COMMON COUNCIL AGENDA
June 13, 2023

The public may view/listen to the meeting by:
- Calling Toll Free 1-844-992-4726, access code: 263 269 58473
- Visiting the web link: https://tinyurl.com/rfcc61323
- Viewing the City's YouTube Channel: https://www.youtube.com/user/cityofriverfalls

Call Meeting to Order – 6:30 p.m.
Pledge of Allegiance
Roll Call
Approval of Minutes – May 23 Board of Review 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. Ordinance 2023-09 – Creating Section 9.08.080 of the Municipal Code Relating to Camping on Public Property – Second Reading and Disposition

CONSENT AGENDA:
3. Resolution Approving the ADA/Title IV Plan Updates to Receive Federal Grants
4. Resolution Approving Development Agreement between City of River Falls and White Birch LLC
5. Resolution Approving Purchase Agreement with White Birch LLC

ORDINANCES AND RESOLUTIONS:
6. Resolution Approving Event Requests for River Falls Community Arts Base Music in the Park at City Hall Plaza
7. Resolution Approving Requests for Open Container Exemption for River Falls Community Arts Base Music in the Park at the City Hall Plaza
8. Resolution Approving Requests for Noise Control Exemption for River Falls Community Arts Base Music in the Park in the City Hall Plaza

REPORTS:
9. Administrator’s Report

ANNOUNCEMENTS:
10. Mayor’s Appointments

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.
BOARD OF REVIEW
May 23, 2023, 6:15 p.m.

**Members Present:** Todd Bjerstedt, Jeff Bjork, Nick Carow, Sean Downing, Scott Morrissette, Alyssa Mueller, Diane Odeen, Dan Toland, Amy White

**Also Present:** City Administrator Scot Simpson and City Attorney Chris Gierhart

Clerk White called the meeting to order at 6:15 p.m. Roll call was taken.

Clerk White stated the purpose of the meeting was to motion to adjourn the Board of Review until Tuesday, August 3, 2023, at 4 p.m. She would accept a motion to adjourn.

**MS Downing/Bjerstedt move to adjourn until that time.** Administrator Simpson asked for clarification of the date, as he believes August 3rd is on a Thursday. Day of the week confirmed and read into the record as Thursday, August 3, 2023. The motion passed with all voting in favor.

Meeting adjourned at 6:19 p.m.

Respectfully Submitted,

Amy White
City Clerk
Mayor Toland called the meeting to order at 6:30 p.m.

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

**Members Absent:** None

**Staff Present:** City Administrator Scot Simpson; Assistant City Administrator Jason Stroud; City Attorney Chris Gierhart; IT Specialist Jonathon Thoen; Utility Director Kevin Westhuis; Assistant to the City Administrator Jennifer Smith; Director of Community Development Amy Peterson; Community Services Director/City Clerk Amy White; City Engineer Todd Nickleski; Police Chief Gordon Young; Finance Director Josh Solinger; Management Analyst Ellen Massey; Economic Development Manager Keri Schreiner; Deputy Clerk Jackie Hanson; Water/Wastewater Superintendent Dean Seemuth; Assistant Director of Community Development Emily Shively

**Others:** Scott Damiani, Emma Gaustad, Jason Nygaard, others

**APPROVAL OF MINUTES:**
May 9, 2023, Workshop and Regular Minutes
MSC Morrissette/Mueller move to approve minutes. Unanimous.

**APPROVAL OF BILLS:**
Bills: $848,789.24
MSC Bjerstedt/Downing move to approve bills. Unanimous.

**PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:**
There were no public comments.

**PUBLIC HEARING:**
Annual Liquor License and Beer License Renewals – Hearing and Disposition by Motion for each License Class
At 6:31 p.m., Mayor Toland moved into a public hearing and asked for comments. As there were none, Toland moved back into Open Session at 6:31 p.m.

The mayor asked for the three new agents, Scott Damiani, Emma Gaustad, Jason Nygaard, to come to the podium for questions.

Alderperson Morrissette asked the agents to answer three questions: do you understand the role of an agent; do you understand if you are not present and if an alcohol violation occurs, you are responsible; and do you have your responsible server's certificate. The three agents all answered yes.

The mayor took a roll call of the current agents in attendance. Agents were present from the following businesses: Aldi, American Legion Post 121, Bob & Steve's Store #4 & #6, Bo Jon's, Broz Sports Bar & Grill, Burrito X.Com, Devine Liquors, Dick's Hometown Liquor, Dollar General, Emma's Bar, Falls Theatre, Holiday Station store, Johnnies Bar, Junior’s Restaurant and Tap, Kwik Trip Store #301 and #1104, Lazy River Bar & Grill, Luigi's Pizza, Mariachi Loco, Mei's Midtowner LLC, Nutty Squirrel
Sports Saloon, Paddys Pub & Boxy House, River Falls Baseball Council, River Falls Golf Club, Shooters Pub, St. Croix Lanes, Steve’s Pizza, Swinging Bridge, Tarnation Tavern, Tattersall Distilling Company, WE Market Co-op, and Westwind Supper Club. Agents from Kwik Trip Store #453 and River Falls Moose Lodge were not present.

After the roll call, the Mayor asked for a motion to grant renewals for the Class “A” Beer Licenses and Class “A” Cider Only licenses contingent that all licensing requirements are met at the time of issuance for Bob & Steve’s Store #4 and #6. MS Morrissette/Mueller to grant the renewals. The Mayor asked for comments. With no other comments, the Mayor asked for a vote. The motion passed unanimously.

The Mayor asked for a motion to grant renewals for the Combination “Class A” Liquor and Class “A” Beer Licenses contingent that all licensing requirements are met at the time of issuance for Aldi #49, Devine Liquors, Dollar General, Dick’s Hometown Liquor, Family Fresh Market #322, Holiday Stationstores #8, Kwik Trip Store #301 and #1104 (Kwik Trip store #453 was excluded), Bo Jon’s, Walgreens #10585, and WE Market Co-op. MS Morrissette/Mueller to grant the renewals.

Alderperson Carow noted he would refrain from voting due to his employment. The Mayor asked if it needs to be mentioned that Kwik Trip #453 is not included in the motion. City Attorney Gierhart said no as the mayor already stated that Kwik Trip #453 was omitted. With no other comments, the motion passed unanimously.

The Mayor asked for a motion to grant renewals for the Class “B” Beer Licenses contingent that all licensing requirements are met at the time of issuance for Luigi’s Pizza, River Falls Baseball Council, Steve’s Pizza, and Tattersall. MS Downing/Carow to grant the renewals. The Mayor asked for comments – there were none. The motion passed unanimously.

The Mayor asked for a motion to grant renewal of the “Class C” Wine Licenses contingent that all licensing requirements are met at the time of issuance for River Falls Baseball Council and Steve’s Pizza. MS Morrissette/Bjerstedt to grant the renewals. The Mayor asked for comments – there were none. The motion passed unanimously.

The Mayor asked for a motion to grant renewals for the Combination “Class B” Liquor and Class “B” Beer Licenses contingent on all licensing requirements being met at the time of issuance for American Legion Post 121, Broz Sports Bar & Grill, Burrito X.com, Emma’s Bar, Falls Theatre, Johnny’s Bar, Junior’s Restaurant and Tap House, Lazy River Bar & Grill, Mariachi Loco, Mel’s Midtowner, Nutty Squirrel, Paddy’s Pub and Boxy House; River Falls Golf Club, (River Falls Moose Lodge was excluded) Shooters Pub, St. Croix Lanes, Swinging Bridge Brewery, Tarnation Tavern, and Westwind Supper Club. MS Odeen/Carow grant the renewals. The Mayor asked for comments – there were none. The motion passed unanimously.

Ordinance 2023-09 – Creating Section 9.08.080 of the Municipal Code Relating to Camping on Public Property - First Reading

At 6:41 p.m., Mayor Toland moved into a public hearing and asked for comments. As there were none, Toland moved back into Open Session at 6:42 p.m. for questions from council.

Alderperson Downing noticed staff isn’t recommending the ordinance and asked why. City Administrator Simpson did not read it that way saying staff was asked to draft the ordinance as requested based on council discussion. Staff is neutral. This is a policy decision for council. Downing asked if the ordinance would put an undue hardship on law enforcement to enforce it. Simpson didn’t think so and asked Police Chief Young to answer. Chief Young said it would be correct either way; the police department is looking for direction from council. He clarified that there were resources available to enforce the ordinance.
Alderperson Morrissette asked if this would provide the police with more clear direction for enforcement. Young said either way, it would be a clear direction on what council is looking for.

Alderperson Mueller asked if the community has enough resources to help people experiencing housing instability. Young said yes and talked about special MOUs in place with organizations but people choosing not to use their services.

Alderperson Bjork said the ordinance isn’t just about homelessness but also applies to people who want to recreational camp on city properties. He looks forward to providing clarity. Young said the police department would help anyone in this situation (homeless) whether it does or doesn’t pass. This is not criminal; it’s a forfeiture.

Downing asked if a professional psychologist was consulted on best practices when it came to difficult individuals who may be suffering homelessness. Simpson said staff has looked into several aspects of camping. Staff hasn’t looked at the city employing those serves as it’s not a business we are in. He talked about social service agencies the city has agreements with. Unless staff hears direction from council that is a service line you want the city to move into - that wasn’t the intent. Simpson said the intent is - we are starting to get recreational campers on conservation lands – not designated park facilities. He talked about the council letting staff understand their direction for the use of public properties for camping. Staff has looked at some of the housing instability issues related to this, but it is also just an increase in people camping in those areas. Simpson talked further and provided more details.

Morrissette asked about camping designation near the ballpark in Hoffman Park, and if the park and recreation manager could grant tent camping there. Simpson said council could add a city employee or assume the police chief would coordinate with the park and recreation manager. Simpson said this also includes the right of way. He provided a scenario and said campers could be in private driveways but not the street. Downing said designated locations is something council should look at.

Alderperson Odeen talked about including blankets on Second Street before the River Falls Days parade. We may want to consider the effect of that. Simpson said unless council told staff at the second reading, blankets and chairs left on Second Street for the parade – we would not interpret the ordinance that way.

Bjork asked about a permit process for homeowners to let people park in front of their home. Simpson said council has that authority to do that. Morrissette and Mueller would be comfortable with that.

Odeen’s suggestion is to take the ordinance as is and address pain points as they occur. Morrissette talked about issues with enforcement and thought adding RV parking should be included in the next reading.

Odeen didn’t see where the ordinance would cover a parked vehicle. Gierhart agreed. Simpson clarified and asked about a sentence in the ordinance referring to a vehicle and if Gierhart would include RVs as a vehicle. Gierhart thought it could be argued that a RV is a vehicle if it is motorized. He said the question for council is do you want to prohibit RV camping, and if so, to what extent.

There was continued discussion on the ordinance. Mayor Toland, Carow, and Morrissette agreed with Odeen’s suggestion on leaving the ordinance as written. Simpson summarized what he understood council to say. He hasn’t heard a consensus from council to draft any changes to the ordinance. He talked about council making amendments at the second reading. Unless the council directs staff, staff isn’t looking to do a permit process.

**CONSENT AGENDA**

Resolution No. 6784 - Recommending Approval of the Purchase of a Three-Phase Transformer
Resolution No. 6785 - Authorizing a Contract with Sylvester Stump Grinding for Tree and Yard Debris Grinding Services
Resolution Approving Interfund Loan Policy→→pulled by Bjork

MSC Odeen/Mueller move to approve the remainder of the consent agenda. Unanimous.

Resolution No. 6786 - Approving Interfund Loan Policy
Bjork wants a better understanding of this. He has an issue with a line in the policy that states, “For other needs as deemed appropriate by the City Administrator.” He doesn’t think it should be an individual. He would like to strike that line.

Odeen said the council gives the City Administrator the authority in consultation with senior staff to make these kinds of decisions and have oversight. Someone must make that decision, and she doesn’t feel it needs to come to council for approval. Morrissette said there’s a report of the City Administrator’s action to come back to the council later. He worked with staff to draft the policy. Morrissette explained the line is included in the policy if there’s a need for a quicker action than a council meeting will allow. His intent was to memorialize the interfund transfers. Bjork expressed concern about having a single individual to make those decisions.

Finance Director Josh Solinger explained the purchases are ones that council would have already approved. Council still has the authority to approve these expenses. Staff would effectuate that when the time comes by identifying an interest rate to apply when the loan recipient is able to repay it. The intent isn’t to have staff identify things to spend the money on and do interloan funds.

Alderperson Carow asked if there was anything last year that staff would have wanted to do but without this resolution was unable to do. Solinger said no and provided details. Bjork asked if the policy would be retroactive and asked when the first review would be available. Solinger provided answers.

Downing asked Solinger for an example of a formal process when you approve an inter fund. Simpson said we don’t have a formal process. Downing said that was his point. He said when you look at what Bjork was getting at it – it’s not necessarily about where it goes but is more about having a process with some accountability.

Simpson said there is accountability because the council is authorizing and approving this. This would be authorizing and approving for a second time. Council is approving the borrowing of money at the time of expense. Simpson provided more details saying it is about cash management between funds. It is audited so there’s always been accountability. He spoke in further detail.

Morrissette said his intent with the request was to memorialize these transfers for future councils and to set an interest rate that represents today’s borrowing rates. We have plenty of oversight, and he has no concerns with the auditing process.

Simpson spoke further saying it was a dual process and talked about doing it for future council and staff. He talked about transparency and that the policy is a change on interest. He provided more details. There was further discussion and questions.

Upon completion of discussion, the mayor asked for a motion. MSC Bjork/Bjerstedt move to approve the resolution. Unanimous.
ORDINANCES AND RESOLUTIONS:
Resolution No. 6787 - Creating Tax Increment District No. 19, Approving its Project Plan and Establishing its Boundaries for the City of River Falls, Wisconsin
Economic Development Manager Keri Schreiner and City Engineer Todd Nickleski provided a presentation on the Mann Valley agenda items. She talked about the concept plan, proposed land use, acreage, and stormwater management.

Nickleski talked about the infrastructure including the watermain, sanitary sewer, and roadway construction. He talked about the two construction bids received. Haas Sons, Inc. provided the lowest bid. Staff is proposing to use SEH for engineering services and provided details.

Schreiner spoke about proposed TID 19 including boundaries and value projections.

Nickleski talked about the jurisdictional transfer of County Trunk Highway U from St. Croix County to the city. He said St. Croix County Highway Commissioner, Transportation Committee, and Board of Supervisors are supportive of this project and have passed a resolution to transfer the roadway to the city. Nickleski talked about the importance of the city having control over what goes in the right of way.

Schreiner talked about the purchase of land from Gary Moelter which will allow the roadway going into the corporate park to align with the existing 1047th Street in the Town of River Falls. She talked about the project timeline.

Upon completion of the presentation, the mayor asked for a motion. MSC Odeen/Bjerstedt move to approve resolution. Unanimous.

Resolution No. 6788 - Approving Mann Valley Corporate Park Construction Contract with Hass Sons, Inc.
MSC Morrissette/Bjork move to approve resolution. Unanimous.

Resolution No. 6789 - Approving Mann Valley Corporate Park Construction Engineering Services with SEH, Inc.
MSC Bjork/Morrissette move to approve resolution. Unanimous.

Resolution No. 6790 - Approving Jurisdictional Transfer of a Portion of County Trunk Highway U and Radio Road
MSC Downing/Mueller move to approve resolution. Morrissette asked about the condition of Radio Road. Simpson said we would be accepting the road as is. Our observation of the road it that it’s new. He provided further information. Nickleski confirmed that roadway is in very good condition and is recently reconstructed. The highway commissioner said the county has spent millions on the road.

Bjork asked about possible renaming of County Road U. Nickleski said there is no intention on changing the name. Simpson talked about the economic benefits of maintaining a county highway designation.

Upon conclusion of discussion, the mayor asked for a vote on the motion. The motion passed unanimously.

Resolution No. 6791 - Approving the Purchase Agreement between the City of River Falls and Gary Moelter
MSC Bjerstedt/Mueller move to approve resolution. Unanimous.

REPORTS:
Comptroller’s Report for April 2023
Comptroller Odeen read the following: General Fund revenues through the end of April were $4,546,474 or 35.5 percent of total budgeted revenues for the year. Revenues in April include $11,341 from in building permit fees, $15,411 from public works charges, and $28,050 from franchise revenues. Expenditures through the end of April were $3,718,996 or 29 percent of total budget expenditures for the year. As of April 30, 2023, net revenues over expenditures were $827,478.

2022 Consumer Confidence Annual Water Quality Report
There were no questions on the report.

Bjork noted June was dairy month. Bjerstedt said No Mow May ends soon.

ANNOUNCEMENTS:
Pride Month Proclamation
The mayor read the proclamation.

CLOSED SESSION:
At 7:47 p.m., MS Morrissette/Mueller to recess into Closed Session per Wisconsin State Statutes §19.85(1)(e) for the following purposes: “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to wit: River Falls Industrial Park, St. Croix County Parcels 276-1041-20-101 and 276-1041-20-111. The roll call vote to move into Closed Session passed unanimously.

RECONVENE INTO OPEN SESSION:
MSC Bjerstedt/Morrissette move to reconvene into Open Session at 8:17 p.m. Unanimous.

MSC Bjerstedt/Morrissette move to adjourn at 8:18 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan, Deputy Clerk
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Jason Stroud, Assistant City Administrator

DATE: June 13, 2023

TITLE: Creation of Ordinance Section 9.08.080 “Camping on Public Property” – Second Reading and Disposition

RECOMMENDED ACTION
Staff does not have recommended action regarding this ordinance. The council can elect to create Ordinance Section 9.08.080 “Camping on Public Property”, through the public hearing process, if they so choose.

BACKGROUND
The City of River Falls does not currently have an ordinance that prohibits camping on city public properties. In recent years staff has received requests from individuals to camp on, and some complaints from others regarding camping on, various city properties, including conservancy areas, roadways and in parks. Without regulation, camping on public property could occur in locations such as city-owned parcels, parks, along city roadways, bike paths, in city parking lots, conservancy areas or other public rights of way.

The city has regulations for parks, which are authorized by ordinance, that restrict the hours from 5am to 11pm for all areas outside of the designated campground. This ordinance is generally sufficient to limit any camping from occurring outside of the campground in any city park. There is also State statute (§ 86.025) that makes it unlawful to camp on the public highways or any lands adjacent thereto. There are, however, no other regulation(s) in place to limit, or restrict, camping on other city parcels and public property or right-of-way.

With its home-rule authority (§ 62.11(5)), the city can manage and control its property. The Common Council can regulate usage of its parks and other city public lands to act for the government and good order of the city for the health, safety, and welfare of the public.

DISCUSSION
The establishment of camps or use of these spaces for overnight camping is not an intended use and can create unsafe and unsanitary conditions which can impact the peace, health or safety of those persons engaging in such activity or other citizens of the city. Furthermore, such actions can impact the ability of the greater public to use such areas for the purpose(s) for which they were intended. City staff currently has limited enforcement options to restrict camping in these public places.

The creation of this ordinance would prohibit any camping on city property, including on shoulders of streets, in conservancy areas, by city owned stormwater ponds, parking lots, etc.
Camping on city property would be restricted to city-designated campgrounds or as specially approved by the City Council or by order of the Chief of Police. The ability to provide special approval could be useful during sheltering emergencies or disasters, or as deemed necessary for festivals and events, or other occurrences.

A violation of this ordinance does not result in criminal charges, rather, it is subject to violation of local ordinance which could require civil forfeiture not less than five dollars, nor more than five hundred dollars.

The city maintains a campground in Hoffman Park that is available to be used, albeit with a fee and based on availability, by those seeking a location to camp; currently this is the only authorized campground within the city. This campground is open April 15 to October 31 and has fifteen sites with electricity, and five primitive tent sites. During the height of the season, or during special events, sites could be found full on the weekend. The city’s recently approved Outdoor Recreation Plan does not note any deficiencies related to the availability of camping locations within the city.

Camping is also available at other public and private campgrounds in the region, these include public campgrounds at: Willow River State Park (Hudson), Eau Galle Reservoir (Spring Valley), Hatfield Park (New Richmond), Nugget Lake County (Pierce) Park, and at the Glen Park County Facility (St. Croix).

CONCLUSION
It is staff’s understanding that Council has generally been interested in having camping in the city, on public property, take place in the designated campground. Should campsites be established elsewhere on public property there are limited means for enforcement without such an ordinance. The city attorney drafted the proposed ordinance language and has conducted a legal review for conflict of any related case-law and has recommended the drafted ordinance as lawful.

This ordinance does not impact lawful camping activities on privately owned property.
ORDINANCE NO. 2023-09

AN ORDINANCE CREATING SECTION 9.08.080 OF THE MUNICIPAL CODE RELATING TO CAMPING ON PUBLIC PROPERTY

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

Section 1. That Section 9.08.080 titled “Camping on Public Property,” of the City of River Falls Municipal Code is hereby created to read as follows:

“9.08.080 Camping on Public Property.

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

1. “Camp” or “Camping” means to set up or to remain in or at a Campsite.
2. “Campsite” means any place where any bedding, sleeping bag or other sleeping materials are placed, established, or maintained, regardless of whether such place incorporates the use of any tent, lean-to, shack or any other structure, or any vehicle or part thereof.
3. “City Property” means any property which is owned or leased by the City of River Falls and all public rights-of-way.

B. Camping Prohibited. It is unlawful for any person to Camp in or upon any City Property except as follows:

1. In campgrounds designated by the city that are signed and marked for overnight campers and pursuant to all applicable city ordinances, laws, rules, and regulations.
2. By special or emergency declaration by the City Council or by order of the Chief of Police.

C. Penalty. Any person violating the provisions of this Section shall be subject to the provisions of Chapter 1.20 of this municipal code.”

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: ____________
MEMORANDUM

TO: Mayor Toland and City Councilmembers

FROM: Ellen Massey, Management Analyst Fellow

DATE: June 13, 2023

TITLE: Resolution Approving the Recommended ADA/ Title VI Plan Updates

RECOMMENDED ACTION
Staff recommends the approval of the updates to the City’s ADA/ Title VI Plan per the instruction and guidance of the Wisconsin Department of Transportation.

BACKGROUND
The City’s taxi service is audited by WisDOT once every five years for compliance with various provisions of the Department of Transportation’s Section 5311 funding program. As part of the 2022 audit, the City received recommended action steps to continue funding and staying in compliance with the funding program. One action item was updating the City’s ADA/Title VI plan regarding non-discrimination and the process for investigating claims. The City created the ADA/Title VI plan in 2014 with updates made in 2017.

DISCUSSION
The plan consists of seven sections: notice of nondiscrimination, complaint procedure, complaint form, recording and reporting Civil Rights investigations, complaints, and lawsuits, public involvement plan, limited English proficiency (LEP) plan, and demographic representation information. Working with the support of the Wisconsin Department of Transportation, the City created a plan that complies with and is representative of the process and policies of the City. Updates made include:

- Updating the complaint form by increasing the number of days the City has to investigate a civil rights complaint from 15 to 45 days.
- Updating the LEP plan to include the use of a language hotline for needed translations.
- Updating the minority representation information to reflect the current U.S. Census data.

The ADA/Title VI plan language and complaint process has been updated on the City’s website, is included with this memo and provides additional details about the plan and policies.

CONCLUSION
The City is subject to an audit of its shared-ride taxi service by WisDOT once every five years. During this current audit process, the City received direction to update the ADA/Title VI plan. Through collaboration with WisDOT, the City has updated its policy. Staff is recommending the approval of the updates to the City’s ADA/ Title VI plan per the instruction and guidance of the Wisconsin Department of Transportation.
RESOLUTION NO.

RESOLUTION APPROVING THE RECOMMENDED ADA/ TITLE VI PLAN UPDATES

WHEREAS, The City of River Falls created the ADA/Title VI plan in 2014 with updates made in 2017; and

WHEREAS, The City’s taxi service is audited by WisDOT once every five years for compliance with various provisions of the Department of Transportation’s Section 5311 funding program; and

WHEREAS, As part of the 2022 audit, the City received recommended action steps to continue funding and staying in compliance with the funding program were provided, including updating the City’s ADA/Title VI plan; and

WHEREAS, The following Updates made include:

- Updating the complaint form by increasing the number of days the City has to investigate a civil rights complaint from 15 to 45 days.
- Updating the LEP plan to include the use of a language hotline for needed translations.
- Updating the minority representation information to reflect the current U.S. Census data.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls approves the recommended updates to the City of River Falls ADA/Title VI Plan.

Dated this 13th day of June, 2023.

Dan Toland, Mayor

ATTEST:

Amy White, City Clerk
City of RIVER FALLS
Title VI/ADA Nondiscrimination Plan

Revised on: 6/13/2023

Adopted by: City Council of River Falls, WI

Adopted on: 9/23/2014

This plan is hereby adopted and signed by:

City of River Falls, WI

Executive Name/Title: Scot Simpson, City Administrator

Executive Signature:

As a recipient of USDOT Federal Transit Administration (FTA) funding, per FTA Circular 4702.1B the City of RIVER FALLS is required to prepare a Title VI/ADA Nondiscrimination Plan including the following elements:

- Evidence of Policy Approval
- Policy Statement, Log of Policy Updates, Contact Information/Program Administration
- Notice of Nondiscrimination (Appendix 1)
- Complaint Procedure (Appendix 2)
- Complaint Form (Appendix 3)
- Recording and Reporting Civil Rights Investigations, Complaints and, and Lawsuits (Appendix 4)
- Public Involvement Plan (Appendix 5)
- Limited English Proficiency (LEP) Plan (Appendix 6)
- Demographic Representation Information (Appendix 7)
- Additional information, as required.
Policy Statement

The City of River Falls is committed to ensuring that no person is excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) in any and all programs, activities or services administered by the City of River Falls in accordance with Title VI of the Civil Rights Act of 1964\(^1\) and related nondiscrimination authorities.

The City of River Falls receives federal financial assistance to provide transportation service in River Falls City limits and to purchase vehicles to provide rides to elderly and disabled individuals.

Policy Updates – Activity Log

The City of River Falls will review its policy on an annual basis to determine if modifications are necessary. The table below outlines the Title VI/ADA Plan reviews/revisions made by the City of River Falls.

As applicable, City of River Falls will discuss Title VI/ADA Nondiscrimination Plan requirements with its third-party transit providers, Runnings Inc. on an annual basis to ensure compliance with civil rights requirements.

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity (Review/Update/Addendum/Adoption/Distribution)</th>
<th>Person Responsible</th>
<th>Notes</th>
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<tbody>
<tr>
<td>4/18/2023</td>
<td>Updated Title VI/ADA Plan per WisDOT requirement. Revisions included updated Complaint Form, updated LEP Plan and Minority Representation Information with current US Census data</td>
<td>Ellen Massey, Management Analyst Fellow</td>
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<tr>
<td>10/9/17</td>
<td>Updated Title VI/ADA Plan</td>
<td>Amy White, City Clerk</td>
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<tr>
<td>9/23/2014</td>
<td>Creation of City of River Falls Title VI/ADA Plan</td>
<td>L. Hecht</td>
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\(^1\) Title VI of the Civil Rights Act of 1964 states “No person in the United States shall, on the grounds of race, color or national origin, be excluded from, participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” – [Title 42 USC Section 2000d](https://www.law.cornell.edu/uscode/text/42/2000d)
Contact Information/Program Administration

Chief Executive
The City of River Falls’ Chief Executive will ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation implementing regulations.

<table>
<thead>
<tr>
<th>Name</th>
<th>Scot Simpson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:ssimpson@rfcity.org">ssimpson@rfcity.org</a></td>
</tr>
<tr>
<td>Phone</td>
<td>715-425-0900</td>
</tr>
</tbody>
</table>

Civil Rights Coordinator
The City of RIVER FALLS’ Civil Rights Coordinator ensures Title VI/Nondiscrimination and LEP compliance in accordance with the City of RIVER FALLS’ federally funded transportation activities. The Civil Rights Coordinator has other duties and responsibilities in addition to Title VI/Nondiscrimination and LEP compliance. This position has a direct reporting relationship and access to the City of RIVER FALLS’ Chief Executive.

<table>
<thead>
<tr>
<th>Name</th>
<th>Amy White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:Awhite@rfcity.org">Awhite@rfcity.org</a></td>
</tr>
<tr>
<td>Phone</td>
<td>715-425-3408</td>
</tr>
</tbody>
</table>

The Civil Rights Coordinator is responsible for initiating, monitoring, and ensuring compliance of the City of RIVER FALLS’ nondiscrimination requirements, including the following activities:

✔ Program Administration
  o Ensure compliance with federal Title VI/Nondiscrimination and LEP requirements
  o Develop and implement the City of RIVER FALLS’ Title VI/Nondiscrimination and LEP Plan
  o Update and maintain Title VI/Nondiscrimination and LEP program policies and procedures

✔ Complaints
  o Review, track, investigate and close Title VI/Nondiscrimination and LEP complaints

✔ Employee Training
  o Educate staff on Title VI/Nondiscrimination and LEP requirements and procedures

✔ Reporting
  o Prepare and submit Title VI/Nondiscrimination reports per state and federal regulations

✔ Public Dissemination
  o Notify the public of the City of RIVER FALLS’ Nondiscrimination requirements via the City of RIVER FALLS’ public area, on its website, in vehicles, etc.

✔ Oversight
  o Ensure contractors and lessees adhere to Title VI/Nondiscrimination and LEP requirements
Notice of Nondiscrimination

FTA Title VI Circular 4702.1B requires the City of RIVER FALLS as a recipient of federal financial assistance to notify the public of its obligations under U.S. DOT Title VI regulations and the protections against discrimination afforded to them by Title VI.

Title VI and ADA regulations require City of RIVER FALLS to inform the public of their rights under Title VI and ADA by posting a Notice of Nondiscrimination. The Notice of Nondiscrimination should be posted in the following locations: agency website, public areas of the agency office, and as applicable, inside vehicles, rider guides/schedules, and transit shelters/facilities.

The public notice must include a statement of nondiscrimination, information on how to request additional information about the agency’s Title VI and ADA obligations, including information on how to file a complaint, the location of the complaint form, etc., and information on how to request Title VI and ADA information in another language.

The City of RIVER FALLS’ Notice of Nondiscrimination is provided in the following locations:

- Agency website www.rfcity.org
- Public area of the agency office in employee break room
- Inside vehicles
- Rider Guides/Schedules

On English versions of the Notice of Nondiscrimination, a sentence is included in Spanish and Hmong to contact the City of RIVER FALLS at 715-425-0900 if additional information is needed in another language.

To view a copy of the City of RIVER FALLS’ Notice of Nondiscrimination, please see Appendix 1.

Complaint Procedure and Complaint Form

The City of RIVER FALLS, as a recipient of federal financial assistance must develop a procedure for investigating, tracking and resolving Title VI/Nondiscrimination and LEP complaints and make the procedures available to the public upon request.

Any person, group or firm that believes they’ve been discriminated against on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) by the City of RIVER FALLS may file a civil rights complaint.

Scope of Civil Rights Complaints

The scope of civil rights complaints covers all internal and external City of RIVER FALLS activities. Adverse impacts resulting in civil rights complaints can arise from many sources including the delivery of programs and services, or advertising, bidding and contracts.
Complaints can originate as a result of project and program impacts on individuals or groups. Examples include social and economic impacts such as access to programs, activities and services, failure to maintain facilities and vehicles, traffic, noise, air quality, and accidents. Complaints can also originate from individuals or firms alleging inability to bid upon or obtain a contract with **City of RIVER FALLS** for the furnishing of goods and services. Examples include advertising for bid proposals; prequalification or qualification requirements; bid awards; selection of contractors, subcontractors, material and equipment suppliers, lessors, vendors, consultants, etc.

The **City of RIVER FALLS’** complaint procedure is shown in **Appendix 2** and made available in the following locations:

- Agency website, either as a reference in the *Notice of Nondiscrimination* or in its entirety
- Agency office Employee Handbook

A copy of the **City of RIVER FALLS’ Complaint Form** is shown in **Appendix 3**.

**Civil Rights Investigations**

Recipients of federal financial assistance are required to maintain a list of any complaints alleging discrimination. The list shall include the date the civil rights complaint, investigation, or lawsuit was filed, a summary of the allegation(s), the status of the complaint, investigation, or lawsuit, actions taken by the recipient in response, and final findings related to the complaint, investigation, or lawsuit.

**Appendix 4** is the **City of RIVER FALLS’** procedure and tracking mechanism to investigate, track and resolve complaints.

Since the last update of this Title VI/ADA Nondiscrimination Plan, there has been no transportation related civil rights investigations, complaints, or lawsuits filed with the **City of RIVER FALLS**.

**Public Involvement Plan**

Recipients of federal financial assistance are required to develop a public involvement plan that includes outreach strategies and participation techniques to engage the public including minority, low-income, and limited English proficient (LEP) populations, as well as a summary of outreach efforts made since the last Title VI/ADA Nondiscrimination Plan.

While traditional means of seeking public involvement may not reach all individuals, or might not allow for meaningful avenues of input, the intent of this effort is to take reasonable actions to provide opportunities for historically under-served populations to participate in transportation decision making efforts.

A copy of the **City of RIVER FALLS’ Public Involvement Plan** is shown in **Appendix 5**.
Limited English Proficiency (LEP) Plan

As a recipient of federal USDOT funding, the City of RIVER FALLS is required under Title VI of the Civil Rights Act of 1964 and Executive Order 13166 to develop and implement a plan to ensure accessibility to its programs and services for persons who are not proficient in the English Language.

A copy of the City of RIVER FALLS’ Limited English Proficiency (LEP) Plan is shown in Appendix 6.

The LEP plan outlines the policies and procedures the City of RIVER FALLS will use to address the needs of persons with limited English proficiency (LEP) that wish to participate in City of RIVER FALLS programs and services.

Demographic Representation Information

The City of RIVER FALLS understands that diverse representation on boards, councils, and committees help results in sound policy reflective of the needs of the entire population. FTA Title VI Circular 4702.1B requires recipients which have transportation-related, non-elected boards, advisory council or committees, or similar bodies, to report membership of these committees broken down by race and include a description of efforts made to encourage the participation of minorities on these committees.

A copy of the City of RIVER FALLS’ Minority Representation Information is shown in Appendix 7.
Notice of Nondiscrimination to the Public

City of RIVER FALLS’ Notice of Nondiscrimination is posted in the following areas:

✓ Public area of the agency office
✓ Inside vehicles
✓ Rider Guides/Schedules

Notice of Nondiscrimination

City of RIVER FALLS

✓ The City of RIVER FALLS is committed to ensuring that no person is excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) in any and all programs, activities or services administered by the City of RIVER FALLS in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities.

✓ Any person who believes they’ve been aggrieved by any unlawful discriminatory practice may file a complaint with the City of RIVER FALLS.

✓ For more information on the City of RIVER FALLS’ civil rights program, and the procedures to file a complaint, contact 715-425-3408, (for hearing impaired, please use Wisconsin Relay 711 - https://wisconsinrelay.com); email awhite@rfcity.org; or visit our administrative office at 222 Lewis Street, River Falls WI, 54022. For more information, visit https://www.rfcity.org

✓ A complaint may also be filed directly with the Federal Transit Administration, Office of Civil Rights, Attention: Complaint Team, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590; Phone: 1-888-446-4511; Email: FTACivilRightsCommunications@dot.gov.

✓ If information is needed in another language, contact 1-800-874-9426.
Si se necesita informacion en otro idioma de contacto, 1-800-874-9426
Yog muaj lus qhia ntxiv rau lwm hom lus, hu rau 1-800-874-9426

Website Statement:

The City of RIVER FALLS operates its programs and services without regard to race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) in accordance with Title VI of the Civil Rights Act, Americans with Disabilities Act (ADA), and related nondiscrimination authorities. For more information on the City of RIVER FALLS’ civil rights program, ADA obligations, and the procedures to file a complaint, contact Amy White, email awhite@rfcity.org, 715-425-3408. For hearing impaired, please use Wisconsin Relay 711 service https://wisconsinrelay.com.
Appendix 2

Complaint Procedure

The City of RIVER FALLS’ Complaint Procedure is made available in the following locations:

- Agency website, either as a reference in the Notice of Nondiscrimination or in its entirety
- Agency office in the electronic employee handbook

Any person who believes they’ve been discriminated against on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficient (LEP) by the City of RIVER FALLS may file a complaint by completing and submitting the City of RIVER FALLS’ Complaint Form.

The Complaint Form may also be used to submit general complaints to the City of RIVER FALLS.

The City of RIVER FALLS investigates complaints received no more than 180 calendar days after the alleged incident. The City of RIVER FALLS will process complaints that are complete.

Once the complaint is received, the City of RIVER FALLS will review the complaint and work to resolve the complaint informally, if possible.

If the complaint warrants a formal civil rights complaint process, the City of RIVER FALLS will follow the steps listed in this complaint procedure. The City of RIVER FALLS may also use this formal procedure to address general complaints. If the City of RIVER FALLS determines it has jurisdiction the complainant will receive an acknowledgement letter stating the complaint will be investigated by the City of RIVER FALLS as a civil rights complaint.

The City of RIVER FALLS has 45 business days to investigate the civil rights complaint. If more information is needed to resolve the case, the City of RIVER FALLS may contact the complainant.

The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the City of RIVER FALLS can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, one of two (2) letters will be issued to the complainant: a closure letter or a letter of finding (LOF).

- A closure letter summarizes the allegations and states that there was not a Title VI or ADA violation and that the case will be closed.
- A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, the complainant has 10 business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 1-800-874-9426.
Si se necesita informacion en otro idioma de contacto 1-800-874-9426.
Yog muaj lus qhia ntxiv rau lwm hom lus, hu rau 1-800-874-9426.
Appendix 3

Complaint/Comment Form

City of RIVER FALLS is committed to providing you with safe and reliable transportation services and we want your feedback. Please use this form for suggestions, compliments, and complaints. Please submit this form electronically at awhite@rfcity.org or in person at the address below.

City of RIVER FALLS
222 Lewis St
River Falls, WI 54022

You may also call us at 715-425-0900. Please make sure to provide your contact information in order to receive a response.

Section A: Accessible Format Requirements

Please check the preferred format for this document

☐ Large Print  ☐ TDD or Relay  ☐ Audio Recording  ☐ Other (if selected please state what type of format you need in the box below)

Section B: Contact Information

Name  Telephone Number (including area code)

Address  City

State  Zip Code

Email Address

Are you filing this complaint on your own behalf?

☐ Yes  ☐ No

If no, please provide the name and relationship of the person for whom you are complaining and why you are completing the form on their behalf in the box below.

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.

☐ Yes  ☐ No
**Section C: Type of Comment**

What type of comment are you providing? Please check which category best applies.

- [ ] Complaint
- [ ] Suggestion
- [ ] Compliment
- [ ] Other

Which of the following describes the nature of the comment? Please check one or more of the check boxes.

- [ ] Race
- [ ] Color
- [ ] National Origin
- [ ] Religion
- [ ] Age
- [ ] Sex
- [ ] Service
- [ ] Income Status
- [ ] Limited English Proficient (L.E.P)
- [ ] Americans with Disability Act (A.D.A)

**Section D: Comment Details**

Please answer the questions below regarding your comment.

<table>
<thead>
<tr>
<th>Question</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did the incident occur on the following type of service? Please check any box that may apply.</td>
<td>[ ] Paratransit [ ] Shared Ride Taxi [ ] Bus</td>
</tr>
<tr>
<td>What was the date of the occurrence?</td>
<td>Click to add date in the following format: Day, month, year</td>
</tr>
<tr>
<td>What was the time of the occurrence?</td>
<td>Click to add the time</td>
</tr>
<tr>
<td>What is the name or identification of the employee or employees involved?</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>What is the name or identification of others involved, if applicable?</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>What was the number or name of the route you were on, if applicable?</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>What was the direction or destination you were headed to when the incident occurred, if applicable?</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Where was the location of the occurrence?</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>Was the use of a mobility aid involved in the incident?</td>
<td>[ ] Yes [ ] No</td>
</tr>
<tr>
<td>Please add any additional descriptive details about the incident.</td>
<td>Click or tap here to enter text.</td>
</tr>
</tbody>
</table>
In the box below, please explain as clearly as possible what happened and why you believe you were discriminated against.

Section E: Follow-up

May we contact you if we need more details or information?  
☐ Yes  ☐ No

If yes, how would you best liked to be reached? Please select your preferred form of contact below

☐ Phone  ☐ Email  ☐ Mail

If you would prefer to be contacted by phone, please list the best day and time to reach you.

Section F: Desired Outcome

Please list below, what steps you would like taken to address the conflict or problem.

Section G: Signature

Please attach any documents you have which support the allegation. Then date and sign this form and send it to the City of RIVER FALLS.

Name Click or tap here to enter text.  
Date:  

Signature Click or tap here to enter text.
Appendix 4

List of Complaints, Investigations and Lawsuits

The City of RIVER FALLS maintains a log to track and resolve transportation related civil rights complaints, investigations, and lawsuits.

Check One:

X

Since the last update of this Title VI/ADA Nondiscrimination Plan, there has been no transportation related civil rights investigations, complaints, or lawsuits filed with the City of RIVER FALLS.

- Because the City of RIVER FALLS has had no transportation related civil rights complaints, investigations, or lawsuits, the table below has no entries.

There has been transportation related civil rights investigations, complaints and/or lawsuits filed against us. See list below. Attach additional information as needed.

Note: The performance measure for tracking when an investigation begins and when its administratively closed is documented in the Complaint Log table below. City of RIVER FALLS will strive to complete the investigation within the timeframe specified in its Complaint Procedure.

<table>
<thead>
<tr>
<th>Type</th>
<th>Date (Month, Day, Year)</th>
<th>Complainant's Name/Address</th>
<th>Basis of Complaint</th>
<th>Summary Complaint Description</th>
<th>Status</th>
<th>Action Taken/Final Outcome if Resolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complaint</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>List dates of action steps including the dates complaint/investigation begins and is administratively closed.</td>
</tr>
<tr>
<td>Investigation</td>
<td></td>
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<td></td>
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<tr>
<td>Lawsuit</td>
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</tr>
</tbody>
</table>

2 Lawsuit: The protected class under Title II is disability. The protected classes under Title VI are Race, Color and Nation Origin.

3 Basis of Complaint: Specify Race, Color, National Origin, Disability, Religion, Sex, Age, Service, Income Status, Limited English Proficient (LEP), Safety, Other
Appendix 5

Public Involvement Plan

The purpose of the Public Involvement Plan is to establish procedures that allow for, encourage, and monitor participation of all citizens within the City of RIVER FALLS service area including but not limited to low income and minority individuals, and those with limited English proficiency (LEP).

While traditional means of soliciting public involvement may not reach such individuals, or might not allow for meaningful avenues of input, the intent of this effort is to take reasonable actions to provide opportunities for historically under-served populations to participate in transportation decision making efforts.

Goal

The goal of public involvement is to offer real opportunities for the engagement of all citizens within the City of RIVER FALLS service area to participate in the development of plans, programs and services.

Strategies

In order to promote inclusive public participation, the City of RIVER FALLS uses the following strategies, as appropriate.

- Coordination and Consultation
  - Coordinate and consult with partners, stakeholders, program participants and their caregivers, and the public affected by the distribution of state and federal transit grant programs.
  - Seek guidance and input from WisDOT on public involvement mechanisms and strategies.
  - Maintain an electronic distribution list of all potential program participants, partners, stakeholders, etc.

- Accessibility and Information
  - Meetings
    - Adhere to state and federal public hearing requirements
    - Provide a general notification of meetings, particularly forums for public input, in a manner that is understandable to all populations in the area.
    - Hold meetings in locations which are accessible and reasonably welcoming to all area residents including, but not limited to, low-income and minority members of the public.
    - Employ different meeting sizes and formats
    - Provide avenues for two-way flow of information and input from populations which are not likely to attend meetings.
  - Make public information available in electronically accessible formats
  - Use social media in addition to other resources to gain public involvement
  - Use radio, television or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.
Expand traditional outreach methods by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.

- **Timeliness**
  - Provide timely information about state and federal grant programs to affected program participants, the public, partner agencies, and other interested parties.
  - Provide adequate notice of public involvement activities and time for public review and comment.

- **Public Comment**
  - Work openly and diligently to incorporate public comments received and to notify respondents of final plans, reports, programs, etc.
  - Provide for early, frequent and continuous engagement by the public

- **Social/Environmental Justice**
  - Seek and consider the needs of those traditionally underserved by participating in outreach efforts that address the needs of minority persons, the elderly, persons with disabilities, limited English Proficient individuals, and low-income households.
  - Determine what non-English languages and other cultural barriers exist to public participation within the **City of RIVER FALLS** service area.

- **Training**
  - Participate in training to continuously improve the knowledge and understanding of civil rights and environmental justice principles.

- **Evaluation**
  - Document and maintain records of public outreach efforts.
  - Review the effectiveness of public participation activities.
  - Seek new ways to providing public input opportunities.

### Participation Techniques

The **City of RIVER FALLS** will use the following participation techniques as deemed appropriate. Participation techniques will be reviewed and modified each year, as necessary. If new techniques are tried and found to be successful, this list will be updated to include the new techniques.

- Booth at Community events (craft fair, festival, farmers market, parades, etc.)
- Advisory meetings and committees
- Direct mailings (letters, fliers, etc.)
- Website and social media
- Project-specific newsletter articles
- Public information meetings
- Legal advertisements
- Presentations to community partners, citizens/residents, etc.
- Press releases, meetings with local media representatives
- Surveys (telephone, internet, and public information meetings)
- Work with partner organizations
Public Outreach Activities

The City of RIVER FALLS maintains a log/record of the various types of outreach activities it uses to promote inclusive public participation. On an annual basis, the City of RIVER FALLS reviews its log of outreach activities to determine if additional or different strategies are needed to promote inclusive public participation.

The direct public outreach and involvement activities conducted by the City of RIVER FALLS are summarized below. Information collected on the size, location, meeting format, number of attendees, etc. as well as the scope of the distribution method (e.g., information posted to social media, fliers in grocery stores and community centers, etc.) will be used for future planning efforts.

<table>
<thead>
<tr>
<th>Event Date</th>
<th>Name of Event/Activity</th>
<th>Date Publicized and Communication Method (Public Notice, Posters, Social Media, etc.)</th>
<th>Outreach Method (Meeting, Focus Group, Survey, etc.)</th>
<th>Staff Members Responsible</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/30/2017-7/10/17</td>
<td>Keri Schreiner</td>
<td>2017 Citizen Survey</td>
<td>6/2017-7/2017 Social media, city website</td>
<td>Survey</td>
<td>129 Responses</td>
</tr>
<tr>
<td>2017-2018</td>
<td>Community Development team</td>
<td>Kinni Corridor planning</td>
<td>Various dates and events during 2017-2018</td>
<td>Social media, website creation, flyers</td>
<td></td>
</tr>
<tr>
<td>2/1/2022</td>
<td>Community Development Team</td>
<td>Comprehensive plans engagement</td>
<td>Social media, flyers, city website</td>
<td>In-person open house, survey, online feedback page, stakeholder meetings</td>
<td></td>
</tr>
<tr>
<td>2/6-2/26/2023</td>
<td>Community Development</td>
<td>Comprehensive plans</td>
<td>Social media, flyers, city website</td>
<td>Online feedback, open house</td>
<td></td>
</tr>
<tr>
<td>5/30/2017-7/10/17</td>
<td>Keri Schreiner</td>
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<td>Social media, website creation, flyers</td>
<td></td>
</tr>
</tbody>
</table>
Limited English Proficiency (LEP) Plan

Overview
As a recipient of federal financial assistance, the City of RIVER FALLS is required to prepare a Limited English Proficiency (LEP) Plan to address its responsibilities relating to the needs of individuals with limited English language skills.

This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d, et seq, and its implementing regulations which state that no person shall be subjected to discrimination on the basis of race, color, or national origin.

Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency”, issued in 2000 clarified Title VI of the Civil Rights Act of 1964. It stated that individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI in order to access public services or benefits for which they are eligible. While most individuals in Wisconsin read, write, speak, and understand English, for some individuals English is not their primary language. If these individuals have a limited ability to read, write, speak or understand English, they are considered Limited English Proficient (LEP).

The US DOT “Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons” discusses the concept of “safe harbor” with respect to the requirements for translation of written materials. The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that “Speaks English less than very well” by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less, of the population to be served) the City of RIVER FALLS must provide translation of vital documents (e.g., Notice of Nondiscrimination, Complaint Procedure and Complaint Form) in written format for non-English speaking persons.

Recipients of federal financial assistance are also required to implement LEP plans in accordance with guidelines of the federal agency from which the funds are provided. FTA Circular 4702.1B – Title VI Requirements and Guidance for FTA Recipients provides guidance and instructions for LEP Plan development.

Plan Summary
The City of RIVER FALLS has developed this Limited English Proficiency Plan to identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by the City of RIVER FALLS.

This plan outlines how to identify a person who may need language assistance, how to inform LEP persons language assistance is available, the ways in which assistance may be provided, and staff training.
Plan Components

As a recipient of federal US DOT funding, the City of RIVER FALLS is required to take reasonable steps to ensure meaningful access to programs and activities by LEP persons.

This plan includes the following elements:

1. The results of the Four Factor Analysis, including a description of the LEP population(s), served.
2. A description of the following:
   - How language assistance services are provided.
   - How LEP persons are informed of the availability of language assistance services.
   - How the language assistance plan is monitored and updated.
   - How employees are trained to provide language assistance to LEP persons.

Meaningful Access - Four Factor Analysis

To prepare this plan, the City of RIVER FALLS conducted a four-factor analysis which considers the following:

Factor 1 - Demography

Number and proportion of LEP persons who may be served or are likely to encounter a City of RIVER FALLS program or service.

This plan uses US Census Bureau – American Fact Finder (2011-2015) language data available by Wisconsin county. More data is available on the US Census Bureau ACS website.

The US Census Bureau – American Fact Finder (2011-2015) data shows there are numerous languages spoken in River Falls. Some of these languages include Spanish, other Indo-European languages and Asian and Pacific Island languages. After English, the second largest language group is Spanish.

The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that “speaks English less than very well” by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less), the City of RIVER FALLS must provide translation of vital documents in written format for non-English speaking persons.

US Census data shows that in River Falls, with a population estimate of 16,618, 228 persons have identified themselves as Spanish speaking and “speaks English less than very well”. This language group is less than 1% and below the 5%, or 1,000 persons threshold of the population to be served. This means the City of RIVER FALLS is not required to provide written translation of vital documents. All other language groups listed above are also below the Safe Harbor Threshold. This means, at this time, the City of RIVER FALLS is also not required to provide written translation of vital documents in these languages.

In the future, if the City of RIVER FALLS meets the Safe Harbor Threshold for any language group, it will provide written translation of vital documents in such languages and consider measures needed for oral interpretation.
**Factor 2 – Frequency**

Frequency of contact with LEP persons.

The **City of RIVER FALLS** and Runnings Inc. provides transportation service for the **City of RIVER FALLS** and in Pierce and St. Croix Counties.

The **City of RIVER FALLS** reviewed the frequency with which its staff, policy board, and contractors have, or could have, contact with LEP persons in the conduct of **City of RIVER FALLS** activities. This includes a review of documented phone inquiries, office visits, and encounters at public meetings and community events. Within the last year, **City of RIVER FALLS** staff, policy board members, and contractors have had zero (0) requests for interpreters and zero (0) requests for translated program documents in any setting.

**City of RIVER FALLS** staff, policy board members, and Runnings Inc. staff will be trained on what to do when they encounter a person with limited English proficiency.

The **City of RIVER FALLS** with assistance from Runnings Inc. tracks the number of encounters and considers adjustments to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of the **City of RIVER FALLS**’ programs and services. The Log of LEP Encounters is a tool to help track LEP encounters.

### Log of LEP Encounters

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Language Spoken By Individual (if available)</th>
<th>Name and Phone Number of Individual (if available)</th>
<th>Service Requested</th>
<th>Follow Up Required</th>
<th>Staff Member Providing Assistance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

If a language barrier were to exist, **City of RIVER FALLS** would work to provide a reasonable accommodation. The “I Speak” Language Identification Card listed shown below is a document that can be used by **City of RIVER FALLS** staff to assist LEP individuals. Additional languages can be added, as needed, to match the demographic changes of the **City of RIVER FALLS**’ service area. The languages included in the “I Speak” Language Identification Card below represent many of the languages spoken within the **City of RIVER FALLS** service area.
“I Speak” Language Identification Card

<table>
<thead>
<tr>
<th>Mark this box if you speak</th>
<th>Language Identification Chart</th>
<th>Language</th>
</tr>
</thead>
<tbody>
<tr>
<td>I speak English</td>
<td>English</td>
<td>English</td>
</tr>
<tr>
<td>Yo hablo español</td>
<td>Spanish</td>
<td>Spanish</td>
</tr>
<tr>
<td>Kug has lug Moob</td>
<td>Hmong</td>
<td>Hmong</td>
</tr>
<tr>
<td>我說中文</td>
<td>Chinese</td>
<td>Chinese</td>
</tr>
<tr>
<td>E nói tiếng Việt</td>
<td>Vietnamese</td>
<td>Vietnamese</td>
</tr>
<tr>
<td>나는한국어를</td>
<td>Korean</td>
<td>Korean</td>
</tr>
<tr>
<td>Marunong akong mag-Tagalog</td>
<td>Tagalog</td>
<td>Tagalog</td>
</tr>
<tr>
<td>Ich spreche Deutsch</td>
<td>German</td>
<td>German</td>
</tr>
<tr>
<td>Я говорю по-русски</td>
<td>Russian</td>
<td>Russian</td>
</tr>
<tr>
<td>Ja говорим српски</td>
<td>Serbian</td>
<td>Serbian</td>
</tr>
<tr>
<td>मैं हिंदी बोलते हैं</td>
<td>Hindi</td>
<td>Hindi</td>
</tr>
<tr>
<td>میں اردو بولتا ہوں</td>
<td>Urdu</td>
<td>Urdu</td>
</tr>
</tbody>
</table>

Note: For additional languages visit the US Census Bureau website [http://www.lep.gov/ISpeakCards2004.pdf](http://www.lep.gov/ISpeakCards2004.pdf)

**Factor 3 – Importance**

Nature and importance of program to LEPs.

The **City of RIVER FALLS** receives federal financial assistance to provide transportation service in the City of River Falls and to purchase vehicles for its program and services for seniors and individuals with disabilities.

The **City of RIVER FALLS** and Runnings Inc. understand an LEP person with language barrier challenges also faces difficulties obtaining health care, education, access to employment and nutrition meal sites, recreational services and socialization. Transportation services provides a key role in connecting LEP persons to these essential services.

**Factor 4 – Resources and Costs**

Resources available and overall cost to provide LEP assistance.

Given the small size of LEP encounters and small LEP populations, full multi-language translations of our programs and services related to transportation services is not warranted at this time. However, this information can be made upon request. The **City of RIVER FALLS** will contact state and local units of government and community resources for assistance in translation services.

Even though the **City of RIVER FALLS** does not have a separate budget for LEP outreach, it continuously explores ways to implement low cost methods of notifying LEP persons of transportation services. Outreach efforts include maintaining a website, utilizing social media, developing and printing brochure/materials and having a visible presence in our community (e.g., participating in job fairs, parades, community events, etc.) to promote transportation services. Additional low-cost outreach
methods to reach LEP communities include but are not limited to activities such as visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions and local festivals. The cost is relatively low but the ability to reach the LEP population is high.

**Language Assistance Services**

**Overview - Language Assistance Services**

If a person does not speak English as their primary language and is LEP, that person may be entitled to language assistance with respect to City of RIVER FALLS’ programs and services. Language assistance can include interpretation and/or translation from one language into another language.

City of RIVER FALLS will take reasonable steps to provide the opportunity for meaningful access to LEP individuals who have difficulty communicating in English.

City of RIVER FALLS strives to offer the following measures when encountering LEP persons:

- Utilize the “I Speak” Language Identification Card or posters to identify the language and communication need of LEP persons.
- Maintain a Log of LEP Encounters to capture information on the frequency of contact with LEP individuals to determine whether additional language assistance services are needed.
- Utilize translation services via the following:
  - Language Line – Language Line Solutions
  - The City of River Falls currently has staff who speak Spanish and support with language translations when needed
- Utilize Wisconsin Relay 7-1-1, the state of Wisconsin resource to assist with communication needs for individuals that are deaf, hard of hearing, deafblind, or those with a speech disability [http://www.wisconsinrelay.com/](http://www.wisconsinrelay.com/) and [http://www.wisconsinrelay.com/features](http://www.wisconsinrelay.com/features)
- Utilize online resources such as Google Translate to assist with the translation of documents. The main downside of this approach is accuracy. As such, this option will be used by City of RIVER FALLS on limited basis. Instead, City of RIVER FALLS will seek assistance from fluent speakers.
- Make translated versions (or provide for the interpretation of relevant sections) of all documents/publications available upon requests, within a reasonable time frame.
- Prioritize the hiring of bilingual staff, as needed.

**Public Outreach – Informing LEP Persons of Language Assistance Services**

The City of RIVER FALLS uses the following steps to inform LEP persons of the availability of language assistance services:

- Posts the Title VI/ADA Notice of Nondiscrimination on its website. The notice includes a sentence written in Spanish and Hmong providing instructions on how to contact the City of RIVER FALLS to request information in another language.
✓ When encountering LEP persons directly, City of RIVER FALLS will use the “I Speak” Language Identification Card to identify the language and communication needs of LEP persons. City of RIVER FALLS may not be able to immediately accommodate or assist individuals self-identifying as a person not proficient in English but will seek means to follow up with the individual to address their needs in the language requested as soon as possible.

✓ Review outreach activities and information gathered from the Log of LEP Encounters on the frequency of contact with LEP individuals to determine whether additional language assistance services are needed.

✓ Develop and maintain cooperative relationships with key agencies/community organizations that serve LEP populations in the area or region. These entities can assist in providing or verifying translations and/or identifying gaps in assistance to persons with LEP needs.

✓ Utilize translation services such as a Language Line

✓ Utilize Wisconsin Relay 7-1-1, the state of Wisconsin resource to assist with communication needs for individuals that are deaf, hard of hearing, deafblind, or those with a speech disability http://www.wisconsinrelay.com/ and http://www.wisconsinrelay.com/features

Monitoring, Evaluating and Updating the Plan

The City of RIVER FALLS will review the LEP Plan on an annual basis. Review and updates will include the following:

✓ The number of documented LEP person contacts.
✓ How the needs of LEP persons have been addressed.
✓ Determine whether the need for translation services has changed.
✓ Determine with existing language assistance services are effective and sufficient to meet the needs of LEP persons.
✓ Determine whether complaints have been received concerning the City of RIVER FALLS’ failure to meet the needs of LEP individuals.
✓ Sufficiency of staff training.
✓ Review of any new opportunities for LEP communication.
✓ Determine whether financial resources are needed to fund language assistance services.

Training Staff

The following training will be provided to City of RIVER FALLS staff:

✓ Information on the City of RIVER FALLS’ Title VI/ADA Non-Discrimination Plan and LEP responsibilities.
✓ Description of language assistance services offered to the public.
✓ Use of the “I-Speak Card” as a tool to assist LEP individuals.
✓ Documentation of language assistance requests using the Log of LEP Encounters.
✓ How to handle Title VI/ADA Non-Discrimination and LEP complaints.
Appendix 7

Demographic Representation Information\textsuperscript{4}

A. Demographic Representation Table\textsuperscript{5}

The table below depicts US Census county population data by race and the City of RIVER FALLS' non-elected committees/councils related to transit.

<table>
<thead>
<tr>
<th>Body</th>
<th>Caucasian</th>
<th>Hispanic/Latino</th>
<th>Black/African American</th>
<th>Asian American</th>
<th>Native American</th>
<th>Some Other Race</th>
<th>No Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of River Falls</td>
<td>90.9%</td>
<td>2.9%</td>
<td>1.2%</td>
<td>2.2%</td>
<td>.3%</td>
<td>3.2%</td>
<td>---</td>
</tr>
</tbody>
</table>

The membership of the City of RIVER FALLS Common Council is by election.

The City of River Falls does not have any elected transportation advisory boards.

B. Efforts to Encourage Minority Participation

City of RIVER FALLS understands diverse representation on committees, councils and boards results in sound policy reflective of its entire population. As such, City of RIVER FALLS encourages participation of all its citizens.

As vacancies on non-elected boards, committees and councils become available, City of RIVER FALLS will make efforts to encourage and promote diversity.

To encourage participation on its boards, committees and councils, City of RIVER FALLS will continue to reach out to community organizations to connect with all population groups in its service area. In addition, City of RIVER FALLS will use creative ways to make participating realistic and reasonable, such as scheduling meetings at times best suited to its members.

\textsuperscript{4} If City of RIVER FALLS has transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by City of RIVER FALLS, Title VI regulations require City of RIVER FALLS to provide a table depicting the membership of those committees broken down by race and a description of efforts made to encourage the participation of minorities on such committees.

\textsuperscript{5} County data by race is available at the WisDOT website \url{https://wisconsindot.gov/Documents/doing-bus/local-gov/astnec-pgms/transit/compliance/title6-race.pdf} or the US Census Bureau website \url{http://data.census.gov}
Demographic Representation Data Collection Form

Name of board, commission, council, etc.  
Date:

4/18/2023: The use of this form is not required because the Common Council is by election.

Dear Member,

The City of RIVER FALLS, as a recipient of federal funds is required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make-up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

Anti-Discrimination Notice

It is unlawful for City of RIVER FALLS to fail or refuse to provide services, access to services or activities, or otherwise discriminate against an individual because of an individual’s race, color, religion, sex, national origin, disability or veteran status.

As a council under the jurisdiction of City of RIVER FALLS, we invite council members to voluntarily self-identify their race/ethnicity in order for us to comply with FTA Title VI and LEP requirements. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information to be summarized and reported to the federal government for civil rights enforcement purposes.

Race/Ethnicity

If you choose to self-identify, please mark the one box describing the race/ethnicity category with which you primarily identify:

___ Asian or Pacific Islander: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

___ Black and/or African American (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

___ Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

___ American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

___ Caucasian (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

---

6 This form is an optional tool City of RIVER FALLS can use to gather information on the racial composition of its committee members for the purposes of meeting the Title VI/ADA plan requirements.
TO: Mayor and City Council  
FROM: Keri Schreiner, Economic Development Manager  
DATE: June 13, 2023  
TITLE: White Birch LLC Project and Associated Approvals  

RECOMMENDED ACTION  
1. Agenda item 4. Approve Resolution Approving the Developer’s Agreement Between City of River Falls and White Birch LLC  
2. Agenda item 5. Approve Resolution Approving the Purchase Agreement with White Birch LLC  

BACKGROUND  
In 2021, Adam Schmidt, a local businessman, connected with City staff to find a location for a new industrial building. Mr. Schmidt is proposing the development of an approximately 20,000 sq/ft for lease multi-tenant office and manufacturing/warehouse building on the approximately three-acre lot in the River Falls Industrial Park. Mr. Schmidt’s company is the ownership structure for the North American master distributor for the Early Rider Bike Company. The Early Rider Bike Company is a United Kingdom designer and manufacturer of bicycles for children as young as ten months.  

DISCUSSION  
APPROVAL OF DEVELOPER’S AGREEMENT WITH WHITE BIRCH LLC  
In preparation for this project, a development agreement (included in packet) has been drafted with White Birch, LLC which outlines the terms of the funding and responsibilities of the parties. The company wishes to build an approximately 20,000 sq/ft building which is valued at $2,500,000 on an approximately three-acre lot in the River Falls Industrial Park. White Birch LLC will initially use 5,000 sq/ft for operations, a small office and warehousing space and will lease out the remaining 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:  
• Anticipated start of construction is October 1, 2023, and substantial completion is December 31, 2024  
• The minimum taxable value of the development property is $2,500,000  
• Minimum tax payments will be $41,500 annually for 10 years after the substantial completion of the minimum improvements  
• Development incentives provided in the approximate amount of $210,000 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)  $2,500,000
Land Cost $210,000
City incentive provided at completion and occupancy $210,000
Minimum tax payments (10 years) $41,500

PURCHASE AGREEMENT WITH WHITE BIRCH LLC
The City has negotiated the purchase of the three-acre parcel in the River Falls Industrial Park to White Birch LLC to build an approximately 20,000 sq/ft for lease multi-tenant office and manufacturing/warehouse building. This property is located in Tax Increment District 11, created in 2015 and is scheduled to be closed in 2036. This is the last remaining three acres in the Industrial Park and is valued at $210,000 or $70,000 per acre. The developer has agreed to purchase the lot for $210,000. The City has agreed to provide development incentives of $210,000 after the developer receives the certificate of occupancy and certificate of completion.

Financial Considerations

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<tr>
<td>TID 11</td>
<td>$210,000</td>
<td>White Birch LLC $210,000</td>
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</table>

CONCLUSION
Staff recommends approval of the following resolutions, each related to White Birch LLC development project:

1. Agenda item 6. Approve Resolution Approving the Developer’s Agreement Between City of River Falls and White Birch LLC
2. Agenda item 7. Approve Resolution Approving the Purchase Agreement with White Birch LLC
RESOLUTION NO.

RESOLUTION APPROVING DEVELOPER’S AGREEMENT BETWEEN THE CITY OF RIVER FALLS AND WHITE BIRCH, LLC

WHEREAS, the City of River Falls and White Birch, LLC have arrived at an agreement to build a multi-tenant office and manufacturing/warehouse building in the River Falls Industrial 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 $2,500,000, minimum tax amount $41,500
• Guarantee term 10 years
• Maximum reimbursement $210,000

WHEREAS, the Common Council has reviewed the Developer’s Agreement at its meeting of June 13, 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 White Birch, LLC and authorizes the City Administrator to finalize the necessary terms and agreements on behalf of the City.

Dated this 13th day of June, 2023.

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF RIVER FALLS
AND
WHITE BIRCH LLC

THIS AGREEMENT, made and entered this ________ day of ________, 2023, by and between the City of River Falls, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter called “City”), and White Birch LLC, a Wisconsin limited liability company (hereinafter called “Developer”).

WITNESSETH:

WHEREAS, the City is the fee simple owner of platted lots in the River Falls Industrial Park; and

WHEREAS, Developer is desirous of developing, constructing, owning, managing, and operating a proposed multi-tenant office and manufacturing/warehouse building within the River Falls Industrial 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 11 (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 a minimum 20,000 square foot multi-tenant office and manufacturing/warehouse building, within Tax Increment District Number 11 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 3.1 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 3.1 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.

"Developer" means White Birch LLC, a Wisconsin limited liability company.

"Development District" means the real property located within Tax Increment District No. 11, City of River Falls.

"Development Property" means that certain vacant real property, being approximately 3 acres, located within Tax Increment No. 11, City of River Falls, and more particularly described in Exhibit 2 of this Agreement, and depicted as the highlighted lots in the map attached hereto as Exhibit 5.
“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 20,000 square foot multi-tenant office and manufacturing/warehouse 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, including stormwater management facilities, 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. 11” means the City of River Falls Tax Increment Financing District No. 11 as has been duly established by the City of River Falls according to the Wisconsin Statutes, Exhibit 3 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. 11 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. 11.

“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, public health emergencies or pandemic or Federal restrictions resulting from the same that may occur following the date of this Agreement, State or Federal limitations on work, fire, floods, embargoes, terrorist acts or other casualty, 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 limited liability company duly organized, existing, and in good standing under the laws of the State of Wisconsin, and is not in violation of any provisions of its articles of organization or operating agreement, 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 articles of organization or operating agreement 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 multi-tenant office and manufacturing/warehouse 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 complete the construction of the Minimum Improvements according to the following timetable, 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.
1. October 1, 2023 Start of construction of the Minimum Improvements.

2. December 31, 2024 Substantial completion of the Minimum Improvements.

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 Construction Plans, which shall be submitted to the City for review and approval prior to commencement of construction. Construction of the Minimum Improvements cannot commence until the City has approved the Construction Plans. Approved Construction Plans will be attached hereto as Exhibit 4 upon approval by the City.

(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 CDD 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 or code. If the Construction Plans, as modified by the proposed change, are not a material change, 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 by October 1, 2023, 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, Substantial Completion of all the Minimum Improvements shall be no later than December 31, 2024. 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. 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.

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 $210,000.00. 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 shall purchase the Development Property for $210,000.00 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 Development Property and Minimum Improvements shall carry a tax assessment value of not less than $2,500,000.00 after the Certificate of Completion and Certificate of Occupancy are issued.

Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of Development Property and Minimum Improvements at the agreed upon value of
$2,500,000.00. 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 commence on the date of Substantial Completion of the Project and continue until Developer has paid all taxes assessed on the agreed upon value of the Project 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. By way of explanation, if the agreed upon value of the Real Estate is first assessed as of January 1, 2025, the Developer’s obligation to pay taxes based on the agreed minimum assessed value shall continue through 2036, when taxes from the year 2035 would be due and payable. Provided, that after the time period set forth above, or in the event the assessor assesses the Real Estate above $2,500,000.00, 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 $2,500,000.00 for the Development Property and 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 $41,500.00 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 Occupancy.

Section 4.4. Option to Purchase.

Developer agrees that if Minimum Improvements are not commenced by October 1, 2023, the City has the exclusive option to purchase the Development Property back from the Developer for $210,000.00. 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 the City exercises such option, and the Parties shall enter into a purchase agreement consistent with the terms of this Section 4.4 agree to negotiate the remaining purchase terms in good faith and in accordance with custom in which the Development Property is located. If the City exercises such option, Developer shall pay for all costs of closing, including without limitation, an owner’s policy of title insurance, gap endorsement, real estate transfer taxes, recording fees, and title company fees.
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 $210,000.00. The City shall pay to Developer the sum of $210,000.00 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 $210,000.00 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 $210,000.00. 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. 11, as dated October 2015, is attached hereto as Exhibit 3, 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:

(a) Make standard electrical, water, and sanitary sewer utilities available for connection and hookup at the Development Property at the time the Minimum Improvements are completed. Developer shall be responsible for paying all utility extensions and laterals necessary to serve the Project located at the Development Property.

(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.
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 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.

Furthermore, should Developer assign, sell, convey, or transfer the project to a third party under the terms of this section within six years of issuance of a Certificate of Completion and Certificate of Occupancy, Developer shall reimburse the City at the time of sale for the City's cost of River Falls Industrial Park acquisition and development of $210,000.00. The third party, who must be acceptable to the City by the giving of written permission herein, shall enter a Novation Agreement substituting its performance for that of Developer. In the event the City permits the transfer of the project to a third party and a Novation Agreement is signed, Developer shall be released of any and all liability from the performance of any of the conditions of this Agreement, and shall be released of any liability to the City.

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, 2024, 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) In the Event of Default by Developer, the City may exercise any remedies available to it whether under law or equity. Further, 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.

ARTICLE X
ADDITIONAL PROVISIONS

Section 10.1. 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 10.2. 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 10.3. 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: White Birch LLC, c/o Adam R. Schmidt, 161 Bobwhite St., River Falls, WI 54022 (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 10.4. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed counterpart of this Lease via facsimile or electronic mail in portable document file (.pdf) format shall be as effective as delivery of an originally-signed executed counterpart of this Agreement.

Section 10.5. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.6. 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 6 as a Memorandum of Development Agreement.

Section 10.7. 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 10.8. 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.

Section 10.9. 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, 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 Council for approval. Upon full identification and documentation of the changed condition, the Council shall have 15 days to review and approve or disapprove the change. If approved, 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

White Birch LLC

________________________________________
Adam Schmidt, Managing Member
List of Exhibits

Exhibit 1 – [Intentionally Omitted]

Exhibit 2 - Description of Real Property

Exhibit 3 - Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 11, as dated October 2015

Exhibit 4 - Approved Construction Plans for the Minimum Improvements

Exhibit 5 – River Falls Industrial Park Map

Exhibit 6 – Memorandum of Development Agreement
Exhibit 1

[Intentionally Omitted]
Exhibit 2

Description of Real Property

TBD
Exhibit 3

Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 11 dated October 27, 2015
Exhibit 4

Approved Construction Plans for the Minimum Improvements
Exhibit 5

River Falls Industrial Park Map
Exhibit 6

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

See Exhibit A Attached
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. Gierhart
Weld Riley, S.C.
PO Box 1030
Eau Claire, WI 54702-1030
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 White Birch LLC, a Wisconsin limited liability company (“Developer”), who agree as follows:

WHEREAS, as of ___________, 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, including without limitation a City option to purchase.

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 WISCONSIN )
 ) 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:

White Birch LLC, a Wisconsin limited liability company

By: ________________________________
Name: Adam R. Schmidt
Its: Managing Member

ACKNOWLEDGEMENT

STATE OF ____________________  )
)ss.
COUNTY OF __________________  )

Personally came before me on the ____ day of _____________, 2023, the above-named Adam R. Schmidt, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_______________________________________
___________________________, Notary Public
State of ____________________
My commission expires: ___________________
Exhibit A
Legal Description of Property
(Note: Legal Description to Match Deed for the Property)

[TBD]
RESOLUTION NO.

RESOLUTION APPROVING PURCHASE AGREEMENT BETWEEN CITY OF RIVER FALLS AND WHITE BIRCH LLC

WHEREAS, The City of River Falls is the owner of the three-acre lot in the River Falls Industrial Park; and

WHEREAS, White Birch LLC would like to purchase the three-acre lot; and

WHEREAS, the company is planning to build an approximately 20,000 sq/ft multi-tenant office and manufacturing/warehouse building on the lot; and

WHEREAS, a purchase agreement has been negotiated, subject to approval from the Common Council; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls approves the attached Purchase Agreement for $210,000 for the sale of three acres to White Birch LLC and authorizes the City Administrator or designee to finalize the sale of the property.

Dated this 13th day of June, 2023.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT TO PURCHASE REAL ESTATE (the “Agreement”) shall be effective as of the _______ day of June, 2023. The parties to this Agreement are the City of River Falls, a Wisconsin municipal corporation (“Seller”), and White Birch LLC, a Wisconsin limited liability company (“Buyer”). Seller and Buyer are each sometimes referred to herein as a “Party” and are collectively referred to as the “Parties” to this Agreement.

WHEREAS, this Agreement is executed pursuant to that certain Development Agreement between Seller and Buyer dated June ____, 2023 (the “Development Agreement”), and the Parties obligations hereunder are contingent upon execution of said Development Agreement; and

NOW THEREFORE, for valuable consideration conferred by the Parties, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 In consideration of the mutual promises of the Parties as set forth herein, Seller agrees to sell and Buyer agrees to buy all of Seller’s interest in the real property in St. Croix County, Wisconsin, legally described on Exhibit A (the “Property”).

ARTICLE II
PURCHASE PRICE

2.1 **Purchase Price.** The total purchase price (the “Purchase Price”) to be paid by Buyer to Seller for the Property shall be Two Hundred and Ten Thousand and NO/100 Dollars ($210,000.00). The Purchase Price, shall be paid as follows:

A. One Thousand and NO/100 Dollars ($1,000.00) as earnest money (the “Earnest Money”) which Earnest Money shall be deposited into escrow with Knight Barry Title Group, with an address of 116 E. Elm Street, River Falls, WI 54022 (“Escrow Agent”), within ten (10) business days of the Effective Date. The Earnest Money shall be applied as a credit against the Purchase Price at Closing.

B. Two Hundred and Nine Thousand and NO/100 Dollars ($209,000.00), plus or minus any prorations, in cash, check, or by wire transfer in immediately available funds on the Closing Date as herein defined.

ARTICLE III
TITLE

3.1 **Title.** Seller shall provide an owner’s policy of title insurance issued by Escrow Agent as issuing agent for a reputable title insurer (“Title Insurer”) in the amount of the Purchase Price showing good and merchantable title to the Property. Seller shall cause the Title Insurer to furnish Buyer a commitment (“Commitment”) for the most current form of ALTA Owner’s Policy of Title Insurance in the amount of the Purchase Price within fifteen (15) days after the
Effective Date. The Commitment shall be accompanied by customary bankruptcy, judgment, lien and special assessment searches (collectively, the “Searches”) as well as copies of the so-called exception documents for any exceptions listed in Part B Section II of the Commitment (the “Exception Documents”). The Commitment, Searches, and Exception Documents are collectively referred to as the “Title Evidence.” Buyer shall have ten (10) days after receipt of the last item of the Title Evidence to examine the Property’s title (the “Title Examination Period”). Buyer shall notify Seller of any objections (“Objections”) to matters disclosed in the Title Evidence on or before the end of the Title Examination Period. If Buyer fails to provide a list of Objections within this period, then Buyer shall be deemed to have approved the Title Evidence. Seller may, within five (5) days after receipt of the Objections, provide Buyer with written notice of whether Seller elects to eliminate or satisfy the Objections to the satisfaction of Buyer. If Seller fails to respond in writing or notifies Buyer in writing that it will not satisfy one or more of the Objections, then Buyer shall have the right, within five (5) days after receipt of Seller’s notice, to either waive the Objections and accept title subject to the Objections or terminate this Agreement and receive a return of the Earnest Money paid to date. Notwithstanding the foregoing, any Objections which can be cured by the payment of a fixed sum of money including, without limitation, payment of any mortgages, judgments, liens or other encumbrances (the “Payment Objections”), which remain as of the expiration of the due diligence period, if any, shall be paid at Closing from the Closing proceeds. Upon payment of the Purchase Price by Buyer, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens and encumbrances, except: municipal zoning ordinances and agreements entered under them, Objections that are waived, and general taxes levied in the year of closing, which shall constitute merchantable title.

ARTICLE IV
CLOSING

4.1 Closing. The payment of the Purchase Price and conveyance of the Property (the “Closing”) shall be held on September 1, 2023 or such earlier date as mutually agreed upon by the Parties. The closing shall take place at the office of the Escrow Agent, 116 E. Elm Street, River Falls, WI 54022; provided, however, at the election of either Seller or Buyer, the Closing shall not be a face-to-face closing, but rather each Party shall deposit with the Escrow Agent the closing documents required to be given by that Party at least three (3) business days prior to the Closing Date, and Buyer shall cause the balance of the Purchase Price to be delivered to the Escrow Agent promptly after the Escrow Agent provides Seller and Buyer with settlement statements and both Seller and Buyer have approved, signed, and returned electronic copies of the settlement statements to the Escrow Agent. Upon receipt of all of the closing documents in a form that is reasonably acceptable to the Escrow Agent, the Escrow Agent shall record the warranty deed conveying the Property and the Mortgage, and distribute the other closing documents when: (i) the Escrow Agent has received the portion of the Purchase Price due from Buyer at Closing, as provided for in the approved settlement statements; (ii) the Escrow Agent is prepared to deliver to Seller the net proceeds of Closing due to Seller pursuant to the approved settlement statements; and (iii) the Title Insurer is prepared to issue to Buyer an owner’s policy of title insurance in a form previously approved by the Title Insurer and Buyer. The date on which the Closing occurs is referred to as the “Closing Date.”
4.2 **Seller’s Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Escrow Agent the following (collectively, “**Seller’s Closing Documents**”):

A. **Deed.** Warranty Deed and transfer return, in form reasonably satisfactory to Buyer, conveying the Seller’s interest in the Property to Buyer.

B. **IRS Reporting Form.** The appropriate Federal Income Tax Reporting form, if any is required.

C. **Other Documents.** All other documents reasonably determined by Buyer or Escrow Agent to be necessary to transfer the Property to Buyer.

D. **Development Agreement.** A Seller executed Development Agreement.

E. **Memorandum of Development Agreement.** A Seller executed Memorandum of Development Agreement as set forth in the Development Agreement.

4.3 **Buyer’s Closing Documents.** On the Closing Date, Buyer shall execute and/or deliver to Escrow Agent the following (collectively, “**Buyer’s Closing Documents**”):

A. **Purchase Price.** The Purchase Price.

B. **Title Documents.** Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required by the title company to record the Seller’s Closing Documents and issue the title insurance policy.

C. **Development Agreement.** A Buyer executed copy of the Development Agreement.

D. **Development Agreement.** A Buyer executed Development Agreement.

E. **Memorandum of Development Agreement.** A Buyer executed Memorandum of Development Agreement as set forth in the Development Agreement.

4.4 **Closing Prorations.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

A. **Title Insurance.** Seller shall pay all costs of the owner’s title policy described in Section 3.1 together with the cost of the lender’s title insurance policy (if any) and any other title endorsements Buyer or its lender desires.

B. **Transfer Fee.** Seller shall pay the State of Wisconsin Real Estate Transfer Fee, if applicable.

C. **Real Estate Taxes.** The Parties shall prorate the taxes due and payable in 2024 (i.e., real estate taxes for 2023) with Seller paying for that part of the real estate taxes due
and payable in 2024 determined by dividing the number of days in 2023 that Seller owned the Property by three hundred sixty-five. All real estate taxes for taxes due and payable in 2023 (i.e., real estate taxes for 2022) are the responsibility of Seller and all real estate taxes due and payable in 2025 (i.e., real estate taxes for 2024) and future years are the responsibility of Buyer.

D. Special Assessments. Seller agrees to pay the unpaid balances of levied, pending, certified and deferred special assessments applicable to the Property as of the date of the Closing Date.

E. Recording Costs. Buyer shall pay the cost of recording all documents necessary to place record title in the condition warranted and requested by Buyer in this Agreement.

F. Closing and Escrow Fee. Buyer and Seller shall each pay one half of the customary closing fees or charges imposed by the Escrow Agent.

ARTICLE V
“AS IS” SALE

5.1 “As-Is” Sale. The Property is being sold “AS-IS, WHERE-IS”. Other than the title warranties described in Section 3.1 above, no representations or warranties are made by Seller concerning the condition of the Property. Seller shall not provide a real estate condition report concerning the Property, and Buyer waives receipt and rights thereto pursuant to Chapter 709 of Wisconsin Statutes.

ARTICLE VI
DEVELOPMENT AGREEMENT

6.1 Development Agreement Contingency. Seller’s obligation to close under this Agreement is expressly contingent upon the execution of the Development Agreement. If the Parties fail to execute the Development Agreement, then this Agreement shall be null and void and each Party shall have no further obligation with respect to the other.

ARTICLE VII
TERMINATION AND REMEDIES

7.1 Buyer’s Remedies. If Seller materially defaults in performing any of Seller’s obligations under the terms of this Agreement on the Closing Date for any reason, other than Buyer’s default, Buyer shall be entitled to terminate this Agreement and receive a return of the Earnest Money from the Escrow Agent, as its exclusive remedy.

7.2 Seller’s Remedies. Except as where a remedy is specifically provided herein, in the event that the Closing does not occur at the time and in the manner provided in this Agreement due to the material failure of Buyer to comply with any of its obligations under this Agreement ("Buyer Default"), Seller’s sole remedy shall be the right to cancel the Agreement and escrow by
written notice to Seller and Escrow Agent, and upon such cancellation: Escrow Agent shall deliver the Earnest Money to Seller, together with all interest earned thereon. In the event of such cancellation of the escrow following a Buyer Default, all rights and obligations of Buyer and Seller under this Agreement shall terminate.

ARTICLE VIII
MISCELLANEOUS

8.1 Survival of Representations. The representations, warranties, and covenants of Seller and Buyer herein shall survive the Closing and shall not be merged into the Closing.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.

8.3 Amendments. This Agreement may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Agreement.

8.4 No Assignment. Neither Party may assign its rights hereunder to any third party without the prior written consent of the other Party which consent may be in the non-assigning Party’s sole discretion.

8.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, legal representatives, successors and assigns.

8.6 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the Parties.

8.7 Notices. All notices and other communications between the Parties related to this Agreement shall be in writing and may be given in any of the following ways: (i) by personal delivery, in which case the notice shall be deemed to be given on the date of personal delivery; (ii) by Federal Express or equivalent nationally or regionally recognized courier that issues receipts evidencing delivery, in which case the notice shall be deemed given one day following receipt of such notice by the courier; (iii) by U.S. mail, in which case the notice shall be deemed given upon posting the notice in the mail; or (iv) by email, if the recipient receives the email. The Parties agree that each Party will promptly respond to any email received with a reply confirming receipt and failure to do so shall be considered a default under this Agreement. Notices shall be given to the respective addresses of the Parties set out below:

If to Buyer: City of River Falls
c/o City Administrator Scot Simpson
222 Lewis Street
River Falls, Wisconsin 54022
ssimpson@rfcity.org

with a copy to: Weld Riley, S.C.
8.8 **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

8.9 **Waiver.** The failure of either Party to complain of any default by the other Party or to enforce any of such Party’s rights, no matter how long such failure may continue, will not constitute a waiver of the Party’s rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

8.10 **Counterparts and Effective Date.** This Agreement may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument. This Agreement shall be binding when properly executed signature pages have been delivered by each Party to the other, whether by delivery of an original or a copy via facsimile or electronic mail.

8.11 **Attorney’s Fees.** Any Party defaulting under this Agreement or any closing document shall pay the attorney’s fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

8.12 **No Broker’s Commission.** Buyer and Seller each represent to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker’s commission or finder’s fee against one of the Parties to this Agreement, the Party against whom the claim is asserted will indemnify and hold the other Party harmless from said claim.

8.13 **Time.** Time is of the essence as to all dates and deadlines in this Agreement.

(Signature Pages to Follow)
IN WITNESS WHEREOF, this Agreement has been executed effective on the day and year set forth in the first paragraph.

SELLER:

CITY OF RIVER FALLS, a Wisconsin municipal corporation

By: ______________________________
    Dan Toland, Mayor

Attest: __________________________
       Amy White, City Clerk
IN WITNESS WHEREOF, this Agreement has been executed effective on the day and year set forth in the first paragraph.

BUYER:

WHITE BIRCH LLC, a Wisconsin limited liability company

By: __________________________________________
Name: Adam R. Schmidt
Title: Managing Member
EXHIBIT A

LEGAL DESCRIPTION
(Note: Legal Description on the Deed is to match the Legal Description in the Title Commitment)

[TBD – PENDING SURVEY]

For informational purposes only:
Tax Parcel Nos:
TO: Mayor Toland and City Council
FROM: Amy White, Community Services Director/City Clerk
Kristi McKahan, Deputy Clerk
DATE: June 13, 2023
TITLE: Request from Community Arts Base (CAB) for City Assistance and use of City Hall Plaza for Music in the Park concerts in July and August

RECOMMENDED ACTION
City Council can consider three resolutions in connection to a request from Community Arts Base (CAB) for city assistance and use of City Hall Plaza for Music in the Park concerts on July 27, 7-9 p.m., and August 24, 6:30-9 p.m. The resolutions are related to the following: 1) use of city resources and assistance at no cost to CAB; 2) an open-container ordinance exemption, and 3) an exemption to the noise ordinance.

BACKGROUND
For several years, CAB has held a summer concert series, “Music in the Park”, in Veterans Park. This year, CAB is planning to hold two of this year's concerts on the City Hall Plaza. Per their request letter, CAB believes the scheduled musical acts have a regional draw which will attract higher attendance than what the Veterans Park location can accommodate.

CAB has indicated there will be both food and alcohol available. They are planning for food trucks in the lower parking lot of City Hall and Garage Bikes and Brews to be selling beer onsite. The application notes there will be armbands and ID checks by Music in the Park Committee staff to ensure there will be no alcohol violations.

DISCUSSION
CAB submitted special event applications for their events. Included with this memo is their submission letter and special event applications for July 27 and August 24.

The information provided in the letter and application outlines each event with requests for City assistance and the specific exemptions to current Municipal Code. An overview of the requests is provided below:

Request for Use of City Hall Plaza and request for City Assistance/Resources
CAB is requesting the use of the following city services at no cost:
- Request for the use of City Hall Plaza
- Request for the use portion of the lower-level City Hall Parking lot for food vendors
Memorandum to Mayor and City Council  
June 13, 2023  
Page 2

- Request placement of rented tent on the plaza for musicians to perform under, with City staff assistance  
- Request use of city tent, picnic tables, and trash receptacles, with City staff assistance  
- Request use of electric service via extension cords from City Hall to stage area and to lower parking lot  
- Request for police assistance (one or two officers)  
- Request for City Hall to remain open until 9:30 p.m. for use of restrooms

**Staff Response**

- Staff doesn’t have any objections with the use of City Hall Plaza, the request for use of city tent, picnic tables, and trash receptacles, with City staff assistance, or extending City Hall hours until 9:30 p.m. to allow use of restrooms.  
- Public Works Manager Ellefson said CAB would need to put up their rented tent (used to shelter the musical performer).  
- Police Chief Young is not in favor of free police assistance and has requested that CAB provide reimbursement.  
- On both concert nights, Municipal Court is scheduled from 4:30-7 p.m. in Council Chambers. Staff has expressed concern that it would seem disrespectful to the court as well as to the defendants if there was music playing or sound checks happening near a formal court proceeding, even if the sound is going out away from the building.

Open Container and Alcohol in the Park Exemption Request for Special Events  
CAB is asking for an exemption to Section 9.24.040 (C) of the Municipal Code: Possession and consumption of liquor and beer restricted (open container) and Section 12.20.020 (J)(1) of the Municipal Code: General Rules (the parks and recreation areas ordinance – alcohol beverages in the park).

Per CAB’s request letter, Garage Bikes and Brews will be selling beer onsite and would like an exemption for attendees to consume intoxicating beverages on the City Hall Plaza. CAB will not be providing a fenced area for consumption but notes in the application there will be armbands and ID checks by Music in the Park Committee staff to ensure there will be no alcohol violations.

**Staff Response**  
Police Chief is not in favor of this request and does not recommend approval of the exemptions.

**Loud and Unnecessary Noise Prohibited Exemption Request**  
Request to grant an exemption to Section 8.28.020 of the Municipal Code: Loud and Unnecessary Noise Prohibited. CAB wants to allow use of loudspeaker and/or amplifier in the City Hall Plaza for the concerts. The concerts will be held on July 27, 7-9 p.m., and August 24, 6:30-9 p.m.

**Staff Response**  
Staff has concerns in relation to noise if Municipal Court is not in session.

**FINANCIAL CONSIDERATIONS**  
The costs for the services requested is:

- Police Reserves total cost for July 27 = $210 (3.5 hours per reserve)  
- Police Reserves total cost for August 24 = $240 (4 hours per reserve)  
- Public Works staff labor is = $760 for both events  
- Public Works staff labor for clean up if CAB doesn’t clean up after the events = $95
The anticipated value of city assistance for public works and police labor, city picnic table and trash can set up, etc. is estimated to be in the realm of $1305.

If the request for Open Container and Alcohol in the Park Exemption Request is denied, the Police Reserves would not be needed.

CONCLUSION
Members of CAB will be available at the Council meeting to answer any questions that may arise. Included with this memorandum is the event application and a letter from CAB that pertains to their specific events and three resolutions for consideration.
Honorable Mayor and Council  
222 Lewis Street  
River Falls, WI 54022

Dear Mayor and Council:

River Falls Community Arts Base (CAB) is planning to hold Music in the Park concerts at City Hall Plaza on July 27 (7-9pm with Joyann Parker) and August 24 (6:30-9pm with Charlie Parr). These artists have a regional draw, and we expect them to attract attendees from beyond River Falls, making the crowds larger than our normal space, Veterans Park, can accommodate.

We would like to make the requests detailed on the attached sheet.

Sincerely,
River Falls CAB

Kay Fritz – Chair and President  
Cheryl Maplethorpe – Vice President  
Stu Janis – Treasurer

RiverFallsCAB
riverfallscab.org
Art's House Gallery and Gift Boutique  
127 N Main Street, River Falls, WI
Requests for the City

City Hall Plaza Park and Area

- Request the use of a portion of the lower-level parking lot at City Hall for the placement of food vendors.
- Request ability to place a rented tent on the plaza area for musicians to perform under.
- Request placement of city tent & picnic tables, and trash receptacles in plaza park area.
- Request electric service via extension cords from City Hall to stage area and to lower-level parking lot.

Open Container Exemption

- The Garage Bikes and Brews will be selling beer in conjunction with these events and is submitting a separate request for their sales. We would like to request an exemption to Municipal Codes 9.24.040 (C) and Section 12.20.020 (J)(1) in order for attendees to consume intoxicating beverages in the City Hall Plaza Park area.

Noise Control Exemption Request

- Request an exemption to Section 8.28.020 to allow the use of loudspeaker and/or amplifier in the City Hall Plaza Park for the events.

Use of City Resources and Assistance

- Request city staff assistance for setup and takedown, as well as use of picnic tables, trash receptacles, electricity, tent, lower-level parking lot and City Hall Plaza Park for no charge(s).
- Request police assistance at no charge if an onsite presence is required due to alcohol consumption.
- Request City Hall doors be unlocked until 9:30 for restroom accessibility.
City of River Falls
SPECIAL EVENT APPLICATION

Applicant Information

Name: Stu Janis  
Organization: River Falls CAB  
Address: PO Box 162, River Falls, WI 54022

E-mail: treasurer@riverfallsCAB.org  
Phone: 651-402-3252

Event Information

Event Title: Music in the Park  
Date of Event: July 27, 2023  
Estimated Number of Attendees: 250  
Date of Event Setup: July 27, 2023

Event Location: City Hall Plaza  
Proposed Start Time: 7pm  
Proposed End Time: 9pm  
Date of Event Take Down: July 28, 2023 (for canopy)

Is the event: Public? Yes  
Will admission fees be required? No

Number of Staff Working: 4

Brief Description of Event: Music in the Park concert featuring Joyann Parker

Event Marketing (Please describe how the event will be marketed):
CAB website, Facebook, Chamber of Commerce marketing efforts

Will alcohol be served/sold? Yes  
If yes, see Appendix A

Will food be served/sold? Yes  
If yes, see Appendix B

Will items or services be sold? Yes  
If yes, see Appendix B

Will there be fireworks? Yes  
If yes, see Appendix C

Is this a run/walk/bike event? Yes  
If yes, fill out first page and Appendix D

Is this a block party? Yes  
If yes, fill out first page and Appendix E

Is this a parade? Yes  
If yes, fill out first page and Appendix F

Proof of insurance and affidavit of applicant attached? Yes  
Needed if filling out A, B, or C. See Appendix G.
Site Plan

Please attach a supplemental document or draw the following information below:

☐ An outline of the entire event area
☐ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access
☐ The provision of minimum twenty-foot (20') emergency access lanes to and/or through the event venue
☐ The location of first aid facilities
☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures
☐ A detail or close-up of the food booth/truck configurations and identification of all vendors cooking with flammable gases or barbecue grills
☐ Generator locations and/or sources of electricity
☐ Placement of vehicles and/or trailers
☐ Exit locations of outdoor events that are fences and/or locations within tents and tent structures
☐ Identification of all event components that meet accessibility standards
☐ Other related event components not listed above (e.g. parking).

Drawing (or attach supplement):
Security Plan

Have you hired a licensed professional security company for the event?  Yes □  No ☑

Name: ___________________________  E-mail: ___________________________

Organization: ____________________  Phone: ___________________________

Address: _________________________  (Street / PO Box, City, State, Zip Code)

Are you requesting extra security from the police department?  Yes ☑  No ☒

If you are providing your own security, describe your security plan including crowd control, internal security or venue safety.

We’re requesting one or two off-duty police officers. Will also have armbands and ID checks by Music in the Park Committee staff to ensure no alcohol violations.

Will street closing be required?  Yes □  No ☑  If yes, please describe below.

Sanitation/Recycling

Are there onsite restrooms?  Yes ☑  No □

Details on number of stools/urinals for both men and women, as well as number of sinks.

Per Erica Ellefson, city will provide about 12 trash cans and City Hall will be open for restroom use.

Will portable toilets be required?  Yes □  No ☑

Name of provider: ___________________________  Phone: ___________________________

Number of regular and ADA accessible: ___________________________

Number of trash cans: 12 (provided by City)  Dumpsters: _______  Recycling Containers: _______
Entertainment and Related Activities

Yes ☑  No ☐
Are there any musical entertainment features related to your event? If yes, describe below. Include number of stages, number of bands/performers (including band name and music type), scheduled playing times, etc.

Details: One stage and one band - Joyann Parker - roots music that combines soul, R&B, gospel, jazz and traditional blues styles

Yes ☑  No ☐
Will sound amplification be used?

Yes ☑  No ☐
Will your event include the use of any signs, banners, decoration, or special lighting? If yes, please describe.

Details: There may be some signs with the Music in the Park schedule; directing people to the food trucks in the lower parking lot, etc.

Other City Services Requested

All requests for City assistance in the form of equipment, facilities, personnel, and other assistance shall be on a case-by-case basis.

Do you need additional electricity? Yes ☑  No ☐

Do you need barricades, traffic cones, of fencing? Yes ☐  No ☑

Do you need picnic tables? Yes ☑  No ☐

Will you be using a City owned shelter or building? Yes ☑  No ☐

Would you like to request anything else from the City? Yes ☑  No ☐

If yes to any of the above questions, please describe what you are requesting from the City.

The concert will be outside City Hall Plaza, so we won’t be using the building except for restrooms

The beer vendor will need electricity to the lower-level parking lot; the food vendors will not. We will also need electricity for the musicians.

For last year’s concert, the City provided a tent and some picnic tables that could be used by some audience members, and Erica tells us the City can provide them again. (We will be renting a canopy to cover the band.)
# Applicant Information

Name: **Stu Janis**  
Organization: **River Falls CAB**  
Address: **PO Box 162, River Falls, WI 54022**  
E-mail: **treasurer@riverfallscab.org**  
Phone: **651-402-3252**

# Event Information

**Event Title:** Music in the Park  
**Date of Event:** August 24, 2023  
**Estimated Number of Attendees:** 350  
**Date of Event Setup:** August 24, 2023  
**Event Location:** City Hall Plaza  
**Proposed Start Time:** 6:30pm  
**Proposed End Time:** 9pm  
**Date of Event Take Down:** August 25, 2023 (for canopy)  
**Number of Staff Working:** 4

Will admission fees be required? **No**  
If yes, provide amounts:  
**Brief Description of Event:**  
Music in the Park concert featuring Charlie Parr  
**Event Marketing (Please describe how the event will be marketed):**  
CAB website, Facebook, Chamber of Commerce marketing efforts

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<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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<td>✓</td>
<td>✓</td>
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</table>

If yes, see Appendix A  
If yes, see Appendix B  
If yes, see Appendix B  
If yes, see Appendix C  
If yes, fill out first page and Appendix D  
If yes, fill out first page and Appendix E  
If yes, fill out first page and Appendix F  
Needed if filling out A, B, or C. See Appendix G.
Site Plan

Please attach a supplemental document or draw the following information below:

☐ An outline of the entire event area
☐ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access
☐ The provision of minimum twenty-foot (20') emergency access lanes to and/or through the event venue
☐ The location of first aid facilities
☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures
☐ A detail or close-up of the food booth/truck configurations and identification of all vendors cooking with flammable gases or barbecue grills
☐ Generator locations and/or sources of electricity
☐ Placement of vehicles and/or trailers
☐ Exit locations of outdoor events that are fences and/or locations within tents and tent structures
☐ Identification of all event components that meet accessibility standards
☐ Other related event components not listed above (e.g. parking).

Drawing (or attach supplement):
Security Plan

Have you hired a licensed professional security company for the event? Yes ☐ No ☑

Name: ___________________________ E-mail: ___________________________

Organization: ___________________ Phone: ___________________________

Address: _________________________ (Street / PO Box, City, State, Zip Code)

Are you requesting extra security from the police department? Yes ☑ No ☐

If you are providing your own security, describe your security plan including crowd control, internal security or venue safety.

We're requesting one or two off-duty police officers. Will also have armbands and ID checks by Music in the Park Committee staff to ensure no alcohol violations.

Will street closing be required? Yes ☐ No ☑ If yes, please describe below.

Sanitation/Recycling

Are there onsite restrooms? Yes ☑ No ☐

Details on number of stools/urinals for both men and women, as well as number of sinks.

Per Erica Ellefson, city will provide about 12 trash cans and City Hall will be open for restroom use.

Will portable toilets be required? Yes ☐ No ☑

Name of provider: ___________________________ Phone: ___________________________

Number of regular and ADA accessible: ___________________________

Number of trash cans: 12 (provided by City) Dumpsters: _______ Recycling Containers: _______
Entertainment and Related Activities

Yes ☑ No ☐ Are there any musical entertainment features related to your event? If yes, describe below. Include number of stages, number of bands/performers (including band name and music type), scheduled playing times, etc.

Details: One stage and two bands - Charlie Parr (internationally acclaimed blues/folk singer/songwriter) with Tommy Bentz opening

Yes ☑ No ☐ Will sound amplification be used?

Yes ☑ No ☐ Will your event include the use of any signs, banners, decoration, or special lighting? If yes, please describe.

Details: There may be some signs with the Music in the Park schedule; directing people to the food trucks in the lower parking lot, etc.

Other City Services Requested

All requests for City assistance in the form of equipment, facilities, personnel, and other assistance shall be on a case-by-case basis.

Do you need additional electricity? Yes ☑ No ☐

Do you need barricades, traffic cones, of fencing? Yes ☑ No ☐

Do you need picnic tables? Yes ☑ No ☐

Will you be using a City owned shelter or building? Yes ☑ No ☐

Would you like to request anything else from the City? Yes ☑ No ☐

If yes to any of the above questions, please describe what you are requesting from the City.

The concert will be outside City Hall Plaza, so we won't be using the building except for restrooms.

The beer vendor will need electricity to the lower-level parking lot; the food vendors will not. We will also need electricity for the musicians.

For last year's concert, the City provided a tent and some picnic tables that could be used by some audience members, and Erica tells us the City can provide them again. (We will be renting a canopy to cover the band.)
Quote Proposal

Customer Number: 0110099504
Policy Number: B337314 00

Quoted Policy Term: 07/27/2023 to 08/25/2023
Date Quoted: 05/09/2023

Customer Name and Address:
Community Arts Base
PO Box 162
River Falls, WI 54022

Agency Name and Address:
LEITCH INSURANCE AGENCY INC
PO BOX 85
RIVER FALLS, WI 54022
715-425-0159

Thank you for the opportunity to provide a quote.

See below for a summary of premium quoted. Refer to additional pages for more details.

This quote proposal is based on the underwriting and rating information provided to date, and may contain coverage terms that are different than originally requested. Please review the terms of this quote proposal carefully, including deductibles and retention. Please keep in mind this quote proposal may be subject to additional rating, pricing or underwriting considerations, as well as to a loss control survey and compliance with its recommendations.

These rate levels and this quote are valid for 60 days or until the proposed effective date, whichever comes first. 07/27/2023

Coverage Part

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Total Premium: $338.00

Total Including Taxes, Fees and Surcharges: $338.00

Catherine Seymour
Phone: 1-800-236-5010 Extension: 3558 | Fax: 1-800-320-1622
Email: CSeymour@wbmi.com

This quote proposal is not the insurance contract.
Only the actual provisions of the issued policy will apply.

QPC 01 02 22
5/09/2023 02:33:15
### Commercial Lines Policy Declarations

**Customer Number:** 0110099504  
**Policy Number:** B337314 00

**Policy Period:** 07/27/2023 to 08/25/2023  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Community Arts Base  
PO Box 162  
River Falls, WI 54022

**Agency Name and Address:**  
LEITCH INSURANCE AGENCY INC  
PO BOX 85  
RIVER FALLS, WI 54022  
715-425-0159

### Location Schedule

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<td>Pierce</td>
<td>WI</td>
<td>54022</td>
</tr>
</tbody>
</table>
Binding Instructions

General Information

Customer Name: Community Arts Base
Quote/Policy Number: B337314
Quoted Policy Term: 07/27/2023 to 08/25/2023

Thank you for choosing West Bend Mutual Insurance Company, we appreciate your business! To ensure that we process your new business correctly, please help us verify the following information:

Effective Date: ________________  Expiration Date: ________________

Customer Care Agencies: Please issue this policy through Customer Care (circle one): Yes  No

Direct Mail: Please mail this policy directly to the insured (circle one): Yes  No

Payment Plan Options

Please issue with the following Payment Plan Option (circle one):
Note – Special Events must be paid in full at the time of binding.
Annual  Quarterly  10 Equal Payments
Semi-Annual  Down Payment Plus Nine  12 Equal Payments

Checks for down payment should be made payable to West Bend Mutual Insurance Company and sent with your binding instructions to 1900 S 18th Avenue, West Bend, WI 53095.

Premiums

Premiums should be issued per line as follows:

General Liability: $__________  Crime & Fidelity: $__________
Property: $__________  Commercial Auto: $__________
Work Comp: $__________  Inland Marine: $__________
Umbrella: $__________  Liquor Liability: $__________
EPLI: $__________  Directors and Officers: $__________

Comments:


Loss History:

☐ Already submitted with the original application materials.
☐ Have been ordered from the previous carrier and will be forwarded upon receipt.
☐ Not applicable – no prior loss history available or this is a new business venture.

WB 2532 11 21
THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

<table>
<thead>
<tr>
<th>SCHEDULE - PART I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terrorism Premium (Certified Acts)</td>
</tr>
<tr>
<td>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</td>
</tr>
<tr>
<td>If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date.</td>
</tr>
</tbody>
</table>

Additional information, if any, concerning the terrorism premium:

<table>
<thead>
<tr>
<th>SCHEDULE - PART II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal share of terrorism losses</td>
</tr>
<tr>
<td>(Refer to Paragraph B. in this endorsement.)</td>
</tr>
<tr>
<td>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</td>
</tr>
</tbody>
</table>
Commercial Lines Policy Declarations

Customer Number: 0110099504
Policy Number: B337314 00

Policy Period: 07/27/2023 to 08/25/2023
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Community Arts Base
PO Box 162
River Falls, WI 54022

Agency Name and Address:
LEITCH INSURANCE AGENCY INC
PO BOX 85
RIVER FALLS, WI 54022
715-425-0159

Forms Schedule

<table>
<thead>
<tr>
<th>Number</th>
<th>Edition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL0017Z</td>
<td>1198</td>
<td>COMMON POLICY CONDITIONS</td>
</tr>
<tr>
<td>IL0021</td>
<td>0908</td>
<td>NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)</td>
</tr>
<tr>
<td>IL0985</td>
<td>1220</td>
<td>DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT</td>
</tr>
<tr>
<td>NS0037</td>
<td>0118</td>
<td>FULLY EARNED PREMIUM</td>
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<tr>
<td>NS0040A</td>
<td>0604</td>
<td>NON-RENEWABLE POLICY</td>
</tr>
<tr>
<td>WB214</td>
<td>0523</td>
<td>MEMBERSHIP AND VOTING NOTICE</td>
</tr>
<tr>
<td>IL0283Z</td>
<td>1118</td>
<td>WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL</td>
</tr>
</tbody>
</table>

This is not a complete representation of all forms that may be attached to your policy
TERRORISM RISK INSURANCE ACT
REJECTION FORM

Customer Number: 0110099504
Policy Number: B337314
Policy Effective Date: 2023-07-27
Insured Name: Community Arts Base
Agent Name: LEITCH INSURANCE AGENCY INC
Agent Code: 48563

The disclosure notice required by the Terrorism Risk Insurance Act (the "Act") is attached to your policy as an endorsement. The premium for coverage against certified acts of terrorism as provided for by the Act is shown on the policy declaration pages.

You have the option to reject coverage under the Act. If you choose to reject coverage for certified acts of terrorism, this rejection form must be signed and returned to our office.

This form must be received by us within 30 days after the policy effective date if you desire to reject the coverage. If this form is not received within this time period, coverage against certified acts of terrorism will remain on this policy for the remainder of the policy term and you will be required to pay the applicable premium.

If a location(s) covered by this policy is located in a Standard Fire Protection state*, then the requirements for fire coverage, as to that location, are established by law and you cannot reject coverage for that location for fire losses resulting from an act of terrorism. The premium for fire coverage is shown separately on the policy declarations page. The premium for fire coverage applicable to a location in a Standard Fire Protection state will not be returned to you even if you indicate to us that you wish to reject coverage for certified acts of terrorism.

I understand and agree by signing below, that except for fire coverage on locations in Standard Fire Protection states, I have elected to reject coverage for certified acts of terrorism under the Terrorism Risk Insurance Act.

Policyholder's Signature

Date

if coverage against certified acts of terrorism is rejected, the endorsement removing this coverage will be processed using the policy effective date.

*Standard Fire Protection States:
   Arizona (Commercial Residential Property Coverage)
   Illinois (Property Coverages)
   Iowa (Property Coverages)
   Missouri (Property & Inland Marine Coverages)
   North Carolina (Property Coverages)
   Virginia (Property Coverages)
   Wisconsin (Property & Inland Marine Coverages)
A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
Liquor Liability Classification Schedule

Customer Number: 0110099504  
Policy Number: B337314 00

Policy Period: 07/27/2023 to 08/25/2023  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Community Arts Base  
PO Box 162  
River Falls, WI 54022-2161

Agency Name and Address:
LEITCH INSURANCE AGENCY INC  
PO BOX 85  
RIVER FALLS, WI 54022  
715-425-0159

<table>
<thead>
<tr>
<th>Loc</th>
<th>Class Code</th>
<th>Description</th>
<th>Exposure</th>
<th>Premium Basis</th>
<th>Rate</th>
<th>Premium</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>70080</td>
<td>Liquor Liability Group I</td>
<td>3,600</td>
<td>Gross Sales</td>
<td>28.875</td>
<td>$104</td>
</tr>
</tbody>
</table>
Liquor Liability Policy Declarations

Customer Number: 0110099504  
Policy Number: B337314 00

Policy Period: 07/27/2023 to 08/25/2023  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:  
Community Arts Base  
PO Box 162  
River Falls, WI 54022-2161

Agency Name and Address:  
LEITCH INSURANCE AGENCY INC  
PO BOX 85  
RIVER FALLS, WI 54022  
715-425-0159

Insured is a(n) Non-Profit Organization

Limits of Insurance

Aggregate Limit  $1,000,000

Each Common Cause Limit  $1,000,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.
Liquor Liability Forms Schedule

**Customer Number:** 0110099504
**Policy Number:** B337314 00

**Policy Period:** 07/27/2023 to 08/25/2023
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**
Community Arts Base
PO Box 162
River Falls, WI 54022-2161

**Agency Name and Address:**
LEITCH INSURANCE AGENCY INC
PO BOX 85
RIVER FALLS, WI 54022
715-425-0159

**Forms Schedule**

<table>
<thead>
<tr>
<th>Number</th>
<th>Edition</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>CG0033</td>
<td>0413</td>
<td>LIQUOR LIABILITY COVERAGE FORM</td>
</tr>
<tr>
<td>CG2170</td>
<td>0115</td>
<td>CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM</td>
</tr>
<tr>
<td>NS0013</td>
<td>0499</td>
<td>EXCESS PROVISION</td>
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<tr>
<td>NS0034GL</td>
<td>0414</td>
<td>LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS</td>
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<tr>
<td>NS0035GL</td>
<td>0414</td>
<td>EXCLUSION - ASSAULT AND BATTERY</td>
</tr>
<tr>
<td>NS0044GL</td>
<td>0414</td>
<td>EXCLUSION - DESIGNATED OPERATIONS</td>
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<td>CG0124</td>
<td>0193</td>
<td>WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS</td>
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</table>

This is not a complete representation of all forms that may be attached to your policy.

DLIQ 04 04 14

5/09/2023 02:33:16
Liquor Liability Endorsements and Miscellaneous Premiums

Customer Number: 0110099504
Policy Number: B337314 00
Policy Period: 07/27/2023 to 08/25/2023
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Community Arts Base
PO Box 162
River Falls, WI 54022-2161

Agency Name and Address:
LEITCH INSURANCE AGENCY INC
PO BOX 85
RIVER FALLS, WI 54022
715-425-0159

Endorsements

<table>
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<th>Description</th>
<th>Form Number</th>
<th>Premium</th>
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Miscellaneous Premiums

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<tr>
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<tr>
<td>Terrorism Risk Insurance Act</td>
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<td>$0</td>
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<tr>
<td>Additional Premium to Meet Coverage Minimum:</td>
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<td>$234</td>
</tr>
<tr>
<td>Total Liquor Liability Premium:</td>
<td></td>
<td>$338</td>
</tr>
</tbody>
</table>
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Operation(s):
Fireworks

Specified Location (If Applicable):

This insurance does not apply to "bodily injury", "property damage" or medical expenses arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific “location” is designated in the Schedule of this endorsement, this exclusion applies only to the described operations conducted at that "location". For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Date/Description of Events, Activities or Operations/Location:
7/27/23 & 8/24/23 / Music in the Park / River Falls City Hall, 222 Lewis St, River Falls, WI 54022

1. This insurance only applies to "bodily injury" or "property damage" arising out of the events, activities or operations shown in the Schedule.

2. The Other Insurance Condition is replaced by the following:
   This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
RESOLUTION NO.

RESOLUTION APPROVING EVENT REQUEST FOR CITY ASSISTANCE FOR RIVER FALLS COMMUNITY ARTS BASE MUSIC IN THE PARK AT CITY HALL PLAZA

WHEREAS, Community Arts Base (CAB) holds an annual summer concert series, Music in the Park, in Veterans Park; and

WHEREAS, CAB has submitted special events applications requesting city assistance and use of city resources for July 27 and August 24, 2023; and

WHEREAS, these requests intend to use City Hall Plaza as the concert venue and use the lower level parking lot for food trucks; use the city’s tent, picnic tables, garbage cans, and electricity; and

WHEREAS, CAB is requesting the free use of city owned picnic tables, trash receptacles, city electricity, and free city labor; and

WHEREAS, police personnel may be needed for alcohol enforcement and public works personnel will be needed to set up and take down picnic tables and trash receptacles before and after the event; and

WHEREAS, if the requests are approved, CAB representatives shall coordinate with City staff in facilitating these requests; and

WHEREAS, if the requests are approved, the City will require a copy of an insurance policy covering these events and listing the City of River Falls as an additional insured; and

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of River Falls hereby approves the use of these public resources at no cost for the events on July 27 and August 24, 2023.

BE IT FURTHER RESOLVED, the Common Council hereby grants city staff the ability to modify the requests as needed to facilitate safe and successful events. Such modifications shall be reported to the City Council but shall not require further authorization.

Dated this 13th day of June, 2023.

__________________________________________
Dan Toland, Mayor

ATTEST:

__________________________________________
Amy White, City Clerk
RESOLUTION NO.

RESOLUTION APPROVING EXEMPTION TO SECTIONS 9.24.040 (C) AND 12.20.020 (J)(1) OF THE MUNICIPAL CODE FOR RIVER FALLS COMMUNITY ARTS BASE MUSIC IN THE PARK EVENTS AT THE CITY HALL PLAZA

WHEREAS, Community Arts Base (CAB) holds an annual summer concert series, Music in the Park, in Veterans Park; and

WHEREAS, CAB has submitted special events applications requesting exemptions to the Municipal Code for July 27, 2023, 7-9 p.m., and August 24, 2023, 6:30-9 p.m.; and

WHEREAS, CAB is requesting that Garage Bikes and Brews be allowed to sell beer on city property in connection with their request; and

WHEREAS, CAB requests that the City Council grant an exception to the open container ordinance, Section 9.24.040 (C), per their application; and

WHEREAS, CAB requests that the City Council grant an exception to the parks and recreation areas ordinance, Section 12.20.020(J)(1) of the Municipal Code, per their application; and

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of River Falls hereby approves the request for the open container exemption and the parks and recreation areas exemption for July 27 and August 24, 2023, and

BE IT FURTHER RESOLVED, the Common Council hereby approves the request for Police Reserves at no cost for these events.

Dated this 13th day of June, 2023.

________________________________________
Dan Toland, Mayor

ATTEST:

______________________________
Amy White, City Clerk
RESOLUTION APPROVING REQUEST FOR NOISE CONTROL EXEMPTION FOR RIVER FALLS COMMUNITY ARTS BASE MUSIC IN THE PARK AT THE CITY HALL PLAZA

WHEREAS, Community Arts Base (CAB) holds an annual summer concert series, Music in the Park, in Veterans Park; and

WHEREAS, CAB has submitted special events applications requesting city assistance and use of city resources including use of the City Hall Plaza for July 27, 2023, 7-9 p.m., and August 24, 2023, 6:30-9 p.m.; and

WHEREAS, CAB is requesting an exemption to Section 8.28.020 of the Municipal Code to allow the use of loudspeaker and amplified sound at the City Hall Plaza during the events; and

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of River Falls hereby approves the request for the exemption to the noise control ordinance for the two events on July 27 and August 24, 2023, respectively.

Dated this 13th day of June, 2023.

________________________________________
Dan Toland, Mayor

ATTEST:

________________________________________
Amy White, City Clerk
Administrator’s Report

June 12 – 100th Anniversary of the River Falls Public Library (see below)
June 13, 6:30 p.m. – City Council Meeting
June 27, 5 p.m. – City Council Workshop (Capital Improvement Plan)
June 27, 6:30 p.m. – City Council Meeting
June 29, 6-7:30 p.m. – Cookout Conversations – Glen Park
July 4 – Independence Day – city offices closed

EVENTS

Monday, June 12 – 100 Year Anniversary of the RFPL
Alice Olson and Library Director Tanya Misselt are working with the River Falls Historical Preservation Commission (RFHPC) and Tuesday Club to bring the library’s history to life in photos, newspaper articles, and more. RFHPC is also working on a hallway display of general city history. Katie Chaffee’s work from years ago and her historical documents will be used too.

Though the official anniversary of the opening of the first RFPL is June 28, there will be an anniversary celebration at the library on Monday, June 12, in conjunction with our Summer Library Program Kick-Off Party.

We will have games and other activities for children from 4 – 6 p.m. There will be music, ice cream and pie from 6 – 7:30 p.m. Special anniversary t-shirts will be available for purchase by the Library Board and Foundation Board.

Thursday, June 29, 6-7:30 p.m. – Cookout Conversations at Glen Park
Mark your calendar! Mayor Dan Toland and River Falls City Councilmembers will host this year’s first Cookout Conversations of this summer on June 29! Enjoy a free meal, celebrate our neighborhood parks, meet new people, and get to know your City Council.

New in 2023: outdoor activities and crafts for all ages! From giant tic tac toe and cornhole to lawn bowling and coloring, this year’s Cookout Conversations will bring an even bigger dose of fun. Bring the whole family or a group of friends. All are welcome!

LIBRARY

June 20, 6-7:30 p.m. – Jason Miklian, Author of “The Vortex”
Miklian is a local RF graduate and is a conflict/crisis/human rights researcher. He will present his book, The Vortex, a true story of history’s deadliest storm, an unspeakable war, and liberation.

June 26, 6-7 p.m. – Nicolas Carter
Internationally acclaimed harpist, Nicolas Carter, charms audiences with the magical sounds of the Paraguayan harp.

COMMUNITY DEVELOPMENT

Development Review/Current Planning
- Currently working with developers that plan to submit over the next few months
- Fielded questions and review of ETJ potential projects
Council also approved the annexation of approximately 19 acres of City-owned property adjacent to the Mann Valley Corporate Park on April 11, 2023.

Council approved an annexation petition on May 9, 2023, to annex approximately five acres of land at 99 and 101 Hwy 35 which was recently purchased by New Life Worship Center of River Falls.

Council approved a new Tax Increment District for the Mann Valley Corporate Park at their meeting on May 23, 2023.

A site plan review application has been received for a proposed Scooter’s Coffee located at 130/132 E. Pomeroy Ave (southeast corner of E. Pomeroy and N. Main)

An application has been received for Final Plat approval for the first phase of the Oak Hill development. Plan Commission will review the Plat on June 6th.

An application has been received for Specific Implementation Plan and Final Plat approval for the South Point 1st Addition near Comforts of Home. Plan Commission will review the SIP and Final Plat on June 6th.

On June 6, 2023, Plan Commission will review a draft ordinance amendment to the sign code related to digital/electronic signage which is intended to modernize the code and reflect current technology and use of electronic signs. The draft ordinance will include performance standards appropriate to the location and use of these signs.

Historic Preservation Commission

HPC and Park Board met in May to begin the planning for the Celebration of Glen Parks 125th Anniversary.

HPC is working on a library display for the lower level and display cabinets upstairs slated for May for Historic Preservation Month and the 100th Anniversary of the River Falls Public Library system.

The Glen Park Sign was installed in May. This sign celebrates the history of the park and replaced the former Cascade Mill Sign.

HPC and Park Board are working to incorporate historic images inside and outside Glover School House.

HPC was awarded a $12,000 reimbursable Certified Local Government grant from the WI Historical Society in February hire a consultant to nominate two individually eligible properties to the National Register of Historic Places. Work is underway on that process.

BID Board

Facilitated the yearly hanging basket work on Main St.

Provided support/funding for 2nd St. garden work

Mapping

Map of available sites for development; Click here for map

Map of active development projects map; Click here for map

Projects

Focus River Falls – staff is shifting focus to implementation of the three Focus River Falls Plans by identifying policy priorities and beginning work on grant applications to help fund key initiatives.

The City Won an AARP grant to begin implementing Bike and Ped recommended demonstration improvements at the intersection of Division and Main St.

Staff has applied for State and Federal Grants that would provide a 50% to 80% match for the future Mann Valley Recreation Trail.

Assist customers with zoning and subdivision questions daily

Economic Development

Attended online Innovation Center Management Committee Meetings (Schreiner)

Treasurer duties for the RFEDC and Innovation Center Management Committee (Schreiner)

Secretary duties for the RFEDC (Burns)

Sent three RFIs

Continue Mann Valley project management
o Led the Mann Valley Council Workshop (Schreiner)
o Presented at the Plan Commission meeting regarding the creation of TID 19 (Schreiner)
o Attended the St. Croix Valley Quarterly Partner Meeting (Schreiner)
o Attended the St. Croix Valley Business Innovation Center Five Year Celebration (Schreiner)
o Attended one Business Retention and Expansion meeting (Schreiner)
o Attended the Community Venture Network quarterly event (Schreiner)

Building and Inspections/Code Enforcement

<table>
<thead>
<tr>
<th>Permits (May 1-31)</th>
</tr>
</thead>
<tbody>
<tr>
<td>36  Building Permits</td>
</tr>
<tr>
<td>3    New Home Permits</td>
</tr>
<tr>
<td>6    Fence Permits</td>
</tr>
<tr>
<td>4    Sign Permits</td>
</tr>
</tbody>
</table>

o 745 Sycamore St, Frisbie/River Falls Senior Living – first week of May, temporary occupancy was granted for employee training, May 25, a final inspection/occupancy was completed.
o 677 Whitetail, BOH – HVAC rough inspection was completed by State Inspector, Joe Merchak
o 1355 Sunshine Ave, Renaissance – Above grade plumbing inspections
o 137 W. Cascade Ave, Gerrard – fourth floor rough inspection was completed
o 590 S. Wasson Ln, CVTC – Plumbing underground and venting were inspected
o 650 S. Main, Associated Dentist – A final/occupancy inspection was completed for ½ the project
o 140 Quarry Rd, Dunkin – Rough inspection were completed by State Inspector, Joe Merchak and prelim final inspection was completed
o 122 S. Main St, Swinging Bridge Brewery – Plumbing inspection
o Reviewed plans for a Scooter’s Coffee

Engineering

- Internal Consulting Projects
  o Powell Avenue Bridge Rehabilitation – Bids were opened on May 9, and construction is expected to begin in late summer.
  o S. Wasson Lane Reconstruction (Strand) design is ongoing.
  o Wells Park Sidewalk (Stevens). Project is currently advertised for bids, and to be up for Council consideration in June.
  o The Wastewater Utilities Biosolids Design Contract (Strand) is ongoing. Sixty percent design plans are expected in June.
  o Water & Sewer Service Area Plan Updates (Strand) – Models are being updated to guide future utility maintenance and improvements.
  o Developing 2023 Public Works project plans and specifications

- Development review assistance for the following sites:
o Saturday Townhomes (North of Paulson Road): GDP review completed. Waiting on SIP submittal.
o The Current (South of Paulson Road, West of Thompson Heights): SIP review completed; construction is pending.
o Red’s Place: Staff commented on preliminary concept December 2022. Development layout is contingent upon Wisconsin DOT controlling access points to the proposed development.
o CVTC: Under construction.
o Thompson Storage: Site plans and water main extensions are approved; construction is anticipated to commence in June 2023.
o Best Maid (Rise Baking) parking expansion was proposed and determined the disturbed area triggers stormwater requirements.
o Scooter’s Coffee plans are nearing approval.

- Stormwater
  o Erosion control inspections are ongoing.
o Application preparation and submitted for Wisconsin DNR non-point source stormwater management planning grant. Awards in 2023 and funding available in 2024.
Application prepared and submitted for FEMA “Building Resilient Communities” flood study grant. Grant award is expected in June/July 2023 and funding available ~November 2023.

Engineering Staff responded to and supported clean-up efforts for a spill from a Best Maid Cookies. Best Maid promptly reported cleaned up spill.

- Public Construction Projects
  - North Water Tower – Watermain and foundation construction are complete. Tower fabrication is in progress.
  - Mann Valley Corporate Park: Council authorized a resolution accepting the low bid from Hass Sons, Inc. Construction is anticipated in Fall 2023.

- Subdivisions
  - Highview Meadows 7th Addition: Public construction is nearing completion pending second lift of asphalt placement.
  - Thompson Heights (Subdivision South of Paulson Road): Construction is ongoing.
  - Oak Hill (Maple St. and Apollo Rd). Developer is refining engineering plans to address City and WDNR review comments.

- Private Development Projects
  - BOH Electronics (Whitetail Blvd): Under construction, ~50% complete.
  - Eurofins (Highland Dr): Greenhouse constructed, utilities and grading needed, ~30% complete.
  - Dawes Place Phase II: Majority of water and sewer installed, several building permits issued, and several foundations poured.
  - The Sycamore: Construction is nearing completion. Expecting staff to begin occupying buildings by late May.
  - Wasson Townhomes: Slow progress is reported due to supply issues, hopeful for summer completion.
  - Lake George Lofts has completed significant underground and building work, ~60% complete.
  - Renaissance Academy: Construction is ongoing.
  - The Uplands (Paulson Road Apartments) are fully approved and anticipating construction to start in July.

**Director**

- Focus River Falls project management
  - Waiting for final plans and data from SRF to wrap up the final plan logistics

- Department
  - Meetings: Staff 1:1s, consultant check ins, ED meetings, developer meetings, development team, exec team
  - Modify and fill vacant position
  - Meet with Hudson Community Development Department
  - Learn about the CRM

- Kinni Corridor implementation
  - Met with KCC
  - Participated in Leave No Trace
  - Provided USACE team tour
  - Cooperative Agreement

- Clifton Cooperative Agreement
  - Begin research

- External
  - Meeting with Huppert
  - Meeting with O’Keefe
  - Attended the St. Croix Valley Tourism Meeting
### POLICE DEPARTMENT

**Training**
- May 3-6 – Professionalizing Law Enforcement-Community Engagement Training (PLECET) – Officer Axley
- May 16-18 – Patrol Officer In-Service – Officer Thomas
- May 24 – In-House Training – Chief Young, Sgt Bangert, Sgt Posel, Sgt Dohmeier, Inv Miller, Ofc Axley, Ofc Gottfredsen, Ofc Hemker, Ofc Hoffman, Ofc Jensen, Ofc McGinty, Ofc Miller, Ofc Sather, Ofc Thomas
- May 25 – Instructor Training, Vehicle Contacts Transition Course – Ofc Hemker
- May 31-June 2 – 2023 FBINAA Annual Retrainer & Membership Meeting – Chief Young

**Miscellaneous**
- School Resource Officer Chris Gottfredsen had the following activity:
  - Bike Safety presentations to Rocky Branch, Greenwood, Montessori, and Westside students.
  - May 17, 2023, Virtual Read a Book event to Greenwood students.

### FIRE DEPARTMENT

**Activities/Highlights**
- Probationary firefighters completed their Firefighter I classes. All probationary members successfully passed.
- The River Falls Fire Department implemented a new passport system that improves fire ground accountability and tracking of personnel. This new system brings the RFFD to up to national standards regarding fireground accountability.
- The fire department’s Community Risk Reduction Division is developing a carbon monoxide detector program to reduce the number of suspected carbon monoxide calls. This program will provide one carbon monoxide detector to homes that need one and provides carbon monoxide safety information to the homeowner.

**Run Volume**
- In May 2023, we responded to a total of 34 calls for service, which compares to 32 calls for the same period in 2022. Year to date: 2023 = 136 calls; 2022 = 108 calls

#### Incident Type Category (FD1.21)

<table>
<thead>
<tr>
<th>Incident Type Category (FD1.21)</th>
<th>Basic Incident Type Code And Description (FD1.21)</th>
<th>Total Incidents</th>
<th>Total Incidents Percent of Incidents</th>
<th>Total Property Loss</th>
<th>Total Content Loss</th>
<th>Total Loss</th>
<th>Total Loss Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Fire</td>
<td>131 - Passenger vehicle fire</td>
<td>2</td>
<td>5.88%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 - Fire</td>
<td>154 - Dumpster or other outside trash receptacle fire</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 - Overpressure Rupture, Explosion, Overheat (No Fire)</td>
<td>221 - Overpressure rupture of air or gas pipe/pipeline</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 - Overpressure Rupture, Explosion, Overheat (No Fire)</td>
<td>251 - Excessive heat, scorch burns with no ignition</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 - Rescue &amp; Emergency Medical Service Incident</td>
<td>311 - Medical assist, assist EMS crew</td>
<td>2</td>
<td>5.88%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 - Rescue &amp; Emergency Medical Service Incident</td>
<td>322 - Motor vehicle accident with injuries</td>
<td>2</td>
<td>5.88%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 - Rescue &amp; Emergency Medical Service Incident</td>
<td>324 - Motor vehicle accident with no injuries</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 - Rescue &amp; Emergency Medical Service Incident</td>
<td>358 - Removal of victim(s) from stalled elevator</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Hazardous Condition (No Fire)</td>
<td>412 - Gas leak (natural gas or LPG)</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Hazardous Condition (No Fire)</td>
<td>422 - Gas Line Strike - 2&quot; line or less</td>
<td>3</td>
<td>8.82%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Hazardous Condition (No Fire)</td>
<td>440 - Electrical wiring/equipment problem, other</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Hazardous Condition (No Fire)</td>
<td>442 - Overheated motor</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Hazardous Condition (No Fire)</td>
<td>445 - Arcing, shorted electrical equipment</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 - Service Call</td>
<td>500 - Service call, other</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 - Service Call</td>
<td>532 - Water or steam leak</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 - Service Call</td>
<td>5311 - Smoke or odor investigation</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 - Service Call</td>
<td>542 - Animal rescue</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 - Good Intent Call</td>
<td>611 - Dispatched and cancelled on route</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 - Good Intent Call</td>
<td>6211 - Cancelled enroute with proper code</td>
<td>2</td>
<td>5.88%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 - Good Intent Call</td>
<td>622 - No incident found on arrival at dispatch address</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 - Good Intent Call</td>
<td>6311 - Authorized controlled burning</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 - False Alarm &amp; False Call</td>
<td>743 - Smoke detector activation, no fire - unintentional</td>
<td>2</td>
<td>5.88%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 - False Alarm &amp; False Call</td>
<td>745 - Alarm system activation, no fire - unintentional</td>
<td>1</td>
<td>2.94%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 - False Alarm &amp; False Call</td>
<td>746 - Carbon monoxide detector activation, no CO</td>
<td>4</td>
<td>11.76%</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
UTILITY DEPARTMENT

Electric
- Maintenance repairs performed. This is maintenance work found through our required system inspections.
- Substation monthly inspections completed.
- Underground services continue on a weekly/monthly basis. Installed 15 new customers last month.
- Meter readings continue monthly with meter reads.
- Miscellaneous service orders to look at tree trimming around service wires, streetlight repairs.
- We had two outages last month affecting 455 customers.
- We are still working on our annual inspections for our 600-amp switching and capacitor inspections at this point.
- We were working on the new services up at Dawes Place #2 this month. We have only six left in this project, there were 36 in total.
- Junction Falls Hydro is continuing to run effectively; it is being checked daily.
- We have continued to work on our repairs found in this year’s inspections, repairs that have been made from them are, replacing transformers, elbow arrestors, primary elbows and secondary connections found. With tree/brush removal in front of equipment.

Water Projects
- Continuing with sewer main cleaning.
- Started hydrants, should be done the first week in June.
- Water tower project is moving along nicely; the welder should be done the second week of June if all goes well.
- Total Excavating started on the water and sewer main for the N. Loop project

Wastewater Projects
- Jake McNabb, who was the Lab Tech left the department after eight years
- Had Electric Pump here to repair one of our grit pumps
- Started the chlorination of our effluent for the summer

Utility Customer Service Projects
On May 5, Customer Service staff began the disconnection process by first sending out disconnection letters to 146 residential customers and ten businesses with a past due balance of $250 or more. Outbound calls were sent to 127 customers on May 10. There were 26 personal calls made on May 11 to assist customers prior to a disconnection with agency phone numbers as well as setting up payment arrangements. Disconnection day was May 16 with eight disconnections. There were 55 payment arrangements set up on disconnection day to avoid a disconnection and provide more time to pay their past due utilities. An additional customer was disconnected May 22 due to non-payment on their payment arrangement.

As college students are leaving or moving around within River Falls mid to late May and again in early June, Customer Service staff process move in and move outs for utility purposes. This year, there were over 114 service orders processed during this time frame. Of these, 100 were tenants and the remaining 14 were owners.

There were 49 service orders established to have the water meters exchanged in the month of May.

A major power outage on the south end of town occurred on May 23 around 8:15 a.m. Most customers were reconnected around 9:30 a.m. Customer Service staff answered over 300 calls between 8 and 9 a.m.

Energy efficiency and Renewable Energy
- The billing insert in the May billing was Tree Power
- Home Energy Assessment interest is up
• Working with City staff to determine opportunities and barriers to develop electric vehicle charging stations.

Renewable Energy
• Customer participation remains around 16% but we have added over 300 blocks in 2023
• River Falls currently has 1,133 Customers Participating
• In 2023 over 3,848,000 kWh of Green Energy purchased through this program resulting in approximately 13,000 lbs. of coal unburned.

Focus on Energy
• Working with Focus on Energy on projects at numerous businesses, multifamily dwellings, and school projects

Residential, Business, and Industrial
• City and RFMU staff are working closely to ensure the New Construction Design Assistance program and Focus on Energy programming reach the developers at the earliest stages

Electronics Recycling
• Earth Fest was moved to the UWRF’s University Center on April 22 and was an unequivocal success
  • Over 2000 people attended
  • Survey results were overwhelmingly positive
  • Earth Fest creation and promotion is a part of POWERful Choices! mission to develop a citywide conservation ethic
  • Planning team appreciated the attendance of our local appointed and elected officials.

Speaking Engagements, committees, partnership, training, and education
• UWRF – Sustainability Working Group
• UWRF – Guest speaker for Sustainable Planning – Dr. Chris Holdcamp
• CVTC – Board of Trustees meeting
• RFSD – School Forest Advisory Committee
• Green Team development – partnering with UWRF, RFSD and WPPI to create a summer Green Team training for local government, schools, and non-profits

Engineering Tech Work
• Two plan reviews (Thompson Storage revised plans, Revised water main for Renaissance)
• Attend plan review meeting (South Point and Oak Hills)
• Map ten new AMI meters
• Attend one preconstruction meeting (South Point)
• Send data to various Engineering Firms for projects (AC/for Oak Hills Development)
• Map N. Interceptor As-Built data
• Print large wall maps for Water/Wastewater superintendent (for River Falls 101)
• Finish GPS and map work for Dawes 2 (curb stops)
• GPS and map the water and sanitary for Renaissance Academy
• Send Management Analyst statistics on our sanitary sewer system
• Start GPS and mapping work for Thompson Heights subdivision
• Start GPS and mapping for the North Water Loop
• Get a 2023-2024 Manhole Rehabilitation project out to bid on Quest and in the paper.
Public Works: Forestry – Trimming: Scheduled trimming is done for the year. Removal: Stump grinding for the trees that were damaged and removed from the April 1 storm was completed the week of May 29. The stumps for the 40 Ash trees that were removed from Sterling Ponds this winter are planned to be grinded/pulled in June. Seasonal Forestry staff will be planting the replacement trees in Sterling Ponds and the trees from the April 1 storm in the next few weeks. Grant: CNUC has concluded their field work assessing the City owned Ash trees and are putting together their written assessment. Forestry staff received injection training for the treatment of Ash trees on May 31, 2023.

Public Works: Parks – The Splash Pad opened on Wednesday, May 24, and the pool is scheduled to be opened to the public on Thursday June 8, which is the first day of Summer break for school aged kids. The annual inspection of the pool is scheduled for Tuesday June 6, 2023, with Pierce County. Three of the four Seasonal Parks staff have started, and they have been a huge help because we are short two full time Parks Maintenance Workers.

Public Works: Streets – Streets Maintenance staff have been busy painting crosswalks, turn arrows, and parking stalls in town. We are contacting with Sir Lines A-Lot to paint the long lines and crosswalks on Main Street which are expected to be completed by the start of River Falls Days. Streets Maintenance staff have been assisting Parks with mowing; it is a team effort to get it all done. The hanging flowerpots will be getting put up on Wednesday, June 7, weather permitting. Seasonal Streets staff will be watering the hanging pots every Monday, Wednesday, and Friday in addition to the Second Street Gardens.

Public Works: Fleet – The plow trucks are getting serviced and being stored for the summer which has made room in the garage for the summer equipment. The Mechanics have been working hard to get the mowers on the new John Deere Tractor so mowing of ditches and storm water ponds can take place. Equipping the new John Deere Tractor with the mowers has been harder than staff thought it would be but expect it to not take as long in the future.

Staffing – There are two remaining Seasonal Maintenance workers that will be starting on Monday, June 12. We have also extended an offer and it was accepted for the Parks Maintenance Worker. The start date is planned for Monday, June 19. More information to come once they pass their required pre-employment physical.

Events – Taste of River Falls was Sunday, June 4. Maintenance staff set up barricades to close Main St. and set up picnic tables and garbage barrels. The library’s Centennial Celebration will be Monday, June 12, and Public Works will be assisting with the tent, picnic tables, and garbage barrels.

RECREATION

Summer camping at Hoffman Park Campground - reservations need to be made online at riverfalls.activityreg.com. Pre-payment for a stay is required before setting up. Bathrooms, shower, water to fill tanks, and a dump station are available. The fee is $25/night for an electric site or $15/night for a tent site in the grassy area. For non-campers, the dump station may be used for $5 cash or check payable at the dump station.
MEMORANDUM

TO: City Council

FROM: Dan Toland, Mayor

DATE: June 13, 2023

TITLE: Mayor’s Appointments to Boards and Commissions

RECOMMENDED ACTION
Consideration of appointments:

PLAN COMMISSION
Appointment of Robert Gormanson through May 2026 (replacing Michael Woolsey)
Reappointment of Rebecca Prendergast through May 2026

Kristi

Please add to next available agenda

Thanks

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Rob <croixwood@gmail.com>
Sent: Tuesday, May 23, 2023 7:32:52 PM
To: Dan Toland <dtoland@RFCITY.ORG>
Subject: Plan Commission

** CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dan,

Thank you for meeting with me and discussing the Plan Commission. I am very interested in being a part of this.

Here is my contact information.

Robert (Rob) Gormanson
Good afternoon, Mayor-
My planning commission term expires in May, and I would like to be considered for a reappointment to the commission. I have enjoyed my time on commission, as well as working with the City of River Falls employees. Please reach out with any questions, or if I can provide any additional information.
Regards,
Rebecca

Rebecca Prendergast