



**City of
RIVER FALLS**
COMMON COUNCIL AGENDA
August 23, 2016

Call Meeting to Order – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – August 9, 2016, Meeting Minutes **Page 2**
August 9, 2016, CIP #2 Workshop Minutes **Page 6**

Approval of Bills (Bjork) §

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

1. Change of Agent for Mainstreeter Bar & Grill, LLC., dba Mainstreeter Bar & Grill **Page 8**

PUBLIC HEARING:

6:31 p.m.

2. Ordinance 2016-12 - Modifying Chapter 17.104 – Administration and Enforcement Section of the Municipal Code Regarding Administrative Relief of Specific Zoning Requirements (setbacks, building height, site coverage, open space, parking) – Second Reading and Disposition **Page 14**

CONSENT AGENDA:

3. Acknowledgement of the following minutes:
 - a. Utility Advisory Board – 7/18/16 **Page 17**
 - b. Police and Fire Commission – 6/6/16 **Page 20**
 - c. EMS Advisory Board – 6/6/16 **Page 22**
 - d. Library Board – 6/6/16 **Page 24**
4. Resolution Requesting Exemption from County Library Tax **Page 25**
5. Resolution Regarding Request for City Assistance for Art on the Kinni **Page 27**
6. Resolutions Approving Shared Saving Loan
 - a. Resolution Approving Shared Savings Agreement and Promissory Note with WPPI Energy **Page 36**
 - b. Resolution Approving Shared Savings Agreement with River Falls Industrial Center, LLC. **Page 37**
7. Resolution Accepting Public Improvements (Highview 4th Addition) **Page 63**
8. Resolution to Revoke Declaration of Driveway Easement **Page 65**

ORDINANCES AND RESOLUTIONS:

9. Ordinance No. 2016-13 Amending Section 10.08.010a of the Official Traffic Control Map (Yield Sign On Kennedy Street At S. Sixth Street)-First Reading **Page 68**
10. Ordinance No. 2016-14 Amending Section 10.08.010a of the Official Parking Control Map and Section 12.06.030 of the Residential Parking Permit System-First Reading **Page 71**
11. Ordinance No. 2016-15 – Elections - Creating Section 1.08.050 – Creation of Municipal Board of Absentee Ballots Canvassers-First Reading **Page 76**



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Page 2

- 12. Resolution Regarding Purchase of Ambulance Chassis **Page 80**
- 13. Resolution Regarding Contract for Services-SCADA System Replacement **Page 83**

REPORTS:

- 14. St. Croix County Transportation Report
- 15. Sidewalk Repair Program/Project Updates
- 16. Strategic Plan Updates **Page 110**
- 17. Administrator's Report **Page 138**
- 18. Comptroller Report

ANNOUNCEMENTS:

- 19. Mayor's Appointment **Page 145**

CLOSED SESSION:

- 20. *Recess into Closed Session per Wisconsin State Statutes § 19.85(1) (e) for the following purposes:*
“deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive bargaining reasons require a closed session, to wit: purchase and sale of property in River Falls Industrial Park.”

RECONVENE INTO OPEN SESSION:

- 21. Take action on Closed Session Items if necessary

ADJOURNMENT Publish: River Falls Journal 8/18/16; Posted 8/18/2016



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

August 9, 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, Christopher Gagne, Scott Morrissette, Diane Odeen, Hal Watson

Members Absent: None

Staff Present: Scot Simpson, City Administrator; Dan Gustafson, City Attorney; Gordon Young, Police Chief; Julie Bergstrom, Finance Director/Assistant City Administrator; Keri Schreiner, Management Analyst; Amy Peterson, Assistant Community Development Director; Kevin Westhuis, Utility Director; Karen Bergstrom, Human Resources Director; Michelle Heinze, Human Resources Coordinator; Fire Chief Scott Nelson; Tony Steiner, City Planner

Others: Sue Beckham, Mary Emberger, Ruben Garcia, Heidi Heinze, others

The Pledge of Allegiance was said.

APPROVAL OF MINUTES:

July 26, 2016, Regular Meeting Minutes

MSC Morrissette/Cronk move to approve minutes. Unanimous.

APPROVAL OF BILLS:

Bills - \$816,841.10

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

Sue Beckham, 207 N. 4th – came representing the “Motion to Amend” people. She asked to Council to let the constituents express their opinion by being able to vote on the referendum on the November ballot.

Mary Emberger, 126 Vine – brought signed postcards in support of getting a referendum on the ballot. She asked Council to change its mind about putting their referendum on the ballot.

Change of Agent for Dolgencorp LLC dba Dollar General Store #6482

MS Morrissette/Gagne moved to approve change of agent. Alderperson Morrissette asked Agent Ruben Garcia if he understood his role as an agent; if he understood that if he wasn't present and if something happens liquor related, he was responsible; and if he had taken his responsible server's course. Garcia asked yes to all the questions. **With no other questions, the Mayor asked for a vote. The motion passed unanimously.**

CONSENT AGENDA:

Resolution No. 6066 - Approving 2015 Annual Report for the River Falls Fire Department

Resolution No. 6067 - Regarding Safe Ride Home Program

Resolution No. 6068 - Approving Management Agreement between the City and the River Falls Housing Authority

MSC Bjork/Odeen move to approve the Consent Agenda. Unanimous.

ORDINANCES AND RESOLUTIONS:

Ordinance 2016-12 - Modifying Chapter 17.104 – Administration and Enforcement Section of the Municipal Code Regarding Administrative Relief of Specific Zoning Requirements (setbacks, building height, site coverage, open space, parking) - First Reading

There were no comments from Council.

REPORTS:

Historic Preservation Commission Presentation

Heidi Heinze, Historic Preservation Commission Chair, presented a report for Council. The City is a certified local government which enforces an ordinance for the designation and protection of local properties; it has created a Historic Preservation Commission, and maintains a survey system for local properties and provides for public participation. Heinze talked about the Historic Preservation Plan and the Historical and Architectural Survey which was done last year with grant money. She talked about the ‘Historic Preservation’ denotation of homes and the national historic designation for the swinging bridge. Heinze talked about a current project – an online historic walking tour story map. She acknowledged the members of the Commission: Jayne Hoffman, Mark Anderson, Rebecca Prendergast, Pam Friede, and Jeff Bjork. Heinze talked about a historic museum. She thanked the staff for their hard work.

Heinze stood for questions. The Mayor asked how homes are given historical designation. She gave some different examples of how homes could be designated as ‘historical’. There was more discussion about historical designations including for the City’s swinging bridge.

Human Resources Presentation

Human Resources Director Karen Bergstrom and Human Resources Coordinator Michelle Heinze gave a presentation for Council. Bergstrom talked about the department’s functions including recruitments. She talked about HR information on the City’s website. Bergstrom talked about training and development and thanked the Council for funding it in the budget. Bergstrom closed by talking about compensation and performance evaluations.

Heinze talked about a software product that was purchased to streamline the payroll and other HR functions. She talked about legal compliance and reporting and benefit administration. They stood for questions.

Aldersperson Bjork asked about the high number of terminations. It was explained it was due to seasonal workers. Aldersperson Morrisette asked about the average years of service for employees.

Administrator’s Report

City Administrator Simpson appreciated having the CIP #2 workshop and understood Council members would be contacting him if they had questions. He reminded citizens that they had time to go and vote.

ANNOUNCEMENTS:

Mayor’s Appointments

Board of Appeals/ETZ Board of Appeals

Reappointment of Jeanette Leonard through October 2019

Historic Preservation Commission

Reappointment of Pam Friede through January 2018

Library Board

Reappointment of Joyce Breen through July 2019

New appointment of Purnendu C. Vasavada through July 2019

MSC Morrissette/Gagne move to approve the Mayor's appointments. Unanimous.

MSC Cronk/Morrissette to adjourn the meeting at 7:10 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan,
Deputy City Clerk



CIP #2 WORKSHOP
August 9, 2016 – 5 p.m.

City Council Members: Mayor Dan Toland, Todd Bjerstedt, Jeff Bjork, David Cronk, Chris Gagne, Scott Morrissette, Diane Odeen, Hal Watson

City Staff: Keri Schreiner, Management Analyst; Amy Peterson, Assistant Community Development Director; Julie Bergstrom, Finance Director/Assistant City Administrator; Brent Buesking, Management Analyst Fellow; Scot Simpson, City Administrator

The Capital Improvement Plan workshop was called to order at 5:02 p.m.

City Administrator Simpson told the Council that if they wanted to adopt the plan, additional levy would be needed. If the City proceeds with the Glen Park plan, there is a levy impact. Staff needs to understand if Council is ready to do that. Staff can make adjustments to accommodate the budget to make it work but it is not typically what we do.

Police Department building - At the time the building was remodeled, it was not supposed to be a long-term solution. It has been workable for 10 years. The City has spent some time on deferred maintenance. Simpson talked about the building and the possibility of a consultant who would determine building needs and size.

Aldersperson Gagne asked about the police workspaces. There was discussion about office layout, sharing of work stations and problems with the current set up. The City could put the Police station off for 10 years but then there would be a problem with several old facilities which will need to be addressed.

Aldersperson Watson asked if the Court could be combined with the Police Department and moved out of City Hall. Simpson said the State of Wisconsin wants the Court and Police functions to remain separate. Watson shared that he received feedback that it was difficult for people to have the court in the open with no privacy.

Finance Director/Assistant City Administrator Bergstrom stated that there was a budget on October 13. She went over the Capital Plan. Bergstrom noted some items that the amounts were different than the first time the plan was presented at a workshop.

Bergstrom talked about the plan tying into Strategic Plan goals. She covered project highlights including the Kinni River Corridor and the Glen Park Master Plan. She noted that the plan needs a levy increase.

Aldersperson Morrissette asked about equalized values. Bergstrom said those figures would not be available until late September. Simpson said we know that the values will be good news. There's a new tax base to help pay for it.

Simpson talked about paying for the Kinni Corridor and needing partners and grants to help pay for it.

Aldersperson Bjerstedt asked about the dam project. Simpson said that Kinni Corridor project will decide what will happen with the dams – whether they stay or go.

Aldersperson Bjork had questions about some of the projects. He was not in favor of raising taxes.

Aldersperson Morrissette talked about the chart regarding debt obligation and how the obligation was going down over time.

Watson shared that the Park Board was in agreement with the two year plan. Simpson reviewed the plan - major projects timing and priority. There are more changes needed.

The Mayor asked Council members for feedback. There was open discussion. Simpson said staff is looking at rate impacts also.

Gagne likes the revisions. He would like to see the Police Station done sooner and the feasibility study done sooner. Bjerstedt asked about what would happen to the old station. Simpson thought it would come down and then a discussion would occur about what happens to the lot.

Aldersperson Odeen is happy to see changes. She is on board with direction its going. She wants to see final numbers. Odeen appreciated being able to plan ahead for the City's future.

Aldersperson Cronk agreed with Gagne about doing the Police station sooner rather than later. He wants to look at it more carefully.

Bjork asked about City Hall renovations. There was discussion. Simpson explained the building was not designed for customer service. It was designed for the organizational structure at the time it was constructed.

Watson supports the river planning process and Glen Park plan. He suggested that the \$100,000 upgrade landfill/dog park and \$125,000 in parking lots could be amounts to defer to save money for other projects. He had a question about County Road MM and getting water to Mann Valley for future development.

Morrissette asked about South Main Street and the Compost Site. Staff explained the difference in the two North Interceptor projects in the CIP plan.

The meeting was adjourned at 6:21 p.m.

Respectfully Submitted,

Kristi McKahan, Deputy City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Bridget Hieb, Deputy Clerk

DATE: August 23, 2016

TITLE: Change of Agent Request – Mainstreeter Bar & Grill LLC dba Mainstreeter Bar & Grill

RECOMMENDED ACTION

Please consider appointment and approve or deny by motion Tiffany Joy as Agent for Mainstreeter Bar & Grill LLC.

BACKGROUND

§125.04(6) Corporations and Limited Liability Companies must appoint an Agent and that Agent shall be approved by the issuing authority.

In October 2015, Common Council adopted Ordinance 2015-04 stating a personal appearance by the Agent listed on the application is required before the Common Council at the regular meeting that the application is being considered. Failure of the Agent to appear would result in the delay of consideration of the application until the next regular meeting of the Common Council that a personal appearance can occur.

Tiffany Joy has successfully completed the requirements to be appointed as Agent. Ms. Joy has been notified of the requirement to attend.

CONCLUSION

Consider appointing and approve by motion the change of Agent request for Mainstreeter Bar & Grill LLC.

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 Mainstreeter Bar & Grill, LLC, as court-appointed receiver for Mainstreeters of River Falls, Inc.
(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 Mainstreeter Bar & Grill
(trade name)

located at 212 South Main Street, River Falls, WI

appoints Tiffany Joy
(name of appointed agent)

N8192 975th Street, River Falls, WI 54022
(home address of appointed agent)

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

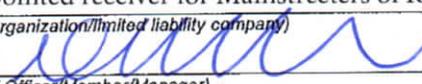
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 22 years

Place of residence last year N8192 975th Street, River Falls, WI 54022

For: Mainstreeter Bar & Grill, LLC, as court-appointed receiver for Mainstreeters of River Falls, Inc.
(name of corporation/organization/limited liability company)

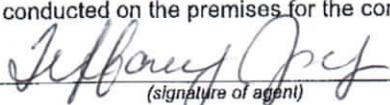
By: Attorney for receiver, Deanne M. Koll 
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

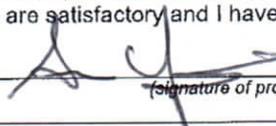
I, Tiffany Joy, hereby accept this appointment as agent for the
(print/type agent's name)

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.

 8/3/2016 Agent's age 35 years
(signature of agent) (date)
N8192 975th Street, River Falls, WI 54022 Date of birth _____
(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 8-12-16 by  Title Chief of Police
(date) (signature of proper local official) (town chair, village president, police chief)

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

COPY

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 of River Falls County of St. Croix
 City

The undersigned duly authorized officer(s)/members/managers of Mainstreeter Bar & Grill, LLC, as court-appointed receiver for Mainstreeters of River Falls, Inc.
(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 Mainstreeter Bar & Grill
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appoints Tiffany Joy
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N8192 975th Street, River Falls, WI 54022
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 22 years

Place of residence last year N8192 975th Street, River Falls, WI 54022

For: Mainstreeter Bar & Grill, LLC, as court-appointed receiver for Mainstreeters of River Falls, Inc.
(name of corporation/organization/limited liability company)

By: Attorney for receiver, Deanne M. Koll
(signature of Officer/Member/Manager)

And: [Signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Tiffany Joy, 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] 8/3/2016 Agent's age 35 years
(signature of agent) (date)
N8192 975th Street, River Falls, WI 54022 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 _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Joy, Tiffany A.					
Home Address (street/route)		Post Office	City	State	Zip Code
N8192 975th Street			River Falls	WI	54022
Home Phone Number		Age		Place of Birth	
715-497-6908 (cell)		35		Bedford, England	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Successor agent** of **Mainstreeters Bar & Grill, Inc.**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for ~~an alcohol beverage license~~ successor agent to liquor license.

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

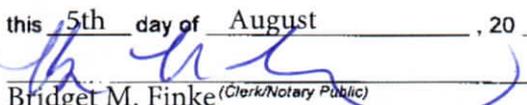
- How long have you continuously resided in Wisconsin prior to this date? 22 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? 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.)
- 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	Employer's Address	Employed From	To
Mainstreeter Bar & Grill	212 South Main Street, River Falls	June, 2002	Present
Luigi's Pizza	103 E. Locus Street, River Falls	2000	2002

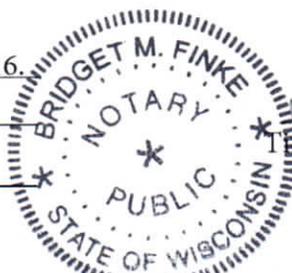
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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.

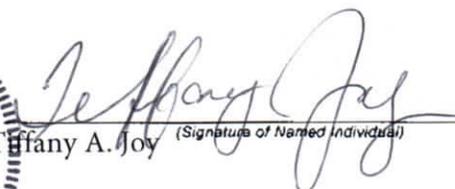
Subscribed and sworn to before me

this 5th day of August, 2016.


 Bridget M. Finke (Clerk/Notary Public)

My commission ~~expires~~ is permanent.




 Tiffany A. Joy (Signature of Named Individual)



**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 TJ 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 TJ 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 TJ 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 TJ 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 TJ 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 TJ No _____



Signature of Agent

8/3/16

Date

**BARTENDER'S LICENSE
BACKGROUND CHECK
CHECKLIST**

Name Tiffany Joly

WI Sex Offender Check ✓

National Sex Offender Check ✓

WI Circuit Court/CCAP Check ✓

MN Circuit Court Check ✓

Wisconsin Criminal History Check ✓

Local Record Check ✓

Clancy Check for outstanding parking \$ owed ✓

Additional Comments: _____

Background Check Done By: Tricia Traynor

Bartender License: ✓ Approved _____ Denied

Type of Denial: _____ 90 Day

_____ 3 Years from Offense Date

[Signature]

Authorizing Signature

8-12-16

Date

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Amy Peterson, AICP, Assistant Community Development Director

DATE: August 23, 2016

TITLE: Ordinance 2016-12 - Creating Section 17.104.020 (A)(9) Administrative and Enforcement Section of the Zoning Code – Second Reading

RECOMMENDED ACTION

Second Reading of Ordinance 2016-12 – Administrative and Enforcement Section of the Zoning Code

BACKGROUND:

Inevitably instances arise where the zoning requirements applied do not function as intended, or cause issue with future development plans. Typically when interpreting zoning code, interpretation and enforcement is black and white, i.e. 35 foot building height maximum means that the building shall not be built to 36 foot height. At times there are circumstances whether due to topography, irregular property boundaries, equipment height, financial burdens, or other unusual circumstances that requires a variance from the requirements. In the past, staff has required minor variance request to go through the Board of Appeals process, knowing fully that the variance request does not pose an adverse effect to public health, safety and general welfare and will not be injurious to or incompatible with adjacent land owners. This process both increases staff time and administration, as well as draws out process for the applicant.

ANALYSIS:

This administrative relief proposal provides the community and staff with a bit of flexibility, if needed, within the structure of the zoning code. The Department Director will have the discretion to approve 10 percent flexibility in standards or require a Board of Appeal review.

Currently, the WinField – Land O’ Lakes building in Sterling Ponds is proposed at 35’11” and the maximum height in Industrial-1 zoning is 35 feet. There is a piece of equipment needed by the company that with maintenance space will not allow them to

meet the 35 foot height requirement, without digging down and recessing the floor. This site is just over 13 acres in the middle of the Sterling Ponds Corporate Park and will be a flagship corporate location for WinField – Land O’ Lakes. The proposed building and landscaping will provide an aesthetically pleasing focal point for the Corporate Park. There is not an issue with public health or welfare; there is no danger or implications for adjacent property owners. This is the perfect instance where this proposed Administrative Relief clause could be utilized.

RECOMMENDATION:

On August 2, 2016, the Planning Commission reviewed this request and recommended creating Section 17.104.020 (A)(9) to authorize an administrative relief option for certain requirements of the zoning code. Attached is an ordinance amendment for your review. The first reading was August 9, 2016.

EXHIBITS:

1 – Ordinance No. 2016-12 – Creating Section 17.104.020(A)(9) – Administration and Enforcement of the Zoning Ordinance



**City of
RIVER FALLS**
ORDINANCE NO. 2016-12

**AN ORDINANCE
CREATING SECTION 17.104.020(A)(9)
(Administration and Enforcement of the Zoning Ordinance)**

**THE COMMON COUNCIL OF THE CITY OF RIVER FALLS DOES
HEREBY ORDAIN AS FOLLOWS:**

Section 1. That Section 17.104.020 (A)(9) is created to include the following wording:

9. Upon recommendation of the Zoning Administrator, the Department Director is authorized to grant administrative relief, with or without conditions, not to exceed 10 percent of the applicable requirement/standards set forth in this title, subject to the following:
 - a. The administrative relief is consistent with the Comprehensive Plan and is consistent with the Zoning Ordinance.
 - b. The administrative relief applies only to setbacks, building height, site coverage, open space and number of parking stall requirements
 - c. The administrative relief will not create conditions detrimental to the public health, safety and general welfare or will not be injurious to or incompatible with other properties or land uses in the vicinity

Section 2. Effective date. This ordinance amendment shall take effect from and after its date of publication as provided by law.

FOR THE CITY OF RIVER FALLS

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

Adopted: August _____
Published: August _____

REGULAR MEETING
RIVER FALLS UTILITY ADVISORY BOARD
July 18, 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, Grant Hanson, Duane Pederson, and Adam Myszewski. Absent: Tim Thum Staff present: Kevin Westhuis, Utility Director; Rhonda Davison, Utility Program Coordinator; Julie Bergstrom, Finance Director; Ron Groth, Water/Wastewater Superintendent; Wayne Siverling, Electric Operations Superintendent; Reid Wronski, City Engineer Other: Ron Quanbeck, TKDA

M/S Odeen/Swanson to approve minutes of the June 20, 2016 Regular Meeting. Motion Carried.

PUBLIC COMMENTS:

CONSENT AGENDA:

1. Acknowledgment of the following minutes:
POWERful Choices Committee – 06-09-16

RESOLUTIONS:

2. Resolution Recommending South Fork Relay Replacement Project. Utility Director Westhuis and Electric Operations Superintendent Siverling gave a brief presentation. Siverling talked about the importance of relay equipment in a substation and stated that the existing equipment is outdated, have had failed breaker control switches, and a hard time finding replacements for those. This project includes SCADA equipment replacement and backup battery power (scheduled to be replaced – battery backup is on a 20 year replacement schedule). These are vital pieces that make the substation work properly. Westhuis explained that the timing of this 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. The price of the project includes \$55,000 for engineering and \$220,000 for equipment with a total of \$275,000 for this project. Westhuis asked the board to recommend resolution 2016-11 for authorization for professional services and equipment purchases for the South Fork substation control replacements. M/S Pederson/Odeen approved resolution 2016-11. Motion Carried.
3. Resolution Accepting Recommendations of Technical Memorandum Regarding Downstream Interceptor Plan for North Interceptor. Reid Wronski, City Engineer and Ron Quanbeck from TKDA gave a presentation. Wronski stated in March of 2016 the Utility Advisory Board and City Council adopted a resolution to enter into an agreement with TKDA for professional services necessary to complete initial work for the North Interceptor Sewer Project. Wronski stated he wanted to get the downstream interceptor planning and preliminary design to the UAB as soon as possible. This will help with the coordination of the upcoming substation project and the Heritage Park to Division Street trail project. Ron Quanbeck from TKDA stepped through his recommendations as outlined in the Technical Memorandum provided in the Utility Advisory Board packets. Advisory Board Member Swanson asked about the In

Situ techniques and how much can you expand the pipe. Quanbeck answered depending on the method used. Pipe bursting can increase pipes confidently one size and pipe reaming you can increase the pipe size greater (2 or 3 pipe sizes). Swanson also asked if need be how would you go under the river and is this potentially the big area where development will be? Quanbeck responded that would be a challenge and was discussed. There are a couple of options like micro tunneling but after talking with people the most likely way would be open cutting across the river. Westhuis stated our development seems to be going north towards the interstate. Westhuis asked Quanbeck what is the current condition of our pipe. Quanbeck stated the current conditions of the pipe can accommodate out to the urban area boundary. Odeen stated just to clarify it sounds like the two river crossings do not need to be done this time but those would be places to look at in the future. Quanbeck confirmed that is correct. M/S Odeen/Myszewski to accept Resolution 2016-12 accepting recommendations of Technical Memorandum regarding downstream interceptor plan for north interceptor. Motion Carried.

4. Resolution Recommending Purchase of VAC Truck and Camera. This purchase has been on staff's radar for a while and after a year's worth of evaluation, research, and adding additional staff it would be a good time to purchase a VAC Truck and Camera. Utility Director Westhuis explained that a VAC 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. A VAC truck can also be used for cleaning sewers, televising sewers and emergency bypass situations. The truck will be used primarily by the Water Department for a minimum of 384 hours per year cleaning sewers and wet wells and an estimated 64 hours cleaning pump lift stations. The Public Works department will also use the vacuum truck on various projects and the Sewer department will use the truck to clean the two scum pits at the Waste Water Treatment Plant. Westhuis explained that in the last twelve years the City has spent an average of \$38,963 per year and a total of \$467,557 on contracting the sewer cleaning and TV inspection. Currently the City contracts out all of the City's vacuum truck needs. The cost for the 2007 Vactor Vacuum Truck and the televising camera totals \$240,000. Westhuis stated the truck would be purchased from Envirotech with an agreement to give us the right of refusal when they deliver the truck. Staff can look it over and if they are not satisfied Envirotech will take it back. The truck will also have a three month warranty which Ron Groth stated was very uncommon with a used truck. Staff recommended the Utility Advisory Board approve the resolution with a recommendation to City Council approving the purchase of the 2007 Vactor Vacuum Truck and Televising Camera. Pederson asked if this purchase would replace the current trailer VAC. Ron stated that the City would keep the trailer VAC as the Street Department has use for it. Swanson asked if there are any concerns with technology being nine years old on the truck. Groth stated it is not the most up-to-date but the mechanics are the same and the pump is similar technology to the newer models. The camera is a newer camera and was used as a demo camera and has a one year warranty on it. M/S Odeen/Pederson to recommend Resolution 2016-13 recommending purchase of vacuum truck and camera to City Council. Motion Carried.

REPORTS:

5. Utility Project Updates. Utility Director Westhuis gave a presentation on the current Utility Projects. These projects include: The Waste Water Treatment Plant rehabilitation project that is well under way and scheduled to be complete by November 2016; the Power Plant a \$4M

project that will update outdated and inefficient equipment; the Sycamore Water Tower reconditioning project scheduled to be complete first week in August; Radio Road boring a crucial piece of infrastructure for our Electric Utility that moves 3-phase power to Mann Valley and moves us close to redundancy with a loop feed for Sterling Ponds Corporate Park; Chapman Drive, a conduit installation for future 3-phase and street lights; South Fork Relay Replacement Project, the four distribution (feeder) relays are mid 1990's; 2016 Sanitary Sewer Lining scheduled to start on September 6th; and North Interceptor Project in coordination with Reid Wronski, City Engineer. Swanson asked if the Chapman Drive road is being raised. Westhuis and Wronski stated it is not being raised. Pederson asked about the Community Solar Panels and the concerns with the neighbors. Westhuis stated he has met with those concerned neighbors several times and working on resolutions including fencing, landscaping, and safety ideas.

6. Finance Report: Financial reports were included in the Utility Advisory Board packet for review. Bergstrom pointed out that storm water financial statements are now included in the packets as the Utility Advisory Board reviews storm water. Baker Tilly, the City's auditors will be presenting the results of the 2015 audit report at next Tuesday's Council meeting on July 26th. Bergstrom invited board members to come to the meeting or watch online. Bergstrom reported that the outcome of the audit is positive.
7. Utility Dashboards for, Electric, Water, Waste water and Powerful Choices were included in the UAB Packets.
8. Monthly Utility Report was included in the UAB packets for review. Westhuis stated that there have been a high number of electric outages recently. Nothing consistent as the outages have ranged from a car hitting a pole, primary failures, motors burning up in substations and storms. Hats off to the Electric Crews for restoring power. Westhuis handed t-shirts to the board celebrating RFMU being number one in the state for Renewable Energy. Westhuis encouraged board members to wear their shirts at the upcoming Customer Appreciation Event.

ADJOURNMENT:

M/S Myszewski/Pederson moved to adjourn at 7:33 p.m. Unanimous.

Reported by: Kristi Hartmon, Administrative Assistant

Duane Pederson, Secretary

POLICE & FIRE COMMISSION MEETING MINUTES**June 6, 2016 @ 6:30 p.m.**

River Falls City Hall

Council Chambers

222 Lewis Street

River Falls, WI

Call Meeting to Order 6:32 p.m.

Commission Members Present:

Carole Mottaz, Dan Vande Yacht, Jean Wespetal, Gary Donath and Mark Sams

Also Present: Gordon Young, Scott Nelson, Julie Bergstrom

Police Department

Approval of Minutes: Regular Meeting Minutes from May 2, 2016 (Correction to Agenda)

MSC Vande Yacht/Wespetal to approve the May 2, 2016 Regular Meeting Minutes as read. Unanimous.

- 1) Hiring of Ryan Bleskey puts Police Department above 23 officers Julie has approved but was put in motion prior to Chief Young's hiring. Bleskey was sent to recruit as a reserve officer. Decision made with City Administrator Simpson, Deputy City Administrator Bergstrom & then Acting Chief Jon Aubart to send him through academy while receiving Reserve Officer pay as he was a high quality candidate. He is now employed at full time salary with no benefits as a temporary full-time officer in hopes that an opening within a year with an opening due to retirement. Further background was given on Officer Bleskey.
- 2) Update on hiring of Tricia Traynor, Police Services Specialist who filled the vacancy due to Ailene's promotion to Police Services Specialist Supervisor. Educational, employment and personal background given.
- 3) Resignation of Reserve Officers. Jamie Lennartson (effective April 5, 2016), Brian Sweeney (effective March 30, 2016), Jennifer Solorio (effective March 1, 2016) and Elizabeth Berres (effective January 28, 2016).

MSC Wespetal/Vande Yacht to accept the resignation of Police Reserve Officers on the above stated dates. Unanimous.

- 4) Update on Reserve Officer Hiring.
Sgt. Anderson in charge of reserve officer process. Testing was completed on May 23. The scoring & ranking of reserve officer testing will happen this week. Full allowed staffing for Reserves is at 21 while optimally we would have 14-15. We currently have eight (8) now. We are moving this process along to get them paired up with a training officer for the upcoming River Falls Days.
- 5) Police Week Recap.
Chief Young expressed thanks to the Police & Fire Commission for the box of cookies. Other items received were police officer thank you treat bags for each officer by Officer Kober's boys Brock and Owen, a large bag of cookies, handmade cards and visit from Jacob's Ladder Preschool class, a box of donuts and rolls from Chamber of Commerce and dessert and appreciation note from Sgt. Bangert's family. Chief expressed gratitude to all for the appreciation.

- 6) Recognition for Officer Chris Gottfredsen.
Mottaz wanted to officially recognize Officer Gottfredsen for being the recipient of the White Night Award, which is an award given to a person outside the school district who does something outstanding for students. Gratitude was also expressed to Officer Gottfredsen for coordinating the school patrol picnic.
- 7) CIT Training.
Mottaz inquired about CIT training and did not see anything recent for our officers' training. She suggested the department look into obtaining CIT training for our officers. Chief will bring information on training received by our officers to the next meeting.
- 8) Active Shooter Information Session.
Discussion regarding the informational tabletop demo to a local business that Sgt. Anderson recently led at their request. When asked if the police department would welcome the opportunity to present this topic to other companies, Chief Young agreed.

Fire Department

- 1) Run Volume.
Continue to have some slow months but kept busy. May 2016 run volume: responded to a total of 22 fire calls, which compares to 29 calls for the same period last year. Year to date is: 2016 – 88 calls; 2015 – 123 calls.
- 2) Training.
206 Union Street building has been used for a few months for training prior to being demolished by City. Training included simulating fire attack, incident command and tactical activities. Training has also been conducted with the inflatable rapid rescue boat.

Chief Nelson attended the Smart Trust seminar with other management personnel from the City. After giving a brief description of the training Chief Nelson stated this Stephen Covey seminar was an excellent training.

- 3) Activities & Highlights.

Chief Nelson received his five-year employment recognition at the employee recognition luncheon held on May 19.

Chief Nelson is getting word out for January recruitments including having a booth at local festivals. He stated there has been some attrition down from 55 to 40. He is looking to put on class of 10-15.

- 4) Annual Report.
Chief Nelson stated he is working on his annual report and hopes to have it completed next month.

Adjournment

Motion to adjourn at 6:55 p.m. MSC Vande Yacht/Donath. Passed.

Respectfully submitted,

Ailene Splittgerber
Recording Secretary

EMS ADVISORY BOARD MEETING MINUTES**June 6, 2016 @ 6:45 p.m.**

River Falls City Hall

Council Chambers

222 Lewis Street

River Falls, WI

NOTE: OFFICIAL ACTION MAY BE TAKEN ON ANY AGENDA ITEM

Commission Members Present: Carole Mottaz, Dan Vande Yacht, Jean Wespetal, Gary Donath and Mark Sams, Chris Gagne (7:50 p.m.)

Also Present: Jeff Rixmann, Julie Bergstrom

Call Meeting to Order 6:56

Approval of Minutes: May 2, 2016 Sams/Wespetal

- 1) Personnel Update. An offer is out to a candidate for Training Officer to work part time in Prescott. Interviews will be held on Thursday of this week for casual paramedic and EMTs for Prescott. All Pay for Call positions are full. Recruitment has started for EMS Class to be held in August or early September and Rixmann is looking to put six to eight people through this class. Scheduling changes have been implemented. Training officers will take several shifts in Prescott. All need to take one 12-hour shift in Prescott as needed. Director Rixmann stated he is working on getting rid of “us vs them” mentality as there is no division between the 2 locations; it is one service serving both communities.
- 2) EMS week update
Director Rixmann expressed thanks to the Advisory Board for the cookies. They were gone in about two days.
Proud to announce 500 third grade students between Prescott & River Falls had learning sessions. The staff liked to get involved. Police Liaison Officer Chris Gottfredsen helped. Director Rixmann discussed the safety training that was very well received by students, schools and parents. This was the first year for this program in the Prescott schools and was well received.
- 3) New Ventilator Demonstration.
Director Rixmann gave a thorough explanation and demonstration of the new ventilator purchased. Thanks was expressed to Director Rixmann for getting variance to obtain machine.
- 4) River Falls Days Safety Plan.
An Incident Action Plan Is underway. Director Rixmann and Sgt. Matt Kennett of the police department have been revising the Action plan to have in place for the upcoming River Falls Days celebration. Director Rixmann relied on his experience with drafting the Farm Tech Days Incident Action Plan several years ago. The Board expressed interest in seeing the Plan when completed.
- 5) Director Rixmann shared Monthly Report numbers. Between the 2015 and 2016 data to date, the EMS Service is 54 calls behind last year. With current call volume that could easily be made up in a week as

some days they respond to 16 calls per day. Director Rixmann indicated that inter-facility transfers and standbys have increased due to some more fire calls. 911 call volume is down.

- 6) June 8 EMS will have representatives for the Law Enforcement Torch Run Fundraiser supporting Special Olympics. An ambulance will also follow behind the bike riders that will be led by a squad car.
- 7) June 18 EMS will be at the biannual Touch a Truck event. This year the fundraising goes to the River Falls EMS service. Dick's Fresh Market will donate 100% proceeds for the concessions fundraiser as well as doing an internal fundraiser for the EMS service.
- 8) Thurs June 30 – National EMS Memorial Bike Ride, which normally goes through coastal areas of the country, will be coming through River Falls. It starts in Chicago and ending in Woodbury and will be stopping at the River Falls Area Hospital for lunch June 30. They will be honoring several local individuals this year's bike ride. After lunch the riders will bike by EMS Hall. EMS will bring family members of the honorees to the finale.
- 9) Both St. Croix & Pierce County Dispatch Centers utilize IM Responding software which sends notifications of calls to cell phones before the radio dispatch is made. The notifications use Google Mapping so there are some issues with routes and GPS is not always reliable especially in and near Prescott.
- 10) Annual Report Presentation. Director Rixmann gave a presentation of the annual report as given to rural towns and Prescott City Council. It covered information about the district served, mutual aid and interfacility transfers, cost and reimbursables rate as well as many other aspects of the EMS Service. Director Rixmann expressed his thanks to the Commission for their support through the years and to the City for their support to all emergency service providers. The Commission in turn gave thanks to Rixmann for his leadership.
- 11) Gagne explained his late arrival due to a special Utilities meeting.

Next meeting will be in August unless a special meeting is required in July.

Motion to adjourn at 8:14 p.m. MSC Wespetal/Sams. Passed.

Respectfully submitted,

Ailene Splittgerber
Recording Secretary

River Falls Library Board Minutes
Monday, June 6, 2016

Present: Judie Caflisch, George (Bud) Ayres, Rebecca Ferguson, Janet Johnson, Joyce Breen, Ruth Kuss, Jean Ritzinger, Nancy Miller (director)

Absent: Dave Cronk

Call to Order: Judy Caflisch called the meeting to order at 6:30.

Quorum: a quorum was established.

Open Meeting Law: Nancy Miller certified that the meeting was properly noticed.

Acceptance of Agenda: Ferguson moved. Breen seconded. Motion carried.

Approval of Minutes from May 2, 2016: Johnson moved. Kuss seconded. Motion carried.

Approval of Bills: Ayres moved. Breen seconded. Motion carried.

Directors Report:

a) Katie Chaffee has submitted her resignation. There have been 8 applications so far. Applications are due before June 16th.

b) Pierce County Librarians will meet to discuss funding.

c) The position on the Library Board remains vacant. We will be looking for applicants.

d) Summer library programs and events are underway.

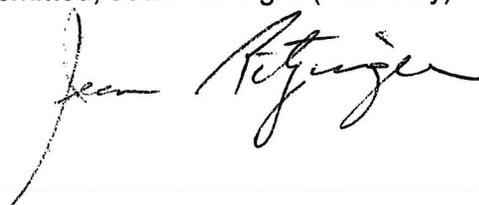
e) The River Falls Chamber of Commerce has asked to put one of their new kiosks in the library. The kiosks will list upcoming events open to the public. Tom Schwalen will be checking into electrical requirements for the kiosk.

Current Business: Reviewed the draft of the collection agency policy. Ferguson made a motion to accept the collection agency policy draft with the caveat to fill in the correct time frames between notices and billing when Nancy knows for sure. Johnson seconded. Motion carried.

New Business: Johnson made a motion to pre-approve the bills for July. Kuss seconded. Motion carried.

Date for August Meeting: August 1st, 6:30

Respectfully submitted, Jean Ritzinger (secretary)



MEMORANDUM

TO: Mayor Toland and City Council

FROM: Lu Ann Hecht, City Clerk

DATE: August 23, 2016

TITLE: Resolution Applying for Exemption from County Library Tax

RECOMMENDED ACTION

Approve resolution exempting the City from the county library tax.

BACKGROUND

Counties in the State of Wisconsin levy a tax for support of public libraries. Municipalities that support a public library with tax dollars are allowed to exempt themselves from the county library levy, as per Section 43.64(2)(b) of the Wisconsin State Statutes, providing they meet the fiscal requirements as set out by the formula in the statute. The City of River Falls meets this requirement.

DISCUSSION

In order to process the exemption request, the counties are requesting that the governing body approve a resolution. The 2016 City library levy is \$830,419 and exceeds the minimum amount for the exemption test.

CONCLUSION

Approval of the resolution is recommended to be forwarded to Pierce and St. Croix counties in compliance with the statutes.

1.



RESOLUTION NO.
REQUESTING APPLICATION FOR EXEMPTION FROM
COUNTY LIBRARY TAX

WHEREAS, the County Boards for both Pierce and St. Croix Counties levy a county library tax; and

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides that any city, town, or village which levies a tax for public library service and appropriates and expends for a library fund as defined by section 43.52(1) of the Wisconsin Statutes during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of the property in the city, town or village for the current year is exempt from the county library tax; and

WHEREAS, the City of River Falls will, in 2017, appropriate and expend an amount in excess of that calculated above.

NOW THEREFORE, BE IT RESOLVED that the City of River Falls hereby requests of the Pierce and St. Croix County Board of Supervisors that City of River Falls be exempted from the payment of any county tax for the support of the public library service as provided in Section 43.64(2) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded by the City Clerk to the following parties:

Pierce County – County Clerk
414 W. Main Street, PO Box 119
Ellsworth, WI 54011

St. Croix County – County Clerk
1101 Carmichael Road
Hudson, WI 54016

Dated this 23rd day of August, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Lu Ann Hecht, City Clerk

DATE: August 23, 2016

TITLE: Resolution Approving City Assistance for Art on the Kinni Event

RECOMMENDED ACTION

Adopt the resolution approving City assistance for the 21st Annual Art on the Kinni event to be held on September 10, 2016.

BACKGROUND

Community Arts Base (CAB) has historically held the Art on the Kinni event on the first Saturday in September and submitted a letter requesting City assistance. For this year's event, assistance is requested with the following:

- Friday, September 9, placement of barricades at the north end of River Walk.
- Barricades at both ends of the Heritage Park parking lot and at the opening near the Hove Auto Body property.
- No parking in the Heritage Park parking lot after 4:00 p.m. on September 9
- RFPD to patrol the area from 9 p.m. Friday, September 9, to 6 a.m. Saturday, September 10, and to have barricades placed at both ends of Lake George Trail.
- Additional trash receptacles at the south end of Lake George Trail, along the trail and in Heritage Park for a total of 12 for the event.
- Picnic tables in Heritage Lot parking area (12), south end of the Lake George Trail (6), and near the duck feeding area along the trail (4).
- Temporary electric as in previous years.
- Have the trash and recycling bins along the pathway and in Heritage Park emptied prior to 4 p.m. on Friday, September 9.

Attached to this memo please find correspondence from Steve Preisler, CAB Board President and AOK Co-Chair, received August 4, 2016, outlining the requests.

DISCUSSION

I have reviewed the request with Chief Young; Terry Kusilek, Street Supervisor; and Wayne Siverling, Electric Supervisor. No concerns were expressed.

CAB members will move picnic tables and barricades as needed; they are just requesting the delivery of them.

FINANCIAL CONSIDERATIONS

Public Works, Police, and Electric Utility Departments contribute staff time; no expenditure of additional funds is required for this event. CAB is invoiced for their electric usage during this event.

CONCLUSION

A resolution supporting the Community Arts Base (CAB) request is attached for Council action. A representative from CAB will be present at the Council meeting to answer any questions that may arise.



P.O Box 162, River Falls, WI 54022
715-426-5219

August 4, 2016

Lu Ann Hecht, City Clerk
City of River Falls
222 Lewis St., Suite 202
River Falls, WI 54022

RE: Request for Resolution from City of River Falls to Approve Assistance for 2016 Art on the Kinni

Dear Lu Ann:

On behalf of the River Falls Community Arts Base (CAB), I am requesting that a motion be considered at your upcoming August 2016 council meeting to support a *Resolution Approving City Assistance for CAB's Art on the Kinni Event*. The event will be held on Saturday, Sept. 10 in Heritage Park, Veterans' Park, and along the White Pathway. I am also attaching the memorandum to the Public Works Dept. with details of this request.

In order to encourage our visiting AOK artists to spend more time (and money) in River Falls, we will allow tent/display set-up to begin on Friday (9th). Accordingly, Chief Young has committed that the RFPD will patrol the Pathway overnight as outlined in the attachment.

We will appreciate your updating last year's resolution with details related to a "NO PARKING" order on the day prior, Sept. 9; and the day of the event, Sept. 10 at the areas aforementioned, as well as the placement of picnic tables, trash cans, barricades, the use of temporary power supply poles, and security services as appropriate. Also, we again request permission to place promotional signs at the entrance to Heritage Park and the south entrance to the Pathway two (2) weeks prior to the event.

Finally, we are also requesting that the parking lot at the city hall again be available for overflow parking to accommodate the outstanding turnout we again anticipate for this annual arts event. CAB member David Markson (715-821-1699) will work with the Public Works Dept. for electrical needs, and set up of barricades as he has done in the past.

CAB very much appreciates your assistance and continued support for Art on the Kinni! Thank you for this consideration.

Respectfully,

A handwritten signature in black ink that reads "Steve Preisler".

Steve Preisler, CAB
Art on the Kinni Chairman
Home: 715-425-7530 Cell: 608-698-6508

Cc: Dan Toland, Mayor; David Markson

Attachment



MEMORANDUM

Aug 4, 2016

TO: Terry Kusilek, Director
City of River Falls Public Works Dept.
FR: Steve Preisler - 2016 Art on the Kinni Chair 608-698-6508 (cell) 715-425-7530
(home) email: sjpreisler41@gmail.com
RE: Set up for Art on the Kinni – trash receptacles, picnic tables, electric needs and street barricades

Cc: Chief Gordon Young, RFPD

We would appreciate your help in taking care of these items for CAB/Art on the Kinni, which is on Sept. 10 this year. Event begins at 9 am; however, much of the setup is Friday afternoon/evening (5 – 9 pm on the 9th).

Friday Sept. 9 – requesting the following:

1. Place barricades at both ends of the Heritage Park parking lot. Since we are “checking in” artists on Friday as well as early on Saturday morning, we would like the Heritage lot empty by no later than 4:30 pm on Friday. We plan to use this parking area as part of the art fair during the event, so only handicapped and food vendor parking would be allowed to park in the Heritage Park lot during Art on the Kinni. The lot can be re-opened to public parking at 6 pm on Saturday.
2. We have received confirmation from RFPD Chief Young that his department will secure the White Pathway from 9 pm to 6 am beginning Friday night September 9. Accordingly, we will allow artists to set up between 5 and 9 that evening. We hope that the early set-up is a way for this RF CAB event, **21st Annual Art on the Kinni**, to encourage artists to come to River Falls on Friday, spend the night and, thus, bring business to the community.
3. In keeping with the commitment to secure the White Pathway on Friday night, we request barricades for use at both ends of the Pathway and for the opening to the Pathway near the old Hove Auto Body property. We will put them in place when the Pathway becomes secured and take them down in the morning.
4. Trash receptacles requested:

4- south end of White Pathway

4-along the White Pathway (in the middle section)

4 – Heritage Park

* We would also request that contact be made with Advance Disposal to ask if they would be sure their existing trash and recycle bins in Heritage Park and along the White Pathway are emptied prior to 3 pm on Friday. (In the past they have shown up on Saturday morning and set-up is already underway, so there is no way they can get a truck down the Pathway.) Any help in emptying the existing city-owned bins in Veteran's and Heritage Parks would also be greatly appreciated.

CAB will get 12 recycle bins from Pierce County and will handle the disposal of recyclables during and following Art on the Kinni.

6. Picnic tables requested:

6 picnic tables on the south (power plant) end of the White Pathway

4 picnic tables between the Heritage parking lot and the middle of the White Pathway (near the duck-feeding deck area)

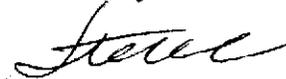
12 picnic tables in the Heritage parking area (we will also be using this space for a picnic tent, food vendors, registration and other event/displays again this year)

If you are able to place the tables in the general area, as noted above, it would greatly help us out. We will move as appropriate.

7. Electrical requested:

4 temporaries needed per previous years.

Thanks for your assistance. Please call or email me if you have any questions. David Markson (715-821-1699) will be helping to coordinate set-up (including the 4 locations for electrical temporaries) as he has done in past years. Again, thanks for your much-appreciated help in making this year's event a sure success for CAB and the River Falls community!



Steve Preisler



RESOLUTION NO.

**RESOLUTION APPROVING CITY ASSISTANCE
FOR THE ART ON THE KINNI EVENT**

WHEREAS, the River Falls Community Arts Base (CAB) is planning its annual Art on the Kinni Art Fair; and

WHEREAS, the Art Fair will take place in Heritage Park, Veterans' Park and on the Lake George Trail and White Pathway on Saturday, September 10, 2016, from 9:00 a.m. to 5:00 p.m.; and

WHEREAS, the Community Arts Base Board is requesting the City allow vendors to drive on the pathway for set up and take down on September 9 and September 10, 2016, between 5 - 9 p.m.; and

WHEREAS, CAB is also requesting to close River Walk to traffic and a "No Parking" order for Heritage Park parking lot on September 9 and 10, 2016, placement of picnic tables, recycling and trash cans in Heritage Park, Veterans' Park, Lake George Trail and White Pathway, and placement of barricades; and

WHEREAS, temporary power supply poles are to be used; and

WHEREAS, CAB is requesting signage be allowed at the north and south parking lots two weeks prior to the art fair; and

WHEREAS, CAB is requesting the use of the City Hall Parking Lot on September 10, 2016, for additional parking.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby grants the requests of the Community Arts Base Board as set forth in this resolution and the attached letter.

Dated this 23rd day of August, 2016

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

To: Mayor Toland and City Council

From: Mike Noreen, Conservation and Efficiency Coordinator

Date: August 23, 2016

Re: Shared Savings Loan Approval

INTRODUCTION

This memorandum asks that the City Council approve the Shared Savings Loan application of the River Falls Industrial Center, LLC as well as the Shared Savings Funding agreement with WPPI Energy.

BACKGROUND

Many businesses delay the replacement or improvement of inefficient equipment and building components because the initial purchase costs are perceived as an obstacle. Despite attractive investment returns and other long-term benefits of energy efficiency projects, customers simply cannot pursue these energy cost reduction opportunities because of the “initial cost” barriers.

In an effort to respond to these initial cost barriers, WPPI Energy has a Shared Savings program that offers WPPI Energy capital to a customer with a two percent loan rate to advance energy efficiency projects costing from \$2,500 up to \$50,000. This program allows a utility customer to receive energy savings in advance to undertake an energy efficiency project and then repay the funding in sixty equal installments on their utility bill. In some cases, the payments are less than the energy cost savings, resulting in a positive cash flow for the customer.

Funding for projects are based on estimated energy savings over a five-year period, and will not exceed the project cost. Any incentives, grants, tax credits or other outside funding will be deducted from the total available funding amount.

DISCUSSION

River Falls Industrial Center, LLC (RFIC) is seeking a shared savings loan to upgrade the facility to LED lighting. This is RFIC’s third loan through the Shared Savings program. The first loan (\$50,000) was paid off in 2015. This initial loan reduced RFIC’s lighting expenses by about 25 percent and this loan also included HVAC improvements. The second loan from 2014 (originally \$50,000) has an outstanding balance of \$32,244.01. RFIC’s participation in the Shared Savings Program has been successful to date. The new loan request, if granted, will allow for the installation of LED lights that will replace T8 fluorescent fixtures and are expected to reduce their lighting costs by 50 percent.

Project Overview

Project:	LED Lighting
Project cost:	\$56,095
Buy down:	<u>\$26,095</u> (customer contribution + incentives)
Adjusted Project Cost/Loan Amount:	\$30,000
Monthly Loan Payment:	\$525.83
Monthly energy Savings:	\$539.00
Simple Payback:	8.7 years (energy savings only)

Loan Liability Review

Shared Savings loan liability is typically shared equally between WPPI Energy and the member (RFMU), with each assuming 50 percent risk. Per the WPPI Official Service Document, Shared Savings loan amounts are capped at \$50,000 per project, and WPPI's default exposure to any one customer is capped at \$25,000. Multiple projects for the same customer may exceed \$50,000, provided that the member utility assumes all of the default risk for the incremental funding above \$50,000. WPPI will only proceed with the Shared Savings Loan if the River Falls Municipal Utilities approves the credit risk for this project. Since RFIC has an outstanding Shared Savings loan of approximately \$32,244 (if approved will have \$62,244 outstanding), the shared risk on the combined outstanding loans if this loan is approved is 59.8 percent covered by River Falls and 40.2 percent covered by WPPI Energy.

	Loan #2 2014 (Outstanding)	% of Risk	Loan #3 2016	% of Risk	Total	% of Risk	
WPPI	\$ 10,576.03	32.8%	\$ 14,423.97	48.1%	\$ 25,000.00	40.2%	
River Falls	21,667.98	67.2%	15,576.03	51.9%	37,244.01	59.8%	
Total	\$ 32,244.01	100.0%	\$ 30,000.00	100.0%	\$ 62,244.01	100.0%	

WPPI Energy Credit Scoring Model Results

The applicant's loan request is reviewed by WPPI in accordance with their loan policies. A credit score is assigned to each of five financial review categories: utility payment history, personal bureau score, equity analysis, debt coverage analysis and financial trend analysis. Based on the financial information provided by the applicant, the credit score reached a level of automatic eligibility and near the top tier of WPPI standards. Specific credit scores are withheld due to customer confidentiality; however, the score for the applicant was in excess of the minimum required. The scoring analysis was provided to the staff to help assess the level of financial risk of the Shared Savings loan. WPPI delegates all decisions on Shared Savings eligibility, risk assessment, and loan approval to the River Falls Municipal Utilities.

SUPPORTING DOCUMENTS

Attached for your review are the:

1. Shared Savings Funding Agreement with WPPI and approving resolution
2. Shared Savings Promissory Note
3. Shared Savings Agreement with the River Falls Industrial Center, LLC and approving resolution
4. Personal Guarantee of Tom Elbert

CONCLUSION

Because of the acceptable credit score, the positive economic development impacts, and energy efficiency upgrades, staff recommends approval of the resolution approving the shared savings funding agreement with WPPI Energy and the resolution approving the shared savings agreement with the River Falls Industrial Center, LLC.



RESOLUTION NO.

**APPROVING SHARED SAVINGS AGREEMENT AND PROMISSORY NOTE
WITH WPPI ENERGY**

WHEREAS, many businesses delay the purchase and installation of energy efficient products because of the seemingly high initial purchase costs, despite the long-term financial and environmental benefits; and

WHEREAS, WPPI Energy has a Shared Savings Loan Program that provides capital to customers of member utilities for energy efficiency projects; and

WHEREAS, customers are then able to repay the funding in sixty equal installments on their utility bill, which are often less than the energy cost savings; and

WHEREAS, WPPI and the River Falls Municipal Utilities have reviewed the loan application of the River Falls Industrial Center, LLC, for the installation of energy efficiency LED lighting; and

WHEREAS, because of the acceptable credit score of the applicant, the impact of the energy efficiency upgrades, and the positive economic development impacts, approving the loan agreement would be in the best interest of the City; and

BE IT THEREFORE RESOLVED that the Common Council of the City of River Falls hereby approves the Shared Savings Funding Agreement and Promissory Note with WPPI Energy.

Dated this 23rd day of August, 2016.

Dan Toland, Mayor

Attest:

Lu Ann Hecht, City Clerk



RESOLUTION NO.

**APPROVING SHARED SAVINGS AGREEMENT WITH
RIVER FALLS INDUSTRIAL CENTER, LLC**

WHEREAS, many businesses delay the purchase and installation of energy efficient products because of the seemingly high initial purchase costs, despite the long-term financial and environmental benefits; and

WHEREAS, WPPI Energy has a Shared Savings Loan Program that provides capital to customers of member utilities for energy efficiency projects; and

WHEREAS, customers are then able to repay the funding in sixty equal installments on their utility bill, which are often less than the energy cost savings; and

WHEREAS, WPPI and the River Falls Municipal Utilities have reviewed the loan application of the River Falls Industrial Center, LLC, for the installation of energy efficiency LED lighting; and

WHEREAS, because of the acceptable credit score of the applicant, the impact of the energy efficiency upgrades, and the positive economic development impacts, approving the loan agreement would be in the best interest of the City; and

BE IT THEREFORE RESOLVED that the Common Council of the City of River Falls hereby approves the Shared Savings Agreement with the River Falls Industrial Center, LLC.

Dated this 23rd day of August, 2016.

Dan Toland, Mayor

Attest:

Lu Ann Hecht, City Clerk

SHARED SAVINGS FUNDING AGREEMENT

This Shared Savings Funding Agreement (this “Agreement”) is entered into as of this _____ day of August, 2016 by and between WPPI Energy, a Wisconsin municipal electric company (“WPPI”) and River Falls Municipal Utilities (“Member”).

RECITALS

A. Member participates in WPPI’s Shared Savings program, by which WPPI provides money to Members to contribute to retail customers’ eligible energy efficiency and conservation projects, as more fully set forth in Member’s Shared Savings tariff, which has been filed with the Public Service Commission of Wisconsin.

B. River Falls Industrial Center LLC, a Minnesota Limited Liability Company, (“Customer”), is a retail electric customer of Member.

C. Customer has applied for Shared Savings funding for an eligible project, and such application has been approved by both WPPI and Member (the “Project”). The Project is more fully described in the Project Information Worksheet attached to this Agreement as Exhibit A (the “Worksheet”).

D. WPPI has agreed to provide funding to Member, in the principal amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) (the “Loan”), on the terms and conditions set forth in this Agreement.

E. Member has agreed to use all of the proceeds of the Loan to make a contribution to Customer for the Project (the “Customer Contribution”), subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, WPPI and Member promise, covenant and agree as follows:

1. Terms of the Loan.

(a) The Loan.

(i) WPPI agrees on the terms and conditions hereinafter set forth to make the Loan to Member on the date of this Agreement.

(ii) The Loan will mature on the 28th day of the sixty-first (61st) calendar month following the month in which the Loan amount is received by

Member from WPPI (the “Maturity Date”). The entire unpaid balance of the Loan, including principal and accrued interest and all other amounts due under or by reason of this Agreement, if not sooner paid, shall be paid in full by Member to WPPI on the Maturity Date.

(iii) Commencing in the calendar month immediately following the month in which the Loan amount is received by Member from WPPI, Member shall make sixty (60) monthly installment payments of principal and interest to WPPI totaling Five Hundred Twenty-five and 83/100 Dollars (\$525.83) the (“Monthly Amount Due”). WPPI shall invoice Member on a monthly basis, and the due date of the invoice shall be the 28th day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. The Monthly Amount Due is designed to match the monthly amount Member collects from Customer pursuant to the Customer Agreement (as defined in Section 2 of this Agreement). If Customer fails to make a monthly payment or makes only a partial payment, the Monthly Amount Due for such month to WPPI equals the amount, if any, paid by the Customer to Member for such month.

(b) Interest. So long as no Event of Default (as defined below) has occurred, interest shall accrue on the unpaid principal balance of the Loan at a rate equal to two percent (2%) per annum. From and after the occurrence of an Event of Default, interest will accrue on the unpaid principal balance of the Loan and on accrued interest outstanding from time to time under the Loan Documents at a rate of eighteen percent (18%) per annum, until the Event of Default is cured to the reasonable satisfaction of Lender.

(c) Note. Member’s obligation to repay the Loan shall be evidenced by that certain Promissory Note (the “Note”) executed by Member and delivered to WPPI as of the date of this Agreement. This Agreement and the Note are collectively referred to as the “Loan Documents” in this Agreement.

(d) Prepayment. Member may prepay the Loan, in whole in or part, at any time, without penalty or premium. The Loan is not a revolving loan, and as such, amounts prepaid by Member may not be reborrowed.

(e) Payments. The Monthly Amount Due shall be included on Member’s monthly WPPI wholesale power bill. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or during the occurrence of an Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

2. Required Documentation. The obligation of WPPI to make the Loan to Member is subject to WPPI receiving on or before the date the Loan is funded each of the following:

(a) The Note, duly executed by Member;

(b) A fully executed agreement between Member and Customer setting forth the terms and conditions of the Customer Contribution (the "Customer Agreement").

3. Representations and Warranties of Member. To induce WPPI to enter into this Agreement and make the Loan to Member, Member represents and warrants to WPPI that:

(a) Loan Documents Authorized. The execution and delivery of the Loan Documents and the Customer Agreement and the performance or observance of the terms of those documents have been duly authorized by all necessary action of Member's governing body and do not contravene or violate any provision of law or any ordinance or rule or any covenant, indenture or agreement of, or binding upon, Member;

(b) Valid and Binding Obligations. This Agreement is, and the Note when delivered under this Agreement will be, legal, valid, and binding obligations of Member, enforceable against Member in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally; and

(c) Customer Agreement. Member will not consent to any changes to the Customer Agreement without WPPI's prior consent, which will not be unreasonably withheld.

4. Not General Obligation Indebtedness. The Loan does not now and shall never constitute an indebtedness of the City of River Falls within the meaning of any state constitutional provision or statutory limitation, and shall not constitute a charge against the City of River Falls' general credit or taxing powers. The Loan is payable only from the income and revenue to be derived from the operation of River Falls Municipal Utilities. Payments on the Loan from the income and revenues of River Falls Municipal Utilities shall be subordinate to payments of principal and interest on any revenue obligations secured by a pledge of the income and revenues of River Falls Municipal Utilities.

5. Covenants. So long as any amount of the Loan is outstanding and remains unpaid, Member covenants that, unless WPPI shall otherwise give its prior consent in writing, which consent may be withheld in the sole discretion of WPPI:

(a) Use of Loan Proceeds. Member shall use the Loan proceeds only for the purposes of making the Customer Contribution in a manner consistent with the Loan Documents. Member shall cause Customer to use the proceeds of the Customer Contribution only for the purposes of implementing the Project in a manner consistent with this Agreement and the Customer Agreement.

(b) Customer Agreement. Member shall timely enforce all terms and conditions of the Customer Agreement, including the exercise of all remedies available in the event of a default by the Customer, and shall not consent or agree to or permit any rescission of or amendment to the Customer Agreement without WPPI's consent, which will not be unreasonably withheld.

(c) Notices. Member will timely provide WPPI with copies of any notices or other material correspondence or information relating to the Project, the Loan, Customer or the Customer Contribution.

6. Default and Remedies. Upon the occurrence of any Event of Default, in addition to all remedies available to WPPI under the Loan Documents, at law or in equity, all principal of and accrued interest on the Loan shall, at the option of WPPI and without notice or demand, become immediately payable. If an Event of Default has occurred and is continuing, WPPI shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of Member. An "Event of Default" shall mean, at the option of WPPI, the occurrence of any one or more of the following:

(a) Payment Default. Subject to Section 7 of this Agreement, Member should fail to pay the principal of, or interest on, the Loan as and when due and payable, whether by acceleration or otherwise, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Member.

(b) Misrepresentation. Any representation or warranty made by Member is false or misleading in any material respect when made or deemed made or at any time;

(c) Non-Payment Default. Member fails to perform or observe any term, covenant, agreement or obligation set forth in the Loan Documents and that failure is not cured within the time period (in no event shorter than ten (10) days) specified in a notice thereof given by WPPI to Member;

(d) Involuntary Default. A court having jurisdiction shall enter a decree or order providing for relief in respect of Member in an involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Member or for any substantial part of

its property, or ordering the winding up or liquidation of its affairs in such decree or order shall remain unstayed in effect for a period of ninety (90) days;

(e) Voluntary Bankruptcy. Member shall commence a voluntary case under any applicable bankruptcy insolvency reorganization or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Member or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any action in furtherance of the foregoing; or

(f) Cross-Default. Member defaults under any other agreement between Member and WPPI.

7. Loan Forgiveness Due to Shortfall. Subject to Section 5(b) above, if Customer defaults under the Customer Agreement and after exercise of available remedies agreed upon by WPPI and Member to be taken, Member is unable to recover the full amount of the Customer Contribution from Customer, a portion of the Loan equal to fifty-two percent (52%) of the Shortfall (as defined below) shall be forgiven. As used in this Section 7, “Shortfall” means an amount equal to the full principal amount of the Customer Contribution, and all interest accrued up to the time of the Customer default calculated using the 2% per annum interest rate, less the amount principal and interest recovered by Member from Customer.

8. Miscellaneous.

(a) Binding Effect. The parties agree that this Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns, including any holder of the Note, provided however, neither party may assign or transfer its interest or obligations under the Loan Documents without the prior written consent of the other, which consent will not be unreasonably withheld.

(b) Governing Law. The Loan Documents and the rights and obligations of the parties thereunder shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

(c) Notices. Any notices required under this Agreement shall be effective upon mailing by certified mail, return receipt requested or upon deposit with a nationally recognized overnight courier, and addressed as follows:

To WPPI: Vice President – Energy Services
WPPI Energy
1425 Corporate Center Drive

Sun Prairie, WI 53590

To Member: Utility Director
River Falls Municipal Utilities
222 Lewis Street
River Falls, WI 54022

(d) No Waivers. No failure or delay on the part of WPPI in exercising any right, power or privilege under the Loan Documents and no course of dealing between WPPI and Member shall operate as a waiver of any provision of the Loan Documents; nor shall any single or partial exercise of any right, power or privilege under any Loan Document preclude any other or further exercise thereof or the exercise of any other right or privilege.

(e) Headings. The headings of the sections of this Agreement have been inserted for reference and convenience only and shall not be deemed to be a part of this Agreement.

(f) Amendment and Waiver. Neither this Agreement nor any provision of this Agreement may be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(g) Integration. This Agreement and the Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto.

(h) Indemnity. WPPI and Member hereby agree to defend, indemnify, and hold each other harmless from and against any and all claims, damages, judgments, penalties, costs, and expenses (including attorney fees and court costs now or hereafter arising from the aforesaid enforcement of this clause) arising directly or indirectly from their activities, their predecessors in interest, or third parties with whom they have a contractual relationship, or arising directly or indirectly from the violation of any environmental protection, health, or safety law, whether such claims are asserted by any governmental agency or any other person in connection with the Loan or the Project. This indemnity shall survive termination of this Agreement.

(i) Further Assurances. WPPI and Member agree to execute and deliver such further documents as may be reasonably requested the other to effectuate the purposes of this Agreement.

(j) Inspection. Member agrees to provide WPPI with reasonable access to its records relating to the Customer Project to which this Loan applies.

(k) Severability. If any provision of this Agreement or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Agreement which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

(l) Conflict Between this Agreement and the Note. In the case of any ambiguity or conflict between this Agreement and the Note, this Agreement will control.

In witness whereof, the WPPI and Member have caused this Agreement to be executed as of the date first written above.

WPPI ENERGY

By:

Print name: _____

Title: _____

RIVER FALLS MUNICIPAL UTILITIES

By:

Print name: _____

Title: _____

By:

Print name: _____

Title: _____

EXHIBIT A

Project Information Worksheet

Shared Savings Program River Falls Municipal Utilities Appendix A - Project Summary				
Customer:	River Falls Industrial Center LLC			
Customer Representative:	Tom Elbert, Owner			
Project Description:	Efficient lighting retrofit			
Project Location:	715 St. Croix Street, River Falls, WI 54022			
<u>Projected Energy Savings Summary</u>				
Project	Est. Annual Demand Savings (kW)	Est. Annual Energy Savings (kWh)	Estimated Annual Energy Dollar Savings	Project Cost
Facility Lighting Upgrade	35.4	69,100	\$6,471	\$56,095
TOTAL	35.4	69,100	\$6,471	\$56,095
<u>Financial Summary</u>				
Total project cost:			\$56,095	
Outside Funding (Focus on Energy incentive):			\$9,945	
Outside Funding (local utility incentive):			\$5,000	
Upfront Customer Contribution:			\$11,150	
Utility Contribution (Shared Savings Funding):			\$30,000	
Annual Service Fee (%):			2.00	
Repayment Term (months):			60	
Monthly Payment:			\$525.83	
Monthly Estimated Energy Savings:			\$539	
Net Estimated Monthly Cash Flow:			\$13	
Annual Payment:			\$6,309.99	
Annual Estimated Energy Savings:			\$6,471	
Net Estimated Annual Cash Flow During Repayment Term:			\$161.01	

Promissory Note

\$30,000

August____, 2016

For value received, the undersigned, River Falls Municipal Utilities (“Borrower”), which has a mailing address of 222 Lewis Street, River Falls, WI 54022, promises to pay to the order of WPPI Energy (“WPPI”), which has a mailing address of 1425 Corporate Center Drive, Sun Prairie, WI 53590, the principal sum of **Thirty Thousand and 00/100 dollars (\$30,000.00)** (the “Loan”), together with interest on the principal sum from the date of this Promissory Note until paid in full, at the rate and at the times described in this Promissory Note.

1. Interest Rate. So long as no Event of Default (as defined below) has occurred, interest shall accrue on the unpaid principal balance of the Loan at a rate equal to two percent (2%) per annum. Upon the occurrence of an Event of Default, interest will accrue on the entire unpaid balance of principal and accrued interest outstanding from time to time under this Promissory Note at an interest rate equal to eighteen percent (18%) per annum until the Event of Default is cured to the reasonable satisfaction of WPPI.

2. Payments. Commencing in the calendar month immediately following the month in which the Loan amount is received by Borrower from WPPI, Borrower shall make sixty (60) monthly installment payments of principal and interest to WPPI of **Five Hundred Twenty-Five and 83/100 dollars (\$525.83)** (the “Monthly Amount Due”). The Monthly Amount Due is designed to match the monthly amount Borrower collects from Customer pursuant to the Customer Agreement. If Customer fails to make a monthly payment or makes only a partial payment, the Monthly Amount Due for such month to WPPI equals the amount, if any, paid by the Customer to Borrower for such month. WPPI shall invoice Borrower on a monthly basis, and the due date of the invoice shall be the 28th day of each calendar month. If the due date falls on a holiday or weekend, payments shall be remitted on the first business day after the due date. All payments of principal and interest shall be made in lawful money of the United States of America and remitted to WPPI’s banking institution by the due date, or as may be otherwise designated by WPPI from time to time in writing. Unless otherwise agreed to in writing, or otherwise required by applicable law, payments will be applied first to accrued, unpaid interest, then to any unpaid collection costs, late charges and other charges, and any remaining amount to principal, provided however, upon delinquency or another Event of Default, WPPI reserves the right to apply payments among principal, interest, late charges, collection costs and other charges at its discretion.

3. Final Payment. The unpaid principal balance of the Loan, all accrued and unpaid interest, if any, and all other sums due and payable under this Promissory Note, if not sooner paid, shall be paid to WPPI in full on the 28th day of the sixty-first calendar month following the month in which the Loan amount is received by Borrower from WPPI (the “Maturity Date”).

4. Prepayment. The Loan may be prepaid in full or in part at any time without penalty.

5. Loan Agreement. This Promissory Note is given pursuant to and is subject to the terms of a Loan Agreement, dated as of the date of this Promissory Note between Borrower and WPPI (the "Loan Agreement"). All capitalized definitional terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

6. Not General Obligation Debt. The amounts due under this Promissory Note do not constitute an indebtedness of the City of River Falls within the meaning of any State of Wisconsin constitutional provision or statutory limitation. This Promissory Note shall not be a charge against the general credit or taxing powers of the City of River Falls. This Promissory Note is payable only from the income and revenues to be derived from the operation of River Falls Municipal Utilities. Payments on this Promissory Note from the income and revenues of River Falls Municipal Utilities shall be subordinate to payments of principal and interest on any revenue obligations secured by a pledge of the income and revenues of River Falls Municipal Utilities.

7. Default and Remedies. At the option of WPPI, the occurrence of one or more of the following shall constitute a default by Borrower under this Promissory Note (an "Event of Default"):

(a) Subject to Section 7 of the Loan Agreement, Borrower fails to make any payment to WPPI when due, whether by acceleration or otherwise, under this Promissory Note, and that failure is not cured within the time period (in no event shorter than three (3) business days) specified in a notice thereof given by WPPI to Borrower; or

(b) Borrower is in default beyond any applicable notice and cure period under the Loan Agreement.

Without limiting any rights and remedies of WPPI at law, in equity or under the Loan Agreement, at the election of WPPI upon the occurrence of an Event of Default, the principal balance of the Loan remaining unpaid, together with accrued interest thereon, shall become immediately due and payable. Borrower agrees to pay all costs of collection when incurred, whether suit be brought or not, including reasonable attorneys' fees and costs of suit and preparation therefore, and to perform and comply with each of the covenants, conditions, provisions and agreements of the Borrower contained in this Promissory Note and the Loan Agreement. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies that WPPI would otherwise have.

8. Maximum Rate of Interest. No provision of this Promissory Note or the Loan Agreement will be deemed to require Borrower to pay or be liable for the payment of interest in excess of the maximum legal rate of interest (if there is any maximum)

allowable under applicable law. If for any reason interest in excess of the maximum legal rate of interest is paid under this Promissory Note, as a result of acceleration or otherwise, the excess will constitute and be treated as a payment of principal under this Promissory Note, and will reduce the principal balance of this Promissory Note by the amount of the excess, or if in excess of the principal balance, the excess will be refunded to Borrower.

9. Waivers.

(a) Borrower hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest, and diligence in collection. Borrower hereby agrees that WPPI may: (i) extend the time of payment of the amounts outstanding or due under this Promissory Note; (ii) reduce the payments on this Promissory Note; (iii) release anyone liable for any of the amounts outstanding or due under this Promissory Note; (iv) accept a renewal of this Promissory Note; (v) join in any extension or subordination agreement with respect to the indebtedness evidenced by this Promissory Note; or (vi) agree in writing with Borrower to modify the rate of interest of this Promissory Note. Maker further waives, to the extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this Promissory Note.

(b) Borrower hereby agrees that none of actions specified in the preceding paragraph shall: (i) affect the obligation of Borrower to pay the outstanding principal balance of this Promissory Note and to observe the covenants of Borrower contained in this Promissory Note and the Loan Agreement; (ii) require the giving notice to, or the obtaining the consent from, Borrower, or the successors or assigns of Borrower; or (iii) result in the incurrence of any liability on the part of WPPI.

(c) Neither (i) the failure of WPPI to exercise its option to accelerate this Promissory Note when that option becomes available, nor (ii) any delay or omission on the part of WPPI in exercising any right hereunder or under the Loan Agreement, shall operate as a waiver of that option and right or of any other right hereunder or under the Loan Agreement. WPPI's acceptance of any payment or partial payment after the occurrence of an event of default, even though marked "Payment in Full," shall not constitute waiver of the default or WPPI's rights and remedies upon such default. No waiver by WPPI shall be effective unless it is in writing, signed by WPPI.

10. Choice of Law. This Promissory Note and any proceedings on it shall be governed and construed in all respects and under all circumstances by the laws of the State of Wisconsin.

11. Severability. If any provision of this Promissory Note or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Promissory Note which shall, to

the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

12. Notices. Whenever WPPI or Borrower desires to give any notice to the other, it shall be sufficient for all purposes if the notice is personally delivered, sent by registered or certified United States mail, postage prepaid, or sent by nationally recognized overnight courier, addressed to the intended recipient at the address listed at the beginning of this Promissory Note for the Borrower, or such other address as hereafter specified in writing, and for WPPI at the address listed at the beginning of this Promissory Note, or such other address as hereafter specified in writing.

13. Successors. Borrower includes any successors, heirs, representatives, or assigns of Borrower, provided that Borrower may not assign or transfer its interest or obligations under this Promissory Note or the Loan Agreement without the prior written consent of WPPI, which consent may be withheld in the sole discretion of WPPI. All rights, powers, privileges and immunities herein granted to WPPI shall extend to its successors and assigns and any other legal holder of this Promissory Note, with full right by WPPI to assign and/or sell the same.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

RIVER FALLS MUNICIPAL UTILITIES

By:

Print name: _____
Title: _____

**River Falls Municipal Utilities
SHARED SAVINGS AGREEMENT**

THIS SHARED SAVINGS AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of August, 2016 (the “Effective Date”) by and between River Falls Municipal Utilities, a municipal electric utility in the State of Wisconsin having its office at 222 Lewis Street, River Falls, WI 54022 (“Utility”), and River Falls Industrial Center LLC, a Minnesota Limited Liability Company, having its principal office at 715 St. Croix Street, River Falls, WI 54022 (“Customer”), relating to property owned by Customer at 715 St. Croix Street, River Falls, WI 54022 (the “Premises”).

IT IS AGREED AS FOLLOWS:

Section 1. Purpose of Agreement. The purpose of this Agreement is (i) to assist Customer to achieve cost-effective energy efficiency impacts by indentifying certain equipment (the “Equipment”) which, when installed on the Premises in lieu of equipment presently used by Customer or other available equipment, is estimated to reduce Customer’s annual energy consumption (the “Energy Savings”) thereby providing an estimated level of savings to Customer; and (ii) to set forth the obligation of Utility to loan funds for all or a portion of the costs of the initial purchase and installation of the Equipment to Customer (“Utility Contribution”), in exchange for Customer’s agreement to share a portion of the value of the Energy Savings with Utility.

Section 2. Energy Savings. Customer and Utility have, to their mutual satisfaction, analyzed the operating practices of Customer and the corresponding energy consumption characteristics of the Premises and agree that the Energy Savings on all (or a specified portion to which the Equipment may relate, as the case may be) of the Premises for the purposes of this Agreement shall be as set forth in Appendix A to this Agreement. The parties agree that the determination of the Energy Savings set forth in Appendix A is conclusive and each hereby waives any objections to same, whether now existing or hereafter rising. Customer acknowledges that Utility does not guarantee that installation and use of the Equipment will result in the Energy Savings.

Section 3. Equipment Purchase, Installation, Operation and Maintenance.

3.1 **Purchase and Installation.** Within a reasonable period of time after the execution of this Agreement, not to exceed ninety (90) days:

(a) Customer shall purchase the Equipment specified in Part I of Appendix B hereof and the Equipment shall be installed at the Premises in the specific location identified therein.

(b) Customer shall be responsible for obtaining all governmental permits, consents and authorizations necessary for installation of the Equipment at Customer’s sole cost, and Utility shall use its best efforts to assist Customer in obtaining all necessary permits, consents and authorizations.

(c) Promptly after installation of the Equipment, Customer will provide Utility and/or WPPI Energy (“WPPI”) with a certificate of project completion and satisfaction of payment obligations (a “Certificate”) executed by Customer in a form acceptable to Utility and WPPI. At the election of Utility or WPPI, the Certificate will be countersigned by any contractor, architect or other party involved with the purchase and installation of the Equipment.

(d) Utility will pay to Customer the Utility Contribution after receipt of the Certificate and inspection and approval of the Equipment by Utility and/or Utility’s designees, including, without limitation, WPPI.

3.2 Access. As part of the initial installation of the Equipment and continuing thereafter, Customer shall provide Utility and Utility’s designees, including, without limitation, WPPI, with reasonable access to the Premises for the inspection of the Equipment, and with free and reasonable access to lights, heat, power, water, and the like necessary for that inspection and any associated submetering.

3.3 Operation and Maintenance. Customer shall operate and maintain the Equipment in good condition and repair in accordance with all manufacturer specifications and recommendations, all applicable laws, ordinances, rules and regulations and with such additional standards and procedures, if any, set forth in Part II of Appendix B attached to this Agreement. All costs and expenses incurred in connection with the operation and maintenance of the Equipment shall be the sole responsibility of Customer. Customer shall be solely responsible for promptly enforcing any manufacturer’s warranties that accompany the Equipment.

3.4 Notices. Customer will provide Utility with copies of any notices or other material correspondence or information relating to the Premises or the Equipment promptly after Customer’s receipt of the same.

Section 4. **Risk of Loss.** Customer hereby assumes all risks of loss or damage to the Equipment. Customer shall notify Utility within ten (10) days after any loss or damage to the Equipment and shall keep Utility informed of all developments regarding insurance rights and recoveries. Should the Equipment be deemed a total loss and Customer elects not to repair or replace the same, Customer shall pay to Utility the Termination Value and this Agreement shall thereafter terminate (as defined below). Except as set forth in the foregoing sentence, Customer shall proceed with all reasonable diligence to repair and replace the Equipment after any loss or damage thereto.

Section 5. **Insurance.**

5.1 Liability Insurance. Throughout the Term (as defined below), Customer shall provide, maintain, and pay for commercial general liability insurance with limits satisfactory Utility in its sole discretion so as to comply with Section 14. Utility shall be named as an additional insured under the policy maintained pursuant to the foregoing sentence.

5.2 Property Insurance. Throughout the Term, Customer shall also provide, maintain, and pay for all risk property insurance on the Equipment for the full replacement value thereof. In the event of any loss or damage to the Equipment, the proceeds of insurance covering the Equipment shall be applied toward the replacement, restoration, or repair of the Equipment in accordance with Section 4.

5.3 General Insurance Requirements. The insurance policies required under this Section 5 must be in effect from the time that the first item of the Equipment is delivered to Customer until the end of the Term and must be written by companies having a Best's rating of "A" and a financial size category rating of Class X or larger. Customer agrees to provide certificates of insurance as evidence of the required coverage to Utility at the time that the first item of the Equipment is delivered to Customer and promptly at any time thereafter upon Utility's request. Each policy must contain the insurer's agreement to give thirty (30) days written notice to Utility before cancellation or non-renewal of the required insurance. Failure of Utility to enforce the minimum insurance requirements listed above shall not relieve Customer of responsibility for maintaining the coverages set forth in this Section 5.

Section 6. Disclaimer of Warranties. UTILITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR PERFORMANCE OF THE EQUIPMENT OR THE DEGREE OR VALUE OF ENERGY SAVINGS, AND SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT IN NO EVENT SHALL UTILITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE EQUIPMENT.

Section 7. Billing Commencement Date and Term. The "Billing Commencement Date" shall be the first (1st) day of the first (1st) Billing Period beginning after Utility reimburses Customer for the Utility Contribution as provided in Section 3. The "Term" of this Agreement shall begin on the Effective Date and run continuously (unless this Agreement is terminated by the parties at an earlier date pursuant to the terms hereof) until the fifth (5th) year anniversary of the Billing Commencement Date. "Billing Period" shall mean any period of approximately one (1) month's duration coincident with the normal billing cycle between Utility and Customer, and "Annual Billing Period" shall mean a series of twelve (12) consecutive Billing Periods, the first (1st) of which shall begin with the Billing Period that begins on the Billing Commencement Date.

Section 8. Compensation and Billing. Customer agrees to pay Utility an amount equal to **Five Hundred Twenty-five and 83/100 dollars (\$525.83)** (the "Monthly Payment") in each Billing Period during the Term of this Agreement, for a total of sixty (60) billing periods. The Monthly Payment reflects a sharing by Customer of the value of Energy Savings estimated to be realized from the operation and use of the Equipment at the Premises as outlined in Appendix A with the present energy charge in effect under Utility's applicable Rate Schedule. The Monthly Payment will appear as a separate line item labeled "Shared Savings" on Customer's utility bill from Utility during each Billing Period, and shall be payable by Customer upon the same terms and conditions as are applicable to the normal utility bill. The Monthly

Payment shall not vary due to change in Utility's rates, returns or charges authorized by the Public Service Commission of Wisconsin ("PSC"). Upon the final determination of the Monthly Payment, at the request of either party, Customer and Utility will confirm in writing the actual amount of the Monthly Payment.

Section 9. Conditions Beyond Control of Utility. If Utility shall be unable to carry out any of its obligations under this Agreement due to events beyond its control, including, without limitation, acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, or floods, this Agreement shall remain in effect but Utility's obligations shall be suspended until the uncontrollable event terminates.

Section 10. Remedies Upon Default by Customer.

10.1 Utility's Remedies. If Customer fails to pay Utility the Monthly Payment when due, or any other Event of Default by Customer occurs (defined as a failure by Customer to timely perform any of its obligations under this Agreement), Utility may, without an election of remedies:

(a) Declare the Termination Value (as defined below) immediately due and payable from Customer and exercise all remedies available at law or at equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Customer, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy (including reasonable attorney's fees), and/or for specific performance; or

(b) Without recourse to legal process, terminate this Agreement by delivery of a notice declaring termination, whereupon Utility may enter the Premises and dismantle and/or remove the Equipment from the Premises, without liability in any suit, action or other proceeding to Customer or any Lessor of the Premises, if any, on account of such actions.

10.2 Costs and Fees. Without limiting Section 10.1 above, in the event Utility terminates this Agreement due to an Event of Default, at Utility's request, Customer shall pay to Utility the Termination Value, plus all costs and expenses reasonably incurred in exercise of Utility's remedy, including reasonable attorney's fees.

10.3 Termination. Without limiting Section 10.1 above, Utility may terminate this Agreement and declare the Termination Value immediately due and payable if:

(a) Customer ceases use of the Equipment or the conduct of commercial operations at the Premises;

(b) Any creditor of Customer commences legal proceedings against Customer invoking any debt or obligation of Customer for which the Equipment, the Premises or any portion thereof is pledged as collateral;

(c) Customer commences or has commenced against it any proceedings in bankruptcy, receivership, or insolvency, or makes any assignment for the benefit of its creditors; or

(d) Customer ceases to take or receive electric service from Utility.

10.4 Termination Value. The “Termination Value” shall equal the Monthly Payment multiplied by the number of Billing Periods then remaining in the Term.

Section 11. Remedies Upon Default by Utility. In the event of material default by Utility which remains uncured thirty (30) days after Utility received notice thereof from Customer, Customer shall as its sole and exclusive remedy, all others being hereby waived, have the right to terminate this Agreement by (a) providing written notice thereof to Utility, and (b) paying the Termination Value to Utility. Following termination of this Agreement pursuant to the foregoing sentence, Utility and Customer shall have no further rights, obligations or claims under this Agreement.

Section 12. Assignment. Utility may (a) transfer or assign all or any part of its rights and obligations herein to any party, (b) pledge its rights hereunder to its creditors, or (c) utilize contractors or subcontractors, provided that any assignee or transferee agrees to honor the terms of this Agreement. Unless otherwise approved in advance by Utility in writing, which approval may be withheld in Utility’s sole discretion, Customer may not transfer or assign this Agreement and its rights and obligations herein. If an assignment by Customer is permitted, the assignee must assume in writing all of Customer’s rights and obligations under this Agreement.

Section 13. Indemnification. Customer agrees to indemnify, defend and hold Utility harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney’s fees, and claims of third parties arising out of, connected with, or resulting from Customer’s operation, installation, use, maintenance or repair of the Equipment, or from the negligence or misconduct of its employees or other agents in connection with their activities within the scope of this Agreement. However, Customer shall not be obligated to indemnify Utility against claims, damages, expenses or liabilities solely to the extent such claims, damages, expenses or liabilities directly result from the negligence or willful misconduct of Utility or its employees or agents. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based on facts or conditions which occurred prior to termination.

Section 14. Security Agreement. To secure all payments due from Customer to Utility, Customer pledges to Utility and grants to Utility a security interest in the Equipment. Customer consents to the filing by Utility of a Uniform Commercial Code financing statement relating to said Equipment in such manner and in such places as Utility may elect. At Utility’s request, customer shall timely execute such financing statement and deliver such other documents as deemed necessary by Utility to perfect the security interest. Utility shall release such security interest following payment in full of the amount owed.

Section 15. Representations and Warranties of Customer. Customer hereby represents and warrants to Utility as follows:

15.1 Customer owns fee simple title to the Premises;

15.2 Customer has not purchased or installed any of the Equipment prior to the date of this Agreement;

15.3 The description of the Equipment and all other information contained in Appendix B attached to this Agreement is true and correct;

15.4 The execution and delivery of this Agreement and the performance or observance of the terms of this Agreement have been duly authorized by all necessary action of Customer's governing body and do not contravene or violate any provision of law or any ordinance or rule or any covenant, indenture or agreement of, or binding upon, Customer; and

15.5 This Agreement is a legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditors' rights generally.

Section 16. Miscellaneous.

16.1 Taxes and Assessments. Notwithstanding anything contained herein to the contrary, Customer shall pay and discharge, when due, all taxes, assessments and other government charges upon the Premises and Equipment, as well as claims for labor and materials which, if unpaid, might by law become a lien or charge upon the Premises or the Equipment.

16.2 Choice of Laws. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Wisconsin, without regard to its conflict of laws' provisions.

16.3 Binding Effect. The parties agree that this Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns.

16.4 Notices. Any notices required under this Agreement shall be effective upon mailing by certified mail, return receipt requested or upon deposit with a nationally recognized overnight courier, and addressed as follows:

To Utility: Utility Director
River Falls Municipal Utilities
222 Lewis Street
River Falls, WI 54022

To Customer: Owner
River Falls Industrial Center
715 St. Croix Street
River Falls, WI 54022

16.5 Entire Agreement; No Modification. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any and all prior representations and agreements, whether written or oral between the parties as to the subject matter hereof. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of all parties hereto bound.

16.6 Further Assurances. Customer agrees to execute and deliver such further documents as may be reasonably requested by Utility to effectuate the purposes of this Agreement.

16.7 Headings. The headings of the sections of this Agreement have been inserted for reference and convenience only and shall not be deemed to be a part of this Agreement.

16.8 No Waivers. No failure or delay on the part of Utility in exercising any right, power or privilege under this Agreement and no course of dealing between Utility and Customer shall operate as a waiver of any provision of this Agreement, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right or privilege.

16.9 Time of the Essence. Time is of the essence with respect to this Agreement and all obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto subscribe their names to this instrument as of the date first above written.

River Falls Industrial Center

River Falls Municipal Utilities

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DRAFT

Shared Savings Program
River Falls Municipal Utilities
Appendix A - Project Summary

Customer:	River Falls Industrial Center LLC
Customer Representative:	Tom Elbert, Owner
Project Description:	Efficient lighting retrofit
Project Location:	715 St. Croix Street, River Falls, WI 54022

Projected Energy Savings Summary

Project	Est. Annual Demand Savings (kW)	Est. Annual Energy Savings (kWh)	Estimated Annual Energy Dollar Savings	Project Cost
Facility Lighting Upgrade	35.4	69,100	\$6,471	\$56,095
TOTAL	35.4	69,100	\$6,471	\$56,095

Financial Summary

Total project cost:	\$56,095
Outside Funding (Focus on Energy incentive):	\$9,945
Outside Funding (local utility incentive):	\$5,000
Upfront Customer Contribution:	\$11,150
Utility Contribution (Shared Savings Funding):	\$30,000
Annual Service Fee (%):	2.00
Repayment Term (months):	60
Monthly Payment:	\$525.83
Monthly Estimated Energy Savings:	\$539
Net Estimated Monthly Cash Flow:	\$13
Annual Payment:	\$6,309.99
Annual Estimated Energy Savings:	\$6,471
Net Estimated Annual Cash Flow During Repayment Term:	\$161.01

**Shared Savings Program
River Falls Municipal Utilities
Appendix B - Installed Equipment
River Falls Industrial Center LLC**

Item Number	Quantity	Mfr	Part or Model #	Description
1	150			2x4 LED Troffer light fixture
2	12			2x2 LED Troffer light fixture
3	25			6W A9 LED lamps
4	1500			TLED lamps

DRAFT

CONTINUING GUARANTY (Unlimited)
(For Consumer or Business Transactions)

Dated _____

GUARANTY. For good and valuable consideration, the receipt of which is acknowledged, and to induce _____ of _____ ("Lender"), to extend credit or to grant or continue other credit accommodations to _____ ("Debtor"),

the undersigned ("Guarantor," whether one or more) jointly and severally guarantees payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any Debtor becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means all loans, drafts, overdrafts, checks, notes, and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor.

WAIVER. To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, if applicable, Guarantor expressly waives (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, notice of acceleration or intent to accelerate any Obligation, proceedings to collect from any Debtor or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Lender regarding the financial condition of any Debtor and any guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses.

CONSENT. To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, with respect to any of the Obligations, Lender may from time to time before or after revocation of this Guaranty without notice to Guarantor and without affecting the liability of Guarantor for the full amount of the unpaid Obligations (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor, surety or Debtor, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any Debtor or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) apply the cash proceeds of disposition of any collateral for the Obligations to any obligation of Debtor secured by such collateral in such order and amounts as it elects, (j) determine what, if anything, may at any time be done with reference to any security or collateral, (k) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, (l) accept a deed in lieu of foreclosure or make a credit bid of any part or all of the amount of the unpaid Obligations at the sale of any collateral for the Obligations which results in the transfer or sale of the collateral to Lender, and (m) sell, assign or otherwise transfer all or part of its interests in the Obligations and in any collateral or security for the Obligations.

PERSONS BOUND. This Guaranty benefits Lender, its successors and assigns, and binds Guarantor, and Guarantor's respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of Debtor or Lender, whether by merger, consolidation, reorganization or otherwise, or assignment of this Guaranty to a successor or assignee of Lender. This Guaranty includes additional provisions on the reverse side.

NOTICE TO GUARANTOR

You are being asked to guarantee the payment of the past, present and future Obligations of Debtor. You may also have to pay Costs of Collection. Lender can collect the Obligations and Costs of Collection from you without first trying to collect from Debtor or another guarantor or from any collateral for the Obligations.

X _____ (SEAL) X _____ (SEAL)

(Address) (Address)

For Wisconsin Married Residents Only: Each Guarantor who signs below represents that this obligation is incurred in the interest of his or her marriage or family.

X _____ X _____

FOR LENDER CLERICAL USE ONLY

If any transaction guaranteed is a consumer transaction or subject to the Federal Reserve Regulation AA ("Reg AA"), each guarantor should also sign a Consumer WBA 156 "Explanation of Personal Obligation." Alternatively, if the guaranty is not subject to Reg AA, the guarantor may receive copies of documents which evidence the customer's obligation to pay.

Acknowledgment of signature on reverse side.

Copies of documents or WBA 156 Documents Delivered: or may be required..... 156 Delivered

ADDITIONAL PROVISIONS

ENTIRE AGREEMENT. This Guaranty is intended by Guarantor and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, this Guaranty may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Guarantor and Lender. There are no oral agreements among Guarantor and Lender. This Guaranty may not be supplemented or modified except in writing.

REPRESENTATIONS. Guarantor acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of any Debtor or guarantor. Guarantor has independently determined the creditworthiness of Debtor and the enforceability and all circumstances bearing upon the risk of nonpayment of the Obligations that diligent inquiry would reveal, and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.

REVOCACTION. This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by Guarantor or actual notice of the death of Guarantor. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Lender shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one Guarantor shall not affect any of the liabilities or obligations of any other Guarantor and this Guaranty shall continue in full force and effect with respect to them.

JURISDICTION. To the extent not prohibited by applicable law, including, without limitation, the Wisconsin Consumer Act, Guarantor irrevocably consents with respect to any suit, action or proceeding relating to this Guaranty or any of the other loan documents relating to the Obligations, that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Lender's option, the county in which Lender has its principal office in Wisconsin, the county and state in which any Guarantor resides or the county and state in which this Guaranty was executed by Guarantor, and Guarantor waives any objection it, she or he may have at any time to the venue of any such proceeding brought in any such court, waives any claim that any such proceeding has been brought in an inconvenient forum and waives the right to object with respect to any such proceeding that such court does not have jurisdiction over such party.

INTERPRETATION. The validity, construction and enforcement of this Guaranty are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, invalidity of any provision of this Guaranty shall not affect the validity of any other provision of this Guaranty. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code.

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____

} ss.

This instrument was acknowledged before me on _____, by _____

_____ (as _____ (if not signing in individual capacity, indicate type of authority: e.g., officer, trustee, etc.

of _____ and name of corporation, partnership or other party on behalf of whom guaranty was executed.)

(Notary Signature)

Notary Public, _____ County, Wis.

My Commission (Expires) (is) _____

MEMORANDUM

TO: Mayor and River Falls City Council

FROM: Kevin Westhuis, Utility Director

DATE: August 23, 2016

TITLE: Sanitary Sewer and Water Public Improvements –Highview Meadows 4th Addition (Tremont Lane) Subdivision

RECOMMENDED ACTION

Adopt resolution accepting sanitary sewer and water public improvements in Highview Meadows 4th Addition (Tremont Lane) Subdivision.

BACKGROUND

Sanitary sewer and water public improvements for Highview Meadows 4th Addition (Tremont Lane) were installed in the fall of 2015. The developer's engineer submitted record plans for this subdivision on June 29, 2016. Staff from the River Falls Municipal Utilities have reviewed these public improvements and find them to be acceptable.

Staff recommends City Council accept the sanitary sewer and water public improvements in Highview Meadows 4th Addition (Tremont Lane) Subdivision and that the 18-month warranty period for these public improvements begin on August 23, 2016, in accordance with the Developer's Agreement.

FINANCIAL CONSIDERATIONS

None

CONCLUSION

It is staff's recommendation that the River Falls City Council approve the resolution accepting the sanitary sewer and water improvements for Highview Meadows 4th Addition (Tremont Lane) Subdivision.



RESOLUTION NO.

**RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
(Highview Meadows 4th Addition – Tremont Lane)**

WHEREAS, sanitary sewer and water public improvements for Highview Meadows 4th Addition (Tremont Ln) Subdivision were installed by the Developer; and

WHEREAS, staff from the River Falls Municipal Utilities have reviewed these public improvements and recommends the acceptance of these public improvements; and

WHEREAS, the Developers Engineer has submitted record plans for this subdivision on June 29, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby accepts the sanitary sewer and water public improvements in Highview Meadows 4th Addition (Tremont Lane) Subdivision.

BE IT FURTHER RESOLVED that the eighteen-month warranty for the project begins on August 23, 2016.

Dated this 23rd Day of August, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Scot Simpson, City Administrator

DATE: August 23, 2016

TITLE: Resolution to Revoke Declaration of Driveway Easement and Enter into New Agreement

RECOMMENDED ACTION

Adopt the resolution to rescind and revoke, effective 90 days after notice, the Declaration of Easement for Driveway dated November 27, 2012, and authorize the City Administrator to enter into and record a new agreement with the current owner of the Benefitted Property.

BACKGROUND

On November 27, 2012, the City executed a Declaration of Easement for Driveway to provide Mark R. Bjerstedt access from Dundee Avenue to a landlocked parcel. The parcel, located at 235 Highway 35 North, has been annexed into the City and is adjacent to the Sterling Ponds Corporate Park. Since that time, Casey Street has been dedicated as a public road right of way and replaced Dundee Avenue as the nearest public roadway from which to provide an access easement to the Bjerstedt property.



DISCUSSION

Current Situation

A portion of the driveway easement runs across Lot 3, CSM 27/6106 within the Sterling Ponds Corporate Park. On July 26, 2016, the City Council approved the developer's agreement for Winfield Solutions, LLC to build a 52,000 square foot industrial facility on Lot3, CSM 27/6106. Winfield Solutions, LLC is not able to start construction on Lot 3, CSM 27/6106 until the driveway easement that runs across the lot is rescinded and revoked.

CONCLUSION

Staff recommends that the City Council authorize the City Administrator to rescind and revoke, effective 90 days after notice, the Declaration of Easement for Driveway dated November 27, 2012, to provide clear title for Lot 3, CSM 27/6106. Staff also recommends that the City Council authorize the City Administrator to enter into and record a new agreement with the current owner of the Benefitted Property.



RESOLUTION NO.

**To Revoke Declaration of Driveway Easement, and Authorize
City Administrator to Negotiate, Enter Into, and Record New Easement**

WHEREAS, the City of River Falls, as Declarant, executed a Declaration of Easement For Driveway (“Declaration”) dated November 27, 2012, and recorded by the St. Croix County Register of Deeds on November 30, 2012, as Document 968470, to provide access from Dundee Avenue to a landlocked parcel located at 235 Hwy 35 N. (PIN: 276-1150-03-000), annexed to the City, adjacent to the Sterling Ponds Corporate Park (the “Benefitted Property”); and

WHEREAS, the Declaration grants a terminating easement, “subject to revocation upon action to that effect taken by Declarant’s Common Council rescinding or revoking the easement, upon no less than 90 days’ notice, in recordable form to the Owners”; and

WHEREAS, a portion of the driveway easement runs across Sterling Ponds Lot H, which the City has offered to Winfield Solutions, LLC as part of the Project Opal development, and the construction of Casey Street, which would provide more proximate access, is almost completed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of River Falls, that the above-referenced Declaration is hereby rescinded and revoked, effective 90 days after notice to Mark R. Bjerstedt, the current owner of the Benefitted Property; and

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to execute and record any agreements or other documents needed to release the existing driveway easement, and, in his discretion, to negotiate, enter into, and record an agreement with the current owner of the Benefitted Property, to provide access to the Benefitted Property from Casey Street.

Dated this 23 day of August, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Reid Wronski, P.E., City Engineer

DATE: August 23, 2016

TITLE: Ordinance 2016-13 Amending the Official Traffic Control Map, Adding Yield Sign on Kennedy at South Sixth Street – First Reading

RECOMMENDED ACTION

Adopt Ordinance 2016-13 amending the Official Traffic Control Map. The requested action is as follows:

- Add Yield Sign to eastbound Kennedy Street at South Sixth Street and update the Official Traffic Control Map.

BACKGROUND

In 2015, the University of Wisconsin - River Falls (UWRF) constructed a new street as part of the new Falcon Center project. Emogene Nelson Avenue runs east from South Main Street, through the university sports complex buildings and parking lots and connects to South Sixth Street. Although a portion of the street remains private through the university sports complex area, South Sixth Street is now subject to occasional traffic due to large events at the university.

The intersection of South Sixth Street with Kennedy Street is uncontrolled and traffic on Kennedy Street has not previously had traffic coming from the north. A defined traffic action is needed for this intersection now that South Sixth Street has through traffic.

As traffic traveling east on Kennedy Street already has to slow down when approaching the intersection with South Sixth Street to make a right or left turn, a yield sign in this location makes sense. A yield sign will accomplish establishing a clear Right-of-Way responsibility without inhibiting traffic.

CONCLUSION

Staff recommends adding a yield sign on Kennedy Street at South Sixth Street and updating the Official Traffic Control Map. Attached is the ordinance for your review and authorization. If these traffic control changes are approved, the Official Traffic Control Map will reflect this.

Action Item: Add "Yield" sign on Kennedy Street at South Sixth Street, as South Sixth Street now has through traffic via Emogene Nelson Avenue.





ORDINANCE NO. 2016-13

**AN ORDINANCE AMENDING SECTION 10.08.010A,
OFFICIAL TRAFFIC CONTROL MAPS
(Yield Sign on Kennedy St at S Sixth St)**

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

SECTION 1. The Official Traffic Control Map, adopted pursuant to Section 10.08.010A of the City of River Falls Municipal Code is hereby amended as follows:

Kennedy Street at South Sixth Street

- Add "Yield" sign to the southwest corner of the intersection.

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 Traffic Control Map.

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

Dated this 23rd day of August, 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: Gordon Young, Police Chief
Reid Wronski, City Engineer

DATE: August 23, 2016

TITLE: Ordinance Amending the Official Parking Control Map and Residential Parking Permit System – First Reading

RECOMMENDED ACTION

Adopt Ordinance 2016-14 amending the Official Parking Control map and the Residential Parking System. The requested action is as follows:

Grotenhuis

- Add streets in Grotenhuis Addition to section 12.06.030.A.3 making them part of the Residential Parking Permit System used elsewhere near UW-River Falls.
- Add three (3) no parking areas to 10.12.030A Official Parking Control Map for safety reasons:
 - No parking in designated areas on both sides of the street of the 700 block of South Fork Drive.
 - No parking on the east side of the 600 block of Valley View Drive, 50 feet south of the intersection with Cascade Avenue.

Inlow Parking Lot (NW Corner of Main Street and Division Street)

- Add No Parking (Except With Permit) to 10.12.030A Official Parking Control Map for four of the western most spots in the Inlow parking lot.

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:

1. Grotenhuis permitting system has no expiration; thus, allowing anyone who legally obtains a permit to park in that area to park there, literally, forever.
2. 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 the 600 block of Valley View Drive, 50 feet south of the intersection with Cascade Avenue. The reason for this request is due to the width of the street and visibility access to Cascade Avenue from that area.



*Grotenhuis -
Official Parking
Control Map
Revision*

The Inlow Lot is located just north of the intersection of North Main Street and Division Street. Four spots in this lot are designated “permit only” for use by residents of 421 North Main Street under a previous agreement with the City. The four spaces are not on the Official Parking Control Map and must be added in order to enforce the permit only parking for these four spaces.



Inlow Parking Lot - Official Parking Control Map Revision

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 Residential Parking Permit System and Official Parking Control map is recommended.



ORDINANCE NO. 2016-14

**AN ORDINANCE AMENDING SECTION 10.12.030,
OFFICIAL PARKING CONTROL MAPS AND SECTION 12.06.030 RESIDENTIAL
PARKING PERMIT SYSTEM
(Grotenhuis Addition, Inlow Parking Lot)**

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:

Inlow Parking Lot

- Add No Parking (Except With Permit) to 10.12.030A Official Parking Control Map for four of the western most spots in the Inlow parking lot.

700 Block of South Fork Drive

- No parking in designated areas on both sides of South Fork Drive beginning approximately 228' east of its intersection with the centerline of Valley View Dr. and extending to approximately 350' north of its intersection with the centerline of Broadway St.

600 Block of Valley View Drive

- No parking on the east side of Valley View Drive beginning at Cascade Avenue and extending to approximately 110 feet south from the centerline intersection of Cascade Avenue and Valley View Drive

SECTION 2. That Section 12.06.030.A.3 of the City of River Falls Municipal Code be amended to add the following streets in Grotenhuis Addition to Zone A/B:

- d. Valley View Dr.
- e. South Fork Dr.
- f. Broadway St. from Valley View Dr. to South fork Dr.

SECTION 3. 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 13th day of September, 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: Lu Ann Hecht, City Clerk

DATE: August 23, 2016

TITLE: **Ordinance 2016-15 Creating Section 1.08.050 Municipal Board of Absentee Ballot Canvassers – First Reading**

RECOMMENDED ACTION

First Reading of Ordinance 2016-15 Creating Section 1.08.050 – Municipal Board of Absentee Ballot Canvassers (MBOABC), which will require the City Clerk’s Office to process absentee ballots at a central location instead of delivering them to the polling locations for processing.

BACKGROUND

In the past, all absentee ballots have been canvassed (processed) at the polling locations per Section 6.88 of Wisconsin Statutes. The election inspectors attempt to process the ballots before the close of the polls on Election Day. With larger elections, this is not always possible.

The City had an 80 percent voter turnout for the 2012 presidential election, and we expect similar or more voters for the 2016 presidential election in November.

DISCUSSION

Many voters refer to absentee voting as “early voting.” Each election brings more and more absentee voters, with the list of permanent absentee voters from qualified care facilities and homebound residents increasing each year. Any voter who is unable or unwilling to go to the polls may vote absentee either by mail or in the City Clerk’s Office. In-person absentee voting takes place within the two full weeks before the election. In 2012, the City had 1,487 absentee voters. We expect the number of absentee voters for the November 8, 2016, presidential election to be over 2,000.

To process an absentee ballot at the polls, the city clerk takes the absentee ballots to the correct polling locations. One of the election inspectors steps up to the “poll book” workers and states out loud the name and address of each of the absentee voters. Workers will assign the voter a number and write that number both on the envelope and in the poll book. The envelope is checked to ensure that the signature of the voter and the name and address of the witness is sufficient. The envelope is opened and the ballot removed. The ballot is separated from the

envelope so that the inspector placing the ballot in the machine will not know the voter's name. This process is usually done in lots of not less than three ballots at a time and is repeated until all absentee ballots have been processed. Inspectors are required to enter the voter line in order to get the absentee ballots processed during polling hours.

When the election inspectors are not able to process the absentee ballots prior to 8 p.m. on Election Day, they have to finish processing them after the polls close and before they can run total tapes, call in results, complete all the required state forms, pack up the machines and supplies, and bring required paperwork to the City Clerk's Office.

With the MBOABC processing all the absentee ballots in a central location, the election inspectors should be able to end their day earlier than if they had to process the absentee ballots. The time-saving benefits of the MBOABC will be more pronounced in larger elections with higher voter turnout.

The MBOABC would begin canvassing the absentee ballots at 7 a.m. on Election Day and stay in session until all absentee ballots have been processed. With processing absentee ballots as the only responsibility for this board and this being the first board of absentee canvassers, it anticipates that the process between five and six hours.

The MBOABC requires additional costs of approximately \$515 for programing a memory pack to tabulate ballots for each polling location. That cost is driven by the amount of data on the ballot along with \$120per ballot style. Each of the five polling locations has a different ballot style. These costs could be offset by reduced time for election inspectors working at the polls after the close of voting.

Recommendation

Staff recommends the approval of this ordinance.

FINANCIAL CONSIDERATIONS

The City completes a two-year budget. In 2017, there is one scheduled election in April, with a primary in February, if needed, and in 2018 there are four scheduled elections. The cost to provide MBOABC with the memory pack needed for six elections in this two-year budget would add \$7,000 to the election budget for two years.

CONCLUSION

Approve Ordinance 2016-15 Establishing a Municipal Board of Absentee Ballot Canvassers.



ORDINANCE NO. 2016-15

**AN ORDINANCE CREATING SECTION 1.08.050 OF MUNICIPAL CODE
REGARDING CENTRAL CANVASSING OF ABSENTEE BALLOTS**

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

SECTION 1. That Section 1.08.050 of the City of River Falls Municipal Code is created as follows:

1.08.050 Pursuant to Sections 7.53(2m) and 7.52 of the Wisconsin Statutes, the Municipal Board of Absentee Ballot Canvassers shall be created (MBOABC)

- A. This Board (MBOABC) shall be composed of the municipal clerk, or a qualified elector of the municipality designated by the clerk, and two other qualified electors of the municipality appointed by the clerk for a term of two years commencing on Jan. 1 of each even-numbered year. Section 7.53(2) Wisconsin Statutes.
- B. The clerk shall appoint additional inspectors under Section 7.30(2)(a), Wisconsin Statutes, to assist the MBOABC in canvassing absentee ballots under this section.
- C. The MBOABC shall canvass all absentee ballots for all elections held within the municipality at a location to be determined by the clerk, to replace canvassing of absentee ballots at the polling locations under 6.88 of the Wisconsin Statutes.
- D. The municipal clerk shall give at least 48 (forty-eight) hours' notice of any meeting of the MBOABC under this section.
- E. The municipal clerk, no later than the closing hour of the polls, shall post at the Clerk's Office and on the Internet at a site announced by the clerk before the polls open, and shall make available to any person upon request, a statement of the number of absentee ballots that the clerk has mailed or transmitted to electors and that have been returned by the closing hour on Election Day.

SECTION 2. This ordinance shall take effect on the day after publication.

Dated this 13th day of September, 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: Jeff Rixmann, EMS Director

DATE: August 23, 2016

TITLE: Replacement Ambulance Purchase

RECOMMENDED ACTION

Adopt the resolution approving purchase of a 2016 ambulance Chevy Chassis for the 2017 remount ambulance.

BACKGROUND

River Falls EMS is currently working on specifications for a new ambulance to replace our oldest 2002 ambulance with 175,000 miles. This is in the capital improvement plan (CIP) for 2017.

River Falls EMS has the option to purchase a new ambulance or remount a box from an old ambulance.

DISCUSSION

Current Situation

Purchasing an entirely new ambulance will be over \$200,000 without any new equipment.

We have two options for a remount, which will save us about \$30,000 from a new ambulance plus receive current and updated equipment (cot and stair chair) and technology for the ambulance.

Option 1: Remount our existing ambulance. If we choose this option, our vendor will take our ambulance in January 2017 to remove the box and place onto a new chassis. We would be down an in service ambulance for approximately 5 months. The ambulance would be ready for delivery around June 2017.

Option 2: Remount a 2005 box from a unit our vendor has in their inventory, which is newer than ours and has a better box. We recommend this route for a couple reasons. First, if we purchase the chassis now, they can begin the remount process early. Second, we don't lose one

of our in service ambulances for 5 months. We would then take delivery of the new ambulance in January 2017 compared to June 2017.

Next Steps

Once approved, River Falls EMS would begin the remount process to be complete by January 2017. We would then sell our oldest ambulance (as a complete functional unit) after the new one is placed into service. We would also sell the chassis from the 2005 unit we received from our vendor and placed that box on our new chassis.

Recommendation

Approve the resolution to purchase the chassis in 2016 and complete the remount in 2017 to save our department \$30,000 and maintain use of all current ambulance equipment.

FINANCIAL CONSIDERATIONS

Going with a remount will save our department around \$30,000 plus receive a new hydraulic lift cot and stair chair inside the ambulance that would not be included in a new ambulance purchase.

CONCLUSION

Ray Curtis, City mechanic, and our Ambulance replacement committee have reviewed the options available and feel this solution will ultimately receive a better savings overall.



RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT AMBULANCE

WHEREAS, River Falls EMS maintains a fleet of five ambulances within the River Falls EMS service area; and

WHEREAS, a life of an ambulance is about 10 years; and a replacement schedule is in place for 2017; and

WHEREAS, Everest Emergency Vehicles has submitted a remount proposal to replace our 2002 ambulance; and

WHEREAS, the coordination of remounting a box given the current proposal will save the department funds;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the purchase of a 2016 Chevrolet Express Commercial Cutaway RWD 4500 159"WB Diesel chassis at a cost of \$42,962, and the remount of the ambulance for a 2017 delivery.

ALSO, THEREFORE BE IT RESOLVED that the 2002 ambulance be declared as surplus equipment and sold in 2017.

Dated this 23rd day of August, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Kevin Westhuis, Utility Director

DATE: August 23, 2016

TITLE: Resolution Approving Agreement for SCADA Evaluation and Direction

RECOMMENDED ACTION

This resolution is asking for approval of an agreement with Power Systems Engineering (PSE) to report on and evaluate our current SCADA systems and to advise on replacement systems. Goal is to achieve efficiencies and opportunities within our utilities and other possible City functions that may be enhanced by a more functional and comprehensive SCADA system.

BACKGROUND

SCADA is an acronym for Supervisory Control and Data Acquisition. SCADA is a system for remote monitoring and control of integral internal systems that operates with coded signals over communication channels that include both fiber networks and wireless transmissions.

We currently have SCADA systems in place for electric substation equipment, wells, lift stations, and a system in place for monitoring at the Waste Water Treatment facility. These SCADA systems vary in vendors, age, and effectiveness.

DISCUSSION

With our current SCADA systems aging, and in some cases vendors of current equipment out of business, we are asking the question about replacement and potential efficiencies of having common SCADA equipment vendors between departments. We are also looking for opportunities for security and monitoring in other City departments which also may be able to take advantage of efficiencies through cross departmental cooperation.

The current electric SCADA system was put in place in the 1970's and the vendor is out of business. The system is functioning, but we will be unable to connect to the new equipment at the power plant substation and the Southfork substation when those are upgraded. The electric system is the priority, but the discussions and planning will keep in mind the possibility of using one vendor and system for electric, water and sewer in the future.

Power System Engineering (PSE) has provided A proposal (attached) that will assist us beginning to evaluate the current situation, future planning, and potential department synergy opportunities.

Staff recommends the Streamline Approach *(page 14 of the proposal)*

PSE will produce a system evaluation report that will provide detailed information on:

1. SCADA Master: Key requirements and objectives for selecting a new SCADA vendor. Recommended upgrades or additional features and improvements to existing SCADA functionality.
2. SCADA Network Architecture: A diagram indicating the overall architecture for communications between the control center, substations, corporate systems, ect.
3. SCADA vendor summary: Key strengths and weaknesses for selected vendors that would be a good fit for RFMU's requirements.

PSE will also assist The City of River Falls with pricing solicitation as well as licensing and services agreements with preferred vendors.

FINANCIAL CONSIDERATIONS

The cost for these services will be \$16,670 which will include PSE's travel expenses (\$500). This is non-budget item in 2016 but is a CIP item for 2017. This project may not be completed until 2017. The electric utility will be funding this initial phase of the project.

CONCLUSION

Approval of the resolution approving the services of PSE in the amount of \$16,670 to assist the City of River Falls in exploring our current SCADA situation, potential vendors, potential systems, and potential cross departmental efficiencies is recommended.



RESOLUTION NO.

**RESOLUTION APPROVING AGREEMENT FOR SERVICES –
POWER SYSTEMS ENGINEERING**

WHEREAS, SCADA is hereby defined as a Supervisory Control and Data Acquisition system for the purposes of monitoring crucial internal systems; and

WHEREAS, the City’s current SCADA systems vary in age, brand, and effectiveness; and

WHEREAS, Power Systems Engineering (PSE) has given us a proposal that will assist the City in beginning to evaluate the current situation, future planning, and potential departmental synergy opportunities; and

WHEREAS, the 2017 Capital Improvement Plan includes dollars for implementation of a replacement SCADA system; and

WHEREAS, the total cost for the services of PSE on this project are estimated to be \$16,670 for the initial research and recommendations.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the services of Power Systems Engineering (PSE) to assist the City of River Falls in the evaluation of our current SCADA systems with recommendations for future additions and modifications to our system.

Dated this 23rd day of August, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk



SCADA System Replacement Services

Proposal Prepared for:



July 29, 2016

Contact: Nick Orndorff

orndorffn@powersystem.org

Direct: 763-783-5345

Mobile: 651-276-2690

10710 Town Square Drive NE, Suite 201
Minneapolis, MN 55449

www.powersystem.org

July 29, 2016

Mike Reardon via email: mreardon@RFCITY.ORG
River Falls Municipal Utilities
222 Lewis St.
River Falls, WI 54022

Subject: PSE's Proposed Scope of Work for SCADA System Replacement Evaluation

Dear Mike:

Thank you for the opportunity to provide a proposal for assisting with your SCADA system replacement evaluation. PSE has designed many SCADA systems and performed many substation upgrades, and we feel confident that we will be able to assist you well with this.

In performing an upgrade from your C3-Ilex system we believe some key objectives will be to provide increased reliability and improved operational efficiencies from what is deployed today. Also, looking out over the next few years there will likely be further opportunities for expandability and increased efficiencies from potential consolidation with the RFMU water and waste water SCADA systems. As RFMU deploys technology updates further down the road such as AMI and/or OMS, we think there are opportunities for further efficiencies of leveraging a modern SCADA by integrating it with these other systems.

In this proposal we have laid out two different approaches for procuring a new SCADA system. The first approach is a comprehensive RFP procurement process that includes RFP development, proposal evaluation, onsite vendor demonstrations, vendor selection and contracting. The second approach is a more streamlined that leverages PSE's experience working with the various vendors that would be a good fit for RFMU. In the streamlined approach, we would provide an overview of the strengths and weaknesses of several SCADA vendors and then assist RFMU with contracting with the preferred vendor. We believe either approach would be appropriate for RFMU and would be happy to pursue either with you.

I look forward to speaking with you about this proposal so we can refine it to what is most valuable to you. Please give me a call and we can walk through the services to find the best fit.

Sincerely,



Nick Orndorff
Sr. Utility Automation Consultant

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1 Full RFP Approach

PSE has described below our best practice approach to SCADA system design and procurement.

1.1 Requirements Development

The system design and requirements process described below is key to the success of the project. The overall goals of this are to:

1. Develop user and functional requirements with RFMU.
2. Develop recommended design requirements for the SCADA system with budgetary estimates and a shortlist of vendors that would receive a request for proposal.

Throughout this process, PSE will work closely with RFMU's core team to review and revise the requirements and to make system-level design decisions. The result of this process is a set of requirements that will be used in the request for proposal (RFP) for procurement.

1.1.1 Requirements Gathering

The requirements gathering process consists of gathering as much information as possible from RFMU about the state of its current distribution SCADA system and meeting onsite with RFMU to discuss the functionality that RFMU may want from its new system. PSE will facilitate clarification of essential functionality and desired functionality during the meeting. PSE will provide insight how to select the features that are most beneficial to you.

1.1.2 Documentation Request

PSE will request existing information from RFMU that will be of great value in designing the SCADA system, including:

- System level distribution diagram.
- Substation one-line diagrams.
- Clear information about the communication system to substations.
- Clear information about equipment within the substations and their communication capability.

1.1.3 Onsite Information Gathering

In addition to the documentation requests listed above, PSE will conduct a one to one-day onsite visit to RFMU to gain independent input from users, electric engineering personnel, corporate users, as well as network and security engineers.

The purpose will be to elicit RFMU's core team's key objectives and better document the following:

- Current challenges and desired system improvements
- Performance requirements
- Redundancy requirements
- Interfaces to other software applications owned by RFMU

A tentative proposed agenda is shown in the table below.

Table 1: Onsite Information Gathering Tentative Agenda

Topic	Time
SCADA Core Team Requirements <ul style="list-style-type: none"> • SCADA Overview (Goals, Cost Drivers, Effort Drivers) • Network Architecture • Security Review • Remote Access, Reporting & Historical Data • Responsibility Matrix (Vendor, Utility, Others) 	Day 1 Morning
SCADA Core Team Requirements <ul style="list-style-type: none"> • Interfaces to other systems • Screen Review & Reporting • Alarm Handling • Operational Tasks 	Day 1 Afternoon

1.1.4 Technical Requirements Creation

Based on the information and requirements gathered onsite, PSE will now work to closely review RFMU’s existing requirements document, compare it to our existing template that has proven successful in many other SCADA procurement projects, and make adjustments as necessary to result in a unique set of functional and technical requirements that clearly describe RFMU’s needs.

1.1.5 Network Requirements

The requirements will also address the architecture of the network. In designing the network architecture, there are many factors to include, such as:

- Interfacing corporate and control networks
- Control center redundancy and disaster recovery
- Archival, historian, and data backup
- Dispatch and field operations control and engineering access

Below is an example of a diagram that is representative of the network diagram which will be created for the RFP.

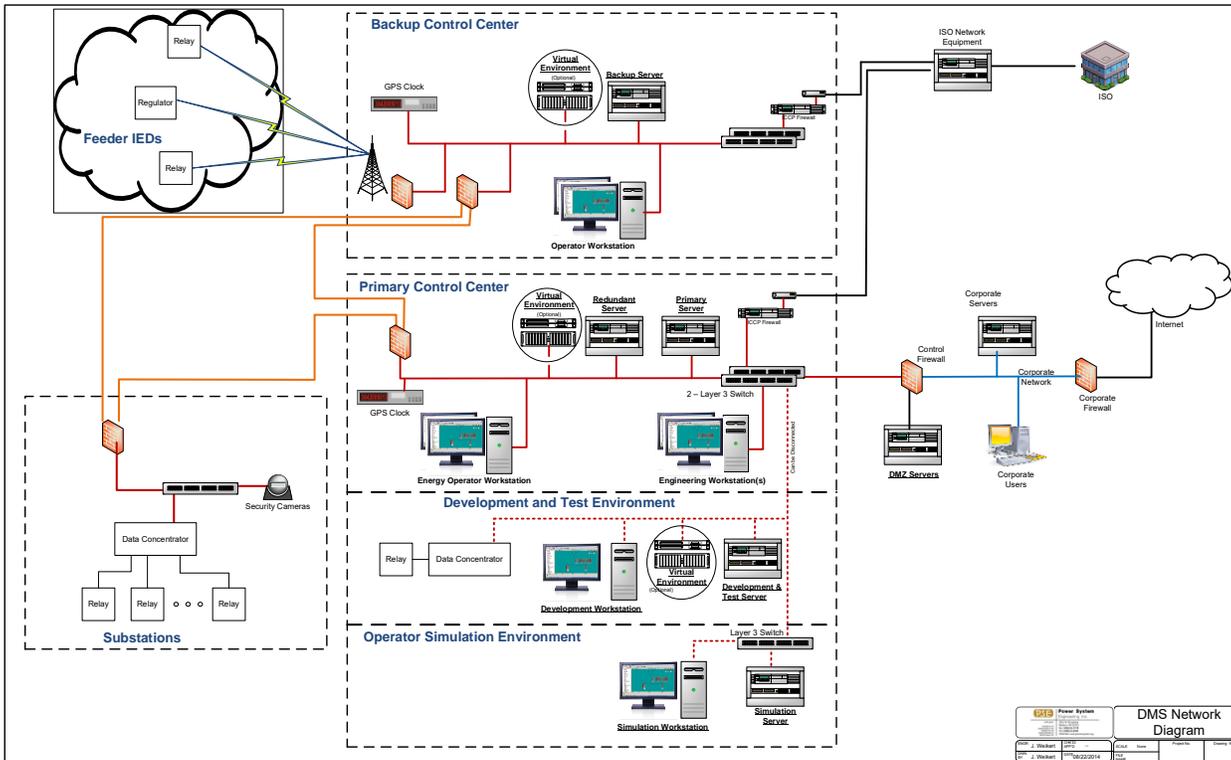


Figure 1: Representative Network Diagram

1.1.6 Security Requirements Creation

PSE performs security assessments for many utilities. For RFMU, we will focus our efforts on making recommendations for the SCADA master and the networking equipment on the DMS control network. We have not included a broad scope of services such as reviewing security of the corporate network or policies and procedures related to use of these networks. However, we would be happy to quote these additional services if RFMU desires.

As a part of the services included in this work plan, PSE will:

- Define requirements for the SCADA system to adhere to industry best practices including NERC CIP requirements.
- Identify network hardware required to adhere to industry best practices including NERC CIP requirements.
- Identify network VLANs and firewalls needed to adhere to industry best practices including NERC CIP requirements.
- Identify secure means of providing remote access to SCADA data for corporate viewing of data and visibility of SCADA by line crews if desired.

1.1.7 RTU and Data Concentrator Considerations

As a part of the deployment of the new SCADA master, PSE recommends considering what role RTUs or data concentrators should have at the substation.

It is PSE’s general recommendation that new SCADA systems focus on direct communication to IEDs as much as possible, sometimes through data concentration that occurs with substation processors such as the SEL 3530 or SMP Gateway. RTUs are still necessary, but they have become less central to the design of substation automation.

PSE will investigate this more thoroughly during the SCADA requirements generation.

1.2 RFP Generation

Once the system design is complete, PSE will create the SCADA RFP document using our RFP template sections as described below. PSE will then submit the final document to vendors. PSE will manage this vendor interaction for RFMU.

1.2.1 RFP Generation

1.2.1.1 Technical Requirements

The technical requirements will be included as described in the previous section. The form PSE uses requires the vendor to indicate compliance or non-compliance with each of the requirements listed.

The table below shows a brief sample of the kind of requirements that are often included in an RFP.

Table 2: Representative RFP Technical Requirements

#	Requirement
Servers, Workstations & Network Equipment	
1	Primary Server: The vendor shall propose a primary server that is ...
...	
Field Devices & Protocols	
12	Existing RTUs: The proposed system shall support the 72 RTUs currently part of the system.
14	Protocols: The proposed system shall support serial Telegyr 8979 Protocol as well as serial and Ethernet DNP 3.0 protocols.
...	
Integrations	
19	AMI: The proposed system shall include <u>optional</u> support for MultiSpeak 3.0 and 4.1 integration with AMI. The proposal shall ...
...	
Volt/VAR Application	
23	Volt/VAR Set Points: The proposed system shall allow operator to indicate system set points including minimized losses, minimized VAR at specified points and acceptable

#	Requirement
	voltage levels.
24	Loss Reduction: The proposed system shall support use of Volt/VAR optimization to reduce system losses.
...	
Database	
45	Points: The proposed system shall include support for 30,000 database points.
46	Database Creation: The vendor shall include creation of the database as part of their engineering services. The vendor ...
...	
User Interface & Reports	
68	System Diagrams: The proposed system shall include creation of 5 overview diagrams for electric, water and gas.
69	Screen creation: The proposed services shall include creation of new screens as opposed to import of existing screens.
...	
Historical Storage	
77	SQL Historical Data Viewing: The proposed system shall also support retrieval of historical data through use of SQL.
78	Historical Trend: The proposed system shall support viewing of trends of any point previously included in the historical database.
...	
Remote Access	
95	Web Interface: The proposed system shall support remote viewing of all SCADA screens via a web browser.
96	View-Only Access: The system must provide View/Read-Only Application access via proxy, DMZ, or other method to provide SCADA view access from a separate network segment.
...	
Event and Alarm Processing Features	
105	Groups and Responsibilities: The proposed system shall support assigning users to different groups ...
106	E-mail (SMTP) Alert: The proposed system shall support notification of alarms via E-mail.
...	
Maintenance & Support	
122	Technical Support: The proposal shall include technical support from the vendor for 24x7 emergency issues and non-critical issues ...
123	Maintenance: The proposal shall include annual software updates from the vendor for as well as immediate updates for any critical issues identified.
124	Administrator Training: The vendor shall include advanced training for administrators...

1.2.1.2 Responsibility Matrix

One of the most critical items in evaluating bids from vendors and in signing contracts that lead to successful system installation and deployment, is agreeing on the responsibilities of the supplier and the purchaser. PSE will work to ensure that important responsibilities are clearly defined.

Below is small excerpt from a responsibility matrix which is similar in format to what will be provided for RFMU.

Table 3: Sample Responsibility Matrix

#	Description	Supplier Responsibility	Utility Responsibility
Operator Interface Development			
	Build operator displays defined in RFP.	X	
	Configure alarm notification as defined in RFP.	X	
	...		
Installation and Integrations			
	Install Servers and Operator Workstation Hardware		X
	Establish communications to existing devices & RTUs	X	
	Perform Point Check-out to each device in DMS system.		X
	Perform integration of ICCP link to RTO.	X	
	...		
System Acceptance Testing and Cutover			
	Support testing of protection system by doing all system switching to maintain service to customers.		X
	Demonstrate alarm functionality as defined in SAT procedure.	X	
	...		

1.2.1.3 Pricing Normalization

In order to normalize pricing from many vendors, PSE's RFPs require bidders to insert their prices according to a standard format.

Below is a sample excerpt from a standard pricing sheet included in the RFP.

Table 4: Representative Normalized Pricing Template

#	Item Description	Supplier Description	Qty.	Unit	Total
A. Master					
1. Software Costs					
	Software License				
	Licensing for RTUs/IEDs				
	Licensing for DNP, Modbus, ...				
	...				
<i>Total Software Costs</i>					
2. Hardware Costs					
	Primary Control Center Hardware				
	Backup Control Center Hardware				
	Network Hardware				
	...				

#	Item Description	Supplier Description	Qty.	Unit	Total
<i>Total Hardware Costs</i>					
3. Engineering Services					
	Database and Display Building				
	Import of Customer GIS data				
	Factory Acceptance Test				
	...				
<i>Total Engineering Services Costs</i>					
4. Onsite Services					
	Hardware Installation				
	Integration with AMI, OMS, ...				
	System Acceptance Testing				
	...				
<i>Total Onsite Costs</i>					
<i>Total Base System Costs</i>					

#	Item Description	Supplier Description	Qty.	Unit	Total
Post Installation Service Contracts					
	Annual Support and Software Upgrade				
	Vendor Patch Maintenance				
	Vendor Engineering Services				
	...				
<i>Total Post Installation Service Costs</i>					

1.2.1.4 System Acceptance Testing Requirements

Critical to the selection of the vendor is a clear and common understanding of the activities to be followed during the System Acceptance Test (SAT). PSE provides our SAT requirements and requires the vendors to note any exceptions to the acceptance of this testing as part of their bid.

Below is a limited example excerpted from a SCADA master SAT checklist as provided in the RFP.

Table 5: Representative SAT Requirements

<u>System Acceptance Testing Requirements</u>
<p>The vendor shall be responsible for creating a System Acceptance Test plan which verifies the functional requirements below. Successful or unsuccessful completion of the tests will be documented and signed by utility and vendor personnel. Any issues that cannot be resolved during the test will be documented in a remediation plan which is acceptable to the utility.</p>
<p>External Communication</p> <ol style="list-style-type: none"> 1. RTU Scanning: Demonstrate successful scanning of each RTU in the following ways, <ol style="list-style-type: none"> a. Status Points: Demonstrate that status change for at least one status point is indicated properly on tabular and one-line displays for all possible status states. ... 2. ICCP Interface: Demonstrate that the primary, redundant, back-up and test server connections can be created with ISOs to verify the following, <ol style="list-style-type: none"> a. Set Points: Set points are received properly from the ISO ...
<p>Operator Interface / User Functionality</p>

<ol style="list-style-type: none"> 1. One-line Displays: <ol style="list-style-type: none"> a. Visual: Demonstrate that all one-line diagrams have been created or imported properly and that they display information acceptably. This includes 2. Areas of Responsibility: Demonstrate that at least one user in each area of responsibility has appropriate control and alarm visibility. 3. Alarm Groups: Demonstrate that alarm groups and priorities defined for the system function correctly. <p>...</p> <p>Key Features</p> <ol style="list-style-type: none"> 1. Switch Order Management: <ol style="list-style-type: none"> a. Order Generation: Verify that the system can automatically generate switching orders and that operators can manually generate switching orders. <p>...</p> <ol style="list-style-type: none"> 2. Load Flow and Network Stability: Verify that the system performs load flow and network stability analysis based on the imported GIS model. <ol style="list-style-type: none"> a. Contingency: Verify that the system displays reserve capacity appropriately. <p>...</p> <p>Server Features</p> <ol style="list-style-type: none"> 1. Redundancy Failover: Test and verify both automatic and manual server hot standby failover functionality. <p>...</p>
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1.2.1.5 Security Requirements

Designing the SCADA system to meet security objectives, defining security-related requirements within the RFP, and in general, following a procurement process that vets each vendor for strong internal security practices is essential to deploying a secure system.

To that end, PSE follows NERC best practices with regard to security and defines security requirements for the SCADA system and the vendor and includes these as part of the RFP. The table below illustrates a sample except of PSE’s security requirements.

Table 6: Representative Security Requirements

#	Requirement
Account Management	
	The Vendor shall provide a configurable account password management system that allows for selection of password length, frequency of change, setting of required password complexity, number of login attempts, inactive session logout, screen lock by application, and denial of repeated or recycled use of the same password.
	The Vendor shall provide a system whereby account activity is logged and is auditable both from a management (policy) and operational (account use activity) perspective.
	The Vendor shall time stamp, encrypt, and control access to audit trails and log files.
	The Vendor shall provide read-only media for log creation.
	...
Session Management	
	The Vendor shall not permit user credentials to be transmitted in clear text.

#	Requirement
	The Vendor shall provide the strongest encryption method commensurate with the technology platform and response time constraints.
	The Vendor shall not allow multiple concurrent logins, applications to retain login information between sessions, provide any auto-fill functionality during login, or allow anonymous logins.
	The Vendor shall provide user account-based logout and timeout settings.
	The Vendor shall configure hosts with least privilege file and account access and provide documentation.
	...
OS Configuration	
	The Vendor shall provide a listing of services required for any computer system running control system applications or required to interface the control system applications. The listing shall include all ports and services required for normal operation as well as any other ports and services required for emergency operation. The listing shall also include an explanation or cross reference to justify why each service is necessary for operation.
	The Vendor shall remove and/or disable all software components that are not required for the operation and maintenance of the control system prior to the FAT.
	...
Intrusion Detection	
	The Vendor shall provide a configured HIDS and/or provide the information to configure a HIDS to include, but not be limited to, static file names, dynamic file name patterns, system and user accounts, execution of unauthorized code, host utilization, and process permissions sufficient for configuring the HIDS.

1.2.1.6 Network Diagrams

The network infrastructure is critical to the system. As a part of generating the requirements, PSE creates a network diagram with critical information, including:

- **Servers:** The infrastructure needs to account for the number and type of servers, including primary and redundant servers at the main control center, servers at a backup control center, DMZ servers for historical storage, and providing data for corporate use.
- **Virtualization:** The infrastructure can be built to support virtualized servers. The virtual environment can be contained completely within the control network so that no sharing exists with corporate servers or secure segmentation can be set up to share server resources.
- **Operator Workstations:** Details need to be defined for the number of workstations at each location in conjunction with the displays that should be provided for each operator.
- **RTU & IED Communication:** The infrastructure needs to accommodate communication to IEDs and RTUs in substations as well as those distributed along distribution feeders.

The diagram in Figure 1 (Section 1.1.6) is a representative sample of the type of network diagram that would be appropriate for a system similar to what RFMU is designing.

1.2.1.7 Terms and Conditions

PSE will supplement RFMU’s standard terms and conditions with additions that we have historically found beneficial. RFMU will be required to have these reviewed by its attorney.

We find that including terms and conditions in the RFP positions the purchaser more strongly rather than the utility having to make exceptions to the vendor’s conditions.

PSE’s additions will include a proposed milestone payment schedule based on identifiable completion of project phases. The table below is an example of a milestone payment schedule used for a SCADA master contract.

Mile-stone #	Milestone Description (key reference section)	Milestone Payment	Cumulative Payment
I	Contract Execution	X %	X %
II	Complete SCADA Master System hardware engineering. Order SCADA server and network equipment.	X %	X %
III	Complete FAT, cleanup, and ship system to RFMU.	X %	X %
IV	Completion of installation of SCADA master hardware on site.	X %	X %
V	Complete integration with remote sites.	X %	X %
VI	Complete System Acceptance Testing and Cutover	X %	X %

1.2.1.8 Training

PSE will ensure that the RFP clearly states what training is required by the vendor. Typically, vendors divide the training into onsite training and training classes held at their facility. The onsite training is typically focused on operators and is done during the installation phase.

Vendor facility training classes are typically appropriate for administrators of the system including engineers and IT personnel who will update and maintain the system.

1.2.1.9 Recommended Vendor List

PSE will propose a list of SCADA master vendors in conjunction with RFMU that provide quality products and that are sized appropriately to meet RFMU’s needs.

1.3 RFP Evaluation, Vendor Selection, and Contracting

During this process, PSE will address questions and answers with vendors, receive RFP responses, and provide an evaluation of responses to RFMU for review.

1.3.1 Evaluation

There is no single correct answer regarding which vendor to choose. Rather, PSE has found that the final decision comes from a combination of various factors.

PSE will assist RFMU by ranking each vendor’s performance in critical categories and summarizing the reasoning behind those rankings. From this, RFMU will be able to see which vendors should be short listed for further consideration.

A sample of PSE’s evaluation summary table is shown below.

Evaluation Scores: 1 - Very Poor, 2 - Poor, 3 - Acceptable, 4 - Strong, 5 - Very Strong				
Category	Vendor 1	Vendor 2	Vendor 3	
1 Normalized Pricing (Base System)	\$ xxx,xxx.xx	\$ xxx,xxx.xx	\$ xxx,xxx.xx	
2 Normalized Pricing w/ Key Options (Redundant Server & Integrations)	\$ xxx,xxx.xx	\$ xxx,xxx.xx	\$ xxx,xxx.xx	
3 5 Year Total Cost w/ Key Options (Redundant Server & Integrations)	\$ xxx,xxx.xx	\$ xxx,xxx.xx	\$ xxx,xxx.xx	
4 Requirements	2 - Reasoning ...	4 - Reasoning ...	5 - Reasoning ...	
5 Services & Training (Including Responsibility Matrix)	1- Reasoning ...	4 - Reasoning ...	5 - Reasoning ...	
6 Remote Access / Integration	Reasoning ...	2 - Reasoning ...	5 - Reasoning ...	
7 References & Experience	4 – Reasoning ...	4 – Reasoning ...	5 – Reasoning ...	
8 User Interface & Symbol Library	1 - Reasoning ...	3 - Reasoning ...	3 - Reasoning ...	
9 Responses to Questions	2 - Reasoning ...	3 - Reasoning ...	4 - Reasoning ...	
10 Maintainability / Support	1 - Reasoning ...	3 - Reasoning ...	4 - Reasoning ...	
11 Project Time Frame	3 - Reasoning ...	5 - Reasoning ...	5 - Reasoning ...	
12 Exceptions (including Terms)	3 - Reasoning ...	5 - Reasoning ...	Reasoning ...	
13 Vendor Viability & Match for Utility	4 - Reasoning ...	3 - Reasoning ...	5 - Reasoning ...	

1.3.2 Vendor Meetings

Once the bids have been received and evaluated, PSE then recommends hosting two one-day vendor meetings onsite at RFMU’s offices to interview two preferred vendors and examine their proposals and systems in greater detail.

This process allows for an interactive dialog and software demonstration that allows each of the team members to get comfortable with intangible aspects of the system and the company providing it.

1.3.3 Vendor Selection and Contracting

Following the evaluations and vendor meetings, PSE will support RFMU in final selection and contract negotiations.

Note that PSE will not be primarily responsible for contract signature. PSE will make recommendations on vendor selection; however, contract negotiation is between RFMU and the vendor.

2 Streamlined Approach

PSE has used a more streamlined approach for utilities that have relatively simple SCADA requirements and want to aggressively manage the costs of a system procurement. The downsides of this approach are that a utility will generally get better pricing and terms and conditions from the competitive bids of an RFP process. Therefore, PSE recommends a full RFP process for RFMU but presents the streamlined approach as an alternative.

2.1 Requirements Development

The system design and requirements process for the streamlined approach is exactly the same as the full RFP approach. With either approach, PSE wants to ensure we have a solid understanding of the business drivers and operational objectives of the SCADA procurement project. Therefore, the same steps of Requirements Gathering, Information Request, Onsite Information Gathering, Network Requirements Gathering and Security Requirements Gathering will all be completed.

2.2 SCADA System Evaluation Report

PSE will provide a report describing the current status of the SCADA system. The report will provide detailed information on:

1. **SCADA Master:** Key requirements and objectives for selecting a new SCADA vendor. Recommended upgrades or additional features and improvements to existing SCADA functionality.
2. **SCADA Network Architecture:** A diagram indicating the overall architecture for communications between the control center, substations, corporate systems, etc.
3. **SCADA Vendor Summary:** Key strengths and weakness for selected vendors that would be a good fit for RFMU's requirements.

2.3 Contracting with Preferred Vendor

Based on the evaluation report and PSE's vendor summary, PSE will assist RFMU with soliciting pricing, licensing and services agreements with the preferred vendor. Similar to the full RFP approach, PSE can provide sample Terms and Conditions and support RFMU during the contracting phase however, contract negotiation is between RFMU and the vendor.

3 Future Optional Services

3.1 System Implementation (Optional)

Following contracting with the selected vendor, PSE will support RFMU in the design implementation phase.

It is important to note that each of the tasks described in this section can be accomplished by a combination of RFMU, PSE and the selected SCADA vendor. PSE will make sure that consideration will be given during the RFP stage to which of these RFMU desires to take responsibility for.

3.1.1 Database Creation and One-Lines

While requirements are generated during the initial system level design, the points list for the database and actual user screens are not created until the design phase. PSE will work with RFMU to facilitate efficient execution of these tasks and watch out for RFMU's best interest during the system design.

3.1.1.1 Database Creation

This task involves determining each status, analog, control, and accumulator point to be put into the database, the protocol index for each of these, scaling, state definitions, reasonability levels, and alarms levels. Much of this work requires looking at substation DC schematics and field wiring to translate relay I/O to usable information.

The utility must be involved in determine reasonable limits for analog values and what levels they want to create alarms for. Beyond this, much of the work of compiling and organizing the list can be done by PSE.

3.1.1.2 Screen Details and Reports

The SCADA vendor will typically require one-line drawings from RFMU in some fashion from which they can create their screens. PSE can work with RFMU to recommend layouts that would be helpful and define what is to be implemented by the vendor.

3.1.2 Factory Acceptance Test

As the vendor completes its development and as the hardware that has been purchased by the vendor is assembled, the vendor will begin preparing for the Factory Acceptance Test. The vendor will be responsible for creation of the Factory Acceptance Test plan and PSE will review it and make sure that it's sufficiently thorough. The vendors have a process and test plan that they have developed and that works within their system.

PSE will attend the FAT and take the lead in representing them. RFMU personnel will certainly need to attend as well. In order for the FAT to be sufficiently thorough, RFMU should supply an RTU, PLC, and any communication processors in the weeks before the FAT so they can be integrated. PSE can work with RFMU to identify other equipment and interfaces that should be included such as unique equipment in the generation plant that may be interfaced.

While the vendor will be responsible for documenting and resolving all issues found, PSE will take the lead in making sure the vendor resolves the issues.

3.1.3 Onsite Installation Activities

The installation phase is one of the most critical. Typically, SCADA vendors participate in the tasks listed below. Much of the preparation for final installation and responsibility for cutover is assumed by the utility.

3.1.3.1 SCADA Master Vendor Responsibilities

- Installation of all server hardware and software provided
- Assistance in initial point check out of the first substation
- Final verification of system functionality (System Acceptance Testing)

3.1.3.2 Utility Responsibilities

The utility often takes primary responsibility for verifying that their equipment is properly configured and tested in preparation for the installation and cutover. PSE will provide assistance to RFMU in these activities to make sure that RFMU is comfortable with the process.

RFMU will have responsibilities for the following:

- Point checkout of the SCADA Master database with RTUs, PLCs, and other field devices
- Performing or oversee field construction.
- Performing operation of the equipment breakers and switching orders needed for maintaining service to customers.

3.1.4 Cutover and System Acceptance Testing

PSE will work with RFMU and the vendor during the cutover and System Acceptance Test (SAT). We will assist in troubleshooting as necessary and represent RFMU in verifying that the vendor provides the functionality required in the contract.

3.1.4.1 System Acceptance Test and Issue Resolution

At this point in the installation, most of the major troubleshooting and integration issues have been resolved. PSE will now monitor the SAT performed by the vendor. This will include verification of point functionality and major system operations.

3.1.4.2 Cutover

The cutover will be performed only after extensive check-out of device connectivity and database and screen functionality has been performed during the installation. PSE will be onsite during the cutover.

4 Project Cost

The table below provides estimated cost for each of the components described above. This estimate is based on PSE's current understanding of RFMU's needs and the anticipated level of effort required.

PSE has provided onsite assistance that has proven sufficient for work with other utilities. PSE is happy to provide more onsite assistance if RFMU desires.

Full RFP Approach

Category	Labor Cost	Days Onsite	Travel Expenses
High Level System Design	\$15,000	1	\$250
RFP Generation & Evaluation	\$20,000	2	\$500
Totals	\$35,000	3	\$1,250

Streamlined Approach

Category	Labor Cost	Days Onsite	Travel Expenses
Onsite Information Gathering Meeting and Requirements Development	\$4,950	1	\$250
SCADA System Requirements Report, Drawings and Presentation	\$8,745	1	\$250
Vendor Contracting	\$2,475	1	-
Total	\$16,170	1	\$500

Travel expenses (food, car rental, hotel, etc.) are estimated in the above costs. Actual costs will be passed through to RFMU with no additional markup.

PSE will remain flexible to adjust the scope of services as required by RFMU. Should the evolution of this project necessitate work outside this scope or for additional cost, no work would be performed without RFMU's authorization.

Appendix A: References

Below is a list of utilities which PSE has worked with on similar projects recently. PSE has a long list of clients for a wide range of projects types. We would be happy to provide additional references if beneficial.

Client Name:	Consolidated Electric Cooperative
Contact Person:	Phil Caskey
Address:	VP Engineering and Operations
Phone No.:	419-949-2931
E-mail:	pcaskey@CONELEC.COM
Date:	2013 – present
Project Specifics:	<p>PSE assisted Consolidated Electric with the procurement of a SCADA system for the purpose of conservation voltage reduction and substation automation. This includes:</p> <ul style="list-style-type: none"> • Requirements gathering and onsite training • Generation of RFP • RFP Evaluation and Contracting Assistance • On-going support addressing configuration of field devices • Assistance with a DG interconnection point and tying it into SCADA
Client Name:	Brownsville Public Utilities Board
Contact Person:	Gustavo Leal
Address:	1495 Robinhood Drive, Brownsville, Texas 78521
Phone No.:	(956)983-6314
E-mail:	gleal@brownsville-pub.com
Date:	2014-present
Project Specifics:	<p>PSE is assisting BPUB with the procurement of a SCADA system for controlling their transmission and distribution system. This includes:</p> <ul style="list-style-type: none"> • Requirements gathering and onsite training • Generation of RFP • RFP Evaluation and Contracting Assistance • Deployment Assistance with FAT, Testing and SAT
Client Name:	South Central Power Company
Contact Person:	Tom Musick, Vice President, Engineering
Address:	P O Box 250 Lancaster, OH 43130
Phone No.:	740-653-4422
Email:	musick@southcentralpower.com
Date:	2013-Present
Project Specifics:	<p>PSE has provided SCPC with high level strategy as well as implementation assistance for their transmission and distribution system. The activities include,</p> <ul style="list-style-type: none"> • 5-year plan for SCADA and automation of a section of their transmission system. • SCADA Implementation services including RTU programming

Agreement for Professional Services

Consultant Power System Engineering, Inc. Client River Falls Municipal Utilities
Address 1532 W. Broadway Address 222 Lewis St
Madison, WI 53713 River Falls, WI 54002
Date 7/22/2016 Project No. _____

Project Name and Location SCADA System Replacement Evaluation, WI

The following attachments, which describe the services, costs, and related items, are made part of this Agreement: Attached Scope of Work

Special Conditions None

The Terms and Conditions attached, when initialed by both parties, are incorporated and made a part of this Agreement

Offered by:

Accepted by:



7/29/16

Signature and Date

Signature and Date

Rick A. Schmidt- VP Utility Automation & Communications

Print name and title

Print name and title

Power System Engineering, Inc.

Princeton Public Utilities

Name of Consulting Firm

Name of Client

Terms and Conditions

Performance of Services: On project basis, Consultant shall perform the services outlined in the Scope of Services Addendum (all projects estimated to require over \$7,500 in services) or agreed otherwise with Client. The following items are understood:

- Client may accept or reject any recommendations of Consultant.
- Client Management is ultimately responsible for all decisions relating to any project engagement.
- Client will have a management level individual that is responsible for:
 - Overseeing any consulting services provided under this Agreement.
 - Establishing and monitoring the performance of the consulting services to ensure that those services meet Client objectives;
 - Making any decisions, approvals, and directions that involve management functions related to the consulting services and accept full responsibility for those decisions, approvals, and directions;
 - Evaluating the adequacy of the services performed and any findings that result.

Standard of Care: Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

Access to Site: Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting in damage and will not be responsible for such costs.

Billing/Payment: Client agrees to pay Consultant for all services performed and all costs incurred. Invoices for Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, Consultant may institute collection action and Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or cost attributable to the sole negligence or willful misconduct of Consultant.

Information for the Sole Use and Benefit of Client: All services, opinions, or conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client for the subject project or site and are not to be provided to any other person or entity or used for any other purposes without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client. Accordingly, any assignment of this agreement or the rights and obligations hereunder shall require the written consent of both parties.

Certifications, Guarantees and Warranties: Consultant's services as well as any work product or deliverables are not a warranty or guarantee, and Consultant shall have no such obligation. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. Furthermore, consultant shall not be liable for any computer security or cyber security breach, even if consultant has been engaged by client to perform cyber security services, since client recognizes that it is impossible to obtain complete protection against computer or cyber security breaches caused by hackers or other causes.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by

law, neither Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the projects worked on under this Agreement or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in any project.

Risk Allocation: In recognition of the relative risk, rewards and benefits of any project to both Client and Consultant, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$250,000 for a project. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents: All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

Confidentiality: The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.

Dispute Resolution: Any claims or disputes between Client and Consultant arising out of the services provided by Consultant or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to any other claim. Client and Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party. In the event of termination, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Change Order: A Change Order is authorized in a written order to Consultant by an Authorized Client's after the execution of the Agreement, authorizing a change in the Work, the time of performance, or an adjustment in the Consultant's prices. Any Consultant's pricing changes must be approved by Client. Change Orders will be documented via emails. Verbal Change Orders will be documented in written form prior to the initiation of the work connected with the change order.

Site Requirements: Consultant requests clearance to gain access to appropriate Client facilities for the purpose of this project, a secure Internet connection, and access to a printer and/or copier when onsite at Client office(s), standard work days/hours with breaks for meals as appropriate, a safe and easily accessible meeting area for onsite meetings, and any safety guidelines/rulebook or other requirements prior to the start of any onsite work.

Excusable Delay: Fires, floods, strikes, lockouts, epidemics, accidents, shortages or other causes beyond the reasonable control of Consultant which prevents Consultant from delivering or Client from receiving any of the goods and services covered by this Agreement shall suspend deliveries until the cause is removed, provided Consultant informs Client of the cause of the excusable delay and the estimated time of delay, in writing, and subject to Client's right of termination as stated herein. If Client does not elect to terminate, the goods or services will be promptly delivered when the cause is removed.

Compliance with Laws: Consultant shall comply with all federal, state, and local laws (including environmental laws), ordinances, and regulations relating in any way to Contractor's performance under this Agreement.

It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.

Initialed **RAS** Consultant _____ Client

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Keri Schreiner, Management Analyst

DATE: August 23, 2016

TITLE: Strategic Plan Update

BACKGROUND

The City Council adopted the City of River Falls' first strategic plan on December 9, 2014. It was developed by evaluating the state of the City by the City Council and executive team. The Strategic Plan is a useful guide for developing future work plans, the investment of resources, and the energy of leadership.

Throughout the last year, staff and departments began incorporating the goals and initiatives of the Plan into their daily operations, and using it as a framework to guide strategic activities. At the May 10, 2016, Council meeting, the first quarter update was provided.

DISCUSSION

Attached is a report for the second quarter of 2016 that details the City's progress toward achieving the goals of the Strategic Plan and adopted Work Plan. The Strategic Plan Scorecard highlights the strategic initiatives, key outcome indicators, and the status of the City of meeting the target. Following that is a detailed page for each initiative that goes into greater depth for the supporting activities and measures.

Updated Measures and Targets

As City staff work toward achieving the goals of the Council, some measures and targets continue to be refined to provide a greater value in the evaluation of our progress.

Maintaining Vibrant Business-type Activities (Pages 10-11): The City's business funds operate in different environments from each other and face different sets of challenges and opportunities. They are also managed differently, with the electric and water funds regulated by the Wisconsin Public Service Commission. In order to provide a more accurate picture of the fiscal health of these funds, the net take-down ("profit margin") target was lowered from its private sector level to one that more accurately reflects business activities in the public sector. The measure of cash-on-hand was also added to highlight the cash reserves in each fund. Lastly,

additional ratios were provided for the electric fund, with targets from the American Public Power Association, to provide context for important measures of an electric fund's health.

Maintaining High Resident Satisfaction in the City's Customer Service (Page 14): The target for survey respondents having contact with City employees in the last 12 months was removed because that measure more reflects whether the ratings for customer service can be compared across years.

Identifying Private Sector Commercial Land Development Partners (Page 15): After considering how assessed and equalized values are prepared and may fluctuate annually, staff understands that the goal of this initiative is really to capture the building construction activity occurring each year. The measure and target for this initiative were updated to more accurately gauge whether the City is on track for meeting its construction goals as forecast in the Fiscal Plan.

Encouraging Job Growth (page 16): Discussion among the Council regarding this topic's key outcome indicator, measure, and target provided the direction to staff to focus on the "encouraging" part of the initiative. Staff is developing a better prospect management system for tracking efforts at encouraging job growth, including the other complimentary initiatives the support a positive economic outlook.

Developing the Sterling Ponds Corporate Park (page 17): The target for this measure was more specifically identified in accordance the final Project Plan for Tax Increment District #10. The project plan contemplates \$22,000,000 of value added between 2015 and 2024, with \$2,000,000 of commercial/industrial value added in each year.

Cultivating a Sustainable Community (page 24): This was an area of improvement noted in the 3rd Quarter Update report in 2015. Staff has provided an alternative framework for showing the progress of the City towards the vision of a sustainable community. It highlights important facets of the City not incorporated elsewhere in the Strategic Plan.

Monitoring Infrastructure Condition (page 25):

On November 10, 2015 the City Council participated in a workshop on infrastructure condition that reviewed the different assets with ratings and how they were developed. Discussion centered on desired ratings for each of these areas in the context of the costs and implications for rating levels. This resulted in the established target included in the report.

CONCLUSION

City leadership and staff welcome any feedback you have on this report and our progress. We will continue to strive to achieve the goals of the City Council through the Strategic Plan and adopted Work Plan.



CITY OF RIVER FALLS, WI

Dan Toland, Mayor

STRATEGIC PLAN QUARTERLY UPDATE

Second Quarter 2016

Presented August 23, 2016

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CITY OF RIVER FALLS STRATEGIC PLAN

Throughout 2014, the City Council and executive team engaged in retreats, workshops, and individual conversations with the City Administrator to evaluate the state of the City and develop a strategic plan. The Strategic Plan adopted on December 9, 2014 was developed through that process and will be a guide for future work plans, investment of resources, and energy of leadership.

Adopted Goals & Strategic Initiatives:

- **Finance – Ensuring Financial Sustainability**
 - Preparing for Financial Contingencies
 - Maintaining Diverse Revenue Sources
 - Maintaining an Excellent Credit Rating
 - Maintaining Vibrant Business-type Activities
- **Operations – Consistently Delivering Quality Municipal Services**
 - Maintaining a High Performance Workforce
 - Maintaining High Resident Satisfaction of Life in River Falls
 - Maintaining High Resident Satisfaction in the City’s Customer Service
- **Managed Growth – Promoting Economic Vitality**
 - Identifying Private Sector Commercial Land Development Partners
 - Encouraging Job Growth
 - Developing the Sterling Ponds Corporate Park
 - Developing the Regional Business Incubator
 - Securing Future Growth Opportunities (Boundary Agreements)
- **Gathering Places & Spaces – Connecting Community Members**
 - Positioning our Parks for the Future
 - Enhancing the Kinnickinnic River Corridor
- **Sustainability – Considering Future Generations**
 - Cultivating a Sustainable Community
 - Leading by Example in Energy Sustainability
 - Monitoring Infrastructure Condition
 - Delivering an Affordable Package of Services

2015-2017 ADMINISTRATION'S MAJOR WORK PLAN

The 2015-2017 Administration's Major Work Plan was adopted by the City Council on July 28, 2015. The projects identified through the work plan process are aligned with the Strategic Plan and directly support the strategic initiatives adopted by the City Council.

Finance – Ensuring Financial Stability

- Review Fiscal Plan
- Create Business Plan for Electric Utility
- Create Business Plan for Water Utility

Operations – Consistently Delivering Quality Municipal Services

- Develop 2020 Organization Plan
- Conduct Citizen Survey & Evaluate Results
- Evaluate City Hall Front End Configuration Options

Managed Growth – Promote Economic Vitality

- Complete STH 35 North Commercial Sector Study
- Develop Study for Future Land Uses on South Main
- Consider TID for Undeveloped/Underdeveloped River Falls Industrial Park
- Marketing Plan for Sterling Ponds Corporate Park
- Develop Business Incubation Strategy with Partners
- Cooperative Boundary Agreement with Town of Kinnickinnic

Gathering Places & Spaces – Connecting Community Members

- Phasing & Implementation Plan for Glen Park Improvements
- Phasing & Implementation Plan for Hoffman Park Improvements
- Begin Development of Kinnickinnic River Corridor Plan

Sustainability – Considering Future Generations

- Develop and Implement Plan to Increase Participation in Green Energy Purchases
- Assist UWRF with Falcon Center and Rodli Hall Projects to Impact Sustainability Measures Included in New Facilities
- Complete Main Electric Substation Reconstruction Project
- Complete Wastewater Plant Improvements
- Evaluate Recreation Fees – Set Policy on Revenue Recovery/Affordability

STRATEGIC PLAN SCORECARD

Strategic Initiative	Key Outcome Indicator	2 nd Quarter Status
Finance – Ensuring Financial Sustainability		
Preparing for Financial Contingencies	Unassigned General Fund Reserves	51% as of June 30, 2016
Maintaining Diverse Revenue Sources	Support the General Fund with Revenues from Local Sources	89% of revenues from local sources
Maintaining an Excellent Credit Rating	General Obligation Bond Rating	Aa2 General Obligation Bond Rating
Maintaining Vibrant Business-type Activities	Performance Index of Financial Ratios for Enterprise Funds	Operating Ratio: 3 of 3 funds at target Net Take Down: 3 of 3 funds at target Debt Ratio: 4 of 5 funds at target Cash on Hand: 5 of 5 funds at target
Operations – Consistently Delivering Quality Municipal Services		
Maintaining a High Performance Workforce	Investments in Training and Development	Total training hours = 2,187.5; Annual target = 1,060.5.
Maintaining High Resident Satisfaction of Life in River Falls	Citizen Survey Composite Index of Resident Satisfaction	2015 Citizen Survey ratings for overall community quality and recommending the community met or exceeded targets and 2013 results.
Maintaining High Resident Satisfaction in the City's Customer Service	Citizen Survey Composite Index of Resident Satisfaction	2015 Citizen Survey ratings of customer service met the target.
Managed Growth – Promoting Economic Vitality		
Identifying Private Sector Commercial Land Development Partners	Value of Developed Commercial and Industrial Property	The total value for commercial/industrial permits in 2 nd quarter is \$11,672,493. The total value for residential permits for the 2 nd quarter is \$6,200,408.
Encouraging Job Growth	<i>KOI Being Developed</i>	There is over 50 acres of vacant land in the City's three business parks. In July, the Council approved two Developers Agreements for WinField Solutions.
Developing the Sterling Ponds Corporate Park	Taxable Property Value Added within the Park	In the 2 nd quarter of 2016 there was no sale of land for development in the Sterling Ponds Corporate Park. One site has been selected as the location for the future St. Croix Valley Business Incubator. In April, TW Vending, LLC signed a Developers Agreement with a minimum tax value of \$6,500,000.
Developing the Regional Business Incubator	Continuing Development of the Incubator	Bid Package No. 1 for the pre-engineered steel building portion of the project was awarded to Heartland Contractors for \$717,300.
Securing Future Growth Opportunities (Boundary Agreements)	Growth Areas included in Boundary Agreements	Discussions with representatives from the Town of Kinnickinnic are ongoing and a draft plan is under review.

Strategic Initiative	Key Outcome Indicator	2 nd Quarter Status
Gathering Places & Spaces – Connecting Community Members		
Positioning our Parks for the future	Glen and Hoffman Park Master Plans Complete with Funding Plan	Staff presented policy questions and recommendations to the Park Board and Plan Commission and Council in May. Staff is waiting on the approval of the CIP to move forward with a Request For proposal for the agreed upon Glen Park.
Enhancing the Kinnickinnic River Corridor	Plan of Action Approved on Developing Kinnickinnic River Corridor Plan	City Council has approved the agreement with SEH and staff is working out the detail in the agreement and plan to have it signed in August.
Sustainability – Considering Future Generations		
Leading by Example in Energy Sustainability	Maintaining State and National Rankings	1) Currently #1 in the State, #5 in the Nation, for Customer Participation in Green Power Purchases at 8.6% 2) Currently #10 in the Nation for Green Power Sales as a Percentage of Total Retail sales at 3.76% 3) Annual awards being maintained and rankings preserved.
Cultivating a Sustainable Community	Numerous Private and Public Efforts and Initiatives	18 projects in progress in new sustainability framework, by (2) Arts; (10) Energy Efficiency; Health, Transportation, and Safety; and (5) Education
Monitoring Infrastructure Condition	Infrastructure Composite Index Rating	The City’s overall infrastructure rating is a C. Individual ratings include: <ul style="list-style-type: none"> • Alleys = D rating • Bridges = A rating • Paved Trails = B rating • Public Parking Lots = C rating • Stormwater Inlets & Manholes = C rating • Streets = C rating • Street Lighting = C rating • Street Signs = D rating
Delivering an Affordable Package of Services	Maintaining Affordability for Residents	For 2015, the preliminary data show that for a median household, the percent of income on city services and recreation is 5.29%.

STRATEGIC PLAN IMPLEMENTATION

Finance – Ensuring Financial Sustainability

Strategic Initiative	Key Outcome Indicator	Measure	Target
Preparing for Financial Contingencies	Unassigned General Fund Reserves	Unassigned General Fund Reserves as a Percentage of Annual Operating Expenses	50% of General Fund per the Fiscal Plan
<p>Description</p> <p>The City has established a contingency expenditure appropriation in the General fund operating budget to provide for unanticipated expenditures of a non-recurring nature. This contingency amount will be equal to 1/2 percent of the General fund budgeted expenditures. This appropriation, if unused, will be considered part of the City’s unreserved, undesignated fund balance.</p> <p>In addition, the City will maintain a working capital reserve of 50 percent of the General fund operating budget to provide funds for reasonable cash flow needs. This reserve will also be used when the City encounters unforeseen emergencies, such as storms, floods, severe unexpected increases in service costs or decrease in revenue, or other situations that are determined to be an emergency by the City Council.</p> <p>Staff continuously monitors departmental activities and budgeted revenues for deviations from the anticipated budgeted amounts.</p>			
<p>Current Status</p> <p>General fund reserves at 51% of annual operating expenses as of June 30, 2016.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Review Fiscal Plan <ul style="list-style-type: none"> ○ The 2014-2019 Plan will be reviewed following the 2016 audit in preparation for developing and presenting the 2017-2021 Fiscal Plan to the Council. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Maintaining Diverse Revenue Sources	Support the General Fund with Revenues from Local Sources	Percent of Locally Controlled Revenues for Operating Expenses	70% from Locally Controlled Sources
<p>Description</p> <p>The 2016 budget for the General fund included approximately 29 percent of the City’s annual revenues from other sources, particularly the State of Wisconsin. This is a potential financial weakness that could disrupt operations should funding be reduced or eliminated. Staff will continue to review opportunities for revenue sources that can be controlled and maintained by the City.</p> <p>The majority of the City’s intergovernmental revenue for the General fund is from the State of Wisconsin. State Shared Revenue has been declining since its peak in 2002, with program cuts of approximately \$200,000 made in 2012. The fiscal plan includes a minor continuation of these reductions, with a one percent reduction in shared revenues each year. This reduction will decrease shared revenue from 25 to 18 percent of total revenues by 2020. Reducing the City’s reliance on external revenue sources will provide additional stability, should additional major reductions to Shared Revenues occur in future years.</p> <p>Transportation aids from the State of Wisconsin have been a steady revenue stream of approximately \$550,000 per year to fund street maintenance activities. No reductions in this funding are anticipated, but as revenues are tied directly to expenditures, road maintenance would be the sole activity affected negatively by an unanticipated reduction.</p> <p>Although not affecting the General fund, the River Falls Public Library receives funding under the Act 150 program, which requires counties to pay a minimum of 70 percent funding of operating costs for local libraries. St. Croix County has increased their contribution to 100 percent of operating costs, Pierce County contributes 70 percent, and the Hudson Area Library has discontinued its payments to River Falls.</p>			
<p>Current Status</p> <p>Preliminary Year-to-Date revenues for the General fund through the 2nd quarter totaled \$4,411,149, of which 89% <u>was from local sources</u>. The 11% from outside sources came mainly from the State of Wisconsin in transportation aid and services to state facilities. The 2016 budget estimated 71% from local sources.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • None Adopted <p>Other Supporting Activities:</p> <ul style="list-style-type: none"> • The City recently received its first franchise fee from Baldwin Telecom. Staff is exploring additional options to generate revenue locally through broadband services. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Maintaining an Excellent Credit Rating	General Obligation Bond Rating	General Obligation Bond Rating	Maintain Current Aa2 Rating
<p>Description</p> <p>The City of River Falls issues debt on an as-needed basis. Financing of capital equipment or projects with short term debt (5 years or less) is generally undertaken annually, and longer duration bonds (10 to 20 years) are usually brought forward every two to three years. The City has approximately \$21 million in outstanding general obligation debt, of which \$9 million is paid from non-tax revenues, such as tax increment revenues, sewer, water, and storm water fees. The City has approximately \$10 million in outstanding revenue debt.</p> <p>Repayment of general obligation debt is a promise from the municipality to the bond holders that the debt will be repaid by using the tax levy if necessary. The debt levy can become a significant percentage of the City’s annual tax levy, which hinders the ability to use levy dollars for operations. In order to maintain flexibility, annual tax supported debt service costs are maintained at less than 20 percent of the total levy.</p>			
<p>Current Status</p> <p>Moody’s Investor Service reaffirmed the City’s Aa2 rating in March, 2016.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • None Adopted <p>Other Supporting Activities:</p> <ul style="list-style-type: none"> • Staff reviewed the methodology for evaluating general obligation municipal bonds in anticipation of the recent debt offering. 			



Strategic Initiative	Key Outcome Indicator	Measure	Target
Maintaining Vibrant Business-type Activities	Performance Index of Financial Ratios for Enterprise Funds	Operating Ratio, Net Take-Down, and Debt Ratios for the five enterprise funds	Operating Ratio: < 75% Net Take-Down: > 20% Debt Ratio: < 35% Cash on Hand: > 150

Description

The City operates five business-type activities, including electric, water, wastewater, and storm water utilities, as well as the River Falls Ambulance Service. The funds are operated on a full accrual basis in compliance with generally accepted accounting principles, and the electric and water funds are reported annually to the Wisconsin Public Service Commission.

In order to monitor the financial health of these funds, standardized performance ratios have been adopted as indicators and include:

- Operating Ratio – This financial ratio measures the portion of revenue applied to operating expenses. A smaller ratio signifies the fund’s ability to generate profit if revenues decline.
- Net Take-Down (so-called “profit margin” in private sector) – This ratio measures how much of every dollar of sales is kept in earnings. The higher the cost to operate a business without the capability to increase revenues will lower this margin, as will unpredictable variable costs. *The target was modified from 40% to 20% to better reflect public sector business fund management.*
- Debt Ratio – This ratio measures how much of a company’s assets could be claimed by liabilities. Lower values of assets to liabilities are favorable.
- Cash on Hand – This ratio measures the number of days of unrestricted cash and investments are available to cover operating expenses (excluding depreciation).

Additional ratios are provided for the Electric fund to better show the fiscal state of the fund. These measures were taken from the American Public Power Association recommendations.

- Revenue per kWh – This is a calculation of electric sales revenue per kWh
- Purchased Power Cost per kWh – This ratio will track the ongoing cost of purchased power per kWh sold.

The performance ratios are a snapshot on the progress of the funds and do not provide an assessment of the whole fund. For example, significant capital expenses can impact the operating and take-down ratios, and there are additional revenue sources for each fund in addition to operating revenue.

Current Status

A change in the target for the net take down ratio was made for the 4th quarter 2015 report, with a separate target used for the regulated electric and water funds in order to properly monitor their performance. In addition, monitoring the balance of cash on hand for the proprietary funds will provide supplementary information on trends in financial condition.

The following chart on the following page displays the recommended ratios and targets for the 2nd quarter 2016:

	Water	Wastewater	Stormwater	Ambulance	Electric	Target
Operating Ratio	56%	48%	58%	N/A	N/A	< 75%
Net Take-Down	35%	49%	41%	N/A	N/A	> 20%
Debt Ratio	12%	35%	4%	2%	5%	< 35%
Cash on Hand	380	361	313	367	226	> 150
Revenue per kWh					\$0.11	> \$0.10
Purchased Power Cost per kWh					\$0.08	< \$0.10

Work Plan Activities:

- Create a Business Plan for Electric Utility
 - This will take place throughout 2016 in conjunction with a review of rates. The WPPI buyout of the capacity agreement for the power plant ends in 2015 and amortization of expenses related to the closing of the power plant end in 2016. Reviewing the rates and creating the business plan in 2016 will likely lead to a readjustment of rates for 2017.
- Create a Business Plan for Water Utility
 - This will be completed in 2017, the Wisconsin Public Service Commission recently approved revised water rates which will be incorporated into future revenue projections.

Operations – Consistently Delivering Quality Municipal Services

Strategic Initiative	Key Outcome Indicator	Measure	Target
Maintaining a High Performance Workforce	Investments in Training and Development	Training & Development Activities as a percentage of Total Hours	0.5% Annually (10.5 hours per year per full-time employee)
<p>Description</p> <p>In 2015, the City devoted significant resources towards training and development activities for employees. Dedicated programs for the year include the Leadership Development Program, Safety Compliance Training, and other technical trainings. Staff is continuing to evaluate how best to collect training data from departments for employee conferences. However, without that data, the City exceeded the goal for 2015.</p> <p>The Leadership Development Program was an intensive management training program facilitated by Lumin Advantage, based in Minnesota. 22 employees, along with participating staff from New Richmond and Prescott, were split into two cohorts and met once per month for ten months. The program was designed to enhance the management skills of those in leadership positions throughout the City. A shortened program began in late 2015 for newly hired supervisors.</p> <p>Training and Development activities are supported by an internal committee of staff and supervisors from representative departments. They organize training opportunities based on need and coordinate other trainings through the Municipal Electric Utilities of Wisconsin (MEUW) Safety Coordinator, Chippewa Valley Technical College (CVTC), and other City staff.</p>			
<p>Current Status</p> <p>The target for training and development activities as a percentage of total hours is 0.5% annually, or 10.5 hours per year per full-time employee. There are 101 full-time employees.</p> <ul style="list-style-type: none"> • Supervisory Leadership Training: • Security Awareness Training • Leadership River Falls • Leaders Forum • Challenging Conversations • Police Department Trainings (1,682.50 hours) <p>Total training hours for 2016 = 2,187.5; Annual target = 1,060.5</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Develop 2020 Organizational Plan <ul style="list-style-type: none"> ○ The City Administrator is continuing to work with the Executive Team on how best to meet the City’s future organizational needs. In 2015, there were retirements in key areas of the City, resulting in opportunities to realign some of Operations and Utilities. 2016 will focus on continued development of the Organizational Plan and efficient alignment of key service areas. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Maintaining High Resident Satisfaction of Life in River Falls	Citizen Survey Composite Index of Resident Satisfaction	Composite Index Scores for Overall Community Quality and Recommending the Community	85% positive for a rating of overall community quality 90% positive for how likely a survey respondent is to recommend living in River Falls.

Description

For every two years starting in 2013, the City has partnered with the National Research Center to conduct a comprehensive citizen survey. The National Citizen Survey has been used in jurisdictions all across the county since 2001 to assess residents' opinions of municipal services.

Overall quality of community life may be the single best indicator of success in providing the natural ambience, services and amenities that make for an attractive community. In 2013, the National Citizen Survey contained many questions related to quality of community life in the City of River Falls – not only direct questions about quality of life overall and in neighborhoods, but questions to measure residents’ commitment to the City of River Falls. Residents were asked if they would recommend the City of River Falls to someone who asked. This measure provides evidence that the City of River Falls offers services and amenities that work.

The 2015 City of River Falls Citizen Survey was conducted throughout the month of June. A representative sample of 1,400 households were randomly selected to participate in the process. For more information on the Citizen Survey, please see our website at <http://www.rfcity.org/citizensurvey>.

Current Status

	2013	2015	Target
Overall Community Quality	88% positive	90% positive	85% positive
Recommend living in River Falls to someone who asks	89% positive	94% positive	90% positive

Work Plan Activities:

- Conduct Citizen Survey & Evaluate Results
 - The 2015 Citizen Survey has been conducted and the results presented to Council on September 8, 2015. Staff continues to evaluate that information in consideration of opportunities to further improve city services and the city’s overall quality of life.

Strategic Initiative	Key Outcome Indicator	Measure	Target
Maintaining High Resident Satisfaction in the City's Customer Service	Citizen Survey Composite Index of Resident Satisfaction	Composite Index Scores for City Employee Knowledge, Responsiveness, Courteousness, and Overall Impression	85% positive for ratings of customer service by those respondents.
<p>Description</p> <p>For every two years starting in 2013, the City has partnered with the National Research Center to conduct a comprehensive citizen survey. The National Citizen Survey has been used in jurisdictions all across the county since 2001 to assess residents' opinions of municipal services.</p> <p>The employees of the City of River Falls who interact with the public create the first impression that most residents have of the City. Direct service staff that provide information, assist with bill paying, clean public places, fight fires and crime, and even give traffic tickets, is the collective face of the City of River Falls. As such, it is important to know about residents' experience talking with that "face." When employees appear to be knowledgeable, responsive and courteous, residents are more likely to feel that any needs or problems may be solved through positive and productive interactions with the City of River Falls staff. Ratings of customer service are comparable across years because, from 2013 to 2015, survey respondents consistently reported having contact with City employees in the last 12 months at 61% and 60%, respectively.</p> <p>The 2015 City of River Falls Citizen Survey was conducted throughout the month of June. A representative sample of 1,400 households was randomly selected to participate in the process. For more information on the Citizen Survey, please see our website at http://www.rfcity.org/citizensurvey.</p>			
Current Status			
Ratings of employee knowledge, responsiveness, courteousness, and overall impression	2013 88% positive	2015 85% positive	Target 85% positive
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Evaluate City Hall Front End Configuration Options <ul style="list-style-type: none"> ○ Discussions among key staff have begun. Planning and design is expected to begin in 2016. 			

Managed Growth – Promoting Economic Vitality

Strategic Initiative	Key Outcome Indicator	Measure	Target
Identifying Private Sector Commercial Land Development Partners	Value of Developed Commercial and Industrial Property	Total Commercial/Industrial and Residential Permit Values	Add \$3 Million/Year Commercial Permits Add \$6 Million/Year Residential Permits
<p>Description</p> <p>For the continued success and growth of the community, the City Council has prioritized identifying private sector commercial land development partners. This can be accomplished by actively engaging with the business community through the Chamber of Commerce, UW-River Falls business initiatives, and economic development organizations.</p> <p>The focus of this initiative was changed from measuring assessed or equalized values to the permit values for new construction and alterations, both for commercial/industrial and residential permits. Assessed values in Wisconsin are modified through an equalization formula, which includes a measure of net new construction. However, there is little that a City can do to impact those numbers from year to year.</p> <p>What truly matters to a community is the building construction activity that is occurring each year. The City can effectively work with partners to manage building construction by having building permit processes that are easy to navigate and not overly burdensome. The City of River Falls takes pride in being a business-friendly and welcoming community.</p> <p>The City’s fiscal plan estimates approximately 1-2% growth per year in property values, which is approximately \$8-9 million per year. In each building sector, this creates a target of adding \$3 million per year in commercial/industrial permits and \$6 million per year in residential permits.</p>			
<p>Current Status</p> <p>At the end of the 2nd quarter of 2016, commercial/industrial building permit values totaled \$2,921,286 for alterations and additions, and \$8,751,207 for new commercial/industrial building construction. The total value for commercial/industrial permits at the end of the 2nd quarter of 2016 was \$11,672,493. The two new commercial/industrial permits were TW Vending for \$5,000,000 and the RFMU treatment plant building for \$3,751,207.</p> <p>At the same time, residential building permit values totaled \$609,005 for alterations and additions, and \$5,591,403 for new residential building construction. The total value for residential permits at the end of the 2nd quarter of 2016 is \$6,200,408.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Complete STH 35 North Commercial Sector Plan – on hold, will resume later in 2016 <ul style="list-style-type: none"> ○ Staff is reviewing the existing conditions assessment of the area. • Develop Plan for Future Land Uses on South Main – ongoing <ul style="list-style-type: none"> ○ Staff has had two workshops with the Plan Commission in which they reviewed existing conditions and outlined planning sections along South Main Street. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Encouraging Job Growth	<i>In Development</i>	<i>In Development</i>	<i>In Development</i>
<p>Description</p> <p>Another strategic priority for the City of River Falls is to encourage growth in well-paying jobs for its citizens. This can be done by working with regional entrepreneurs, existing businesses, and the development community to ensure River Falls is an attractive place to live, work, and play. Adding new jobs above the median salary is a key driver to measure because that is the kind of economic growth that can move the community forward.</p> <p>The growth of well-paying jobs in the City of River Falls can often be seen through the development of vacant commercial/industrial park land. The City is currently home to three major business parks, as detailed on our website. They are the River Falls Industrial Park, Whitetail Ridge Industrial Park, and Sterling Ponds Corporate Park. Developing the vacant lots in these parks with stable or growing enterprises is one of the keys of generating new jobs above the median salary.</p> <p>Discussions with regional economic partners have highlighted the difficulty in obtaining such data. Possible solutions include greater communication and follow up with new enterprises or an annual or biennial survey of the River Falls business community. Recent Council consideration of this topic’s measure and target focused on the “encouraging” part of the initiative. Staff is working on a better prospect-management system for tracking efforts at encouraging job growth.</p>			
<p>Current Status</p> <p>River Falls Industrial Park: There is one privately-owned vacant lot in the legacy River Falls Industrial Park with approximately 7 acres of developable land available.</p> <p>Whitetail Ridge Corporate Park: There are three vacant lots in the Whitetail Ridge Corporate Park with a combined total of nearly 22.5 acres of developable land available. Purchase options for two of the lots have been secured by Stratasys (currently in the Park) and iMark Molding.</p> <p>Sterling Ponds Corporate Park: There are six lots available with a combined total of approximately 21.3 acres of developable land. One lot of 3.6 acres will be the site of the St. Croix Valley Business Incubator, which is aligned with another of the Council’s strategic initiatives.</p> <p>There is over 50 acres of vacant land in the City’s three business parks. While there were no sales of vacant land in the three business parks in 2015, the Council approved an option to purchase a vacant lot in the Whitetail Ridge Corporate Park with iMark Molding and approved a project plan for TID #11 in the legacy River Falls Industrial Park. There is interest from multiple business prospects for lots in each of the three business parks. In July, the Council approved two Developers Agreements for WinField Solutions.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Consider TID for Undeveloped/Underdeveloped River Falls Industrial Park Land <ul style="list-style-type: none"> ○ The resolution establishing the project plan and boundaries of Tax Increment District #11 in the River Falls Industrial Park were approved by Council at its October 27, 2015 meeting. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Developing the Sterling Ponds Corporate Park	Taxable Property Value Added within the Park	Assessed Values Added Each Year	Adding \$2 Million in Values Each Year
<p>Description</p> <p>Tax Increment District #10 was created in 2014 and includes the area containing the Sterling Ponds Corporate Park. Construction on the park began in fall 2014. Phase 1 includes excavating and grading the Park area and installing curb and gutter, paved trail, and water, sewer, and storm water infrastructure. Phase 1 is now complete, with approximately 39 acres of buildable lots available. Planning for Phase 2 construction is expected to begin in 2018. For more information, see http://www.rfcity.org/SPconstruction.</p> <p>The target for this measure was more specifically identified in accordance the final Project Plan for Tax Increment District #10. The project plan contemplates \$22,000,000 of value added between 2015 and 2024, with \$2,000,000 of commercial/industrial value added in each year.</p>			
<p>Current Status</p> <p>At the end of the 2nd quarter there was no sale of land for development in the Sterling Ponds Corporate Park. One site has been selected as the location for the future St. Croix Valley Business Incubator, another strategic initiative of the City Council that is expected to spur economic growth in the region. In April, TW Vending, LLC signed a Developers Agreement with a minimum tax value of \$6,500,000.</p> <p>There has been other significant interest in the Sterling Ponds Corporate Park and discussions are continuing with business leaders and developers in the region.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Develop a Marketing Plan for Sterling Ponds Corporate Park <ul style="list-style-type: none"> ○ Initial marketing materials have been developed for the inclusion of the Sterling Ponds Corporate Park in the Gold Shovel Ready Sites program by Momentum West, the economic development agency for the region. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Developing the Regional Business Incubator	Continuing Development of the Incubator	Submission of EDA Grant Application & Establishing Ownership and Operator groups	Open Incubator by 2017
<p>Description</p> <p>The St. Croix Valley Business Incubator (SCVBI) is a collaborative partnership among the University of Wisconsin-River Falls, City of River Falls, and the regional economic development community. Once established, the SCVBI will serve as a one-stop location for the coordinated delivery of business development services in the region.</p> <p>The City of River Falls, River Falls Economic Development Corporation, University of Wisconsin-River Falls, and Chippewa Valley Technical Collage are recipients of a grant from the U.S. Economic Development Administration for a 50% matching grant for the construction of economic development facilities like the St. Croix Valley Business Incubator. Assistance for the application was provided by the West Central Wisconsin Regional Planning Commission, as well as the administration of the grant.</p> <p>For more information on the partnership, see http://www.rfcity.org/incubator.</p>			
<p>Current Status</p> <p>The City of River Falls, River Falls Economic Development Corporation (RFEDC), University of Wisconsin-River Falls, and Chippewa Valley Technical College were awarded the Investments for Public Works and Economic Assistance grant by US EDA in September, 2015. The partners have continued to plan for the construction and creation of the St. Croix Valley Business Incubator in the Sterling Ponds Corporate Park. Earlier this year, the City Council adopted the Master Relationship Agreement for the facility among the partners and approved Ayres Associates for architectural/engineering services.</p> <p>Bid Package No. 1 for the pre-engineered steel building portion of the project was awarded to Heartland Contractors for a bid price of \$717,300.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Develop a Business Incubation Strategy with Partners <ul style="list-style-type: none"> ○ This is primarily occurring through the construction and creation of the St. Croix Valley Business Incubator in fall, 2016. The City will also continue to support partners in their economic development initiatives. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Securing Future Growth Opportunities (Boundary Agreements)	Growth Areas included in Boundary Agreements	Unencumbered Acres for Future Growth within Urban Growth Boundary Under Agreement	This number will result from the negotiation process.
<p>Description</p> <p>To facilitate the managed growth of the community and positive relationships with our neighbors, the City Council has prioritized securing future growth opportunities through boundary agreements. The City is bordered by the Towns of Troy, Kinnickinnic, and River Falls, with a nearby neighbor in the Town of Clifton.</p> <p>Wis. Stat. §66.0307 authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the Wisconsin Department of Administration in order to accomplish the coordinated, adjusted and harmonious development of territory covered by the Agreement. It is in the best interests of the Towns and City to establish a process by which certain land appropriate for urban development will over time be attached to the City.</p>			
<p>Current Status</p> <p>The Kinnickinnic Town has a new Planning Commission Chairman, Gordon Awsumb. Gordon requested a meeting with the City Cooperative Boundary members to address questions that came up at their June 20th Town Planning Commission meeting. The City members have been meeting with the Town Cooperative Boundary members in which they have a vacancy on their committee. The Mayor will be calling the Town Chair who is also a member of the (CBC) to agree to a meeting but to request that we do not meet till the vacancy is filled. The City members have one major change to the draft that the Town Board approved and that is in the language requiring a 40 year time period the use of “and” 70% of land in the Urban Reserve Area shall be attached for full City authority. The City is requesting to change the word of “and” to “or “and go with a 30 year period. We are planning to meet in a month on a final draft to present.</p> <p>The City currently has no boundary agreements with any of the four Towns.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Cooperative Boundary Agreement with the Town of Kinnickinnic <ul style="list-style-type: none"> ○ Discussions with representatives from the Town of Kinnickinnic are ongoing and a draft plan is under review. The parties have come to an understanding of the concerns to be addressed. 			

Gathering Places & Spaces – Connecting Community Members

Strategic Initiative	Key Outcome Indicator	Measure	Target
Positioning our Parks for the Future	Glen and Hoffman Park Master Plans Complete with Funding Plan	Percent Complete with Funding Plan	100% Funding Plan complete, 25% implemented by end of 2015-2017 Work Plan
<p>Description</p> <p>Glen and Hoffman Parks have experienced significant demands from various user groups as the City has grown. The City has determined that there is a need for specific master plans for these two Parks and the City Council has directed that a master plan be created to aid in future financial and activity type decisions that will be encountered. The Park Master Plans are to coordinate and guide future development for each of the parks for the next 20-25 years.</p> <p>In the late summer of 2014, the City of River Falls hired HKGi (Hoisington Koegler Group Inc.) to aid our community in creating Park Master Plans for Glen and Hoffman Parks. Following an extensive public engagement process that included a web-based park assessment survey and community open houses, plans were developed by HKGi in conjunction with City staff.</p> <p>The City Council adopted the final Glen and Hoffman Parks Master Plan documents at their June 9, 2015 meeting.</p>			
<p>Current Status</p> <p>Staff presented policy questions and recommendations to the Park Board and Plan Commission and to the City Council in a workshop. Staff is waiting for approval of the Capital Improvement Plan to move forward with a Request For Proposal for the agreed upon Glen Park Plan.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Determine implementation direction and funding. • Carryout in this year’s budgeting process 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Enhancing the Kinnickinnic River Corridor	Plan of Action Approved on Developing Kinnickinnic River Corridor Plan	Plan Approved	Plan approved by Council, FERC, and stakeholders by January 1, 2016
<p>Description</p> <p>The Kinnickinnic River is treasured by citizens and visitors from around the region. Great strides have been made over the past decades to improve the quality of the river and surrounding areas by public and private entities. There is still much that can be done to further enhance the corridor through recreational development, conservation and preservation strategies, complementary development, and historical preservation.</p> <p>At its January 13, 2015 meeting, the City Council adopted resolutions that directed staff to seek a license extension for the hydroelectric facilities, endorsed a planning strategy for the Kinnickinnic River corridor, and adopted additional financial controls for the continued financial sustainability of hydroelectric operations. The City submitted an application for license extension to the Federal Energy Regulatory Commission (FERC) on July 2, 2015. The City was notified that FERC staff denied that request on December 9, 2015. A request for rehearing by the Commission was submitted on January 8, 2016.</p> <p>The City Council and staff are still committed to the Kinnickinnic River Corridor Plan process, and staff is considering how to continue with both the Corridor Plan process and hydroelectric relicensing process. In the meantime, staff has worked with stakeholders to design and carry out a sediment study of the two impoundments and has conducted a baseline recreational use survey.</p>			
<p>Current Status</p> <p>The City Council approved the agreement with SEH for the Kinnickinnic River Corridor Plan. Staff is working out the detail in the agreement and plan to have it signed in August and began planning for the project kick-off meeting.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Begin Development of Kinnickinnic River Corridor Plan <ul style="list-style-type: none"> ○ A draft Request for Qualifications (RFP) for consultant assistance that will include community engagement, design, and technical expertise has been completed. Staff is currently reviewing the RFP for possible tasks that can be completed in-house versus by the consultant. 			

Sustainability – Considering Future Generations

Strategic Initiative	Key Outcome Indicator	Measure	Target
Leading by Example in Energy Sustainability	Maintaining State and National Rankings	1) National Renewable Energy Labs (NREL) Rankings: 2) US EPA 3) APPA Reliable Public Power (RP3)	1) #2 in the State for Customer Participation (NREL) 2) 10% Customer Participation Rate 3) Maintain EPA, RP3, and other awards

Description

The City has established a strong sustainability ethic and made a commitment to promote conservation, efficiency and renewable energy throughout the community. The City will continue to measure our progress versus that of our peers through state and national rankings.

River Falls Municipal Utilities became the first public power utility in the state to develop a community solar garden. The 810 panel solar field will make renewable energy available for customers who otherwise could install solar on site due to shading or other site restrictions. A property assessed clean energy (PACE) loan program was also developed to help make renewable energy accessible to even a broader audience.

Some recognitions are awarded by the representative organization to different cities or utilities each year and are not intended to be annual awards. In 2016 the River Falls Municipal Utilities received the Award for Continued Excellence (ACE) from American Public Power Association. A single, national, ACE award is given each year and recognizes a public power utility for its efforts in research, energy efficiency and renewable energy development. While the City may not earn such national awards every year, we will continually set the bar high in our sustainability efforts.

Current Status

National Renewable Energy Labs (NREL) Rankings (2015 rankings):

#5 for Customer Participation Rate (#1 in State), currently at 8.6%, almost a 3% increase from January 1, 2014

#10 for Green Power Sales at 3.76%

US EPA 2015 Ranking (#1 in State):

Member of the Green Power Partnership

#37, based on Green Power Usage

#30, based on Green Power as Percent of Total Electricity Use

APPA Reliable Public Power (RP3):

Platinum designation 4th straight year

Renewable Energy Blocks



Work Plan Activities:

- Develop and Implement Plan to Increase Participation in Green Energy Purchases

- Staff visited key accounts and prominent businesses to thank them for green power purchases.
- Marketing plans include using a display to show how much coal is burned for 300 kilowatt hours and providing incentives to participate such as:
 - 2 free LED bulbs
 - reduction in cost for a home energy assessment
- Meet with commercial and industrial customers to discuss how community solar can work for them
- Include shares of community solar in developers agreements when building in the tax increment financing district
- Offer crowdfunding programs for non-profits to buy community solar shares

Strategic Initiative	Key Outcome Indicator	Measure	Target
Cultivating a Sustainable Community	Numerous Community Partnerships and Initiatives	Number of Partnerships	Complete/Foster New Community Partnerships and Initiatives
<p>Description</p> <p>The strategic priority of cultivating sustainability requires a holistic approach that conserves the physical environment as well as promotes the arts, health, culture, and social connections that build a cohesive community. The public and private partnerships track the City’s efforts to build an inclusive, sustainable environment.</p>			
<p>Current Status</p> <ul style="list-style-type: none"> • <u>Arts</u> <ul style="list-style-type: none"> ○ Art in City Hall- ongoing ○ Utility Box Beautification - ongoing • <u>Energy Efficiency</u> <ul style="list-style-type: none"> ○ Lighting Projects: MN Rubber; Magma Flooring; Dick’s Fresh Market; Wastewater Treatment Facility; UW-River Falls; River Falls School District ○ Pollinator Habitat Restoration: Pollinator Protection Resolution, Rotary International, Second Street Gardeners, St. Croix Valley Bird Club, UW-River Falls research on pollinator planting mix under and around community solar garden, and Pollinator Pledge- ongoing ○ UWRF: Retro-commission Halls – ongoing ○ RFSD: Update exterior, pool, and auditorium lighting project – Summer 2016 ○ City Compost Site: City use compost bin project – in progress ○ City’s Prepay metering: planning stages ○ New Construction Design Assistance: TW Vending, WinField Solutions, UWRF Falcon Center, the WWTF, the Incubator Building, First National Bank of River Falls, and all new commercial and industrial construction in Sterling Ponds Corporate Park ○ City’s Green Teams: Continually evaluating efficiency and educational options for City operations- ongoing • <u>Health, Transportation, and Safety</u> <ul style="list-style-type: none"> ○ Blue Bike Program: a free community bike-share program – delivered on April 22, 2016. This is a two year pilot. • <u>Education</u> <ul style="list-style-type: none"> ○ RFSD: Community Education Classes - ongoing ○ Breaking the Cycle – Low income education workshops – ongoing ○ Landlord Connections – Quarterly workshops specific to landlord issues - ongoing ○ Energy Education in the elementary schools - ongoing ○ Leadership RF: Scholarship for income eligible resident - Fall 2016 			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Assist UWRF with Falcon Center and Rodli Hall projects to impact sustainability measures included in new facilities - Ongoing <p>Other Supporting Activities:</p> <ul style="list-style-type: none"> • New Construction Design Assistance program: assisting UWRF, River Falls School District, and City’s Wastewater Treatment Facility. Also working with Community Development to meet with customers and assist with economic development. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Monitoring Infrastructure Condition	Infrastructure Composite Index Rating	Infrastructure Composite Index Rating Score	Maintain a “C” overall rating
<p>Description</p> <p>The Engineering, Public Works, and Utility departments currently maintain rating systems for numerous public infrastructure assets. Further establishing these rating systems and mapping will help to streamline the planning for future projects. The goal is for the City to be able to determine problem areas and to forecast what infrastructure needs are most significant.</p>			
<p>Current Status</p> <p>Staff has compiled composite scores for the following:</p> <ul style="list-style-type: none"> • Alleys = D rating • Bridges = A rating • Paved Trails = B rating • Public Parking Lots = C rating • Stormwater Inlets & Manholes = C rating • Streets = C rating • Street Lighting = C rating • Street Signs = D rating <p>The overall rating for the City’s infrastructure is a C.</p> <p>A supplemental report on infrastructure condition that details how these scores are determined was presented at an infrastructure management workshop on November 10, 2015. Additional updates following the workshop were provided in the January 26, 2016 Administrator’s Report.</p>			
<p>Work Plan Activities:</p> <ul style="list-style-type: none"> • Complete Main Electric Substation Reconstruction Project <ul style="list-style-type: none"> ○ The City Council hired Dave Krause to complete the planning and design phases. Two key pieces of Electric equipment (Transformer and Switchgear) have been approved and ordered for the substation. Preliminary substation design has been completed with site plan layout still in review. Coordination with Excel Energy is continuing and plans for their equipment building are moving into final design. Final design of the RFMU building and site plan by March 15th. • Complete Wastewater Plan Improvements <ul style="list-style-type: none"> ○ Design is complete. Bids for the project due February 6th, with Utility Advisory Board and City Council review and approval in late February upon satisfactory bids. 			

Strategic Initiative	Key Outcome Indicator	Measure	Target
Developing an Affordable Package of Services	Maintaining Affordability for Residents	Average Property Tax, Utilities, and Recreation Costs as a Percentage of Median Household Income	Below 8% on Affordability Measure in Biennial Budget Book

Description

In 2014, the City conducted an initial affordability study that reviewed the past eight years of costs associated with City services, including property taxes, utilities, and recreation fees. Some sources indicate that an appropriate benchmark for the cost of utilities services is no more than six percent of gross household income. The City has set a target for the cost of all city services to not exceed 8% of the median household income of the community.

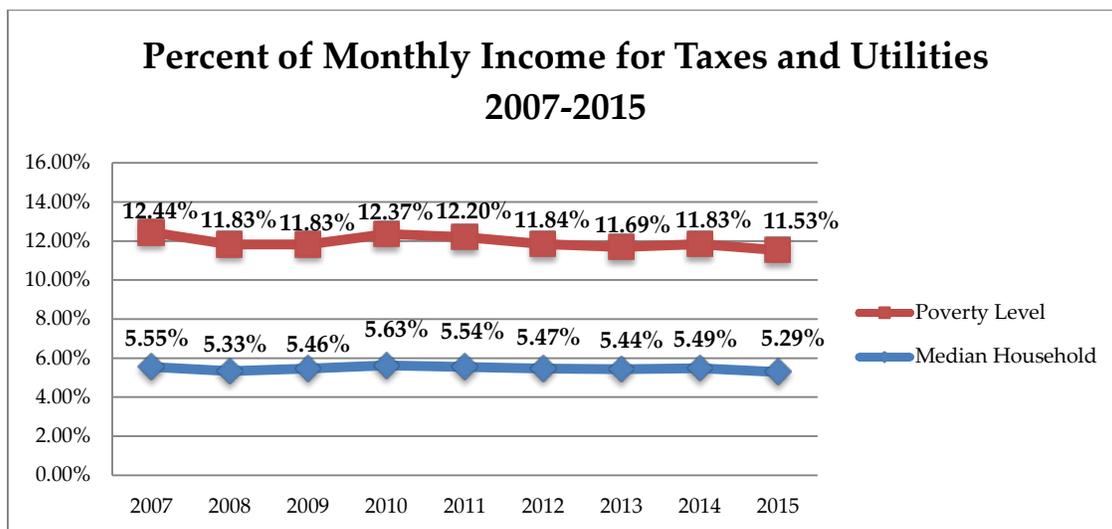
The affordability measure should be used to help inform future policy decisions. The full [affordability study](#) (pdf) is available on the City’s website at <http://www.rfcity.org/transparency>. It will be updated with final 2015 financials in Spring, 2016.

Current Status

The preliminary data for 2015 shows that the City continues to be an affordable place to live with regard to City taxes, utilities, and fees. The chart below shows that in 2015 for a median household in River Falls, 5.29% of income was spent on city services and recreation. For a household at the federal poverty level that owns a home, 11.53% of income is spent on city services and recreation.

Work Plan Activities:

- Evaluate Recreation Fees – Set a policy on Revenue Recovery/Affordability
 - Staff has completed an Excel spreadsheet with data from 2015. Staff is in the process of preparing a summary report that reviews the data for early spring for continued discussion on budgeting beyond 2016.





Administrator's Report

August 18, 2016

Council Member Meetings/Events of Note *(Items in Bold are Council Events)*

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

September 9-10 – Falcon Frontier Days at UWRF

September 10, 9 a.m.-5 p.m. – Art on the Kinni

September 13, 6:30 p.m. – City Council Meeting

September 17-18 – Bacon Bash

September 21, 8 a.m. – Coffee with a Cop at UWRF

September 23-25 – UWRF Homecoming/Family Weekend

September 26, 1 p.m. – Last Severe Weather Siren Test of the Season

September 27, 4:30 p.m. – City Council Training

September 27, 6-8 p.m. – Fire Department Open House

September 27, 6:30 p.m. – City Council Meeting

October 11, 5 p.m. – City Council Budget Workshop

October 11, 6:30 p.m. – City Council Meeting

Tuesday's Council Meeting Preview:

- Change of Agent for Mainstreeter Bar & Grill, LLC., dba Mainstreeter Bar & Grill
- Ordinance 2016-12 - Modifying Chapter 17.104 – Administration and Enforcement Section of the Municipal Code Regarding Administrative Relief of Specific Zoning Requirements (setbacks, building height, site coverage, open space, parking) – Second Reading and Disposition
- Resolution Requesting Exemption from County Library Tax
- Resolution Regarding Request for City Assistance for Art on the Kinni

- Resolution Approving Shared Saving Loan
- Resolution Accepting Public Improvements (Highview 4th Addition)
- Ordinance No. 2016-13 Amending Section 10.08.010a of the Official Traffic Control Map (Yield Sign On Kennedy Street At S. Sixth Street)-First Reading
- Ordinance No. 2016-14 Amending Section 10.08.010a of the Official Parking Control Map and Section 12.06.030 of the Residential Parking Permit System-First Reading
- Ordinance No. 2016-15 – Elections - Creating Section 1.08.050 – Creation of Municipal Board of Absentee Ballots Canvassers-First Reading
- Resolution Regarding Purchase of Ambulance Chassis
- Resolution Regarding Contract for Services-SCADA System Replacement

Upcoming Events

August 23, 4:30 p.m. – City Council Training

The first of four Council Leadership Training Sessions is this coming Tuesday, August 23 at 4:30 p.m. in the Training Room. A light supper will be served.

September 9-10 – Falcon Frontier Days at UWRF

Saddle up! UW-River Falls is holding its annual rodeo. Visit <https://www.uwrf.edu/ANFS/FalconFrontierDaysRodeo.cfm> for details.

September 10 – Art on the Kinni

This scenic art fair along the Kinnickinnic River runs 9 a.m.-5 p.m. The 21st annual Art on the Kinni will showcase unique, handcrafted items from 60 local and regional artists, day-long music on two stages, a wide variety of food vendors, and art activities tent. Details at www.riverfallscab.org.

September 17-18 – Bacon Bash

Come celebrate all things bacon at the Bacon Bash - the nation's largest free bacon festival! This outdoor festival features a plethora of bacon-inspired food booths, cook-offs and pig-themed activities for the entire family, along with live music, an arts and crafts fair, local microbrews, and more! The Bacon Bash returns as a Super Qualifier for the World Food Championships, the largest and richest food competition in the world of Food Sport - competitors and judges wanted! New this year - the Great American Cookout will join the Bacon Bash and bring its food sampling and demo tour. To learn more, visit www.riverfallsbaconbash.com.

September 21 – Coffee with a Cop

The River Falls Police Department, in coordination with local businesses, invites residents to attend “Coffee with a Cop.” This is an opportunity for citizens to have a chance to ask questions, voice concerns and get to know the officers of the Police Department. Upcoming dates include: September 21, 8 a.m., at UW-River Falls and November 2, 8 a.m. at the South Fork Café. Please view the calendar on the City’s website (www.rfcity.org) or contact the Police Department at 715-425-0909 for future dates and locations. Please stop in for a cup of coffee and some pleasant and informative discussion.

September 23-25 – UWRF Homecoming/Family Weekend

It’s Homecoming/Family Weekend at UW-River Falls! Visit <https://www.uwrf.edu/StudentInvolvement/EventsandPrograms/Homecoming.cfm> for details.

September 27, 6-8 p.m. – Fire Department Open House

Join us for the Fire Department’s Open House on September 27, 6-8 p.m. at the Fire Hall, 115 N. Second Street. In addition to our fire trucks, there will be many fun activities and information on fire prevention. Refreshments will be served.

This year’s Fire Prevention Week campaign, “Don’t Wait – Check the Date! Replace Smoke Alarms Every 10 Years,” represents the final year of our three-year effort to educate the public about basic but essential elements of smoke alarm safety. Why focus on smoke alarms three years in a row? Because survey data shows that the public has many misconceptions about smoke alarms, which may put them at increased risk in the event of a home fire. For example, only a small percentage of people know how old their smoke alarms are or how often they need to be replaced.

As a result of those and related findings, we’re addressing smoke alarm replacement this year with a focus on the key messages: replace your smoke alarm every 10 years and know how old your smoke alarms are.

City Highlights

Thanks to Lu and Bridget for their many hours working to register voters for the August 9 Partisan Primary Election, getting the vote out, training election inspectors, and managing the election process. Fifty-nine volunteers helped out on Election Day. Some inspectors worked all 16 hours that day; many worked 7 to 7.5 hours. 1,266 votes were cast and 252 absentee ballots were received. Of those, 60 were new voters. Once again, the City’s turnout (15 percent) was higher than the state average (13 percent).

The Fire Department has 46 active members with an average length of service of 14 years, 10 months. The department reports that, over the past three years, 13 firefighters have been lost through attrition. As a result, Chief Nelson and his team have begun recruitment activities for volunteer firefighters. There will be an informational meeting after the department’s annual Open House on September 26. Please mention this to people you know who may be interested

in joining the department. The application process is expected to be completed in 2016 with appointments made in January 2017.

The Wisconsin Historical Society has awarded a historic preservation grant of \$4,000 to the City to prepare a National Register Nomination for the Glen Park Suspension Footbridge, more commonly referred to as the Swinging Bridge. The bridge is a rare resource type in the state; there are only two other known examples in Wisconsin of similar pedestrian suspension bridges. An historic preservation consultant will be selected by mid-summer and the nomination will be completed by summer 2017.

Turnkey/3 Square Market, First National Bank of River Falls, Winfield Solutions (2 Projects), Allina Health Clinic, and Residential Subdivision expansion are still on track and progressing well.

Employee/Hiring News

This week, the City welcomed three new employees: Mike Stifter, Operations Director; Cole Zrostlik, Event Coordinator (Library); and Dan Mariette, part-time IT Technical Assistant.



Mike Stifter

Originally from Silver Lake, Minnesota, Mike came to River Falls in 1999 after student life career stints at Moorhead State University, North Dakota State University, Colorado State University, the University of Kansas. He spent 23 years in higher education, most recently as executive director of Facilities Planning and Management at UW-River Falls. In his new position with the City, Mike will oversee the Public Works, Facilities, and Engineering departments.

Mike received his bachelor's degree from Moorhead State University and his master's degree from Colorado State University.

Mike is married and has daughters. Mike is active in the River Falls Lions Club and the School Board, as well as other church and community activities.

Dan Mariette

Dan is a Prescott native and recent UW-River Falls graduate with a degree in Digital Film and Television. During his time at UWRF, he helped produce the short documentary *The Dam Decision*, which was screened at the River Falls Theater. In addition, he produced multiple short videos for non-profits in and around River Falls.

Dan has always been a computer person. He worked with the Prescott School District to install all of the computers in the Prescott Middle School when it was refurbished, and he often helps friends and family fix and troubleshoot their personal computers.

City of River Falls Monthly Status Report

Department Name: Engineering

Reporting Period: 8/18/2016

Department Projects and Status

Name of Project	Completed	In Progress	Delayed	Updates
North Interceptor Sewer Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Met with WisDNR on 8/3 to review stream status and condition south of St. Croix Street Outfall. Met with TKDA on 8/16 to discuss routing options for interceptor. Meeting date for recommending options to UAB delayed to 10/17.
Veterans Park Pedestrian Bridge	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Waiting on final report from May's inspection.
S Main Crosswalk Study	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Initial draft report indicates a marked crosswalk may be warranted on S. Main near the intersection with Broadway. Report is waiting to be finalized due to staff departure.
Chapman Drive	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Curb installation was completed on 8/11-8/12. Backfilling and grading of boulevard areas underway. Shaping and 1 st lift of paving expected by 8/29. Road to be reopened to through traffic by Labor Day.
Kinnickinnic River Pathway, University Falls to Family Fresh	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tree clearing began 8/15. Trail scheduled for completion by 9/15.
2016 Sanitary Sewer Lining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cleaning and measuring of sewer lines to be lined is complete. Liners are being fabricated and will be installed in September. Locations are scattered throughout the City.
Total Maximum Daily Loads (TMDL's)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues modeling for phosphorous loading from our stormwater system.
2015 Manhole and Structure Rehabilitation Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hydro-Klean has completed their work. Staff will be arranging for restoration of road surfaces separately.
Parking Control Map Updates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff assisted with parking control changes proposed for Gotenhuis Addition and Inlow parking lot.
Walnut/Main Signal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cleared faulted loop detector that

				was causing Main Street green light cycle to be too short.
Cascade Flashers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replaced one relay that was causing one of two alternate blinking lights to not light at Third Street.
First National Bank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monitoring activity and awaiting future work in Locust and Main Streets.
Lake George Trail (Heritage Park to Division Street)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff met with SEH on August 4 to review progress on design.
Allina Health Campus Planning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff received site plans for review
Highview 4th	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public water and sewer improvements are complete and were reviewed by Utility staff. Formal acceptance by City Council upcoming through Utility Director.
Kinnickinnic River Watershed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to participate in an effort led by KRLT to document past accomplishments for protecting water quality in the Kinnickinnic River and identify future strategies and goals. Met with City Administrator to brief him on the project.
Erosion Control Inspections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continued routine erosion control inspections.
Sterling Ponds Corporate Park Phase 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer and water installation work on Bid Package B began the week of 8/15. All work to be substantially complete by 9/16.
Stratasys Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff met with St. Croix County staff to determine if any funding is available to stabilize the gully. County looking to contact other owners and leasers in drainage area above gully erosion problem and pursuing possible funding sources.
TW Vending	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to coordinate with developer and monitor site.
Civil Engineer Recruitment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Staff interviewed 2 candidates for the open Civil Engineer Position. An offer was not extended to either. Filling of position will wait until Operations Director position is filled.
Mann Valley Corporate Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff completed site plan review for Winfield field operations building.
Traffic Control Changes at Kennedy and Sixth Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff prepared traffic control map ordinance change adding a Yield sign at Kennedy St. at Sixth St. Currently, the intersection of Sixth and Kennedy is an uncontrolled intersection due to Sixth Street being a short dead end serving 4

				homes but will now serve Falcon Center for certain events.
Kinni Corridor Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff furnished information to consultants who have been retained for our river corridor plan.
Greenridge Homeowners Association	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Staff met with Greenridge Homeowners Association to review driveway/garage apron settlements in their complex.
STH 35/65/Division Street Jug Handle	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continued coordination with WisDOT consultant for this project slated for 2020-2021.
Shoreline Zoning Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering staff met with Planning staff to review application of the City's shoreline zoning provisions.
Sidewalk Infill Planning Efforts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering staff has been asked to prioritize potential sidewalk infill locations. This effort will identify all potential sidewalk infill projects and assign one or more suggested prioritization categories to each potential project. Determination on whether or not to proceed with any prioritization level will be by the City Council.

City Administrator Comings and Goings

- Staff 1 on 1s
- Economic Development Meetings
- Staff 1:1s
- Management Team Meeting
- Council 1:1s
- Meeting with UWRF Cabinet

MEMORANDUM

TO: Council Members

FROM: Dan Toland, Mayor

DATE: August 23, 2016

TITLE: Mayor's Appointments to Boards and Commissions

RECOMMENDED ACTION

Consideration of appointment:

BUSINESS IMPROVEMENT DISTRICT BOARD

Appointment of Shari Frisbie to fill vacancy through December 2017

June 15, 2016

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

Dear Mayor Toland:

Terry McKay visited with me about being on the River Falls Business Improvement District's board of directors. I gladly submit my name as a potential appointee for the available board position. As a building owner in the downtown BID District, I appreciate all the BID board does to keep River Falls a healthy and vibrant community.

If you have any questions, please call me at 612.770.5781 or email me at frisbieshari@gmail.com.

Thank you for your consideration.

Sincerely,



Shari Frisbie, Managing Member
River Center Group, LLC
215 N. 2nd Street, #204
River Falls, WI 54022