CALL MEETING TO ORDER – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – January 10, 2023, Workshop and Regular Meeting Minutes

Approval of Bills

*** NOTE: OFFICIAL ACTION MAY BE TAKEN ON ANY AGENDA ITEM ***

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

1. Public Comment

   If you are unable to attend the meeting in person but would like to submit a public comment, please e-mail to the City Clerk’s office (awhite@rfcity.org).

PUBLIC HEARING:

6:31 p.m.

2. Request for a Combination “Class A” Liquor and Class “A” Beer License for Bo Jon’s Flowers & Gifts, 222 N. Main Street

6:32 p.m.

3. Ordinance 2023-01 Repealing and Recreating Section 12.12.010 - Street Excavations – Second Reading and Disposition

6:33 p.m.

4. Ordinance 2023-02 Repealing and Recreating Title 18 Cable Franchise Ordinance – Second Reading and Disposition

CONSENT AGENDA

5. Acknowledgement of the following minutes:
   a. Historic Preservation Commission – 12/14/22
   b. River Falls Housing Authority – 11/10/22
   c. Park and Recreation Advisory Board – 10/19/22
   d. Utility Advisory Board – 10/17/22 regular meeting; 11/2/22 special meeting
   e. West Central Wisconsin Biosolids Facility Commission – 10/20/22, 11/10/22
   f. Library Board – 12/5/22
   g. BID Board – 11/8/22
   h. Plan Commission – 11/1/22 workshop and regular meeting

6. Resolution Approving the General Development Plan for a 106-unit Multifamily Development on Radio Road

7. Resolution Approving City Administrator Annual Performance Review Process

8. Resolution Approving Lease Between City of River Falls and Dan and Annette Johnson (Whitetail Ridge Corporate Park property)
CONSENT AGENDA (continued):

9. Resolution Approving Lease Between City of River Falls and Peterson Family Dairy, Inc. (County Road FF property)
10. Resolution Approving Reduction of Election Inspectors at Polling Locations
11. Resolution Approving Submission of Vibrant Spaces Grant
12. Resolution Approving a Privilege License in the Street Agreement to Allow a Private Driveway in a Portion of City Right-of-Way to Provide Access to a Parcel (PID 022010310100)
13. Resolution Approving Development Agreement between City of River Falls and Oppidan Investment Company
14. Resolution Recognizing the Park Inventory

REPORTS:
15. Environmental Fee Report
16. Comptroller’s Report

ANNOUNCEMENTS:
17. Mayor’s Appointment

ADJOURNMENT

NOTE: Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials to be in an accessible location or format, may contact City Clerk Amy White at (715) 426-3408 or in person at 222 Lewis Street, for accommodations. Requests for accommodations should be made at least three (3) business days in advance of the meeting. Every effort will be made to arrange accommodations.

Posted at City Hall 1/12/23; Publish: The Pierce County Journal: 1/18/23
RIVER FALLS CITY COUNCIL WORKSHOP REGARDING LEGISLATIVE PRIORITIES FOR 2023

January 10, 2023, 5 p.m., Training Room, City Hall

City Council Members Present: Mayor Dan Toland, Todd Bjerstedt, Jeff Bjork, Sean Downing, Scott Morrissette, Alyssa Mueller (came at 5:57 p.m.) Diane Odeen, Nick Carow (came 5:15 p.m.)

Members Absent: none

City Staff Present: City Administrator Scot Simpson; Administrative Services Director/City Clerk Amy White; IT Specialist Jonathan Thoen; Management Analyst Ellen Massey; Library Director Tanya Misselt; Police Chief Gordon Young; Community Development Director Amy Peterson; Assistant to the City Administrator Jennifer Smith

Remote: Brent Merchant, Fiona McLeod, Mark McIntyre, Tristan Southard

Others: Ben Fochs

At 5 p.m., the workshop was called to order. City Administrator Simpson provided an introduction. Council has received several documents. The end product will be a priority draft at a council meeting which will become platform for legislative priorities for the community.

Simpson showed a slide of the agenda and recent legislative achievements. Recent successes include Powell Avenue Dam Removal grant, West Central Biosolids Facility Improvements, State Transportation Long-term Funding, State Emergency Detention Bed Process, UWRF Sci Tech, ARPA Funding and Funding Flexibility.

Alderperson Morrissette asked for an update on the State Emergency Detention Bed Process.

Chief Young last heard was that money was received for two facilities in the Eau Claire area. It would be an addition to an existing hospital 32 beds some juvenile and some adults. It would be opened for emergency detention. There was further discussion.

Simpson talked about why we hold the workshop. He talked about focusing on city priorities and applying for grants. He talked about speaking with one voice and having a diverse revenue source. Alderperson Bjork asked about the lobbying group and where the city is in their pecking order. Simpson said we are the only city in Wisconsin they represent. He talked about a wave of federal money, and it doesn’t look like it will change. It is a unique time for local governments to have access to federal monies.

Simpson talked about current conditions in Wisconsin’s and the federal government and lobbying. In 2023-2024, Simpson thinks there are four areas identified seeking funding for legacy projects like the Kinni Corridor plan, Mann Valley, a fire station, and increasing money to meet our CIP goals. He talked about Merchant McIntyre doing an action plan.

Simpson turned the presentation over to Brent Merchant from Merchant McIntyre Associates. Merchant said they work with many local governments, but River Falls is the only city they work with in Wisconsin. He introduced his team including Mark McIntyre, Tristan Southard, and Fiona McLeod. He said the group works for local governments across the country. He talked about who they serve. Their specialty is identifying and securing competitive grant funding. They are excited to get to know River Falls. Merchant reiterated that current conditions in Washington are unique. The number of dollars available presents a massive number of...
opportunities for grants. They take a strategic look at funding. Their goal is to be able to secure/write the grant funding before grant is announced. He spoke more about winning grants and timing.

McIntyre talked about the amount of money in Washington which is unique. He loved that Bjork asked if River Falls would be a top priority for them saying we serve nonprofit organizations and work with integrity. We avoid conflicts of interest. He talked about a commitment that was made to Simpson, being registered lobbyists, being experts in the process of winning federal funding, and the importance of being located in Washington.

Simpson asked Bjork if his question was answered. He said it was. Simpson talked about the contract. Merchant said they view it as a partnership and spoke further.

Simpson asked if council had questions. Bjork asked if we are looking to try and get money back. Are we looking to recoup money? Simpson said we are focused on existing infrastructure law on the federal level – how to get the earmarks. When we talk about the state, we will be talking about potential law changes. Merchant said we are competing nationally. We are competing for dollars. There was more discussion and then the team from Merchant McIntyre Associates ended their presentation.

Alderperson Odeen noted it was exciting going after grants. Alderperson Bjerstedt asked when council would get the plan. Simpson said their plan would be delivered in February.

Simpson showed a slide on federal and state funding. Alderperson Carow asked if they talked about strategy with a member of the new congressional delegation. Simpson said no. He addressed Carow’s questions and talked about the city’s representatives. Odeen said we are in a unique position with lots of representatives.

Simpson said on the federal side, the focus is on appropriations that are out there. We are trying to figure out the best one or two projects we want for an earmark. We will likely have to narrow it down to one. On the state side, we are working through the biennial budget. He provided an example of the dam grant.

Simpson talked about the legacy projects – Kinni Corridor Plan and implementation, public safety fire station, and economic development with Mann Valley. He thinks biosolids project is too far along to get funding. Simpson provided further information.

He said staff is likely to focus on identified priorities - something council as a group has talked about. Simpson talked about projects in length and provided examples. Alderperson Downing asked if it included money for renewable energy. Simpson said it could and spoke further.

Alderperson Mueller asked about housing specifically Section 8. Simpson will talk about it in the conclusion. Simpson said this is one of the biggest opportunities for first time in 20 years to talk about shared revenue. The current mode of funding was implemented in 1911. Ninety percent of income tax was given to cities. The funding was kept in place until the 1970s. In the 2000s, the state froze it and cut the dollar amount. They put together a task force. The result is property tax has become the source of income for most cities. The proposal at this point is to designate 1 cent of 5 cents of the statewide sales tax. Simpson talked about sales tax.

Simpson talked about the state of affairs. He showed the city’s shared revenue from 2000-2022. There’s a 22 percent reduction in funding from 2003-2022 but state revenues doubled during that time. The state is collecting the revenue and keeping it. Cities, towns, and counties are getting tired for getting blamed for the rise in taxes. In 2022, cities are getting 6.8 percent of the revenue. Simpson talked about movements to get ride of income tax and sales tax.

Alderperson Bjerstedt asked for clarification on what the city is asking for. Simpson said the proposal was a designation of one percent of the sales tax. Morrissette asked what the formula is to give it back to the city. Simpson said it must be changed in the legislation. We are not recommending a specific plan. Morrissette felt that the city should be pushing the league with a model of what we want. There was continued discussion.
Simpson said to conclude we are focusing on getting more money to city for identified priorities. We want to maintain or increase local control. He doesn’t know that we will be aggressive on getting back certain things like rental inspections. It is somewhat similar on housing. We will be focused primarily on money.

Mueller asked if there is a push in the legislature to provide more money to police to provide mental health staff that aren’t police officers but could be licensed social workers and could help divert mental health calls from the police. Simpson hasn’t seen a comprehensive package. Young said HHS was pushing for a civilian response group. The chiefs have serious doubts because they can’t really hire right now. There’s no one to do the job. There was further conversation about public safety.

Downing said shared revenue is important, but we haven’t talked about an expenditure restraint program which rewards communities that keep their spending below a certain threshold. He thinks River Falls would be one of those communities. Simpson said River Falls has qualified. Downing talked about three benefits of the programs.

There was further discussion about expenditure restraint, movements to eliminate corporate income tax and personal income tax, and state surplus money.

Simpson wrapped up talking about getting the council more information and outreach to legislators. Odeen talked about traveling to Washington and shared her experience. Morrissette talked about the lobbying efforts for St. Croix County.

Workshop adjourned at 6:16 p.m.

Respectfully submitted,

Kristi McKahan, Deputy Clerk
Mayor Dan Toland called the meeting to order at 6:30 p.m.

City Council Members Present: Todd Bjerstedt, Jeff Bjork, Nick Carow, Sean Downing, Scott Morrissette, Alyssa Mueller, Diane Odeen

Members Absent: none

Staff Present: City Administrator Scot Simpson; City Attorney Chris Gierhart; IT Specialist Jonathan Thoen; Police Chief Gordon Young; Community Services Director/Clerk Amy White; City Engineer Todd Nickleski; Fire Chief Steven Cash; IT Manager Mike Reardon; Management Analyst Ellen Massey

APPROVAL OF MINUTES
December 13, 2022, Minutes
MSC Morrissette/Odeen move to approve minutes. Unanimous.

APPROVAL OF BILLS:
Bills: $316,024.36
Alderperson Bjork apologized indicating that he could not approve the bills because he did not fully review them and had a couple of questions. City Administrator Simpson explained someone else could move to approve the bills or staff could answer Bjork’s questions.

Bjork had a question on an item for Tattersall and bonus dollars for staff. Simpson said anything related to salaries are charged to each of the employee’s budgets. Bjork had further questions which Simpson answered. Bjork asked about Tattersall. Simpson asked for more time to find the item and provide an answer.

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:
Dana Linscott, 11395 County Road M – read a statement regarding homeless persons in River Falls.

With no other public comments, Mayor Toland asked City Administrator Simpson if he had an answer regarding Tattersall. Simpson said yes, saying it appeared to be a design assistance award for energy efficiency that the city does for new construction. MSC Bjork/Mueller move to approve bills subject to the Comptroller. Unanimous.

Alderperson Downing asked Simpson if there were any homeless people who requested aid during the emergency cold. Alderperson Morrissette asked for a point of order saying the topic was not on the agenda and didn’t feel it was appropriate to discuss in public comment. Downing said he would talk about his experience saying he asked Simpson a week ago and was told there was nobody who requested aid from the city then - that was his experience.

PUBLIC HEARING:
Ordinance 2023-01 Repealing and Recreating Section 12.12.010-Street Excavations – First Reading
At 6:44 p.m., Mayor Toland moved into a public hearing. With no public comments, the mayor closed the public hearing and moved into Open Session and asked if council had questions.
Bjork asked for more information on the two ordinances. Simpson said it was a cleanup and modification on the cable franchise ordinance and related utility installation. City Attorney Gerhardt did the lion’s share of work on the ordinances. Simpson said this is largely due to increasing interest in broadband internet installations in the city’s right of ways. Sections of the cable franchise ordinance aren’t relevant based on statewide franchise changes in laws. We are clarifying charges for installers, processes they need to follow, repair and restoration. Simpson asked Gerhardt if he had anything to add.

Gerhardt said the idea was to give the city more control and more uniformity with respect to regulating right of ways. He said the existing ordinance didn’t have mechanism in place for permitting, bonding, and restoration that it should have. This is a modernization of the existing ordinance. Bjork thanked Gerhardt.

Ordinance 2023-02 Repealing and Recreating Title 18 Cable Franchise Ordinance – First Reading At 6:46 p.m., Mayor Toland moved into a public hearing. With no public comments, the mayor closed the public hearing at 6:47 p.m. and moved into Open Session and asked if council had questions. There were no questions.

CONSENT AGENDA

Change of Agent for Walgreens→→pulled by Morrissette
Change of Agent for Kwik Trip 453, 1238 N. Main Street→→pulled by Morrissette

Resolution No. 6733 to Accept Public Improvements for Sterling 3rd and 4th Additions
MSC Odeen/Downing move to approve remainder of Consent Agenda. Unanimous.

Morrissette asked for the two agents to come to the podium to answer questions. He asked new agent Robert Slate if he understood the role of an agent, if he understood that if an alcohol related violation occurs when he is not present, he is responsible, and if he had passed his responsible server’s course. Slate answered yes to all.

Because Brandyn Ruesink was a current agent, Morrissette asked Ruesink to reaffirm the three questions that were asked to Slate that he still understands his role as an agent. Ruesink said yes, he did.

MSC Morrissette/Bjork move to accept change of agents for Walgreen’s and Kwik Trip Store #453. Unanimous.

REPORTS:
Administrator’s Report
City Administrator Simpson reminded council that they have received a copy of the city’s approach to homelessness in the community. He believes that the police department is extremely lawful in their individualized and compassionate approach. Simpson noted there are too many inaccuracies in certain public comments to even begin to correct them.

Bjork asked the mayor if landfill fees could be put on a future agenda. He thought they received a great letter about it but wanted more information. The mayor thought staff could put together information to send to council. Simpson clarified the request asking if the council would like to have an agenda item on the report about the environmental fee fund. The mayor said the report would be okay to start with then we can look at if we need to put on the agenda. Simpson asked if the report that was submitted was okay to start with. Bjork said yes. Simpson said there wouldn’t be a problem presenting at the next council meeting. He usually would want two meetings to be prepared but the research has already been done.
Alderperson Odeen said she was out of town for most of the snow but knows how hard the public works staff work to address weather events. Their work is appreciated. Morrissette agreed and said he receives a lot of very complimentary comments about how the city removes snow. He is very much appreciative of staff. Bjork also noted fixing of the power lines that went down with the heavy snow. He said the city has an outstanding utility department and public works department. It’s something we should be proud of.

MSC Bjerstedt/Bjork move to adjourn at 6:52 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan, Deputy Clerk
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Jackie Hanson, Deputy Clerk

DATE: January 24, 2023

TITLE: Request for a Combination “Class A” Liquor and Class “A” Beer License – Powers Flowers Gifts & Crafts LLC dba Bo Jon’s Flowers & Gifts, 222 N. Main Street

RECOMMENDED ACTION
Grant, deny, or modify by motion the request for issuance of a Combination “Class A” Liquor and Class “A” Beer License to Powers Flowers Gifts & Crafts LLC dba Bo Jon’s Flowers & Gifts, 222 N. Main Street. A reason for denial must be stated in the public record.

BACKGROUND
The following definition from State Law may be helpful:

“Class A” licensees may sell intoxicating liquor which includes the sale of wine to consumers only in original packages or containers for off-premises consumption per State Statute 125.51(2). Fee: $500.00/yr, pro-rated.

Class “A” licensees may sell beer to consumers in original packages or containers for off-premises consumption only per State Statute 125.25. Fee: $100.00/yr., pro-rated.

The City of River Falls does not have a quota on Class A Licenses.

City Council has the authority, and may use broad discretion, to grant or deny all liquor licenses within the City of River Falls. Valid reasons for denial of a new retail license are based on concern for the public health, safety, and welfare of the community.

Possible reasons for denial are identified in the League of Wisconsin Municipalities Manual and listed here:
1. Adverse impact on traffic;
2. Adverse impact on the peace, quiet and cleanliness of the neighborhood where the establishment is located;
3. Insufficient parking for patrons;
4. Proximity to other licensed establishments, residential areas, schools, churches, or hospitals;
5. Ability or inability of the police to provide law enforcement services to the new establishment and the impact of the new establishment on the ability of the police to provide law enforcement services to the balance of the community at all times.
DISCUSSION
Powers Flowers Gifts & Crafts LLC dba Bo Jon’s Flowers & Gifts, applied for a Combination “Class A” Liquor and Class “A” Beer License for the premises located at 222 N Main St. They intend to sell beer, wine, and intoxicating liquor.

Included with this memo are a completed original application, the application supplements, the application for the appointment of an Agent, and auxiliary questionnaires. All corporations and limited liability companies applying for an alcohol beverage license must appoint an Agent. The Agent is given full authority and control over the licensed premises and over all commercial activities on the premises relating to alcohol beverages.

A license cannot be issued to a corporation or limited liability company until the Agent has been approved by the municipality. The Agent must be of legal drinking age, live continuously in the State of Wisconsin for 90 days prior to the date of the application, and must “with respect to character, record and reputation, be satisfactory to the issuing authority.” WI State Statutes 125.04(6)(a)2.

Powers Flowers Gifts & Crafts LLC, has selected Jeffrey Powers to be appointed as agent and he is a satisfactory candidate, per the Police Department.

CONCLUSION
Staff advises that Council members who have not expressed reasons for objection during the course of discussion and then vote to deny should indicate a reason for the record regarding their denial. This is not required by law but improves clarity in the recorded record.

By motion, the Council may grant, deny, or modify the request for issuance of a Combination “Class A” Liquor and Class “A” Beer License to Powers Flowers Gifts & Crafts LLC dba Bo Jon’s Flowers & Gifts, 222 N. Main Street.
Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: [mm dd yyyy] ending: [mm dd yyyy]

To the Governing Body of the: □ Town of     □ Village of     River Falls □ City of

County of Pierce ________ Aldermanic Dist. No. ________ (If required by ordinance)

Check one: □ Individual     □ Partnership     □ Corporation/Nonprofit Organization

Powers Flowers Gifts & Crafts LLC

An “Auxiliary Questionnaire,” Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

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President / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)
Powers Erin Nicole 396 Old Cemetery Rd, River Falls, WI 54022

Vice President / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)
Powers Jeffrey Glen 396 Old Cemetery Rd, River Falls, WI 54022

Secretary / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)

Treasurer / Member Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)

Agent Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)
Powers Jeffrey Glen 396 Old Cemetery Rd, River Falls, WI 54022

Directors / Managers Last Name (First) (Middle Name) Home Address (Street, City or Post Office, & Zip Code)

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1. Trade Name Bo Jon's Flowers & Gifts Business Phone Number 715-425-1522
2. Address of Premises 222 N Main St Post Office & Zip Code 54022
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Single level building with retail space, cooler, storage area and office.

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4. Legal description (omit if street address is given above): """

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5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? □ Yes □ No
   (b) If yes, under what name was license issued? ____________________

---
6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .............................................. □ Yes □ No

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ........ □ Yes □ No **If yes, explain.**

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .................................................. □ Yes □ No

9. (a) **Corporate/limited liability company applicants only:** Insert state **WI** and date **04/15/22** of registration.

   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .................................................. □ Yes □ No

   (c) Does the corporation, or any officer, director, stockholder or agent of limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .............................................. □ Yes □ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ................ □ Yes □ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .............................................. □ Yes □ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) **Powers, Jeffrey G.**

Signature

Title/Member **Vice-President**

Phone Number 715-222-0319

Email Address powersflowersgiftcraft@powersflowersgiftcraft.com

Date 01/04/20

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk 01/01/2023

Date reported to council/board 01/24/2023

Date (provisional license issued) □

Signature of Clerk / Deputy Clerk

Date license granted □

Date license issued □

License number issued □

AT-106 (R. 3-19)
City of River Falls
Alcohol License Application Supplement
Required as Part of New Applications
Pursuant to City Ordinance 5.08.045(B)

1) Please state below and attach a sketch or diagram showing the approximate dimensions and physical layout, including interior and exterior, of the premises proposed to be licensed. (All premises proposed to be licensed must be located on the same legally described lot or parcel of real estate.)

   Single level building with retail space, cooler, storage area and office.

2) Please identify the number of employees anticipated to be hired or retained for purposes of operating the licensed facility, including staff and security personnel.

   (Circle one answer for each question)
   a. Full-time employees? None 1-5 6-10 11 or more
   b. Part-time employees? None 1-5 6-10 11 or more
   c. Security Personnel? None 1-5 6-10 11 or more (Including Bouncers)

3) Please outline the following security information proposed for the business. (The use of surveillance systems is not required, but encouraged.) If the premises will utilize surveillance, you do not have to state here, but please notify the River Falls Police Department that you are going to utilize surveillance technology.

   a. If the licensee chooses to utilize surveillance technology, will the licensee voluntarily provide access to law enforcement for the purposes of investigation of crime or other ordinance/forfeiture related offenses.

      (Circle one)  Yes  No
      If no, please explain: ________________________________

   b. Please identify below, the location of entrances and exits to and from the proposed licensed premises. If they are also noted in the attached diagram or sketch required in question 1, please check the box and leave blank.

      □ Locations noted in sketch or diagram under question 1.
c. Please acknowledge the applicant’s commitment to provide initial and ongoing training to employees to include training to:
1. Alcohol consumption by on-duty employees (not recommended), will this be allowed?
   (Circle one) Yes ☐ No ☐
2. Use of Force.
3. Gambling Laws
4. Dealing with Disorderly Patrons
5. Employer responsibilities and procedures relating to persons intoxicated or incapacitated by alcohol.
6. Sale of Tobacco Products
7. Procedures to be implemented to deter underage drinking of alcohol and loitering on premises.
   Initial and on-going training will be provided to employees.
   (Circle one) Yes ☐ No ☐

d. Proposed occupancy limits for the premises. (Please coordinate with the City Building Inspector to assist in determining occupancy limits.) If none, enter none.
   Please enter the proposed occupancy limits: None

e. Please acknowledge the applicant’s ability and willingness to work cooperatively with the City to deal with potential community and law enforcement issues, such as neighborhood complaints, littering, disorderly conduct and other community issues related to the alcohol license requested or issued.
   (Circle one) Yes ☐ will work cooperatively
   No, will not work cooperatively. Explain: ________________________________

4. Please identify below the applicant’s planned promotional events or entertainment as a means of Attracting business:
   If no entertainment is planned, please check this box and move on to Question #5.
   □ Music
     □ Live
     □ DJ
     □ Karaoke
     □ Other — Please Identify ________________________________
   □ Dancing
   □ Tournaments
     □ Pool
     □ Darts
     □ Poker, other Card Events
     □ Video Gaming*
     □ Other — Please Explain: ________________________________

* Please note the attached information regarding the legality of poker tournaments and video gaming.
☐ Other entertainment or promotional events – Please identify.

5.) Please identify the projected market, whether by age or other category, which the applicant is seeking to attract to the licensed establishment.

30-60 year old age group

6.) Please identify the applicant's plan for food sales at the establishment and the anticipated ratio of gross value of sales of food versus that of sales of alcohol.

If license requested is for off-sale only, please check this box and go on to Question #7.

Does the applicant have or is applicant applying for a restaurant license?

(Circle one) Yes No

7.) Please indicate if you have liability insurance with coverage to include the requested licensed premises?

(Circle one) Yes No

8.) Please state below or attach any additional information you would like to provide to the City Council for consideration of the applicant’s alcohol license request.

applicant

Date 1-05-23
Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: □ Town [ ] Village of River Falls □ City County of Pierce

The undersigned duly authorized officer/member/manager of ____________________________ (Registered Name of Corporation / Organization or Limited Liability Company)
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Bo Jon's Flowers & Gifts (Trade Name)
located at 222 N Main St
appoints Jeffrey Powers (Name of Appointed Agent)
396 Old Cemetery Rd, River Falls, WI 54022 (Home Address of Appointed Agent)
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

□ Yes ☑ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? □ Yes ☑ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 53 years

Place of residence last year 396 Old Cemetery Rd, River Falls, WI 54022
For: Powers Flowers Gifts & Crafts LLC (Name of Corporation / Organization / Limited Liability Company)
By: Erin Powers (Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than $1,000.

ACCEPTANCE BY AGENT

[Signature of Agent] 1-5-23 (Signature of Agent) (Date)
396 Old Cemetery Rd, River Falls, WI 54022 (Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY

(Clark cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on ____________________________ by ____________________________ (Date) (Signature of Proper Local Official) (Title) (Town Chair, Village President, Police Chief)

Wisconsin Department of Revenue

AT-104 (R. 4-16)
## Auxiliary Questionnaire
### Alcohol Beverage License Application

Submit to municipal clerk.

<table>
<thead>
<tr>
<th>Individual's Full Name (please print)</th>
<th>(last name)</th>
<th>(first name)</th>
<th>(middle name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Powers</td>
<td>Jeffrey</td>
<td>Glen</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address (street/route)</th>
<th>Post Office</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>396 Old Cemetery Rd</td>
<td></td>
<td>River Falls</td>
<td>WI</td>
<td>54022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>715 222 0319</td>
<td>New Richmond, WI</td>
</tr>
</tbody>
</table>

The **above named individual** provides the following information as a person who is (check one):

- [ ] Applying for an alcohol beverage license as an **individual**.
- [ ] A member of a **partnership** which is making application for an alcohol beverage license.
- [x] **Vice-President** of **Powers Flowers Gifts & Crafts LLC**

which is making application for an alcohol beverage license.

The **above named individual** provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date?  **53 years**

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  
   - [ ] Yes  **☑ No**
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.  (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  
   - [ ] Yes  **☑ No**
   If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  
   - [ ] Yes  **☑ No**
   If yes, identify.

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  
   - [ ] Yes  **☑ No**
   If yes, identify.

6. Named individual must list in chronological order last two employers.

<table>
<thead>
<tr>
<th>Employer's Name</th>
<th>Employer's Address</th>
<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>3M</td>
<td>3M Center, St Paul, MN 55144</td>
<td>01/28/1998</td>
<td>01/05/2023</td>
</tr>
<tr>
<td>Duro Bag Mfg</td>
<td>Hwy V, Hudson, WI 54016</td>
<td>04/01/1989</td>
<td>01/25/1998</td>
</tr>
</tbody>
</table>

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to pay not more than $1,000.

(Attachment)
Auxiliary Questionnaire
Alcohol Beverage License Application

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<tr>
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<td>Erin</td>
<td>Nicole</td>
<td></td>
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<tbody>
<tr>
<td>715 222 1213</td>
<td></td>
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The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an individual.
☐ A member of a partnership which is making application for an alcohol beverage license.
☒ President of Powers Flowers Gifts & Crafts LLC

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 8 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ________________________________ ☐ Yes ☐ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ________________________________ ☐ Yes ☐ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ________________________________ ☐ Yes ☐ No

If yes, identify.

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ________________________________ ☐ Yes ☐ No

If yes, identify.

6. Named individual must list in chronological order last two employers.

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<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bo Jon's Flowers</td>
<td>222 N Main St, River Falls</td>
<td>05/01/2022</td>
<td>01/05/2023</td>
</tr>
<tr>
<td>Fleet Farm</td>
<td>Hudson, WI 54016</td>
<td>10/01/2021</td>
<td>05/01/2022</td>
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READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Signature of Individual)

Wisconsin Department of Revenue
Supplement to
Schedule For Appointment of Agent

1. As designated agent for the license holder, do you understand that you have full responsibility over the business and may be held civilly or criminally liable for violations of the law or City ordinances by its employees, even if you are not physically present?
   Yes ___ No ___

2. Do you understand that under the laws of Wisconsin, violations of statutes regulating the sale of liquor do not require the showing of a willful or intentional act?
   Yes ___ No ___

3. Do you understand that if an employee or agent of the entity on whose behalf you are agreeing to act as agent is guilty of a violation, it is no defense for you to claim that you were not present and did not know of the acts of that employee or agent and that you can be held responsible even if you expressly forbade that employee or agent from engaging in a particular act in violation of the state liquor laws?
   Yes ___ No ___

4. Do you understand that with respect to employees or agents, as long as they are performing acts that fall within their scope of employment, such as serving beer or alcohol, such that for all intents and purposes he or she appears to be representing the interests of the license holder, you as its agent, can be held vicariously liable for violations of the law?
   Yes ___ No ___

5. Do you realize that at all times the business is open, as its agent, you are responsible to make certain that all liquor laws and ordinances are being obeyed?
   Yes ___ No ___

6. Do you understand that even if you claim that you were negligent in hiring or supervising an employee who violates the law, this is no excuse if a liquor law violation is brought against you in your representative capacity as agent?
   Yes ___ No ___

Signature of Agent

01/05/2023

Date
MEMORANDUM

TO: Mayor Toland and City Council

FROM: City Attorney Christopher B. Gierhart & Samuel Bach-Hanson, Weld Riley, S.C.

DATE: January 24, 2022

TITLE: Second Reading and Disposition – municipal code ordinances related to utility installations in public places and related to video and television service providers

RECOMMENDED ACTION
The repeal and recreation of two existing ordinances, Section 12.12.010 (the “Utility Installation Ordinance”) and the entirety of Title 18 (the “Cable Franchise Ordinance”).

BACKGROUND
This memorandum will provide a high-level summary of each ordinance along with an explanation of the reasoning behind the proposal to repeal and replace each ordinance. The City Attorney has reviewed each ordinance.

Utility Installation Ordinance
City staff propose the Utility Installation Ordinance due to the continuous increase in use of public rights-of-way that has resulted in both increased cost to the City and taxpayers and increased obstructions.

Specifically, delays of the occupants of the public rights-of-way in maintaining, supporting, protecting, or relocating facilities that are impacting public construction projects may result in an increase in public works project costs, which is ultimately borne by the City and taxpayers. Further, certain occupants of the public rights-of-way may exhibit a pattern of delay and non-responsiveness in cooperating with the City for public construction projects that occur in the public rights-of-way.

Examples of these costs include: (1) administrative costs associated with public rights-of-way projects; (2) management costs associated with ongoing activities necessitated by public right-of-way occupants; and (3) repair or restoration costs to the roadway associated with the actual excavation into the public rights-of-way.
The Utility Installation Ordinance is intended to impose reasonable and limited regulations on the placement and maintenance of facilities currently within its rights-of-way or to be placed therein in the future.

**Cable Franchise Ordinance**

City staff are proposing the repeal and recreation of the Cable Franchise Ordinance. This is largely due to 2007 Wisconsin Act 42 ("Act 42") which replaced municipal franchising with a state franchising process for wireline-based video services provided by cable and telecommunication companies. Act 42 explicitly prohibits municipalities from entering into new cable franchise agreements and from extending existing ones.

The Cable Franchise Ordinance recreates the City’s regulations with respect to cable and telecommunication companies to be in compliance with Wisconsin law, while still imposing regulations that protect the safety, health, and welfare of the public.

**DISCUSSION**

**Utility Installation Ordinance**

The Utility Installation Ordinance will reduce the cost borne by the City and taxpayers by requiring those who excavate, occupy, or otherwise obstruct the public rights-of-way to reimburse the City’s administrative, inspection, and ongoing management costs.

This is done through the creation of heightened requirements for obtaining permits to excavate, obstruct, or occupy public rights-of-way. Specifically, the application requirements listed in Section 2 of the Utility Installation Ordinance must be followed and complied with before a permit is issued.

Examples of how the Utility Installation Ordinance achieves these goals include: (1) requiring payment of all money due to the City for application fees and costs associated with the current project and any amounts overdue from prior projects; (2) a written guarantee or surety bond in an amount consistent with the value of work performed; and (3) permitting the public works committee to establish the permit fee as needed to ensure it is sufficient to recover costs incurred by the City.

The Utility Installation Ordinance also creates standards by which the City can revoke, suspend, or refuse to issue or extend permits. Examples of these standards include: (1) the misrepresentation of a fact by the permit holder/applicant; (2) the nature of the proposed activity; (3) the condition and age of the public right-of-way; and (4) the failure of the permit holder to complete the work in a timely manner.

Further, the Utility Installation Ordinance addresses matters related to relocation of existing facilities and removal of abandoned facilities.

This said, the Utility Installation Ordinance does create exceptions to the permitting process in the event of emergency situations that require immediate action.

**Cable Franchise Ordinance**

While Act 42 prevents the City from entering into and extending cable franchise agreements, municipalities still have the authority to regulate certain uses of the rights-of-way and impose franchise fees.
The Cable Franchise Ordinance establishes a video service provider fee based upon five percent (5%) of the provider’s gross receipts. This amount is established in Wis. Stat. § 66.0420.

The Cable Franchise Ordinance also establishes requirements for cable providers to provide PEG (public, educational, or governmental) use channels. The Cable Franchise Ordinance follows the regulations permitted in Wis. Stat. § 66.0420. This includes items such as the number of PEG channels that must be provided, the quality of PEG channels, and the process of a PEG channel’s discontinuance due to non-use by the City.

There are also restrictions imposed with respect to the use of public rights-of-way by cable providers. These restrictions are determined to be necessary for the safety, health, and welfare of the public. They require cable providers to comply with all City Ordinances with respect to zoning and use restrictions and permitting. Lastly, the Cable Franchise Ordinance imposes requirements for activities which interrupt the use of a street. For example, it requires the restoration of pavement and landscaping to its prior condition, prior approval for the erection of poles, and prior approval for the removal or trimming of trees within a public street.

CONCLUSION
Both ordinances described above have been reviewed by the City Attorney. City staff are requesting Council consider adopting these ordinances, which both contribute to the safety, health, and welfare of the public.
ORDINANCE NO. 2023 -01

AN ORDINANCE REPEALING AND RECREATING SECTION 12.12.010 STREET EXCAVATIONS AS UTILITY INSTALLATIONS IN PUBLIC PLACES

THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:

Section 1. That Section 12.12.010 titled “Street Excavations,” of the City of River Falls Municipal Code is hereby repealed and replaced in its entirety as follows:

“12.12.010 Utility Installations in Public Places; Occupancy of rights-of-way

A. General Provisions.

1. Purpose and Findings. In the exercise of its police powers, the city has priority over all other uses of the public rights-of-way. The city desires to anticipate and minimize the number of obstructions and excavations taking place in the public rights-of-way to ensure that the rights-of-way remain available for public services and safe for public use, and to ensure that facilities are timely maintained, supported, protected or relocated to accommodate reconstruction or repairs. The taxpayers of the city bear the financial burden for the upkeep, maintenance and reconstruction of the rights-of-way and a primary cause for the early and excessive deterioration of the public rights-of-way is the frequent excavation by persons who place facilities therein.

The city finds that there has been an increase in the use of the public rights-of-way and, as a result, increased costs to the taxpayers of the city and that these costs are likely to continue into the foreseeable future.

The city finds that delays by occupants of the rights-of-way in maintaining, supporting, protecting or relocating facilities, if they impact public construction projects, have the potential to significantly increase public works project costs borne by the taxpayers. Moreover, the city finds that some right-of-way occupants have a history of delays and nonresponsiveness.

The city finds that occupancy and excavation of its rights-of-way causes direct and indirect costs to be borne by the city and its taxpayers, including but not limited to: i) Administrative costs associated with public right-of-way projects, such as permitting, inspection and supervision, supplies and materials; ii) Management costs associated with ongoing management activities necessitated by public right-of-way users; iii) Repair or restoration.
costs to the roadway associated with the actual excavation into the public right-of-way.

In response to the foregoing facts, and pursuant to its authority under Wis. Stat. §§ 62.11(5), 86.16, 182.017, and 196.58, the city hereby enacts this section relating to the administration of and permits to excavate, obstruct and/or occupy the public rights-of-way. This section imposes reasonable regulations on the placement and maintenance of facilities currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies.

The purpose of this section is to provide the city a legal framework within which to regulate and manage the public rights-of-way, and to provide for the recovery of costs incurred by the city in doing so. This section provides for the health, safety and welfare of the residents of the city as they use the rights-of-way of the city, as well as to ensure the structural integrity of the public rights-of-way.

Under this section, all persons who excavate, obstruct and/or occupy the public rights-of-way will reimburse the city’s administrative, inspection, ongoing management costs. Right-of-way users will bear a fair share of the financial responsibility for the integrity of the public rights-of-way.

2. Definitions. For the purposes of this section the following definitions apply:

"Applicant" means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.

"City" means the city of River Falls, Wisconsin, a Wisconsin municipal corporation.

"Department" means the city engineering division.

"Emergency" means a condition that (1) poses a clear and immediate danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement in order to restore service to a customer.

"Engineer" means the city engineer or his/her designee.

"Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

"Facilities" means all equipment owned, operated, leased or subleased in connection with the operation of a service or utility service, and shall include, but is not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

"In," when used in conjunction with "right-of-way," means over, above, in, within, on or under a right-of-way.

"Local representative" means a local person or persons, or designee of such person or
persons, authorized by an applicant to accept service and to make decisions for that applicant regarding all matters within the scope of this section.

"Obstruct" means to place any object in a right-of-way so as to hinder free and open passage in that or any part of the right-of-way.

"Occupy" means to locate facilities in the public right-of-way.

"Permitted contractor" means a contractor or public utility approved by the department to work in the right-of-way.

"Permittee" means any person to whom a permit to occupy, excavate or obstruct a right-of-way has been granted by the city under this section.

"Person" means municipality, corporation, company, including a "company" as defined in Wis. Stat. § 182.017(1g)(b), association, firm, partnership, limited liability company, limited liability partnership and individuals and their lessors, transferees and receivers.

"Pole" or "tower" has its usual meaning, except that it does not include poles used for governmental operations such as traffic signals or traffic control devices, street lights, and emergency alert signals, or high-voltage transmission lines.

"PSCW" means the Public Service Commission of Wisconsin.

"Public utility" has the meaning provided in Wis. Stat. § 196.01(5).

"Repair" means to perform construction work necessary to make the right-of-way useable for travel, according to department specifications, or to return facilities to an operable condition.

"Restore" or "restoration" means the process by which an excavated right-of-way and surrounding area, including pavement and foundation is reconstructed, per department specifications.

"Right-of-way" means the surface and space above and below the entire width of an improved or unimproved public roadway, highway, street, bicycle lane, terrace, shoulders, side slopes, and public sidewalk in which the city has an interest, including any other dedicated rights-of-way for travel purposes.

"Right-of-way user" means a person owning or controlling a facility in the public right-of-way, or seeking to own or control a facility in the public right-of-way.

"Service" or "utility service" includes services such as municipal sewer and water services and services provided by a public utility or a company subject to Wis. Stat. § 182.017 and other similar services.

"Supplementary application" means an application made to excavate or obstruct more of the right-of-way than permitted, or to extend a permit that has already been issued.

3. Administration. The engineer is responsible for the administration of the rights-of-way under this section, and the permits and ordinances related
thereto.

B. Utility Installation Permit Requirement.

1. Utility Installation Permit Required.

   a. Except as otherwise provided in this section, no person shall excavate any right-of-way or place facilities in a right-of-way or cause another person to do so, without a valid utility installation permit issued by the department under this subsection. This section shall not apply to privileges granted pursuant to Wis. Stat. §66.0425.

   b. No person shall excavate the right-of-way or maintain an excavation in the right-of-way except as specified in the permit. If the permittee needs to modify the date or area specified in the permit, then the person shall first notify the department of the change. If requested by the city engineer, the person shall be required to make a supplementary application pursuant to subdivision B.3 below.

   c. Permits are valid for ninety (90) days. A request to extend the permit must be filed five days prior to its expiration. Failure to extend a permit requires cessation of all work on the right-of-way until a new application is submitted and approved.

   d. One permit is valid for the applicant and all subcontractors listed on the permit application.

   e. Permit Display. A copy of any permit issued under this subsection shall be made available at all times by the permittee at the indicated work site and shall be available for inspection by the department upon request.

2. Utility Installation Permit Application. Application for a permit shall be made to the department. Permit applications shall contain and will be considered complete only upon compliance with the requirements of the following provisions:

   a. Submission of a completed permit application form, including the following:

      1. A detailed schedule of work including specific dates for any traffic lane closures or disruptions.

      2. A list of all subcontractors.

      3. Contact information for an onsite supervisor and corporate office for the applicant and all subcontractors.

      4. If the proposed project involves the installation of a pole or tower in the right-of-way, the applicant must submit scaled drawings of the proposed pole or tower and all proposed
attachments, and the location of the pole or tower in reference to the nearest occupied building.

5. The applicant shall identify in detail the location of the proposed project and any affected right-of-way, public utility easements, and the location of all existing and proposed facilities within the project area in addition to installation details, traffic control plans and other details requested by the department.

6. If the proposed project involves the installation of a pole or tower in the right-of-way, the applicant must submit evidence sufficient to demonstrate that the applicant is prohibited from using an existing pole or tower (either owned by the applicant or a third party) because such use is technically infeasible, economically prohibitive, or prohibited by law.

7. If the proposed project involves the installation of a pole or tower in the right-of-way that is greater than ten (10) feet taller than existing poles or towers in nearby right-of-way, the applicant must submit evidence sufficient to demonstrate that: i) the greater height is required to accomplish the applicant's purposes; ii) the applicant is prohibited from using existing poles or towers (either owned by applicant or a third party) to accomplish its purposes because such use is technically infeasible, economically prohibitive, or prohibited by law; iii) the pole or tower, due to its height and size, poses no greater danger to the health, safety, and welfare of the public than existing poles in nearby right-of-way; iv) the applicant has informed the alder within whose district the pole or tower will be located of the proposed project; and, v) the applicant has informed all property owners within two hundred (200) feet of the pole or tower location of the proposed project.

b. Payment of all money due to the city for: i) Applicable permit fees and costs as set forth below; ii) Unpaid fees or costs due for prior excavations; and iii) Any loss, damage, or expense suffered by the city because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the city.

c. A statement on forms provided by the department that the applicant will comply with all local, state and federal codes including but not limited to safety, building, traffic control codes and the Manual of Uniform Traffic Control Devices (MUTCD).

d. Furnish a certificate of liability insurance compliant with standards of the department including required insurance policy endorsements.

e. Furnish a written guarantee or surety bond to the city in an amount determined by the city engineer to be the value of the work or the
improvements that may be disturbed. Such written guarantee or surety bond shall be in an amount no greater than ten thousand dollars ($10,000.00). An annual bond, may be given under this section to protect the public and the city which shall cover all excavation work done by the principal during a one-year period, beginning on the date of approval, which bond shall be conditioned as specified above.

3. Supplementary Applications.

   a. Supplementary Application. Upon request of the city engineer under subdivision B.1.b. above, a permittee shall make a supplementary application to the department to modify the area or time period covered by the permit. The permittee shall pay any additional fees required thereby.

   b. Fees for Supplementary Applications. A permittee shall pay additional fees as established by the public works committee, including any costs for additional permits.

C. Utility Installation Permit Fee.

   1. Fee Calculation. The utility installation permit fee shall be established by the public works committee in an amount sufficient to recover the costs incurred by the city. This fee shall recover the city's administrative and inspection costs. The fee may be reestablished by the public works committee as needed to accurately reflect the costs incurred by the city. For those permit applications which provide for a substantial undertaking of excavation within the public right-of-way attended by disruption of the general public and traffic, the engineer is authorized to assess the actual cost of the city employee's time engaged in the review and inspection of the anticipated work, multiplied by a factor determined by the respective department to represent the city's cost for statutory expenses, benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.0, plus the cost of mileage reimbursed to city employees which is attributed to the work, plus all consultant fees associated with the work at the invoiced amount plus ten percent (10%) for administration.

   2. Payment Date. Payment of utility installation permit fees shall be made prior to the issuance of the permit. Alternatively, the engineer may, with the advice and consent of the finance director, establish a fee collection process in order to expedite the permitting system and recognize that certain excavations are deemed emergencies.

   3. City Exemption. The city and its contractors shall not pay fees for excavations due to general government functions.

   4. Coordinated Work. Permittees who join in a scheduled excavation performed by the city are not required to pay the inspection portion of the utility installation permit fee.
5. Non-Refundable. Utility installation permit fees, once paid, are not refundable, even if the permit is revoked.

D. Right-of-Way Repair/Restoration.

1. Timing of Work and Repair/Restoration. The work to be done under the utility installation permit, and the repair or restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonable or unreasonable under subsection G.2.

2. Repair or Restoration Required. The permittee shall be required to repair the public right-of-way. In addition to repairing its own work, the permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the department.

3. Standards. The permittee shall perform repairs according to the standard specifications for public works construction, the plans and specifications of the department, and in accordance with the conditions specified in the permit. The department shall have the authority to prescribe the manner and extent of the repair and may do so in written procedures of general application or on a case-by-case basis.

4. Acceptance of Work. Upon completion of the work, the department shall inspect the area of the work and accept the work when it determines that proper repair has been made.

5. Guarantees. The permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion. During either period, the permittee shall, upon notification from the department, correct all repair work to the extent necessary, using the method required by the department. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the department, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under subsection G.2.

6. Failure to Repair. If the permittee fails to repair the right-of-way in the manner and to the condition required by the department, or fails to satisfactorily and timely complete all work required by the department, the department, at its option, may do such work. In that event, the permittee shall pay to the city, within thirty (30) days of billing, the cost of repairing the right-of-way. If the work associated with the permit is directly attributable to a specific property, or properties, the unpaid bill shall become a special charge against the properties served by the repair work.

E. Inspection.

1. Notice of Completion. When the work under any permit issued hereunder is
completed, the permittee shall notify the department.

2. Site Inspection. The permittee shall make the work site available to the department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

3. Authority of Department. At the time of inspection, the city may order the immediate cessation of any work that poses a threat to the life, health, safety, or well-being of the public. Failure to maintain utility markings and/or the necessary traffic control measures may result in the issuance of a stop-work order. The city may issue an order to the permittee for any work that does not conform to the applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the department that the violation has been corrected. If such proof has not been presented within the required time, the department may revoke the permit pursuant to subsection H.

F. Location and Permanent Marking Requirements.

1. Poles and towers over fifty (50) feet in height shall be located so that all residential, commercial, retail or other occupied buildings are outside the fall radius of the structure.

2. Rigid non-breakaway poles and other utility structures shall be located to meet American Association of State Highway Transportation Officials (AASHTO) requirements regarding pole location.

3. Underground facilities in the terrace area of the right-of-way may be marked with flush mounted caps only, unless other markings are allowed by the department.

G. Other Obligations.

1. Compliance with Other Laws. Obtaining a permit to excavate and/or occupy the right-of-way does not relieve a permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other city, county, state, or federal rules, laws or regulations. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

2. Prohibited Work. Except in an emergency, or with the approval of the department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work, as determined by the engineer. Cutting or opening of road pavement structures are specifically prohibited between November 15 and May 1.

a. Digger’s Hotline Compliance. All permittees shall comply with the Digger’s Hotline requirements set forth in Wis. Stat. § 182.0175, if applicable.

b. Planning. The department may seek information on existing facility locations for planning purposes. It shall be the obligation of permittees to locate facilities to enable planning by the city. Facility locations shall be represented in the field during field surveys or by providing maps of utilities within the planning areas.

c. Non-Compliance with Locating Requirements. No person shall fail to locate facilities as required under Wis. Stat. § 182.0175(2m). Additionally, any permittee who fails to locate facilities shall be responsible for all costs due to delays caused to city projects. Repeated failure to locate facilities may result in suspension of permits for the permittee and/or increased fines. Repeated failure to locate facilities shall be defined as more than two occurrences within twelve (12) months or more than three within twenty-four (24) months.

H. Revocations, Suspensions, Refusals to Issue or Extend Permits.

1. Grounds. The department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

a. Issuance of a permit for the requested date would interfere with an exhibition, celebration, festival or other event;

b. Misrepresentation of any fact by the applicant or permittee;

c. Failure of the applicant or permittee to maintain required bonds and/or insurance;

d. Failure of the applicant or permittee to complete work in a timely manner;

e. The proposed activity is contrary to the public health, safety or welfare;

f. The extent to which space is available in the right-of-way for which the permit is sought;

g. The competing demands for the particular space in the right-of-way;

h. The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the permittee or applicant;

i. If the permittee or applicant proposes to install a new pole or tower in the right-of-way, the availability of other existing poles or towers owned by the permittee or applicant or by a third party;
j. The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;

k. The condition and age of the right-of-way, and whether and when it is scheduled for total or partial reconstruction; or,

l. The applicant or permittee is otherwise not in full compliance with the requirements of this section or state or federal law.

2. The department shall not deny a utility installation permit because of a dispute between the city and the applicant related to subsection B.2.b above if:
   a. The dispute has been adjudicated in favor of the applicant; or,
   b. The dispute is the subject of an appeal filed by the applicant and no decision in the matter has at yet been rendered.

3. Discretionary Issuance. Notwithstanding the provisions of subdivision (A), the department may issue a permit where issuance is necessary to prevent substantial economic hardship to a customer of the permittee or applicant, or to allow such customer to materially improve its utility service, or to allow the permittee or applicant to comply with federal, state, county or city laws or ordinances or an order of a court or administrative agency.

4. Appeals. Any person aggrieved by a decision of the department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review with the public works committee. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the public works committee may affirm, reverse or modify the decision of the department.

I. Work Done Without a Permit.

1. Emergency Situations. Each applicant shall immediately notify the city by verbal notice on an emergency phone number provided by the city of any event regarding its facilities that it considers to be an emergency. The applicant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency, the applicant shall apply for the necessary permits, pay the fees associated therewith, and otherwise fully comply with the requirements of this section.

   If the city becomes aware of an emergency regarding an applicant's facilities, the department may attempt to contact the local representative of each applicant affected, or potentially affected, by the emergency. The city may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the applicant whose facilities occasioned the emergency.

2. Non-Emergency Situations. Except in an emergency, any person who, without first having obtained the necessary permit, excavates a right-of-way
must subsequently register and apply for a utility installation permit, and shall in addition to any penalties prescribed by ordinance, pay double the normal fee for said permit, pay double all the other fees required by this section or other sections of the City of River Falls Municipal Code of Ordinances, deposit with the department the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this section. If no application is made, this subsequent permit application is denied or is not approved, the person causing the work to be done, shall discontinue and abandon the facilities.

3. Non-Compliant Work. All work that is determined by the city to be non-compliant with city standards and/or approved project plans must be removed or corrected immediately.

J. Location of Facilities.

1. Undergrounding. Unless in conflict with state or federal law, except when existing aboveground facilities are used, the installation of new facilities and replacement of existing facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.

2. Limitation of Space. To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the department may prohibit or limit the placement of new, replacement or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such decisions, the department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects which have been determined to be in the public interest.

3. Attachment to Bridges. Whenever an applicant or permittee under this section requests permission to attach facilities to any city bridge structure, the applicant shall provide a structural analysis prepared by a licensed state of Wisconsin professional engineer and pay a fee of one thousand dollars ($1,000.00) upon the granting of such permission to help defray administrative expense in the analysis and inspection of such installation. The owner of such pipes, conduits, cables or wires shall be entitled to no compensation for removal or relocation of the same in the case of repair, removal, or replacement of said bridge structure by the city.

4. Corridors. The department may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is or, pursuant to current technology, the city expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.
consistent with the department's assignment.

Any permittee who has facilities in the right-of-way in a position at variance with the corridors established by the city under this subdivision shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, unless this requirement is waived by the city for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the permittee.

K. Relocation and Protection of Facilities.

1. Requirement. Except as prohibited by state or federal law, a permittee must, promptly and at its own expense, maintain, support, protect or relocate its facilities in the right-of-way whenever the city, or its agent, acting in its governmental capacity, requests such action to prevent interference by the company's facilities with the following:

   a. A present or future city use of the right-of-way;
   b. A public improvement undertaken by the city;
   c. An economic development project in which the city has an interest or investment;
   d. When the public health, safety and welfare require it; or,
   e. When necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way.

2. Order. The city, or its agent, shall issue a due date for the work to the local representative of not less than seventy-two (72) hours, which due date shall be reasonable and based upon the actions to be undertaken by the permittee. If requested, the permittee shall restore the right-of-way following the completion of the work.

3. City's Right to Self-Help. In the event that a permittee does not proceed to maintain, support, protect or relocate its facilities as ordered in this subsection, the city may arrange to do the work and bill the permittee, said bill to be paid within thirty (30) days.

4. Additional Cost Recovery. The city may bill the permittee for any additional costs incurred as a result of the failure of the permittee to accomplish the needed work within the time specified in the order.

5. Exception. Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefore.
6. Penalty. If a permittee fails to perform the required action by the due date, the permittee shall be subject to a forfeiture of not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00) for the first offense within a three year period, and a forfeiture of not less than five hundred dollars ($500.00) nor more than two thousand five hundred dollars ($2,500.00) for the second or subsequent offense within a three year period. Each day such violation or failure to comply continues shall be considered a separate offense.

L. Indemnification Requirement. By registering with the city, or by accepting a permit under this section, a permittee, agrees to indemnify, defend, and hold harmless the city, its officers, boards, committees, commissions, elected officials, employees and agents (collectively, "indemnified parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an indemnified party for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the permittee's acts or omissions in the exercise of its rights under this section, whether caused by or contributed to by the city or its agents or employees.

M. Discontinued and Abandoned Facilities.

1. Discontinued Operations. A permittee who has discontinued or who plans to discontinue its operations in the city, either in full or in part, must do one of the following:

   a. Provide information satisfactory to the department that the permittee's obligations for its facilities under this subdivision have been lawfully assumed by another permittee.

   b. Submit to the department a proposal and instruments for dedication of its facilities under this subdivision to the city. If a permittee proceeds under this clause, the city may, at its option: i) accept the dedication for all or a portion of the facilities; ii) require the permittee, at its own expense, to remove the facilities in the right-of-way at ground or above ground level; or, iii) require the permittee to post a bond or provide payment sufficient to reimburse the city for reasonably anticipated costs to be incurred in removing the facilities.

   c. Remove its facilities under this subdivision within two years, unless the department waives this requirement or provides a later deadline.

2. Abandoned Facilities. Facilities of a permittee who fails to comply with subdivision (1) above or facilities that are not claimed by any registered person and which remain either unclaimed by a registered person or unused for one year, shall be deemed to be abandoned. Abandoned facilities are declared to be a nuisance. In addition to any remedies or rights it has at law or in equity, the city may, at its option, do any of the following:

   a. Abate the nuisance;
b. Take possession of the facilities; or,

c. Require removal of the facilities by the permittee, or the permittee's successor in interest, or other person responsible for the facilities.

3. Public Utilities. This subsection shall not apply to a public utility that is required to follow the provisions of Wis. Stat. § 196.81.

N. Reservation of Regulatory and Police Powers. The city, by the granting of a permit to excavate, obstruct and/or occupy the right-of-way, or by registering a person under this section, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights which it has, or may be hereafter granted, under the constitution and statutes of the state of Wisconsin to regulate the use of the right-of-way; and the permittee, by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way, and the permittee agrees that all lawful powers and rights, regulatory power, or police power, or otherwise, as are or the same may be from time to time vested in or reserved to the city, shall be in full force and effect and subject to the exercise thereof by the city at any time. A permittee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general law, and ordinances enacted by the city pursuant to such powers.

O. Penalty. Except as otherwise provided in this section, any person who violates this section or fails to comply with the provisions of this section shall be subject to a forfeiture of not less than two hundred fifty dollars ($250.00) nor more than one thousand dollars ($1,000.00). Each day such violation or failure to comply continues shall be considered a separate offense."
ORDINANCE NO. 2023 -02

AN ORDINANCE REPEALING AND RECREATING TITLE 18 CABLE FRANCHISE ORDINANCE

THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES ORDAIN:

Section 1. That Title 18, the “Cable Franchise Ordinance,” of the City of River Falls Municipal Code is hereby repealed and replaced in its entirety as follows:

“Title 18 – VIDEO AND CABLE TELEVISION SERVICE PROVIDERS

Chapter 18.04 – VIDEO AND CABLE TELEVISION SERVICE PROVIDERS

18.04.010 – General Provisions.

The provisions of § 66.0420, Wis. Stats., are hereby incorporated as though fully set forth herein. The additional provisions of this section supplement those provisions of the state statutes and constitute and expression of the City's home rule authority. Any person who owns, leases, operates, controls, constructs or maintains a video service or cable television service shall comply at all times with the provisions herein when constructing, operating or maintaining a video service or cable television service in the City.

18.04.020 - Definitions.

The terms used in this chapter shall have the same meaning as those terms are defined in § 66.0420(2) Wis. Stats., which is incorporated by reference as though fully set forth herein.

18.04.030 – Video service provider fee and PEG channel monetary support.

A. Video Service Provider Fee. Video Service Providers and Cable Operators shall pay a Video Service Provider Fee to the City in an amount equal to five percent (5%) of the providers gross receipts.

B. Supporting Documentation. Payment of the fee set forth in Sub. A, above, shall be accompanied by documentation verified by an agent or officer with the authority to legally bind the provider that is sufficient for the City to verify the accuracy of the fees being paid by the provider. The failure to provide such documentation shall subject the provider to a forfeiture of not less than $100.00 nor more than $1,000.00 per day until such time as the documentation is provided to the City.

18.04.040 – PEG Channel Requirements.
A. **Number of PEG Channels.** Video Service Providers and Cable Operators shall provide capacity for three PEG channels. These channels shall be allocated as follows; one channel dedicated for use by local educational authorities; and two channels designated for local public access programming and local governmental uses.

B. **Location of PEG Channels.** PEG channels must be carried on any service tier that is viewed by more than fifty percent (50%) of the Video Service Provider's or Cable Operator's customers. Video Service Providers or Cable Operators may not charge an extra fee nor require the rental of special equipment in order for their customers to view such PEG Channels if such fees or equipment are not required to view any of the non-PEG channels on such service tiers.

C. **Quality of PEG Channels.** Video Service Providers and Cable Operators shall not carry a PEG television signal in a lesser format or lower resolution than that afforded to a non-broadcast digital programmer carried on the video or cable system. The signal quality of PEG channels shall be indistinguishable or better than the signal of other non-PEG channels carried by the Video Service Provider or Cable Operator.

D. **Drops/Origination Points.** Video Service Providers and Cable Operators shall supply and maintain upstream capacity from all current origination points, (a/k/a "live drops") and shall provide sufficient capacity for carriage of a television signal from each of these origination points at all times. These origination points are all located in the City of River Falls.

E. **Substantial Utilization of PEG Channels and PEG Programming; Procedures for Disconnection Due to Failure to Substantially Utilize PEG Channel.**

1. **Written Notice of Objection to Program as Not Locally Produced.** A Video Service Provider or Cable Operator must provide written notice to the PEG Public Access Coordinator within ten days of the first original airing of any program that the Video Service Provider or Cable Operator is objecting to the program as having not been locally produced. Such notice shall describe with particularity the program being objected to, the date and time the program was first aired and the factual basis supporting the objection. Failure to timely provide this notice waives the objection, in which case such program will be counted towards the determination of whether said PEG channel is being substantially utilized.

2. **Written Notification of Failure to Substantially Utilize Channel.** A Video Service Provider or Cable Operator must provide written notification to the PEG Public Access Coordinator within ten days following any week in which the Video Service Provider or Cable Operator objects that the PEG Channel has not been substantially utilized. Such notice shall describe with particularity the time period being objected to, the dates and times during the week in which qualifying programming was not aired and the factual basis supporting the objection. Failure to timely provide this notice waives this objection, in which case such programming period will be counted towards the determination of whether said PEG channel is being substantially utilized.
3. **Written Notification of Intention to Disconnect, Reprogram or Drop PEG Channel.** A Video Service Provider or Cable Operator must provide 120 days advance written notification to the PEG Public Access Coordinator that the Video Service Provider or Cable Operator intends to disconnect, reprogram or drop a PEG channel. A Video Service Provider or Cable Operator may not disconnect, reprogram or drop any PEG channel that it has not timely provided such written notice to. Furthermore, should the PEG Public Access Coordinator provide the Video Service Provider or Cable Operator with a written response that the PEG channel was substantially utilized during the time period in question or will be substantially utilized by the municipality, the Video Service Provider or Cable Operator shall not disconnect, reprogram or drop the PEG channel or channels.

4. **Penalty for Failing to Provide Notice(s).** If any Video Service Provider or Cable Operator disconnects, reprograms or drops any PEG channels without providing the notice(s) as required in subs. 1. through 3., above, the Video Service Provider or Cable Operator shall be subject to the following:
   a. Immediate reinstatement of the PEG channel to its location in the channel line-up prior to the disconnection, reprogramming or dropping of the channel;
   b. A forfeiture of not less than $1,000.00 nor more than $10,000.00 for each day that the PEG channel is disconnected, reprogrammed or dropped.

F. **Locally Produced Programming.** Locally produced programming shall include all programming produced by any PEG channel and shall include all programming that has not been commercially aired. "Locally produced programming" includes any program that was in part produced for original airing in the broadcast market in which it was produced either in part or in whole. The term "locally produced" shall not require that the programming was created, filmed or produced in the River Falls area. PEG stations may share and exchange programming content in order to meet the substantial utilization requirements of Sec. 66.0420(5)(b), Wis. Stats.

G. **Underwriting of Programming.** PEG channels may transmit non-commercial programming to subscribers generally or to specific recipients of Video Service Providers or Cable Operators. Nothing herein shall in any way prohibit or prevent PEG channels from accepting grants or sponsorships in support of such programming nor shall PEG channels be prohibited from acknowledging such grants or sponsorships before, during or immediately after such PEG programming has been broadcast in such a manner that is similar to the manner in which the Public Broadcasting System (PBS) acknowledges the substantially similar support of its programming content. Such acknowledgments shall comply with the requirements of 47 USC §399b as though the PEG channel were a public broadcast station. (8) **Notice of Intention to Move PEG Channel Locations/Designations.** Any Video Service Provider or Cable Operator, who intends to move any PEG channel from the channel designations in effect at the time that this ordinance is enacted, may only make such a change after providing 60 days advance written notice to the affected PEG channel(s). Additionally, such Video Service Provider or Cable Operator shall engage in a public education program of such intensity and duration as to reasonably inform the general public of the proposed PEG channel designations.

A. **Subject to Police Powers.** Video Service Providers and Cable Operators are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety, health and welfare of the public. The grant of a statewide video or cable franchise does not render or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Wisconsin to regulate the use of streets and public ways or to regulate any matter affecting the safety, health, and welfare of the public. The City shall make the Video Service Provider's and Cable Operator's history of compliance with such codes and ordinances available to the Department of Financial Institutions so that the Department may determine the provider's or operator's legal, financial, and technical qualifications to provide video services.

B. **Design, Permits, Construction, and Excavation.** Video Service Providers and Cable Operators shall comply with all applicable City codes and ordinances including any zoning ordinance regarding height and use restrictions and shall pay such permit fees, encroachment fees and/or degradation fees for the use of any municipal right of way in the future by the City, and shall be subject to any forfeitures so specified for any violations thereof. The City shall make the history of compliance with such codes and ordinances available to the Department of Financial Institutions so that the Department may determine the Video Service Provider's or Cable Operator's legal, financial, and technical qualifications to provide video services.

C. **Use of Cable Facilities.** The City shall have the right to install and maintain upon the poles of the Video Service Provider or the Cable Operator at a charge equal to the Video Service Provider's or Cable Operator's costs any wire or pole fixtures that do not unreasonably interfere with the cable television system operations, including future plans, of the Video Service Provider or the Cable Operator. The City shall indemnify and hold harmless the Video Service Provider or Cable Operator from any claim that might arise due to or as a result of the City's use.

D. **Construction and Technical Standards.**

1. **Compliance with Construction and Technical Standards.** The Video Service Provider or Cable Operator shall construct, install, operate, and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, and FCC technical standards.

2. **Additional Specifications.** Additional specifications shall be as follows:
   a. **Construction, installation, and maintenance of the cable television system** shall be performed in an orderly and workmanlike manner. All construction must also conform to all City of River Falls policies and permit requirements. The Video Service Provider or Cable Operator must provide erosion control, backfilling and compaction, and restoration to meet City of River Falls specifications. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel, and bundled with due respect for engineering considerations.
   b. **The Video Service Provider or Cable Operator shall at all times comply** with the applicable: i) National Electrical Safety Code (National Bureau of...
Standards); ii) National Electrical Code (National Bureau of Underwriters); and Applicable FCC or other federal, state, and local regulations.

c. The cable television system shall not endanger or interfere with the safety of persons or property in the franchise area or other areas where the Video Service Provider or Cable Operator may have equipment located.

d. Any antenna structure used in the cable television system shall comply with construction, marking, and lighting of antenna structures, required by the United States Department of Transportation.

e. All working facilities and conditions used during construction, installation and maintenance of the cable television system shall comply with the standards of the Occupational Safety and Health Administration.

f. In all areas of the City where all cables, wires, and other like facilities of public utilities are placed underground, the Video Service Provider or Cable Operator shall place its cables, wires, and other like facilities underground. When all public utilities relocate their facilities from pole to underground, the Video Service Provider or Cable Operator must concurrently do so.

E. Use of Streets.

1. Definition of "Street" for Purposes of Section 18.04.050. Street means the surface of and all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the City for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter held by the City which shall, within their proper use and meaning entitle the Video Service Provider or Cable Operator to the use thereof for the purposes of installing, repairing, or maintaining poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable television system.

2. Interference with Persons and Improvements. The Video Service Provider's or Cable Operator's system, poles, wires, and appurtenances shall be located, erected, and maintained so that none of its facilities shall endanger or interfere with the lives of persons or interfere with the rights or reasonable health, safety, or welfare of property owners who adjoin any of the streets and public ways, or interfere with any improvements the City may make, or hinder or obstruct the free use of the streets, alleys, bridges, easements, or public property. The Video Service Provider or Cable Operator shall secure a permit from the City Engineer for any improvements constructed in the public right-of-way in accordance with Section 12.12.010 of this Code.

3. Restoration to Prior Condition. In case of any disturbance of pavement, sidewalk, landscaping, driveway or other surfacing, the Video Service Provider or Cable Operator shall, at its own cost and expense and in a manner approved by the City Engineer, replace and restore all paving, sidewalk, driveway, landscaping, and streets or alleys, including any subbase which was disturbed, in as good condition as before the work was commenced and in accordance with standards for such work set by the City Engineer. After 30 days, if restoration measures are not performed to the reasonable satisfaction of the City Engineer, the City may
undertake remedial restoration activities, such activities to be performed at the Video Service Provider's or Cable Operator's cost.

4. **Erection, Removal and Common Uses of Poles.** Erection, removal and common uses of poles shall be in accordance with the following:
   a. No poles or other wire-holding structures shall be erected by the Video Service Provider or Cable Operator without prior written approval of the City with regard to location, height, types, and any other pertinent aspect. However, no location of any pole or wire-holding structure of the Video Service Provider or Cable Operator shall be a vested interest and such poles or structures shall be removed or modified by the Video Service Provider or Cable Operator at its own expense whenever the City determines that the public health, safety, or welfare would be enhanced thereby.
   b. Each Video Service Provider or Cable Operator shall use existing poles whenever possible and shall not construct or install any new, different or additional poles in the streets until the Video Service Provider or Cable Operator obtains the City's written approval.
   c. Where the City desires to make use of the poles or other wire-holding structures of the Video Service Provider or Cable Operator and the use will not unduly interfere with the Video Service Provider's or Cable Operator's operations, the City may require the Video Service Provider or Cable Operator to permit such use for reasonable consideration and terms.

5. **Relocation of Facilities.** If at any time during the period of the franchise the City shall lawfully elect to alter, or change the grade of any street, alley or other public ways or alter or change the location or width of any street and/or any municipal underground facilities, the Video Service Provider or Cable Operator, upon reasonable notice by the City, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

6. **Cooperation with Building Movers.** The Video Service Provider or Cable Operator shall, at the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. Expenses of such temporary removal, raising or lowering of wires shall be paid by the person making the request, and the Video Service Provider or Cable Operator shall have the authority to require such payment in advance. The Video Service Provider or Cable Operator shall be given at least ten days advance notice to arrange for such temporary wire changes.

7. **Tree Trimming.** The Video Service Provider or Cable Operator shall not remove any tree or trim any portion of any tree within any public street, as defined below, without the prior consent of the City, except in an emergency situation. The Video Service Provider or Cable Operator shall provide notice to any affected residents at the same time that the Video Service Provider or Cable Operator applies to the City for consent to perform tree trimming. The City shall have the right to do the trimming requested by the Video Service Provider or Cable Operator at the cost of the Video Service Provider or Cable Operator. Regardless of who performs the work requested by the Video Service Provider or Cable Operator, the Video
Service Provider or Cable Operator shall be responsible, shall defend and hold the City harmless from any and all damages to any tree as a result of the Video Service Provider's or Cable Operator's trimming, or to the property surrounding any tree, whether such tree is trimmed or removed.

8. **Road Cuts.** The Video Service Provider or Cable Operator shall not use road cuts, trenchless or subsurface methods for laying of cables or wires without the prior written approval of the City. Said written approval shall be in the form of a permit issued by the City Engineer as referenced in Subsection E.2 above.

9. **One-Call System.** The Video Service Provider or Cable Operator or its designee shall contact the one-call system, in accordance with §182.0175 Wis. Stats. before commencing any construction. The Video Service Provider or Cable Operator acknowledges that private sanitary sewer, water and stormwater laterals are not part of the one-call system and will take necessary measures to have these located by the owner. The Video Service Provider or Cable Operator shall be responsible for all damaged laterals and shall repair the laterals at its own expense.

**18.04.60 – Consumer Protection Regulations.**

Pursuant to the authority granted to the City under §66.0420(9)(b) Wis. Stats. and in addition to those rights provided in §100.209 Wis. Stats., and until such time as there is more than one Video Service Provider or Cable Operator, the City shall require the Video Service Provider or Cable Operator to comply with all customer service standards specified in 47 CFR 76.309(c).

**18.04.070 – Enforcement and Penalties.**

A. Except where otherwise provided, violation of any provisions of this Chapter shall result in a forfeiture of $250.00 per day per violation for each day that such violation occurs or continues to occur.

B. The imposition of a penalty in this Chapter shall not be deemed, nor shall it constitute any waiver on the part of the City, of its right to prosecute any claim for damage which might be or might have been caused to any public property by a violator.

**18.04.080 – Procedures.**

A. Whenever the City has cause to believe that the Video Service Provider or Cable Operator has violated one or more provisions of this Chapter, a written notice shall be given to said Video Service Provider or Cable Operator informing it of such alleged violation or liability. The written notice shall describe in reasonable detail the specific violation so as to afford the Video Service Provider or Cable Operator an opportunity to remedy the violation. The Video Service Provider or Cable Operator shall have ten days subsequent to the receipt of the notice in which to correct the violation before the City may impose penalties unless the violation is of such a nature so as to require more than ten days and the Video Service Provider or Cable Operator proceeds diligently within the ten days to correct the violation. In any case where the violation is not cured within ten days of notice from the City, or such other time limit as the Video Service Provider or Cable Operator and the City may mutually agree to, the City may then proceed with a forfeiture action for the uncured violation or violations.
B. The rights reserved to the City under this section are in addition to all other rights of the City whether reserved by this Chapter or authorized by law or equity, and no action, proceeding or exercise of a right with respect to penalties shall affect any other right the City may have.

18.04.090 – Force Majeure. The Video Service Provider or Cable Operator shall not be held in violation under, or in noncompliance with, the provisions of the Chapter, nor suffer any enforcement or penalty where such violation or noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, severe weather conditions or other catastrophic act of nature, labor disputes, inability to obtain necessary contract labor or materials, governmental, administrative or judicial order or regulation, or any other event that is reasonably beyond the Video Service Provider's or Cable Operator's ability to anticipate and control and that makes performance impossible.”

Section 2. Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the City of River Falls would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other person's circumstances shall not be deemed affected.

Section 3. Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

FOR THE CITY OF RIVER FALLS

__________________________________________

Dan Toland, Mayor

ATTEST:

__________________________________________

Amy White, City Clerk

Adopted: _____________
Published: _____________
MINUTES
HISTORIC PRESERVATION COMMISSION
December 14, 2022, at 6:00 pm
CITY HALL FOSTER CONFERENCE ROOM

HPC Members Present: Heidi Heinze, Jayne Hoffman, Mark Anderson, Denton Anderson, Pam Friede,
Jeff Bjork – Council Rep, Julie Huebel

HPC Members Absent:
Staff Present: Kendra Ellner – Planner, Emily Shively – City Planner
Others Present:

CALL TO ORDER
Meeting convened at 6:00 p.m.

HPC MEMBER VOLUNTEER HOUR REPORT
Mark Anderson – 3 hours
Heidi Heinze – 3 hours
Jayne Hoffman – 3 hours

APPROVAL OF MINUTES OF THE NOVEMBER 9, 2022 MEETING.
Bjork requested a correction to the minutes in the public comment section. Bjork said it was the 150-
year anniversary of Freeman Drug not 50 year. Ellner acknowledged and will make the change.
Minutes approved with change noted above - M/Bjork, S/ Hoffman 7-0, motion passes.

PUBLIC COMMENTS – Non-Agenda Items
Ellner mentioned that staff are curious about how HPC was pursing local designation vs. National
Register in the past since the ordinance is hardly enforced. Heinze recalled that the last structure that
was locally designated was the smokestack and since then nothing has been locally designated in 12
years. Heinze encouraged that the HPC add this topic to their work plan and to pick a City location to
pursue in the future such as the Foster Cemetery.

Ellner spoke about how staff are doing a write up for the new employee packet on Ingenious History and
requested that HPC provide some feedback if possible.

Ellner asked the group if there were any changes to the Glen Sign proof. HPC shared that they wanted to
remove the “First Photo” text from one of the images. Mark Anderson would resubmit to keep the
process going. Ellner also mentioned that it was approved by Amy Peterson, Community Development
Director that the $5k in the CIP budgeted for the interpretive signs would allow HPC flexibility to
possibly pursue two signs in one year or additional features if they are interested. HPC was thrilled by this news.

Hoffman discussed that the River Falls social club would like to do walking tours and have some HPC do presentations at their meetings. Hoffman will connect with the coordinator Mark to get more information. HPC discussed the details of the social club and that they would be interested in participating.

The final comment, HPC thanked Denton Anderson for his service on the HPC for 8 years. Denton Anderson spoke about how much he appreciated HPC and how much he has learned throughout his terms. Heinze mentioned that HPC hopes that they could still reach out to Anderson about sign locations and materials to get his thoughts on preventing vandalism. Denton Anderson agreed that he would always be available and appreciated all the support.

**DISCUSSION ITEMS**

1. **Lower-level Library Exhibit**
   Heinze reviewed with the HPC the layout and possibilities with display. There are many display cases, and it would likely be a year display downstairs and rotating display upstairs.

   Heinze suggested images, artifacts, maps and documents to be included in the displays hoping that the Pierce County Historical Association would contribute to the display along with other donations, knowing the items would be safe behind locked glass cases.

   Heinze and Hoffman mentioned that they brainstormed some themes that could be highlighted such as diverse stories from the past related to River Falls. HPC reviewed some possible photos for the library display from Hoffman's flash drive. Hoffman explained, some of the images and the stories behind the people they were intending on sharing.

   Heinze reiterated that there were more ideas and if any other members had any thoughts they are welcomed. Heinze said HPC could host, sponsor or partnership with PCHA, where PCHA provide the images and HPC could print them. Huebel confirmed that the print material does not have to be too durable as it will be behind glass. HPC briefly discussed possible materials to use and how much money is in the budget.

   Bjork asked if this project would be put together small parts at a time. Heinze confirmed that these are the ideas and direction they are intending to pursue but always open for more ideas. Bjork suggested: Ursula Peterson. Emily Shively recommended that HPC could also do a “share your story” collaboration with the community to provide images and historic inventory for River Falls. Huebel added that HPC should have a portal or mailbox for people to submit. HPC was in consensus that this was a good start to the project and Heinze, Hoffman and Huebel will take the lead on coordinating.

2. **2023 Work Plan**
   HPC reviewed the items on the Work Plan and potential events and activities associated with them discussing working with public works. Bjork interjected to add that Mike Stifter will be leaving his position as Public Works Director at River Falls to move back to his hometown in Hutchinson, MN. HPC was saddened by this news and want to send him a thank you.
HPC was in consensus about the items on the work plan and wanted to add tour of power plant and local designation as projects.

3. CLG Grant Application
Ellner mentioned that she forgot this was an agenda item because this part was discussed during public comment - Ellner updated the group on the CLG application progress, and the consultant quotes received. Pigeon Consulting quoted ~$30k and Hess Rossie quoted ~$50k. Ellner asked the group their preference for requesting $30k for the application and if the grant is awarded to the RF HPC, they would select Pigeon Consulting. Heinze reminded the group that Pigeon Consulting was related to a woman that lived in town in one of the historic districts that HPC is no longer pursuing in this grant cycle. However, Heinze supported the notion for selecting a local consultant. Mark Anderson asked how many properties in the district consented. Heinze explained it was approximately 5 and none of the churches supported. Mark Anderson believed the next cycle the churches could be swayed. HPC was in consensus to request $30k and select Pigeon if awarded.

Heinze wanted clarification that it would be two individual houses nominated one on fourth and one on sixth street. Ellner confirmed. Heinze hoped HPC could purse the districts again or update the Historical and Architectural Survey in the future. Especially with the Sesquicentennial coming up for River Falls Glen Park in 2023 people may be more history minded. Huebel also added that HPC should promote the properties that are Nationally Registered so that people are more aware. Huebel asked if the property owners that were supportive of the district designation were contacted that it will not be pursued this round. Ellner responded, that will be the next step after the CLG application is submitted. Ellner said Jason Tish, the WHS representative reviewed it and thought the application was shaping up well.

4. Glover Station School sign
Heinze and Mark Anderson said they went out and measured the potential size and location of the new sign at Glover School. Mark Anderson described his thought process for the design of the new sign, which was shown on the screen. Bjork claimed that he recalled the old sign was in the triangle part of the building and the colors were a green background and a cream-colored text. Huebel added that it was hanging. Ellner showed the current image of the Glover School. HPC discussed the material and location of the old sign and how the new sign could be replicated even without a reference of a color photo.

Heinze asked if HPC should wait to do more research and get more picture or order something to get in the budget this year. Bjork mentioned how difficult it was to get historic photos of Glover School and suggested to reach out to Betty Johnson. HPC really wants more pictures. Huebel announced that Spring should be the deadline to get photos but if nothing comes up then HPC should move forward. HPC was in consensus to wait before pursing more progress on the sign.

Anderson said the sign design was modeled after another train station depot. Heinze added that Hub70 could print and provide estimates of the potential material. Mark Anderson said if they really can’t find anything related it might be better to model after the school districts. HPC agreed and that it should be mounted not hanging because Denton Anderson recommended that people might try to mess with it or take it down if it was.
HPC reviewed what the sign said since there was only one clipping, they could find. Ellner showed it on the screen, and it said “Glover Station”. HPC was hopeful that there may be other pictures with other options.

Heinze mentioned one last item about Glover School. She mentioned she brought the maps to the print shop in Minneapolis, located in the old Green Belt Brewery building and how they are locally designated as well. The prices are the $90 per map to scan and the posters depending on the material ranges from $44 - $192. Heinze shared a sample with the group of the least expensive paper and since it will be in a frame HPC agreed it seemed sufficient. Framing and captions will be decided later or could be purchased sooner. Ellner shared the budget on the screen and showed that HPC has over $3k left. Ellner said that all purchases need to be made by December 20th otherwise it will be apart of next year’s budget.

Ellner asked if there was any other items HPC wanted to purchase before the deadline. Ellner reminded Heinze of the caption plates needed to be purchased. Heinze said she still needs to do that. Heinze also mentioned that Hub70 sells roll-up stands for $130. HPC was intrigued that there was potential for using them in the future.

5. **Historical Markers Map**
Ellner mentioned the map printed for the packet is not the most updated version but shared both on the screen. Bjork mentioned that Walker Farm and Freeman House were missing. Ellner showed the Freeman House marker but will add in Walker Farm. Ellner mentioned that staff are doing internal mapping of Outdoor Rec assets and the historical markers will be included. Heinze asked if this would be on the City website. Ellner confirmed that the intent would be to have an interactive map in the near future but Ellner can put a static map or the table in the interim.

Ellner will double check the Walker Farm and Academy plaques. Ellner will be adding images and welcome any changes or recommendations. HPC was in consensus and like the progress of the map.

Amy Peterson walked in briefly to say hi, thank Denton Anderson for his service and thrilled for Heidi Heinze staying on another term.

**ACTION ITEMS**
See Item #4 - Heinze makes a motion that HPC contract with Color Space Art Imaging to scan and reproduce the four images of the 1920s maps for Glover Station School.

M/Heinze S/Hoffman, 7-0 motion passes. Heinze will work with them and hoped to get the bill to Ellner before December 20th.

Adjourned at 7:02pm.

Submitted by: Kendra Ellner
Minutes of the Regular Meeting of the River Falls Housing Authority November 10, 2022,
Chair Todd Bjerstedt called the meeting to order at 6:25.
Present: Todd Bjerstedt, Liz Brunner, Jacqueline Niccum, Jason Stroud, Jacob Proue
Absent: None
Also Present: Peggy Chukel-Executive Director

Tenant Comments:
2 tenants were present. One wished to present issues to the board he felt management was not aware of or dealing with. He listed a couple of his concerns. PC stated that tenants should always present their concerns to the PM before moving up the ladder, but offered to personally meet with tenant the next morning.

ACTION ITEMS
1. Review and Approve Minutes of October Meeting: M/S/C- JN/JS
2. Review and Approve Payment of October & November Bills: M/S/C-JS/JP
3. Review and Approve October Budget Reports: M/S/C-LB/JN
4. Review and Approve Updated Medical Expense Deductions Policy: M/S/C-JS/JP
5. Review and Approve Medicare HRA for employees over 65 – Tabled until Board is presented with revised Benefits Policy

REPORTS
1. Vacancy & Re-Rental: Discussion of actual number of applicants vs number on waiting list, as many applicants are on multiple lists.

DISCUSSION ITEMS
1. Property Manager quit. PC noted that OM & Sr. PM stepped right in, took over getting pending work sorted out, caught up & duties reassigned to themselves. PC requested approval to give OM & PM a bonus from the salary not spent on the second PM for the extra duties they will be performing until a replacement is found.

2. Hail Damage: PC updated board on properties with hail damage, cost of deductibles, shopping for cheaper deductibles and/or building up escrow accounts.

ADJOURN: 7:25 M/S/C-JP/JN

Respectfully submitted by P L Chukel, recording secretary
PARKS AND RECREATION ADVISORY BOARD MINUTES
Wednesday, October 19, 2022 at 5:15 p.m.
Glen Park Pavilion

Members Present: Patricia LaRue (chair), Brandon Dobbertin, Brenda Gaulke, Matt Janquart, Alyssa Mueller (Council Rep), and Natasha Schaefer

Members Absent: Melissa Pedrini

Staff Present: Cindi Danke-Recreation Manager; Brenda Rundle-Recreation Assistant; and Mike Stifter-Public Works Director.

Others Present: Ben Fochs, Susan Reese, Peter Reese, and Rick Bowen.

CALL TO ORDER
Meeting convened at 5:16 p.m.

APPROVAL OF MINUTES
MSC Mueller/Janquart to approve the minutes of the September 21, 2022 Park and Recreation Advisory Board Meeting. Carried 6-0.

PUBLIC COMMENTS – Non-Agenda Items
Alyssa asked about the time frame that Park Board meets. It can be discussed if it the current time does not work for members.

DISCUSSION ITEMS
1. Park Board looked at the new playground equipment added at Glen Park, which consists of a modular play structure, play wall, two diggers, and two tot swings. The $30,000.00 equipment was funded by former shareholders (1929-2009) of River Falls Golf Club, while the City funded the poured-in-place rubber surface. Photos were taken with Rick Bowen, Susan Reese, Peter Reese, and Park Board members. Cindi thanked them on behalf of the City of River Falls. A plaque will be added to the equipment.

2. The final location has not yet been decided for the “Blossom” art sculpture at Glen Park, but the southeast and northwest corners of the park are being considered, possibly leaning towards the latter. The artist will have input as well.

3. Park Board looked at the new historic photos in Glen Park which were chosen and purchased by Historic Preservation Commission (HPC). There are two in the event room, and two in the bathroom hallway. Descriptive plaques will follow.

4. Mike Stifter updated Park Board on park projects. Five main playground projects are on the agenda for next summer, and they will benefit from some ARPA funding and late-season pricing. DeSanctis Park will get a swing set and site amenities. The trail though DeSanctis Park
will be re-surfaced next year. A survey will go out soon to residents near Westdale Park and Collins Park. Those two parks will likely receive replacement playground equipment in 2023, and Collins trails will be re-surfaced in 2024. Sterling Ponds overseeding was finished last week on the front part, and tall Karl Forester grasses were planted in the back part. About 25 trees were planted. A backstop and soccer nets were added, and next summer playground equipment will be added. Wells Park will also have playground equipment added next summer. Growth will be monitored in new and growing neighborhoods to see if new playgrounds or shelters will be needed. The dog park parking lot will be paved next week. The East Division Street trail will be re-paved from the funeral home to the new jughandle in the next week or two.

**ACTION ITEMS**

None

**CALENDAR**

The next Parks and Recreation Advisory Board meeting will be November 16, 2022. The December meeting will likely be December 14, 2022.

**ADJOURNMENT**

MSC Mueller/Dobbertin to adjourn the meeting at 5:55 p.m.

Respectfully submitted,

Brenda Rundle
Customer Service Representative
The meeting was called to order by Utility Advisory Board Vice Chair Mark Spafford at 6:30 p.m.

**Utility Advisory Board Present:** Adam Gierl, Mark Klecker, Chris Lick, Mark Spafford, Tim Thum and Kellen Wells-Mangold (virtually)

**Utility Advisory Board Absent:** Nick Carow

**Staff Present:**
- Utility Director Kevin Westhuis
- City Administrator Scot Simpson
- Community Development Director Amy Peterson
- Electric Operations Superintendent Wayne Siverling
- Wastewater/Water Superintendent Dean Seemuth
- Administrative Services Manager/City Clerk Amy White
- Utility Administrative Assistant Lanae Nelson
- IT Specialist Jon Smits

**Approval of Minutes:**
Meeting Minutes: 09-19-2022
MSC Thum/Gierl approve minutes. Unanimous.

**PUBLIC COMMENTS:**
Utility Director Westhuis welcomed newly appointed UAB member Mark Klecker.

Patricia LaRue, 489 Marcella Court spoke on the hydroelectric dam project and history.

**CONSENT AGENDA:**
Acknowledgement of the following minutes:
MSC Gierl/Lick approve minutes. Unanimous.

**NEW BUSINESS:**
Resolution 2022-08 – Recommending Award for 2023-2025 Tree Trimming Contract
Electric Operations Superintendent Siverling presented the recommendation for 2023-2025 Tree Trimming Contract with Zielies Tree Service for electric line clearance of tree and brush trimming. In 2020, the City Contracted with Zielies Tree Service on a three-year contract for line clearance trimming. In the current contract there is a renew clause that can be initiated if both parties agree to new proposed terms. The three-year contract is to complete electric line clearance for the electric utilities is $240,000 and it is on a two-year rotating basis. 2023 the total is $150,000 for the project; $90,000 is budgeted for distribution line trimming and $60,000 for the transmission line trimming. In 2024, $90,000 for distribution clearance only.

MSC Thum/Gierl moved to approve the resolution. As there was no further discussion, Vice Chair Spafford asked for a vote. The resolution passed unanimously.

Resolution Recommending Approval of the Feasibility Cost Sharing Agreement and Associated Documents for the Continuing Authorities Program Project with the U.S. Army Corps of Engineers
Community Development Director Peterson and U.S. Army Corps of Engineers St. Paul District Chief, Project Management Branch (PM-B) Nathan Wallerstedt and U.S. Army Corps of Engineers Water Resource Planner Jill Bathke presented on the feasibility cost sharing agreement and associated documents for the continuing authorities program project and with the United States Army Corps of Engineers (USACE).

Peterson presented on the history timeline of the City and the USACE with the Federal Interest
Determination (FID), the Continuing Authorities Program (CAP) program and the required Feasibility Study. The Feasibility Study will determine the scope of the project, which could include removal of one or both dams, river restoration and stormwater mitigation. The study timeline would be 18-24 months, and after that time the City would determine whether to move forward with the project into design. The CAP program provides 50% of federal funds for the study and the rest is local match; the first $100,000 is paid by the USACE and the remainder is a 50/50 cost share. Wallerstedt and Bathke presented history, costs, regulation process and further details on USACE, CAP and Feasibility Study.

The Board, Simpson, Peterson, Wallerstedt and Westhuis had discussion on the City’s relationship USACE, project options, City Council’s support on past resolutions on the dams, hydroelectric production and KCC funding. The board wanted further details to be included and outline in the packet on the scope study, community output and City letters with the USACE.

MS Wells-Mangold/Lick moved to table the resolution to early November 2022 and have a special meeting within 30 days. Vice Chair Spafford asked for a vote to table the resolution. The resolution to table passed unanimously 6-0. The resolution was tabled.

REPORTS:
Energy Assistance Process and Tools Report
Administrative Services Manager/City Clerk White presented information on the Customer Service Energy Assistance Program and the “Tools Report”. White reviewed the customer services process with billing, available programs, marketing to customers, assistance supporting agencies, resource centers, funding provided, and the support that the City of River Falls Customers Service Representatives give to all customers.

Finance Report
Westhuis gave a brief overview of the finance report, which was included in the packet. Westhuis and Simpson mentioned that in 2023 the utilities will do a cost of service studies for electric and water utilities.

Utility Dashboards
The 2022 September utility dashboard were included in the packet. Westhuis reviewed the Fall Cleanup event.

Monthly Report
The 2022 September monthly utility reports were in the UAB packet for review.

ANNOUNCEMENTS:
Westhuis reviewed the water tower work which has started in the Whitetail Corporate Park area.

Westhuis reviewed the U.S. Department of Energy’s National Renewable Energy Laboratory (NREL) has released its annual ranking for 2021. River Falls Municipal Utilities (RFMU) No. 7 in the nation for green power sales rate and No. 2 for green power participation rate.

ADJOURNMENT:
MSC Gierl/Thum to adjourn. Unanimous.
UAB Vice Chair Spafford announced meeting adjourned at 8:44 p.m.

Reported by: Utility Administrative Assistant Lanae Nelson

Lanae Nelson, Utility Administrative Assistant
The meeting was called to order by Utility Advisory Board Chair Kellen Wells-Mangold at 6:30 p.m.

**Utility Advisory Board Present:** Nick Carow, Mark Klecker, Chris Lick, Mark Spafford, Tim Thum, and Kellen Wells-Mangold

**Utility Advisory Board Absent:** Adam Gierl

**Staff Present:**
Utility Director Kevin Westhuis; Community Development Director Amy Peterson; Electric Operations Superintendent Wayne Siverling; Wastewater/Water Superintendent Dean Seemuth; Electric Meter Technician Brian Hatch; Management Analyst Fellow Ellen Massey; Utility Administrative Assistant Lanae Nelson and IT Specialist Sterling Hackney

**PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:**
Charles Rader, 402 S. 6th Street spoke solar energy, hydroelectric power and restoration of the river way.

Patricia LaRue, 489 Marcella Court spoke on the hydroelectric power.

Hal Watson, 215 7th Street spoke on support of the tabled resolution by staff to approve studies with the USACE.

William Hansen, N8723 1025 Street spoke on sustainable energy, hydroelectric power and solar energy.

Community Development Director Peterson introduced Management Analyst Fellow Ellen Massey.

**UNFINISHED BUSINESS:**
Resolution 2022-09 – Recommending Moving Forward with USACE Study on Potential Dam Removal, River Restoration, and Environmental Impacts (Tabled from October 17, 2022 UAB meeting)
Community Development Director Peterson presented the background of the potential USACE study. She reviewed the Kinni Corridor Plan and Kinni Corridor Collaborative (KCC), the June 2020 Flood, Powell Falls feasibility “Option 3”, the USACE 206 program possibility, the USACE CAP Program, the Kinni Corridor Collaborative, fiscal impacts and the summaries of City Council meetings.

The board, Community Development Director Peterson and Utility Director Westhuis discussed the project details, river classifications, studies, public private partnerships, KCC, recap on the USACE financials and timelines.

MS Carow/Thum moved to bring the tabled resolution back. Wells-Mangold asked for discussion. Spafford moved to amend the resolution on the last paragraph. Wells-Mangold brought discussion back to original resolution. As there was no further discussion, Wells-Mangold asked for a roll call vote. The resolution passed unanimously 6-0.

**ADJOURNMENT:**
MSC Carow/Thum to adjourn. Unanimous.
UAB Chair Wells-Mangold announced meeting adjourned at 7:35 p.m.

Reported by: Utility Administrative Assistant Lanae Nelson
West Central Wisconsin Biosolids Facility
Commission meeting
October 20th, 2022

Board Members Present: John Bond, Greg Engeset, Steve Skinner, and Gary Newton, Kevin Westhuis

Others present: Randy Lindquist, Jim Thanig, Eric Lynne (Donahue and Associates), Jeremy Wood, Matt Holman. On-line: Rick Caruso, Joe Intihar, Bradley Vick, and Kip Peters

Gary Newton called meeting to order at 8:30 am in New Richmond, Wi. (Public Works Room)

Consent Agenda:
Motion made and passed to approve October payments totaling $263,990.90. M/S John/Greg Passed unanimously

Motion made and passed to approve the September Board meeting minutes. M/S Steve/John Passed unanimously

Financial Report:
Randy presented financial report as outlined in agenda packet. Motion made and passed to approve financial report as presented ($248,664.90 total charges for services) in the agenda packet. M/S John/Steve Passed unanimously

Facilities Report:
Storage is full, waiting for hauler. Priority is to get product room emptied.

Waiting for Schwing on price for conveyor replacement.

Old Business:

Project .05 update:
- Eric with Donahue discussed a few things with the design progress. He showed the group 3D plans of the interior and exterior of what the finished building and project will look like.
- Will get phase .05 out to bid December 13 to the 15th.
- Open Bids in January
- Construction on phase .05 will begin in spring of 2023
- Does not notice any pause in inflationary pressures

New Business:
- Transportation Contract base fuel price amendment
  Synagro proposes using the Regional Federal weekly gasoline price index for fuel adjustment pricing. M/S Kevin/Steve Passed unanimously

- New Operator Position discussion / approval
  Randy indicated he would like to include a new operator position in the 2023 budget. Beginning the succession planning process.
• 2023 Budget Review / approval.
  12% budget increase in 2023. Fuel, labor, material, and equipment costs up. Moved and forward to membership as presented. M/S Greg/Kevin

• Annual meeting discussion.
  Will go over the new Hauler, Budget, projects, end product spreading. November 10th at the Phoenix in Baldwin.

• 2023 Commission seat nomination.
  Steve Skinner, New Richmond nominated to the Board for another term. M/S Kevin/John – Motion Passed

Miscellaneous:
Communication and Future agenda items

Adjournment: Meeting adjourned at 11:00am. M/S Greg/John
West Central Wisconsin Biosolids Facility

Annual Meeting of the Members

November 10th, 2022

Members Present: Tony Hines (Ellsworth), Dale Hines (Ellsworth), Becky Beissel (Ellsworth), Andrew Borne (Ellsworth), Brad Vick (Ellsworth), Joe Intihar (Hudson), Pat Nolan (Hudson), Kip Peters (Hudson), Rick Cariso (Osceola), Jim Thanig (Somerset), Donnie Kern (Somerset), Brandon Krohn (Somerset), Steven Kirby (Spring Valley), Jeremy Wood (Amery), Matt Holman (Prescott), Matt Wolf (Prescott), Gary Newton (Baldwin), Greg Engeset (Ellsworth), Kevin Westhuis (River Falls), Dean Seemuth (River Falls), Tim Johnson (Roberts), Brian Trembly (Roberts), Shawn Dakovich (Roberts), John Bond (Roberts), Steve Skinner (New Richmond), Peter Vrieze (New Richmond).

Others present: Randy Lindquist, Eric Lynne (Donahue and Associates)

Gary Newton called meeting to order at 6:30 pm at the Phoenix in Baldwin, Wi.

Consent Agenda:
Motion made and passed to approve November Bills totaling $92,225.25 M/S Steve/Greg Passed unanimously

Financial Report:
Randy presented financial report as outlined in agenda packet for the month of October. Motion made and passed to approve financial report as presented ($269,824.59 total charges for services) in the agenda packet. M/S Greg/Steve Passed unanimously

Facilities Report:
Randy gave a report of the condition and state of the facility and outlined the most current pressing issue of sludge storage and removal from the building. Since this meeting, the majority of the sludge has been removed and land applied.

Member Items and Discussion

Discussed Baldwin tanks for emergency use if necessary.

Project .05 update:

- Eric with Donahue discussed a few things with the design progress. He showed the group 3D plans of the interior and exterior of what the finished building and project will look like.
- Will get phase .05 out to bid December 13 to the 15th.
- Open Bids in January
- Construction on phase .05 will begin in spring of 2023
- Does not notice any pause in inflationary pressures

Donahue is full speed ahead with phase .05.

- Phase one was outlined by Donahue and there was a straw vote consensus to have Donahue proceed with getting budget numbers for the group to consider.
• 2023 Budget Review and Approval
  M/S Kip P./Steve S. Motion approved by unanimous vote.

**Election of Commissioner**
• 2023 Commission seat nomination.
  Steve Skinner, New Richmond nominated to the Board for another term. M/S Kip/Steve
  Motion Passed unanimously

**Adjournment**: Meeting adjourned at 8:00pm. M/S John/Kip
River Falls Library Board of Trustees  
Open Meeting  
Monday, December 5, 2022 at 6:30 pm

Guests: Kim Kiiskinen and Tony Pedriana.

1. Call to Order: The meeting was called to order by President Ferguson.
2. Quorum: A quorum was established.
3. Open Meeting Law: Library Director Misselt confirmed the meeting was properly noted.
4. Approval of the Agenda: Motion to approve the agenda was made by Roen, seconded by Downing. Motion carried.
5. Approval of Minutes: A motion to approve the minutes was made by Ritzinger, seconded by Metro. Motion carried.
6. Action Items:  
   a. Approval of October 2022 Library Expense Report: A motion was made by Metro to approve the Expense Report, seconded by Downing. Motion carried.
   b. Approve purchase of gift cards for less than halftime staff: A motion was made by Ritzinger to purchase gift cards for staff, to the amount of $100 for Pages, $300 for Clerks and $150 for the Library Aide. Motion was seconded by Davis. Motion carried.
   c. Approval of City Employee raises by 4% starting January 2023: A motion was made by Ritzinger, seconded by Davis to approve the raises for library staff. Motion carried.
7. Director’s Report:  
   a. BTR report: Misselt asked for feedback regarding our opinion of the report as well as additional information we might want. Discussion followed. It was agreed that we were quite satisfied with their extensive evaluation of the building, we wished to see more of what the architects had in mind regarding the remodel and renovation. A 3D presentation was suggested.
   b. 2023-2024 budget: Misselt presented a very detailed chart comparing funding for our library with other libraries in cities of similar size across the state. Discussion followed regarding funding for the library as well as approaching city council members.
   c. Future of Gallery: This is an ongoing discussion. Patrons miss the gallery, but there is a lack of funds. Options were discussed.
8. President’s Report: encouraged board members to talk to their city council members regarding funding and to attend Foundation meetings.
9. Adjournment: Meeting was adjourned at 8pm

Respectfully Submitted: Jean Ritzinger, secretary
Members present: Kerri Olson, Terry McKay, Mike Miller, Amy Halvorson, Joleen Larson, Russ Korpela, Heidi Hanson, Vince Seidling, Amy Freedman

Members Absent: Mike Pepin, Amy Halvorson,

Others present: Sam Burns, City Staff

CALL TO ORDER– Larson called the meeting to order at 8:33 a.m.

Agenda/Meeting Minutes
The meeting minutes for the September 13, 2022 meeting were approved. M/S McKay and Seidling to approve; unanimous

Financials
Olson reported that there were no changes to BID Board Financials.

New Board Member
Amy Freeman formally joined the BID Board following her nomination and approval by the Mayor and River Falls City Council. Freeman has been appointed for a two-year term.

Grant Applications
208 North Main St- Planner Burns presented on behalf of the applicant. The applicant was looking for grant funds to replace the awning on the exterior of the building. The applicant was seeking $652 in grant funds. M/S McKay and Miller to approve; unanimous

BID Board Website
McKay reported that she had been in contact with another vendor who has agreed to take over maintenance of the RFMainstreet.org website. McKay stated that the new potential vendor will put together a quote package which the BID Board can compare to it’s current vendor costs. The Board agreed to make a decision on future website funding at their next meeting.

Murals and Public Art
Planner Burns reported that the $5,000 allocated by the BID Board in a previous meeting was applied to the Maple St. Bridge Mural and the Mural is complete. A discussion was had on creating a new mural grant application for businesses to apply for. BID Board members directed staff to add a mural application section to the current application and address maintenance and upkeep of murals.
**Ethics and Bylaws**

Planner Burns reported that the City is looking to provide an ethics and bylaws refresher to all of the boards and commissions. A ethics and bylaws refresher for the BID Board will be forthcoming in early 2023.

**Board Elections**

Chair Larson shared that her term would expire at the end of 2023. Larson stated that they are looking to stay on the board but are no longer interested in being the chair. A discussion was had on the responsibilities of the chair and noted how Larson would stay on as a member and could additional help to get the new chair acclimated.

No members of the Board were interested in being the BID Board Chair at the time of this meeting. The Chair selection process was tabled for the next meeting. Members agreed to continue to have conversations and work to find a member to serve as chair.

The next meeting will be held January 10, 2023.

**ADJOURNMENT**

M/S Miller/Freeman to adjourn; unanimous vote at 9:30 a.m.
MINUTES
PLAN COMMISSION AND CITY COUNCIL WORKSHOP
CITY HALL TRAINING ROOM
NOVEMBER 1, 2022

PC Members Present: Lisa Moody, Patricia LaRue, Chris Holtkamp, Diane Odeen, Dan Toland, Mike Woolsey, Rebecca Prendergast

CC Members present: Scott Morrissette, Nick Carow, Todd Bjerstedt, Diane Odeen, Sean Downing, Jeff Bjork

Members Absent: Alyssa Mueller

Staff Present: Amy Peterson, Emily Shively, Mike Stifter, Jon Smits, Sam Burns, Kendra Ellner, Jason Stroud

Others Present: Stephanie Falkers, SRF Consulting; Ben Fochs (resident)

CALL TO ORDER
Meeting convened at 5:03 p.m.

DISCUSSION
SRF Consultant Stephanie Falkers provided an update on the Comprehensive Plan engagement and shared Engage RF website metrics. There was discussion on the scope of website metrics and what is tracked regarding site visits.

Falkers then gave an update on the Bicycle and Pedestrian Plan. The content of the plan will go to the steering committee in the next month, then to Plan Commission for review and City Council in March 2023. She gave a summary of what is in the plan including introduction, vision and goals, community context, public engagement, infrastructure recommendations and implementation, and policy and program recommendation and implementation. Staff is currently reviewing the plan. Falkers mentioned that funding will be important, applying for funding and matching locally, making an investment will be key to the success of the plan. In addition, big changes can be made with low-cost improvements. She also said staff is a powerful resource and to think about how to use staff, possibly shifting roles and responsibilities when implementing the plan. Finally, transportation and land use are connected, higher density development typically results in less impacts.

Falkers initiated discussion and questions on the Bike and Pedestrian Plan. Topics discussed were biggest challenges to the plan, how safety is implemented within the plan, predictions of trail users in the future, connectivity in neighborhoods/development, and how to prioritize projects within the plan.

Falkers discussed the next agenda item, the Outdoor Recreation Plan. The plan format includes introduction, planning region, key themes and goals, existing park inventory, needs assessment, and recommendations and implementation. Again, success for the project will mean investment and staff is a powerful resource. The plan focuses on new and existing facilities, maintaining, and enhancing natural resources, prioritizing spaces that connect people and resources, and balance of recreation, social,
culture, and public art. In addition, the plan includes accessible spaces to connect and recreate, and safe, accessible opportunities.

Falkers opened for discussion and questions on the Outdoor Recreation Plan. Items discussed include communication and education regarding accessibility to the school district property.

The next agenda item Falkers discussed was the Comprehensive Plan. She stated there are nine elements required by state statute to be include in the plan. She discussed how investment will again be key to success, recreation is a big part of the city’s identity and brings future opportunity, staff are a powerful resource, and variety offers opportunities for all.

Falkers opened discussion for the following questions: what is one question you would like answered in the Comprehensive Plan or what is one action you would like to see included in the implementation? Topics discussed included the following: energy efficiency being a priority in building, making it easier to walk major arterial streets, vision for the growth of our city and population projections, the new University STEM building and what that means for population projection, the document being a guide for making future decisions, accountability for making sure the plan is used in decision making, having policy to support the community’s interest in sustainability, keeping our city connected, and our downtown healthy and vibrant, educating our population that is not online, and education to residents regarding the plan and how it guides decision making.

Falkers stated that outreach has gone beyond city limits in the form of surveys and meetings for large property owners outside the City.

NEXT STEPS
Falkers shared the next meeting of the Comprehensive Plan Steering Committee will be November 17th, 2022. The next few months include reviewing and making recommendations for the Comprehensive Plan. In December, Plan Commission will review the Bike and Ped Plan and the Outdoor Rec Plan in January. February will include sharing the plan with the public and in March the Plan Commission and City Council will take action on the Plan.

ADJOURNMENT
The meeting adjourned at 6:07 p.m.

Respectfully submitted,

Angie Bond, Community Development Assistant
Members Present:  Patricia LaRue, Diane Odeen, Chris Holtkamp, Rebecca Prendergast, Mike Woolsey, Lisa Moody
Members Absent:  Dan Toland
Staff Present:  Emily Shively, Jon Smits, Jason Stroud
Others Present:  Ben Fochs (resident, 2529 Powell Ave., Town of Troy); Sean Downing; Matt Frisbie, Frisbie Companies; Alan Catchpool, Kimley Horn Engineering

CALL TO ORDER
Meeting convened at 6:31 p.m.

APPROVAL OF MINUTES
M/Holtkamp, S/Woolsey to approve minutes. LaRue clarified her comments on page 5 of the minutes from October 4, 2022. She asked to strike her comment stating the development across from Eco Village may not be affordable as her comment was that it may be hard for some residents to see development come in. Motion carried 6/0.

PUBLIC COMMENTS
None.

ORDINANCES AND RESOLUTIONS
PUBLIC HEARING: Planned Unit Development (PUD) General Development Plan (GDP) for an 86-unit two-family development on Paulson Road at Radio Road (PID 276116800000)
Odeen opened the Public Hearing for the PUD for Derrick Homes LLC. Planner Sam Burns presented.

Planner Burns noted that the first item on the agenda this evening is a General Development Plan submittal from Derrick Homes LLC. A General Development Plan is a conceptual level plan that shows items such as potential land uses, site layout, and location of structures. It is not the final or the highest level of detail for a development plan. More details will be provided when the Specific Implementation Plan comes before the Plan Commission and City Council.

He stated that the development site is located near the southeast corner of Paulson Rd and Radio Rd interchange, just south of STH 35 and Sterling Ponds Corporate Park and neighborhood and is sited on the southeastern parcel of the recently approved Thompson annexation. Derrick Homes is located to the southeast and future development will occur to the southwest. This lot will be subdivided in the future. Saturday Properties is located to the north of Paulson Road.
Planner Burns displayed an architectural rendering of the proposed buildings. The developer anticipates 86 twin homes with sidewalks on both sides of the street, and trail access for emergency services on the northeast side of the property. A trail along Paulson Road will provide bicycle and pedestrian connection to Whitetail Ridge and other areas of the City. The applicant is providing a mowed trail to connect to the west parcel as it is developed and will include a child’s play area in the new neighborhood. The applicant is asking flexibility regarding side yard setbacks. Currently code states side yard setback is 10 feet, they are asking for five feet. Planner Burns showed the two types of units that will be constructed, and stated sidewalks and amenities will be managed by HOA. The target demographic is empty nesters, owner occupied, but no age restriction.

Planner Burns said that staff has reviewed the project submittal and found it to be consistent with the comprehensive plan and official map as the site is zoned R-3 Multi Family. Regarding community benefits, the project will provide multi-family housing in a market with a current deficit. Additionally, the development is located close to employment, goods and services. The character of the proposed buildings is anticipated to be compatible with the surrounding area with quality materials and provide a cohesive layout. Engineering Design Standards will be addressed in detail during the SIP phase of the process. Preliminary review by staff has not raised any concerns. Finally, for Parks and Open Space, staff is not recommending any parkland dedication.

He concluded by saying that staff review has found the criteria for GDP has been met. The next steps for the General Development Plan application are to go before the City Council on November 22nd. If the GDP is approved, a Specific Implementation Plan application will be provided by the applicant and will be presented to Plan Commission and Council. The GDP and SIP being approved is a requirement for a PUD’s final approval. He said that staff recommends that Plan Commission forward the enclosed Council resolution approving the GDP for the site to the City Council with a favorable recommendation.

Odeen opened the floor for comments. There were none. Odeen closed the public hearing. M/LaRue, S/Holtkamp made a motion on the application.

Commissioner Holtkamp asked for clarification regarding an outlot with play area. Planner Burns showed the location on the site map. Holtkamp asked what is slated for the west side of the development and Burns stated it is higher density residential however no application has been received. Holtkamp also asked about architectural design and would like to see different designs without garage in the front. Burns stated that comments regarding this could be provided back to the applicant.

Commissioner Moody asked about the loss of five feet in the setback. Burns stated it is to allow for more lots. City Planner Shively noted that side yard setback in R1 and R2 for two family attached dwelling units is five feet side yard setback and in R3 it is a ten-foot setback. She stated side yard setback provides private open space and if that is lessened it provides more public open space options in exchange for the increased density.

Commissioner LaRue asked the size of the play yard, Burns said he did not have that information but can find out. LaRue asked about the properties being managed by an HOA and whether the trail that will be maintained by the HOA will be accessed and used by the public. She also inquired about the driveways that will serve each of the 88 and 190 units on each side of Paulson Road. The driveways will be across from each other with 40 mph traffic. She is asking if there is concern with the driveways facing each other and that many residences causing more traffic. Burns stated the City engineers have not flagged anything and he can note that being conscious of traffic flow is important. Shively stated there may be added turn lanes. Holtkamp asked about pedestrian crossing on Paulson Road between the two developments.
LaRue stated she has safety concerns. Burns stated he will make note of the concerns. Woolsey had a question about the pond and whether it will have the capacity for the additional development of the parcel. Burns stated that will be considered when talking to potential developer.

M/LaRue, S/Holtkamp to approve the Planned Unit Development (PUD) General Development Plan (GDP) for a 86-unit two-family development on Paulson Road at Radio Road. Woolsey stated that his guide in making decisions on housing is the City’s housing Study. That guiding document is being used by decision makers. All in favor 6/0.

**Planned Unit Development (PUD) Specific Implementation Plan (SIP) for The Uplands (formerly Paulson Road Apartments (PID 276109360100)**

Planner Sam Burns presented.

Planner Burns stated that the development site is located on Paulson Road, just north of Tattersall Distillery. He presented images of architectural renderings of the proposed housing. The four-story apartment building will consist of 8 studio units, 7 studio/alcove units, 53 1-bedroom units, 15 1-bedroom plus den units, and 17 2-bedroom units. Also included in the plan are staff offices, lobby space, a large community room, dog washroom, 3 individual business workrooms, and a bike/pedestrian workshop area. Outdoor amenities include a public courtyard, outdoor exercise space and game areas, connection to trails and a deck on the 2nd floor. A change from the GDP includes the ground floor no longer including a commercial tenant, that space will be used for additional housing units. Ample parking spaces are provided for the additional residential units.

The next steps include going before City Council on November 22, 2022. Staff recommends forwarding the Council resolution approving the SIP for the site to City Council with a favorable recommendation. M/Woolsey, S/Moody to recommend approval.

Moody asked about the commercial space that will now be residential units. Matt Frisbie, Frisbie Companies stated they sought a fitness franchise for the space but was unsuccessful due to the current economy. The 5,000 square foot space will be used for five additional residential units. LaRue asked about neighboring property owner, Mr. Sumner, and his stormwater concerns for his property. She asked if conversation had been had with him regarding his concern. Frisbie showed a map of the site and explained the stormwater management design which has been shared with Mr. Sumner. Holtkamp asked about the intersection of Paulson Road, North Main Street and concern for the additional traffic from all the new housing off Paulson Road. Shively stated that this location is part of the Tax Increment District, and those funds may be used to address traffic concerns of necessary. All in favor 6/0.

**REPORTS**

Emily Shively, City Planner, provided an update on projects and upcoming meetings. The City Council approved the GDP for Saturday Properties and the GDP for the Wells neighborhood on Apollo Road on October 25, 2022. The next step for both will be the SIP. There may not be a need to meet on December 6th. November 17th is the Comp Plan Steering Committee Meeting to review the Bike Ped Plan and January 3rd Comp Plan Steering Committee will include review of the Outdoor Rec Plan.
Odeen asked how many residential units were added in 2022. Shively mentioned Sterling Ponds 4th Addition, Highview Meadows 7th Addition and Lake George lofts were added in 2022, she does not have the total number of units but could provide that information. Burns stated that an update to the 2018 Housing Study should be coming soon and anticipates an increase to the total number of units needed.

Holtkamp asked to see traffic impact on Paulson Road with approximately 400 new units being added. LaRue mentioned that Saturday Properties was going to share examples of properties in other communities they have developed. She would like to get this information to visit the sites. Shively said that The Springs in Lake Elmo and Sundance in Woodbury are similar.

Woolsey asked about having access to a dashboard on the categories in the housing study to be able to track where we are with needs as new properties/units get added. LaRue stated that Section 8 residents struggle to find housing because most landlords do not accept Section 8. Holtkamp asked if the City can adopt fair housing laws based on source of income. Stroud stated he did not know the answer but can research the issue. Odeen stated it may be state statute that dictates what we do.

**ADJOURNMENT**

Commissioner Holtkamp made a motion to adjourn at 7:06 p.m. S/Woolsey; motion carried 6/0.

Respectfully submitted,

Angie Bond, Community Development Assistant
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Kendra Ellner, Planner

DATE: January 24, 2023

TITLE: Resolution Approving the Planned Unit Development (PUD) General Development Plan (GDP) for a 106-unit multi-family development on Radio Rd at Paulson Road (PID 276116900000)

RECOMMENDED ACTION
Adopt the attached resolution approving the Planned Unit Development (PUD), General Development Plan (GDP) for The Current.

INTRODUCTION
Capital Investment Partners (CIP) is requesting approval for a General Development Plan (GDP) for The Current, a multi-family development located at the southeast corner of Paulson Rd and Radio Rd. This project will develop 5 acres of the recently approved Thompson annexation. A GDP request is for approval of a conceptual plan of the project that depicts the proposed land uses, lot layout, access, utilities, open space, landscape areas, location of structures, and densities of the proposed dwelling units. Approval of the GDP establishes the basic right of use for the area, but the approval is conditioned upon the Specific Implementation Plan (SIP) remaining in substantial conformity with the GDP.

Location Map (subject property outlined in blue)
BACKGROUND
The applicant is seeking a Planned Unit Development (PUD) designation for the project. According to Sec.17.72.010, a PUD is “intended to encourage and promote improved environmental design by allowing for greater imagination and flexibility in the development of land, while assuring substantial compliance to the basic intent of the zoning ordinance and the comprehensive plan. Such developments are also intended to provide a safe and efficient system for pedestrian and vehicular traffic; to provide attractive recreation and open spaces as an integral part of the development; to enable efficient design in the location of public and private utilities and community facilities; and to ensure adequate standards of construction and planning. Flexibility granted to developers through the use of the PUD special use shall be repaid through the provision of enhanced design or other such benefit that may be derived by both the developer and the community.”

GDP approval is being requested to allow for flexibility from the zoning standards regarding the 1:1 open space requirement for multi-family residential developments. City code defines the open space ratio requirement as the “minimum square footage of open space required for each square foot of floor area per floor”. The total unit square footage is approximately 115,650 SF and currently there is 90,602 SF of open space, creating a difference of 25,048 SF. While open space is a prioritized public benefit, the requirement does not always result in the efficient use of land. Providing less open space than required favors denser developments which is also a public benefit as the ability to provide infrastructure to more units on less land makes it more efficient, preserves natural features, and still allows recreational access to open space and amenities. To make up for the required open space, the developer has added additional amenities such as large decks, patios, a pet area, and tot lot. The developer will also provide nature trail along the wetland to complete a pathway around the wetland that will be shared with the Thompson Heights neighborhood, as well as sidewalk connections to a new trail along Radio Road. These pathways will provide users access to offsite parks and open space such as Sterling Ponds Park and Whitetail Ridge Park, connections between neighborhoods and to other areas of the city.

PROJECT DESCRIPTION
The proposal includes four residential buildings, three stories tall, for a total of 106 apartment-style units. Each building will hold either 24, 28 or 30 units with mix of surface parking and garages. Units will range from one to three-bedrooms, and a breakdown of the unit mix includes a total of: 52 one-bedrooms, 42 two-bedrooms, and 12 three-bedroom units.

The development includes a fitness center and variety of amenities and trails to accommodate residents in exchange for the open space flexibility. Construction is anticipated to begin mid-summer of 2023 and anticipated development completion in the fall/winter of 2025.

Proposed Unit Mix
Proposed Elevation Renderings

28-30 unit building rear elevation

30-unit building - front elevation

Similar development being constructed in New Richmond
Proposed General Development Plan (note the direction of north as indicated on the plan)
ANALYSIS

The GDP is the first step in the PUD process that provides the conceptual layout of the project. A Specific Implementation Plan (SIP) will be prepared if the GDP is approved that will provide detailed civil, architectural, and stormwater plans. As a basis for determining the acceptability of a PUD application, the Plan Commission shall consider the criteria as listed in 17.72.070, Municipal Code, its consistency with the Comprehensive Plan and Official Map, and public benefits. These criteria, with staff analysis, are detailed as follows:

1. **Community Benefits.** The proposed GDP will add residential density to a growing area with access to a multitude of employment opportunities, goods and services, and parks and open space. The development will also support the expanding demand for housing that is noted in our updated Comprehensive Housing Study and Comprehensive Plan. The developer will also install a nature trail connection around the wetland on the east side of the property and a paved trail along Radio Road connecting to neighboring developments and the planned trail on Paulson Rd. This will allow for bicycle and pedestrian access to Sterling Ponds Park and neighborhood, the Whitetail Ridge corporate park and trails, and areas south towards downtown River Falls. The location provides easy access to Radio Rd. interchange at STH 35. This development adds to the growing neighborhood in the northern area of River Falls.

2. **Character and Intensity of Land Use.**
   a. **Character.** The developer has provided proposed elevations of the buildings showing three-story buildings with a pitched roof and a variety of exterior materials. All units are accessed via exterior walk-up stairways and have a private deck or patio. The site is anticipated to be compatible with the residential character of the area.
   b. **Density.** The proposed GDP is seeking a Planned Unit Development through Special Use Permit to provide flexibility in the open space requirement. With the project as proposed, the developer is providing more housing units at a greater density while still incorporating high-quality pedestrian accessibility and additional outdoor amenities for the residents. This density also allows for the efficient provision of services and utilities to serve the residential development.

3. **Economic Feasibility and Impact.** The total project valuation is estimated at $11.3 MM and the developer has stated many jobs will be needed for the construction of the project. In addition, more housing will provide residents with additional options for livability, access to goods and services to meet their daily needs as well as access to local employment opportunities.

4. **Engineering Design Standards.** Detailed engineering specifications will be provided in the SIP phase of the approval process to ensure the project meets engineering and design standards per the municipal code.

5. **Preservation and Maintenance of Open Space.** The developer has agreed to preserve the wetland, provide pedestrian access around the site, and install a connecting trail around the wetlands to the adjacent development. The developer will install a trail along Radio Rd to provide a bicycle and pedestrian network connection to trails on Paulson Road and Radio Road across Hwy 35 that allows users to reach other areas of the City.

6. **Consistency with Comprehensive Plan**
   The Comprehensive Plan Future Land Use Map was amended to guide the area High Density Residential upon annexation and the proposed project is consistent with this guiding. The project does not include any new roadways or changes to existing roadways and is consistent with the Official Map.
NOTIFICATION
A request for a Planned Unit Development General Development Plan (PUD GDP) requires a public hearing at Plan Commission. A notice for public hearing was placed in the Pierce County Journal on December 28, 2022, and the public hearing was held on January 3, 2023.

SUMMARY
The proposed development has met the zoning standards for high density multi-family housing development, with the exception of approximately 25,000 sf less of open space than the required 2.65 acres for the development, thus necessitating the flexibility of a PUD GDP. Flexibility regarding the open space requirement is recommended to be approved in exchange for the installation of trail connections, additional open space amenities, balconies and patios, and pedestrian accessibility throughout the development.

PLAN COMMISSION RECOMMENDATION
The Plan Commission reviewed the proposed PUD GDP for The Current at their January 3, 2023, meeting and held a public hearing. There was no one from the public who commented on the project. There was a discussion by the Plan Commission regarding the density of the development versus the availability of open space in this area since all three new developments proposed in the Thompson annexation area have requested flexibility with the open space requirement.

Staff relayed that each of these development projects must meet the public benefit criteria in order to obtain the open space flexibility and the amenities in each development do not count toward the requirements for the other developments. It was noted that if the code requirement was met exactly as is, that could result in a less efficient use of land and there is no requirement to develop the open space as an amenity beyond providing basic turf grass. Through the PUD process, enhanced open space features such as tot lot, pet area and trails have been provided along with incorporating wetland/storm water as features as amenities and not just mowed grass areas. These enhanced open space features, along with the new housing provided meets many of the City’s goals. The Plan Commission unanimously forwarded the enclosed resolution with a favorable recommendation.
RESOLUTION NO.

RESOLUTION APPROVING THE GENERAL DEVELOPMENT PLAN (GDP) FOR A 106-UNIT MULTIFAMILY DEVELOPMENT (THE CURRENT)

WHEREAS, Capital Investment Partners submitted an application for a Planned Unit Development (PUD) General Development Plan (GDP) for a 106-unit multifamily development ("The Current") located on Radio Road at Paulson Road; and

WHEREAS, the property is zoned R-3 Multiple family (High Density) Residence District and the applicant has requested flexibility with regard to the open space requirement for multi-family development and has agreed to install trail connections along the wetland and Radio Road, and include additional onsite amenities to enhance access to open spaces and livability for the development; and

WHEREAS, the Plan Commission reviewed the General Development Plan and held a public hearing on January 3, 2023; and

WHEREAS, the Plan Commission found the General Development Plan to be consistent with the Comprehensive Plan and Official Map and forwarded the General Development Plan for to the Common Council with a favorable recommendation;

NOW, THEREFORE, BE IT RESOLVED that the that the City Council of the City of River Falls hereby approves the General Development Plan for a 106-unit multifamily development (The Current) subject to the following condition:

1. The Specific Implementation Plan (SIP) shall be in substantial compliance with the approved General Development Plan (GDP) per Sec. 17.72.040.C.3.

Dated this 24th day of January 2023.

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor Toland and City Council Members
FROM: Karen Bergstrom, Human Resources Director
DATE: January 24, 2023
TITLE: City Administrator Annual Performance Review

RECOMMENDED ACTION
Approval of the performance review process and selection of committee members is requested.

BACKGROUND
The contract with City Administrator Simpson was updated in 2018 to extend the term from May 1, 2020, through April 30, 2025. The contract included an annual review by the City Council before May 1 of each year. Following the review, the Council may determine any changes to annual compensation or other benefits.

DISCUSSION
In 2014, City Administrator Simpson requested a full 360 review, which included the Mayor and Council members, direct and non-direct employees, and community members; to fulfill Simpson’s ICMA credential multi-rater assessment. It is expected another full 360 review will be conducted in 2024. Evaluations in other years have included the Mayor and Council members and direct reports, and a similar format is proposed for 2023. A committee comprised of Mayor Toland, Alderpersons Odeen and Morrissette, met last year to review the results and make a recommendation to the full Council. Staff is recommending the same committee members continue for the 2023 review process.

Next Steps
Survey Monkey has been used in the past to complete the evaluation, the survey from last year is attached. The proposed timeline would be as follows:

February 8  Approximate date for committee meeting to discuss any updates to survey before sending out
February 13  Send out survey to Mayor and Council members and direct reports
March 1     Completed survey due date
March 6     Approximate date for committee meeting regarding survey results
March 28    Council meets in closed session regarding performance review, updated job description, if applicable, and approves compensation adjustments, if applicable

A meeting will be scheduled the week of February 6 to finalize survey recipients, direct reports only or others and whether committee members want to update the survey in any way such as
scoring and/or question updates. The City Administrator’s 2021 contract, the 2022 contract amendment passed by Council and last year’s survey questions are attached for your information.

CONCLUSION
Staff recommends approval of the performance review process and selection of committee members.
RESOLUTION NO.

RESOLUTION APPROVING CITY ADMINISTRATOR ANNUAL PERFORMANCE REVIEW PROCESS

WHEREAS, City Administrator Scot Simpson is under contract through April 30, 2025; and

WHEREAS, the Mayor and City Council have agreed to an annual performance review; and

WHEREAS, an evaluation survey of the Mayor, Council Members and direct reports will be prepared and results compiled for review by an evaluation committee comprised of the Mayor, and Alderpersons Odeen and Morrissette; and

WHEREAS, results of the evaluation and recommendation of the evaluation committee will be brought to the full Council for discussion and action if needed.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby supports the City Administrator annual performance review process as presented.

Dated this 24th day of January, 2023.

______________________________
Dan Toland, Mayor

ATTEST:

______________________________
Amy White, City Clerk
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into this 23rd day of March 2021, by and between the CITY OF RIVER FALLS, 222 Lewis Street, River Falls, Wisconsin 54022 and Scot E. Simpson, 175 Kusilek Street, River Falls, WI 54022, hereinafter referred to as “City Administrator”.

WITNESSETH:

WHEREAS, the City of River Falls has hired Scot E. Simpson to the position of City Administrator of the City of River Falls in May 2009; and

WHEREAS, it is the intent and purpose of the parties to determine and establish the provisions of their agreement of said employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto respectively agree as follows:

Section 1. Definitions

“Council” shall mean the Common Council, otherwise known as the governing body of the City of River Falls.

“City” shall mean the City of River Falls.

“Employee” shall mean the City Administrator.

“Employer” shall mean the City of River Falls.

“Heads of municipal departments” shall mean the Community Development Director, Public Works Director, Finance Director, Asst. City Administrator, Human Resources Director, and Utility Director.

Section 2. Employment

Subject to the provisions herein contained, the City, acting by and through its Common Council, hereby hires and employs Scot E. Simpson as City Administrator of the City of River Falls.

Section 3. Effective Date

The effective date of this Agreement is hereby established as March 23, 2021 (the “Effective Date”). This Agreement shall replace in its entirety that former agreement between the parties hereto pertaining to the subject matter hereof from and after the effective date.
Section 4. Term

Subject to Section 9., the term of this Agreement shall be for four (4) years from the Effective Date, expiring May 1, 2025. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the City Administrator at any time, with or without cause, during the term of this Agreement, subject only to Section 9, below. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator to resign at any time during the term of this Agreement subject only to Section 9, below. Upon expiration of the term of this Agreement, the City Administrator’s employment with the City shall terminate unless the parties have executed a successor agreement.

At the end of the third (3rd) year of this Agreement, being May 1, 2024, the Council shall provide the City Administrator with notice of its intent to renew for a like term or not to renew the Agreement at the end of the term set forth above.

Section 5. Ongoing Employment Evaluations

The performance of the City Administrator shall be reviewed as follows. Evaluations shall be performed by the Council annually on or about each subsequent anniversary date of his employment, and may, at the option of the Council, be performed at any other time in addition to the mandatory review. The review shall include, but not by way of limitation, examination and evaluation of the performance of City Administrator and of the compensation by the City to City Administrator.

Section 6. Duties

The City Administrator shall perform each of the following functions and duties:

A. Those executive or administrative duties imposed by Wisconsin law and not assigned to any other officer or board, commission, committee, or to the Common Council.

B. As are set forth in the position description, attached hereto and incorporated by reference as Exhibit “A”.

C. As are set forth in Ch. 2.10 of the City Code.

D. As are set forth expressly or by incorporation in this Agreement

E. As are set forth in amendments to State Statutes or City Code.

F. Such other and further duties as are assigned from time to time by the Council.

Section 7. Salary

The City shall pay the City Administrator as compensation for his performance of the duties and services required under Section 6. above, a salary equivalent to $147,412.09 effective May 1, 2021, plus a cash payment of $1,200 per year for the purchase of life insurance. Thereafter, increases in salary shall be made in accord with then existing City policy and budgetary appropriations, as determined by the City Council following an annual review. Payment of the salary shall be in periodic installments at such times as other employees of the City are paid.
Section 8. Additional Benefits

A. The City shall provide, allow, or pay the City Administrator all benefits in the form of, life insurance, health and hospitalization insurance, and other like benefits and working conditions as are now provided, allowed, or paid to other employees of the City; and, subject to the provisions of this Agreement, the City reserves the right to increase, augment, change, reduce, or abolish such employee benefits in the same manner and to the same extent as other heads of municipal departments of the City. In the event that the City reduces or abolishes any employee benefits, it shall not be considered as a breach of its duties toward the City Administrator.

B. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of $4,800 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the River Falls region. For purposes of this Section, use of the car within the River Falls region is defined as travel to locations within a 75-mile radius of the City Hall. City pool vehicles are available to the City Administrator for travel outside of the River Falls area in lieu of mileage reimbursement.

C. The City shall provide PTO per City policy effective 6/1/2018.

D. The Employer shall contribute the sum of $14,000.00 annually in contributions into the Employee’s ICMA 457 account. The City Council shall determine any increase from this amount after completion of an annual review and in conjunction with salary increase determinations.

Section 9. Resignation; Termination of Employment; Severance Pay, When Applicable

A. The City may choose to terminate the employment of the City Administrator at any time during the term of this Agreement for cause. Termination for cause shall include, but not be limited to, conviction by a court of competent jurisdiction of any criminal act or omission involving moral turpitude (which shall include, but not be limited to, embezzlement, tax evasion, fraud, or criminal sexual conduct) which crime substantially relates to the circumstances of the City Administrator’s job duties, a violation of an express provision of the Wisconsin Statutes, or by failure, refusal, or neglect to perform the duties of the office of City Administrator as prescribed by this Agreement. In the event of termination of employment for cause, the City shall not be required to pay severance pay as set forth in Section B., below and the City Administrator shall forfeit any and all benefits per City policy.

B. In the event the City elects to terminate the City Administrator without cause, then the City shall make a severance payment to the City Administrator as follows: 1) a lump sum cash payment in an amount equal to the aggregate salary of the City Administrator which would have been paid to the City Administrator by the City through the term of the Agreement; and 2) all benefits per City policy. Provided, however, that the City shall not be required to maintain or pay for health insurance after any such termination under this Section 9.B.
C. The City Administrator may resign his employment with the City at any time; nothing in this Agreement shall prevent, limit, or otherwise restrict his right to submit his resignation. The City Administrator agrees to provide a three (3) month notice of his intention to resign. In the event of the resignation, the City shall not be required to pay to the City Administrator the severance pay prescribed in B., above, but he shall be entitled to benefits per City policy.

Section 10. Miscellaneous

A. The provisions contained herein shall constitute the entire agreement between the City and City Administrator. No additions or amendments hereto shall be permitted except by the mutual agreement of the parties; additions and amendments by the City shall be authorized by the Council, as provided by Wisconsin Statutes.

B. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement shall remain in effect and the objectionable portion thereof shall be deemed severable, and the remainder shall not be affected thereby and shall remain in full force and effect.

C. This Agreement shall be construed and applied under Wisconsin Law.

D. Notices. Notices under or pertaining to this Agreement shall be personally delivered or served by First Class U.S. mail as follows:

City: City Clerk
City of River Falls
222 Lewis Street
River Falls WI 54022

City Administrator: Scot E. Simpson
175 Kusilek Street
River Falls, WI 54022

Each party shall inform the other party of any changes in address within ten (10) days of the occurrence thereof.

E. Venue for disputes pertaining to this Agreement shall be in the Circuit Court, Pierce County, Wisconsin.

F. Residency. As of the effective date of this agreement, the City Administrator is maintaining his permanent place of residence at a location within the City limits of the City of River Falls. At no time during the term of this agreement shall he remove his permanent place of residence to a location outside of the City limits. Continued residency within the City is required and failure of the City Administrator to do so shall constitute cause for termination in accord with Section 9 A., above.

G. The City Administrator shall not engage in any other employment while employed by the City, nor shall he engage in any activity which presents a conflict of interest with his faithful performance of his duties as City Administrator. The Council reserves the right to determine what constitutes a conflict of interest.
H. If any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the severed portion were not included in this Agreement.

IN WITNESS WHEREOF, the City of River Falls has caused this Agreement to be signed and executed on its behalf by its Mayor who has signed and executed this Agreement, on the day and year first above written at the City of River Falls, Wisconsin.

CITY OF RIVER FALLS
By: ____________________________
   Dan Toland, Mayor
Date: 4-30-2021

CITY ADMINISTRATOR
By: ____________________________
   Scot E. Simpson
Date: 4-30-2021

Attest:

Amy White, City Clerk
Date: 4-30-2021
FIRST AMENDMENT TO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (hereinafter the "Amendment") by and between the CITY OF RIVER FALLS, a Wisconsin municipal corporation ("City") and SCOT E. SIMPSON ("City Administrator").

WHEREAS, City and City Administrator entered into a City Administrator Employment Agreement dated March 23, 2021 (the "Agreement"); and

WHEREAS, City and City Administrator desire to amend the Agreement to increase the City Administrator’s base salary as part of the annual review process set forth in Section 7 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, City and City Administrator agree as follows:

1. Base Salary Increase. Section 7 of the Agreement is amended such that the base salary for the City Administrator is increased from $147,412.09 per year to $162,150.56 per year effective May 1, 2022.

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument.

3. Remaining Terms. All other terms and conditions of the Agreement, unless specifically amended herein, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, City and City Administrator have executed this Amendment effective as the date of the last signature hereto.

CITY OF RIVER FALLS:

By: [Signature]
Name: Dan Toland
Title: Mayor
Date of Execution: 3-6, 2022

Attest:
Name: Amy White
Title: City Clerk

CITY ADMINISTRATOR:

[Signature]
Name: Scot E. Simpson
Date of Execution: 3-31, 2022
1. Introduction

You have been selected to provide feedback for Scot Simpson, City Administrator for River Falls, WI. Please use this form to provide honest and direct feedback about the leadership behaviors that Mr. Simpson demonstrates on a regular basis. Survey responses will be anonymous and combined to provide a complete review for Mr. Simpson.

If you have any questions, please contact Karen Bergstrom, HR Director, at kbergstrom@rfcity.org.

1. Please select your relationship to the City Administrator (select just one):
   - Council/Mayor
   - Direct Reports/Executive Team Members
2. Inspires a Shared Vision

Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

Rating Key:
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Provides direction around a vision:

2. Translates the City vision into actionable plans:

3. Successfully completes the City's plans (CIP, Fiscal Plan, Work Plan, etc):

4. Creates enthusiasm about the future of the City:

5. Shows others how their long-term interests can be realized by enlisting in a common vision:

6. Feel free to elaborate on ratings selected for this section.


Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

**Rating Key:**
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Makes appropriate decisions:

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2. Acts after making a decision:

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3. Takes risks:

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4. Encourages others to take risks:

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5. Supports the decisions of others:

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6. Pro-actively anticipates problems & opportunities:

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7. Applies critical thinking skills to crisis management situations:

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8. Feel free to elaborate on ratings selected for this section.
4. Focuses on Community

Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

**Rating Key:**
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Anticipates community needs:

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2. Seeks community feedback:

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3. Responds to community feedback:

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4. Models customer focus in interactions with community:

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5. Helps remove barriers to excellent customer service:

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6. Feel free to elaborate on ratings selected for this section.


5. Challenges to Process

Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

**Rating Key:**
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed;

1. Pursues better ways to get things done:

   1 2 3 4 5 6 7 8 9 10 N/O
   [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

2. Models breakthrough thinking:

   1 2 3 4 5 6 7 8 9 10 N/O
   [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

3. Acts as a change agent:

   1 2 3 4 5 6 7 8 9 10 N/O
   [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

4. Helps other manage through change:

   1 2 3 4 5 6 7 8 9 10 N/O
   [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

5. Feel free to elaborate on ratings selected for this section.

   [ ]
Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

Rating Key:
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Shows respect for others and their ideas:
   - 1 2 3 4 5 6 7 8 9 10 N/O
   - [Blank boxes filled in]

2. Encourages others involvement in making things better:
   - 1 2 3 4 5 6 7 8 9 10 N/O
   - [Blank boxes filled in]

3. Appreciates differences between people in thought and style:
   - 1 2 3 4 5 6 7 8 9 10 N/O
   - [Blank boxes filled in]

4. Allows for flexibility in how work is accomplished:
   - 1 2 3 4 5 6 7 8 9 10 N/O
   - [Blank boxes filled in]

5. Considers others’ needs when making decisions:
   - 1 2 3 4 5 6 7 8 9 10 N/O
   - [Blank boxes filled in]

6. Feel free to elaborate on ratings selected for this section.

   - [Blank space for comments]
7. Develops Self and Others

Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

Rating Key:
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Demonstrates personal growth and learning:

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2. Encourages continuous growth and learning in others:

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3. Acknowledges mistakes and learns from them:

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4. Sets clear performance expectations in advance:

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5. Shares positive performance feedback that is timely and direct:

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6. Shares negative performance feedback that is timely and direct:

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7. Sends candid messages that are focused on the issue, not the person:

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8. Leads by influence and example:

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9. Feel free to elaborate on ratings selected for this section.
8. Communication with Candor

Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

**Rating Key:**
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Communicates effectively and continuously:

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2. Listens to what others have to say:

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3. Shares opinions even when unpopular:

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4. Expresses disagreement earlier rather than later:

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5. Makes others feel safe in honestly expressing themselves:

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6. Feel free to elaborate on ratings selected for this section.
Please indicate the rating that corresponds to the degree to which you observe Mr. Simpson demonstrating the listed leadership behavior, according to the rating key below. N/O should be used if you have not been in situations that would afford you the opportunity to observe the behavior.

**Rating Key:**
1 = Never; 3 = Seldom; 5 = Sometimes; 7 = Most of the time; 10 = Always; N/O = Not Observed

1. Is visible, with positive presence:
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2. Is highly ethical and professional:
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3. Is an effective team member:
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4. Instills effective team membership in others:
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5. Models collaboration:
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6. Gets involved in making things better in the City and community:
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7. Feel free to elaborate on ratings selected for this section.
10. Leadership Behaviors

1. What 2-3 behaviors would you like to see this person do differently?
   More of? 
   Less of?

2. What 2-3 behaviors would you like to see this person continue?
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Jason Stroud, Assistant City Administrator

DATE: January 24, 2023

TITLE: Whitetail Ridge Corporate Park Property Lease Agreement

RECOMMENDED ACTION
Approve a resolution to enter into a two-year lease agreement for approximately 31 acres of agricultural land on the bluff top of the Whitetail Ridge Corporate Park with Dan Johnson.

BACKGROUND
In the early 1990s, the City acquired approximately 223 acres of property known as the Paulson Farm, which included a bluff and farmland, now known as Whitetail Ridge Corporate Park. The top of the bluff includes acreage that has been farmed over the years for agricultural purposes. In 2011, the adjacent property owner, Dan Johnson, agreed to lease 21 acres for $1.00 per year up to five years and more recently was able to gain access to an additional 10.5-acre parcel in the same area, totaling 31.5 acres of tillable land. With the recent construction of the Water Tower, available acreage was reduced slightly and is now closer to 31 acres.

DISCUSSION
It is in the City’s best interest to maintain the arrangement for another two years. This allows the continual agricultural use while also limiting the adverse vegetation, such as box elder and sumac from growing. The agreement saves City staff time maintaining the property, the potential cost of reseeding and plowing the property. There will be no change to the bicycle trails that exist in the corporate park due to leasing this additional land.

The lease outlines the termination process should the City need to provide the land for development.

FINANCIAL CONSIDERATIONS
Attached is a revised lease agreement decreasing the leased land from 31.5 acres to 31 acres, at the same rate of $1.00 per year.

CONCLUSION
Approve a resolution to enter into a two-year lease agreement for approximately 31 acres of agricultural land on the bluff top of the Whitetail Ridge Corporate Park with Dan Johnson.
RESOLUTION NO.

RESOLUTION APPROVING LEASE BETWEEN
CITY OF RIVER FALLS AND DAN AND ANNETTE JOHNSON
(Whitetail Ridge Corporate Park)

WHEREAS, the City purchased approximately 223 acres of property known as the Paulson Farm; and

WHEREAS, since 2011, the adjacent property owners, Dan and Annette Johnson, have agreed to lease 21 acres for $1.00 per year; and

WHEREAS, more recently have gained and maintained access to an additional 10.5 acres for a total of 31.5 acres for agricultural crop production; and

WHEREAS, the recent construction of the water tower has reduced available land by about. 5 acres; and

WHEREAS, it is in the City’s best interest to continue this relationship and may develop it in the future to meet the City’s needs;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls authorizes the City Administrator to finalize a lease agreement for use of the Whitetail Ridge Corporate Park for an anticipated revenue of $1 per year for a two-year period, unless terminated by either party under the terms of the agreement.

Dated this 24th day of January, 2023.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
City of River Falls, Wisconsin (hereafter “Lessor”), and the Dan and Annette Johnson (hereafter “Lessee”) hereby enter into a lease agreement under the following terms:

Lessor shall convey to Lessee the use of the following property:

Whitetail Ridge Corporate Park property described as the NW ¼ of the NW ¼, the SW ¼ of the NW ¼, of Section 25, Township 28 North, Range 19 West, (21 acres with woods on 3 sides and a fenceline on the west, and an additional 10.5 non-wooded acres to the southeast) as shown on the attached Exhibit A.

The term of this lease shall be from January 1, 2023, until December 31, 2024, at midnight on each date.

The Lessee is obliged to pay Lessor a total of $1.00 per year for the rights conveyed under this lease.

Lessee shall pay to Lessor $1.00 annually on or before March 1 until the expiration of this lease.

If Lessee fails to make a required payment within 30 days of the due date or engages in any acts or omissions which constitute waste or breach of Lessee’s responsibilities under this lease, the Lessor may terminate this lease upon ten (10) days notice. In the event of such a termination, Lessee shall bear any and all losses related to crops which have not ripened or which Lessee has not yet harvested as of the time of termination.

Lessee’s use of the described property shall be strictly limited to the raising of agricultural crops and no other or further use thereof without the express, written consent of the Lessor. No other or further use of the property shall be made without the express, written consent of the Lessor. During the course of using the property for crop-raising, the Lessee shall be allowed to apply fertilizers and weed killers but upon request shall advise the Lessor of the types of fertilizers and weed killers applied to the property.

In Lessee’s use of the described property, he shall restrict his cultivation of agricultural crops to that portion of the property identified as follows: A perimeter of an approximate width of ten (10) feet shall be left open and uncultivated on all sides of the described premises for recreational use and off-road cycling use by persons with the consent or approval of the Lessor. Nor shall
the Lessee remove, block or otherwise render unusable the existing off-road cycling trail on the west side of the described premises.

The Lessee understands and acknowledges that to the extent that third parties may make use of the perimeters of the described property for recreational purposes, the leasehold is not exclusive to the Lessee. Furthermore, the Lessor shall be held harmless and forgiven by the Lessee of any and all damage to standing crops which may occur during the term of this lease as a result of the acts of third parties.

Lessee understands and agrees that the Lessor shall have the option to terminate this lease prior to the end of the term expressed above as of December 31 of each year of said term. To invoke this right the Lessor shall provide notice in writing of its intent to terminate to the Lessee on or before November 1 of the year in which it intends to terminate the lease. In the event that the Lessee is so notified, Lessee understands and acknowledges that all crops standing on the leased property shall be harvested on or before December 31 of the year of such notice or they shall become the property of the Lessor, without any expectation of compensation therefore by the Lessee.

Upon the expiration or termination of this lease, the Lessee shall return the property to the Lessor in substantially the same condition as that in which it was found at the commencement of this lease and all personal property shall be removed from the property prior to the expiration or termination date.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

____________________________________ _________________________________
Dan Toland, Mayor     Dan Johnson

____________________________________ _________________________________
Amy White, City Clerk     Annette Johnson

____________________________________ _________________________________
Date       Date
MEMORANDUM

TO:        Mayor Toland and City Council Members
FROM:      Jason Stroud, Assistant City Administrator
DATE:      January 24, 2023
TITLE:     Crop Lease Agreement-County Road FF

RECOMMENDED ACTION
Approved the resolution for a two-year lease of the City-owned property adjacent to the landfill on County Road FF with Roger and Beverly Peterson, for crop farming only.

BACKGROUND
In 2005, the City purchased approximately 40 acres of property on County Road FF from the Pearl Kusilek Trust in for a future park. Roger and Beverly Peterson are farming the adjoining property and have leased the property since 2009. This is a renewal of the two-year lease that expired on December 31, 2022.

The lease is limited to the raising of agricultural crops and may be terminated at the end of each year with proper notice provided to the tenant by November 1.

FISCAL IMPACT
Maintain current annual lease with a 5% increase over the previous two-year period for a new payment of $2,310/year for both years, January 2023-December 2024. Financial terms will be
revisited beyond said period.

CONCLUSION
Approve the resolution to enter a lease agreement with Roger and Beverly Peterson.
RESOLUTION NO.

RESOLUTION APPROVING LEASE BETWEEN
CITY OF RIVER FALLS AND PETERSON FAMILY DAIRY, INC
(County Road FF property)

WHEREAS, the City purchased approximately 40 acres of land on County Road FF; and

WHEREAS, this property may be developed in the future for a park; and

WHEREAS, there is no immediate City use for this land and approximately 19 acres of it is currently being rented for crop land; and

WHEREAS, the Peterson Family Dairy, Inc. has agreed to pay $2,310 annually.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls authorizes the City Administrator to finalize a two-year lease agreement for use of the County Road FF property for $2,310 annually.

Dated this 24th day of January, 2023.

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
Lease Contract

The City of River Falls, Wisconsin (hereafter “Lessor”) and Peterson Family Dairy, Inc. (hereafter “Lessee”) hereby enter into a lease agreement under the following terms:

Lessor shall convey to Lessee the use of the following property:

County Road FF property described as the NE ¼ of the NE ¼ of Section 14, Township 27 North, Range 19 W.

The term of this lease shall be from January 1, 2023, until December 31, 2024, at midnight on each date.

The Lessee is obliged to pay Lessor a total of $2,310 per year for the rights conveyed under this lease.

Lessee shall pay to Lessor $2,310 annually on or before March 1 until the expiration of this lease.

If Lessee fails to make a payment on or before its due date, a late fee of $100 shall be due and payable immediately to Lessor.

If Lessee fails to make a required payment within 45 days of the due date or engages in any acts or omissions which constitute waste or breach of Lessee’s responsibilities under this lease, the Lessor may terminate this lease upon ten (10) days’ notice. In the event of such a termination, Lessee shall bear any and all losses related to crops which have not ripened or which Lessee has not yet harvested as of the time of termination.

Lessee's use of the described property shall be limited expressly to the raising of agricultural crops. No other or further use of the property shall be made without the express, written consent of the Lessor. During the course of using the property for crop raising, the Lessee shall be allowed to apply fertilizers and weed killers but upon request shall advise the Lessor of the types of fertilizers and weed killers applied to the property.

Lessee understands and agrees that the Lessor shall have the option to terminate this lease prior to the end of the term expressed above as of December 31 of each year of said term. To invoke this right the Lessor shall provide notice in writing of its intent to terminate to the Lessee on or before November 1 of the year in which it intends to terminate the lease.

Upon the expiration or termination of this lease, the Lessee shall return the property to the Lessor in substantially the same condition as that in which it was found at the commencement
of this lease and all personal property shall be removed from the property prior to the expiration or termination date.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

_________________________  ___________________________
Dan Toland, Mayor          Roger Peterson

_________________________  ___________________________
Amy White, City Clerk       Beverly Peterson

_________________________  ___________________________
Date                       Date
MEMORANDUM

TO: Mayor Toland and City Council

FROM: Jackie Hanson, Deputy City Clerk

DATE: January 24, 2023

TITLE: Resolution Establishing Number of Election Inspectors required on Election Day

RECOMMENDED ACTION
Adopt the resolution establishing a change of the number of required Election Inspectors per polling place from seven to five.

BACKGROUND
WI State Statue 7.30 states there shall be seven inspectors for each polling place at each election; however, WI State Statute 7.32 allows the governing body or board of election commissioners of any municipality by resolution to reduce the number of election officials and modify or rescind any similar previous action. No such action may reduce the number of officials at a polling place to less than three. It further states the number of election officials working at any given election shall be an odd number.

DISCUSSION
Clerk staff has noticed a decline in voter turnout in primary elections leading to the Spring Election each year. The 2021 Spring Primary yielded 3% voter turnout and 2022 Spring Primary yielded a 4% voter turnout of all registered voters. Staff is recommending the change to simplify the scheduling process for the lower turnout events. During larger elections, Clerk staff will evaluate and increase the number of Election Inspectors accordingly to meet voter demand.

CONCLUSION
It is advantageous to the city to have only as many election officials on duty as are needed for a given election. Therefore, staff is recommending approval of the resolution to reduce the required number of Election Inspectors from seven to five.
RESOLUTION NO.

APPROVING THE REDUCTION OF ELECTION INSPECTORS REQUIRED AT A POLLING PLACE

WHEREAS, WI State Statute 7.32 allows a municipal governing body to reduce the required number of election officials. No such action may reduce the number of officials at a polling place to no less than 3; and

WHEREAS, the City Council has determined that it would be advantageous to the city to have only as many election officials on duty as are needed for a given election.

NOW, THEREFORE, BE IT RESOLVED, there shall be a minimum of 5 election officials on duty at every election. At the discretion of the City Clerk, the requisite number of election officials may be increased for any election. However, the number of election officials working at any given election shall be an odd number.

Dated this 24th day of January 2023.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
MEMORANDUM

TO: Mayor and City Council
FROM: Jason Stroud, Assistant City Administrator
DATE: January 24, 2023
TITLE: Vibrant Spaces Grant Application

RECOMMENDED ACTION
Approve the resolution authorizing the application for the Wisconsin Economic Development Corporation Vibrant Spaces Grant.

BACKGROUND
The Wisconsin Economic Development Corporation (WEDC) has announced a local government grant opportunity to help local communities develop and enhance public spaces. This grant will provide up to 30 awards of $25,000-$50,000 each.

DISCUSSION
City Staff recommends applying for the vibrant spaces grant to improve the city property at the northwest corner at the intersection of Main and Division Street. This area is known as Inlow Park in the updated parks inventory. The goal is to add a new City pocket park that will be a vibrant gateway to our downtown area. Planned improvements could include the following: EV charging station, food truck space, meandering path leading to an overview of the river, nature-inspired landscaping, picnic tables, pollinator plantings and trailhead signage with walking routes through the downtown community. The existing petroleum vapor recovery building would be demolished, and the site would be prepped by the City.

CONCLUSION
The grant application requires a Council resolution authorizing the application.
RESOLUTION AUTHORIZING VIBRANT SPACES GRANT APPLICATION

WHEREAS, it is the intent of the City of River Falls, Wisconsin, a municipal corporation, to submit an application for the Wisconsin Economic Development Corporation's Vibrant Spaces Grant (CDI-VS); and

WHEREAS, it is necessary for the Common Council to authorize the application and designate a city representative; and

WHEREAS, the grant funding will be used to create a pocket park and make public space improvements on property owned by the City of River Falls at the Northwest corner of Main and Division Streets, now known as Inlow Park; and

NOW, THEREFORE, BE IT RESOLVED, that the Council authorizes city staff to apply for the Vibrant Spaces grant (CDI-VS) opportunity and designates the City Administrator as the authorized agent to act on behalf of the city for the application of the grant and receipt of grant funding if so awarded.

Dated this 24th day of January 2023.

______________________________
Dan Toland, Mayor

ATTEST:

______________________________
Amy White, City Clerk
PILOT GRANT TO ASSIST WITH PLACEMAKING EFFORTS
Creating vibrant and engaging communities helps communities recruit and retain residents, sustaining a robust labor force and enhancing the quality of life. Creating public gathering places in the heart of our communities fosters community connections and creates accessible locations for programming and amenities desired by local residents, with the additional benefit of boosting foot traffic for nearby businesses.

If your community has a vacant or underutilized space within a key commercial corridor, this grant could be your opportunity to create a community gathering space.

Competitive projects will:
» Incorporate multiple improvements within or associated with one public space
» Demonstrate community engagement and support via a community document/plan and/or letters of support from public, private and civic partners
» Be ready to begin construction during 2023
» Increase the number and types of audiences using the space
» Create visible and lasting transformation that fosters public activity

Review criteria:
» Creation of visible and pedestrian-oriented public space
» Potential of the space to attract multiple user groups and activities
» Impact of the project on the community, district and nearby businesses
» Demonstrated community support for the project (multiple funding partners, civic organization participation)
» Ability of the project to be started in 2023

PROGRAM TIMELINE
APPLICATION RELEASED
NOV. 15
APPLICATIONS DUE
JAN. 31
APPLICATIONS REVIEWED AND SCORED
FEB. 1 - MARCH
AWARD ANNOUNCEMENT
MAY 1

GRANTS OF $25,000-$50,000
to help local communities develop and enhance public spaces

KEY PROGRAM FACTS
» 1:1 local match required
» Application deadline: Jan. 31, 2023
» Local government applicants only
» One application per community
» Competitive application cycle with up to 30 grants awarded
APPLICATION PROCESS

Those interested in applying for the Vibrant Spaces Grant should:

1) Talk to your local municipality, since they will need to serve as the lead applicant.

2) Attend the informational webinar on Sept. 23 at noon: https://forms.office.com/r/r5mcMhfjjB

3) Reach out to your WEDC regional economic development director for a program application. Map and contact info: wedc.org/inside-wedc/contact-us/#regional

4) Collect relevant documents:
   a. Municipal resolution to apply
   b. Community plan, community document and/or letters of support that identify the project as a positive community investment
   c. Completed budget and cost estimates
   d. Photos and plans for the space (pictures of the amenities to be installed or project renderings)

5) Write a narrative about the space. Who uses it now? What is the vision for the space? How will the district and community benefit from the public space transformation?


THE FINE PRINT:

» Eligible activities include:
   o Public space improvements (projects activating alleys, programmable park spaces, vacant parcels and underutilized parking lots)
   o Public space enhancements (e.g., public art, landscaping, benches, bike racks)
   o Public signage (wayfinding, interpretive signage, kiosks associated with the space)
   o Public infrastructure (restrooms, water features, electrical, lighting)
   o Seasonal equipment with the intent to use annually (tables, chairs, umbrellas, heaters)

» Ineligible activities and costs include:
   o Building improvements, other than restrooms for public space use
   o District- or community-wide improvement projects
   o Events, staffing, programming, ongoing maintenance
   o Private spaces not accessible to the public
   o Activities eligible to be funded through other WEDC programs
   o Ineligible for grant or match: Past costs, in-kind contributions, indirect expenses/soft costs
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Emily Shively, City Planner; Todd Nickleski, City Engineer

DATE: January 24, 2023

TITLE: Resolution Approving a Privilege License in the Street Agreement to Allow a Private Driveway in a Portion of City Right-of-Way to Provide Access to a Parcel (PID 022010310100)

RECOMMENDED ACTION
Adopt the attached resolution approving a Privilege License in the Street Agreement.

BACKGROUND
Adam Tripp has a purchase agreement to acquire a 15-acre parcel from Joe and Amy Block. The parcel is located south of River Falls High School in the Town of River Falls. The parcel does not currently have access to a public street.

The City’s Official Map shows a future roadway connecting to 965th Street/South View Road south to the subject parcel and continuing southeast. The City obtained right-of-way easements across River Falls School District property at the northwest end of the future road connection when the School District purchased the property. Upon construction of the future road, the parcel would have access to a public street. However, there are no plans to develop a roadway in this location until significant development occurs in the area to the southeast.

REQUEST
To gain access to the parcel and develop the lot for a single-family home, Mr. Tripp and the Blocks are requesting a “privilege in the street” pursuant to Wis Stat § 66.0425 to allow for the construction of a private driveway through a portion of City right-of-way. The driveway will follow the alignment of the future roadway with a portion of the driveway utilizing the City’s right-of-way and a portion of the driveway utilizing a private access easement between the RFSD and the property owner.

DISCUSSION
The statute states that a privilege may be granted if the applicant assumes primary liability for damages to person or property by reason of the granting of the privilege and the applicant is obligated to remove any improvements upon 10 days’ notice by the City. The statute allows the City to receive compensation for a privilege; staff has determined that a fee of $1,800.00 is reasonable for this request.
Location Map

Future Road per the Official Map (dotted line)

Property requesting the privilege

River Falls High School

965th St./South View Road

City Boundary
Proposed Driveway

City right-of-way easement

Privilege location

City right-of-way easement

Privilege location

Property requesting the privilege

City right-of-way easement

Privilege location

Easement #402283

Private access easement
CONCLUSION
The request for a privilege in the street to allow a private driveway across portions of the City’s right-of-way is governed by Wis. Stat. § 66.0425. Staff has determined that the request is reasonable and will not interfere with future roadway construction as shown on the Official Map. The privilege document has been drafted by the City Attorney. Staff recommends adoption of the attached resolution approving the privilege license in the street agreement.
RESOLUTION NO.

APPROVING A PRIVILEGE LICENSE IN THE STREET AGREEMENT TO ALLOW A PRIVATE DRIVEWAY IN A PORTION OF CITY RIGHT-OF-WAY TO PROVIDE ACCESS TO A PARCEL (PID 022010310100)

WHEREAS, Adam Tripp has a purchase agreement to acquire a 15-acre parcel from Joe and Amy Block (PID 022010310100); and

WHEREAS, the parcel does not currently have access to a public street; and

WHEREAS, pursuant to Wis Stat § 66.0425 Mr. Tripp and the Blocks are requesting a “privilege in the street” to allow for the construction of a private driveway through a portion of City right-of-way; and

WHEREAS, compensation for the privilege shall be in the amount of $1,800.00 to be paid into the general fund; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby a privilege license in the street agreement, subject to the conditions therein.

Dated this 24th day of January 2023.

________________________________________
Dan Toland, Mayor

Attest:

________________________________________
Amy White, City Clerk
This is not a conveyance under Wis. Stat. § 77.21(1), and is not subject to transfer return or fee.

THIS DOCUMENT WAS DRAFTED BY:
Attorney Christopher B. Gierhart Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
PRIVILEGE LICENSE IN THE STREETS AGREEMENT  

(Pursuant to Wis Stat § 66.0425)

This Privilege License in the Streets Agreement (this “Agreement”) is entered into on the Effective Date as hereafter defined, by and between the City of River Falls, a Wisconsin municipal corporation (the “City”) and Joe Block and Amy Block (collectively, the “Property Owner”). The City and the Property Owner may be referred to individually as “Party” or collectively as the “Parties.”

WHEREAS, Property Owner holds title to the property legally described in the attached Exhibit A (the “Property”); and

WHEREAS, it was discovered during that an easement set forth in a Quit Claim Deed granted by the School District of River Falls to James O. and Judith. C. Tostrud to access the Property, recorded as Pierce County Document No. 430652 on August 19, 2002 (the “Tostrud Easement”), was partially over a portion of a right-of-way dedicated to the City by the School District of River Falls as set forth in that Quit Claim Deed recorded as Pierce County Document No. 402283 recorded on February 11, 2000 (the “City Right-of-Way Grant”); and

WHEREAS, in order to make use of the Tostrud Easement to access the Property, the Property Owner has approached the City to determine whether the City would grant a privilege in streets pursuant to Wis. Stat. § 66.0425 to resolve the access issues with the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement, the mutual covenants and promises each Party has made to the other as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF PRIVILEGE LICENSE. The City hereby grants to the Property Owner a privilege license for the purpose of granting the Property Owner the permission to encroach into a portion of the right-of-way for the unnamed City street as set forth in the City Right-of-Way Grant to construct a driveway (the “Driveway”) as depicted on Exhibit B and described in Exhibit C on the terms and conditions set forth in this Agreement (the “Privilege License”) consistent with the terms and conditions of Wis. Stat. § 66.0425. The Driveway traverses a portion of the unnamed City street as set forth in the City Right-of-Way Grant and a portion of property as described in the Tostrud Easement.

2. CONDITIONS OF PRIVILEGE LICENSE.
   a. The Property Owner shall remove the Driveway upon 10 days written notice by the City consistent with Wis. Stat. § 66.0425(2).
   b. The Property Owner waives the right to contest in any manner the validity of Wis. Stat. § 66.0425 and the amount to be charged for the Privilege License is the application of $1,800.00, which has been paid prior to execution of this Agreement.
c. The Property Owner waives any damages for removal of the Driveway and if the Property Owner does not remove the Driveway upon due notice, it shall be removed at the Property Owner’s expense as a special charge consistent with Wis. Stat. § 66.0425(4).

d. Third parties whose rights are interfered with by the granting of a privilege have a right of action against the Property Owner and not against the City consistent with Wis. Stat. § 66.0425(5).

e. The Property Owner shall only use the Privilege License per the terms of this Agreement. The Property Owner acknowledges the Privilege License does not grant the Property Owner any property interest in the City Right-of-Way Grant.

3. **TERM OF PRIVILEGE LICENSE.** This Agreement and the duration of the Privilege License shall be for a term of fifty (50) years or until such time as the City revokes the Privilege License and this Agreement which shall be in the City’s sole discretion, in which event the Driveway shall be removed consistent with Section 2.a hereof and Wis. Stat. § 66.0425(2).

4. **INDEMNIFICATION.** The Property Owner shall defend, save, and hold harmless the City, its legal representatives, its elected officials, officers, employees, authorized representatives, volunteers, and assigns, or others as the case may be (collectively the “Indemnified Party”), from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, penalties, liabilities, interest, decrees, costs, charges and expenses, including reasonable attorney’s fees, which may arise out of or in connection with the City granting the Privilege License to the Property Owner. The provisions of this Section 4 shall survive the termination or expiration of this Agreement.

5. **COVENANTS RUN WITH THE LAND.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land, and shall be binding upon, inure to the benefit of and be enforceable by each Party’s respective successors and assigns and any future owner of the Property. The Property Owner shall pay for any recording costs of this Agreement. Upon any sale, transfer, or other conveyance of the Property (each a “Conveyance”), the Property Owner shall notify the City in writing of such a Conveyance and include the name and mailing address of the new owner of the Property.

6. **CHOICE OF LAW AND LANGUAGE OF AGREEMENT.** This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance, shall be governed by the laws of the State of Wisconsin. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against either party.

7. **SEVERABILITY.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, all other provisions and conditions of this Agreement shall remain in full
force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding between the Parties. No other promises or agreements, either express or implied, shall be binding between them unless made in writing and signed by all Parties.

9. **NOTICES.** All notices to either Party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that Party=s last known address. If the other Party=s address is not known to the party desiring to send a notice, the Party sending the notice may use the address to which the other Party=s property tax bills are sent. Either Party may change its address for notice by providing written notice to the other Party.

10. **COUNTERPART AND FACSIMILE SIGNATURES.** This Agreement may be executed in two or more counterparts, all of which counterparts together shall constitute one agreement, and an executed agreement sent by facsimile, email, or other electronic means is as valid as the original.

    [Signature Pages Follow]
IN WITNESS WHEREOF, the Parties have executed this Privilege in the Streets Agreement on the day and year written below (the latest of which shall be the “Effective Date” of this Agreement).

CITY OF RIVER FALLS

______________________________
By: Dan Toland, Mayor

Attest:

______________________________
By: Amy White, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _________

This instrument was acknowledged before me on this ___ day of ______________, 2023, by Dan Toland, Mayor, and Amy White, City Clerk, on behalf of the City of River Falls, Wisconsin, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the City of River Falls.

______________________________
Name: __________________________
Notary Public, State of Wisconsin
My commission expires:
PROPERTY OWNER

Joe Block

Amy Block

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _______

This instrument was acknowledged before me on this ___ day of _____________, 2023, by Joe Block and Amy Block, to me known to be the person who executed the foregoing instrument and acknowledged the same.

___________________________
Name:_________________________
Notary Public, State of Wisconsin
My commission expires:
EXHIBIT A
Legal Description of Property

The Southwest Fractional Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 18 West, Town of River Falls, Pierce County, Wisconsin, EXCEPT those portions, if any, of the following parcels conveyed from the Southwest Quarter of Section 7, Township 27 North, Range 18 West, Town of River Falls, Pierce County, Wisconsin;

EXCEPT a parcel located in the NW¼ of the SW¼ of Section 7, Township 27 North, Range 18 West, further described as follows: Beginning at the NW corner of said NW¼ of the SW¼; thence East along the North line of said NW¼ of the SW¼ a distance of 430 feet; thence South parallel with the West line of said NW¼ of the SW¼ a distance of 1147.3 feet; thence West parallel with the North line of said NW¼ of the SW¼ a distance of 430 feet; thence North along said West line a distance of 1147.5 feet to the point of beginning.

ALSO EXCEPT that property described in Volume 179, at Page 714 as follows: A parcel of land located in the SW¼ of Section 7, Township 27 North, Range 18 West, Town of River Falls, Pierce County, Wisconsin, described as follows: Commencing at the W¼ corner of said Section 7; thence S 0°30'44" W (assumed bearing) 1147.98 feet along the West line of said SW¼ to the point of beginning; thence S 89°37'54" E 431.21 feet (previously recorded as 430.00 feet); thence N 0°30'44" E 1113.44 feet (previously recorded as 1114.3 feet); thence S 89°25'37" E 1560.37 feet along the South right of way line of Cemetery Road; thence S 0°30'44" W 486.00 feet; thence N 87°52'46" E 220.64 feet; thence S 0°30'44" W 180.49 feet; thence S 87°52'46" E 220.64 feet; thence S 0°30'44" W 686.74 feet; thence N 89°04'02" W 408.82 feet; thence S 04°14'55" W 1183.43 feet; thence N 89°59'05" W 660.81 feet; thence N 15°53'44" W 286.53 feet; thence N 27°34'36" W 219.27 feet; thence N 38°26'50" W 328.39 feet; thence N 57°28'40" W 161.14 feet; thence N 80°45'48" W 321.28 feet; thence N 0°30'44" E 567.19 feet along said west line of the SW¼ to the point of beginning.

ALSO, EXCEPT that property described in Volume 342, at Page 976 as follows: A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Seven (7), Township Twenty-seven (27) North, Range Eighteen (18) West, Town of River Falls, described as follows: Beginning at a point on the East line of said SW¼ a distance of 826.8 feet South of the center of said Section 7; thence West at a right angle a distance of 468.00 feet; thence South at a right angle to the South line of said SW¼; thence Easterly along said South line to the South quarter corner of said Section 7; thence North along the East line of said SW¼ to the point of beginning.

ALSO EXCEPT a parcel of 3.5 acres located in the NE¼ of the SW¼ of Section 7, T27N, R18W, further described as follows: Beginning at a point on the East line of said Southwest Quarter a distance of 481.8 feet South of the center of said Section 7; thence West at a right angle a distance of 177 feet; thence South at a right angle a distance of 31 feet; thence West at a right angle a distance of 291 feet; thence South at a right angle a distance of 314 feet; thence East at a right angle a distance of 468 feet; thence North along the said East line of the SW¼ a distance of 345 feet to the point of beginning.
ALSO EXCEPT a parcel of land located in the Southwest Quarter of Section 7, Township 27 North, Range 18 West, Pierce County, Wisconsin described as follows: Commencing at the northwest corner of said Southwest Quarter; thence on an assumed bearing of South 88 degrees 17 minutes 28 seconds East, along the north line of said Southwest Quarter a distance of 1993.61 feet to the point of beginning of the parcel to be described; thence South 02 degrees 00 minutes 41 seconds West a distance of 532.62 feet; thence North 86 degrees 22 minutes 49 seconds West a distance of 220.64 feet; thence South 02 degrees 00 minutes 41 seconds West a distance of 180.49 feet; thence South 86 degrees 22 minutes 49 seconds East, a distance of 220.64 feet; thence South 02 degrees 00 minutes 41 seconds West a distance of 686.74 feet; thence South 87 degrees 34 minutes 05 seconds East a distance of 485.44 feet; thence South 02 degrees 25 minutes 55 seconds West a distance of 41.50 feet; thence South 87 degrees 34 minutes 05 seconds East a distance of 200.00 feet to the east line of said Southwest Quarter; thence North 01 degrees 59 minutes 45 seconds East along said east line of said Southwest Quarter, a distance of 1450.00 feet to the northeast corner of said Southwest Quarter; thence North 88 degrees 17 minutes 28 seconds West along said north line of said Southwest Quarter, a distance of 684.42 feet to the point of beginning.

ALSO EXCEPT A parcel of land located in the Southwest Quarter of Section 7, Township 27 North, Range 18 West, Pierce County, Wisconsin described as follows: Commencing at the northwest corner of said Southwest Quarter; thence on an assumed bearing of South 88 degrees 17 minutes 28 seconds East, along the north line of said Southwest Quarter, a distance of 1993.61 feet; thence South 02 degrees 00 minutes 41 seconds West a distance of 532.62 feet; thence North 86 degrees 22 minutes 49 seconds West a distance of 220.64 feet; thence South 02 degrees 00 minutes 41 seconds West a distance of 180.49 feet; thence South 86 degrees 22 minutes 49 seconds East, a distance of 220.64 feet; thence South 02 degrees 00 minutes 41 seconds West a distance of 686.74 feet to the Point of Beginning of the property to be described; thence continuing South 02 degrees 00 minutes 41 seconds West a distance of 41.01 feet; thence South 87 degrees 34 minutes 05 seconds East a distance of 484.63 feet; thence North 02 degrees 25 minutes 55 seconds East a distance of 41.50 feet; thence North 87 degrees 34 minutes 05 seconds West a distance of 485.44 feet to the point of beginning.

ALSO EXCEPT THE FOLLOWING FOUR PARCELS:
Commencing at the W¼ corner of said Section 7; thence S 0°30'44"W (assumed bearing) 1147.98 feet along the west line of said SW¼ to the point of beginning; thence S 89°37'54"E 66.00 feet; thence S 0°30'44"W 577.48 feet; thence N 80°45'48"W 66.77 feet; thence N 0°30'44"E 567.19 feet to the point of beginning.
AND Commencing at the W¼ corner of said section 7; thence S 0°30'44"W (assumed bearing) 1147.98 feet along the west line of said SW 1/4; thence S 89°37'54"E 248.00 feet to the point of beginning; thence S 0°30'44"W 605.87 feet; thence N80°45'48"W 66.77 feet; thence N 0°30'44"E 495.58 feet; thence S 89°37'54"E 66.0 feet to the point of beginning.
AND Commencing at the W¼ corner of said section 7; thence S 0°30'44"W (assumed bearing) 1147.98 feet along the west line of said SW 1/4; thence S 89°37'54"E 248.00 feet to the point of beginning; thence S 0° 30'44"W 605.87 feet; thence N 80°45'48"W 66.77 feet; thence N 0°30'44"E 495.58 feet to the point of beginning.
AND Commencing at the W¼ corner of said section 7; thence S 0°30'44"W (assumed bearing)
1147.98 feet along the west line of said SW¼ to the point of beginning; thence S89°37'54"E 248.00 feet; thence S 0°30'44"W 66.00 feet; thence N 89°37'54"W 248.00 feet; thence N 0°30'44"E 66.00 feet to the point of beginning.

Pierce County, Wisconsin.
EXHIBIT B
Depiction of Driveway
EXHIBIT C
Legal Description of Driveway

A part of Lot 1, Certified Survey Map No. 402912 recorded in Volume 7 CSM on Page 192, being part of the Southwest Quarter of Section 7, Township 27 North, Range 18 West, Town of River Falls, Pierce County, Wisconsin, being the northerly 66.00 feet of and the westerly 66.00 feet of that portion of said Lot 1 described as follows:

Commencing at the West quarter corner of said Section 7; thence on an assumed bearing of South 89 degrees 46 minutes 36 seconds East, along the north line of said Southwest Quarter of Section 7, a distance of 215.00 feet; thence South 0 degrees 30 minutes 44 seconds West, parallel with the west line of said Southwest Quarter of Section 7, a distance of 1148.56 feet (previously recorded as 1147.42 feet) to a north line of said Lot 1 per Certified Survey Map No. 402912 and the point of beginning of the parcel to be described; thence North 89 degrees 37 minutes 54 seconds West, along a north line of said Lot 1 per Certified Survey Map No. 402912, a distance of 33.00 feet to the westerly right of way line of South View Road and the point of beginning of line hereinafter referred to as Line "A"; thence South 0 degrees 30 minutes 44 seconds West a distance of 1.61 feet; thence southwesterly a distance of 115.44 feet along a tangential curve concave to the northwest, having a radius of 147.00 feet and a central angle of 44 degrees 59 minutes 37 seconds: thence South 45 degrees 30 minutes 21 seconds West, tangent to said curve, a distance of 108.32 feet thence Southerly along a 213.00 foot radius curve concave to the southeast being tangent to the last described line and to a west line of said Lot 1 per Certified Survey Map No. 402912; thence South 0 degrees 30 minutes 44 seconds West, along said west line of Lot 1 per Certified Survey Map No. 402912, a distance of 234.91 feet to a south line of said Lot 1 per Certified Survey Map No. 402912 and the point of termination of said Line "A"; thence South 80 degrees 45 minutes 48 seconds East, along said south line of Lot 1 per Certified Survey Map No. 402912, a distance of 66.77 feet to the southerly extension of a line 66.00 feet easterly of and parallel with said Line "A"; thence northerly and northeasterly, along said line 66.00 feet easterly of and parallel with said Line "A" and its extension, a distance of 637.84 feet to said north line of Lot 1 per Certified Survey Map No. 402912; thence North 89 degrees 37 minutes 54 seconds West, along said north line of Lot 1 per Certified Survey Map No. 402912, a distance of 33.00 feet to the point of beginning.
MEMORANDUM

TO: Mayor and City Council
FROM: Keri Schreiner, Economic Development Manager
DATE: January 24, 2023
TITLE: Resolution Approving the Development Agreement between the City of River Falls and Oppidan Investment Company

RECOMMENDED ACTION
Council review and approval of the proposed development agreement between the City of River Falls and Oppidan Investment Company for an approximately 94,000 sq/ft industrial building in the Whitetail Ridge Corporate Park.

BACKGROUND
In August 2022, a local commercial real estate broker connected City staff to Oppidan Investment Company, doing business as Oppidan, Incorporated. The company is proposing the development of a for lease industrial building on the approximately 7.5-acre lot (Lot C) in the Whitetail Ridge Corporate Park. Oppidan Investment Company is a national property development firm headquartered in Excelsior, Minnesota with offices in California and North Carolina. The company focuses on senior housing, mixed-use and industrial development and has developed more than 566 projects valued at more than $4.3 billion and spanning 26.4 million-square feet throughout 40 states and parts of Canada.

DISCUSSION
In preparation for this project a development agreement (included in packet) has been drafted with Oppidan, Incorporated which outlines the terms of the funding and responsibilities of the parties. The company wishes to build an approximately 94,000 sq/ft building which is valued at $7,500,000 on an approximately 7.5-acre lot in the Whitetail Ridge Corporate Park. The building will include leasable industrial/manufacturing space to tenant(s). The company has requested the use of tax increment financing and this agreement includes a development incentive to be paid once the certificate of occupancy and certificate of completion for the new building is received.

The Developer’s Agreement includes the following parameters:
• Project starts within nine (9) months after the Effective Date and to substantially complete construction of the Minimum Improvements no later than one (1) year thereafter
• The minimum taxable value of the development property is $7,500,000
• Minimum tax payments will be $125,000 annually for 10 years after the substantial completion of the minimum improvements
• Development incentives provided in the approximate amount of $562,500 once the certificate of occupancy and certificate of completion for the new building is received
FINANCIAL CONSIDERATIONS
Financial Commitments:
Guaranteed value of the development (10 years) $ 7,500,000
Land Cost $ 653,400
City incentive provided at completion and occupancy $ 562,500
Minimum tax payments (10 years) $ 125,000

CONCLUSION
Staff recommends approval of the Development Agreement with Oppidan, Incorporated for the approximately 7.5-acre lot in the Whitetail Ridge Corporate Park.
RESOLUTION NO.

RESOLUTION APPROVING DEVELOPER’S AGREEMENT BETWEEN THE CITY OF RIVER FALLS AND OPPIDAN, INCORPORATED

WHEREAS, the City of River Falls and Oppidan, Incorporated have arrived at an agreement to build a manufacturing/industrial building in the Whitetail Ridge Corporate Park; and

WHEREAS, a Developer’s Agreement has been drafted covering minimum improvements and the provision of various forms of financial assistance; and

WHEREAS, the Development Agreement includes the following terms:
• Minimum tax value $7,500,000, minimum tax amount $125,000
• Guarantee term 10 years
• Maximum reimbursement $562,500

WHEREAS, the Common Council has reviewed the Developer’s Agreement at its meeting of January 24, 2023, and found the terms and conditions acceptable;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the Developer’s Agreement between the City of River Falls and Oppidan, Incorporated and authorizes the City Administrator to finalize the necessary terms and agreements on behalf of the City.

Dated this 24th day of January, 2023.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF RIVER FALLS
AND
OPPIDAN, INCORPORATED

THIS AGREEMENT, made and entered this _____ day of _______________, 2023 (the “Effective Date”), by and between the City of River Falls, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter called “City”), and Oppidan, Incorporated, a Minnesota corporation (hereinafter called “Developer”).

WITNESSETH:

WHEREAS, the City is the fee simple owner of platted lots in the Whitetail Ridge Corporate Park; and

WHEREAS, Developer is desirous of developing, constructing, owning, managing, and operating a proposed industrial building within the Whitetail Ridge Corporate Park, provided that the City makes available certain financial incentives and other means of assistance in conjunction with such development; and

WHEREAS, subject to a successful closing on the purchase of the Development Property, the City and Developer wish to agree to the development of the Minimum Improvements and the provision of various forms of financial assistance in that regard pursuant to the terms and provisions of this Agreement; and

WHEREAS, as of the date of this Agreement there has been prepared by the City a Tax Increment Financing Plan establishing City of River Falls Tax Increment District Number 13 (which plan, as it may be further amended, provided that no amendment shall adversely affect Developer, is hereinafter referred to as the "Tax Increment Financing Plan") and providing for the use of tax increment financing in connection with the development program described below; and

WHEREAS, the City believes that the construction of an approximately 94,000 square foot industrial building, within Tax Increment District Number 13 by Developer pursuant to this Agreement, and fulfillment of this Agreement is in the best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the development program has been undertaken and is being assisted; and

WHEREAS, the City believes that “but for” the City’s providing the Tax Increment Financing assistance, the Project would not be built and the important public benefits of the Project would not be achieved.
NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with each other as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1. Definitions.

In this Agreement, unless a different meaning clearly appears from the context:

“AGREEMENT” means this Development Agreement by and between the City and Developer, as the same may be from time to time modified, amended, or supplemented, in writing.

"ARTICLES AND SECTIONS” mentioned by number only are the respective articles and sections of this Agreement so numbered.

"CERTIFICATE OF COMPLETION" means the certification in the form of a certificate provided to the Developer, or its successors or assigns of this Agreement pursuant to Section 3.3 of this Agreement, certifying that the Project has been completed to the full satisfaction of both Parties and of this Agreement.

“CERTIFICATE OF OCCUPANCY” means the certification granted by the City of River Falls Building Inspector upon successful completion of the final inspection of each building associated with the Project, pursuant to Section 3.3 of this Agreement.

"CITY" means the City of River Falls, Wisconsin, and any agencies thereof.

"CDD" means the Community Development Department of the City of River Falls, Wisconsin.

“CONSTRUCTION PLANS” means the approved plans, specifications, drawings and related documents on all construction work to be performed, installed or constructed by Developer upon the Development Property pursuant to this Agreement, described in Section 3.1 and attached as Exhibit 5 upon approval by the City.

"COUNCIL" means the Common Council of the City of River Falls, Wisconsin.

"COUNTY” means the County of St. Croix, Wisconsin.

"COVENANTS" means the Whitetail Ridge Corporate Park Development Covenants and Design Guidelines, a copy of which is attached hereto and made part of hereof as Exhibit 2.

"DEVELOPER” means Oppidan, Incorporated, a Minnesota corporation.

"DEVELOPMENT DISTRICT” means the real property located within Tax Increment District No. 13, City of River Falls.
"DEVELOPMENT PROPERTY" means that certain vacant real property, being approximately 7.5 acres, located within Tax Increment No. 13, City of River Falls, and more particularly described in Exhibit 3 of this Agreement, and depicted as Lot C in the map attached hereto as Exhibit 6.

“HAZARDOUS MATERIALS” means materials and substances which because of toxicity, corrosivity, reactivity, ignitability, carcinogenicity, magnification or concentration within biologic chains, presents a demonstrated threat to biologic processes when discharged into the environment, and shall also include any material or substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances" (including asbestos, polyfluoroalkyl (PFAS) substances, perfluorooctanesulfonic acid (PFOS), polychlorinated biphenyls, petroleum or petroleum products, hydrocarbonic substances and constituents of any of the foregoing) or other similar designations under any present or future federal, state, or local laws, statutes, authorizations, judgments, decrees, concessions, grants, agreements, ordinances, codes, rules, regulations, orders, and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any substances or environmental activity including, without limitation, the following, as the same may be amended from time to time, and all regulations promulgated there under or in connection therewith:


Clean Air Act 42 U.S.C. §§ 7401-7626 et seq.;

Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. §§ 1251 et seq.;


Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; and

Safe Drinking Water Act 42 U.S.C. §§ 300 (f) et seq.;

"MINIMUM IMPROVEMENTS" means the approximately 94,000 square foot office/manufacturing building, including fixtures and equipment to be constructed by Developer upon the Development Property pursuant to this Agreement as such improvements are defined in the Construction Plans.

"PARTY" means either the City or Developer.

"PARTIES" means the City and Developer.
"PROJECT" means the construction and operation of the Minimum Improvements by Developer on the Development Property pursuant to the terms of this Agreement, and any additional improvements by Developer on the Development Property.

“SITE IMPROVEMENTS” means all utility and site related improvements to be installed and constructed on the Development Property, which shall include, but not be limited to, sanitary sewer, water, storm sewer, electrical, and other public improvements involved with the project.

"STATE" means the state of Wisconsin.

“SUBSTANTIAL COMPLETION” means the completion of the public and private infrastructure improvements pursuant to the Construction Plans, except for punch list items, landscaping and paving of parking lots, and the issuance of a Certificate of Occupancy from the City. Subject to Unavoidable Delays beyond the control of the Developer, any such incomplete items shall be fully completed within a reasonable time after the date of Substantial Completion, but not to exceed 90 days thereafter except site improvements such as landscaping shall be completed no later than 240 days after the date of Substantial Completion if weather or other conditions beyond the control of the Developer prevent completion of the same.

"TAX INCREMENT DISTRICT NO. 13" means the City of River Falls Tax Increment Financing District No. 13 as has been duly established by the City of River Falls according to the Wisconsin Statutes, Exhibit 4 attached.

"TAX INCREMENT FINANCING" means the general obligation, Tax Increment Bonds, or any form of tax increment financing that the City intends to issue to finance certain land acquisition and/or public development costs related to Tax Increment District No. 13 and the project. The term "tax increment financing" shall also include any obligations issued to refund the tax increment obligations of the City.

"TAX INCREMENT FINANCING PLAN" means the Tax Increment Financing Plan for the City of River Falls Tax Increment District No. 13.

"UNAVOIDABLE DELAYS" means delays, outside the control of the party claiming an occurrence, which are the direct or indirect result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation or other administrative procedures commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts or requirements of any federal, state, or local governmental unit (other than the City acting in its contractual capacity under this Agreement) which directly results in delays.

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS OF DEVELOPER

Section 2.1. Representations and Warranties by Developer.

Developer represents and warrants that:
(a) Developer is a corporation duly organized, existing, and in good standing under the laws of the State of Minnesota, and is not in violation of any provisions of its Articles of Incorporation or Bylaws, and has full power and authority to enter this Agreement and perform its obligations hereunder.

(b) Developer will use its best efforts to obtain, in a timely manner, all required permits, licenses, and approvals, and to meet in a timely manner all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements and any and all additional improvements may be lawfully constructed. Where this Agreement contains strict time deadlines with respect to any obligation, such strict time deadlines shall apply, and time shall be of the essence.

(c) Developer will use its best efforts to construct the Minimum Improvements and all additional improvements in accordance with all local, state, or federal laws or regulations, including, but not limited to energy conservation laws.

(d) Developer has no present notice or knowledge that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of the corporate charter or by-laws of Developer, or any evidence of indebtedness, contract or instrument of whatever nature to which Developer is now a party or by which it is bound, such that any conflicts or breaches would materially impair the project or deems City security hereunder inadequate.

Section 2.2. Obligations of Developer.

(a) **Description.** Subject to the terms and conditions of this Agreement, Developer hereby agrees and commits to construct the Minimum Improvements and complete the project within the time limitations of the Agreement. The Minimum Improvements will be constructed according to the Construction Plans to be submitted according to Section 3.1 of this Agreement. The parties understand that Construction Plans may be changed in accordance with Section 3.1 of this Agreement.

(b) **Uses.** Upon completion of the Minimum Improvements the uses of the property by Developer shall be for an industrial use building. Developer will comply with all applicable federal, state, and local laws and regulations relative to hazardous materials.

(c) **Utilities.** Developer agrees and hereby commits to maintaining electric, water and wastewater services through the River Falls Municipal Utilities.

(d) **Performance dates.** Developer agrees and hereby commits to commence construction of the Minimum Improvement within nine (9) months after the Effective Date and to substantially complete construction of the Minimum Improvements no later than one (1) year thereafter, subject to Unavoidable Delays and subject to the City's performance. The parties understand that time is of the essence with regard to the dates herein specified.
ARTICLE III
CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

(a) Developer agrees that it will construct the Minimum Improvements on the Development Property in substantial conformance with the approved Construction Plans for the Minimum Improvements. Said approved construction plans are attached hereto as Exhibit 5.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the City Council, Developer shall submit the proposed change to the Community Development Department for approval. A material change is one that negatively impacts the project's minimum value by more than five percent (5.0%), or requires approval due to City Ordinance. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 3.1, the CDD shall approve the proposed change; provided, however, that any such approval under this section 3.1(b) shall not constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. Such change in the Construction Plans shall be deemed approved by the CDD unless rejected in writing within 15 days by the CDD with a statement of the CDD's reasons for such rejection. The amount of time required by this process shall be added to and extend performance dates specified in Section 2.2(d).

Section 3.2. Commencement and Completion of Construction.

(a) Subject to Unavoidable Delays and performance by City, Developer shall commence construction of the Minimum Improvements within nine (9) months after the Effective Date, or such other date as the parties shall mutually agree in writing as an amendment to this Agreement. Subject to Unavoidable Delays or actions of City, Developer shall substantially complete construction of all the Minimum Improvements no later than one year after Developer has commenced construction of the Minimum Improvements. All work with respect to the Minimum Improvements to be constructed or provided by Developer on the Development Property shall be in conformity with the Construction Plans or any approved changes thereof as submitted by Developer and approved by the CDD.

(b) Developer agrees for itself, and every successor in interest to the Development Property, or any part thereof, that it shall promptly begin and diligently prosecute to completion construction of the Minimum Improvements thereon, and, subject to Unavoidable Delays and performances by City, that such construction shall in any event be commenced and completed within the period specified in this Section 3.2 of this Agreement.

Section 3.3. Certificate of Completion and Certificate of Occupancy.

(a) Promptly after substantial completion of the Minimum Improvements in accordance with the provisions of this Agreement, the City will furnish Developer with a Certificate of Completion and Certificate of Occupancy in substantially the form set forth in Exhibit 1 attached hereto. Such Certificate of Completion and Certificate of Occupancy shall be a
conclusive determination of satisfaction and completion of the minimum improvements necessary for occupancy.

(b) If the City should refuse or fail to provide a Certificate of Completion and Occupancy in accordance with the provisions of this Section 3.3, the City shall, within 15 days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain that Certificate of Completion and Occupancy.

(c) Upon receipt of the written statement reciting in what respect Developer has failed to complete the Minimum Improvements, Developer shall immediately rectify the stated shortfalls by complying with the City's requests. If Developer refuses to comply or disagrees with the City's requests, the parties shall resolve the issues created under the terms of Article XI of this Agreement.

ARTICLE IV
GUARANTEES OF DEVELOPER

Section 4.1. Purposes of Guarantees.

Both parties to this Agreement understand that there will be the commitment of and/or expenditure of public monies through the tax increment financing process for development incentives in the approximate amount of $562,500.00. It is the intent of the parties hereto to provide that Developer give adequate guarantees and security to ensure that the Minimum Improvements will be constructed, and the public monies will be repaid as specified below. The parties intend for this guarantee to cover the period of time before and after construction, to allow for the completion of the Minimum Improvements and the amortization of public expenditures for this project per the Tax Increment Financing Plan.

Section 4.2. Real Estate Purchase Agreement. The Developer intends to purchase the Development Property for $653,400.00 on the terms of that certain Agreement to Purchase Real Estate between City and Developer for the Development Property (the “Real Estate Purchase Agreement”).

Section 4.3. Guaranteed Assessment and Payment.

Developer agrees that the land and Minimum Improvements shall carry a tax assessment value of not less than $7,500,000.00 after the Certificate of Completion and Certificate of Occupancy is issued.

Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of land and Minimum Improvements at the agreed upon value of $7,500,000.00. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement. This waiver of protest and right to
contest the assessment shall continue for a period of ten (10) consecutive years, which is the amount of time necessary to repay, through the increment gain, the financial incentives contained herein. Provided, that after ten (10) years, or in the event the assessor assesses the Development Property above $7,500,000.00, Developer shall retain all statutory rights of notice and protest to any real estate tax assessment.

In no event shall the assessment ever be lower than $7,500,000.00 for the Minimum Improvements during the repayment of the tax increment financing for this Project. Regardless of the minimum assessed value of the Project which is imposed by this section, the minimum amount of real estate tax the Developer shall pay with respect to the Development Property and Minimum Improvements shall be no less than $125,000.00 per year after the substantial completion of the Minimum Improvements. Any shortfall between the amount shown on the County issued tax statement and the minimum tax shall be paid to the City Treasurer by January 31 of each year. This minimum tax obligation shall be effective for ten (10) years for the Development Property and Minimum Improvements, commencing upon the date of the issuance of the Certificate of Completion and Occupancy.

Section 4.4. Option to Purchase.

Subject to Unavoidable Delays, Developer agrees that if Minimum Improvements are not (i) commenced within nine (9) months after the Effective Date, or (ii) substantially completed within one year after commencement, the City has the exclusive option to purchase the Development Property back from the Developer for an amount which is equal to $653,400.00 (the “Option”). If the City exercises this Option, Developer shall convey the Development Property to City, free and clear of all liens and encumbrances, within thirty (30) days of the date City exercises such option. If City wishes to exercise the Option, the City shall notify the Developer in writing. Upon exercise of said Option, Developer and the City shall enter into a purchase and sale agreement for the Development Property consistent with the terms set forth herein and as reasonably practical after the City has given Developer written notice as contemplated in this section. The purchase of the Development Property by the City shall be completed and closed within thirty (30) days from the date the City gives notice it is exercising its Option.

If the City exercises its Option, the Developer shall provide an owner’s policy of title insurance issued by a reputable title insurer in the amount of the purchase price showing good and merchantable title to the Development Property. The Developer shall pay all costs of the owner’s title policy described above, together with a gap endorsement. The City shall pay for any other endorsements requested by the City. The Developer shall bear the costs of any real estate transfer taxes assessed due to the conveyance. The City shall pay all recording fees. The City and the Developer shall each pay one-half of the reasonable and customary fee imposed by the escrow agent for the title insurer.

The City and the Developer agree to negotiate the remaining purchase terms in good faith and in accordance with custom in which the Development Property is located.
ARTICLE V
CITY OBLIGATIONS

Section 5.1. Tax Increment Financing and Uses Thereof.

(a) Subject to the terms of this Agreement, the City hereby commits to provide Tax Increment Financing to Developer in the amount of $562,500.00. The City shall pay to Developer the sum of $562,500.00 using Tax Increment Financing within five (5) business days of the issuance of the Certificate of Completion and Certificate of Occupancy for the Project (the “Cash Incentive”). The $562,500.00 worth of Tax Increment Financing funds shall be used for development incentives that reflect the City’s investment.

(b) Source of Tax Increment Funds. The City, in its discretion, shall use whatever financial resources are available, to provide tax increment financing in the amount of $562,500.00. The options retained by the City include, but are not limited to, promissory notes, general obligation bonds, or tax increment bonds. The terms and conditions of Tax Increment Financing Plan, Tax Incremental District No. 13, as dated October 2018, is attached hereto as Exhibit 4, as the City is governed by such Plan.

Section 5.2. Performances and Performance Dates by City.

Subject to Unavoidable Delays, and performance by Developer, the City shall follow and be bound by the following dates:

(a) The City shall construct all public utilities, which include street, curb, gutter, electrical, water, sanitary, and storm sewer necessary to serve the Development Property, at the City’s expense. Public utilities, including electrical, water and sanitary sewer services, will be available for hookup at the time the Minimum Improvements are completed. The public improvements shall be constructed at City expense. Developer shall be responsible for paying all utility extensions and laterals necessary to serve the building that run from the mains to the building.

(b) Convey the Development Property to the Developer on the terms of the Real Estate Purchase Agreement.

ARTICLE VI
OTHER PERFORMANCES

Section 6.1. Excesses.

The specified amounts identified in this Agreement shall be the maximum Tax Increment liability of the City and the City shall not be obligated to pay from Tax Increment Funds any amount in excess of those delineated in this Agreement.

Section 6.2. Installation of Improvements.
Developer shall be completely responsible for the installation of all private utilities and the Minimum Improvements, and none of the project shall be constructed by the City except for the public improvements. The City's obligation herein is to provide the amounts of tax increment financing for the purposes specified in Section 5.1 and construction of the public improvements.

**ARTICLE VII**
**ASSIGNMENT AND TRANSFER**

Section 7.1. Representation as to Redevelopment.

Developer represents and agrees that its undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. Developer further recognizes that, in view of:

(a) The importance of the development of the Development Property to the general welfare of the community; and

(b) The substantial financing and other public aids that have been made available by the City for the purpose of making such development possible;

That the Minimum Improvements will be constructed in a timely and workmanlike manner.

Section 7.2. Assignment and Transfer to Assignee – Prior to Issuance of Certificate of Completion and Certificate of Occupancy.

Prior to or during the construction of the Minimum Improvements, the Developer may transfer, assign, or sell the Development Property to a wholly owned subsidiary or affiliate of Developer (the “Assignee”), provided that: 1) Assignee signs an Assignment and Assumption of Development Agreement, in a form acceptable to the City Attorney, to be recorded against title to the property; and 2) the Assignee takes title to the Development Property. Further, and notwithstanding the Assignment and Assumption of Development Agreement, Developer shall remain fully responsible for the complete performance of all obligations and duties under this Agreement and shall not be released from any such obligation and duties pursuant to the Assignment and Assumption of Development Agreement, with the Developer and Assignee being jointly and severally liable for all obligations and duties under this Agreement.

Section 7.3. Assignment and Transfer to Third parties – After Issuance of Certificate of Completion and Certificate of Occupancy.

Notwithstanding the above, the City recognizes that Developer, once the Minimum Improvements have been constructed, may wish to transfer, assign, or sell the improved Development Property to a third party. The Developer may assign, sell, convey or transfer the project to a third party, with the written permission of the City, said permission not to be unreasonably withheld. Provided, however, that any assignment, sale, transfer or conveyance to a
third party must provide for the third party's assumption of any and all performances required by the Developer hereunder.

Notwithstanding anything therein to the contrary, the Development Property may not be sold, transferred or conveyed to, or lease or owned by any entity or used in any manner which would render any part of the Development Property exempt from property taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement satisfactory to the City Attorney and City Council provided for payments in lieu of taxes to the City.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.1. Events of Default Defined.

The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by Developer to comply or meet any one of the material provisions of this Agreement, including time deadlines for completion of the Minimum Improvements by December 31, 2023, subject to Unavoidable Delays and performances by City.

(b) Failure by Developer to substantially observe or perform any material covenant, condition, obligation or Agreement on its part to be observed or performed under this Agreement.

(c) Failure to pay any monetary obligation imposed by this Agreement.

Section 8.2. Remedies on Default.

(a) If Developer commits or causes an Event of Default to occur, the City’s remedies shall include, but not be limited to, revocation of building permit, withholding of Certificate of Occupancy or Certificate of Completion, prohibiting the transfer or sale of the Development Property, not issuing building permits as allowed by law, or return of the Cash Incentive to the City by Developer. The City shall have no obligation to expend any additional tax increment funds that have not already been spent in the event of Developer's default.

(b) If the City fails to perform under the terms of this Agreement, Developer's performance deadlines shall be extended for the time the City did not perform its obligations, and Developer may pursue remedies available.

Section 8.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be
a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4. No Additional Waiver Implied by One Waiver.

In the event any provision contained in this Agreement should be breached by any party and thereafter waived in writing by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IX
HAZARDOUS MATERIALS

The Project shall not include the removal, disposal, remediation or clean-up of any Hazardous Materials or underground storage tanks discovered entirely on Developer's Property, or any publicly owned property. In the event of such discovery, the City shall for all purposes be the responsible party for removal, disposal, remediation, or cleanup of such Hazardous Materials or underground storage tanks, and shall do so in full compliance with law at such owner's sole cost and expense. Notwithstanding anything herein to the contrary, the City shall have no obligation to remove, dispose, remediate, or cleanup any Hazardous Materials or underground storage tanks which arise out of or relate to Developer’s use or development of the Development Property, and in such event, Developer shall for all purposes be the responsible party for removal, disposal, remediation, or cleanup of such Hazardous Materials or underground storage tanks, and shall do so in full compliance with law at Developer’s sole cost and expense.

(b) In the event Hazardous Materials or underground storage tanks are discovered on the Development Property, which did not arise out of or relate to Developer’s use or development of the Development Property, Developer may terminate this Development Agreement by delivering written notice of its election to City within 60 days of the discovery of such contamination. In such event, City shall have an option to purchase the Development Property on the terms set forth in Section 4.4 of this Agreement.

ARTICLE X
ADDITIONAL PROVISIONS

Section 10.1. Restrictions on Use.

Developer agrees for itself, its successors and assigns and every successor in interest, to the Development Property, or any part thereof, that Developer and such successors and assigns shall devote the Development Property to, and only to, and in accordance with, the uses specified in this Agreement and land covenants, said covenants attached hereto as Exhibit 2.

Section 10.2. Conflicts of Interest.
No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Development Project only if a full disclosure is made to the Common Council of the City, and it does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount that may become due to Developer or successor, or on any obligation under the terms of the Agreement.

Section 10.3. Title of Articles and Sections.

Any titles of the several parts, articles and sections of the Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands.

Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and (a) in the case of Developer as addressed to or delivered personally to the company at: Attention: David Scott, 400 Water St. #200, Excelsior, MN 55331 (b) in the case of the City as addressed to or personally delivered to the City at: City Hall, 222 Lewis Street, River Falls, WI 54022, Attention: City Administrator, with copy to City Clerk; or at such other addresses with respect to either such party as that party may, from time to time, designate in writing, and forward to the other as provided in this section.

Section 10.5. Counterparts.

This Agreement is executed in any number of counterparts, each of which shall constitute one in the same instrument.

Section 10.6. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.7. Short Form Recordable.

A short form of this Agreement shall be recorded in the chain of title to all affected properties hereunder. Said form is attached as Exhibit 7 as a Memorandum of Development Agreement.

Section 10.8. Release of All Oral or Written Agreements.
Upon the signing of this Agreement, all prior oral and written Agreements between the City and Developer are terminated and released, as this document contains the complete Agreement between the parties with respect to the development Property and construction of the Minimum Improvements.

Section 10.9. Hold Harmless and Indemnification.

Developer shall indemnify and hold City harmless from and against all claims, damages, losses or expenses, including attorney's fees, which the City may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts, or obligations in consequence of breaches of this Agreement by Developer, its employees, agents, or subcontractors. City shall indemnify and hold Developer harmless from and against all claims, damages, losses, or expenses, including attorney's fees, which Developer may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts or obligations in consequence of breaches of this Agreement by City, its employees, agents, or subcontractors. Notwithstanding anything herein to the contrary, no provision in this Agreement shall be construed as a waiver of the City’s governmental immunities or right to receive a notice of a claim as set forth in Wis. Stat. § 893.80.

Section 10.10. Guarantee and Warranty of Site Improvements by Developer.

Developer shall warrant and guarantee the construction, installation, quality, and reliability of the public site improvements that become the construction responsibility of Developer under section 5.2(a) of this Agreement for period of one year from the time the public improvement is accepted by City. The City will obtain one-year guarantees from all subcontractors who perform the City’s site improvement obligations under Section 5.2(a), or will guarantee all site improvements that the City itself constructs, for a period of one year.

Section 10.11. Resolutions and Attorney's Letter.

Developer warrants that it has adopted a corporate resolution authorizing the signing of this Agreement, and the City warrants that a resolution has been passed by the Common Council authorizing the signing of this document. Developer shall provide City with a letter from its attorney stating that the signing officers of Developer hold such designated positions, and have authority to so sign.

ARTICLE XI
OTHER CONDITIONS

The duties and obligations of the Parties under this Agreement are contingent upon closing on the Development Property on the terms set forth in the Real Estate Purchase Agreement. In the event the Parties do not close on the Real Estate Purchase Agreement or do not agree to terms with respect to the Real Estate Purchase Agreement, then this Development Agreement shall be null and void.
ARTICLE XII
AMENDMENTS

The Developer and the City agree that all efforts have been made to accurately identify the costs of the project and the value of the Minimum Improvements that are the basis for the utilization of tax increments necessary to amortize public expenditures related to this project.

If conditions change during the course of the construction of the Minimum Improvements, both parties agree to use their best efforts to resolve the increased cost associated with a changed condition. Said effort shall be fully documented and presented to the Common Council for approval. Upon full identification and documentation of the changed condition, the Council shall have 15 days to review and approve the change. Said approval shall be in the form of a written amendment to this Agreement.

Should a changed condition result in an increased public expenditure, the Developer acknowledges that an additional corporate payment or guarantee may be necessary to cover any shortfall in property taxes from the Minimum Improvements to the Development Property to cover public expenditures.

No provision, performance or obligation imposed by this Agreement may be amended, modified, supplemented or terminated without the written mutual consent of the parties hereto.

Notwithstanding the above, nothing in Article XII shall be construed as requiring or authorizing the expenditure of public monies above the maximum limits set forth in Article V of this Agreement, which may only be authorized by the Common Council.

(This space left blank intentionally.)
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunder duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf and on the date first above written.

CITY OF RIVER FALLS

_______________________________
Dan Toland, Mayor

ATTEST:

_______________________________
Scot E. Simpson, City Administrator

Amy White, City Clerk

OPPIDAN, INCORPORATED

ATTEST:

_______________________________
David Scott, Vice President
List of Exhibits

Exhibit 1 - Certificate of Completion and Certificate of Occupancy
Exhibit 2 – Whitetail Ridge Corporate Park Development Covenants and Design Guidelines
Exhibit 3 - Description of Real Property
Exhibit 4 - Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 13, as dated October 2018
Exhibit 5 - Approved Construction Plans for the Minimum Improvements
Exhibit 6 – Whitetail Ridge Corporate Park Map
Exhibit 7 – Memorandum of Development Agreement
Exhibit 1

Certificate of Completion and Certificate of Occupancy
Exhibit 2
Whitetail Ridge Corporate Park Development Covenants and Design Guidelines
WHITETAIL RIDGE CORPORATE PARK

DEVELOPMENT COVENANTS

AND

GUIDELINES

River Falls, Wisconsin

June 6, 2000
RIVER FALLS
WHITETAIL RIDGE CORPORATE PARK
DEVELOPMENT COVENANTS AND GUIDELINES

I. OBJECTIVES

River Falls Corporate Park is being developed to provide options for manufacturing companies and professional offices seeking high visibility, high value, convenient, and affordable locations to meet strategic objectives and to provide a pleasant and productive working environments, within the Twin Cities metropolitan area while preserving the rural and natural character of the local environment.

River Falls Corporate Park is a venture of the City of River Falls aimed at creating new employment opportunities, additional property valuation, diversification of the local economic base, and expansion of the City’s reputation as an excellent business location.

II. GENERAL DECLARATION

Covenants and guidelines set forth for the River Falls Corporate Park are in furtherance of a specific plan to encourage consistent and compatible development of the subject property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property. Covenants and guidelines shall run with all of the subject property for all purposes and shall be binding upon and inure to the benefit of the City and all property owners, occupants, and their successors in interest.

All lots in the Park shall be subject to all easements, buffers, common areas, green areas, streets, areas dedicated to the public, and other restrictions shown on Certified Survey Maps or plats for the Park, and all conveyances of lots shall be subject to same.

III. GOVERNANCE

River Falls Corporate Park is a venture of the City of River Falls and is managed by the River Falls Economic Development Corporation (RFEDC), which is primarily responsible for Park planning and development, marketing, development agreements terms and conditions, and tenant relations. All development agreements shall be approved by the RFEDC Board of Directors and the Common Council.
IV. REGULATION OF USES

A. Permitted Primary Uses

It is the intention of RFEDC to encourage a mix of Manufacturing, Distribution, including Distribution with a showroom to the Trades (except as prohibited below), research and development, experimental and testing laboratories, engineering, and professional office uses as permitted by zoning. All proposed uses shall be evaluated based upon criteria established by the RFEDC or the Common Council upon advice of the Plan Commission. Said criteria shall take into consideration the impacts the proposed use shall have upon the community and the Park. Such criteria may include both qualitative and quantitative factors and/or Performance Standards which will allow the RFEDC to carry out the terms of its Management Agreement with the City of River Falls and further to evaluate the potential impact of a use or facility on utilities, roads, the Park’s mix of existing uses, the local economy and the natural environment. In order to accommodate permitted uses in an orderly manner, the RFEDC and the City of River Falls further impose a separation of light industrial (Phase I) and transitional industrial/business (Phase II) uses within the park limits as designated by the adopted official Whitetail Ridge Corporate Park map of the City of River Falls. Review and approval of the location of uses will be at the discretion of the Architectural Review Committee. All approved uses shall respect the unique nature of the entire setting. All uses shall demonstrate a positive relationship between the cost of the community’s investment in developing the Park and the benefits provided by the use prior to a Development Agreement being submitted to the Common Council.

Businesses that are considered to be amenities specifically contributing to the mix of River Falls Corporate Park features and/or services, including but not limited to health clubs, child care facilities, lending institutions/automated teller machines, worker training and other educational centers, government offices, corporate offices and communication centers (but specifically excluding retail operations, restaurants and drive-in or drive through eating facilities and theaters) may be considered for inclusion in the Park and shall be evaluated as to the supportive function provided to the primary land uses. Such uses shall be evaluated in an inclusionary manner on the basis of their importance and necessity to the primary land uses.
Development Covenants and Guidelines

B. Prohibited Primary Uses

The uses, which are permitted under the I-1 District, which shall be prohibited within the Whitetail Ridge Corporate Park shall include but not limited to: truck terminals; motor vehicle repairing or maintenance facilities; primary warehouses or storage yards; electrical generating operations; heavy equipment repair and storage; feed stores; freight terminals and yards; mobile home sales; petroleum refining; mineral extraction; rendering, distilling; disposal, or incinerator operations; smelting of primary ores for metal extraction; parking lots or service operations not permitted above. Uses which pose an unreasonable risk of hazard, including fire, explosion, or the emission of odor or toxic gases shall be prohibited. The RFEDC or the Common Council upon advice of the Planning Commission may establish criteria and/or Standards in addition to those contained herein in order to fully evaluate any use in order to determine if it shall be prohibited.

C. Condition of Property

All properties shall be kept in a safe, clean, and wholesome condition. Owners and tenants must comply at all times and at their own expense with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, and directives. Regular and frequent removal of and proper disposal of any industrial waste, by-products or rubbish accumulating on each lot is required.

D. Maintenance and Repairs

All lots and improvements shall be constructed, kept, and maintained by the owner or occupant in first class condition, repair, and appearance. All repairs, alterations, replacements, or additions to improvements shall be at least equal to the original work in class and quality.

E. Refuse Collection Areas

All outdoor refuse collection areas shall be screened by a constructed wall of durable material not less than six (6) feet in height. All areas shall have concrete floors and shall be sufficient in size to contain all refuse generated on each lot. No refuse collection areas shall be permitted between a street and a front of a building unless Architectural Review Committee - approved Screening and landscaping is provided.
Development Covenants and Guidelines

F. Public Utilities

No improvements, additions, or other changes to public utilities are permitted without the consent of the appropriate Utility authorities prior to construction or implementation.

G. Utility Lines and Antennas

Underground or concealed placement only, except that temporary placement of above ground utilities is permitted during reasonable construction periods. Antennas necessary for the conduct of business may be erected only with the approval of the Architectural Review Committee. Antennas that present a cluttered roof view, that detract from the Park atmosphere, or that interfere with the operations of other owners in the Park are not permitted. The Architectural Review Committee shall be the final authority with respect to location and shall consider the Master Site Plan in its decision.

H. Excavation

Not permitted except in connection with construction of improvements. All exposed openings shall be backfilled and disturbed ground re-graded, leveled, and restored to original condition or landscaped in accordance with an approved plan and in accordance with Erosion Control of the River Falls City Ordinances. Only clean fill material shall be permitted. Construction or demolition debris or other rubbish is not permitted.

V. DEVELOPMENT STANDARDS

A. Setbacks

Minimum Setbacks are as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Type</th>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>Industrial</td>
<td>45 feet</td>
<td>20 feet</td>
<td>40 feet</td>
</tr>
<tr>
<td>Phase II</td>
<td>Business</td>
<td>40 feet</td>
<td>20 feet</td>
<td>20 feet</td>
</tr>
</tbody>
</table>

Sufficient setbacks shall be required to allow for access by emergency vehicles around all buildings and structures. Setbacks may vary according to the layout of
Development Covenants and Guidelines

the lot upon which the primary and accessory uses are located and only based upon sound environmental and site planning criteria and standards applied to the proposed use. Criteria shall include the need for buffering via berms and landscape materials, adjacent lots, buildings and structures, utilities, vegetated areas and steep slopes. Exceptions to setback requirements include landscaping, sidewalks, steps, paving, planters, fences, and utilities. Any land uses not covered within this section shall be administered by the requirements of the zoning code of the City of River Falls.

B. Site Coverage (building density)

The building-to-site ratio shall not exceed 50% of site coverage, and total site coverage including all buildings and paved areas shall not exceed 70% of gross lot area. A minimum of 30% of the site shall be devoted to green area. If coverage of the site by impervious surface exceeds 15% or standards contained in or adopted pursuant to the adopted Surface Water Management Plan of the City of River Falls, on-site mitigation measures must be employed and incorporated into the site plan.

C. Minimum Lot Size

Minimum lot size for Phase I shall be 5 acres. Minimum lot size for Phase II shall be 2 acres. The River Falls Economic Development Corporation and the Architectural Review Committee reserves the right to approve smaller parcels provided sound design and environmental or site conditions are provided in each site plan.

D. Minimum Building Size

Minimum building size shall be as follows:

Phase I - (Ind) 25,000 gross sq. ft. **
Phase II - (Business) 5,000 gross sq. ft.**

** Please note: the Whitetail Ridge Corporate Park may allow the development of multiple-tenant facilities through the use of zero-lot lines contingent upon the overall structure meeting the minimum building size requirements of these covenants upon approval by the Architectural Review Committee.

E. Building Heights

35' maximum or as permitted by zoning. Higher buildings may be permitted if approved by the Architectural Review Committee, considering setback criteria;

River Falls Whitetail Ridge Corporate Park Page 5
avoidance of excessive density; impact on other properties; impervious surface and stormwater management impact; and fire protection needs. In such cases, the City of River Falls will have final reviewing authority through variance procedures. Structures higher than 20 feet shall contain architectural features designed to punctuate the facade of the building and bring the structure into a unified relationship with its surroundings. Suitable elevation drawings shall be prepared to evaluate the scale and impact of such structures.

F. Construction Materials

One dominant material should be selected and expressed with its own natural integrity. Materials which convey permanence, substance, timelessness, and restraint are required. Low maintenance should be a major consideration. Materials shall blend with those existing in the adjacent area of the Park. Pre-engineered metal buildings featuring predominantly painted exteriors are strongly discouraged. Corrugated metal-sided buildings shall not be approved. Owners considering metal-sided buildings, or predominantly painted exterior treatments should consult the Architectural Review Committee in the conceptual design stages. Considerations shall be given to metal-sided buildings with brick-fascia improvements upon review by committee.

G. Signage

All signs must be approved by the Architectural Review Committee. No rooftop or pylon signs, fluorescent colors, flashing lights, or moving signs are permitted. Exterior lighting fixtures are not permitted unless the light source (e.g. the fixture) is not visible from roadways. A maximum area of 80-sq. ft. is permitted with a maximum height of 8 feet. Signs advertising products or services other than those produced or provided on the premises or by affiliates are prohibited.

H. Lighting

All lighting potentially visible from an adjacent street except for bollard lighting less than 42” high, shall be indirect or shall incorporate a full cut-off shield-type fixture. Lighting fixtures for parking areas, access drives, and internal vehicle circulation areas shall be a zero cutoff. The parking lot illumination level shall achieve a uniformity ratio of 3 to 1 (average to minimum) with a maintained average of 1 foot-candles and a minimum of 0.3 foot-candles. Service area lighting shall be contained with the service yard’s boundaries and enclosure walls. The light source should not be visible from the street. Building illumination and architectural lighting shall be indirect in character.
Development Covenants and Guidelines

I. Parking

All driveways and parking areas shall be surfaced with asphalt or concrete paving, and curbed with cast-in-place barrier concrete curbs. Temporary exceptions may be granted by the Architectural Review Committee when appropriate for plans that incorporate phased construction. Parking areas shall have painted stalls, divider lines and directional arrows as needed for the protection and designation of vehicular traffic patterns. No on-street parking is permitted. Separate areas shall be designated for automobile parking and loading/commercial/storage uses.

Island plantings of overstory trees, that in 15 years, will achieve 30% shading of parking lot areas, are required for parking areas accommodating more than 20 vehicles. Species of trees and spacing will be reviewed by the Architectural Review Committee.

All parking areas shall be screened from road right-of-way and adjacent sites by earth berms and evergreen plantings to assure that the visual and negative environment effects of large paved areas and standing automobiles is minimized and that the effect of the natural landscape and the architecture dominates. Boulevard islands shall be utilized whenever possible to minimize potential thermal impacts.

J. Loading and Storage

No materials, supplies or equipment shall be stored in any area on a lot except inside a closed building or behind a visual barrier screening such areas from the view of adjoining properties and public streets within the side or rear yard areas. Garbage and refuse containers shall be concealed from the view of adjoining properties and public streets by means of screening walls that complement the exterior of the adjoining building. Loading areas are permitted on building sides facing public streets, provided they are recessed or architecturally treated to integrate this function with both the building and the site.

K. Landscaping

All areas on any lot not used for buildings, storage, parking, walkways, access roads, or loading areas shall be suitably graded and drained, seeded or sodded grass, and maintained and landscaped with greens and shrubs so as to provide a park-like setting and to screen parking and road areas. Grounds of all lots shall be constructed and landscaped so as to be accessible to persons with disabilities.
Landscaping plans are required for all developments and are subject to the approval of the Architectural Review Committee as part of the site plan approval process. All lots shall be landscaped within 90 days of substantial completion of construction and issuance of Certificate of Occupancy in accordance with approved plans, weather permitting.

The landscape design should be complementary to common areas and previously developed areas. Plantings should provide for seasonal interest and should include a selection of coniferous and deciduous plants. Natural landscapes and indigenous vegetation shall be permitted and are encouraged in those areas not associated with the formal entries and common areas of buffers between properties that may be negatively impacted by said landscape. Annual flowers are recommended to accent or supplement to basic permanent landscape plan.

Landscaping must be maintained in a sightly and well-kept condition. If landscaping is not properly maintained by the owner, the RFEDC may undertake such maintenance as may be necessary and may charge the cost of such maintenance to the owner, and such charge shall be collectible as an assessment, and City shall have a lien therefore.

L. Amenities

Maintenance of hiking trails, bicycle/pedestrian paths, sidewalks, and other site-related amenities along major thoroughfares of the Whitetail Ridge Corporate Park on lots is the responsibility of the owner or occupant.

M. Subdivision

No lot may be subdivided, and no portion of a lot may be sold or otherwise conveyed, without the written consent of the RFEDC, Planning Commission, and Common Council.

VI. PERFORMANCE STANDARDS

A. Noise

All noise shall be muffled or otherwise controlled so as not to become objectionable due to intermittence, duration, beat, frequency, impulse character, periodic character, or shrillness. Sound levels at the property boundary of any individual parcel shall not exceed the following decibel levels:
Development Covenants and Guidelines

<table>
<thead>
<tr>
<th>Frequency, Cycles Per Second</th>
<th>Maximum Sound Level - Decibels</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7 a.m. - 10 p.m.</td>
</tr>
<tr>
<td>0 - 75</td>
<td>72</td>
</tr>
<tr>
<td>75 - 150</td>
<td>67</td>
</tr>
<tr>
<td>150 - 300</td>
<td>59</td>
</tr>
<tr>
<td>300 - 600</td>
<td>52</td>
</tr>
<tr>
<td>600 - 1200</td>
<td>46</td>
</tr>
<tr>
<td>1200 - 2400</td>
<td>40</td>
</tr>
<tr>
<td>2400 - 4800</td>
<td>34</td>
</tr>
<tr>
<td>over 4800</td>
<td>32</td>
</tr>
</tbody>
</table>

B. Vibration

There shall be no operation or activity which would cause ground transmitted vibrations in excess of the limits set forth below the boundary of this district under any conditions, nor beyond the property line if it would adversely affect any other use within the district.

<table>
<thead>
<tr>
<th>Frequency, Cycles per second</th>
<th>Maximum Permitted Displacement Along Sub-Division Boundaries (in inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 10</td>
<td>.0008</td>
</tr>
<tr>
<td>10 to 20</td>
<td>.0005</td>
</tr>
<tr>
<td>20 to 30</td>
<td>.0002</td>
</tr>
<tr>
<td>30 to 40</td>
<td>.0002</td>
</tr>
<tr>
<td>40 and over</td>
<td>.0001</td>
</tr>
</tbody>
</table>

C. Smoke

Industries which operate on coal and produce smoke will not be permitted in the Park, and no operation may produce obnoxious or continuous smoke, as measured at the point of emission, by any means.

D. Fumes and Gases

Fumes or gases shall not be emitted at any point in concentrations or amounts that are noxious, toxic or corrosive. In no event shall the emission of fumes or gases from a facility exceed at the point of emission any standards set forth in any law, regulation or ordinance of any federal, state, or local entity or agency having jurisdiction.
Development Covenants and Guidelines

E. Dust

Solid or liquid particles shall not be emitted at any point in concentrations exceeding 0.3 grains per cubic foot of the conveying gas or air.

F. Odors

Obnoxious odors shall not be permitted. Measurements shall be at the property line.

G. Fire or Explosive Hazard

All operations shall be carried on with reasonable precautions against fire and explosion hazards. Buildings shall be constructed in accordance with all applicable codes regarding such hazards.

H. Toxic Matter

No use shall, for any period of time, discharge across the boundaries of the parcel wherein it is located, toxic matter in such concentrations as to violate any existing regulations or be detrimental to, or endanger the public health, safety, comfort, or welfare, or cause injury or damage to property or individuals.

I. Liquid Waste

No waste shall be discharged into a storm sewer or drainage area except clear and unpolluted water. All waste discharged into the City’s sanitary sewer shall meet the requirements established by the State of Wisconsin and the City of River Falls.

J. Electrical Emissions

There shall be no electrical emission beyond the property line which would adversely affect any other use.

K. Glare and Heat

There shall be no reflection or radiation, directly or indirectly, of glare or heat beyond the boundary of this district under any conditions, nor beyond the property line if it would adversely affect any other use within the district.
Development Covenants and Guidelines

L. Ionizing Radiation

No operations in the Park shall cause any dangerous radiation, at any property line, in accordance with the United States Atomic Energy Commission, Title 10, Chapter 1, Part 20 “Standards for Protection Against Radiation” dated August 9, 1986 (or any subsequent revisions of these regulations), the Radiation Protection Standards issued by the Federal Radiation Council, and the National Committee Radiation Handbook.

M. Compliance Generally

All activities must comply with all laws, regulations, ordinances, and standards established by any authority having jurisdiction with regard to such activities.

VII. ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee will review and recommend approval to the City all plans for development in the Park. The Committee shall consist of a minimum of a quorum of the members of the River Falls Economic Development Corporation and up to four (4) representatives of lots, e.g. property owners other than City of River Falls, up to a maximum committee size of fifteen (15) members. Approval shall be by a simple majority of those present or responding to a review request. Approval of the Committee does not imply compliance with other applicable building codes, permitting process, or other requirements.

VIII. CONSTRUCTION OF IMPROVEMENTS

All proposals for development must be submitted to and approved by the Architectural Review Committee prior to submission of construction documents. Customary review of site plans by City staff for technical compliance should be scheduled prior to review by the Committee. Work scheduling and estimated completion dates should be included with plans. Approvals under this section do not remove the obligation to obtain all other necessary construction permits that may be required by the City or other agency.

Submissions shall include the following:

A. Site Plan
   i. Building footprints and dimensions to property lines
   ii. Building roof overhangs
   iii. Configuration of parking and vehicular circulation areas
   iv. Parking lot lighting locations
   v. Truck service, loading area, trash enclosures
   vi. Setback lines and easements

River Falls Whitetail Ridge Corporate Park Page 11
vii. Location of on-site transformers, gas meters, switchgear
viii. Adjacent roadways
ix. Parcel area, building floor area, coverage ratios, total parking, estimated employment at peak, anticipated shift schedules

B. Grading, Drainage, and Erosion Control Plan
i. Proposed finish grades, slopes, building pad elevation
ii. Site drainage structures and runoff calculations
iii. Grades of existing streets and curbs

Site drainage and erosion control plans must be integrated with the Park’s regional stormwater management plans and comply with the City’s Surface Water Management Plan. Drainage and erosion control submittals shall follow the format prescribed by the Surface Water Management Plan and City Ordinances.

C. Landscape Plan
i. Plant materials, spacings, and sizes
ii. Walkways and paved areas
iii. Other landscape features

D. Building Elevations
i. Wall and roof materials, textures, and colors
ii. Location of wall-mounted signs and lighting
iii. Roof and parapet heights above ground floor line
iv. Profile or room-mounted equipment
v. Roof elevations above finished floor

E. Conceptual Graphics
i. Ground, wall mounted, and directional signs
ii. Locations, designs, materials, colors, textures, heights, area, illumination, typography

IX. STORMWATER CONTROL

Stormwater runoff shall be properly channeled into storm drains and/or pond areas and shall not be permitted to flow over walkways. All roof stormwater must be collected by a system constructed inside the exterior walls of the building or by a system that blends into the facade of the building and discharged less than 2 feet above grade of the point of discharge, or be conducted directly to the storm drainage system. Alternatives other than gutter and downspout systems shall be considered relative to impacts on pedestrian and vehicle areas and integration with other lot-based and regional stormwater management systems, structures and objectives.
Infiltration on each property is encouraged. Development proposals beyond the no-impact threshold specified in the City’s stormwater management plan should implement best management practices consistent with that plan. Improvements which direct stormwater runoff to the detriment of other property owners are prohibited. Each owner shall take the necessary precautions to ensure that stormwater drainage from the owner’s lot is not contaminated with motor vehicle fuels and lubricants, salt, or other chemical compounds that are detrimental to aquatic life.

X. ENFORCEMENT

Each owner shall comply with and shall assume ownership of lots or sites within the Park subject to all laws, rules and regulations of governmental authorities having jurisdiction over the property, the provisions of these Covenants and all amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or injunctive relief, or both, by city or any owner, in any court or administrative tribunal having jurisdiction, against any owner violating or attempting to circumvent any of the aforesaid, or against any owner to enforce any lien created by these Covenants.

Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Park or any other provision of these Covenants. The failure of the RFEDC or any property owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter or of the right to enforce any other Covenant. Any waiver of enforcement by one benefitted party is not binding on other benefitted parties.

XI. ASSESSMENTS

For all common areas, the City shall be responsible for the care, maintenance, and repair of trees, bushes, grass, flowers, berms, street lighting and other common area lighting, Park identification signs, directional signage, mall, central pond, detention ponds, drainage and other improvements located on common areas or associated therewith. The actual cost of such area, maintenance and repair, together with reasonable costs associated with the administration thereof, such as but not limited to labor, equipment, management, maintenance and supervision, insurance, and the actual costs of all real estate taxes attributed to common area, shall be assessed to each lot on a prorata basis and shall be a corporate obligation of the lot owner. Each owner agrees to pay to City any or all annual or special assessments approved by the City. No owner of a site may avoid any
Development Covenants and Guidelines

of all annual or special assessments approved by the City. No owner of a site may avoid liability for the assessment provided for herein for nonuse of the common areas or by abandonment of a lot or site or in any other manner.

Each owner shall pay a proportion share of the annual assessment computed by multiplying the total annual assessment by a fraction, the numerator of which is the area expressed in square feet of the owner’s lot or lots, and the denominator of which is the total usable area of the Park.

This procedure is not intended to be, and will not be used as, a substitute for the special assessment process that applies in the case of municipal capital improvements.

XII. ASSIGNMENT

Any and all rights, powers, and reservations herein contained may be assigned to any person, corporation or association which will assume the duties of the RFEDC, subject to and duly authorized by the Common Council, pertaining to the particular rights, powers and reservations assigned, and upon any person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties as are given and assumed by the RFEDC herein. The term “RFEDC” as used herein includes all such assignees and their heirs, successors and assigns. If at any time the RFEDC ceases to exist and has not made such an assignment, a successor to the RFEDC may be appointed in the same manner as these Covenants may be terminated, extended, modified, or amended hereunder.

XIII. WAIVER

Neither the River Falls Economic Development Corporation, the Architectural Review Committee, nor the City of River Falls nor their successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgement, negligence, nonfeasance, action, action, or inaction or for the enforcement or failure to enforce any provision of these Covenants. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against the City or the RFEDC to recover any such damages or to seek equitable relief because of same.

XIV. RUNS WITH LAND

This Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the City, the owners of lots in the Park and their respective successors, assigns, heirs, executors, administrators, and personal representatives, beginning on the date this Declaration is adopted, and continuing through and including July 1, 2005, after
which time they shall automatically be extended for successive periods of ten years, unless a change is approved pursuant to Article XVIII.

XV. RIGHTS OF MORTGAGEES

No breach or violation of these covenants, conditions, and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any lot or portion thereof; provided that all of these restrictions shall be binding upon and effective against any subsequent Owner of the property or any portion thereof whose title is acquired by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights. The lien of an assessment under Article XI is hereby subordinate to the lien of any mortgage on a lot in the park, provided that the mortgage secures only funds actually advanced to the lot owner (or its predecessor) for purposes relating to the lot, or the improvements, fixtures or equipment located thereon.

XVI. SEVERABILITY

The invalidity or unenforceability of any term, condition, or provision of this Declaration for any reason, whether by court order or otherwise, shall in no manner affect the validity or enforceability of any other term, condition, or provision hereof, all of which shall remain in full force and effect for the term of the Declaration and any extension thereof.

XVII. AMENDMENTS

No amendment, modification or termination of these covenants may be enacted for a period of three years from the date of recording with the St. Croix Register of Deeds. The Covenants, agreements, conditions, and reservations established herein may be waived, terminated, amended, or modified, as to the whole of the Park or any portion thereof, with the written consent of 75% of the property owners, and by resolution duly passed by the RFEDC, Planning Commission, and Common Council. Until such time as there are Four (4) tenant companies in the Park, unanimous approval of all owners is required for amendments to Article I, II, III, and Sections A and B of Article IV. Such modification of amendment shall only become effective upon the execution and recording of a written document in the Register of Deeds Office, St. Croix County, Wisconsin.

It is recognized and understood that the substantive provisions of these Covenants have also been adopted by the City as zoning restrictions and regulations pertaining to the Park. In the event these Covenants are modified or amended, in order for such modification or amendment to be fully effective and enforceable, a similar amendment to the zoning regulations governing the Park is also required and should be obtained simultaneously.
XVIII. RESALE OF VACANT LAND

In the event any purchaser of land from the City elects to sell any portion thereof which is not being used in connection with the business or industry of the purchaser, or which the purchaser desires to sell separate and distinct from any sale of the business or industry being conducted by the purchaser, the same shall first be offered for sale, in writing, to the City at the price per acre paid by the purchase, together with the cost of any improvements thereon paid for by purchaser, less any commission paid on original sale.

The City shall have 90 days from date of receipt of such offer to accept or reject same, unless an extension of time may be mutually agreed to and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution of the Common Council. In the event of acceptance of such offer by the City, conveyance shall be by warranty deed free and clear of all liens or encumbrances created by act or default of purchaser.

The RFEDC and City of River Falls shall retain a Right of First Refusal at the original purchase price should the buyer not commence with substantial construction of the agreed upon improvements within 3 years from the date of the original sale. Seller shall retain exclusive right to repurchase bankrupt or owner determined excess property for a period of 10 years after the date of the original purchase.
Exhibit 3

Description of Real Property

Approximately 7.5 acres that shall be comprised of Lot C on the Whitetail Ridge Corporate Park Map. Upon recording of the Certified Survey Map, the legal description and tax parcel number will be provided.
Exhibit 4
Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 13, as dated October 2018
June 5, 2018

Project Plan for the Creation of Tax Incremental District No. 13

CITY OF RIVER FALLS, WISCONSIN

Organizational Joint Review Board Meeting Held: June 5, 2018
Public Hearing Held: June 5, 2018
Consideration for Approval by Plan Commission: June 5, 2018
Consideration for Adoption by Common Council: June 26, 2018
Consideration for Approval by the Joint Review Board: Scheduled for: October 9, 2018
Tax Incremental District No. 13 Creation Project Plan

City of River Falls Officials

Common Council

Dan Toland  Mayor
Diane Odeen  Council Member
Michael Page  Council Member
Scott Morrissette  Council Member
Sean Downing  Council Member
Christopher Gagne  Council Member
Hal Watson  Council Member
Todd Bjerstedt  Council Member

City Staff

Amy White  City Clerk
Scot Simpson  City Administrator
Julie Bergstrom  Assistant City Administrator
Amy Peterson  Development Services Director
Daniel P. Gustafson  City Attorney
Brandt Johnson  Management Analyst Fellow

Plan Commission

Dan Toland, Mayor  Mike Woolsey
Susan Reese  Lisa Moody
Bill Stuessel  Scott Morrissette
Craig Hinzman

Joint Review Board

Julie Bergstrom  City Representative
Roger Larson  St. Croix County
Dan Lytle  Chippewa Valley Technical College District
Mike Miller  River Falls School District
Paul Schwebach  Public Member
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<td>30</td>
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SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location
Tax Incremental District (“TID”) No. 13 (the “TID” or “District”) is proposed to be created by the City of River Falls (“City”) as an industrial district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.
The City anticipates making total project expenditures of approximately $4,000,000 to undertake the projects listed in this Project Plan. The City anticipates completing the projects in 3 or more phases. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with internal advances and General Obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development
As a result of the creation of this District, the City projects that additional land and improvements value of approximately $17,500,000 will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District
Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2039 equaling the 20 year maximum life of this District.

Summary of Findings
As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:
• Some of the sites proposed for development have remained vacant for many years due to market conditions and demands. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the City that the use of Tax Incremental Financing (“TIF”) will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the City.

• In order to make the areas included within the District suitable for development, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; development incentive payments, façade, grants and loans, and other associated costs. Due to the extensive initial investment in public infrastructure and rehabilitation that is required in order to allow development and redevelopment to occur, the City has determined that development and redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development and redevelopment of the area is unlikely to occur.

2. The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

• As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

• If approved, the District’s creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

• Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.
5. Based upon the findings, as stated above, the District is declared to be an industrial District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that approximately none of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1

10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2:
Type and General Description of District

The District is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. This District is created as an “Industrial District” based upon a finding that at least 50%, by area, of the real property within the District is zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote industrial development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to promoting industrial development within the District consistent with the purpose for which the District is created.

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that a combination of private industrial development occurs within the District consistent with the City’s development objectives. This will be accomplished by installing public improvements and making necessary related expenditures to induce and promote development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The
project costs included in the Plan relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be an industrial District based on the identification and classification of the property included within the district.
SECTION 3:
Preliminary Map of Proposed District Boundary
SECTION 4:
Map Showing Existing Uses and Conditions

Proposed TID #13
Existing Uses and Conditions

Legend
- Proposed TID #13 Boundary
- City Parcel Boundaries
- Existing Land Use
  - Corporate Park
  - Conservancy
  - Vacant

Map showing existing uses and conditions for Proposed TID #13.
### Property Information

<table>
<thead>
<tr>
<th>Map Ref #</th>
<th>Parcel Number</th>
<th>Street Address</th>
<th>Owner</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
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<td>25.28.19.315C-50</td>
<td>568 Highland Dr</td>
<td>City Owned</td>
<td>35.40</td>
</tr>
<tr>
<td>55-276-1040-30-128</td>
<td>25.28.19.315B-26</td>
<td>625 Whitetail Blvd</td>
<td>River Valley Business Center LLC (Sajan)</td>
<td>5.25</td>
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<tr>
<td>55-276-1040-30-164</td>
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<td></td>
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<td>City Owned</td>
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<tr>
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<td>City Owned</td>
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<td>25.28.19.315B-34</td>
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<td>1.80</td>
</tr>
</tbody>
</table>

**Total Acreage** 67.18
SECTION 6:  
Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $50,514,400. This value is less than the maximum of $115,853,388 in equalized value that is permitted for the City of River Falls. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

| City of River Falls, Wisconsin  
| Tax Increment District # 13  
| Valuation Test Compliance Calculation |
| District Creation Date | 1/1/2018 |
| Valuation Data | Currently Available  
| 2017 |
| Total EV (TID In) | 965,444,900 |
| 12% Test | 115,853,388 |
| Total Existing Increment | 45,199,000 |
| Projected Base of New or Amended District | 5,315,400 |
| Less Value of Any Underlying TID Parcels | 0 |
| Total Value Subject to 12% Test | 50,514,400 |
| Compliance | PASS |
SECTION 7:
Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development
In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered “real property assembly costs” as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy
In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way
The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements
The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs
If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.
Site Preparation Activities

Environmental Audits and Remediation
There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition
In order to make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading
Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements
There are inadequate sanitary sewer facilities serving areas of the District. To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements
There are inadequate water distribution facilities serving areas of the District. To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.
Stormwater Management System Improvements
Development within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP’s). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service
In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service
In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure
In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements
There are inadequate street improvements serving areas of the District. To allow development to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping
In order to attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.
CDA or RDA Type Activities

Contribution to Community Development or Redevelopment Authority
As provided for in Wisconsin Statutes Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its CDA or RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA or RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program
To encourage private redevelopment consistent with the objectives of this Plan, the City, through its CDA OR RDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA OR RDA in the program manual. Any funds returned to the CDA OR RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA OR RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)
The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District
Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City’s corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: Land Acquisition and Balmoral Street construction.

Professional Service and Organizational Costs
The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs
The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.
Financing Costs
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.
SECTION 8:
Maps Showing Proposed Improvements and Uses

Proposed TID #13 Improvements

Legend
- TID 13 Boundary
- TID 13 Half-Mile Buffer
- City Parcels

Water System - North Loop
Balmoral Place
Restroom

Property Acquisition

Water, Sewer, Curb, Gutter, and Trail on Paulson Rd.

Scale: 0.0001 0.2 0.3 0.4 0.5 Miles
Proposed TID #13
Existing Zones

Legend
- City Parcel Boundaries
- Proposed TID #13 Boundary
- B1 - General Commercial
- B2 - Limited Commercial
- B3 - Highway Commercial
- I1 - Industrial
- I2 - Heavy Industrial
- TND - Traditional Neighborhood Development
- A - Agriculture
- C - Conservancy
- P - Park

*Existing Zoning is not proposed to be changed
SECTION 9: Detailed List of Project Costs

All costs are based on 2018 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.
## Proposed TIF Project Cost Estimates

### City of River Falls, Wisconsin
Tax Increment District # 13
Estimated Project List

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<tr>
<th>Project ID</th>
<th>Project Name/Type</th>
<th>Phase I 2019</th>
<th>Phase II 2020</th>
<th>Phase III 2023</th>
<th>Phase IV 2024</th>
<th>Phase V 2026</th>
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<td>1</td>
<td>Land Acquisition (1/2 mile project)</td>
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<td>300,000</td>
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<td>2</td>
<td>Balmoral Street Construction (1/2 mile project)</td>
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<td>350,000</td>
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<td>3</td>
<td>Restroom for Bike/Hiking Trail</td>
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<td>150,000</td>
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<td>150,000</td>
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<tr>
<td>4</td>
<td>Water/Sewer/Trail-Paulson Road</td>
<td>250,000</td>
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<td>2,420,000</td>
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<td>3,795,000</td>
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<tr>
<td>5</td>
<td>Development Incentives/Cash Grants</td>
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<td>250,000</td>
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<td>250,000</td>
<td>150,000</td>
<td>250,000</td>
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**Notes:**

- **Note 1**: Project costs are estimates and are subject to modification.
SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.

- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes
The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of $48,272,245, of which $31,803,374 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)
The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City’s statutory borrowing capacity.
Tax Increment Revenue Bonds
The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City’s statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds
The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment “B” Bonds
The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation
Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.
If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

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<th>Tax Increment District #13</th>
<th>Estimated Financing Plan</th>
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Notes:
### City of River Falls, Wisconsin

**Tax Increment District # 13**

**Development Assumptions**

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**Totals**

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**Notes:**

City of River Falls, Wisconsin
Tax Increment District # 13
Development Assumptions
### Increment Revenue Projections

#### City of River Falls, Wisconsin

#### Tax Increment District # 13

**Tax Increment Projection Worksheet**

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<th>Type of Increment</th>
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**Totals:** 17,500,000 | 0 | Future Value of Increment | 5,742,939

**Notes:**
- Actual results will vary depending on development, inflation of overall tax rates.
- NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).
## City of River Falls, Wisconsin

### Tax Increment District # 13

#### Cash Flow Projection

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<th>Year</th>
<th>Expenditures</th>
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### Notes:

- **Projected Expenditures**: 150,000
- **Projected Cumulative Expenditures**: 0
- **Projected TID Closure**: 150,000
SECTION 11:  
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12:  
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that 0% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period.

SECTION 13:  
Proposed Zoning Ordinance Changes

The City does not anticipate that the District will require any changes in zoning ordinances. And any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 14:  
Proposed Changes in Master Plan, Map, Building Codes and City of River Falls Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.
SECTION 15:  
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: 
Orderly Development Redevelopment of the City of River Falls

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity.

SECTION 17:  
List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:
A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.
SECTION 18:
Opinion of Attorney for the City of River Falls Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

June 25, 2018

Mayor Dan Toland
City of River Falls
222 Lewis Street
River Falls, WI 54022

RE: City of River Falls, Wisconsin Tax Incremental District No. 13

Dear Mayor:

As City Attorney for the City of River Falls, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

[Signature]

Daniel P. Gustafson
City Attorney
City of River Falls

cc: Julie Bergstrom, Assistant City Administrator
### Exhibit A:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

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<td>Municipality</td>
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**Notes:**
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.
Exhibit 5
Approved Construction Plans for the Minimum Improvements
Exhibit 6
Whitetail Ridge Corporate Park Map

[Exhibit 6]
Exhibit 7
Memorandum of Development Agreement

MEMORANDUM OF
DEVELOPMENT AGREEMENT

Recording Area
Name and Return Address
Christopher B. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030

[TBD]
Parcel Identification Numbers (PINs)
This is not homestead property.

This is not a conveyance under Wis. Stat. § 77.21(1),
and is not subject to transfer return or fee.

THIS DOCUMENT WAS DRAFTED BY:
Attorney Christopher B. GierhartWeld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030

[Exhibit 7]
MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is made and entered into by and between the City of River Falls, a Wisconsin municipal corporation (“City”) and Oppidan, Incorporated, a Minnesota corporation (“Developer”), who agree as follows:

WHEREAS, as of January 24, 2023, a Development Agreement (the “Development Agreement”) was entered into by and between the City and Developer regarding the property legally described on the attached Exhibit A (the “Property”); and

WHEREAS, Developer and City wish to memorialize of record the existence of the Development Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed, Developer and City agree as follows:

1. Notice is hereby given that the Property is subject to all terms and conditions of the Development Agreement.

2. Reference is made to the Development Agreement for a full statement of the terms and conditions of the Development Agreement, all of which are incorporated herein by reference.

3. This Memorandum is made and executed by the parties for the purpose of recording the same in the applicable office in the county in which the Property is located. This Memorandum is executed and delivered with the understanding and agreement that it shall not in any manner whatsoever, alter, modify, or vary the terms and conditions of the Development Agreement.

4. The obligations of City and Developer under the Development Agreement run with the Property and inure to the benefit of City and Developer, and their respective successors and assigns, and are incorporated herein by this reference.

[Signature Pages Follow]
IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the date(s) set forth below.

CITY:

Dan Toland, Mayor

Amy White, City Clerk

ACKNOWLEDGEMENT

STATE OF ____________________  )
 )ss.
COUNTY OF ____________________  )

Personally came before me on the ___ day of _____________, 2023, the above-named Dan Toland and Amy White, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_______________________________________
Notary Public
State of ____________________
My commission expires: ____________________
DEVELOPER:

OPPIDAN, INCORPORATED

By: __________________________
    David Scott, Vice President

ACKNOWLEDGEMENT

STATE OF ____________________  )
                           )ss.
COUNTY OF ____________________  )

Personally came before me on the ____ day of ______________, 2023, the above-named David Scott, as Vice President of Oppidan, Incorporated, to me known to be the person who executed the foregoing instrument and acknowledged the same.

__________________________________________, Notary Public
State of ____________________
My commission expires: ________________
Exhibit A
Legal Description of Property

[TBD]

For informational purposes only:
Tax Parcel No. [TBD]
MEMORANDUM

TO: Mayor and City Council
FROM: Jason Stroud, Assistant City Administrator
DATE: January 24, 2023
TITLE: Designation of City Parks

RECOMMENDED ACTION
Approve the resolution recognizing the included list of parks as those falling under the jurisdiction of the park and recreation boards for the purposes of Ch. 12.20 of city ordinances.

BACKGROUND
Chapter 12.20.010 of the city code defines a “park” to mean any park, playground, recreation field, building, swimming pool and other areas which are under the jurisdiction of the park and recreation board.

Chapter 12.20.020 provides the general rules for parks under the jurisdiction of the park and recreation board. These rules are established by the City Council through the ordinance adoption process. A copy of the rules is included with this memorandum.

DISCUSSION
The city generally has the following types of parks: regional, neighborhood, pocket, special use and linear. The parks inventory is prepared by the community development department in consultation with public works (parks maintenance) personnel. The following are the city owned and maintained parks that are to be included in the comprehensive plan and the outdoor recreation plan:

Regional Park
DeSanctis, Glen, Hoffman, Golfview

Neighborhood Park
Brandan’s, Collin’s, Hamilton, Highview Meadows, Knollwood, Larson, Rolling Hills, Spring Creek Estates, Sterling Ponds, Wells, Westdale

Pocket Park
Inlow, 1st National Bank Triangle, City Hall Plaza, Ostness, Power Plant

Special Use
Dog Park, Sterling Ponds Disc Golf Hill, North Winter Parkway, Veteran’s

Linear Park
Mound, River Hills, Whitetail Ridge, Kinnickinnic Pathway, Heritage
The Parks and Recreation Advisory Board adopted a resolution recognizing this park inventory on December 14, 2022. A copy of that resolution accompanies this memorandum.

CONCLUSION
The Parks and Recreation Board is an advisory body; therefore, the Common Council needs to adopt a resolution officially recognizing the park inventory. Once adopted, the official parks rules will apply to all these parks.
RESOLUTION NO.

RESOLUTION RECOGNIZING THE PARKS INVENTORY

WHEREAS, River Falls is home to many parks, recreation areas and trails that are important amenities and places within this community; and

WHEREAS, Chapter 12 of the city’s code provides for rules regulating the city’s parks and these rules apply to those parks and recreation areas under the jurisdiction of the parks and recreation advisory board; and

WHEREAS, city is updating its comprehensive plan and developing an outdoor recreation plan that will include this inventory of city owned and maintained parks and recreation areas; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council recognizes this inventory as those parks and recreation areas falling under the jurisdiction of the Parks and Recreation Advisory Board; and

BE IT FURTHER RESOLVED, that the Common Council recognizes and ratifies the parks inventory resolution passed by the Parks and Recreation Advisory Board on December 14, 2022.

Dated this 24th day of January 2023.

                                      Dan Tolan, Mayor

ATTEST:

____________________________________
Amy White, City Clerk
RESOLUTION RECOGNIZING THE PARK INVENTORY

WHEREAS, River Falls is home to many parks, recreation areas and trails that are important amenities and places within this community; and

WHEREAS, chapter 12 of the city's code provides for rules regulating the city's parks and these rules apply to those parks and recreation areas under the jurisdiction of the parks and recreation advisory board; and

WHEREAS, city is updating its comprehensive plan and developing an outdoor recreation plan that will include this inventory of city owned and maintained parks and recreation areas; and

NOW, THEREFORE, BE IT RESOLVED, that the Parks and Recreation Advisory Board recognizes this inventory as those parks and recreation areas falling under the jurisdiction of this advisory board; and

BE IT FURTHER RESOLVED, that the Advisory Board supports the application and enforcement of the chapter 12 park rules and regulations for these areas unless specifically exempted by the City Council or Police Chief for special event purposes.

Dated this 14th day of December 2022.

Patricia Larue, Chair

ATTEST:

Amy White, City Clerk
Ch. 12.20 - PARKS & RECREATION AREAS

Sections
12.20.010 - Park defined.
12.20.020 - General rules.
12.20.030 - Posted regulations.

12.20.010 - Park defined.
"Park" means any park, playground, recreation field, building, swimming pool and other areas which are under the jurisdiction of the park and recreation boards.
(Prior code § 23.02)

12.20.020 - General rules.
A. Park Hours. No cars, campers or pedestrians' shall be in the park or park area between eleven p.m. and five a.m. except as follows:
1. Those involving prescheduled activities;
2. Hoffman Park in the area signed and marked for overnight campers. This exception is for campers only.

B. Defacing Park Property. No person shall cut, break or in any way injure or deface any building, fence, lamp, equipment or facility, or any feature or property, including natural objects, upon or within any park.

C. Wild Flowers. No person shall remove, damage or disturb any plant, timber or vegetation unless authorized by designee.

D. Pets. Pets shall be leashed in the park and no person shall allow his or her pet to deprive or disrupt the enjoyment or use of any area by others.

E. Littering. No person shall throw, deposit, place or leave in any park or waters therein any paper, rubbish, waste cans, bottles or refuse of any kind except in receptacles provided for waste.

F. Bill Posting. No person shall post, paste, fasten, paint or affix any placard, bill, notice, sign or advertising upon any structure or erect any structure for that purpose unless authorized by the park and recreation boards.

G. Athletics. No adult persons shall play organized hardball upon the athletic grounds. The use of the athletic grounds by organized teams shall be subject to the approval and scheduling of the board or designee.
H. Benches and Tables. No person shall move benches, seats or tables from the park property.

I. Selling Goods. No person shall sell or offer for sale any article or thing in any park. This prohibition shall not apply to sales of refreshments and other articles authorized by the park board.

J. Alcohol Beverages.
1. Subject to the permit provisions of subdivision 1 of this section, no person shall possess or consume any intoxicating beverages in any city park or recreation area, with the exception of Hoffman Park, Glen Park and DeSanctis Park. Alcohol beverages may be consumed or possessed in these three designated parks. The city council may by resolution authorize an exception for a special event.
2. No person shall possess beer in containers larger than one liter in any city park, except that containers larger than one liter may be possessed in any city park in accordance with a special permit obtained five days prior to the event from the parks and recreation department. A fifty-dollar ($50.00) deposit shall also be required at the time of permit issuance, which is refundable upon inspection of the area by city staff. The approved permit shall conform with all requirements of Chapter 125, Wis. Stats.
3. No person shall possess or consume any beverage in glass containers in any park or recreation area.

K. Vehicles on the Grass. No motorized vehicle shall be parked on the grass of any municipal park except areas delineated as parking by the placement of parking posts.

L. Swimming Pool. No person shall enter the fenced pool area to swim unless the pool is officially open under the jurisdiction of the appointed lifeguards. All are subject to the regulations concerning pool use as determined by the park and recreation board.

M. Traffic Rules. No vehicle shall be driven at more than fifteen (15) miles per hour on any park road. The driver of any vehicle shall bring such vehicle to a complete stop where there is in place any sign or marking which says, "STOP." Upon a park street that has been established as a one-way drive, a vehicle shall be driven only in the direction indicated. A vehicle shall enter and exit only in the exits and entrances indicated.

N. Fires. No person shall start, tend or maintain any fire or burn any refuse except at designated fireplaces or personal grills. No person shall leave any fire unattended.

O. Horses. No person shall ride a horse in a careless, negligent, or reckless manner so as to endanger the life, property or person of others in the parks. Horse riding shall be confined to the road or parkways.

P. Weapons. No person shall have in his or her possession or under his or her control, any air gun, as defined in Section 939.22, Wis. Stats. unless the same is unloaded and enclosed in a carrying case or any bow unless the same is unstrung or enclosed in a carrying case.
MEMORANDUM

TO: Scot Simpson, City Administrator
FROM: Josh Solinger, Finance Director/City Treasurer
DATE: December 1, 2022
TITLE: Environmental Fee Fund History

RECOMMENDED ACTION
No changes to either the Environmental Fee Fund or the environmental fee.

BACKGROUND
A former City landfill occupies 16 acres on County Road FF southwest of downtown River Falls. The landfill operated from 1962 through 1976 and was closed in 1977. Landfill and groundwater testing has occurred since 1986 as part of a Consent Order between the City and State Department of Natural Resources (DNR).

In 1995, the City constructed a cap and gas venting system at the landfill. The work was financed in 1996 with revenue debt borrowing totaling $1,500,000, and the debt was repaid in 2007. The City still incurs operating costs such as environmental testing, providing drinking water to one household, investment service fee allocations, and overhead cost allocations.

To finance landfill-related costs, including repayment of debt issued for the cap and ventilation system, the City adopted Ordinance 1995-7 (Exhibit A), which established an environmental fee. Although any staff memo that might have accompanied the ordinance has not been found, it is inferred that the City used home rule authority to create the fee. Section one of the ordinance states that the fee will finance landfill remediation costs necessary for the protection of public health, safety, and welfare. This language is consistent with Wis. Stat. 62.04, which grants cities the rights, powers, and privileges to promote general welfare among the inhabitants of the city.

Ordinance 1995-13 (Exhibit B) was passed to amend various aspects of the original fee. Amendments included a more detailed fee structure and setting the fees based on assumptions.

1 2017 Council Update Memo
about the amount of waste generated by each fee category. Assumptions about waste generation were sourced from Robert Corbitt’s *A Standard Handbook of Environmental Engineering*.

<table>
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<th>Table 1. Assumed Waste per Category</th>
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<td>Heavy Commercial</td>
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<tr>
<td>School with Housing</td>
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<td>School without Housing</td>
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The fee has been reduced three times since it was first implemented. Each reduction has been equally applied to the fee categories. The first reduction was 25 percent, the second reduction was 30 percent, and the third reduction was 50 percent. The current fee structure was set in 2007 (Resolution 4891) based on decreasing costs for maintaining the landfill at that time, as well as paying off the debt issued in 1996.

<table>
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<th>Table 2. History of Monthly Environmental Fee by Category</th>
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<tr>
<td>School with Housing</td>
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<tr>
<td>School without Housing</td>
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The environmental fee and landfill-associated costs are accounted for in the Environmental Fee fund (fund), which was established in 1995. The fund has carried a sufficient cash balance to finance two advances to other City funds. In 2011, the fund advanced $1,000,000 to the Business Development and Tourism Fund. In 2017, another advance totaling $500,000 was made to Tax Increment District (TID) #10. No repayments have been made for either advance as of today.

The City’s 2021-2023 Strategic Initiatives include a review of the fund. This memo is prepared as a review and possible options for the fund moving forward.

**DISCUSSION**

*Financial Performance To-Date*

The Environmental Fee Fund has received $8,049,091 in revenues and incurred $4,786,266 in expenses to-date. From 2017 through 2021, the fund typically incurred costs between $34,000 and $38,000. A non-recurring capital cost occurred in 2018 for the creation of a new dog park on the old landfill.
The Fund typically received between $87,000 and $147,000 in revenue from 2017 through 2021. The significant decrease in revenues between 2020 and 2021 are attributable to a large decrease in investment income. Revenues are composed of the environmental fee charged to utility customers and interest earned on the Fund’s cash and investments.

| Revenues, Expense, and Balance Sheet Activity 1995-2021 |
|-----------------|---------|---------|---------|---------|---------|---------|
| Revenues       | 7,454,233 | 101,778  | 113,070  | 146,318  | 145,754  | 87,938   |
| Expenses       | 4,540,276  | 34,895   | 100,072  | 35,784   | 37,548   | 37,691   |
| Gain / (Loss)  | $ 2,913,957 | $ 66,883 | $ 12,998 | $ 110,534 | $ 108,206 | $ 50,247 |

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<td>$ 2,984,770</td>
<td>$ 2,993,838</td>
<td>$ 3,104,372</td>
<td>$ 3,214,724</td>
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<td>3,930</td>
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<td>-</td>
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<td>2,993,838</td>
<td>3,104,372</td>
<td>3,212,578</td>
<td>3,262,825</td>
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The fund’s total fund balance has grown consistently since the fund was created. By the end of 2021, the fund had assets totaling $3,277,641, short-term liabilities totaling $14,817, and fund balance totaling $3,262,825. The fund’s assets were comprised of the categories shown below.

**Assets by Type as of 12/31/2021**

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<td>Cash and investments</td>
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<td>Advances to Other Funds</td>
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<td>Short-term Receivables</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$3,277,641</strong></td>
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**Potential for Significant Costs**

The City’s two largest potential costs for the landfill are claims against the City and capital costs such as replacement of the landfill cap and gas ventilation system. The fund functions as self-insurance for the City against any claims and as a sinking reserve for future capital costs. The DNR authorized reductions in monitoring efforts at the landfill in 2002 and in 2013. Additional monitoring reductions may reduce future expenses and may indicate a lower risk of claims.

Staff consulted with the City’s environmental testing consultant, GHD Services, to assess what future capital costs should be anticipated for the landfill cap and gas ventilation system. The consultant indicated the cap and ventilation system are in good condition and there are no plans for upgrades or repairs. Based on an original construction cost of $1,500,000 in 1995, a new cap and ventilation system today would cost approximately $2,900,000 when adjusting for inflation.

**Polyfluoroalkyl Substances (PFAS)**

The City’s environmental testing consultant noted that the DNR may eventually request expanded testing to include emerging contaminants such as PFAS. If this happens, the City’s annual costs for environmental testing at the landfill may increase.

**Options for the Fee and Fund**

Given the Fund’s large, growing cash position, three options are available moving forward.
Memorandum to the City Administrator
December 1, 2022
Page 4

1. Continue fee, retain fund
2. Reduce fee, retain fund
3. Eliminate fee, retain fund
4. Eliminate fee, eliminate fund

Continue Fee, Retain Fund
Since 1995, the fund only experienced one year with a net operating loss, which was a loss of $799. Over the last five years, the fund’s net operating revenue averaged $69,774. Barring unforeseen expenses, the fund’s revenues should continue exceeding its expenses and the fund’s cash position should continue growing. This makes the fund an option for future interfund loans and other environmental remediation efforts. A growing cash position also positions the fund to accommodate any future cost increases associated with PFAS testing.

Reduce Fee, Retain Fund
The revenue structure of the fund has been sufficient for accumulating enough cash to finance replacing the cap and ventilation system. The City could consider reducing the fee and retaining the fund. This adjustment may align future revenues with future expenses so that the City does not accrue excess cash. Retaining the fund would provide the City with a cost center to continue accounting for future revenues and expenses associated with the landfill.

Eliminate Fee, Retain Fund
The City could eliminate the environmental fee but maintain the fund as a place to account for future landfill costs. Since 2017, landfill costs averaged $36,480 per year. Given the fund’s current cash and investments totaling $1,764,741, it would take nearly 50 years before the fund is exhausted if the environmental fee was discontinued. At that point, the City could consider collecting the fee again.

Eliminate Fee, Eliminate Fund
The City could eliminate the environmental fee and eliminate the Environmental Fee Fund. In this case, the fund’s assets and liabilities could be moved to the General Fund and some amount of the assets could be restricted for use only on landfill costs. However, the added budget for landfill costs in the General Fund would count against the State’s Expenditure Restraint Program (ERP) limit. The City would simplify its accounting needs by eliminating the fund, but the benefit is outweighed by the potential for non-compliance with the ERP.

RECOMMENDATION
Staff recommend continuing the fee and retaining the fund. Future testing requirements for PFAS are unknown and pose an unknown liability. Keeping the fee and fund may help the City be ready for costs associated with PFAS. Retaining the fund may help the City be prepared for other potential costs associated with the landfill.

If replacement of the existing cap and ventilation system becomes necessary, the City would have a mechanism to finance the replacement costs by continuing the fee and retaining the fund. Maintaining the existing fee structure, rather than reducing the fee, may allow the fund’s assets to keep pace with inflation for the purpose of cash financing a future replacement.
Another benefit of keeping the fee and fund is that the fund can be a source of interfund loans. Examples of interfund loans could be to the City’s tax increment districts, particularly when used for projects such as stormwater improvements. Interfund loan financing allows the City to avoid the costs of issuing debt in the municipal bond market. The fund would be paid back, with interest, from the borrower funds and the cash would be available for future expenses.

It would be a reasonable policy decision to reduce the fee in a similar manner to the fee reductions in 2003 and 2004. Given the amount of assets in the fund, it can accommodate the current estimated cost of replacing the cap and ventilation system. However, the City’s potential liabilities for replacing the cap and ventilation system and PFAS mitigation will continue to rise with inflation. Thus, a future fee reduction is recommended if the City decommissions the cap and ventilation system and if there is no risk of costs associated with PFAS.

**CONCLUSION**

The Environmental Fee Fund has been in place since 1995 to finance costs of the City’s closed landfill. An environmental fee provides the revenue source for the fund, and the fund has accumulated a large cash position. The City has several combinations of options available regarding keeping or eliminating the fee, fund, or both. Staff recommend keeping both the fee and the fund to finance ongoing environmental testing, prepare for the possibility of PFAS testing, and as a source of interfund loans to promote fiscal sustainability.
Exhibit A – Excerpt from Ordinance 1995-7

ORDINANCE NO. 1995-7

AMENDING SECTION 3.11 OF THE MUNICIPAL CODE OF THE
CITY OF RIVER FALLS

ENVIRONMENTAL USER FEE

THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES HEREBY
ORDAIN AS FOLLOWS:

Section 3.11 is hereby amended as follows:

1. PREAMBLE. It is hereby determined and declared to be
desirable and necessary for the protection of the public health,
safety and welfare to remedy the release of organic and inorganic
substances from solid waste landfills which have been operated by
the City of River Falls. Said releases are potentially detrimental
to the air and groundwater, and if allowed to concentrate, may be
toxic combustible or explosive. In order to finance the environ-
mental remediation of these sites, there shall be established a
charge upon all improved parcels and units in the City of River
Falls.

2. DEFINITIONS. a) Improved Parcel. A lot, plot or defined
area of land for which exists a legal description and Property
Identification Number and upon which a structure or building exists
or is erected. Each structure and/or building shall have a defined
use, as per Chapter 21 of the Zoning Code of the City. A structure
may be accessory to a building and its use, or may be an independ-
ent structure from any building or other use. Each structure
and/or building for which there is an independent or separate use
shall constitute an improvement. Each improvement shall be subject
to a separate charge and/or fee.

b) Unit. A unit is defined in accordance with and includes
the provisions of Zoning Code Chapter 21, subsections
21.02(3), (22), (60) and (78) - Apartment, Dwelling Code, Mobile
Home and Rooming Unit respectively, and Public Health and Welfare
Chapter 11, subsection 11.05(2) - Definitions of Garbage and Refuse
Collection as follows: A single family residential home. A duplex
shall be treated as 2 units, a triplex as 3 units and a rooming
house with 5 rooms or less as one unit. Each 5 rooms of a rooming
house or increment thereof shall be treated as one unit. (Example:
6 rooms = 2 units; 11 rooms = 3 units.) The following shall be
treated as rooming houses for purposes of this section:
Dormitories, nursing homes and community-based residential
facilities, as defined in Wisconsin Statutes Chapter 50, subsection
(1g) as follows: "Community-based residential facility" means a
place where 3 or more unrelated adults reside in which care,
treatment or services above the level of room and board, but not
including nursing care, are provided to persons residing in the
facility as a primary function of the facility.
3. USER FEE ESTABLISHED. It is the intent of the City of River Falls to allocate the cost of landfill remediations, including all mandates by the Wisconsin Department of Natural Resources to monitor groundwater and perform other remediation actions at former City landfill sites, and that the most equitable manner is to establish a user fee which applies to the greatest number of users and has the highest causal relationship to the service being provided. The most equitable fee is a flat rate environmental fee charged to all improved parcels and units as this connects to the service provided as all improved parcels and units generate solid waste and/or recyclables.

4. ADMINISTRATION AND CALCULATION. a) The Utility Administrator, City Engineer and City Administrator shall establish procedures for review by their respective boards and commissions with approval by the Common Council to properly allocate the costs for the administration of this service. The fee shall be calculated annually by dividing the mandated annual expenditure by the total number of improved parcels and units within the City of River Falls. The environmental fee shall be calculated on an annual basis and may change depending on the monitoring or remediation actions being taken by the City of River Falls at former landfill sites.

   b) The fee shall be the responsibility of the owner of the improved property. The fee may be billed on a unit basis if that unit is normally billed for other utility charges.

5. DISCRETIONARY APPLICATION. The Common Council shall retain the discretion to impose or not impose this environmental user fee each year, such discretion to be dependent upon other potential sources of funding or cost mitigation as the same applies to remedial measures taken by the City of River Falls on former landfill sites.

This ordinance shall take effect from and after its passage and publication as provided by law.

FOR THE CITY OF RIVER FALLS

Duane Pederson, Mayor

ATTEST:

Dorothy Frederick, City Clerk

Adopted: May 9, 1995
Published: May 18, 1995
Exhibit B – Excerpt from Ordinance 1995-13

ORDINANCE NO. 1995-13

REPEALING SECTION 3.11 AND CREATING SECTION 13.30
OF THE MUNICIPAL CODE OF THE CITY OF RIVER FALLS

(ENVIRONMENTAL USER FEE)

THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES HEREBY
ORDAIN AS FOLLOWS:

Section 3.11 is hereby repealed and Section 13.30 is hereby
created as follows:

1. PREAMBLE. It is hereby determined and declared to be
desirable and necessary for the protection of the public health,
safety and welfare to remedy the release of organic and inorganic
substances from solid waste landfills which have been operated by
the City of River Falls. Said releases are potentially detrimental
to the air and groundwater, and if allowed to concentrate, may be
toxic combustible or explosive. In order to finance the environ-
mental remediation of these sites, there shall be established a
charge upon all improved parcels and units in the City of River
Falls to include residential, commercial, industrial/heavy
commercial, health care and educational facilities.

2. DEFINITIONS. a) Improved Parcel. A lot, plot or defined
area of land for which exists a legal description and Property
Identification Number and upon which a structure or building exists
or is erected. Each structure and/or building shall have a defined
use, as per Chapter 21 of the Zoning Code of the City. A structure
may be accessory to a building and its use, or may be an independ-
cent structure from any building or other use. Each structure
and/or building for which there is an independent or separate use
shall constitute an improvement. Each improvement shall be subject
to a separate charge and/or fee, according to the environmental fee
category assigned to the parcel.

b) Residential Unit. A residential unit is defined in
accordance with and includes the provisions of Zoning Code Chapter
21, subsections 21.02(3), (23), (60) and (78) - Apartment, Dwelling
Code, Mobile Home and Rooming Unit respectively, and Public Health
and Welfare Chapter 11, subsection 11.05(2) - Definitions of
Garbage and Refuse Collection as follows: A single family
residential home. A duplex shall be treated as 2 units, a triplex
as 3 units and a rooming house with 5 rooms or less as one unit.
Each 5 rooms of a rooming house or increment thereof shall be
trated as one unit. (Example: 6 rooms = 2 units; 11 rooms = 3
units.) An average of 3 residents per unit is used. The following
shall be treated as rooming houses for the purposes of this
section: Boarding homes and community-based residential
facilities, as defined in Wisconsin Statutes Chapter 50, subsection
(ig) as follows: "Community-based residential facility" means a
place where 3 or more unrelated adults reside in which care,
treatment or services above the level of room and board, but not
including nursing care, are provided to persons residing in the
facility as a primary function of the facility.
c) Commercial Unit. A commercial unit is defined in accordance with and includes the provisions of Zoning Code Chapter 21, subsection 21.21, 21.22 and 21.23. Hospitals/Nursing Homes and Schools/Dormitories are assigned to unique environmental fee categories, therefore, are not considered commercial units for this environmental user fee. Trailer parks are included in the residential unit category as one unit per trailer and, therefore, are not considered commercial units for this environmental user fee. Each businesses’ electrical meter is considered a commercial unit. An average of 3 employees is used.

d) Industrial/Heavy Commercial Unit. An industrial/heavy commercial unit is defined in accordance with and includes the provisions of Zoning Code Chapter 21.25. Each industry is considered an industrial unit. Retail stores greater than 20,000 sq. ft., floor space and supermarkets are considered a heavy commercial unit. An average of 25 employees is used.

e) Health Care Unit. The health care unit category shall include hospitals defined as follows: An institution open to the public in which sick or injured persons are given medical or surgical care or for the care of contagious diseases and which has bed facilities for persons staying more than 24 hours. Clinics are not included in the category. This category also includes nursing homes defined as follows: A facility for the care of aged or infirm or a place of rest for those suffering bodily disorders. Such facility does not contain equipment for surgical care. A health care unit shall be considered a single occupiable bed in the facility.

f) Educational/School Unit. The educational/school unit category shall include public schools as defined by State Statutes 115.01(1), private schools as defined in State Statutes 115.01(3r), public and private universities and colleges and vocational/technical schools operating under State Statutes Chapter 38. An educational/school unit shall be defined as a single enrolled student.

3. USER FEE ESTABLISHED. It is the intent of the City of River Falls to allocate the cost of landfill remediations, including all mandates by the Wisconsin Department of Natural Resources to monitor groundwater and perform other remediation actions at former City landfill sites, and that the most equitable manner is to establish a user fee which applies to the greatest number of users and has the highest causal relationship to the service being provided. The most equitable fee is a flat rate environmental fee charged to all improved parcels and units as this Resources to monitor groundwater and perform other remediation actions at former City landfill sites, and that the most equitable manner is to establish a user fee which applies to the greatest number of users and has the highest causal relationship to the service being provided. The most equitable fee is a flat rate environmental fee charged to all improved parcels and units as this provides the broadest base of rate payers and the most direct connection to the service provided as all improved parcels and units generate solid waste and/or recyclables.
The most equitable fee is one which is based upon the amount of waste generated for any particular type of facility as this ensures the generator to contribute in fee-based on the projected waste volume.

4. ADMINISTRATION AND CALCULATION. a) The Utility Administrator, City Engineer and City Administrator shall establish procedures for review by their respective boards and commissions with approval by the Common Council to properly allocate the costs for the administration of this service. The fee shall be calculated annually by dividing the mandated annual expenditure by the total number of improved parcels and units within the City of River Falls. The environmental fee shall be calculated on an annual basis and may change depending on the monitoring or remediation actions being taken by the City of River Falls at former landfill sites. The City Administrator, Utility Administrator and City Engineer shall establish procedures for review by respective boards and commissions with approval by the Common Council to properly allocate the costs for the administration of this service. The base per capita fee shall be calculated based on the following waste generation factors:

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit Waste Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>1 lb./resident/day</td>
</tr>
<tr>
<td>Commercial</td>
<td>5 lbs./employee/day</td>
</tr>
<tr>
<td>Industrial/Heavy Commercial</td>
<td>10 lbs./employee/day</td>
</tr>
<tr>
<td>Health Care</td>
<td>8 lbs./bed/day</td>
</tr>
<tr>
<td>School with Student Housing</td>
<td>0.75 lb./student/day</td>
</tr>
<tr>
<td>School without Student Housing</td>
<td>0.45 lb./student/day</td>
</tr>
</tbody>
</table>


b) Using these factors and an average of 3 persons per residence, 3 employees per commercial business shift, 25 employees per industrial/heavy commercial business, the actual health care beds and the actual student enrollment, the following is the calculated fee structure:

- Residential Unit: $2.37 per month
- Commercial Unit: $11.85 per month
- Industrial/Heavy Commercial Unit: $197.50 per month
- Health Care Unit: $6.52 per month
- Education/School Unit (with student housing): $0.59 per month
- Education/School Unit (without student housing): $0.35 per month
c) The environmental fee shall be calculated on an annual basis and may change depending on the monitoring or remediation actions taken by the City of River Falls at former landfill sites.

b) The fee shall be the responsibility of the owner of the improved property. The fee may be billed on a unit basis if that unit is normally billed for other utility charges.

5. DISCRETIONARY APLICATION. The Common Council shall retain the discretion to impose or not impose this environmental user fee each year, such discretion to be dependent upon other potential sources of funding or cost mitigation as the same applies to remedial measures taken by the City of River Falls on former landfill sites.

This ordinance shall take effect from and after its passage and publication as provided by law.

FOR THE CITY OF RIVER FALLS

[Signature]
Duane Pederson, Mayor

ATTEST:

[Signature]
Dorothy Frederick, City Clerk

Adopted: August 22, 1995
Published: August 31, 1995
Greetings Mayor Dan,

It’s hard to believe that another 4 years have gone by, but my term on the HPC is up this month. Time flies when you are having fun!

I am writing today to request that you and the council consider re-appointing me to another term on the RF historic preservation commission. I appreciate the opportunity to serve my community in this capacity. It is a real honor to work with the great group of talented and dedicated people involved, both citizen commissioners and city staff. I am very proud of the work HPC has done in recent years. We have some awesome projects and ideas on the horizon, especially the historic interpretive sign series, beginning with "The Glen."

Please let me know if you have any questions or concerns. I am happy to come and meet with the group any time.

Thanks so much Dan. Have a great day!

Heidi Heinze
RFHPC chairperson