



COMMON COUNCIL AGENDA
July 26, 2016

Call Meeting to Order – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – July 12, 2016, Meeting Minutes **Page 2**

Approval of Bills (Watson) §

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

1. Citizen Commendation presented to Clyde Hudson
2. Block Party Request – Dallas Street **Page 5**
3. Block Party Request – Falcon Drive **Page 10**

PUBLIC HEARING:

6:31 p.m.

4. Ordinance 2016-10 Mann Valley Annexation Ordinance-Second Reading and Disposition **Page 14**

6:32 p.m.

5. Ordinance 2016-11 – Amending Chapter 12.06 – Residential Parking Permit System (No Parking in Grotenhuis Addition)-Second Reading and Disposition **Page 22**

6:33 p.m.

6. Combination “Class B” Liquor and Class ”B” Beer License for Chef Leone LLC – Disposition by motion **Page 27**

CONSENT AGENDA:

7. Acknowledgement of the following minutes:
 - a. River Falls Housing Authority – 6/8/16 **Page 41**
 - b. Park and Recreation Advisory Board – 6/15/16 **Page 42**
 - c. Utility Advisory Board – 6/20/16 **Page 44**
8. Resolution Regarding General Insurance Renewal **Page 46**
9. Resolution Approving Appointment of Buddy Lucero to St. Croix Valley Incubator Management Team as City Representative **Page 52**
10. Resolution Regarding South Fork Relay Replacement Project **Page 55**
11. Resolution Approving Purchase of Vac Truck and Camera **Page 58**

ORDINANCES AND RESOLUTIONS:

12. Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 10, City of River Falls, Wisconsin **Page 62**
13. Resolution Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 12, City of River Falls, Wisconsin **Page 96**
14. Resolution Approving Development Agreement with Winfield Solutions for Sterling Ponds Corporate Park Lot H **Page 130**
15. Resolution Approving Development Agreement with Winfield Solutions for Mann Valley Property **Page 174**
16. Resolution Approving Audited Financial Report for Period Ending December 31, 2015 **Page 202**

REPORTS:

17. EMS Service Report
18. Administrator’s Report **Page 207**
19. Comptroller’s Report

ADJOURNMENT Publish: River Falls Journal 7/21/16; Posted 7/21/2016



**City of
RIVER FALLS**
CITY OF RIVER FALLS, WISCONSIN
COMMON COUNCIL PROCEEDINGS

July 12, 2016

Mayor Toland called the meeting to order at 6:30 p.m. in the City Council Chambers located in City Hall.

City Council Members Present: Todd Bjerstedt, Jeff Bjork, David Cronk, Scott Morrissette, Hal Watson

Members Absent: Christopher Gagne, Diane Odeen

Staff Present: Dan Gustafson, City Attorney; Scot Simpson, City Administrator; Gordon Young, Police Chief; Reid Wronski, City Engineer; Julie Bergstrom, Finance Director/Assistant City Administrator; Keri Schreiner, Management Analyst; Amy Peterson, Assistant Community Development Director; Kevin Westhuis, Utility Director; Mary Zimmerman, Communications Manager; Buddy Lucero, Community Development Director; Tom Schwalen, Facility Maintenance Supervisor

Others: Jim Larson, Mark Larsen, Jim Nordgren, Donna Burger others

The Pledge of Allegiance was said.

APPROVAL OF MINUTES:

June 28, 2016, Regular, Workshop and Closed Session Meeting Minutes

MSC Cronk/Morrissette move to approve minutes. Unanimous.

APPROVAL OF BILLS:

Bills - \$413,965.39

MSC Morrissette/Watson move to approve bills subject to the comptroller. Unanimous.

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

The Mayor announced that there would not be a Closed Session.

Mark Larsen and Jim Nordgren, residents living in the Grotenhuis Addition, expressed their support for the Ordinance 2016-11 and thanks for Officer Bill Rasmussen for his efforts to bring uniformity to parking in their neighborhood.

Candidate for St. Croix County District Attorney Donna Burger introduced herself and made some comments.

CONSENT AGENDA:

Resolution Regarding Demolition of 206 Union Street→→***Pulled by Morrissette***

Resolution No. 6051 - Regarding Variance to Industrial Park Covenants/ Best Maid

Resolution Approving 2016 Fee Schedule→***Pulled by Bjork***

Resolution Authorizing 2016 Funding for Greenwood Cemetery →***Pulled by Bjork***

Resolution No. 6052 - Awarding Bid for Sterling Ponds Corporate Park Phase 2 – Bid Package B

MSC Cronk/Morrissette move to approve the remainder of the Consent Agenda. Unanimous.

Resolution No. 6053 - Regarding Demolition of 206 Union Street

Aldersperson Morrissette pulled the item because it needed a budget adjustment and roll call vote. **MS Morrissette/Watson move to approve item. The roll call vote passed unanimously.**

Resolution No. 6054 - Approving 2016 Fee Schedule

Aldersperson Bjork asked if this would approve all the fees in the schedule. He had concerns about charges for residents versus non-residents for reserving park shelters.

City Administrator Simpson said it would approve the schedule in its entirety. He said this was more of a technical approve of the fees but said a yes vote signals the Council is in favor of the fees. Simpson said Council could make amendments to the schedule but suggested that changes typically aren't done in this format.

Bjork didn't feel it was fair for residents to pay for non-residents. The Mayor suggested the Council could approve the schedule and make changes at another time. As the Park Board Representative, Aldersperson Watson offered to work with Bjork on park fees. Aldersperson Morrissette was more comfortable to approve the fee schedule as presented rather than go through it line by line. Simpson said that staff could provide Council with more information about any of the fees.

MSC Bjork/Bjerstedt move to approve fee schedule as presented. Bjork stated he would like to review resident versus non-resident fees in the future. The motion passed 4-1 with all voting in favor except for Cronk.

Resolution No. 6055 - Authorizing 2016 Funding for Greenwood Cemetery

Aldersperson Bjork asked about the funding plan for the cemetery and the City's role. He doesn't feel the City should go past one year with assistance. Aldersperson Cronk felt the association wanted more time to get a plan together.

Assistant City Administrator Julie Bergstrom offered to help the association with developing a plan. She said with the financial statements presented, they would need multiple years even if a plan was in place by year's end. Bjork asked about the amount the association has for perpetual care.

Jim Larson from the Greenwood Cemetery Association said there was \$155,000 available but the association cannot touch it. Aldersperson Watson stated there are a certain amount of fixed costs to operate the cemetery and the revenue hasn't matched that. If the community wants to keep the cemetery open, it will have to step up to help make it happen by providing the modest amount of money requested and the City helping with a plan. Watson noted if the cemetery association goes bankrupt, then the cemetery would be turned over to the City to maintain.

Aldersperson Morrissette said he agreed with Watson. There are a group of committed people who maintain and care for the cemetery now rather than having the upkeep fall on City staff.

Bjork asked about the increase in wages from \$9,000 to almost \$20,000 over the last five years. Larson said the cost of living has increased and the association has to pay people a reasonable wage.

With no other discussion, Watson moved and Morrissette seconded the resolution. The resolution passed 4-1 with all voting in favor except for Bjork.

Simpson clarified that the Council was in favor of voting for the resolution as written for the years of 2016, 2017 and 2018. Watson said yes.

ORDINANCES AND RESOLUTIONS:

Ordinance 2016-10 Mann Valley Annexation Ordinance-First Reading

There were no comments.

Ordinance 2016-11 – Amending Chapter 12.06 – Residential Parking Permit System (No Parking in Grotenhuis Addition)-First Reading

There were no comments.

Resolution No. 6056 -Awarding a Contract for the Kinnickinnic River Corridor Plan

MS Morrissette/Watson move to approve resolution. The Mayor asked for questions. Cronk asked why the lowest bid was not accepted. Community Development Director Lucero said the lowest bidder had a subsection where additional work could be added. Once the additional work was added it, it would meet the bid the Council accepted. He said they didn't meet the qualifications of the other consultants. **With no other questions, the Council voted unanimously to approve the resolution.**

REPORTS:

Blue Bike Program

Conservation and Energy Efficiency Coordinator Mike Noreen provided a presentation to Council on the free bike share program which was started this year. It is a partnership between the City, Pierce County Public Health, UW-River Falls, National Honors Society and Crankworx. All bikes are donated and free to use. A grant was received from New Belgium Brewery. There are five racks in the City. He said most bikes are returned. Bike donations are accepted. At the conclusion of the presentation, Noreen stood for questions.

Morrissette asked how many were in service and how many are missing and about using a driver's license to check a bike out. He said that if bikes continue to be lost, we need to find a way to make people accountable. There were other questions by Council. Noreen provided contact information for persons interested in donating to the program.

Utility Department Report

Utility Director Westhuis provided a report for Council. He provided project updates on the wastewater treatment plant, the power plant, Sycamore water tower, Chapman Drive, South Fork relay, sanitary sewer lining, and North Interceptor. He thanked the Public Works Department for their assistance with Chapman Drive. Westhuis talked about the hydro and solar output for this year. There were no questions.

Administrator's Report

City Administrator Simpson talked about the City hosting a listening session with Wyman Winston of WHEDA. He talked about projects in the corporate parks and invited the public to the Customer Appreciation event.

MSC Cronk/Morrissette to adjourn the meeting at 7:25 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan,
Deputy City Clerk



City of
RIVER FALLS MEMORANDUM

2

TO: Mayor Toland and City Council
FROM: Gordon Young, Chief of Police
DATE: July 26, 2016
TITLE: Dallas Street Block Party Request

RECOMMENDED ACTION

Approval of Neighborhood Block Party Request for the 500 block of Dallas Street.

BACKGROUND

I received a neighborhood block party request (see attachment) from Barbara Hunter (528 Dallas Street). On August 6, 2016, from 4:00 p.m. to 9:00 p.m., Ms. Hunter is requesting moveable barricades in order to barricade Dallas Street between Roosevelt Street and Division Street. Ms. Hunter is not requesting exception to either the open container or noise ordinance. Ms. Hunter had homeowners affected by the barricades sign off on a petition form (see attachment).

RECOMMENDATION

I would recommend City Council grant the block party request for the 500 block of Dallas Street between Roosevelt Street and Division Street on August 6, 2016, from 4:00 p.m. to 9:00 p.m. I would also recommend the use of barricades from the City in order to safely block the aforementioned location from vehicle traffic.

River Falls Police Department Neighborhood Block Party and Street Closure Request Form

All requests for block parties must be submitted to the River Falls Police Department preferably 30 days in advance of the party date. Upon receipt of the completed Block Party Request Form and Neighborhood Petition Form, the chairperson of event will be notified if the street closure was approved or not approved. Questions can be addressed to Chief Roger Leque at 715-425-0909.

STREET TO BE CLOSED		IF ONLY A SECTION OF THE STREET IS TO BE CLOSED GIVE HOUSE NUMBERS OR CROSS STREETS			
North Dallas St.		1 block between Division and Roosevelt			
DATE OF EVENT	START TIME	END TIME	RAIN DATE IF APPL.	START TIME	END TIME
08/06/2016	4pm	9pm			

EVENT CHAIRPERSON NAME 1	ADDRESS	CONTACT NUMBER
Barbara Hunter	528 Dallas St.	425-0148
EVENT CHAIRPERSON NAME 2	ADDRESS	CONTACT NUMBER

REQUIREMENTS FOR BLOCK PARTY APPROVAL

1. Block Party Request Form and Neighborhood Petition Form must be filled out completely and submitted to the River Falls Police Department.
2. Residents on the affected street should be contacted and agree to closing the street. Neighborhood contact will be verified by the completion of the Neighborhood Petition Form.
3. Movable barricades needed at which locations? Dallas and Roosevelt to Dallas and Division Streets
4. Objects such as tents, tables and inflatable games that would hinder free access to emergency vehicles should not be placed in such a manner as to create that type of obstruction.
5. City ordinances prohibit violations of excessive noise (such as loud music) and open containers of alcoholic beverages on City streets/sidewalks without an exception. The City Council may grant an exception. Please check the box if you would like to pursue an exception.

I, the above named event chairperson, hereby request permission for a street closure at the above specified location, date and times, for the purposes of a block party. I have read and understand the above requirements.


Signature of Event Chairperson

07/06/2016
Date

OTHER INFORMATION

RECEIVED
JUL 14 2016
BY: _____

This page for Police Department Use Only

Recommendation by Chief of Police to City Council to approve said Block Party Request.



Signature of Chief of Police

7-15-16

Date

Recommendation by Chief of Police to City Council to deny said Block Party Request on the following basis:

Signature of Chief of Police

Date

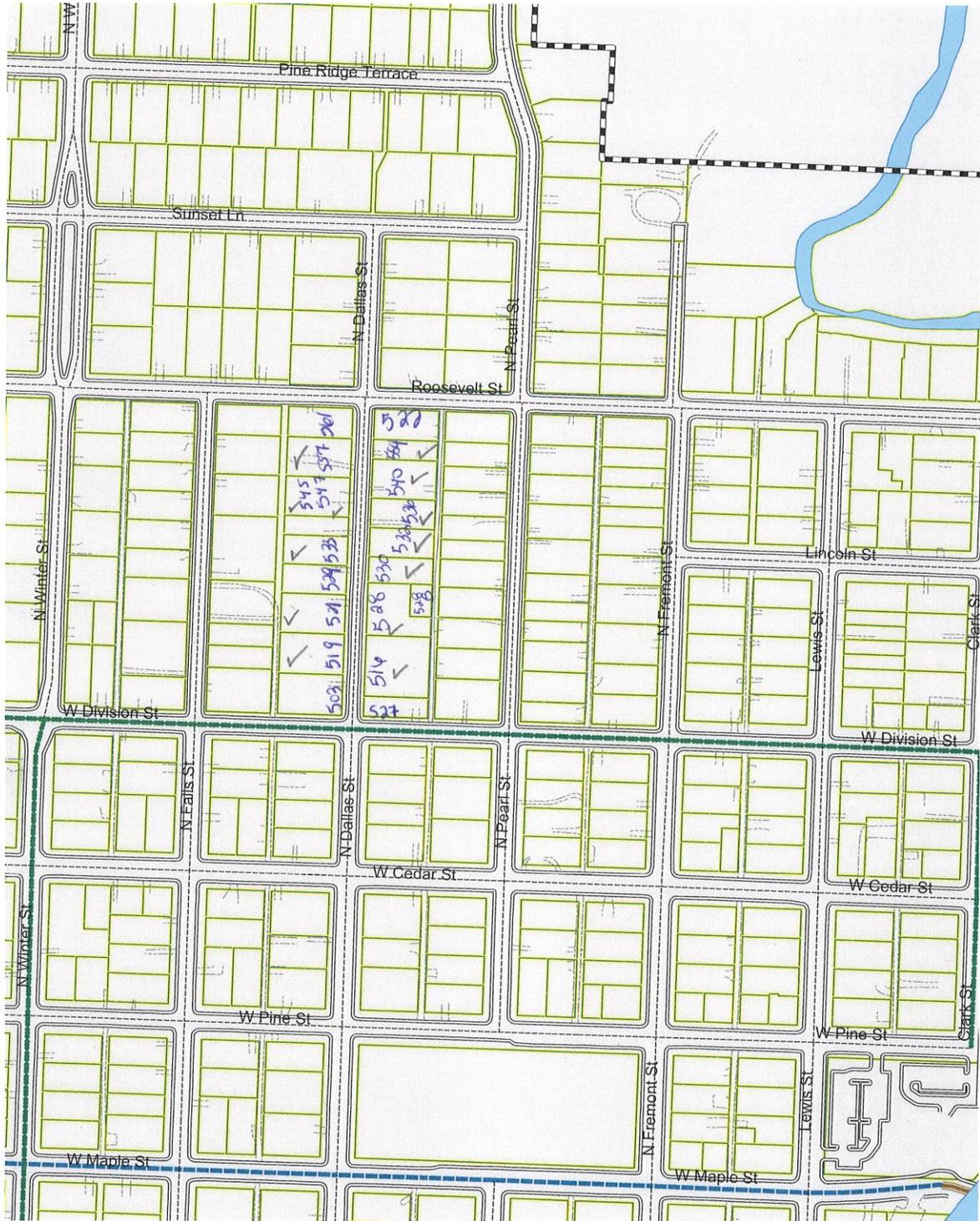
Further information regarding recommendation:

Date Application Received: 7-14-2016

Memorandum to Mayor and City Council

July 26, 2016

Page 5





City of
RIVER FALLS MEMORANDUM

3

TO: Mayor Toland and City Council
FROM: Gordon Young, Chief of Police
DATE: July 26, 2016
TITLE: **Falcon Drive Block Party Request**

RECOMMENDED ACTION

Approval of Neighborhood Block Party Request for Falcon Drive between Ninth Street and Morgan Road.

BACKGROUND

I received a neighborhood block party request (see attachment) from Kristin Miller (904 Falcon Drive). On August 2, 2016, from 6:00 p.m. to 8:00 p.m., Ms. Miller is requesting moveable barricades in order to barricade Falcon Drive at Ninth Street and at Morgan Road (In front of 920 Falcon Drive). Ms. Miller is not requesting exception to either the open container or noise ordinance. Ms. Miller had homeowners affected by the barricades sign off on a petition form (see attachment).

DISCUSSION

RECOMMENDATION

I would recommend City Council grant the block party request for Falcon Street between Ninth Street and Morgan Road on August 2, 2016, from 6:00 p.m. to 8:00 p.m. I would also recommend the use of barricades from the City in order to safely block the aforementioned location from vehicle traffic.

River Falls Police Department Neighborhood Block Party and Street Closure Request Form

All requests for block parties must be submitted to the River Falls Police Department preferably 30 days in advance of the party date. Upon receipt of the completed Block Party Request Form and Neighborhood Petition Form, the chairperson of event will be notified if the street closure was approved or not approved. Questions can be addressed to Chief Roger Leque at 715-425-0909.

STREET TO BE CLOSED <i>Falcon Drive</i>		IF ONLY A SECTION OF THE STREET IS TO BE CLOSED GIVE HOUSE NUMBERS OR CROSS STREETS <i>9th Street to 920 Falcon Dr. (Morgan Rd)</i>				
DATE OF EVENT <i>8-2-2016</i>	START TIME <i>6:00 PM</i>	END TIME <i>8:00 PM</i>	RAIN DATE IF APPL. <i>N/A</i>	START TIME	END TIME	
EVENT CHAIRPERSON NAME 1 <i>Kristin Miller</i>		ADDRESS <i>904 Falcon Dr.</i>		CONTACT NUMBER <i>715-629-7454</i>		
EVENT CHAIRPERSON NAME 2		ADDRESS		CONTACT NUMBER		

REQUIREMENTS FOR BLOCK PARTY APPROVAL

1. Block Party Request Form and Neighborhood Petition Form must be filled out completely and submitted to the River Falls Police Department.
2. Residents on the affected street should be contacted and agree to closing the street. Neighborhood contact will be verified by the completion of the Neighborhood Petition Form.
3. Movable barricades needed at which locations? *9th St and Falcon Dr*
920 Falcon Dr (Morgan Rd)
4. Objects such as tents, tables and inflatable games that would hinder free access to emergency vehicles should not be placed in such a manner as to create that type of obstruction.
5. City ordinances prohibit violations of excessive noise (such as loud music) and open containers of alcoholic beverages on City streets/sidewalks without an exception. The City Council may grant an exception. Please check the box if you would like to pursue an exception.

I, the above named event chairperson, hereby request permission for a street closure at the above specified location, date and times, for the purposes of a block party. I have read and understand the above requirements.

Kristin A. Miller
Signature of Event Chairperson

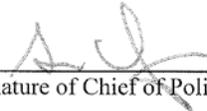
7-1-16
Date

OTHER INFORMATION

RECEIVED
JUL 05 2016
BY: _____

This page for Police Department Use Only

Recommendation by Chief of Police to City Council to approve said Block Party Request.



Signature of Chief of Police

7-19-16

Date

Recommendation by Chief of Police to City Council to deny said Block Party Request on the following basis:

Signature of Chief of Police

Date

Further information regarding recommendation:

Date Application Received: _____

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Keri Schreiner, Management Analyst
Raymond French, Management Analyst

DATE: July 26, 2016

TITLE: **Ordinance 2016-10 Annexation of Land and Right of Way in the Town of Troy to the City of River Falls – First Reading**

RECOMMENDED ACTION

Adopt Ordinance 2016-10 Annexing land and right of way in the Town of Troy to the City of River Falls. First Reading was July 12, 2016, and Second Reading is scheduled for July 26, 2016. This ordinance will annex approximately 291.9 acres of land in the “Mann Valley” area to the City of River Falls.

BACKGROUND

The City first purchased land in the Mann Valley area in 2011. That purchase included over 85 acres of agricultural land at the corner of Mann Lane and City MM. The City’s interests in this area at the time were both for creating additional reserves of land available to the City for use in conjunction with economic development efforts and to ensure future development of this land in a manner consistent with the City’s plans. At the same time, the City purchased a first right of refusal on the adjoining 243 acres of land, under which the City exercised its right to purchase in 2013. This brought the City’s total land holdings in the area to over 325 acres.

Winfield Solutions, a division of Land O’ Lakes, has approached the City about developing two properties, one in the Sterling Ponds Corporate Park and one in Mann Valley. The City has signed a Letter of Intent with Land O’ Lakes for the property development. Due to the quality of the project, the City is interested in annexing much of its “Mann Valley” holdings into the City to reserve it for future development. The attached ordinance annexes approximately 291.9 acres of this land.

DISCUSSION

[Wis. Stat. §66.0223](#) provides a method for a City to annex territory it owns by an ordinance enacted by the Common Council. This statute also allows the City to annex an area not contiguous to the current City limits and effectively create an incorporated “island” separate from the City limits. The attached ordinance annexes the territory shown on Exhibit A.

The entire 325 acres is not being annexed as the City completes some additional title research on a final parcel of ownership. In order not to hold up the development project, the City is proceeding with the 291 acres at this time. The City will bring the other land into the City later. At that time the City will include other adjacent landowners if they wish to join.

Simultaneously with the annexation process, the Council will be considering the creation of a tax incremental financing district encompassing only the 5 acres of the anticipated development and a draft developer's agreement with the interested party.

The Plan Commission reviewed the proposed annexation at their regular meeting of July 5, 2016 and forwarded it to Council with a favorable recommendation. The Plan Commission assigned a temporary zoning designation of (A) Agricultural to the Winfield site and (A) Agricultural to the remainder of the property being rezoned.

Following the annexation process, the City of River Falls Comprehensive Plan – Future Land Use Map will be updated to reflect a future plan for the annexed land and will be brought to Council at that time.

FINANCIAL CONSIDERATIONS

The annexed land is city-owned and will continue to be tax-exempt until developed and sold through agreement with potential businesses. The City will continue to collect rent from farming activities on the unimproved land.

CONCLUSION

Approval of the ordinance annexing the territory depicted in Exhibit A is recommended.



ORDINANCE NO. 2016-10

AN ORDINANCE ANNEXING CERTAIN TERRITORY AND INCORPORATING THE SAME WITHIN THE BOUNDARIES OF THE CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN, PURSUANT TO THE PROVISIONS OF WISCONSIN STATUTES, SECTION 66.0223(1), DESIGNATING ZONING DISTRICT CLASSIFICATION, AND AMENDING THE CITY OF RIVER FALLS OFFICIAL MAPS INCORPORATING THE TERRITORY.

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

SECTION 1. Territory Annexed. In accordance with §66.0223(1), Wis. Stats., the territory owned by the City of River Falls, as described in Exhibit B and depicted in Exhibit A, attached hereto, located in the Town of Troy, St. Croix County, Wisconsin, is annexed to the City of River Falls, Wisconsin.

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

SECTION 3. Ward Designation. The territory described in Section One of this ordinance is hereby made a part of Ward 15 of the City of River Falls. The territory shall be subject to the ordinances, rules and regulations of the City of River Falls governing wards. The population of the territory is zero.

SECTION 4. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 5. Zoning District Designation. In accordance with §59.69 Wis. Stats., the territory owned the City of River Falls, as described in Exhibit B and depicted in Exhibit A, attached hereto, located in the Town of Troy, St. Croix County, Wisconsin, shall have a City of River Falls temporary Zoning District classification of I1 (Industrial) of approximately five acres and the remaining territory within the annexation shall have a City of River Falls Temporary Zoning District classification of A (Agricultural) as shown in Exhibit C.

SECTION 6. Official Maps. The following City of River Falls maps shall be amended:

- a. City of River Falls Official Zoning Map (zoning district(s) designation)

b. City of River Falls Official Map (public right-of-way map)

SECTION 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law and the territory described herein shall be attached to the City of River Falls upon the filing this ordinance as provided by §66.0223(1), Wis. Stats.

Dated this 26th day of July, 2016.

FOR THE CITY OF RIVER FALLS

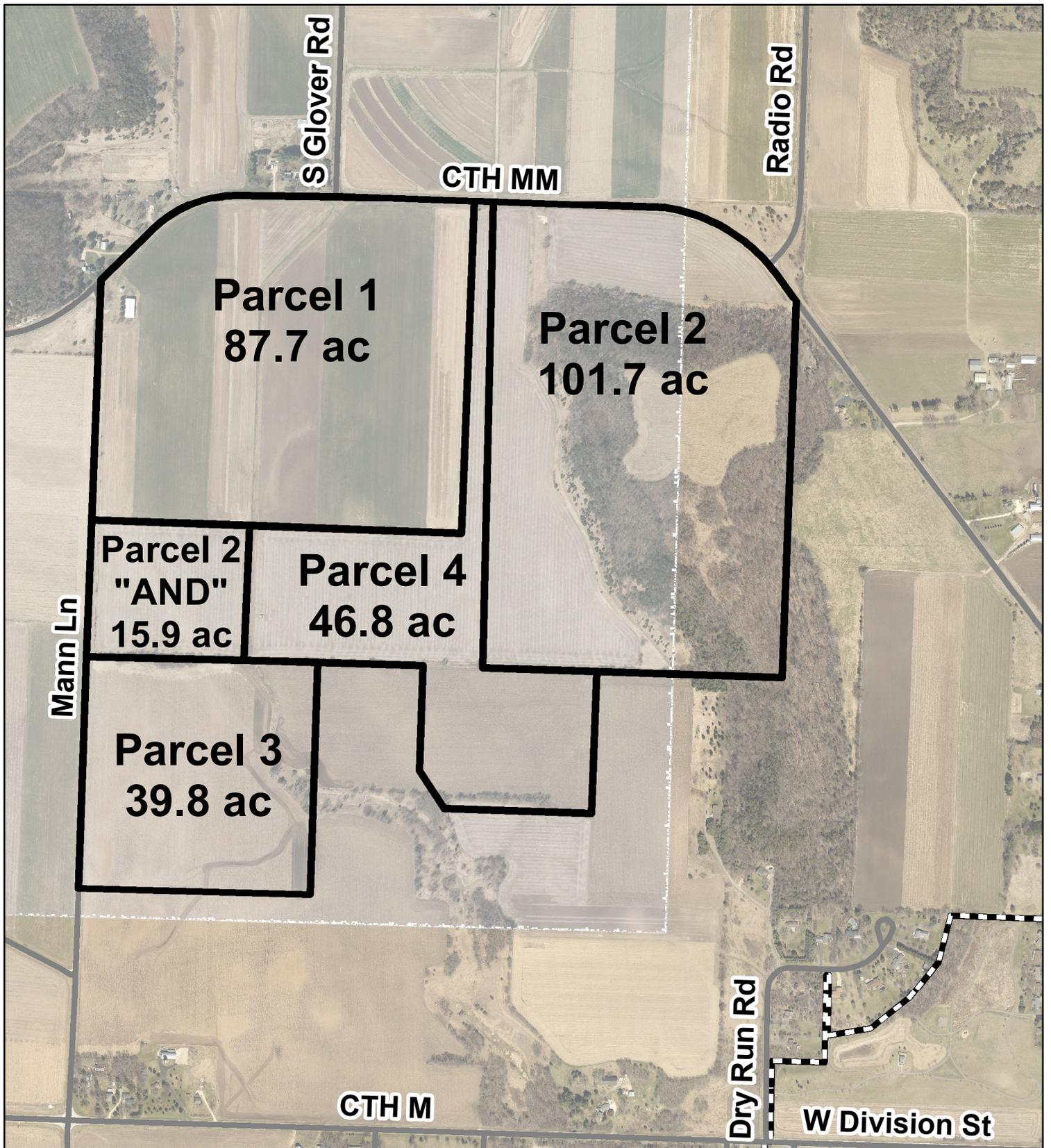
Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

Adopted: _____

Published: _____



0 250 500 1,000 Feet

Exhibit A

Annexation Area

May 2016



EXHIBIT B

LEGAL DESCRIPTION

The following described real property located in the County of St. Croix, and State of Wisconsin:

Parcel 1: Lot 1 of Certified Survey Map filed January 26, 2011, in Vol. 25 of C.S.M., Pg. 5757, as Doc. No. 931252.

Parcel 2: A parcel of land located in part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$), part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of the NW $\frac{1}{4}$), part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of the NW $\frac{1}{4}$) and part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of the NW $\frac{1}{4}$), all in Section 35, Township 28 North, Range 19 West, St. Croix County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Section 35; thence along the North line of the Northwest Quarter of said Section 35, South 89°47'53"E a distance of 890.25 feet to the point of beginning; thence continuing along said line South 89°47'53" East a distance of 974.87 feet to the point of intersection with the centerline of County Trunk Highway "MM", said centerline being the arc of a 960.00 foot radius curve, concave Southwesterly, with a central angle of 45°47'51", a chord that bears South 60°55'51" East and measures 747.08 feet; thence Southeasterly along the arc of said curve and centerline a distance of 767.34 feet to the point of tangency; thence continuing along said centerline South 38°01'56" East a distance of 181.08 feet to the East line of said Northwest Quarter (NW $\frac{1}{4}$) of Section 35; thence along said east line South 00°17'57" West a distance of 2142.00 feet to the Southeast corner of said Northwest Quarter (NW $\frac{1}{4}$) of Section 35; thence along the South line of said Northwest Quarter (NW $\frac{1}{4}$) of Section 35 North 89°55'54" West a distance of 1703.59 feet to the East line of that parcel described in Deed Volume 1221, page 0110; thence along last said line North 00°31'57" West a distance of 2649.10 feet to the point of beginning.

AND

A parcel of land located in part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) and part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) of Section 34, Township 28 North, Range 19 West, St. Croix County, Wisconsin, described as follows: Commencing at the Northeast corner of said Section 34; thence along the North line of said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) South 88°48'04" West a distance of 419.89 feet to the point of beginning; thence along the West line of that parcel described in Deed Volume 1221, page 0110 South 00°28'21" West a distance of 2646.38 feet; thence along the South line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) South 89°26'42" West a distance of 893.21 feet; thence along the West line of said Southeast Quarter of the Northeast

Quarter (SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) and Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) North 00°21'28" East a distance of 2147.03 feet to the centerline of County Trunk Highway "MM"; thence along said centerline North 43°55'25" East a distance of 398.61 feet to the point of curvature of a 716.20 foot radius curve, concave Southeasterly, with a central angle of 41°53'49", a chord that bears North 64°52'19.5" East and measures 512.12 feet; thence Northeasterly along the arc of said curve and centerline a distance of 523.71 feet to said North line of Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$), thence along last said line North 88°48'04" East a distance of 161.45 feet to the point of beginning.

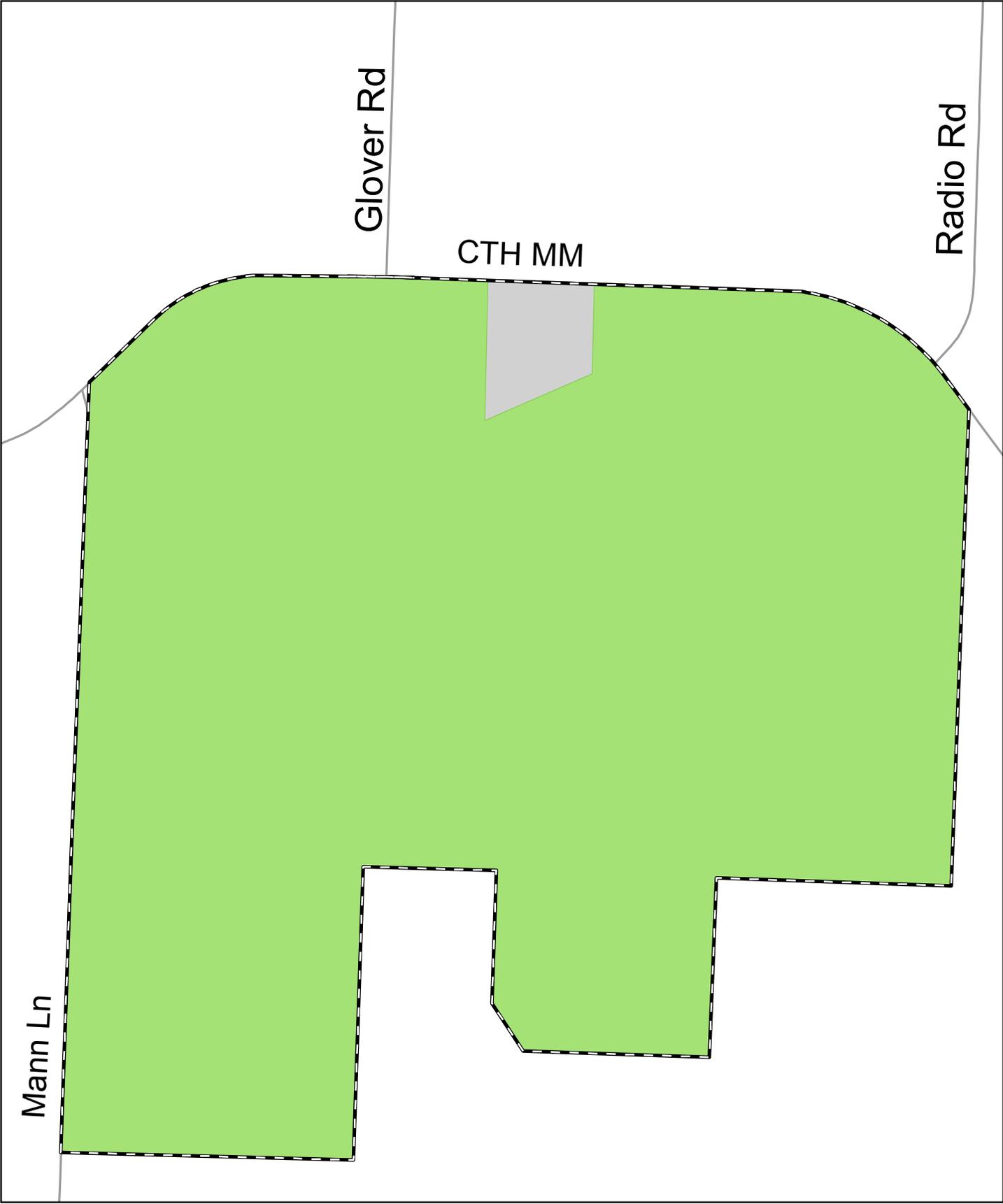
EXCEPTING THEREFROM, that portion of Lot 1 of Certified Survey Map filed January 26, 2011, in Vol. 25 of C.S.M., Pg. 5757, as Doc. No. 931252, contained within the above described parcel.

Parcel 3: The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section 34 Township 28 North, Range 19 West.

Parcel 4: A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) and in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Thirty Four (34) and in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) and in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Thirty Five (35), All in Township Twenty Eight (28) North, Range Nineteen (19) West, Town of Troy, more fully described as follows: Beginning at the Northwest corner of Section 35, thence S87°57'29"E along the North line of said Northwest Quarter; 890.25 feet; thence S01°18'27"W 2649.01 feet to the North line of said Southwest Quarter of said Section 35; thence S88°05'23"E along the North line of said Southwest Quarter 649.03 feet; thence S02°12'51"W 806.67 feet; thence N88°05'23"W 837.03 feet; thence N33°03'25"W 256.33 feet; thence N01°50'01"E 596.59 feet to the North line of said Southwest Quarter of said Section 35; thence N88°05'23"W along the North line of said Southwest Quarter 597.00 feet to the West Quarter corner of said Section 35; thence N88°42'45"W along the South line of said Southeast Quarter of the Northeast Quarter of said Section 34; 419.80 feet; thence N02°19'03"E 2646.24 feet recorded as 2647.29 feet to the North line of said Northeast Quarter of the Northeast Quarter of said Section 34; thence S89°21'9"E along the North line of said Northeast Quarter of the Northeast Quarter of said Section 34; 419.92 feet recorded as S89°12'56"E 419.89 feet to the point of beginning.

Subject to the right of way for C.T.H. "MM".

EXCEPTING THEREFROM, that portion of Lot 1 of Certified Survey Map filed January 26, 2011, in Vol. 25 of C.S.M., Pg. 5757, as Doc. No. 931252, contained within the above described parcel.



Mann Valley Annexation Exhibit C

0 300 600 Feet

-  I1 - Industrial
-  A - Agriculture
-  City Limits

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Gordon Young, Police Chief

DATE: July 26, 2016

TITLE: Ordinance Amending the Official Parking Control Map, Northwest Corner of Fremont and Maple, trailhead parking lot at Whitetail Boulevard, Grotenhuis Addition 200 Moundview/1000 Benson and Inlow Lot – Second Reading and Disposition

RECOMMENDED ACTION

Adopt Ordinance 2016-11 amending the Official Parking Control map. The requested action is as follows:

- Grotenhuis Addition residential parking permit system changed to comply with other city residential parking permit system.
- Add three (3) no parking areas to the Grotenhuis Addition for safety reasons.
- Inlow parking lot residential parking permit system changed to comply with other city residential parking permit system.
- Relocate semi-trailer parking from 200 Mound View Street to 1000 Benson Street due to new construction on the former UFE property.
- Remove handicapped parking restriction on NW corner of Fremont and Maple Streets.
- Limit parking in trailhead parking lot at Whitetail Boulevard
- Add no parking on both sides of the new 200 block of East Foster Street

BACKGROUND

The Grotenhuis Addition was the first area of the city to utilize a residential parking permit system. This was established in 1989 when the River Falls City Council established ordinance 1989-16. Since that time, the City has further created other residential parking permitting systems and regulation under River Falls Ordinance 12.06. The ordinance regulating the Grotenhuis addition and the ordinance regulating the rest of the city residential parking are different and need to be brought together so that the provisions are equal. The biggest disparities between the two ordinances are:

Grotenhuis permitting system has no expiration thus allowing anyone who legally obtains a permit to park in that area to park there, literally, forever.

Grotenhuis permitting system has no provision for the issuance of guest parking permits.

The changes proposed for the Grotenhuis Addition parking permit system brings that area into compliance with what is done in the rest of the City as far as the issuance and enforcement of the parking permit system. The residents of that addition were polled and the response indicated that the majority of the residents wanted to continue utilizing a parking permit system.

While conversing with the residents in that area about the permitting issue, it became apparent that there were concerns about traffic safety in a couple of areas. The curve in the 700 block of South Fork Drive has been requested to be posted as a no parking area for a short distance on both sides of that curve. There is a fire hydrant on that curve. There are also a number of rental properties that have several cars that park on the street in that immediate area. When vehicles are parked on both sides of South Fork Drive on that curve there is a critical visibility problem created. Therefore, it is requested that the City establish a no parking area on both sides of the street at that location as indicated on the map attached. It is also requested that the City establish a no parking area on the east side of Valley View Drive between Cascade Avenue and South Fork Drive. The reason for this request is due to the width of the street and visibility access to Cascade Avenue from that area.

The Inlow Lot is located just north of the intersection of North Main Street and Division Street. It is utilized long term solely by the two (2) residents of 421 North Main Street. During the day, other vehicles may park there. The permitting system for this lot was also different from the permitting system for the rest of the City residential parking. It is requested that Ordinance 12.06 be amended, as proposed, to bring the permitting system for the Inlow Lot into compliance with the residential parking permit system for the rest of the City.

The City of River Falls Traffic/Parking Control Map has established a designated area for parking semis and semi-trailers in the east half of the 200 block of Mound View Road. Due to the pending sale and anticipated construction of a new manufacturing facility on the 3 lots that lie to the south of the 200 block of Mound View Road it is requested that the semi parking area be moved to the north half of the west side of the 1000 block of Benson Street.

Remove handicap parking restrictions on NW corner of Fremont and Maple. This was an old designation from when the Academy Building was fully functional. The Montessori school requested its removal. The remainder of the parking revisions at the Montessori location are already covered under Ordinance 2001-17. "Establishment of "No Parking" Zones Adjacent to Marked Crosswalks.

The new trailhead parking lot at Whitetail Boulevard lot was completed late last fall. In conversations between Terry Kusilek, Reid Wronski and the daycare, it was decided that the City would limit parking on the south side of the new lot to 15 minutes to allow parents to utilize these spots to drop off and pick up their children. The remainder of the parking stalls in the lot are designated as No Parking 1 AM to 6 AM to prevent people from leaving vehicles there overnight.

In 2015, in coordination with UW-RF and the construction of the new Falcon Center, a roadway connection, now known as East Foster Street, was constructed between Orange Street and

Sycamore Street. The roadway was constructed to eliminate two existing dead-end roadways and provide better circulation of traffic utilizing the parking area constructed on the north side of the Falcon Center. Due to limited right-of-way availability, the road was built twenty-four (24) feet wide curb to curb and is not designed for on-street parking. It has had temporary No Parking signs in place since it was opened under the authority of the Chief of Police and is working well. This no parking area needs to be added to the Official Parking Control Map.

DISCUSSION

Current situation

These parking restrictions have been discussed with public works supervisor Terry Kusilek and he is in support of these parking restriction changes. Residents in the areas affected have been contacted and their inputs and concerns have been solicited.

Recommendation

It is recommended the council approve the amendments to the parking control map.

FINANCIAL CONSIDERATIONS

The financial considerations for these parking restrictions are minimal in that most of the signs are already in place. However, some additional sign modifications and associated costs may need to occur.

CONCLUSION

Approval of the ordinance amending the City's Official Parking Control map is recommended.



ORDINANCE NO. 2016-11

**AN ORDINANCE AMENDING SECTION 10.12.030,
OFFICIAL PARKING CONTROL MAPS**

(Grotenhuis Addition, 700 Block of South Fork Drive, Valley View Drive, 200 Mound View Street, NW corner of Fremont and Maple Streets, Whitetail Boulevard and 200 Block East Foster Street)

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

SECTION 1. That Section 10.12.030A of the City of River Falls Municipal Code be amended as follows:

Grotenhuis Addition

- Change the residential parking permit system to comply with the other city residential parking permit system
- Inlow parking lot residential parking permit system changed to comply with the other city residential parking permit system

700 Block of South Fork Drive

- No parking in designated areas on both sides of the street

600 Block of Valley View Drive between Cascade Avenue and South Fork Drive

- No parking on the east side of the 600 Block of Valley View Drive

200 Mound View Street

- Relocate semi-trailer parking from 200 Mound View Street to 1000 Benson Street

NW Corner of Fremont and Maple Streets

- Remove handicapped parking restriction

Whitetail Boulevard

- Limit parking in the trailhead parking lot

200 Block East Foster Street

- No parking on both sides of the street

SECTION 2. The Operations Superintendent shall place such signs and mark changes as are necessary to give adequate notice of the restrictions, prohibitions and limitations as shown on the Official Parking Control Map.

SECTION 3. This Ordinance shall take effect on the day after publication.

Dated this 26th day of July, 2016.

FOR THE CITY OF RIVER FALLS

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

Adopted: _____
Published: _____

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Bridget Hieb, Deputy Clerk

DATE: July 26, 2016

TITLE: Request for a Combination “Class B” Liquor and Class “B” Beer License –
Chef Leone LLC, dba West Wind Supper Club, 709 N Main St

RECOMMENDED ACTION

Grant, deny, or modify by motion the request for issuance of a Combination “Class B” Liquor and Class “B” Beer License to Chef Leone LLC dba West Wind Supper Club. A reason for denial must be stated in the public record.

BACKGROUND

The following definition from State Law may be helpful:

“Class B” licensees may sell intoxicating liquor to consumers by the glass for on-premises consumption. If the municipality enacts an ordinance under WI State Statute 125.51(3)(b), sales may also be made for off-premises consumption in quantities not exceeding four liters at any one time. Wine, however, may be sold for consumption off-premises in the original package or container in any quantity regardless of whether the municipality has adopted an ordinance for carryout liquor sales. Fee: \$500.00/year

Class “B” licensees may sell beer to consumers for on-premises or off-premises consumption. Fee: \$100.00/year

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

Possible reasons for denial are identified in the League of Wisconsin Municipalities Manual and listed here:

1. Adverse impact on traffic;
2. Adverse impact on the peace, quiet and cleanliness of the neighborhood where the establishment is located;
3. Insufficient parking for patrons;
4. Proximity to other licensed establishments, residential areas, schools, churches, or hospitals;
5. Ability or inability of the police to provide law enforcement services to the new establishment and the impact of the new establishment on the ability of the police to provide law enforcement services to the balance of the community at all times.

DISCUSSION

Chef Leone LLC has completed and submitted an application for a Combination "Class B" Liquor and Class "B" Beer License for the premises located at 709 N Main St, West Wind Supper Club. Pechacek Inc. of River Falls is the current owner at this location and will surrender their Combination "Class B" Liquor and Class "B" Beer License upon approval of the license for Chef Leone LLC and the completion of their business transaction.

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

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

Anthony Leone, owner of Chef Leone LLC, is applying as Agent and is a satisfactory candidate per the Police Department.

Mr. Leone is asking to license the entire building. He is also asking to license an outdoor

area at 709 N Main St. He has included a diagram of the area he would like to license which includes the patio and the entire parking lot that surrounds his building along with an adjacent 100'x100' parking lot.

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

Approvals with amendments to the request should include details on what is being amended.

Approvals without amendments to the application can be made by simple motion.

CONCLUSION

By motion, the Council may grant, deny, or modify the request for issuance of a Combination "Class B" Liquor and Class "B" Beer License to Chef Leone LLC dba West Wind Supper Club for the premises of 709 North Main Street.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 8/1/16 20 _____
 ending 6/30/17 20 _____

TO THE GOVERNING BODY of the: Town of } River Falls
 Village of }
 City of }

County of St. Croix Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Chaf Leone LLC

456-1029305334-02

Applicant's WI Seller's Permit No.: FEIN Number:	
	81-2948109
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 500.00
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 30.00
TOTAL FEE	\$

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Anthony William Leone</u>	<u>723 Greenbrier rd.</u>	<u>Hudson WI. 54016</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Anthony W Leone</u>	"	"
Directors/Managers			

3. Trade Name West Wind Supper Club Business Phone Number 715-425-8100
 4. Address of Premises 209 N. Main St. River Falls, WI. Post Office & Zip Code 54022

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 6/14/17 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) on file West Wind Supper Club - see attached

10. Legal description (omit if street address is given above): - see above outdoor & [unclear] diagram

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

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

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

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 17th day of July, 20 16
[Signature]
 My commission expires 09/06/19
Pierce City, WI, Wisconsin

[Signature] Anthony W. Leone
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>7-7-16</u>	<u>7-26-16</u>		
Date license granted	Date license issued	License number issued	

cust ID # 2485

Rec # 12922 \$ 30.00

**Addendum to Question 9
Alcohol Beverage License Application
Licensed Premises – Outdoor Area**

Premises Location: 709 N. Main Street, Pine Falls, WI.

Describe in detail the outside area that you are requesting to be licensed:
Deck and entire parking lot per legal description

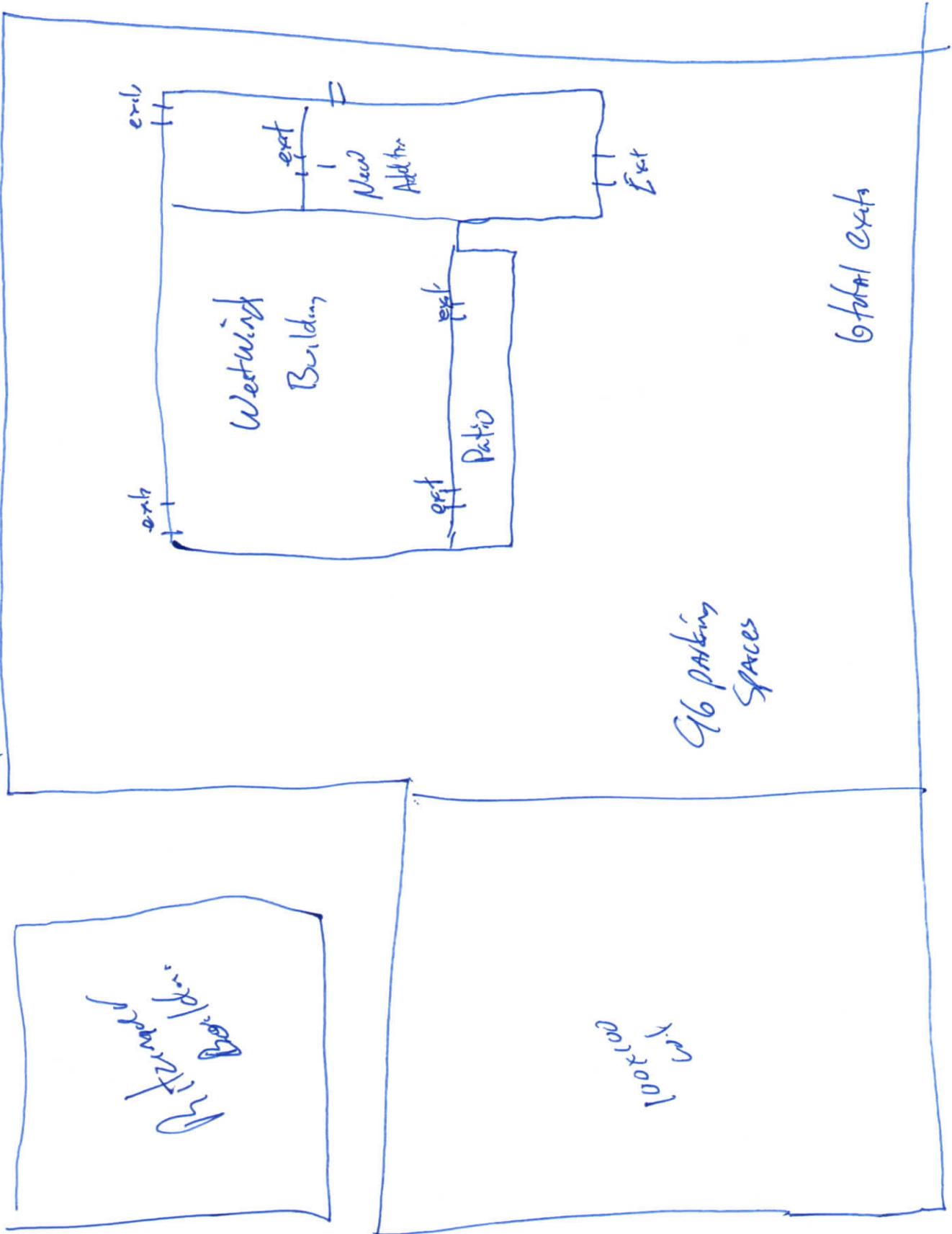
Is this outside area enclosed with a fence or other barrier? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Describe the fence or barrier:

Describe in detail how this area will be staffed or monitored:
Licensed bartender(s)
Other Security

Any additional information you would like the City Council to consider regarding your application: I will be maintaining current business of West Wind Supper Club. No major changes will be made in regards to the serving of alcohol.

East A

Main Street





8 3 2 6 8 8 0
Tx:4270425

CORRECTION QUIT CLAIM DEED

Document Number

1018451
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
09/14/2015 2:28 PM
EXEMPT#: 2
REC FEE: 30.00
PAGES: 2

City of River Falls, a Wisconsin municipal corporation, Grantor, quit-claims to Kevin R. Pechacek, Grantee, the following described real estate in St. Croix County, State of Wisconsin:

*
That certain parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 28 North, Range 19 West, City of River Falls, St. Croix County, Wisconsin, more fully described as follows: Commencing at the East 1/4 corner of said Section 36, thence S 69°54'32" W 872.62 feet to the Northeast corner of those lands described in Volume 1549, Page 257 of St. Croix County Records; thence South 100.00 feet; thence East 100.00 feet to the West right-of-way line of North Main Street; thence South 48.00 feet on said line; thence East 22.00 feet on said line; thence South 88.64 feet; thence N 90°00'00"W 85.69 feet to the point of beginning of said easement; thence S 00°09'51"W 11.00 feet; thence N 89°50'09"W 92.00 feet; thence N 00°09'51"E 10.74 feet; thence N 90°00'00"E 92.00 feet to the point of beginning.
*

(For purposes of this description all bearings are referenced to the East/West 1/4 line of said Section 36, assumed East.)

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Kevin Pechacek
709 N main St
River Falls WI 54022

PIN: 276-1046-50-000

Except easements, ordinances, and restrictions of record, subject only to the following limitation: The purpose of this deed is to convey any and all interests that the City of River Falls has in a certain formerly-recorded utility easement over, upon, and through the described parcel of real estate.

This is **not** homestead property.

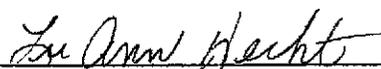
This deed is given to correct the name of the Grantee, the legal description, and the PID number previously recorded as Document No. 1012191, on May 18, 2015, St. Croix County Register of Deeds.

This deed is exempt from both a real estate transfer fee and return, pursuant to §77.25(2) and 77.255, Wis. Stats.

Dated this 10 day of September, 2015.

CITY OF RIVER FALLS

By: 
Dan Toland, Mayor

By: 
Lu Ann Hecht, City Clerk

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Leone</u>		(first name) <u>Anthony</u>		(middle name) <u>William</u>	
Home Address (street/route) <u>723 Greenbriar rd.</u>		Post Office	City <u>Hudson</u>	State <u>WI</u>	Zip Code <u>54016</u>
Home Phone Number <u>651-442-7434</u>		Age <u>34</u>	Place of Birth <u>Des Moines IA.</u>		

The above named individual provides the following information as a pers[on]:

Applying for an alcohol beverage license as an **individual**.

A member of a **partnership** which is making application for an alcohol beverage license.

Anthony Leone of Chaffee LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 33 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
Under age ticket / No longer Pending (17 years ago)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>Nest & Wood Sippin Club</u>	Employer's Address <u>204 N. Main St. R.F. WI</u>	Employed From <u>2000</u>	To <u>Now Present</u>
Employer's Name <u>San Pedro Cafe</u>	Employer's Address <u>Second St. Hudson, WI</u>	Employed From <u>2000</u>	To <u>2005</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 7th day of July, 2016
Susan A. Everson
(Clerk/Notary Public)

My commission expires 09/06/19
Pierce City, Wisconsin

Anthony W. Leone
(Signature of Named Individual)



SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

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

To the governing body of: Town Village City of River Falls County of St. Croix

The undersigned duly authorized officer(s)/members/managers of Chef Leone LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as West Wind Supper Club
(trade name)

located at 709 W. Main St. River Falls, WI 54022

appoints Anthony William Leone
(name of appointed agent)
723 Greenbriar rd. Hudson, WI 54016
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

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

Is applicant agent subject to completion of the responsible beverage server training course? Yes No ^{TL}

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 33 years

Place of residence last year WI

For: Chef Leone LLC
(name of corporation/organization/limited liability company)
By: [Signature]
(signature of Officer/Member/Manager)
And: [Signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Anthony W. Leone, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 7/6/16 Agent's age 34
(signature of agent) (date)
723 Greenbriar rd. Hudson, WI 54016 Date of birth [Redacted]
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

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

Approved on 7-18-16 by [Signature] Title Chief of Police
(date) (signature of proper local official) (town chair, village president, police chief)

**Supplement to
Schedule For Appointment of Agent**

1. As designated agent for the license holder, do you understand that you have full responsibility over the business and may be held civilly or criminally liable for violations of the law or City ordinances by its employees, even if you are not physically present?

Yes X No _____

2. Do you understand that under the laws of Wisconsin, violations of statutes regulating the sale of liquor do not require the showing of a willful or intentional act?

Yes X No _____

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

Yes X No _____

4. Do you understand that with respect to employees or agents, as long as they are performing acts that fall within their scope of employment, such as serving beer or alcohol, such that for all intents and purposes he or she appears to be representing the interests of the license holder, you as its agent, can be held vicariously liable for violations of the law?

Yes X No _____

5. Do you realize that at all times the business is open, as its agent, you are responsible to make certain that all liquor laws and ordinances are being obeyed?

Yes X No _____

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

Yes X No _____

Signature of Agent

 7/6/17
Date

**City of River Falls
Alcohol License Application Supplement
Required as Part of New Applications
Pursuant to City Ordinance 5.08.045(B)**

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

~~On File~~ West Wind Supper Club

* see attached *

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

(Circle one answer for each question)

- | | | | | |
|--|------|------------|------|-------------------|
| a. Full-time employees? | None | 1-5 | 6-10 | <u>11 or more</u> |
| b. Part-time employees? | None | 1-5 | 6-10 | <u>11 or more</u> |
| c. Security Personnel?
Including Bouncers | None | <u>1-5</u> | 6-10 | <u>11 or more</u> |

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

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

(Circle one)

Yes No

If no, please explain: _____

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

- Locations noted in sketch or diagram under question 1.

~~On File~~ * see attached *

c. Please acknowledge the applicant's commitment to provide initial and ongoing training to employees to include training related to:

1. Alcohol consumption by on-duty employees (not recommended), will this be allowed?
(Circle one) Yes No
2. Use of Force
3. Gambling Laws
4. Dealing with Disorderly Patrons
5. Employer responsibilities and procedures relating to persons intoxicated or incapacitated by alcohol.
6. Sale of Tobacco Products
7. Procedures to be implemented to deter underage drinking of alcohol and loitering on premises.

Initial and on-going training will be provided to employees.

(Circle one) Yes No

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

Please enter the proposed occupancy limits: 106 Lounge / 386 Dining Room

e. Please acknowledge the applicant's ability and willingness to work cooperatively with the City to deal with potential community and law enforcement issues, such as neighborhood complaints, littering, disorderly conduct and other community issues related to the alcohol license requested or issued.

(Circle one) Yes, will work cooperatively. No, will not work cooperatively. Explain _____

4) Please identify below the applicant's planned promotional events or entertainment as a means of attracting business.

If no entertainment is planned, please check this box and move to Question #5.

Music

Live

DJ

Karaoke

Other-Please Identify River Falls Days

Dancing

Tournaments

Pool

Darts

Poker, Other Card Events*

Video Gaming*

Other-Please Explain Bingo

*Please note the attached information regarding the legality of poker tournaments and video gaming.

Other entertainment or promotional events-Please Identify.

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

All ages

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

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

Food sales expected 2 to 1

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

(Circle one) Yes No

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

(Circle one) Yes No

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

Maintaining current business from
Kevin Pechacek

Applicant

Date

7/6/16

40

Minutes of the Regular Meeting of the River Falls Housing Authority, June 8, 2016
The meeting was held at Briarwood Apartments, 555 N. Main St., River Falls WI

Chair Peter Dahm called the meeting to order at 6:30.

Present: Nick Carow, Marylin Plansky, Peter Dahm, Michael Larson, Todd Bjersted arrived at 6:50

Absent: None

Also Present: Anne McAlpine. Executive Director

There were two tenants in attendance.

MINUTES M/S/C Larson/Plansky to approve the minutes of May 11, 2016

MINUTES OF CLOSED SESSION – M/S/C Plansky/Larson to approve the minutes of the closed session May 11, 2016

ACTION ITEMS

1. M/S/C Plansky/Larson to approve payment of bills and the budget report
2. M/S/C Plansky/Larson to approve the year end write-offs totaling \$1,721.00

REPORTS

1. Vacancy and Re-rental Report – McAlpine reported that there are fewer vacancies this month.
2. Windmill Place Wi-Fi - McAlpine reported that in a meeting with the Windmill Place tenants showed that those tenants wanting Wi-Fi access in the building will be satisfied with a Wi-Fi hot spot. McAlpine was directed to change the business center internet service to higher speed service with a Wi-Fi router.

EXECUTIVE DIRECTOR REPORT

1. Edgewater Elevator – The elevator in Edgewater has repeatedly stopped working. Parts have been replaced but it continues to shut down. It was down for the entire weekend on May 15-16, 2016. Braun Thyssenkrupp recommends replacing the controller at an estimated cost of \$60,000. That estimate was made part of the preservation program application.
2. McAlpine will be on vacation June 27- July 1st.

Plansky/Carow to move to a Closed Session per State Statute 19.85. Roll Call shows all Commissioners in favor of moving to Closed Session.

Closed Session per State Statute 19.85 (e) 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.

ADJOURN 7:15 PM

Respectfully submitted by Anne McAlpine, Executive Director.



222 Lewis Street
River Falls, WI 54022

Phone 715.425.0900
Fax 715.425.0915

MINUTES

PARK AND RECREATION ADVISORY BOARD

Wednesday, June 15, 2016 at 5:15pm

City Hall Training Room

5:15pm CALL TO ORDER/ROLL CALL – Meeting convened at 5:15pm.

Members Present: Susan Reese (chair), Jim Nordgren, Brandon Dobbertin, Brenda Gaulke, Dennis Zielski, and Patricia LaRue.

Members Absent: Hal Watson (council rep).

Staff Present: Cindi Danke - *Recreation Manager*; Amy M. Peterson – *Assistant Community Development Director*; Tom Schwalen - *Maintenance Supervisor*; and Terry Kusilek - *Public Works Operations Supervisor*.

Others Present: Local citizen Ben Fochs.

APPROVAL OF AGENDA/MINUTES

MSC Gaulke/Dobbertin to approve the minutes of the May 25, 2016 Park and Recreation Advisory Board. Motion passed 6-0.

PUBLIC COMMENTS

St. Croix Valley Bird group is planting milkweed plugs in a Highview non-maintained grassy area up on a 20' x 40' area ridge. The Prairie Enthusiasts group is also planning to plant native butterfly-friendly plants.

City staff got rid of a half-pipe at the Hoffman Park Skate Park. Two of the four structures are now gone because structures are unsafe.

OLD BUSINESS

The Glen Park master plan was discussed. The chair asked each board member to share their opinion. Park Board is unanimously in favor of the park plan. Several people reiterated that the shelter buildings (storm shelter or otherwise) must look like it fits into the natural and historic aspect of Glen Park.

Amy Peterson reminded Park Board there will be multiple chances in the next year and a half for Park Board and the public to have design input. In addition, we do not have to accept the grant for the safe room if we receive it and decide not to go that route.

Last night City Council had a budget workshop with CIP and discussion on the Park Master plans. The management analyst Keri will come back in the fall to look at recreation fees with Park Board. There will be two years of data to analyze.

NEW BUSINESS

Danke gave an update on recreation programs. 159 kids participated in spring swimming lessons, and so far 659 are signed up for summer lessons and people add daily. There were almost 1,000 open swim visitors in the first week and a half, which included some days of cold or stormy weather. Other programs are also doing well, but we had to cancel the Butterfly class due to low enrollment.

ADJOURNMENT

MSC Dobbertin/Nordgren to adjourn. Meeting adjourned at 6:06pm.

Respectfully submitted,



Brenda Rundle, Recreation Assistant

DRAFT

**REGULAR MEETING
RIVER FALLS UTILITY ADVISORY BOARD
June 20, 2016 6:30 p.m.
Council Chambers, City Hall**

The Regular Meeting of the River Falls Utility Advisory Board was called to order by President Hanson at 6:30 p.m. Present: Kevin Swanson, Patrick Richter, Diane Odeen, Tim Thum, Grant Hanson, Duane Pederson, and Adam Myszewski. Staff present: Kevin Westhuis, Utility Director; Kristi Hartmon, Administrative Assistant; Julie Bergstrom, Finance Director; Ron Groth, Water/Wastewater Superintendent. Other: Chris Gagne, City Council

M/S Odeen/Pederson to approve minutes of the May 16, 2016 Regular Meeting and the June 6, 2016 Special Meeting. Motion Carried.

PUBLIC COMMENTS:

CONSENT AGENDA:

1. Acknowledgment of the following minutes:
West Central Wisconsin Biosolids Facility Commission Meeting – 05-17-16

M/S Odeen/Swanson to approve Consent Agenda. Motion Carried.

NEW BUSINESS:

2. 2015 Compliance Maintenance Annual Report (CMAR): Ron Groth, Water/Wastewater Superintendent gave a brief explanation of what the Compliance Maintenance Annual Report (CMAR) is. It is a DNR required report card for the collect system and the Wastewater Treatment Plant.

M/S Pederson/Odeen to approve Resolution No. 2016-10 regarding review of Wastewater Treatment Plant 2015 Compliance Maintenance Annual Report.

3. Proposed CIP: Utility Director Westhuis stated that this is a review of the projects proposed for the 2017-2021 Capital Improvement Plan. Westhuis stated before any changes are made to the department requests, he would like to receive input and discussion from the Utility Advisory Board.

There was discussion on the AMI meter project. Thum asked for clarification on the ranking system of the priority list (4, 2, n/a) on the CIP document. Westhuis confirmed that a 4 is a higher ranking/priority than a 2. Pederson asked what the normal change out of meters is and has it been considered to use the new style meter (AMI) that is on the CIP when meters are due for change outs. Westhuis said it is a 12 year rotation on meters and it has been considered to use the AMI meters for future meter change outs.

Thum stated that he understands the pilot project that was done for the large top 30 Industrial customers, but \$750,000 a year for a couple of years that is a lot of money for purchase of AMI meters for residential accounts. Thum asked is the AMI meters need to be replaced on a 12 year rotation. Westhuis was not sure and stated that is a good question and technology is changing every day. Thum stated new technology needs to be of value to warrant the expense and it sounds like the current meter reading process are not that expensive. Thum would like to see more information on why the AMI would be valuable to (especially for residential)

customers. Odeen stated that as a point of reference, this portion of the CIP is part of a bigger CIP plan that the City Council has already had one workshop on and will have another workshop on July 26th and UAB members are welcome to come and talk about any of the projects at that time. Westhuis thanked the board for their comments and told them to reach out to him if they would like to discuss further. Hanson asked what the budget item for maintenance was on the tree trimming item on the CIP. Westhuis stated that the tree trimming is contracted out and not done by internal staff right now.

4. Election of UAB Officers (President and Secretary): Pederson moved to elect Grant Hanson as President. Myszewski seconded the motion. Motion passed. Odeen made a motion to elect Duane Pederson as Secretary. Thum seconded the motion. Motion passed.

REPORTS:

4. Finance Report: Financial reports were included in the packet for review. President Hanson noted that the water utility had a cumulative negative income at the end of May. Westhuis stated that is one of the reasons for the water rate increase.
5. Utility Dashboards for, Electric, Water, Waste water and Powerful Choices were included in the UAB Packets. Odeen asked if there were metrics to see how many people look at them as staff spends time on them and wants to make sure people find them useful. Administrative Assistant Hartmon stated she could look at the analytics of the utility website.
6. Monthly Utility Report was included in the UAB packets for review. Ron Groth reported that the basement floor was poured on WWTP building and the project is scheduled to be substantially complete and operable by October 2016. Sycamore Water Tower project has started and is going as scheduled and will be complete by the first of August. Hanson asked if the WWTP project will handle the population trends a number of years down the road. Groth stated when you redesign a WWTP you look at the next 20 years and estimate what the population would be. Westhuis stated that we have a 1.8M gallon per day facility and we are at about 1.2M gallons per day. We have room for expansion.

Thum asked if there was anything new from Pioneer Metal. Westhuis stated that he thinks it is 95% dead and Pioneer let the city know they are exploring other options at this time. Pederson asked about the solar panel issue. Kevin stated that he met with three neighbors that live across the street from the panels and also about 21 neighbors from Sterling Ponds neighborhood who had a few different issues as well. It was a good meeting and Westhuis is following up on a few items for them. Westhuis agreed on getting one or two more estimates on removing the row of panels and is also working on landscaping plans. Westhuis continues to work on a resolution. Hanson asked about the weatherization program and working with eligible homes. Noreen is working with eligible customers on that program and taking applications.

ADJOURNMENT:

M/S Thum/Myszewski moved to adjourn at 7:16 p.m. Unanimous.

Reported by: Kristi Hartmon, Administrative Assistant

MEMORANDUM

TO: Mayor Toland and City Council Members

FROM: Julie Bergstrom, Finance Director/Assistant City Administrator

DATE: July 26, 2016

TITLE: **General Casualty and Property Insurance Renewal**

RECOMMENDED ACTION

Approve the resolution authorizing the renewal of the City's property and casualty insurance from Liberty Mutual for auto, general liability, police liability, workers compensation, umbrella, equipment, crime and property insurance and Darwin National for public officials insurance for 2016-2017.

BACKGROUND

In 2015, the City reached out to suitable insurance carriers for general casualty and property insurance and Liberty Mutual and Darwin National were selected for the coverage. The City solicits bids every five years, in general, however the insurance package is reviewed and renegotiated each year based on the City's claims. The City's annual insurance costs, excluding health insurance and net of applicable dividend and commissions, are approximately \$365,000 for 2016-2017, which is higher than 2015-2016 by approximately \$27,500.

The City has contracted with Associated Financial Group (AFG) as its agent of record. This relationship provides the City an independent broker to solicit and review insurance quotes without undue influence from commissions. All premiums have been reduced by the commissions normally paid to agents.

The premiums quoted for 2016-2017 are shown in the following table, as well as the previous two years premium history. A discussion on the major lines of insurance is outlined below, and provides more context for the renewal premium. The cost of terrorism insurance is included in the premiums for the applicable insurance policies.

Premium History

Coverage	2014-15	2015-16	2016-17	Carrier
Auto	35,711	32,152	37,964	Liberty
Liability	34,464	32,693	32,624	Liberty
Police Liability	13,499	11,066	11,066	Liberty
Workers Comp	148,554	160,963	182,842	Liberty
Umbrella	7,050	8,243	9,288	Liberty
Equipment	13,571	13,571	13,571	Liberty
Crime	1,054	1,054	2,000	Liberty
Public Officials	17,780	21,918	22,804	Darwin Nat'l
Property	43,427	59,896	60,830	Liberty
Subtotal	\$315,110	\$341,556	\$372,989	
Dividend	(19,842)	(32,193)	(36,568)	Liberty
Broker Fee	22,000	22,000	22,000	AFG
Cyber Liability	6,924	6,924	7,426	Evanston Insurance (separate policy)
Net Cost	\$324,192	\$338,287	\$365,847	

DISCUSSION

Workers Compensation

Workers compensation premiums are calculated on estimated future payroll costs for different classes of workers, such as police officers, fire, emergency medical staff, public works and clerical. Workers compensation accounts for approximately 50 percent of the annual insurance cost, which is based on standard rates, but can be adjusted either higher or lower as determined by an experience modifier. The City's modifier increased from .84 to .96 in 2016 based on the difference between the insured's actual past experience and the expected or actual experience of the City. The City's modifier is under 1.00, which reduces the premium costs and helps keep costs affordable. The increased modifier and higher estimated personnel costs results in a premium increase

of approximately \$23,000. The modifier is based on a rolling three year average, and we expect that the rate will be reduced next year as a result of good claims experience.

The dividend rate is holding steady at 20 percent for 2016-2017. The rate is negotiated annually, and the payment is a percentage of the workers compensation premium. The expected dividend for 2016-2017 is \$36,568.

Property and Inland Marine

The property insurance exposure increased slightly (\$930) with the inclusion of new projects such as the Tri-Angels playground and the Hoffman Park storm shelter. The premium increased to approximately \$61,000. The City made the change in 2015 to move from the State of Wisconsin property insurance fund to coverage from Liberty Mutual, which raised the property premiums significantly. As the State's property fund has stabilized, a review of that program will be undertaken as an alternative to Liberty for the 2017 renewal.

Automobile

Auto insurance exposure increased due to the inclusion of comprehensive coverage for most of the City's vehicles. In general, vehicles over 15 years old are planned to be covered by liability only, others include full comprehensive coverage. An internal audit of vehicle coverages will be undertaken this fall to review the proposed coverage and make the necessary changes. The proposed 2016-2017 premium is approximately \$38,000, which should be reduced with completion of the internal audit.

Public Officials Liability

The City also purchases liability insurance for public officials through Darwin National Assurance Company, which can provide coverage for Council, commission and board actions related to employment decisions, license and permit decisions, zoning approvals and denials, or suits regarding mismanagement of grants or other public funds. The policy limit is \$5,000,000 with a premium of \$22,804, an increase of approximately \$900.

Other insurance lines, including police liability, umbrella, crime and general liability are stable from year to year, with little change in premium from the prior year. An expansion of the crime policy is planned to include coverage for non-employee related claims.

Terrorism Coverage

After the terrorism the U.S. experienced in 2001, a new program was introduced to provide cost sharing between the insurance industry and the federal government in the event of the major terrorist attack. The Terrorism Risk Insurance Act (TRIA) requires that insurance companies provide an optional product for general liability, property, workers compensation, equipment and police liability insurance coverage.

The threshold for a qualifying event is very high for this insurance to be activated, with at least \$5 million in damages; the event must be caused by terrorism from a foreign country; and to qualify, the event is officially declared as such by the U.S. Treasury department. The premium amount is small in comparison to the total, less than \$2,000 per year, the recommendation is to accept TRIA coverage with this renewal.

Recommendation

Because Liberty and Darwin National continue to maintain stable, affordable premiums, staff recommends renewal of insurance coverage for 2016-2017, with a review of the property coverage for the renewal next year.

FINANCIAL CONSIDERATIONS

Renewal for 2016-17 as outlined in the attached resolution will cost an estimated \$358,421 excluding agent commissions, and net of applicable dividend payments. The cyber policy renews annually on a calendar basis with a premium of \$7,426 for 2016.

CONCLUSION

Renewal of the City's property/casualty insurance from Liberty, and Darwin National is recommended per the attached resolution.

												Excludes TRIA
Coverage	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2016-17	2016-17
Auto	53,703	48,967	37,896	34,092	36,115	37,198	33,044	35,711	32,152	37,964	37,964	37,964
Liability	47,610	48,759	38,770	36,822	37,017	37,406	32,918	34,464	32,693	32,624	31,808	31,808
Police Liability	15,502	15,799	13,866	13,702	13,763	14,620	12,942	13,499	11,066	11,066	11,066	11,066
Workers Comp	156,797	163,608	180,425	180,884	163,820	157,794	148,474	148,554	160,963	182,842	182,155	182,155
Umbrella	5,661	5,661	5,524	5,876	5,989	7,092	6,718	7,050	8,243	9,288	9,061	9,061
Equipment	26,700	21,400	15,134	15,430	14,960	14,453	13,305	13,571	13,571	13,571	13,571	13,571
Crime	1,550	1,550	1,550	1,676	1,676	1,424	895	1,054	1,054	2,000	2,000	2,000
Public Officials	21,190	22,394	22,394	15,012	14,767	13,486	14,529	17,780	21,918	22,804	22,804	22,804
Property	32,808	30,359	27,637	30,224	29,113	36,093	44,454	43,427	59,896	60,830	60,079	60,079
Subtotal	\$361,521	\$358,497	\$343,196	\$333,718	\$317,220	\$319,566	\$307,279	\$315,110	\$341,556	\$372,989	\$370,508	\$370,508
Dividend	0	(58,359)	(44,763)	(72,863)*	(45,051)	(31,559)	(22,271)	(19,842)	(32,193)	(36,568)	(36,431)	(36,431)
Broker Fee						6,182	18,781	22,000	22,000	22,000	22,000	22,000
Cyber Liability	-	-	-	-	-	-	-	6,924	6,924	7,426	7,426	7,426
Net Cost	\$361,521	\$300,138	\$298,433	\$333,718	\$272,169	\$294,189	\$303,789	\$324,192	\$338,287	\$365,847	\$363,503	\$363,503

* Includes dividend from 2008-09 of \$34,976



RESOLUTION NO.

**RESOLUTION APPROVING PROPERTY
AND CASUALTY INSURANCE RENEWAL
FOR THE CITY OF RIVER FALLS**

WHEREAS, Associated Financial Group, agent of record for the City of River Falls, has obtained quotes for property/casualty insurance coverage for the 2016-2017 renewal year; and

WHEREAS, Liberty Mutual and Darwin National were selected as the carrier for the City's casualty insurance; and

WHEREAS, Liberty Mutual has historically provided consistency in annual rate adjustments, due in part to a stable experience modifier for the workers' compensation premium; and

WHEREAS, the renewal proposal provides a dividend on the workers compensation premium of 20 percent, for an anticipated dividend of \$36,568 in the fall of 2017; and

WHEREAS, coverage for TRIA is proposed to be accepted for the 2016-2017 contract year.

WHEREAS, the Council finds that it is in the best interest of the City to approve the proposal as presented with Liberty Mutual; with public officials' coverage from Darwin National for the 2016-2017 renewal period effective August 1, 2016.

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Scot Simpson, City Administrator

DATE: July 26, 2016

TITLE: **Resolution Approving Appointment of Buddy Lucero to St. Croix Valley Business Incubator Management Committee as City Representative.**

RECOMMENDED ACTION

Adopt the resolution approving the appointment of Community Development Director Buddy Lucero to the St. Croix Valley Business Incubator Management Committee as the City representative.

BACKGROUND

The St. Croix Valley Business Incubator is a collaborative partnership between the City of River Falls, University of Wisconsin – River Falls, Chippewa Valley Technical College, and the River Falls Economic Development Corporation. In October 2015, the project was awarded a \$1.4 million grant for the creation and construction of the St. Croix Valley Business Incubator. Once opened, the incubator will be a one-stop location for the coordinated delivery of business development services in the region.

DISCUSSION

The St. Croix Valley Business Incubator will be owned and operated by the River Falls Economic Development Corporation (RFEDC). The operational and management decisions for the incubator will come from a separate Management Committee. The committee will be made up of representatives from the City, the River Falls Economic Development Corporation, the University of Wisconsin – River Falls, Chippewa Valley Technical College, and additional members as determined by the RFEDC.

The committee will have the responsibility for the oversight of the incubator. The following are the duties of the committee:

- Approve major capital expenditures
- Review and approve annual capital and operating budget
- Review and approve annual audits and financial statements
- Approve the Incubator's policies and procedures

- Approve lease agreements with tenants
- Provide recommendations for staffing levels
- Contribute to the long-term sustainability and effective management of the Incubator

CONCLUSION

Approval of the resolution approving the appointment of Community Development Director Buddy Lucero to the St. Croix Valley Business Incubator Management Committee as the City representative is recommended.



RESOLUTION NO.

RESOLUTION APPROVING THE APPOINTMENT OF BUDDY LUCERO TO THE ST. CROIX VALLEY BUSINESS INCUBATOR MANAGEMENT COMMITTEE AS CITY REPRESENTATIVE

WHEREAS, the St. Croix Valley Business Incubator is a collaborative partnership between the City of River Falls, the University of Wisconsin-River Falls, Chippewa Valley Technical College, and the River Falls Economic Development Corporation; and

WHEREAS, the Incubator will be owned and operated by the River Falls Economic Development Corporation; and

WHEREAS, the operational and management decisions for the Incubator will come from a separate Management Committee; and

WHEREAS, the Management Committee will be made up of representatives from the City of River Falls, the University of Wisconsin-River Falls, Chippewa Valley Technical College, and the River Falls Economic Development Corporation (RFEDC), and additional members determined by the RFEDC; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the appointment of Community Development Director Buddy Lucero to the St. Croix Valley Business Incubator Management Committee as the City representative. ;

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor and River Falls City Council

FROM: Kevin Westhuis, Utility Director

DATE: July 26, 2016

TITLE: **Resolution Recommending Authorization for Professional Services and Equipment Purchases for the South Fork Substation Control Replacements**

RECOMMENDED ACTION

Adopt the resolution recommending the purchase of engineering services, relay equipment, and battery systems for our South Fork Substation.

BACKGROUND

The South Fork Relay replacement project is a [2016 Capital Improvements Plan \(CIP\)](#) project intended to replace existing control equipment at the end of its projected life, subject to failure, required to support the new electric supervisory control and data acquisition ([SCADA](#)) system or required to improve arc flash performance/protection. The timing of the project in 2016 recognizes the increased risk of extended power outages given the 2017 Power Plant Substation construction outages, thus this project is timed to improve the reliability of South Fork in advance of the reconstruction of the Power Plant.

DISCUSSION

The scope of work includes removing the two (2) existing relay panels and the existing SCADA RTU, replacing them with three (3) relay panels with integrated SCADA equipment, replacing the substation control battery bank and battery charger, transferring all existing control cables and re-terminating them in the new relay panels creation of a temporary interface to the old SCADA master system.

At the last maintenance inspection, the station battery was indicated to be at the end of its useful life and due for replacement. Failure of the station battery renders all control inoperable. In the last three years two (2) breaker control switches and one (1) of the primary transformer differential relays failed requiring unscheduled repairs/replacements.

The SCADA system is obsolete and no longer supported by the vendor – it has continued to suffer hardware failures and questionable performance.

With the new relay panels a new high-speed bus relay will be added thus reducing the arc hazard to workers in the substation yard which improves safety during switching operations and reduces equipment damage in the event of an electrical fault.

The relays are 1980's and 1990's vintage electromechanical and/or microprocessor-based. The existing relays do not provide the level of protection offered by the new relay systems nor are they supported from a software/interface standpoint like the current systems which makes responding to electrical faults more difficult.

River Falls Municipal Utilities has continued to see relay failures, most recently a 2003 vintage relay at the North Substation. Keeping pace with the replacements of microprocessor-based relays is important to effective utility operations.

FINANCIAL CONSIDERATIONS

Engineering Services for this the project is estimated not-to-exceed \$55,000 which includes time to create/modify 70+, identify items not shown on the prints and design corrections to those items, design the new relaying panels, perform electrical fault calculations, design relay settings, program relays, perform on-site construction management of the removal/installation/testing/commissioning/startup, provide record drawings, and update the arc-hazard assessment with the new hazard levels given the new equipment/relay settings.

Drawings/checking	\$22,800
Design Panels	\$15,000
Construction Management	\$9,000
Other	\$5,430
Contingencies	<u>\$2,770</u>
Total	\$ 55,000 for Engineering
Transformer Panel	\$50,000
Bus Panel	\$45,000
Feeder Panel	\$45,000
Battery System	\$20,000
Removal / Installation / Testing	\$50,000
Contingencies	<u>\$10,000</u>
GRAND TOTAL	\$275,000 for equipment and installation

CONCLUSION

It is staff and the Utility Advisory Boards' recommendation that the River Falls City Council approve the resolution approving the authorization for professional services and equipment purchases for the South Fork Substation control replacements as part of our Capital Improvements for the electric distribution system.



RESOLUTION NO.

**RESOLUTION APPROVING THE AUTHORIZATION FOR
PROFESSIONAL SERVICES AND EQUIPMENT
PURCHASES FOR THE SOUTH FORK SUBSTATION
CONTROL REPLACEMENTS**

WHEREAS, River Falls Municipal Utilities is recommending authorization for professional services and equipment purchases for the South Fork substation control replacements; and

WHEREAS, this project is a 2016 CIP project intended to replace existing control equipment at the end of its projected life, subject to failure, required to support the new electric SCADA system and/or required to improve arc flash performance/protection; and

WHEREAS, the scope of work includes removing the two (2) existing relay panels and the existing SCADA RTU, replacing them with three (3) relay panels with integrated SCADA equipment, replacing the substation control battery bank and battery charger, transferring all existing control cables and re-terminating them in the new relay panels creation of a temporary interface to the old SCADA master system; and

WHEREAS, the 2015-2019 Capital Improvement Plan includes \$275,000 for this equipment replacement; and

WHEREAS, the total cost for this project is estimated at 275,000; and

NOW, THEREFORE, BE IT RESOLVED that the City of River Falls City Council recommends authorization for professional services and equipment purchases for the South Fork substation control replacements in the amount of \$275,000 to the Common Council.

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Ron Groth, Wastewater/Water Superintendent

DATE: July 26, 2016

TITLE: Resolution Approving Purchase of Vacuum Truck and Camera

RECOMMENDED ACTION

Adopt the resolution approving the purchase of the used 2007 Vactor vacuum truck and televising camera.

BACKGROUND

A vacuum truck is a tank truck that is outfitted with a heavy duty vacuum and is designed to load solids, liquids, and sludge through suction lines. The Utility currently contracts out the majority of the City's vacuum truck needs to LNT Utility out of Chippewa Falls, WI. In the past, the City has contracted with Green Bay Pipe & TV out of Green Bay, Wisconsin and Visu-Sewer out of Blane, Minnesota. These companies have been contracted for sewer cleaning, wet well cleaning, and TV inspection.

Currently, the City owns a trailer vacuum. The Vactron PMD-500DT was purchased new by the City in 2002 and is equipped with a 500 gallon vacuum and a 225 gallon fresh water tank. Due to the size of the hose and limited tank capacity, the trailer vacuum has become less effective in completing certain projects including the annual fall leaf cleanup effort, thawing for storm sewer, and gate valve cleaning.

DISCUSSION

Current Situation

The City-owned vacuum truck and televising camera will help with the City's emergency bypass preparedness for main breaks and lift station failures. The vacuum truck and televising camera will also be beneficial in the case of customer back up emergencies. Currently, the City has to contract with a private contractor or with the City of New Richmond for emergency situations. It can take up to two hours to get a vacuum truck and televising equipment on site during an emergency situation.

Overall, the number of projects that can be completed annually with a City-owned vacuum truck will increase. It is expected that the vacuum truck will remain in the City's fleet for a minimum of 10 years and will be operated by existing City staff. The truck, which will primarily be used by the Water department, will be used for a minimum of 384 hours per year cleaning sewers and wet wells, and an estimated 64 hours cleaning pump lift stations. With a City-owned vacuum truck, the sewer lines and wet wells will be cleaned three times a year and will allow for three times the amount of sewer lines to be cleaned annually versus the amount currently cleaned. The increased cleaning helps the City meet the strategic plan goal of considering future generations and the strategic initiative of monitoring the City's infrastructure condition.

The vacuum truck and televising camera have cross functional uses as well. The Public Works, Electric, and Sewer departments will also use the vacuum truck on various projects including:

- Cleaning catch basins and storm sewer lines
- Fall leaf cleanup out of catch basins, inlets and culverts
- Hole creation for poles and street signs
- Water removal in construction areas
- Locating utilities
- Cleaning multiple tanks at the wastewater treatment plant
- Thawing storm sewer lines
- Gate valve cleaning

Vacuum Truck and Televising Camera

The used vacuum truck and the televising camera is proposed to be purchased from Envirotech Equipment Company which sells a variety of equipment to municipalities in Wisconsin and has been in business for over 20 years. The City of River Falls will have the right of refusal once the truck and camera are delivered. The truck comes with a three month warranty and the camera includes a one year warranty. Envirotech Equipment Company is also providing training for City staff for both the vacuum truck and the televising camera. The used 2007 Vactor vacuum truck includes:

- Approximately 11,500 miles
- 1,500 hours
- Twelve Cubic Yard debris body
- 1,500 gallon water capacity
- Eight foot telescoping boom with 180 degree rotation
- 80 GPM/2000 PSI Water Pump System

FINANCIAL CONSIDERATIONS

The cost for the used 2007 Vactor vacuum truck and the televising camera totals \$240,000. The 2015-2019 Capital Improvement Plan includes \$200,000 for a vacuum truck and \$50,000 for

televising equipment in 2016. The used vacuum truck and televising camera are expected to come in \$10,000 under what was budgeted in the CIP.

CONCLUSION

Approval of the resolution approving the purchase of the used 2007 Vactor vacuum truck and televising camera is recommended. Staff also recommends selling the Vactron PMD-500DT vacuum trailer on Public Surplus once the used vacuum truck and televising camera are included in the City's fleet.



RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF USED VACUUM TRUCK AND CAMERA

WHEREAS, The River Falls Municipal Utilities currently contracts out the majority of the City's vacuum truck needs including sewer cleaning, wet well cleaning, and TV inspection; and

WHEREAS, a City owned vacuum truck and televising camera will help with the City's emergency bypass preparedness for main breaks, lift station failures, and customer back up emergencies; and

WHEREAS, the number of projects that can be completed annually with a City-owned vacuum truck and televising camera will increase helping to maintain and monitor the City's infrastructure condition; and

WHEREAS, the 2015-2019 Capital Improvement Plan includes \$250,000 for a used vacuum truck and televising equipment to be purchased in 2016; and

WHEREAS, the total cost for the 2007 Vactor vacuum truck and televising camera totals \$240,000; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the purchase of the used 2007 Vactor vacuum truck and televising camera and the disposal of the 2002 Vactron vacuum trailer; and

BE IT FURTHER RESOLVED that the purchase of the used vacuum truck and televising camera is contingent upon delivery and demo and subject to approval from the Utility Director.

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council Members

FROM: Julie Bergstrom, Finance Director/Asst. City Administrator

DATE: July 26, 2016

TITLE: Resolution Designating Proposed Amended Boundaries and Approving Project Plan Amendment TID No. 10

RECOMMENDED ACTION

Adopt the resolution designating proposed boundaries and approving the project plan amendment for tax increment district #10. This district was established in 2014 for the Sterling Ponds Corporate Park, and is being amended to bring in additional property that was outside of the City limits at the time of creation.

Sean Lentz from Ehlers will be at the meeting to present the proposed plan amendment to the Council and answer questions. The resolution and draft plan has been reviewed by the Plan Commission at their July meeting and by members of the Joint Review Board as well.

BACKGROUND

The City has approved a development agreement with at least one company that is constructing in the park this year. The proposed lots were created to maximize the development area, but fall both within and outside of the current tax increment district, and resolution of the district boundaries is needed.

FINANCIAL CONSIDERATIONS

Tax increment districts are created to provide incentives for new development, and must meet the “but for” test. The district, once created, will use the tax revenue from new development to repay upfront costs to provide infrastructure and other expenses in order to serve the development.

CONCLUSION

Council approval of the resolution amending the boundaries of the district is recommended.

RESOLUTION APPROVING AN AMENDMENT TO THE PROJECT PLAN AND BOUNDARIES OF TAX INCREMENTAL DISTRICT NO. 10, CITY OF RIVER FALLS, WISCONSIN

WHEREAS, the City of River Falls (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 10 (the “District”) was created by the City on June 24, 2014 as a mixed-use district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, the development expected to occur within the original boundaries of Tax Increment District No. 10 has been expanded to include property not initially included in the boundaries of TID No. 10. The new parcels, created by the development, would be partially in the boundaries of TID No. 10 and partially outside of the boundaries. The City is required to maintain whole parcels within the boundaries of a tax increment district. The proposed boundary amendment will ensure the City complies with this requirement and allows the City to implement the development envisioned in the original TID No. 10 project plan; and

WHEREAS, an amended Project Plan for the District (the “Amendment”) has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of St. Croix County, the River Falls School District, and the Chippewa Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 5, 2016 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, before the Common Council may amend any tax incremental district, the Plan Commission must designate the boundaries of such amended District and approve the Project Plan amendment for such District and submit its recommendation concerning the amendment of the District and the Project Plan to the Common Council;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of River Falls that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 10, City of River Falls", are hereby amended as specified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2016.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for a combination of industrial, commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).
 - (b) Based upon the findings, as stated in 3.a. above, and the original findings as stated in the resolution creating the District, the District remains a mixed-use district based on the identification and classification of the property included within the District; and
 - (c) There are no additional improvements as a result of this amendment.
 - (d) The equalized value of the taxable property within the territory to be added to the District by amendment, plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) The City estimates that approximately 5% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs will not change as a result of this amendment.
 - (g) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District.
 - (h) Costs related to newly platted residential development may be incurred based on the proposed development having a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

4. The amended Project Plan for "Tax Incremental District No. 10, City of River Falls" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b) and to pay the fee(s) associated with such determination.

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes, that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Wisconsin Statutes Section 70.65e, pursuant to Wisconsin Statutes.

Adopted this _____ day of _____, 2016.

Mayor

City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 10
CITY OF RIVER FALLS**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

CONSERVATION SUBDIVISION ORDINANCE
OR
TRADITIONAL NEIGHBORHOOD DEVELOPMENT DESIGNATION

66.1027 Traditional neighborhood developments and conservation subdivisions. (1) DEFINITIONS. In this section:

(a) “Conservation subdivision” means a housing development in a rural setting that is characterized by compact lots and common open space, and where the natural features of land are maintained to the greatest extent possible.

(b) “Extension” has the meaning given in s. 36.05 (7).

(c) “Traditional neighborhood development” means a compact, mixed-use neighborhood where residential, commercial and civic buildings are within close proximity to each other.

MAP OF HOUSING DENSITY

3. Notwithstanding subd. 1., project costs may include any expenditures made or estimated to be made or monetary obligations incurred or estimated to be incurred by the city for newly platted residential development only for any tax incremental district for which a project plan is approved before September 30, 1995, or for a mixed-use development tax incremental district to which one of the following applies:

a. The density of the residential housing is at least 3 units per acre.

b. The residential housing is located in a conservation subdivision, as defined in s. 66.1027 (1) (a).

c. The residential housing is located in a traditional neighborhood development, as defined in s. 66.1027 (1) (c).

THIS WILL BE HANDED OUT SEPARATELY

June 29, 2016 (DRAFT)

Project Plan for the Territory & Project Plan Amendment of Tax Incremental District No. 10

CITY OF RIVER FALLS, WISCONSIN

Organizational Joint Review Board Meeting Held:	Scheduled for: June 29, 2016
Public Hearing Held:	Scheduled for: July 5, 2016
Consideration for Approval by Plan Commission:	Scheduled for: July 5, 2016
Consideration for Adoption by Common Council:	Scheduled for: July 26, 2016
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD

Tax Incremental District No. 10 Territory & Project Plan Amendment

City of River Falls Officials

Common Council

Dan Toland	Mayor
Diane Odeen	Council Member
Jeff Bjork	Council Member
Scott Morrissette	Council Member
David Cronk	Council Member
Christopher Gagne	Council Member
Hal Watson	Council Member
Todd Bjerstedt	Council Member

City Staff

Lu Ann Hecht	City Clerk
Scot Simpson	City Administrator
Julie Bergstrom	Finance Director/Assistant City Administrator
Buddy Lucero	Community Development Director
Jody Nichols	City Accountant
Dan Gustafson (Weld, Riley, Prenn & Ricci, S.C.)	City Attorney

Plan Commission

Dan Toland, Mayor	Vacant
Susan Reese	Lisa Moody
Reid Wronski	Todd Schultz
Scott Morrissette	Mary Van Galen
	Andrew Brown

Joint Review Board

City Representative
St. Croix County
Chippewa Valley Technical College District
River Falls School District
Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 10 (the “TID” or “District”) is an existing mixed-use district, which was created by a resolution of the City of River Falls (“City”) Common Council adopted on June 24, 2014 (the “Creation Resolution”).

Amendments

The District has not been previously amended.

Purpose of this Amendment

The development expected to occur within the original boundaries of Tax Increment District No. 10 has been expanded to include property not initially included in the boundaries of TID No. 10. The new parcels, created by the development, would be partially in the boundaries of TID No. 10 and partially outside of the boundaries. The City is required to maintain whole parcels within the boundaries of a tax increment district. The proposed boundary amendment will ensure the City complies with this requirement and allows the City to implement the development envisioned in the original TID No. 10 project plan.

Estimated Total Project Expenditures

The amended project plan updates the expenditures included in the original plan. The original plan projected total expenses of \$6,288,840. The amended plan incorporates the expenses completed to date, primarily the original infrastructure expenses, and updates the future project budget to include \$4,434,090 in future TID No. 10 expenditures. It is anticipated that the remaining and additional projects will be completed in two or more phases. As state above the additional boundary is being added to ensure whole parcels are included in the boundary of the district. No direct additional expenditures are expected on property being added to the District. The additional property will be added to land currently in the District that will be part of the 2016 development projects proposed in the amended plan. The Expenditure Period of this District terminates on June 24, 2029. The remaining and additional projects to be undertaken pursuant to this Project Plan are expected to be financed with general obligation debt issued in 2016-2018, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of project financing by phase is located in Section 10 of this plan.

Economic Development

As a result of the of the original plan and this amendment of the District, the City projects that additional land and improvements value of approximately \$38,345,500 will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the amended area(s) and within the original District boundaries. A table detailing assumptions as to the timing of new development and redevelopment, and associated values is located in Section 10 of this plan. In addition, the amendment of the District is expected to result in further economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

TID No. 10 has a maximum statutory life of 20 years, and must close not later than June 24, 2034 resulting in a final collection of increment in budget year 2035. Pre-amendment cash flow projections indicate that the entire available life of the District will be required to retire current and projected District liabilities.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of this District, the additional development projected to occur within the amendment areas as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:
 - As stated previously, the boundary amendment will add property adjacent to the existing TID but not included at the time of the District’s creation due to the land not being in the City. The property subsequently was annexed into the City and the proposed development requires both the existing land in TID 10 and the property proposed to be added to the District. The development will not be able to proceed without including this property in Tax Increment District No. 10.
 - The findings from the original plan remain relevant currently. Some sites proposed for development have remained vacant due to lack of adequate infrastructure. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the City that the use of tax incremental financing (“TIF”) will be required to provide the necessary infrastructure inducements to encourage development on the sites consistent with that desired by the City.
 - In order to make the amendment areas suitable for development the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition; site preparation; installation of utilities; installation of streets and related streetscape items; development incentive payments; façade grants and loans, and other associated costs. The City may also incur substantial costs to add capacity to its Wastewater Treatment Plan (or construct a new well, install a lift station, etc.) in order to allow for development to occur within the District. Due to the extensive initial investment in public infrastructure that is required in order to allow development to occur, the City has determined that development of Tax Increment District No. 10, including the amendment area, will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development Tax Increment District No. 10, including the amendment area, is unlikely to occur.
2. **The economic benefits of amending the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the total tax increments projected to be collected are more than sufficient to pay for the actual and proposed Project Costs within the original District and the amended areas. On this basis alone, the finding is supported.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - If approved, the boundary amendment would become effective for valuation purposes as of January 1, 2016. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the amendment area due to new construction, renovation or appreciation of property values occurring after January 1, 2016 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Given that additional development is not likely to occur or in the same manner without the use of tax incremental financing (see finding # 1), and since the District will generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not amended. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of the Project Plan.
4. Not less than 50% by area of the real property within the District, as amended, is suitable for a combination of industrial, commercial and residential uses (defined as “mixed-use development” within the meaning of Wisconsin Statutes Section 66.1105(2)(cm). Lands proposed or developed for newly platted residential development comprise 14.51% (and in no event will exceed 35%), as amended, by the area of the real property within the District. Any project Costs related to newly platted residential development are eligible expenditures based on the finding that the development has a residential housing density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a. or is located in a traditional neighborhood development as defined in Wisconsin Statutes Section 66.1027(1)(c).
5. Based upon the findings, as stated above, and the original findings as stated in the Creation Resolution, the District remains declared a mixed-use District based on the identification and classification of the property included within the District.
6. The project costs will not change as a result of this amendment.
7. There are no additional improvements as a result of this amendment.
8. The equalized value of the taxable property within the territory to be added to the District by this amendment, plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that approximately 5% of the territory within the District, as amended, will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on June 24, 2014 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 2014.

The existing District is a "Mixed Use District" based upon a finding that at least 50%, by area, of the real property within the District was suitable for a combination of industrial, commercial and residential uses the meaning of Wisconsin Statutes Section 66.1105(2)(cm). The District will remain in compliance with this finding after the addition of the territory identified in this Amendment. The District will also remain in compliance with the prohibition that no more than 35% of the area of the District be allocated for newly-platted residential development. To the extent that the City has incurred, or may incur, Project Costs for newly platted residential development, the residential development will have a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a. or be located in a traditional neighborhood development as defined in Wisconsin Statutes Section 66.1027(1)(c). The Preliminary Parcel list found in Section 5 of this plan provides a calculation demonstrating continued compliance with both the 50% test and the 35% test.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the District have not previously been amended.

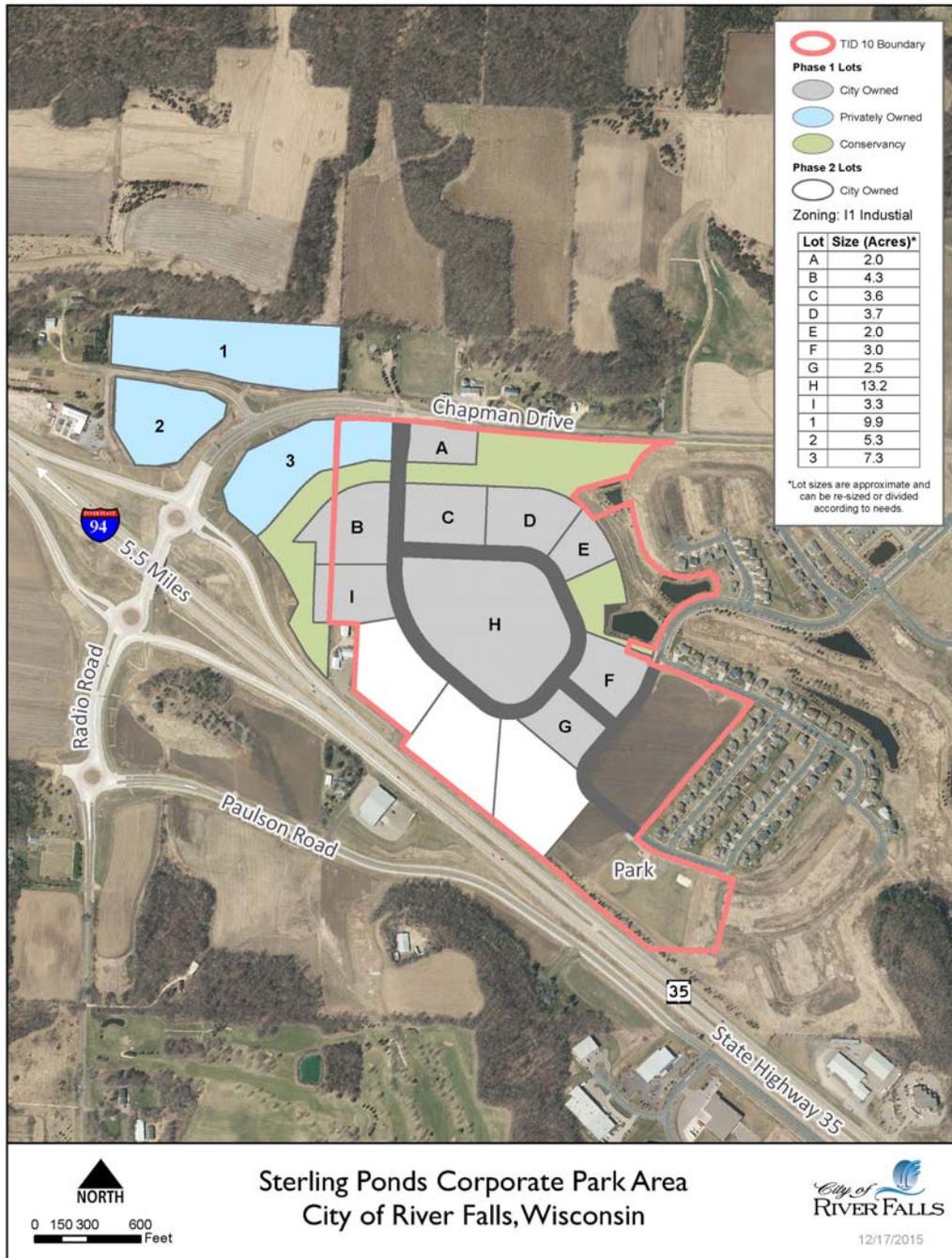
This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan unless specifically stated. All components of the original Project Plan remain in effect.

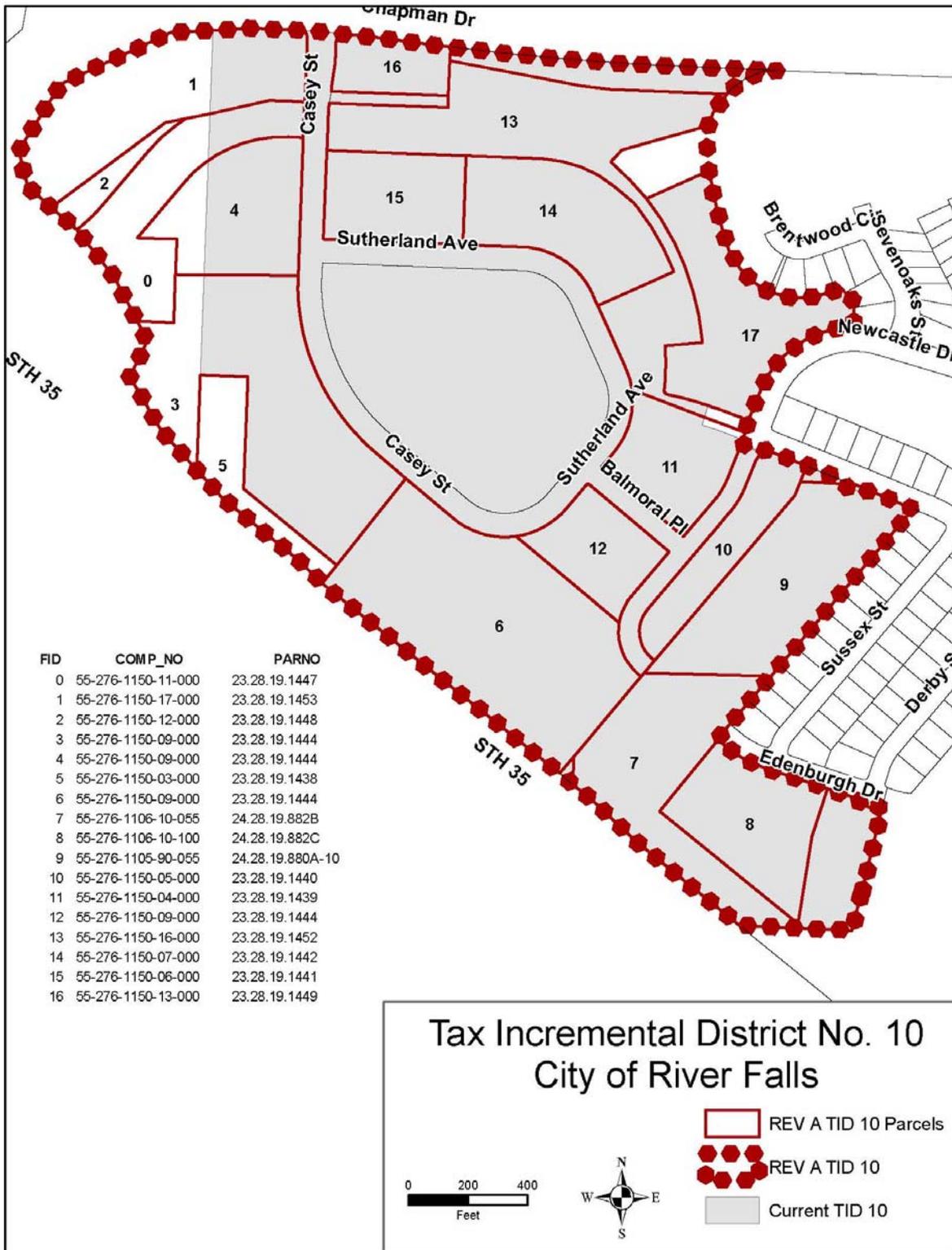
The development expected to occur within the original boundaries of Tax Increment District No. 10 has been expanded to include property not initially included in the boundaries of TID No. 10. The new parcels, created by the development, would be partially in the boundaries of TID No. 10 and partially outside of the boundaries. The City is required to maintain whole parcels within the boundaries of a tax increment district. The proposed boundary amendment will ensure the City complies with this requirement and allows the City to implement the development envisioned in the original TID No. 10 project plan.

The amendment is also to update and/or provide for the undertaking of additional expenditures.

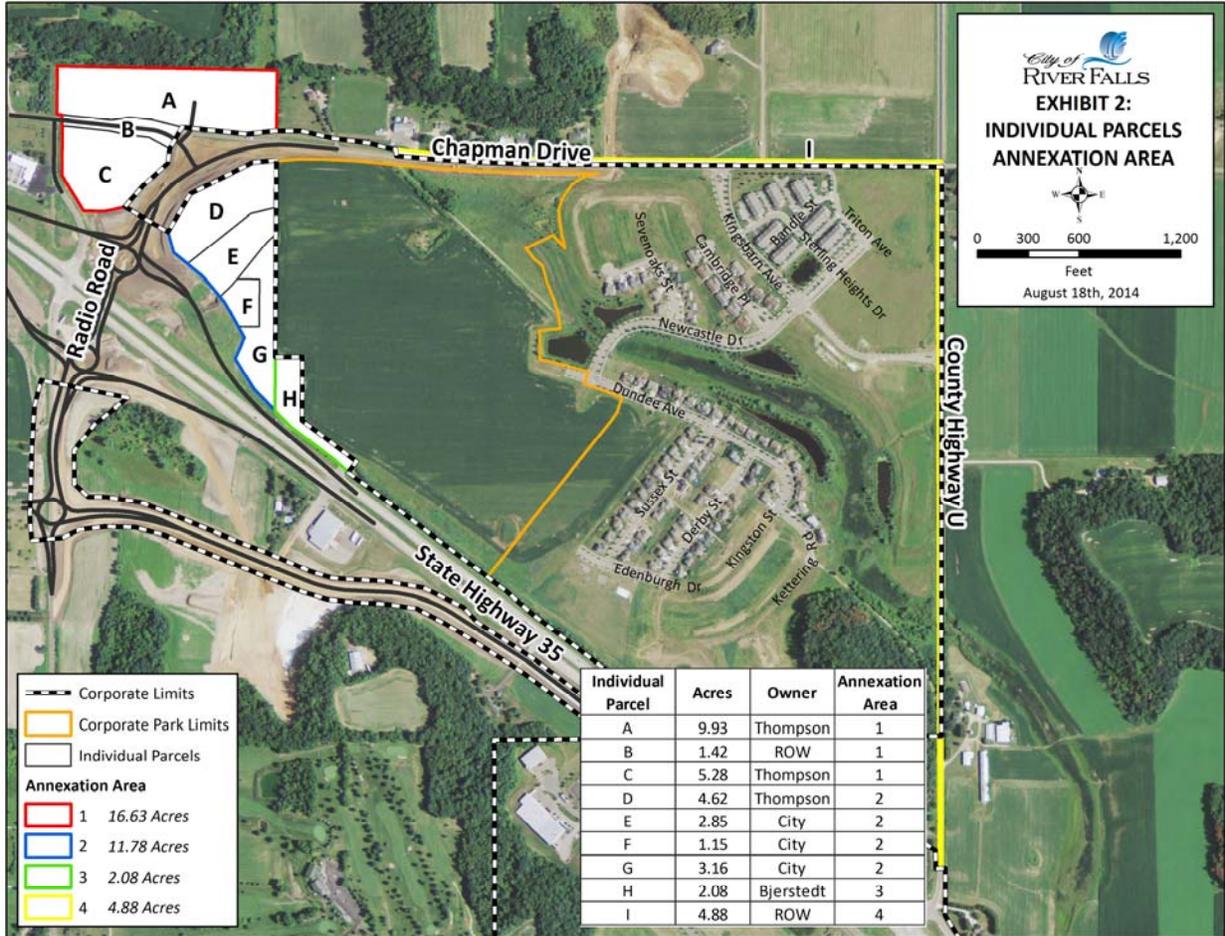
A map depicting the boundaries of the District is found in Section 3 of this Plan. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution, the District remains a mixed-use District based on the identification and classification of the property included within the District.

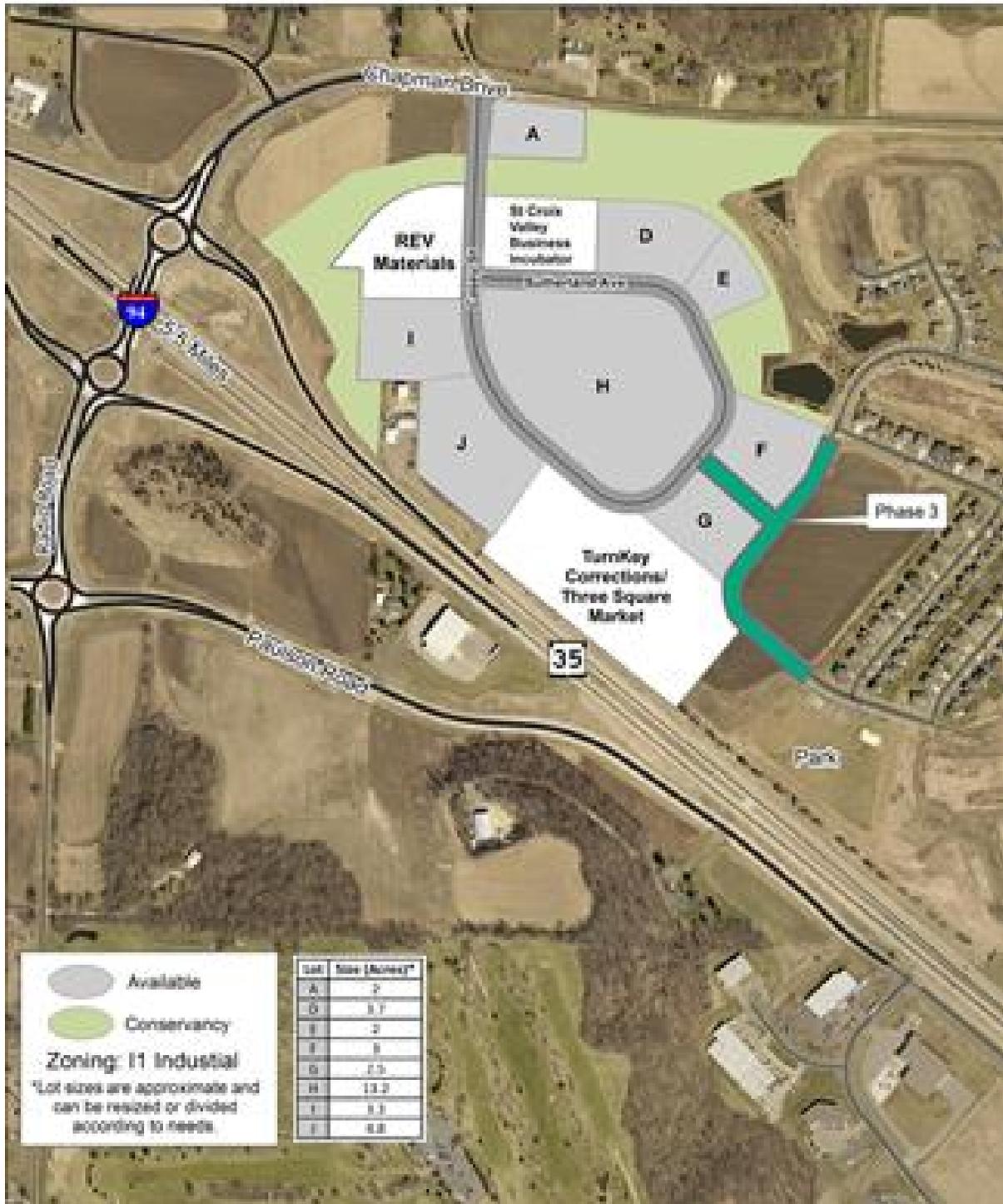
SECTION 3: Preliminary Maps of Original District Boundary and Territory Amendment Area Identified





FID	COMP_NO	PARNO
0	55-276-1150-11-000	23.28.19.1447
1	55-276-1150-17-000	23.28.19.1453
2	55-276-1150-12-000	23.28.19.1448
3	55-276-1150-09-000	23.28.19.1444
4	55-276-1150-09-000	23.28.19.1444
5	55-276-1150-03-000	23.28.19.1438
6	55-276-1150-09-000	23.28.19.1444
7	55-276-1106-10-055	24.28.19.882B
8	55-276-1106-10-100	24.28.19.882C
9	55-276-1105-90-055	24.28.19.880A-10
10	55-276-1150-05-000	23.28.19.1440
11	55-276-1150-04-000	23.28.19.1439
12	55-276-1150-09-000	23.28.19.1444
13	55-276-1150-16-000	23.28.19.1452
14	55-276-1150-07-000	23.28.19.1442
15	55-276-1150-06-000	23.28.19.1441
16	55-276-1150-13-000	23.28.19.1449





SECTION 4: Map Showing Existing Uses and Conditions Within The Territory To Be Added

There will be no change to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original Project Plan Document.

SECTION 5: Preliminary Parcel List and Analysis Within The Territory To Be Added

City of River Falls, Wisconsin Tax Increment District # 10 Base Property Information		Assessment Information				Equalized Value				District Classification						
Street Address	Owner	Acres	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use
Along Chapman and 35	City	18.74	3,748	0	0	3,748	100.00%	3,748	0	0	3,748	3,748	3,748			3,748.00
												Estimated Base Value		3,748		

SECTION 6: Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section 66.1105(4)(gm)4.c., which requires that the equalized value of the Territory to be added to the District, plus the value increment of the District being amended, plus the value increment of all other existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the Territory to be incorporated by this Amendment, plus the increment value of TID No. 10, plus the value increment of all other existing tax incremental districts within the City, totals \$34,95,648. This value is less than the maximum of \$105,516,552 in equalized value that is permitted for the City of River Falls. The City is therefore in compliance with the statutory equalized valuation test and may proceed with amendment of this District.

City of River Falls, Wisconsin	
Tax Increment District # 10	
Valuation Test Compliance Calculation	
District Creation Date	6/24/2014
	Valuation Data Currently Available 2015
Total EV (TID In)	879,304,600
12% Test	105,516,552
Increment of Existing TIDs	
TID #5	21,630,700
TID #6	7,186,100
TID #7	0
TID #8	2,868,800
TID #9	3,022,800
TID #10	245,500
Total Existing Increment	34,953,900
Projected Base of New or Amended District	3,748
Total Value Subject to 12% Test	34,957,648
Compliance	PASS

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The proposed amendment is to add additional territory to the existing District's boundaries. The proposed boundaries to be added to the original District boundary are properties which were not in the City at the time of the District's original creation date. This property is east and south of Chapman Drive and north of Hwy. 35, bordering the existing boundaries of TID 10.

The project costs will not change, nor are there any additional improvements as a result of this amendment. The amended plan does include actual expenditures and expected 2016 expenditures related to the original project plan. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan Document remains in effect.

SECTION 8: Map Showing Proposed Improvements and Uses Within The Territory To Be Added

There will be no change to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original Project Plan Document.

SECTION 9: Detailed List of Updated/Restated Project Costs

The project costs are updated to highlight specific costs occurring in 2016-17 and restates costs included in the original project plan. The statement of kind, number and location of proposed public works and other projects as documented in the Original Project Plan Document remains in effect.

Proposed TIF Project Cost Estimates

City of River Falls, Wisconsin						
Tax Increment District # 10						
Estimated Project List						
Project ID	Project Name/Type	Phase I - Incentives 2016 - 2017	Phase II - Infrast. 2017	Phase III - Infrast. 2019	Future Incentives Year	Total (Note 1)
1	Development Incentives	2,484,090			500,000	2,984,090
2	Streets		125,000	75,000		200,000
3	Water		90,000	65,000		155,000
4	Sanitary Sewer		90,000	65,000		155,000
5	Storm Sewer		100,000	75,000		175,000
6	Grading		112,000	25,000		137,000
7	Electric		80,000	40,000		120,000
8	Engineering		80,000	80,000		160,000
9	Existing County Truck Highway U Capital Costs			425,000		425,000
10	Park Projects		20,000			20,000
11	Chapman Drive Capital Costs		403,000			403,000
Total Projects		2,484,090	1,100,000	850,000	500,000	4,934,090

Notes:
 Note 1 Project costs are estimates and are subject to modification
 Note 2 2016 Development Incentives (includes land reimbursement) are for the Rev Materials, LLC and TVW Equities, LLC Projects & Opal

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the District, as proposed to be amended by the addition of territory, will remain economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the remaining projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City expects to complete the remaining projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the continued implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) an updated projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) an updated cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of \$43,965,230, of which approximately \$24,000,000 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by its Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of its various utility systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

As stated in the original project plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Projects identified will provide the necessary anticipated governmental services and/or development incentives to TID No. 10 including the additional territory. It is anticipated these expenditures will be made during 2016 and later. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective. In any event, all additional Project Costs are to be incurred within the period specified in Wisconsin Statutes Section 66.1105(6)(am).

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement these agreements might include levying of special assessments against benefited properties.

The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of River Falls, Wisconsin				
Tax Increment District # 10				
Estimated Financing Plan				
	Taxable G.O. Bond 2017	G.O. Bond 2017	G.O. Bond 2019	Totals
Projects				
Phase I - Infrastructure (COMPLETED)				
Phase I - Incentives	2,484,090			2,484,090
Phase II - Infrastructure		1,100,000		1,100,000
Phase III - Infrastructure			850,000	850,000
Total Project Funds	<u>2,484,090</u>	<u>1,100,000</u>	<u>850,000</u>	<u>4,434,090</u>
Estimated Finance Related Expenses				
Financial Advisor	23,000	14,000	13,000	
Bond Counsel	14,000	9,000	9,000	
Rating Agency Fee	12,000	9,000	9,000	
Paying Agent	1,000	1,000	1,000	
Underwriter Discount	10.00 25,600	10.00 11,450	10.00 8,950	
Debt Service Reserve				
Capitalized Interest				
Total Financing Required	2,559,690	1,144,450	890,950	
Estimated Interest	0.00% 0	0.00% 0	0.00% 0	
Assumed spend down (months)	0	0	0	
Rounding	310	550	4,050	
Net Issue Size	2,560,000	1,145,000	895,000	4,600,000
Notes:				

Development Assumptions

City of River Falls, Wisconsin Tax Increment District # 10 Development Assumptions											
Construction Year	Actual	TW Equities	REV Materials	Opal	Industrial	Residential	Annual Total	Construction Year			
1 2014	245,500						245,500	1 2014			
2 2015							0	2 2015			
3 2016							0	3 2016			
4 2017		6,500,000	2,600,000	6,000,000			15,100,000	4 2017			
5 2018					3,000,000		3,000,000	5 2018			
6 2019					3,000,000		3,000,000	6 2019			
7 2020					3,000,000	1,000,000	4,000,000	7 2020			
8 2021					3,000,000	1,000,000	4,000,000	8 2021			
9 2022					3,000,000		3,000,000	9 2022			
10 2023					3,000,000		3,000,000	10 2023			
11 2024					3,000,000		3,000,000	11 2024			
12 2025							0	12 2025			
13 2026							0	13 2026			
14 2027							0	14 2027			
15 2028							0	15 2028			
16 2029							0	16 2029			
17 2030							0	17 2030			
18 2031							0	18 2031			
19 2032							0	19 2032			
20 2033							0	20 2033			
Totals	245,500	6,500,000	2,600,000	6,000,000	21,000,000	2,000,000	38,345,500				

Notes:

Increment Revenue Projections

City of River Falls, Wisconsin										
Tax Increment District # 10										
Tax Increment Projection Worksheet										
Type of District	Mixed Use		Base Value	71,500		Apply to Base Value				
District Creation Date	June 24, 2014		Appreciation Factor	0.00%						
Valuation Date	Jan 1,	2014	Base Tax Rate	\$21.38						
Max Life (Years)	20		Rate Adjustment Factor							
Expenditure Periods/Termination	15	6/24/2029	Tax Exempt Discount Rate	2.50%						
Revenue Periods/Final Year	20	2035	Taxable Discount Rate	3.50%						
Extension Eligibility/Years	Yes	3								
Recipient District	No									

Construction Year	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation		
1	2014	245,500	2015	0	245,500	2016	\$21.38	5,249	5,121	5,071
2	2015	0	2016	0	245,500	2017	\$21.38	5,249	10,117	9,971
3	2016	0	2017	0	245,500	2018	\$21.38	5,249	14,991	14,706
4	2017	15,100,000	2018	0	15,345,500	2019	\$21.38	328,099	312,233	300,625
5	2018	3,000,000	2019	0	18,345,500	2020	\$21.38	392,241	658,917	630,882
6	2019	3,000,000	2020	0	21,345,500	2021	\$21.38	456,384	1,052,455	1,002,150
7	2020	4,000,000	2021	0	25,345,500	2022	\$21.38	541,907	1,508,343	1,428,085
8	2021	4,000,000	2022	0	29,345,500	2023	\$21.38	627,430	2,023,304	1,904,562
9	2022	3,000,000	2023	0	32,345,500	2024	\$21.38	691,573	2,577,066	2,411,991
10	2023	3,000,000	2024	0	35,345,500	2025	\$21.38	755,715	3,167,430	2,947,731
11	2024	3,000,000	2025	0	38,345,500	2026	\$21.38	819,857	3,792,280	3,509,289
12	2025	0	2026	0	38,345,500	2027	\$21.38	819,857	4,401,889	4,051,857
13	2026	0	2027	0	38,345,500	2028	\$21.38	819,857	4,996,631	4,576,077
14	2027	0	2028	0	38,345,500	2029	\$21.38	819,857	5,576,866	5,082,570
15	2028	0	2029	0	38,345,500	2030	\$21.38	819,857	6,142,950	5,571,936
16	2029	0	2030	0	38,345,500	2031	\$21.38	819,857	6,695,226	6,044,752
17	2030	0	2031	0	38,345,500	2032	\$21.38	819,857	7,234,032	6,501,580
18	2031	0	2032	0	38,345,500	2033	\$21.38	819,857	7,759,697	6,942,959
19	2032	0	2033	0	38,345,500	2034	\$21.38	819,857	8,272,540	7,369,413
20	2033	0	2034	0	38,345,500	2035	\$21.38	819,857	8,772,876	7,781,445
Totals		38,345,500		0	Future Value of Increment			12,007,671		

Notes:
 Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of River Falls, Wisconsin																									
Tax Increment District # 10																									
Cash Flow Projection																									
Year	Projected Revenues			Expenditures											Balances		Year								
	Tax Increments	Capitalized Interest	Total Revenues	General Obligation Bonds 5,425,000			Taxable G.O. Bond 2,560,000			G.O. Bond 1,145,000			G.O. Bond 895,000			Creation Projected Admin.		Projected Developers Incentives	Total Expenditures	Annual	Cumulative				
				Dated Date: 08/12/14	Rate	Interest	Dated Date: 06/01/17	Principal	Est. Rate	Interest	Dated Date: 06/01/17	Principal	Est. Rate	Interest	Dated Date: 06/01/19	Principal	Est. Rate	Interest							
2015		136,613	136,613			136,613													25,000		161,613	(25,000)	(553,287)	2015	
2016	5,249	9,820	15,069			104,863													25,000		129,863	(114,793)	(668,080)	2016	
2017	5,249		5,249	135,000	3.00%	104,863													25,000		264,863	(259,614)	(927,694)	2017	
2018	5,249		5,249	135,000	4.00%	100,813			134,400					51,525					25,000	100,000	546,738	(541,489)	(1,469,182)	2018	
2019	328,099		328,099	140,000	4.00%	95,413	110,000	3.50%	89,600		55,000	3.00%	34,350						25,000		549,363	(221,263)	(1,690,446)	2019	
2020	392,241		392,241	140,000	4.00%	89,813	115,000	3.50%	85,750		55,000	3.00%	32,700				40,275		25,000	100,000	683,538	(291,296)	(1,981,742)	2020	
2021	456,384		456,384	145,000	4.00%	84,213	120,000	3.50%	81,725		55,000	3.00%	31,050		50,000	3.00%	26,850		25,000		618,838	(162,454)	(2,144,195)	2021	
2022	541,907		541,907	145,000	4.00%	78,413	125,000	3.50%	77,525		55,000	3.00%	29,400		50,000	3.00%	25,350		25,000	100,000	710,688	(168,780)	(2,312,976)	2022	
2023	627,430		627,430	150,000	4.00%	72,613	130,000	3.50%	73,150		60,000	3.00%	27,750		50,000	3.00%	23,850		25,000		612,363	15,068	(2,297,908)	2023	
2024	691,573		691,573	155,000	3.00%	66,613	135,000	3.50%	68,600		60,000	3.00%	25,950		50,000	3.00%	22,350		25,000	100,000	708,513	(16,940)	(2,314,848)	2024	
2025	755,715		755,715	160,000	3.00%	61,963	140,000	3.50%	63,875		65,000	3.00%	24,150		55,000	3.00%	20,850		25,000		615,838	139,878	(2,174,970)	2025	
2026	819,857		819,857	165,000	3.00%	57,163	145,000	3.50%	58,975		65,000	3.00%	22,200		55,000	3.00%	19,200		25,000	100,000	712,538	107,320	(2,067,650)	2026	
2027	819,857		819,857	170,000	3.00%	52,213	150,000	3.50%	53,900		65,000	3.00%	20,250		55,000	3.00%	17,550		25,000		608,913	210,945	(1,856,705)	2027	
2028	819,857		819,857	175,000	3.00%	47,113	155,000	3.50%	48,650		70,000	3.00%	18,300		60,000	3.00%	15,900		25,000		614,963	204,895	(1,651,810)	2028	
2029	819,857		819,857	180,000	3.00%	41,863	160,000	3.50%	43,225		70,000	3.00%	16,200		60,000	3.00%	14,100		25,000		610,388	209,470	(1,442,340)	2029	
2030	819,857		819,857	185,000	3.25%	36,463	165,000	3.50%	37,625		75,000	3.00%	14,100		65,000	3.00%	12,300				590,488	229,370	(1,212,970)	2030	
2031	819,857		819,857	195,000	3.50%	30,450	170,000	3.50%	31,850		75,000	3.00%	11,850		65,000	3.00%	10,350				589,500	230,357	(982,613)	2031	
2032	819,857		819,857	200,000	3.75%	23,625	175,000	3.50%	25,900		75,000	3.00%	9,600		65,000	3.00%	8,400				582,525	237,332	(745,280)	2032	
2033	819,857		819,857	210,000	3.75%	16,125	180,000	3.50%	19,775		80,000	3.00%	7,350		70,000	3.00%	6,450				589,700	230,157	(515,123)	2033	
2034	819,857		819,857	220,000	3.75%	4,125	190,000	3.50%	13,475		80,000	3.00%	4,950		70,000	3.00%	4,350				586,900	232,957	(282,165)	2034	
2035	819,857		819,857				195,000	3.50%	6,825		85,000	3.00%	2,550		75,000	3.00%	2,250				366,625	453,232	171,067	2035	
Total	12,007,671	146,433	12,154,104	3,005,000		1,305,325	2,560,000		1,014,825		1,145,000		384,225		895,000		270,375		375,000	500,000	11,454,750			Total	

Notes:

1. The 2016 and future Development Incentives include but are not limited: cash grants, land reimbursement, first right of refusal, and shares in community solar program.

Projected TID Closure

SECTION 11: Annexed Property

Property within the Territory proposed to be included within the District by Amendment was annexed by the City on or after January 1, 2004. To satisfy the requirements of Wisconsin Statutes Section 66.1105(4)(gm)1, the City pledges to pay to the Town of Troy for each of the next five years an amount equal to the property taxes levied on the annexed property by the Town at the time of annexation.

SECTION 12: Estimate of Additional Property to be Devoted to Retail Business

The City estimates that approximately 5% of the territory within the District, as amended, will be devoted to retail business at the end of the District's maximum expenditure period. This finding is made to fulfill the reporting requirement as contained in Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

SECTION 13: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Amended Project Plan.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of River Falls Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development of the City of River Falls

This amendment contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity.

SECTION 17: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:
Opinion of Attorney for the City of River Falls Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

June 29, 2016

SAMPLE

Mayor Dan Toland
City of River Falls
222 Lewis Stree
River Falls, Wisconsin 54022

RE: City of River Falls, Wisconsin Tax Incremental District No. 10 Amendment

Dear Mayor:

As City Attorney for the City of River Falls, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Section 66.1105 of the Wisconsin Statutes. This opinion is provided pursuant to Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Dan Gustafson (Weld, Riley, Prens & Ricci, S.C.)
City of River Falls

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2014		Percentage		
St. Croix County		2,580,941			46.87%	
Special District		236,426			4.29%	
Municipality		1,003,728			18.23%	
School District		1,686,078			30.62%	
Total		<u>5,507,173</u>				
Revenue Year	St. Croix County	Special District	Municipality	School District	Total	Revenue Year
2016	2,460	225	957	1,607	5,249	2016
2017	2,460	225	957	1,607	5,249	2017
2018	2,460	225	957	1,607	5,249	2018
2019	153,764	14,085	59,799	100,451	328,099	2019
2020	183,824	16,839	71,489	120,089	392,241	2020
2021	213,885	19,593	83,180	139,727	456,384	2021
2022	253,965	23,264	98,767	165,910	541,907	2022
2023	294,046	26,936	114,354	192,094	627,430	2023
2024	324,106	29,690	126,045	211,732	691,573	2024
2025	354,166	32,443	137,735	231,370	755,715	2025
2026	384,227	35,197	149,426	251,008	819,857	2026
2027	384,227	35,197	149,426	251,008	819,857	2027
2028	384,227	35,197	149,426	251,008	819,857	2028
2029	384,227	35,197	149,426	251,008	819,857	2029
2030	384,227	35,197	149,426	251,008	819,857	2030
2031	384,227	35,197	149,426	251,008	819,857	2031
2032	384,227	35,197	149,426	251,008	819,857	2032
2033	384,227	35,197	149,426	251,008	819,857	2033
2034	384,227	35,197	149,426	251,008	819,857	2034
2035	384,227	35,197	149,426	251,008	819,857	2035
<u>5,627,405</u>		<u>515,496</u>	<u>2,188,498</u>	<u>3,676,273</u>	<u>12,007,671</u>	
Notes:						
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.						

MEMORANDUM

TO: Mayor Toland and Council Members

FROM: Julie Bergstrom, Finance Director/Asst. City Administrator

DATE: July 26, 2016

TITLE: **Resolution Approving the Project Plan and Establishing the Boundaries for the Creation of Tax Incremental District No. 12**

RECOMMENDED ACTION

Adopt the resolution designating boundaries and approving the project plan for new tax increment district #12. The proposed district encompasses approximately 5 acres located in Mann Valley near Radio Road. The district is being created for proposed development of an agricultural support building.

Sean Lentz from Ehlers will be at the meeting to present the proposed plan to the Council and answer questions. The plan has been reviewed by the Plan Commission at their July meeting, as well as the Joint Review Board meeting last month.

BACKGROUND

The City purchased 85 acres of land in Mann Valley in 2011 and an additional 240 acres in 2013 to be developed into a corporate park. The City was approached by Winfield Solutions to develop a portion of the property near the University Farm. Creation of a tax increment district requires the property to be within the City limits, and an ordinance annexing approximately 300 acres to the City will be presented to the City Council jointly with the creation of the district.

The area is proposed to be included in a tax increment district in order to recover the initial development costs through increases in the tax base from new construction.

FINANCIAL CONSIDERATIONS

Tax increment districts are created to provide incentives for new development, and must meet the "but for" test. The district, once created, will use the tax revenue from new development to repay upfront costs to provide infrastructure and other expenses in order to serve the development.

CONCLUSION

Council approval of the resolution establishing the district is recommended.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PROJECT PLAN AND ESTABLISHING THE
BOUNDARIES FOR AND THE CREATION OF
TAX INCREMENTAL DISTRICT NO. 12,
CITY OF RIVER FALLS, WISCONSIN**

WHEREAS, the City of River Falls (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 12 (the “District”) is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of St. Croix County, the River Falls School District, and the Chippewa Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 5, 2016 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of River Falls that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 12, City of River Falls", are hereby established as specified in Exhibit A of this Resolution.
2. The District is created effective as of January 1, 2016.
3. The Common Council finds and declares that:
 - (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101, and has been zoned for industrial use.
 - (b) Based upon the findings, as stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.
 - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
 - (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
 - (e) The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
 - (f) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
 - (f) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.
4. The Project Plan for "Tax Incremental District No. 12, City of River Falls" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby

authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

Adopted this _____ day of _____, 2016.

Mayor

City Clerk

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 12
CITY OF RIVER FALLS**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN



June 29, 2016 (DRAFT)

Project Plan for the Creation of Tax Incremental District No. 12

CITY OF RIVER FALLS, WISCONSIN

Organizational Joint Review Board Meeting Held:	Scheduled for: June 29, 2016
Public Hearing Held:	Scheduled for: July 5, 2016
Consideration for Approval by Plan Commission:	Scheduled for: July 5, 2016
Consideration for Adoption by Common Council:	Scheduled for: July 26, 2016
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD



Tax Incremental District No. 12 Creation Project Plan

City of River Falls Officials

Common Council

Dan Toland	Mayor
Diane Odeen	Council Member
Jeff Bjork	Council Member
Scott Morrissette	Council Member
David Cronk	Council Member
Christopher Gagne	Council Member
Hal Watson	Council Member
Todd Bjerstedt	Council Member

City Staff

Lu Ann Hecht	City Clerk
Scot Simpson	City Administrator
Julie Bergstrom	Finance Director/Assistant City Administrator
Buddy Lucero	Community Development Director
Jody Nichols	City Accountant
Dan Gustafson (Weld, Riley, Prens & Ricci, S.C.)	City Attorney

Plan Commission

Dan Toland, Mayor	Vacant
Susan Reese	Lisa Moody
Reid Wronski	Todd Schultz
Scott Morrissette	Mary Van Galen
	Andrew Brown

Joint Review Board

City Representative
St. Croix County
Chippewa Valley Technical College District
River Falls School District
Public Member



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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 12 (the “TID” or “District”) is proposed to be created by the City of River Falls (“City”) as an industrial district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The City anticipates making total project expenditures of approximately \$656,030 to undertake the projects listed in this Project Plan. The City anticipates completing the projects in one phase. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with advances from the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately \$1,700,000 will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2029; 8 years earlier than the 20 year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105 , and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- In order to make the areas included within the District suitable for development, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; development incentive payments, façade, grants and loans, and other associated costs. The City may also incur substantial costs to add capacity to its Wastewater Treatment Plant (or construct a new well, install a lift station, etc.) in order to allow for development to occur within the District. Due to the extensive initial investment in public infrastructure that is required in order to allow development to occur, the City has determined that development of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development of the area is unlikely to occur.
2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
 3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - If approved, the District’s creation would become effective for valuation purposes as of January 1, 2016. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2016 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.
 - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.
 4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.
 5. Based upon the findings, as stated above, the District is declared to be an industrial, District based on the identification and classification of the property included within the District.
 6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that approximately none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.
10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

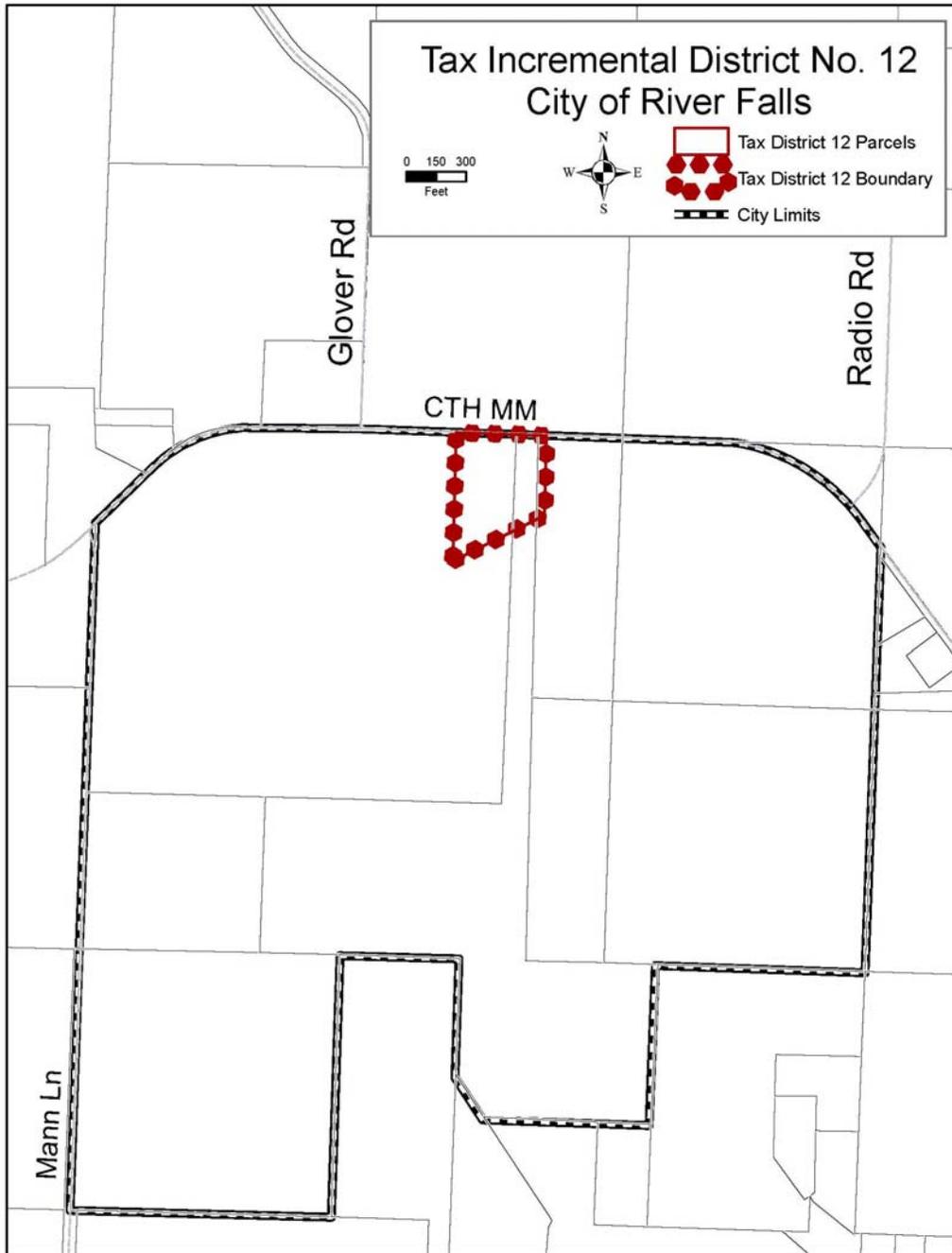
SECTION 2: Type and General Description of District

The District is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. This District is created as an “Industrial District” based upon a finding that at least 50%, by area, of the real property within the District is zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote industrial development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be an industrial District based on the identification and classification of the property included within the district.

SECTION 3: Preliminary Map of Proposed District Boundary



SECTION 4:
Map Showing Existing Uses and Conditions

SECTION 5:
Preliminary Parcel List and Analysis

Computer Number	Acres
040-1132-10-000	12.93
040-1132-10-130	47.25
040-1127-20-225	87.70
	147.88

SECTION 6: Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals \$34,953,900. This value is less than the maximum of \$105,516,552 in equalized value that is permitted for the City of River Falls. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of River Falls, Wisconsin	
Tax Increment District # 12	
Valuation Test Compliance Calculation	
District Creation Date	7/26/2016
	Valuation Data Currently Available 2015
Total EV (TID In)	879,304,600
12% Test	105,516,552
Increment of Existing TIDs	
TID #5	21,630,700
TID #6	7,186,100
TID #7	0
TID #8	2,868,800
TID #9	3,022,800
TID #10	245,500
Total Existing Increment	34,953,900
Projected Base of New or Amended District	0
Total Value Subject to 12% Test	34,953,900
Compliance	PASS

SECTION 7: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The proposed boundaries of the District would be within an area generally described as Mann Valley, which is located on CTH MM and Radio Road.

Proposed projects costs, of approximately \$657,000 may include, but are not limited to: property acquisition for development, property acquisition for conservancy, acquisition of rights-of-way, acquisition of easements, relocation costs, environmental audits and remediation, demolition, site grading, sanitary sewer system improvements, water system improvements, stormwater management system improvements, electric service, gas service, communications infrastructure, Street improvements, Streetscaping and landscaping, contribution to Community Development or Redevelopment Authority, revolving loan/grant program, rail spur, property tax payments to town, cash grants to owners, lessees or developers of land located within the district (development incentives), professional and organizational services, administrative costs, and finance costs.

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development to occur, the City may need to construct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

CDA or RDA Type Activities

Contribution to Community Development or Redevelopment Authority

As provided for in Wisconsin Statutes Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its CDA or RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA or RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its CDA or RDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA or RDA in the program manual. Any funds returned to the CDA or RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA or RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Rail Spur

To allow for development, the City may incur costs for installation of a rail spur to serve development sites located within the District.

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Property Tax Payments to Town

Property tax payments due to the Town under Wisconsin Statutes Section 66.1105(4)(gm)1. as a result of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural;

environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8: Maps Showing Proposed Improvements and Uses





SECTION 9: Detailed List of Project Costs

All costs are based on 2016 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2016 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of River Falls, Wisconsin Tax Increment District # 12 Estimated Project List		
Project ID	Project Name/Type	Phase I 2016 Total (Note 1)
1	Development Incentives	0
2	Cash Grant	200,000
3	Land write down (Including First Right of Refusal)	405,000
4	Community Solar Program	51,030
Total Projects		<u>656,030</u>
Notes: Note 1 Project costs are estimates and are subject to modification Note 2 Development Incentives include but are not limited to: Cash Grants, land write down & first right of refusal, site improvements, and shares in the community solar program.		

SECTION 10: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.
- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of \$43,965,230, of which approximately \$24,000,000 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City’s obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City’s statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Community Development Authority (CDA) or by a Redevelopment Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Development Assumptions

City of River Falls, Wisconsin						
Tax Increment District # 12						
Development Assumptions						
Construction Year		Actual	Winfield Solutions	Annual Total	Construction Year	
1	2016		1,700,000	1,700,000	2016	1
2	2017			0	2017	2
3	2018			0	2018	3
4	2019			0	2019	4
5	2020			0	2020	5
6	2021			0	2021	6
7	2022			0	2022	7
8	2023			0	2023	8
9	2024			0	2024	9
10	2025			0	2025	10
11	2026			0	2026	11
12	2027			0	2027	12
13	2028			0	2028	13
14	2029			0	2029	14
15	2030			0	2030	15
16	2031			0	2031	16
17	2032			0	2032	17
18	2033			0	2033	18
19	2034			0	2034	19
20	2035			0	2035	20
Totals		0	<u>1,700,000</u>	<u>1,700,000</u>		

Notes:

Increment Revenue Projections

City of River Falls, Wisconsin

Tax Increment District # 12

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	0	<input checked="" type="checkbox"/> Apply to Base Value
District Creation Date	July 26, 2016	Appreciation Factor	0.00%	
Valuation Date	Jan 1, 2016	Base Tax Rate	\$21.38	
Max Life (Years)	20	Rate Adjustment Factor		
Expenditure Periods/Termination	15 7/26/2031	Tax Exempt Discount Rate	2.50%	
Revenue Periods/Final Year	20 2037	Taxable Discount Rate	3.50%	
Extension Eligibility/Years	Yes 3			
Recipient District	No			

Construction Year	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt			
							NPV Calculation	Taxable NPV Calculation		
1	2016	1,700,000	2017	0	1,700,000	2018	\$21.38	36,347	35,461	35,118
2	2017	0	2018	0	1,700,000	2019	\$21.38	36,347	70,057	69,049
3	2018	0	2019	0	1,700,000	2020	\$21.38	36,347	103,809	101,832
4	2019	0	2020	0	1,700,000	2021	\$21.38	36,347	136,738	133,507
5	2020	0	2021	0	1,700,000	2022	\$21.38	36,347	168,864	164,110
6	2021	0	2022	0	1,700,000	2023	\$21.38	36,347	200,206	193,679
7	2022	0	2023	0	1,700,000	2024	\$21.38	36,347	230,784	222,248
8	2023	0	2024	0	1,700,000	2025	\$21.38	36,347	260,616	249,850
9	2024	0	2025	0	1,700,000	2026	\$21.38	36,347	289,720	276,519
10	2025	0	2026	0	1,700,000	2027	\$21.38	36,347	318,114	302,287
11	2026	0	2027	0	1,700,000	2028	\$21.38	36,347	345,816	327,183
12	2027	0	2028	0	1,700,000	2029	\$21.38	36,347	372,843	351,237
13	2028	0	2029	0	1,700,000	2030	\$21.38	36,347	399,210	374,477
14	2029	0	2030	0	1,700,000	2031	\$21.38	36,347	424,934	396,932
15	2030	0	2031	0	1,700,000	2032	\$21.38	36,347	450,030	418,627
16	2031	0	2032	0	1,700,000	2033	\$21.38	36,347	474,515	439,589
17	2032	0	2033	0	1,700,000	2034	\$21.38	36,347	498,402	459,842
18	2033	0	2034	0	1,700,000	2035	\$21.38	36,347	521,707	479,410
19	2034	0	2035	0	1,700,000	2036	\$21.38	36,347	544,443	498,316
20	2035	0	2036	0	1,700,000	2037	\$21.38	36,347	566,625	516,583
Totals		1,700,000	0		Future Value of Increment	726,947				

Notes:
 Actual results will vary depending on development, inflation of overall tax rates.
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of River Falls, Wisconsin										
Tax Increment District # 12										
Cash Flow Projection										
Year	Projected Revenues			Expenditures			Balances			Year
	Tax Increments	Other Revenue	Total Revenues	Repayment of Advance from City	Creation and Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2016			0		10,000	10,000	(10,000)	(10,000)	0	2016
2017			0		1,000	1,000	(1,000)	(11,000)	0	2017
2018	36,347		36,347	24,000	1,000	25,000	11,347	347	0	2018
2019	36,347		36,347	35,000	1,000	36,000	347	695	0	2019
2020	36,347		36,347	35,000	1,000	36,000	347	1,042	0	2020
2021	36,347		36,347	35,000	1,000	36,000	347	1,389	0	2021
2022	36,347		36,347	35,000	1,000	36,000	347	1,737	0	2022
2023	36,347		36,347	35,000	1,000	36,000	347	2,084	0	2023
2024	36,347		36,347	35,000	1,000	36,000	347	2,432	0	2024
2025	36,347		36,347	35,000	1,000	36,000	347	2,779	0	2025
2026	36,347		36,347	35,000	1,000	36,000	347	3,126	0	2026
2027	36,347		36,347	35,000	1,000	36,000	347	3,474	0	2027
2028	36,347		36,347	35,000	1,000	36,000	347	3,821	0	2028
2029	36,347		36,347	35,000	1,000	36,000	347	4,168	0	2029
2030	36,347		36,347	35,000	1,000	36,000	347	4,516	0	2030
2031	36,347		36,347	35,000	1,000	36,000	347	4,863	0	2031
2032	36,347		36,347	36,000		36,000	347	5,210	0	2032
2033	36,347		36,347	36,000		36,000	347	5,558	0	2033
2034	36,347		36,347	36,000		36,000	347	5,905	0	2034
2035	36,347		36,347	36,000		36,000	347	6,252	0	2035
2036	36,347		36,347	36,000		36,000	347	6,600	0	2036
2037	36,347		36,347	42,947		42,947	(6,600)	0	0	2037
Total	726,947	0	726,947	701,947	25,000	726,947				Total

Notes: Projected TID Closure

SECTION 11: Annexed Property

Property proposed for inclusion within the District was annexed by the City on or after January 1, 2004. To satisfy the requirements of Wisconsin Statutes Section 66.1105(4)(gm)1., the City pledges to pay to the Town of Troy for each of the next five years an amount equal to the property taxes levied on the annexed property by the Town at the time of annexation.

SECTION 12: Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that 0% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13: Proposed Zoning Ordinance Changes

The City does not anticipate that the District will require any changes in zoning ordinances. And any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 14: Proposed Changes in Master Plan, Map, Building Codes and City of River Falls Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16: Orderly Development of the City of River Falls

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity.

SECTION 17: List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:
Opinion of Attorney for the City of River Falls Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

June 29, 2016

SAMPLE

Mayor Dan Toland
City of River Falls
222 Lewis Street
River Falls, Wisconsin 54022

RE: City of River Falls, Wisconsin Tax Incremental District No. 12

Dear Mayor:

As City Attorney for the City of River Falls, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Dan Gustafson (Weld, Riley, Prens & Ricci, S.C.)
City of River Falls

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2014			Percentage	
St. Croix County		2,580,941			46.87%	
Special District		236,426			4.29%	
Municipality		1,003,728			18.23%	
School District		1,686,078			30.62%	
Total		5,507,173				
Revenue Year	St. Croix County	Special District	Municipality	School District	Total	Revenue Year
2018	17,034	1,560	6,625	11,128	36,347	2018
2019	17,034	1,560	6,625	11,128	36,347	2019
2020	17,034	1,560	6,625	11,128	36,347	2020
2021	17,034	1,560	6,625	11,128	36,347	2021
2022	17,034	1,560	6,625	11,128	36,347	2022
2023	17,034	1,560	6,625	11,128	36,347	2023
2024	17,034	1,560	6,625	11,128	36,347	2024
2025	17,034	1,560	6,625	11,128	36,347	2025
2026	17,034	1,560	6,625	11,128	36,347	2026
2027	17,034	1,560	6,625	11,128	36,347	2027
2028	17,034	1,560	6,625	11,128	36,347	2028
2029	17,034	1,560	6,625	11,128	36,347	2029
2030	17,034	1,560	6,625	11,128	36,347	2030
2031	17,034	1,560	6,625	11,128	36,347	2031
2032	17,034	1,560	6,625	11,128	36,347	2032
2033	17,034	1,560	6,625	11,128	36,347	2033
2034	17,034	1,560	6,625	11,128	36,347	2034
2035	17,034	1,560	6,625	11,128	36,347	2035
2036	17,034	1,560	6,625	11,128	36,347	2036
2037	17,034	1,560	6,625	11,128	36,347	2037
		340,684	31,208	132,492	222,562	726,947

Notes:
 The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Scot Simpson, City Administrator

DATE: July 26, 2016

TITLE: **Development Agreement with WinField Solutions, LLC for the Sterling Ponds Project**

INTRODUCTION

This memorandum summarizes the Developer Agreements provided to WinField Solutions, LLC involving an approximately 13.2 acre lot in Sterling Ponds Corporate Park.

BACKGROUND

As part of the City Administrator's role with Economic Development, I am a contact for businesses that are looking to expand their operations in River Falls. WinField Solutions, LLC approached me regarding a 13.2 acre lot (Lot H in Exhibit 1) in Sterling Ponds Corporate Park.

WinField Solutions, LLC is a wholly owned subsidiary of Land O'Lakes. The company provides agricultural and related technology services to growers and dealers in the United States, Canada, and Mexico through seed development, crop protection products, plant nutrients, and other products and services. WinField Solutions, LLC currently rents 20 acres of land from the University of Wisconsin – River Falls Mann Valley Farm and has conducted research there for 27 years. The company has also operated a small research facility in the Whitetail Corporate Park for a number of years.

DISCUSSION

WinField Solutions, LLC wishes to develop a 52,000 square foot industrial facility on a lot on Casey Street. I drafted a Developers Agreement based on the concepts discussed with the Council in closed session. The Developers Agreement includes the following parameters:

- Minimum 52,000 square foot building
- Substantial completion of the minimum improvements by December 31, 2017
- Tax assessment value of not less than \$6,000,000
- Tax payments for 12 years
- Minimum tax payments will be \$126,000 annually

- Developer commits to maintaining water and wastewater services through the River Falls Municipal Utilities

The attached Developers Agreement is for the 13.2 acre lot (Lot H). The value of the 13.2 acres is \$1,490,000. The agreement provides developers incentives, 90 shares in the community solar program (\$51,030), and other development incentives (\$540,000) for approximately \$2,081,030 in incentives.

CONCLUSION

On July 22, WinField Solutions, LLC submitted site plans for the 13.2 acre lot. City site plan approval and approval of a developer's agreement are required before the project can move forward.



RESOLUTION NO. XXXX

**RESOLUTION APPROVING DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF RIVER FALLS AND
WINFIELD SOLUTIONS, LLC FOR STERLING PONDS CORPORATE PARK**

WHEREAS, the River Falls Economic Development Corporation and WinField Solutions, LLC have worked out an agreement to develop a manufacturing facility in the Sterling Ponds Corporate Park; and

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

WHEREAS, the Common Council has reviewed the Developer's Agreement at their meeting of July 26, 2016, and found the terms and conditions favorable;

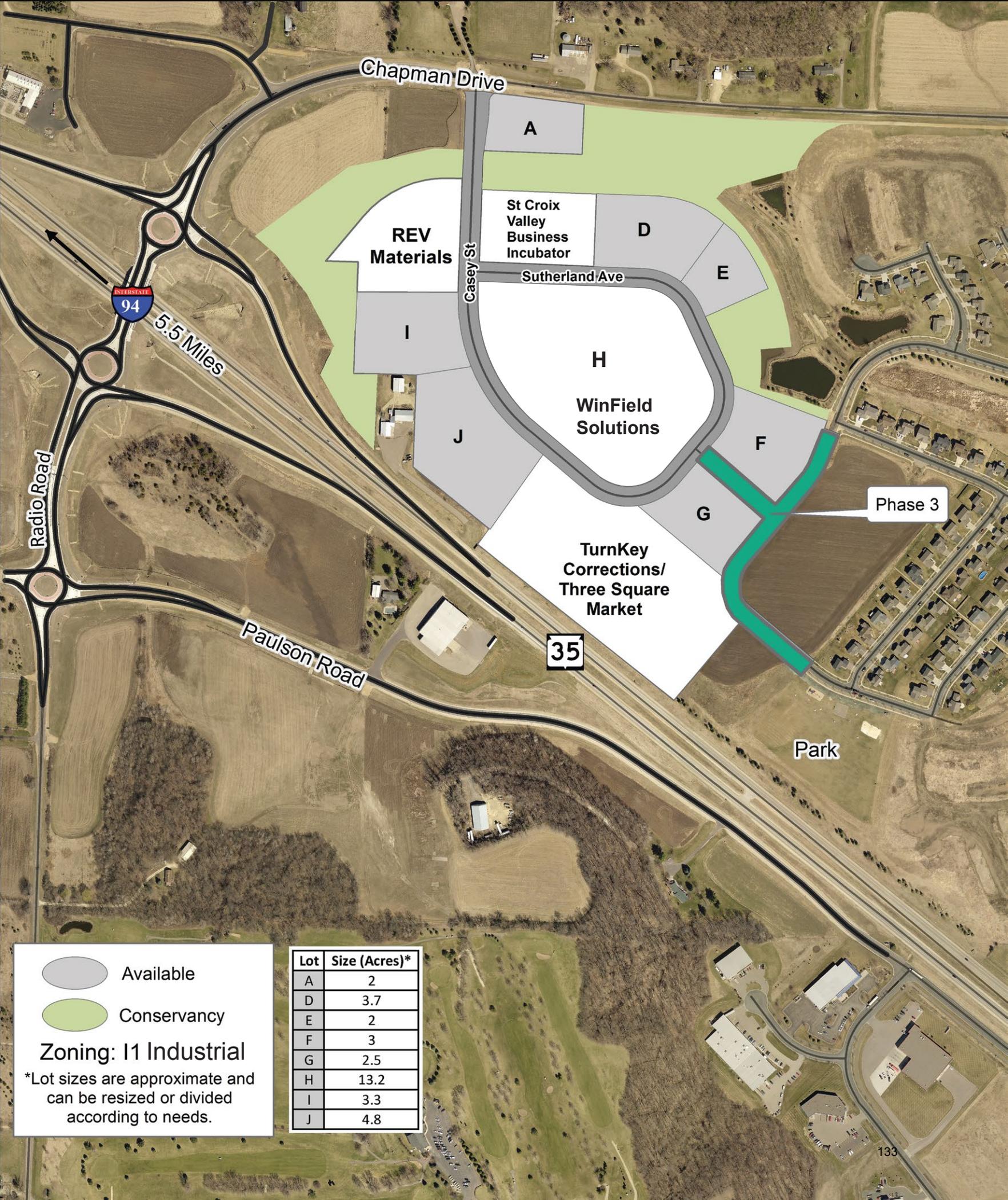
NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the Developer's Agreement between the City of River Falls and WinField Solutions, LLC, and authorizes the City Administrator to finalize the necessary terms and agreements.

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk



Chapman Drive

St Croix Valley Business Incubator

REV Materials

Sutherland Ave

INTERSTATE 94

5.5 Miles

Radio Road

Casey St

Paulson Road

35

Phase 3

TurnKey Corrections/
Three Square Market

WinField Solutions

Park



Available



Conservancy

Zoning: I1 Industrial

*Lot sizes are approximate and can be resized or divided according to needs.

Lot	Size (Acres)*
A	2
D	3.7
E	2
F	3
G	2.5
H	13.2
I	3.3
J	4.8

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF RIVER FALLS
AND
WINFIELD SOLUTIONS, LLC
FOR THE
STERLING PONDS (40) PROJECT**

THIS AGREEMENT, made and entered this ___ day of July 2016, by and between the City of River Falls, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter called "City"), and Winfield Solutions, LLC a Delaware limited liability company (hereinafter called "Developer").

WITNESSETH:

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

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

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

WHEREAS, as of the date of this Agreement there has been prepared by the City a Tax Increment Financing Plan establishing City of River Falls Tax Increment District Number 10 (which plan, as it may be further amended, provided that no amendment shall adversely affect Developer, is hereinafter referred to as the "Tax Increment Financing Plan") and providing for the use of tax increment financing in connection with the development program described below; and

WHEREAS, the City believes that the construction of an approximately 52,000 square foot industrial building, within Tax Increment District Number 10 by Developer pursuant to this Agreement, and fulfillment of the terms 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.

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 AND OCCUPANCY" means a certification, substantially in the form set forth in Exhibit 4 attached to and made part of this Agreement, which shall be provided to Developer or its successors or assigns upon completion of construction of the Minimum Improvements, pursuant to Section 3.3 of this Agreement.

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

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

“CONSTRUCTION PLANS” means the 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. Such plans shall, at a minimum, include for each building or other structure to be constructed on the Development Property, at least the following: (i) site plan; (ii) foundation plan; (iii) electrical plans (iv) basement plans, if any; (v) floor plan for each floor, (vi) cross-section of each (length and width); (vii) elevations (all sides); (viii) landscape plan; (ix) electrical plan, and shall include as well adequate plans, drawings, and specifications relating to all driveways, walks, parking, and other improvements to be constructed upon the Development Property by Developer. Such plans shall be submitted to, and approved by the City prior to commencement of construction.

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

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

"COVENANTS" means the Declaration of Covenants and Restrictions of the Sterling Ponds Corporate Park, Exhibit 1 attached.

"DEVELOPER" means Winfield Solutions, LLC, a Delaware limited liability company.

"DEVELOPMENT DISTRICT" means the real property located within Tax Increment District No. 10, City of River Falls.

"DEVELOPMENT PROPERTY" means the real property located within the development district and described in Exhibit 2 of this Agreement.

"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, 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:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.;

Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.;

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.;

Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and the Federal Pesticide Act of 1978, 7 U.S.C.136 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 52,000 square foot industrial 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.

"RFEDC" means the River Falls Economic Development Corporation.

"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.

"TAX INCREMENT DISTRICT NO. 10" means the City of River Falls Tax Increment Financing District No. 10, 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. 10 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. 10

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

ARTICLE II REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS OF DEVELOPER

Section 2.1. Representations and Warranties by Developer.

Developer represents and warrants that:

(a) Developer is a Delaware limited liability company duly organized, existing, and in good standing under the laws of the State of Delaware, and registered to business in Wisconsin, which 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 corporate charter or by-laws of Developer, or any evidence of indebtedness, contract or instrument of whatever nature to which Developer is now a party or by which it is bound, such that any conflicts or breaches would materially impair the project or deems City security hereunder inadequate.

Section 2.2. Obligations of Developer.

(a) Description. Subject to the terms and conditions of this Agreement, Developer hereby agrees and commits to construct the Minimum Improvements and complete the project within the time limitations of the Agreement. The Minimum Improvements will be constructed according to the Construction Plans to be submitted according to Section 3.1 of this Agreement. The parties understand that Construction Plans may be changed in accordance with Section 3.1 of this Agreement.

(b) Uses. Upon completion of the Minimum Improvements, the uses of the property by Developer shall be for research and development. 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, 2016 Start of construction of the Minimum Improvements.
2. December 31, 2017 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 for the Minimum Improvements, which shall be approved by the City Council prior to the commencement of construction,

(b) If Developer desires to make any material change in the Construction Plans after their approval by the City Council, Developer shall submit the proposed change to the Community Development Department for approval. A material change is one that negatively impacts the project's minimum value by more than five percent (5.0%), or requires approval due to City Ordinance. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 3.1, the CDD shall approve the proposed change; provided, however, that any such approval under this section 3.1(b) shall not constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. Such change in the Construction Plans shall be deemed approved by the CDD unless rejected in writing within 15 days by the CDD with a statement of the CDD's reasons for such rejection. The amount of time required by this process shall be added to and extend performance dates specified in Section 2.2(c).

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, 2016, or such other date as the parties shall mutually agree in writing as an amendment to this Agreement. Subject to Unavoidable Delays or actions of City, Developer shall substantially complete construction of all the Minimum Improvements no later than December 31, 2017. 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/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 Occupancy in substantially the form set forth in Exhibit 4, attached hereto. Such Certificate of Completion and Occupancy shall be a conclusive determination of satisfaction and completion of the minimum improvements necessary for occupancy.

(b) If the City should refuse or fail to provide a Certificate of Completion and Occupancy in accordance with the provisions of this Section 3.3, the City shall, within 15 days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in

accordance with the provisions of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain that Certificate of Completion and Occupancy.

(c) Upon receipt of the written statement reciting in what respect Developer has failed to complete the Minimum Improvements, Developer shall immediately rectify the stated shortfalls by complying with the City's requests. If Developer refuses to comply or disagrees with the City's requests, the parties shall resolve the issues created under the terms of Article XI of this Agreement.

ARTICLE IV GUARANTEES OF DEVELOPER

Section 4.1. Purposes of Guarantees.

Both parties to this Agreement understand that there will be the commitment of and/or expenditure of public monies through the tax increment financing process as a development incentive for the purchase of the land (\$1,490,000), other development incentives (\$540,000), and 90 shares in the community solar program (\$51,030) transferred after the Certificate of Completion and Occupancy is issued, in the approximate amount of \$2,081,030. 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.

Developer shall purchase the Development Property from the City for \$1,490,000.

Section 4.2. Security During Construction.

Developer agrees to execute and deliver to City, commensurate with the receipt of the warranty deed, a note in the principal amount of \$2,030,000 bearing interest at 5.0 percent due on December 31, 2017, and a real estate mortgage securing said note covering the Development Property. The mortgage of the City shall be a second mortgage against the property and shall be subordinate to the mortgagee who is providing the construction financing. The City shall cooperate with Developer's mortgagee in executing such reasonable subordination Agreement as said mortgage may require to assure the relative priorities, with the City having a second mortgage. The City mortgage shall be superior to all other liens, judgments, mortgages or encumbrances, except for easements and restrictions of record.

The issuance of the Certificate of Completion and Occupancy shall constitute full payment and satisfaction of the note and mortgage and upon the issuance of said certificate by City, the City shall then mark the note "paid in full" and satisfy the mortgage of record.

Failure of the Developer to complete the Minimum Improvements and receive a Certificate of Completion and Occupancy under the terms of this Agreement, or failure to pay

the note in full, when due, shall constitute a default of said note and shall immediately subject the Developer to the remedy of foreclosure, in addition to any other remedy available to the City.

Section 4.3. Guaranteed Assessment and Payment.

Developer agrees that the land and Minimum Improvements shall carry a tax assessment value of not less than \$6,000,000 after the Certificate of Completion and Occupancy is issued.

Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of land and Minimum Improvements at a value of \$6,000,000 or less. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement. This waiver of protest and right to contest the assessment shall continue for a period of twelve (12) years after the Certificate of Completion and Occupancy, which is the amount of time necessary to repay, through the increment gain, the financial incentives contained herein. Provided that, after twelve (12) years following the issuance of the Certificate of Completion and Occupancy, the 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 \$6,000,000 during the repayment of the tax increment financing for this project. Regardless of the minimum assessed value of the property which is imposed by this section, the minimum amount of real estate tax the Developer shall pay shall be no less than \$126,000 per year. 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 present for twelve (12) years from the date of the issuance of the Certificate of Completion and Occupancy.

In the event the property is assessed greater than \$6,000,000 during the 12 year period following the Certificate of Completion and Occupancy, the City shall pay to Developer as an additional development incentive, fifty (50) percent of the collected tax increment revenues for the increment exceeding \$6,000,000. [For example, assume that the tax rate is \$0.021 and the property is valued at \$6,100,000. The additional increment would be \$100,000, and in this scenario, the Developer would pay the City \$2,100 in taxes. Under the above-described development incentive, the City would provide a payment to Developer of \$1,050.] This additional development incentive shall only be paid on taxes collected during the first 12 years following the Certificate of Completion and Occupancy.

ARTICLE V CITY OBLIGATIONS

Section 5.1. Tax Increment Financing and Uses Thereof.

(a) The City hereby commits to provide tax increment financing to Developer in the maximum amount of \$2,081,030. The \$2,081,030 worth of tax increment financing shall be used for land and 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 \$2,081,030. 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. 10, as dated June 2014, 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 follow and be bound by the following:

(a) The City shall construct all public utilities, which include street, curb, gutter, electrical, water, sanitary, and storm sewer necessary to serve the development property, at the City's expense. Public utilities, including electrical, water and sanitary sewer services, will be available for hookup at the time the Minimum Improvements are completed. The public improvements shall be constructed at City expense. Developer shall be responsible for paying all utility extensions and laterals necessary to serve the building that run from the mains to the building.

(b) The transfer of a lot approximately 13.2 acres in size described as parcel identification number 276-1150-08-000. The Developer's obligations under this Agreement constitute consideration for the transfer.

(c) 90 shares in the community solar program will be transferred to Developer upon issuance of the Certificate of Completion and Occupancy, pursuant to Section 3.3 of this Agreement.

**ARTICLE VI
OTHER PERFORMANCES**

Section 6.1. Excesses.

The specified amounts identified in this Agreement shall be the maximum Tax Increment liability of the City and the City shall not be obligated to pay from Tax Increment Funds any amount in excess of those delineated in this Agreement.

Section 6.2. Installation of Improvements.

Developer shall be completely responsible for the installation of all private utilities and the Minimum Improvements, and none of the project shall be constructed by the City except for the public improvements. The City's obligation herein is to provide the amounts of tax increment financing for the purposes specified in Section 5.1, transfer the real estate, and construction of the public improvements.

**ARTICLE VII
ASSIGNMENT AND TRANSFER**

Section 7.1. Representation as to Redevelopment.

Developer represents and agrees that its undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. Developer further recognizes that, in view of:

- (a) The importance of the development of the Development Property to the general welfare of the community; and
- (b) The substantial financing and other public aids that have been made available by the City for the purpose of making such development possible;

That the Minimum Improvements will be constructed in a timely and workmanlike manner.

Section 7.2. Assignment and Transfer.

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 ten years of issuance of a Certificate of Completion and Occupancy, Developer shall reimburse the City at the time of sale for the City's cost of Sterling Ponds Corporate Park acquisition and development of \$2,081,030. 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.

**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, 2017, subject to Unavoidable Delays and performances by City.

(b) Failure by Developer to substantially observe or perform any material covenant, condition, obligation or Agreement on its part to be observed or performed under this Agreement.

(c) Failure to pay any monetary obligation imposed by this Agreement.

Section 8.2. Remedies on Default.

(a) If Developer fails to complete the construction of the Minimum Improvements contained herein, or fails to obtain a Certificate of Completion and Occupancy as called for in this Agreement, the City may immediately commence foreclosure proceedings for the foreclosure of the note and mortgage executed by Developer pursuant to Section 4.2 of this Agreement. Provided, however, that the City may not commence foreclosure or enforce any other remedy during procedures under article XI. 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**

(a) 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 site, 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 clean up 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.

(b) In the event Hazardous Materials or underground storage tanks are discovered on the Development Property, Developer may terminate this Development Agreement without further obligation to any party by delivering written notice of its election to City within 60 days of the discovery of such contamination.

ARTICLE X ADDITIONAL PROVISIONS

Section 10.1. Restrictions on Use.

Developer agrees for itself, its successors and assigns and every successor in interest, to the Development Property, or any part thereof, that Developer and such successors and assigns shall devote the Development Property to, and only to, and in accordance with, the uses specified in this Agreement and land covenants, said covenants attached hereto as Exhibit 1.

Section 10.2. Conflicts of Interest.

No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Development Project only if a full disclosure is made to the Common Council of the City, and it does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount that may become due to Developer or successor, or on any obligation under the terms of the Agreement.

Section 10.3. Title of Articles and Sections.

Any titles of the several parts, articles and sections of the Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands.

Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and (a) in the case of Developer as addressed to or delivered personally to the company at: Attention: Winfield Solutions, LLC., 1080 County Rd F West, Shoreview, MN 55126 (b) in the case of the City as addressed to or personally delivered to the City at: City Hall, 222 Lewis Street, River Falls, WI 54022, Attention: City Administrator, with

copy to City Clerk; or at such other addresses with respect to either such party as that party may, from time to time, designate in writing, and forward to the other as provided in this section.

Section 10.5. Counterparts.

This Agreement is executed in any number of counterparts, each of which shall constitute one in the same instrument.

Section 10.6. Law Governing.

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

Section 10.7. Recording.

This Agreement shall be recorded in the chain of title to all affected properties hereunder.

Section 10.8. Release of All Oral or Written Agreements.

Upon the signing of this Agreement, all prior oral and written Agreements between the City and Developer are terminated and released, as this document contains the complete Agreement between the parties with respect to the development Property and construction of the Minimum Improvements.

Section 10.9. Hold Harmless and Indemnification.

Developer shall indemnify and hold City harmless from and against all claims, damages, losses or expenses, including attorney's fees, which the City may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts, or obligations in consequence of breaches of this Agreement by Developer, its employees, agents, or subcontractors. City shall indemnify and hold Developer harmless from and against all claims, damages, losses, or expenses, including attorney's fees, which Developer may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts or obligations in consequence of breaches of this Agreement by City, its employees, agents, or subcontractors.

Section 10.10. Guarantee and Warranty of Site Improvements by Developer.

Developer shall warrant and guarantee the construction, installation, quality, and reliability of the public site improvements that become the construction responsibility of Developer under section 5.2(a) of this Agreement for period of one year from the time the public improvement is accepted by City. The City will obtain one-year guarantees from all subcontractors who perform the City's site improvement obligations under section 5.2(a), or will guarantee all site improvements that the City itself constructs, for a period of one year.

Section 10.11. Resolutions and Attorney's Letter.

Developer warrants that it has adopted a corporate resolution authorizing the signing of this Agreement, and the City warrants that a resolution has been passed by the Common Council authorizing the signing of this document. Developer shall provide City with a letter from its attorney stating that the signing officers of Developer hold such designated positions, and have authority to so sign.

**ARTICLE XI
GRIEVANCE PROCEDURE**

In the event Developer disagrees with the City's requested changes or additions in the Minimum Improvements such that a Certificate of Completion should issue, then each party shall, within 15 days of written notice of disagreement of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree within 10 days, then upon the request of the City or Developer such third arbitrator shall be selected by a judge of a court of record in the county and state in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall then be binding upon Developer and the City, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration. Unless the parties otherwise agree, the arbitration shall be conducted in St. Croix County, Wisconsin, and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

**ARTICLE XII
AMENDMENTS**

The Developer and the City agree that all efforts have been made to accurately identify the costs of the project and the value of the Minimum Improvements that are the basis for the utilization of tax increments necessary to amortize public expenditures related to this project.

If conditions change during the course of the construction of the Minimum Improvements, both parties agree to use their best efforts to resolve the increased cost associated with a changed condition. Said effort shall be fully documented and presented to the Common Council for approval. Upon full identification and documentation of the changed condition, the Council shall have 15 days to review and approve the change. Said approval shall be in the form of a written amendment to this Agreement.

Should a changed condition result in an increased public expenditure, the Developer acknowledges that an additional corporate payment or guarantee may be necessary to cover any shortfall in property taxes from the Minimum Improvements to the Development Property to cover public expenditures.

No provision, performance or obligation imposed by this Agreement may be amended, modified, supplemented or terminated without the written mutual consent of the parties hereto.

Notwithstanding the above, nothing in Article XI 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

Scot E. Simpson, City Administrator

Winfield Solutions, LLC

ATTEST:

Lu Ann Hecht, City Clerk

List of Exhibits

- Exhibit 1 - Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 10, as dated June 2014
- Exhibit 2 - Declaration of Covenants and Restrictions of the Sterling Ponds Corporate Park
- Exhibit 3 - Description of Real Property
- Exhibit 4 - Form of Certificate of Completion and Occupancy

EXHIBIT 1

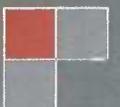
**TERMS AND CONDITIONS OF TAX INCREMENT FINANCING PLAN, TAX
INCREMENT DISTRICT NO. 10, AS DATED JUNE 2014**

2016

STERLING PONDS CORPORATE PARK

DEVELOPMENT COVENANTS AND DESIGN
GUIDELINES

City of River Falls, Wisconsin





R 3 5 3 8 4 5
Tx:4294284

**DEVELOPER'S AGREEMENT
STERLING PONDS CORPORATE PARK**

Document Number

**1025262
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
RECEIVED FOR RECORD
02/23/2016 3:02 PM
EXEMPT #:
REC FEE: 30.00
PAGES: 19**

PLEASE TAKE NOTICE that a Development Covenants and Design Guidelines exists for the Sterling Ponds Corporate Park in the City of River Falls, County of St. Croix, State of Wisconsin.

Restrictive covenants cover the Sterling Ponds Corporate Park, described as follows:

A parcel of land located in part of the SE1/4 of the NE1/4, the NE1/4 of the SE1/4 and the SE1/4 of the SE1/4 of Section 23, and also in part of the SW1/4 of the NW1/4, the NW1/4 of the SW1/4 and the SW1/4 of the SW1/4 of Section 24, all in T28N, R19W, City of River Falls, St. Croix County, Wisconsin; described as follows:Commencing at the E1/4 corner of said Section 23; thence along the east and west quarter line of said Section 23 N88°56'58"W a distance of 1301.17 feet to the southwest corner of said SE1/4 of the NE1/4 and the point of beginning; thence along the west line of said SE1/4 of the NE1/4 N00°22'15"E a distance of 881.98 feet to the centerline of Chapman Drive; thence along said centerline S84°14'11"E a distance of 705.13 feet to the point of curvature of a 10,000.00 foot radius curve, concave northerly, with a central angle of 05°23'43", a chord that bears S86°56'02.5"E and measures 941.31 feet; thence easterly along said centerline and the arc of said curve a distance of 941.65 feet to the point of tangency; thence continuing along said centerline S89°37'54"E a distance of 261.07 feet; thence S00°22'06"W a distance of 50.00feet; thence S83°38'28"W a distance of 54.43 feet; thence S65°23'24"W a distance of 64.57 feet; thence S51°47'14"W a distance of 60.96 feet; thence S34°44'33"W a distance of 96.04 feet; thence S18°00'17"W a distance of 47.07 feet; thence S72°34'05"W a distance of 301.41 feet; thence S41°04'31"W a distance of 54.52 feet; thence S47°58'20"E a distance of 86.92 feet; thence S42°30'21"E a distance of 87.66 feet to the northwest corner of Outlot 1 of the plat of Sterling Ponds; thence, the following courses are along the boundary line of said Outlot 1, S37°00'34"E a distance of 85.91 feet; thence S31°29'13"E a distance of 88.48 feet; thence S25°56'39"E a distance of 86.56 feet; thence S20°30'04"E a distance of 85.32 feet; thence S14°57'16"E a distance of 89.84 feet; thence S09°19'27"E a distance of 87.95 feet; thence S83°27'39"W a distance of 125.00 feet to the beginning of a 780.00 foot radius curve, concave westerly, with a central angle of 11°08'45", a chord that bears S00°57'58.5"E and measures 151.49 feet; thence southerly along the arc of said curve a distance of 151.73 feet to the beginning of a 15.00 foot radius curve, concave southwesterly, with a central angle of 83°56'28", a chord that bears S37°21'50"E and measures 20.06 feet; thence along the arc of said curve a distance of 21.98 feet to the beginning of a 1533.00 foot radius curve, concave southerly, with a central angle of 05°15'25", a chord that bears S76°42'21.5"E and measures 140.60 feet; thence easterly along the arc of said curve a distance of 140.65 feet; thence S15°55'21"W a distance of 66.00 feet to the beginning of a 1467.00 foot radius curve, concave southerly, with a central angle of 04°21'56", a chord that bears S71°53'41"E and measures 111.75 feet; thence southeasterly along the arc of said curve a distance of 111.78 feet to the point of tangency; thence S69°42'43"E a distance of 12.21 feet to the point of curvature of a 15.00 foot radius curve, concave southwesterly, with a central angle of 90°00'00", a chord that bears S24°42'43"E and measure 21.21 feet; thence southerly along the arc of said curve a distance of 23.56 feet; thence S69°42'43"E a distance of 143.35 feet to the beginning of a 15.00 foot radius curve, concave southeasterly, with a central angle of 90°00'00", a chord that bears N65°17'17"E and measures 21.21 feet; thence northerly along the arc of said curve a distance of 23.56 feet to the point of tangency; thence S69°42'43"E a distance of 143.35 feet; thence, leaving the boundary of said Outlot 1, S20°17'17"W a distance of 105.99 feet; thence S38°26'55"W a distance of 1226.09 feet to the northerly line of State Trunk Highway "35"; thence along said northerly line of the highway N53°08'18"W a distance of 1021.87 feet; thence continuing along last said line N37°21'20"E a distance of 80.00 feet; thence continuing along last said line N52°38'40"W a distance of 405.37 feet to the east line of an existing small tract; thence along said east line N00°19'40"E a distance of 376.61 feet to the northeast corner thereof; thence along the northerly line of said small tract N89°40'20"W a distance of 160.00 feet to the west line of said NE1/4 of the SE1/4; thence along last said west line N00°19'40"E a distance of 378.61 feet to the point of beginning. Containing 76.66 acres more or less.

Return address:

Lu Ann Hecht, City Clerk
222 Lewis Street
River Falls, WI 54022

Parcel Identification Number (PIN)

- 276-1150-04-000
- 276-1150-06-000
- 276-1150-07-000
- 276-1150-08-000
- 276-1150-09-000
- 276-1150-13-000

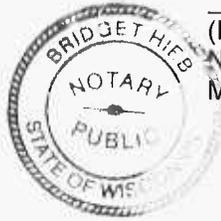
Dated this 23 day of February, 2016

FOR THE CITY OF RIVER FALLS

Lu Ann Hecht
Lu Ann Hecht, City Clerk

Personally came before me this 23 day of February, 2016, the above named Lu Ann Hecht to me known to be the person who executed the foregoing instrument and acknowledged the same.

Bridget Hieb
(Print name)



Notary Public, Pierce County
My Commission expires 1-8-17

Bridget Hieb

This instrument was drafted by:
Angie Bond
City of River Falls
222 Lewis Street
River Falls, WI 54022





STERLING PONDS
CORPORATE PARK

DEVELOPMENT COVENANTS
AND
DESIGN GUIDELINES

River Falls, Wisconsin

**STERLING PONDS CORPORATE PARK
DEVELOPMENT COVENANTS AND
DESIGN GUIDELINES**

I. OBJECTIVES

Sterling Ponds Corporate Park is being developed to provide options for manufacturing companies and professional offices seeking high visibility, high value, convenient, and affordable locations to meet strategic objectives and to provide a pleasant and productive working environments, within the Twin Cities metropolitan area while preserving the rural and natural character of the local environment.

Sterling Ponds Corporate Park is a venture of the City of River Falls aimed at creating new employment opportunities, additional property valuation, diversification of the local economic base, and expansion of the City's reputation as an excellent business location.

II. GENERAL DECLARATION

Covenants and design guidelines set forth for the Sterling Ponds Corporate Park are in furtherance of a specific plan to encourage consistent and compatible development of the subject property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property. Covenants and design guidelines shall run with all of the subject property for all purposes and shall be binding upon and inure to the benefit of the City and all property owners, occupants, and their successors in interest.

All lots in the Park shall be subject to all easements, buffers, common areas, green areas, streets, trails and areas dedicated to the public and other restrictions shown on Certified Survey Maps or plats for the Park, and all conveyances of lots shall be subject to same.

III. GOVERNANCE

Sterling Ponds Corporate Park is a venture of the City of River Falls and is managed by the River Falls Economic Development Corporation (RFEDC), which is primarily responsible for Park planning and development, marketing, development agreements terms and conditions, and tenant relations. All development agreements shall be reviewed by the RFEDC Board of Directors and approved by the Common Council.

IV. REGULATION OF USES

A. Permitted Primary Uses

It is the intention of RFEDC to encourage a mix of Manufacturing, Distribution, including Distribution with a showroom to the Trades (except as prohibited below), research and development, experimental and testing laboratories, engineering, and professional office uses as permitted by zoning. All proposed uses shall be evaluated

Development Covenants and Design Guidelines

based upon criteria established by the RFEDC or the Common Council upon advice of the Plan Commission. Said criteria shall take into consideration the impacts the proposed use shall have upon the community and the Park. Such criteria may include both qualitative and quantitative factors and/or Performance Standards which will allow the RFEDC to carry out the terms of its Management Agreement with the City of River Falls and further to evaluate the potential impact of a use or facility on utilities, roads, the Park's mix of existing uses, the local economy and the natural environment. Review and approval of the location of uses will be at the discretion of the Architectural Review Committee. All approved uses shall respect the unique nature of the entire setting. All uses shall demonstrate a positive relationship between the cost of the community's investment in developing the Park and the benefits provided by the use prior to a Development Agreement being submitted to the Common Council.

Businesses that are considered to be amenities specifically contributing to the mix of Sterling Ponds Corporate Park and Neighborhood features and/or services, including but not limited to health clubs, child care facilities, lending institutions/automated teller machines, worker training and other educational centers, government offices, restaurants, neighborhood commercial, health care providers (i.e. family medicine and dental offices), corporate offices and communication centers (but specifically excluding retail operations and theaters) may be considered for inclusion in the Park and shall be evaluated as to the supportive function provided to the primary land uses. Such uses shall be evaluated in an inclusionary manner on the basis of their importance and necessity to the primary land uses.

B. Prohibited Primary Uses

The uses, which are permitted under the I-1 District, which shall be prohibited within the Sterling Ponds Corporate Park shall include but not limited to: truck terminals; motor vehicle repairing or maintenance facilities, storage yards; heavy equipment repair and storage; feed stores; freight terminals and yards; mobile home sales; petroleum refining; mineral extraction; rendering; disposal, or incinerator operations; smelting of primary ores for metal extraction; parking lots or service operations not permitted above. Uses which pose an unreasonable risk of hazard, including fire, explosion, or the emission of odor or toxic gases shall be prohibited. The RFEDC or the Common Council upon advice of the Planning Commission may establish criteria and/or standards in addition to those contained herein in order to fully evaluate any use in order to determine if it shall be prohibited.

C. Condition of Property

All properties shall be kept in a safe, clean, and wholesome condition. Owners and tenants must comply at all times and at their own expense with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, and

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directives. Regular and frequent removal of and proper disposal of any industrial waste, by-products or rubbish accumulating on each lot is required.

D. Maintenance and Repairs

All lots and improvements shall be constructed, kept, and maintained by the owner or occupant in first class condition, repair, and appearance. All repairs, alterations, replacements, or additions to improvements shall be at least equal to the original work in class and quality.

E. Public Utilities

No improvements, additions, or other changes to public utilities are permitted without the consent of the appropriate Utility authorities prior to construction or implementation.

F. Utility Lines and Antennas

Underground or concealed placement only, except that temporary placement of above ground utilities is permitted during reasonable construction periods. Antennas necessary for the conduct of business may be erected only with the approval of the Architectural Review Committee. Antennas that present a cluttered roof view, that detract from the Park atmosphere, or that interfere with the operations of other owners in the Park are not permitted. The Architectural Review Committee shall be the final authority with respect to location and shall consider the Sterling Ponds Master Site Plan in its decision.

V. DEVELOPMENT STANDARDS

A. Setbacks

Minimum Setbacks are as follows:

Front Yard	20 feet
Side Yard	20 feet
Rear Yard	40 feet

Sufficient setbacks shall be required to allow for access by emergency vehicles around all buildings and structures. Criteria shall include the need for buffering via berms and landscape materials, adjacent lots, buildings and structures, utilities, vegetated areas. Exceptions to setback requirements include landscaping, sidewalks, steps, paving, planters, fences, and utilities. Any land uses not covered within this section shall be administered by the requirements of the zoning code of the City of River Falls.

B. Site Coverage (building density)

Development Covenants and Design Guidelines

The building-to-site ratio shall not exceed 65% of site coverage, and total site coverage including all buildings and paved areas shall not exceed 75% of gross lot area. A minimum of 25% of the site shall be devoted to green area

C. Minimum Lot Size

Minimum lot size shall be 2 acres. The River Falls Economic Development Corporation and the Architectural Review Committee reserves the right to approve smaller parcels provided sound design and environmental or site conditions are provided in each site plan.

D. Minimum Building Size

Minimum building size shall be as follows: Industrial 20,000 gross sq. ft. *
Business/office 15,000 gross sq. ft.*

* Please note: the Sterling Ponds Corporate Park may allow the development of multiple-tenant facilities through the use of zero-lot lines contingent upon the overall structure meeting the minimum building size requirements of these covenants upon approval by the Architectural Review Committee and the City.

E. Building Heights

Building height is 35' maximum or as permitted by zoning. Higher buildings may be permitted if approved by the Architectural Review Committee and the City, considering setback criteria; avoidance of excessive density; impact on other properties; impervious surface and stormwater management impact; and fire protection needs. In such cases, the City of River Falls will have final reviewing authority through variance procedures. Structures higher than 20 feet shall contain architectural features designed to punctuate the facade of the building and bring the structure into a unified relationship with its surroundings. Elevation drawings shall be prepared to evaluate the scale and impact of such structures.

F. Construction Materials

One dominant material should be selected and expressed with its own natural integrity. Materials which convey permanence, substance, timelessness, and restraint are required. Low maintenance should be a major consideration. Materials shall blend with those existing in the adjacent area of the Park. Pre-engineered metal buildings featuring painted exteriors and corrugated metal-sided buildings shall not be approved. Considerations may be given to metal-sided buildings with fascia improvements upon review and approval by Architectural Review Committee. Due to the location and proximity of the Corporate Park to a residential neighborhood, building design and use of material shall compliment the atmosphere and be visually appealing to residential areas.

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G. Signage

All signs must be approved by the Architectural Review Committee and the City. No rooftop or pylon signs, fluorescent colors, flashing lights, or moving signs are permitted. Exterior lighting fixtures are not permitted unless the light source (e.g. the fixture) is not visible from roadways. A maximum area of 120-sq. ft. is permitted with a maximum height of 8 feet. Signs advertising products or services other than those produced or provided on the premises or by affiliates are prohibited.

H. Lighting

All lighting potentially visible from an adjacent street except for bollard lighting less than 42" high shall be indirect or shall incorporate a full cut-off shield-type fixture. The parking lot illumination level shall achieve a uniformity ratio of 3 to 1 (average to minimum) with a maintained average of 1 foot-candles and a minimum of 0.3 foot-candles. Service area lighting shall be contained within the service yard's boundaries and enclosure walls. The light source shall not be visible from the street. Building illumination and architectural lighting shall be indirect in character and allowed only at the main entry to the building.

Lots adjacent to residential development utilizing building illumination and architectural lighting shall pay particular attention to overall illumination the building is producing. Lots adjacent to residential development utilizing this type of lighting are required to provide screening of this light to the residential development.

I. Parking

All driveways and parking areas shall be surfaced with asphalt or concrete paving, and curbed with cast-in-place barrier concrete curbs. Temporary and exceptions may be granted by the Architectural Review Committee when appropriate for plans that incorporate phased construction and or alternative curbs are appropriate for design implementation. Parking areas shall have painted stalls, divider lines and directional arrows as needed for the protection and designation of vehicular traffic patterns. No on-street parking is permitted. Separate areas shall be designated for automobile parking and loading/commercial/storage uses.

Island plantings of overstory trees, that in 15 years, will achieve 30 % shading of parking lot areas, are required for parking areas accommodating more than 20 vehicles. Species of trees and spacing will be reviewed by the Architectural Review Committee and approved by the City.

All parking areas shall be designed to assure that the visual and environment effects of large paved areas and standing automobiles is minimized. Boulevard islands shall be utilized whenever possible.

Development Covenants and Design Guidelines

J. Loading and Storage

No materials, supplies or equipment shall be stored in any area on a lot except inside a closed building or behind a visual barrier screening such areas from the view of adjoining properties and public streets within the side or rear yard areas. Garbage and refuse containers shall be concealed from the view of adjoining properties and public streets by means of screening walls that complement the exterior of the adjoining building. Loading areas are permitted on building sides facing public streets or highways, provided they are recessed or architecturally treated to integrate this function with both the building and the site.

K. Landscaping

All areas on any lot not used for buildings, storage, parking, walkways, access roads, or loading areas shall be suitably graded and drained, seeded or sodded grass, watered, maintained and landscaped with greens and shrubs so as to provide a park-like setting and to screen parking and road areas.

Landscaping plans are required for all developments and are subject to the approval of the Architectural Review Committee and City as part of the site plan approval process. All lots shall be landscaped within 90 days of substantial completion of construction and issuance of Certificate of Occupancy in accordance with approved plans, weather permitting.

The landscape design should be complementary to common areas, the neighborhood areas, and previously developed areas. Landscape design is encouraged to include park-like characteristics. Plantings should provide for seasonal interest and should include a selection of coniferous and deciduous plants specifically adjacent to neighborhood areas. Natural landscapes and indigenous vegetation shall be permitted and are encouraged in those areas not associated with the formal entries and common areas of buffers between properties that may be negatively impacted by said landscape. Annual flowers are recommended to accent or supplement to basic permanent landscape plan.

Landscaping must be maintained in a sightly and well-kept condition. If landscaping is not properly maintained by the owner, the RFEDC may undertake such maintenance as may be necessary and shall charge the cost of such maintenance to the owner, and such charge shall be collectible as an assessment, and City shall have a lien therefore.

Lots adjacent to residential development shall be screened from road right-of-way and adjacent residential sites by earth berms and/or evergreen plantings to assure that the visual and negative environment effects of large paved areas, standing automobiles and overall buildings is minimized and that the effect of the natural landscape and the architecture dominates.

Development Covenants and Design Guidelines

L. Amenities

Maintenance of trails, bicycle/pedestrian paths, sidewalks, and other site-related amenities along major thoroughfares of the Sterling Ponds Corporate Park on lots is the responsibility of the owner or occupant.

M. Subdivision

No lot may be subdivided, and no portion of a lot may be sold or otherwise conveyed, without the written consent of the RFEDC, Planning Commission, and Common Council.

VI. PERFORMANCE STANDARDS

A. Noise

All noise shall be muffled or otherwise controlled so as not to become objectionable due to intermittence, duration, beat, frequency, impulse character, periodic character, or shrillness. Sound levels at the property boundary of any individual parcel shall not exceed the following decibel levels:

Frequency, Cycles Per Second	Maximum Sound Level - Decibels	
	7 a.m. - 10 p.m.	10 p.m. - 7 a.m.
0 - 75	72	67
75 - 150	67	62
150 - 300	59	54
300 - 600	52	47
600 - 1200	46	41
1200 - 2400	40	35
2400 - 4800	34	29
over 4800	32	27

B. Vibration

There shall be no operation or activity which would cause ground transmitted vibrations in excess of the limits set forth below the boundary of this district under any conditions, nor beyond the property line if it would adversely affect any other use within the district.

Frequency, Cycles per second	Maximum Permitted Displacement Along Sub-Division Boundaries (in inches)
	0 to 10
10 to 20	.0005
20 to 30	.0002
30 to 40	.0002
40 and over	.0001

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C. Smoke

Industries which operate on coal and produce smoke will not be permitted in the Park, and no operation may produce obnoxious or continuous smoke, as measured at the point of emission, by any means.

D. Fumes and Gases

Fumes or gases shall not be emitted at any point in concentrations or amounts that are noxious, toxic or corrosive. In no event shall the emission of fumes or gases from a facility exceed at the point of emission any standards set forth in any law, regulation or ordinance of any federal, state, or local entity or agency having jurisdiction.

E. Dust

Solid or liquid particles shall not be emitted at any point in concentrations exceeding 0.3 grains per cubic foot of the conveying gas or air.

F. Odors

Obnoxious odors shall not be permitted. Measurements shall be at the property line.

G. Fire or Explosive Hazard

All operations shall be carried on with reasonable precautions against fire and explosion hazards. Buildings shall be constructed in accordance with all applicable codes regarding such hazards.

H. Toxic Matter

No use shall, for any period of time, discharge across the boundaries of the parcel wherein it is located, toxic matter in such concentrations as to violate any existing regulations or be detrimental to, or endanger the public health, safety, comfort, or welfare, or cause injury or damage to property or individuals.

I. Liquid Waste

No waste shall be discharged into a storm sewer or drainage area except clear and unpolluted water. All waste discharged into the City's sanitary sewer shall meet the requirements established by the State of Wisconsin and the City of River Falls.

J. Electrical Emissions

There shall be no electrical emission beyond the property line which would adversely affect any other use.

Development Covenants and Design Guidelines

K. Glare and Heat

There shall be no reflection or radiation, directly or indirectly, of glare or heat beyond the boundary of this district under any conditions, nor beyond the property line if it would adversely affect any other use within the district.

L. Ionizing Radiation

No operations in the Park shall cause any dangerous radiation, at any property line, in accordance with the United State Atomic Energy Commission, Title 10, Chapter1, Part 20 “Standards for Protection Against Radiation” dated August 9, 1986 (or any subsequent revisions of these regulations), the Radiation Protection Standards issued by the Federal Radiation Council, and the National Committee Radiation Handbook.

M. Compliance Generally

All activities must comply with all laws, regulations, ordinances, and standards established by any authority having jurisdiction with regard to such activities.

VII. ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee will review and recommend to the City all plans for development in the Park. The Committee shall consist of five (5) representatives of the River Falls Economic Development Corporation, four (4) representatives of Sterling Ponds Corporate Park, and two (2) representatives/property owners from adjacent Sterling Ponds development. A maximum committee size of eleven (11) members will comprise the Architectural Review Committee. All representatives shall be officially appointed by the Mayor and approved by the City Council. Approval shall be by a simple majority of those present or responding to a review request. Approval of the Committee does not imply compliance with other applicable building codes, permitting process, or other requirements.

VIII. CONSTRUCTION OF IMPROVEMENTS

All proposals for development must be submitted to and approved by the Architectural Review Committee prior to submission of construction documents. Site plans review by City staff for technical compliance should be scheduled prior to review by the Committee. Work scheduling and estimated completion dates should be included with plans. Approvals under this section do not remove the obligation to obtain all other necessary construction permits that may be required by the City or other agency. Submissions shall include the following:

A. Site Plan

- i. Building footprints and dimensions to property lines
- ii. Building roof overhangs
- iii. Configuration of parking and vehicular circulation areas
- iv. Parking lot lighting locations

Development Covenants and Design Guidelines

- v. Truck service, loading area, trash enclosures
- vi. Setback lines and easements
- vii. Location of on-site transformers, gas meters, switchgear
- viii. Adjacent roadways
- ix. Parcel area, building floor area, coverage ratios, total parking, estimated employment at peak, anticipated shift schedules

- B. Grading, Drainage, and Erosion Control Plan
 - i. Proposed finish grades, slopes, building pad elevation
 - ii. Site drainage structures and runoff calculations
 - iii. Grades of existing streets and curbs

Site drainage and erosion control plans must be integrated with the Park's regional stormwater management plans and comply with the City's Surface Water Management Plan. Drainage and erosion control submittals shall follow the format prescribed by the Surface Water Management Plan and City Ordinances.

- C. Landscape Plan
 - i. Plant materials, spacing's, and sizes
 - ii. Walkways and paved areas
 - iii. Other landscape features
- D. Building Elevations (all sides)
 - i. Wall and roof materials, textures, and colors
 - ii. Location of wall-mounted signs and lighting
 - iii. Roof and parapet heights above ground floor line
 - iv. Profile or room-mounted equipment
 - v. Roof elevations above finished floor
- E. Conceptual Graphics
 - i. Ground, wall mounted, and directional signs
 - ii. Locations, designs, materials, colors, textures, heights, area, illumination, typography

IX. STORMWATER CONTROL

Stormwater runoff shall be properly channeled into storm drains and/or pond areas and shall not be permitted to flow over walkways. All roof stormwater must be collected by a system constructed inside the exterior walls of the building or by a system that blends into the facade of the building and discharged less than 2 feet above grade of the point of discharge, or be conducted directly to the storm drainage system. Alternatives other than gutter and downspout systems shall be considered relative to impacts on pedestrian and vehicle areas and integration with other lot-based and regional stormwater management systems, structures and objectives.

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Infiltration on each property is encouraged. Development proposals beyond the no-impact threshold specified in the City's stormwater management plan should implement best management practices consistent with that plan. Improvements which direct stormwater runoff to the detriment of other property owners are prohibited. Each owner shall take the necessary precautions to ensure that stormwater drainage from the owner's lot is not contaminated with motor vehicle fuels and lubricants, salt, or other chemical compounds that are detrimental to aquatic life.

X. ENFORCEMENT

Each owner shall comply with and shall assume ownership of lots or sites within the Park subject to all laws, rules and regulations of governmental authorities having jurisdiction over the property, the provisions of these Covenants and all amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or injunctive relief, or both, by city or any owner, in any court or administrative tribunal having jurisdiction, against any owner violating or attempting to circumvent any of the aforesaid, or against any owner to enforce any lien created by these Covenants.

Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Park or any other provision of these Covenants. The failure of the RFEDC or any property owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter or of the right to enforce any other Covenant. Any waiver of enforcement by one benefitted party is not binding on other benefitted parties.

XI. ASSESSMENTS

For all common areas, the City shall be responsible for the care, maintenance, and repair of trees, bushes, grass, flowers, berms, street lighting and other common area lighting, Park identification signs, directional signage, mall, central pond, detention ponds, drainage and other improvements located on common areas or associated therewith. The actual cost of such area, maintenance and repair, together with reasonable costs associated with the administration thereof, such as but not limited to labor, equipment, management, maintenance and supervision, insurance, and the actual costs of all real estate taxes attributed to common area, shall be assessed to each lot on a prorata basis and shall be a corporate obligation of the lot owner. Each owner agrees to pay to City any or all annual or special assessments approved by the City. No owner of a site may avoid any of all annual or special assessments approved by the City. No owner of a site may avoid liability for the assessment provided for herein for nonuse of the common areas or by abandonment of a lot or site or in any other manner.

Each owner shall pay a proportion share of the annual assessment computed by multiplying the total annual assessment by a fraction, the numerator of which is the area expressed in

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square feet of the owner's lot or lots, and the denominator of which is the total usable area of the Park. This procedure is not intended to be, and will not be used as, a substitute for the special assessment process that applies in the case of municipal capital improvements.

XII. ASSIGNMENT

Any and all rights, powers, and reservations herein contained may be assigned to any person, corporation or association which will assume the duties of the RFEDC, subject to and duly authorized by the Common Council, pertaining to the particular rights, powers and reservations assigned, and upon any person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties as are given and assumed by the RFEDC herein. The term "RFEDC" as used herein includes all such assignees and their heirs, successors and assigns. If at any time the RFEDC ceases to exist and has not made such an assignment, a successor to the RFEDC may be appointed in the same manner as these Covenants may be terminated, extended, modified, or amended hereunder.

XIII. WAIVER

Neither the River Falls Economic Development Corporation, the Architectural Review Committee, nor the City of River Falls nor their successors or assigns shall be liable to any Owner or Occupant of the subject property by reason of any mistake in judgement, negligence, nonfeasance, action, action, or inaction or for the enforcement or failure to enforce any provision of these Covenants. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against the City or the RFEDC to recover any such damages or to seek equitable relief because of same.

XIV. RUNS WITH LAND

This Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the City, the owners of lots in the Park and their respective successors, assigns, heirs, executors, administrators, and personal representatives, beginning on the date this Declaration is adopted, and continuing through and including July 1, 2025, after which time they shall automatically be extended for successive periods of ten years, unless a change is approved pursuant to Article XVIII.

XV. RIGHTS OF MORTGAGEES

No breach or violation of these covenants, conditions, and restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any lot or portion thereof; provided that all of these restrictions shall be binding upon and effective against any subsequent Owner of the property or any portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights. The lien of an assessment under Article XI is hereby subordinate to the lien of any mortgage on a lot in the park, provided that the mortgage secures only funds actually

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advanced to the lot owner (or its predecessor) for purposes relating to the lot, or the improvements, fixtures or equipment located thereon.

XVI. SEVERABILITY

The invalidity or unenforceability of any term, condition, or provision of this Declaration for any reason, whether by court order or otherwise, shall in no manner affect the validity or enforceability of any other term, condition, or provision hereof, all of which shall remain in full force and effect for the term of the Declaration and any extension thereof.

XVII. AMENDMENTS

No amendment, modification or termination of these covenants may be enacted for a period of two years from the date of recording with the St. Croix Register of Deeds. The Covenants, agreements, conditions, and reservations established herein may be waived, terminated, amended, or modified, as to the whole of the Park or any portion thereof, with the written consent of 75% of the property owners, and by resolution duly passed by the RFEDC and Common Council. Until such time as there are Four (4) tenant companies in the Park, unanimous approval of all owners is required for amendments to Article I, II, III, and Sections A and B of Article IV. Such modification of amendment shall only become effective upon the execution and recording of a written document in the Register of Deeds Office, St. Croix County, Wisconsin.

It is recognized and understood that the substantive provisions of these Covenants have also been adopted by the City as zoning restrictions and regulations pertaining to the Park. In the event these Covenants are modified or amended, in order for such modification or amendment to be fully effective and enforceable, a similar amendment to the zoning regulations governing the Park is also required and should be obtained simultaneously. Site plan amendments and/or variance shall be approved by the Planning Commission and City Council.

XVIII. RESALE OF VACANT LAND

In the event any purchaser of land from the City elects to sell any portion thereof which is not being used in connection with the business or industry of the purchaser, or which the purchaser desires to sell separate and distinct from any sale of the business or industry being conducted by the purchase, the same shall first be offered for sale, in writing, to the City at the price per acre paid by the purchase, together with the cost of any improvements thereon paid for by purchaser, less any commission paid on original sale.

The City shall have 120 days from date of receipt of such offer to accept or reject same, unless an extension of time may be mutually agreed to and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution of the Common Council. In the event of acceptance of such offer by the City, conveyance shall be by warranty deed free and clear of all liens or encumbrances created by act or default of purchaser.

Development Covenants and Design Guidelines

The RFEDC and City of River Falls shall retain a Right of First Refusal at the original purchase price should the buyer not commence with substantial construction of the agreed upon improvements within 3 years from the date of the original sale. Seller shall retain exclusive right to repurchase bankrupt or owner determined excess property for a period of 20 years after the date of the original purchase.

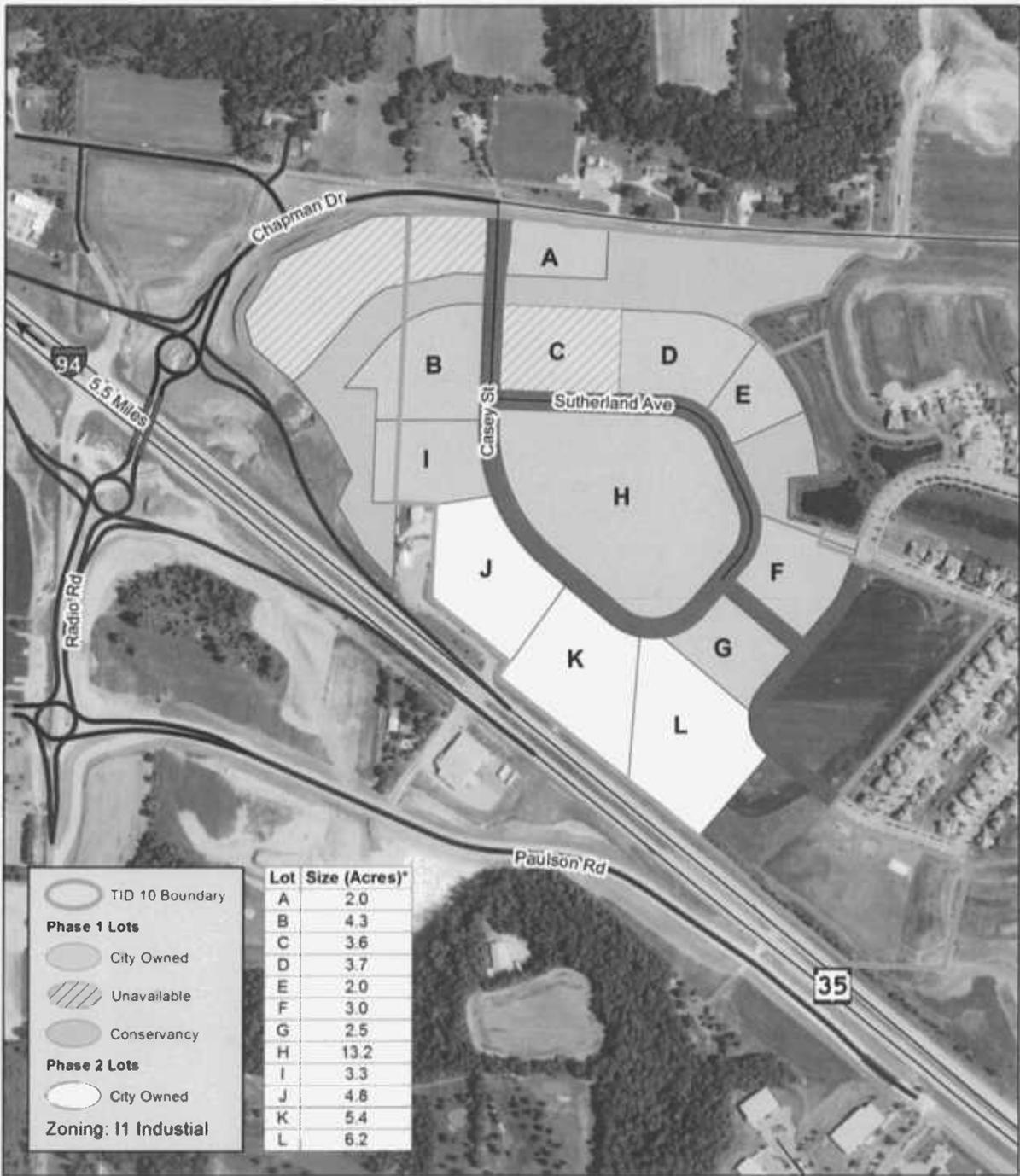
XVIV. STERLING PONDS CORPORATE PARK

Restrictive covenants cover the Sterling Ponds Corporate Park, described as follows:

A parcel of land located in part of the SE1/4 of the NE1/4, the NE1/4 of the SE1/4 and the SE1/4 of the SE1/4 of Section 23, and also in part of the SW1/4 of the NW1/4, the NW1/4 of the SW1/4 and the SW1/4 of the SW1/4 of Section 24, all in T28N, R19W, City of River Falls, St. Croix County, Wisconsin; described as follows:

Commencing at the E1/4 corner of said Section 23; thence along the east and west quarter line of said Section 23 N88°56'58"W a distance of 1301.17 feet to the southwest corner of said SE1/4 of the NE1/4 and the point of beginning; thence along the west line of said SE1/4 of the NE1/4 N00°22'15"E a distance of 881.98 feet to the centerline of Chapman Drive; thence along said centerline S84°14'11"E a distance of 705.13 feet to the point of curvature of a 10,000.00 foot radius curve, concave northerly, with a central angle of 05°23'43", a chord that bears S86°56'02.5"E and measures 941.31 feet; thence easterly along said centerline and the arc of said curve a distance of 941.65 feet to the point of tangency; thence continuing along said centerline S89°37'54"E a distance of 261.07 feet; thence S00°22'06"W a distance of 50.00 feet; thence S83°38'28"W a distance of 54.43 feet; thence S65°23'24"W a distance of 64.57 feet; thence S51°47'14"W a distance of 60.96 feet; thence S34°44'33"W a distance of 96.04 feet; thence S18°00'17"W a distance of 47.07 feet; thence S72°34'05"W a distance of 301.41 feet; thence S41°04'31"W a distance of 54.52 feet; thence S47°58'20"E a distance of 86.92 feet; thence S42°30'21"E a distance of 87.66 feet to the northwest corner of Outlot 1 of the plat of Sterling Ponds; thence, the following courses are along the boundary line of said Outlot 1, S37°00'34"E a distance of 85.91 feet; thence S31°29'13"E a distance of 88.48 feet; thence S25°56'39"E a distance of 86.56 feet; thence S20°30'04"E a distance of 85.32 feet; thence S14°57'16"E a distance of 89.84 feet; thence S09°19'27"E a distance of 87.95 feet; thence S83°27'39"W a distance of 125.00 feet to the beginning of a 780.00 foot radius curve, concave westerly, with a central angle of 11°08'45", a chord that bears S00°57'58.5"E and measures 151.49 feet; thence southerly along the arc of said curve a distance of 151.73 feet to the beginning of a 15.00 foot radius curve, concave southwesterly, with a central angle of 83°56'28", a chord that bears S37°21'50"E and measures 20.06 feet; thence along the arc of said curve a distance of 21.98 feet to the beginning of a 1533.00 foot radius curve, concave southerly, with a central angle of 05°15'25", a chord that bears S76°42'21.5"E and measures 140.60 feet; thence easterly along the arc of said curve a distance of 140.65 feet; thence S15°55'21"W a distance of 66.00 feet to the beginning of a 1467.00 foot radius curve, concave southerly, with a central angle of 04°21'56", a chord that bears S71°53'41"E and measures 111.75 feet; thence southeasterly along the arc of said curve a distance of 111.78 feet to the point of tangency; thence S69°42'43"E a distance of 12.21 feet to the point of curvature of a 15.00 foot radius curve, concave southwesterly, with a central angle of 90°00'00", a chord that bears S24°42'43"E and measure 21.21 feet; thence southerly along the arc of said curve a distance of 23.56 feet; thence S69°42'43"E a distance of 143.35 feet to the beginning of a 15.00 foot radius curve, concave southeasterly, with a central angle of 90°00'00", a chord that bears N65°17'17"E and measures 21.21 feet; thence northerly along the arc of said curve a distance of 23.56 feet to the point of tangency; thence S69°42'43"E a distance of 143.35 feet; thence, leaving the boundary of said Outlot 1, S20°17'17"W a distance of 105.99 feet; thence S38°26'55"W a distance of 1226.09 feet to the northerly line of State Trunk Highway "35"; thence along said northerly line of the highway N53°08'18"W a distance of 1021.87 feet; thence continuing along last said line N37°21'20"E a distance of 80.00 feet; thence continuing along last said line N52°38'40"W a distance of 405.37 feet to the east line of an existing small tract; thence along said east line N00°19'40"E a distance of 376.61 feet to the northeast corner thereof; thence along the northerly line of said small tract N89°40'20"W a distance of 160.00 feet to the west line of said NE1/4 of the SE1/4; thence along last said west line N00°19'40"E a distance of 378.61 feet to the point of beginning. Containing 76.66 acres more or less.

Development Covenants and Design Guidelines



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Feet

Sterling Ponds Corporate Park
City of River Falls - St. Croix County, Wisconsin

Development Covenants and Design Guidelines

Date : 2-11-16

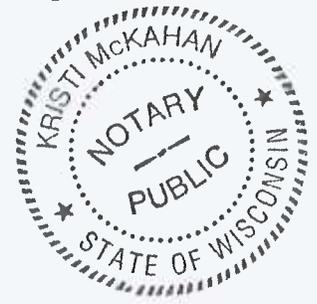


City of River Falls
By: Scot E. Simpson
Its: City Administrator

The above, City of River Falls by Scot E. Simpson its City Administrator was subscribed and sworn to before me this 11th day of February, 2016.



Notary Public
State of Wisconsin
My Commission Expires 3-19-18



LEGAL DISCRIPTION OF PROPERTY

Out Lot 3 CSM 27/6106, which is approximately 13.2 acres, City of River Falls, St. Croix County, Wisconsin.

City of River Falls
222 Lewis Street
River Falls, WI 54022



(715)426-3426
Fax (715)425-0915

CERTIFICATE OF OCCUPANCY

DATE PERMIT #

PROPERTY ADDRESS: 3336 Casey St.
River Falls, WI 54022

PROPERTY OWNER: WinField Solutions, LLC
ADDRESS: 3336 Casey St.
River Falls, WI 54022

TYPE OF PERMIT:

FINAL INSPECTION DATE:

This is to certify that the construction at the above address has been completed and appears to be in compliance with all applicable state codes and local ordinances, with the exception, if applicable, of any items noted below. This certificate does not warrant the construction practices of the contractors or the quality of materials and workmanship used.

Occupancy of these areas is therefore granted.

If you have any questions, call me at 715-426-3426.

David Hovel
Building Inspector

Inspect/Forms/Certificate of Occupancy

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Scot Simpson, City Administrator

DATE: July 26, 2016

TITLE: **Development Agreement with WinField Solutions, LLC for the Mann Valley Project**

INTRODUCTION

This memorandum summarizes the Developer Agreements provided to WinField Solutions, LLC involving an approximately 5 acre lot in the Mann Valley area.

BACKGROUND

As part of the City Administrator's role with Economic Development, I am a contact for businesses that are looking to expand their operations in River Falls. WinField Solutions, LLC approached me regarding a 5 acre lot (Exhibit 1) in the Mann Valley area.

WinField Solutions, LLC is a wholly owned subsidiary of Land O'Lakes. The company provides agricultural and related technology services to growers and dealers in the United States, Canada, and Mexico through seed development, crop protection products, plant nutrients, and other products and services. WinField Solutions, LLC currently rents 20 acres of land from the University of Wisconsin – River Falls Mann Valley Farm and has conducted research there for 27 years. The company has also operated a small research facility in the Whitetail Corporate Park for a number of years.

DISCUSSION

WinField, LLC wishes to develop a 15,000 square foot agricultural building on County Road MM. I drafted a Developers Agreement based on the concepts discussed with the Council in closed session. The Developers Agreement includes the following parameters:

- Minimum 15,000 square foot building
- Substantial completion of the minimum improvements by December 31, 2017
- Tax assessment value of not less than \$1,700,000
- Tax payments for 12 years
- Minimum tax payments will be \$35,700 annually

- Developer agrees to maintaining water and wastewater services through the River Falls Municipal Utilities when such services become available to the site
- Developer has an Option to Purchase agreement for five years on approximately 17 acres (Lot B in Exhibit 2)

The attached Developers Agreement is for the 5 acre lot in the Mann Valley area. The value of the 5 acres is \$390,000. The agreement provides developers incentives, 90 shares in the community solar program (\$51,030), and TID eligible reimbursable expenses (\$200,000) for approximately \$641,030 in incentives. WinField Solutions, LLC has an Option to Purchase agreement for five years on approximately 17 acres of adjacent property in the Mann Valley area (Lot B in Exhibit 2).

CONCLUSION

On July 1, WinField Solutions, LLC submitted site plans for the five acre lot. City site plan approval and approval of a developer's agreement are required before the project can move forward.



RESOLUTION NO. XXXX

**RESOLUTION APPROVING DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF RIVER FALLS AND
WINFIELD SOLUTIONS, LLC FOR THE MANN VALLEY AREA**

WHEREAS, the River Falls Economic Development Corporation and WinField Solutions, LLC have worked out an agreement to develop a manufacturing facility in the Mann Valley area; and

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

WHEREAS, the Common Council has reviewed the Developer's Agreement at their meeting of July 26, 2016, and found the terms and conditions favorable;

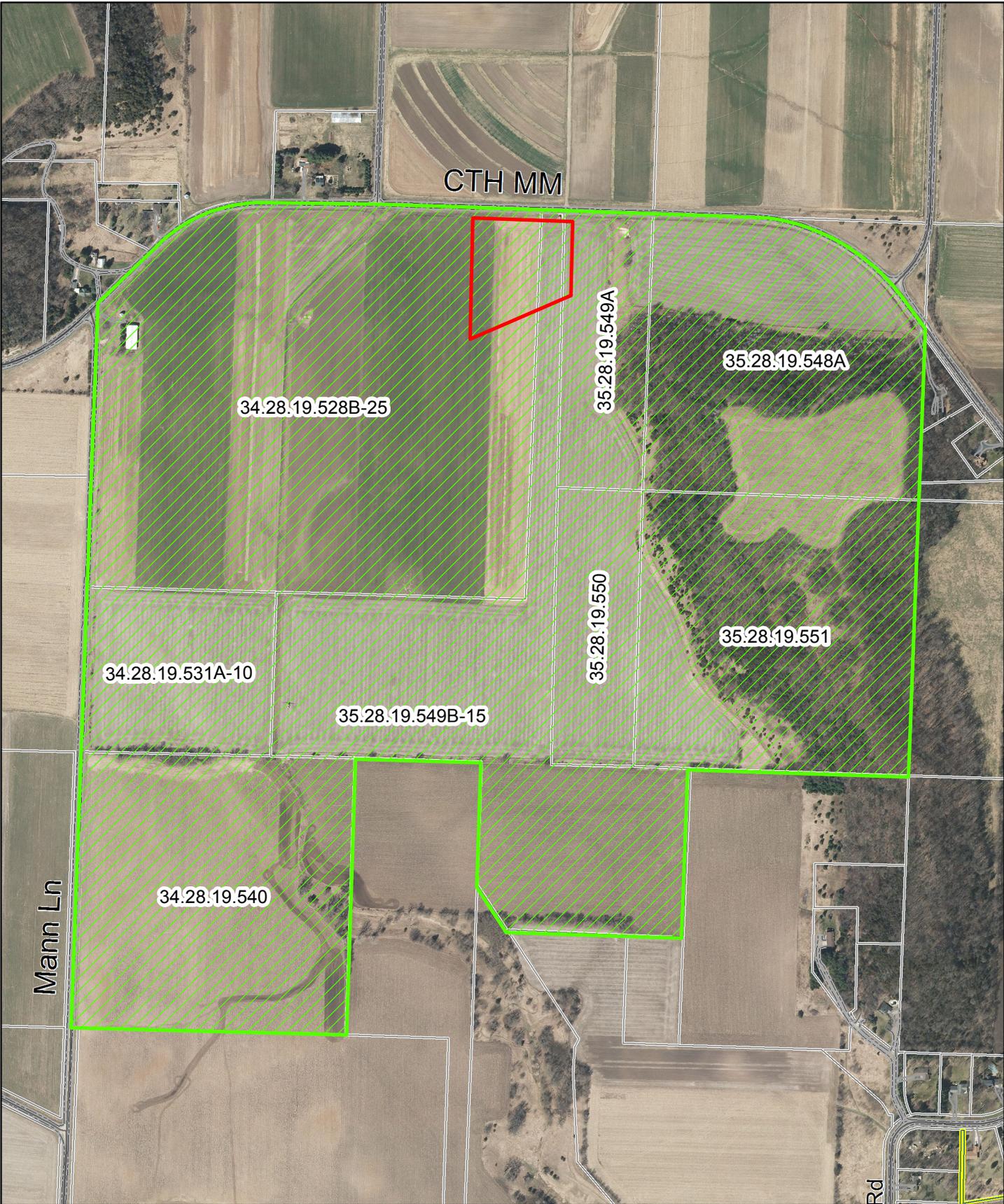
NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the Developer's Agreement and Option to Purchase agreement between the City of River Falls and WinField Solutions, LLC, and authorizes the City Administrator to finalize the necessary terms and agreements.

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk



0 300 600 Feet

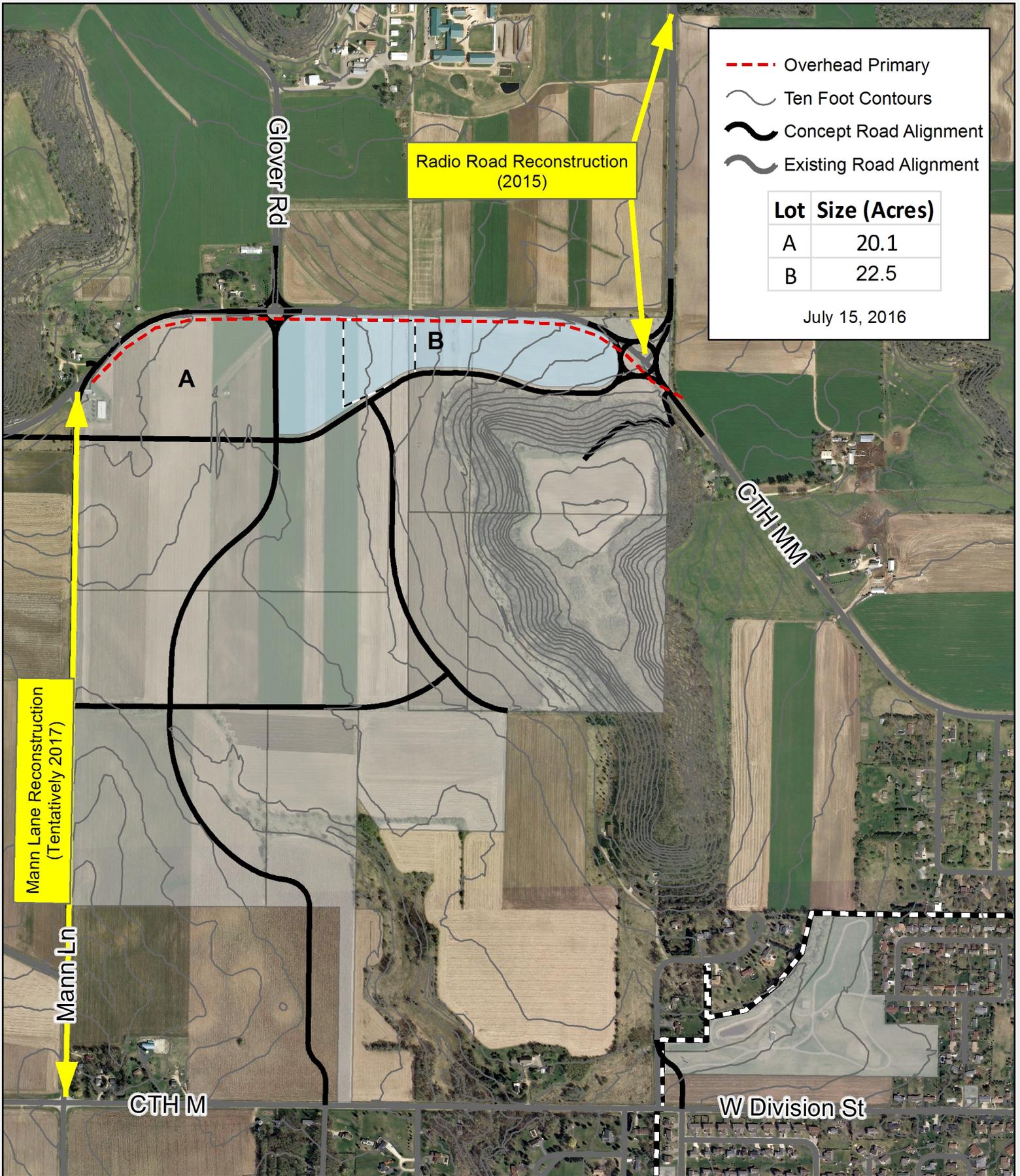


WinField - 5 Acre Mann Valley Site



WinField 5.1 Acre Lot

Annexation Boundary



- - - Overhead Primary
- Ten Foot Contours
- Concept Road Alignment
- Existing Road Alignment

Lot	Size (Acres)
A	20.1
B	22.5

July 15, 2016

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF RIVER FALLS
AND
WINFIELD SOLUTIONS, LLC
FOR THE
MANN VALLEY (15) PROJECT**

THIS AGREEMENT, made and entered this ____ day of July 2016, by and between the City of River Falls, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter called "City"), and Winfield Solutions, LLC a Delaware limited liability company (hereinafter called "Developer").

WITNESSETH:

WHEREAS, the City is the fee simple owner of platted lots in the "Mann Valley" area; and

WHEREAS, Developer is desirous of developing, constructing, owning, managing, and operating a proposed research and development fieldhouse within the "Mann Valley" area, 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, the City has prepared a Tax Increment Financing Plan establishing City of River Falls Tax Increment District Number 12 which is scheduled for review and approval by the Common Council on July 26, 2016 (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"), to provide for the use of tax increment financing in connection with the development program described below; and

WHEREAS, the City believes that the construction of an approximately 15,000 square foot agricultural building, within the proposed Tax Increment District Number 12 by Developer pursuant to this Agreement, and fulfillment of the terms 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.

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 AND OCCUPANCY" means a certification, substantially in the form set forth in Exhibit 5 attached to and made part of this Agreement, which shall be provided to Developer or its successors or assigns, upon completion of construction of the Minimum Improvements, pursuant to Section 3.3 of this Agreement.

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

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

"CONSTRUCTION PLANS" means the 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. Such plans shall, at a minimum, include for each building or other structure to be constructed on the Development Property, at least the following: (i) site plan; (ii) foundation plan; (iii) electrical plans (iv) basement plans, if any; (v) floor plan for each floor, (vi) cross-section of each (length and width); (vii) elevations (all sides); (viii) landscape plan; (ix) electrical plan, and shall include as well adequate plans, drawings, and specifications relating to all driveways, walks, parking, and other improvements to be constructed upon the Development Property by Developer. Such plans shall be submitted to, and approved by the City prior to the commencement of construction.

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

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

"DEVELOPER" means Winfield Solutions, LLC, a Delaware limited liability company.

"DEVELOPMENT DISTRICT" means the real property located within the proposed Tax Increment District No. 12, City of River Falls.

"DEVELOPMENT PROPERTY" means the real property located within the development district and described as Lot 1 in the Certified Survey Map attached hereto as Exhibit 1 of this Agreement, which is a portion of concept Lot B, as shown on Exhibit 2, and described on Exhibit 3.

“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, 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:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.;

Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.;

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.;

Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and the Federal Pesticide Act of 1978, 7 U.S.C.136 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 15,000 square foot industrial 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.

“OPTION TO PURCHASE” means the Option to Purchase Real Property agreement between the parties, which has been executed concurrent with this Development Agreement, and memorializes Developer’s right to purchase all or a portion of the remaining approximately 17 acres of concept Lot B, as shown on Exhibit 2, and described in Exhibit 3, to this Agreement.

"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.

"RFEDC" means the River Falls Economic Development Corporation.

"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.

"TAX INCREMENT DISTRICT NO. 12" means the City of River Falls Tax Increment Financing District No. 12, as has been duly established by the City of River Falls, according to the Wisconsin Statutes, Exhibit 4 attached.

"TAX INCREMENT FINANCING" means the general obligation, Tax Increment Bonds, or any form of tax increment financing that the City intends to issue to finance certain land acquisition and/or public development costs related to the proposed Tax Increment District No. 12 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 proposed City of River Falls Tax Increment District No. 12

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

ARTICLE II REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS OF DEVELOPER

Section 2.1. Representations and Warranties by Developer.

Developer represents and warrants that:

(a) Developer is a Delaware limited liability company duly organized, existing, and in good standing under the laws of the State of Delaware, and registered to do business in Wisconsin, which 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 corporate charter or by-laws of Developer, or any evidence of indebtedness, contract or instrument of whatever nature to which Developer is now a party or by which it is bound, such that any conflicts or breaches would materially impair the project or deems City security hereunder inadequate.

Section 2.2. Obligations of Developer.

(a) Description. Subject to the terms and conditions of this Agreement, Developer hereby agrees and commits to construct the Minimum Improvements and complete the project within the time limitations of the Agreement. The Minimum Improvements will be constructed according to the Construction Plans to be submitted according to Section 3.1 of this Agreement. The parties understand that Construction Plans may be changed in accordance with Section 3.1 of this Agreement.

(b) Uses. Upon completion of the Minimum Improvements, the uses of the property by Developer shall be primarily for agricultural purposes. 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 when such services become available to the site. Until such time, the City agrees to allow development incentives to install private well, septic, and fire suppression system. Developer agrees that the design of the systems will be compatible with future connection to public water and sewer.

(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, 2016 Start of construction of the Minimum Improvements.
2. December 31, 2017 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 for the Minimum Improvements, which shall be approved by the City Council prior to the commencement of construction.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the City Council, Developer shall submit the proposed change to the Community Development Department for approval. A material change is one that negatively impacts the project's minimum value by more than five percent (5.0%), or requires approval due to City Ordinance. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 3.1, the CDD shall approve the proposed change; provided, however, that any such approval under this section 3.1(b) shall not constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. Such change in the Construction Plans shall be deemed approved by the CDD unless rejected in writing within 15 days by the CDD with a statement of the CDD's reasons for such rejection. The amount of time required by this process shall be added to and extend performance dates specified in Section 2.2(c).

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, 2016, or such other date as the parties shall mutually agree in writing as an amendment to this Agreement. Subject to Unavoidable Delays or actions of City, Developer shall substantially complete construction of all the Minimum Improvements no later than December 31, 2017. 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/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 Occupancy in substantially the form set forth in Exhibit 5, attached hereto. Such Certificate of Completion and Occupancy shall be a conclusive

determination of satisfaction and completion of the minimum improvements necessary for occupancy.

(b) If the City should refuse or fail to provide a Certificate of Completion and Occupancy in accordance with the provisions of this Section 3.3, the City shall, within 15 days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain that Certificate of Completion and Occupancy.

(c) Upon receipt of the written statement reciting in what respect Developer has failed to complete the Minimum Improvements, Developer shall immediately rectify the stated shortfalls by complying with the City's requests. If Developer refuses to comply or disagrees with the City's requests, the parties shall resolve the issues created under the terms of Article XI of this Agreement.

ARTICLE IV GUARANTEES OF DEVELOPER

Section 4.1. Purposes of Guarantees.

Both parties to this Agreement understand that there will be the commitment of and/or expenditure of public monies through the tax increment financing process as a development incentives for the purchase of the land (\$390,000) and TID eligible reimbursable expenses (\$200,000), and 90 shares in the community solar program (\$51,030) transferred after the Certificate of Completion and Occupancy is issued in the approximate amount of \$641,030. 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.

Developer shall purchase the Development Property from the City for \$390,000.

Section 4.2. Security During Construction.

Developer agrees to execute and deliver to City, commensurate with the receipt of the warranty deed, a note in the principal amount of \$590,000 bearing interest at 5.0 percent due on December 31, 2017, and a real estate mortgage securing said note covering the Development Property. The mortgage of the City shall be a second mortgage against the property and shall be subordinate to the mortgagee who is providing the construction financing. The City shall cooperate with Developer's mortgagee in executing such reasonable subordination Agreement as said mortgage may require to assure the relative priorities, with the City having a second mortgage. The City mortgage shall be superior to all other liens, judgments, mortgages or encumbrances, except for easements and restrictions of record.

The issuance of the Certificate of Completion and Occupancy shall constitute full payment and satisfaction of the note and mortgage and upon the issuance of said certificate by City, the City shall then mark the note "paid in full" and satisfy the mortgage of record.

Failure of the Developer to complete the Minimum Improvements and receive a Certificate of Completion and Occupancy under the terms of this Agreement, or failure to pay the note in full, when due, shall constitute a default of said note and shall immediately subject the Developer to the remedy of foreclosure, in addition to any other remedy available to the City.

Section 4.3. Guaranteed Assessment and Payment.

Developer agrees that the land and Minimum Improvements shall carry a tax assessment value of not less than \$1,700,000 after the Certificate of Completion and Occupancy is issued.

Developer hereby waives any right of notice, protest, or right to contest the final assessed valuation of land and Minimum Improvements at a value of \$1,700,000 or less. It is understood between the parties that this assessment is the minimum necessary to enable the City to offer the financial incentives contained in this Agreement. This waiver of protest and right to contest the assessment shall continue for a period of twelve (12) years after the Certificate of Completion and Occupancy, which is the amount of time necessary to repay, through the increment gain, the financial incentives contained herein. Provided that, after twelve (12) years following the issuance of the Certificate of Completion and Occupancy, the 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 \$1,700,000 during the repayment of the tax increment financing for this project. Regardless of the minimum assessed value of the property which is imposed by this section, the minimum amount of real estate tax the Developer shall pay shall be no less than \$35,700 per year. 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 present for twelve (12) years from the date of the issuance of the Certificate of Completion and Occupancy.

ARTICLE V CITY OBLIGATIONS

Section 5.1. Tax Increment Financing and Uses Thereof.

(a) The City hereby commits to provide tax increment financing to Developer in the maximum amount of \$641,030. The \$641,030 worth of tax increment financing shall be used for land, TID eligible reimbursable expenses, 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 \$641,030. 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. 12, as dated _____, is attached hereto as Exhibit 4, as the City is governed by such Plan.

(c) The City hereby agrees that future projects in the area included in the Option to Purchase agreement will be eligible to be supported by tax incremental financing and negotiated for in good faith.

Section 5.2. Performances and Performance Dates by City.

Subject to Unavoidable Delays, and performance by Developer, the City shall follow and be bound by the following:

(a) The transfer of a lot approximately 5 acres in size depicted as Lot 1 on the CSM attached hereto as Exhibit 1, which lies within concept Lot B as shown on the map attached hereto as Exhibit 2.

(b) Winfield Solutions, LLC has an Option to Purchase for five years on approximately 17 acres of the remaining acreage of concept Lot B, as shown on the map attached hereto as Exhibit 2.

(c) 90 shares in the community solar program will be transferred to Developer upon issuance of the Certificate of Completion and Occupancy, pursuant to Section 3.3 of this Agreement.

**ARTICLE VI
OTHER PERFORMANCES**

Section 6.1. Excesses.

The specified amounts identified in this Agreement shall be the maximum Tax Increment liability of the City and the City shall not be obligated to pay from Tax Increment Funds any amount in excess of those delineated in this Agreement.

Section 6.2. Installation of Improvements.

Developer shall be completely responsible for the installation of all private utilities and the Minimum Improvements, and none of the project shall be constructed by the City except for the public improvements. The City's obligation herein is to provide the amounts of tax increment financing for the purposes specified in Section 5.1, transfer the real estate, and construction of the public improvements.

**ARTICLE VII
ASSIGNMENT AND TRANSFER**

Section 7.1. Representation as to Redevelopment.

Developer represents and agrees that its undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. Developer further recognizes that, in view of:

- (a) The importance of the development of the Development Property to the general welfare of the community; and
- (b) The substantial financing and other public aids that have been made available by the City for the purpose of making such development possible;

That the Minimum Improvements will be constructed in a timely and workmanlike manner.

Section 7.2. Assignment and Transfer.

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 ten years of issuance of a Certificate of Completion and Occupancy, Developer shall reimburse the City at the time of sale for the City's cost of acquisition and development in the "Mann Valley" area of \$656,030. 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.

**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, 2017, subject to Unavoidable Delays and performances by City.
- (b) Failure by Developer to substantially observe or perform any material covenant, condition, obligation or Agreement on its part to be observed or performed under this Agreement.
- (c) Failure to pay any monetary obligation imposed by this Agreement.

Section 8.2. Remedies on Default.

(a) If Developer fails to complete the construction of the Minimum Improvements contained herein, or fails to obtain a Certificate of Completion and Occupancy as called for in this Agreement, the City may immediately commence foreclosure proceedings for the foreclosure of the note and mortgage executed by Developer pursuant to Section 4.2 of this Agreement. Provided, however, that the City may not commence foreclosure or enforce any other remedy during procedures under article XI. 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**

(a) 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 site, 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 clean up 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.

(b) In the event Hazardous Materials or underground storage tanks are discovered on the Development Property, Developer may terminate this Development Agreement without further obligation to any party by delivering written notice of its election to City within 60 days of the discovery of such contamination.

**ARTICLE X
ADDITIONAL PROVISIONS**

Section 10.1. Restrictions on Use.

Developer agrees for itself, its successors and assigns and every successor in interest, to the Development Property, or any part thereof, that Developer and such successors and assigns shall devote the Development Property to, and only to, and in accordance with, the uses specified in this Agreement.

Section 10.2. Conflicts of Interest.

No member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. Provided, however, that after this Agreement has been signed, a member, official, or employee of the City may have contact and business relations with Developer relating to the Development Project only if a full disclosure is made to the Common Council of the City, and it does not impair the exercise of said member's, official's, or employee's independent judgment on behalf of the City. No member, official, employee, or consultant of the City shall be personally liable to Developer, or any successor of interest, in the event of any default or breach by the City for any amount that may become due to Developer or successor, or on any obligation under the terms of the Agreement.

Section 10.3. Title of Articles and Sections.

Any titles of the several parts, articles and sections of the Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands.

Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and (a) in the case of Developer as addressed to or delivered personally to the company at: Attention: Winfield Solutions, LLC., 1080 County Rd F West, Shoreview, MN 55126 (b) in the case of the City as addressed to or personally delivered to the City at: City Hall, 222 Lewis Street, River Falls, WI 54022, Attention: City Administrator, with copy to City Clerk; or at such other addresses with respect to either such party as that party may, from time to time, designate in writing, and forward to the other as provided in this section.

Section 10.5. Counterparts.

This Agreement is executed in any number of counterparts, each of which shall constitute one in the same instrument.

Section 10.6. Law Governing.

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

Section 10.7. Recording.

This Agreement shall be recorded in the chain of title to all affected properties hereunder.

Section 10.8. Release of All Oral or Written Agreements.

Upon the signing of this Agreement, all prior oral and written Agreements between the City and Developer are terminated and released, as this document contains the complete Agreement between the parties with respect to the development Property and construction of the Minimum Improvements.

Section 10.9. Hold Harmless and Indemnification.

Developer shall indemnify and hold City harmless from and against all claims, damages, losses or expenses, including attorney's fees, which the City may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts, or obligations in consequence of breaches of this Agreement by Developer, its employees, agents, or subcontractors. City shall indemnify and hold Developer harmless from and against all claims, damages, losses, or expenses, including attorney's fees, which Developer may suffer or for which it may be held liable, arising out of or resulting from assertion against them of any claims, debts or obligations in consequence of breaches of this Agreement by City, its employees, agents, or subcontractors.

Section 10.10. Guarantee and Warranty of Site Improvements by Developer.

Developer shall warrant and guarantee the construction, installation, quality, and reliability of the public site improvements that become the construction responsibility of Developer under section 5.2(a) of this Agreement for period of one year from the time the public improvement is accepted by City. The City will obtain one-year guarantees from all subcontractors who perform the City's site improvement obligations under section 5.2(a), or will guarantee all site improvements that the City itself constructs, for a period of one year.

Section 10.11. Resolutions and Attorney's Letter.

Developer warrants that it has adopted a corporate resolution authorizing the signing of this Agreement, and the City warrants that a resolution has been passed by the Common Council authorizing the signing of this document. Developer shall provide City with a letter from its attorney stating that the signing officers of Developer hold such designated positions, and have authority to so sign.

**ARTICLE XI
GRIEVANCE PROCEDURE**

In the event Developer disagrees with the City's requested changes or additions in the Minimum Improvements such that a Certificate of Completion should issue, then each party shall, within 15 days of written notice of disagreement of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree within 10 days, then upon the request of the City or Developer such third arbitrator shall be selected by a judge of a court of record in the county and state in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall then be binding upon Developer and the City, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration. Unless the parties otherwise agree, the arbitration shall be conducted in St. Croix County, Wisconsin, and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

**ARTICLE XII
AMENDMENTS**

The Developer and the City agree that all efforts have been made to accurately identify the costs of the project and the value of the Minimum Improvements that are the basis for the utilization of tax increments necessary to amortize public expenditures related to this project.

If conditions change during the course of the construction of the Minimum Improvements, both parties agree to use their best efforts to resolve the increased cost associated with a changed condition. Said effort shall be fully documented and presented to the Common Council for approval. Upon full identification and documentation of the changed condition, the Council shall have 15 days to review and approve the change. Said approval shall be in the form of a written amendment to this Agreement.

Should a changed condition result in an increased public expenditure, the Developer acknowledges that an additional corporate payment or guarantee may be necessary to cover any shortfall in property taxes from the Minimum Improvements to the Development Property to cover public expenditures.

No provision, performance or obligation imposed by this Agreement may be amended, modified, supplemented or terminated without the written mutual consent of the parties hereto.

Notwithstanding the above, nothing in Article XI 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

Scot E. Simpson, City Administrator

Winfield Solutions, LLC

ATTEST:

Lu Ann Hecht, City Clerk

List of Exhibits

Exhibit 1 - Certified Survey Map No. _____

Exhibit 2 – “Mann Valley” Area Concept Map

Exhibit 3 - Description of Real Property subject to Option to Purchase

Exhibit 4 - Terms and Conditions of Tax Increment Financing Plan, Tax Incremental District No. 12, as dated _____.

Exhibit 5 - Form of Certificate of Completion and Occupancy

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 35, T28N,
R19W, CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN; INCLUDING
A PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 25, PAGE 5757.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

The City of River Falls, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. The City of River Falls does further certify that this certified survey map is required by S.236.34 to be submitted for approval or objection to the City of River Falls.

IN WITNESS WHEREOF, the said City of River Falls has caused these presents to be signed by Danial Toland, Mayor, and countersigned by Lu Ann Hecht, Clerk,

this _____ day of _____, 20_____.

Danial Toland, Mayor

Lu Ann Hecht, Clerk

State of Wisconsin)
County of St. Croix)SS.

Personally came before me this _____ day of _____, 20_____, Danial Toland, Mayor and Lu Ann Hecht, Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such Mayor and Clerk, as the deed of said corporation, by its authority.

Notary Public _____

My commission expires _____.

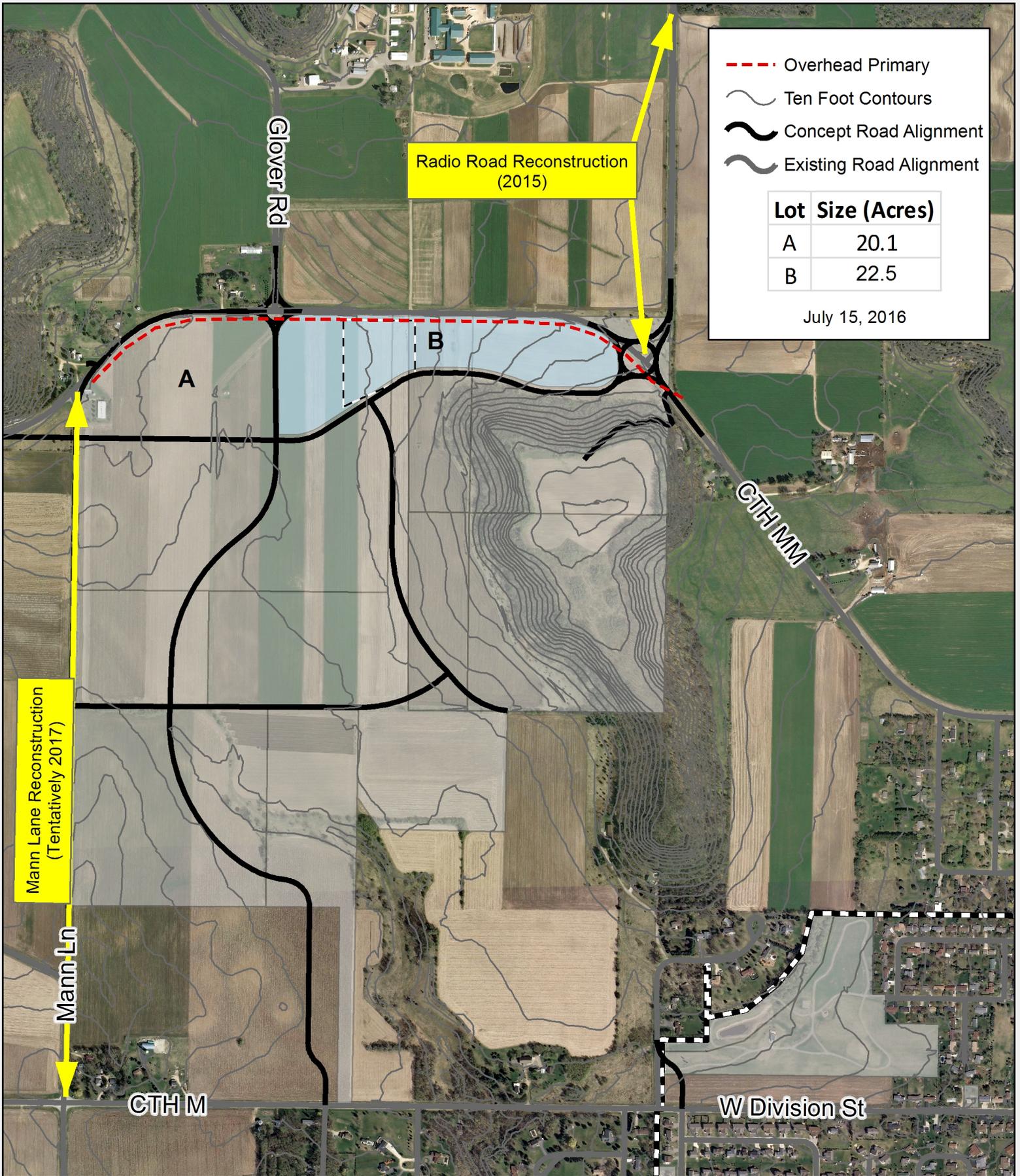


CITY OF RIVER FALLS APPROVAL

This land division is hereby approved by the City of River Falls as being in conformance with the city subdivision ordinances.

Lu Ann Hecht, City Clerk

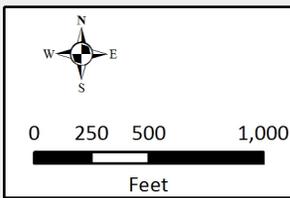
Date



- - - Overhead Primary
- Ten Foot Contours
- Concept Road Alignment
- Existing Road Alignment

Lot	Size (Acres)
A	20.1
B	22.5

July 15, 2016



Minneapolis - St. Paul East Opportunities Site
City of River Falls - St. Croix County, Wisconsin



EXHIBIT 3

DESCRIPTION OF REAL PROPERTY SUBJECT TO OPTION TO PURCHASE

EXHIBIT 4

**TERMS AND CONDITIONS OF TAX INCREMENT FINANCING PLAN, TAX
INCREMENT DISTRICT NO. 12**

City of River Falls
222 Lewis Street
River Falls, WI 54022



(715)426-3426
Fax (715)425-0915

CERTIFICATE OF OCCUPANCY

DATE PERMIT #

PROPERTY ADDRESS:

PROPERTY OWNER: WinField Solutions, LLC
ADDRESS:

TYPE OF PERMIT:

FINAL INSPECTION DATE:

This is to certify that the construction at the above address has been completed and appears to be in compliance with all applicable state codes and local ordinances, with the exception, if applicable, of any items noted below. This certificate does not warrant the construction practices of the contractors or the quality of materials and workmanship used.

Occupancy of these areas is therefore granted.

If you have any questions, call me at 715-426-3426.

David Hovel
Building Inspector

Inspect/Forms/Certificate of Occupancy

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Jody Nichols, Finance Accounting Manager

DATE: July 26, 2016

TITLE: **Resolution Approving 2015 Audited Financial Statements and Management Report**

RECOMMENDED ACTION

Adopt the resolution approving the 2015 audited financial statements and management report.

BACKGROUND

The auditors at Baker Tilly Virchow Krause have completed the audit of the City's 2015 financial statements. In their report, they have concluded that the City's financial statements fairly reflect the financial position of the City, and as such, have expressed an unqualified opinion on the governmental activities, business-type activities and the City's component unit (Business Improvement District). A paper copy of the report has been added to Council members' mailboxes, and the report is also available on the [City's website](#).

DISCUSSION

The report contains five main sections:

- The first section contains the auditor's opinion. The City has received an **unqualified opinion**, which indicates that the City has complied with generally accepted accounting principles, complied with statutory regulations, and fairly disclosed any matters that may affect the financial health of the City.
- The second section contains Management's Discussion and Analysis (MD&A), which provides additional detail into the financial outcomes of the year, and a brief description of the planned events in the current year.
- Section three includes the basic financial statements and notes to the financial statements.
- Section four is required supplementary information, including budget to actual reports for the General fund.
- Section five contains detailed combining and individual statements and schedules for the City's funds, as well as supplemental information on the City's electric, water and wastewater funds.

The audit report includes information regarding the City's accounting policies, including a description of the funds. The governmental funds include the general fund, debt service funds, capital project funds and special revenue funds. The business-type funds include the electric, water, wastewater, storm water and ambulance funds. The Business Improvement District financial statements are also included in the report.

The following is a brief summary of the City's financial condition at the end of 2015.

- At the end of the fiscal year, the fund balance for the general fund was \$7.1 million, an increase of \$421,167 over the prior year. Unassigned fund balance, which are funds available for meet the government's ongoing obligations to citizens and creditors, was \$4.5 million or 50.3 percent of actual general fund expenditures and transfers, which meets the City's policy of maintaining at least 50 percent of unassigned fund balances for operating and cash flow purposes.
- The City of River Falls had total assets and deferred outflows (charges related to a future period) of \$149.9 million and liabilities and deferred inflows (revenues related to a future period) of \$37.9 million, resulting in net position of \$112.0 million at the end of 2015. This was an increase of \$4.1 million from the previous year. Of the total net position, \$87.8 million represents capital assets net of related debt, \$7.2 million is held for restricted purposes, and \$17.1 million is considered available.
- The City's governmental type funds reported combined ending fund balances of \$8.3 million at year end. Total assets increased \$2.2 million in part from the following events:
 - Long term financing of \$1.6 million was obtained for property purchased for a future corporate park (Mann Valley area).
 - A grant of \$583,162 was received from FEMA and the State of Wisconsin for a storm shelter located in Hoffman Park, with construction completed in 2015.
 - A pass through loan to the River Falls Housing Authority in the amount of \$269,800 was approved for the purchase of property for future housing projects.
- The City's business type funds (electric, water, wastewater, storm water and ambulance) increased in net position by \$2.2 million, with the majority of the increase in the electric fund of \$1.1 million. Unrestricted net position for the business type funds was \$13.3 million at the end of 2015.

Some notable comparisons between 2015 and the two previous years:

Operating Results	12/31/2015	12/31/2014	12/31/2013
General Fund Revenues - % of Budget	97.9%	96.0%	97.1%
General Fund Expenditures - % of Budget	93.5%	95.8%	97.1%
General Fund Revenues Over (Under) Expenditures	\$421,167	\$ 19,787	\$(672)
Operating Income-Business Type	\$2,889,220	\$2,085,973	\$2,600,968
Change in Net Position-Business Type	\$1,829,682	\$2,038,245	\$2,097,959

Statement of Net Position	12/31/2015	12/31/2014	12/31/2013
General Fund Balance	\$7,103,440	\$6,682,273	\$6,662,486
General Fund Balance (Unassigned)	\$4,473,663	\$4,620,984	\$4,653,560
Total Assets – All Funds	\$148,306,971	\$142,699,608	\$137,669,144
Cash/Investments – All Funds	\$21,906,362	\$20,015,313	\$15,374,844

Debt	12/31/2015	12/31/2014	12/31/2013
General Obligation Debt-Governmental	\$16,929,562	\$15,601,541	\$12,186,279
General Obligation Debt-Business Type	\$3,813,038	\$4,414,596	\$5,657,491
% of Debt Limit – General Obligation	47.0%	47.0%	44.1%
Revenue Debt	\$3,769,974	\$4,288,291	\$6,475,558
Total Long Term Obligations – All Funds	\$26,917,993	\$26,832,161	\$26,058,719

Report on Internal Control

The auditors have also prepared an accompanying report on the City's internal controls. Management's response to the comments included in the report is as follows:

Material Weakness – Internal Control Over Financial Reporting - This comment pertains to the City's current procedure in which the auditing firm prepares the final financial statements, due to the lack of staff time to devote to this. This is a common weakness for smaller municipalities, and should not be regarded as unable to prepare the necessary statements. At this time, no change to the current procedure is anticipated.

The following informational points have been added to this report that could affect future financial reports or results:

Cyber Risk Assessment – Cybersecurity is a growing challenge for organizations as the potential impacts of a security breach can be financial, operational, and reputational. The recommendation is to perform a cyber risk assessment to align our internal controls and processes with organizational objectives with regards to cyber risk.

Response – a security audit is being conducted in 2016 to identify potential security risks and take steps to mitigate those risks. Cyber liability insurance was purchased for 2016 for data breaches.

Government Fraud Prevention and Detection – Being proactive is critical when it comes to preventing and detecting fraud and the recommendation is to develop a fraud risk assessment and investigation policy and update on a regular basis.

New Resources for State and Local Government Boards – Baker Tilly has compiled a number of resources dedicated to educating state and local government board members with the increase in expectations and accountability required to be an effective board member. The recommendation is to go to www.bakertilly.com and click on the State and Local Government page to subscribe to their newsletter and access some educational videos.

GASB Statement No. 74 – The Government Accounting Standards Board (GASB) has prescribed other post employment benefit (OPEB) reporting changes effective with the 2018 fiscal year. The new OPEB standards parallel the pension standard of GASB Nos. 67 and 68 which have already been adopted by the City.

Tax Increment Financing Law Changes – In 2014, the Wisconsin Legislature appointed the Legislative Council Study Committee on the Review of Tax Increment Financing (TIF) to study and review Wisconsin TIF laws. As a result of the study, the Committee recommended 8 bills, four of which were adopted (2015 Wisconsin Act 254 – 257) in March 2016. The effective date for the annual reporting requirements stated in Act 257 is October 1, 2016.

CONCLUSION

Staff recommends Council adopt the resolution approving the 2015 audited financial statements. The audited financial statements and accompanying notes provide information in more detail than this memo. Please contact me if there are areas that need clarification or if I can answer any questions regarding this information.



RESOLUTION NO.

**RESOLUTION APPROVING AUDITED FINANCIAL REPORT
FOR PERIOD ENDING DECEMBER 31, 2015**

WHEREAS, the City of River Falls has contracted with Baker Tilly Virchow Krause to conduct a Report of Examination for the year 2015; and

WHEREAS, the River Falls City Council has reviewed the audit report, which includes the opinion on the general purpose financial statements; and

WHEREAS, the River Falls City Council finds the information in the audit report acceptable.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves and accepts the audited financial report for the period ended December 31, 2015.

Dated this 26th day of July, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

Administrator's Report

July 21, 2016

Council Member Meetings/Events of Note *(Items in Bold are Council Events)*

July 25, 1 p.m. – Severe Weather Siren Test

July 26, 6 p.m. – EMS Vehicles Available for Council to View prior to Council Meeting

July 26, 6:30 p.m. – City Council Meeting

August 9 – Fall Primary Election, Polls Open 7 a.m.-8 p.m.

August 9, 5 p.m. – City Council CIP#2 Workshop

August 9, 6:30 p.m. – City Council Meeting

August 22, 1 p.m. – Severe Weather Siren Test

August 23, 4:30 p.m. – City Council Training

August 23, 6:30 p.m. – City Council Meeting

September 1 – Classes begin for River Falls School District

September 5 – Labor Day – City Offices Closed

September 7 – Classes begin for UW-River Falls

Tuesday's Council Meeting Preview:

- Mann Valley Annexation Ordinance-Second Reading
- Residential Parking Permit System (No Parking in Grotenhuis Addition)- Second Reading
- Awarding a Contract for the Kinnickinnic River Corridor Plan Consultant
- Two Block Party Requests
- Combination "Class B" Liquor and Class "B" Beer License for Chef Leone LLC(West Wind)
- General Insurance Renewal
- Appointment of Buddy Lucero to St. Croix Valley Incubator Management Committee
- Approve South Fork Relay Replacement Project
- Approving Purchase of Vacuum & Camera Truck
- Amendment to the Project Plan and Boundaries of Tax Incremental District No. 10
- Establishing Tax Incremental District No. 12
- Approving Development Agreement with Winfield Solutions for Sterling Ponds Lot H
- Approving Development Agreement with Winfield Solutions for Mann Valley Property
- Resolution Approving Audited Financial Report for Period Ending December 31, 2015

Upcoming Events

July 26, 2016, 5-6:30 p.m. – UWRF Community Picnic, University Center North Patio

This family-friendly event offers free food and beverages and includes a brief program. Guests are invited to stay for the St. Croix Valley Community Band Concert at the Wall Amphitheatre on campus at 7 p.m. The concert is part of the [Chill on the Hill](#) free summer concert series. Go [here](#) for more information about the picnic. **RSVP's are required by July 21.**

Upcoming Events

July 26, 6 p.m. – EMS Vehicles at City Hall

Prior to the Council Meeting, the EMS Service will have two vehicles at City Hall for the Council to view. Please stop by!

August 9, Fall Primary Election, Polls Open 7 a.m. – 8 p.m.

A reminder that the election season begins in early August.

City Highlights

River Falls Days

Another successful River Falls Days is in the books. We are currently collecting information from our departments regarding any challenges they faced or suggestions they would like to make. Overall, this year's event seemed to have little problems. There is still some staff discussion about the benefit of 1:30 a.m. end time on Saturday.

From Our Facebook Page

Our sidewalk survey is on the City's Facebook page. To date, we have received nearly 600 responses. If you haven't had a chance to take the survey, please complete one. You can find the survey [here](#). Council should feel free to share via email or Facebook with friends and family who live, work, or attend school in River Falls. Thank you for helping us plan our City's sidewalk future.

We were very pleased to receive several comments of support for the City's Police Department in a response to a Facebook post after the shooting of Police Officers in Dallas. To view the post, please click [here](#).

In the News

Newscaster Kim Insley visited the Tri-Angels Playground on July 5. She shot video for a story on unique play spaces in the east metro. The show is expected to air on KARE 11 Sunrise on Friday, July 22, at around 6:15 a.m. (Look for a link on the [City's Facebook page](#) after the show.)

The Blue Bike Program has gone International!

International students attending at UW-River Falls are the stars of a new One Minute Rap on Blue Bikes. Several students took part in the video promoting the City's program. You can watch the video on YouTube [here](#). The video was created by City staff members Mike Noreen and Dennis Hildreth.

Chapman Drive

The construction work has begun on Chapman Drive. The road will provide a gateway from the new Highway 35 interchange to Sterling Ponds Corporate Park and neighborhood. Road widening and new lighting will improve safety in the area. Thanks to the Public Works Department for assisting Utility crews install a conduit along Chapman Drive in anticipation of the road project.

Collection of School Supplies at City Hall

Once again school supplies are being collected for River Falls' students through August 8. Please help the children have a great start to the school year. Thank you for your support! The following supplies are needed:

- Plastic pocket folders
- Book covers
- Notebooks – wide and narrow
- Composition books – wide lined
- Crayons - 48 and 64 count
- Pencils
- Scientific calculators
- Play dough – 4 pack
- Pencil top erasers

Employee/Hiring News

Congratulations to Officer Chris Gottfredsen on receiving the Outstanding Service Award from the Renaissance Academy in May.

Congratulations to Cindy McKahan who is retiring on August 3. Thank you for 17 years of dedicated service to the community.

Melinda Johnson has been hired as the new Clerk of Court. Ellen Fredrich who currently works as a Library Aide at the Public Library has been hired as the new Customer Service Representative. Lori Gutting will get a modified title (Assistant Clerk) and work more with the City Clerk. Congratulations!

Our new hire for the Operations Director has a familiar face. We welcome long-time City resident and UW-River Falls staff member, Mike Stifter. He will join our team on August 15.

I will be sending a separate update on staffing to the City Council next week to provide an overall update on open positions, vacancies, postings, and strategy for 2017-2018 budget.

Development in Progress



TW Vending Project in Sterling Ponds (top)
First National Bank (left)
Sycamore Street Water Tower (right)

City Administrator Comings and Goings

- Staff 1 on 1s
- Economic Development Meetings
- Management Team Meeting
- Major Project Meeting
- Hosted WHEDA Meeting
- Customer Appreciation Event