



**City of
RIVER FALLS**
COMMON COUNCIL AGENDA
September 27, 2016

Call Meeting to Order – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – September 13, 2016, Meeting Minutes [Page 2](#)

Approval of Bills (Gagne) §

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

CONSENT AGENDA:

1. Acknowledgement of Committee Minutes
 - a. Library Board – 8/1/2016; 9/6/2016 [Page 5](#)
 - b. Park and Recreation Advisory Board – 8/17/2016 [Page 7](#)
 - c. BID Board – 6/14/2016 [Page 8](#)
2. Resolution to Approve Weights and Measures Schedule [Page 9](#)
3. Resolution Regarding Support from Pierce County for Increase in Library Funding [Page 13](#)
4. Resolution Endorsing the Kinnickinnic Watershed Strategic Action Plan [Page 16](#)
5. Resolution Approving Sale of SnoGo Snowblower [Page 114](#)
6. Resolution in Support of a Change in the State of Wisconsin’s Transportation Funding Model [Page 117](#)

ORDINANCES AND RESOLUTIONS:

7. Resolutions Regarding Shared Saving Loan [Page 120](#)
 - a. Resolution Approving Shared Savings Agreement and Promissory Note with WPPI Energy [Page 124](#)
 - b. Resolution Approving Shared Savings Agreement with River Falls Industrial Center, LLC. [Page 125](#)

REPORTS:

8. POWERful Choices! Presentation [Page 165](#)
9. Administrator’s Report [Page 178](#)
10. Comptroller’s Report

ANNOUNCEMENTS:

11. Mayor’s Appointments [Page 182](#)
12. School Board Week Proclamation [Page 184](#)
13. Community Planning Month Proclamation [Page 185](#)
14. River Falls Housing Authority Month Proclamation [Page 186](#)

CLOSED SESSION:

15. *Recess into Closed Session per Wisconsin State Statutes § 19.85(1) (g) for the following purposes:*
“conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, to wit: 1300 South Main Street.”

RECONVENE INTO OPEN SESSION:

16. Take action on Closed Session Items if necessary

ADJOURNMENT Publish: River Falls Journal 9/22/16; Posted 9/22/2016



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

September 13, 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; Amy Peterson, Assistant Community Development Director; Kevin Westhuis, Utility Director; Reid Wronski, City Engineer; Lu Ann Hecht, City Clerk; Scott Nelson, Fire Chief

Others:

The Pledge of Allegiance was said.

APPROVAL OF MINUTES:

August 23, 2016, Regular Meeting Minutes

MSC Cronk/Odeen to approve minutes. Unanimous.

APPROVAL OF BILLS:

Bills - \$2,223,820.14

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

There were no public comments.

Change of Agent for Mainstreeter Bar & Grill, LLC. dba Mainstreeter Bar & Grill

MS Morrissette/Odeen moved to approve change of agent. Alderperson Morrissette asked Agent Tiffany Joy if she understood her role as an agent; if she understood that if she wasn't present at the time of any alcohol violations, she was still responsible; and if she had taken the responsible server's course. Joy asked yes to all the questions. **With no other questions, the Mayor asked for a vote. The motion passed unanimously.**

PUBLIC HEARING:

Ordinance No. 2016-13 Amending Section 10.08.010a of the Official Traffic Control Map (Yield Sign on Kennedy Street at S. Sixth Street) – Second Reading and Disposition

The Mayor recessed into a Public Hearing at 6:31 p.m. With no public comments, the Mayor closed the public hearing at 6:32 and moved back into Open Session. MSC Gagne/Morrissette move to approve ordinance. Unanimous.

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-Second Reading and Disposition

The Mayor recessed into a Public Hearing at 6:32 p.m. With no public comments, the Mayor closed the public hearing at 6:33 p.m. and moved back into Open Session. MSC Cronk/Morrissette move to approve ordinance. Unanimous.

Ordinance No. 2016-15 – Elections - Creating Section 1.08.050 – Creation of Municipal Board of Absentee Ballots Canvassers-Second Reading and Disposition

The Mayor recessed into a Public Hearing at 6:33 p.m. With no public comments, the Mayor closed the public hearing at 6:33 and moved back into Open Session.

MS Watson/Cronk move to approve ordinance. Alderperson Morrissette asked what the status was on election workers. Clerk Hecht said the City could use more workers for the upcoming election. The Mayor asked interested citizens to get ahold of Clerk Hecht if they are interested in serving.

With no other comments or questions, the Council voted unanimously to approve the ordinance.

CONSENT AGENDA:

Resolution No. 6075 - Approving Fire Department and EMS Mutual Aid Agreements

MS Morrissette/Odeen move to approve the resolution. Alderperson Gagne noted an email sent to Council by EMS Director Rixmann regarding a cardiac arrest. Gagne commended the emergency service departments for working well together to make sure residents are taken care of.

ORDINANCES AND RESOLUTIONS:

Preliminary Resolution No. 6076 Declaring Intent to Exercise Special Assessment Police Powers under Section 66.0703 Wisconsin Statutes for the Benefit of the River Falls Business Improvement District

City Administrator Simpson noted that this resolution also sets the annual report and public hearing date for October 11. Alderperson Watson asked about the wording "police powers". Simpson said it was correct usage and means the Council can attach a tax or force an action. The wording is intended to get attention that it is a significant act by Council.

With no other comments, MSC Morrissette/Bjork move to approve the resolution. Unanimous.

Resolution No 6077 - Regarding Purchase of Electric Department Bucket Truck

MS Morrissette/Odeen move to approve resolution. Alderperson Gagne asked for a brief explanation on why a new truck is being purchased. Utility Director Westhuis explained that the truck is old with a rusted bed and brake issues and needs to be replaced. Alderperson Morrissette clarified that it is paid from the utility fund. Alderperson Bjerstedt asked about the life expectancy of the truck. **With no other questions, the Council unanimously approved the resolution.**

REPORTS:

Fire Department Report

Fire Chief Nelson gave a report on the Fire Department. He focused on the volunteers and talked about the many volunteers, the staff structure/positions. Nelson talked about the primary functions of the Fire Department including emergency response, code compliance and public education. He talked about two big challenges for the department which are training and staffing. Nelson talked about recruiting for volunteers and the amount of training needed. He talked about retention. Nelson invited everyone to the Open House on September 26. Nelson stood for questions. Alderperson Watson asked how old a person needed to be in order to serve. Nelson said 18.

Strategic Plan Updates

Management Analyst Keri Schreiner provided a second quarter update on the Strategic Plan. She reviewed the status of the five goals. When complete, Schreiner stood for questions. Alderperson Bjork asked about the biggest challenge. Schreiner didn't think there were any challenges. The timing was different for each and some were taking longer than others. Alderperson Morrissette thought training hours could be increased. He also wanted to include some type of reporting for water. Schreiner said the staff wanted to include water and would look into that. Bjork asked if there was ever too much training. Schreiner said no and some of the training was mandatory police or emergency services training. City Administrator Simpson explained how the targets was determined and explained the productive hours and said continued training is needed to keep the status quo.

Simpson felt the Town of Kinnickinnic Boundary Agreement was the biggest challenge. Mayor Toland clarified the water request was about infrastructure and not water quality. Staff affirmed the water quality was good.

Administrator's Report

City Administrator Simpson talked upcoming events. Alderperson Morrissette asked for an update on the Tap grant. Simpson talked about two grants the City was applying for. A second storm shelter grant was approved. It would be done in conjunction with other projects.

Alderperson Gagne asked for more information about the prescription drug disposal program. Chief Young provided an update on the program which is done through the Police Department.

MSC Cronk/Morrissette to adjourn the meeting at 7:04 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan,
Deputy City Clerk

River Falls Library Board Minutes
Monday, August 1, 2016

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

Call to Order: President Judie 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.

Approval of Agenda: Breen moved and Johnson seconded. Motion carried.

Approval of Minutes from June 6, 2016: Johnson moved and Ferguson seconded. Motion carried.

Approval of Bills: Ferguson moved and Johnson seconded. Motion carried.

No current business.

New Business:

1) A motion was made to amend the Wifi Hotspot policy. Changes include: loan periods of 7 days, overdue fines of \$5 per day, customers must be over 18 years of age and have a library card for 30 days. Hotspots may be reserved using the MORE system and others will be available on a first come, first served basis. There is a limit of 1 Hot Spot per household and members of the same household are asked to wait one week between Wifi Hot Spot checkouts. Ritzinger moved to accept the changes, Breen seconded. Motion carried.

2) The preliminary budget for 2017-2018 was reviewed.

Date for the next meeting - September 6, at 6:15

Meeting was adjourned.

Respectfully Submitted



Jean Ritzinger (Secretary)

**RIVER FALLS LIBRARY BOARD MINUTES
TUESDAY, SEPTEMBER 6, 2016**

Present: Judie Cafilisch, George (Bud) Ayres, Janet Johnson, Joyce Breen, Dave Cronk
Ruth Kuss, Purnendu Vasavada and Nancy Miller(director).

Absent: Jean Ritzinger and Rebecca Ferguson.

Others present: Christopher Gagne

Call to Order: President Judie Cafilisch called the meeting to order at 6:25.

Quorum: A quorum was established.

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

Approval of Minutes from August 1, 2016: Cronk moved and Breen seconded.
Motion carried.

Approval of Bills for August 2016: Cronk moved to pay the bills for August in the
amount of \$23,743.01 Kuss seconded. Motion carried.

Director's Report: The Pierce County Finance committee recommended a 75%
reimbursement to libraries. This would be a 5% increase. This recommendation
will be passed along to the full county board.

Children's room shelving: No motion at this time for the children's room shelving.
Alternate funding will be explored.

Current Business: The 2017-2018 library budget cut was discussed.

Date for next meeting: October 3 at 6:30.

Meeting was adjourned.

Respectfully submitted,



Janet Johnson
(acting secretary)



222 Lewis Street
River Falls, WI 54022

Phone 715.425.0900
Fax 715.425.0915

MINUTES

PARK AND RECREATION ADVISORY BOARD

Wednesday, August 17, 2016

Meet City Hall at 5:15pm - Summer Park Tour

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

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

Members Absent: Hal Watson (council rep).

Staff Present: Cindi Danke - *Recreation Manager*

Others Present: Ben Fochs, local citizen.

APPROVAL OF AGENDA/MINUTES

MSC Nordgren/LaRue to approve the minutes of the June 21, 2016 Park and Recreation Advisory Board. Motion passed 6-0.

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Park Board toured Foster Cemetery and Knollwood Park and looked at park area, condition of trails, signs and discussed history of Foster Conservancy, native plants and property lines.

ADJOURNMENT

MSC Gaulke/Reese to adjourn. Meeting adjourned at 6:30pm.

Respectfully submitted,

Brenda Rundle, Recreation Assistant

MINUTES

June 14, 2016 at 8:30 a.m.

Foster Conference Room - City Hall
222 Lewis Street River Falls, WI 54022

CALL TO ORDER– Joleen Larson called the meeting to order at 8:37 a.m.

Members present: Joleen Larson, Mike Pepin , Chris Blasius, Amy Halvorson; Mike Miller and Terry McKay joined the meeting in progress.

Members Absent: Lori Moran, Kerri Olson.

Others present: Casey with Bo’s N Mine, Amy Peterson, Assistant Community Development Director

Meeting Minutes

The May meeting minutes were reviewed. Motion Halvorson, second Miller to approve; motion carried.

Financial update

The only change to the financials was a placeholder added in the amount of \$5000 for the Bo’s N Mine grant application. Motion by Blasius, second by Miller to approve the financials; unanimous.

Grant requests

Casey with Bo’s N Mine provided an overview of their project. Questions included whether the project components will be permanently located, and whether they planned to install planter boxes or landscaping. Casey stated that they were planning on planters and yes, everything installed will be permanent. Motion by, Miller, second by Halvorson to approve the \$4,778.20 grant for cement work, fence and fireplace; unanimous.

Other Business

2. Board vacancy – Board members discussed the vacant position and Blasius suggested that it be filled with a downtown building owner. A number of Board members will be contacting owners to gauge interest. If interested the prospective member will need to submit a letter of interest to the Mayor.
3. Connect Communities – Chair Larson provided background to the Connect Communities program and the group discussed the requirements and benefits and had a number of questions. Peterson will find the answers and provide the information to the Board prior to the next meeting for discussion.
4. Business Updates – Blasius informed the group of 22 and Company that will be opening in July near the Habitat Restore. There is a small business looking to start up, but they need a commercial kitchen.
5. Other Updates – McKay has not heard back from the mural artist; Larson is working on a draft of the postcard; Peterson will include a short snippet on the BID Board in the Fall City Newsletter.

Next Meeting

Next meeting is July 12, 2016 at 8:30 a.m. in the Foster Room, City Hall.

ADJOURNMENT

Motion Halvorson, second Miller to adjourn, motion carried at 9:43 a.m.

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Lu Ann Hecht, City Clerk

DATE: September 27, 2016

TITLE: Weights and Measures Assessment Schedule

RECOMMENDED ACTION

Approve, deny, or modify the attached Resolution Approving Weights and Measures Assessment Schedule.

BACKGROUND

Any Municipality having a population of more than 5,000 shall enforce the provisions of State Statute Chapter 98 - Weights and Measures. "Weights and Measures " as defined by state statute are weights and measures of every kind, instruments and devices for weighing and measuring, and any appliances and accessories used with any or all such instruments and devices, except meters for the measurement of electricity, gas, or water when the same are operated in a public utility system. The majority of the testing is completed at the grocery stores, gas stations and convenience stores.

DISCUSSION

To enforce these standards a municipality shall establish a municipal department of weights and measures, which would include qualified sealers or inspectors and the equipment to perform the testing and measuring required to ensure compliance with Chapter 98 of WI State Statutes. The City has chosen to contract with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection, to inspect weight and measure devices within the City. Types of measuring devices tested include liquid measuring (gas nozzles) and counter scales. Point of sale systems include measuring devices for liquids, solids, or time.

City Ordinance 5.24.070 (J)(1) is in keeping with State Statute 98.04 (2) which states the municipality may recover an amount not to exceed the cost of these fees by assessing fees on the persons who receive services under the weight and measures program. The City is charged \$4,000 for this annual service. The total cost of the inspection process is assessed to the tested properties using the amount of time spent at each location.

The City issued 20 Weights and Measures licenses for the 2015-2016 licensing year at a fee of \$25 each. These businesses are required to have a license even though they may not be inspected every year. The attached list shows the businesses that were tested during the time period of July 1, 2015, and June 30, 2016, and the assessment based on the hours the contractor spent testing devices at each location.

CONCLUSION

Approve, deny, or modify the attached Resolution Approving Weights and Measures Assessment Schedule.



RESOLUTION NO.

**RESOLUTION APPROVING WEIGHTS AND
MEASURES ASSESSMENT SCHEDULE**

WHEREAS, the City has contracted with the WI Department of Agriculture, Trade and Consumer Protection; and

WHEREAS, City Ordinance 5.24.070 (J)(1) stipulates that the Council shall on an annual basis, assess the costs of enforcement against those licensees whose activities required such enforcement during the proceeding year; and

WHEREAS, the City Clerk has prepared an assessment schedule.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the attached assessment schedule for the time period of July 1, 2015-June 30, 2016.

Dated this 27th day of September 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

WEIGHTS AND MEASURES ASSESSMENT SCHEDULE				
CHARGE OUT DATE RANGE 7/1/15 TO 6/30/16				
Name & Location	Date	Hours	% of total	Total Assessment
BP Amoco - N Main St	4/26/16	5.00	10.00%	400.00
BP Amoco - Paulson Rd	4/26/16	4.00	8.00%	320.00
Dick's Fresh Market	3-17 & 3-16-16	6.00	12.00%	480.00
Dollar General	3-16, 4-14/16	2.50	5.00%	200.00
Family Fresh	3/16/16	4.00	8.00%	320.00
Hometown Liquor	3-17 & 5/18/16	3.00	6.00%	240.00
Kwik Trip #301 (South Main)	5-18 & 6-29-16	8.50	17.00%	680.00
Kwik Trip #453 (North Main)	6/29/16	0.50	1.00%	40.00
RF Ace Hardware	3-17, 5-17 & 5-24/16	5.50	11.00%	440.00
Sears	3-15 & 5-3/16	2.00	4.00%	160.00
Shopko	3/16/16	2.00	4.00%	160.00
Swede's Service	4/26/16	2.50	5.00%	200.00
Walgreens	3/15/16	2.00	4.00%	160.00
Whole Earth Grocery	3/15/16	2.50	5.00%	200.00
Total hours and charges		50.00	100.00%	\$ 4,000.00

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Nancy Miller, Library Director

DATE: September 27, 2016

TITLE: **Resolution Requesting Pierce County Increase Wisconsin Act 150 Reimbursement Rate to 75 Percent for Municipal Libraries in Pierce County**

RECOMMENDED ACTION

Adopt the resolution requesting Pierce County increase Wisconsin Act 150 Reimbursement Rate from 70 to 75 Percent for Municipal Libraries in Pierce County.

BACKGROUND

In 1997, the State of Wisconsin passed Act 150 which established a formula for reimbursement for municipal libraries. When Act 150 was first introduced, Pierce County reimbursed libraries at 75 percent of cost. Since that time, it has been reduced to 70 percent, even though the County Library and Books-By-Mail are no longer in operation.

Library patrons currently receive 100 percent services with programming, materials, internet access, downloadable materials and more, with the majority of costs funded by a property tax levy of \$830,000 on properties within the City limits.

We are requesting that Pierce County return the funding to 75 percent. St. Croix County is the only county paying the River Falls Library at 100 percent, although some counties reimburse their own libraries at 100 percent. The reimbursement should be equitable for all uses of the library system. The amount collected does not affect other taxes collected for those communities already served by a library, and the funding is outside of the county's levy cap.

At its July 2016 meeting, the St. Croix County Board approved funding at 100 percent. Dunn County also funds its libraries at 100 percent reimbursement.

FINANCIAL CONSIDERATIONS

The Pierce County payment received in 2016 was \$144,332 based on 70 percent of actual costs. Reimbursements at 75 percent for next year would provide an additional \$11,751 in funding. The following are the current amounts reimbursed by each county:

County	Reimbursement Rate	2016 Amount
Barron County	70%	\$281
Dunn County	70%	\$729
Pepin County	70%	\$174
Pierce County	70%	\$144,332
Polk County	70%	\$4554
St. Croix County	100%	\$161,517

CONCLUSION

It is recommended that the City Council pass the resolution requesting 75 percent reimbursement from Pierce County for our library services



RESOLUTION NO.

A RESOLUTION REQUESTING PIERCE COUNTY INCREASES ITS FUNDING REIMBURSEMENT RATE OF THE 1997 WISCONSIN ACT 150 TO 75 PERCENT FOR MUNICIPAL LIBRARIES IN PIERCE COUNTY

WHEREAS, the River Falls City Council acknowledges Pierce County Municipal Libraries are an asset to all Pierce County Residents; and

WHEREAS, the Pierce County Board of Supervisors has eliminated the Pierce County Library and Municipal Libraries have experienced increased use of services due to the elimination of the County Library; and

WHEREAS, increased 1997 Wisconsin ACT 150 Funding to Municipal Libraries will ensure adequate Library services to Pierce County's residents; and

WHEREAS, the River Falls Public Library is an asset for the whole county and region; and

WHEREAS, the River Falls City Council supports increased 1997 Wisconsin ACT 150 funding for Pierce County Municipal Libraries; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby supports and encourages the Pierce County Board of Supervisors to introduce and pass a resolution supporting an increase in 1997 Wisconsin ACT 150 funding for Pierce County Municipal Libraries from a 70 percent reimbursement rate to a 75 percent reimbursement rate.

Dated this 27th day of September, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Crystal M. Raleigh, PE - Sr. Civil Engineer

DATE: September 27, 2016

TITLE: **Kinnickinnic River Watershed Strategic Action Plan**

RECOMMENDED ACTION

Adopt the resolution endorsing the Kinnickinnic River Watershed Strategic Action Plan, the strategic actions that are to be sponsored by the City of River Falls, and the continuation of the City's involvement into the future.

BACKGROUND

From 1999-2010, the Kinnickinnic River Priority Watershed Project supported staffing and installation of best management practices to meet watershed goals within the Kinni River watershed. Funding dollars were utilized by Pierce and St. Croix County land conservation offices, and the City of River Falls. Early in 2016, the Kinnickinnic River Land Trust led an effort to summarize the accomplishments of the Priority Watershed Project in a Community Report and to develop a Strategic Action Plan for the future of the watershed. These documents are attached.

Representatives from several organizations met throughout 2016 to develop the strategic action plan for the watershed as a whole. (This is a separate effort from the Kinni River Corridor Plan which deals with just a small stretch of the river.) The strategic planning project partners include:

- City of River Falls
- Kinnickinnic River Land Trust
- National Park Service, Rivers and Trails Conservation Assistance Program
- Pierce County
- St. Croix County
- St. Croix River Association
- Trout Unlimited
- UW Extension
- UW River Falls
- Wisconsin DNR – Water, Fisheries, and Wildlife

Project partners initially established a list of specific goals and objectives for the watershed. They were then asked to identify strategic actions that meet those goals and objectives. Representatives from Engineering and Community Development cooperated to identify two strategic actions that fit well within the watershed goals and objectives.

Action: TMDL Phosphorus Modeling

Goal Addressed: Protect and improve Kinnickinnic River water quality.

Description and Time Frame: City staff will utilize WinSLAMM modeling software to develop a model of the total suspended solids (TSS) and phosphorus generated by the City. Storm water management ponds and other best practices will then be modeled to determine how much phosphorus they remove prior to the runoff entering the river. This task has been started and is scheduled to be complete by the end of 2016. This work is also a required action of the City's MS4 permit.

Action: Kinnickinnic River Corridor Plan

Goal Addressed: Encourage and engage citizens to be active river and watershed stewards.

Description and Time Frame: Complete a planning process for the Kinnickinnic River Corridor within the City of River Falls. Project phases include public engagement and recommendation on dam removal, science and engineering, and design. A consultant has been retained by the City to lead the process and the proposed time frame for the project spans 2-3 years.

Because the Strategic Action Plan is a living document, collaborators also discussed the continuation of the partnership into the future. The University of Wisconsin - River Falls Kinni Consortium stepped up to coordinate this partnership into 2017 and beyond.

DISCUSSION

In order to finalize the Strategic Action Plan, support from each of the project partners is imperative. We are asking for your endorsement of the following items:

- The Kinnickinnic River Watershed Strategic Action Plan dated June 2016 as developed by the Kinnickinnic River Land Trust with input and participation by our organization and other watershed partners, including the vision, goals, objectives and strategic actions.

- The specific strategic actions listed for our agency as sponsor or cooperator.
 - TMDL Phosphorus Modeling
 - Kinnickinnic River Corridor Plan

- The establishment and continuation of a Kinnickinnic River Watershed Partnership of agencies and organizations actively involved in watershed management activities in the Kinnickinnic River watershed.

- The coordination of the Kinnickinnic River Watershed Partnership by the University of Wisconsin-River Falls Kinni Consortium.

CONCLUSION

Attached is a resolution endorsing the Kinnickinnic River Watershed Strategic Action Plan, the strategic actions that are to be sponsored by the City of River Falls, and the continuation of the City's involvement into the future.



RESOLUTION NO.

RESOLUTION ENDORSING THE KINNICKINNIC WATERSHED STRATEGIC ACTION PLAN

WHEREAS, the City of River Falls participated in the development of resource goals for the Kinnickinnic River Watershed; and

WHEREAS, the City of River Falls identified two strategic actions to be implemented to benefit said goals: and

WHEREAS, the City of River Falls participates with other agencies and organizations in watershed management activities in the Kinnickinnic River watershed; and

WHEREAS, the City of River Falls identified the coordination of the Kinnickinnic River Watershed Partnership by the University of Wisconsin-River Falls Kinni Consortium: and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby endorses the Kinnickinnic River Watershed Strategic Action Plan dated June 2016.

Dated this 27th day of September, 2016.

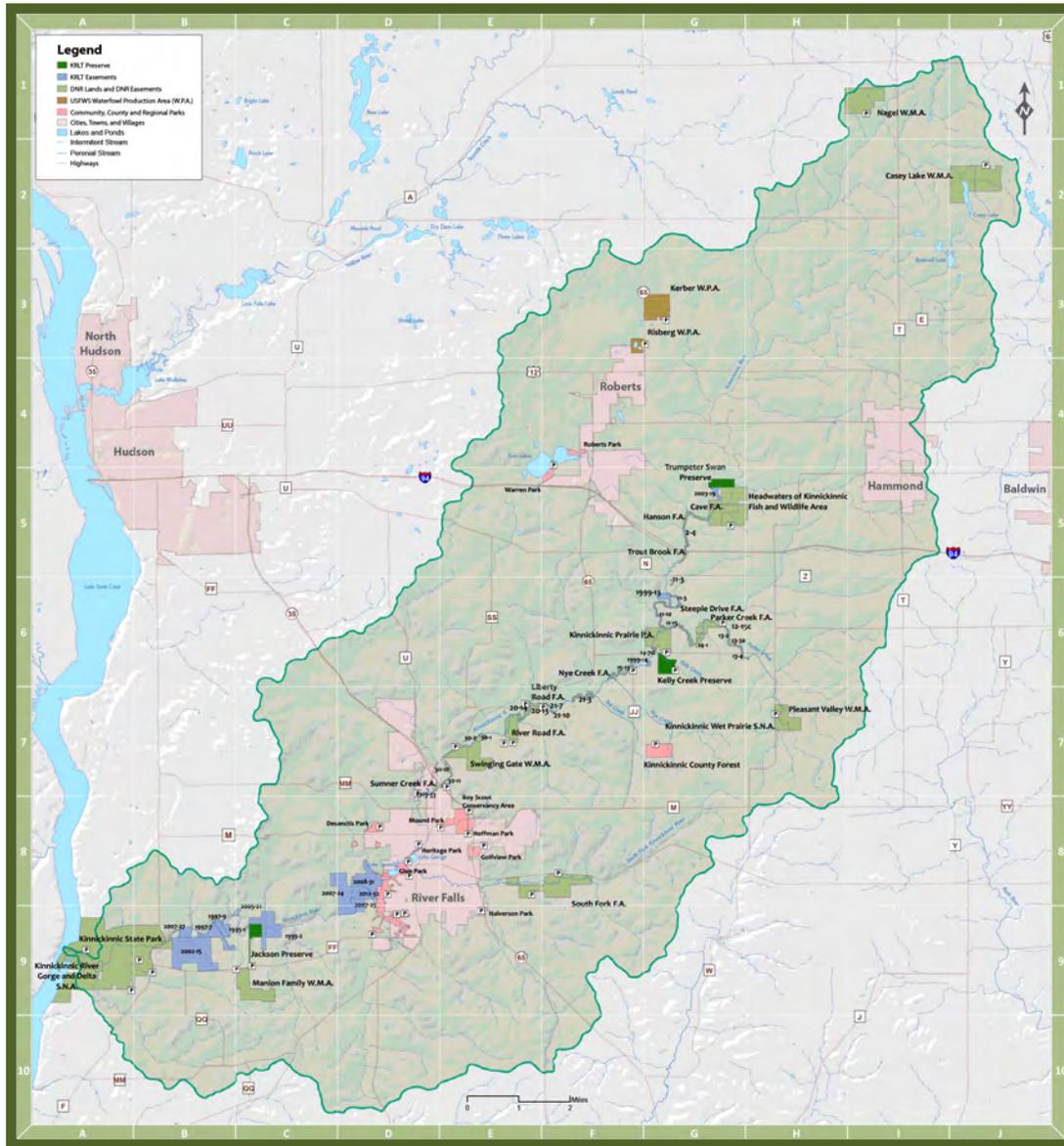
Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

KINNICKINNIC RIVER WATERSHED PROJECT 1999-2010

Community Report



St. Croix County
Pierce County
City of River Falls

Project Managed by:
The Kinnickinnic River Land Trust

With Funds from:
**Wisconsin Department of Natural Resources
The McKnight Foundation**

Report Prepared by:
Harmony Environmental

June 2016



ROBERT CHAMBERS



DAN WILKENING

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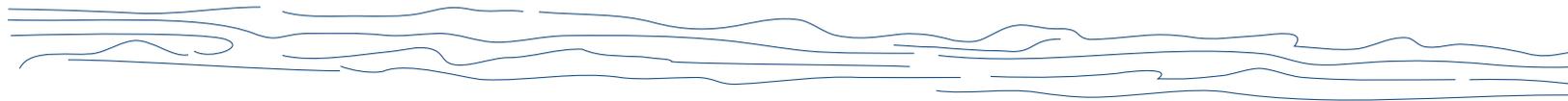
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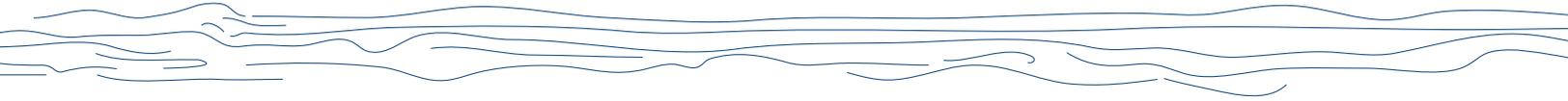
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Photos provided by Kinnickinnic River Land Trust unless otherwise noted.



RAY ZEMKE



INTRODUCTION

This *Kinnickinnic River Priority Watershed Project Community Report* documents and communicates priority watershed project results. The watershed project ran from 1999 through 2010. The project supported staffing and installation of best management practices to meet watershed goals in the rural areas of Pierce and St. Croix County. A few practices were also installed with watershed funding within the city of River Falls.

In addition to priority watershed activities, cities and villages developed plans and ordinances which protect the river. Extensive progress in stormwater management and resulting protection of the Kinnickinnic River was accomplished by the City of River Falls prior to and during the time the priority watershed project was being implemented. These activities are also summarized here in the community report.

Since the time of the watershed project, a Total Maximum Daily Load Report and Implementation Plan were developed for Lake St. Croix, an impaired waterbody. The Kinnickinnic River watershed is a part of the larger Lake St. Croix watershed. A phosphorus reduction goal for the St. Croix Basin is 20 percent by 2020. The TMDL Implementation Plan also sets individual phosphorus reduction goals for the Kinnickinnic River watershed to be implemented by St. Croix and Pierce counties, the City of River Falls, and UW-River Falls. The baseline for these reduction goals is the mid-1990s, so progress for the TMDL will be reported from the beginning of the watershed project through the present.

This community report will provide input for the development of the new Kinnickinnic River Strategic Action Plan. During the action plan planning process, a multi-stakeholder partnership will identify shared conservation and watershed management goals and develop a strategic action plan to achieve those goals. Goals will focus on reducing nutrient and sediment loading from both agricultural and urban sources and/or implementing land and water conservation in the Kinnickinnic River and its watershed.

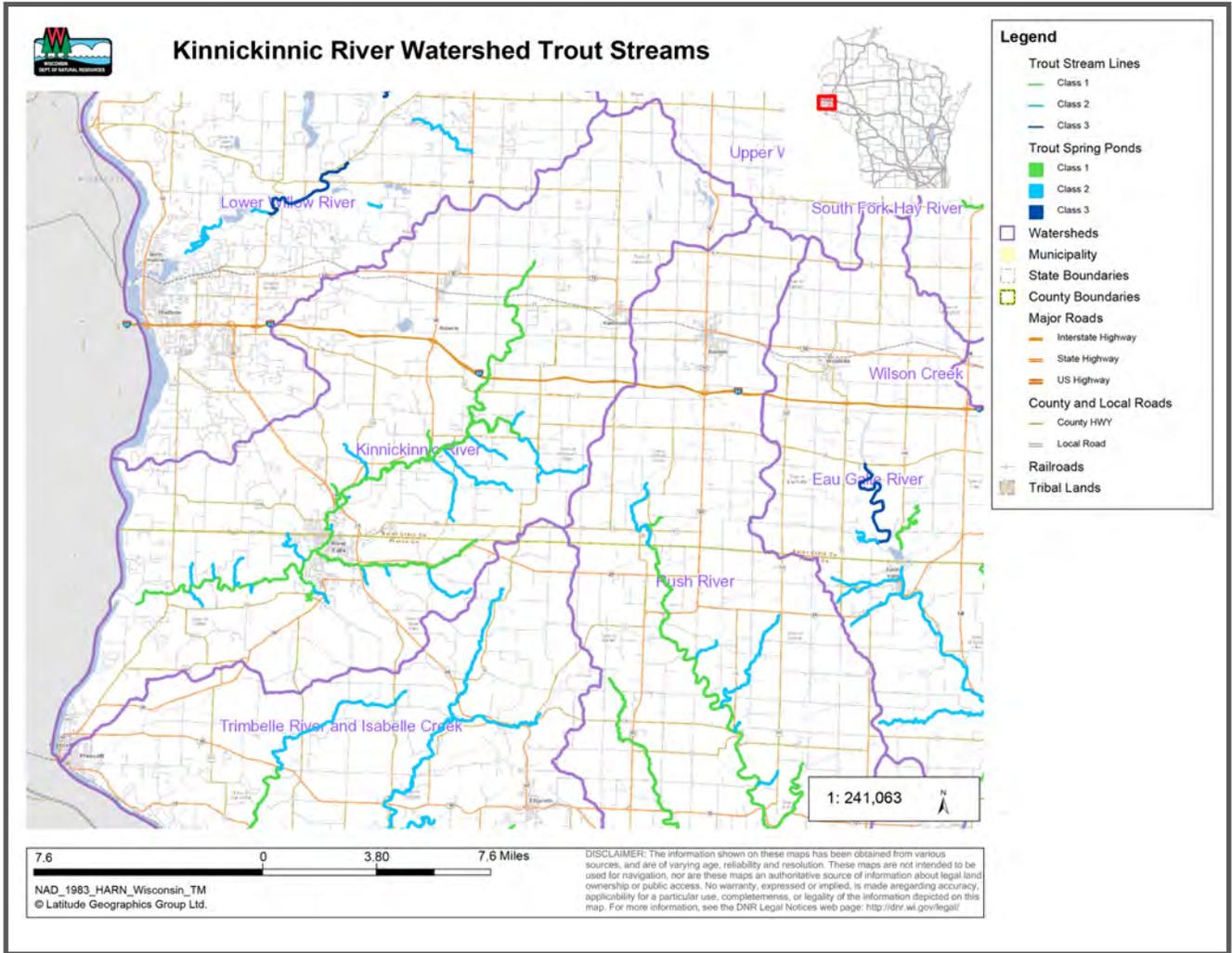
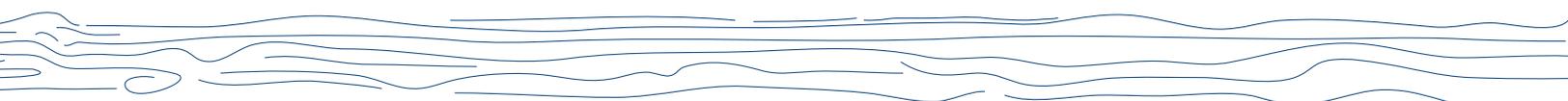


Figure 1. Kinnickinnic River Watershed Map with Trout Stream Segments.



KINNICKINNIC RIVER AND ITS WATERSHED

The River

The Kinnickinnic River is a high quality, cold Class I trout fishery which originates in agricultural lands in St. Croix County, flows through City of River Falls, and eventually drains through Pierce County to the St. Croix River. Figure 1 shows trout stream classifications for the river and its tributaries. In rural areas of the City of River Falls watershed, the river is impacted by agricultural runoff, flashy stream flow, and sedimentation. As the stream flows through River Falls, it is also thermally impacted by urban stormwater runoff and two shallow impoundments (known locally as Lake George and Lake Louise). The Kinnickinnic River, except the reach within the City of River Falls, has been designated as an “Outstanding Resource Water” by the State of Wisconsin.

The Watershed

The 174 square mile Kinnickinnic River watershed is located in St. Croix and Pierce counties. The watershed is within the St. Croix River Basin. Within St. Croix County, the watershed spans portions of the towns of Hammond, Warren, Kinnickinnic, Troy, Baldwin, Erin Prairie, Emerald, and Hudson. Watershed towns in Pierce County include River Falls and Clifton. Incorporated areas in the watershed include the cities of Prescott and River Falls and the villages of Hammond and Roberts.

The Watershed in the mid-1990s

Gently rolling agricultural land comprised most (78 percent) of the watershed when the watershed inventory was completed in the mid-1990s. Dairy farming and cash cropping were the primary enterprises, with an average farm size of 205 acres. Woodlands, wetlands and natural areas covered 17 percent of the watershed, and urban land uses covered 5 percent of the watershed. About 25,300 people lived in the watershed, with approximately 70 percent in cities and villages. Towns, villages, and cities had a growth rate from 1980 to 1990 of about 20 percent. Continued rapid expansion of the watershed population was anticipated.

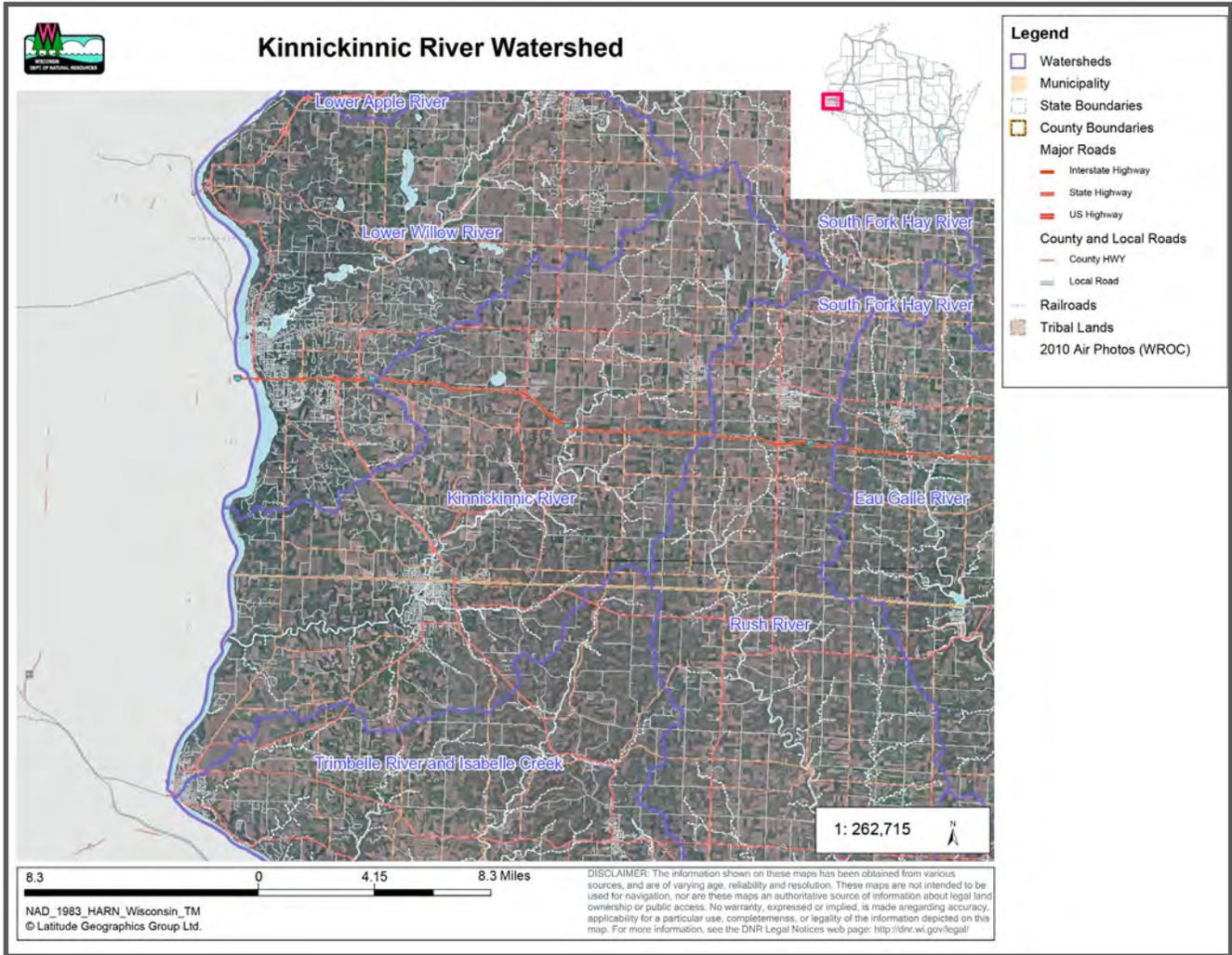


Figure 2. Kinnickinnic River Watershed Map with 2010 Aerial Photo

The Watershed Today

A watershed assessment completed for the Lake St. Croix Total Maximum Daily Load assessment used land cover information from the same time period as the priority watershed appraisal, so updated land cover data is not available.

Population

Population growth continued as expected with rates of 25 percent from 1990 to 2000 and 26 percent from 2000 to 2010.¹ Growth rates nearly came to a halt, however, from 2010 to 2015 when there was only an estimated 1 percent increase.

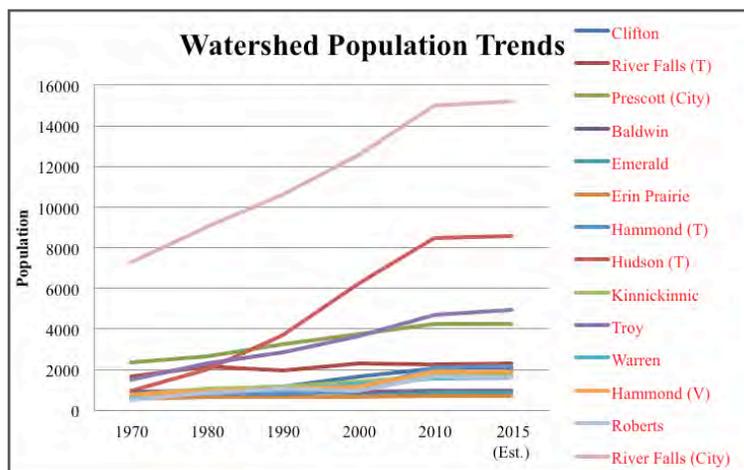


Figure 3. Watershed Population Trends



1 Demographic Services Center. Wisconsin Department of Administration. Time Series of the Final Official Population Estimates and Census Counts for Wisconsin Minor Civil Divisions. <http://doa.wi.gov/Divisions/Intergovernmental-Relations/Demographic-Services-Center/Wisconsin-Population-Housing-Estimates/>

Soil Erosion

Erosion from crop fields was identified in the watershed inventory as the major source of sediment to the river: An estimated 73,000 acres of cropland delivered 16,800 tons per year of soil to lakes, wetlands and streams in the watershed. An additional 1,650 tons per year are delivered from farmsteads, pastures and woodlots. Uplands were the source of 85 percent of the sediment delivered to surface waters.

Since the time of the watershed inventory, land in crop fields has remained about the same, but the crops planted have changed. While crop field information isn't available by watershed, it is collected in USDA Census of Agriculture studies by county every five years.² Data from the census of agriculture shows that farm numbers in St. Croix and Pierce counties have decreased while land in crops has increased slightly following declines from 1997-2002. Trends are toward increasing acres planted to row crops such as corn and soybeans and decreasing acres planted to hay and silage. Land in row crops tends to have higher erosion rates than land planted to hay and other grasses planted for grain because of reduced soil cover.

There have also been significant declines in acres in the Conservation Reserve Program in St. Croix and Pierce counties beginning around 2007. The Conservation Reserve Program requires conservation cover for contract terms of 10-15 years. By reducing water runoff and sedimentation, CRP protects groundwater and helps improve the condition of lakes, rivers, ponds, and streams.³

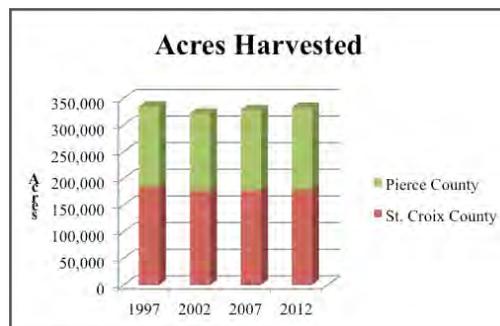


Figure 4. Acres Harvested in Pierce and St. Croix Counties

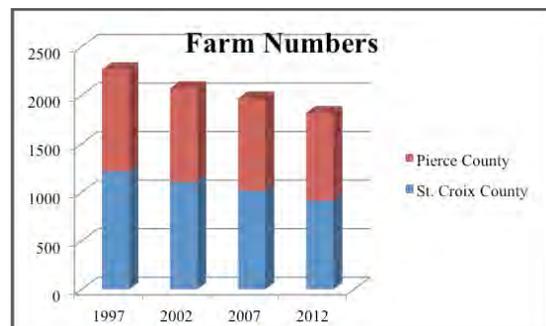


Figure 5. Number of Farms Harvesting Crops in Pierce and St. Croix Counties

² <https://www.agcensus.usda.gov>

³ http://www.fsa.usda.gov/Internet/FSA_File/crpfactsheet0213.pdf

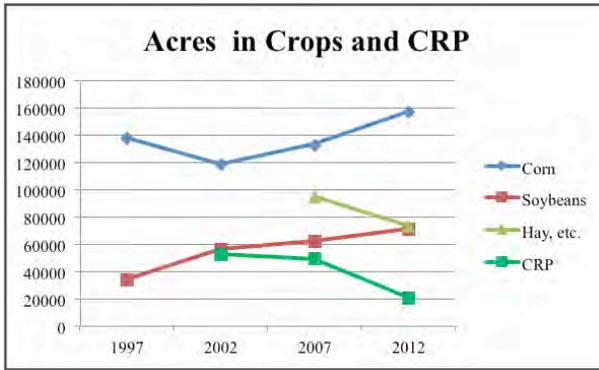


Figure 6. Acres of Corn, Soybeans, and Hay Harvested and CRP Acres in St. Croix and Pierce Counties (hay reported differently in 1997 and 2002)

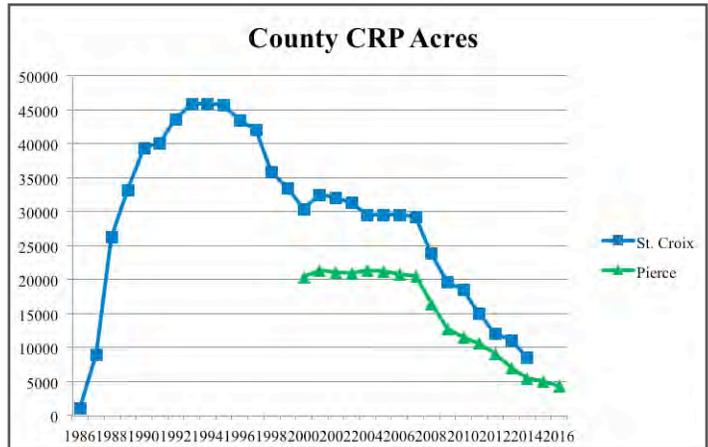


Figure 7. Conservation Reserve Program Acres in St. Croix and Pierce Counties by Year

Cropland Erosion Rates in the Watershed

Wisconsin counties conduct a transect survey of cropland cover and practices according to standard methods each year. This inventory, begun in 1999, provides information about erosion rates from cropland and assists in targeting areas for conservation practices. Average soil erosion rates for the Kinnickinnic River watershed in both St. Croix and Pierce counties are presented by county in Figure 8.

This figure illustrates that average soil loss within the watershed has generally decreased even while acres of cropland in row crops have increased and acres of cropland in hay have decreased. This is potentially because of increases in crop residues left on row-cropped fields with minimum and no till management practices and use of cover crops. Conversion of land use from cropland to residential can also lead to lower estimated soil loss from specific inventory points. Even changes in staff who conduct the transect survey and make judgments about crop residues could affect the results.⁴

The weighted average tolerable soil loss for St. Croix County is 4.4 tons per acre. The tolerable soil loss rate, commonly referred to as “T,” is defined as the maximum average annual rate of soil erosion for each soil type that will permit a high level of crop productivity to be sustained economically and indefinitely (ATCP 50.01(16)). The soil and water conservation standard for the St. Croix and Pierce County Farmland Preservation Programs is for each crop field to achieve a soil loss at or below the tolerable soil loss rate.^{5, 6}

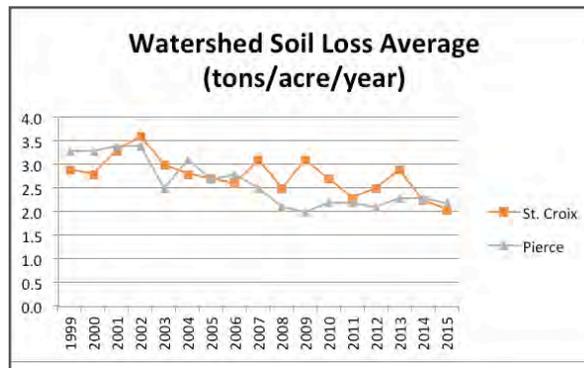
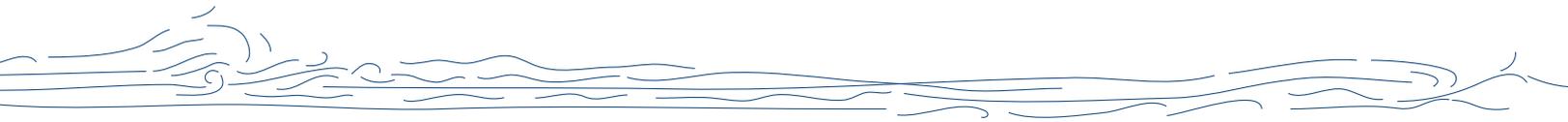


Figure 8. Kinnickinnic River Watershed Cropland Average Soil Loss by County (Transect Survey Results)⁷

4 Personal Communications. Kyle Kulow, St. Croix County, June 2016 and Rod Webb, Pierce County, June 2016.
 5 St. Croix County Resource Management Plan. 2009.
 6 Pierce County Land and Water Resource Management Plan. 2006.
 7 Provided by St. Croix County Resource Management Division and Pierce County Land and Water Conservation Department. March 2016.





KINNICKINNIC RIVER PRIORITY WATERSHED PLAN & IMPLEMENTATION

Priority Watershed Planning Process⁸

The State Legislature created the Wisconsin Nonpoint Source Water Pollution Abatement Program in 1978. The goal of the program was to improve and protect the water quality of streams, lakes, wetlands, and groundwater by reducing pollutants from urban and rural nonpoint sources.

Pollutants from nonpoint sources are carried to surface water or groundwater through rainfall runoff or seepage, and snowmelt. Sources of nonpoint pollution include runoff and erosion from urban and developing areas, eroding agricultural lands, eroding stream banks, runoff from livestock wastes, and other agricultural practices.

The priority watershed plan was prepared from 1997-98 and approved in 1999. Implementation ran from 1999-2010 (with a few Pierce County projects installed in 2011). The plan assessed nonpoint sources of water pollution and identified best management practices (BMPs) to control pollutants. It also guided implementation of BMPs. State local assistance grants supported county staff, and cost sharing for best management practices was made available to landowners.⁹

Watershed project goals:

- Protect and enhance the water quality in the streams and lakes in the Kinnickinnic River Watershed;
- Protect, enhance and restore wetlands within the watershed;
- Protect and enhance the groundwater resources from nonpoint source pollutants, especially through protection of sinkholes and wellhead protection planning; and
- Protect and enhance the thermal regimes in the Kinnickinnic River and its tributaries, to protect and enhance the coldwater ecosystems.

⁸ Wisconsin Department of Natural Resources, et. al. Nonpoint Source Control Plan for the Kinnickinnic River Priority Watershed Project. April 1999.

⁹ Voss, Karen. Priority Watershed and Priority Lake Program Final Report. St. Croix County. Kinnickinnic River Priority Watershed. (Draft). January 2011.

RURAL PROJECT ACCOMPLISHMENTS

Landowner Participation

In 1997, approximately 25,300 people were estimated to live within the watershed.

St. Croix County

Of the estimated 9,400 people living within the St. Croix County watershed boundaries, approximately 2,500 were eligible for cost sharing. Approximately 75% of eligible landowners were contacted annually by Land and Water Conservation Department staff. They accomplished this through one-on-one meetings and participation in conservation group meetings, presentations at schools, and Farm City Days.

- Number of landowners/operators eligible for cost-sharing and easements: 2,500
- Number of landowner contacts during the project: 2,500
- Number of eligible landowners participating during the project: 63

Pierce County

Of the estimated 14,900 people living within the Pierce County watershed boundaries, approximately 200 were eligible for cost sharing.

- Number of landowners/ operators eligible for cost-sharing and easements: 200
- Number of landowner contacts during the project: 1,470
- Number of eligible landowners participating during the project: 70

BMP's Installed and Cost Sharing

St. Croix County

The original grant award to St. Croix County was \$1.8 million, of which about \$1.3 million was spent. The cost-share grant amount spent was \$962,000.

Figure 9. Best Management Practices include Roof Runoff Facilities. When installed, clean roof runoff water is diverted away from areas with manure, which prevents the manure from flowing downhill toward the nearest stream.

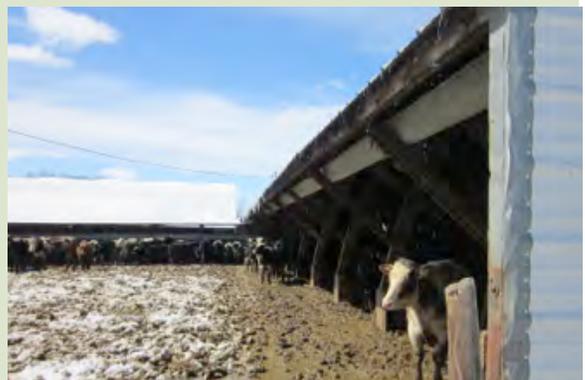


Table 1. St. Croix County BMP Summary

BMP	Name	Unit	Amount	State Cost ⁷	Average Cost Share/Unit
MR	Streambank Rip-rapping	FEET	9029	\$170,051	\$18.83
M2	Grade Stabilization Structure	NUMBER	4	\$49,158	\$12,290
UR	Urban Best Management Practices	NUMBER	1	\$123,900	\$123,900
C5	Grassed Waterways	ACRES	28.82	\$82,698	\$2,869
M5	Nutrient Management Planning	ACRES	26,108	\$136,424	\$5.23
M1	Critical Area Stabilization	ACRES	35.2	\$36,521	\$1,038
L2	Manure Storage Facility	NUMBER	3	\$79,690	\$26,563
MC	Stream Crossing	NUMBER	2	\$2,976	\$1,488
L5	Rotational Grazing	ACRES	0	\$0	
M4	Agricultural Sediment Basin	NUMBER	2	\$34,021	\$17,011
M9	Well Abandonment	NUMBER	1	\$459	\$459
L3	Livestock Fencing	FEET	3030	\$4,069	\$1.34
C2	Contour & Field Stripcropping	ACRES	0	\$0	
C3	Field Diversions	FEET	200	\$63	\$0.32
L1	Barnyard Runoff Management	NUMBER	7	\$85,974	\$12,282
M6	Pesticide Management	ACRES	8108	\$28,372	\$3.50
C10	Green Manure Crop	ACRES	3018	\$74,184	\$24.58
E18	DNR Easement	NUMBER	1	\$39,900	\$39,900
MS	Streambank Shaping and Seeding	FEET	6187	\$6,894	\$1.11
MO	Other Shoreline Protection	NUMBER	1	\$4,618	\$4,618
MF	Streambank Fencing	FEET	2720	\$2,246	\$0.83
				\$962,218.00	

DNR Conservation Easement

A 17-acre conservation easement was acquired using watershed project funding through collaborative arrangements with the Kinnickinnic River Land Trust (KRLT) and St. Croix County. This land, known as the DorWes Farms Easement, is in the headwaters area of the Kinnickinnic River. It contains wetlands and springs that contribute to the high water quality of the river. The land is also in close proximity to the Kinnickinnic River State Fishery Area. Upland best management practices, CREP buffers, and a purchased KRLT easement on an adjoining 23 acres assure perpetual protection to the area.

Installation of best management practices continued in the watershed since the closure of the priority watershed project. Installed practices from 2011-2015 in St. Croix County:

- Well abandonment (5)
- Critical area stabilization (1, 0.5 acres)
- Nutrient management plans (2,475 acres)
- Grassed waterways (4, 3.9 acres)

⁷ The state generally provided 50-70% of the cost of a practice. Remaining costs were usually paid by the landowner or operator.

Pierce County

The original grant award for this project to Pierce County was \$917,000 with about \$1 million actually spent over the course of the project implementation.

Table 2. Pierce County BMP Summary

BMP	Name	Unit	Amount	State Cost ⁸	Average Cost Share/Unit
MR	Streambank Rip-rapping	FEET	8254	\$254,705	\$31
M2	Grade Stabilization Structure	NUMBER	48	\$217,643	\$4,534
UR	Urban Best Management Practices	NUMBER	14	\$131,769	\$9,412
C5	Grassed Waterways	ACRES	57	\$65,326	\$1,146
M5	Nutrient Management Planning	ACRES	9778	\$48,384	\$5
M1	Critical Area Stabilization	ACRES	35	\$48,262	\$1,342
L2	Manure Storage Facility	NUMBER	2	\$53,411	\$26,705
MC	Stream Crossing	NUMBER	4	\$7,974	\$1,994
L5	Rotational Grazing	ACRES	88	\$6,156	\$70
M4	Agricultural Sediment Basin	NUMBER	1	\$4,200	\$4,200
M9	Well Abandonment	NUMBER	9	\$3,676	\$408
L3	Livestock Fencing	FEET	1000	\$3,350	\$3.35
C2	Contour & Field Stripcropping	ACRES	400	\$388	\$0.97
C3	Field Diversions	FEET	1600	\$2,532	\$1.58
L1	Barnyard Runoff Management ²	NUMBER	1	\$2,372	\$2,372
M6	Pesticide Management	ACRES	0		
				\$850,148.00	\$24.58

Installation of best management practices continued in the watershed since the closure of the priority watershed project. Installed practices from 2011-2015 in Pierce County:

- Grassed waterways: 14.7 acres
- Critical area treatment: 6.9 acres
- Roof runoff system: 1 facility
- Nutrient management plans developed: 1629.1 acres

⁸ The state generally provided 50-70% of the cost of a practice. Remaining costs were usually paid by the landowner or operator.

St. Croix County Kinnickinnic Priority Watershed Best Management Practices 1999-2015

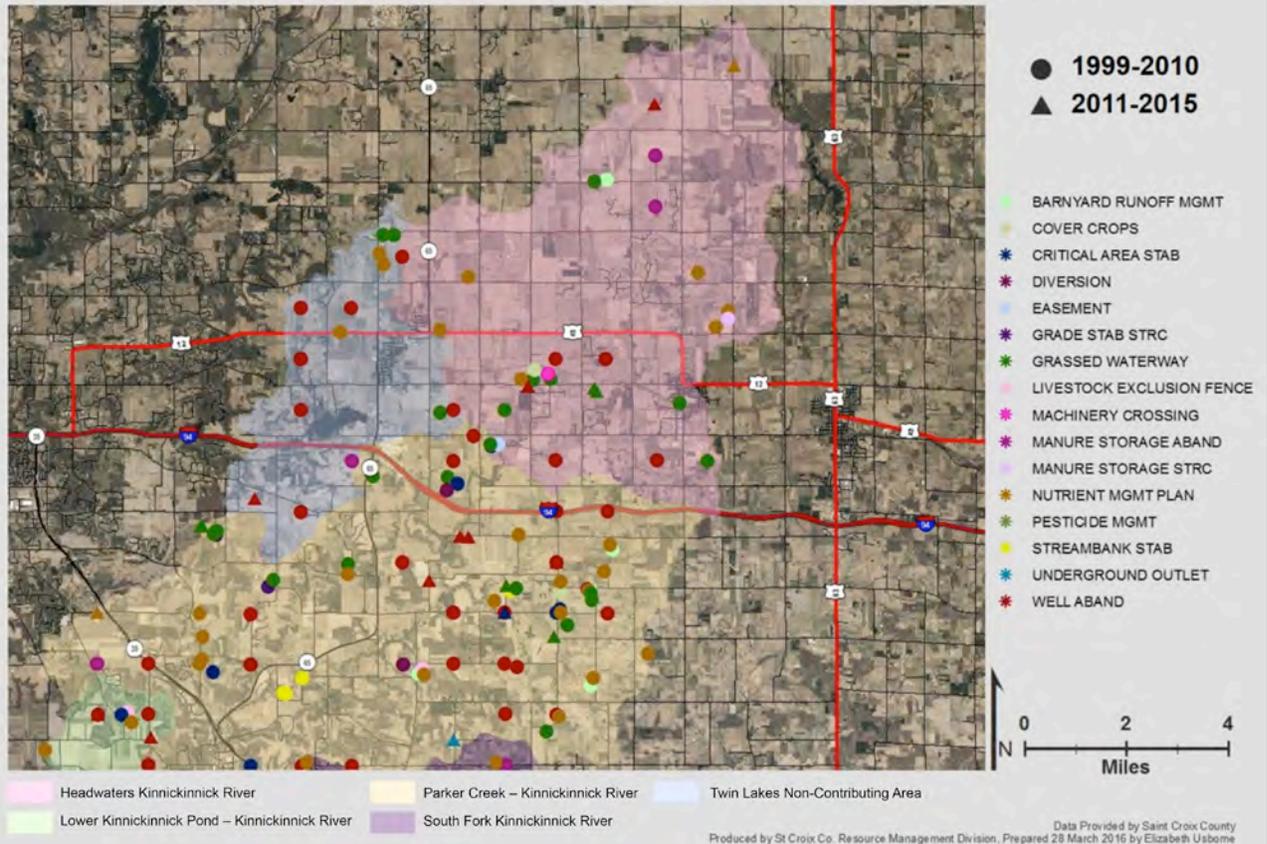
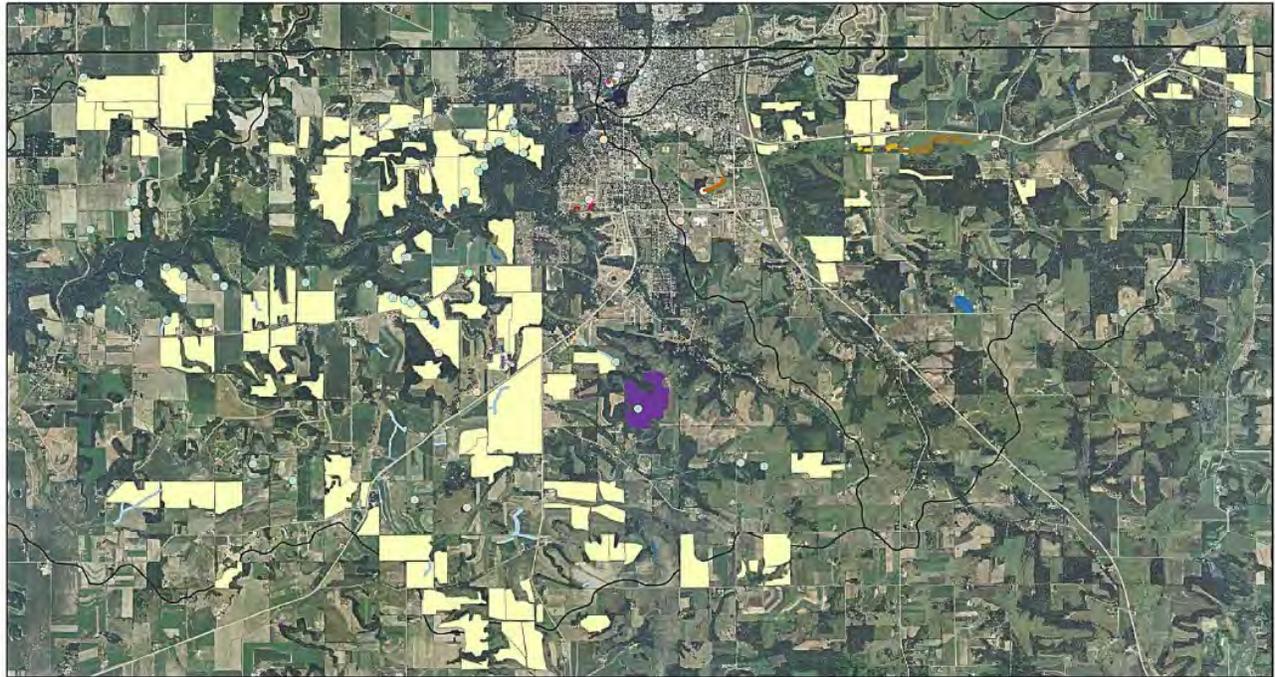


Figure 10. St. Croix County Map of Installed Best Management Practices (1999-2015)

Pierce County Kinnickinnic Priority Watershed Best Management Practices



- | | | | |
|--|--|--|----------------------------------|
| Livestock Fencing | Grade Stabilization Structures (Dam) | Grassed Waterway | Nutrient Management |
| Stream Bank Stabilization (Rip Rap) | Well Decommissioning | Critical Area Stabilization | Kinnickinnic River Subwatersheds |
| Roof Water Runoff | Roof Runoff Water Infiltration Rain Garden | Cattle Crossing | Pierce County Boundary |
| Stream Bank Stabilization | Street Runoff Infiltration Rain Gardens | Riparian Grass Buffer | |
| Street Runoff Infiltration (Grassed Swale) | Critical Area Stabilization | Stormwater Critical Area Stabilization | |
| Field/Farmstead Earthen Diversion | Manure Storage | Tree Planting on Existing Storm Water Control Pond | |
| Livestock Fencing (Along Waterway) | Sediment Basin | Stream Crossing | |
| Street Runoff Infiltration Pervious Concrete | | Street Runoff Infiltration-Pervious Brick | |
| | | Vegetative Treatment for Barnyard Runoff | |
| | | Intensive Grazing | |

Data for this map was provided by Dennis Fritz of the Pierce County Conservation Office
 Produced by the Kinnickinnic River Land Trust
 Cartography by Dave Dixon, prepared August 5, 2011

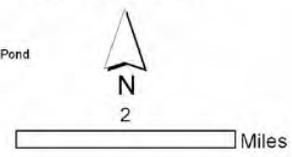


Figure 11. Pierce County Map of Installed Best Management Practices (1999-2011)

Critical Sites Addressed

DEFINITION: CRITICAL MANAGEMENT CATEGORY⁹

When a site is designated as “critical”, it is an indication that controlling the source of pollution is essential for meeting water quality objectives for the project. Critical nonpoint sources contribute a significant amount of the pollutants impacting surface waters. These sources were eligible for funding and technical assistance through the priority watershed project. Landowners with critical sites were required, by law, to address those sites by reducing the nonpoint source pollutant load to an acceptable level.

Critical site information below is applicable to both St. Croix and Pierce counties.

Barnyard Runoff

Critical Site Criteria: > 20,000 pounds of COD (Chemical Oxygen Demand) annually

Number Meeting Criteria: 2

Controlled: 2 (not funded from priority watershed program)

Cropland Sediment

Criteria: Sediment delivery \geq 0.9 Tons/acre/year and sediment loss exceeding “T”.

Acres Meeting Criteria: 997 (WINHUSLE modeling)

Acres Controlled: 997 (RUSLE2 modeling – due to changes in modeling method)

Cropped or Pastured Dry Runs

Criteria: Cropped or pastured and 1,700 feet or more in length

Number Meeting Criteria: 4

Controlled: 4 (all removed from list because no delivery to surface water with re-evaluation)

Streambank Erosion

Criteria: Erosion rate > 10 Tons/year, caused by animal access or landowner management practices

Number Meeting Criteria: 10

Controlled: 10

Table 3. Critical Sites Summary

Category	Inventoried	Controlled	Remaining
Barnyards	2	2	0
Cropland Sediment (Acres)	997	997	0
Cropped or Pastured Dry Runs	4	4	0
Streambank Erosion Sites	10	10	0

Source: County Annual Accomplishment Reports

⁹ Wisconsin Department of Natural Resources, et. al. Nonpoint Source Control Plan for the Kinnickinnic River Priority Watershed Project. April 1999.

Local Assistance Grant Expenditures for Staffing and Planning

The Wisconsin DNR nonpoint program provided \$639,213 of Local Assistance Grant (LAG) funds for the planning and implementation of the Kinnickinnic River project. St. Croix County, which covered 70.3% of the watershed area, received about 55% of these funds.

Pierce County maintained at least one staff person dedicated to implementing the watershed project and Natural Resource Conservation Service (NRCS) EQIP contracts for the Kinnickinnic River watershed during watershed project implementation. Prior to 2001, local assistance grant (LAG) expenditures for the watershed project in Pierce County totaled approximately \$192,000 (30% of the LAG funds for the entire watershed). These grants supported one staff position, which provided the necessary technical support and information and educational programming. In 2001, DNR LAG grants were incorporated into a Department of Agriculture, Trade, and Consumer Protection (DATCP) local assistance program that used a formula to provide staffing grants to counties. On paper, Pierce County did not allot these assistance dollars to the watershed technical staff member, but by offsetting costs of other office staff, grant dollars helped to maintain the watershed technical position.

The City of River Falls received about 15% of the early LAG funds. River Falls conducted sediment loading and thermal warming studies. These studies provided the technical basis for the storm water management and erosion control ordinances developed using LAG funds.

Pollutant Reduction: Objectives & Results

Pollutant inventories and reductions are reported for the entire rural area of the watershed in Table 6, 7 and 8 on the following page. These charts illustrate the difficulty of reporting sediment and phosphorus reduction in a watershed with the implementation of BMPs. The bulk of the sediment delivery was from cropland in the original inventory. However, the model used to calculate sediment delivery from cropland, WINHUSLE, was not Y2K compliant, and therefore not useable during the entire implementation period. The impact of cropland nutrient management planning, which was very successful in the watershed, was tracked by soil loss rather than sediment delivery to a water body. Resulting load reductions were not comparable to the original inventory as a result. Comparing inventoried loads from streambanks and dry runs also presents challenges. BMP tracking shows reductions greater than the original inventoried load because additional sites were identified during the implementation process.

Sediment

Table 4. Watershed Sediment Reduction Objectives and Accomplishments

Source	Inventoried Load (T/yr)	Planned Reduction (%)	Reduction Goal (T/yr)	St. Croix Reduction Tracked (T/yr)	Pierce Reduction Tracked	Remaining
Cropland ¹³	16,824	25%	4,206	909	402	1,311
Streambank ¹⁴	600	60%	360	1,096	3,383	4,479
Dry Runs ¹⁵	988	30%	395	101	2,090	2,191
Urban Runoff	1,223	35%	428			
Construction Sites ¹⁶	720	70%	504			
Overall	20,355	30%	5,893			

Table 5. Cropland Soil Loss Reduction Tracked (from Nutrient Management Planning)

Acres Planned St. Croix	St. Croix Soil Loss Reduction Tracked (T/yr)	Acres Planned Pierce	Pierce Soil Loss Reduction Tracked (T/yr)	TOTAL Reduction Tracked (T/yr)	Inventoried Ave. Ton Sediment delivery/Ton Soil Loss	Estimated Sediment Delivery Reduction
26,108	11,364	9,778	5,026	16,390	.08	1,311

13 In the planning process, cropland sediment delivery was calculated using USLE and hydrology data in the FOCS WINHUSLE model. Tracked cropland soil loss reduction loads included all planned acres multiplied by a constant (See Table 7); measured waterway erosion volumes that were eliminated; and measured sediment loads from repaired critical area grading and seeding sites. The average sediment delivery from the original inventory was then used to estimate resulting reductions in sediment delivery for cropland.

14 Tracked stream bank loads were entirely in the South Fork. Loads were based on visible bank wasting. Additional eroding streambanks not identified in the original inventory were found and corrected during watershed project implementation. This resulted in reduction numbers that are higher than the original inventory. Bank height times length times an average of one foot of lateral movement was used for actual load reduction. The plan used an average of three pounds of soil loss per running foot of stream for developing the inventory load.

15 Additional dry runs not identified in the original inventory were found and corrected during watershed project implementation. Tracked reduction in dry runs is mostly attributed to the number of grade stabilization structures constructed in channels times a constant. Technical staff viewed dry run and gully erosion as similar in application in the field. Several intermittent channels were grassed and reported as meeting waterway goals. Most of the dry run work was on channelized flow of runoff water.

16 No mechanism was outlined in the plan for the tracking of urban runoff and construction site erosion goals. In the City of River Falls, all developments followed the new stormwater ordinance. River Falls tracks sediment reduction as part of their MS4 permit requirements. Construction sites within the city applied erosion controls on building sites. In the rural area, all conservation construction sites were seeded and mulched within 2 or 3 days of the construction start. One rural site required a written erosion control plan with sediment basins, silt fence, and erosion mats.

Phosphorus

Table 6. Phosphorus Reduction Objectives and Accomplishments

Source	Inventoried Load (lb/yr)	Planned Reduction (%)	Reduction Goal (lb/yr)	St. Croix Reduction Tracked (lb/yr)	Pierce Reduction Tracked (lb/yr)	TOTAL Tracked Reduction (lb/yr)
Barnyards ¹	3,885	35	1,360	1,865	246	2,111
Cropland ²	16,400	25	4,100	NA ¹⁷	NA	NA
Overall	20,285	NA	5,460	1,865	246	2,111

1 Barnyard changes account for some barnyards no longer present and others not originally included in the inventory.

2 Area inventoried is about 73,000 acres of cropland in the watershed. Acres planned included NRCS EQIP contracts in addition to those funded through the priority watershed program. A mechanism for tracking phosphorus application on crop fields was not defined before nutrient management planning (NMP) began, so phosphorus reduction from NMP is not tracked. Nutrient management plan soil test recommendations adjusted phosphorus rates to actual needs, and the phosphorus management strategies were tied to soil test values. Also, all nutrient management plans developed recommended using lime to adjust PH to optimum conditions.

Phosphorus and Sediment Reductions Tracked 2011-2015

Practices installed since 2011 have resulted in additional phosphorus and sediment reductions in the Kinnickinnic River watershed.

Table 7. Watershed Sediment Reduction (2011-2015)

Source	Inventoried Load (lb/yr)	Planned Reduction (%)	Reduction Goal (lb/yr)
Grassed Waterway	224.5	NA ¹⁸	224.5
Nutrient Management	NA	NA	NA
Overall	224.5	NA	224.5

Table 8. Phosphorus Reduction (2011-2015)

Source	Inventoried Load (lb/yr)	Planned Reduction (%)	Reduction Goal (lb/yr)
Grassed Waterway	131.6	NA	131.6
Nutrient Management	350.3	NA	350.3
Overall	481.9	NA	481.9

17 NA = Not Available

18 NA = Not Available

Information & Education

St. Croix County

- Nutrient management planning one-on-one with agricultural producers and user group meetings
- Presentations to area grade school and high schools
- “Biology of Kinni” River Falls High School course
- Steering committee meetings
- Presentations to UW-River Falls Resource Management Club
- Kinni-Karetaker educational program
- Conservation Awards Banquet – Kinni Farmer of the Year
- Annual participation in county fair
- Annual participation in Farm City Day
- Annual St. Croix County native plants sale
- Watershed tours
- Well water testing

Pierce County

- Information mailings to watershed residents
- Steering committee meetings
- Reports to local newspapers and county newsletters
- Nutrient Management Planning one-on-one with agricultural producers and user group meetings
- Presentations to area grade school and high schools
- Presentations to UW-River Falls Resource Management Club
- Conservation Awards Banquet-Kinnickinnic Farmer of the Year
- Annual participation in county fair
- Watershed tours
- Annual letters to eligible landowners

Ordinance/Policy Development

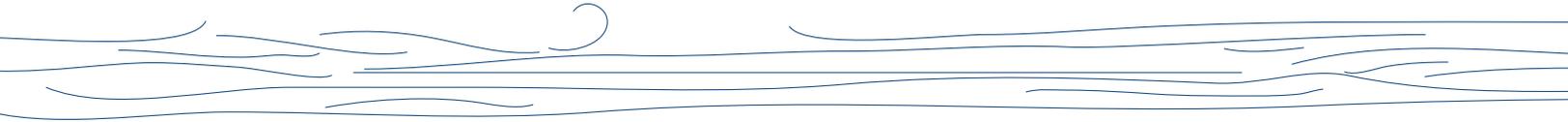
Several county ordinances were developed and amended during the priority watershed project. State regulation NR 151 began in 2002. It included animal waste prohibitions for agriculture and stormwater permitting requirements.

St. Croix County

- Animal Waste – Adopted 1985, amended 2008
- Shoreland Zoning – Adopted 1985, amended 2009
- Non Metallic Mining – Adopted 1992, amended 2007
- Subdivision Ordinance – Adopted 2005

Pierce County

- Animal Waste Storage Ordinance(1990)
- Shoreland Zoning (1990)
- Non Metallic Mining (2001)
- Erosion & Stormwater Control (2005)



URBAN PROJECT ACCOMPLISHMENTS

The cities of River Falls and Prescott, and the villages of Hammond and Roberts comprise about 7,000 urban acres. The City of River Falls straddles the Kinnickinnic River at the center of its watershed, and thermal impacts of development on the river are a major concern.

BMPs Installed with Priority Watershed Funding

Urban BMPs installed with priority watershed funding are listed along with other county-installed projects in Table 3 and Table 4. One BMP was installed in St. Croix County and 14 were installed in Pierce County.

Installed practices included:

- Grassed waterways
- Curb cuts
- Stormwater management systems
- Rain gardens
- Grade stabilization structures

Village of Roberts

The Village of Roberts used WDNR Urban Stormwater grants to develop stormwater management and wellhead protection plans and construction site erosion control and stormwater management ordinances during the time of the priority watershed project.

Plans

- Stormwater Management Plan (USP grant-2007)
- Wellhead Protection Plan (USP grant-2006)

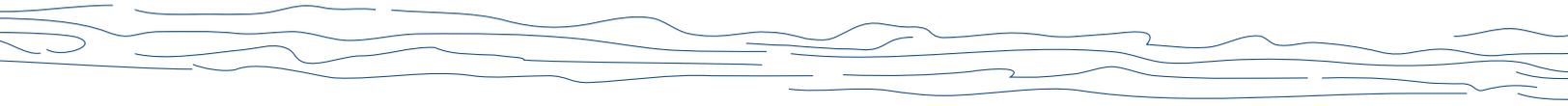
Ordinances

- Construction Site Erosion Control Ordinance (USP grant-2006)
- Post Construction Stormwater Management Ordinances (USP grant- 2006)

Village of Hammond and City of Prescott

The WDNR reports that Hammond Waterworks and Prescott Waterworks have also completed Wellhead Protection Plans.¹⁹

¹⁹ <http://dnr.wi.gov/topic/DrinkingWater/documents/WHP/Communities.pdf>





PROJECT CHALLENGES/LESSONS LEARNED²⁰

The priority watershed project was a collaboration of multiple partners including the citizens of the watershed, St. Croix and Pierce counties, local conservation groups, state and federal agencies, and others.

Landowner Participation

Participation in the initial inventory and installation of best management practices was strong from early to mid-way through the watershed project. This strong initial participation dropped off in later years. Staff changes also occurred during this time period. Consistent staff throughout a project is important to conservation practice participation, not only because of staff knowledge but also the importance of long-term relationships between farmers and staff.

Commodity prices also seem to influence interest in conservation practices. For example, when corn prices are high there may be less interest in installation of conservation practices.

Case Studies of Best Management Practice Installation

Parker Creek

Parker Creek is a tributary of the Kinnickinnic River east of River Falls. Native brook trout and stocked brown trout are present in the creek. The stream was degraded from sediment accumulation and cattle grazing resulting in a wide, shallow creek choked with tag alders. The trout stream restoration project involved purchasing fishing access easements from landowners, removing of brush and trees along the channel, placing rock and lunger structures to re-establish a deeper, narrower stream channel, and revegetating the streambank.

The project was funded by the priority watershed project and DNR Trout Stamp funds. Volunteers from Trout Unlimited assisted with project installation. The total project cost for 5,370 feet of stream was \$190,000.

River Falls High School Demonstration Project

The priority watershed project supported a demonstration project at River Falls High School. The demonstration involved not only installation of a variety of best management practices, but also involvement of students and faculty from the Science Department and ongoing educational opportunities.

Best Management Practices Installed

- Irrigation/Pump Systems to irrigate athletic fields from detention basins
- Native Grass Planting
- Tree Planting
- Wetland Establishment
- Turf Management Plan

²⁰ Personal Communications. Kyle Kulow, St. Croix County, June 2016 and Rod Webb, Pierce County, June 2016.

²¹ Wilcox, Dan. River Falls Journal. Exstream Makeover. May 2009.

²² River Falls High School Demonstration Project Proposal. Kinnickinnic River Priority Watershed Project. 2000.

Educational Components

- Monitoring/Stream Ecology Equipment
- Signage
- Field Days

Signage highlighted native plantings, roof design, detention basin and the irrigation system.

Monitoring equipment allowed the students to track the effectiveness of various installed practices.

The field day show-cased the project to community officials and school district residents.

Critical Sites

All identified critical sites were showcased in this project.

Sediment Reduction

The watershed project successfully addressed and even exceeded goals related to advancing head cuts, gullied waterways, and massive stream bank wasting. Nutrient management plan development addressed both sediment and nutrient reductions from crop fields. (Pierce Report)

Ongoing sediment loading with “tolerable” soil loss

The project failed to adequately address the sediment transport systems that consistently load the river system with an excessive sediment bed load. Sheet erosion in the watershed was addressed through farm crop field plans. Allowing an acceptable (or “tolerable”) four tons of sheet erosion per acre to move about over 73,000 acres of cropland starts sediment transport problems. If only 5% of this mobile sheet erosion soil load reaches an active waterway or water course, the potential for 14,600 tons of soil to erode into the sediment transport system can occur. Once in the transport system, this soil moves toward the river with each successive runoff event, or each day in the case of channels with base flow. The South Fork of the Kinnickinnic River is a perfect example of a soil transport channel that is choked with many years of sediment from sheet erosion that results from erosion rates considered “tolerable” for conservation planning of cropland. (Pierce Report)

Better tools are needed to address sediment loading: buffers, treatment strips, reduced tillage

The watershed planning process was used to predict sediment loading to the river system. Goals were set for targeted fields. What was missing were the tools and expertise to implement effective treatments for these targeted fields. Buffers and treatment strips work well and a few were installed, but if used exclusively, they can become overloaded with sediment and become ineffective. Gut feelings rather than specific standards were the design tool used to place buffers in riparian situations. Although there is a reasonable demand for hay or grass, long term hay rotations were not used often. Field reduced tillage options were utilized, but even this modified disturbance of the soil surface allows movement of soil. No till and zone till reduce the disturbance of the soil surface and this, in turn, reduces sheet erosion and sediment movement from the field. Any measurable improvements of reduced sediment loss were difficult to document lacking diligent observations and record keeping. (Pierce Report)

Several easements were driven by the Kinnickinnic River Land Trust. Easements can be complicated, expensive measures and have perpetual maintenance requirements. However, easements work well to protect the soil resource when retiring land where cropping results in high erosion rates and sediment delivery. Easements can also direct soil stewardship on land that has good crop production potential. For example, reduced tillage measures and/or conservation planning requirements can be

specified in an easement. Besides maintaining soil health, easements can also protect rural croplands from use changes such as residential or commercial developments. (Pierce Report)

Phosphorus Reduction

The challenge for phosphorus reduction was that tools were either not established or not practical to use for tracking pollutant load reductions. The lesson learned is that it is important to establish a means for tracking BMP installation and estimating pollutant load reductions at the outset of the project. Tracking BMP installation, estimating results, and reporting would be more effective with consistent methods and staff.

Information & Education

Significant information and education work was completed during the priority watershed project. However, resources for information and education tasks became increasingly limited in later years of the project.

Ordinance/Policy Development

While updates to county regulations during the priority watershed project resulted in strengthened resource protection, recent changes to state regulations stand to weaken this protection, especially in shoreland zoning.

Financial

Staffing: Pierce County

In conclusion, one of the biggest lessons learned is that a stable and adequate staff is essential for success. Over the length of this watershed project, Pierce County changed County Conservationists and Watershed Technicians eight times. For a 2-year period, the County Conservationist position was vacant. The learning curve for a watershed project could be 6 to 13 years. With such rapid turnover of staff, a lot of cohesion of the plan's elements was lost. Despite this, many needed land use practices were installed and continue to maintain good land use in the watershed. The problem now is that it is difficult to draw measureable conclusions in the fashion the plan envisioned. In the future, it is hoped that we can develop useable field inventories and successful measures to address fields and sites as the watershed plan outlined.

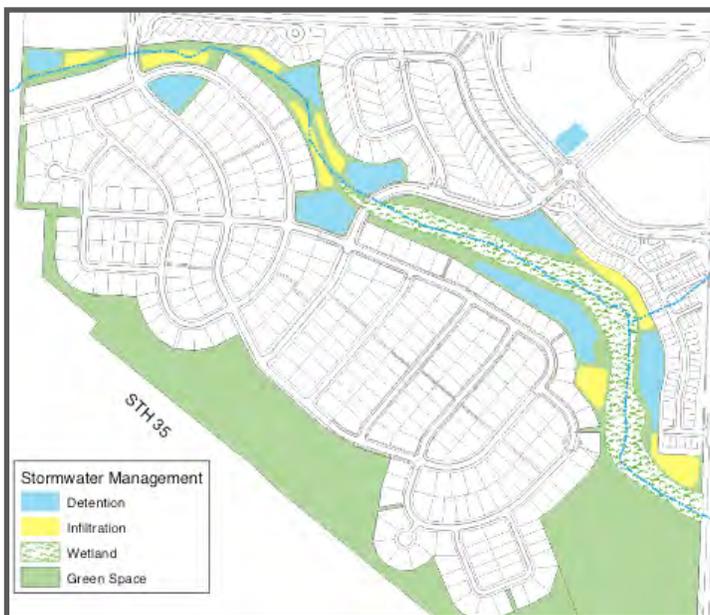
Project Management and Tracking

In 2011, the Pierce County Conservation Department is updating its five-year work plan. New tillage advancements, easements, and buffers will be stressed as conservation tools to compliment conservation practices traditionally used in Pierce County. In the county work plan, priorities will be directed toward crop field tillage practices in the Kinnickinnic River watershed and to sediment stabilization in the South Fork of the Kinnickinnic River. Pierce County will work cooperatively and energetically with all multi-agency St. Croix Basin team members to protect and enhance the land and river resources of the St. Croix River as well as other Class I and II coldwater streams in Pierce County.

THE CITY OF RIVER FALLS, WISCONSIN ²³

River Falls, Wisconsin, with a population of over 15,000, is what many people would classify as a small town. However, River Falls holds the distinction of being the largest city in Wisconsin that sits on a Class I trout stream; the Kinnickinnic River. Class I trout streams are high quality trout waters that have sufficient natural reproduction to sustain populations of wild trout, at or near carrying capacity. Consequently, streams in this category require no stocking of hatchery trout.

Located only 25 miles southeast of downtown St. Paul, Minnesota, River Falls is experiencing development pressures from the Minneapolis/St. Paul Metropolitan area that has the potential to degrade the physical and biological characteristics of the Kinnickinnic River and its tributaries. The Kinnickinnic River and its tributaries are a major natural amenity of the community. The City's leadership and dedication in protecting the Kinnickinnic River are an outstanding example of excellence in the public sector. Many of the City's efforts are made possible or enhanced by its ability to work collaboratively and in partnership with a diverse group of organizations who share a common vision of protecting the Kinnickinnic River from adverse effects of stormwater runoff. Although River Falls is a rather small community, it is often cited as leading in the area of progressive stormwater management.



Leadership

Stormwater Management Ordinance - A key issue for the City of River Falls was the need to update the City's stormwater management requirements to prevent impairment of the Kinnickinnic River from new developments. These efforts led the City Council to adopt a Stormwater Management Ordinance on April 9, 2002, which set forth stormwater management and erosion control standards applying to all land development activities. This ordinance was most recently updated in 2012 and will be updated again in 2016.

The first runoff of stormwater from impervious surfaces carries the pollutants typical of urban areas. Studies in the Midwest have shown that 90% of the average annual rainfall depth is produced

from rains equal to or less than about one inch. Management practices designed for water quality control need to adequately treat these frequent, relatively small storms.

The City of River Falls chose a higher threshold in its Stormwater Ordinance. It requires infiltration of additional runoff generated by a 1.5 inch rainfall. Furthermore, before being accepted by the City, infiltration performance must be tested and shown to be twice that required by the ordinance. This safety factor is required to account for anticipated degradation in performance over time.

23 This section of the report is provided by the City of River Falls Engineering Department.

Since its adoption, this ordinance has proven to be workable in development situations ranging from the construction of small apartment buildings, to church additions, to 200-acre residential subdivisions. Based on critique and feedback from other professionals working to comply with the ordinance and the City's experience, changes have been implemented to the ordinance to make it more workable without compromising its ultimate purpose of resource protection.

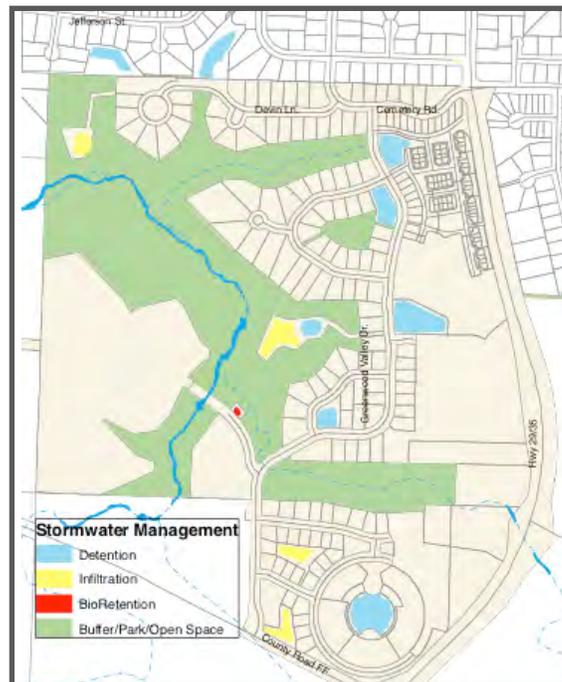
While not noticeably different, the following are examples of projects developed since 2002 in accordance with these new requirements:

- Sterling Ponds
- S&C Bank
- WestConsin Credit Union
- Ezekiel Church
- Cascade Avenue Apartments
- City Hall
- Family Fresh
- Spring Creek Estates
- St. Bridget's Church

Stream Buffer Ordinance - In another related and important matter, the City amended its shoreland and floodplain protection regulations. This amendment created stream buffers along the Kinnickinnic River and its tributaries with setbacks greater than the State and County mandated minimum of 75 feet. In fact, the amended ordinance requires setbacks from the Kinnickinnic River ranging from 125 to 175 feet depending on the slope of land adjacent to the river. In some floodplain and wetland areas, the buffer extends beyond 175 feet, reaching distances exceeding 750 feet. This is because the ordinance requires a minimum 25 foot buffer from floodplains and wetlands. The new stream buffer regulations are based on a model ordinance from the Center for Watershed Protection. This regulation protects over 1,200 acres of shoreland immediately adjacent to the Kinnickinnic River and its tributaries, twice the amount protected under State and County setback codes.

Illicit Discharge Detection and Elimination Ordinance - In December 2007, the City of River Falls adopted an Illicit Discharge Detection and Elimination Ordinance as part of a program to develop, implement and enforce a program to detect and remove illicit connections and discharges to the MS4.

Regulations For Fertilizer Application - In April 2009, Governor Jim Doyle signed the Wisconsin Zero-Phosphorus Fertilizer Law. It took effect on April 1, 2010 and restricts the use, sale and display of lawn and turf fertilizer containing phosphorus.



Innovation

The City of River Falls has implemented a variety of innovative strategies involving stormwater management.

Lake George Area Stormwater Treatment Concept Plan

In 2003, the City led a diverse group of stakeholders in a study to analyze the stormwater runoff related benefits of reconfiguring Lake George. Lake George is an impoundment of the Kinnickinnic River formed behind a hydroelectric dam in downtown River Falls. The reconfiguration concept is to separate the cold, spring-fed, rapidly-flowing waters of the Kinnickinnic River from the warm, stagnant waters of Lake George. The study analyzed the benefits to the river of reconfiguring the isolated portion of the lake into a series of wetland treatment cells to treat the first flush of runoff from the highly impervious downtown area of the City. Furthermore, it analyzed the associated daily base flow benefits imparted on the river by the reconfiguration. Significant technical and scientific work was performed to convince stakeholders that this project, if constructed, will result in overall benefits to the Kinnickinnic River. This project, when constructed, will be unique in that thermal benefits to the river will be realized under base flow conditions as well as under stormwater runoff events. Benefits of the proposed project include improvements to hydrologic, thermal, sediment, phosphorous and biological regimes of the Kinnickinnic River.



On December 16, 2004, at a combined meeting of the Technical Advisory Committee and the Stakeholders Committee, there was consensus that a multi-pronged approach involving strategic execution of both end-of-the pipe and small scale/small site watershed management actions as well as reconfiguring Lake George and implementing a phased construction of interceptor pipes along the east side of the river was the best strategy to follow. In 2005, the Final Report of the Lake George Area Stormwater Treatment Concept Plan

was endorsed by the Park Board, Plan Commission, and City Council, and Staff was encouraged to pursue funding opportunities for implementing the Plan.

In 2006, Governor Jim Doyle submitted the Lake George Reconfiguration Project for an EPA Targeted Watershed Grant in order to obtain funding for implementation. The City received letters of support from the following:

- Wisconsin Governor Jim Doyle
- Kinnickinnic Priority Watershed
- Kinnickinnic River Land Trust
- River Falls Chamber of Commerce
- Trout Unlimited
- University of Wisconsin – River Falls
- Wisconsin Department of Natural Resources

The grant application was not successful but the City has not given up on the project. It will be revisited after completion of the Kinnickinnic River Corridor Plan.

Rainwater Garden Demonstration Project

In 2004, the City wanted to demonstrate the functionality and appearance of rainwater gardens so the City partnered with the Kinnickinnic River Land Trust (KRLT) on a rainwater garden demonstration project. The City received 27 responses from people who were interested in having the garden put in their yard. Potential sites were ranked based on proximity to the river, visibility, and amount of impervious surface draining to the garden. The City purchased all plantings for this project and furnished necessary equipment. Volunteers were organized by KRLT and planted the garden. The goal of the project is to have a local example to show citizens a practical and aesthetic way to help the water quality of the Kinnickinnic River.

Stormwater Management Area Delineation and Education

In 2005, the City began installing signs around stormwater management areas in order to prevent detrimental encroachments into the facility by neighbors and to educate people of the facilities' function. These signs were installed in conjunction with bluebird houses in order to promote wildlife and make the added signs more appealing.

West Side Stormwater Demonstration Project

This project stems out of the Lake George Area Study which suggested implementation of small scale infiltration practices on the west side of the Kinnickinnic River. As a follow up to that study and recommendation, the City, Trout Unlimited, Kinnickinnic River Land Trust, Kinnickinnic River Priority Watershed Project, Wisconsin Department of Natural Resources, and private property owners worked together to demonstrate small scale stormwater management practices. The City initiated planning for this project in 2006 and the project was bid and constructed in 2007.

Two similar watersheds were selected. Within one watershed, audits of private property were conducted, and private improvements to better manage stormwater were recommended. Furthermore, the City implemented practices to capture and treat roadway runoff within the right-of-way. The second watershed acts as a control watershed reflecting no improvements being made.



Flow monitors were installed in the discharge pipes for each watershed. Two years of pre-construction data was collected and were compared with post-construction data to determine effectiveness of the installed practices. Public practices that were installed include 3 rain gardens as well as the following:

Pervious Pavers are similar to regular pavers. However, the corners are cut off to create a void space or there are additional bumps along the sides of the pavers creating more void space between the pavers. These spaces are then filled with a granular rock material that allows water to flow through it into a storage layer below and eventually infiltrate into the ground. These were installed at the end of an alley to capture the runoff from the alley and the garages along it





Curb Bump Outs, where the curb line of the street was bumped out into the existing parking lane of the street, were installed in three locations. A curb cut provided in the gutter allows water into the bump out area where native, long-rooted grasses or plants promote in filtration.

Permeable Concrete allows the movement of water through the concrete material. For this demonstration project, a section of existing curb and gutter was removed on Walnut Street and replaced with a solid concrete curb and a permeable concrete gutter section. A trench filled with open graded rock below the porous gutter receives the water and then infiltrates it under the boulevard area.



Community Service

The City's leadership philosophy in regards to stormwater management promotes education and outreach. Examples of the City's various education and outreach efforts include:

Adopt-A Pond Program

The City has created an Adopt-A Pond Program whereby residents can volunteer to adopt stormwater management areas in the City. Adopters perform a spring and fall clean up each year where they pick up trash, branches and other debris that can be reached from shore. They also check for erosion around the pond and check the inlets and outlets for clogging. The volunteers report their activities on forms provided by the City that become part of the City's NPDES Phase II reporting.



Leadership River Falls

Stormwater management presentations and field trips (See Appendix B) are provided to Leadership River Falls classes and the group has adopted one of the City's stormwater ponds. Leadership River Falls is a training program that brings together existing, emerging and potential leaders from the area to address community needs, strengthen their individual leadership abilities and encourage participants to commit to assuming leadership roles in the community.

KinniFest - The City participated in "KinniFest: A Celebration of Our River," which aimed to create a better understanding of the Kinnickinnic River.

University of Wisconsin River Falls and River Falls School District - Stormwater management presentations are made in various land use and site planning classes at UW-River Falls. The City has also done presentations to students of all ages in the River Falls School District.

St. Croix Nutrient and Sediment Conference - The City has presented programs on stormwater management at the St. Croix Nutrient and Sediment Conference.

"Rain as a Resource" Bus Tour - The "Rain as a Resource" bus tour visited River Falls on Sept 15, 2005, and on August 12, 2008 to tour "innovative" stormwater practices sites that were considered low impact development. This tour was sponsored by the St. Croix Basin Partner Team, UW-River Falls, WisDNR, Minnesota Erosion Control Association, and Land and Water Conservation Departments.

Service Learning Award of Excellence - In 2003, UW-River Falls awarded the City of River Falls Engineering Department the "Service Learning Award of Excellence" for an agency, honoring them for their participation in projects that served the community and for its work with students majoring in land use planning.

Catch Basin Markers - The City instituted a stormwater catch basin marking program as a public education and outreach effort. Custom markers were ordered to remind people that the Catch Basin "DRAINS TO KINNI."

Civic Groups - The City has made numerous presentations regarding stormwater management to local civic groups, such as the River Falls Area Garden Club, Master Gardener's Group, Rotary Club, and Kiwanis.

Earth Day - The City participates in the St. Croix County Earth Day Celebration annually.

RFC-TV16 - With stormwater management as the topic, City staff have been the guest of numerous shows on local cable access RFC-TV16.

Rain to Rivers - The City participates in Rain to Rivers which involves several MS4 permitted municipalities sharing information, work and experience in the area of stormwater management.

Rain Barrel Rebate Program - The City of River Falls, in cooperation with River Falls Municipal Utilities, initiated a rain barrel rebate program providing 50% cash back, up to \$30, for any rain barrel purchase. Rain barrels fabricated by St. Croix County Land and Water Conservation Department were sold at City Hall and at Kinnifest for \$30 as part of this cooperative effort. River Falls Municipal Utilities promoted the program as a water conservation method whereas the City promoted it as a Stormwater runoff mitigation measure. The City sold 50 rain barrels and granted 28 rebates during the programs first year. The program has been very successful; the city has sold hundreds of rain barrels to residents.



City Website - The City Engineering Department maintains a website with stormwater related information and resources for residents to access. The website provides answers of frequently asked questions, information about various city projects, links to informational brochures, information about the rain barrel and Adopt A Pond program, and many other items.

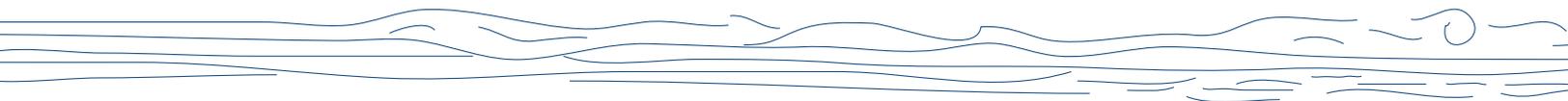
Accountability

Stormwater pollution degrades surface waters making them unsafe for drinking, fishing, swimming, and other activities. As authorized by the Clean Water Act, there is a nationwide permit program that controls water pollution by regulating pipes and channels that discharge stormwater and pollutants into surface waters. The Phase I of this program targeted cities with populations of 100,000 or more. Phase II of this program targeted cities with populations of 10,000 or more. The City of River Falls received its Phase II Permit October 1, 2006 and received a renewed permit in July 2014. UW-River Falls has their own Phase II permit; the City has signed an intergovernmental agreement with UW-River Falls in 2009 to work together on many of the requirements of these permits.

In most cases, the goal of the permit is to improve water quality, however the Kinnickinnic is a water resource where the water quality is already exceptional. In River Falls, our goal is to maintain this exceptional resource; this is done through 6, regulated, minimum control measures:

1. Public education and outreach.
2. Public participation and involvement.
3. Illicit discharge detection and elimination.
4. Construction site pollutant control
5. Post-construction stormwater management.
6. Pollution prevention/Good housekeeping.

At the end of every year, the City of River Falls conducts a Public Hearing and files an annual report documenting that year's compliance with its Phase II Permit. This information is available on the City's website.



LAKE ST. CROIX TMDL

Summary

The St. Croix River and Lake St. Croix are highly valued resources that provide exceptional recreational opportunities and support a highly diverse ecology of aquatic and terrestrial species. However, over the years eutrophication, or nutrient enrichment, has occurred in Lake St. Croix due to excess phosphorus loading. This loading drives nuisance algae blooms which diminish the enjoyment and use of the lake. The Lake St. Croix TMDL report represents an important step in the improvement of Lake St. Croix by focusing on establishing the needed reduction in phosphorus loading from its contributing basin in order to achieve water quality standards.

The federal Clean Water Act requires states to identify water bodies or stream segments that are not meeting state water quality standards and designated uses and place them on the USEPA impaired waters list. Once listed, the state is required to quantify the amount of a specific pollutant that a listed water body can receive without violating applicable water quality standards and to apportion that allowable load among the sources of the designated pollutant. The maximum allowable pollutant quantity is referred to as the Total Maximum Daily Load (TMDL). A TMDL is the sum of the allowable loads of a single pollutant from all contributing sources. Lake St. Croix was first listed on both the Minnesota and the Wisconsin 2008 303(d) Impaired Waters List due to eutrophication (excess phosphorus).

The primary components of the TMDL were largely based on the results of past lake and nutrient loading studies. The key outcomes of these studies and the TMDL are as follows:

- Lake St. Croix's total annual loading capacity needed to meet an in-lake total phosphorus water quality standard of 40µg/L is 360 metric tons/yr.
- The lake's "current" loading (using a 1990s baseline) is 460 metric tons/yr, meaning a 100 metric ton/yr reduction would be needed. However, this TMDL adopts a margin of safety and a reserve capacity which increases the needed load reduction to about 123 metric tons/yr. This equates to an overall needed phosphorus load reduction of 27 percent.

TMDL Goals for Kinnickinnic Watershed

The Lake St. Croix Basin TMDL Implementation Plan establishes phosphorus reduction goals first by source (urban area MS4 permits, permitted facilities such as wastewater treatment plants, land use such as agricultural) then by watershed and county. The Kinnickinnic River watershed was #6 of 25 watersheds in total watershed phosphorus loading and #1 of 25 in phosphorus loading per unit area (lb./acre). Over 80% of the loading is estimated to come from agricultural sources in the Kinnickinnic River watershed. An overall watershed phosphorus reduction of 37% is called for in rural areas in the TMDL report. The City of River Falls and UW River Falls have separate phosphorus reduction goals of 36% and 37% respectively. Even within city and university boundaries there is significant area of agricultural land. Phosphorus reduction goals are established with the early 1990s as the baseline where tracking of reductions begins.

Agricultural water quality impacts and phosphorus loading are dependent on animal manure handling, crop rotations, fertilizer application rates and practices (such as nutrient management), tillage practices, among other practices, in addition to precipitation frequency and intensity. Improvements will be needed in all of the farming practices listed above to lower the agricultural loading, especially in the watersheds with the highest loading such as the Apple, Kinnickinnic, Willow, Snake, and Sunrise.

TMDL Goals for Pierce & St. Croix Counties

The Implementation Plan for the Lake St. Croix Nutrient TMDL establishes phosphorus reduction goals for both Pierce and St. Croix County within the Kinnickinnic River Watershed.

The Kinnickinnic is one of four watersheds which drain to the St. Croix River in St. Croix County. The Kinnickinnic watershed reduction goal for the entire length of the project is 14,675 lbs./year. While a specific phosphorus reduction goal by 2020 is not stated, it is approximately 10,781 lbs./year.

The Kinnickinnic is the only watershed which drains to the St. Croix River in Pierce County, so the Kinni represents the entire county planned reduction. Two phosphorus reduction goals are stated in the report, the first: 5,500 lbs./year is an overall reduction goal for the entire length of the project. The second goal of 4,100 lbs./year is a phosphorus reduction goal through 2020.

The City of River Falls TMDL goal is to reduce annual phosphorus loading by 521 pounds. The City currently tracks sediment reduction for its MS4 permit. Phosphorus reductions will be modeled in 2016.

The UW River Falls TMDL goal is to reduce annual phosphorus loading by 52 pounds.

Table 9. Lake St. Croix TMDL Kinnickinnic Watershed Phosphorus Reduction Goals

Entity	2020 Goal	End of project
St. Croix County	10,781 lbs./year	14,675 lbs./year
Pierce County	4,100 lbs./year	5,500 lbs./year
City of River Falls		521 lbs./year
UW-River Falls		52 lbs./year

Kinnickinnic Priority Watershed Results for TMDL

Phosphorus reduction tracked through the implementation of the priority watershed project (1999-2010) totaled 2,111 pounds for both Pierce and St. Croix County. This reduction was from barnyards. Cost share agreement maintenance requirements for the best management practices installed in the priority watershed project generally last ten years.

St. Croix County: 1,865 lbs./year

Pierce County: 246 lbs./year

Remaining TMDL Goals for the Kinnickinnic Watershed

St. Croix County

Planned St. Croix County activities and projected reduction in phosphorus are reported countywide rather than by watershed, so plans and projected phosphorus reductions for the Kinnickinnic River watershed are not available.

Installation of best management practices continued in the watershed since the closure of the priority watershed project. Installed practices from 2011-2015 in St. Croix County:

Well abandonment (5)

Critical area stabilization (1, 0.5 acres)

Nutrient management plans (2, 475 acres)

Grassed waterways (4, 3.9 acres)

Pierce County

Installation of best management practices continued in the watershed since the closure of the priority watershed project. Installed practices from 2011-2015 in Pierce County:

- Grassed waterways: 14.7 acres
- Critical area treatment: 6.9 acres
- Roof runoff system: 1 facility

Phosphorus reduction estimates from these practices are not yet available.

Pierce County estimated that 750 lbs. of phosphorus reduction could be achieved with a staffing budget of \$80,000 and \$250,000 for cost sharing from 2013-2016. In recent years, staffing available for the Kinnickinnic River watershed in Pierce County is about 15-20% of one FTE with actual cost sharing about \$25,000/year.

Table 10. Kinnickinnic River Watershed Tracked Phosphorus Reduction (1999-2015)

Entity	2020 Goal	End of project
St. Croix County	10,781 lbs./year	14,675 lbs./year
Pierce County	4,100 lbs./year	5,500 lbs./year
City of River Falls		521 lbs./year
UW-River Falls		52 lbs./year

Implications for Future Kinnickinnic Watershed Planning & Management

It is important to note that while BMP tracking and resulting phosphorus reduction is the best information available to date, it is not equivalent to actual phosphorus loading reductions in the watershed. The location of the BMP installation relative to the water body impacts how much phosphorus was actually delivered prior to installation and therefore the actual loading reduction achieved. Most practices have spatially significant inputs (e.g. soil slope and type and distance from stream) which may not necessarily, be captured with BMP tracking. Factors outside of BMP installation such as changes in field crops planted, tillage methods, livestock numbers and even precipitation amounts and duration, also affect actual delivery of phosphorus to the Kinnickinnic River and Lake St. Croix. Voluntary BMPs may also be installed by producers and not tracked.²⁴

Recommended Priorities for Installation

Best Management Practices

Data is not readily available to prioritize best management practice type or priority location. However, a SWAT²⁵ modeling effort is underway for the Kinnickinnic River Watershed. This work is sponsored by UW River Falls and funded by a USDA grant. It will be completed by the Science Museum of Minnesota in 2016 and 2017. Results may be used to help prioritize best management practice installation.

24 Center for Watershed Protection. Kinnickinnic River Watershed Plan: Phase 1. January 2013.

25 Soil and Water Assessment Tool, Texas A&M.

Location

Critical Source Areas (CSAs) are defined as portions of the landscape that combine high pollutant loading with a high propensity to deliver runoff to surface waters. These areas have a higher likelihood of conveying more pollutants to surface waters than other portions of the landscape. Priority Management Zones (PMZs) are regions of the watershed targeted for conservation practices that address disproportionate or large pollutant loads.²⁶

Civic Engagement

Civic engagement is identified as a key strategy for restoring and protecting Lake St. Croix in the TMDL Implementation Plan. “Civic Engagement means making resourceful decisions and taking collective action on public issues through processes of public discussion, reflection and collaboration.” This new approach acknowledges that citizens are key collaborators in achieving water quality goals, whether it is in the policy-making realm or when implementing Best Management Practices (BMPs) on the ground.²⁷

Farmer Led Council

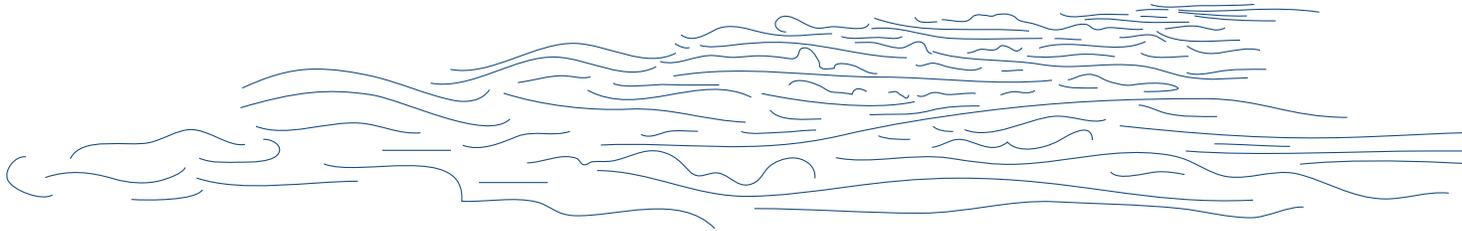
A Farmer Led Council Project is underway in the Rocky Branch and South Fork tributaries of the Kinnickinnic River Watershed. Project objectives are to improve water quality through reduced phosphorus and sediment loading; to increase farmer knowledge about, and engagement with, water quality issues, including the adoption of conservation practices; to develop leadership around water quality among farmers; and to develop a unique collaborative model of water quality improvement through farmer engagement that can be replicated in watersheds throughout the Upper Mississippi River Basin and nationwide.

Phosphorus pollution reductions and the expansion of farm conservation activities will occur by way of an innovative, farmer-directed conservation incentives program. The farmers themselves determine the best paths to conservation success within their watershed, and recruit and encourage other farmers to participate. Pierce County Land Conservation Department staff and University of Wisconsin-Extension staff work closely with the farmer councils to provide technical assistance, facilitation, resource information and education, as well as monitor the project’s outcomes.²⁸

26 Minnesota Department of Agriculture. 2014 Final Project Report for Identifying Priority Management Zones for Best Management Practice Implementation in Impaired Watersheds.

27 Implementation Plan for the Lake St. Croix Nutrient Total Maximum Daily Load Prepared for: The Minnesota Pollution Control Agency in cooperation with The Wisconsin Department of Natural Resources and The St. Croix Basin Water Resources Planning Team. February 2013.

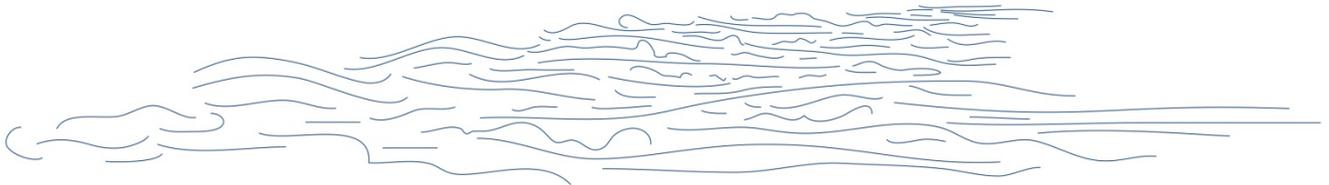
28 Olmstead, Julia. UW-Extension. The St. Croix/Red Cedar River Basin Farmer-Led Watershed Council Project. May 2014.



KINNICKINNIC RIVER WATERSHED

Strategic Action Plan

June 2016



Project Partners

City of River Falls
Kinnickinnic River Land Trust
National Park Service, Rivers Trails and
Conservation Assistance Program
Pierce County
St. Croix County
St. Croix River Association
Trout Unlimited
UW Extension
UW River Falls
WDNR – Water, Fisheries, Wildlife

Project Managed by:

The Kinnickinnic River Land Trust

With Funds from:

The McKnight Foundation

Wisconsin Dept. of Natural Resources

Report Prepared by:

Harmony Environmental



ACKNOWLEDGMENTS

Special thanks go out to project partners and the organizations and agencies they represent.

Photographs provided by the Kinnickinnic River Land Trust unless otherwise noted.

Document formatting suggestions provided by KJE Design.



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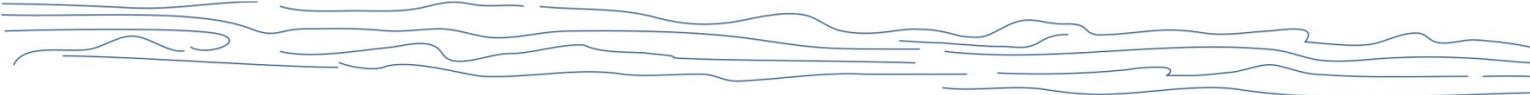
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EXECUTIVE SUMMARY

This strategic action plan for the Kinnickinnic River watershed was initiated by the Kinnickinnic River Land Trust (KRLT). Project funding was provided by the McKnight Foundation, a Wisconsin Department of Natural Resources River Planning Grant, and the KRLT.

The project included summarizing the results of the Kinnickinnic River Priority Watershed Project and convening a partner group to guide strategic action plan development.

Project partners included:

- City of River Falls
- Kinnickinnic River Land Trust (KRLT)
- National Park Service, Rivers Trails and Conservation Assistance Program
- Pierce County
- St. Croix County
- St. Croix River Association
- Trout Unlimited
- UW Extension
- University of Wisconsin River Falls (UWRF)
- Wisconsin Department of Natural Resources (WDNR) – Water, Fisheries, Wildlife

A series of four meetings were held from March through June 2016 to identify resource and social concerns; develop project vision, goals, and objectives; and propose and endorse a series of strategic partner actions to reach plan goals.

Plan Goals

Protect and improve Kinnickinnic River Water Quality.

Maintain and enhance instream and riparian habitat and ecosystem services in the Kinnickinnic River and its tributaries.

Restore and maintain habitats that provide a healthy watershed.

Protect and enhance groundwater resources.

Restore and maintain habitats that provide a healthy watershed.

Restore and maintain soil health to sustain cropland and surface and groundwater quality.

Encourage and partner with the farm community to ensure sustainability of working lands and a healthy river and watershed.

Encourage and engage citizens to be active river and watershed stewards.

Engage policy makers at all levels of government to value, enhance, and protect the river and its watershed.

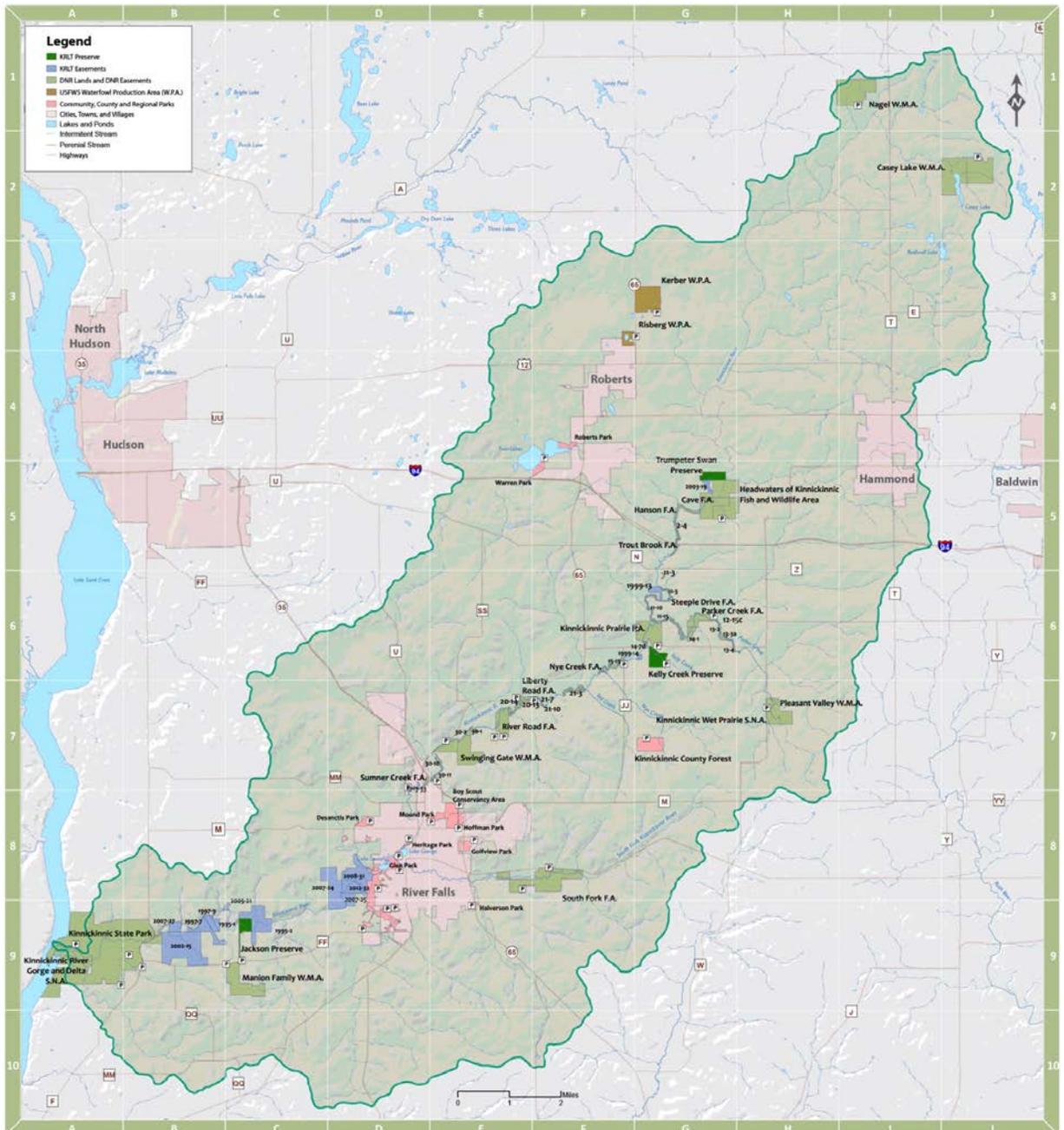
Involve and educate youth to become current and future leaders for river and watershed protection.



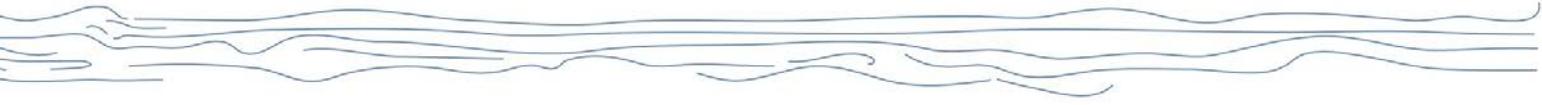
Watershed partners proposed strategic actions that fit with the vision, goals, and objectives described in the plan. Strategic actions listed beneath each goal are initial actions endorsed by partner representatives who attended the final meeting of the group.

The assembled partners agreed that ongoing coordination was critical for successful plan implementation. The University of Wisconsin-River Falls will coordinate the Kinnickinnic Watershed Partnership for the next three years through 2019.

The Kinnickinnic Watershed Partnership will support initial strategic actions and consider more in the future. Priority strategic actions not currently sponsored or funded are also listed along with the goals.



Kinnickinnic River Watershed



Kinnickinnic watershed vision

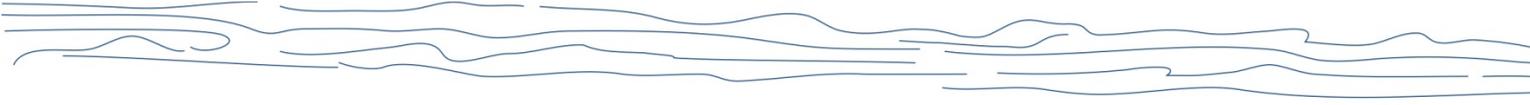
The cold, clean, clear Kinnickinnic River is a valued coldwater ecosystem and community resource. It is one of the best self-sustaining trout streams in the Midwest.

The watershed is a quality place to live, work, and play - sustaining natural, agricultural, and built landscapes in the face of change.

Our community has the understanding, capacity, and commitment to conserve, protect, and improve the river and its watershed.



Photo by Andy Roth



INTRODUCTION

The Process

This strategic action plan for the Kinnickinnic River watershed was initiated by the Kinnickinnic River Land Trust (KRLT). As the only organization whose geographic area encompasses the watershed, the KRLT recognized a need to examine past watershed efforts and gather interested organizations and agencies together to continue focus on the watershed into the future. Project funding was provided by the McKnight Foundation, a Wisconsin Department of Natural Resources River Planning Grant, and the KRLT.

An initial step in the project was to complete a report of the Kinnickinnic River Priority Watershed Project. The priority watershed project, completed from 1999-2010, provided resources for St. Croix and Pierce Counties and the City of River Falls to offer technical and financial assistance for installation of a variety of best management practices. The original project plan was developed with considerable monitoring of surface and ground water resources, inventory of nonpoint sources of pollutants, and public involvement from various agencies and individuals. The next steps for the Kinnickinnic River watershed strategic action project were to summarize available background information and convene a partner group to guide strategic action plan development.

The Partners

A list of project partners follows:

- City of River Falls
- Kinnickinnic River Land Trust
- National Park Service, Rivers Trails and Conservation Assistance Program
- Pierce County
- St. Croix County
- St. Croix River Association
- Trout Unlimited
- UW Extension
- UW River Falls
- WDNR – Water, Fisheries, Wildlife

The organizations and agencies are all involved in the management of the Kinnickinnic River and its watershed. Both are commonly referred to as the “Kinni”, a name we use throughout this document. One or more individuals from each partner organization provided resource information, participated in partner meetings, reviewed draft documents, and provided input outside of meetings. A series of four meetings were held from March through June 2016 to identify resource and social concerns; develop project vision, goals, and objectives; and propose and endorse a series of strategic partner actions to reach plan goals.



Kinnickinnic Watershed Partnership

The assembled partners agreed that ongoing coordination was critical for successful plan implementation. The University of Wisconsin-River Falls offered the following proposal to continue the partnership for another three years through 2019. It was endorsed by all who attended the June 2016 meeting of the group. For more formal partner endorsements of this and other strategic actions, see Appendix B.



Photo by Ray Zemke

As the lead agency for a Kinnickinnic Watershed Partnership, UWRF will do the following:

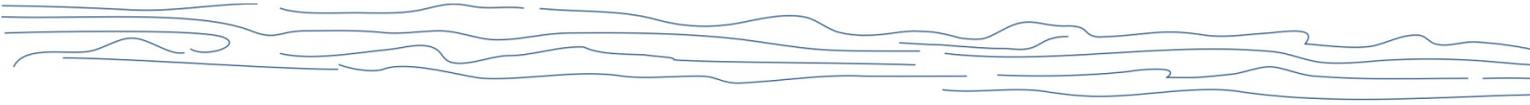
- Coordinate the implementation of the Strategic Action Plan;
- Support student intern Kinnickinnic River watershed focused projects;
- Create a central organizing depository for Kinnickinnic River past, present, and future watershed research, studies, community action outcomes, and other related activities;
- Develop a Kinnickinnic Watershed Partnership tab within the KinniConsortium website;
- Convene quarterly meetings of the watershed partner group; and
- Organize community based educational functions through an annual meeting/presentation.

Strategic Partner Actions

Watershed partners proposed strategic actions that fit with the vision, goals, and objectives of this plan. Those listed here beneath each goal and objectives are initial actions endorsed by partner representatives who attended the final meeting of the group. For a detailed description of each proposed action, see Appendix A. For more formal partner endorsements of the overall plan including strategic actions, see Appendix B.

The Kinnickinnic Watershed Partnership will support these initial actions and consider more in the future. Priority strategic actions not currently sponsored or funded are also listed along with the goals. While the partner group thought these were priorities for implementation, they are not currently “in the works.”

One of the proposed strategic actions was to develop an updated watershed plan which incorporates new information to develop new and updated strategic actions and more thoroughly addresses groundwater management.



RESOURCE GOALS AND OBJECTIVES

It's about the river and the watershed . . .



GOAL. PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY.

OBJECTIVES

- a. Meet coldwater temperature standards in the Kinni and its tributaries to protect and enhance the trout fishery and coldwater ecosystem.
- b. Meet water quality standards for the Kinni:¹
 - Total Phosphorus (75 ug/L)
 - Dissolved Oxygen (6 mg/L, 7 mg/L spawning)
- c. Meet Lake St. Croix Total Maximum Daily Load phosphorus reduction goals: 20% reduction of P by 2020.²
- d. Meet or exceed compliance with MS4 permit – 40% reduction of TSS/TP (City of River Falls).³
- e. Identify and address other water quality contaminants.

EVALUATION

- Coldwater Fishery Monitoring (WDNR Fisheries)
- TMDL Phosphorus Modeling (City of River Falls)
- Cropland Erosion Transect Survey (Pierce County Land Conservation Department and St. Croix County Resource Management Division)
- Stream Monitoring (WDNR, UWRF, Kiap-TU-Wish Chapter, Trout Unlimited, KRLT, USGS, City of River Falls, Citizen Volunteers)
- Watershed Phosphorus and Sediment Modeling (UWRF with Science Museum of Minnesota)

Evaluation (proposed, no current sponsor)

- Targeted monitoring plan
- BMP tracking tool (Further develop to track private owner BMPs and agencies' efforts in addition to counties')

COLD WATER . . .

is critical to survival of trout and the invertebrates which support them.

Optimum Temperature Ranges

Brook Trout: 55-61 °F
Brown Trout: 54-68 °F
Invertebrates: <63 °F

Upper Temperature Limits

Brook Trout: 75 °F
Brown Trout: 77 °F
Invertebrates: 70 °F

Lethal Temperature

Brown Trout: 77-86 °F

The Kinni already exceeds 75°F on some days during the summer. Predicted temperature increases with climate change would further negatively impact trout populations and the entire cold water ecosystem.

Sources:

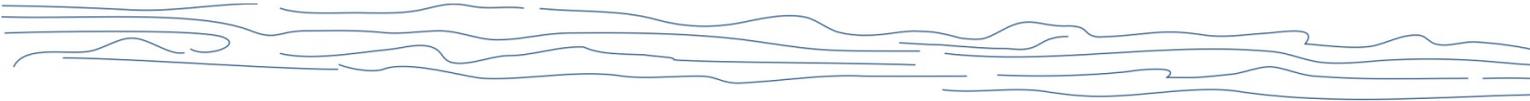
Armour, 1994 (Brown Trout)
Bell, 2006 (Brown Trout)
Cunningham, et.al., 2014 (Brook Trout)
Galli, 1990 (Invertebrates)
Mitro, Lyons, and Sharma, 2011 (Climate Change Impacts)

¹ Water quality standards are established for the Kinnickinnic River and other Wisconsin surface water resources in state regulation NR 102.

http://docs.legis.wisconsin.gov/code/admin_code/nr/100/102

² The Lake St. Croix Total Maximum Daily Load Implementation Plan can be found at <https://www.pca.state.mn.us/water/tmdl/lake-st-croix-excess-nutrients-tmdl-project>

³ The MS4 permit is a stormwater permit for which the City of River Falls is required to meet certain standards and reporting requirements. Information about city's stormwater program is found at <http://www.rfcity.org/index.aspx?nid=251>



STRATEGIC ACTIONS

- Agricultural Best Management Practice Implementation (Pierce County Land Conservation Department and St. Croix County Resource Management Division)
- Lake St. Croix TMDL Participation (St. Croix County Resource Management Division)
- Strategic Conservation Plan (Kinnickinnic River Land Trust)

Strategic Actions (proposed, no current sponsor)

- Strategy for watershed BMP installation (priority practices and locations)



GOAL. MAINTAIN AND ENHANCE INSTREAM AND RIPARIAN HABITAT AND ECOSYSTEM SERVICES IN THE KINNICKINNIC RIVER AND ITS TRIBUTARIES.

OBJECTIVES

- a. Restore degraded instream habitat.
- b. Increase infiltration of precipitation.
- c. Protect and enhance the capacity of the river corridor to provide ecosystem services.

EVALUATION

- Fish surveys with habitat evaluation (WDNR)
- Macroinvertebrate surveys with biometrics such as the MIBI (Macroinvertebrate Index of Biotic Integrity)

STRATEGIC ACTIONS

- Master Plan for Trout Stream Management (WDNR Fisheries)
- Land and Easement Acquisition for Stream Protection, Restoration, and Public Fishing Access (WDNR Fisheries and Wildlife; KRLT)
- Habitat Protection through Limited Beaver Control (WDNR Fisheries)
- Trout Habitat Restoration (WDNR Fisheries)
- State Lands and Easements Management (WDNR Fisheries)



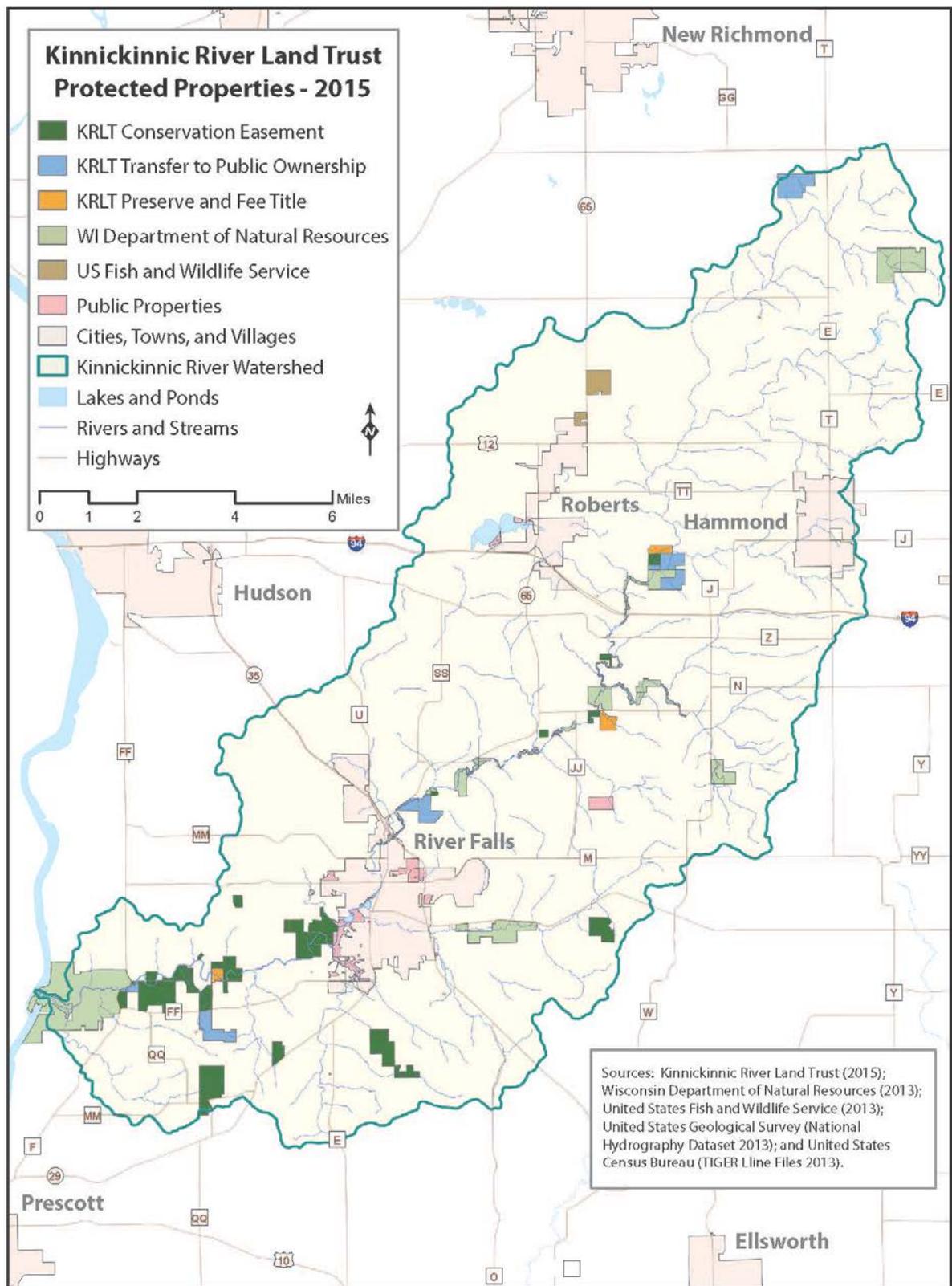
ECOSYSTEM SERVICES INCLUDE:

Provisioning services provide us with tangible, often marketable, products (e.g., food, fiber, water, energy).

Regulating services are benefits people obtain from the regulation of ecosystem processes (e.g., water purification, climate stabilization, flood mitigation, erosion control, pollination, storm protection).

Cultural services are the non-material benefits people derive from the presence of natural ecosystems (e.g., spiritual/religious values, knowledge systems, educational values, inspiration, aesthetics, recreation).

Supporting services allow for the production of other ecosystem services and operate over long time scales (e.g., genetic diversity, species diversity, photosynthesis, cycling of elements, the water cycle).



Department of Geography and Mapping Sciences - University of Wisconsin River Falls (1/2016)



GOAL. RESTORE AND MAINTAIN HABITATS THAT PROVIDE A HEALTHY WATERSHED.

OBJECTIVES

- a. Achieve the restoration goals of the Western Prairie Habitat Restoration Area (WPHRA) where feasible in the watershed. WPHRA goals include the restoration and permanent protection of 20,000 acres of grassland and wetland habitat.
- b. Protect Lower Kinnickinnic forested habitat from River Falls to the St. Croix River.
- c. Restore wetlands to re-connect lost hydrology.

EVALUATION

- Acres of each restored/preserved.

STRATEGIC ACTIONS

- Native Habitat Restoration (WDNR, United States Fish and Wildlife Service)
- Strategic Conservation Plan (Kinnickinnic River Land Trust)



Kinni Watershed Habitats

Dry mesic - mesic hardwoods occur from River Falls to the St. Croix River. Species include high quality sugar maple-basswood forests and also some dry-mesic hardwoods dominated by red and white oaks.

Prairie and oak savanna are native grasslands dotted with oaks and wetlands. These areas are maintained with prescribed burning, mowing, herbicide application, and limited haying and grazing.

<http://dnr.wi.gov/topic/lands/other/wphra.html>

Wetlands are areas where water is at, near, or above the land surface long enough to support water-loving vegetation and to create wet , or hydric, soils. Wetlands are restored, created or protected through acquisition and management of wetland parcels.

<http://dnr.wi.gov/topic/wetlands/>



GOAL. PROTECT AND ENHANCE GROUNDWATER RESOURCES.

- a. Reduce impacts from nonpoint sources of nitrogen and other pollutants.
- b. Encourage infiltration of precipitation to replenish groundwater supplies and cool runoff waters.
- c. Create buffers around direct conduits to groundwater.
- d. Evaluate and address impacts of high capacity wells.

EVALUATION

- Well testing

STRATEGIC ACTIONS

- No current actions identified
- Several actions were identified in the *Nonpoint Source Control Plan for the Kinnickinnic River Priority Watershed Project* and could be re-examined during implementation of this strategic action plan.

GOAL. RESTORE AND MAINTAIN SOIL HEALTH TO SUSTAIN CROPLAND AND SURFACE AND GROUNDWATER QUALITY.

OBJECTIVE

- a. Increase use of agricultural systems that use “continuous living cover” strategies such as cover crop, no till, perennial grains, perennial forage, etc. ⁴

EVALUATION

- Measure soil health

STRATEGIC ACTIONS

- Soil Health Education (WDNR)



Measures of soil health:

- Infiltration rates
- Organic matter %
- Bioactivity
- Carbon sequestration

No-Till Planting

⁴ Described further at <http://greenlandsbluewater.net/>



SOCIAL GOALS

It's about all of us



Kinnickinnic River Watershed Partners

More work is needed to develop more specific objectives and effective strategies to address social goals. It is evident that while current strategic actions may include efforts to involve the public, few are focused specifically on civic engagement. Strategies are emerging, and more focused action is anticipated in these areas.

Objectives and actions for social goals will be pursued further by the Kinnickinnic River Watershed Partnership in the future.



GOAL. ENCOURAGE AND PARTNER WITH THE FARM COMMUNITY TO ENSURE SUSTAINABILITY OF WORKING LANDS AND A HEALTHY RIVER AND WATERSHED.

We need to ensure economic sustainability of working lands in order to achieve desired natural resource outcomes. Non-farming landowners who rent cropland to agricultural producers can be important partners.

STRATEGIC ACTIONS

- South Kinni Farmer-Led Council (Pierce County Land Conservation Department)
- In-field Cropping Practice Research (UWRF)



GOAL. ENCOURAGE AND ENGAGE CITIZENS TO BE ACTIVE RIVER AND WATERSHED STEWARDS.

Our efforts here can focus on building a sense of community around a shared watershed vision and promoting river use and enjoyment. Our sense of place and connection to the land and river can help us all be better stewards. A steward takes responsibility and cares for the river and watershed. Watershed partner actions can raise awareness that everyone's actions have an effect on the river and watershed.

STRATEGIC ACTIONS

- Kinni Consortium (UWRF)
- Kinnickinnic River Corridor Plan (City of River Falls)





GOAL. ENGAGE POLICY MAKERS AT ALL LEVELS OF GOVERNMENT TO VALUE, ENHANCE, AND PROTECT THE RIVER AND ITS WATERSHED.

Decision makers at the town, village, city, state and federal level all impact the Kinnickinnic. We hope to start with increased local involvement, but acknowledge that state and federal policies impact us locally.

GOAL. INVOLVE AND EDUCATE YOUTH TO BECOME CURRENT AND FUTURE LEADERS FOR RIVER AND WATERSHED PROTECTION.

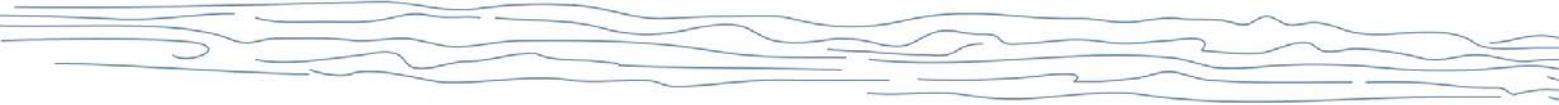
Youth really are the future. Helping youth to experience and understand the river can greatly enhance their lives and prepare them to be future leaders in watershed protection efforts.

STRATEGIC ACTIONS

- Youth Summer Camp (UWRF)
- Undergraduate Courses (UWRF)



Photo by Andy Roth



APPENDIX A. STRATEGIC PARTNER ACTION DETAILS



Watershed partners proposed strategic actions that fit with the vision, goals, and objectives of this plan. Those included on following pages are initial actions endorsed by partner representatives who attended the final meeting of the group.

The Kinnickinnic Watershed Partnership will support these initial actions and consider more in the future. Priority strategic actions not currently sponsored or funded are also listed along with the goals. While the partner group thought these were priorities for implementation, they are not currently “in the works.”



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY.

**STRATEGIC ACTION:
AGRICULTURAL BEST MANAGEMENT PRACTICE IMPLEMENTATION**

SPONSORING ORGANIZATIONS

Pierce County Land Conservation Department (LCD):

- Animal Waste BMPs using small scale Targeted Runoff Management (TRM) grants

St. Croix County Resource Management Division:

- Watershed-wide BMPS using large scale TRM grant

PARTNER INVOLVEMENT

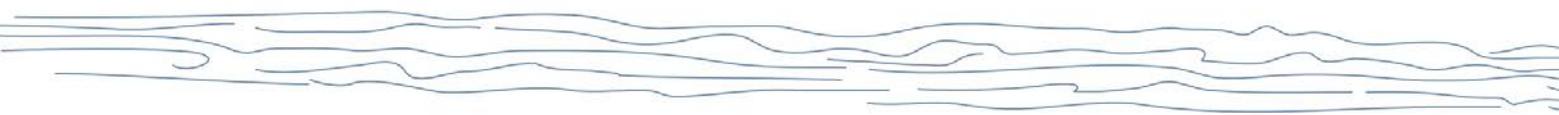
Protection and improvement of the water quality of the Kinni is vital to all other components of this plan. All partners can be involved in promoting conservation measures that work towards this common goal.

Partner support for staff resources for technical assistance may be helpful as staffing decisions are made at the county level.

Monitoring and modeling to identify priority sites and best management practices would help target efforts.

IMPLEMENTATION

Pierce County LCD will use the TRM grant program to provide technical and financial assistance to agricultural landowners with animal waste runoff issues within the Kinnickinnic River watershed.



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY.

**STRATEGIC ACTION:
LAKE ST. CROIX TMDL PARTICIPATION**

PARTICIPATING ORGANIZATIONS

St. Croix County Resource Management Division
Pierce County Land Conservation Department
City of River Falls

IMPLEMENTATION

Annual reports to Wisconsin Department of Natural Resources will track progress toward phosphorus reduction goals.

GIS-based best management practice tracking systems and standard agricultural BMP sediment and phosphorus models (STEPL) will be used.

Urban phosphorus modeling with WinSLAMM (City of River Falls)



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY. (ALSO ALL OTHER GOALS)

STRATEGIC ACTION:
STRATEGIC CONSERVATION PLAN

SPONSORING ORGANIZATIONS

Kinnickinnic River Land Trust
Upper Mississippi Wetlands and Floodplains Land Trust Coalition

PROJECT DESCRIPTION

Develop a Strategic Conservation Plan to refine existing priority conservation areas of the Kinnickinnic River Land Trust for future acquisition of conservation properties and easements in the Kinnickinnic River watershed. This plan will incorporate new data, GIS analysis, and water quality parameters based on guidance and methodologies provided by the national Land Trust Alliance. The plan would be most effective if developed in conjunction with a larger multi-purpose watershed plan that would address and meet the needs of all watershed partners.

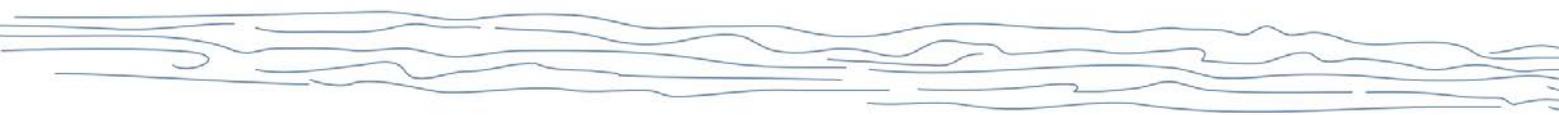
In the planning process, evaluate the potential for water quality improvement through floodplain and wetland protection and restoration in the watershed. Use guidance and a five-step methodology being developed by the Upper Mississippi Wetlands and Floodplains Land Trust Coalition to refine existing priority conservation areas of the Kinnickinnic River Land Trust for future acquisition and/or restoration of floodplain or wetland properties and easements.

PARTNER INVOLVEMENT

Our service area is the Kinni watershed, and most of our private conservancy and conservation programming is carried out in partnership with other public and private conservation partners with programs within the watershed. Updating and upgrading our conservation planning to incorporate water quality parameters will improve the focus and outcomes of our collective work. Federal, state, and county public agencies could help with funding, technical assistance, and data. Conservation NGO's could help through joint programming and funding. Private funding could also be secured through individual donors and foundation funding.

IMPLEMENTATION

Priority Conservation Areas have previously been established based largely on landscape and habitat features. This action would update this past effort with new data, methodologies, and water quality parameters. This action would likely take place in the next 2-3 years pending available funding. Additional scoping of available information and resources is needed to initiate this action.



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY: EVALUATION

**STRATEGIC ACTION:
COLDWATER FISHERY MONITORING**

PROJECT DESCRIPTION

Monitor the health and status of the cold water fishery (primarily trout) throughout the Kinnickinnic River Region. Annually complete long term trend monitoring surveys at CTH F, Glen Park, STH 35 and CTH JJ. Complete rotation surveys on all named trout stream within the Kinnickinnic River Region on an 8 year rotation basis. Survey frequency is dependent on funding.

Monitoring is an important tool to determine the health and status of the resource. Trend and rotational data will help assess accomplishments and failures of the priority watershed project and strategic actions included in this plan.

PARTICIPATING ORGANIZATIONS

WDNR Fisheries Management and survey volunteers

IMPLEMENTATION

This activity is ongoing with data collected beginning in 1996.



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY: EVALUATION

**STRATEGIC ACTION:
TMDL PHOSPHORUS MODELING**

PARTICIPATING ORGANIZATIONS

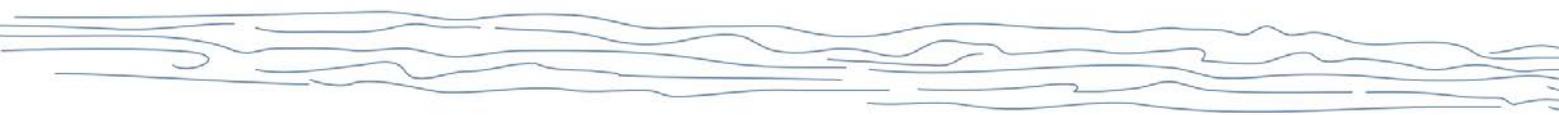
City of River Falls

PARTNER INVOLVEMENT

The modeling will be done by City of River Falls staff using WinSLAMM. City of River Falls will work with UWRF (Jill Coleman Wasik and student) on phosphorus monitoring in key locations.

IMPLEMENTATION

To be completed in 2016.



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY: EVALUATION

**STRATEGIC ACTION:
CROPLAND EROSION TRANSECT SURVEY**

PARTICIPATING ORGANIZATIONS

St. Croix County Resource Management Division
Pierce County Land Conservation Department

PROJECT DESCRIPTION

This annual survey provides a measure of annual average soil erosion across the watershed.

IMPLEMENTATION

St. Croix County is considering adding additional points to improve survey accuracy.



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY: EVALUATION

**STRATEGIC ACTION:
STREAM MONITORING**

PROJECT DESCRIPTION

There are several organizations that monitor water quality of the Kinnickinnic River and its tributaries. Parameters include temperature, sediment, phosphorus and flow, among others.

There is a need for a coordinated monitoring plan. Past data sets can provide insight for future efforts.

PARTICIPATING ORGANIZATIONS

Wisconsin Department of Natural Resources

UWRF

Kiap-TU-Wish Chapter, Trout Unlimited

Kinnickinnic River Land Trust

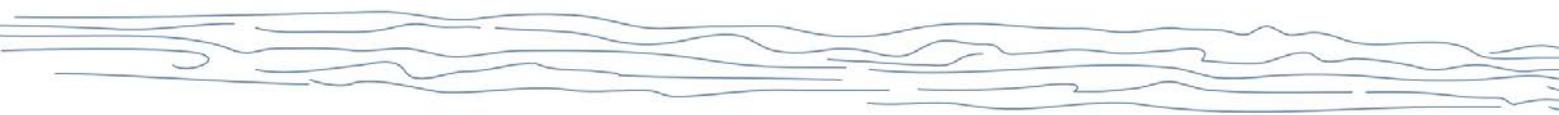
United States Geological Survey

City of River Falls

Citizen Volunteers

PARTNER INVOLVEMENT

UW River Falls has undergraduate research projects to monitor water quality and habitat in the watershed. Input from partners with responsibility for water quality and habitat within the watershed can help define the most useful monitoring projects/identify monitoring needs.



GOAL PROTECT AND IMPROVE KINNICKINNIC RIVER WATER QUALITY: EVALUATION

STRATEGIC ACTION:
WATERSHED PHOSPHORUS AND SEDIMENT MODELING

PROJECT DESCRIPTION

Construct a SWAT model of the Kinnickinnic River watershed as a means of identifying landscape factors and activities crucial to protecting water quality in the river.

PARTICIPATING ORGANIZATIONS

University of Wisconsin River Falls

Science Museum of Minnesota's St. Croix Watershed Research Station

PARTNER INVOLVEMENT

This action is strategic because it will both inform efforts to protect river water quality and help to guide selection and implementation of best management practices in the watershed and serve as a tool for land use planning efforts. Kinnickinnic Watershed Partners with responsibility for implementing BMPs, protecting/preserving land, managing agricultural lands could provide useful feedback to define desired scenarios to be analyzed after the model is constructed. Partners could provide environmental and land use data for use in parameterizing, calibrating, and validating the model.

IMPLEMENTATION

Currently under way; expected completion July 2017



GOAL MAINTAIN AND ENHANCE INSTREAM AND RIPARIAN HABITAT AND ECOSYSTEM SERVICES IN THE KINNICKINNIC RIVER AND ITS TRIBUTARIES. (ALSO COLDWATER TEMP GOAL AND GROUNDWATER GOAL)

STRATEGIC ACTION:
MASTER PLAN FOR TROUT STREAM MANAGEMENT

PROJECT DESCRIPTION

Update the master plan for the management of trout streams and Wisconsin Department of Natural Resources (WDNR) fishery properties in the Kinnickinnic River Region.

SPONSORING ORGANIZATION

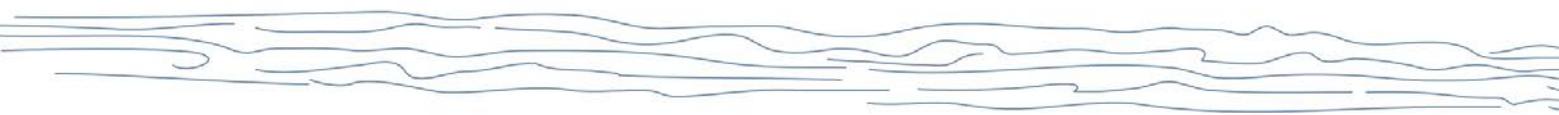
Wisconsin Department of Natural Resources Fisheries Management

PARTNER INVOLVEMENT

The plan update will renew WDNR commitments to the watershed and the community. That includes time, effort, and funding to carry out the master plan goals and objectives which are very similar to the strategic action plan goals. All partners should remain active in any public input opportunities.

IMPLEMENTATION

The Regional and Property Analysis for the development of a master plan for Department of Natural Resources' properties along Trout and Smallmouth streams in the Driftless Area (including Kinnickinnic River) is complete. However completion of the master plan has been on hold for more than a year. Future progress is anticipated.



GOAL MAINTAIN AND ENHANCE INSTREAM AND RIPARIAN HABITAT AND ECOSYSTEM SERVICES IN THE KINNICKINNIC RIVER AND ITS TRIBUTARIES. (ALSO COLDWATER TEMP GOAL AND GROUNDWATER GOAL)

STRATEGIC ACTION:

LAND AND EASEMENT ACQUISITION FOR STREAM PROTECTION, RESTORATION, AND PUBLIC FISHING ACCESS

PROJECT DESCRIPTION

Implement an acquisition program using existing master plan to secure lands for stream protection, restoration, and public fishing access within the approved acquisition boundary. Purchase stream bank easements and fee title land from willing landowners. Secure fee title lands on a limited basis with long term planning and advanced approval.

PARTICIPATING ORGANIZATIONS

Wisconsin Department of Natural Resources Fisheries Management
Kinnickinnic River Land Trust (KRLT)

PARTNER INVOLVEMENT

Continued acquisition of easement and fee title land by WDNR will help meet strategic action plan goals and objectives of protection and enhancement of habitat, infiltration, and water quality. Such efforts will complement other activities by KRLT, City of River Falls and other partners. Partners can aid in identifying landowners who are interested in enrolling in stream bank easements within the approved boundary, making contacts, and processing applications.

IMPLEMENTATION

This is an on-going, long term effort.



GOAL MAINTAIN AND ENHANCE INSTREAM AND RIPARIAN HABITAT AND ECOSYSTEM SERVICES IN THE KINNICKINNIC RIVER AND ITS TRIBUTARIES. (ALSO COLDWATER TEMP GOAL AND GROUNDWATER GOAL)

STRATEGIC ACTION:
HABITAT PROTECTION THROUGH LIMITED BEAVER CONTROL

PROJECT DESCRIPTION

Selectively remove beaver and beaver dams to prevent colonization of important headwater and main stem trout streams within the Kinnickinnic River region. The lack of fire and incidental promotion of early successional woody tree species has resulted in abnormally high populations of beaver, dams and colonies. Such activity has degraded cold water temperature regimes and habitat. A sustained, limited control effort is needed to prevent degradation and maintain cold water ecosystems. This action is part of the Wisconsin Beaver Management Plan.

PARTICIPATING ORGANIZATIONS

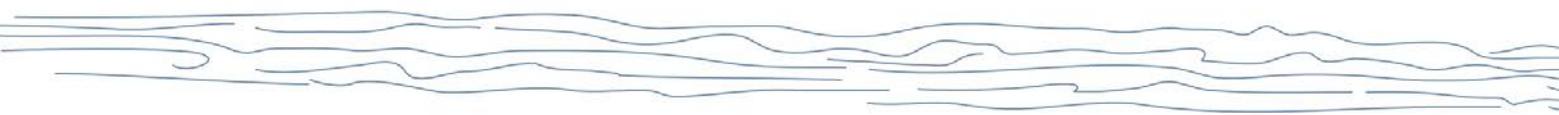
Wisconsin Department of Natural Resources Fisheries Management
Animal and Plant Health Inspection Service (APHIS)

PARTNER INVOLVEMENT

Partners may encourage trapping on private and public lands to assist in the effort.
Reports on recent beaver activity in the control areas would also be helpful to management efforts.

IMPLEMENTATION

This is an ongoing project in the headwaters of the South Fork of the Kinnickinnic River, Parker Creek, and the main stem of the Kinnickinnic River upstream of the City of River Falls.



GOAL MAINTAIN AND ENHANCE INSTREAM AND RIPARIAN HABITAT AND ECOSYSTEM SERVICES IN THE KINNICKINNIC RIVER AND ITS TRIBUTARIES. (ALSO COLDWATER TEMP GOAL)

STRATEGIC ACTION:
TROUT HABITAT RESTORATION

PROJECT DESCRIPTION

Restore degraded trout habitat within the Kinnickinnic River Region as time and funding allow. Use commonly accepted instream habitat techniques to improve cold water temperature regimes, cold water fish communities, trout habitat, trout populations, and size structure.

PARTICIPATING ORGANIZATIONS

WDNR Fisheries Management
Trout Unlimited
Other Partners

PARTNER INVOLVEMENT

Identify and prioritize problem areas needing work

IMPLEMENTATION

Such activity allows the use of dedicated Trout Stamp funds to restore habitat and reduce bank erosion and nutrient input. The use of Trout Stamp funds encourages partnerships and additional fund raising activity to increase the quantity of work in the watershed.

This action is ongoing as time and money permit.



GOAL MAINTAIN AND ENHANCE INSTREAM AND RIPARIAN HABITAT AND ECOSYSTEM SERVICES IN THE KINNICKINNIC RIVER AND ITS TRIBUTARIES. (ALSO COLDWATER TEMP GOAL AND GROUNDWATER GOAL)

STRATEGIC ACTION:
STATE LANDS AND EASEMENT MANAGEMENT

PROJECT DESCRIPTION

Manage state lands and easements within the Kinnickinnic River Region for safe and effective public fishing access, animal exclusion, and other incidental yet compatible outdoor recreational opportunities. Sign property boundaries and public access points. Manage vegetation within the riparian corridor for a desired state such as prairie and oak savanna and control exotic and invasive plants.

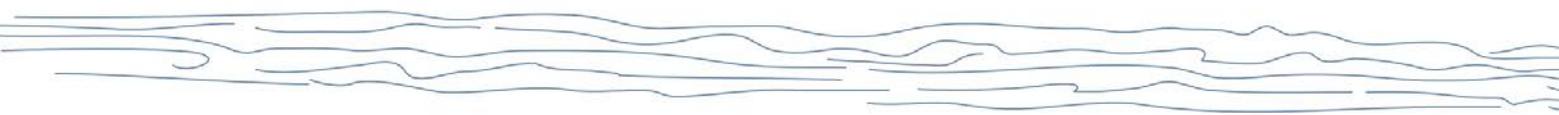
Providing public recreational opportunities places value on a resource which can help promote the protection and enhancement of the watershed. Restricting intense cattle grazing promotes water quality improvement through buffers and control of invasive and exotic vegetation helps promote a healthy native ecosystem.

PARTICIPATING ORGANIZATIONS

WDNR Fisheries Management
WDNR Wildlife Management

IMPLEMENTATION

This action is ongoing.



GOAL RESTORE AND MAINTAIN HABITATS THAT PROVIDE A HEALTHY WATERSHED.
(ALSO WATER QUALITY, GROUNDWATER, PARTNER WITH FARMERS GOALS)

STRATEGIC ACTION:
NATIVE HABITAT RESTORATION

PROJECT DESCRIPTION

Restore native habitats near existing, perpetually secured habitat to enhance landscape level management of wildlife. Create a corridor between existing habitats by targeting restoration of private lands along the river. Restoration of native habitats will enhance the watershed and river by buffering the river from runoff, prevent erosion/siltation, and help improve infiltration.

PARTICIPATING ORGANIZATIONS

US Fish and Wildlife Service
Wisconsin Department of Natural Resources
Kinnickinnic River Land Trust
St. Croix and Pierce Counties
Natural Resource Conservation Service
Farm Service Agency

PARTNER INVOLVEMENT

Work with private landowners through Farmer-led Council, NRCS, FSA, DNR, USFWS to create buffers on working lands.

Providing data regarding soil erosion, runoff, and problem areas along the river will help strategically implement restoration/private land work and help stretch conservation dollars (more bang for our buck).

IMPLEMENTATION

The activity is underway. Creating a larger initiative for restoration/watershed protection would greatly enhance the work currently being done.



GOAL RESTORE AND MAINTAIN SOIL HEALTH TO SUSTAIN CROPLAND AND SURFACE AND GROUNDWATER QUALITY.

STRATEGIC ACTION:
SOIL HEALTH EDUCATION

PROJECT DESCRIPTION

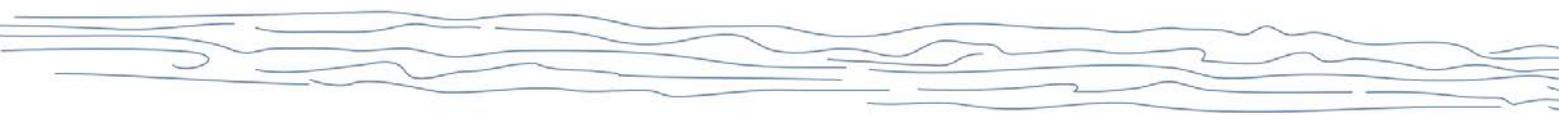
Educate farm producers about soil health.

PARTICIPATING ORGANIZATIONS

WDNR

Pierce County Land Conservation

USDA – Natural Resources Conservation Service



GOAL ENCOURAGE AND PARTNER WITH THE FARM COMMUNITY TO ENSURE SUSTAINABILITY OF WORKING LANDS AND A HEALTHY RIVER AND WATERSHED.

STRATEGIC ACTION:
SOUTH KINNI FARMER-LED WATERSHED COUNCIL

PROJECT DESCRIPTION

Continue technical support to the South Kinni Farmer-Led Watershed Council.

PARTICIPATING ORGANIZATIONS

Pierce County Land Conservation Department
Wisconsin Department of Agriculture, Trade and Consumer Protection
McKnight Foundation

PARTNER INVOLVEMENT

All partners can be involved in promoting conservation measures that work towards this common goal.

IMPLEMENTATION

This effort began in 2014 with the formation of the Rocky Branch Farmer Led Watershed Council. In 2015, the South Fork sub-watershed area was added to the project. There are plans to continue this effort for many years into the future.



GOAL ENCOURAGE AND PARTNER WITH THE FARM COMMUNITY TO ENSURE SUSTAINABILITY OF WORKING LANDS AND A HEALTHY RIVER AND WATERSHED.

STRATEGIC ACTION:
IN-FIELD CROPPING PRACTICES RESEARCH

PROJECT DESCRIPTION

Develop undergraduate research projects to study agricultural practices (e.g., no-till, cover crops, native prairie vegetation mixed with row crops, round-up ready alfalfa strips mixed with corn) that will be most beneficial to habitat and water quality in the Kinnickinnic River watershed while protecting the economic viability of agricultural landscapes.

Agriculture comprises the largest land use activity in the Kinnickinnic River watershed and productive practices that also protect habitat and water quality may have substantial impacts on these goals.

PARTICIPATING ORGANIZATIONS

UWRF

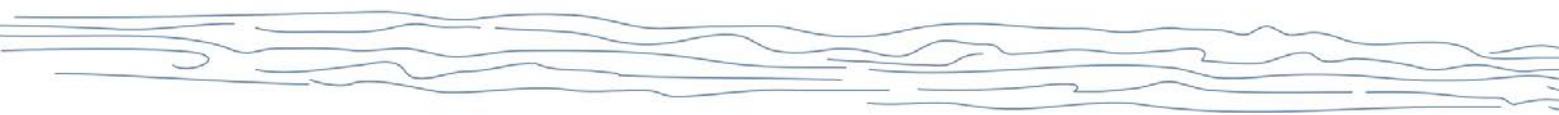
Science Museum of Minnesota's St. Croix Watershed Research Station

PARTNER INVOLVEMENT

Any partners who work with and/or are a part of the agricultural community in the watershed could aid this effort. Partners could provide information about current agricultural practices in the watershed, soil health, and types of practices that landowners/producers are willing to implement/try.

IMPLEMENTATION

Proposed for the near future, beginning fall 2016 through summer of 2019.



GOAL ENCOURAGE AND ENGAGE CITIZENS TO BE ACTIVE RIVER AND WATERSHED STEWARDS.

STRATEGIC ACTION:
KINNI CONSORTIUM

PROJECT DESCRIPTION

The Kinni Consortium will host an annual meeting/workshop that is open to the watershed public. The annual meeting will serve to disseminate information about Kinnickinnic Watershed Partnership activities and initiatives and UWRP research and gather information about citizen beliefs about, attitudes toward, and perceptions of risks within the watershed.

This action is strategic because it fills the gap between the activity of watershed management organizations and the public.

PARTICIPATING ORGANIZATIONS

UWRP

PARTNER INVOLVEMENT

Any partner who needs an educational outlet for their organization or desires public input should be involved in planning and carrying out this meeting. Input, ideas, and feedback from partners would be helpful in determining meeting activities.

IMPLEMENTATION

Tentatively proposed to begin around May 2017.



GOAL ENCOURAGE AND ENGAGE CITIZENS TO BE ACTIVE RIVER AND WATERSHED STEWARDS. (ALSO POLICY MAKER GOAL)

STRATEGIC ACTION:
KINNICKINNIC RIVER CORRIDOR PLAN

PROJECT DESCRIPTION

Complete planning process for Kinni River Corridor within city of River Falls. While the process will examine removing or keeping the dams, the plan is much more than “dams or no dams.” Project phases include Phase 1: Public engagement, recommendation on dam removal; Phase 2: Science and engineering; Phase 3: Design. The plan will be a living document.

PARTICIPATING ORGANIZATIONS

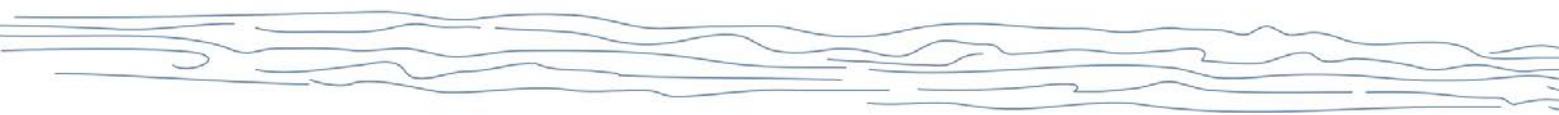
City of River Falls Community Development Department
National Park Service Rivers and Trails

PARTNER INVOLVEMENT

The Kinni Corridor planning process will provide numerous opportunities to involve the public in determining the long term vision for the Kinni through the City. All Kinnickinnic Watershed Partners are encouraged to participate in the process as opportunities become available.

IMPLEMENTATION

The consultant hiring process is underway in June 2016. The proposed time frame for the planning process spans 2-3 years.



GOAL INVOLVE AND EDUCATE YOUTH TO BECOME CURRENT AND FUTURE LEADERS FOR RIVER AND WATERSHED PROTECTION.

**STRATEGIC ACTION:
YOUTH SUMMER CAMP**

PROJECT DESCRIPTION

UWRF will host an annual summer camp for youth in grades 6-8 that will introduce participants to concepts such as ecosystem services, land use decision-making, agroecosystems, and ecological restoration.

This action is strategic because it introduces youth to many of the issues that Kinnickinnic Watershed Partners confront in trying to maintain a healthy, productive watershed. The curriculum developed for the camp will also inform SMM-KAYSC informal science education efforts in the Twin Cities.

PARTICIPATING ORGANIZATIONS

UWRF

St. Croix Valley Carpenter Nature Center

Science Museum of Minnesota's Kitty Andersen Youth Science Center

PARTNER INVOLVEMENT

Partners may be involved as guest speakers/activity leaders in future summers.

IMPLEMENTATION

Underway; the first camp will take place the second week of August, 2016 with 2 more camps to follow in summers 2017 and 2018.



GOAL INVOLVE AND EDUCATE YOUTH TO BECOME CURRENT AND FUTURE LEADERS FOR RIVER AND WATERSHED PROTECTION.

**STRATEGIC ACTION:
UNDERGRADUATE COURSES**

PROJECT DESCRIPTION

UWRF will offer a course that introduces undergraduate students majoring in crops and environmental science/conservation to concepts such as ecosystem services, land use decision-making, agroecosystems, and ecological restoration. The course will facilitate interaction between students and external stakeholders as well as emphasize student reflection about issues promoting or detracting from the sustainability of the practices at these locations.

This action is strategic because it introduces future resource managers to many of the issues that Kinnickinnic Watershed Partners confront in trying to maintain a healthy, productive watershed.

PARTICIPATING ORGANIZATIONS

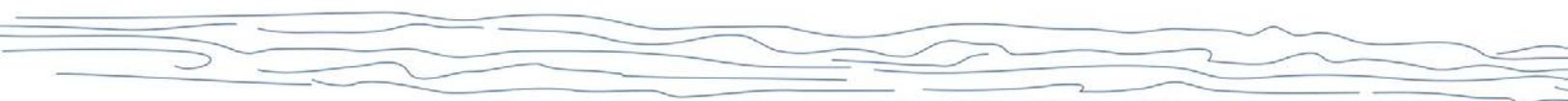
UWRF

PARTNER INVOLVEMENT

Partners may be involved as guest speakers, resources for student projects, and/or external stakeholders. Partners can provide access to innovative solutions undertaken to solve watershed issues that can serve as case studies for students.

IMPLEMENTATION

Underway; course will be offered fall semesters 2016, 2017, and 2018.



APPENDIX B. PARTNER ENDORSEMENTS

TO BE REQUESTED WITH FINAL DRAFT OF PLAN AFTER JULY 1

Thank you for your commitment to protecting and improving the Kinnickinnic River and its watershed.

Please request a letter on organization letterhead and signed by appropriate authority with the following:

- Endorsement of the vision, goals, and objectives of the Kinnickinnic River Strategic Action Plan
- Pledge/commitment to continuing participation in the Kinnickinnic Watershed Partnership with UW River Falls as the lead coordinating agency
- Endorsement of strategic actions described in Appendix A.
- Pledge/commitment to implementation of the following strategic actions (list and include timeframe)

Please send an image of your logo (or a photo of yourself) if you would like this to be included in the plan.



APPENDIX C. RESOURCE DOCUMENT SUMMARIES

Bonestroo, Rosene, Anderlik & Associates. Lake George Area Stormwater Treatment Concept Plan. Final Report. April 2005. City of River Falls.

FROM THE EXECUTIVE SUMMARY:

This project follows up on the *Water Management Plan for the Kinnickinnic River and Its Tributaries* completed in 1995, and the *Lake George Management Plan* completed in 1996. The 1995 plan identified the reconfiguration of Lake George as a potential project to decrease thermal and other pollutant loads to the river, and to complement possible future efforts by the City to link the City center to the river corridor. The *Lake George Management Plan* recommended converting Lake George to an artificial wetland and stream channel.

The purpose of this project was to develop an overall management strategy for that portion of the Upper Dam Minor Watershed of the Kinnickinnic River watershed, which includes downtown River Falls and Lake George.

In addition to evaluating reconfiguration alternatives for Lake George, this project examined the 176-acre watershed that drains untreated runoff directly to the river from just above Division Street to the Lake George dam. This examination included an identification and evaluation of watershed treatment practices for possible implementation to help reduce total suspended solids and thermal loads to the river from existing developed areas.

The second phase of this project looked at various options for reconfiguring Lake George itself. There was strong interest in making sure that any reconfiguration alternative selected has a demonstrable positive effect on thermal regimes in the river below Lake George dam under both baseflow and runoff conditions.

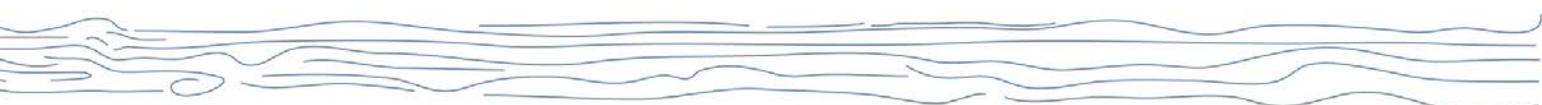
After evaluating several alternatives, a reconfiguration alternative was selected and is described in the report and executive summary.

Center for Watershed Protection. Kinnickinnic River Watershed Plan: Phase 1. January 2013.

This report provides recommendations for tracking best management practices (BMP) implementation and estimating pollutant load reductions in the Watershed.

This report includes the following:

1. Problems associated with tracking practices. Examples may include: procedures for tracking temporary practices, or potential gaps resulting in underreporting of some practices.
2. Methods currently used to calculate BMP efficiencies in the Watershed.
3. Inconsistencies between techniques (e.g., BMPs where different efficiencies were assigned).
4. Coefficients and loading rates for more detailed land uses (e.g., crop type versus a broad "agricultural" classification). *Tracking representative/normal conditions in a given subwatershed can be used to compare loads in different time periods (p 10).*
5. Measures to calculate benefits of multiple practices applied on a single property.
6. Gaps in knowledge after this initial data review.
7. Ownership and use of the tracking and reporting tool.
8. Conclusions and blueprint for development of the tracking tool.



This report will provide the basis for developing the second phase of the project that includes developing a BMP Tracking tool for which funding is being sought by the KRLT. [Note that the second phase was not pursued.] Page 16 includes a flow chart illustrating BMP tracking and how tracking could influence estimates of watershed loading.

City of River Falls – Hydroelectric Operations Options. Executive Summary. 2014.

The City of River Falls owns and operates two hydroelectric facilities located on the Kinnickinnic (Kinni) River. The Kinni River is designated as a Class 1 trout stream upstream and downstream of the project, and agencies and other stakeholders expressed interest in evaluating options that may result from facilities being removed.

The City of River Falls contracted with TRC to provide an alternatives analysis to assist in determining the course of action for the facilities. A list of studies and costs is compiled for each of 5 options. Costs of studies range from \$2,000 to \$4,450,000.

Farmer Led Watershed Council. The St. Croix/Red Cedar River Basin Farmer-Led Watershed Council Project: Utilizing Performance-Based Farm-Led Watershed Councils to Reduce Phosphorus Runoff, Improve Water Quality and Enhance Agricultural Productivity. May 2014.

This 4-page handout describes how farmer-led councils work in four pilot watersheds in Wisconsin to encourage phosphorus reductions from agriculture. Projects are based on successful examples in Iowa. The methods are to:

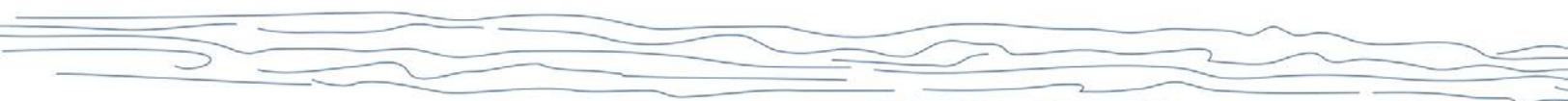
- 1) Develop the farmer led councils with support of UW Extension and County (including Pierce and St. Croix) staff.
- 2) Conduct phosphorus loading inventories (P-indexing) for tracking and targeting.
- 3) Implement and track phosphorus reductions
- 4) Farmer councils identify BMPs and encourage their adoption.

Fritz, Dennis. Priority Watershed and Priority Lake Program Final Report. Pierce County. Kinnickinnic River Priority Watershed. April 2011.

The priority watershed plan was prepared from 1997-98 (approved 1999). Implementation ran from 1999-2010. The plan assessed nonpoint sources of water pollutions and identified best management practices (BMPs) to control pollutants. It also guided implementation of BMPs and was the basis for providing county local assistance grants and cost sharing available to landowners.

The Kinnickinnic River watershed is 174 square miles, and is located in St. Croix and Pierce Counties within the St. Croix River Basin. Gently rolling agricultural land comprises most (78 percent) of the watershed. Dairy farming and cash cropping are the primary enterprises, with the average farm size being 205 acres. Woodlands, wetlands and natural areas cover 17 percent of the watershed.

Urban land uses cover 5 percent of the watershed. Incorporated areas include the cities of



Prescott and River Falls, and the villages of Hammond and Roberts. About 25,300 people lived in the Watershed, with approximately 70 percent in cities or villages. Towns and villages had a growth rate over the last decade of about 20 percent. Regional trends suggest that the watershed's population will continue to expand rapidly. St. Croix County Townships in the watershed are Hammond, Warren, Kinnickinnic, Troy, Baldwin, Erin Prairie, Emerald and Hudson. Pierce County Townships are River Falls and Clifton.

The Kinnickinnic River is a high quality, COLD Class I trout fishery that originates in agricultural lands in St. Croix County, flows through City of River Falls and eventually drains through Pierce County to the St. Croix River. In rural areas of the watershed, the river is primarily impacted by agricultural runoff, flashy stream flow, and sedimentation. As the stream flows through River Falls, it is also thermally impacted by urban stormwater runoff and two shallow impoundments (known locally as Lake George and Lake Louise). The Kinnickinnic River, except the reach within the City of River Falls has been designated as an Outstanding Resource Water by the State of Wisconsin.

In 1997, approximately 24,300 people were estimated to live within the KNC watershed. Of the estimated, 14,900 people living within the Pierce County watershed boundaries, approximately 200 were eligible for cost sharing.

- Number of landowners/operators eligible for cost-sharing and easements: 200
- Number of landowner contacts during the project: 1470
- Number of eligible landowners participating during the project: 70

A list of BMPs installed and their cost is included in the document.

All identified critical areas were corrected.

The report describes educational activities implemented and ordinances developed by the County and the City of River Falls. The City of River Falls also completed planning documents (summarized separately) and implemented stormwater practices.

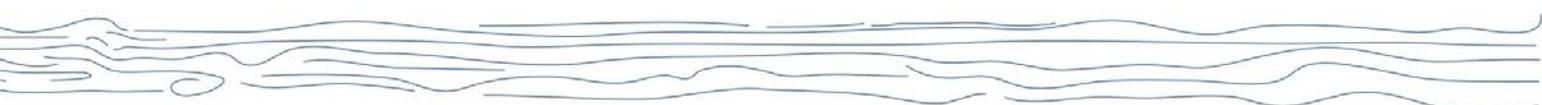
Urban Nonpoint Source Project Component

Together the Cities of River Falls and Prescott, and the Villages of Hammond and Roberts comprise about 7,000 urban acres. The City of River Falls straddles the Kinnickinnic River at the center of its watershed, and thermal impacts of development on the river are a major concern.

City of River Falls is information and education partnership in the Eau Claire area called Rain to Rivers.

City of River Falls in partnership with KKRLT: Rain Garden Demonstration Project (2004). A total of about ten rain gardens were cost-shared through the KNC PWS project--at schools and elsewhere in the City of River Falls.

City demonstration project (2007) to reduce stormwater outflow with raingardens. Storm water retrofit infiltration practices included curb bump-outs that allowed runoff to infiltrate in vegetated depressions, permeable concrete roadside curb areas, and pervious pavers in low traffic alleys.



Plans and Ordinances

- City of River Falls Stormwater Management Ordinance (adopted 2002, updated 2005 & 2007)
- City of River Falls Utility Ordinance (1997)
- City of River Falls Illicit Discharge & Connection Ordinance (2007)
- City of River Falls Wellhead Protection Ordinance (2001)
- Village of Roberts-Stormwater Management Plan (USP grant-2007)
- Village of Roberts-Construction Site Erosion Control Ordinance (USP grant-2006)
- Village of Roberts-Post Construction Stormwater Management Ordinances (USP grant-2006)
- Village of Roberts-Wellhead Protection Plan (USP grant-2006)

Sediment and phosphorus reductions are partially reported and difficulties with tracking and reporting are noted.

Kiap-TU-Wish Chapter, Trout Unlimited. *Urban Storm Water Impacts on a Coldwater Resource*. 1995.

Kiap-TU-Wish Chapter, Trout Unlimited. *A Storm on the Horizon (video)*. 1998.

Kiap-TU-Wish Chapter, Trout Unlimited. *Managing Storm Water in Wisconsin: A Local Partnership Protects the Kinnickinnic River*. 2003.

Kinnickinnic River Land Trust. *Kinnickinnic Watershed Public Recreation Map*. 2014.

Fold out color map describes the watershed and land trust. It also maps and describes KRLT preserves and easements, DNR land and easements, USFWS WPAs, public parks, and river access.

LimnoTech. *Implementation Plan for the Lake St. Croix Nutrient Total Maximum Daily Load*. February 2013.

Table of Contents (attach)

TMDL baseline = 1992

County P reduction goals established. Annual implementation tracking planned.

Heavy emphasis on community engagement for implementation.

Metropolitan Council Environmental Services. 1998. *Guidance for Watershed Stewardship, Lower St. Croix River: A Stream Protection Strategy*.

Minnesota Department of Agriculture. 2014 Final Project Report for Identifying Priority Management Zones for Best Management Practice Implementation in Impaired Watersheds.

Critical Source Areas (CSAs) are defined as portions of the landscape that combine high pollutant loading with a high propensity to deliver runoff to surface waters. These areas have a higher likelihood of conveying more pollutants to surface waters than other portions of the landscape. Priority Management Zones (PMZs) are regions of the watershed targeted for conservation practices that address disproportionate or large pollutant loads.

Three main factors contribute to the identification of CSAs: the magnitude of pollutant sources, the transport potential and the risk for erosion. Depending on the pollutant and receiving water, some combination of these three factors can be used for prioritization and targeting of CSAs. PMZs, in turn, can be characterized by three areas of emphasis: source reduction, interception treatment, and in-channel assimilative capacity. New tools and technology make it possible to target conservation practices to areas of the landscape where they are needed most. With the increasing availability of LiDAR data for Minnesota, there is greater potential for rapid landscape assessments that help identify CSAs and PMZs. The primary goals and objectives for this project involve the development of a process that:

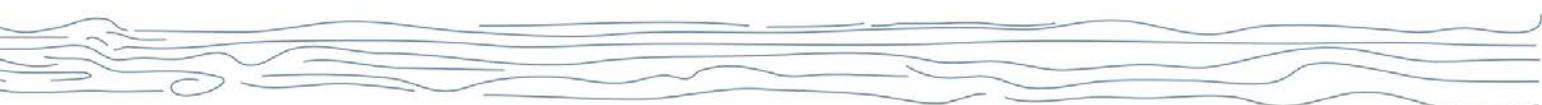
- Provides a scalable, streamlined approach that combines GIS terrain and spatial analysis techniques with targeted site visits for pinpointing vulnerable lands where conservation implementation and funding will provide the most beneficial water quality improvements
- Provides repeatable and measurable methods for ranking vulnerable sites during funding applications
- Is flexible and allows for increasing complexity from the integration of other sources of data (modeling, soils, land cover, pourpoint stability, phosphorus indices, etc.) with terrain attributes to enhance decision-making
- Quickly and efficiently analyzes large watershed areas and quantifies manageable number of high potential sites in a target area
- Facilitates the development of watershed restoration and protection strategies
- Supports funding requirements that implementation projects be:
 - o Prioritized
 - o Targeted
 - o Measurable
- Assists with initiating conversations with agricultural producers that provides visual communication regarding potential conservation activities will visualize the issues and potential solutions.

The report is intended to be an operation handbook or manual that provides combined guidance for watershed practitioners to use in identifying and prioritizing CSAs and delineating PMZs for optimum placement of conservation measures based on source magnitude, hydrologic connectivity and delivery mechanisms/erosion potential.

Minnesota Pollution Control Agency and Wisconsin Department of Natural Resources. Lake St. Croix Nutrient Total Maximum Daily Load. May 2012.

Table of Contents attached.

Uses export coefficient for watershed modeling. Ag Target: 0.338 lbs/acre/year.



Short Elliot Hendrickson. *City of River Falls Water Management Plan for the Kinnickinnic River and Its Tributaries.*
April 1995. (399 pages)

The planning area encompasses approximately 64 square miles. This is the major urbanized area associated with the Kinni and two major tributaries: the South Fork (which flows through the 185-acre UW-River Falls campus) and the Rocky Branch.

The general approach of the study is to deliver good quality storm water runoff to the Kinnickinnic River at acceptable rates and volumes to reduce sediment loading and stream bed/stream bank degradation and maintain a suitable river temperature to support a cold-water fishery.

The study addresses the following:

- Thermal pollution
- Flooding as it relates to bank erosion and habitat degradation
- Sediment delivery
- Pollutant loading including nutrients and heavy metals
- Ground water

Policies and standards are described to meet the following goals:

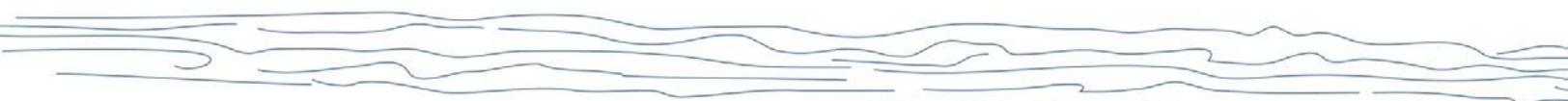
1. Control flooding and minimize related public capital expenditures.
2. Achieve water quality standards in city lakes (impoundments) and the Kinnickinnic River and its tributaries, consistent with intended uses and classifications.
3. Protect and enhance water recreational facilities, fish and wildlife habitat.
4. Increase public participation and knowledge in management of the water resources of the community.
5. Promote ground water recharge, prevent contamination of the aquifers and protect spring areas.
6. Maintain wetland acreage and increase the wetland values within the planning area.
7. Prevent soil erosion.
8. Assume responsibility for managing water resources within the planning area and recognize the regulatory authority of other local, state and federal entities.
9. Finance water resources projects by means that are equitable to all citizens.
10. Preserve historical data, records, and files pertaining to the water resources of the planning area.

This detailed report divided the planning area into 7 watersheds which were further divided into subwatersheds for water quality modeling and stormwater infrastructure analysis. An action plan for each area identified problems, solutions, and activity steps, resources, measurement and target completion date.

The plan also examines groundwater and potential new city well location and impacts – including impacts to the Kinni River and wellhead protection areas impact to the well water itself.

A public involvement action plan is supported and laid out.

An implementation plan reviews implementation steps, responsibilities, ordinances, financing, and plan review and update procedures. Extensive appendices provide design and modeling standards, thermal mitigation techniques, soil association descriptions, a model ground water protection ordinance, and stream habitat improvement techniques.



Schreiber, Ken. Wisconsin Department of Natural Resources. Kinnickinnic River Priority Watershed Surface Water Resource Appraisal Report. 1998.

Short Elliot Hendrickson, Prepared for the City of River Falls Engineering Department. City of River Falls North Kinnickinnic River Monitoring Project. December 2013.

In 2002, the City adopted a new [Storm Water Ordinance](#), which is designed to protect the Kinnickinnic River from the negative impacts of storm water runoff associated with new development. For new development and re-development projects, the ordinance requires that, for a 1.5-inch, 24-hour rainfall event, the post-development runoff volume and peak flow rate must not exceed the predevelopment runoff volume and peak flow rate using on-site infiltration of storm water. Standards adopted under the ordinance require that a safety factor of two be used for designing infiltration areas.

To take an active role in sustaining the river's health and well-being, the City of River Falls implemented the North Kinnickinnic River Monitoring Project in 2004. The goal of the project is to evaluate the effectiveness of the Storm Water Management Ordinance for preventing degradation of the Kinnickinnic River due to new City development. The project scope includes four primary monitoring elements:

- Temperature Monitoring
- Water Quality Monitoring
- Base Flow Surveys
- Macroinvertebrate Monitoring

The project uses an “upstream/downstream” approach to determine if storm water management practices in the Sterling Ponds subdivision protect downstream river conditions and examines performance of the on-site storm water management practices incorporated into new developments.

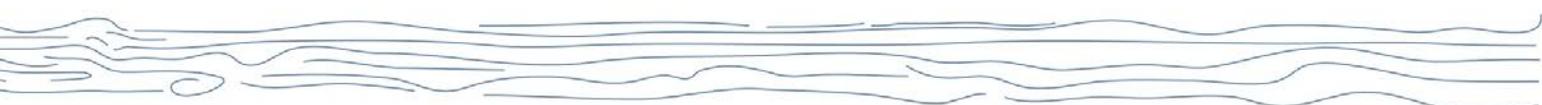
Thermal spikes were observed following storm events on specific stream segments. The performance of Sterling Ponds storm water management practices during the summer of 2013 is presented. With the exception of two very large rain events on June 21 (1.59 inches) and June 26 (2.31 inches) and a small-moderate rain event on June 22 (0.44 inch), all summer (May-September) rainfall events were fully infiltrated, as required by the River Falls Storm Water Management Ordinance.

Temperature monitoring of the Sterling Ponds storm water management practices during the 2005-2013 period indicates that storm water discharges to Sumner Creek are occurring:

- During rain events larger than 1.5 inches (2005-2007 and 2009-2013);
- During back-to-back rain events, when rainfall amounts range from 0.44-1.5 inches and time periods between rain events are less than 48 hours (2006, 2007, 2011, and 2013);
- During very intense rain events, when rainfall amounts range from 1.0-1.5 inches (2008).

Schreiber, Ken. Wisconsin Department of Natural Resources. Kinnickinnic River Priority Watershed Surface Water Resource Appraisal Report. December 1998.

The appraisal included monitoring of water flow, chemistry, and temperature at 7 sites on 3 streams in 1996 and 11 sites on 3 streams in 1997. It also monitored storm sewers and conducted fish surveys, habitat and macroinvertebrate assessments, and lake surveys. Results are reported and resource goals are developed for the watershed and individual subwatersheds. Subwatershed conditions are described.



Swanson, Roger A. and Samuel F. Huffman. University of Wisconsin River Falls. *Lake George Management Plan*. January 1996.

The plan uses the results of previous studies, sediment testing, and a public opinion survey to examine four alternatives for management of Lake George in the city of River Falls.

Alternative I - Do nothing option - this option assumes that Lake George is currently being managed in the most productive manner possible.

Alternative II – Remove the hydroelectric dam which creates the 18-acre Lake George impoundment.

Alternative III - Dredge to restore Lake George to a more "healthy lake ecosystem"

Alternative IV – Construct an artificial wetland/stream channel by constructing a berm to reroute stormwater from downtown to a wetland treatment area. This berm would also serve to more directly channel and maintain the cold water habitat for trout both in the lake and in the lower Kinnickinnic.

Alternative IV is selected as the recommended alternative.

Voss, Karen. *Priority Watershed and Priority Lake Program Final Report. St. Croix County. Kinnickinnic River Priority Watershed. (Draft)*. January 2011.

Of the estimated 9,400 people living within the St. Croix County watershed boundaries, approximately 2,500 were eligible for cost sharing.

- Number of landowners/operators eligible for cost-sharing and easements: 2,500
- Number of eligible landowners contacted during the project: 2,500
- Number of eligible landowners participating during the project: 63

A list of BMPs installed and their cost is included in the document.

All identified critical areas were corrected.

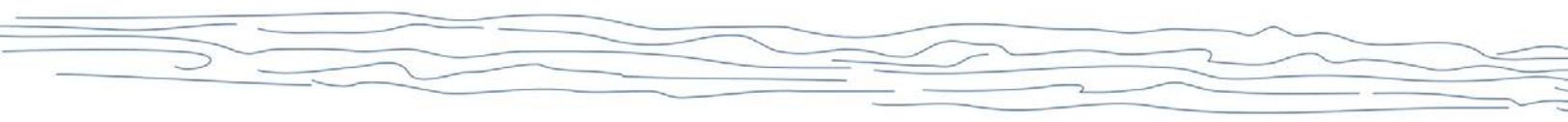
Sediment and phosphorus reductions are partially reported.

University of Wisconsin River Falls (www.uwrf.edu/News/). *UW- River Falls Faculty Receive Undergraduate Research and Discover Grant to Create Kinni Watershed Consortium*. December 2014.

Assistant professors Blades and Coleman-Wasnik received a \$30,000 UW System Undergraduate Research and Discovery Grant to create a "Kinnie Watershed Consortium to better coordinate research efforts, engage the community, and ultimately lead to the implementation" of BMPs for the Kinnickinnic River. Undergraduates will develop a web-based portal and associated public symposium. Other students will monitor water quality and habitat in the Kelly Creek Preserve. Contact: laura.walsh@uwrf.edu (715-425-3535)

Wisconsin Department of Natural Resources. Fisheries Management. *Stream Classification Report Kinnickinnic River*. 2015.

Wisconsin Department of Natural Resources. Pierce County. *KNC BMP Summary (Xcel Spreadsheet)*



Wisconsin Department of Natural Resources. *Summary of Barnyard P Reductions, Sediment Load Reductions, and Critical Sites Corrected (Xcel Spreadsheet).*

Wisconsin Department of Natural Resources. *General Permit to Discharge Under the Wisconsin Pollutant Discharge Elimination System WI – S050075-2.* <http://dnr.wi.gov/topic/StormWater/documents/WPDES-WI-S050075-2.pdf>

Wisconsin Department of Natural Resources. *River Planning Grant Agreement. Kinni River Community Report. Grant Agreement RP-237-13.*

Wisconsin Department of Natural Resources. *TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance.* <http://dnr.wi.gov/topic/stormwater/documents/MS4TMDLImpGuidance.pdf>

Wisconsin Department of Natural Resources, et. al. *Nonpoint Source Control Plan for the Kinnickinnic River Priority Watershed Project. April 1999.*

Blog Posts

<http://kinniconsortium.org>

<http://blogs.ces.uwex.edu/wflcp/>

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Terry Kusilek Operations Superintendent

DATE: September 27, 2016

TITLE: Approve Sale of 1992 SnoGo Snow Blower and spare parts

RECOMMENDED ACTION

Approve the sale of the City-owned 1992 SnoGo Snow Blower and spare parts to William L. Butler of Tuscarora, Maryland, for \$28,500.

BACKGROUND

The City Council approved the replacement of the 1992 SnoGo Snow Blower in March 2016. At the time of replacement, the City Council authorized staff to sell the 1992 snow blower with a minimum sale price of \$35,000 as recommended by staff. We have not received any offers for that amount.



DISCUSSION

The City advertised the 1992 SnoGo snow blower on Public Surplus Auction twice with no bids at the reserve price. Staff has also had the snow blower advertised on Machinery Trader for more than 60 days with no serious inquiries. William L. Butler was the high bidder the second time we advertised the snow blower on Public Surplus with a high bid of \$15,500.00. Staff has negotiated with Mr. Butler to the current offer of \$28,500. This offer was discussed with Mike Stifter, Operations Director, and Julie Bergstrom, Finance Director/Assistant City Administrator. Both agree with the recommendation to sell the snow blower and spare parts for \$28,500 in lieu of keeping the unit and trying to resell in the future. This unit will be sold as is with no warranty. Mr. Butler will pay for transportation costs to Maryland.

Memorandum to Mayor and City Council

September 27, 2016

Page 2

Recommendation

Staff recommends selling the city owned 1992 SnoGo snow blower and spare parts to William L. Butler of Tuscarora, Maryland, for \$28,500.

CONCLUSION

Approve the sale of the 1992 SnoGo snow blower and spare parts to William L. Butler for the price of \$28,500. Sale proceeds will be used to reduce the amount of financing needed for the replacement purchase.



RESOLUTION NO.

**RESOLUTION APPROVING THE SALE
OF THE 1992 SNOGO SNOW BLOWER MODEL MP3D AND SPARE PARTS**

WHEREAS, the City replaced the 1992 SnoGo Snow Blower earlier this year and has had the snow blower advertised for sale; and

WHEREAS, the City of River Falls has received an offer in the amount of \$28,500.00 for the 1992 SnoGo Snow Blower and spare parts from William L. Butler of Tuscarora, Maryland; and

WHEREAS, the 1992 SnoGo Snow Blower will be sold with no warranty in "as is" condition and Mr. Butler will be responsible for all transportation costs to Maryland; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the sale of the 1992 SnoGo brand snow blower and spare parts to William L Butler for \$28,500.00.

Dated this 27th day of September, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

TO: Mayor Toland and City Council

FROM: Keri Schreiner, Management Analyst

DATE: September 27, 2016

TITLE: Resolution Supporting a Change in the State's Transportation Funding Model

RECOMMENDED ACTION

Adopt the resolution supporting a change in the State of Wisconsin's transportation funding model. Adoption of this resolution is intended to show support in finding a solution to sustainably funding Wisconsin's transportation system to state officers and legislators.

BACKGROUND

The [Transportation Development Association of Wisconsin](#) (TDA) was founded in 1971 and is a statewide alliance made up of over 400 transportation stakeholders that are dedicated to advancing transportation in Wisconsin. Association members include labor unions, businesses, citizen groups, units of government and more. The overall goal for the Association is the development and maintenance of a strong, interconnected transportation network that will support a robust economy and enhance the quality of life for everyone in Wisconsin.

The [League of Wisconsin Municipalities](#), the [Wisconsin Counties Association](#), and the [Wisconsin Towns Association](#) are joining the TDA and are participating in the Just Fix It campaign.

DISCUSSION

The TDA organized the [Just Fix It campaign](#) to encourage state officers and legislators that Wisconsin needs to develop a long-term, sustainable transportation funding plan. As stated in various studies, the state's current transportation funding model is not keeping pace with the current and future transportation funding needs. According to the Local Government Institute, the level of state transportation aids that local governments in Wisconsin are receiving has declined over the last decade. Municipal transportation spending in the state has also declined from \$275 per capita in 2000 to \$227 in 2012.

Over 400 communities across the State of Wisconsin have passed a Just Fix It resolution. The [Turnout for Transportation](#) event will be held on September 29 at 7 p.m. in 71 counties across the state. This event will highlight the need for a sustainable transportation solution and

Memorandum to Mayor and City Council

September 27, 2016

Page 2

allow local officials and members of the community a forum to voice their opinions and concerns about this issue. The meeting location in Pierce County is at the Pierce County Highway Department in Ellsworth. In St. Croix County, the meeting will be held at the Agricultural Service and Education Center in Baldwin.

CONCLUSION

Attached is the resolution in support of a change in the State of Wisconsin's transportation funding model. Approval of the resolution is recommended.



RESOLUTION NO.

**RESOLUTION IN SUPPORT OF A CHANGE IN THE STATE OF WISCONSIN'S
TRANSPORTATION FUNDING MODEL**

WHEREAS, local government in Wisconsin is responsible for about 90 percent of the road miles in the state; and

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

WHEREAS, according to "Filling Potholes: A New Look at Funding local Transportation in Wisconsin," commissioned by the Local Government Institute of Wisconsin (LGI) the condition of Wisconsin's highways is now in the bottom third of the country; and

WHEREAS, state funding for local roads in Wisconsin has failed to keep up with costs over the past several decades which has adversely affected local transportation finances. According to "Filling Potholes," municipal transportation spending has declined from \$275 per capita in 2000 to \$227 in 2012; and

WHEREAS, safety is a primary concern and responsibility of local governments across Wisconsin; and

WHEREAS, the River Falls City Council recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local and state roads need to be properly maintained in order for our economy to grow.

NOW, THEREFORE, BE IT RESOLVED that the River Falls City Council urge the Governor and Legislature to #JustFixItWI and agree upon a sustainable solution to fund Wisconsin's transportation system.

BE IT FURTHER RESOLVED that the River Falls City Council directs the Clerk to send a copy of this resolution to our State Legislators, Governor Scott Walker, and to the League of Wisconsin Municipalities.

Dated this 27th day of September, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

MEMORANDUM

To: Mayor Toland and City Council

From: Weston Arndt, WPPI Energy Services Representative

Date: September 27, 2016

Re: Shared Savings Loan Approval

INTRODUCTION

This memorandum requests 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 overcome these initial cost barriers, WPPI Energy has a Shared Savings program that offers WPPI Energy capital to a customer with a 2% 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 most 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. Funds will not be released until the project is complete and inspected.

DISCUSSION

River Falls Industrial Center, LLC (RFIC) is seeking a shared savings loan to upgrade the facility to LED lighting. The River Falls Industrial Center I is the 25th largest electric customer in River Falls, with annual revenue of \$55,025. Combined with River Falls Industrial Center II (265 Mound View Rd), the facilities are the 9th largest aggregate electric customer with annual revenue of \$128,789. This is the owner’s third loan through the Shared Savings program for the

two facilities. The first loan at RFIC I was for lighting upgrades (\$50,000) and was paid off in 2015. The second loan at RFIC II for HVAC and transformer upgrades (originally \$50,000) from 2014 has an outstanding balance of \$31,421.40. RFIC’s participation in the Shared Savings Program has been successful to date.

The lighting proposal to upgrade fluorescent lamps and fixtures to LED was provided by Eco Energy Midwest. Tom Elbert is an owner of this company, as well as RFIC I & II.

Project Overview

Project:	LED Lighting
Monthly Loan Payment:	\$525.83
Monthly energy Savings:	\$539.00

Sources		Uses	
Focus on Energy Incentive	\$ 9,945	Energy Efficient LED Lighting Materials	\$ 45,330
RFMU Bonus Incentive	\$ 5,000	Installation	\$ 10,765
Shared Savings Request	\$ 30,000		
Customer	\$ 11,150		
Total Sources	\$ 56,095	Total Uses	\$ 56,095

Loan Liability Review

Shared Savings loan liability is typically shared equally between WPPI Energy and the member (RFMU), with each assuming 50% 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. When the 2014 loan agreement was executed, the City Council authorized exceeding the caps. The agreement with WPPI Energy locks in the default risk percentages as the loan is repaid. Thus the 2014 loan will remain at the greater levels of risk disparity, while the proposed loan is nearly at a 50/50 share.

	Loan #2 2014 (outstanding)	% of Risk	Loan #3 2016 (new)	% of Risk	Total
WPPI	\$10,306.22	32.80%	\$14,693.78	48.98%	\$25,000
River Falls	\$21,115.18	67.20%	\$15,306.22	51.02%	\$36,421.40
Total	\$31,421.40	100%	\$30,000.00	100%	\$61,421.40

WPPI Energy has issued 66 Shared Savings loans since program inception in 2009 and has yet to have one default. The American Council for an Energy Efficient Economy (ACEEE) reports in a study that on-bill financing programs typically have a default rate less than 2%. Additionally, default risk can be considered the cost of delivering cutting edge programs to our customers. If the customer does not default, there are no additional costs. Energy efficiency program funds can be used in the event of customer default. For River Falls Municipal Utilities, this can include Wholesale Commitment to Community funds of roughly \$18,000 per year from WPPI Energy. POWERful Choices! funding can also be used.

In addition to the sharing of default risk, we also ask for a personal guaranty to be signed by the principal owner. Lastly, the loan funds are not issued to the customer until project completion, allowing for verification that the project is completed as proposed.

Important:

Because we as staff have struggled with the appropriateness of exceeding the \$50,000.00 shared risk / multiple loan scenario (which we have done twice now); we will not be considering multiple loan / excess risk for future “Shared Savings” loans. Moving forward, River Falls Municipal Utility will not consider a loan in excess of \$50,000.00 and a loan that will increase our risk to more than 50%.

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. Exhibit A: Shared Savings Funding Agreement with WPPI and approving resolution
2. Exhibit B: Shared Savings Promissory Note
3. Exhibit C: Shared Savings Agreement with the River Falls Industrial Center, LLC and approving resolution
4. Exhibit D: Personal Guaranty of Tom Elbert
5. Exhibit E: River Falls Industrial Center Shared Savings Application Supporting Information (Q&A’s)

CONCLUSION

Because of the acceptable credit score, the positive economic development impacts, electrical energy savings and the recommendation from the Utility Advisory Board, 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 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 27th day of September, 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 27th day of September, 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 September, 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

<p align="center">Shared Savings Program River Falls Municipal Utilities Appendix A - Project Summary</p>				
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****September ____, 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 September, 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. Obligations include interest and charges and the amount of payments made to Lender or another by or on behalf of any Debtor which are recovered from Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, including, without limitation, the Wisconsin Consumer Act, if applicable, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by Debtor or Guarantor or incident to any action or proceeding involving Debtor or Guarantor brought pursuant to the United States Bankruptcy Code (collectively the "Costs of Collection"). Unless a lien would be prohibited by law or would render a nontaxable account taxable, Guarantor grants to Lender a security interest and lien in any deposit account Guarantor may at any time have with Lender. Lender may, at any time after the occurrence of an event of default and notice and opportunity to cure, if required by §425.105, Wis. Stats., set-off any amount unpaid on the Obligations and Costs of Collection against any deposit balances Guarantor may at any time have with Lender, or other money now or hereafter owed Guarantor by Lender. This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Lender and Guarantor and by any mortgage stating it secures guaranties of Guarantor. This Guaranty is valid and enforceable against Guarantor even though any Obligation is invalid or unenforceable against 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. To the extent not prohibited by the Wisconsin Consumer Act, if applicable, Guarantor's performance under this Guaranty is continuing, absolute and unconditional, irrespective of any circumstances whatsoever which might otherwise constitute a legal or equitable discharge or defense. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations and Costs of Collection, have against a co-guarantor of any of the Obligations and Costs of Collection or against any Debtor shall be enforced nor any payment accepted until the Obligations and Costs of Collection are paid in full and no payments to or collections by Lender are subject to any right of recovery.

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. Guarantor expressly consents to and waives notice of all of the above. Guarantor consents to and authorizes Lender or its agents to obtain information concerning Guarantor's financial condition, including credit reports.

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..... 156 149 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) _____

River Falls Industrial Center Shared Savings Application

Supporting Information

8/29/16

1. Why wasn't it referenced in the memo that Tom's lighting company will be providing the lights?

The relationship was considered by staff upon initial inquiry by the customer. Ultimately somebody needs to pay for the lights that are most likely coming from out of the country, and for the workers performing the installation. It was considered that there is an opportunity for Tom to make the paperwork look like the project is much more expensive so he can get \$30k of low-interest money. The question asked was how could we prove anything? What type of documentation or agreement could we require that would prevent this? Regardless of ownership, both businesses have the right to charge free-market prices and accept or reject said pricing. The material and labor costs are in line with other projects. The customer has excellent payment history on two other loans and there are real energy savings in the project. To be accusatory of the potential borrower, even in a memo to the City Council was not something staff was willing to do.

2. Is this information about his lighting company pertinent to the loan? Why or Why not?

The reference to Eco Energy Midwest was not included because in most energy efficiency programs, the source of the materials is irrelevant. Simply put, a customer may choose their own contractor and/or supplier of the materials. We simply verify eligibility of the equipment and require invoices to show the proof of and amount of the purchases. The loan funding is not paid to the customer until the project is complete and a paid invoice is submitted.

3. Is this a perceived conflict of interest or an actual conflict of interest?

Would both companies benefit from the project proceeding? Yes

Does Tom Elbert have ownership in both companies? Yes

The fact that this is a win-win for an individual probably makes this an actual conflict of interest. However, staff does not feel that the conflict of interest impacts the eligibility for the loan or the default risk to the City. Similar situations are evident throughout private business and government. Businesses often set up a separate legal entity for ownership of facilities that house operations. Businesses contract with other entities for which family and friends are owners or employees.

4. Why do feel it is important we (RFMU) take on additional risk for this customer?

The Shared Savings program is available for all commercial and industrial electric customers served by River Falls Municipal Utilities. The program is designed to provide low-interest financing so energy efficiency projects that wouldn't otherwise be implemented move forward. The additional default risk can be considered the cost of delivering cutting edge programs to our customers. If the customer does not default, there are no additional costs. In event of default, energy efficiency program funding can be used to repay WPPI. These efficiency program funds include the WCTC funding from WPPI that is roughly \$18,000 per year.

5. Is this customer in our Top 15 for electricity usage?

- a. The River Falls Industrial Center I is the 25th largest electric customer in River Falls, with annual revenue of \$55,025.
- b. Combined with River Falls Industrial Center II, the facilities are the 9th largest aggregate electric customer with annual revenue of \$128,789.

Sources		Uses	
Focus on Energy Incentive	\$ 9,945	Energy Efficiency LED Lighting Materials	\$ 45,330
RFMU Bonus Incentive	\$ 5,000	Installation	\$ 10,765
Shared Savings Loan	\$ 30,000		
Customer	\$ 11,150		
Total Sources	\$ 56,095	Total Uses	\$ 56,095

6. Additional Information

WPPI Energy has issued 66 Shared Savings loans since program inception and has yet to have one default.

The American Council for an Energy Efficient Economy (ACEEE) reports in a study that on-bill financing programs typically have a default rate less than 2%.



Shared Savings – River Falls Industrial Center

September 27, 2016

Weston Arndt, WPPI Energy Services Representative



Overview

- Shared Savings Program – Background
- History: River Falls Industrial Centers I & II
- Application for new loan
- Review of default risk
- Next steps for the pending application



WITH THE SHARED SAVINGS PROGRAM

POWERFUL CHOICES

a sustainable energy project for river falls

ZERO
UPFRONT COSTS

ZERO
DREAMS POSTPONED

ZERO
REASONS TO
HESITATE



WPPI energy

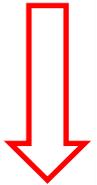
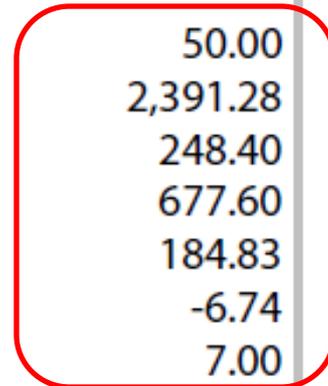
Financing Terms

- Project maximum of \$50,000
- 2% interest
- 60 month payback term
- Payment is made on utility bill
- Funds provided by WPPI Energy
- Default risk shared: WPPI and member
- WPPI risk capped at \$25,000 per customer



STATEMENT ACTIVITY

PREVIOUS BALANCE		5,307.89
PAYMENT 02/24/2014		-5,307.89
BALANCE FORWARD		0.00
ELECTRIC SERVICE:		
Service Charge CP1L		50.00
Energy Charge	33680.00 @ 0.0710	2,391.28
Distribution Demand Charge	165.60 @ 1.5000	248.40
Demand Charge	96.80 @ 7.0000	677.60
Sales Tax @ 5.5%		184.83
Electric PCAC	33680.00 @ -0.0002	-6.74
Commitment to Community		7.00
Subtotal of Electric Charges		3,552.37
Shared Savings Principal		698.78
Shared Savings Interest		43.17



River Falls Industrial Center I

- Shared Savings
 Loan #1
- \$50,000
- Paid off in 2015
- Lighting, HVAC



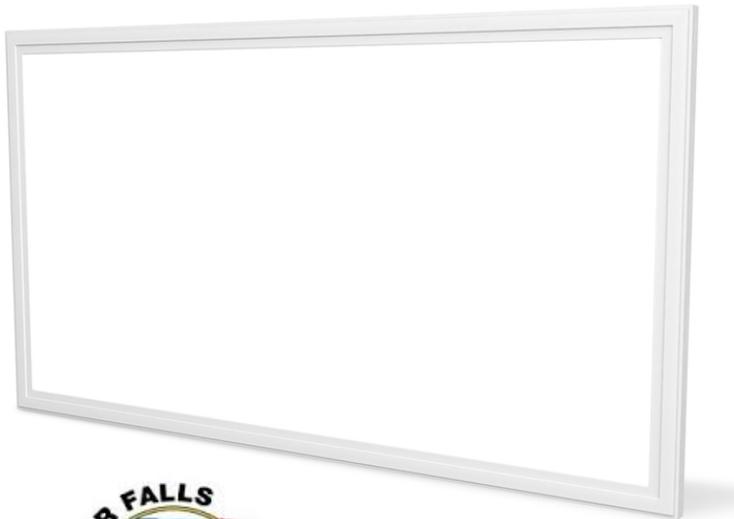
River Falls Industrial Center II

- Shared Savings
Loan #2
- \$50,000
- 2014-2019
- Transformer,
HVAC
- As of August 28:
\$31,421.40



River Falls Industrial Center

- 140,000 square foot facility
- Predominantly fluorescent lighting
- Proposal will upgrade lighting to LED
 - Fixtures, screw-in lamps, and tube retro.



River Falls Industrial Center

- Proposal provided by Eco Energy Midwest
- Mr. Elbert - ownership in both companies

- Project cost after incentives : \$41,150
- Requested loan amount: \$30,000



Default Risk

	Loan #2 2014 (outstanding)	% of Risk	Loan #3 2016 (new)	% of Risk	Total
WPPI	\$10,306.22	32.8%	\$14,693.78	48.98%	\$25,000
River Falls	\$21,115.18	67.2%	\$15,306.22	51.02%	\$36,421.40
Total	\$31,421.40	100%	\$30,000.00	100%	\$61,421.40

- Staff Recommendation for future applicants
 - Limit loan amounts to \$50,000
 - Cap default risk at \$25,000 per applicant
 - Maintain 50/50 default risk with WPPI



Next Steps

- Resolutions:
 - Funding Agreement and Promissory Note
 - RFMU and WPPI Energy
 - Shared Savings Agreement:
 - RFMU and RFIC
- Personal Guaranty:
 - Tom Elbert



Questions

Weston Arndt | WPPI Energy
715.426-3434 | warndt@wppienergy.org





POWERful Choices!

Mike Noreen
Conservation and Efficiency Coordinator
9/23/16



Today's conversation

- Mission Statement
- POWERful Choices! 101
- Contributions to River Falls
- Program success



Mission Statement

- A community-wide effort of instilling strong conservation ethics while demonstrating the effectiveness of energy efficiency, conservation and renewable resource development

Why we promote efficiency

- Good for the customers
- Good for the community
- Good for the utilities
- Good for the environment



Residential

- Homeowners
- Landlords
- Multifamily
- Programs include
 - Home Energy Report
 - Home Energy Assessment
 - Rebates on Energy Star appliances
 - Low income



Commercial

- Efficiency options and programs for almost all things electrical. Lights, motors, refrigeration, etc.
- We match all electrical Focus on Energy incentives



Non-profits

- Efficiency programs
- Renewable Energy grants



Better lights,
better ice,
better hockey.

Go Wildcats!

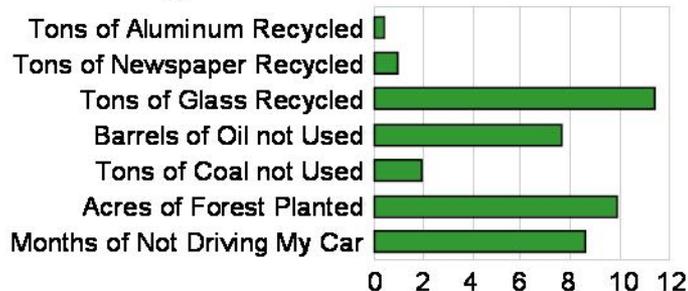


Renewable Energy

- Green Blocks
 - Rank 1st in Wisconsin
 - Ranks 5th in the nation
- In the past 10 years River Falls has gone from 0 KW installed solar to 398 KW

Your Purchase of **2** Block(s) or **600** kWh of Green Power each month for a year is Equal to One of the following:

A Carbon Footprint Reduction of **2071.2** Pounds/Year
Or



We're Making
a Difference

**WE BUY
GREEN
POWER**

Green Power Partner

**POWERFUL
CHOICES**
a sustainable energy project for river falls



**POWERFUL
CHOICES**
a sustainable energy project for river falls

Community solar

- First municipality in WI to build a community solar garden
- Built it because of community demand
- Expect to be sold out by end of 2016
- RFMU loan program available



Project Highlights

- MN Rubber and Plastics
- River Falls Industrial Center I & II
- Magma
- Dick's Fresh Market
- River Falls School District
- UW – River Falls
- NCCM Inc.
- Rush River Brewing
- LED Street lights

Focus on Energy incentives returned to River Falls

- Since 2008 the River Falls community has received over \$600,000 in incentives from Focus on Energy
- In 2015-2016 the City of River Falls has received over \$30,000 in incentives for the LED street lighting project
- Also received a \$10,000 grant from the State Energy Office to implement the streetlight project

Program successes

- 1st in the State and 5th in the Nation for customer participation in Renewable Energy blocks
- American Public Power Association
 - 2016 Award of Continued Excellence
- WPPI Energy
 - 2016 Utility Leadership Award
- River Falls Municipal Utilities is recognized as the gold standard in Wisconsin and Public Power for demand side management programming

Any Questions?



Administrator's Report

September 7, 2016

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

September 23-25 – UWRF Homecoming/Family Weekend

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

September 26, 6-8 p.m. – Fire Department Open House

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

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

October 5, 6-8 p.m. – St. Croix County Transit Feasibility Listening/Discussion Session

October 6, 7 p.m. – Local Candidate Forum hosted by AAUW

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

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

October 17-22 – Fall Cleanup at Public Works

October 25, 4:30 p.m. – City Council Training

October 25, 6:30 p.m. – City Council Meeting

Tuesday's Council Meeting Preview:

- Resolution to Approve Weights and Measures Schedule
- Resolution Regarding Support from Pierce County for Increase in Library Funding
- Resolution Endorsing the Kinnickinnic Watershed Strategic Action Plan
- Resolution in Support of a Change in the State of Wisconsin's Transportation Funding Model
- Resolution Approving Sale of SnoGo Snowblower
- Resolutions Regarding Shared Saving Loan
- Powerful Choices Presentation

Upcoming Events

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 26, 6-8 p.m. – Fire Department Open House

Join us for the Fire Department's Open House on September 26, 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.

October 5, 6-8 p.m. – St. Croix County Transit Feasibility Listening/Discussion Session

You are invited to attend a listening and discussion session hosted by the Transit Planning Subcommittee (they are working with West Central Wisconsin Regional Planning Commission). Together they will be conducting a study to determine the feasibility of transit services to serve an increased demand for trips within St. Croix County as well as to neighboring communities. It is early in the planning process, and the committee would like to hear from you. Please see flyer at the end of this report.

October 6, 7 p.m. – Local Candidate Forum hosted by AAUW, City Hall

The AAUW and its partners will be hosting a local candidate forum beginning at 7 p.m. in the Council Chambers at City Hall. This forum will give members of the public an opportunity to ask the candidates questions and hear responses.

City Highlights

- We are working on a "refresh" of the City Newsletter for our winter issue. Please complete this short [reader survey](#) so that we can make updates that are important to our readers, which I hope include you. Please also share the link with other newsletter readers. The link can be shared from a post on our [Facebook](#) page, too.
- Planning for the St. Croix Valley Business Incubator is progressing nicely. The committee, led by UWRF's Center for Innovation and Business Development, is considering options for additional funding as well as implementing some cost-saving measures for building construction; continuing to develop lease agreements with potential tenants; and working to brand the project with a name and logo. The committee plans to start construction in the spring.
- Development Agreements are signed and building permits are processed. Winfield Solutions closed on the two land purchases from the City and are excited to begin work in Sterling Ponds to accompany the work they already started in Mann Valley.

Personnel

- Our new Senior Planner, Brandy Howe, will start on October 17. She will be in the office one week per month and working remotely the rest of the time. She will be relocating to the area full time starting on January 2.
- Our new Finance Director, Al Rolek, will start in mid-October. He will take over a significant number of Finance Director Bergstrom's finance duties as she transitions to her new role as Assistant City Administrator.
- Eric Martens has been hired as the EMS Training Officer. In addition to handling all department training, he will be supervising the Prescott PT EMTs.
- Officer Paul Jensen, who has been assigned to patrol division since June 2012, will assume a newly created assignment as Community Policing Specialist on Monday, October 3. Officer Jensen will be responsible for community policing, animal control, parking enforcement, and coordinating special events.
- Next week City Administrator Simpson will attend the International City/County Management Association (ICMA) Conference in Kansas City, Missouri. The conference is the largest gathering of city and county managers in the world. It provides a great opportunity to network and learn about trends and issues happening in municipalities like ours.

City Administrator Comings and Goings

- Staff 1 on 1s
- Economic Development Meetings
- Executive Team Meeting
- WHEDA meeting
- Incubator meeting

St Croix County
Transit Feasibility



Wednesday October 5, 2016
St Croix County Baldwin Ag Center
1960 8th Ave, Baldwin WI

OPEN
HOUSE

Listening & Discussion 6pm-8pm

The Transit Planning Subcommittee is working with the West Central Wisconsin Regional Planning Commission to conduct a study to determine the feasibility of transit services to serve an increasing demand for trips within St. Croix County, between St. Croix County and neighboring communities. The study will also consider what types of transit services might best serve any identified need, efficiently and cost effectively.

We are very early in the planning process and would like to hear from you. Where do you travel? Would you use transit services if they were convenient and cost effective? What kind of transit service might work for you? For others? Do you see other benefits, or do you feel transit services are not needed? We need to hear from you!

The meeting will be an open house with plenty of opportunities to provide input. There will also be a short presentation at approximately 6:30 p.m.

Please join us!

If you have any questions, comment or suggestions or cannot attend the open house, comments may be submitted by contacting us directly by phone, email or mail:

Dave Ostness
1101 Carmichael Rd. Hudson, WI 54016
715-307-2050
District10@co.saint-croix.wi.us



MEMORANDUM

TO: Dan Toland, Mayor
FROM: Lu Ann Hecht, City Clerk
DATE: September 13, 2016
TITLE: Mayor's Appointments to Boards and Commissions

RECOMMENDED ACTION

Consideration of appointments:

LIBRARY BOARD

Reappointment of Ruth Kuss through July 2019

MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS

Appointments of Rhonda Davison and Keri Schreiner to fill the two year term ending December 31, 2017

The MBOABC consists of the municipal clerk along with two qualified electors of the municipality appointed by the clerk. The term shall be two years commencing on January 1 of each even-numbered year.

Dear Mayor Toland,

I am interested in remaining on the library board if it is your desire.

My term of appointment is up and I need to be re-appointed unless you have someone else in mind.

I have enjoyed being involved and believe I have something to contribute. We have an excellent staff at our library and Nancy is a great leader. It is my pleasure to serve in this way.

Sincerely
Ruth Kees

Wisconsin School Board Appreciation Week

October 2 - 8, 2016

12

Proclamation

WHEREAS, the City of River Falls, Wisconsin, appreciates the vital role played by the local school board, which establishes policies to ensure an efficient, effective school system, and enables our community to preserve local management and control; and

WHEREAS, school board members are charged with representing our local education interests to state and federal government and ensuring compliance with state and federal law; and

WHEREAS, school board members selflessly devote their knowledge, time and talents as advocates for our schoolchildren and community's future;

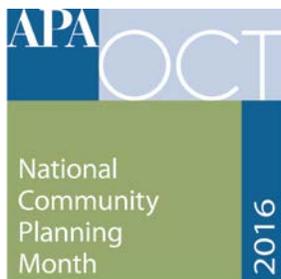
WHEREAS, local school board members are strong advocates for public education and responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of River Falls, Wisconsin, recognizes and salutes the members of the School District of River Falls School Board by proclaiming October 2-8, 2016, as Wisconsin School Board Appreciation Week.

Given under my hand and seal of the City of River Falls this 27th day of September, 2016.

Dan Toland, Mayor

Lu Ann Hecht, City Clerk



[CIVIC ENGAGEMENT]

COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, and community planning can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and professional planners for their commitment to public service and expertise to the improvement of the City of River Falls; and

NOW, THEREFORE, BE IT RESOLVED THAT, I, Mayor Dan Toland, designate the month of October 2016 as **Community Planning Month** in the City of River Falls in conjunction with the celebration of National Community Planning Month.

Given under my hand and seal of the City of River Falls this 27th day of September, 2016.

Dan Toland, Mayor

Lu Ann Hecht, City Clerk

River Falls Housing Authority Month

WHEREAS, October 2016 marks the 50th Anniversary of the River Falls Housing Authority; and

WHEREAS, with this Act, President Lyndon Johnson set a national goal to “make sure that every family in America lives in a home of dignity and a neighborhood of pride, a community of opportunity and a city of promise and hope”; and

WHEREAS, the mission of the River Falls Housing Authority is to address the long-term housing needs of the low and moderate income families, senior citizens and persons with disabilities who live in River Falls, by owning and managing decent, affordable rental housing, which is funded and regulated by state and federal development agencies; and

WHEREAS, the River Falls Housing Authority owns and manages five buildings for seniors and persons with disabilities, and one development for families; and

WHEREAS, the River Falls Housing Authority has enhanced the quality of life for thousands of citizens in River Falls;

NOW, THEREFORE BE IT RESOLVED, that I, Mayor Dan Toland, do hereby proclaim the month of October 2016 is designated as **River Falls Housing Authority Month** in the City of River Falls in conjunction with the celebration of their 50th Anniversary.

Given under my hand and seal of the City of River Falls this 27th day of September, 2016.

Dan Toland, Mayor

Lu Ann Hecht, City Clerk