



City of
RIVER FALLS
COMMON COUNCIL AGENDA
October 25, 2016

Call Meeting to Order – 6:30 p.m.

Pledge of Allegiance

Roll Call

Approval of Minutes – October 11, 2016, Meeting Minutes [Page 3](#)
October 11, 2016, Closed Session Minutes

Approval of Bills (Watson) §

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

CONSENT AGENDA:

1. Acknowledgement of the following minutes:
 - a. River Falls Housing Authority – 9/14/16 [Page 6](#)
 - b. Police and Fire Commission – 8/1/16 [Page 7](#)
 - c. Park and Recreation Advisory Board – 9/21/16 [Page 10](#)
 - d. Utility Advisory Board – 9/19/16 [Page 12](#)
 - e. Historic Preservation Commission – 7/13/16 [Page 16](#)
2. Resolution Appointing City Clerk [Page 18](#)
3. Resolutions Recommending Shared Saving Loan [Page 23](#)
 - a. Resolution Approving Shared Savings Agreement and Promissory Note with WPPI Energy [Page 25](#)
 - b. Resolution Approving Shared Savings Agreement with Moody's Incorporated [Page 39](#)
4. Resolution Regarding Health and Dental Insurance Renewal for 2017 [Page 50](#)
5. Resolution Approving General Development Plan for Spring Creek Estates 1st Addition Planned Unit Development [Page 53](#)

ORDINANCES AND RESOLUTIONS:

6. Resolution Approving the Committee Members, Plan Schedule and Public Engagement Plan for the Kinnickinnic River Corridor Plan receipt [Page 68](#)

REPORTS:

7. Report from the Plan Commission – South Main Street Study
8. Administrator's Report [Page 86](#)
9. Comptroller Report



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ANNOUNCEMENTS:

10. Mayor's Appointment [Page 89](#)

CLOSED SESSION:

11. *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:

12. Take action on Closed Session Items if necessary

ADJOURNMENT Publish: River Falls Journal 10/20/16; Posted 10/20/2016



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

October 11, 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 Morrisette, Diane Odeen, Hal Watson

Members Absent: None

Staff Present: Dan Gustafson, City Attorney; Gordon Young, Police Chief; Julie Bergstrom, Finance Director/Assistant City Administrator; Kevin Westhuis, Utility Director; Lu Ann Hecht, City Clerk; Reid Wronski, City Engineer; Lu Ann Hecht, City Clerk; Karen Bergstrom, Human Resources Director; Brent Buesking, Management Analyst Intern; Mike Stifter, Operations Director

Others: Joleen Larson, Alejandro Castro, Michael Kahlow, Glen Spiczak, Yunge Dutton, others

The Pledge of Allegiance was said.

APPROVAL OF MINUTES:

September 27, 2016, Regular and Closed Session Meeting Minutes

MSC Cronk/Bjerstedt to approve minutes. Unanimous.

APPROVAL OF BILLS:

Bills - \$1,061,877.83

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

PUBLIC COMMENT, PETITIONS, REQUESTS AND COMMUNICATIONS:

There was a question from a resident about speaking at Public Comment or waiting until the agenda item. The Mayor asked for comments at the agenda item.

PUBLIC HEARING:

Resolution No. 6085 Declaring Intent to Exercise Special Assessment Police Powers under Section 66.0703

Wisconsin Statutes For The Benefit Of the River Falls Business Improvement District

Joleen Larson, President of the BID Board, came to present to Council. She thanked the Mayor and Council for its support; Terry Kusilek and his team; BID Board volunteers and fellow members. Larson provided the history of the BID Board with its origins in 1990 with Main Street 2000.

The BID Board is a volunteer board. All the money goes back to the constituents. She talked about funding, BID grants, sign and façade grants. Larson talked about several of the projects the BID Board has funded including business signs, Second Street gardens and the hanging floral baskets. She talked about the new mural project coming in 2017.

Upon the conclusion of the presentation, the Mayor moved into a Public Hearing at 6:50 p.m. There were no public comments. The Mayor closed the Public Hearing and moved back into Open Session at 6:50 p.m. MSC Morrisette/Bjork move to approve the resolution. Unanimous.

Combination "Class B" Liquor and Class "B" Beer License for Castro Corporation – Disposition by motion

The Mayor moved into a Public Hearing at 6:51 p.m. There were no public comments. The Mayor closed the Public Hearing and moved back into Open Session at 6:51 p.m. MSC Morrisette/Gagne move to approve the license.

Aldersperson Morrissette asked the agent, Alejandro Castro, if he understood the role of a liquor agent; if he understood that he is responsible for any liquor related infractions even if he was not present; and if he had taken the responsible servers course. Castro answered yes to all the questions. Morrissette was excited about the information provided in the packet and was hoping the business was successful. He asked if there was going to be video gaming like poker. Castro said no; he was going to keep it the same.

CONSENT AGENDA:

Resolution No. 6086 Authorizing Transfer of Storm Water Outlot to Allina

Resolution Approving 2017 EMS Agreements with the Townships→→*Pulled by Morrissette*

Resolution No. 6087 Approving Shared-Ride Taxi Grant Application to the State of Wisconsin, Department of Transportation for Operating Assistance for the Year 2017

Resolution No. 6088 Approving Shared-Ride Taxi Grant Application to the State of Wisconsin, Department of Transportation for Capital Assistance for the Year 2017

MSC Gagne/Odeen move to approve the remainder of the Consent Agenda. Unanimous.

Resolution No. 6089 Approving 2017 EMS Agreements with the Townships

Aldersperson Morrissette would like to see the agreements come before Council in April for review. He felt that it should be reviewed when the Council had the ability to take action. **MSC Morrissette/Gagne move to approve resolution. Unanimous.**

ORDINANCES AND RESOLUTIONS:

Ordinance 2016-16 Amending the Official Parking Control Map, Moving “No Parking” Zone on Oak Knoll Avenue – First Reading

The Mayor invited anyone wanting to speak regarding the ordinance to come forward.

Michael Kahlow, 811 Oak Knoll Avenue – wanted to speak against it. Due to the slope of the street in the winter, the south side is a trap. He has routinely pushed people out who have gotten stuck. He also has called a tow truck to remove cars and the tow truck has gotten stuck. Kahlo said if the change was made, there really would not be any street parking for him in the winter.

Glen Spiczak, 615 Oak Knoll Avenue – asked for clarification on the location of the no parking zone.

Yunge Dutton, 800 Oak Knoll Avenue – is also against the south side residential permit parking. She talked about exiting using the roundabout for safety reasons. Parking on the south side facing east would make it difficult. She also noted the steep south side facing slope. She agreed with Mr. Kahlow on that issue.

Aldersperson Bjork asked the reason for the ordinance. Chief Young said it was request from the residents and presumed it was due to the college students parking on the street. Young said it would also give the residents the opportunity to park on Oak Knoll with permits.

Aldersperson Watson asked if any of the residents were present who wanted to speak on the issue.

Spiczak indicated the residents he spoke with liked the parking permit but if the parking can only be on the south side, then it wasn't as favorable. Watson asked for clarification on the location of the permits. City Administrator Simpson said the ordinance is written that permitting would be on the even side. Watson suggested to Council about possibility entertaining a change or exception to be reasonable for the residents.

Spiczak said the sidewalk is on the north side of the street which would also be another good reason for moving the permitted parking to the north side.

Watson asked for clarification from the residents on what they wanted. He asked if they wanted permitted parking on the odd side of the street.

Mayor Toland asked Chief Young what the process was to make a change. Young said it would need to be researched as an ordinance change may be needed. The Mayor asked Simpson if staff could let the Council know. Simpson said yes. He provided some background information on the permitted parking ordinance. Simpson said staff could provide a report. There was further discussion. Alderperson Gagne was concerned about safety and what was in the best interest of the residents. Alderperson Morrissette would like it to go back to staff for more work.

Resolution No. 6090 Approving Option Agreement – Aim 2B, LLC

MS Cronk/Odeen move to approve resolution. Alderperson Morrissette noted that he had a potential conflict of interest so he would be abstaining from the vote.

Alderperson Bjerstedt asked how much notice was necessary to provide them if another buyer came along. Simpson said it cannot be sold without written notice – there was not a specific date. He thought there was a 44 day objection period. There was not a cooling off period. Bjerstedt wanted to ensure the City was not bound for 24 months. Simpson said no and explained the two types of options the City does. He said the land is tied but the City can consider other bonafide offers. Alderperson Bjork asked for further clarification. Simpson provided more detail and explained the process.

With no further discussion, the Mayor asked for a vote. It passed unanimously.

REPORTS:

Administrator's Report

City Administrator Simpson noted the upcoming fall clean-up. Alderperson Bjork asked for an update regarding the solar garden. Simpson talked about the Chapman Drive improvement project. Boulevard trees are planted. He said the City is working on improving the aesthetics of the solar garden. He explained the three things would be tried. We are looking for feedback. There was further discussion.

CLOSED SESSION:

MS Morrissette/Watson move to recess into Closed Session at 7:25 p.m. 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: Town of Troy.”

The roll call vote to move into Closed Session was unanimous.

MSC Morrissette/Bjork to move into Open Session at 7:45 p.m. Unanimous.

MSC Cronk/Morrissette to adjourn the meeting at 7:45 p.m. Unanimous.

Respectfully submitted,

Kristi McKahan,
Deputy City Clerk

Vice-Chair Michael Larson called the meeting to order at 6:30.

Present: Marilyn Plansky, Michael Larson, Todd Bjerstedt

Absent: Nick Carow, Peter Dahm

Also Present: Anne McAlpine, Executive Director

MINUTES M/S/C Plansky/Carow to approve the minutes of August 10, 2016. There wasn't a quorum for the July 2016 meeting.

ACTION ITEMS

1. M/S/C Plansky/Bjerstedt to approve payment of bills.
2. M/S/C Plansky/Bjerstedt Resolution 503 to approve the Affirmative Fair Housing Marketing Plan.
3. M/S/C Bjerstad/Plansky Resolution 504 to approve Records Retention policy.
4. M/S/C Bjerstad/Plansky to table action on the Housing Needs Assessment Partnership.

REPORTS

1. Vacancy and Re-rental Report -McAlpine reported that there are twice as many unit turnovers this month as in a typical month. Three units are offline due to extensive damages and needed repairs.
2. Housing Authority 50 Year Anniversary in 2016 – McAlpine explained plans for a 50 year anniversary celebration for the Housing Authority during the month of October. During the week of Oct 17-21 staff will also host lunches in each building so that tenants can participate in the celebration. A Halloween themed cook out will be held at the Family townhomes on Oct 28th from 4:00-6:00. An open house is scheduled for October 20 from 3:00-6:00 so the public can tour Edgewater, Briarwood and Riverview Manor. There will not be any other public events scheduled for this anniversary celebration.

EXECUTIVE DIRECTOR REPORT

1. WAHA Conference is September 19-22, 2016 in Eau Claire.
2. The October Board meeting was rescheduled for October 19, 2016
3. McAlpine provided information about Congressman Kind's co-sponsorship of the Small Public Housing Agency Opportunity Act of 2016 which will help our agency quite a bit if passed.

ADJOURN 7:25 PM Bjerstedt/Plansky

Respectfully submitted by Anne McAlpine, Executive Director.

POLICE & FIRE COMMISSION MEETING MINUTES

August 1, 2016 @ 6:30 p.m.

River Falls City Hall
Council Chambers
222 Lewis Street
River Falls, WI

Call Meeting to Order 6:28 p.m.

Commission Members Present:

Carole Mottaz, Gary Donath and Mark Sams

Also Present: Gordon Young, Scott Nelson, Julie Bergstrom, Chris Gagne

Absent: Jean Wespetal, Dan Vande Yacht

Police Department

Approval of Minutes: Regular Meeting Minutes from June 6, 2016

MSC Sams/Donath to approve the June 6, 2016 Regular Meeting Minutes as read.

Unanimous.

- 1) Chief Young expressed thanks for the P&FC for reaching out to Police Department during this time, which is a dark time for Police around the country as shown by recent incidents. Discussion ensued about how to get accurate details from the complainant and how stress affects perception of a situation.
- 2) Action on Grade Step for Patrol Officer Chris Kober from A-AA (effective August 6, 2016)
Young shared a July 6 thank you note for a call in which Kober displayed professional, caring service. He is a range officer with Department and has proven to be forward thinking.
MSC Sams/Donath to approve the Grade Step increase for Patrol Officer Chris Kober from A-AA effective August 6, 2016. Unanimous.
- 3) Action on Grade Step for Patrol Officer Travis Rudesill from C-B (effective August 22, 2016)
Young shared a May 14 letter received a call to which Rudesill was a responding officer. The call was dispatched regarding a man possibly with a gun and may be suicidal. Rudesill's cool and calm response helped the individual with PTSD wake slowly and was given room to process the events.
MSC Donath/Sams approve the Grade Step increase for Patrol Officer Travis Rudesill from C-B effective August 22, 2016. Unanimous.
- 4) Request to hire Trevor Ross as a Police Reserve Officer
Young shared a brief biography of Ross including that he was previously an intern in our department.
MSC Sams/Donath to approve the request to hire Trevor Ross as a Police Reserve Officer. Unanimous.

- 5) Request to hire Grace Hagestad as a Police Reserve Officer
Young shared a brief biography of Hagestad including that she is on the Dean's list at UWRF.

MSC Sams/Donath to approve the request to hire Grace Hagestad as a Police Reserve Officer. Unanimous.

- 6) Reserve Officer Update
The Department currently has a total of 13 Reserve Officers with one or two possibly leaving within the next few months. The Department is currently eight officers short of our approved amount of Reserves. Sgt. Anderson has received more interest from individuals wanting to apply for the program. He is looking at conducting another hiring process to increase the number of available Reserve Officers.

Fire Department

- 1) All Company Business Meeting Agenda was shared for the August 1 meeting
- 2) June Run Volume – report handed out at meeting
For June 2016, we responded to a total of 17 fire calls, which compares to 20 calls for the same period last year. Year to date is: 2016 – 105 calls; 2015 – 143 calls.
- 3) July Run Volume: Report handed out at meeting
For July 2016, we responded to a total of 23 fire calls, which compares to 21 calls for the same period last year. Year to date is: 2016 – 128 calls; 2015 – 164 calls.
- 4) Activities and Highlights

June report

- 1) On Saturday, June 18th, RFFD participated in Touch a Truck at the High School. Participants were able to check out our ladder truck, try on firefighter gear and spray water from our wildland fire water tanks. The event was done amount multiple public safety partners.
- 2) Members prepared for River Falls Days. A new event this year is children's water ball fights, which Nelson describe as dodge ball with water. Chief Nelson and Asst. Chief Mike Moody worked with the Police Chief Young to establish standards for occupancy limits and monitoring for bars during River Falls Days. Letters were sent out to bars and are looking for compliance due to education. Nelson explained that the last time occupancy rates were reviewed was in 2008.

July report

- 1) River Falls Days Activities
 - o Parade in which Fire Department showed off apparatus in the River Falls Days Parade.
 - o Members washed the beer garden area Saturday and Sunday morning at 6 a.m. Chamber appreciated this service.

- Fire Department hosted Children's Water Ball fights. With firefighter's help, participants pushed a ball with water hoses across a line in an enclosed area.
 - Members stood by in the event of an emergency at the FFA Truck Tractor Pull that was held on Saturday evening.
 - The Fire Department once again monitored the fireworks display held on Sunday evening of the festival weekend.
- 2) Fire Department Family Picnic was held on July 13th. This is one of the ways to thank the firefighters' families for their support. RFFD members were guests of Fighting Fish and were recognized during the game that was held that same evening.
 - 3) On July 21st, RFFD displayed the Ladder Truck during the City's Customer Appreciation Day.
 - 4) RFFD worked with Park & Rec and helped with Family Fun Day at Glen Park on July 22nd.
 - 5) Nelson explained the Fire Department has begun recruiting for additional firefighters. Thirteen firefighters have been lost over the past three years due to attrition and those spots need to be replaced. Nelson is collecting names of those interested and will hold an informational meeting after the department's annual Open House on September 26th. Anticipate is to complete the application process in 2016 with appointments made in January 2017. Looking at coordinating with EMS to cross training for those that also want EMT certification.
 - 6) The annual report will go before City Council on August 9 and will forward to the Commission when approved.

Adjournment

MSC Sams/Donath to adjourn. Anonymous. Meeting adjourned at 6:50 p.m.

Respectfully submitted,

Ailene Splittgerber
Recording Secretary



222 Lewis Street
River Falls, WI 54022

Phone 715.425.0900
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MINUTES

PARK AND RECREATION ADVISORY BOARD

Wednesday, September 21, 2016 at 5:15pm

City Hall Training Room

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

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

Members Absent: Brandon Dobbertin, excused and Hal Watson (council rep).

Staff Present: Cindi Danke - *Recreation Manager*; Amy M. Peterson – *Assistant Community Development Director*.

Others Present: None.

APPROVAL OF AGENDA/MINUTES

MSC Gaulke/Zielski to approve the minutes of the August 17, 2016 Park and Recreation Advisory Board. Motion passed 5-0.

PUBLIC COMMENTS

A letter to the editor regarding the Kinnickinnic Pathway was shared.

OLD BUSINESS

None.

NEW BUSINESS

The Municipal Code of Ordinances on Park and Recreation areas was reviewed. Park Board recommends changing section O to read, “No horses without proper authorization.” Park Board would like the police department to review section P regarding weapons, and make a recommendation. In section G, the first sentence (regarding adults playing organized hardball) shall be removed. Cindi will see what other cities say about inflatables.

Blue Bikes rules were discussed and questioned under what jurisdiction it would fall. The bikes are being used and enjoyed, but they are also being left all over town, and even in other towns. They were not very high quality to begin with, so there are some mechanical difficulties. There has been discussion about local businesses donating new bikes and having their name on the bike plaque. The Board looks forward to the Blue Bike Committee presenting their recommendations.

Park Board will think about possibly adding drone rules to the Park rules. Cindi will see what other cities have done.

Dennis Zielski showed a historical booklet regarding Foster Cemetery. Amy Peterson showed boundaries on a map. Foster Cemetery is in the Park. The City owns it. Prairie Enthusiasts have been helping to maintain it. Managing Foster Cemetery and other areas is in the 2017 work plan. This may include improved access, signage, clean up, and adding steps. Tony and the Historic Preservation Committee will also be looking into it. Park Board would like to meet with the Prairie Enthusiasts in the spring regarding Foster Cemetery.

Fall recreation survey questions were reviewed. The survey will go out to the public beginning of October.

ADJOURNMENT

MSC Reese/Gaulke to adjourn. Meeting adjourned at 6:44pm.

Respectfully submitted,



Brenda Rundle, Recreation Assistant

**REGULAR MEETING
RIVER FALLS UTILITY ADVISORY BOARD
September 19, 2016 6:30 p.m.
Council Chambers, City Hall**

The Regular Meeting of the River Falls Utility Advisory Board was called to order by President Hanson at 6:30 p.m. Present: Kevin Swanson, Patrick Richter, Diane Odeen, Grant Hanson, Duane Pederson, Tim Thum, and Adam Myszewski. Staff present: Mike Noreen, Conservation and Efficiency Coordinator; Kristi Hartmon, Utility Administrative Assistant; Mike Stifter, Operations Director; Crystal Raleigh, Senior Civil Engineer; Weston Arndt, WPPI Energy Services Coordinator; Ron Groth, Water/Wastewater Superintendent; Julie Bergstrom, Finance Director

M/S Odeen/Pederson to approve minutes of the July 18, 2016 Regular Meeting. Motion Carried.

PUBLIC COMMENTS:

CONSENT AGENDA:

1. Acknowledgment of the following minutes:
West Central Wisconsin Biosolids Facility Commission – 06-21-16
POWERful Choices Committee – 07-14-16

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

NEW BUSINESS:

2. Variable Frequency Drive (VFD) for well pump #5: Wes Arndt gave the board an update and report on the Water Department's consideration of installing a variable frequency drive on well pump #5 located on the west side of the city. Water Department staff received feedback from customers on getting low water pressure surges at various times of the day. Staff put a monitor on the system, gathered data and it showed that these drops in water pressure occurred during the starting and stopping of well pump #5. Arndt talked about installing a Variable Frequency Drive (VFD), a solution that was suggested by Ron Groth and Water Department staff. A VFD can provide smooth transitions and allow for adjustable flow rates. This device is less likely to pump sand and has potential electric cost savings. Arndt estimated with the project cost and installation it would be a simple payback of 6 months. The annual electric costs for Well #5 were \$29,800 in 2015 and the estimated energy cost savings from a VFD installation is over \$13,000 (estimated demand reduction of 86.3kW and estimated energy savings of 64,200kWh). Arndt gave an overview on how a VFD will save the utility money in electric costs. Arndt mentioned other benefits of a VFD including: future tie in with PLCs to SCADA, lower flow, less likely to pump sand, gradual startup, speed change, and shutdown improves pressure seen by end users. This item was not in the budget, so staff is investigating and getting proposals for materials and labor and WDNR approval. UAB member Odeen asked for clarification on the cost and simple payback. Arndt stated the savings would be about \$13,000 on the electric side. To retrieve a savings of \$13,000 a year, they estimate \$12,000 to \$15,000 in cost and also get energy efficiency incentives from Focus on Energy and WPPI that would bring that purchase cost down which would mean about a six month payback. UAB member Richter asked for clarification on Focus on Energy

and their programs. Groth stated it's not too often that you see a project that addresses residents' concerns and saves energy and pays for itself in a short amount of time. Richter asked if we wait a while on this project, are residents ok with that? Groth said this has been going on for a while and residents would like to see this resolved sooner than later. Richter supports this project and hopes it goes through quickly. Thum stated he lives on the west side and has noticed surges, but it goes back to normal quickly and agrees putting a VFD makes sense and supports it happening sooner than later as well. Swanson also stated he lives on the west side and has noticed it. It hasn't been a huge deal, but would be nice to take care of it. Staff will report back to UAB with a proposal.

RESOLUTIONS:

3. Resolution Approving Shared Savings Loan for River Falls Industrial Center, LLC. Wes Arndt, WPPI Energy Services Representative for River Falls gave a presentation on the Shared Savings Loan Application for River Falls Industrial Center. Arndt gave a brief update on the program and loan history of River Falls Industrial Centers I & II. 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 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. The default risk is shared between WPPI and RFMU. River Falls Industrial Center I took advantage of their first Shared Savings Loan for \$50,000 for energy efficient lighting and HVAC improvements and was paid off in 2015. River Falls Industrial Center II (loan #2) has a \$50,000 loan from 2014-2019 for service entry upgrades and HVAC improvements and as of August 28, 2016 the balance of that loan is \$31,421.40. The new (loan #3) application is for upgrades of their 140,000 square foot facility with lighting to LED (fixtures, screw-in lamps, and tube retro.). The lighting proposal was provided by Eco Energy Midwest (for full transparency Arndt pointed out that Tom Elbert is an owner of this company) and proposed to save 50% of the lighting costs to the facility. The application was reviewed by WPPI and a credit score was assigned to each of five financial review categories. Based on the financial information provided, the credit score reached a level of automatic eligibility and near the top tier of WPPI standards.

Arndt discussed that staff have struggled with the appropriateness of exceeding the \$50,000 shared risk/multiple loan scenario (which we have done twice now); RFMU will not be considering multiple loan/excess risk for future "shared savings" loans. Future Shared Savings Loans will be limited to loan amounts of \$50,000, cap default risk at \$25,000 per business (RFMU and WPPI) and maintain 50/50 default risk with WPPI. Because of the acceptable credit score, the positive economic development impacts, and energy efficiency upgrades, staff requested that the Utility Advisory Board recommend 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. UAB Member Thum asked how old the florescent lights are that they have now. Arndt stated the lights they have now was when they had the first loan and that was paid off and this is for replacement of lights from that 2010 loan. Most of the lights are 4ft T8 florescent lights and 2x2 flat panel LEDs for the troffers. Thum asked is these are Focus on Energy approved and will he get focus dollars for this project. Arndt stated that there will be

approximately \$9,000.00 in Focus on Energy dollars. UAB President Hanson stated with no more questions we will consider Resolution Number 2016-14 Recommending Shared Savings Agreement with River Falls Industrial Center, LLC. M/S Pederson/Odeen. Motion was passed. Resolution Number 2016-15 Recommending Shared Savings Agreement and Promissory Note with WPPI Energy. M/S Odeen/ Myszewski. Motion was passed.

REPORTS:

4. Storm Water Utility and Storm Water Management. Crystal Raleigh, Sr. Civil Engineer for the City of River Falls gave an update on storm water management and storm water utility. Raleigh talked about the significance of storm water management to the Utility Advisory Board. The UAB advises on storm water utility, infrastructure, and facilities. With the upcoming North Interceptor (storm water component to this project) and Kinni River Corridor Plan (maybe a storm water project or two), staff will be looking for input from UAB. The Storm Water Ordinance was enacted in the mid 1990's with periodic updates. There are two parts to the ordinance (construction site erosion control and post construction storm water management). The Construction Site Erosion Control Ordinance ensures that sediment does not leave active construction site (applies to large and small developments), keeps the conveyance systems free from sediment, prevents sedimentation of storm ponds and coals for routine inspections and maintenance of erosion control. The Post Construction Storm Water Management includes permanent storm water controls (wet ponds, dry ponds, rain gardens, etc.). The City has four requirements for design: control rate the water leaves the site, control volume or quantity of water leaving the site, control on how many total suspended solids leaves the site and provides safe emergency overflow. Raleigh asked if there were any questions. UAB Member Richter asked with the 100 year rain we had recently (last year) did that go well. Raleigh stated that it did go very well and staff contributes that to their stringent storm water standards. Hanson asked if that was the function of the Hoffman retention basin. Raleigh stated that is the function of that retention basin and has a huge drainage area that the water can pool up in and slowly release to the rest of the system.
5. Finance Report: Financial reports were included in the UAB packet for review. Finance Director Bergstrom stated that the storm water financial statements are now included for the UAB to review. Bergstrom pointed out that the WPPI power bill is less this month than last year at this time. The water fund is doing great since the rate increase. Staff will show ratios of the first six months at the next meeting to show how the funds are doing in general.
6. Utility Dashboards for, electric, water, wastewater and POWERful Choices were included in the UAB Packets. UAB member Richter asked about POWERful Choices program. Noreen gave a brief explanation and invited him to setup a meeting with him to discuss the program in detail. Noreen will also be presenting POWERful Choices at the next City Council Meeting.

7. Monthly Utility Report was included in the UAB packets for review. Thum asked about the construction progress on the WWTP. Groth stated that they are on schedule and on budget. The precast concrete is on, have the trusses over that, wind and water seal is on and hoping to do the metal roof tomorrow, and the inside piping and pumps are in. Pederson asked about the Golfview Water Tower and the overflow problem that has occurred in some recent weeks or months. Groth stated that during a storm (lightning storm on Labor Day morning) the SCADA system failed and the well pump was running at the time so the controls were not working and there was nothing to tell that well pump to shut off and it overflowed the tower. A neighbor next to the tower has problems with the water flowing into their yard. Groth stated that a resolution (concrete basin around the drain) to that problem will be done in the next couple of weeks. Groth also stated they are looking into systems so this overflow does not happen again (with a backup, a fail-safe, another way to get a signal). Bergstrom stated that we had a lot of electronic failures from that lightning storm.

ADJOURNMENT:

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

Reported by: Kristi Hartmon, Utility Administrative Assistant

Duane Pederson, Secretary



222 Lewis Street
River Falls, WI 54022

715.425.0900
FAX 715.425.0915

MINUTES
HISTORIC PRESERVATION COMMISSION
Wednesday, July 13, 2016
5:30 pm
City Hall - Training Room

CALL TO ORDER/ROLL CALL – Meeting convened at 5:30 pm

Members Present: Heidi Heinze, Jeff Bjork, Mark Anderson, Pam Friede
Members Absent: Jayne Hoffman– Excused, Rebecca Prendergast

Staff Present: Tony Steiner – *City Planner*, Tyler Galde – *GIS Intern*
Others Present: None

APPROVAL OF AGENDA/MINUTES

MSC Bjork / Friede to approve the minutes of the June 15th meeting - unanimous

PUBLIC COMMENT

Jeff Bjork passed around copies of “Legacy of a Family” documenting the history of 306 North Main Street.

Heidi Heinze stated that she talked to Dan Geister and he indicated that he is not interested in serving on the HPC at this time, but may be at a future time.

Heidi Heinze indicated that she would be available for the presentation to council on the HPC on August 9th.

OLD BUSINESS

Plaque for Mel’s Midtowner

MSC Friede/Bjork to postpone discussion on Mel’s to August.

Prairie Mill Chronology

The Prairie Mill Chronology was put on hold last year. Most of the information has been assembled. A draft chronology has been written. Mark Anderson met with Neil Anderson. Neil has an abstract and will make it available to Mark. Neil would also like to think further about the plaque verbiage.

Story Map Edit

Commission members are providing edits to Tyler. Tyler will continue to work on project. Tyler will also send out a link to members in case they don't have one. Tyler will give an update at the August meeting.

Update on Historic Preservation Sub Grant- Swinging Bridge Nomination

Tony discussed the RFP that has been sent out. Staff expects to receive several proposals. Commission can discuss logistics of choosing a consultant at the August meeting.

Foster Cemetery

The commission discussed Foster Cemetery. Concern regarding balancing accessibility and preservation issues was discussed. Members suggested putting this item on the annual joint meeting with the Park Board for further study.

Local History and Preservation Conference

Staff discussed the agenda sent out for the Tenth Annual Local History and Historic Preservation Conference in Wisconsin Dells on October 21-22. . Currently Jeff and Heidi indicated an interest in going.

NEW BUSINESS**Agenda Items for July 13, 2016 Meeting**

- Plaque for Mel's Midtowner
- Prairie Mill Chronology
- Story Map Edit and Ideas
- Consultant Selection for Swinging Bridge National Register Nomination.

ADJOURNMENT-

MSC Bjork /Friede to adjourn at 6:35 p.m. - unanimous

Respectfully submitted,



Tony Steiner, City Planner

MEMORANDUM

TO: Mayor Toland and City Council Members

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

DATE: October 25, 2016

TITLE: **Appointment of City Clerk**

RECOMMENDED ACTION

Adopt the resolution approving the appointment of Jennifer Zeiler as City Clerk, effective November 1, 2016.

BACKGROUND

The position of City Clerk is an appointed position for an indefinite term under section 2.08.020 of the City's municipal code, along with the assessor, city engineer, treasurer and finance director among others.

Lu Ann Hecht was appointed City Clerk in 2007 and has plans to retire in December of this year. Jennifer Zeiler has been hired as her replacement in that position, and official appointment by the Council is required.

DISCUSSION

Current Situation

Lu Ann Hecht has been with the City for 29 years, in the Utility, Finance and City Clerk departments. She will be retiring on December 16th, and to help with the transition, the position has been filed prior to her retirement.

Jennifer Zeiler was recently hired into the City Clerk position and starts her employment with the City on October 20th. Jennifer has been the City Clerk/Deputy Treasurer for the Village of Grantsburg Wisconsin since 1999. She is a Wisconsin Certified Municipal Clerk and also holds a Certified Municipal Clerk designation from the International Institute of Municipal Clerks. Her background with the Village will be very beneficial in a successful transition from a knowledgeable, long term employee.

CONCLUSION

Council approval of the resolution appointing Jennifer Zeiler as City Clerk is recommended.

CITY OF RIVER FALLS WI
JOB DESCRIPTION

JOB TITLE: City Clerk

DEPARTMENT: Administration

REPORTS TO: Assistant City Administrator

FLSA Status: Exempt

DATE: July 2016

JOB SUMMARY:

The City Clerk is responsible for the custody and maintenance of the Corporate Seal and all official papers and records of the City as required by State Statutes. The City Clerk also oversees the proper conduct and reporting of all elections proceedings. This position shall have the powers and duties provided by Wisconsin Statutes 62.09(11), and such duties as may be adopted from time to time by the City Council.

ESSENTIAL FUNCTIONS OF THE JOB:

- Provides an accurate recording of the proceedings; supervises the timely preparation and distribution of meeting agendas, minutes and other accompanying information for boards, commissions and committees; assists in the preparation of ordinances and resolutions and codification of the same; maintains records of affidavits of publications; prepares and/or publishes meeting agendas, bids, official notices of public hearings and other information as required by law. Oversees the publication of summaries of Council minutes.
- Serves as the City's Elections Officer for the conduct of municipal elections by issuing and receiving nomination papers, statements of qualifications and other required documents from candidates. Responsible for all official elections within the City; reviews and certifies nomination papers and petitions for validity and sufficiency; supervises voter registration and assures the proper setup of equipment at the polling place; prepares and distributes ballots, including absentee ballots, and other supplies required for conducting elections; recruits, trains and supervises poll workers; transmits results of election and required election forms to the County Clerk for tabulation. Prepares the official Board of Canvass statements relating to election results and attends the Board of Canvas Meeting as required by statute
- Plan and organize workload and staff assignments; train, motivates and evaluates assigned staff, reviews progress and directs changes as needed
- Supervise Deputy Clerk in the area of election management; proper recording of minutes, resolutions and ordinances; and issuance of licenses
- Provides day to day supervision of the Clerk of Court, to include approval of pay records, scheduling time off, and coordination of adequate staffing of the Court office.
- Serves as official custodian of all City records, public documents, property and vehicle records, and the corporate seal of the City; certifies, attests and records legal documents, including ordinances, resolutions, contracts, easements, deeds and bonds as required; enters every enacted ordinance and resolution into the permanent record of the City
- Oversees the records management program, including retention and disposition of official documents; administers the issuance of permits and licenses for intoxicating liquor, fermented malt beverages, direct sellers, cigarette vendors, transient merchants, and other permits in accordance with applicable city ordinances and regulations and remits associated state reports. Responsible for maintaining conformance with Wisconsin Public Records Law.

City Clerk Job Description

July 2016

Page Two

- Assists departments and the public with annexation, rezoning, conditional use, variance, appeals and other petition processes; schedules public hearings and prepares appropriate notices for publication and for mailing to property owners affected by these petitions.
- Maintains the City Seal; maintain current and past legislative history of City Council actions and provide research and reference services to the public and City staff; administers oaths of office to public officials; may serve as notary public; prepares a variety of notices in accordance with city, state, and federal law, and calendar, notice, and advertise public hearings.
- Responsible for maintaining City's general casualty and property insurance policies. Provides renewal information and recommendations, and monitors outstanding claims. Maintains updated insurance records for vehicles, contractors equipment and property.
- Works closely with Finance Director to prepare budget and using budget details to determine the tax levy. Works with Finance Director to prepare state required worksheets and reports, receives tax levy from other taxing jurisdictions to determine mill rate.
- Provide property owners with information regarding property assessments, works closely with the city assessor. Assist property owners with the assessment process, schedule Open Book and Board of Review. Submit required reports and documents to the counties and state.
- Responsible for management of active and deferred special assessments, and placement of special assessments, special charges, and delinquent utilities on the property tax roll.
- Coordinates and distributes City directory of officers and appointees; maintains records of past and present city officials and citizens serving on boards, commissions and committees.
- Keeps a "tickler" list of upcoming Council agenda items. Attends meetings of the Common Council, Board of Review, Board of Appeals and other boards, commissions and committees as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of requirements for Federal, State and Local regulations regarding public sector.
- Must communicate effectively orally and in writing.
- Develops and maintains effective working relationships with City Council, City personnel, staff of other agencies and the general public.
- Must maintain confidential and sensitive information.
- Must be able to interpret policies and procedures and communicate this information in a clear and positive manner to internal and external customers.
- Exercise resourcefulness in solving problems in accordance with established ordinances, regulations and policies.
- Able to research an issue, understand and anticipate the impact of the new policy or initiative and recommend a course of action.

City Clerk Job Description

July 2016

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QUALIFICATIONS

Minimum:

- 2 year Associate degree from an accredited college in government, business administration or related field
- Four years progressively responsible experience and/or training; or equivalent combination of education and experience
- Experience in local government
- Two years supervisory experience

Preferred:

- Bachelor's Degree from four-year college or university in government, business administration, or related field
- Wisconsin Municipal Clerk Certification or ability to become certified

WORKING CONDITIONS

Work is performed primarily in a standard office environment that includes exposure to computer screens.

Primary functions require:

- Sufficient physical ability and mobility to work in an office setting
- Sit and answer phones/use computer equipment on a continuous basis
- On a frequent basis must be able to stand, walk, sit, talk and reach with hands and arms
- Occasionally lift, bend, stoop and retrieve files and boxes weighing up to 25-30 pounds
- Operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard
- Work with employees and/or the public that may be angry or upset

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



RESOLUTION NO.

RESOLUTION APPOINTING CITY CLERK
(JENNIFER ZEILER)

WHEREAS, the position of City Clerk is an appointment made by the City Council on an as needed basis; and

WHEREAS, the municipal code of the City of River Falls maintains the City Clerk shall have the powers and duties provided by Section 62.09(11), Wis. Stats. and such other duties as may be adopted from time to time by the City Council in the form of a job description; and

WHEREAS, Lu Ann Hecht, City Clerk since 2007, has notified the City that she will be retiring in December, 2016; and

WHEREAS, Jennifer Zeiler has been hired as the City Clerk and is prepared to assume the duties effective November 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby appoints Jennifer Zeiler as City Clerk, effective November 1, 2016.

Dated this 25th day of October, 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: October 25, 2016

Re: Shared Savings Loan Approval

INTRODUCTION

This memorandum requests the City Council approve the Shared Savings loan application of Moody's Inc. 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

Moody's Inc. is seeking a shared savings loan to upgrade outdoor lot lighting to LED.

Project Overview

Project:	LED Lighting
Monthly Loan Payment:	\$268.54
Monthly energy Savings:	\$456.17

Sources		Uses	
Focus on Energy Incentive	\$ 2,459	Energy Efficient LED Lighting Materials	\$ 11,675
RFMU Bonus Incentive	\$ 2,459	Installation Labor	\$ 8,564
Shared Savings Request	\$ 15,321		
Customer Upfront Capital	\$ 0		
Total Sources	\$ 20,239	Total Uses	\$ 20,239

Loan Liability Review

Shared Savings loan liability is shared equally between WPPI Energy and the member (RFMU), with each assuming 50% risk for projects capped at \$50,000. WPPI's default exposure to any one customer is capped at \$25,000.

WPPI Energy Credit Scoring Model Results

The applicant's loan request is reviewed by WPPI in accordance with their loan policies. For loan requests less than \$25,000, credit reviews are not required by WPPI Energy. WPPI delegates all decisions on Shared Savings eligibility, risk assessment, and loan approval to the River Falls Municipal Utilities. With Moody's request limited to \$15,321 and a positive utility bill payment history, staff was comfortable foregoing a full financial credit risk review.

SUPPORTING DOCUMENTS

Attached for your review are the:

1. Shared Savings Funding Agreement with WPPI and approving resolution
2. Shared Savings Promissory Note
3. Shared Savings Agreement with Moody's Inc. and approving resolution

CONCLUSION

Because of the positive utility bill payment history, the beneficial economic development impacts, and energy efficiency improvements, staff requests approval by the City Council of the resolution approving the shared savings funding agreement with WPPI Energy and the resolution approving the shared savings agreement with Moody's, Inc.



RESOLUTION NO.

APPROVING SHARED
SAVINGS AGREEMENT WITH WPPI ENERGY
(MOODY'S INC.)

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 Moody's Inc., for the installation of energy efficiency LED lighting; and

WHEREAS, because of the acceptable utility bill payment history 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 25th day of October, 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 October, 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. Moody’s Inc., a Wisconsin corporation, (“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 Fifteen Thousand Three Hundred Twenty-one and 00/100 Dollars (\$15,321.00) (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 Two Hundred Sixty-eight and 54/100 dollars (\$268.54) 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 percent (50%) 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 Manager
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:	Moody's Inc.			
Customer Representative:	Mike Moody, Treasurer			
Project Description:	Efficient exterior lighting retrofit			
Project Location:	590 S Wasson Lane, 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	-	81,100	\$5,474	\$20,239
TOTAL	-	81,100	\$5,474	\$20,239
<u>Financial Summary</u>				
Total project cost:			\$20,239	
Outside Funding (Focus on Energy incentive):			\$2,459	
Outside Funding (local utility incentive):			\$2,459	
Upfront Customer Contribution:			\$0	
Utility Contribution (Shared Savings Funding):			\$15,321	
Annual Service Fee (%):			2.00	
Repayment Term (months):			60	
Monthly Payment:			\$268.54	
Monthly Estimated Energy Savings:			\$456	
Net Estimated Monthly Cash Flow:			\$188	
Annual Payment:			\$3,222.44	
Annual Estimated Energy Savings:			\$5,474	
Net Estimated Annual Cash Flow During Repayment Term:			\$2,553.81	

Promissory Note

\$15,321

October _____, 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 **Fifteen Thousand Three Hundred Twenty-one and 00/100 dollars (\$15,321.00)** (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 **Two Hundred Sixty-eight and 54/100 dollars (\$268.54)** (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: _____



3B

RESOLUTION NO.

**APPROVING SHARED
SAVINGS AGREEMENT WITH MOODY'S INC.**

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 Moody's Inc, for the installation of energy efficiency LED lighting; and

WHEREAS, because of the acceptable utility bill payment history 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 Moody's Inc.

Dated this 25th day of October, 2016.

Dan Toland, Mayor

Attest:

Lu Ann Hecht, City Clerk

**River Falls Municipal Utilities
SHARED SAVINGS AGREEMENT**

THIS SHARED SAVINGS AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of October, 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 Moody’s Inc., a Wisconsin corporation, having its principal office at 590 S Wasson Lane, River Falls, WI 54022 (“Customer”), relating to property owned by Customer at 590 S Wasson Lane, 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 **Two Hundred Sixty-eight and 54/100 dollars (\$268.54)** (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: Treasurer
 Moody's Inc.
 590 S Wasson Lane
 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.

Moody's Inc.

River Falls Municipal Utilities

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Customer:	Moody's Inc.
Customer Representative:	Mike Moody, Treasurer
Project Description:	Efficient exterior lighting retrofit
Project Location:	590 S Wasson Lane, 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	-	81,100	\$5,474	\$20,239
TOTAL	-	81,100	\$5,474	\$20,239

Financial Summary

Total project cost:	\$20,239
Outside Funding (Focus on Energy incentive):	\$2,459
Outside Funding (local utility incentive):	\$2,459
Upfront Customer Contribution:	\$0
Utility Contribution (Shared Savings Funding):	\$15,321
Annual Service Fee (%):	2.00
Repayment Term (months):	60
Monthly Payment:	\$268.54
Monthly Estimated Energy Savings:	\$456
Net Estimated Monthly Cash Flow:	\$188
Annual Payment:	\$3,222.44
Annual Estimated Energy Savings:	\$5,474
Net Estimated Annual Cash Flow During Repayment Term:	\$2,552.81

**Shared Savings Program
River Falls Municipal Utilities
Appendix B - Installed Equipment
Moody's Inc.**

Item Number	Quantity	Mfr	Part or Model #	Description
1	13	Altech		300W LED exterior pole-mounted light fixture, 5000K, Type3 FT Lens, Slip Fitter Mount
2	2	Altech		200W LED exterior pole-mounted light fixture, 5000K, Type3 FT Lens, Slip Fitter Mount
3	2	Altech	Arca	80W LED exterior light fixture, 5000K, Type3 FT Lens, Slip Fitter Mount, Photo Eye



MEMORANDUM

4

To: Mayor Toland and Council Members

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

Date: October 25, 2016

Re: 2017 Health and Dental Insurance Renewal

The attached resolution authorizes renewal of the health and dental insurance plans for calendar year 2017 with HealthPartners. The proposed renewal premium for health insurance is a 0% increase, the proposed renewal premium for dental is 7%.

BACKGROUND

The City moved to HealthPartners in 2014 due to the termination of the plan with WPPI Trust in 2013. In 2015, the City reduced the number of available plans to a high deductible plan with a contribution to a health reimbursement account (HRA). In 2016, the employee share of health insurance premiums was raised from 5% to 10%.

HealthPartners has provided a very good medical and dental network system to meet employee needs. The initial 2014-2015 contract included a maximum premium increase of 15%. The history of actual premium increases shows more modest increases:

	2015 Total Premium % Change	2016 Total Premium % Change	2017 Total Premium % Change
Health	-1.73%	9%	0%
Dental	0%	12%	7%

DISCUSSION

The Affordable Care Act (ACA) has had a significant impact on the health care industry. ACA has affected not only the cost of insurance, but also how employers determine eligibility, added reporting requirements and could increase overall costs for employers subject to the "Cadillac Tax", which has been delayed until 2020. The change to a high deductible plan for all

employees in 2015 was very effective in reducing the overall premium. The increase in employee share of health premiums in 2016 was another change to manage the high costs of health care.

Again in 2017, we feel that employees should be making a greater contribution toward health care costs and are planning for an additional 2-1/2 % of the health premium to be financed by employees, bringing the cost share to 12.5% from employees and 87.5% from the City. As a result of the positive 2017 renewal, no additional plan changes are proposed, but modifications such as increased deductible options, co-payments for services and different out-of-pocket maximums could be implemented in the future.

FISCAL IMPACT

Providing quality health and dental insurance for employees is one of the traditional benefits offered by the City. Increasing costs are always a consideration, and changes are made almost every year to keep those costs down.

The current and proposed health and dental costs including HRA contributions are as follows:

Health Insurance	2015	2016	2017
Employee Share	5%	10%	12.5%
Employer Share	95%	90%	87.5%
Annual City Cost Including HRA	\$1,480,000	\$1,524,000	\$1,485,000

Dental Insurance	2015	2016	2017
Employee Share	50%	50%	50%
Employer Share	50%	50%	50%
Annual City Cost	\$53,400	\$59,800	\$64,000

RECOMMENDATION

The 2017 budget is sufficient to cover the proposed health and dental costs as proposed. Staff recommends approving the health and dental plan for 2017 with HealthPartners as presented.



RESOLUTION NO.

**RESOLUTION APPROVING RENEWAL OF HEALTH AND DENTAL INSURANCE
HEALTHPARTNERS**

WHEREAS, health and dental proposals were solicited in 2013 for the 2014 plan year from area insurance providers; and

WHEREAS, Health Partners was selected as the provider and plan most advantageous for the City; and

WHEREAS, administration of the plans has been satisfactory; and

WHEREAS, the 2017 health insurance premiums were not increased from 2016 for a zero percent renewal;

WHEREAS, the 2017 dental insurance premiums were increased by 7%, with the increased cost shared equally between the City and the employee; and

WHEREAS, an increase of 2-1/2% in the employee share of health insurance is planned for the 2017 benefit year, with all other plan design features remaining the same as the current plan.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of River Falls hereby approves the renewal of health and dental insurance with HealthPartners for the year January 1, 2017 through December 31, 2017 per the attached memo regarding monthly rates.

Dated this 25th day of October, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk



MEMORANDUM

TO: Mayor Toland and City Council

FROM: Tony Steiner, City Planner

DATE: October 25, 2016

TITLE: **General Development Plan for Spring Creek Estates 1st Addition Planned Unit Development**

RECOMMENDED ACTION

Recommend approval of the attached resolution regarding the General Development Plan for Spring Creek Estates 1st Addition subject to noted contingencies.

BACKGROUND

The City has received an application from GMTZ, LLC for review and recommendation on a General Development Plan (GDP) for a Planned Unit Development (PUD) on property located in Spring Creek Estates. The project is titled Spring Creek Estates 1st Addition Planned Unit Development.

Planned Unit Developments are allowed per the requirements of Chapter 17.72. The Purpose and Intent Section 17.72.010 states:

“The planned unit development, (PUD) special use is established to provide a regulatory framework designed to encourage and promote improved environmental design in the city by allowing for greater freedom, imagination and flexibility in the development of land, while assuring substantial compliance to the basic intent of the zoning ordinance and the comprehensive plan for community development. To this intent, it promotes architectural designs compatible with surroundings, allows diversification and variation in the relationship of uses, structures, open spaces and heights of structures in developments, conceived and implemented as comprehensive and cohesive unified projects. It is further intended to encourage more rational and economic development with relationship to public services and to encourage and facilitate preservation of open land.”

The proposed planned unit development (PUD) consists of two overall areas. The north portion is labeled “Area A” and includes a portion of outlot 10 of Spring Creek Estates final plat labeled

for future development and all of lot 1 of CSM 3-196 consisting of approximately 1.54 acres. The South portion labeled as "Area B", includes all of outlot 15 of Spring Creek Estates plat, consisting of 3.6 acres. The total PUD area is approximately 9.2 acres.

Area A is bordered on the North by Stonebrook Townhome Community, to the East by STH 29, to the West by single family lots in Spring Creek Estates (lots 133 -146) and to the South by City of River Falls property – parkland dedicated as part of Spring Creek Estates and Lot 2 of CSM 3-196 (approximately 2.7 acres) plus an additional 6.85 acres owned by the City.

Area B is bordered on the North and West by City parkland zoned Conservancy, on the East by city owned land zoned Conservancy and Spring Creek Subdivision lots and on the South by an existing single family home in the Township.

The PUD exact location and boundaries are shown on Exhibit 3, General Development Plan Spring Creek Estates 1st Addition.

SURROUNDING ZONING:

Area A

- North of the property is land zoned Single Family (R-1) PUD with adjacent use being single family homes
- East of the property is Hwy 29 and land zoned (R-1) Single Family (ETZ)
- South of the property is land zoned (R-1) Single Family and (C) Conservancy
- West of the property is land zoned (R1) Single Family

Area B

- North of the property is land zoned (C) Conservancy
- East of the property is land zoned (C) Conservancy and (R1) Single Family
- South of the property is land zoned (A) Agriculture ETZ and (R-1) Single Family
- West of the property is land zoned (C) Conservancy, (R-1) Single Family and (R-1) Single Family ETZ

ANALYSIS

The General Development Plan has been reviewed by City Staff and the following concerns were noted as part of the review. Contingencies further below are recommended as part of approval.

Area A

- The addition of decks either at time of house construction or added at a later point that encroach beyond approved building setback envelope and potentially into stream buffer, or steep slopes (Lots 105-107)
- The installation of signs denoting parkland and public access
- Objections by adjacent property owners to development of pedestrian access easements after houses have been constructed, (Lots 107 and 108)
- Privacy and noise attenuation for lots adjacent to STH 29 right of way (Lots 114-127)

Area B

- Impact of impervious surfaces draining to and eroding steep slopes (Lots 154-158)
- Private driveway access (Lots 154-158)

Both

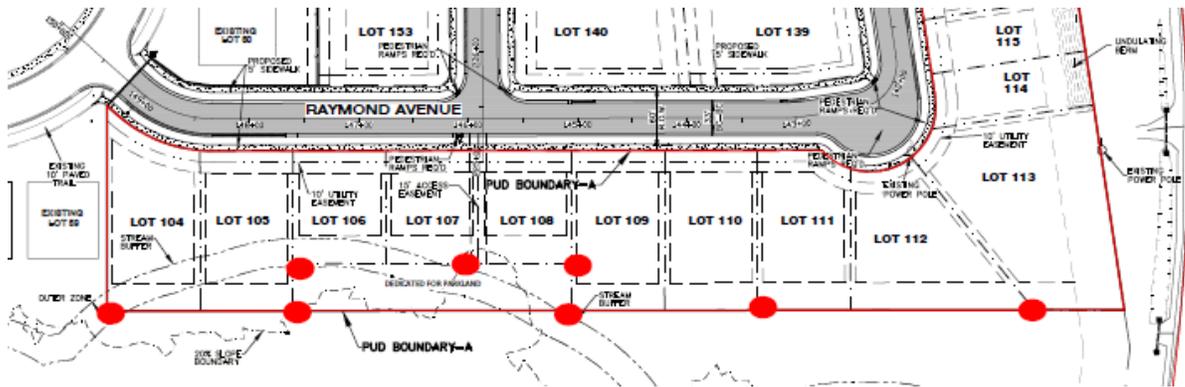
A & B

- The installation of signs denoting parkland and public access
- Letter of Credit requirements per the Original Developer's Agreement
- Assurance of single ownership of project as required by the PUD ordinance

The following contingencies are recommended as part of approval:

Area A

1. The Specific Implementation Plan shall include the building type and show the footprint of the house and deck area for lots 105-107.
2. The developer shall install signs denoting park land and public access in those areas susceptible to encroachment. (Rear of lots 106-108, as well as along the south PUD border and access easement between Lots 107 and 108.) Signs will be provided by the City but paid for and installed by developer. Eight sign placement locations are suggested as shown below.

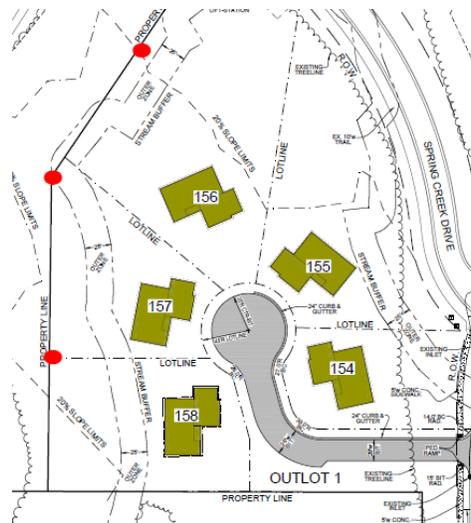


3. The developer shall submit a landscape plan that provides a minimum six foot high screen along the top of the undulating berm for lots 114-127 for visual and noise attenuation.
4. The Specific Implementation Plan shall note the location for a sign noting public access to the easement access on Raymond Avenue for the easement between lots 107 and 108. The Developer shall coordinate with City for installation of the sign prior to building permits being issued for lots 107-108.

5. The developer shall submit a landscape plan that provides a minimum six foot high screen along the top of the undulating berm for lots 114-127 for visual and noise attenuation.
6. Per Exhibit 2, the building plans for the twin home lots will be submitted on the SIP. Plans will include a minimum of three different exterior layouts that include different roof lines to create architectural diversity.
7. The rest of the lots not specified above will show the house type (standard – slab or full basement, lookout or walkout on the SIP).

Area B

1. The Specific Implementation Plan for lots 154-158 will show specific plans for drainage structures servicing impervious surfaces that will drain to steep slopes as required in Municipal Ordinance Section 16.12.050.
2. The City will allow a private driveway to access lots 154-158. The cul de sac and approach shall be built to City standards. The private drive will be dedicated to the City when the property to the south is developed and public right of way connects to Greenwood Valley Drive. Addendum 2 to the original Developer’s Agreement memorializes this arrangement.
3. The developer shall install signs denoting park land and public access in those areas susceptible to encroachment. Signs will be provided by the City but paid for and installed by developer. Three sign placement locations are suggested as shown below.



4. The Specific Implementation Plan shall include building type and show the footprint of the house and deck area for each lot.

Area A & B

1. The developer shall have a letter of credit on file with the City per the requirements of the Developer's Agreement for Spring Creek Estates. Article IV. Section 4.2. See Addendum Two to the original Developer's Agreement.
2. Prior to approval of the Specific Implementation Plan or beginning of construction, whichever comes first, the Developer shall submit documentation that property included in the General Development Plan are under single ownership.

RECOMMENDATION:

On September 20, 2016 the Plan Commission held a public hearing. At the conclusion of the public hearing the Plan Commission forwarded the general development plan and an addendum to the developer's agreement to Council unanimously with a favorable recommendation subject to the contingencies above. Staff is holding the Developer's Agreement for further changes and will be forwarded to Council for final approval with the specific Implementation Plan. Attached you will find a resolution (Exhibit 1) for your review and action and a general development plan (Exhibit 3) for your review.

EXHIBITS:

1. Resolution Regarding General Development Plan
2. General Development Plan Summary (Submitted by Developer)
3. General Development Plan Spring Creek Estates 1st Addition



RESOLUTION NO.
REGARDING GENERAL DEVELOPMENT PLAN
FOR
SPRING CREEK ESTATES 1ST ADDITION PUD

WHEREAS, GMTZ, LCC has submitted an application for a Planned Unit Development (PUD) known as Spring Creek Estates 1st Addition; and

WHEREAS, this development is part of Spring Creek Estates for which a Developer's Agreement was approved between the City and Developer in 2005; and

WHEREAS, this development and developer are bound by this agreement; and

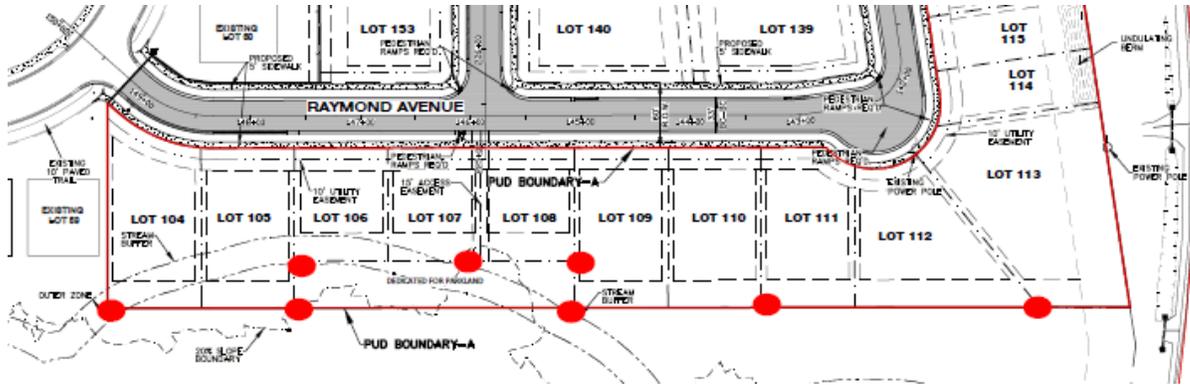
WHEREAS, the Plan Commission reviewed the amended General Development Plan specific to the area proposed for Spring Creek Estates 1st Addition PUD at a public hearing held on September 20, 2016; and

WHEREAS, the Plan Commission found the General Development Plan to be acceptable subject to contingencies and;

WHEREAS, those contingencies are as follows:

Area A

1. The Specific Implementation Plan shall include the building type and show the footprint of the house and deck area for lots 105-107.
2. The developer shall install signs denoting park land and public access in those areas susceptible to encroachment. (Rear of lots 106-108, as well as along the south PUD border and access easement between Lots 107 and 108.) Signs will be provided by the City but paid for and installed by developer. Eight sign placement locations are suggested as shown below.

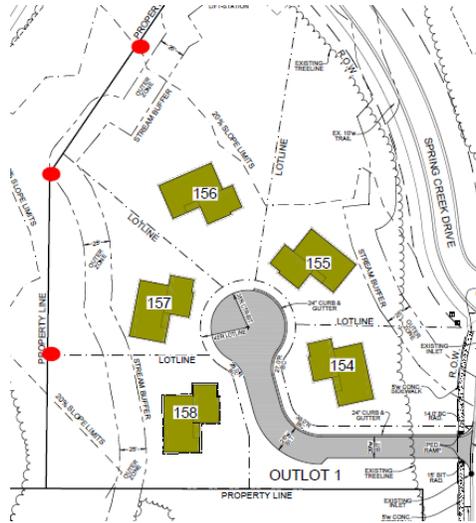


3. The developer shall submit a landscape plan that provides a minimum six foot high screen along the top of the undulating berm for lots 114-127 for visual and noise attenuation.
4. The Specific Implementation Plan shall note the location for a sign noting public access to the easement access on Raymond Avenue for the easement between lots 107 and 108. The Developer shall coordinate with City for installation of the sign prior to building permits being issued for lots 107-108.
5. The developer shall submit a landscape plan that provides a minimum six foot high screen along the top of the undulating berm for lots 114-127 for visual and noise attenuation.
6. Per Exhibit 2, the building plans for the twin home lots will be submitted on the SIP. Plans will include a minimum of three different exterior layouts that include different roof lines to create architectural diversity.
7. The rest of the lots not specified above will show the house type (standard – slab or full basement, lookout or walkout on the SIP).

Area B

1. The Specific Implementation Plan for lots 154-158 will show specific plans for drainage structures servicing impervious surfaces that will drain to steep slopes as required in Municipal Ordinance Section 16.12.050.
2. The City will allow a private driveway to access lots 154-158. The cul de sac and approach shall be built to City standards. The private drive will be dedicated to the City when the property to the south is developed and public right of way connects to Greenwood Valley Drive. Addendum 2 to the original Developer’s Agreement memorializes this arrangement.

- The developer shall install signs denoting park land and public access in those areas susceptible to encroachment. Signs will be provided by the City but paid for and installed by developer. Three sign placement locations are suggested as shown below.



- The Specific Implementation Plan shall include building type and show the footprint of the house and deck area for each lot.

Area A & B

- The developer shall have a letter of credit on file with the City per the requirements of the Developer’s Agreement for Spring Creek Estates. Article IV. Section 4.2. See Addendum Two to the original Developer’s Agreement.
- Prior to approval of the Specific Implementation Plan or beginning of construction, whichever comes first, the Developer shall submit documentation that property included in the General Development Plan are under single ownership.

WHEREAS, the Plan Commission forwarded the General Development Plan of Spring Creek Estates 1st Addition to the Common Council with a favorable recommendation subject to the contingencies noted in this resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves the General Development Plan of Spring Creek Estates 1st Addition to the Common Council with the contingencies noted in this resolution.

Dated this 25th day of October, 2016

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk

*GENERAL DEVELOPMENT PLAN
Planned Unit Development*

Spring Creek Estates 1st Addition

City of River Falls, Wisconsin

08/26/2016

ACA JOB NUMBER 5266-003

Prepared by:

■ **Auth•Consulting & Associates - AC/a**

Planning, Engineering, Building Design & Surveying

2920 Enloe Street, Suite 101, Hudson WI 54016

Hudson Office: 715-381-5277

Corporate Office: 715-232-8490

www.authconsulting.com

S&N Land Surveying & Nelsen Land Surveying- Divisions of AC/a

OVERVIEW/LOCATION

The planned unit development (PUD) consists of a two overall areas. The north portion is labeled area A and includes a portion of outlot 10 of Spring Creek Estates final plat labeled for future development and all of lot 1 of CSM 3-196 consisting of approximately 1.54 acres. The South portion labeled as Area B includes all of outlot 15 of Spring Creek Estates plat, consisting of 3.6 acres. The total PUD area is approximately 9.2 acres.

Area A is bordered on the North by Stonebrook Townhome Community, to the East by STH 29, to the West by single family lots in Spring Creek Estates (lots 60-66) and to the South by City of River Falls property – parkland dedicated as part of Spring Creed Estates and Lot 2 of CSM 3-196 (approximately 2.7 acres).

Area B is bordered on the North and West by parkland, on the East by City lots and on the South by an existing single family home in the Township.

The PUD boundaries are shown on plan sheet C2.0.

GENERAL CHARACTER OF DEVELOPMENT

The proposed development will consist of twin homes (zero lot line structures) and single family residential houses.

Area A includes a small berm which will be added to buffer the homes along highway 29- see site layout for approximate size and location. The berm will be similar in character and size to the berm in Stonebrook Townhome Community.

PATTERN OF PUBLIC AND PRIVATE STREETS

The roadways within area A will all be public streets. Every unit will have a two car garage and room in front of the garage to park, along with the parking available on the public street. The roadway within Area B is a private drive.

UTILITY FEASIBILITY

The water and sewer are available and have been sized accordingly during the development of Spring Creek Estates subdivision.

RECREATIONAL/OPEN SPACE

The subdivision has access to large open space dedicated during the platting of Spring Creek Estates. In addition, there is a small regional park in close proximity to the subdivision to provide an active park

area. On the South side of lots 106-108 includes additional parkland dedication to the existing passive park system.

PROJECT TEAM

DEVELOPER: GMTZ
ENGINEER/SURVEYOR: Auth Consulting & Associates

Parcels A and B are currently under separate ownership, but include common ownership. Prior to submittal of the specific implementation plan parcel B will be purchased by GMTZ. It is anticipated this will occur within the next 45 days.

SCHEDULE/PHASING

It is anticipated that roadway and utility construction will begin in the fall of 2016 and will be completed as one phase. Construction is estimated at 4-6 weeks for the public improvements, with the exception of curb/gutter, pavement and final restoration which is anticipated in the Spring of 2017. Home construction is anticipated to begin in the late fall with occupancy permits anticipated in late May of 2017.

ECONOMIC ANALYSIS

The developer will install all the public improvements and dedicate them to the public. The project has obtained bank approval.

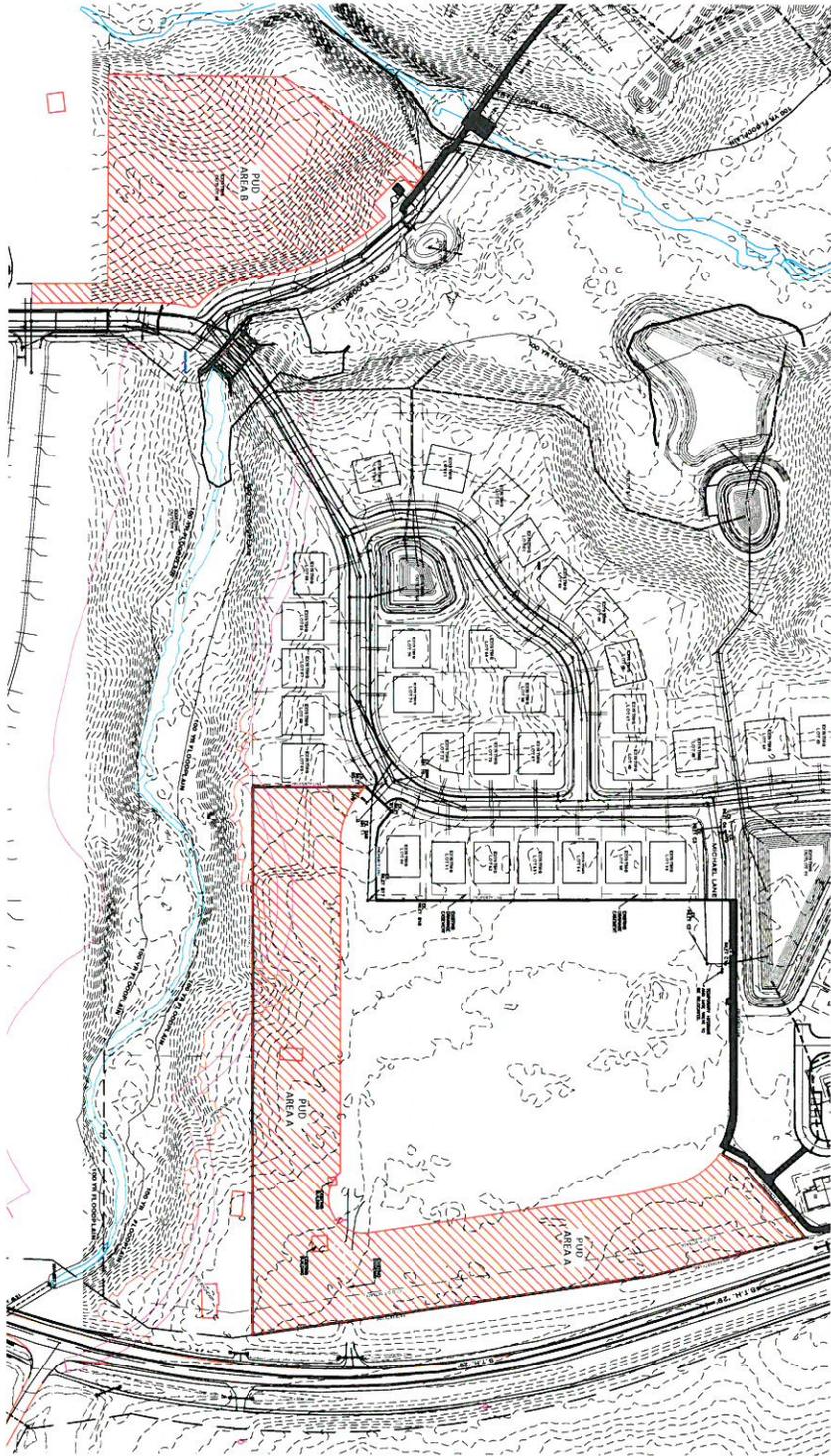
ORGANIZATIONAL STRUCTURE

Each lot in Area A will be owner maintained with no association. The lots in Area B will have an association responsible for the private drive maintenance.

BUILDING PLAN/TYPE/LAYOUT

Final building plans for the twin home lots will be submitted during the specific implementation plan submittal. Twin home plans will include a minimum of 3 different exterior layouts/roof lines to create architectural diversity.

At the specific implementation plan the single family lots will show a grading and erosion control plan that will show the house type (standard – slab or full basement, lookout or walkout). The grading plan will also define the building envelope limits for lots in close proximity to the shoreland buffer.

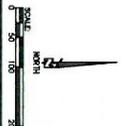


LEGEND

EXISTING SITE CONTROLS	EX 30' BARRIER CURB & GUTTER
EXISTING LIFT CONTROLS	EX 30' WOODEN RAIL CURB AND GUTTER
PROPERTY BOUNDARY LINE	EX SANITARY SEWER
O.O.T. RIGHT-OF-WAY	EX STORM SEWER
D.O.T. SETBACK	EX WATERMAIN
STREEM BUFFER	EX HYDRANT AND VALVE
25% SLOPE BOUNDARY	EXISTING FENCE
	ORDINARY HIGH WATER MARK
	EX OBSTACLE EASEMENT
	EXISTING PAVED TRAIL

EXISTING SITE CONDITION NOTE

EXISTING CONDITIONS SHOWN ARE BASED ON TOPOGRAPHIC INFORMATION PROVIDED BY PERCE COUNTY LAND DATA AND WITH THE UNDERSTANDING THAT THE INFORMATION IS NOT A GUARANTEE OF ACCURACY. EXISTING SITE CONDITIONS FOR ACCURACY PRIOR TO ANY REMEDIATION OR CONSTRUCTION ACTIVITIES CONSTRUCTION.



PROJECT:
SPRING CREEK ESTATES 1ST ADDITION
GMTZ
 CITY OF RIVER FALLS, PIERCE COUNTY, WISCONSIN

SHEET NO.
C2.0

EXISTING CONDITIONS

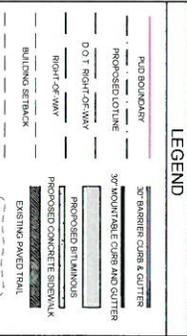
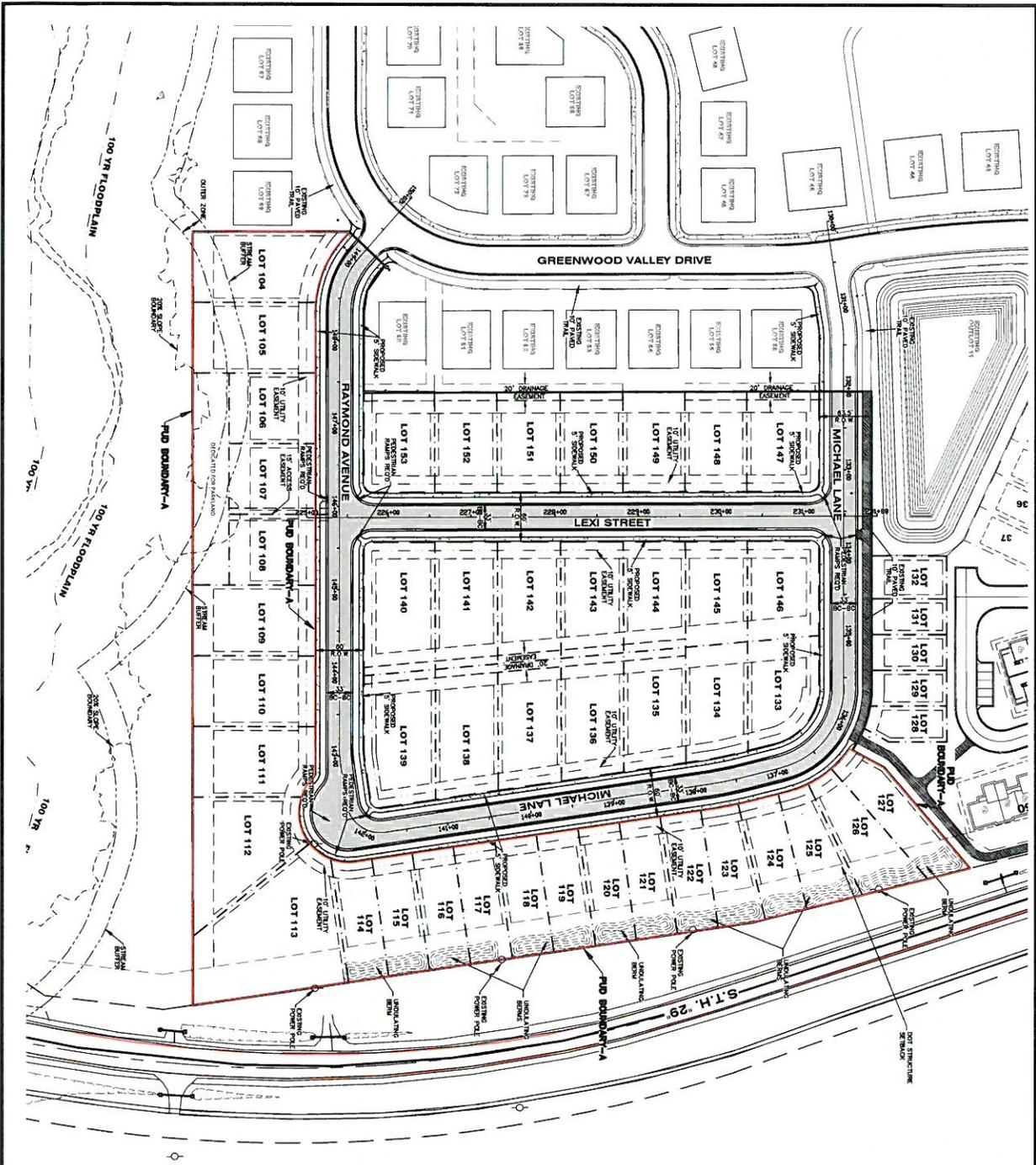
ACA CONSULTING ASSOCIATES

408 Technology Drive East
 Suite 111
 Eau Claire, WI 54601
 Tel: 715-255-8488
 acatheconsulting.com

3200 Olive Street
 Suite 111
 Madison, WI 53704
 Tel: 715-961-5377

Auth-Consulting/associates
 5287 East Norwintony a division of ACA

DRAWING PHASE:	DRAWN BY: DCK		
OWNER REVIEW	CHECKED BY: MDH		
X AGENCY REVIEW	DATE: 07/26/16		
NO DOCUMENT	DWG FILE: C2.0-Ex SITE		
FOR CONSTRUCTION	REF FILE: 5286-003		
AS-BUILT DOCUMENT	JOB NUMBER: 5286-003		
		ODP SUBMITTAL	MDH 08/26/16
		REVISION DESCRIPTION:	NAME DATE



- GENERAL SITE NOTES**
1. CONTRACTOR SHALL VERIFY ALL UTILITIES TO BE MAINTAINED OR REMOVED AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL MAINTAIN TRAFFIC ACCESSIBILITY ALONG THE PROJECT OF SITES ARE TO BE REMOVED WITHOUT THE PRIOR APPROVAL OF THE OWNER.
 2. CONTRACTOR TO VERIFY AND LOCATE ALL EXISTING UTILITIES IN RIGHT-OF-WAY PRIOR TO ANY WORK BEING PERFORMED WITHIN THE RIGHT-OF-WAY. ANY REQUIRED LINE CHANGES OR TRAFFIC CONTROL MEASURES SHALL BE COORDINATED WITH CITY STAFF AS NECESSARY.
 3. CONTRACTOR TO CORRECTIVE RELOCATION OF ANY SMALL UTILITIES AS NECESSARY.
 4. CONTRACTOR SHALL MAINTAIN TRAFFIC ACCESSIBILITY ALONG THE PROJECT OF SITES ARE TO BE REMOVED WITHOUT THE PRIOR APPROVAL OF THE OWNER.
 5. CONTRACTOR SHALL MAINTAIN TRAFFIC ACCESSIBILITY ALONG THE PROJECT OF SITES ARE TO BE REMOVED WITHOUT THE PRIOR APPROVAL OF THE OWNER.

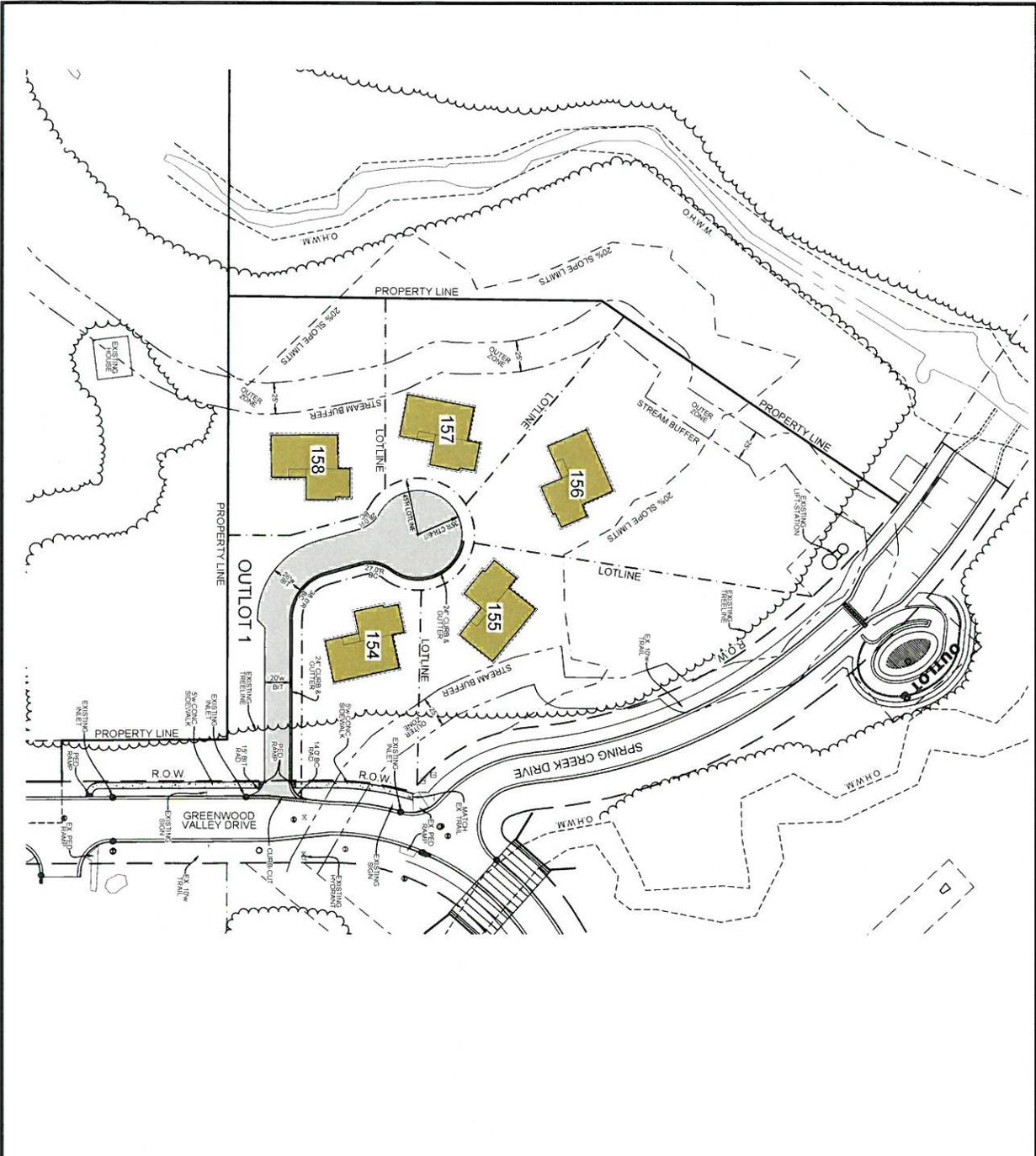


PROJECT:
SPRING CREEK ESTATES 1ST ADDITION
GMTZ
 CITY OF RIVER FALLS, PIERCE COUNTY, WISCONSIN
SITE PLAN-PUD AREA A

Auth-Consulting/associates
 5th Level Servicing a Division of A/C/A

CONTRACT NO.	292	DATE	07/26/16
PROJECT NO.	16	DATE	07/26/16
OWNER	City of River Falls	DATE	07/26/16
DESIGNER	Auth-Consulting/associates	DATE	07/26/16
DATE	07/26/16	DATE	07/26/16
SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT	SPRING CREEK ESTATES 1ST ADDITION	PROJECT	SPRING CREEK ESTATES 1ST ADDITION
DATE	07/26/16	DATE	07/26/16
BY	DKK	BY	DKK
CHECKED BY	MDH	CHECKED BY	MDH
DATE	07/26/16	DATE	07/26/16
FOR CONSTRUCTION	REF FILE: 5266-003	FOR CONSTRUCTION	REF FILE: 5266-003
AS-BUILT DOCUMENT	JOB NUMBER: 5266-003	AS-BUILT DOCUMENT	JOB NUMBER: 5266-003

DATE	08/26/16
NAME	MDH
DATE	08/26/16
NAME	MDH
DATE	08/26/16
NAME	MDH



LEGEND

PLD BOUNDARY	2" WARMER CLIMB & GUTTER
PROPOSED LOTLINE	PROPOSED AT-GRASS
DOT RIGHT-OF-WAY	PROPOSED CONCRETE SIDEWALK
RIGHT-OF-WAY	
BUILDING SETBACK	
STREAM BUFFER	
20% SLOPE BOUNDARY	
ORDINARY HIGH WATER MARK	

- GENERAL SITE NOTES**
1. CONTRACTOR TO OBTAIN PERMISSORS FROM THE CITY TO WORK IN RIGHT-OF-WAY PRIOR TO ANY WORK BEING PERFORMED WITHIN THE RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE COORDINATED WITH CITY STAFF, AS REQUIRED.
 2. CONTRACTOR TO FIELD VERIFY AND LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 3. CONTRACTOR TO COORDINATE RELOCATION OF ANY SMALL UTILITIES AS REQUIRED.
 4. CONTRACTOR SHALL MAINTAIN TRAFFIC ACCESSIBILITY ALONG THE PROJECT.
 5. NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT THE PRIOR APPROVAL OF THE OWNER.

PROJECT:
SPRING CREEK ESTATES 1ST ADDITION GMTZ
 CITY OF RIVER FALLS, PIERCE COUNTY, WISCONSIN
SITE PLAN-PUD AREA B

Auth-Consulting/associates
 528 Land Surveying & Division of a C/A

CORPORATE OFFICE
 608 Technology Drive East
 Suite 111
 Menomonie, WI 54751
 Tel: 715-251-4444
 Fax: 715-251-4444
 auticonsulting.com

FIELD OFFICE
 2928 Eagle Street
 Suite 111
 Hudson, WI 54016
 Tel: 715-261-5277

DRAWING PHASE:	DRAWN BY:	DICK
OWNER REVIEW	CHECKED BY:	MDH
X AGENCY REVIEW	DATE:	07/26/16
BD DOCUMENT	DWG FILE:	C3.1-Site
FOR CONSTRUCTION	REF FILE:	5266-003
AS-BUILT DOCUMENT	JOB NUMBER:	5266-003

REVISION DESCRIPTION:	MDH	DATE
GDP SUBMITTAL	MDH	08/26/16



**COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

TO: Mayor Toland and Council Members

FROM: Buddy Lucero, Community Development Director

DATE: October 25, 2016

RE: Review and Action on the Kinnickinnic River Corridor Committee Members, Schedule and Public Engagement Plan

INTRODUCTION

Review and Action on a Resolution to Approve the Kinnickinnic River Corridor Committee Members, Schedule and Public Engagement Plan for the Kinnickinnic River Corridor Plan.

BACKGROUND

In late 2013, the City began the federal relicensing process for two hydroelectric dams on the Kinnickinnic River within the City’s central area. This past March the Federal Energy Regulation Commission (FERC) granted a rehearing of their earlier denial of a request for a five-year license extension for the River Falls Hydroelectric Project. This action extends the license term to 2023 and delays any notice by the City to FERC to 2018 on whether the City will relicense or surrender the license. After thoughtful community engagement the City Council determined that now is the appropriate time to begin a carefully thought out multi-phased process that leads to a comprehensive long term plan for the broader Kinnickinnic River Corridor.

A Request For Proposal (RFP) was drafted for evaluating proposals from qualified consultants (or teams of consultants) experienced in multi-phased land planning based on comprehensive community engagement and support. The City Council appointed a Selection Committee that reviewed these proposals and approved their recommending of SEH of St. Paul Minnesota. The scope of work outlined in the RFP called for a Community Engagement Plan to be approved by the City Council.

DISCUSSION

Steering Committee

The Kinnickinnic River Corridor Planning process calls for a Steering Committee made of representatives with varying backgrounds. The Committee serves in an advisory capacity to the City Council. The City advertised for Committee members through the City Newsletter, website, email, and River Falls Journal. The City Project Team (staff) and Consultant Team reviewed the applications and recommend the attached list of individuals. As noted above, the Committee serves in an advisory capacity only.

Schedule

Also attached is the Kinnickinnic River Corridor Plan Schedule that outlines major activities, dates and deliverables to achieve the objectives of the Plan.

Public Engagement Plan

The City of River Falls has a long history of citizen engagement. Residents expect to participate meaningfully in determining the future of their community. It is important to the City that the River Corridor Plan integrates thoughtful community engagement, necessary transparency, and essential input from residents, user groups, and stakeholders throughout the planning process. Attached for your review and action is a plan that identifies goals and objectives for completing a scope of work designed to facilitate a decision regarding the future of the City's two hydroelectric facilities, and the resulting plan for the future of the corridor.

CONCLUSION

The City Project Team and the Consultant Team recommends Council approval of the attached resolution regarding Kinnickinnic River Corridor Plan Committee Members, Schedule and Public Engagement Plan.

Exhibits:

1. Resolution approving Kinnickinnic River Corridor Plan Committee Members, Schedule and Public Engagement Plan.
2. Kinnickinnic River Corridor Plan Committee Draft Charter and Members
3. Kinnickinnic River Corridor Plan Draft Schedule
4. Kinnickinnic River Corridor Engagement Plan

CITY OF RIVER FALLS

**RESOLUTION
APPROVING THE COMMITTEE MEMBERS, PLAN SCHEDULE
AND PUBLIC ENGAGEMENT PLAN FOR THE
KINNICKINNIC RIVER CORRIDOR PLAN**

WHEREAS, the City of River Falls has determined that now is the appropriate time to begin a carefully considered, multi-phased process that leads to a comprehensive long-term plan for the Kinnickinnic River Corridor; and

WHEREAS, the Kinnickinnic River Corridor Committee shall serve in an advisory capacity and provide oversight to the City Council, City staff and the Consultant Team during plan development and public engagement; and

WHEREAS, the Members for a Kinnickinnic River Corridor Committee shall consist of Dan Toland, Mayor; Adam Myszewski, Utility Advisory Board; Elizabeth Moody, Planning Commissioner; Susan Reese, Park and Recreation Advisory Board; Rita M. Kozak, Ph.D., UWRF Kinni Consortium; Dave Fodroczi, Kinnickinnic River Land Trust; Gary Horvath, Trout Unlimited; Jason Egerstrom, Public Relations/Communications; Patricia K. La Rue, Judicial Paralegal; Rick Bowen, Retired; and Chris Blasius, CEO, River Falls Chamber of Commerce and Tourism Bureau; and

WHEREAS, the Kinnickinnic River Corridor Plan Schedule outlines a variety of activities and deliverables to achieve the objectives of this Plan; and

WHEREAS, the Kinnickinnic River Corridor Engagement Plan provides for thoughtful community engagement, necessary transparency and essential input from residents, user groups and stakeholders throughout the planning process; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of River Falls appoints and approves members for a Kinnickinnic River Corridor Committee, a Planning Schedule and Public Engagement Plan for the Kinnickinnic River Corridor Plan.

Passed, approved, and adopted this 25th day of October, 2016.

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk



Kinnickinnic River Corridor Plan Committee

Draft Charter

What: Kinnickinnic River Corridor Plan Steering Committee

Why: The Committee serves in an advisory capacity and provides oversight to the City Staff and Consultant team during plan development and public engagement. The Committee will serve to increase transparency and inclusivity in plan development, and will ensure the objectivity of the public process for completing the Kinnickinnic River Corridor Plan. The community needs to guide the discussion and outcomes for the Corridor Plan, and how the future of the river contributes to that plan. The plan must facilitate and support City Council decisions regarding hydro relicensing, and will guide future decisions regarding disposition of the City dams.

Scope: The Committee will meet throughout the planning process based on an initial schedule adopted at the first meeting, and amended thereafter. All committee meetings will be open to the public, but participation during the meeting will be limited to committee members, City staff and the members of the consultant team, unless approved by the committee. The Committee members are asked to fulfill a two year commitment to serve on the Kinnickinnic River Corridor Plan Steering Committee.

Roles: The committee will have co-chairs which will be the Mayor and the City Project Team Leader. Committee participation is voluntary however, success of the committee depends on regular participation at and outside of meetings. Members unable to participate throughout the planning process are expected to notify one of the co-chairs for potential replacement on the committee.

Boundaries:

- Recommending meeting schedule and frequency.
- Sounding Board for Public Engagement Plan and Tech Talk Topics.
- Serving as a resource for the planning team by identifying reports, studies, data and investigations relevant to the corridor planning process.

- Offering/organizing in-kind contributions related to technical investigations, public engagement and information, fiscal support and identification of applicable grant program to support plan development and implementation.
- Reviewing and commenting on various technical studies and planning products.
- Recommending changes to committee memberships

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Written comments regard plan elements
- In-kind contributions

Typical Agenda

- I. Call to Order
- II. Roll Call
- III. Review of Agenda, noting additions or deletions
- IV. Review of Meeting Minutes
- V. Public Engagement Report
- VI. Technical Investigations Report
- VII. Planning Documents – Review and Comments
- VIII. In-kind contributions Update
- IX. Review of project schedule
- X. Tasks and Assignments
- XI. Public Comments
- XII. Adjourn



Kinnickinnic River Corridor Plan Committee

1. **Mayor, Dan Toland**
2. **Member at Large - UWRF Kinni Consortium**
Rita M. Kozak, Ph.D.
UWRF
324 Agricultural Science
611 S. 3rd St.
River Falls, WI 54022
715-425-4847
rita.kozak@uwrf.edu
3. **Member at Large - Kinnickinnic River Land Trust**
Dave Fodroczi
421 N 2nd St.
River Falls, WI 54022
715-425-5738
dave@kinniriver.org
4. **Member at Large - Tourism and Economic Development**
Chris Blasius, Chief Executive
215 W. Maple St.
River Falls, WI 54022
715-425-2533
chris@rfchamber.com
5. **Member at Large - Trout Unlimited (Kiap-Tu-Wish Chapter)**
Gary Horvath
623 W. Pine St.
River Falls, WI 54022
715-425-8489
magshorvath@comcast.net

6. **Member at Large - Public Relations/Communications**
Jason Egerstrom
296 Sylla St.
River Falls, WI 54022
715-441-2443
jregerstrom@gmail.com

7. **Member at Large - Judicial Paralegal**
Patricia K. La Rue
489 Marcella Ct.
River Falls, WI 54022
715-426-5621
Patricia.LaRue@courts.state.mn.us

8. **Member at Large – Retired**
Rick Bowen
1027 Falcon Dr.
River Falls, WI 54022
715-425-0244
rsbowen6844@att.net

9. **City of River Falls Utility Advisory Board**
Adam Myszewski
2111 Rushmore Dr.
River Falls, WI 54022
651-245-1971
adam@houckads.com

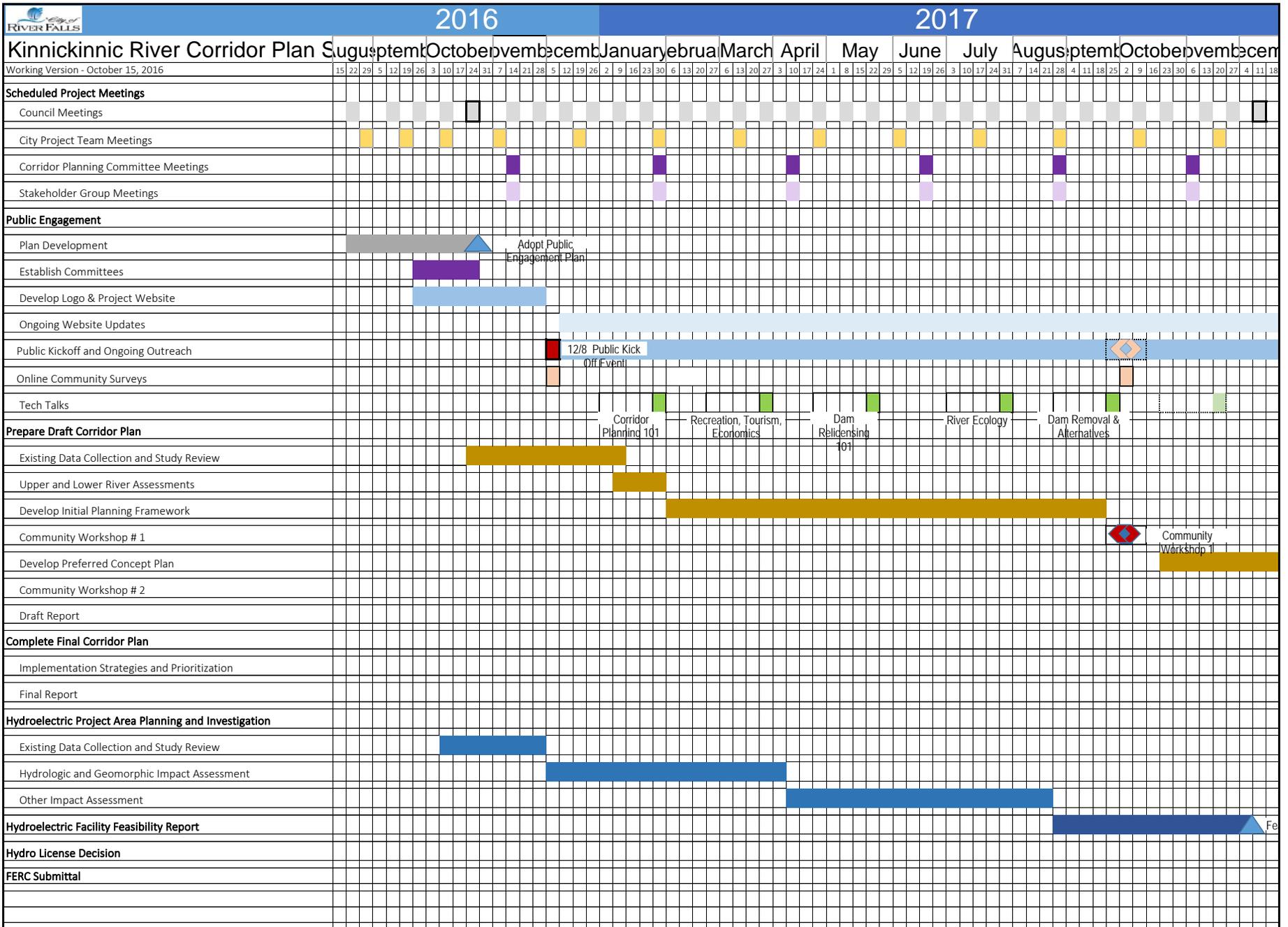
10. **City of River Falls Planning Commissioner**
Elizabeth Moody
1208 Washington Ct.
River Falls, WI 54022
PH# 715-425-2472
emmoody2@yahoo.com

11. **City of River Falls Park and Recreation Advisory Board**
Susan Reese - Park & Rec Chair
425 N. Wasson Ln.
River Falls, WI 54022
715-425-9369
susanreese1@aol.com

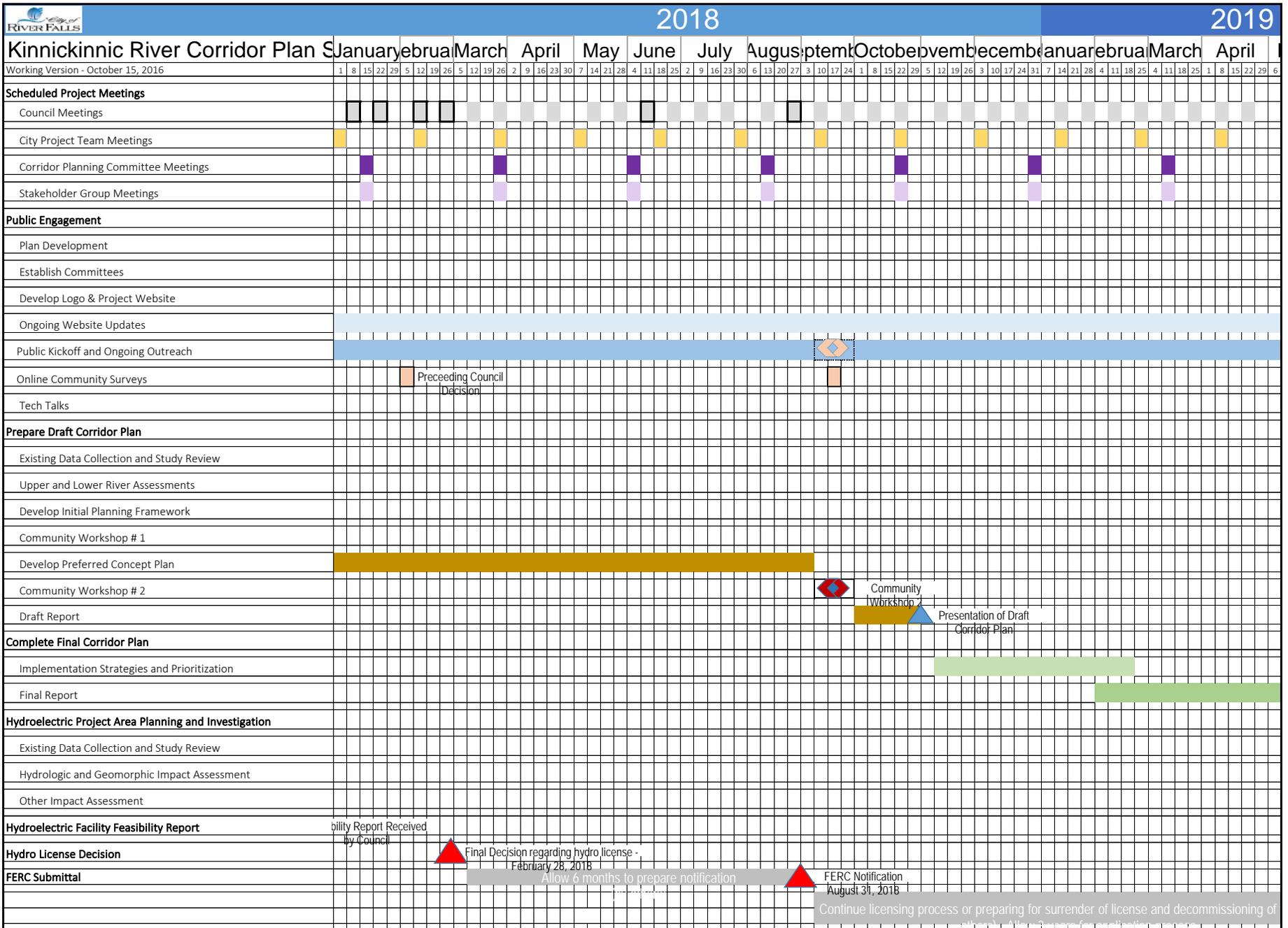


**Kinnickinnic River Corridor Plan Overview
Oct. 25, 2016**

2016	
Oct. 25	City Council presentation and resolution re: 1) Corridor Committee members; 2) Project Schedule; and 3) Engagement Plan
Oct. 26	Engagement Program Plan is implemented (see attachment)
Oct.-Jan.	Consultants review and summarize existing data collection
Nov. 17	Corridor Committee kick-off meeting <i>Committee and Stakeholder Group meets quarterly; City Project Team meets monthly</i>
Dec. 8	Kinni Project Community Kick-Off event
December	Consultants begin conducting hydrologic and geomorphic impact assessments
2017	
January	Tech Talk #1 (Tentative Topic: River Corridor Planning 101)
January	Consultants conduct upper and lower river assessments
February	Development of the planning framework begins
March	Tech Talk #2 (Tentative Topic: Recreation, Tourism, and Economic Development)
April	Consultants conduct additional impact assessments as needed
May	Tech Talk #3 (Tentative Topic: Dam Relicensing 101)
July	Tech Talk #4 (Tentative Topic: River Ecology)
August	Work begins on draft Hydroelectric Facility Feasibility Report
September	Tech Talk #5 (Tentative Topic: Dam Removal and Alternatives to Dam Removal)
Fall (TBD)	Community workshop #1 (<i>pre-hydro decision</i>) and online survey
November	Potential Tech Talk #6 (Tentative Topic: TBD)
December	Hydroelectric Facility Feasibility Report is received by the Council
2018	
February 28	Final Council decision on relicensing or surrendering the hydroelectric facility
Aug. 31	FERC notification due
September	Community workshop #2 (<i>post-hydro decision</i>) and online survey
September	Begin drafting Corridor Plan
November	Draft Corridor Plan is presented to the community
Dec.-March	Feedback is incorporated and changes made
2019	
April-May	Final Corridor Plan is sent to City Boards and the City Council for final review
June	City Council adopts Corridor Plan



	
Kinnickinnic River Corridor Plan Sub	
Working Version - October 15, 2016	
Scheduled Project Meetings	
Council Meetings	
City Project Team Meetings	
Corridor Planning Committee Meetings	
Stakeholder Group Meetings	
Public Engagement	
Plan Development	
Establish Committees	
Develop Logo & Project Website	
Ongoing Website Updates	
Public Kickoff and Ongoing Outreach	
Online Community Surveys	
Tech Talks	
Prepare Draft Corridor Plan	
Existing Data Collection and Study Review	
Upper and Lower River Assessments	
Develop Initial Planning Framework	
Community Workshop # 1	
Develop Preferred Concept Plan	
Community Workshop # 2	
Draft Report	
Complete Final Corridor Plan	
Implementation Strategies and Prioritization	
Final Report	
Hydroelectric Project Area Planning and Investigation	
Existing Data Collection and Study Review	
Hydrologic and Geomorphic Impact Assessment	
Other Impact Assessment	
Hydroelectric Facility Feasibility Report	
Hydro License Decision	
FERC Submittal	



RIVER FALLS	Kinnickinnic River Corridor Plan		
Working Version - October 15, 2016	May	June	July
	13 20 27	3 10 17 24	1 8 15 22 29
Scheduled Project Meetings			
Council Meetings	■	■	■
City Project Team Meetings	■		■
Corridor Planning Committee Meetings			
Stakeholder Group Meetings			
Public Engagement			
Plan Development			
Establish Committees			
Develop Logo & Project Website			
Ongoing Website Updates		■	
Public Kickoff and Ongoing Outreach		■	
Online Community Surveys			
Tech Talks			
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Develop Initial Planning Framework			
Community Workshop # 1			
Develop Preferred Concept Plan			
Community Workshop # 2			
Draft Report			
Complete Final Corridor Plan			
Implementation Strategies and Prioritization			
Final Report	■	■	▲
Hydroelectric Project Area Planning and Investigation			
Existing Data Collection and Study Review			
Hydrologic and Geomorphic Impact Assessment			
Other Impact Assessment			
Hydroelectric Facility Feasibility Report			
Hydro License Decision			
FERC Submittal			
facilities (by	▶	▶	▶



Kinnickinnic River Corridor Planning
Community Engagement Program
Oct. 25, 2016

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Mary Zimmermann, Communications Manager, City of River Falls
Kristin Peterson, Engagement Consultant, SEH

Kinnickinnic River Corridor Planning Community Engagement Program

I. OVERVIEW

The community of River Falls is embarking on a planning process that will decide the future role and physical appearance of the Kinnickinnic River. This is a complex issue, and one that will shape the future of the community for decades to come.

Our public and agency involvement approach is focused on inclusive and creative engagement that will bring all voices to the planning table and ensure meaningful consideration of all stakeholder interests. Our process is designed to include a range of experience levels and perspectives in exploring possibilities and building consensus in decision-making.

We will create a robust, inclusive, engaging, integrated, and transparent process that will engage, inform and empower community members to be part of this historic process. In order to allow every voice to be heard, we will employ multiple tools and activities that range from in-person, face-to-face meetings to online activities.

II. PROGRAM GOALS

- Welcome, encourage and value participation by all River Falls citizens
- Value divergent viewpoints
- Offer multiple, targeted engagement opportunities for citizens, partners, and stakeholders
- Provide information that is timely, transparent, factual, and reliable
- Present technically-rich details in accessible and easy to understand formats
- Create fun and engaging outreach tools
- Build and maintain momentum during the process
- Encourage volunteerism to increase community buy-in and ownership

III. OBJECTIVES/ACTIVITIES

A. The team will create, coordinate, and facilitate a Community Kick-Off event Dec. 8, 2016.

The event will include Committee, staff, and consultant introductions; interactive activities and give-a-ways; website launch; project update; exhibits; and refreshments. The team will promote the event through various means including Facebook, posters, utility bill insert, partner promotion, a Journal announcement – and more.

B. The team will develop, coordinate, and facilitate two full- to two-day Community Workshops. These intensive Community Workshops will be held before the decision about relicensing the dams, in Fall 2017, and after the decision, in Fall 2018. The latter will immerse residents in conversations and activities that will inform the Corridor design phase.

C. The team will develop, coordinate, and facilitate up to six “Tech Talks” in 2017. The “Tech Talks” will address technical topics about the river and river corridor. In addition to being presented live at a public venue, the Tech Talks will also be video-recorded and posted on the project website for community members to review at their convenience throughout the course of the process. A preliminary list of potential Tech Talk topics is included in the program calendar (p. 5). The list may change depending on input from community members.

D. At least three “formal” surveys and multiple informal surveys will be conducted during the length of the project.

The “formal” surveys will be conducted in conjunction with the Community Kick-Off event, and each of the Community Workshops (see above). The surveys will be especially important for residents unable to attend the workshops.

In addition to these surveys, the team will solicit community input in a variety of other settings including, but not limited to, major community events (State of the City and other Chamber gatherings, River Falls Bluegrass Festival, River Falls Days, Bacon Bash, Community Appreciation Day, etc.); conversations with small gatherings at local restaurants or neighborhood events; presentations to service clubs, classrooms, faith-based organizations, river activists, and other organized groups.

E. At least 10 Ambassadors will be trained to deliver presentations and solicit input from the above-mentioned groups.

These Ambassadors will include staff, River Corridor Committee members, and other community volunteers.

F. The team will investigate additional opportunities to work with other City departments and community organizations to share information and solicit input from residents.

These activities might include informational displays in City buildings including the Library Gallery as well as other partner organizations and local businesses. We will also seek out opportunities to share programming activities around Kinni Corridor issues and updates.

Marketing and communications activities

G. Branding will be developed for the project to encourage community connectedness and public awareness.

A community focus group was assembled Oct. 13 to work with graphic designer/training facilitator Robyn Lingen to brainstorm ideas around project branding and logo creation. A final version of the logo will be presented to the Core Staff Committee by Nov. 10.

H. The team will use all digital media at its disposal to share updates, events and information with the public on an ongoing basis.

1) Website

The project website will serve as the home base and repository for all things related to the corridor planning process. A separate, dedicated website will be the warehouse of all project communications, exhibits, technical studies, announcements, and project milestones. The website will be updated frequently with new content throughout the process.

In addition, the website will utilize web format capabilities and/or engagement software to host interactive conversations and feedback sessions with residents. The website will also provide a forum for residents to share ideas and concerns with one another.

2) E-Newsletters, email blasts and (potentially) a blog

After the team has collected a critical number of email addresses through signups at community events and via the City and project websites, it will distribute a monthly e-newsletter or blog documenting progress and sharing upcoming engagement events and opportunities. The team will engage partner organizations in email collection, too.

3) Facebook, YouTube, and other social media

The team will create a Facebook page for the project and post regularly, linking to relevant information on the project website or to the project's event postings on Facebook. The team will post short and engaging videos about the project on the City's YouTube channel and embed in the City and project websites. Digital advertisement opportunities will be explored and utilized as appropriate.

I. The team will also use traditional media to inform and engage.

Printed collateral will be developed to support project engagement and may include:

- City Newsletter
- Informational brochures
- Event posters and signage
- Invitation and informational postcards
- Give-a-ways (T-shirts, hats, pens, etc.)
- Print advertisements
- 3-D diagrams (SEH)
- Large-form maps and renderings (SEH)
- Etc.

J. The team will create a media plan to engage local, regional, statewide, national, and international news media as well as relevant trade publications in covering aspects of the project.

Story "pitches" will be targeted to appropriate outlets with specific features on issues/topics of interest. The project website will include links to online and print stories, as well as press releases sent from the team. A media packet available on the website will give reporters/producers information and visuals to be used in story development.

K. Working with the City's Media Service Department and others, the team will capture all or part of major engagement events and multiple other engagement activities.

Tech Talks will be taped in their entirety and made available on the website. Highlights will be used on Facebook and YouTube to engage and inform in shorter segments.

In addition to sharing short video updates and engaging clips throughout the process, the team hopes to procure funding to produce a feature-length documentary that illustrates the community's journey over the two-plus year planning process. Besides creating an attractive and broadly viewable record of the process, the video could ultimately be used as an educational tool for other municipalities facing a similar project.

IV. PROGRAM CALENDAR

(Major project milestones and community engagement events)

2016	
Oct. 13	Community Focus Group on branding
Oct. 25	City Council presentation
Mid-Nov.	Corridor Committee and Stakeholder Group kick off meetings (<i>create vision, mission and goals; review committee roles and responsibilities; confirm Tech Talk topics</i>). 12 quarterly meetings.
Nov. 10	Branding and printed items for kick-off event finalized
Dec. 2	Website complete
Dec. 8	Kinni Project Community Kick-Off event and online survey
Unknown	Friends of the Kinni Dam Removal Feasibility Report released
2017	
January	Tech Talk #1 (Tentative Topic: River Corridor Planning 101)
March	Tech Talk #2 (Tentative Topic: Recreation, Tourism, and Economic Development)
May	Tech Talk #3 (Tentative Topic: Dam Relicensing 101)
Fall	Community workshop #1 (<i>pre-hydro decision</i>) and online survey
July	Tech Talk #4 (Tentative Topic: River Ecology)
September	Tech Talk #5 (Tentative Topic: Dam Removal and Alternatives to Dam Removal)
November	Potential Tech Talk #6 (Tentative Topic: TBD)
December	Hydroelectric Feasibility Report available for review
2018	
January	Review Hydroelectric Feasibility Report (available December 2017); discuss upcoming licensing decision by Council (Feb. 2018)
Feb. 27	Final Council decisions on hydro (<i>relicense or surrender</i>). Notification due in six months.
June	Draft Corridor Plan available for review
Aug. 31	FERC notification due
Fall	Community workshop #2 (<i>post-hydro decision</i>) and online survey
Fall/Winter	Review draft of corridor plan
2019	
Summer	Adopt final corridor plan

The team is crafting a detailed engagement strategy including dates, assignments, content, platform, and outcomes for all activities included in Section III. This comprehensive and integrated plan will serve as a guide for the team; however, the plan is fluid and will morph and grow as community input is received.

V. Program Partners

A. Project planning teams

The Engagement Team will work with the Core Staff Team, Kinni Corridor Committee, and appointed working groups to share and glean information about the project, especially as regard to citizen feedback. Members of these groups will be recruited to serve as project Ambassadors.

B. Engagement and Communications Committee

The team will develop an Engagement and Communications Committee to provide advice and guidance, and assist in developing and directing engagement activities

C. Community partners

The team will work with a variety of groups and organizations likely to assist in developing and enhancing Engagement Program activities. These organizations will include, but not be limited to:

- City Departments
- Chamber of Commerce and Tourism Bureau
- University of Wisconsin-River Falls and Chippewa Valley Community College
- River Falls School District
- Economic development entities
- Graphic designers/photographers/videographers
- Service clubs
- River stakeholder and environmental groups
- Community organizations
- Faith-based communities
- Local media

D. Volunteer and in-kind collaborations

At the heart of the engagement process is the spirit of community and volunteerism. The City and planning team will strongly encourage residents and businesses to find ways to volunteer their time, skills or goods to advance the planning process and increase the reach and effectiveness of our engagement activities.

Administrator's Report

October 20, 2016

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

October 17-22 – Fall Cleanup at Public Works

October 20, 2 p.m. – Allina Health River Falls Clinic Ceremonial Groundbreaking

October 22 – 2nd Annual Kirby Symes Memorial 5K/1 Mile Fun Run, 9 a.m.

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

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

November 8 – Presidential Election, Polls open 7 a.m.-8 p.m.

November 8, 6:30 p.m. – City Council Meeting

November 11 – Veteran's Day, City offices closed – Records Cleanup Day

November 22, 6:30 p.m. – City Council Meeting

November 24-25 – City Offices Closed for Thanksgiving

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

Tuesday's Council Meeting Preview:

- Resolution Appointing City Clerk
- Resolutions Recommending Shared Saving Loan
- Resolution Regarding Health and Dental Insurance Renewal for 2017
- Resolution Approving General Development Plan for Spring Creek Estates 1st Addition Planned Unit Development
- Resolution Approving the Committee Members, Plan Schedule and Public Engagement Plan for the Kinnickinnic River Corridor Plan

Upcoming Events

October 17-22 – Fall Clean Up

Fall cleanup for residents in the City of River Falls who are currently billed for City garbage service on their River Falls Municipal Utility bill. Residents bringing items for disposal will be asked to present a form of identification and a copy of their utility bill. People who do not qualify will not be allowed to dispose of their goods. The cleanup is located at the Public Works Garage at 950 Benson Street. Dates are: Monday-Friday, October 17-21, 4-8 p.m. and Saturday, October 22, 8 a.m. to 1 p.m.

Advanced Disposal reserves the right to refuse any hazardous materials. Please visit www.rfcity.org/cleanup for a list of acceptable and unacceptable items. If you have specific questions, please call Advanced Disposal at 866-983-6542.

October 20, 2 p.m. – Allina Health River Falls Clinic Ceremonial Groundbreaking

The Mayor and Council are invited to the groundbreaking on the northwest corner of the River Falls Area Hospital campus. Please RSVP Rachel.Seroka@allina.com if you plan on attending.

October 22 - 2nd Annual Kirby Symes Memorial 5K/1 Mile Fun Run

Run or walk the 5K or 1 Mile Family Fun Run in scenic River Falls, Wisconsin. The 5K course will begin at the River Falls Public Library and will travel through the historic eastern residential district and into the University of Wisconsin - River Falls campus. The race will conclude back at the River Falls Public Library. The 1 Mile Family Fun Run will begin on Union Street next to the River Falls Public Library and will follow Division Street where it will end in the library parking lot. Event is not chip timed. Timing Clock is for tracking personal times only. This event is a fundraiser for the River Falls Library Foundation. You can register online by visiting the library's website at <http://www.riverfallspubliclibrary.org/kirby-symes-memorial-5k.html>.

New Employees

In October, we are welcoming several new employees:

- Jaime Isaac – Human Resources Coordinator began 10/10
- Brandy Howe - Senior Planner began 10/17
- Jennifer Zeiler – City Clerk begins 10/20
- Al Rolek – Finance Director begins 10/24
- David Holodnack – Mechanic begins 10/24 or 31

City Administrator Comings and Goings

- Staff 1 on 1s
- Council 1:1s
- Business meetings
- Executive Team Meeting
- Management Team Meeting

Solar Panels

It has been almost a year since the community solar array was energized and customers started receiving the benefits of the monthly credit on their utility bill. Initially, all shares were held by WPPI, and transferred to the customer as they were sold. The shares have been actively marketed to commercial, residential and industrial customers, with 186 sold and 624 remaining as of the end of October. Although 270 of the 624 remaining have been allocated to businesses in Sterling Ponds and Mann Valley, the transfer will take place after the end of 2016.

In order to progress to a finalization of the project, WPPI would like to transfer all shares to the City of River Falls by the end of 2016. Each share is \$567, so the purchase of the remaining 624 shares would cost \$353,808. One way to facilitate this transfer is to participate in WPPI's

member loan program, which provides one time interest free financing up to \$500,000. This would allow the City to take advantage of the monthly credits on a City building utility bill, until such time as the shares are transferred to a customer. WPPI will also provide an upfront discount equal to the estimated credit that would have been obtaining for the 12 months in 2016.

The proposal to purchase the outstanding shares is on the Utility Advisory Board agenda for Monday, October 24th. The item will be added to a future Council agenda if recommended by the Board.

Power Plant Substation Update

The Power Plant Substation project will begin with phase one yet this fall. Phase one will consist of pouring the concrete pad for our transformer that was built by Virginia Transformer and the “setting” of this transformer that will be delivered and set on the new pad in late November or early December. Phase two will commence in early 2017 with the construction of the City’s switch gear building and XCEL Energy’s construction of their control building. Our switchgear is being built by Siemens and will be delivered yet this year and stored until the final installation in 2017. Phase three will involve cabling, connections, SCADA installation, and ultimate ties to the electric system. This phase will be completed by mid-summer 2017. Phase 4 will involve fencing and site beautification.

City Council Training

Due to the budget workshop meeting on October 25th, the remaining two Council training sessions has been moved back to January 24th and February 21st.

MEMORANDUM

TO: City Council

FROM: Dan Toland, Mayor

DATE: October 25, 2016

TITLE: Mayor's Appointment to Boards and Commissions

RECOMMENDED ACTION

Consideration of appointments:

POLICE AND FIRE COMMISSION AND EMS ADVISORY BOARD

Appointment of Randy Beadles to fill vacancy through April 2017

Mayor Toland,

I was advised by my friend, Dan Van de Yacht to email you. As you probably heard, Dan has accepted a position at UW-Green Bay and will be moving his family to that area soon. As a result, he will be resigning his position on this City's Ambulance and Police and Fire Commissions. You and I had emailed a few years back regarding my interest in serving on those Commissions but you were unable to appoint me since I did not live within the city limits. I have since moved and currently reside within the city.

I am interested in serving on one or both of the commissions Dan will be resigning from. I've attached my resume, however, I am currently retired from my professional career and am self-employed, managing my investment properties. My background includes serving as a Deputy Sheriff as a member of the Los Angeles County Sheriff's Department and as an EMT as a member of the River Falls Ambulance and with River Falls First Responders of which I served as President. I believe this would allow me to bring relevant knowledge and experience to the commissions.

Please contact me regarding the possibility of my appointment to these Commissions.

Thanks,

Randy Beadles

Randy L Beadles

655 Washington Street River Falls, Wisconsin 53022
715/220-1020
randy@thebeadles.net

Executive Profile

Information Technology professional with over 20 years of broad experience in a variety of professional I.T. situations. Innovative and successful Business Analyst with an extensive history of understanding and defining business needs and requirements and applying efficient and affordable technology solutions. Thorough understanding of fiscal requirements and realistic adaptability and implementation of prospective solutions. True Team Player who takes ownership of issues and solutions. Is strongly driven by the philosophy that Technology should solve issues not create them.

- ❖ Current and thorough experience working with Medical Specialty firms
 - ❖ Well developed ability to explain highly technical processes to non-technical audiences
 - ❖ Proven track record of improving existing technology infrastructures
 - ❖ Proven leadership ability in guiding technology towards company goals
 - ❖ Primary belief of simplification of technology to increase productivity and reduce costs
 - ❖ Maintains current knowledge of new and emerging technologies
 - ❖ Able to work well with members of all levels within corporate structure
 - ❖ Motivating supervisory and subordinate development skills
 - ❖ Hard working corporate loyalist; presents positive corporate image
 - ❖ Ability to develop and maintain positive vendor relationships
 - ❖ Strong interpersonal skills; oral and written; professional outward appearance
-

Accomplishments / Employment History

R&H Residential, LLC
River Falls, Wisconsin
June 2001 – Current

Real Estate Investor/Property Manager

Invests in, rehabilitate and manage residential income producing properties both in the City of River Falls and the surrounding area including Minnesota, Nevada, California and Hawaii.

Summit Orthopedics
Woodbury, MN
June 2008 – June 2011

Director of Technology

Improved image and responsiveness of I.T. team at. Expanded essential services by increasing efficiency of team members. Planned and coordinated upgrades of major systems with minimal service interruptions. Planned and coordinated technology upgrades and move of business office. Designed and coordinated construction and implementation of industry leading data center with minimal service interruption. Project Leader of committee overseeing the upgrade and replacement of Practice Management and Electronic Medical Records systems.

Metro Urology
St Paul, MN

January 2004 – June 2008

Director of Technology

Created internal Information Technology Department. Assessed needs and presented recommendations for cost saving and productivity increasing upgrades to existing technology platform. Coordinated upgrades with a minimal of service interruption. Planned and coordinated upgrades of major systems, network topology, servers, storage area network. Upgraded phone system to VoIP and unified messaging. Implemented virtual server technology to deliver applications to users on a Citrix platform. Planned, coordinated and oversaw implementation of the construction of a new major clinic site which included a surgery center and CT Scanning capabilities. Created company Help Desk providing immediate response support for users.

Online Business Systems
Winnipeg, MB Canada
October 2003 – January 2004

Director of Technology, United States

Planned and created central support center for US operations which included 6 remote sites. Created replicable model for creation of new remote offices. Administered US network operations and desktop support. Recommended and implemented companywide help desk system. Created budget model to control costs. Represented company at industry events.

Dakota County
Hastings, MN
October 1995 – October 2003

Director of Division Computing

Personally chosen to lead the newly created position within the Physical Development Division of Dakota County. Created help desk model to provide user support. Designed and created Windows NT network required for use by the Highway and Planning Departments. Team Leader for the Y2K conversion project. Implemented new cost saving evolving technology raising praise from County leadership. Team Leader for the Division Technology Committee.

Los Angeles County
Los Angeles California
July 1989 – October 1995

Deputy Sheriff / Chief Technology Deputy

Performed normal duties of a Deputy Sheriff. Additional, was promoted to position of Chief Technology Deputy; designed, installed and implemented the first local area network in a jail facility. Created custom software to track inmate movement and Deputy training records. Chaired Department I.T. expansion committee which was tasked with determining how to implement technology to increase efficiency of staff and sworn officers. Created electronic traffic accident reporting form.

Procter and Gamble
Cincinnati, OH
August 1985 – March 1989

Field Operations Supervisor

Responsible for hiring, training and implementation of nationwide marketing teams. Arranged local warehouse storage space, truck rental and hiring of temp workers. Invited to speak at new trainee classes providing trainees a realistic view of the job they were starting. Position involved 100% nationwide daily travel.

Education

California Polytechnic State University	San Luis Obispo, CA
▪ B.S., Agra Business Management	1985
▪ Graduated with Dean's List Honors	

Cuesta College	San Luis Obispo, CA
▪ Associate Degree, Business Administration	1983

Professional Associations

Former Member, Pierce County Wisconsin Information Services Committee

Nationally Registered Emergency Medical Technician

Past President, River Falls First Responders, Inc. Emergency Medical Responders

Former E.M.T., River Falls Area Ambulance

Licensed Private Pilot, Certified scuba diver, Avid snowmobiler!

References

Available upon request