW RICHMOND'S COMPREHENSIVE PLAN**

WHEREAS, the City of New Richmond ("City") has diligently prepared and drafted its Comprehensive Plan (the "Plan") to guide the City's physical, social, and economic development; and

WHEREAS, the City received input from the public and other governmental entities, pursuant to Section 66.1001(4), subparagraphs (a) and (b) of the Wisconsin Statutes; and

WHEREAS, the Plan contains within it all elements required by Section 66.1001(2) of the Wisconsin Statutes; and

WHEREAS, the City held a duly noticed public hearing, pursuant to Section 66.1001(4), subparagraphs (d) and (e) of the Wisconsin Statutes; and

WHEREAS, the Plan benefits the public health, safety, comfort and general welfare of the people the City of New Richmond; and

WHEREAS, it is in the best interest of the City to adopt the Plan; and

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

1. Adoption of Comprehensive Plan. The Common Council of the City adopts the City of New Richmond 2040 Comprehensive Plan.

State Law reference— Wis. Stats., Section 66.1001

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

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

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk



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, Management Analyst
Tanya Batchelor, City Clerk

DATE: July 3, 2018

SUBJECT: Ordinance Chapter 6 Amendments

BACKGROUND

Noah and I have been reviewing Chapter 6 of the City Ordinances. The City Council approved an amendment to the Class A license quota at their meeting on November 14, 2016 and requested staff bring back a policy for issuing these licenses. As part of our review of Chapter 6, we have added criteria for issuing the Class A licenses. There are a few other revisions in this chapter to make the things more clear and correct grammatical errors. Nick Vivian, City Attorney, has reviewed the additions and corrections, as well as Alderman Ard and Jackson. All additions and corrections are shown in red on the attached document. The amendments were discussed at the June work session as a first reading.

ACTION REQUESTED

We recommend approval of the ordinance as proposed.

ORDINANCE NO. 521
City of New Richmond
Ordinance Section 6 Revisions

The Common Council of the City of New Richmond Does Ordain as follows:
Ordinance Section 6 is hereby repealed in its entirety and amended.
(A complete copy is on file in the Clerk's Office)

Passed and adopted by the City Council for the City of New Richmond this 9th day of July, 2018.

Fred Horne, Mayor

ATTEST:

Tanya Batchelor, City Clerk

Chapter 6 - ALCOHOL BEVERAGES

ARTICLE I. - IN GENERAL

Sec. 6-1. - State statutes adopted.

The provisions of Wis. Stats. ch. 125 are hereby adopted by reference and made a part of this chapter as if fully set forth herein. Definitions in such chapter apply to this chapter.

Sec. 6-2. - Penalties.

- (a) Forfeitures for violations of Wis. Stats. §§ 125.07(1)—(5) and 125.09(2), adopted by reference in Section 6-1, shall conform to the forfeiture penalty permitted to be imposed for violations of the comparable State statute, including any variations or increases for subsequent offenses.
- (b) Any person who shall violate any provision of this chapter of the City, except as otherwise provided in Subsection (a) of this section or who shall conduct any activity or make any sale for which a license is required without a license, shall be guilty of an offense.

Sec. 6-3. - Events for underage persons on licensed premises.

The presence of underage persons on a licensed premises as provided under Wis. Stats. § 125.07(3)(a) shall be subject to the following:

- (1) The licensee or agent of a corporate licensee shall notify the Police Department at least 48 hours in advance of the date of any event at which underage persons will be present on the licensed premises. Each such nonalcohol event notice shall specify the date on which the event is to occur and the time of commencement. All notices shall be filed with the Police Department during normal working hours (8:00 a.m. to 4:30 p.m., Monday through Friday) and shall be given on forms prescribed by the Department. After a nonalcohol event notice has been given, the licensee may cancel an event only by giving like notice to the Department in accordance with the provisions of this subsection. Regardless of the date given, all notices shall expire and be deemed cancelled no later than the date of expiration or revocation of the applicable retail Class "B" or "Class B" license.
- (2) During the period of any nonalcohol event a notice card prescribed by the Police Department shall be posted at all public entrances to the licensed premises notifying the general public that no alcohol beverages may be consumed, sold or given away on or carried into the licensed premises during the event. Such notice cards shall be made available by the Department to a requesting licensee.
- (3) Once a nonalcohol event has commenced, no alcohol beverages may be consumed, sold or given away on or carried into the licensed premises until the next day following the closing

Secs. 6-4—6-25. - Reserved.

ARTICLE II. - ESTABLISHMENT LICENSES¹¹

Footnotes:

--- (1) ---

State Law reference— Alcohol beverage licenses, Wis. Stats. § 125.04 et seq.

Sec. 6-26. - License required.

No person, firm or corporation shall vend, sell, deal or traffic in or have in his possession with intent to vend, sell, deal or traffic in or, for the purpose of evading any law or ordinance, give away any

intoxicating liquor or fermented malt beverage in any quantity whatsoever, or cause the same to be done, without having procured a license as provided in this article nor without complying with all the provisions of this article, and all statutes and regulations applicable thereto, except as provided by Wis. Stats. ch. 125.

Sec. 6-27. - License classes.

- (a) *Generally.* The City shall issue all classes of licenses that Wis. Stats. ch. 125 authorizes the City to issue, subject to the restrictions in this article.
- (b) *Retail "Class B" intoxicating liquor license.* A retail "Class B" intoxicating liquor license, when issued by the **City Clerk** under authority of the Common Council, shall permit its holder to sell, deal and traffic in intoxicating liquors to be consumed by the glass only on the premises so licensed and in the original package or container in multiples not to exceed four liters at any one time, to be consumed off the premises, except that wine may be sold in the original package or otherwise in any other quantity to be consumed off the premises. Such a license when issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers only on the premises where sold and also authorizes the sale of wine in the original package or container to be consumed off the premises where sold, but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine.
- (c) *Temporary Class "B" fermented malt beverage license; application.* Application for such license shall be signed by the President or corresponding officer of the society or association making such application and shall be filed with the **City Clerk** together with the appropriate license fee for each day for which the license is sought. Any person fronting for any group other than the one applied for shall be guilty of an offense and will be ineligible to apply for a temporary Class "B" license for one year. The license shall specify the hours and dates of license validity. The application shall be filed a minimum of 15 days prior to the meeting of the Common Council at which the application will be considered for events of more than three consecutive days. If the application is for a license to be used in a City park, the applicant shall specify the main point of sale facility.
- (d) *Temporary "Class B" wine license; application.* Application for such license shall be signed by the President or corresponding officer of the society or association making such application and shall be filed with the **City Clerk** together with the appropriate license fee for each day for which the license is sought. Any person fronting for any group other than the one applied for shall, upon conviction thereof, be guilty of an offense and will be ineligible to apply for a temporary "Class B" wine license for one year. The license shall specify the hours and dates of license validity. If the application is for a license to be used in a City park, the applicant shall specify the main point of sale facility.
- (e) *Reserve "Class B" license quota.*
 - (1) The number of "Class B" intoxicating liquor licenses authorized to be issued by the City on December 1, 1997, per Wis. Stats. § 125.51(4)(1995—1996) was 12.
 - (2) The number of Reserve "Class B" licenses authorized by Act 27, Wisconsin Legislature 1997, as of December 1, 1997, was zero licenses. The number of Reserve "Class B" licenses available October 1998 in the City was one. There is a one-time initial issuance fee in addition to the annual fees. Bona fide clubs or lodges situated and incorporated in the State for at least six years that apply for Reserve "Class B" licenses are exempt from the minimum initial issuance fee and need only pay the regular annual fee. Reserve "Class B" licenses differ from regular "Class B" licenses; they cannot be transferred to another place or premises within the City.
 - (3) The number of Reserve "Class B" licenses is to be adjusted based on the increase in population as determined by the Department of Administration. The base population as of December 1, 1997, was 5,874. The 1998 population set by the Department of Administration for October 1998 was 5,985. The increase of 111 in population allows one Reserve "Class B" license. (An increase in population of 500 or fraction thereof allows one Reserve "Class B" license.) However, after that increase, the next increase in the number of Reserve "Class B"

licenses will occur only after the City's population increases by 500 over the population estimate given in October 1998.

DATE	12-1-97	1998	+500	+500	+500	+500	+500	+500
DOA Population Estimate	5,874	5,985	6,485	6,985	7,485	7,985	8,485	8,985
Number of Reserve "Class B" Licenses Authorized to be Issued	0	1	1	1	1	1	1	1
Total Number of "Class B" Licenses Authorized to be Issued	12 Reg	12 Reg 1 Res	12 Reg 2 Res	12 Reg 3 Res	12 Reg 4 Res	12 Reg 5 Res	12 Reg 6 Res	12 Reg 7 Res

DATE	2017	+1,750	+1,750	+1,750	+1,750
DOA Population Estimate	8,909	10,659	12,409	14,159	15,909
Number of "Class A" or Class "A" Licenses Authorized to be Issued	5	1	1	1	1
Total Number of licenses to be issued	5	6	7	8	9

- (f) *Class "A" (fermented malt beverage) and "Class A" (intoxicating liquor) license restrictions.* It is the intent of the Common Council and purpose of this provision to provide for a high level of supervision and security in the storage and retail sale of intoxicating beverages under a Class "A" fermented malt beverage license and/or a "Class A" intoxicating liquor license. The purposes include, but are not limited by enumeration, to restrict access of minors, prevent shoplifting, and provide for only licensed clerks or those directly under the supervision of the licensee, to supervise checkout areas so that proper identification and age of purchaser is made by sales clerks.
- (1) In addition to other applicable requirements, no "Class A" retail intoxicating liquor license nor any Class "A" retail fermented malt beverage license shall be issued when the licensee operates other retail businesses open to the public (such as grocery stores or convenience stores) unless the following requirements are met:
- Retail sales are contained in a separate secure portion of the facility which has a separate public access door to the outside of the building.
 - Separate checkout facilities are used in the area specified in Subsection (1) above.
 - Only properly licensed salespeople are operating sales and checkouts.
 - The licensed premises shall be restricted to the area of storage and the area where the intoxicating liquor is displayed for sale.
 - Storage of intoxicating liquor/fermented malt beverages shall be in a separate, secured portion of the business and shall not be accessible to the public. Such storage must be in a locked, secured area and be accessible only by the licensee or under the licensee's supervision. Access by underage individuals to this secured storage area is prohibited.

- f. Advertising of alcoholic beverages shall only be allowed in the nonsecured portion of the business, under the following conditions:
 - 1. Weekly newspaper ad with liquor/beer/wine ad included can be posted in-store in one location at the front of the business and/or these can be available to customers.
 - 2. In-store hand bill with liquor/beer/wine ad may be available for customer pickup at courtesy counter area only.
- g. The "Class A" license holder must file, with the City of New Richmond, a formally documented procedure that includes a discipline procedure for employees that unlawfully sell intoxicating liquors or fermented malt beverages to underage persons. This policy shall be part of the application and taken into consideration by the Council in determining whether or not to grant a "Class A" intoxicating liquor license or Class "A" fermented malt beverage license.
- h. During all hours that the premises are open for sale, there shall be a duly licensed operator on the licensed premises.
- i. Entrances. There shall be no entrances or access between the licensed premises and any other retail businesses open to the public. The entrance described in Subsection (1) above shall be the only public access to the licensed premises.
- j. Video system required. Businesses that have been issued either a Class "A" fermented malt beverage or "Class A" intoxicating liquor license shall be required to install, operate and maintain a digital recording system, capable of digitally recording the sales area involved in the sale of fermented malt beverage and intoxicating liquor. The recording system must cover the area of the checkout, to include the facial area of the individual purchasing the beverage.

State Law reference— License classifications, Wis. Stats. §§ 125.25, 125.26, 125.51.

Sec. 6-28. - License fees.

The fees to be paid to the City for alcohol liquor licenses shall be as established by fee schedule resolution.

State Law reference— Alcohol liquor license fees, Wis. Stats. §§ 125.25(4), 125.26(4), 125.51(2)(d), 125.51(2)(3m)(e).

Sec. 6-29. - Application for license.

- (a) *Contents.* Application for a license to sell or deal in intoxicating liquor or fermented malt beverages shall be made on the form prescribed by the Wisconsin Department of Revenue and sworn to by the applicant as provided by Wis. Stats. § 887.01 to 887.04, and shall be filed with **the City Clerk** not less than 15 days prior to the granting of such license. The premises shall be physically described to include every room and storage space to be covered by the license, including all rooms not separated by a solid wall or joined by connecting entrances.
- (b) *Corporations and Limited Liability companies.* Such application shall be filed and sworn to by the applicant if an individual, by the president and secretary of a corporation **or limited liability company. All corporations or limited liability companies must appoint an agent. The agent must be approved by the municipality. In addition to meeting the age, arrest or conviction record and residency requirements, "the agent must, with respect to character, record and reputation, be satisfactory to the issuing authority."** Sec. 125.04(6)(a)1.
- (c) *Publication.* The **City Clerk** shall publish each application for a Class "A", Class "B", "Class B", or "Class C" license. There is no publication requirement for temporary Class "B" picnic beer licenses

under Wis. Stats. § 126.26, or temporary "Class B" picnic wine license under Wis. Stats. § 125.51(10). The application shall be published once in the official City newspaper, and the costs of publication shall be paid by the applicant at the time the application is filed, as determined under Wis. Stats. § 985.08.

- (d) *Amending application.* Whenever anything occurs to change any fact set out in the application of any license, such license shall file with the issuing authority a notice in writing of such change within ten days after the occurrence thereof.
- (e) *License quotas.* Retail intoxicating liquor and fermented malt beverage licenses issued by the Common Council shall be limited in number to the quota prescribed by state law. Class "A" and "Class A" licenses issued by the Common Council shall be limited in number to a quota set by the Common Council. **The City may issue one "Class A" and one Class "A" license for every 1,750 citizens in population. The population estimate issued by the Wisconsin Department of Administration in August of each year shall be used to determine when a license is available. Whenever a "Class A" or Class "A" license becomes available, the City Clerk shall publish a notice in the official newspaper that the alcohol beverage license is available, identifying the type of license and stating that additional information is available from the City Clerk's office. The Common Council shall not consider any applications for said liquor license until 15 days have elapsed from the date of the public notice and all applicants applying within that fifteen-day period have met the waiting period required under state law. All provisions of state law and the New Richmond City Code shall apply to the consideration of any liquor license applications.**

Sec. 6-30. - Investigation.

The **City Clerk** shall notify the Chief of Police, Health Officer, Fire Inspector and Building Inspector of each new application, and these officials shall inspect or cause to be inspected each application and the premises, together with such other investigation as shall be necessary to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances and laws applicable thereto, including those governing sanitation in restaurants, and whether the applicant is a proper recipient of a license. These officials shall furnish to the **City Clerk** in writing, who shall forward to the Common Council, the information derived from such investigation, accompanied by a recommendation as to whether a license should be granted or refused. No license shall be renewed without a re-inspection of the premises and report as originally required.

Sec. 6-31. - License issuance criteria.

- (a) No license shall be granted for operation on any premises or with any equipment for which assessments, forfeitures or other financial claims of the City are delinquent and unpaid.
- (b) No license shall be issued unless the premises conforms to the sanitary, safety and health requirements of the State Building Code, and the regulations of the State Board of Health and local Board of Health applicable to restaurants. The premises must be properly lighted and ventilated, must be equipped with separate sanitary toilet and lavatory facilities equipped with running water for each sex and must conform to all ordinances of the City.
- (c) Consideration for the granting or denial of a license will be based on the arrest and conviction record of the applicant, subject to the limitations imposed by Wis. Stats. §§ 111.321, 111.322, and 111.335.
- (d) **The Common Council may, but is not required to, issue fermented malt beverage, wine, and intoxicating liquor licenses as such licenses become available. In addition to the other criteria and conditions identified in City Code, the Common Council establishes the following criteria to be used in evaluating applications for said licenses, and any requests for transfer of any such licenses to a different location:**
 - 1) **The number of employees and creation of new jobs proposed by the applicant.**

- 2) The expansion of the tax base resulting from any new construction that may be associated with the application.
- 3) The adequacy of parking and ability of City departments to provide services to any new establishment, including emergency services vehicles.
- 4) Any adverse impact that the proposed premises may have upon adjoining neighborhoods or other businesses.
- 5) The number of alcohol beverage licensed establishments already operating in the area where the applicant seeks to establish a new alcohol beverage licensed business.
- 6) The proximity of the proposed alcohol beverage licensed business to other alcohol beverage licensed establishments in the area.
- 7) The potential future need for alcohol beverage licenses to be available in other areas of the City.
- 8) Any other relevant criteria or matters that may be appropriate under the individual circumstances of each application.

Sec. 6-32. - Granting of license.

- (a) Opportunity shall be given by the governing body to any person to be heard for or against the granting of any license. Upon the approval of the applicant by the Common Council, the **City Clerk** shall issue to the applicant a license, upon payment by the applicant of the license fee to the City, except as provided in Subsection (c) below. The full license fee shall be charged for the whole or fraction of any year.
- (b) If the Common Council denies the license, the applicant shall be notified in writing, by registered mail or personal service, of the reasons for the denial. The notice shall also inform the applicant of the opportunity to appear before the Common Council and to provide evidence as to why the denial should be reversed. In addition, the notice shall inform the applicant that the reconsideration of the application shall be held in closed session, pursuant to Wis. Stats. § 19.85(1)(b), unless the applicant requests such reconsideration be held in open session and the Common Council consents to the request. Such written notice shall be mailed or served upon the applicant at least ten days prior to the Common Council meeting at which the application is to be reconsidered.

Sec. 6-33. - License transfer.

Whenever a license is transferred, the **City Clerk** shall forthwith notify the Wisconsin Department of Revenue of such transfer.

State Law reference— License transfer, Wis. Stats. § 125.04(12).

Sec. 6-34. - Defacing licenses.

It shall be unlawful for any person to deface or destroy such license issued hereunder.

State Law reference— Posting licenses, Wis. Stats. § 125.04(10).

Sec. 6-35. - Conditions of license.

All retail Class "A", Class "B", "Class A" and "Class B" licenses granted hereunder shall be granted subject to the following conditions, and all other conditions of this section, and subject to all other ordinances and regulations of the City applicable thereto.

- (1) *Consent to entry.* Every applicant procuring a license thereby consents to the entry of police or other duly authorized representatives of the City at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of City ordinances or State laws, and consents to the introduction of such things and articles in evidence in any prosecution that may be brought for such offenses.
- (2) *Disorderly conduct.* Each licensed premises shall, at all times, be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
- (3) *Location restrictions.* No retail Class "A", Class "B", license shall be issued for premises, the main entrance of which is less than 300 feet from the main entrance of any established public school, parochial school, hospital or church. A temporary Class "B" license may be issued to a premises, the main entrance of which is less than 300 feet from the main entrance of any established public school, parochial school, hospital or church. Such distance shall be measured by the shortest route along the highway from the closest point of the maintenance entrance of such school, church or hospital to the main entrance to such premises. This subsection shall not apply to premises licensed as such on June 30, 1947, nor shall it apply to any premises licensed as such prior to the occupation of real property within 300 feet thereof by any school building, hospital building or church building. This subsection does not apply to any restaurant located within 300 feet of a church or school; this sentence applies only to restaurants in which the sale of alcohol beverages accounts for less than 50 percent of their gross receipts.
- (4) *Clubs.* No club shall sell or give away any alcohol beverages except to bona fide members and guests invited by members.
- (5) *Gambling.* Except as authorized by State law, no gambling or game of chance of any sort shall be permitted in any form upon any premises licensed under this article or the laws of the State.
- (6) *Credit sales.* No retail Class "A", Class "B", "Class A", "Class B", or "Class C" liquor, wine, or fermented malt beverage licensee shall sell or offer for sale any alcohol beverage to any person or persons by extending credit, except hotel credit extended to a resident guest or a club to a bona fide member. It shall be unlawful for such licensee or permittee to sell alcohol beverages to any person on a passbook or store order or to receive from any person any goods, wares, merchandise or other articles in exchange for alcohol beverages.
- (7) *Responsibility for actions of employee.* A violation of this article by a duly authorized agent or employee of a licensee or permittee under this article shall constitute a violation by the licensee. Whenever any licensee under this article shall violate any portion of this article, proceedings for the suspension or revocation of the license of the holder thereof may be instituted in the manner prescribed in this article.

Sec. 6-36. - Temporary fermented malt beverage or wine licenses.

A Temporary Class "B" Fermented Malt Beverage License or Temporary "Class B" Wine License authorizing the sale and consumption of beer and/or wine on City-owned property or privately-owned property may be authorized by the Common Council provided the following requirements are met:

- (1) *Eligibility standards.* The organization shall comply with the requirements of this section and Section 50-88. Members of an organization which are issued a temporary license and who are issued an operator's license for the event shall attend a pre-event informational meeting to learn what rules and regulations apply and what the responsibilities of the bartenders and organization will be.

- (2) *Postings.* All organizations issued a temporary license shall post in a conspicuous location at the main point of sale and at all remote points of sale a sufficient number of signs stating that no fermented malt beverage shall be served to any underage person without proper identification.
- (3) *Fences.* If necessary due to the physical characteristics of the site, the Common Council may require that organizations install a double fence around the main point of sale to control ingress and egress and continually station a licensed operator, security guard or other competent person at the entrance for the purpose of checking age identification. Where possible, there shall be only one point of ingress and egress. When required, the double fence shall be a minimum of four feet high and a minimum of six feet between fences.
- (4) *Underage persons.* No underage persons as defined by the State statutes shall be allowed to assist in the sale of fermented malt beverages or wine at any point of sale, nor shall they be allowed to loiter or linger in the area of any point of sale.
- (5) *Licensed operators.* A licensed operator shall be stationed at all points of sales at all times.
- (6) *Waiver.* The Common Council may waive or modify the requirements of this section due to the physical characteristics of the licensed site.
- (7) *Indemnification and insurance.* The applicant for a temporary fermented malt beverage or wine license may be required to indemnify, defend and hold the City and its employees and agents harmless against all claims, death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the license, the applicant may be required to furnish a Certificate of Comprehensive General Liability insurance with the City as a named insured in an amount deemed sufficient by the Common Council to so indemnify the City.

Sec. 6-37. - Revocation and suspension of licenses; abandonment.

- (a) *Procedure.* Whenever the holder of any license under this article violates any portion of this article or Section 50-88, proceedings for the revocation of such license may be instituted in the manner and under the procedure established by this section.
- (b) *Abandonment of premises.* Any licensee holding a license to sell alcohol beverages who abandons such business shall forfeit any right or preference he may have to the holding of or renewal of such license. Abandonment shall be sufficient grounds for revocation of any alcohol beverage license. The losing of the licensed premises for at least six months shall be prima facie evidence of the abandonment, unless extended by the Common Council. All persons issued a license to sell alcohol beverages in the City for which a quota exists limiting the number of such licenses that may be issued by the City shall cause such business described in such license to be operated on the premises described in such license for at least 150 days during the terms of such license, unless such license is issued for a term of less than 180 days, in which event this subsection shall not apply.
- (c) *License revocation and suspension.* License revocation or suspension procedures shall be as prescribed by Wis. Stats. ch. 125.

Sec. 6-38. - Construction of premises.

In the event that a license is approved and the premises has not yet been constructed, such license shall not be issued unless the applicant commences construction of the premises within six months and completes construction and obtains an occupancy permit within 12 months of the approval of the license. If the applicant fails to commence or complete construction as provided above, the license shall not be issued to the applicant.

Sec. 6-39. - Closing hours.

- (a) *Class "B" licenses.* No premises for which a "Class B" liquor, Class "B" fermented malt beverage, or "Class C" wine license has been issued shall be permitted to remain open for business for the sale of

liquor or fermented malt beverages or for any other purpose between the hours of 2:00 a.m. and 6:00 a.m., Monday through Friday, and 2:30 a.m. and 6:00 a.m., Saturday and Sunday. There shall be no closing hours on January 1.

- (b) *[Hotels and restaurants.]* Hotels and restaurants, the principal business of which is the furnishing of food or lodging to patrons, bowling alleys, indoor horseshoe-pitching facilities, curling clubs, golf courses and golf clubhouses may remain open for the conduct of their regular business but shall not sell liquor or malt beverages during the closing hours of Subsection (a) above.
- (c) *Carry out hours.* Between 9:00 p.m. and 9:00 a.m., no person may sell, remove, carry out, or permit to be removed or carried out from any premises having a "Class A" or Class "A" license, fermented malt beverages or intoxicating liquor in original unopened packages, containers or bottles or for consumption away from the premises.

Secs. 6-40—6-62. - Reserved.

ARTICLE III. - OPERATOR'S LICENSE²¹

Footnotes:

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State Law reference— Operators licenses, Wis. Stats. § 125.32(2).

Sec. 6-63. - Issuance procedure.

All applications for operator's licenses are subject to an investigation by the Chief of Police and/or other appropriate authority to determine whether the applicant and/or premises to be licensed complies with all regulations, ordinances and laws applicable thereto. The Police Department shall conduct an investigation of the applicant including, but not limited to, requesting information from the State, surrounding municipalities, and/or any community where the applicant has previously resided concerning the applicant's arrest and conviction record. Based upon such investigation, the Chief of Police shall recommend, in writing, to the Common Council approval or denial of the application. If the Chief of Police recommends denial, the Chief of Police shall provide, in writing, the reasons for such recommendation.

Sec. 6-64. - Term.

Standard operator's licenses issued under the provisions of this article shall be valid for a period of two years.

Sec. 6-65. - Fee; provisional or temporary licenses.

- (a) *Fee.* The fee for a standard operator's license or for a provisional operator's license shall be as established by resolution.
- (b) *Provisional operator's license.* The **City Clerk** may issue provisional operator's licenses in accordance with Wis. Stats. § 5.17(5). A provisional license may not be issued to any person who has been denied an operator's license by the Common Council. Following completion of the bartender awareness course and notification from the school, the license application will be presented to the Council, with the fee for the operator's license. If approved by the Council, the operator's license is issued for a two-year period.
- (c) *Temporary licenses.* The **City Clerk** may issue a temporary operator's licenses.

State Law reference— Operator license fees, Wis. Stats. §§ 125.17(3), 125.17(5)(c).

Sec. 6-66. - Operator's license issuance or denial.

- (a) After the Common Council approves the granting of an operator's license, the **City Clerk** shall issue the license. Such licenses shall be issued and numbered in the order they are granted and shall give the applicant's name and address and the date of the expiration of such license.
- (b) If the application is denied by the Common Council, the **City Clerk** shall, in writing, inform the applicant of the denial, the reasons therefore, and of the opportunity to request a reconsideration of the application by the Common Council in a closed session. Such notice must be sent by registered mail to, or served upon, the applicant at least ten days prior to the Council's reconsideration of the matter. At such reconsideration hearing, the applicant may present evidence and testimony as to why the license should be granted. If, upon reconsideration, the Board again denies the application, the **City Clerk** shall notify the applicant in writing of the reasons therefore. An applicant who is denied any license upon reconsideration of the matter, may apply to Circuit Court pursuant to Wis. Stats. § 125.12(2)(d), for review.
- (c) Consideration for the granting or denial of a license will be based on the arrest and conviction record of the applicant, subject to the limitations imposed by Wis. Stats. §§ 111.321, 111.322, and 111.335.
- (d) If a licensee is convicted of an offense substantially related to the licensed activity, the Common Council may act to revoke or suspend the license.

Sec. 6-67. - License display.

Each license issued under the provisions of this article shall be posted on the premises whenever the operator dispenses beverages or be in his possession, or carry a license card.

Sec. 6-68. - Revocation.

Violation of any of the terms or provisions of the State law or of this article relating to operator's licenses by any person holding such operator's license shall be cause for revocation of the license.

Sec. 6-69. - Operator's license required.

Operator's licenses; Class "A", Class "B", "Class A", "Class B" or "Class C" Premises. Except as provided under Wis. Stats. §§ 125.32(3)(b) and 125.07(3)(a)10, no premises operated under a Class "A", Class "B", "Class A", "Class B" or "Class C" license or permit may be open for business unless there is upon the premises the licensee or permittee, the agent named in the license or permit if the licensee or permittee is a corporation, or some person who has an operator's license and who is responsible for the acts of all persons serving any fermented malt beverages or intoxicating liquors to customers. An operator's license issued in respect to a vessel under Wis. Stats. § 125.27(2), is valid outside the municipality that issues it. For the purpose of this section, any person holding a manager's license under Wis. Stats. § 125.18, or any member of the licensee's or permittee's immediate family, other than the licensee, permittee or agent may serve or sell fermented malt beverages or intoxicating liquor under a Class "B", "Class B" or "Class C" license or permit unless he or she has an operator's license or is at least 18 years of age and is under the immediate supervision of the licensee, permittee, agent or a person holding an operator's license, who is on the premises at the time of the service. No person, including a member of the licensee's immediate family or permittee's immediate family, other than the licensee, permittee or agent may serve or sell fermented malt beverages or intoxicating liquor in any place operated under a Class "A" or "Class A" license unless he or she is at least 21 years of age and has an operator's license, or is at least 21 years of age and is under the immediate supervision of the licensee or agent or a person over 21 years of age holding an operator's license, who is on the premises at the time of the service.



CITY OF NEW RICHMOND
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MEMORANDUM

TO: Mayor Horne and City Council

FROM: Noah Wiedenfeld, Management Analyst

DATE: July 3, 2018

SUBJECT: Mayor's Appointment – Ben Kurth, Historic Preservation Commission

BACKGROUND

There are currently two vacancies on the Historic Preservation Commission. A local citizen named Ben Kurth has expressed an interest in serving on the Historic Preservation Commission. Ben might be a familiar face to some, as he recently volunteered with the Comprehensive Plan process. Ben and his wife, Heather, have lived in the City of New Richmond since 2017 and previously lived in Hammond for 15 years. Ben has worked in the field of architecture as a designer for more than 22 years, and has been with his current employer (TKDA Engineers Architects Planners – St. Paul, MN) since November of 2000.

RECOMMENDATION

The City Council should consider a formal motion to approve the Mayor's appointment of Ben Kurth to the Historic Preservation Commission.



TO: Mayor Fred Horne and City Council Members

FROM: Beth Thompson, Community Development Director
Rae Ann Ailts, Finance Director

DATE: July 2, 2018

RE: City Planner/Zoning Administrator Position

Background

The Community Development Team is tasked with marketing and promoting the City of New Richmond, Economic Development efforts along with business retention and expansions, one-call two clicks policy, attendance at all City Council meetings, Plan Commission meetings, neighborhood meetings, public open house meetings, planning and land use analysis, special use permits, variances, ordinance compliance, code enforcement, zoning administration, building inspection services and permitting. At the City Council session on June 11, 2018 the City Council approved the job description and posting for a City Planner and Zoning Administrator position. It was noted that City staff would not move forward with the hiring process, other than post for the position, for candidates until the sources of funding were presented to the Council at the July meeting.

Currently, the City utilizes a consultant for planning needs. The fees of the consultant are an expense to the City's general fund or they are passed through to developers. Below is a five year trend of planning costs. Over the last five years, an average of 49% of planning costs have been passed onto third parties resulting in an average of 51% of costs being expensed by the City.

Planning Cost Trend

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018(As of 5.31.18)</u>
Total Fees	\$19,967	\$26,779	\$27,161	\$34,912	\$11,766
Pass through	\$10,782	\$12,231	\$11,733	\$17,532	\$5,981
General Fund	\$9,185	\$14,548	\$15,428	\$17,380	\$5,785
Pass through %	54%	46%	43%	50%	51%
Expensed %	46%	54%	57%	50%	49%

The following assumptions were made as part of the Planning Position analysis:

- \$50,000 salary
- Start date of Mid-August 2018
- 40% of costs being passed along to third parties (note this is more conservative than the actual trend indicates)
- 5% increase in building & inspections fees from FY2018
- \$20K reduction in consulting fees

Projected costs for this position in 2018 and 2019:

	2018	2019
Salary	\$50,000	\$51,500
FICA & Retirement	\$7,625	\$7,777
Health & Benefits	\$19,389	\$19,418
Full Year Cost	\$77,014	\$78,695
Year 1 Cost (4.5 Months)	\$28,880	
Year 2 Costs		\$78,695

The expense of the planning position for 2018 can be fully offset through increased building and inspection revenues. Additionally, a large share of expenses will continue to pass through to developers.

In 2019, an in-house planning position is anticipated to increase costs by \$3,608 when netted against the consulting budget of \$20,000. However, we also anticipate further cost savings in the Community Development and Building Inspection budget by reducing contracted building inspections from \$45K to \$20K resulting in a net cost reduction of \$16K.

The below table outlines the proposed allocation and sources of funding for the position.

Sources of Funding	Allocation	2018 Budget	2018 Proposed	2019 Proposed
Pass through	40%		\$11,552	\$31,478
General Fund	30%	\$20,000	\$8,664	\$23,608
Storm Water Utility	15%		\$4,332	\$11,804
TID	15%		\$4,332	\$11,804
Total		\$20,000	\$28,880	\$78,695

Recommendations

Staff recommends City Council approves City staff to continue with the hiring process to interview and select the best candidate for the position in a salary range of \$50,000 - \$51,500.



TO: Mayor Fred Horne and City Council
FROM: Rae Ann Ailts, Finance Director
DATE: July 2, 2018
RE: Assessor Services

Background

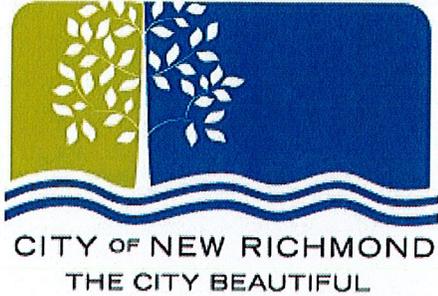
The municipal Assessor is responsible to discover, list and establish equitable and fair value of all real and personal non-manufacturing property in accordance with Wisconsin State Statutes. The City's contract for assessing services will end on December 31, 2018. As such, staff was directed during the June work session to draft a request for proposal (RFP) for assessing services for calendar years 2019, 2020 and 2021.

The draft RFP, attached to this memo requests proposal for maintenance assessment services for assessment years 2019-2021 with an option for revaluation services in 2020. Below is the estimated timeframe for issuance, review and award of the RFP:

July 10, 2018	Publication of RFP
August 20, 2018	Proposals are due
August 27-31, 2018	Interviews with firms
September 9, 2018	Recommendation to Council
January 1, 2019	Contract period starts

Recommendation

Staff recommend approval of the draft Request for Proposals for Assessment Services for publication.



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Request for Proposals (RFP) Assessment Services

SUMMARY

The City of New Richmond is seeking proposals from qualified assessment firms/individuals to provide annual assessment services for the City of New Richmond, Wisconsin, (hereafter, referred to as “City”) located in St. Croix County, for the 2019, 2020, and 2021 assessment rolls. The City is seeking a firm/individual to serve as its statutory assessor. The scope of work is to provide annual maintenance work in a competent, timely, efficient, cost-effective and customer service-oriented manner. The City anticipates a revaluation of will need to occur in 2020. Qualified assessment firms/individuals shall provide an option for revaluation of the municipality in 2020.

BACKGROUND

The City has a population of 8,909, and it is located in St. Croix County. The City’s 2017 Equalized Value (including manufacturing and TID) is \$717,356,800 with an assessment ratio for 2017 of 87.37%. The City has six active Tax Incremental Financing districts.

The City has the following parcel counts (from 2018 Statement of Assessment):

	<u>Total Land</u>	<u>Improvements</u>
Residential	3,554	2,913
Commercial	368	311
Manufacturing	31	7
Agricultural	84	0
Undeveloped	28	0
Agricultural Forest	5	0
Forest Lands	1	0
Agricultural homesite	3	3
Exempt	236	21
Total	4,267	3,251
Exempt Value for PFP (Public Fire Protection roll)	236	21

Personal Property Accounts: For 2018, 381 accounts, including 99 buildings on leased land and airport hangars. In addition, there is one mobile home parks located in the city, with a total of 27 home sites.

A city-wide market revaluation was completed in 2009.

The City of New Richmond has experienced steady residential growth in 2015 and 2016. The City has experienced increased residential growth over the last eighteen months with commercial growth remaining consistent. The City projects residential growth to continue at a rate of 3-4% annually.

City of New Richmond Building Permit and Value Table

	2018**	2017*	2016	2015
New Dwelling Permits	75	102	57	56
Other Permits	248	971	250	231
Total Permits	323	1,073	307	287
Construction Value				
Commercial	\$4,949,152	\$18,719,119	\$20,754,923	\$24,603,631
Residential	\$14,278,496	\$26,511,831	\$9,936,132	\$8,888,830
Total Construction Value	\$19,227,648	\$45,230,950	\$30,691,055	\$33,492,461

**There is a significant number of siding and roofing permits issued in 2017 and 2018 due to hail storm damage which occurred in June 2017.*

***2018 numbers are as of May 31, 2018*

Due Date of Proposal

Proposals must be received by August 20, 2018, by 12:00 p.m. The effective date for contract work to begin is January 1, 2019.

City of New Richmond
 Rae Ann Ailts, Finance Director
 156 E 1st Street
 New Richmond, WI 54017

Information Preparation

The costs of developing and submitting a proposal, discussions required to clarify items related to the proposal, and/or future interviews is entirely the responsibility of the applicant. All proposals and other information provided to the City become the property of the City. The City reserves the right to use such proposals and other material or information and any of the ideas presented therein without cost to the City.

Acceptance/Rejection Process

The City may schedule discussions with applicants submitting proposals if it becomes necessary to clarify elements of the proposal. The City will award the contract for assessment services based upon the proposal that the City determines is in the best interests of the City.

The City reserves the right to reject any and/or all proposals received. The City will reject any proposal that does not meet all of the terms, services, and conditions requested in this RFP.

Amendments and Withdrawal

The City reserves the right to amend or withdraw this RFP at any time at its sole discretion prior to the due date of the RFP. If it becomes necessary to amend any part of the RFP, an addendum will be provided. **Responders must include acknowledgment of all addenda as part of the RFP.** Any withdrawal is effective upon issuance of such notice.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this RFP, unless clearly and specifically noted in a subsequent contract between the City and the selected applicant.

Surveying Premises

Applicants are encouraged to carefully inspect the community and facilities of the City, and judge for themselves, the circumstances affecting the cost of the work and the time requirements for its completion. Failure to do so will not relieve the assessor of the obligation to furnish and perform the work, to carry out the provisions of the contract or to complete the contemplated work for the consideration set forth in the proposal in a timely manner.

Questions regarding desired services or general operations are to be directed to:

Rae Ann Ailts, Finance Director
156 E 1st Street
New Richmond, WI 54017
Phone: 715-246-4268
Email: railts@newrichmondwi.gov

Term of Engagement

This proposal is for the term beginning January 1, 2019 through December 31, 2021 the 2020 assessment roll (estimated on or before July 31, 2020). In addition, the bidder must be willing to answer questions/defend the tax roll if needed beyond the completion of the roll as needed.

TIME REQUIREMENTS

The following is a list of key dates up to and including the date proposals are due to be submitted:

Due date for proposals:	August 20, 2018
Selected firm notified (anticipated):	September 10, 2018
Coverage beginning date:	January 1, 2019

SCOPE OF WORK

SPECIFIC SERVICES REQUIRED

1. The assessor shall be responsible for all of the work performed to properly and professionally assess and defend values for the real and personal property of the City in accordance with applicable Wisconsin State Statutes and in full compliance with all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue. The individual shall be certified Assessor Level II. The individual designated as such shall be available to the City for the entire contract. Should the project supervisor be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval of the City.

The assessor shall be accountable and report to the City Administrator or his/her designee. The assessor shall meet with the City Administrator or designee on a regularly scheduled basis as applicable (not less than monthly) to discuss the progress of the work and to review the data and the reports completed. The City reserves the right to inspect the data and the progress of the work performed at any time without limitation.

2. The assessor and his/her City-approved designee(s) shall be available to address assessment related question during the City's hours of 7:30 am–4:30pm. The assessor is expected to respond to assessment issues within twenty-four hours. The assessor will be required to schedule and work with the City Clerk to post Open Book and Board of Review meetings. The assessor will be required to attend the Open Book and Board of Review meeting. In addition, the assessor may be required to attend city meetings as requested by the City Administrator.
3. The assessor shall oversee and assist in all assessment-related clerical duties and customer service, as needed.
4. The assessor will provide a phone number and email address for City officials to contact the assessor during regular business hours, Monday through Friday, and shall return calls and emails within twenty-four (24) hours.
5. The assessor will conduct in the field review and assessment of all properties that were under partial construction as of January 1st of the previous year.
6. The assessor will conduct in the field review and assessment of new construction as of January 1st of the current year.
7. The assessor will conduct in the performance of interior inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling, and additions.
8. The assessor will conduct in the field visit and measurement of all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits.

9. The assessor will conduct in the field review, as deemed necessary, for properties that have been sold, for which a building permit has not been issued.
10. The assessor will be diligent in discovering and assessing all personal property. Assessor will conduct in the field visit of all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. Assessor will cross reference personal property account with the corresponding real property and parcel number.
11. The assessor will be responsible for mailing of State approved Personal Property Forms to all holders of personal property in the City by January 15th of each year, audit the returned forms, and place the new values in the assessment roll. Assessor will be responsible to collect the name and address of each personal property contact person, separate from the business name. The assessor shall keep on file in the office a doomage listing prior to open book review.
12. The assessor will be responsible for the accounting of all buildings destroyed or demolished.
13. The assessor will be responsible for implementing the of use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.
14. The assessor will be responsible for determining whether an organization or individual meets the requirements for exemption from property tax, and will mail written determinations to owners when requests are received.
15. The assessor will assist in the processing of parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps, and any other land divisions – forwarding any changes to the City's GIS Analyst.
16. The assessor will take digital photographs of new construction on or about January 1st annually, and also during the review process if needed.
17. The assessor will maintain and annually update property owner lists, with current name and address changes.
18. The assessor will validate sales and provide assessment data through the Department of Revenue PAD System, and recording of sales information to property record cards electronically.
19. The assessor will annually update all property owner information with new legal descriptions electronically.
20. The assessor be responsible to mail Notice of Assessment to property owners and others as required by Wisconsin Statute.
21. The assessor shall notify the City Clerk for the publication of open book and Board of Review notices prior to open book – at least 40 days prior to a revaluation year, or 25

days in a maintenance year.

22. The assessor will work with the City Clerk who is statutorily responsible for scheduling and coordinating the annual Board of Review proceedings. The assessor will conduct open book sessions in accordance with Wisconsin State Statutes. Assessor shall prepare written hearings, incorporating record of open book contacts to file with the State required AAR (Annual Assessor's Report).
23. The assessor will prepare an annual report of assessment roll changes for the Board of Review. The assessor shall update the City's assessment computer records within fourteen (14) days of the final adjournment of the Board of Review. The assessor shall oversee updating the City's assessment computer data. Assessment roll summaries and totals shall be forwarded to the City Clerk, Finance Director, City Administrator, necessary County and State representatives.
24. The assessor will attend the Board of Review hearings, serve as City staff at the hearings and defend the assessor's valuations and work products. The assessor will promptly and adequately follow up and respond to any appeals made at the Board of Review assessment modifications as approved.
25. The assessor will be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.
26. The assessor will value all mobile homes in parks as required by law.
27. The assessor will value all airport hangers and buildings on leased land as required by law.
28. The assessor will complete the coordination with the Register of Deeds/ Real Property Listing offices of St. Croix County to facilitate the digital and manual transfer of data and values.
29. The assessor will ensure all exempt properties are assessed at market values for purposes of PFP (Public Fire Protection) and for future reference.
30. The assessor shall also perform all other duties incidental to the normal duties of the assessor, including, but not limited to, generating a report for the business improvement district (BID), reports necessary for the tax incremental financing districts (TIDS), coordinating payments in lieu of tax and a top taxpayer report with the Finance Department, tracking omitted property values for future rolls, work associated with ag use conversion notices, and municipal boundary agreements.
31. All assessment files and records created and data collected by the assessor shall remain the property of the City. Records removed for work in progress shall be returned to the City offices.
32. The assessor shall communicate openly and in a timely manner with proper City personnel and the public regarding assessment matters. The assessor is encouraged to interface with the business and residential community to provide greater clarity of the

assessor's role in the property taxation and valuation process.

33. The assessor is expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
34. All assessment personnel shall carry proper photo identification provided by the city to assure the public of their identity and purpose for gaining access to private property.
35. The assessor is not permitted to assign, subcontract, or transfer the work without the written permission of the City.
36. All personnel providing services requiring Wisconsin Department of Revenue Certifications shall be actively certified and in compliance with Wisconsin Statute Chapter 73.09 as prescribed in the Wisconsin Property Assessment Manual.
37. The assessor will provide and update the City with a listing of all personnel assigned. All personnel shall be approved by the City. Copies of each employee's certificate shall be supplied to the City.
38. The assessor shall review any complaint relative to the conduct of his/her employee(s). If the City deems the performance of any of the assessor's employees to be unsatisfactory, the assessor shall remove such employee(s) from working for the City upon written request from the City.
39. The assessor shall maintain insurance coverage to protect against claims, demands, actions, and causes of action arising from any act, error, or omission of the assessor, their agents and employees in the execution of work. Further, the assessor shall be responsible for any and all of their agents while performing acts under the terms of this contract. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the City, listing the City as an additional insured.
Limits of Liability shall not be less than:
 - a. Workers compensation statutory limits
 - b. Comprehensive general liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit
 - c. Comprehensive auto liability, including property damage and non-ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit
40. The assessor agrees to carry proper and sufficient insurance to cover loss of the City's records, as well as assessor's records in process under this agreement, which are in possession of the assessor. The assessor shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the City.
41. The assessor shall be responsible for the proper completion of the assessment roll in accordance with State law. Final assessment figures for each property shall be provided by the assessor to the Register of Deeds/Land Description office of St. Croix County. All necessary measures and cooperation shall be exercised to balance said roll between the county and assessor. The assessor shall prepare and submit the Municipal Assessment

Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.

42. It is the responsibility of the Assessor to produce and present the Annual Assessment Report (AAR) as required by the Wisconsin Department of Revenue.
43. The assessor shall insure that employees maintain strict confidence regarding all privileged information received by reason of this contract. Disclosure of this or any appraisal information to any individual, firm, or corporation other than appropriate public officials or their authorized agents is expressly prohibited.
44. The assessor shall be required to execute a contract with the City that incorporates the information included in this RFP.
45. All work of the Assessment Service shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the Municipality.

ASSESSMENT SOFTWARE

The City of New Richmond utilizes Market Drive software for assessment roll work. City will give preference to the firm/individual who possesses knowledge and experience in Mark Drive software.

CITY OBLIGATIONS

1. The City shall allow access by the assessor to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.
2. The City shall furnish the name and correct address of the owner or other identifying description of each parcel to be appraised.
3. The City shall furnish, from the County, the name and correct address, if known, to the assessor for notices to be sent for changes in assessed values.
4. The City shall aid the assessor with a reasonable promotion of public information concerning the work under this agreement.

GENERAL PROPOSAL REQUIREMENTS

1. Submit a total of four (4) copies of proposal, with one being unbound and single-sided.
2. All proposals must identify the firm name, address, and specific assessment service experience in Wisconsin. The proposals shall also include: the names, educational

- background, and municipal assessment experience of the person or persons to be assigned as the City's point of contact for the work to be performed; experience with conducting a revaluation process; identify experience with assessment evaluation of potential tax-exempt properties, demonstrate accuracy of assessment work.
3. The proposal shall include a listing of Wisconsin municipalities with a population that is reasonably comparable to the City of New Richmond for which your firm currently provides assessment services. Please indicate whether your firm provides the municipality with general annual assessment services, revaluation services, or both.
 4. The proposal shall include the total annual compensation rate to provide the assessment services described in the above "Specific Services Required" and in accordance with the laws of the State of Wisconsin for assessment years 2019, 2020 and 2021. Beginning on January 1, 2019. The proposal shall list maintenance year annual costs and revaluation costs as separate costs.
 5. The proposal shall provide an option to amortize the cost of re-evaluation equally over the term of the contract.
 6. Proposals shall clearly list the fee for each assessment year for the proposed contract years 2019, 2020, and 2021 tax rolls in a not-to-exceed sum to include all of the assessor's costs including but not limited to: labor, materials, supplies, equipment, postage, transportation costs, meals, lodging, computer software, Open Book and Board of Review expenses.
 7. The assessor shall have successfully completed a revaluation in a municipality of similar size and stature. The assessor shall possess the Assessor 2 level of certification (or the level prescribed by the Wisconsin Property Assessment Manual). Staff should be competent and certified to perform such a revaluation of commercial and residential property. The City reserves the right to accept or reject the proposal for re-evaluation in whole or in part.
 8. The proposal shall identify five (5) references from Wisconsin municipal clients of a size similar to the City of New Richmond for which the assessor and the person/persons to be assigned as the City's point of contact for the work to be performed and has provided assessment and/or revaluation services with the past three (3) years. References must include the name, title, address, email and business phone number of the contact person.
 9. The assessor shall provide a detailed resume of the person or persons assigned as the City's statutory assessor/point of contact for the work to be performed.
 10. All personnel providing assessing services shall be currently certified in compliance with Wisconsin State Statutes and Administration rules of the Wisconsin Department of

Revenue, and shall maintain certification throughout the duration of the assignment, and a valid driver's license. The City of New Richmond will give preference to the firm who limits the numbers of assessors during the revaluation to four certified assessors or less with at least three (3) years of experience in Wisconsin municipal government assessing.

11. The assessor is advised to carefully inspect the community, the assessment records, and facilities of the City of New Richmond and examine the above referenced specifications for the proposed work and judge for themselves the circumstances affecting the cost of the work or the time requirements for its completion. Failure to do so will not relieve the successful bidder of the obligation to furnish and perform the work, to carry out the provisions of the contract, and to complete the contemplated work for the consideration set forth in this bid on a timely basis.
12. The assessor is not permitted to assign, subcontract, or transfer the work of providing assessment services, without the prior written approval of the City.
13. The successful assessor will have five (5) years' experience in Wisconsin municipal government assessing, including revaluation, and will have advanced knowledge and experience in the utilization of computer applications for assessments specifically Market Drive.
14. The proposals will be reviewed and awarded to the assessor whose quote is the most responsive to the RFP and is the most advantageous to the City of New Richmond considering experience, price, and other factors. The City reserves the right to accept or reject any and all proposals received.
15. If a proposal is accepted, the assessor shall provide a certificate of insurance naming the City as additionally insured for the purposes of general and professional liability protection.
16. The assessor shall maintain insurance coverage to protect against claims, demands, actions, and causes of action arising from any act, error or omission of the assessor, their agents, and employees in the execution of work. Further, the assessor shall be responsible for any and all of their agents and employees while performing acts ostensibly under the terms of this contract. Certificates of Insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the City, listing the City as an additional insured.

Limits of Liability shall not be less than:

- a) Worker's compensation Statutory Limits
- b) Comprehensive general liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit.
- c) Comprehensive auto liability, including property damage and non-ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit.

OTHER INFORMATION

A “sealed” original (unbound and single-sided) and four (4) copies of the Assessment Services Proposal must be received at the address listed below by no later than 12:00 PM on August 20, 2018. Sealed envelopes shall be marked: City of New Richmond Assessor Services Proposal. Proposals shall be submitted to:

City of New Richmond
Attn: Rae Ann Ailts, Finance Director
156 E 1st Street
New Richmond, WI 54017

EVALUATION CRITERIA

The following evaluation criteria will be used to review the Assessment Services Proposals that are received and which meet the RFP specifications requirements:

1. Demonstration of successful experience in providing general assessment services and assessment software to Wisconsin municipalities of similar size as the City of New Richmond.
2. Personnel management experience.
3. Past experience with providing assessment and revaluation services.
4. Ability to provide and maintain a computerized database of property assessment records.
5. Demonstration of a high level of accuracy in assessment work for municipal clients.
6. Cost of Assessment Services.
7. Evidence of positive customer interaction.

FINAL SELECTION

The City Council will select an assessment firm based upon the recommendation of the selection committee. It is anticipated that a firm will be selected by approximately September 10, 2018. Following notification of the respondent selected, it is expected a contract will be executed between both parties prior to December 1, 2018. Pre-Assessment work is anticipated to begin in December of 2018. It is anticipated that the work under the contract will begin on January 1, 2019. This Request for Proposal will serve as the basis of the initial services contract with the firm that is selected.

RIGHT TO REJECT PROPOSALS

By responding to this RFP an individual respondent accepts the process outlined in this RFP and fully acknowledges that the final determination of the City is binding and without appeal.

The City reserves the right to reject any or all proposals, without prejudice and/or waive any irregularities if deemed in the best interests of the City. In addition, the City reserves the right to reissue all or part of this Request for Proposal and/or not award any contract at its discretion and without penalty.

The City reserves the right to accept the proposal considered most advantageous to the City, which, in its opinion, meets the specifications of the RFP regardless of whether or not the terms are the lowest cost.

All respondents accept the preceding terms and procedures in submitting a proposal.

ECKBERG LAMMERS
MEMORANDUM

TO: Mike Darrow, City Administrator

FROM: Nicholas J. Vivian, City Attorney

DATE: June 11, 2018

RE: Wisconsin Legislative Session 2017-2018 Changes
25659-32172

The following is a summary of key changes enacted by the 2017-2018 legislative session:

FAVORABLE:

- Water utility related fees for fire protection purposes (i.e. fire hydrant rental fees) are exempted from being considered a fire protection service under the levy limit law. Customers may be charged directly for the rental fee without reducing the community's allowable levy.
- Improvements constructed by private parties and donated to a local government are exempted from the competitive bidding requirements that apply to local governments.
- Officials may forgo executing a bond as a condition for taking office as long as the municipality has acquired an employee dishonesty policy covering each such official.
- Mayoral notice of special meetings may now be provided by text, email or phone as long as each member is given at least six hours' prior notice of such meeting.
- Municipalities may invest in certificates of deposit for any length of maturity (up from 3-year maximum term previously allowed).
- Local public officials may now serve as election officials without vacating their public office.
- Municipalities have additional authority to implement and enforce ordinances prohibiting adults from hosting, permitting or failing to take action to prevent the illegal consumption of alcohol by underage persons on property the adult owns or controls and occupies.
- City officers appointed by the Common Council may be removed "at pleasure" by $\frac{3}{4}$ extraordinary vote. If an officer was appointed by an officer or body other than the Common Council, the officer may be removed (i) at pleasure by such appointing officer or body at pleasure, or (ii) by the Common Council "for cause" by $\frac{3}{4}$ extraordinary vote.

- Municipalities may enact ordinances to combat habitual parking violators by providing for immobilization (booting) or towing, impoundment and disposal of such violators' vehicles.
- Standards and procedures for obtaining conditional use permits and variances allow for relevant zoning boards to impose requirements and conditions on the permit in addition to those specified in the relevant ordinance. The "substantial evidence" required for the denial of the permit means facts and information other than merely personal preferences and speculation, and allows for public testimony to be considered as a sole basis for the denial of the permit.

UNFAVORABLE:

- Developers Bill. The "Developers bill" limits municipal powers to regulate development and recover the costs of serving new developments. Most significantly:
 - Condemnation relocation benefits. Effective April 5, 2018, a municipality's "business replacement payments" (including "reasonable" capital costs, financing costs, professional service costs, imputed administrative costs and costs related to utilities) are now capped at \$80,000 for tenants (formally \$30,000), and \$100,000 for owner-occupants (formerly \$50,000). The cap is eliminated for all other condemners. Courts must consider comparable sales and appraisals using an income approach or cost approach when determining value of the property.

Additionally, until January 1, 2019 prevailing owners may now recover litigation expenses for claims filed after the effective date if the judgment for the claimant exceeds damages by 15%.

- Levy limit changes. Effective December 2019, city or village levy limits are increased by \$1,000 for each new single-family residential dwelling unit issued an occupancy permit in the preceding year if the dwelling is located on a parcel of no more than 0.25 acre and was sold in the preceding year for not more than 80% of the median price of a new residential dwelling unit in the municipality in the preceding year. The additional amounts may only be used for police and/or fire protective services or emergency medical services. A municipality which levies such additional amount may not decrease the amount spent for such services below the amount spent in the preceding year.
- Impact fees. Impact fees are paid on the date a developer obtains a bond or irrevocable letter of credit executed in the name of the municipality. The municipality must provide an accounting as to how the fee will be spent. Impact fees may not (i) include amounts for an increase in service capacity greater than the capacity necessary to serve the development, and (ii) include expenses for operating and maintaining a public facility. Impact fees (including any accumulated interest) not used within 8 years must be refunded.

Impact fees for capital costs related to lift stations or collecting and treating sewage must be refunded within 10 years. The 10-year limit may be extended for additional 3 years if

the municipality adopts a written resolution specifying extenuating circumstances or hardship necessitating the extension.

- Timeframe to Challenge Fees. The time to challenge the reasonableness of municipal fees is extended from 60 days from when the fee was imposed to 90 days after such fee is due and payable.
- Storm Water/Surface Water Sewerage Charges. Additional charges beyond those charged to similar properties for storm and surface water system services may not be applied to a property that continually retains 90% of the difference between post-development and pre-development runoff on site.
- Housing Affordability and Reporting Requirements. Effective January 1, 2019, by January 1, 2020, municipalities with populations over 10,000 must prepare the following annual reports not later than January 31, of the municipality's implementation of the housing element of its comprehensive plan, to be published on the municipal's internet site on a webpage dedicated solely to such report:
 - *Housing Affordability Analysis*. The report must (i) contain information specified in Wis. Stat. sec. 66.10013(2)¹; and (ii) analyze the financial impact of its residential development regulations (i.e. land use controls, site improvement requirements, fees and land dedication requirements and permit procedures) on subdivision costs, and identify modifications to the regulations to meet existing and projected demand and reduce the time and cost to approve and develop a new residential subdivision by 20%.
 - *New Housing Fee Report*. The report must (i) contain information specified in Wis. Stat. sec. 66.10014(2)²; and (ii) divide the total amount of fees imposed for

¹ Wis. Stat. sec. 66.10013(2) Not later than January 1, 2020, a municipality shall prepare a report of the municipality's implementation of the housing element of the municipality's comprehensive plan under s. 66.1001. The municipality shall update the report annually, not later than January 31. The report shall contain all of the following: (a) The number of subdivision plats, certified survey maps, condominium plats, and building permit applications approved in the prior year. (b) The total number of new residential dwelling units proposed in all subdivision plats, certified survey maps, condominium plats, and building permit applications that were approved by the municipality in the prior year. (c) A list and map of undeveloped parcels in the municipality that are zoned for residential development. (d) A list of all undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development, including vacant sites and sites that have potential for redevelopment, and a description of the zoning requirements and availability of public facilities and services for each property. (e) An analysis of the municipality's residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements, and permit procedures. The analysis shall calculate the financial impact that each regulation has on the cost of each new subdivision. The analysis shall identify ways in which the municipality can modify its construction and development regulations, lot sizes, approval processes, and related fees to do each of the following: 1. Meet existing and forecasted housing demand. 2. Reduce the time and cost necessary to approve and develop a new residential subdivision in the municipality by 20 percent.

² Wis. Stat. sec. 66.10014(2) Not later than January 1, 2020, a municipality shall prepare a report of the municipality's residential development fees. The report shall contain all of the following: (a) Whether the municipality imposes any of the following fees or other requirements for purposes related to residential construction, remodeling, or development and, if so, the amount of each fee: 1. Building permit fee. 2. Impact fee. 3. Park fee. 4. Land dedication or fee in lieu of land dedication requirement. 5. Plat approval fee. 6. Storm water management fee. 7. Water or sewer hook-up fee. (b)

purposes related to construction, remodeling or development in the preceding year by the number of new residential dwelling units approved by the municipality in preceding year.

If the fee or amount of a fee is not properly posted as required, **the municipality may not charge the fee.**

- Zoning.
 - Zoning Protest Petitions. The requirement for 3/4ths vote of the governing body members voting on a proposed zoning amendment when a protest petition has been filed has been repealed.
 - Inclusionary Zoning. A municipality is prohibited from enacting, imposing or enforcing an inclusionary zoning ordinance, regulation or policy requiring a certain number or percentage of new or existing dwelling units in a development be made available for rent or sale to an individual or family at or below a certain percentage of the median income.
- Limitations on Development Regulation Authority.
 - Planned Development Districts. Municipalities are prohibited from establishing an expiration date for less than 5 years after the date of the last approval required for completion of the project, but may establish timelines for completion of work related to an approval.
 - Water Meter Station Requirements. Political subdivisions and utility districts are restricted from requiring certain things in conjunction with the required installation of a water meter station, and are required to fund any requirements that exceed those limitations specified in sec. 66.10015(6)³.
 - Inspection. Developers may request a state inspector to perform an inspection if the local inspector fails to complete its inspection within 14 business days after its receipt of the developer's request.

The total amount of fees under par. (a) that the municipality imposed for purposes related to residential construction, remodeling, or development in the prior year and an amount calculated by dividing the total amount of fees under this paragraph by the number of new residential dwelling units approved in the municipality in the prior year.

³ (6) Wis. Stat. sec. 66.10015(6) Zoning limitations, inspections. (a) If a political subdivision or a utility district requires the installation of a water meter station for a political subdivision, neither the political subdivision nor the utility district may require a developer to install a water meter that is larger than a utility-type box, and may not require a developer to include heating, air conditioning, or a restroom in the water meter station. Any requirements for such a project that go beyond the limitations specified in this paragraph must be funded entirely by the political subdivision or utility district.

(b) 1. If a political subdivision employs a building inspector to enforce its zoning ordinance or other ordinances related to building, and a developer requests the building inspector to perform an inspection that is part of the inspector's duties, the inspector shall complete the inspection not later than 14 business days after the building inspector receives the request for an inspection.

- Construction Fence Banners. No ordinance or resolution may limit the ability of any owner or person in control of a construction site to install a banner over the entire height and length of the fence surrounding such site.
 - Weekend Work. Work on a construction site may not be prohibited on a Saturday.
 - Uniform Dwelling Code. Municipalities may not enact an ordinance that is more restrictive than the UDC or contrary to the Department of Safety and Professional Services.
- Land Division.
- Municipalities may now allow land divisions by Certified Survey Map for land zoned as multi-family use.
 - “Substantial completion” for purposes of road dedications is (i) when asphalt or a concrete binder course is installed; or if no such dedication is required (ii) when 90% of the public improvements are completed.
 - A subdivider may provide any required security by performance bond, letter of credit, or both.
 - Under certain circumstances, municipalities must issue a permit to commence construction of a foundation or other noncombustible structure before non-safety related improvements have been completed.
 - Subdividers may be offered the option of paying a fee in lieu of dedicating land for a public park. Dedicated land must be consistent with the municipality’s park plan and comprehensive plan unless the municipality agrees otherwise.